



NOTICE OF COUNCIL MEETING

In accordance with Section 254C of the *Local Government Regulation 2012* this notice is to advise that the Trustee Council and Ordinary Council Meetings for the month of **JUNE 2025** will be held on Masig (Torres Strait) and will also be accessible online by Microsoft (TEAMS) as follows:

Tuesday, 17 June 2025

- **Trustee Meeting** (9.00am to 10.30am)
- Ordinary Meeting (10.30am to 5.00pm)

Wednesday, 18 June 2025 - Ordinary Meeting (9.00am to 12.30pm)

Day 1 (Tuesday) - Microsoft (TEAMS) Meeting ID: 462 047 719 435 | Passcode: jt3zM9Cq

Day 2 (Wednesday) - Microsoft (TEAMS) Meeting ID: 460 387 777 556 | Passcode: PT6dm3m3

The attendance of each Councillor is requested.

Agenda papers for this meeting are attached and will soon be available on Council's website (except for any Closed Business papers) and can be accessed by clicking on the link below:

<https://tsirc.qld.gov.au/about-us/meetings/>

Please note that this meeting is live streamed on Council's YouTube Channel and a recording following the meeting will be available at the following location:

<https://www.youtube.com/@IslandCouncil/streams>

James William
Chief Executive Officer

13 June 2025





ORDINARY MEETING 17-18 JUNE 2025

AGENDA

Time: 10.30am to 5.00pm

Venue: Masig, Torres Strait

Microsoft TEAMS Meeting ID: 462 047 719 435 | Passcode: jt3zM9Cq

ORDER OF BUSINESS

(DAY 1 - Tuesday, 17 June 2025)

10.30am	<p>A. WELCOME & QUORUM CONFIRMATION ACKNOWLEDGEMENTS OPENING PRAYER OBSERVANCES</p> <p>B. APOLOGIES</p> <p>C. CONFLICT OF INTEREST DECLARATIONS</p> <p>D. LIVE STREAM. This meeting is live streamed on Council's YouTube Channel.</p> <p>1. CONFIRMATION OF MINUTES (23 May 2025)</p> <p>1.1. Action Items Update</p> <p>2. MAYORAL REPORTS</p> <p>2.1. Mayoral Monthly Report</p> <p>2.2. Recommendations – Torres Strait & Northern Peninsula Area Regional Organisation of Councils (TS&NPAROC)</p> <p>3. CHIEF EXECUTIVE OFFICER REPORTS</p> <p>3.1. CEO Monthly Report (June 2025)</p> <p>OFFICER REPORTS FOR DECISION</p> <p>4. BUILDING SERVICES DIRECTORATE</p> <p>Nil.</p> <p>5. COMMUNITY SERVICES DIRECTORATE</p> <p>Nil.</p> <p>6. CORPORATE SERVICES DIRECTORATE</p> <p>6.1 Community Grants Program Allocation (May 2025)</p> <p>6.2 Funding Acquisition Report (May 2025)</p> <p>6.3 Operational Plan 2025-26</p> <p>6.4 Policy Update – Privacy Policy</p> <p>6.5 Policy Review – Councillor Remuneration, Expenses Reimbursement & Resources Policy</p> <p>7. ENGINEERING SERVICES DIRECTORATE</p> <p>Nil.</p>
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8. FINANCIAL SERVICES DIRECTORATE

- 8.1 Financial Dashboard Report (May 2025)
- 8.2 Policy Matter - Revenue Policy
- 8.3 Policy Matter - 2025-26 Fees & Charges
- 8.4 Policy Matter - Financial Policies Review

9. RESOLUTION TO CLOSE THE MEETING TO THE PUBLIC

10. CHIEF EXECUTIVE OFFICER

10.1 Community Development Program (CDP) Beneficial Entity (or Entities)

[Reason for this matter to be discussed in Closed Business: This matter contains information on negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government".]

11. BUILDING SERVICES DIRECTORATE

Nil.

12. COMMUNITY SERVICES DIRECTORATE

Nil.

13. CORPORATE SERVICES DIRECTORATE

13.1 Insurance Renewal 2025-26

[Reason for this matter to be discussed in Closed Business: This matter contains information on negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government".]

14. ENGINEERING SERVICES DIRECTORATE

14.1 Information Report – Capital Works

[Reason for this matter to be discussed in Closed Business: This matter contains information on negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government".]

15. FINANCIAL SERVICES DIRECTORATE

15.1 Mirabou Energy – Renewable Energy Project Status Update

[Reason for this matter to be discussed in Closed Business: This matter contains information on negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government".]

16. RESOLUTION TO RETURN THE MEETING TO OPEN DISCUSSION

17. CONSIDERATION OF MATTERS DISCUSSED IN CLOSED SESSION

18. ITEMS ARISING

19. INFORMATION REPORTS

- 19.1 BUILDING SERVICES – Building Services Report (May 2025)
- 19.2 COMMUNITY SERVICES - Community Services (May 2025)
- 19.3 CORPORATE SERVICES - Corporate Services Information Report (May 2025)
- 19.4 ENGINEERING SERVICES – Engineering Operations
- 19.5 ENGINEERING SERVICES – Water and Wastewater (May 2025)

20. NEXT MEETING – 22-23 July 2025 (Mabuiag)

21. CLOSE OF MEETING & PRAYER

5.00pm



ORDINARY MEETING 17-18 JUNE 2025

AGENDA

Time: 9.00am to 12.30pm

Venue: Masig, Torres Strait

Microsoft TEAMS Meeting ID: 460 387 777 556 | Passcode: PT6dm3m3

ORDER OF BUSINESS

(DAY 2 - Wednesday, 18 June 2025)

9.00am	<p>A. WELCOME & QUORUM CONFIRMATION ACKNOWLEDGEMENTS OPENING PRAYER OBSERVANCES</p> <p>B. APOLOGIES</p> <p>C. CONFLICT OF INTEREST DECLARATIONS</p> <p>D. LIVE STREAM. This meeting is live streamed on Council's YouTube Channel.</p>
	DEPUTATIONS
9.05am	<p>DEPUTATION #1: James Cook University (JCU)</p> <p><u>Discussion Topic:</u> Discussion with JCU Chancellor Prof Ngiare Brown and JCU Vice—Chancellor Prof Simon Biggs</p> <p><u>Deputation Lead Speaker:</u> Prof N M Nakata AM Deputy Vice-Chancellor (Indigenous Education & Strategy) JCU</p> <p><i>TSIRC Executive Responsible for Deputation (Chief Executive Officer)</i></p>
9.45am	<p>DEPUTATION #2: Department of Foreign Affairs & Trade (DFAT)</p> <p><u>Discussion Topic:</u> Meet/Greet with new DFAT Queensland State Director (Ms Trudy McGowan Assistant Secretary)</p> <p><u>Deputation Lead Speaker:</u> Mr TJ Oberleuter Treaty Liaison Officer DFAT</p> <p><i>TSIRC Executive Responsible for Deputation (Chief Executive Officer)</i></p>
10.45am	<p>DEPUTATION #3: Department of Agriculture, Fisheries & Forestry (DAFF)</p> <p><u>Discussion Topic:</u> Introduction to the Australian Animal Welfare Strategy (AAWS)</p> <p><u>Deputation Lead Speaker:</u> Thaine Mills Assistant Director Renewed Australian Animal Welfare Strategy Animal Welfare Branch Plant and Live Animal Exports, Welfare and Regulation Division</p> <p><u>Other Deputation Attendees:</u></p> <ul style="list-style-type: none">▪ Libby Ritchie (she/her) Policy Officer Australian Animal Welfare Strategy Program <p><i>TSIRC Executive Responsible for Deputation (Chief Executive Officer)</i></p>
[if required]	[CONTINUATION OF AGENDA ITEMS FROM DAY 1]
12.30pm	CLOSE OF MEETING & PRAYER



ORDINARY MEETING 17-18 JUNE 2025

Agenda Item

1

DIRECTORATE: Corporate Services

AUTHOR: Executive Director Corporate Services

CONFIRMATION OF MINUTES (23 MAY 2025)

OFFICER RECOMMENDATION:

Council confirms the Minutes of the Ordinary Meeting held on 23 May 2025.

EXECUTIVE SUMMARY:

Section 254F(4) of the *Local Government Regulations 2012* requires that at each local government meeting, the minutes of the previous meeting must be confirmed by the councillors or committee members present.

Interested Parties/Consultation:

N/A

Background / Previous Council Consideration:

The previous monthly Ordinary Council meeting was held on 23 May 2025.

Section 254(6) of the *Local Government Regulation 2012* requires that a copy of the minutes of each local government must be made publicly available by 5pm on the tenth day after the meeting is held. To meet these compliance requirements, a copy of the draft Minutes from the last meeting were circulated to the Executive Leadership Team for input prior to being posted on the Council website.

Following confirmation of the Minutes by Council, the confirmed Minutes will replace the draft Minutes on the Council website.

COMPLIANCE / CONSIDERATIONS:

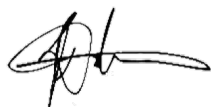
Statutory:	Section 254F(4) of the <i>Local Government Regulation 2012</i>
Budgetary:	N/A
Policy:	N/A
Legal:	N/A
Risk:	Council breach of its Statutory requirements above.
Links to Strategic Plans:	<p>TSIRC Corporate Plan 2020–2025 (<i>Bisnis Plan</i>)</p> <p>Delivery Pillar One – People (<i>Bisnis – Pipol</i>)</p> <p>Outcome 4: We are a transparent, open and engaging council.</p> <p>➤ 4.2 Evolve Council’s communication channels and community’s access to information.</p>
Masig Statement:	N/A
Standing Committee Consultation:	N/A
Timelines:	Standard Procedure at each Monthly Council Meeting

Other Comments:

Nil.

Recommended:

S. Andres
 Susanne Andres
 Executive Director Corporate Services

Approved:


James William
 Chief Executive Officer

ATTACHMENTS:

Draft Minutes of the Ordinary Council Meeting held on 23 May 2025.



ORDINARY MEETING
23 MAY 2025

MINUTES

Time: 10.10am

Venue: The Pullman Cairns International, 17 Abbott Street, Cairns Qld. 4870

Microsoft TEAMS Meeting ID: 470 013 452 213 | Passcode: L2sc7Pt6

PRESENT:

Mayor

Division 1 – Boigu

Division 2 – Dauan

Division 3 – Saibai

Division 5 – Badu / **Deputy Mayor**

Division 6 – Arkai

Division 7 – Wug (St. Pauls), Mua Island

Division 8 – Kirirri (Hammond Island)

Division 9 – Iama

Division 10 – Warraber

Division 11 – Poruma

Division 12 – Masig

Division 13 – Ugar

Division 14 – Erub

Division 15 – Mer

Cr Phillemon Mosby

Cr Dimas Toby

Cr Torenzo Elisala

Cr Chelsea Aniba

Cr Ranetta Wosomo

Cr Iona Manas – *joined meeting at 11.00am*

Cr John Levi

Cr Seriako Dorante

Cr Aggie Hankin

Cr Kabay Tamu

Cr Francis Pearson

Cr Ted Mosby

Cr Rocky Stephen

Cr Nixon Mye

Cr Bob Kaigey

APOLOGIES:

Division 4 – Mabuiag

Cr Keith Fell

OFFICERS:

Chief Executive Officer

Executive Director Building Services

Executive Director Community Services

Executive Director Corporate Services

Executive Director Engineering Services

Executive Assistant to the Mayor

IT Support Officer

TSIRC Secretariat

Mr James William

Mr Wayne Green

Mr Dawson Sailor – *left meeting at 12.00nn*

Ms Susanne Andres

Mr David Baldwin

Ms Trudy Lui

Ms Krystal Garnett

Mr Darryl Brooks

APOLOGIES:

Executive Director Financial Services

Ms Hollie Faithfull – *on leave*

A. WELCOME & QUORUM CONFIRMATION | ACKNOWLEDGEMENTS | OPENING PRAYER | OBSERVANCES

At 10.10am, the Mayor welcomed Councillors, Executives and staff and members of the public to the Ordinary Council meeting for the month of May 2025, noting that a quorum of members was present.

The Mayor made the following acknowledgements:

- Papa God for His awesome wisdom, knowledge, understanding, favour and blessings upon our lives, our families and communities, our region and our Council;
- The Traditional Custodians throughout the length and breadth of Zenadth Kes, as well as the TSIRC footprint in Kaurareg Nations and Gimuy in Cairns.

The Mayor also conveyed to those members of the Torres Strait Islander community throughout the homelands and on the Australian mainland who may be observing Sorry Business, the collective thoughts and prayers of Council at this time of bereavement.

B. NOTING OF APOLOGIES

#C24-28/2025-5/B

The Mayor tabled the following apologies, which were noted and accepted by Council:

Division	Councillor/Reason	Mover/Seconder
Division 4 - Mabuiag	Cr Keith Fell - <i>unwell</i>	CR TAMU / CR WOSOMO

C. CONFLICT OF INTEREST (COI) DECLARATIONS

The Mayor invited Councillors to advise if they had any COI declarations to disclose in relation to items listed on the agenda. No declarations were made by Councillors.

The Mayor also requested that if there are any legal matters involving Councillors, then Councillors should advise the Mayor as soon as possible. No declarations were made by Councillors.

D. LIVE STREAM

The Mayor advised Council that this meeting is being LIVE STREAMED on Council's YouTube Channel and welcomed members of the general public who may be viewing proceedings.

1. CONFIRMATION OF MINUTES (23 APRIL 2025)

#C24-28/2025-5/1

CR KAIGEY / CR STEPHEN

Council confirms the Minutes of the Ordinary Meeting held on 23 April 2025, subject to the following amendment:

- removal of 'Action Required' under Agenda Item 3.2.

CARRIED UNANIMOUSLY

1.1. Action Items Update

The Chief Executive Officer (Mr James William) spoke to this item. Items noted as 'completed' during this update will be deleted from future reports. The update was noted by Council.

- *The Chief Executive Officer sought agreement from Council for a non—listed late report from the Engineering Services Directorate to be considered on the agenda of the May 2025 Ordinary Council Meeting. The report is for Closed Business discussion and is titled “Contractual Matter - Tender Evaluation and Award of Contract”. The Mayor put a motion to the meeting that Council agree to this request. The motion was MOVED by Cr Toby, SECONDED by Cr Elisala and all Councillors were in favour and accepted the late Agenda Item request.*

1.2. Strategic Action Reference Group (SARG) Standing Committee Meeting Minutes – 14 August 2024, 25 October 2024, 4 December 2024 & 5 March 2025) – for information/noting

Noted by Council.

2. MAYORAL REPORT

The Mayor spoke to his report. The report was noted by Council. The Mayor also expressed his thanks and appreciation to the Deputy Mayor and Councillors for their commitment, determination and leadership to attend the May 2025 Council Workshop and to be absent from their families and respective Divisions during the 2—week Workshop.

The Mayor also formally acknowledged the attendance and participation of the Torres Shire Mayor and the Mayor of the Northern Peninsula Area Regional Council and their respective Councillors at the May 2025 Council Workshop, as well as GBK and other regional partners. The Mayor appreciates the collective wisdom and experience of these joint collaborations and their input on regional strategy towards self-determination for the region.

The Mayor also thanked the work of the Chief Executive Officer and Executive Directors for preparing, supporting and advising Council for the May 2025 Council Workshop.

3. CHIEF EXECUTIVE OFFICER REPORTS

3.1. CEO Monthly Report (May 2025)

The Chief Executive Officer (Mr James William) spoke to his report. The report was noted by Council.

The Chief Executive Officer also acknowledged the participation of the regional leadership at the May 2025 Council Workshop and that he looks forward to shaping the outcomes from the Workshop moving forward.

4. BUILDING SERVICES DIRECTORATE

Nil.

5. COMMUNITY SERVICES DIRECTORATE

Nil.

6. CORPORATE SERVICES DIRECTORATE

- *Cr Toby advised the meeting that due to the funding balance available for his Division, he is only able to support the two applications (CG2025-100 and CG2025-102) each for a total allocation of \$500.00, exclusive of GST.*

6.1. Community Grants Program Allocation (April 2025)

#C24-28/2025-5/6.1

- 1. Council resolves to allocate Community Grants Program funding to applicants in accordance with the *Community Grants Policy*:**

- CG2025-100 – CLYTIE BANU, BOIGU for \$500.00, exclusive of GST

MOVED/SECONDED: CR ANIBA / CR MYE

CARRIED UNANIMOUSLY

- 2. Council resolves to allocate Community Grants Program funding to applicants in accordance with the *Community Grants Policy*:**

- CG2025-102 – CLYTIE BANU, BOIGU for \$500.00, exclusive of GST

MOVED/SECONDED: CR MANAS / CR WOSOMO

CARRIED UNANIMOUSLY

- 3. Council notes the following:**

- (a) two (2) Community Grants applications were deemed ineligible for funding;
- (b) nil (0) applications processed for out-of-cycle and funeral donations in April 2025.

MOVED/SECONDED: CR PEARSON / CR ANIBA

CARRIED UNANIMOUSLY

Action Required:

Executive Director Corporate Services to provide clarification around travel components in relation to Council's Community Grants Policy, particularly in relation to travelling within the TSIRC local government area.

6.2. Funding Acquisition Report (April 2025)

The report was noted by Council.

6.3. Adoption of the Corporate Plan 2025-2030

#C24-28/2025-5/6.3

CR WOSOMO / CR ANIBA

Council, pursuant to section 165 of the *Local Government Regulation 2012*, adopts the Corporate Plan 2025-2030.

CARRIED UNANIMOUSLY

- *The Mayor thanked the Executive Director Corporate Services (Ms Susanne Andres) and her Team, as well as staff in each Division, who have all contributed in the development of the 2025—30 Corporate Plan.*
- *The Deputy Mayor also thanked Ms Andres and her Team on development of the 2025—30 Corporate Plan and requested that the aspirations of Malungu Yangu Wakay (formerly promoted as The Masig Statement) have prominence in the Corporate Plan.*

7. ENGINEERING SERVICES DIRECTORATE

Nil.

8. FINANCIAL SERVICES DIRECTORATE

- *The Chief Executive Officer (Mr James William) spoke to Agenda Items 8.1 and 8.2 in the absence of the Executive Director Financial Services who was on leave.*

8.1. Financial Dashboard Report (April 2025)

#C24-28/2025-5/8.1

CR LEVI / CR T. MOSBY

Council receives and endorses the monthly financial statements attached to the officer's report for the 2024-25 year to date, for the period ended 30 April 2025, as required under Section 204 of the *Local Government Regulation 2012*.

CARRIED UNANIMOUSLY

8.2. Minutes – Audit Committee Meetings (11 October 2024, 26 November 2024 & 4 March 2025)

The report was noted by Council.

The Mayor also acknowledged and thanked the Chair of Council's Audit Committee (Mr Cam Charlton) and the Deputy Chair (Mr Darryl Bell) for their work and advice to Council. The Mayor also made additional thanks to Mr Cam Charlton for this attendance and advice to Council during his time at the May 2025 Council Workshop.

9. RESOLUTION TO CLOSE THE MEETING TO THE PUBLIC

#C24-28/2025-5/9

CR PEARSON / CR DORANTE

The Council resolves to close the meeting to the public pursuant to section 254J of the *Local Government Regulation 2012* to allow the Council to discuss items listed on the agenda for closed discussion and for the reasons outlined under those items.

CARRIED UNANIMOUSLY

10. CHIEF EXECUTIVE OFFICER

Nil.

11. BUILDING SERVICES DIRECTORATE

Nil.

12. COMMUNITY SERVICES DIRECTORATE

Nil.

13. CORPORATE SERVICES DIRECTORATE

Nil.

14. ENGINEERING SERVICES DIRECTORATE

14.1. Award Tender No.TC25026 – Warraber Coastal Defences

[Reason for this matter to be discussed in Closed Business: This matter contains information on negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government".]

#C24-28/2025-5/14.1

CR ELISALA / CR T. MOSBY

Council resolves to:

- (a) Award Tender No. TC25026 (Warraber Coastal Defences) (Stage 1 only) to Gulf Civil Pty Ltd for an amount of and up to \$5,829,809.97 excl. GST; and
- (b) Delegate power to the Chief Executive Officer, pursuant to section 257 of the *Local Government Act 2009* to negotiate, finalise, and execute any and all matters associated with or in relation to this project, funding and contract including without limitation any options and/or variations as per Council's procurement and ethical sourcing policy.

CARRIED UNANIMOUSLY

➤ *The Mayor suspended deliberations from 11.55am to 1.00pm for the Council lunch break.*

14.2. Award Tender No.TC25028 - Mabuiag Dump Road Upgrade

[Reason for this matter to be discussed in Closed Business: This matter contains information on negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government".]

#C24-28/2025-5/14.2

CR LEVI / CR DORANTE

Council resolves to:

- (a) Award Tender No. TC25028 Mabuiag Dump Road Upgrade to TI Concrete Works Pty Ltd for an amount of and up to \$3,656,781.00 excl. GST; and
- (b) Delegate power to the Chief Executive Officer, pursuant to section 257 of the *Local Government Act 2009* to negotiate, finalise, and execute any and all matters associated with or in relation to this project, funding and contract

including without limitation any options and/or variations as per Council's procurement and ethical sourcing policy.

CARRIED UNANIMOUSLY

- Council agreed to consider a late Closed Business report ("Contractual Matter – Tender Evaluation and Award of Contract") which was tabled by the Chief Executive Officer (Mr James William). For the purposes of the Minutes, this report and the resulting Council resolution is now outlined below as Agenda Item 14.2.1.

14.2.1 Contractual Matter – Tender Evaluation and Award of Contract

[LATE REPORT – approved in-Council for tabling]

[Reason for this matter to be discussed in Closed Business: This matter contains information on negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government".]

#C24-28/2025-5/14.2.1

CR TOBY / CR T. MOSBY

Council resolves:

1. To award contract number TSIRC 2024-788 for Torres Strait Island Marine Infrastructure Upgrade to SMC Marine Pty Ltd for the lump sum price of \$33,457,734.50 excl. GST; and
2. Pursuant to section 257 of the *Local Government Act 2009*, to delegate to the Chief Executive Officer:
 - power to make, amend or discharge the contract; and
 - power to negotiate, finalise and execute any and all matters associated with or in relation to this project and contract including without limitation any options and/or variations.

CARRIED UNANIMOUSLY

14.3. Approve amendment to PO# PEN0007793 – Marine Infrastructure Project Management Support

[Reason for this matter to be discussed in Closed Business: This matter contains information on negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government".]

#C24-28/2025-5/14.3

CR TAMU / CR PEARSON

Council resolves to:

1. Approve amendment to purchase order PEN0007793 to Black EME Pty Ltd (T/A Black and More) up to the amount of \$999,777.00 (ex GST), accounting for additional works and including disbursements and provisional sums; and
2. Delegate power to the Chief Executive Officer, pursuant to section 257 of the *Local Government Act 2009* to:
 - make, amend or discharge the Purchase Order PEN0007793; and
 - Negotiate, finalise, and execute any and all matters associated with or in relation to this project, funding and contract including without limitation any options and/or variations as per Council's Procurement and Ethical Sourcing policy.

CARRIED UNANIMOUSLY

14.4. Funding Matter – TSIRC.0044.2425S.QMF – Crucial Access Links Program

[Reason for this matter to be discussed in Closed Business: This matter contains information on negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government".]

#C24-28/2025-5/14.4

CR MANAS / CR KAIGEY

Council resolves to:

- (a) Enter into the proposed funding agreement for TSIRC.0044.2425S.QMF for Disaster Recovery Funding Arrangements (DRFA), Category E, Efficiencies Funding Program (EFP) – Round 2 (State Funded) Crucial Access Links Program administered by Queensland Reconstruction Authority (QRA) in relation to Council's submission of TSIRC.0044.2425S.QMF for a grant sum of up to \$7,536,710.00 (Excl. GST); and
- (b) Pursuant to Section 257 of the *Local Government Act 2009*, to delegate to the Chief Executive Officer:
 - power to make, amend or discharge the Funding Agreement; and
 - power to negotiate, finalise and execute any and all matters associated with or in relation to this project and funding agreement including without limitation any options and/or variations.

CARRIED UNANIMOUSLY

14.5. Information Report – Capital Works

[Reason for this matter to be discussed in Closed Business: This matter contains information on negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government".]

Council noted the report.

15. FINANCIAL SERVICES DIRECTORATE

Nil.

16. RESOLUTION TO RETURN THE MEETING TO OPEN DISCUSSION

#C24-28/2025-5/16

CR PEARSON / CR LEVI

The Council resolves to move out of closed discussions pursuant to Section 254I of the *Local Government Regulation 2012*.

CARRIED UNANIMOUSLY

17. CONSIDERATION OF MATTERS DISCUSSED IN CLOSED SESSION

Council formally resolved on the decisions taken above in relation to Agenda Items 10-16.

The Mayor

18. ITEMS ARISING

Nil.

19. INFORMATION REPORTS

- 19.1. BUILDING SERVICES – Building Services Report (April 2025)**
- 19.2. COMMUNITY SERVICES – Information Report - Community Services (April 2025)**
- 19.3. CORPORATE SERVICES - Corporate Services Information Report (April 2025)**
- 19.4. ENGINEERING SERVICES – Engineering Operations**
- 19.5. ENGINEERING SERVICES – Information Report - Water and Wastewater (April 2025)**

Noted by Council. Any enquiries by Councillors in relation to the information reports can be raised directly by Councillors with the respective Directorate Executive Director, or the Chief Executive Officer.

20. NEXT MEETING – 17-18 JUNE 2025 (Masig)

Noted by Council.

21. CLOSE OF MEETING & PRAYER

In closing, the Mayor made the following comments:

- dates have been confirmed for the next Regional Leaders' Forum in November 2025;
- Phase 2 of the Economic Development Strategy has commenced
- Council has finalised its Trustee Policy and this will be presented for formal approval at Council's June 2025 Meeting. Council's Culture, Arts, Land & Heritage (CALH) Advisory Committee (under the leadership of Cr Aniba) is currently working with two PBCs (Saibai and Ugar) to develop MOUs and to map out a co-designed process for the transfer of DOGIT
- Budget to be adopted at Council's June 2025 Meeting and strategic advocacy can then commence with State and Federal funding agencies;
- thanks to the Chief Executive Officer and his Executive Team for their support throughout the May 2025 Council Workshop;

- thanks to the Deputy Mayor for stepping up and also all Councillors for their participation, engagement and dialogue (including a 'Big Eso' to the families, husbands/wives, children and communities for their sacrifices over the past two weeks while Councillors have been away from community).

The Mayor formally closed the meeting at 2.20pm and Cr Francis Pearson delivered the closing prayer.

MINUTES CONFIRMED – 17 June 2025

.....
Cr Phillemon Mosby
Mayor
Torres Strait Island Regional Council

.....
James William
Chief Executive Officer
Torres Strait Island Regional Council



ORDINARY COUNCIL MEETING ACTION ITEMS

(Updated as at 5 June 2025)

Agenda Item

1.1

Agenda Item	Action Area / Completion Date	Current Status
<p>May 2025 Mtg AI 6.1 Community Grants Program Allocation (April 2025)</p> <p>Action Required: Executive Director Corporate Services to provide clarification around travel components in relation to Council's Community Grants Policy, particularly in relation to travelling within the TSIRC local government area.</p>	ED Corporate Services	<p>The current Community Grants Policy states that Funeral Travel Grants provide financial assistance to travel for the purpose of attending a funeral in the "Torres Strait Island Regional Council's Local Government Area" – Schedule 3 of Community Grants Policy 13 December 2024</p> <p>Close action item</p>
<p>Apr 2025 Mtg AI 3.1 CEO Monthly Report (April 2025)</p> <p>Action Required:</p> <ol style="list-style-type: none">1. Chief Executive Officer to oversee review of Council policy and process in relation to Environment and Health matters (in relation to the recent dog attack on Badu to secure Council's capacity to take a preventative – rather than reactive – role moving forward).2. Chief Executive Officer to seek additional funding for 'Sensors' for communities across the region to access as part of the Deadly for Diabetes Program.3. Chief Executive Officer to discuss off-line with Cr Fell the matter of STP funding for Mabuia.	Chief Executive Officer	<ol style="list-style-type: none">1. In progress.2. In progress, initial contact has been made with Queensland Health.3. Ongoing. Travelling to Brisbane in w/b 26/5/25 and 2 & 3 above will be raised with relevant agencies during that trip.

Agenda Item	Action Area / Completion Date	Current Status
<p>Apr 2025 Mtg AI 5.1 Afterpay Facility Options</p> <p>Action Required: Housing, Families & Safe and Healthy Communities (HFSHC) Advisory Committee to explore other options with IBIS and Community Enterprise Queensland (CEQ) in relation to the delivery of essential goods and services to communities in the Torres Strait region, with a view to a future presentation to Council.</p>	<p>HFSHC Chair / ED Community Services</p>	<p>In progress.</p> <p>Close action and place on HFSHC Workplan.</p>
<p>Feb 2025 Mtg AI 8.1 Financial Dashboard Report (Jan 2025)</p> <p>Action Required: Chief Executive Officer to prepare a report for Council consideration. Chief Executive Officer to oversee the preparation of Fact Sheets on the financial sustainability challenges facing Council to deliver services in a geographically challenging environment across 15 Divisions.</p>	<p>CEO</p>	<p>Discussed during the May 2025 Council Workshop. No further action until Council approves its 2025/26 budget. CEO to discuss offline with Cr Toby some initial materials that can be developed.</p>
<p>Feb 2025 Mtg AI 18.5 ENGINEERING SERVICES – Info Report – Water and Wastewater (Jan 2025)</p> <p>Action Required: ED Engineering Services to work with ED Corporate Services to develop information sheet for community on the costs to Council for the Provision of Water.</p>	<p>ED Engineering Services</p>	<p>In progress. Issues surrounding methodology used, as well as limited staff resources in the Engineering Services Directorate.</p>
<p>Jan 2025 Mtg AI 1.1 Review Superannuation Arrangements for Councillors</p> <p>Action Required: Chief Executive Officer to prepare a report for Council consideration.</p>	<p>CEO</p>	<p>CEO is currently considering advice provided by ED Financial Services.</p> <p>23/5/25: The Mayor requested that the CEO provide a Closed Business Report to Council on this matter.</p>

<p>Jan 2025 Mtg AI 6.5 Repeal of Council Resolution – Community Radio/Broadcasting Licences</p> <p>Action Required: Matter to be considered by the Culture, Arts, Land and Heritage (CALH) Advisory Committee and a recommended way forward be presented to the April 2025 Council Meeting.</p>	<p>CALH Advisory Committee (Cr Aniba) / ED Corporate Services (April 2025)</p>	<p>In progress. CALH meeting scheduled for April 2025 did not proceed.</p> <p>23/5/25: Cr Aniba advised that an update will be provided at the June 2025 Council meeting.</p> <p>Next CALH meeting now scheduled for 15 July 2025</p>
<p>Jan 2025 Mtg AI 17(b) Matters Arising IBIS Interest in taking over operation of Council's fuel outlets</p> <p>Action Required: Chief Executive Officer to explore options and advise Council.</p>	<p>Chief Executive Officer</p>	<p>In progress as part of ongoing matters evolving in relation to TSIRC fuel needs.</p>
<p>Jan 2025 Mtg AI 17(e) Matters Arising Fuel Bowser and Desalination Plant (Erub) – connection to electricity grid.</p> <p>Action Required: Executive Director Engineering Services to follow-up with Ergon.</p>	<p>ED Engineering Services</p>	<p>In progress. Ergon has been contacted. This matter requires an upgrade to the whole area. Currently working with the Department of Local Government, Water and Volunteers and the National Water Grid to access funds for the project.</p> <p>23/5/25: Australian Government action recently delayed due to Caretaker conventions during recent Federal elections.</p>
<p>Jan 2025 Mtg AI 18.3 Information Reports – Corporate Services Information Report (December 2024)</p> <p>Action Required: Executive Director Corporate Services to work with the CALH Advisory Committee to ensure that cultural awareness abilities are considered during the onboarding of new employees.</p>	<p>ED Corporate Services</p>	<p>In progress.</p> <p>23/5/25: Cr Aniba advised that an update will be provided at the June 2025 Council meeting.</p> <p>Next CALH meeting now scheduled for 15 July 2025</p>

<p>Dec 2024 Mtg AI 17(b) Budget Bids to the Queensland and Australian Governments</p> <p>Action Required: Chief Executive Officer and Executive Director Financial Services to coordinate the preparation of a briefing for the SARG Standing Committee to endorse to Council which outlines the 'What / When / Who' details as soon as practicable in 2025 (including lobbying to the newly-elected TSRA Board).</p> <p>➤ Mayor requested at April 2025 Council Meeting the development of an advocacy strategy outlining previous budget commitments by Governments (Federal and State) to the region, as well as election commitments to the region. The advocacy strategy to also highlight outstanding needs and priorities for funding. This document should also be clearly structured for the benefit of the community's understanding of Council's advocacy on their behalf.</p>	CEO / ED Financial Services	In progress. Council set its priorities at the May 2025 Council Workshop and these will now be developed by the administration into strategic advocacy approaches for the remainder of 2025.
<p>Nov 2024 Mtg AI 6.6 Operational Plan 2024-25 – Q1 Progress Report</p> <p>Action Required: A simplified outcome report on the Corporate Plan to be prepared for each Division at the end of the financial year.</p>	ED Corporate Services	<p>Not yet due. Due for completion by 30 June 2025.</p> <p>Update June 2025 - Will be presented at July 2025 Council meeting.</p>
<p>Nov 2024 Mtg AI 8.1 Financial Dashboard Report (Oct 2024)</p> <p>Action Required: List of successful/unsuccessful grants applied for to be developed for each Division.</p>	ED Corporate Services	<p>Unable to resource without additional staffing.</p> <p>Update June 2025 – still unable to resource.</p>

<p>Nov 2024 Mtg AI 8.3 2023–24 Financial Statements</p> <p>Action Required: Breakdown requested on TSIRC funding expenditure for each TSIRC Division.</p> <p>➤ Cr Fell requested at the April 2025 Council Meeting that a timeline be given to Council on when this matter will be addressed.</p>	<p>ED Financial Services</p>	<p>Unable to resource without additional staffing due to significant vacancies and unforeseen staff leave. Statutory obligations taking priority.</p>
<p>July 2024 Mtg AI 17(a) Funding for Dialysis Unit on Badu</p> <p>Action Required: Executive Director Community Services to provide background information in relation to Commonwealth Government funding for the unit.</p> <p><i>Mayor strongly requests that consideration be given to financial costs to Council for this project (and other projects across the TSIRC footprint) to be implemented on-ground (i.e. water and infrastructure, etc).</i></p>	<p>CEO / Executive Director Community Services / Cr Wosomo</p> <p><i>Matter raised directly with Minister for Health by Mayor, Deputy Mayor and CEO during a meeting on 18 Feb 2025.</i></p>	<p>In progress.</p> <p>Cr Wosomo has made several requests for meeting minutes (Dec 2024 and Jan 2025) from the relevant agency in relation to this matter and will distribute to Councillors once received.</p> <p>TCHHS CEO Mr Rex O'Rourke on leave, however his office is sending information to TSIRC CEO and ED Community Services (no info received as at 21/8/24). Early advice is that TSIRC will be formally approached in writing on this matter after a consultation process by TCHHS in October 2024. Cr Wosomo to advise outcome of the community consultation</p> <p>As part of TSIRC's advocacy to Governments and other parties, it must be a mandatory requirement for consultation to be undertaken with TSIRC in relation to construction works on Divisions, as these will have on-ground impacts in relation to water and infrastructure capacities.</p>

<p>Oct 2023 Mtg AI 31 (c) Business Arising (from Information Reports) Ugar Dredging Matters (Cr Rocky Stephen)</p> <p>Action Required: November 2023 Council Workshop to consider options to address issues in relation to dredging matters for standard Ugar access.</p>	<p>ED Engineering Services</p> <p><i>(for HFS&HC Advisory Committee to address as a 'liveability' issue for the Ugar community)</i></p>	<p>Close action and place on HFS&HC Workplan.</p> <p>Ongoing. Off-shore disposal option being pursued and in discussions with consultant and contractors. Final report being finalised and likely by end August 2024.</p> <p>No funding available and likelihood of funds being available is an Advocacy action – subject to Council determined priorities. Likely requirement is \$40m-\$60m.</p> <p>Offshore disposal report has been issued to Engineering Services and is to be communicated to Cr Stephen once further reviewed.</p>
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Torres Strait Island
REGIONAL COUNCIL

MAYORAL MONTHLY REPORT

PERIOD: JUNE 2025.

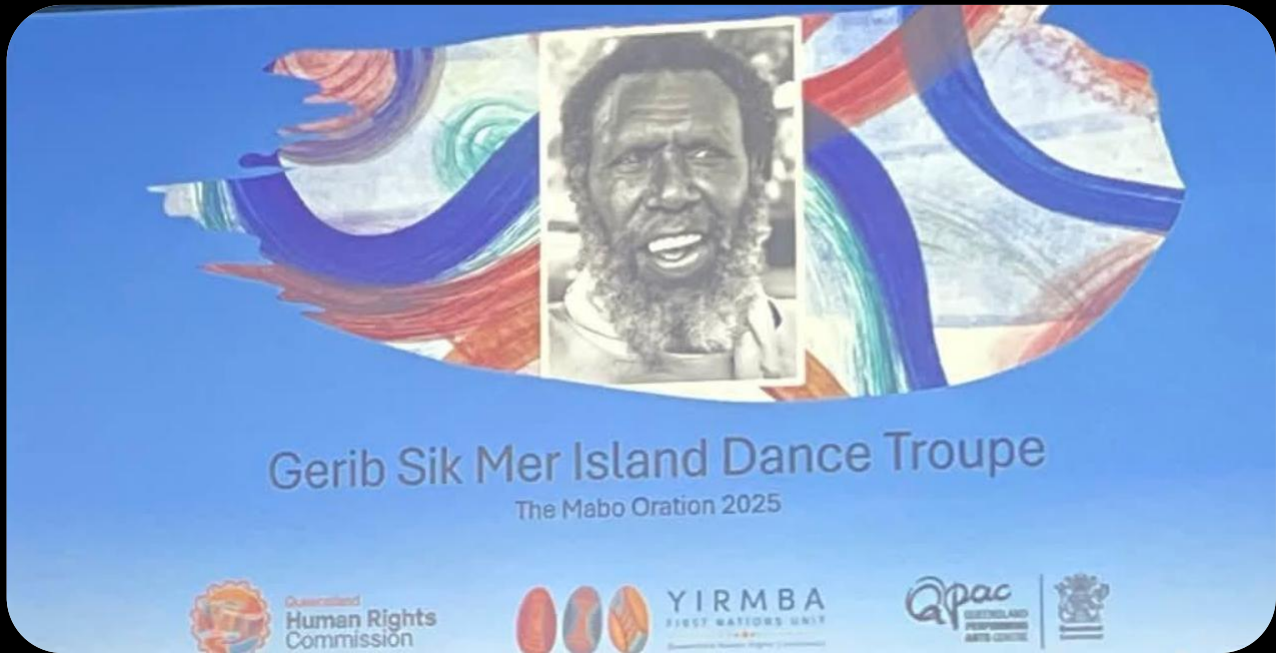
MAYOR ENGAGEMENTS

VERBAL UPDATE

May/June2025

- Monday, 26 May | Introduction with Director of National Parks, Ricky Archer | *Microsoft Teams Meeting* |
- Tuesday, 27 May | *Reconciliation week video for social media platforms* | *Mayors Office, Cairns.*
- Wednesday, 28 May | *Review May Workshop* } *Mayors Office, Cairns* | *Susanne Andres TSIRC EDCS.*
- Friday, 30 May | *Video Speech, JZK, Canberra Exhibition Opening Night of Gotat.*
- Friday, 30 May | *Ambassador Mohamed* | *Microsoft Teams Meeting.*
- Friday, 30 May | *2025 Mabo Oration* | *Cairns Performing Arts Centre.*
- Monday, 2 June | *Leaders Forum Follow-up* | *Mayor Seriat and Mayor Poipoi* | *Microsoft Teams Meeting* |
- Tuesday, 3 June | *Mabo Day Celebrations* | *Poruma Division 11.*
- Tuesday, 3 June | *Ricky Archer, Director of National Parks DCCEEW* | *United Nations Oceans Conference* | *Microsoft Teams Meeting.*
- Wednesday, 4 June | *Horn Island Ngurupai Aircraft naming* | *Deputy Mayor, Cr Ranetta Wosomo* | *Horn Island.*
- Thursday, 5 June – 6 June | *Transit to Nice, France* | *UN Ocean Rise Summit (UNOC).*
- 7 – 13 June - *UN Ocean Rise Summit, Nice, France.*











OCEAN RISE

& COASTAL RESILIENCE
COALITION FOR CITIES & REGIONS

PROGRAMME

OCEAN RISE & COASTAL RESILIENCE SUMMIT

A special event of UNOC3

7 June, 2025

Quai Amiral Infernet,
Nice, France

GOUVERNEMENT

UN OCEAN
CONFERENCE
NICE 2025
FRANCE

GOBIERNO
DE COSTA RICA

VILLE DE NICE

OCEAN & CLIMATE
PLATFORM

Global Centre for
Climate Mobility

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OCEAN RISE

& COASTAL RESILIENCE
COALITION FOR CITIES & REGIONS

SCHEDULE

9:00
OPENING CEREMONY
Launch of the Ocean Rise & Coastal Resilience Coalition
Plenary Hall

10:30
BREAK

11:00
THEMATIC SESSIONS 1-3
Putting Science at the Heart of Coastal Adaptation and Regions' Adaptation
Ocean Panel Conference Room
From Data Collection to Risk Assessment
Side Room 1
Multi-level Governance of Coastal Cities and Regions
Side Room 2

12:00
THEMATIC SESSIONS 4-6
Financial Strategies, Partnerships and Engineering for Resilient Coastal Cities and Regions
Ocean Panel Conference Room
Ports, Cities and Regions: United for Coastal Resilience
Side Room 1
Cities and Regions at the Edge: Hybrid and Soft Solutions for a Resilient Future
Side Room 2

OCEAN RISE

& COASTAL RESILIENCE
COALITION FOR CITIES & REGIONS

2.

OCEAN RISE

& COASTAL RESILIENCE
COALITION FOR CITIES & REGIONS

SCHEDULE

13:00
LUNCH BREAK

14:00
THEMATIC SESSIONS 7-9
Bold Visions for the Future of Coastal Cities and Regions
Ocean Panel Conference Room
Centering Social Justice, Fighting Climate Gentrification
Side Room 1
Engaging the Insurance Sector
Side Room 2

15:00
ANNOUNCEMENTS SESSION
Plenary Hall

15:45
CLOSING CEREMONY
Plenary Hall

OCEAN RISE

& COASTAL RESILIENCE
COALITION FOR CITIES & REGIONS

3.

Date and Time	Event	Location	Others Attending
7 June			
9:00 – 15:45	Ocean Rise and Resilience Summit	Quai Amiral Infernet	Dr Russell Reichelt
8 June			
13:30 – 15:00	People of the Ocean	The Whale	Ms Katrina Maguire, Dr Russell Reichelt
15:00 – 17:00	Pacific Officials Briefing	TBC	Ms Katrina Maguire
15:30 – 17:00	World Islands Forum Session 1: Vulnerability and Innovative Financing	The Whale	Dr Russell Reichelt
17:30 – 19:30	Ocean Decade Australia Reception	Monument Gallery: 1 placee Charles Felix (Cour Saleya)	All (Ricky, Katrina, Russell)
9 June			
10:00 – 11:30	World Islands Forum Session 2: Connectivity and maritime transports	The Whale	Dr Russell Reichelt
14:30 – 16:00	World Islands Forum session 3: Pollution	The Whale	Dr Russell Reichelt
16:00 – 17:30	Taking Action to Stop the Spread of Invasive Aquatic Species, Protect Marine Biodiversity and Support Climate Action	Statsraad Lehmkuhl Tall Ship	Dr Russell Reichelt
18:00 – 20:00	Investing in our Ocean's Future - Ocean Panel reception	Statsraad Lehmkuhl Tall Ship	Dr Russell Reichelt, Mr Ricky Archer
10 June			
8:00 – 10:30	Indigenous Ocean Forum - Indigenous Networking Event	Nice Opera House	Mr Ricky Archer
12:30 – 14:30	World Islands Forum Session 4: Biodiversity and natural resources	The Whale	Dr Russell Reichelt
12:30 – 14:30	Valuing the Blue: Unlocking Investment Through Marine Ecosystem Valuation	Ocean House	Mr Ricky Archer
16:00 - 16:45	Blue Nature Alliance – Panel Discussion on Marine Protected Areas	Agora	Mr Ricky Archer
18:00 – 20:00	From Apia to Action: Celebrating Progress, Implementing Change, a Commonwealth Reception	Hilton Nice	Ms Katrina Maguire
18:30 – 22:00	WWF High-level UNOC reception: Our Living Ocean - Solutions for People, Nature & Climate	National Museum Marc Chagall	Ms Suzi Heaton, Mr Heath Synnott
11 June			
7:00 – 9:00	Coral Reefs and People: Honouring culture and advancing conservation action for the pacific islands	Hyatt Regency Nice Palais de la Méditerranée, 13 Prom. Des Anglais	Mr Ricky Archer
8:00 – 10:30	Indigenous Ocean Forum – Global Panel: Navigating Our Ocean Journeys	Nice Opera House	
10:00 – 12:00	From Strategy to Action: Mobilizing Partnership for Ocean Capacity Development	RV Meteor	
12 June			
10:00 – 12:00	Indigenous and Local Knowledge Dialogue	RV Meteor	
11:00 – 12:30	Pathways Towards Improving the Integration of Blue Carbon Ecosystems	Statsraad Lehmkuhl Tall Ship	Dr Russell Reichelt
14:45 – 15:30	Values-based Ocean Stewardship from the Coasts to the High Seas	The Whale	
13 June			
8:00 – 9:30	Connectivity and Collaboration: science and policy for accelerating marine biodiversity protection across the ocean flyways	Hotel Le Saint Paul, Salon Matisse	Ms Katrina Maguire
10:30 – 12:15	COP31 side event	TBC	All (Ricky, Katrina, Russell)

Calling All Indigenous Leaders and Representatives

If you are attending the UN Oceans Conference, we invite you to participate in the

Indigenous Ocean Forum

Organized and hosted by Indigenous leaders from across Canada, this forum is an Indigenous-centered space to inspire, motivate, and strengthen international Indigenous leadership and partnership in ocean conservation and management.

June 10th

Indigenous Networking Event

Meet and share stories, experiences, and culture. Build new relationships, connections, and insights.

Breakfast reception: 8:00 - 9:00 am
Networking: 9:00 - 10:30 am

June 11th

Panel: Navigating Our Ocean Journeys

Five global Indigenous ocean leaders reflect on their experiences and journeys to support ocean health.

Breakfast reception: 8:00 - 9:00 am
Panel: 9:00 - 10:30 am

Nice Opera House

4-8 Rue Saint-François de Paule,
06300 Nice, France

Complete this form to RSVP:



Event sponsored by:

Nature United / The Nature Conservancy and the Canadian Parks and Wilderness Society

and the Canadian Parks and Wilderness Society

and the Canadian Parks and Wilderness Society

Complete this form to RSVP:





ORDINARY MEETING

17-18 JUNE 2025

Agenda Item

2.2

OFFICE OF THE MAYOR

AUTHOR: Executive Director Corporate Services

RECOMMENDATIONS TORRES STRAIT AND NORTHERN PENINSULA AREA REGIONAL ORGANISATION OF COUNCILS (TS&NPAROC)

OFFICER RECOMMENDATION:

Council endorses the following recommendations submitted by the Regional Leadership Forum on 14 May 2025:

Recommendation 1

That the TS&NPAROC make representation to the Torres Strait Regional Authority (TSRA) and the Member for Leichhardt (Mr Matt Smith MP) to fund a 2 x Day Regional Leaders Gathering for TSC, TSIRC, NPARC and the TSRA to attend.

Recommendation 2

That the TS&NPAROC make representation to the Member for Leichhardt (Mr Matt Smith MP) in relation to the top priorities for the region [Housing NPARI Package, Freight Equalisation Scheme, Federal Assistance Grant (FAGs) methodology review and increase in funding, Safe-Accessible-Affordable Transportation].

Recommendation 3

That the TS&NPAROC supports the National General Assembly Motion (Safe—Accessible—Affordable Transportation) which was passed by the Torres Shire Council OCM on 20 May 2025;

Recommendation 4

That the TS&NPAROC seek funding to develop a documentary of the political historical account of the Torres Strait region (from the 1936 Maritime Strike, 1937 First Councillors Conference, The New Deal, The Bamaga Accord, The MASIG Statement, etc) to assist with preserving history and capturing the past reforms in a documentary format.

Recommendation 5

That the TS&NPAROC commits to undertake a community engagement and dialogue in the NPA Region in relation to the Masig Statement and ROC.

EXECUTIVE SUMMARY:

Councillors from the Torres Strait Island Regional Council (TSIRC), Torres Shire Council (TSC) and Northern Peninsula Area Regional Council (NPARC) at the Leadership Forum in May 2025 put forward a number of recommendations for the Torres Strait and Northern Peninsula Regional Organisation of Councils (TS&NPAROC). Council is now asked to formally endorse these recommendations.

INTERESTED PARTIES/CONSULTATION:

- **Internal**
 - Chief Executive Officer
 - Mayor, Deputy Mayor, Councillors
- **External**
 - Torres Shire Council
 - Northern Peninsula Area Regional Council

BACKGROUND:

In March 2023 TSIRC, TSC and NPARC came together to formally launch the establishment of the TS&NPAROC. Collectively the TS&NPAROC represents the interests of residents of all 24 communities across the Torres Strait and Northern Peninsula Area. Leading up to the launch, each local government resolved to endorse the charter for the TS&NPAROC and to allocate initial resources for incorporation and set strategic direction.

The TS&NPAROC is to undertake research and advocacy on key regional issues to State and Federal governments and will bring about regional tendering and purchase agreements to achieve economies of scale and better synergies in service delivery through better management of projects across the region and to facilitate cooperative projects between the constituent local governments through shared services and joint Local Government activities.

It is noted that TS&NPAROC in September 2024 received funding from the Department of Treaty, Aboriginal and Torres Strait Islander Partnerships, Communities and the Arts to support its operations and build capacity. TSIRC, on behalf of the three member Councils, is currently undertaking a tender to source a suitable supplier to establish the TS&NPAROC as an independent body and recruit an executive officer to progress the development of TS&NPAROC and the implementation of its forward plan. Until the body is established and an executive officer appointed, TSIRC will continue to administer the funding on behalf of TS&NPAROC under an auspice arrangement.

REPORT:

At the Regional Leadership Forum on 14 May 2025 in Cairns, the attending Councillors of the three member Councils agreed to submit several recommendations to the individual member Councils for endorsement as follows:

Recommendation 1

That the TS&NPAROC make representation to the Torres Strait Regional Authority (TSRA) and Member for Leichhardt Matt Smith MP to fund a 2 x Day Regional Leaders Gathering for (TSC, TSIRC, NPARC, TSRA) to attend.

(Action item: 1) Include GBK and IIAC

Recommendation 2

That the TS&NPAROC make representation to Member for Leichhardt in relation to the top priorities for the region (Housing NPARI Package, Freight Equalisation Scheme, Federal Assistance Grant (FAGs) methodology review and increase in funding, Safe-Accessible-Affordable Transportation).

(Action item: 1) to add Safe & Healthy Communities to capture in the recommendation

(Action Item: 2) Include Member for Cook, David Kempton, and TSRA

Recommendation 3

Safe-Accessible-Affordable Transportation - That the TS&NPAROC supports the National General Assembly Motion which will be passed by Torres Shire Council OCM on 20 May 2025;

This National General Assembly calls on the Australian Government to work in partnership with First Nations councils and communities in increase long-term investment in transport infrastructure prioritising all-weather road connectivity, to improve year-round access and resilience in remote First Nations communities. The Assembly urges a comprehensive review and expansion of Federal funding provided for sea and air transport subsidy also, particularly in remote areas where communities face disproportionate freight costs and chronic social equity issues.

Recommendation 4

That the TS&NPAROC seek funding to develop a documentary of the political historical account of the Torres Strait region (from 1936 Maritime Strike, 1937 First Councillors Conference, The New Deal, The Bamaga Accord, The MASIG Statement etc) to assist with preserving history and capturing the past reforms in a documentary format.

Recommendation 5

That the TSNPAROC commits to undertake a community engagement and dialogue in the NPA Region in relation to the Masig Statement and ROC.

These recommendations now require formal endorsement by Council. Torres Shire Council passed the recommendations at its ordinary meeting on 20 May 2025. NPARC is yet to publish its May and June 2025 Council agendas and minutes.

COMPLIANCE/CONSIDERATIONS:

Statutory:	• <i>Local Government Act 2009</i>
Budgetary:	TS&NPAROC has a separate budget funded by the Department of Treaty, Aboriginal & Torres Strait Islander Partnerships, Communities and the Arts
Policy:	TS&NPAROC Charter
Legal:	Required under Local Government Regulation.
Risk:	Council is a member of TS&NPAROC and as such entitled to providing direction
Links to Strategic Plans:	Corporate Plan 2025-2030 – 3. A proactive and responsible Council Build strong relationships with the state and federal government and key stakeholders.
Masig Statement:	Section 4 – to achieve regional goals and aspirations
Standing Committee Consultation:	N/A
Timelines:	Upon approval by all three member Councils to be progressed by TS&NPAROC

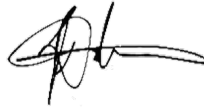
OTHER COMMENTS:

Nil

Recommended:

S. Andres

Susanne Andres
Executive Director Corporate Services

Approved:A handwritten signature in black ink, appearing to be 'J. William', with a long horizontal stroke extending to the right.

James William
Chief Executive Officer

ATTACHMENTS:

TS&NPAROC charter

Torres Strait & Northern Peninsula Area Regional Organisation of Councils (TS&NPAROC)

CHARTER



***TS&NPAROC is a Regional Organisation of Councils
representing the Torres Strait Island Region LGA, the Torres
Shire LGA and the Northern Peninsula Area LGA.***

The Regional Organisation of Councils represents the following communities & islands:

NPARC COMMUNITIES	TSIRC ISLANDS	
Injinoo	Badu Island	Mer (Murray) Island
Umagico	Boigu Island	Poruma (Coconut) Island
Bamaga	Dauan Island	Saibai Island
New Mapoon	Erub (Darnley) Island	Ugar (Stephen) Island
Seisia	Kirriiri (Hammond) Island	Warraber (Sue) Island
TSC ISLANDS	Kubin Community – Moa Is.	Iama (Yam) Island
Horn Island	St Paul's Community - Moa Is.	
Thursday Island	Mabuiag Island	
Prince of Wales Is.	Masig (Yorke) Island	

1. NAME

The name of the Organisation shall be the *Torres Strait & Northern Peninsula Area Regional Organisation of Councils* ("TS&NPAROC").

2. MISSION STATEMENT

To work cooperatively on a regional basis to achieve enhanced regional resource sharing between councils together with advancing our coordinated advocacy for our agreed regional priorities.

3. VISION

To lead and facilitate regional autonomy through collaborative planning and advocacy.

4. CORE VALUES

- a. Operate within frameworks which firstly respect our unique culture, Ailan Kastom and Aboriginal Lore
- b. Autonomy to act in accordance with the system of government;
- c. Integrity in all our professional dealings and the way in which we perform our functions;
- d. Responsivity to the needs of the communities in our region;
- e. Accountability and transparency to the member councils, constituents and other tiers
- f. of government;
- g. Commitment to working in collaboration and partnership with stakeholders operating within the region
- h. Equity; and
- i. Respect for cultural, individual rights and differences between councils.

Note – align to point 4 of the Masig Statement; Comparability – share benefit & shared value

5. OBJECTIVES

- a. To support and advance the interests of members and our communities in a regional context in accordance with our agreed 15-Point Plan.
- b. To develop policies and strategies from which all member Councils may act collaboratively to ensure a planned approach to the coordination of enhanced regional

governance, growth and the management of change.

- c. To act as an advocate to Queensland and Commonwealth governments and other authorities on issues of mutual concern and also to influence decision makers within these governments and their authorities.
- d. To address cross-boundary issues.
- e. To enhance communication and information sharing between member councils on a regional basis.
- f. To foster economic development and empowerment within our region by working in partnership with State and Federal agencies and governments, community, business and academic organisations.
- g. To ensure accountability of all other tiers of government in pursuit of equity in all relevant socio-economic metrics as detailed in our 15-Point-Plan and;
- h. To safeguard cultural and environmental values of our region and to enhance our combined efforts in combatting climate-change.

6. PRINCIPLES

In the pursuit of these objectives the members of TS&NPAROC will observe the following principles:

- a. Liaison - establish and maintain close liaison with the Local Government Association of Queensland and other Local Government networks to ensure as far as possible the pursuit of common objectives and strengthening of Local Government representation.
- b. Decisions - positions adopted and decisions taken shall acknowledge minority or dissenting viewpoints at a member's request. Resolution of regional matters shall promote the collective interest of the members in association without adversely affecting the interest of any member Council.
- c. Operations: -
 - Facilitating the sharing of resources and information between the Councils to achieve economies of scale and to improve the region.
 - Identifying, planning, prioritising, lobbying for and investing in regionally significant infrastructure and projects.
 - Providing a forum for the Councils to meet regularly in an atmosphere of goodwill and trust.
 - Developing effective networks and alliances with the key stakeholders.
 - Dealing with other issues of significance as determined from time to time by the participating Councils.
- d. Regional Coordination and Co-operation in relation to but not limited to our objectives as governed and enunciation and implementation of our 15-Point Plan.

Facilitating the sharing of resources and information between the councils to achieve economies of scale and to improve the region.

Providing a forum for the Councils to meet regularly in an atmosphere of goodwill and trust.

7. MEMBERSHIP

- a. Membership of TS&NPAROC shall be open to the following Councils:
 - Torres Strait Island Regional Council
 - Torres Shire Council
 - Northern Peninsula Area Regional Council
- b. Additional Councils may be admitted as members by majority vote of the existing members.
- c. A member may resign at any time by notice in writing.
- d. Members may agree by majority vote for other neighbouring Councils to be granted observer status on the TS&NPAROC.

8. CHAIRPERSON AND ALTERNATIVE CHAIRPERSON

The Chairperson of TS&NPAROC shall rotate between the three councils. The Chairperson shall preside at all meetings of the TS&NPAROC between general meetings of the TS&NPAROC. In the absence of the Chairperson, they will appoint another elected member from their respective member council to preside over the meeting.

9. POWERS

TS&NPAROC shall have the power to:

- a. Make and levy an annual subscription for membership in such amount or amounts as may be determined at an Annual General Meeting or at any other meeting on a notice of motion given at least fourteen days prior to the other meeting;
- b. Expect members to financially commit to the subscription fee unless written resignation is received prior to the Annual General Meeting or any other meeting on a notice of motion given at least fourteen (14) days prior to that other meeting;
- c. Make and levy a special levy for any or all of its objects in such amount as may be determined at an Annual General Meeting or at any other meeting on a notice of motion given at least fourteen (14) days prior to an Annual General Meeting or any other meeting but in any case any such resolution shall have no force or effect unless the vote is unanimous;
- d. Each member Council will contribute equally to the operation of TS&NPAROC, subject to unanimous decisions on differential contributions as may be agreed by TS&NPAROC.
- e. Any additional requests for funds for projects and / or matters not included in the annual budget, but are considered to be of an urgent and important regional nature, shall be referred to the member Councils for approval.
- f. All member Councils must approve the request for additional funds before the project is undertaken.
- g. Determine and make payments from its funds for any or all of the purposes of its objectives.

- h. Take any gift or property whether or not subject to any special trust for any or all of the objects of the organisation, provided that the organisation shall deal only in such manner as provided in any trust.
- i. Receive any grant or subsidy and apply monies for the purposes of such grant or subsidy.

10. MEETINGS

Meetings of TS&NPAROC will be held generally in accordance with the following guidelines:

- a. Meetings shall be held with at least fourteen (14) days written notice as follows:
 - generally quarterly (face-to-face) and monthly (teleconference);
 - as determined at a previous meeting(s);
 - when called by the Chairperson;
 - at the written request of any member with agreeance of the other two members.
- b. Meetings may be conducted by teleconference or individual members may participate in a meeting by teleconference.
- c. Minutes of the meetings shall be circulated within fourteen (14) days to representatives and confirmed at the following meeting.
- d. Resolutions may be made between meetings by way of flying minutes at the discretion of the Chairperson. Such resolutions may be signed in counterparts and delivered by post, in person, email or facsimile.
- e. A quorum shall consist of a representative from each member council.
- f. The Chairperson shall be responsible for the conduct of the meetings and although informal, meetings shall be consistent with the QLD Local Government Model Meeting Procedures.
- g. An Annual General Meeting (AGM) shall be held within three (3) months from the end of each financial year:
 - To receive audited annual financial statements and reports;
 - To establish and determine a forward annual budget and the amounts of annual subscriptions; and
 - To transact any other business.
- g. The quorum for an AGM shall be all of the member Councils.

11. APPOINTMENT AND REMOVAL OF REPRESENTATIVES

Each member Council shall appoint two elected representatives, being preferably the Mayor and Deputy Mayor, for the full term of the member Councils except as this might be varied by notice given by a member Council.

A proxy may attend meetings and will vote if the appointed representative has not given written instructions for voting direction.

Representatives and office holders may be removed from a position with the TS&NPAROC by the vote of at least a 75% majority of the member Councils.

12. ATTENDANCE

TS&NPAROC meetings shall be attended by:

- a. Two representatives from each member Council;
- b. CEOs from each member Council;
- c. TS&NPAROC Executive Officer, and
- d. Staff of the member Councils for presentation of reports etc.

TS&NPAROC meetings are open to Councillors of the member Councils as observers and other persons on invitation.

13. OBLIGATIONS OF MEMBERS

As the purpose of TS&NPAROC is to facilitate regional cooperation, it is expected that representatives will consider all issues from a regional perspective and decide the merits of an issue in the interests of the communities of the region..

14. VOTING

- a. Every question, matter or motion shall be decided by a majority of votes of the members represented at a meeting unless otherwise specified in this Charter.
- b. Every full member shall be entitled one (1) vote.
- c. In the event of an equality of votes the Chairperson shall have a second or casting vote.
- d. A member may vote through its representative or authorise, in writing, any other person to be its proxy in accordance with its directions.
- e. Any member may request the recording of and have recorded any dissent from or qualification of a majority decision.

15. CONFIDENTIALITY OF MEETINGS

In order that TS&NPAROC members may discuss items or issues in a manner that is without fear or favour, meetings will generally be closed to the public. Meeting Agenda and Minutes will form the public record.

16. MEDIA RELATIONS

TS&NPAROC members have equal rights as the spokesperson(s) for TS&NPAROC. The members may elect to delegate to the Executive Officer or another person. All media inquiries are, in the first instance, to be directed to the Mayor of each member council. Media Statements are to be agreed by the member councils prior to release.

17. PROCEEDINGS AT LAW

Upon a resolution of the TS&NPAROC to initiate proceedings at law, the Mayors of Member Councils, Executive Officer or other representative appointed for that purpose by resolution may undertake proceedings in his/her name as a representative of TS&NPAROC and shall have the right of indemnity, from TS&NPAROC funds, against any claim arising from such representation or in respect to costs properly incurred or any award made against him/her as a representative of the TS&NPAROC.

18. POLICIES

TS&NPAROC may from time to time at any meeting make, amend or repeal policies consistent with its objectives and principles.

19. ALTERATION OF CHARTER AND THE 15-POINT PLAN

These rules may be rescinded, amended or added by resolution passed by all member councils at an Annual General Meeting or Special General Meeting called for that purpose.

The 15-Point Plan may only be amended by consensus at the Annual General Meeting or Special Meeting called for this purpose.

A notice of motion to this effect shall be submitted to the member councils for distribution to members at least 30 days before the meeting at which the proposal shall be considered.

20. FUNDS AND ACCOUNTS

Invoices of TS&NPAROC shall be paid equally by the three member councils unless a prior agreement has been made by the councils. No funds shall be expended without the agreement of the three member councils.

Books and accounts shall be kept. The Executive Officer shall make all necessary arrangements for the keeping of books and accounts and for the preparation of financial statements and reports.

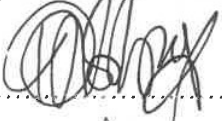
Such financial statements and reports shall be prepared for the Annual General Meeting and at such other intervals as determined at a meeting of the TS&NPAROC.


The income and property of the TS&NPAROC shall be used and applied solely in promotion of its objectives and in the exercise of its powers and other provisions of this Charter.

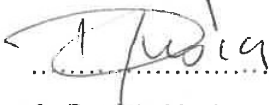
EXECUTION

We the undersigned, agree to be bound by the Charter of the Torres Strait & Northern Peninsula Area Regional Organisation of Councils.

Signed for and on behalf of the member Councils


..... 06 / 03 / 2023
Cr Phillemon Mosby Mayor, Torres Strait Island Regional Council


..... 06 / 03 / 2023
Cr Yen Loban Mayor, Torres Shire Council


..... 06 / 03 / 2023
Cr Patricia Yusia Mayor, Northern Peninsula Area Regional Council

Note: This Charter was originally adopted on 6th March 2023.



ORDINARY MEETING

17-18 JUNE 2025

Agenda Item

3.1

Office of the Chief Executive Officer

AUTHOR: Chief Executive Officer

CHIEF EXECUTIVE OFFICER MONTHLY REPORT (JUNE 2025)

OFFICER RECOMMENDATION

Council notes the Chief Executive Officer Report for June 2025.

EXECUTIVE SUMMARY:

The Chief Executive Officer's monthly report summarises key operational activities undertaken since the previous Council meeting, including any key media activities.

1. Building Services

Nil input.

2. Community Services

Highlights:

Housing

- Presentation of Housing Policy & Procedures Councils May workshop
- Onboarding new staff and face to face training
- Progressing Badu matters with correspondence from CEO
- Input in to strategic capital build

Environment & Health

- Investigate and present opportunities to address animal management issues across the region at Councils workshop
- Animal Mgt Training delivery at Poruma
- Supporting Qld Health with Malaria outbreak on Saibai

Divisional Administration

- Working through Internal Audit recommendations to meet compliance
- Updating Policies and Procedures for ELT adoption in June / July

Key focus areas for the month ahead:

- Housing – Policy and Procedures finalization after Council workshop for ELT and adoption
- Planning for August 23 Celebrations with Elected Arm

3. Corporate Services

Highlights:

- The Corporate Plan 2025-2030 was adopted by Council at the May 2025 Council meeting
- Economic Development Strategy community engagements on Dauan, Kirriri, Poruma, Yam, Warraber, Badu and St Pauls
- Training and Recruitment Officers attended the Tagai Careers Market
- Trustee Policy community consultation finalised for all communities
- Completed on-site inspection for the Compac system Defect Rectification Period

Key focus areas for the month ahead:

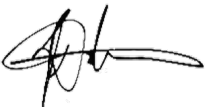
- Present Operational Plan at the June 2025 Council meeting
- Economic Development Strategy community engagements for Erub, Masig, Mer, Ugar, Mabuiag and Kubin.
- Microsoft Authenticator Stage 2
- Finalisation of Certified Agreement negotiations
- Native Title consent proposal for the Quickstarts Qld funding package
- Delivery final two garbage truck and nine green fleet

4. Engineering Services

Nil input.

5. Financial Services

Nil input.



James William
Chief Executive Officer



DIRECTORATE: Corporate Services

AUTHOR: Community Grants Officer

COMMUNITY GRANTS PROGRAM ALLOCATION (MAY 2025)

OFFICER RECOMMENDATIONS:

1. Council **resolves** to allocate Community Grants Program funding to applicants in accordance with the *Community Grants Policy*.
 - **CG2025-115 – NELSON THAIDAY, ERUB** for \$1,500.00, exclusive of GST;
2. Council **resolves** to allocate Community Grants Program funding to applicants in accordance with the *Community Grants Policy*.
 - **CG2025-108 – BASANA GEMINI, IAMA** for \$X,XXX.XX, exclusive of GST;
3. Council **resolves** to allocate Community Grants Program funding to applicants in accordance with the *Community Grants Policy*.
 - **CG2025-109 – CLARA ETHEL LUI, WARRABER** for \$X,XXX.XX, exclusive of GST;
4. Council **notes** the following:
 - a) nine (9) Community Grants applications were deemed ineligible for funding;
 - b) two (2) Funeral Donation application required divisional contributions;
 - c) five (5) applications processed for out-of-cycle and funeral donations in May.

EXECUTIVE SUMMARY:

Community Grants applications must be submitted on the last Friday of the month to be tabled at the next Ordinary Council meeting.

The following applications were received before the monthly deadline of 5 pm, 30/05/2025.

In accordance with Council's *Community Grants Policy*, three (3) Community Grants applications meeting eligibility requirements were received during the reporting period that require Council resolution.

Applicant	Amount Requested	Project/Event	Support by Councillor	Division
CG2025-115 – Nelson Thaiday	\$1,500.00	Coming of The Light Celebration on Erub Island, 01-02/07/2025	Cr. Nixon Mye	Erub
CG2025-108 – Basana Gimini	\$1,886.67	Multi Charter for the Central/Eastern Cluster to attend the Laurie Spina Shield in Townsville, 04-05/07/2025.	Verbally supported for divisional contribution to be requested at the June Council OM by Cr. Aggie Hankin	Iama
CG2025-109 – Clara Ethel Lui	\$1,886.67	Multi Charter for the Central/Eastern Cluster to attend the Laurie Spina Shield in Townsville, 04-05/07/2025.	Verbally supported for divisional contribution to be requested at the June Council OM by Cr. Kabay Tamu	Warraber

In accordance with Council's *Community Grants Policy*, nine (9) Community Grants applications were considered *ineligible* for Community Grants funding. No council resolution is required.

Applicant	Amount Requested	Project/Event	Reason for being Ineligible	Division
FTA2025-086 – Charlotte Yellub-Pearson	\$3,650.00	Funeral Travel – Funeral of the Late Mr Halley Yellub on Mabuiag Island, 24/05/2025.	Declined – Passengers of the application were not current residents of TSIRC's LGA.	Kubin
FTA2025-090 – Josie Nawia	\$5,000.00	Funeral Travel – Funeral of the Late Mr Percy Maitie on Boigu Island, 23/05/2025.	Declined – Kubin Division funeral travel grant reached limit of \$5,000.00 per funeral, per community. <i>FTA2025-089 – Helen Joy Tomsana approved for \$5,000.00 on 22/05/25.</i>	Kubin
FTA2025-091 – Bana Sailor	\$5,000.00	Funeral Travel – Funeral of the Late Mr Percy Maitie on Boigu Island, 23/05/2025.	Declined – Exhausted community grants balance for St Paul's Division.	St Pauls

Applicant	Amount Requested	Project/Event	Reason for being Ineligible	Division
FTA2025-092 – Clara Toby	\$3,260.00	Funeral Travel – Funeral of the Late Mr Koeygab Pabai on Thursday Island, 29/05/2025.	Declined – Funeral is taking place outside of TSIRC's LGA. <i>As per Community Grants Policy, Schedule 3 of Funeral Travel Grant, under 3. Assessment.</i>	Boigu
FD2025-093 – Barsa Salee	\$5,000.00	Funeral Expenses – Funeral of the Late Mr James Elliot Salee on Mer Island, 20/06/2025.	Declined – Applicant ineligible due to current payment plan breach with Council. <i>As per Community Grants Policy, Section 4 of the Policy Statement, under 4.3 Eligibility.</i>	Mer
FTA2025-094 – Walea Tom	\$5,000.00	Funeral Travel – Funeral of the Late Mr Koeygab Pabai on Thursday Island, 29/05/2025.	Declined – Funeral is taking place outside of TSIRC's LGA. <i>As per Community Grants Policy, Schedule 3 of Funeral Travel Grant, under 3. Assessment.</i>	Boigu
FTA2025-095 – Banisha Mosby	\$612.00	Funeral Travel – Funeral of the Late Mr Koeygab Pabai on Thursday Island, 29/05/2025.	Declined – Funeral is taking place outside of TSIRC's LGA. <i>As per Community Grants Policy, Schedule 3 of Funeral Travel Grant, under 3. Assessment.</i>	Kubin
FD2025-096 – Josephine Ahmat	\$1,371.00	Funeral Repatriation – Funeral of the Late Mrs Timena Reuben on Badu Island, 10/06/2025	Declined – Applicant ineligible due to current payment plan breach with Council. <i>As per Community Grants Policy, Section 4 of the Policy Statement, under 4.3 Eligibility.</i>	Badu

Applicant	Amount Requested	Project/Event	Reason for being Ineligible	Division
FTA2025-097 – Josephine Ahmat	\$1,371.00	Funeral Travel – Funeral of the Late Mrs Timena Reuben on Badu Island, 10/06/2025	Declined – Applicant ineligible due to current payment plan breach with Council. <i>As per Community Grants Policy, Section 4 of the Policy Statement, under 4.3 Eligibility.</i>	Badu

INTERESTED PARTIES/CONSULTATION:

Councillors
Chief Executive Officer
Executive Directors
Divisional Managers
Community Grants Officer

BACKGROUND:

Community Grants applicants are received directly to Community Grants or via Division staff or Council. Applicants are assessed against eligibility criteria as per the *Community Grants Policy*.

Statutory:	<i>Local Government Act 2009</i>
Budgetary:	Approved allocation of funds for Community Grants as per TSIRC 2024-25 budget.
Policy:	<i>Community Grants Policy</i>
Legal:	N/A
Risk:	No financial risk identified as the allocation is within existing Community Grants budget.
Links to Strategic Plans:	These projects strategically align to specific delivery objectives under the People and Prosperity pillar of Council's Corporate Plan.
Masig Statement:	N/A
Standing Committee Consultation:	N/A
Timelines:	Community Grants applications must be submitted on the last Friday of the month to be tabled at the next Ordinary Council meeting.

CONCLUSION:

Council resolves the three (3) applications meeting eligibility requirements and notes the grant applications processed out-of-cycle and funeral donations provided in May 2025 in accordance with the *Community Grants policy*.

Prepared/Recommended:

Katherine Epsig
Community Grants Officer

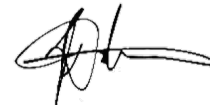
Recommended:

Robert Blake
Acting Manager Administration and
Communication

Endorsed:

S. Andres

Susanne Andres
Executive Director Corporate Services

Approved:

James William
Chief Executive Officer

ATTACHMENTS

1. *Fund Balances*
2. *Applications Processed During the Reporting Period*

Attachment 1: Fund Balances

Division	Councillor	Budget	Less Approved Funding	Closing Balance
Boigu	Cr. Toby	\$25,000.00	\$25,000.00	\$0.00
Hammond	Cr. Dorante	\$25,000.00	\$12,382.88	\$12,617.12
St Pauls	Cr. Levi	\$25,000.00	\$24,517.48	\$482.52
Ugar	Cr. Stephen	\$25,000.00	\$18,909.03	\$6,090.97
Badu	Cr. Wosomo	\$25,000.00	\$25,000.00	\$0.00
Dauan	Cr. Elisala	\$25,000.00	\$12,138.20	\$12,861.80
Erub	Cr. Mye	\$25,000.00	\$19,400.00	\$5,600.00
Iama	Cr. Hankin	\$25,000.00	\$24,684.00	\$316.00
Kubin	Cr. Manas	\$25,000.00	\$20,997.97	\$4,002.03
Mabuiag	Cr. Fell	\$25,000.00	\$23,204.39	\$1,795.61
Mer	Cr. Kaigey	\$25,000.00	\$24,104.76	\$895.24
Poruma	Cr. Pearson	\$25,000.00	\$23,482.33	\$1,517.67
Saibai	Cr. Aniba	\$25,000.00	\$23,350.00	\$1,650.00
Warraber	Cr. Tamu	\$25,000.00	\$24,403.30	\$596.70
Yorke	Cr. Ted Mosby	\$25,000.00	\$22,945.67	\$2,054.33
Mayor	Mayor Mosby	\$25,000.00	\$18,195.00	\$6,805.00
Community Gifts	CEO	\$20,000.00	\$10,000.00	\$10,000.00
		\$420,000.00	\$352,715.01	\$67,284.99

Attachment 2: Applications Processed During the Reporting Period for Noting

Application Type	Community Entity Applicants	Amount Requested	Project/Event	Amount Approved	Division
Out-of-Cycle Applications	CG2025-103 – PELISTA KETCHELL	\$2,366.50	MULTI CHARTER FOR THE CENTRAL/EASTERN CLUSTER TO ATTEND THE LAURIE SPINA SHIELD IN TOWNSVILLE, 04-05/07/2025.	\$2,366.50	ERUB
	CG2025-104 – ANNIE MABO	\$2,366.50		\$300.00	MER
	CG2025-105 – GIKANA MOSBY	\$2,366.50		\$2,366.50	YORKE
	CG2025-107 – BETHALIA NAAWI	\$1,886.67		\$1,886.67	PORUMA
Funeral Donation/Travel Assistance	FD2025084 – DOROTHY DAU	\$1,206.35	FUNERAL CATERING - FUNERAL OF THE LATE MRS ELMA DAU ON SAIBAI ISLAND, TBA.	\$1,206.35	SAIBAI
	FD2025-085 – NORMA WHAP	\$1,500.00	FUNERAL CATERING - FUNERAL OF THE LATE MR HALEY YELLUB ON MABUIAG ISLAND, 24/05/2025.	\$1,500.00	MABUIAG
	FD2025-087 – KATY UTA	\$5,000.00	FUNERAL DIRECTOR – FUNERAL OF THE LATE MR EDWARD SAM ON SAIBAI ISLAND, TBA	\$2,763.81	SAIBAI
		\$1,000.00		\$1,000.00	DAUAN
		\$563.81		\$563.81	ERUB
		\$500.00		\$500.00	BADU
		\$500.00		\$500.00	KUBIN
		\$200.00		\$200.00	YORKE
	FD2025-088 – PABAI PABAI	\$3,000.00	FUNERAL CATERING – FUNERAL OF THE LATE MR PERCY MAITIE ON BOIGU ISLAND, 23/05/2025.	\$1,136.45	BOIGU
		\$200.00		\$200.00	YORKE



ORDINARY MEETING

17-18 JUNE 2025

Agenda Item

6.2

DIRECTORATE: Corporate Services

AUTHOR: Grants Revenue Officer

FUNDING ACQUISITION REPORT (MAY 2025)

OFFICER RECOMMENDATION:

Council notes this report and its content.

EXECUTIVE SUMMARY:

The Funding Acquisition Report provides an update and summary of Council's current grant application and acquisition outcomes for the May 2025 reporting period.

The included tables highlight all current funding applications, including pending, successful and unsuccessful.

Applications are separated into Operational Funding and Capital Project Funding for the financial year 2024-25.

In May 2025:

- 1 x funding application was successful at the combined value of \$2,222,000.00.
 - Transport & Main Roads – ATSI TIDS - Dauan Island Barge Ramp Upgrade - \$2,210,000.00.
 - National Indigenous Australians Agency – 2025 NAIDOC events for TSIRC Regions - \$12,000.00.
- 1 x funding application was submitted for the value of \$7,536,710.00.
 - Queensland Reconstruction Authority - \$7,536,710.00 - Boigu Island Airport Aerodrome Apron.

Note: There may be a discrepancy between the figures listed on this report against actuals in financial reports. This is largely due to the carry-over of project underspends from operational funding, as well as capital projects that receive progress payments spanning over multiple financial years combined with revenue recognition requirements per Accounting Standards.

Operational Project Funding 2024-2025

Funding Stream	Total	Project Details	Date of Application	Date of Outcome	Outcome	Comment
LGAQ QCoast 2100 Round 4	\$ 603,793.00	Implementation of a Coastal Hazard Adaption Strategy. Three components - Construction and deployment of artifical reef modules, dune revegetation and maintenance activiteis, and capacity building engagement with the community to deliver construction and revegetation activities.	28-Feb-25		Pending	
Queensland Regional Authority	\$ 2,734,125.81	Erub roads - TC Jasper	28-Jan-25	5-Mar-25	Pending	Council Resolution for CEO Delegation April 2025
Queensland Regional Authority	\$ 584,215.53	Hammond Roads - TC Jasper	8-Dec-24	5-Mar-25	Pending	Awaiting Executed Agreement
National Indigenous Australians Agency (NIAA)	\$ 12,000.00	2025 NAIDOC events for TSIRC Regions	20-Feb-25	30-May-25	Successful	Originally applied for \$25,000.00. Approved for \$12,000.00.
Torres Strait and Northern Peninsula Area Climate Resilience Grant Program	\$ 3,950,000.00	To help Torres Strait and Northern Peninsula better adapt to impacts of climate change	6-Mar-25	16-Apr-25	Successful	The previous amount listed on March Council Report of \$3,000,000.00 was an approximate amount. \$3,950,000.00 is the exact funding amount approved. DISR
Torres Strait Regional Authority	\$ 136,500.00	Economic Development 24-25 Phase 1 - Community Consultation	14-Jun-24	17-Jan-25	Successful	
Department of Agriculture and Fisheries	\$ 80,000.00	Biosecurity Services - Exotic Fruit Fly Block Program in the Torres Strait	1-Oct-24	10-Dec-24	Successful	
State Library Queensland	\$ 480,000.00	Growing IKC Centres Project - Digital Inclusion	27-Sep-24	27-Sep-24	Successful	
Torres Strait Regional Authority	\$ 130,000.00	Requested Subsidy for Ferry Service between Hammond Island and Thursday Island.	10-Nov-23	20-Dec-24	Successful	
Department of Environment, Science and Innovation	\$ 150,000.00	Erub Island Landfill closure and template development	18-Jun-24	20-Sep-24	Successful	
Queensland Regional Authority	\$ 32,800.00	Emergent Works BRACS Rd Erub	17-Sep-24	21-Nov-24	Successful	
Queensland Regional Authority	\$ 3,648,007.46	Ugar Landslip	20-Aug-24	5-Dec-24	Successful	
Queensland Regional Authority	\$ 10,660.00	Get Ready Queensland Grant Program	4-Sep-24	15-Nov-24	Successful	
Queensland State Emergency Services - 2025 -26 (SES) Support Grant Program	\$ 74,041.95	Purchase of New SES support Vehicle for Kubin	28-Nov-24	29-May-25	Unsuccessful	Dept. Received a high number of applications that unfortunately exceeded the funding available.
Torres Strait Regional Authority	\$ 85,000.00	Feasibility Study into Hammond Island Ferry Service.	7-Feb-24	1-Dec-24	Unsuccessful	TSRA advised they did not have the funds and would not support a Feasibility Study.
Gambling Community Benefit Fund	\$ 25,000.00	Purchase of Sporting Equipment Masig & Kubin basketballs, volleyballs,netballs. Community Launch on each island. Mural on Masig Amenities block by local First Nations Artist.	19-Nov-24	7-May-25	Unsuccessful	Application meritorious but fund is oversubscribed and application was not able to be funded
	\$ 12,736,143.75					

Capital Project Funding 2024-2025

Funding Stream	Total	Project Details	Date of Application	Date of Outcome	Outcome	Comment
Queensland Reconstruction Authority (QRA)	\$ 7,536,710.00	Boigu Island Airport Aerodrome Apron	1-Apr-25		Pending	Resolution to be obtained at May 2025 Com for CEO delegation to sign and return to QRA for Execution
Department of Infrastructure, Transport, Regional Development, Communications and the Arts - Remote Airstrip Upgrade Program - Round 11	\$ 3,970,850.00	Boigu airstrip reseal	13-Dec-24		Pending	Expected outcome TBC
Community Childcare Fund – Sustainability Support	\$ 3,160,000.00	Aragun Childcare Centre –support to increase sustainability of service and increase enrolments	29-May-24		Pending	Expected Outcome Q3 2024 - NOTE: ED Community Services advised this grant has been secured. Awaiting official notification & Agreement. 03/04/2025 - Received email confirming In Principle additional funding approved- from \$2,882,880.00 - increased to \$3,160,000.00.
Torres Strait Regional Authority	\$ 1,200,000.00	Ugar Fuel Bowser Project. Note: \$482,000 secured from previous funding.	8-Nov-23		Pending	
TMR - ATSI TIDS	\$ 2,210,000.00	Dauan Island Barge Ramp Upgrade	14-Feb-25	27-May-25	Successful	
Queensland Remembers Grants Program Round 4	\$ 49,145.00	Queensland Remembers Memorial Badu Project	23-Sep-24	19-Feb-25	Successful	
Torres Strait Regional Authority	\$ 568,000.00	Badu Dedicated Outlet Main Upgrade	19-Dec-24	19-Dec-24	Successful	
Department of Transport and Main Roads - 2024-25 ATSI TIDS	\$ 485,000.00	Boigu Island Primary Access Road Upgrade	30-Oct-24	30-Oct-24	Successful	
Works for Queensland - Round 5	\$ 4,580,000.00	4 x Mechanic sheds + fitouts	4-Jul-24	1-Aug-24	Successful	
QuickStart Housing EOI	\$ 5,114,507.00	Commonwealth Housing Commission (6) social housing Plug-In extensions, consisting of two (2) bedrooms and one (1) Bathroom. 2 Plug-ins have been requested for each of Masig Island, St Pauls island and Warraber Island.	12-Mar-23	4-Oct-24	Successful	Full application required Q3 2024 - NOTE: Letter advice received on 04/10/2024 from Dept. of Housing, Local Govt. Originally successful in October 2024 for \$4,826,780.00
Dept of Infrastructure, Transport, Regional Development, Communities and the Arts	\$ 1,709,739.00	Roads to Recovery 2024-2029 - Long-term planning for the safer maintenance and upgrade of local roads.	22-May-24	22-May-24	Successful	
National Emergency Management Agency - Disaster Ready Fund	\$ 135,269.00	Backup generators for Poruma, Dauan, Erub, Boigu and Maubiag Islands	20-Mar-24	28-Aug-24	Successful	Includes \$6500 co-contribution. Executed Contract Pending
National Emergency Management Agency - Disaster Ready Fund	\$ 110,462.00	Badu Island Generator	20-Mar-24	28-Aug-24	Successful	Includes \$4500 co-contribution.Executed Contract Pending
National Emergency Management Agency - Disaster Ready Fund	\$ 958,627.00	Boigu Council Office roof and ceiling upgrade	20-Mar-24	28-Aug-24	Successful	Including \$5000 co-contribution. Executed Contract Pending
Queensland State Emergency Services - 2025 -26 (SES) Support Grant Program	\$ 150,000.00	St Pauls SES Shed Refurbishment	29-Nov-24	29-May-25	Unsuccessful	Dept. Received a high number of applications that unfortunately exceeded the funding available.
QRRRF	\$ 162,737.00	Mabuiag Dump Road Upgrade	11-Jan-24		Unsuccessful	TSIRC application was heavily oversubscribed with applications recieved for many quality projects with the TSIRC application unsuccessful.
Housing Support Program - Community Enabling Infrastructure Stream	\$ 31,895,000.00	Reclaimed residential (asbestos removal)	16-Aug-24		Unsuccessful	announced successful projects. TSIRC application were not included. No direct correspondence received from funder as yet with reasoning.
Housing Support Program - Community Enabling Infrastructure Stream	\$ 21,376,567.00	Warraber residential development	16-Aug-24		Unsuccessful	announced successful projects. TSIRC application were not included. No direct correspondence received from funder as yet with reasoning.
	\$ 85,372,613.00					

Annual Local Government Funding 2024-2025

The table below highlights all Annual Local Government Funding, that Council was allocated for 2024/25. No application is required for this type of funding.

Council officers note that the below figures will not reconcile to budget documents or financial statements as per AASB 1058, Council is required to recognise revenue on receipt of funds.

ANNUAL LOCAL GOVERNMENT FUNDING				
Funding Stream	24/25 Total Allocation	Project Details	Date of Application	Comments
Queensland Fire and Emergency Services	Due May 2025	This payment is an additional one-off payment, increasing the Annual Subsidy to \$TBC	Annual Allocation	100% paid upfront for current financial year 24/25
Queensland Fire and Emergency Services	\$ 26,521.43	This payment recognises the costs incurred by Local government in providing support to their SES Groups and Units	Annual Allocation	100% paid upfront for current financial year 24/25
Financial Assistance – Indigenous Councils Funding Program	\$ 16,469,355.00	The ICFP replaces the SGFA & RRP and represents a significant investment in Queensland's Indigenous communities.	Annual Allocation	100% paid upfront for current financial year 24/25
Financial Assistance – General Purpose	\$ 15,571,673.00	Financial Assistance General Purpose is an annual allocation-based program for local government bodies based on the principal of horizontal fiscal equalisation, enabling them to function by reasonable effort to an average standard.	Annual Allocation	100% paid upfront for current financial year 24/25
Financial Assistance – Local Roads	\$ 209,993.00	Financial Assistance Local Roads is an annual allocation-based program to assist local governments with roads expenditure and to preserve its roads assets	Annual Allocation	100% paid upfront for current financial year 24/25
Total Allocation for 24/25	\$ 32,277,542.43			

INTERESTED PARTIES/CONSULTATION:

Executive Leadership Team and various Directorate staff/managers

BACKGROUND:

New funding opportunities are channelled to both the Executive Leadership Team and the Administration and Communication team for thorough evaluation. Should a funding opportunity be deemed viable, the application process is managed either internally within the relevant directorate or in collaboration with Peak Services. Once secured, successful funding contracts are overseen by the Enterprise Development team internally.

COMPLIANCE/CONSIDERATIONS:

Statutory:	Local Government Act 2009 Local Government Regulation 2012
Budgetary:	Operational and capital budget is adjusted upon successful funding application
Policy:	N/A
Legal:	N/A
Risk:	Council relies on external grant funding to ensure financial stability and liquidity. Council will continue to advocate for increased funding opportunities aligned with Core Plan strategic priorities and Operational Plan deliverables. All successful funded projects will need to be completed by the timeframes set out in the respective funding agreements. Enterprise Development alongside identified Project Manager/s will ensure reporting and monitoring mechanisms are established to guarantee project milestones, acquittals, reporting and contract completion are finalised within the contractual parameters.
Links to Strategic Plans:	Corporate Plan 2020-2025 (Bisnis Plan) People - Outcome 4: We are a transparent, open, and engaging Council. Sustainability - Outcome 8: We manage Council affairs responsibly to the benefit of our communities.
Masig Statement:	N/A
Standing Committee Consultation:	N/A
Timelines:	N/A

OTHER COMMENTS:

That Council notes and provides any necessary feedback to this report.

Prepared:

Georgina Thaiday
Grants Revenue Officer

Recommended:



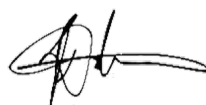
Robert Blake
Acting Manager Administration and
Communication

Endorsed:

S. Andres

Susanne Andres
Executive Director Corporate Services

Approved:



James William
Chief Executive Officer

ATTACHMENTS: Nil.



DIRECTORATE: *Corporate Services*

AUTHOR: *Acting Manager Administration and Communication*

OPERATIONAL PLAN 2025-26

OFFICER RECOMMENDATION:

Council resolves to:

1. **endorse the Operational Plan for the 2025-26 financial year, in accordance with Section 174 of the *Local Government Regulation 2012*; and**
 2. **delegate authority to the Chief Executive Officer in accordance with the *Local Government Act 2009* to make any further minor administrative amendments to the Operational Plan as they arise.**
-

EXECUTIVE SUMMARY:

Pursuant to both the *Local Government Act 2009*, and the *Local Government Regulation 2012*, Council has prepared an annual Operational Plan in alignment with the Corporate Plan 2025-2030.

The annual Operational Plan outlines how Council plans to progress the implementation of the 5-year Corporate Plan during the financial year 2025-2026. Performance and progress against the objectives set forth in the Operational Plan will be reported quarterly by the relevant Department of Council.

Council may, by resolution, amend its annual Operational Plan at any time before the end of the financial year.

Interested Parties/Consultation:

- Elected Council
- Chief Executive Officer
- Executive Directors
- All Council Departments

Background:

This will be Council's first Operational Plan to align with the new Corporate Plan 2025-2030 which was adopted in May 2025.

Preparation of the Operational Plan started in February 2025 with Executive Directors and Managers.

The draft Plan was endorsed by the Strategic Action Reference Group (SARG) Standing Committee at its May 2025 meeting and subsequently presented to Council for discussion at the May 2025 workshop.

The Operational Plan is structured around Council's corporate structure which was endorsed by Council in June 2023.

Council customarily adopts its annual Operational Plan at the same time it adopts the Annual Budget.

COMPLIANCE / CONSIDERATIONS:

Statutory:	<ul style="list-style-type: none">• <i>Local Government Act 2009</i>• <i>Local Government Regulation 2012</i>
Budgetary:	The Operational Plan has been developed in conjunction with the development of the annual budget to ensure activities recorded in the plan have been appropriately funded where required.
Policy:	Corporate Plan 2025-30
Legal:	It is a statutory requirement that Council adopts an annual Operational Plan.
Risk:	Financial risk if budget unavailable for operational plan projects. Reputational risk if organisation is unable to deliver on operational plan.
Links to Strategic Plans:	Aligns with the Corporate Plan 2025-2030: <ul style="list-style-type: none">• Strengthening our Communities• Maintaining and renewing our infrastructure• A proactive and responsible Council• Protecting our natural environment
Masig Statement:	Advancing the Masig Statement is the first objective of the Operational Plan 2025-2026 (Office of the CEO)
Standing Committee Consultation:	Strategic Action Reference Group Standing Committee and all advisory committees
Timelines:	Quarterly report

Other Comments:

Nil.

Prepared:



Robert Blake

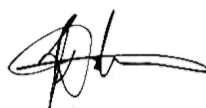
Acting Manager Administration and
Communication

Recommended:

S. Andres

Susanne Andres
Executive Director, Corporate Services

Approved:



James William
Chief Executive Officer

ATTACHMENTS:

Operational Plan 2025-2026



Torres Strait Island
REGIONAL COUNCIL

Masig Island

OPERATIONAL PLAN

2025 - 2026



Acknowledgement

Torres Strait Island Regional Council acknowledges Native Title Holders, Elders past and present, and all members of the Communities we serve within the five clusters of Zenadth Kes: Kemer Kemer Meriam Nation of the Eastern Islands, the Kulkalgal Nation of the Central Islands, Kaiwalagal Kaurareg Aboriginal Nation of the Inner Islands, Malulilgal Nation of the Western Islands, and the Gudaw Malulgal Nation of the Top Western Islands. We recognise their continuing connection to land and sea and the strength of a cultural heritage and belief system that spans past, present and future generations. We also recognise all Torres Strait Islander people in the Region and on the Australian mainland.

Disclaimer:

Torres Strait Islander and Aboriginal peoples should be aware that this publication may contain images or names of people who have since passed away. Council respects the right of families and communities to request the removal from subsequent publications of any image or name that causes distress.

Youmpla Vision

For youmpla ples ene Council for meke something youmpla self sor long we can gad fruit them thing we makem e praper ene las long time.

For our Communities and Council to be autonomous, prosperous and sustainable

Autonomous:

We achieve autonomy when we empower our people and community through rigorous engagement, consultation and participation. An autonomous Council fuels both local and regional self-sufficiency solutions.

Prosperous:

We are prosperous when we are flourishing, thriving, or have success. Prosperity can be in our faith, culture, traditions, happiness, fortune, health and wellbeing.

Sustainable:

We are sustainable when we deliver social, economic or environmental solutions that enhance current community needs and long term aspirations.

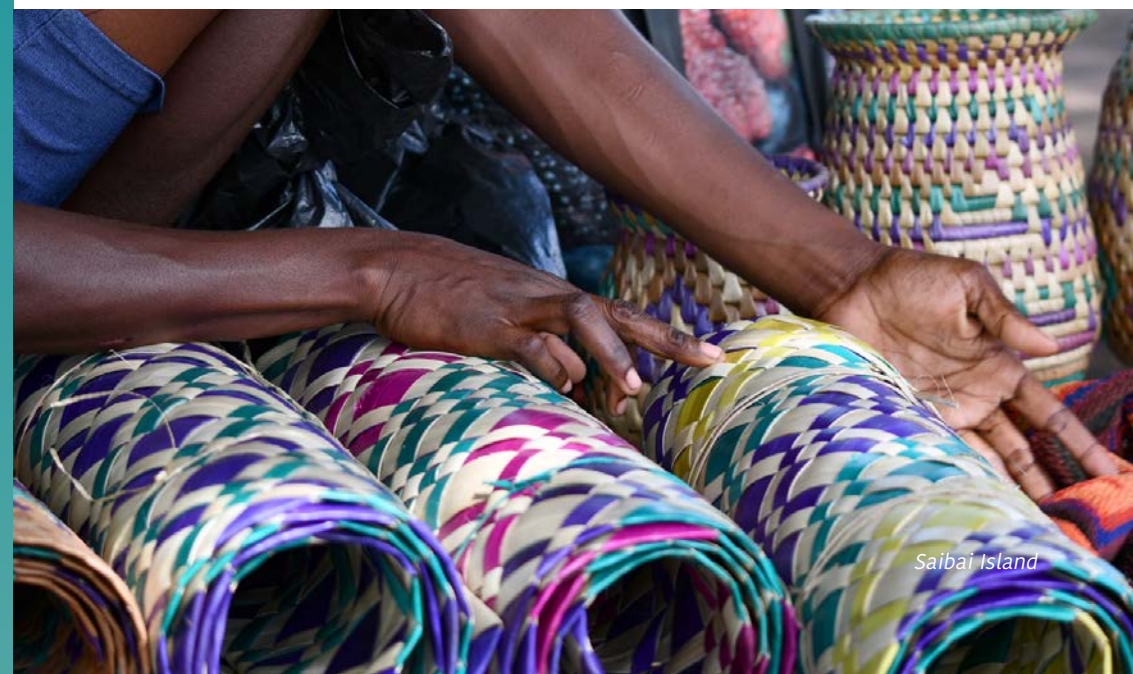
Youmpla Mission

For youmpla for strete ples blo youmpla ene weis kaine youmpla stap lor pless blo youmpla.

To improve our Communities' livability in all we do

Liveability:

Liveability is the sum of factors that add up to a community's quality of life. This includes the built and natural environment, economic prosperity, social stability and equity, educational opportunity; as well as cultural, entertainment and recreational possibilities.



Saibai Island

Youmpla Values



Youmpla matha one and youmi make e ol something matha one.

We are one team who achieves together.



Youmpla respect one another and ples blo youmpla, youmpla ya for serve.

We have respect for each other and the communities we serve.



We meke ol something proper for good name por aol pipol we wok por especially por ples blo youmi.

We are accountable and responsive to our communities.



Youmpla aol strong leader and we think about proper good weis kaine youmpla gor meke something lor ples por pipol blo youmpla.

We are courageous leaders who think innovatively.



Youmpla buildi strong region blo youmpla ene meke something were ya e las long time.

We are builders of a sustainable and resilient region.



Poruma Island



The Masig Statement

Masig Island

MALUNGU YANGU WAKAY

THE VOICE FROM THE DEEP

THE MASIG STATEMENT

23 August 2022

PURPOSE

To establish principles and parameters on behalf of the peoples of the Torres Strait and Northern Peninsula Area to act together in unity, in order to pursue and achieve self-determination and regional autonomy and, in so doing, preserve our distinctive and diverse spiritual, material and economic relationship with the lands, territories, waters, coastal seas and other resources with which we have a connection under Ailan Kastom and Aboriginal tradition.

AIMS

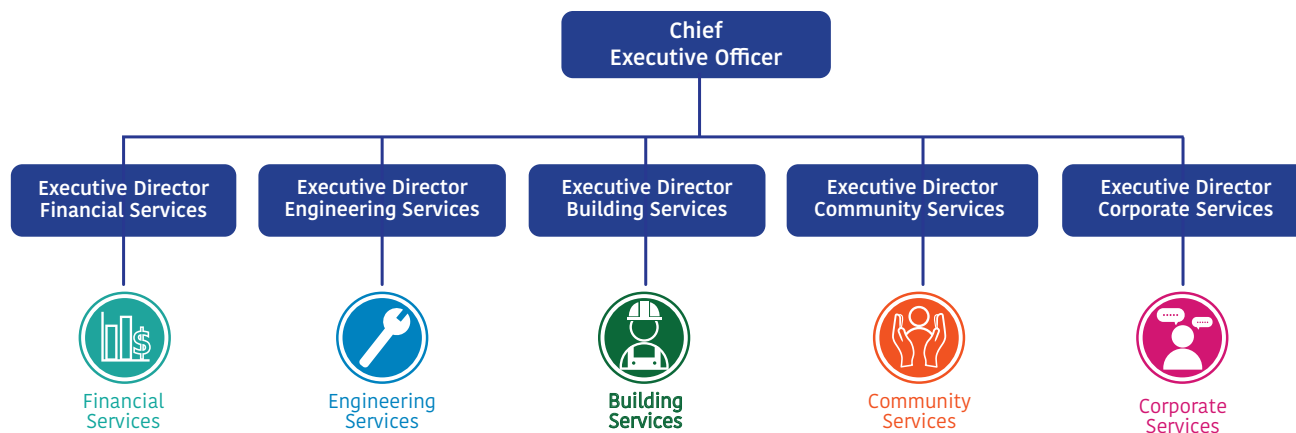
- In accordance with Article 3 of the United Nations Declaration on the Rights of Indigenous Peoples adopted by the United Nations General Assembly on 13th September 2007 and supported by the Australian Government on 3rd April 2009 and the Preamble of the Human Rights Act 2019 (Qld), we seek to achieve our right to self-determination as the peoples of the Torres Strait and Northern Peninsula Area.*
- By virtue of our sovereign right, we have the right to freely determine our political status and to freely pursue our economic, social and cultural development.*
- In keeping with Article 4 of the United Nations Declaration on the Rights of Indigenous Peoples, in exercising our right to self-determination, we have the right to autonomy or self-government in matters relating to our internal and local affairs, as well as ways and means for financing their autonomous functions.*
- Therefore, we will create partnerships with Key Regional Stakeholders, the Queensland and Australian governments together with other relevant organisations to better equip us to work together to achieve our regional goals and aspirations; and in working together as representatives of the peoples of the Torres Strait and Northern Peninsula Area obtain and safeguard our human rights enshrined in international, national and Queensland law.*

PAST	23 August 1937 was the beginning of regional autonomy – The Torres Strait Island Councillors Conference.
PRESENT	23 August 2022 is the beginning of a new beginning, a culturally united path to regional sovereignty – The MASIG Statement.
FUTURE	23 August 2037 will be the beginning of regional sovereignty.

About the Plan

The Torres Strait Island Regional Council Operational Plan 2025–2026 outlines the key actions Council will take over the financial year to deliver on the strategic priorities set in our five-year Corporate Plan 2025–2030. It translates our long-term vision into specific, measurable initiatives and services. Council monitors progress throughout the year, with quarterly performance reports provided to both Council and the community. These reports detail the status of key projects, service delivery, and performance against targets. Outcomes are also summarised in the Annual Report at the end of the financial year.

Delivery objectives and outcomes within this plan are aligned to Council’s organisational structure.



Managing Risk

At TSIRC, effective risk management is crucial to our organisation's strategy. We use a proactive and structured approach, guided by ISO 31000:2018 Risk Management principles.

Our Enterprise Risk Management (ERM) framework is designed to identify, assess, and mitigate operational, strategic, and project risks that could impact our operations, reputation, or ability to deliver services.

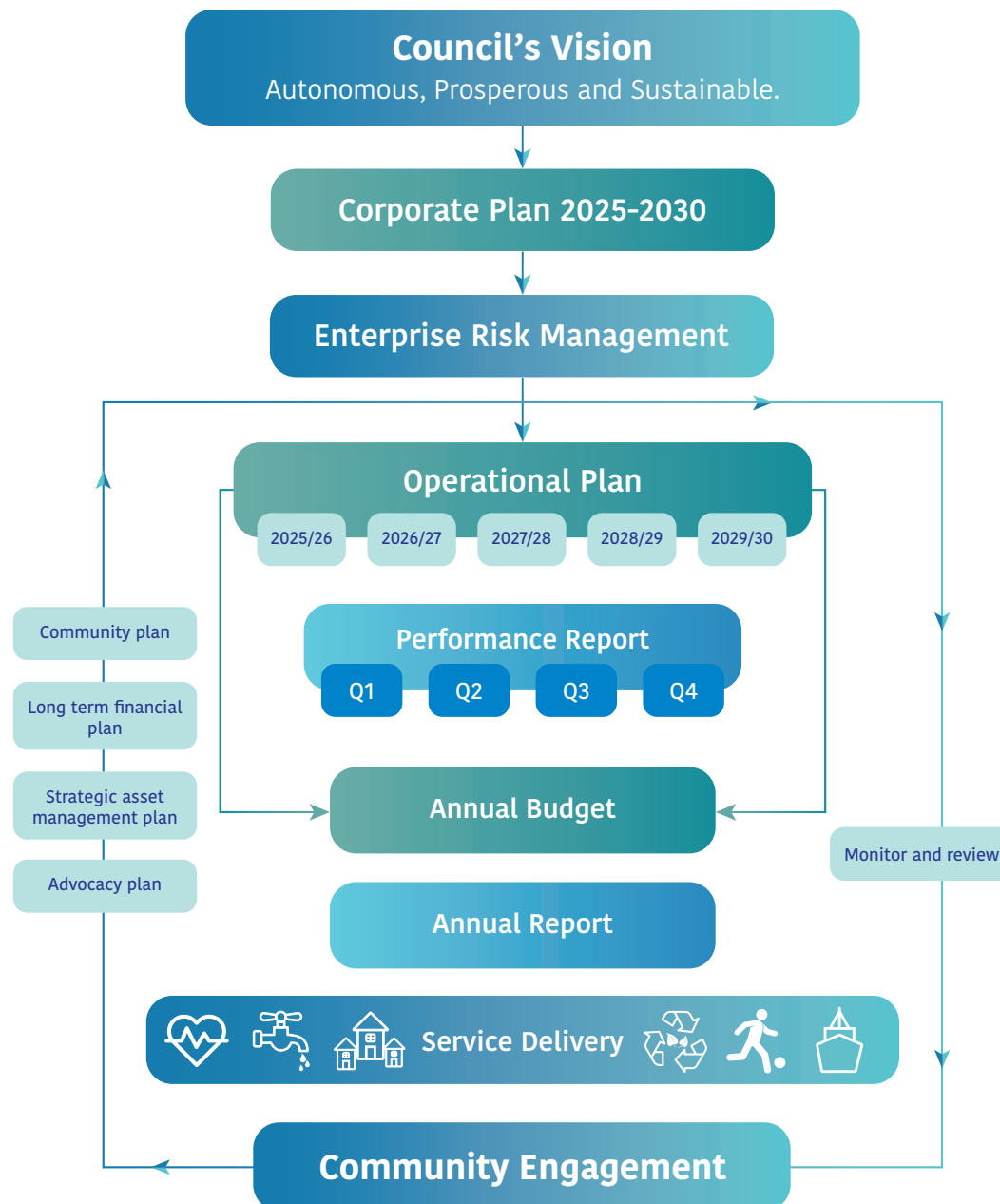
By embedding risk management into our organisational culture, we ensure that it is a shared responsibility across all levels of the organisation. We develop targeted strategies to mitigate or manage these risks, ensuring that our risk management approach remains effective and relevant in a changing environment.

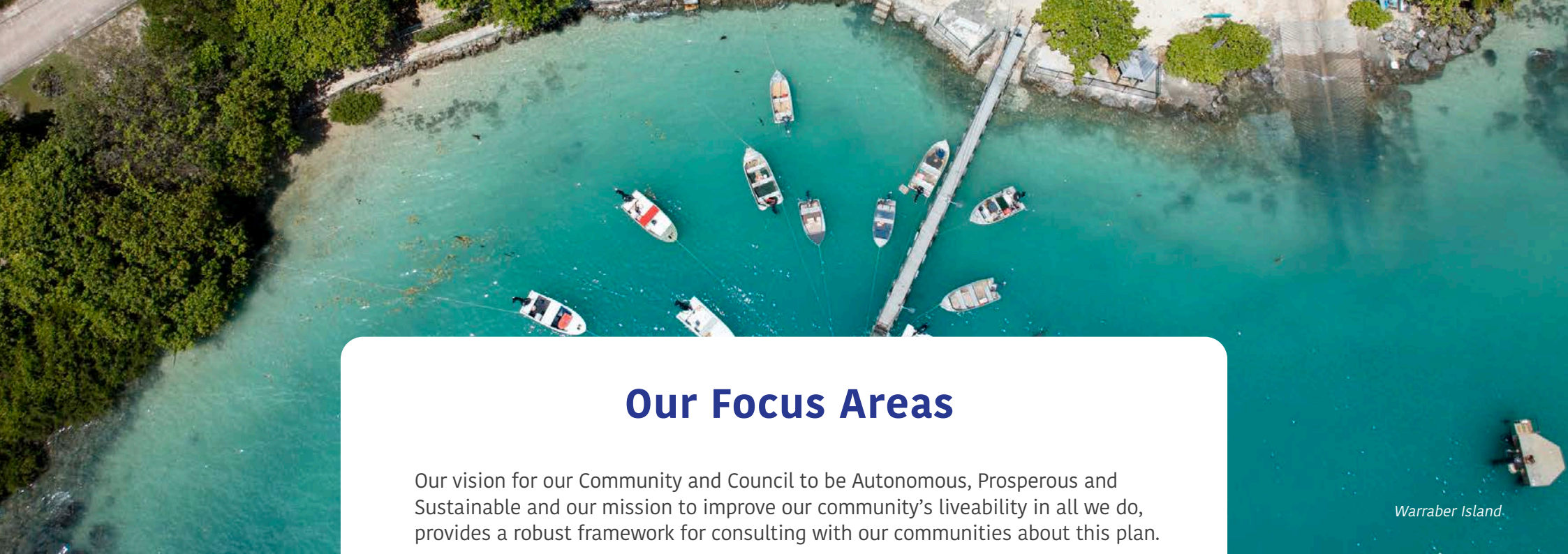
By prioritising risk management, we enhance our resilience and ability to deliver services, ultimately supporting the long-term sustainability and success of Council. This enables us to navigate uncertainty and complexity with confidence, minimise the impact of adverse events, capitalise on opportunities, and deliver services and support that make a positive difference in the lives of our communities.



Integrated Planning

The Council's Strategic Planning Framework serves as a guiding structure that supports both the Council and the community in planning for the future. It is an ongoing, structured process that outlines how the Council engages with the community to identify desired future outcomes, track progress and report on achievements.





Our Focus Areas

Our vision for our Community and Council to be Autonomous, Prosperous and Sustainable and our mission to improve our community's liveability in all we do, provides a robust framework for consulting with our communities about this plan.



STRENGTHENING OUR COMMUNITIES

Supporting healthy lifestyles, engaged communities, and celebrating cultural heritage.



MAINTAINING AND RENEWING OUR INFRASTRUCTURE

Building reliable infrastructure, connected communities, and responsible asset management.



A PROACTIVE AND RESPONSIBLE COUNCIL

A community-focused Council, committed to accountability, transparency and ethical decision making.



PROTECTING OUR NATURAL ENVIRONMENT

Creating a sustainable future for generations to come.



Office of the CEO






The core functions of Executive Services include management of the Office of the Mayor and Office of the CEO, facilitation of Council and Committee meetings, execution of strategy, executive administration and internal audit.

	OPERATIONAL PLAN OBJECTIVE	LEAD DEPARTMENT	LINK TO CORPORATE PLAN	SUCCESS MEASURE
1	Advancing the Masig Statement	Office of the CEO		<ul style="list-style-type: none">Action Plan progressed.Advocacy Plan progressed.Successful community engagement.
2	Transition Action Plan (TAP)	Office of the CEO		<ul style="list-style-type: none">60% of Cairns Footprint to be transitioned back to the region by 2028.Closure of Grafton Street Office during 2028.Robust advocacy and lobbying from 1 July 2025 to 30 June 2028.
3	Financial Sustainability	Office of the CEO		<ul style="list-style-type: none">Implementation of initiatives.
4	Refresh organisation's values	Office of the CEO		<ul style="list-style-type: none">Engagement with Council staff and elected members to review the organisation's values.



Financial Services






Financial Services provides professional financial management and advisory services to Council. The core functions include financial accounting, management accounting, procurement and strategic asset management services.







	OPERATIONAL PLAN OBJECTIVE	LEAD DEPARTMENT	LINK TO CORPORATE PLAN	SUCCESS MEASURE
5	Enhancement of Human Resources and Payroll (HRP) modules to maximise the benefit from the use of Technology One including the automation of repetitive tasks to create more capability to focus on value added tasks.	Financial Services		<ul style="list-style-type: none"> Phase 2 of HRP enhancement project which focuses on the rollout of employee self services including leave and timesheet entry and updating personal data. External review of HRP module to provide recommendations on process improvements including removal of redundant tasks and automation of repetitive tasks.
6	Conduct desktop asset valuation for all asset classes required under Australian Accounting Standards.	Financial Services		<ul style="list-style-type: none"> External Audit sign off of Desktop valuation.
7	Develop a Procurement Strategy that prioritises contract management capability enhancement.	Financial Services		<ul style="list-style-type: none"> Adoption of Strategy by Council.
8	Address recommendations made in the Asset Management gap analysis report specified in the short and medium term	Financial Services		<ul style="list-style-type: none"> Implementation of all recommendations in the short to medium term.
9	Annual refresh of Council's Strategic Investment Plan	Financial Services		<ul style="list-style-type: none"> Adoption of updated Strategic Investment Plan by Council.



Engineering Services

Engineering Services provides a high level of services in integrated infrastructure management which ensures environmental protection and meets community expectations. The outcomes achieved by Engineering Services are linked with Council's commitment to public health, transport, water and wastewater infrastructure. The core functions include water services, wastewater services, civil works services and waste services and disaster management.





	OPERATIONAL PLAN OBJECTIVE	LEAD DEPARTMENT	LINK TO CORPORATE PLAN	SUCCESS MEASURE
10	Mabuiag road and culvert upgrade	Engineering Services		<ul style="list-style-type: none">The access road and culvert connecting the community to the cemetery and landfill is upgraded. The culvert and section of road is now accessible at all times including monsoon tides.
11	Erub road Kemus road and culvert works (TSIRC and ADF contributed project)	Engineering Services		<ul style="list-style-type: none">The culvert crossing on Kemus road is successfully upgraded purpose design/built culvert and provide all weather accessing connecting the community to the historical "Coming of the Light" site.
12	Warraber road paving works (TSIRC and ADF contributed project)	Engineering Services		
13	Ugar coastal erosion defence and restoration works	Engineering Services		<ul style="list-style-type: none">Funding successfully obtained, and engineered coastal defence works and site restoration works are underway.
14	Hammond and Erub DRFA road restoration works	Engineering Services		<ul style="list-style-type: none">Road restoration works completed.

	OPERATIONAL PLAN OBJECTIVE	LEAD DEPARTMENT	LINK TO CORPORATE PLAN	SUCCESS MEASURE
15	Boigu aerodrome apron upgrade and drainage works	Engineering Services		<ul style="list-style-type: none"> Apron upgraded to purpose design/built concrete and appropriate drainage systems installed. Aerodrome accessible all weather.
16	Dauan barge ramp renewal works	Engineering Services		<ul style="list-style-type: none"> Barge ramp renewal works completed and barge ramp now accessible at all tides.
17	Aerodrome Obstacle Clearing - Saibai, Boigu and Masig	Engineering Services		<ul style="list-style-type: none"> Mangrove and vegetation clearing completed at identified aerodromes. Any obstacles and vegetation infringing aerodrome safe operations cleared.
18	Various eligible Islands of DRFA Works Program - Road reconstruction works.	Engineering Services		<ul style="list-style-type: none"> Contract awarded and works underway and nearing completion.
19	Marine Infrastructure Project - Dauan, Saibai and Boigu Jetties	Engineering Services		<ul style="list-style-type: none"> Tender and procurement completed with jetty upgrade works underway. Existing jetties at two communities deconstructed and disposed.
20	Delivery of Coastal Defence works at Iama, Warraber and Masig	Engineering Services		<ul style="list-style-type: none"> Warraber Seawalls - Contract awarded and construction near completion (stage 1 completed). Masig Seawalls - Over 50% seawalls constructed Iama Seawalls - Final completion certificate issued upon successful completion of end the Defect & Liability Period."



Building Services

The objective of the Building Services function is to provide repairs and maintenance on social housing and new construction on behalf of the State and Federal Government.

	OPERATIONAL PLAN OBJECTIVE	LEAD DEPARTMENT	LINK TO CORPORATE PLAN	SUCCESS MEASURE
21	Integrate and improve service delivery across Maintenance, Upgrades and Home Ownerships	Building Services		<ul style="list-style-type: none">Reduction in aged works and reduction in backlog invoicing.
22	Partner with stakeholders to deliver well designed housing solutions through planning and building	Building Services		<ul style="list-style-type: none">New households delivered to create sustainability and ease of living in a risk adverse geographical remote location.
23	Improve WPH&S standards through empowering employees	Building Services		<ul style="list-style-type: none">Promote and support service delivery in a healthy and safe manner.
24	Improve project reporting and integrate into one IT system	Building Services		<ul style="list-style-type: none">Improved streamline delivery with timely invoice which supports reconciliation.



Community Services

The objective of the Community Services function is to develop, manage and deliver community and public health services that meet the needs of all sectors of the community. The core functions include community services, housing services, environmental health services, health and wellbeing services and divisional administrative services.

	OPERATIONAL PLAN OBJECTIVE	LEAD DEPARTMENT	LINK TO CORPORATE PLAN	SUCCESS MEASURE
25	Implement outreach IKC First 5 Forever in four communities without IKCs.	Health and Wellbeing		<ul style="list-style-type: none">Implement 4 mobile library boxes in 4 communities.
26	Retention of workforce and Reducing barriers to participation in physical activities.	Health and Wellbeing		<ul style="list-style-type: none">Number of FTEs.Number of participants.
27	Development of Community Action Plan focus on Food security	Health and Wellbeing		<ul style="list-style-type: none">Number of successful Community Action Plans.
28	Plan, Develop and Implement Digital Inclusion	Health and Wellbeing		<ul style="list-style-type: none">Implement 10 connectivity sites.
29	Enhance Visitor Management system - QR Code	Engagement		<ul style="list-style-type: none">Implement improved system to better capture of data.











	OPERATIONAL PLAN OBJECTIVE	LEAD DEPARTMENT	LINK TO CORPORATE PLAN	SUCCESS MEASURE
30	Delivery of Biosecurity compliance program	Environment and Health		<ul style="list-style-type: none"> Complete surveillance and reporting of Fruit fly blocking program.
31	Deliver illegal dumping program			<ul style="list-style-type: none"> Employment of 1.5FTE and full implementation of program.
32	Pest Management Program	Environment and Health		<ul style="list-style-type: none"> Implement mosquito management plan. "Program & applicable plan (s) implemented. Inspection, education, control activities.
33	Development of co-designed community environmental health plans	Environment and Health		<ul style="list-style-type: none"> Councils endorsement on Health Plan.
34	Delivery in accordance with funding guidelines (Aged Care)	Aged Care		<ul style="list-style-type: none"> Achieve delivery of quality care; upskill and retention of workforce; financial sustainability and client satisfaction.
35	Delivery of effective childcare and afterschool care services	Childcare		<ul style="list-style-type: none"> Achieve objectives of funding agreement to: Increase enrolment; develop workforce; ensure safe and nurturing environment; improve access; promote cultural inclusivity; deliver improved reporting mechanisms and; promote community engagement.

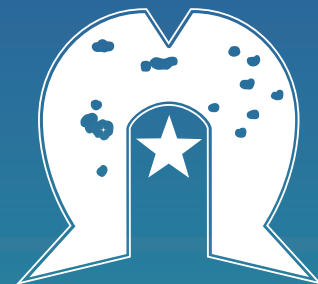


Corporate Services

Corporate Services is responsible for the provision of Council-wide services. The core functions include legal services, governance, strategic (corporate) planning, human resources, WH&S, information technology services, corporate risk and insurance, fuel and fleet, media, engagement and advocacy and administration of community grants.

	OPERATIONAL PLAN OBJECTIVE	LEAD DEPARTMENT	LINK TO CORPORATE PLAN	SUCCESS MEASURE
36	Review of external/advocacy grants function	Administration and Communications		<ul style="list-style-type: none"> Completed by 30 June 2026.
37	Advance and improve digital communications	Administration and Communications		<ul style="list-style-type: none"> Migrate Strait Talk to e-newsletter by October 2025. Increase staff EDM communications by 10% year on year. Increase website visitation by 10% by June 2026. Increase social following across all platforms (3) by 10% by June 2026.
38	Mature risk management through improved controls	Governance and Risk		<ul style="list-style-type: none"> Improve Liability Risk Score from Level 2 - Evolving Risk Score towards Level 3 - Embedding Risk Score.
39	Establish a development assessment capability framework	Governance and Risk		<ul style="list-style-type: none"> Tools and resources developed which support land use planning and development and environmental management decision making.
40	Develop an Economic Development Strategy, Action Plan and M&E framework	Economic Development		<ul style="list-style-type: none"> Establish a reference group to guide the development of the strategy. Completion of Strategy, Action Plan and M&E framework by 31 July 2026.
41	Develop business plans for management of Dauan and Ugar vessels and Hammond ferry	Economic Development		<ul style="list-style-type: none"> Dauan, Ugar community endorsed business plans by 31 July 2026. Hammond ferry subsidy resolved with continuing service delivery for community.
42	Progression of the expressions of interest for home ownership and commercial leases	DOGIT Transfer, Land Tenure and Native Title		<ul style="list-style-type: none"> Trustee consideration of 50% of EOIs in 24 months.

	OPERATIONAL PLAN OBJECTIVE	LEAD DEPARTMENT	LINK TO CORPORATE PLAN	SUCCESS MEASURE
43	Engage with PBCs and GBK to establish individual Memorandums of Understanding	Corporate Services		<ul style="list-style-type: none"> 50% of MoUs are approved and signed by 30 June 2026.
44	Review Enterprise Resource Planning System (ERP - TechOne) suitability and alternative solutions, including review of required system upgrades	Corporate Services		<ul style="list-style-type: none"> Project Plan for <ul style="list-style-type: none"> a) system upgrade and implementation across organisation; or b) alternative system solutions
45	Progress Divisional Training Plan to support TAP	People and Wellbeing		<ul style="list-style-type: none"> Min 15 divisional staff undertake higher level education.
46	Establish internal staff training program resources	People and Wellbeing		<ul style="list-style-type: none"> Staff training resources established that reflect local needs including Cultural Awareness training.
47	Establish Trainees and Apprentices in areas of need in the Torres Strait	People and Wellbeing		<ul style="list-style-type: none"> 2 Apprentices.
48	Define and implement a mobile asset replacement program	Fuel and Fleet		<ul style="list-style-type: none"> Finalising an agreed-upon approach (potentially a leasing model) for the yellow and white fleet, alongside a 10-year capital plan for the green fleet.
49	Create and define Service Level Agreements (SLA) for mobile assets	Fuel and Fleet		<ul style="list-style-type: none"> Complete SLA for every mobile asset (internal leases).
50	Procure a fleet management system to support all fleet operations	Fuel and Fleet		<ul style="list-style-type: none"> Complete a digital Asset Management system with all history data where available.
51	Create new Fleet Asset Management Plan (AMP)	Fuel and Fleet		<ul style="list-style-type: none"> Council has an accurate fuel and fleet AMP.
52	Provision of free Community WiFi throughout all divisions and for community members and IKCs	IT Services		<ul style="list-style-type: none"> All divisions have free community WiFi and high speed connectivity for IKCs to assist with the digital inclusions program.



Torres Strait Island
REGIONAL COUNCIL

General Enquiries

Phone: 07 4034 5700

Email: info@tsirc.qld.gov.au

www.tsirc.qld.gov.au



ORDINARY MEETING 17-18 JUNE 2025

Agenda Item

6.4

DIRECTORATE: *Corporate Services*

AUTHOR: *Manager Governance and Risk*

POLICY UPDATE – PRIVACY POLICY

OFFICER RECOMMENDATION:

1. Council adopts the new Privacy Policy 2025 which replaces the current Privacy Policy 2013; and
2. Delegates authority to the Chief Executive Officer in accordance with the *Local Government Act 2009* to exercise the functions and powers assigned to the Chief Executive Officer, including the power to make minor administrative amendments to the policy.

EXECUTIVE SUMMARY:

Council's current Privacy Policy has been in place with periodic review since 2013. Significant legislative changes to information and privacy laws impacting Councils were introduced under the *Information Privacy and Other Legislation Amendment Act 2023* (IPOLA Act) which was passed in December 2023. New provisions affecting local government commence on 1 July 2025 with a second tranche which includes provisions for mandatory notification of data breaches commencing on 1 July 2026.

It is recommended that Council introduce a new privacy policy to replace the current policy. The new policy will provide clearer policy direction for Council which is aligned with the legislative changes. Attachment 1 is presented to Council for consideration and adoption. Attachment 2 which is Council's current policy is recommended to be replaced.

Consultation:

Relevant internal departments have reviewed the proposed policy. The Manager Governance and Risk has led the review process and ensured alignment with legal obligations and modern governance expectations. Relevant parties include:

- Executive Director, Corporate Services
- Manager Technology Services
- Manager Administration and Communication

BACKGROUND:

The *Information Privacy and Other Legislation Amendment Act 2023* (IPOLA Act) was passed by the Queensland Parliament on 4 December 2023. The new laws enact substantive and procedural amendments to how access applications received from 1 July 2025 must be handled. The IPOLA Act also contains significant reforms to the access application provisions of the *Right to Information Act 2009* (RTI Act) and *Information Privacy Act 2009* (IP Act). Additionally, IPOLA Act introduces a Mandatory Notification of Data Breach scheme for local governments which will apply from 1 July 2026.

The IPOLA Act amends the access application provisions of both the RTI Act and the IP Act. The key amendments of relevance to the processing of access applications include:

- The removal of all access application provisions from the IP Act. Access to all information, including requests for information comprising only the applicant's personal information, will now be dealt with in a single "one-stop shop" under the RTI Act. Agencies will no longer be able to process access applications under the IP Act;
- There will continue to be no application fee for RTI access applications limited only to documents containing the applicant's personal information. An application fee will still apply otherwise;
- The removal of the requirement for an access application to be made in the 'approved form'. Other relevant application requirements will remain, including that the request must still be made in writing;
- The removal of the requirement for the applicant to be given a 'schedule of relevant documents' for the access application, reducing the administrative burden on delegated RTI decision-makers;
- Simplified rules for the calculation of extensions to the standard 25 business day processing period for access applications;
- Additional time for processing access applications where the applicant only provides a postal address for correspondence in relation to the access application;
- Mandatory altered 'publication scheme' requirements; and
- Additional powers to the Office of the Information Commissioner Queensland, including to remit parts of access applications back to councils where additional documents are located during an external review.

The amended legislation applying to access applications comes into effect on 1 July 2025, at which point Council will need to be ready to process RTI access applications in accordance with the new requirements. Necessary amendments to Council's website to reflect the new publication log and disclosure log requirements will be in place for commencement on 1 July 2025.

COMPLIANCE / CONSIDERATIONS:

Statutory:	The policy has been updated to reflect legislative changes to information and privacy laws impacting Councils from 1 July 2025.
Budgetary:	No budgetary impact.
Policy:	The policy was developed under Council's Policy Framework and provides clear guidance on implementation of privacy legislation. The adoption of this policy will replace the current policy.
Legal:	The new policy is compliant with all legislative requirements and reflects best practice local government governance.
Risk / Risk Mitigation:	Failure to adopt the updated policy may result in non-compliance with legislative obligations and expose Council to financial, legal, or reputational risk. Adoption of the proposed updated policy mitigates these risks and strengthens Council's governance, integrity, and accountability practices.
Links to Strategic Plans:	Corporate Plan 2025-2030 3. A proactive and responsible Council Build strong relationships with the State and Federal Governments and key stakeholders.
Malungu Yangu Wakay (Masig Statement):	N/A
Standing Committee Consultation:	N/A
Timelines:	Adoption of new policy prior to 1 July 2025

Other Comments:

The new Privacy Policy is recommended for adoption.

Recommended:

S. Andres

Susanne Andres
Executive Director Corporate Services

Approved:

James William
Chief Executive Officer

ATTACHMENTS:

1. Privacy Policy (2025)
2. Privacy Policy (2013 as amended 2023)

Privacy Policy

1. PURPOSE

This policy outlines Torres Strait Island Regional Council's (Council) commitment to managing personal information responsibly and in accordance with the *Information Privacy Act 2009* (Qld) (IP Act), as amended by the *Information Privacy and Other Legislation Amendment Act 2023* (Qld) (IPOLA Act). It also details procedures for handling data breaches under the Mandatory Notification of Data Breach (MNDB) scheme.

2. SCOPE

This policy applies to all Council employees, contractors, and agents of Council who collect, access, or manage personal information in the course of their duties.

3. LINK TO CORPORATE PLAN 2025-2030

- A proactive and responsible Council
 - 3.1 Provide good governance and leadership

4. POLICY STATEMENT

Council is committed to protecting the privacy of individuals by ensuring that personal information is:

- Collected only when necessary for Council functions and activities.
- Stored securely to prevent unauthorised access, modification, or disclosure.
- Used and disclosed only for the purposes for which it was collected, unless otherwise authorised by law.
- Accurate, complete, and up to date.
- Accessible to individuals upon request, with provisions for correction if necessary.

5. COLLECTION OF PERSONAL INFORMATION

Council will collect personal information in a lawful and fair manner, directly from individuals where possible. At the time of collection, Council will inform individuals about:

- The purpose of collection
- Any lawful authority for the collection
- Any third parties to who the information is usually disclosed.

6. STORAGE AND SECURITY

Council will take reasonable steps to protect personal information from misuse, loss, unauthorised access, modification, or disclosure. This includes implementing physical, electronic, and managerial procedures to safeguard information.

7. ACCESS AND AMENDMENT

Individuals have the right to request access to their personal information held by Council and to request corrections if the information is inaccurate, incomplete, or out-of-date. Requests will be handled in accordance with the IP Act.

8. USE AND DISCLOSURE

Council will only use personal information for the purpose for which it was collected, unless:

- The individual has consented to another use.
- It is required or authorised by law.
- It is necessary to prevent or lessen a serious threat to life, health, safety, or welfare.

9. MANDATORY NOTIFICATION OF DATA BREACHES (MNDB)

In accordance with the MNDB scheme, effective from 1 July 2026, Council will:

- Identify and Assess: Promptly assess suspected data breaches to determine if they are likely to result in serious harm.
- Notify: If a data breach is likely to result in serious harm, Council will notify affected individuals and the OIC as soon as practicable.
- Mitigate: Take steps to contain the breach and prevent future occurrences.
- Council will develop and implement a Data Breach Response Plan to ensure preparedness and a swift response to data breaches.

10. RESPONSIBILITIES

Councillors and Employees: Must adhere to this policy and related procedures.

- Managers: Ensure staff are aware of and comply with this policy.
- Chief Executive Officer: Oversee Council's compliance with privacy obligations, including the MNDB scheme.

11. DEFINITIONS

- **Data Breach:** Unauthorised access to, or disclosure of, personal information, or a loss of personal information that Council holds.
- **MNDB Scheme:** A framework requiring agencies to notify affected individuals and the Officer of the Information Commissioner (**OIC**) about data breaches that are likely to result in serious harm.
- **Personal Information:** Information or an opinion, whether true or not, and whether recorded in a material form or not, about an identified individual or an individual who is reasonably identifiable.

12. RELATED DOCUMENTS AND REFERENCES

- *Information Privacy Act 2009 (Qld)*
- *Privacy Act 1988 (Cth)*
- *Information Privacy and Other Legislation Amendment Act 2023 (Qld)*
- *Right to Information Act 2009 (Qld)*
- *Human Rights Act (Qld)*
- *Information Security Policy (IS18:2018) (QGEA)*
- *Fraud and Corruption Prevention Policy*
- *Public Interest Disclosure Policy*
- *Records Management Policy*
- *Right to Information Procedure*
- *Data Breach Response Plan (commences 1 July 2026)*

13. REVIEW

Policy type:	<input checked="" type="checkbox"/> Council <input type="checkbox"/> Administrative
Directorate:	Corporate Services
Responsible Officer:	Manager, Governance and Risk
Authorised on:	XX 2025
Next review date:	June 2028 (This policy will be reviewed every three years or as required by changes in legislation).
Review history:	2013, 2014, 2015, 2017, 2022, 2023, 2025
Version:	06/25-V1

Privacy Policy

Responsible Manager	Executive Director, Corporate Services
Head of power	<i>Local Government Act 2009 (Qld)</i> <i>Right to Information Act 2009 (Qld)</i> <i>Information Privacy Act 2009 (Qld)</i> <i>Human Rights Act 2019 (Qld)</i> <i>Acts Interpretation Act 1954 (Qld)</i> <i>Crime and Corruption Act 2001 (Qld)</i> <i>Public Records Act 2002 (Qld)</i>
Authorised by	Council
Authorised on	24 October 2023
Implemented from	2013
Last reviewed	October 2023
Review history	2013, 2014, 2015, 2017, 2022, 2023
To be reviewed on	July 2025
Corporate Plan	People Outcome 4: We are a transparent, open and engaging council.

1. Purpose

Council is strongly committed to ensuring that the local government principles and the human right to privacy and reputation are reflected in:

- a) facilitating a right of access to all information in Council's possession or under Council's control unless, on balance, it is contrary to the public interest to give such access [including but not limited to reasons for administrative decisions]; and
- b) maintaining a culture of openness, accountability and transparency, balanced with appropriate protection for certain information, in administering its obligations under the *Information Privacy Act 2009* (Qld) and *Right to Information Act 2009* (Qld).

Information on the collection and storage of information and requests for information can be found on Council's website at:

1. <https://www.tsirc.qld.gov.au/privacy>; and
2. <https://www.tsirc.qld.gov.au/your-council/laws-obligations/right-information>.

2. Application

This Policy applies to all Council employees, Councillors, contractors, and agents of Council.

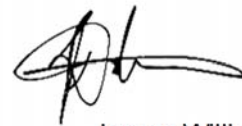
3. Legislation/Policies

This policy is established with reference to obligations specified in the *Local Government Act 2009* (Qld), *Right to Information Act 2009* (Qld), *Information Privacy Act 2009* (Qld), *Human Rights Act 2019* (Qld), *Acts Interpretation Act 1954* (Qld), *Crime and Corruption Act 2001* (Qld) and the *Public Records Act 2002* (Qld).

Council will take all reasonable and appropriate steps to protect the privacy of individuals as required by the *Information Privacy Act 2009* and the Information Privacy Principles contained in that Act.

Manager Responsible for Review:

Executive Director Corporate Services



James William
Chief Executive Officer

Adoption: 24 October 2023
Due for Revision: July 2025



DIRECTORATE: Corporate Services

AUTHOR: Acting Manager Administration and Communication

POLICY REVIEW - COUNCILLOR REMUNERATION, EXPENSES REIMBURSEMENT AND RESOURCES POLICY

OFFICER RECOMMENDATION:

Council resolves to:

- 1. Amend and adopt the Torres Strait Island Regional Council's Councillor Remuneration, Expenses Reimbursement and Resources Policy previously adopted by Council, in the terms presented to Council at today's Ordinary Meeting; and**
- 2. Delegate authority to the Chief Executive Officer in accordance with the *Local Government Act 2009* to exercise the functions and powers assigned to the Chief Executive Officer under the amended and endorsed policy, including the power to make any further minor administrative amendments to the policy as they arise.**

EXECUTIVE SUMMARY:

In accordance with the *Local Government Act 2009*, the *Local Government Regulation 2012* and good governance requirements Council is required to have a number of written policies and procedures and to review the statutory policies as required by the legislation.

In addition, regular monitoring and review of these are necessary to reflect legislative changes and to continuously improve Council governance.

The listed policy has been drafted to include all legislative requirements and to provide an overview to Councillors, Council officers, and the community of the particulars regarding Councillor remuneration and the reimbursement of work-related expenses.

This report reflects the updated remuneration amounts set by the Local Government Remuneration Commission's Annual Report 2024.

A new clause (4.4) has been added to Council's Remuneration Policy to provide clarity on Council's ability to become an "eligible local governing body" under the *Taxation Administration Act 1953* (Division 446). This designation, which must be approved by unanimous resolution of Council, allows for income tax to be withheld from Councillors and for superannuation contributions to be paid automatically on their behalf.

It is noted that this policy has been reviewed by MacDonnells Law to ensure it meets legal requirements.

INTERESTED PARTIES/CONSULTATION:

- Acting Manager Administration and Communication
- Executive Director Corporate Services
- MacDonnells Law (external)

BACKGROUND:

The Councillor Remuneration, Expenses Reimbursement and Resources Policy is a statutory policy that is mandated under the *Local Government Regulation 2012*.

This statutory policy was previously endorsed, with an annual review date of June 2025.

Policy	Changes
Councillor Remuneration, Expenses Reimbursement and Resources Policy	<ul style="list-style-type: none">• Minor grammatical / formatting / year changes• New link to Corporate Plan 2025-2030• Remuneration amounts updated to reflect commission from July 2025• Minor change to 4.3 tax to clarify Council's position of it becomes an eligible local government body• Additional clause (4.4) to include superannuation provide clarity on Council's ability to become an "eligible local governing body" under the Taxation Administration Act 1953 (Division 446)

COMPLIANCE/CONSIDERATIONS:

Statutory:	<ul style="list-style-type: none">• <i>Local Government Act 2009</i>• <i>Local Government Regulation 2012 Public Service Act 2008</i>• <i>Public Sector Ethics Act 1994</i>• <i>Statutory Bodies Financial Arrangements Act 1982</i>• <i>Statutory Bodies Financial Arrangements Regulation 2007</i>• <i>Taxation Administration Act 1953 (Cth)</i>
Budgetary:	N/A
Policy:	Councillor Remuneration, Expenses Reimbursement and Resources Policy
Legal:	This Policy is based on the Annual Report 2024 by the Local Government Remuneration Commission
Risk:	This policy must be updated annually The policy must be adopted from July 2025 to ensure Councillors are remunerated
Links to Strategic Plans:	Proactive and Responsible Council <ul style="list-style-type: none">• <i>Prioritise and manage risks effectively</i>• <i>Ensure compliance with legislative requirements and regulations, uphold the Council's legal obligations, and make ethical decisions in the best interest of the community.</i>
Masig Statement:	N/A
Standing Committee Consultation:	N/A
Timelines:	To be reviewed and endorsed before 30 June 2025

OTHER COMMENTS:

That Council resolves to adopt the listed policy and delegates to the Chief Executive Officer to make further minor administrative amendments as they arise.

Prepared/Recommended:



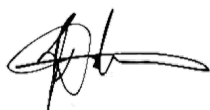
Robert Blake
Acting Manager Administration and Communication

Endorsed:



Susanne Andres
Executive Director Financial Services

Approved:



James William
Chief Executive Officer

ATTACHMENTS:

- Attachment 1: Councillor Remuneration, Expenses Reimbursement and Resources Policy June 2025
(*final for endorsement*)
- Attachment 2: Councillor Remuneration, Expenses Reimbursement and Resources Policy June 2024
(*previous policy – amendments in tracked changes*)
- Attachment 3: Local Government Remuneration Commission Annual Report 2024

Councillor Remuneration, Expenses Reimbursement and Resources Policy

1. PURPOSE

To clarify the extent of remuneration, expense reimbursement and support provided to Torres Strait Island Regional Council Councillors.

2. SCOPE

This policy applies to all duly elected representatives of Torres Strait Island Regional Council.

In accordance with section 250 of the *Local Government Regulation 2012* (Qld) (**Regulation**) Council must prepare an Expenses Reimbursement Policy and adopt this by resolution. The discussion and resolution of this policy must be conducted in open session.

This policy provides for:

- Payment of reasonable expenses incurred, or to be incurred, by Councillors discharging their duties and responsibilities as Councillors; and
- Provision of facilities to the councillors for the purpose of discharging their duties and responsibilities as councillors.

3. LINK TO CORPORATE PLAN —

A proactive and responsible Council

- Provide good governance and leadership

4. POLICY STATEMENT

4.1. Councillor Remuneration

Pursuant to section 247 of the *Local Government Act 2009* (Qld), a local government must pay remuneration to each Councillor.

In accordance with section 177 of the *Local Government Act 2009* (Qld), the Local Government Remuneration Commission is responsible for deciding the maximum amount of remuneration that is payable to Councillors.

The Commission must annually decide and publish the maximum amount of remuneration payable from 1 July of the following year to a Mayor, Deputy Mayor or a Councillor of a local government.

Pursuant to section 246 of the *Regulation* the Local Government Remuneration Commission have prepared a remuneration schedule for the 2025/26 Financial Year as follows:

Position	Remuneration amounts effective 1 July 2025
Mayor	\$124,157
Deputy Mayor	\$71,629
Councillor	\$62,078

The remuneration fixed above is all inclusive and no additional remuneration is payable for sick leave, annual leave, or any other benefits otherwise applicable to employees other than superannuation. Remuneration payments are made in fortnightly instalments.

Councillors who serve only part of a given financial year, shall receive remuneration pro-rata only.

The Mayor, Deputy Mayor and Councillors shall be paid the maximum amount of remuneration as set by the Local Government Remuneration Commission for the 2025/26 Financial Year.

4.2. **Advance Payment**

In this section:

Advance Payment means a payment of a Councillor's base salary in advance of when it is due to be paid.

This section applies to Advance Payments and the circumstances in which an advance payment may be paid to a Councillor on approval from the Chief Executive Officer. Any requests by Councillors which do not meet the requirements of this Policy will need to go to a Council meeting.

Upon a request being received from a Councillor, the Chief Executive Officer (CEO) may approve for payment to a Councillor an advance payment if:

1. The CEO is satisfied that the Advance Payment is for:
 - financial hardship;
 - emergency relief; or
 - for another genuine reason

2. a Councillor has made the request in writing and has provided the information required to complete the advance payment repayment form demonstrating how it is intended to be repaid (attached as *Appendix A* to this Policy);
3. the payment of an advance payment is not requested to be made within the first two months of the Councillor's term;
4. the payment of an advance payment is not requested to be made within the last six months of the Councillor's term;
5. the total of advance payment/s made to any one Councillor does not exceed one fortnight's base salary.

All advance payments are to be repaid to Council by the Councillor within the following fortnightly pay period for the Councillor.

The Chief Executive Officer, at their discretion, may request a Councillor to produce material to substantiate their application for an advance payment which the Chief Executive Officer considers relevant to their assessment.

The Chief Executive Officer, at their discretion, can refuse any application by a Councillor for an advance payment whatsoever. Any approval given by the Chief Executive Officer must be in writing.

This section only applies to an advance payment, relating to a Councillor's base salary component, and does not cover or permit any other advance. To avoid any doubt, a Councillor's meeting fee component cannot be paid in advance.

Before any advance payment is made a signed copy of the Advance Payment Repayment Form must be provided.

4.3. Tax

At the beginning of each financial year, Councillors must nominate a tax withholding amount to be applied by Council unless Council at a future stage elects to become an eligible local government body. In that case, Councillor remuneration payments become subject to PAYG and FBT provisions.

4.4. Superannuation

Council may, by unanimous Council resolution, elect to be an "eligible local governing body". This empowers the withholding of Councillors' income tax and automatic payment of the superannuation contribution (*Taxation Administration Act 1953*, div. 446).

4.5. Provision of Facilities and Support

Certain equipment separately identified in this policy is provided to the Councillor once and will remain the property of the Councillor upon the completion of their term.

All other equipment and facilities not separately identified shall remain the property of Council and must be returned to Council when a Councillor's term expires.

4.5.1. Private use of Council owned facilities

Based on the principle that no private benefit is to be gained, the facilities provided to Councillor's by Council owned facilities are to be used only for Council business unless prior approval has been granted by resolution of Council.

4.5.2. Office facilities

Councillors will be provided with the following facilities and support:

- Mayor: Separate office accommodation on home island, Thursday Island and in Cairns Office with Secretarial and Executive Assistant Support
- Deputy Mayor and Councillors: Office accommodation and administrative support in accordance with the established staff structure and Council's Communications Guidelines (Acceptable Request Guidelines) on the Councillor's home island.

Councillors are provided with access to shared facsimile, scanner, printer, photocopier and paper shredder for business use.

Use of Council landline telephones and internet access in Council offices for Council business.

4.5.3. Uniform provision

The Council will provide Councillors with a Council uniform allocation, aligned to the general employee uniform allowance.

4.5.4. Motor vehicles

On the choice of the Mayor or Councillor, Council will provide a 2WD dual cab utility or similar vehicle dependent upon availability on a full private use basis, that being, any member of the Councillor's family with a current driver's licence can drive this vehicle and transport passengers.

The Councillor will pay \$25 a week as hire and provide all fuel.

The Council will be responsible for the routine maintenance and insurance of the vehicle and all fair wear and tear repairs. Where repairs are required other than as a result of fair wear and tear, the Councillor will pay the full cost (including any freight costs) of rectification or, if the vehicle cannot be repaired, replacement of the vehicle. Repair or replacement must be carried out in a timely manner— within two months of damage being identified, or as soon as reasonably practicable.

Vehicle hire may be suspended for a period of time where the vehicle is taken out of operation for repairs and maintenance and an alternative vehicle is not available.

Motor vehicles will not be allocated to Councillors with outstanding unpaid charges for maintenance and unfair wear and tear repairs from previous hire arrangements through Council.

Council shall retain ownership of the vehicle. At the end of the Councillor's term the vehicle shall be returned to Council in the same condition as when the vehicle was provided, subject to fair wear and tear.

A Councillor will not be entitled to access any other Council vehicle, for Council business or private use.

4.5.5. Computers and telecommunication

Council will provide one mobile phone handset and one piece of portable IT hardware equipment (i.e. laptop/tablet) to a Councillor at the start of their term of office.

At the conclusion of the term these items will become the property of the Councillor. A standard suite of Council software will be provided with each piece of portable IT hardware equipment issued to the Councillor. Any additional software provision and/or installation will be at the discretion of the Chief Executive Officer and must comply with licencing and ICT Standard Operating Environment Procedure. This software licence will be removed at the end of the Councillor's term.

Support for the Council supplied IT hardware will be provided through the Information Services Helpdesk (within standard business hours). If rectification requires more than phone support the Council provided IT hardware must be returned to the Cairns office by the Councillor.

Any lost, damaged, stolen or superseded devices will be repaired or replaced by Council at the sole discretion of the Chief Executive Officer, who shall consider the reasonableness of the request.

Use of IT equipment provided by Council must comply with IT Policy and Procedures, and particularly the ICT Acceptable Use Procedure.

A voice and data plan will be paid for by Council for business use only during the term of the Councillor.

4.5.6. General legal advice

General legal advice is available to Councillors on matters relating to their role with Council or obligations as councillors under the *Local Government Act 2009* (Qld). Legal advice is provided by Council's Legal Services Team.

4.6. Reimbursement of Expenses

4.6.1. Representing Council

Where Council resolves, or the Mayor and Chief Executive Officer consider relevant, that Councillors are required to attend study tours, conferences or workshops to either deliver a paper, to receive knowledge or as a delegate of Council; Council will pay for or reimburse expenses, associated with attending the event since participation is part of the business of Council.

Each Councillor who attends an event on behalf of Council must provide a written report to the whole Council at the second ordinary meeting after the event and a verbal report upon request.

4.6.2. Mandatory professional development

Where Council resolves or the Mayor and Chief Executive Officer consider that all Councillors are to attend training courses or workshops for skills development related to a Councillor's role, the Council will pay for or reimburse expenses, being the total cost of the course plus directly associated expenses.

4.6.3. Discretionary professional development

Where a Councillor identifies a need to attend a conference, workshop or training to improve skills, other than mandatory training, Council will pay for or reimburse expenses to a maximum of \$5,000 per financial year. The professional development must be related to the skill development of the Councillor in their capacity as Councillor.

4.7. Travel as required to represent Council

A local government may pay for or reimburse local, interstate and overseas travel expenses (e.g. flights, car, accommodation, meals and associated registration fees) deemed necessary to achieve the business of Council where:

- A Councillor is an official representative of Council; and
- The activity/event and travel have been endorsed by resolution of Council; or
- The Mayor and Chief Executive Officer consider necessary to incur the travel on behalf of Council

Council will pay for reasonable expenses incurred for overnight accommodation. All travel expenses will be paid in advance of travel with any unused allowance recovered from future claims.

If a Councillor travels using their private vehicle, a log is to be kept of the kilometres travelled and the reimbursement will be on a cents-per-kilometre method in accordance with the Australian Taxation Office rulings for the engine capacity of the vehicle used. Claim can only be made to a maximum of 5,000 business kilometres per year per vehicle.

If a Councillor travels using a private vessel, reimbursement will be based on actual costs incurred (such as fuel costs). A log is to be kept and receipts provided to substantiate reimbursement of expenses. The claim must not exceed the cost of the same travel using economy flights plus taxi transfers.

4.7.1. Travel bookings

All Councillor approved air travel will be booked and paid for by Council. For the purpose of travelling for Council (not as a result of a third-party request and payment) economy class is to be used, however for journeys of two (2) hours or more, business class may be used where available.

Class of travel for third-party travel requests such as attendance at board or other meetings of the third party will be at the discretion of the Chief Executive Officer.

Airline tickets are not transferable and can only be procured for the Councillor's travel on Council business. They cannot be used to offset other unapproved expenses. (e.g. cost of partner or spouse accompanying the Councillor.)

4.7.2. Travel transfer costs

Any travel transfer expenses associated with Councillors travelling for Council approved business will be reimbursed. For example: trains, taxis, buses and ferry fares as well as possible hire cars.

Cab charge fast cards may also be used where Councillors are required to undertake duties relating to the business of Council. Cab charge statements are reviewed monthly by Councils Senior Executive Assistant to the Mayor and Chief Executive Officer against approved Council travel dates.

On the mainland only, for travel periods of longer than three (3) days, the Councillor has an option of obtaining a hire car. The hire car will be the equivalent of the Avis car classes being either full size or standard class vehicle. This is to be arranged by Council. All fuel costs and non-direct hire costs (e.g. cleaning) associated with the hire car will be borne by the Councillor.

If the Chief Executive Officer considers it an operational advantage or that savings can be achieved by hiring a car, this is at the Chief Executive Officer's discretion.

In exceptional circumstances where there is no Council vehicle or taxi service reasonably available, a hire car may be approved, for travel periods of less than 3 days, at the Chief Executive Officer discretion.

Travel costs including car-hire, parking costs and fuel, when attending conferences, will be considered by the Chief Executive Officer on a case-by-case basis. For example: hire car including fuel and parking to attend a conference or other official Council business requiring road-based travel from the nearest airport.

NOTE: Any fines incurred while travelling in Council-owned vehicles or Council arranged hire vehicles when attending to Council business, will be the responsibility of the Councillor incurring the fine.

Costs listed on invoices to Council which are not covered by the Council hire arrangement including fines, fees, refuelling, vehicle repairs and cleaning will be recovered by Council from the next payment made to the Councillor. A copy of the invoice will be forwarded to the Councillor to support the deduction made for the cost recoveries.

4.7.3. Accommodation

Council will pay for the most economical deal available. Where possible, the minimum and maximum standard for Councillors' accommodation will be four (4) star rating. Where particular accommodation is recommended by conference organisers, Council will take advantage of the package deal that is the most economical and convenient to the event.

For Cairns events Council has a list of pre-qualified suppliers who offer accommodation services, Councillors will be able to make a choice from these suppliers subject to availability.

Where a Councillor prefers to organise their own accommodation, an accommodation allowance will be paid as per the Australian Taxation Office Tax Determination for accommodation expenses current at the date of travel. This arrangement must be pre-approved by the Chief Executive Officer.

Tax withholding rate for non-commercial accommodation allowance is a minimum of 20%. If Councillor's ordinary withholding rate is higher than 20%, the tax withholding rate will be at the Councillor's ordinary rate.

4.7.4. Meals

Council will provide an allowance for meals, in accordance with the Australian Taxation Office ruling on travel expenses current at the date of travel, for a Councillor when a meal is not provided:

- Within the registration costs of the approved activity/event
- During an approved flight
- Any time Councillor is on Council Business

No alcohol will be paid for by Council. If the Councillor is away from home or commences their travel before 8am or concludes after 9 am a breakfast entitlement is provided. If the Councillor is away from home or commences travel before 12 noon or concludes after 1pm a lunch entitlement is provided. If the Councillor is away from home or commences travel before 6 pm or concludes after 7pm a dinner entitlement is provided.

4.7.5. Incidental allowance

Payment will be made for any overnight travel only; the calculation is to pay on the first day of travel, on the last day of travel and for any day in between. In effect the minimum payment will be two days entitlement.

4.7.6. Reimbursement of travel costs

In the event that a Councillor is absent without approved leave, from a workshop, training or any organised Council business event for which travel costs have been incurred and/or travel allowance paid, the Councillor will be liable for reimbursement of travel costs and/or travel allowance paid.

4.8. Legal Representation for Councillors

Councillors can seek legal representation by written request to the Chief Executive Officer in relation to a matter that arises from the Councillor's performance of his or her functions. Former Councillors may also request legal representation.

There are four major criteria for determining whether Council will pay the legal representation costs of a Councillor.

These are:

1. the legal representation costs must relate to a matter that arises from the performance, by the Councillor, of his or her functions;
2. the legal representation cost must be in respect of legal proceedings that have been, or may be, commenced;
3. in performing his or her functions, to which the legal representation relates, the Councillor must have acted in good faith, and must not have acted unlawfully or in a way that constitutes improper conduct; and
4. the legal representation costs do not relate to a matter that is of a personal or private nature.

If the above four (4) criteria are satisfied, Council may approve the payment of legal representation costs:

- where proceedings are brought against a Councillor in connection with his or her functions – for example, an action for defamation or negligence arising out of a decision made or action taken by the Councillor; or
- to enable proceedings to be commenced and/or maintained by a Councillor to permit the Councillor to carry out his or her functions – for example, where a Councillor seeks to take action to obtain a restraining order against a person using threatening behaviour to the Councillor; or
- where exceptional circumstances are involved – for example, where a person or organisation is lessening the confidence of the community in Council by publicly making adverse personal comments about Councillors.

Council shall only approve the payment of legal representation costs if the Councillor has signed a written statement confirming that the Councillor:

- has acted in good faith, and has not acted unlawfully or in a way that constitutes corrupt conduct or misconduct, in relation to the matter to which the request for legal representation relates;
- has read, and understands, the terms of this Policy relating to legal assistance and associated costs;
- acknowledges that any approval of legal representation costs is conditional on the repayment provisions below and any other conditions to which the approval is subject; and
- undertakes to repay to Council any legal representation costs in accordance with the repayment provisions below. Council will not provide or fund legal advice or representation for Councillors in relation to personal or private matters.

Council will not, unless under exceptional circumstances decided by resolution of Council, provide or fund legal advice or representation for a defamation action or a negligence action instituted by a Councillor.

Council will not, unless under exceptional circumstances decided by resolution of Council, pay for legal advice or representation obtained by a Councillor where the Councillor has not obtained prior written approval from the Chief Executive Officer.

In assessing a request, Council may have regard to any insurance benefits that may be available to the Councillor under Council's insurance policies.

Council may:

- refuse;
- grant; or
- grant subject to conditions a Councillor's request for payment of legal representation costs.

Conditions may include, but are not restricted to:

- Council specifying who will provide the legal services (e.g. Council's Legal Services Directorate or an external law firm or legal services provider);
- a financial limit;
- a requirement to enter into a formal agreement, including a security agreement, relating to the payment, and repayment, of legal representation costs; and/or
- an obligation on the Councillor to act reasonably and to disclose to Council anything that could affect representation.

If Council approves a request for payment of legal representation costs, Council:

- shall confirm the scope of the approved legal representation;

- shall take advice on the estimated costs of the matter and set a limit on the costs to be paid by Council;
- shall require full and detailed accounts from the lawyer providing the legal representation to ensure that the representation complies with the scope of Council's approval;
- may make payment of approved legal representation costs either by a direct payment to the approved lawyer (or the relevant firm), or a reimbursement to the Councillor upon confirmation of payment by them; and
- shall not make payment for any legal services that are outside the scope of Council's approval.

A Councillor may make a further request to Council in respect of the same matter.

Council may at any time revoke or vary an approval, or any conditions of approval, for the payment of legal representation costs.

4.8.1. Repayment provisions

Council may, subject to below, determine that a Councillor whose request for legal representation costs has been approved has, in respect of the matter for which legal representation costs were approved –

- not acted in good faith, or has acted unlawfully or in a way that constitutes corrupt conduct or misconduct; or
- given false or misleading information in respect of the request.

A determination under the above may be made by Council only on the basis of, and consistent with, the findings of a court, tribunal or inquiry. Where Council makes a determination under the above, the legal representation costs paid by Council are to be repaid by the Councillor:

- all or part of those costs – in accordance with a determination by Council as per above;
- as much of those costs as are available to be paid by way of set-off – where the Councillor receives monies paid for costs, damages or settlement in respect of the matter for which Council paid the legal representation costs.

Council may take action in a court of competent jurisdiction to recover any monies due to it under this policy.

4.9. Insurance cover

Councillors will be covered under relevant Council insurance policies while discharging civic duties. Specifically, insurance cover will be provided for public liability, professional indemnity, Councillors liability and personal accident.

5. REPORTING

No additional reporting.

6. DEFINITIONS

Council business will include attendance at any official meeting of the Council, including the meetings of any Committee appointed by the Council under the relevant section of the *Local Government Regulation 2012*, Councillor forums and workshops and meetings of any external agency, committee, board or organisation on which Council input or representation is desirable and to which a Councillor has been appointed by formal resolution of the Council.

Council business also includes attendance at meetings and functions of community groups and organisations which Councillors have been formally requested or appointed to attend in an official capacity.

It should be noted, however, that Council business should result in a benefit being achieved either for the local government and/or the local government area.

Community business is performing civic ceremony duties such as opening a community event, attending or participating in a community group event or being a representative on a board not associated with Council

7. RELATED DOCUMENTS AND REFERENCES

- *Local Government Act 2009* (Qld)
- *Local Government Regulation 2012* (Qld)
- *Acceptable Request Guidelines*
- *Information Technology Policy*
- *ICT Acceptable Use Procedure*
- *ICT Standard Operating Environment Procedure*
- *Taxation Administration Act 1953* (Cth)

8. REVIEW

This policy is to be reviewed annually, or if legislation changes, or at the direction of the Chief Executive Officer.

Policy type:	<input checked="" type="checkbox"/> Council <input type="checkbox"/> Administrative
Directorate:	Corporate Services
Responsible Officer	Executive Director Corporate Services
Authorised on:	XX June 2025
Effective date:	1 July 2025
Next review date:	June 2026
Review history:	2020, 2021, 2022, 2023, 2024

Councillor Remuneration, Expenses Reimbursement and Resources Policy

1. PURPOSE

To clarify the extent of remuneration, expense reimbursement and support provided to Torres Strait Island Regional Council Councillors.

2. SCOPE

This policy applies to all duly elected representatives of Torres Strait Island Regional Council.

In accordance with section 250 of the *Local Government Regulation 2012* (Qld) **(Regulation)** Council must prepare an Expenses Reimbursement Policy and adopt this by resolution. The discussion and resolution of this policy must be conducted in open session.

This policy ~~must provide~~provides for:

- Payment of reasonable expenses incurred, or to be incurred, by Councillors discharging their duties and responsibilities as Councillors; and
- Provision of facilities to the councillors for the purpose of discharging their duties and responsibilities as councillors.

~~3. LINK TO CORPORATE PLAN~~

~~4. People Bisnis — Pipol~~

~~Sustainability Bisnis — Mekem las long~~

~~3. Prosperity Bisnis — Pruittul~~

A proactive and responsible Council

- Provide good governance and leadership

5.4. POLICY STATEMENT

5.1.4.1. Councillor Remuneration

Pursuant to section 247 of the *Local Government Act 2009* (Qld), a local government must pay remuneration to each Councillor.

In accordance with section 177 of the *Local Government Act 2009* ([Qld](#)), the Local Government Remuneration Commission is responsible for deciding the maximum amount of remuneration that is payable to Councillors.

The Commission must annually decide and publish the maximum amount of remuneration payable from 1 July of the following year to a Mayor, Deputy Mayor or a Councillor of a local government.

~~As required by~~ Pursuant to section 246 of the *Regulation* the Local Government Remuneration Commission have prepared a remuneration schedule for the ~~2024~~2025/25-26 Financial Year as follows:

Position	Remuneration amounts effective 1 July 2024 <u>2025</u>
Mayor	\$124,157 <u>120,544</u>
Deputy Mayor	\$71,629 <u>69,543</u>
Councillor	\$62,078 <u>60,270</u>

The remuneration fixed above is all inclusive and no additional remuneration is payable for sick leave, annual leave, or any other benefits otherwise applicable to employees other than superannuation. Remuneration payments are made in fortnightly instalments.

Councillors who serve only part of a given financial year, shall receive remuneration pro-rata only.

The Mayor, Deputy Mayor and Councillors shall be paid the maximum amount of remuneration as set by the Local Government Remuneration Commission for the 2025/26 Financial Year.

5.2.4.2. **Advance Payment**

~~Meaning is~~ In this section:

Advance Payment means a payment of a Councillor's base salary in advance of when it is due to be paid.

This section applies to Advance Payments and the circumstances in which an advance payment may be paid to a Councillor on approval from the Chief Executive Officer. Any requests by Councillors which do not meet the requirements of this Policy will need to go to a Council meeting.

Upon a request being received from a Councillor, the Chief Executive Officer (CEO) may approve for payment to a Councillor an advance payment if:

1. The CEO is satisfied that the Advance Payment is for:
 - financial hardship;
 - emergency relief; or

- for another genuine reason
2. a Councillor has made the request in writing and has provided the information required to complete the advance payment repayment form demonstrating how it is intended to be repaid (attached as *Appendix A* to this Policy);
 3. the payment of an advance payment is not requested to be made within the first two months of the Councillor's term;
 - 3.4. the payment of an advance payment is not requested to be made within the last six months of the Councillor's term;
 - 4.5. the total of advance payment/s made to any one Councillor does not exceed one fortnight's base salary.

All advance payments are to be repaid to Council by the Councillor within the following fortnightly pay period for the Councillor.

The Chief Executive Officer, at their discretion, may request a Councillor to produce material to substantiate their application for an advance payment which the Chief Executive Officer considers relevant to their assessment.

The Chief Executive Officer, at their discretion, can refuse any application by a Councillor for an advance payment whatsoever. Any approval given by the Chief Executive Officer must be in writing.

This section only applies to an advance payment, relating to a Councillor's base salary component, and does not cover or permit any other advance. To avoid any doubt, a Councillor's meeting fee component cannot be paid in advance.

Before any advance payment is made a signed copy of the Advance Payment Repayment Form must be provided.

5.3.4.3. Tax

At the beginning of each financial year, Councillors must nominate a tax withholding amount to be applied by Council unless Council at a future stage elects to become an eligible local government body. In that case, Councillor remuneration payments become subject to PAYG and FBT provisions.

4.4. Superannuation

Council may, by unanimous Council resolution, elect to be an "eligible local governing body". This empowers the withholding of Councillors' income tax and automatic payment of the superannuation contribution (*Taxation Administration Act 1953, div. 446*).

Local Government **Remuneration Commission**

ANNUAL REPORT 2024

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Any references to legislation are not an interpretation of the law. They are to be used as a guide only. The information in this publication is general and does not consider individual circumstances or situations. Where appropriate, independent legal advice should be sought.

An electronic copy of this report is available at <https://www.localgovernment.qld.gov.au/for-councils/governance/local-government-remuneration-commission>

04 December 2024

Hon Ann Leahy MP
Minister for Local Government and Water and
Minister for Fire, Disaster Recovery and Volunteers
1 William Street
Brisbane QLD 4000

Dear Minister

On 29 November 2024, the Local Government Remuneration Commission (the Commission) concluded its determination of the levels of remuneration for mayors, deputy mayors and councillors of Queensland local governments (excluding Brisbane City Council) as required by section 177(c) of the *Local Government Act 2009* and Chapter 8, Division 1 of the *Local Government Regulation 2012* (the Regulation).

Our determinations on these matters, together with the Remuneration Schedule to apply from 1 July 2025 are included in the enclosed Report, which we commend to you.

Yours sincerely



Robert (Bob) Abbot OAM
Chairperson



Andrea Ranson
Commissioner



Reimen Hii
Commissioner



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1. 2024 Report key determinations

Determination of maximum remuneration levels

The Commission has decided to increase the maximum remuneration levels for mayors, deputy mayors and councillors as follows:

Council Categories A1, A2, A3 and B1	Increase by 3% from 1 July 2025
Council Categories B2, B3, C1, C2, C3, D2, D3, E2 and F2	Increase by 2.5% from 1 July 2025

In making its determination of maximum remuneration levels applicable for 2025-26, the Commission considered the following:

- The outcomes of the Commission's 2023 remuneration category methodology.
- Remuneration and wages indexation applied for other public sector entities.
- The importance of maintaining financially sustainable and fiscally responsible wage growth, taking into consideration:
 - the recently challenging and unstable inflationary environment and measures taken by other government authorities to manage the impacts of inflation.
 - the challenges faced by local governments and their communities in relation to climate change and environmental, social and corporate governance (ESG) reporting, and the additional resources required in relation to sustainability and resilience strategies.
 - the realistic affordability and sustainability impacts for councils and their communities of wage increases for elected members.
 - the potential differential impact of Consumer Price Index (CPI) changes across various parts of Queensland, including rural and remote regions.
 - the appropriateness or otherwise of CPI as a potential measure in significant inflationary periods of time and the relative volatility of annual CPI since the COVID-19 pandemic.
 - existing remuneration disparity in dollar terms between the remuneration paid to mayors and councillors in smaller, rural, regional and remote parts of Queensland when compared to mayors and councillors in larger, metropolitan locations.
 - anecdotal evidence of the desire to attract and retain high quality candidates to these roles, particularly in regional and remote areas.
 - the continuing significant disparity in remuneration between Mayors and Councillors from smaller rural, regional, and remote communities compared to those in larger metropolitan areas, as highlighted in written and oral depositions to the Commission over the last five years.
 - the gap in real wage terms between Mayors and Councillors in Categories A1 to B1 and those in Categories B2 to F2, despite the equally important work undertaken by local governments in all categories.
 - the Commission remains committed to addressing this gap through its annual remuneration schedule and category reviews and has applied a higher percentage increase for A1, A2, A3 and B1 councils.

The Commission further took into consideration the following data:

Increase in CPI¹:

	Dec Qtr 2023	Mar Qtr 2024	June Qtr 2024	Sep Qtr 2024
All Groups CPI inflation change (quarterly)				
Brisbane	0.5%	1.1%	1.0%	-0.9%
Australia*	0.6%	1.0%	1.0%	0.2%
All Groups CPI inflation change (annual)				
Brisbane	4.2%	3.4%	3.4%	1.8%
Australia	4.1%	3.6%	3.8%	2.8%

* Australia refers to weighted average of eight capital cities

Increases in the Wage Price Index (WPI)²:

For the financial year ended 30 June 2024 as compared to the financial year ending 30 June 2023¹:

		Seasonally adjusted		Original	
		All Industries	Public Sector	All Industries	Public Sector
Quarterly change Mar 2024 to June 2024	Queensland			0.7%	
	Australia	0.8%	0.9%	4.1%	3.9%
Annual change Jun 2023 to Jun 2024	Queensland			4.6%	
	Australia	0.6%	0.7%	4.1%	3.9%

Brisbane City Council's Independent Councillor Remuneration Tribunal (ICRT)³:

- The Commission has considered the Brisbane City Council's Independent Councillor Remuneration Tribunal (ICRT) determination as a potentially relevant factor.
- The Tribunal has determined that the base rate for a BCC Councillor should be increased by 2.5% on 1 June 2022 with effect on and from 1 September 2022.

The Office of Industrial Relations (OIR):

The State Government Entities Certified Agreement 2023 (2023 Core Agreement) wage increase arrangements:

- 4% effective 1 July 2023 + COLA⁴ payment of max 3% base wages
- 4% effective 1 July 2024 + max 3% COLA if applicable
- 3% effective 1 July 2025 + max 3% COLA if applicable.

¹ Australian Bureau of Statistics
<https://www.qgso.qld.gov.au/statistics/theme/economy/prices-indexes/consumer-price-index-state>

² Australian Bureau of Statistics
<https://www.abs.gov.au/statistics/economy/price-indexes-and-inflation/wage-price-index-australia/latest-release#state-and-territory-wage-growth>

³ Brisbane City Council's Independent Councillor Remuneration Tribunal
<https://www.brisbane.qld.gov.au/about-council/governance-and-strategy/lord-mayor-and-councillors/councillors-remuneration-policy>

⁴ COLA refers to the Cost-of-Living Adjustment paid if CPI is higher than the base wage increases e.g. in a year where base increase is 4% and CPI is 7% the COLA paid will be 3%. If base increase is 4% and CPI is 6%, the COLA paid will be 2%.

New South Wales⁵

- The New South Wales Local Government Remuneration Tribunal has determined an increase of 3.75% to mayoral and councillor fees for the 2024-25 financial year, with effect from 1 July 2024, circulated on 29 May 2024.

Victoria⁶

- On 1 July 2024, the Victorian Independent Remuneration Tribunal (VIRT) made the allowance payable to mayors, deputy mayors, and councillors (Victoria) Annual Adjustment Determination 2024.
- The VIRT determined a 3.5% increase to the values of the base allowances payable to mayors, deputy mayors, and councillors, effective from 1 July 2024. A 3.5% increase has also been applied to the base allowance values which take effect on:
 - 18 December 2024
 - 18 December 2025

Western Australia⁷

- In a determination published on 26 March 2024, the Western Australian Salaries and Allowances Tribunal, resolved that attendance fees and annual allowance ranges for Elected Members would be increased by 4%, with the adjustment to taking effect from 1 July 2024
- In Western Australia a local government or regional local government can elect to pay council members an attendance or an annual fee to all council members who attend council, committee or prescribed meetings. There is also provision for reimbursement of expenses.

Tasmania⁸

- In Tasmania, the remuneration for local government councillors is automatically increased under the provisions of the Local Government (General) Regulations 2015.
- Allowances are adjusted from 1 November each year by multiplying the allowances for the previous year by the inflationary factor for the current year.
- Individual allowances payable to elected members from 1 November 2024 will be rounded to the nearest dollar using the inflationary factor, which is 5.14% for 2023-24.

⁵ <https://www.olg.nsw.gov.au/https-www-olg-nsw-gov-au-category-https-www-olg-nsw-gov-au-category-council-circulars/24-08-2024-25-determination-of-the-local-government-remuneration-tribunal/>

⁶ <https://www.vic.gov.au/allowances-mayors-deputy-mayors-and-councillors-annual-adjustment>

⁷ Local Government Chief Executive Officers and Elected Members Determination No 1 of 2024 (www.wa.gov.au)

⁸ https://www.dpac.tas.gov.au/__data/assets/pdf_file/0024/385107/2024-Councillor-allowances-information-sheet.pdf

Northern Territory⁹

- In the Northern Territory, the allowances for local government council members are indexed by CPI (Darwin) on 1 July each year.
- The Northern Territory Remuneration Tribunal has also increased the basic allowances paid to every Councillor on 29 January 2024 by 2.5% in recognition of general wage and salary increases across the Northern Territory over the past year, effective from 1 July 2024.

Councillor advisors

The Commission did not receive any direction or request from councils to make recommendations relating to councillor advisors in the period between 1 December 2023 to 30 November 2024.

⁹ https://cmc.nt.gov.au/__data/assets/pdf_file/0004/1355665/report-determination-1-of-2024-allowances-for-members-local-government-councils.pdf

2. The Commission

Formation and composition

The Local Government Remuneration Commission (the Commission) is an independent entity established under the *Local Government Act 2009* (the Act). On 1 October 2019, Governor in Council, approved the current Commission for a term of four years.

The Chair and Commissioners were reappointed by Governor in Council for a second four-year term on 1 October 2023.

This is the sixth report of the Commission, and the 18th report about Queensland councillor remuneration, including the reports of the former Local Government Remuneration and Discipline Tribunal and the Local Government Remuneration Tribunal.

The Chair and Commissioners of the Commission are:

Mr Robert (Bob) Abbot OAM

Chairperson

Mr Abbot has extensive experience in the local government sector with 32 years as an elected councillor and mayor. Mr Abbot has experience working at state and national local government organisations and has held board and panel positions, including Deputy Chair of the South-East Queensland Council of Mayors, Director of the Local Government Association of Queensland (LGAQ), and Director of the Australian Local Government Association. Mr Abbot has been a mentor for newly elected mayors on behalf of the LGAQ, with a particular focus on mentoring Queensland Indigenous mayors.

In the 2021 Australia Day Honours List, Mr Abbot was the recipient of an Order of Australia (OAM) for his service to local government and to the communities of Noosa and the Sunshine Coast.

Ms Andrea Ranson

Commissioner

Ms Ranson is a practising commercial and dispute resolution lawyer with experience in both public and private sectors of business and governance. She holds a Master of Laws (LLM), Bachelor of Laws (Hons) and Bachelor of Arts from Monash University, Victoria. She is additionally a Graduate of the Australian Institute of Directors (AICD) and a Fellow of the Governance Institute of Australia (FGIA).

Ms Ranson is a director appointed to North Queensland Bulk Ports Corporation, a government owned corporation, holding the role of Chair of the Corporate Governance and Planning Committee, and the role of Member of the Audit & Financial Risk Management Committee of that Board. Ms Ranson was appointed on 1 October 2024, as a Member of the Mackay Health & Hospital Service, a Member of the Finance Committee and a Member of the Sustainability and Capital Works Committees of that Board. Her experience includes business and commercial law, employment and industrial relations, diversity, justice, and ethics. Ms Ranson lives regionally and is passionate about regional development. Ms Ranson is a Nationally

Accredited Mediator presently working with QCAT, the QSBC, the QBCC and is a member of the QLD Department of Justice & Attorney-General Dispute Resolution Panel.

Mr Reimen Hii

Commissioner

Mr Hii is a barrister and Nationally Accredited Mediator. He holds the degrees of Bachelor of Laws and Bachelor of Arts. He is a practicing lawyer with extensive knowledge in public administration and community affairs, and a particular interest in civil and commercial law. Mr Hii is experienced in professional discipline matters, including investigations, public administration, corporate and public governance, public sector ethics and finance.

Mr Hii has a culturally and linguistically diverse background and experience collaborating with diverse communities. Mr Hii has previously been recognised as Australian Young Lawyer of the Year by the Law Council of Australia, in recognition of his significant contribution to access to justice and diversity advocacy. Mr Hii provides a deep understanding of diversity and brings well respected analytic skill, together with legal and business acumen to the role.

Remuneration responsibilities

Chapter 6, Part 3 of the *Local Government Act 2009* (the Act) established the Local Government Remuneration Commission to assume the remuneration functions of the former Local Government Remuneration and Discipline Tribunal which ceased to exist on 3 December 2018.

Section 177 of the Act provides the functions of the Commission are:

- to establish the categories of local governments, and
- to decide the category to which each local government belongs, and
- to decide the maximum amount of remuneration payable to the councillors in each of the categories, and
- to consider and make recommendations to the Minister about the following matters relating to councillor advisors—
 - (i) whether or not to prescribe a local government under section 197D(1)(a)
 - (ii) the number of councillor advisors each councillor of a local government may appoint
 - (iii) the number of councillor advisors a councillor of the council under the City of Brisbane Act 2010 may appoint; and
- another function related to the remuneration of councillors if directed, in writing, by the Minister.

Chapter 8, Part 1, Division 1 of the *Local Government Regulation 2012* (Regulation) sets out the processes of the Commission in deciding the remuneration that is payable to mayors and councillors.

The Regulation requires the Commission to review the categories of local governments once every four years, in the year prior to each quadrennial election, to determine whether the categories and the assignment of local governments to those categories require amendment.

After determining the categories of local governments, the Regulation also requires the Commission to decide annually, before 1 December each year, the maximum amount of remuneration to be paid to mayors, deputy mayors and councillors in each category from 1 July of the following year.

In addition, section 248 of the Regulation allows a local government to make a submission to the Commission to vary the remuneration for a councillor, or councillors, to a level higher than that stated in the Remuneration schedule where the local government considers exceptional circumstances apply. The Commission may, but is not required to, consider any such submission. If the Commission is satisfied that exceptional circumstances exist, the Commission may approve payment of a higher amount of remuneration.

Section 197A of the Act established requirements for councils that wish to employ councillor advisors and councillor administrative support staff to assist councillors to complete their duties.

The requirements in relation to the appointment of councillor advisors include the following:

- must vote to pass a resolution to create councillor advisor positions (except Brisbane City Council)
- appoint advisor, at the discretion of councillors and only until the councillor's term ends, unless re-appointed by a new councillor

- must report the costs of councillor advisors to the community, for example through the council's annual report.

Requirements for councillor advisors include the following:

- they must submit registers of interests and keep them up to date
- they must follow a new Code of Conduct for councillor advisors in Queensland
- they must comply with the local government principles and can be found guilty of integrity offences.

At the time of this report, the Commission is yet to receive any submissions or enquiries in relation to councillor advisors as at the date of its determination.

3. Remuneration determination

Remuneration determination for councillors

As required by section 246 of the Regulation the Commission has prepared a Remuneration Schedule (the Schedule) for the 2024-2025 financial year, applicable from 1 July 2025, which appears below.

Arrangements have been made to publish the Schedule in the Queensland Government Gazette and for this report to be presented to the Minister for Local Government.

Methodology

The Commission had regard to the matters in section 244 and 247 (2), (5) of the Regulation in determining the Schedule. The Commission also noted and had regard to the matters listed throughout this report to determine the appropriate maximum remuneration in each category of local government.

Matters not included in the Remuneration schedule

The Commission considered all submissions received during the consultation phase of the review of council categorisations for the purpose of developing a framework to create categories and place councils.

Pro rata payment

Should an elected representative hold a councillor position for only part of a financial year, they are only entitled to remuneration to reflect the portion of the year served. It is out of the scope of the Commission's powers to determine otherwise.

Remuneration schedule to apply from 1 July 2025

Remuneration determined from 1 July 2025 (\$ per annum; see Note 1)

Category	Local Governments assigned to categories	Mayor	Deputy Mayor	Councillor
A1 *Note 1	Barcaldine Regional Council	\$122,975	\$70,946	\$61,486
	Barcoo Shire Council			
	Bulloo Shire Council			
	Croydon Shire Council			
	Doomadgee Aboriginal Shire Council			
	Kowanyama Aboriginal Shire Council			
	Mapoon Aboriginal Shire Council			
	McKinlay Shire Council			
	Richmond Shire Council			
	Torres Shire Council			
	Woorabinda Aboriginal Shire Council			
	Wujal Wujal Aboriginal Shire Council			
A2 *Note 1	Aurukun Shire Council	\$122,975	\$70,946	\$61,486
	Blackall-Tambo Regional Council			
	Boulia Shire Council			
	Burke Shire Council			
	Cherbourg Aboriginal Shire Council			
	Cloncurry Shire Council			
	Diamantina Shire Council			
	Etheridge Shire Council			
	Hinchinbrook Shire Council			
	Hope Vale Aboriginal Shire Council			
	Lockhart River Aboriginal Shire Council			
	Mornington Shire Council			
	Murweh Shire Council			
	Napranum Aboriginal Shire Council			
	North Burnett Regional Council			

Category	Local Governments assigned to categories	Mayor	Deputy Mayor	Councillor
	Palm Island Aboriginal Shire Council			
	Paroo Shire Council			
	Pormpuraaw Aboriginal Shire Council			
	Quilpie Shire Council			
	Winton Shire Council			
	Yarrabah Aboriginal Shire Council			
A3 * Note 1	Longreach Regional Council	\$124,157	\$71,629	\$62,078
	Balonne Shire Council			
	Douglas Shire Council			
	Flinders Shire Council			
	Goondiwindi Regional Council			
	Northern Peninsula Area Regional Council			
B1	Banana Shire Council	\$124,157	\$71,629	\$62,078
	Carpentaria Shire Council			
	Burdekin Shire Council			
	Cook Shire Council			
	Torres Strait Island Regional Council			
B2	Maranoa Regional Council	\$149,895	\$93,684	\$79,630
	Cassowary Coast Regional Council			
	Charters Towers Regional Council			
	Gympie Regional Council			
	Livingstone Shire Council			
	Mareeba Shire Council			
	Mount Isa City Council			
	Scenic Rim Regional Council			
	Somerset Regional Council			
	South Burnett Regional Council			
	Southern Downs Regional Council			
	Tablelands Regional Council			

Category	Local Governments assigned to categories	Mayor	Deputy Mayor	Councillor
B3	Isaac Regional Council	\$150,258	\$93,911	\$79,823
	Noosa Shire Council			
	Whitsunday Regional Council			
	Lockyer Valley Regional Council			
C1	Central Highlands Regional Council	\$152,068	\$95,041	\$80,784
	Western Downs Regional Council			
C2	Gladstone Regional Council	\$175,435	\$115,419	\$101,567
	Rockhampton Regional Council			
C3	Bundaberg Regional Council	\$177,138	\$116,539	\$102,553
	Fraser Coast Regional Council			
D2	Cairns Regional Council	\$203,137	\$138,501	\$120,037
	Mackay Regional Council			
	Redland City Council			
	Toowoomba Regional Council			
D3	Townsville City Council	\$230,836	\$156,974	\$138,501
	Ipswich City Council			
E2	Logan City Council	\$258,539	\$179,130	\$156,970
	Moreton Bay City Council			
	Sunshine Coast Regional Council			
F2	Gold Coast City Council	\$286,239	\$201,596	\$170,819

Notes to the Remuneration schedule

The 2014 annual report by the former Local Government Remuneration and Discipline Tribunal explained the rationale behind the adoption of a system of remuneration which comprised a base payment (of two thirds of the annual remuneration) and a monthly payment based upon attendance at, and participation in, the 12 mandated council meetings.

The monetary amounts shown are the per annum figures to apply from 1 July 2025. If an elected representative only serves for part of a full financial year (that is, 1 July to 30 June) they are only entitled to a pro rata payment to reflect the portion of the year served.

*Note 1: For councillors in category A1, A2 and A3 councils, a base payment (two thirds of the annual remuneration) and a monthly payment based upon attendance at council meetings (one third of the annual remuneration) is payable for the 12 months commencing 1 July 2025. Participation in, scheduled meetings of council is subject to certification by the mayor and/or chief executive of the council. Mayors and deputy mayors in category A1, A2 and A3 are currently entitled to receive their full annual remuneration level shown.

The Commission has not determined to make changes to the system of base payment and mandated council meetings for its 2025-2026 determination. Future consideration by the Commission may be given to whether changes to the current system should be made.

4. Matters raised with the Commission

A summary table of submissions made to the Commission during the review period and the Commission's determination is provided below.

Meetings and deputations

Local governments were provided with the opportunity to engage with the Commission at the Annual Conference of the LGAQ in Brisbane from 21 to 23 October 2024.

City of Moreton Bay, Gladstone Regional Council, Issac Regional Council and Toowoomba Regional Council provided the Commission with oral deputations during the 2024 LGAQ Conference.

Local governments were also given an opportunity to provide written submissions to the Commission. Two written submissions were received and considered.

The submissions in general proposed greater remuneration based on the complexities of modern governance faced by councillors and mayors.

In making its determination, the Commission had regard to all submissions it received, together with the matters on throughout this report.

Key points raised with the Commission during the 2024 review period included themes that had been consistently submitted by councils in earlier years: as accounting for an increase in complexity and workload for elected members that includes but not limited to:

- **Remuneration and talent:** need for competitive salaries to attract diverse and skilled elected candidates and a desire to attract and maintain high quality candidates, particularly in regional areas.
- **Innovation recognition:** exploring potential ways to incentivise and reward innovative council initiatives that support community growth, resourcefulness and development.
- **Inflationary impact:** addressing the disproportionate impact of rising inflation on local governments and their constituents, especially those on lower incomes and in rural areas.
- **Community sustainability:** ensuring the long-term viability and prosperity of communities during the global transition to renewable energy and the need for significant infrastructure changes.

Table – Summary of 2024 submissions

1	Date received	21 October 2024 - LGAQ Annual Conference
	Received from	City of Moreton Bay Mayor, Peter Flannery CEO, Scott Waters
	Summary of submission	<p>Concerns have been raised regarding the timing of the remuneration review, which is being conducted near the end of the election term. There is a view that elected members may be hesitant to advocate for fair remuneration adjustments so close to an election, as this timing may not allow for balanced consideration. To address this, it is recommended that the Commission consider scheduling remuneration category reviews at mid-term rather than at the end of the electoral cycle, allowing for a more objective review process.</p> <p>Additionally, the creation of a new subcategory between the existing E2 and F2 categories is proposed. The current category structure does not adequately account for differences in revenue sources or population demands. For instance, unlike some council, which benefits from revenue streams from sewer and water services, Moreton Bay does not have access to such a base.</p> <p>The rapid growth and development in the Moreton Bay region also underscore the need for reconsidering category classifications. Major projects, including the possible relocation of Stadium and substantial population growth, along with developments in the Caboolture West and other site expansions, highlight the increasing workload placed on councillors.</p> <p>As such, the establishment of a new subcategory would more accurately reflect the workload required to effectively manage a large and growing population in Moreton Bay.</p>
	Determination	<p>The Commission acknowledged the Council's concerns and indicated that they would raise the matter with the Minister to explore whether the timing of category reviews could be adjusted.</p> <p>In response, the Commission noted that the difference in pay between categories E2 and F2 is minimal, and therefore the creation of a subcategory might not significantly impact remuneration. This will be revisited in the future category framework review.</p>

2	Date received	22 October 2024 - LGAQ Annual Conference and via E-mail
	Received from	Gladstone Regional Council Councillor Kahn Goodluck Councillor Leanne Patrick
	Summary of submission	<p>Appropriate remuneration for mayors and councillors is essential to fostering strong and sustainable local governance. Considering expanded responsibilities and complex regulatory requirements, there is a need for a remuneration approach that reflects the dedication of local government officials and aligns with that of state and federal representatives, as well as comparable private sector roles.</p> <p>The responsibilities of mayors and councillors have evolved significantly, often requiring a full-time commitment to meet community expectations. A revised remuneration framework would better reflect this commitment, supporting the attraction of individuals with diverse skills and expertise who are eager to contribute to their communities enabling greater representation of groups underrepresented in local government, such as women and younger individuals, fostering a dynamic council environment.</p> <p>The introduction of a Transition Allowance is also recommended to support councillors and mayors as they transition out of their roles, recognising their commitment to public service. This allowance would help mitigate the financial impact of leaving office, ensuring a smoother return to other professions.</p> <p>Furthermore, running for office involves considerable personal financial outlay. Aligning the allowable deductions for local government candidates with those available to state and federal candidates would reduce financial barriers. Advocacy for equitable tax deduction allowances for local government candidates would help ensure that financial limitations do not deter qualified candidates from pursuing local office.</p>
	Determination	<p>The Commission explained the role of the Commissioners, outlining the statutory requirements that define their powers and limitations. While acknowledging the council's concerns about long-term planning and the challenges of attracting high-quality candidates, particularly regarding potential provisions for election cost entitlements or a transition allowance, the Commission advised that these matters fall outside their statutory authority to recommend or implement.</p> <p>The Commission emphasised that, although they cannot make changes in this area, they recognise the importance of the issue, which will be documented in their upcoming report. Additionally, the Commission recommended that the council seek legal advice on what actions it may be able to take independently, noting that the statutory framework does not prevent the council from pursuing such initiatives.</p>

3	Date received	22 October 2024 - LGAQ Annual Conference and via E-mail
	Received from	Issac Regional Council Councillor Jane Pickels CEO, Cale Dendle
	Summary of submission	<p>The Council highlighted the similarities between the roles and challenges faced by Central Highlands Regional Council and Western Downs Regional Council, both of which are categorised one level higher than Isaac Regional Council. The Council expressed a preference for having these similarities reflected in the category framework. The discussion also touched on the issue of whether the role should be considered full-time or part-time.</p> <p>Additionally, the Council raised the non-resident population factor, emphasising the unique situation in which they serve both the oldest and youngest communities in the country, from coastal areas to rural regions, and the challenges associated with meeting the needs of these diverse populations.</p> <p>The Council also sought clarification on how subcategories were calculated, noting that the differences between some were minimal, while others showed a more significant jump. Understanding this would provide greater insight into the categorisation process.</p> <p>While Council is pleased to see the recent reclassification of Central Highlands and Western Downs to Category C1, there is some confusion as to why Isaac remains classified as B3. It is unclear why the initial increment in both Category B and Category C is significantly lower than subsequent increments within the same categories. This discrepancy appears to undercut the intent of last year's review of the categorisation methodology.</p>
	Determination	<p>The Commission provided a detailed explanation of the methodology used to calculate the categories and subcategories, highlighting the benefits of applying primary and supporting criteria. These criteria ensure a more objective assessment across councils, eliminating the subjective elements of earlier practices.</p> <p>The Commission acknowledged the council's concerns and agreed on the importance of attracting qualified and diverse candidates. Additionally, the Commission emphasised that increasing revenue is the key factor accepted across the industry for councils seeking to move into higher categories.</p> <p>While the Commission will continue exploring options, they assured the council that the points raised will be considered as part of ongoing improvements to the remuneration framework in the coming years.</p>

4	Date received	22 October 2024 – LGAQ Annual Conference
	Received from	Toowoomba Regional Council Mayor, Geoff MacDonald A/CEO, Nick Hauser
	Summary of submission	<p>Council expressed its appreciation for the work of the Remuneration Commission, particularly in successfully completing the recent category review. They commended the efforts involved and sought further clarification on the remuneration framework, the Commission’s role, and the general methodology used. Council also conveyed its gratitude for the inclusion of the SEIFA index and other supporting criteria in the review process.</p> <p>Additionally, Council noted that based on their current revenue, they believe they should be categorised one level higher, aligning more closely with the D3 councils instead of D2.</p> <p>In closing, Council thanked the Commission for accommodating the meeting on short notice and advised that they would review the materials available on the website and submit any requests if necessary.</p>
	Determination	<p>The Commission thanked the Mayor for his appreciation of the new remuneration framework and methodology, assuring that they remain committed to continuously improving the process.</p> <p>Future review of the framework is planned for around 2028. The Commissioner provided further explanation on how the methodology works, detailing how the criteria were suggested and generally accepted by councils as comparable factors.</p> <p>The Commission also mentioned that they will continue to explore additional factors, such as innovation and industry-specific needs, and work towards developing measurable criteria. They acknowledged the challenges in creating fair and equitable standards that can be universally applied.</p> <p>Additionally, the Commission inquired whether the council had any specific requests regarding the upcoming annual remuneration determination. Council expressed gratitude for the Commission’s correspondence seeking feedback and advised they would use that channel to submit any future submissions as needed.</p>

5. Other activities

Exceptional circumstances submissions (matters raised under Local Government Regulation 2012, section 248):

Nil.

6. Future priorities

The Commission will continue to consider enhancements to the framework for council remuneration categorisation including an equitable method to consider industry impacts on councils and matters relating to transitioning communities and improving sustainability.

The Commission will continue to invite submissions from all Councils as part of its general review of categories and maximum determination of remuneration.

The Commission intends to engage with local governments throughout the year including the option for a mid-year deputation process to be established. The Commission invites councils in all areas to participate in the deputation process and any further opportunities for submissions to be made that the Commission may announce.

Further information about the Commission can be located at <https://www.localgovernment.qld.gov.au/for-councils/governance/local-government-remuneration-commission>

Local Government Remuneration Commission

PO Box 15009
City East Qld 4002

1 William Street
Brisbane Qld 4000

Email: LGRCenquiries@dsdilgp.qld.gov.au

Phone: (07) 3452 7992

Website: <https://www.localgovernment.qld.gov.au/for-councils/governance/local-government-remuneration-commission>

5.4.4.5. **Provision of Facilities and Support**

Certain equipment separately identified in this policy is provided to the Councillor once and will remain the property of the Councillor upon the completion of ~~their~~ entire term of Council. All other equipment and facilities not separately identified shall remain the property of Council and must be returned to Council when a Councillor's term expires.

5.4.1.4.5.1. *Private use of Council owned facilities*

Based on the principle, that no private benefit is to be gained, the facilities provided to Councillor's by Council owned facilities are to be used only for Council business unless prior approval has been granted by resolution of Council.

5.4.2.4.5.2. *Office facilities*

Councillors will be provided with the following facilities and support:

- Mayor: Separate office accommodation on home island, Thursday Island and in Cairns Office with Secretarial and Executive Assistant Support
- Deputy Mayor and Councillors: Office accommodation and administrative support in accordance with the established staff structure and Council's Communications Guidelines (Acceptable Request Guidelines) on the Councillor's home island.

Councillors are provided with access to shared facsimile, scanner, printer, photocopier and paper shredder for business use.

Use of Council landline telephones and internet access in Council offices for Council business.

5.4.3.4.5.3. *Uniform provision*

The Council will provide Councillors with a Council uniform allocation, aligned to the general employee uniform allowance.

5.4.4.4.5.4. *Motor vehicles*

On the choice of the Mayor or Councillor, the

CCouncil will provide a 2WD dual cab utility or similar vehicle dependent upon availability on a full private use basis, that being, any member of the Councillor's family with a current driver's licence can drive this vehicle and transport passengers.

The Councillor will pay \$25 a week as hire and provide all fuel.

The Council will be responsible for the routine maintenance and insurance of the vehicle and all fair wear and tear repairs. Where repairs are required other than as a result of fair wear and tear, the Councillor will pay the full cost (including any freight costs) of rectification or, if the vehicle cannot be repaired, replacement of the vehicle.

Repair or replacement must be carried out in a timely manner– within two months of damage being identified, or as soon as reasonably practicable.

Vehicle hire may be suspended for a period of time where the vehicle is taken out of operation for repairs and maintenance and an alternative vehicle is not available.

Motor vehicles will not be allocated to Councillors with outstanding unpaid charges for maintenance and unfair wear and tear repairs from previous hire arrangements through Council.

Council shall retain ~~property ownership of~~ the vehicle. At the end of the Councillor's term the vehicle shall be returned to Council in the same condition as when the vehicle was provided, subject to fair wear and tear.

A Councillor will not be entitled to access any other Council vehicle, for Council business or private use.

5.4.5.4.5.5. *Computers and telecommunication*

Council will ~~only~~ provide one mobile phone handset and one piece of portable IT hardware equipment (i.e. laptop/tablet) to a Councillor at the start of their term of office.

At the conclusion of the term these items will become the property of the Councillor. A standard suite of Council software will be provided with each piece of portable IT hardware equipment issued to the Councillor. Any additional software provision and/or installation will be at the discretion of the Chief Executive Officer and must comply with licencing and ICT Standard Operating Environment Procedure. This software licence will be removed at the end of the Councillor's term.

Support for the Council supplied IT hardware will be provided through the Information Services Helpdesk (within standard business hours). If rectification requires more than phone support the Council provided IT hardware must be returned to the Cairns office by the Councillor.

Any lost, damaged, stolen or superseded devices will be repaired or replaced by Council at the sole discretion of the Chief Executive Officer, who shall consider the reasonableness of the request.

Use of IT equipment provided by Council must comply with IT Policy and Procedures, and particularly the ICT Acceptable Use Procedure.

A voice and data plan will be paid for by Council for business use only during the term of the Councillor.

5.4.6.4.5.6. *General legal advice*

General legal advice is available to Councillors on Council-related matters relating to their role with Council or obligations as councillors under the Local

Government Act 2009 (Qld). Legal advice is provided by Council's Legal Services Team.

5.5.4.6. Reimbursement of Expenses

5.5.4.6.1. Representing Council

Where Council resolves, or the Mayor and Chief Executive Officer consider relevant, that Councillors are required to attend study tours, conferences or workshops to either deliver a paper, to receive knowledge or as a delegate of Council; Council will pay for or reimburse expenses, associated with attending the event since participation is part of the business of Council.

Each Councillor who attends an event on behalf of Council must provide a written report to the whole Council at the second ordinary meeting after the event and a verbal report upon request.

5.5.2.4.6.2. Mandatory professional development

Where Council resolves or the Mayor and Chief Executive Officer consider, that all Councillors are to attend training courses or workshops for skills development related to a Councillor's role, the Council will pay for or reimburse expenses, being the total cost of the course plus directly associated expenses.

5.5.3.4.6.3. Discretionary professional development

Where a Councillor identifies a need to attend a conference, workshop or training to improve skills, other than mandatory training, Council will pay for or reimburse expenses to a maximum of \$5,000 per financial year. The professional development must be related to the skill development of the Councillor in their capacity as Councillor.

5.6.4.7. Travel as required to represent Council

A local government may pay for or reimburse local, interstate and overseas travel expenses (e.g. flights, car, accommodation, meals and associated registration fees) deemed necessary to achieve the business of Council where:

- A Councillor is an official representative of Council; and
- The activity/event and travel have been endorsed by resolution of Council; or
- The Mayor and Chief Executive Officer consider necessary to incur the travel on behalf of Council

Council will pay for reasonable expenses incurred for overnight accommodation. All travel expenses will be paid in advance of travel with any unused allowance recovered from future claims.

If a Councillor travels using their private vehicle, a log is to be kept of the kilometres travelled and the reimbursement will be on a cents-per-kilometre method in accordance with the Australian Taxation Office rulings for the engine capacity of the

vehicle used. Claim can only be made to a maximum of 5,000 business kilometres per year per vehicle.

If a Councillor travels using a private vessel, reimbursement will be based on actual costs incurred (such as fuel costs). A log is to be kept and receipts provided to substantiate reimbursement of expenses. The claim must not exceed the cost of the same travel using economy flights plus taxi transfers.

5.6.1.4.7.1. *Travel bookings*

All Councillor approved air travel will be booked and paid for by Council. For the purpose of travelling for Council (not as a result of a third-party request and payment) economy class is to be used, however for journeys of two (2) hours or more, business class may be used where available.

Class of travel for third-party travel requests such as attendance at board or other meetings of the third party will be at the discretion of the Chief Executive Officer.

Airline tickets are not transferable and can only be procured for the Councillor's travel on Council business. They cannot be used to offset other unapproved expenses. (e.g. cost of partner or spouse accompanying the Councillor.)

5.6.2.4.7.2. *Travel transfer costs*

Any travel transfer expenses associated with Councillors travelling for Council approved business will be reimbursed. For example: trains, taxis, buses and ferry fares as well as possible hire cars.

Cab charge fast cards may also be used where Councillors are required to undertake duties relating to the business of Council. Cab charge statements are reviewed monthly by Councils Senior Executive Assistant to the Mayor and Chief Executive Officer against approved Council travel dates.

On the mainland only, for travel periods of longer than three (3) days, the Councillor has an option of obtaining a hire car. The hire car will be the equivalent of the Avis car classes being either full size or standard class vehicle. This is to be arranged by Council. All fuel costs and non-direct hire costs (e.g. cleaning) associated with the hire car will be borne by the Councillor.

If the Chief Executive Officer considers it an operational advantage or that savings can be achieved by hiring a car, this is at the Chief Executive Officer's discretion.

In exceptional circumstances where there is no Council vehicle or taxi service reasonably available, a hire car may be approved, for travel periods of less than 3 days, at the Chief Executive Officer discretion.

Travel costs including car-hire, parking costs and fuel, when attending conferences, will be considered by the Chief Executive Officer on a case-by-case basis. For

example: hire car including fuel and parking to attend a conference or other official Council business requiring road-based travel from the nearest airport.

NOTE: Any fines incurred while travelling in Council-owned vehicles or Council arranged hire vehicles when attending to Council business, will be the responsibility of the Councillor incurring the fine.

Costs listed on invoices to Council which are not covered by the Council hire arrangement including fines, fees, refuelling, vehicle repairs and cleaning will be recovered by Council from the next payment made to the Councillor. A copy of the invoice will be forwarded to the Councillor to support the deduction made for the cost recoveries.

5.6.3.4.7.3. Accommodation

Council will pay for the most economical deal available. Where possible, the minimum and maximum standard for Councillors' accommodation will be four (4) star rating. Where particular accommodation is recommended by conference organisers, Council will take advantage of the package deal that is the most economical and convenient to the event.

For Cairns events Council has a list of pre-qualified suppliers who offer accommodation services, Councillors will be able to make a choice from these suppliers subject to availability.

Where a Councillor prefers to organise their own accommodation, an accommodation allowance will be paid as per the Australian Taxation Office Tax Determination for accommodation expenses current at the date of travel. This arrangement must be pre-approved by the Chief Executive Officer.

Tax withholding rate for non-commercial accommodation allowance is a minimum of 20%. If Councillor's ordinary withholding rate is higher than 20%, the tax withholding rate will be at the Councillor's ordinary rate.

5.6.4.4.7.4. Meals

Council will provide an allowance for meals, in accordance with the Australian Taxation Office ruling on travel expenses current at the date of travel, for a Councillor when a meal is not provided:

- Within the registration costs of the approved activity/event
- During an approved flight
- Any time Councillor is on Council Business

No alcohol will be paid for by Council. If the Councillor is away from home or commences their travel before 8am or concludes after 9 am a breakfast entitlement is provided. If the Councillor is away from home or commences travel before 12 noon or concludes after 1pm a lunch entitlement is provided. If the Councillor is away

from home or commences travel before 6 pm or concludes after 7pm a dinner entitlement is provided.

5.6.5.4.7.5. *Incidental allowance*

Payment will be made for any overnight travel only; the calculation is to pay on the first day of travel, on the last day of travel and for any day in between. In effect the minimum payment will be two days entitlement.

5.6.6.4.7.6. *Reimbursement of travel costs*

In the event that a Councillor is absent without approved leave, from a workshop, training or any organised Council business event for which travel costs have been incurred and/or travel allowance paid, the Councillor will be liable for reimbursement of travel costs and/or travel allowance paid.

5.7.4.8. **Legal Representation for Councillors**

Councillors can seek legal representation by written request to the Chief Executive Officer in relation to a matter that arises from the Councillor's performance of his or her functions. Former Councillors may also request legal representation.

There are four major criteria for determining whether Council will pay the legal representation costs of a Councillor.

These are:

1. the legal representation costs must relate to a matter that arises from the performance, by the Councillor, of his or her functions;
2. the legal representation cost must be in respect of legal proceedings that have been, or may be, commenced;
3. in performing his or her functions, to which the legal representation relates, the Councillor must have acted in good faith, and must not have acted unlawfully or in a way that constitutes improper conduct; and
4. the legal representation costs do not relate to a matter that is of a personal or private nature.

If the above four (4) criteria are satisfied, Council may approve the payment of legal representation costs:

- where proceedings are brought against a Councillor in connection with his or her functions – for example, an action for defamation or negligence arising out of a decision made or action taken by the Councillor; or
- to enable proceedings to be commenced and/or maintained by a Councillor to permit the Councillor to carry out his or her functions – for example, where a Councillor seeks to take action to obtain a restraining order against a person using threatening behaviour to the Councillor; or

- where exceptional circumstances are involved – for example, where a person or organisation is lessening the confidence of the community in Council by publicly making adverse personal comments about Councillors.

Council shall only approve the payment of legal representation costs if the Councillor has signed a written statement confirming that the Councillor:

- has acted in good faith, and has not acted unlawfully or in a way that constitutes corrupt conduct or misconduct, in relation to the matter to which the request for legal representation relates;
- has read, and understands, the terms of this Policy relating to legal assistance and associated costs;
- acknowledges that any approval of legal representation costs is conditional on the repayment provisions below and any other conditions to which the approval is subject; and
- undertakes to repay to Council any legal representation costs in accordance with the repayment provisions below. Council will not provide or fund legal advice or representation for Councillors in relation to personal or private matters.

Council will not, unless under exceptional circumstances decided by resolution of Council, provide or fund legal advice or representation for a defamation action or a negligence action instituted by a Councillor.

Council will not, unless under exceptional circumstances decided by resolution of Council, pay for legal advice or representation obtained by a Councillor where the Councillor has not obtained prior written approval from the Chief Executive Officer.

In assessing a request, Council may have regard to any insurance benefits that may be available to the Councillor under Council's insurance policies.

Council may:

- refuse;
- grant; or
- grant subject to conditions a Councillor's request for payment of legal representation costs.

Conditions may include, but are not restricted to:

- Council specifying who will provide the legal services (e.g. Council's Legal Services Directorate or an external law firm or legal services provider);
- a financial limit;
- a requirement to enter into a formal agreement, including a security agreement, relating to the payment, and repayment, of legal representation costs; and/or

- an obligation on the Councillor to act reasonably and to disclose to Council anything that could affect representation.

If Council approves a request for payment of legal representation costs, Council:

- shall confirm the scope of the approved legal representation;
- shall take advice on the estimated costs of the matter and set a limit on the costs to be paid by Council;
- shall require full and detailed accounts from the lawyer providing the legal representation to ensure that the representation complies with the scope of Council's approval;
- may make payment of approved legal representation costs either by a direct payment to the approved lawyer (or the relevant firm), or a reimbursement to the Councillor upon confirmation of payment by them; and
- shall not make payment for any legal services that are outside the scope of Council's approval.

A Councillor may make a further request to Council in respect of the same matter.

Council may at any time revoke or vary an approval, or any conditions of approval, for the payment of legal representation costs.

5.7.1.4.8.1. *Repayment provisions*

Council may, subject to below, determine that a Councillor whose request for legal representation costs has been approved has, in respect of the matter for which legal representation costs were approved –

- not acted in good faith, or has acted unlawfully or in a way that constitutes corrupt conduct or misconduct; or
- given false or misleading information in respect of the request.

A determination under the above may be made by Council only on the basis of, and consistent with, the findings of a court, tribunal or inquiry. Where Council makes a determination under the above, the legal representation costs paid by Council are to be repaid by the Councillor:

- all or part of those costs – in accordance with a determination by Council as per above;
- as much of those costs as are available to be paid by way of set-off – where the Councillor receives monies paid for costs, damages or settlement in respect of the matter for which Council paid the legal representation costs.

Council may take action in a court of competent jurisdiction to recover any monies due to it under this policy.

5.8.4.9. **Insurance cover**

Councillors will be covered under relevant Council insurance policies while discharging civic duties. Specifically, insurance cover will be provided for public liability, professional indemnity, Councillors liability and personal accident.

6.5. REPORTING

No additional reporting.

7.6. DEFINITIONS

Council business will include attendance at any official meeting of the Council, including the meetings of any Committee appointed by the Council under the relevant section of the *Local Government Regulation 2012*, Councillor forums and workshops and meetings of any external agency, committee, board or organisation on which Council input or representation is desirable and to which a Councillor has been appointed by formal resolution of the Council.

Council business also includes attendance at meetings and functions of community groups and organisations which Councillors have been formally requested or appointed to attend in an official capacity.

It should be noted, however, that Council business should result in a benefit being achieved either for the local government and/or the local government area.

Community business is performing civic ceremony duties such as opening a community event, attending or participating in a community group event or being a representative on a board not associated with Council

8.7. RELATED DOCUMENTS AND REFERENCES

- *Local Government Act 2009* ([Qld](#))
- *Local Government Regulation 2012* ([Qld](#))
- *Acceptable Request Guidelines*
- *Information Technology Policy*
- *ICT Acceptable Use Procedure*
- *ICT Standard Operating Environment Procedure*
- *Taxation Administration Act 1953* ([Cth](#))

9.8. REVIEW

This policy is to be reviewed annually, or if legislation changes, or at the direction of the Chief Executive Officer.

Councillor Remuneration, Expenses Reimbursement and Resources Policy

Policy type:	<input checked="" type="checkbox"/> Council <input type="checkbox"/> Administrative
Directorate:	Corporate Services
Responsible Officer	Executive Director Corporate Services
Authorised on:	25-XX June 202 5 ⁴
Effective date:	1 July 2024 ²⁰²⁵
Next review date:	June 2025 ²⁰²⁶
Review history:	2020, 2021, 2022, 2023, 2024



ORDINARY MEETING

17-18 June 2025

Agenda Item

8.1

DIRECTORATE: *Financial Services*

AUTHOR: *Head of Financial Services*

FINANCE DASHBOARD REPORT (May 2025)

OFFICER RECOMMENDATION:

Council receives and endorses the monthly financial statements attached to the officer's report for the 2024-25 year to date, for the period ended 31 May 2025, as required under Section 204 of the *Local Government Regulation 2012*.

EXECUTIVE SUMMARY:

This report seeks Council endorse the monthly financial statements for the 2024-25 year to date, for the period ended 31 May 2025.

Background:

The 2024-25 budget review was adopted at the February 2025 Ordinary Council Meeting and has taken into consideration the expected impacts of the remainder of the financial year including but not limited to high inflation, labour shortages due to shifting workforce dynamics, shortages in contractors due to remote operations and materials shortages. The strategic approach to budget planning demonstrates management's dedication to proactively confronting potential financial challenges and positioning the organisation for resilient financial performance, all while ensuring the continued delivery of essential services to the community.

The financial report must state the progress that has been made in relation to the local government's budget for the period of the financial year up to a day as near as practicable to the end of the month before the meeting is held. Each month, year-to-date financial statements are prepared to monitor actual performance against budget.

Below is a summary of the financial performance for the period end stated above. Actual amounts are compared against the year-to-date budget review for 2024-25. (See [Appendix A](#) for Summary Financial Statements by Department and [Appendix B](#) Detailed Capital Report).

Resource implications:

The actual operating result (before depreciation) year-to-date as at 31 May 2025 reflects a surplus of \$9.6M (budgeted \$1.1M surplus). This positive variance is primarily driven by increased revenue from contracts and recoverable works, capital works revenue that has not been allocated to capital revenue (end of year adjustment) and overall savings in expenditure impacted by various factors such as ability to deliver services based on external and internal constraints, and general timing.

FINANCIAL PERFORMANCE AT A GLANCE – Year to Date (YTD) 31 May 2025

Key financial results	Annual budget	YTD Original budget	YTD actual	YTD variance \$	YTD variance %	Status
Recurrent revenue	75,229,316	71,099,607	84,723,611	13,624,004	19.2%	●
Other income	6,090,890	5,614,760	6,017,260	402,501	7.2%	●
Recurrent expenditure (excl. depreciation)	(82,730,977)	(75,597,585)	(81,115,089)	(5,517,504)	(7.3%)	●
Operating result (excl. depreciation)	(1,410,771)	1,116,782	9,625,782	8,509,000	761.9%	●
Capital revenue	48,306,069	43,727,994	17,174,864	(26,553,130)	(60.7%)	●
Capital expenses	(3,500,000)	(3,208,333)	(1,020,048)	2,188,286	68.2%	●
Net result (excl. depreciation)	43,395,298	41,636,443	25,780,598	(15,855,845)	(38.1%)	●
Depreciation expense	(58,483,681)	(53,610,041)	(59,309,836)	(5,699,795)	(10.6%)	●
Net result	(15,088,382)	(11,973,598)	(33,529,238)	(21,555,640)	(180.0%)	●

Key:

Act Vs Bud Var % is <= -10%

Act Vs Bud Var % is > -10% and <= -5%

Act Vs Bud Var % is > -5%



Operating Result to Date – Favourable \$8.5M variance attributed to:

Revenue \$14M favourable variance:

- \$14.7M favourable variance for contract and recoverable works. Favourable result is due to the higher volume of priority works - which are higher in dollar value compared to usual R&M jobs combined with capital works revenue that has not been allocated to capital revenue year to date (end of year adjustment - budgeted \$11.3M as capital revenue).
- \$2.1M unfavourable variance in grants income due timing of revenue recognition which is partly due to various factors causing delays in service delivery and general budget timing differences.

Expenditure \$5.5M unfavourable variance:

- \$2.7M reduction in employee benefits due to a significant number of vacancies has been offset by increased reliance on temporary staff, contractors, and consultant costs
- Lower materials and services costs across most departments (excluding Building Services) are attributed to the high vacancy rate, which has impacted project and service delivery and subsequently reduced expenditure. This is offset by BSU expenses being overstated by housing upgrade program works done year-to-date, which will be reallocated to capital and increased expenditure relating to the increase in the volume of R&M works (budgeted \$7.7M as capital works)

Net Result to Date \$21.5M unfavourable variance:

Operating favourable variance offset by:

- Capital revenue: unfavourable variance which is affected by timing of capital works completed and building services capital works to be reallocated from operating revenue
- Capital expenses: favourable variance due to timing of disposals
- Depreciation expense: unfavourable variance due to increase in asset cost after indexation and asset capitalisations not being reflected in the budget

STATEMENT OF FINANCIAL PERFORMANCE

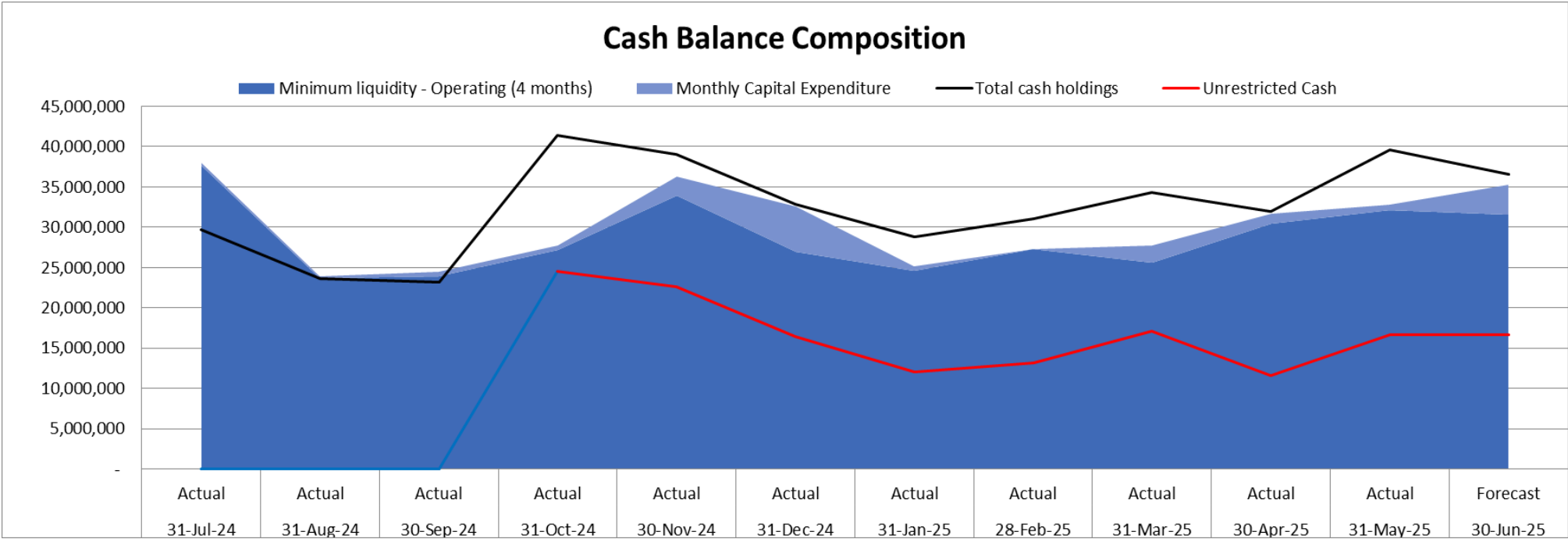
	Annual Original Budget	YTD Original Budget	YTD actual	YTD variance \$	YTD variance %
Income					
Recurrent revenue					
Community levies, rates and charges	1,969,374	64,723	41,460	(23,263)	100.0%
Fees and charges	5,350,639	5,106,535	5,362,364	255,829	5.0%
Sales revenue	24,788,300	22,843,719	38,103,511	15,259,793	66.8%
Grants, subsidies, contributions and donations	43,756,303	43,666,989	41,322,629	(2,344,361)	(5.4%)
	75,864,616	71,681,966	84,829,964	13,147,999	18.3%
Capital revenue					
Grants, subsidies, contributions and donations	48,306,069	43,727,994	17,174,864	(26,553,130)	(60.7%)
	48,306,069	43,727,994	17,174,864	(26,553,130)	(60.7%)
Interest received	679,995	624,105	1,158,498	534,393	85.6%
Other income	66,114	61,083	583,415	522,332	855.1%
Rental income	4,709,481	4,347,213	4,168,994	(178,219)	(4.1%)
Total income	129,626,275	120,442,361	107,915,735	(12,526,626)	(10.4%)
Expenses					
Recurrent expenses					
Employee benefits	34,556,215	31,594,424	28,902,724	2,691,700	8.5%
Materials and services	47,464,063	43,348,366	51,566,587	(8,218,221)	(19.0%)
Finance costs	710,699	654,795	645,778	9,017	1.4%
Depreciation and amortisation	58,483,681	53,610,041	59,309,836	(5,699,795)	(10.6%)
	141,214,658	129,207,625	140,424,925	(11,217,300)	(8.7%)
Capital expenses	3,500,000	3,208,333	1,020,048	(2,188,286)	(68.2%)
Total expenses	144,714,658	132,415,959	141,444,973	9,029,014	6.8%
Net result	(15,088,382)	(11,973,598)	(33,529,238)	(21,555,640)	180.0%

STATEMENT OF FINANCIAL POSITION

	Current Month	Prior Month	variance \$	variance %
Current assets				
Cash and cash equivalents	39,181,187	34,144,410	5,036,777	14.8%
Short term deposit	72,997	72,640	357	0.5%
Trade and other receivables	7,810,207	9,617,968	(1,807,761)	(18.8%)
Inventories	415,117	415,117	0	0.0%
Contract assets	5,064,210	6,748,932	(1,684,722)	(25.0%)
Lease receivables	-	-	0	
Total current assets	52,543,718	50,999,067	1,544,651	3.0%
Non-current assets				
Lease receivables	11,220,749	11,220,749	0	0.0%
Property, plant and equipment	1,076,201,359	1,081,040,812	(4,839,453)	(0.4%)
Right of use assets	48,201	96,402	(48,201)	(50.0%)
Total non-current assets	1,088,032,742	1,092,920,396	(4,887,654)	(0.4%)
Total assets	1,140,576,460	1,143,919,463	(3,343,003)	0.1%
Current liabilities				
Trade and other payables	4,447,273	3,619,140	(828,133)	(22.9%)
Borrowings	-	-	0	
Provisions	1,416,248	1,392,455	(23,793)	(1.7%)
Contract liabilities	24,481,262	21,893,277	(2,587,985)	(11.8%)
Lease liabilities	97	52,167	52,070	99.8%
Total current liabilities	30,344,880	26,957,039	(3,387,841)	(12.6%)
Non-current liabilities				
Provisions	11,224,757	11,036,437	(188,321)	(1.7%)
Lease liabilities	0	0	(1)	
Total non-current liabilities	11,224,758	11,036,436	(188,321)	(1.7%)
Net community assets	1,099,006,822	1,105,925,987	(6,919,165)	(0.6%)
Community Equity				
Asset revaluation surplus	825,145,979	825,145,979	0	0.0%
Retained surplus/(deficiency)	307,390,081	307,390,081	0	0.0%
Current Year Surplus/(Deficit)	- 33,529,238	- 26,610,072	(6,919,165)	26.0%
	1,099,006,822	1,105,925,987	(6,919,165)	(0.6%)

Cash Forecasting

The Department of State Development, Infrastructure, Local Government, and Planning sustainability ratios require that the Council maintain a minimum liquidity of four months' operating cashflows. The council has based the monthly cashflow projections on the 24/25 Budget Review projections. Grant revenue has been forecasted based on the expected timing of funds receipt as per funding agreements. July to May figures reflect actual cash balances.



Current forecast June 2025 – Overall Cash Balance - \$39.5M – Unrestricted Cash - \$16M

Council’s cash position remains under pressure, with unrestricted cash continuing its downward trend despite an increase in the overall cash balance. The uplift in total cash is primarily due to upfront payments for major capital projects, which are restricted in nature and not available for general operations.

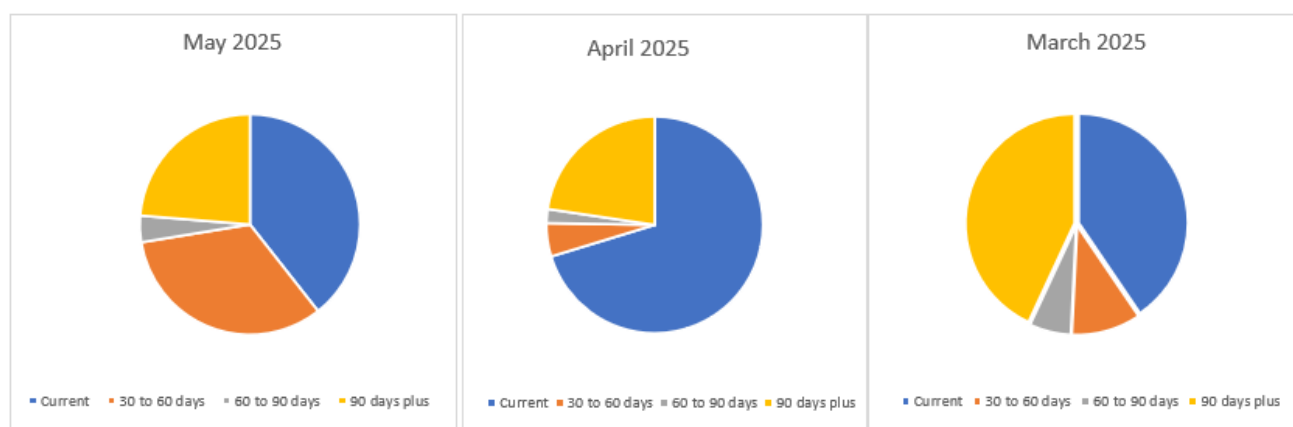
In addition to structural cost pressures, Council continues to fund a range of non-core services, which further strains cash flow and accelerates the depletion of unrestricted reserves. This issue was highlighted during the May 2025 Council workshop, where the risk of running out of unrestricted cash — and the associated consequences — was clearly outlined.

Administration has established a Sustainability Committee to support long-term financial planning but awaits further direction from Council regarding which services could be reduced or discontinued, as discussed at the May 2025 workshop.

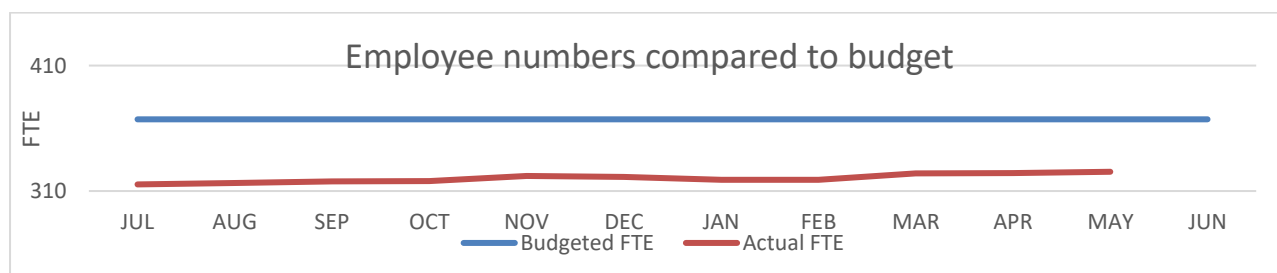
Debtor Analysis

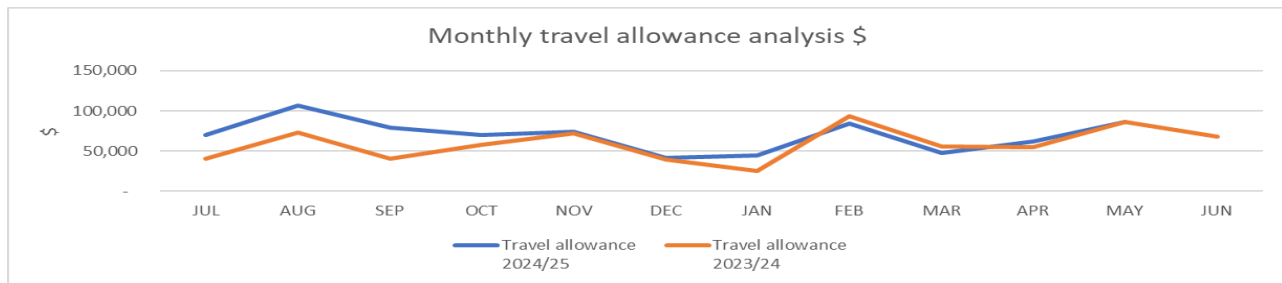
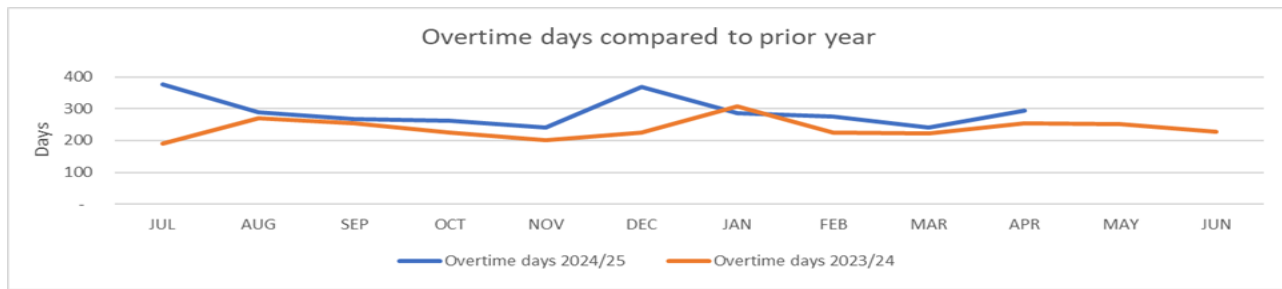
	As at 31 May 2025		As at 30 April 2025		As at 31 March	
	\$	%	\$	%	\$	%
Current	2,605,716	39%	4,747,284	70%	1,347,371	41%
30 to 60 days	2,185,025	33%	335,682	5%	342,008	10%
60 to 90 days	256,877	4%	140,680	2%	204,707	6%
90 days plus	1,568,227	24%	1,530,046	23%	1,432,421	43%
Total aged debtors	6,615,846	100%	6,753,691	100%	3,326,508	100%
Housing debtors (Note 1)	12,556,195		12,554,386		12,613,958	
Total Provision	13,408,950	-	13,365,780	-	13,341,873	-
Net debtors (exc. Unapplied credits)	5,763,091		5,942,297		2,598,593	
Unapplied Credits	218,189	-	572,819	-	149,095	-

Note: Majority unapplied credits relate to grant funding received for which an invoice still needs to be raised.



Payroll Analysis





Grant Analysis:

Refer to the 'Funding Acquisition Report' by Corporate Services.

Consultation and communication:

Senior Executive Team

Department Heads / Managers

Finance Department

COMPLIANCE / CONSIDERATIONS:

Statutory:	<i>Local Government Act 2009</i> <i>Local Government Regulation 2012</i>				
Budgetary:	There are no direct financial implications that arise from this recommendation.				
Policy:	N/A				
Legal:	N/A				
Risk:	Risk Management emerges from Council’s intent to effectively and efficiently manage risks that may have an impact on the achievement of strategic priorities, operational goals and project objectives as defined in the Corporate and Operational Plans.				
	Significant Risks:				
	Risk	Likelihood	Consequence	Treatment	Financial Impact
	Increase in material prices	High	Increased cost to deliver contract and recoverable works	Consider revising service agreements with funding partners to account for	Negative impact to gross margins and ultimately net profits

				material increases	
	Poor weather conditions	Low	Delay in operational and capital works resulting in reduced community service delivery	Consider works schedule	Negative impact to net profits and service delivery
	Lack of available resources	High	Delays and inability to complete contract and recoverable works and capital programs	Consider methods for engaging skilled resources	Negative impact on gross margins and risk of returning grant funds if not able to deliver works
Links to Strategic Plans:	Corporate Plan 2020-25 Sustainability: Outcome 8 – We manage Council affairs responsibly to the benefit of our communities				
Masig Statement:	N/A				
Standing Committee Consultation:	N/A				
Timelines:	At a meeting of the local government once a month.				

Other Comments:


In terms of financial performance and risk, the approach taken sees the Finance Team working with the various business departments to understand and report on financial outcomes while also considering what those outcomes indicate for the future, particularly the requirement to deliver within budget. This forward-looking approach is expected to allow the management team to implement timely rectification actions to emerging trends.

Numerous drivers have affected Council operations during the financial year. Inflationary pressures (rising energy prices, global supply chain disruptions, and labour shortages) are impacting not only Council but the whole of Australia, sending the cost of goods and services higher.

While inflation now appears to be stabilising, it remains to be seen what the cumulative effect will be on Council operations in the next couple of months to year end, and years beyond based on the unpredictability of domestic and global events. Management will continue to progressively adapt, monitor, and plan into the future as the situation and its impact evolves. Continuing uncertainty in the economic climate and changes in market factors make future forecasting challenging.

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Recommended:



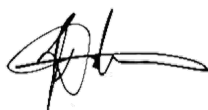
Frank Barbieri
Acting Head of Financial Services

Endorsed



Hollie Faithfull
Executive Director, Financial Services

Approved:



James William
Chief Executive Officer

ATTACHMENTS:

- Appendix A – Key Financial Results by Department
- Appendix B – Capital Works Program

APPENDIX A

KEY FINANCIAL RESULTS BY DEPARTMENT

Executive Services

Key Financial Results	Annual Budget \$	YTD Budget \$	YTD Actual \$	YTD Variance \$	YTD Variance %	Status
Recurrent revenue	0	0	(1,726)	(1,726)	0.0%	●
Other income	0	0	0	0	0.0%	●
Recurrent expenditure (excl. depreciation)	(4,052,425)	(3,778,754)	(3,860,869)	(82,116)	-2.2%	●
Operating surplus (exc. Depreciation)	(4,052,425)	(3,778,754)	(3,862,595)	(83,841)	-2.2%	●
Capital revenue	0	0	0	0	0.0%	●
Capital expenses	0	0	0	0	0.0%	●
Net result (excl. depreciation)	(4,052,425)	(3,778,754)	(3,862,595)	(83,841)	-2.2%	●
Depreciation Expense	0	0	0	0	0.0%	●
Net result	(4,052,425)	(3,778,754)	(3,862,595)	(83,841)	-2.2%	●

Comments:

Overall budget on track

Building Services

Key Financial Results	Annual Budget \$	YTD Budget \$	YTD Actual \$	YTD Variance \$	YTD Variance %	Status
Recurrent revenue	21,520,000	19,847,777	34,546,812	14,699,035	74.1%	●
Other income	0	0	25,850	25,850	0.0%	●
Recurrent expenditure (excl. depreciation)	(19,542,340)	(17,853,677)	(29,388,923)	(11,535,246)	-64.6%	●
Operating surplus (exc. Depreciation)	1,977,660	1,994,100	5,183,740	3,189,639	160.0%	●
Capital revenue	1,972,200	1,807,850	0	(1,807,850)	-100.0%	●
Capital expenses	0	0	0	0	0.0%	●
Net result (excl. depreciation)	3,949,860	3,801,950	5,183,740	1,381,789	36.3%	●
Depreciation Expense	0	0	0	0	0.0%	●
Net result	3,949,860	3,801,950	5,183,740	1,381,789	36.3%	●

Favourable Operating Result:

Recurrent Revenue – The favourable outcome is primarily driven by an increase in priority works, which typically carry higher values, as well as unallocated capital works revenue.

Recurrent Expenditure – The above-budget expenditure reflects higher repair and maintenance (R&M) costs resulting from a high volume of work. It also includes contractor expenses for upgrade works pending capitalisation, and higher ad hoc travel costs associated with jobs than were anticipated.

Favourable Net Result:

Combination of the above .

Corporate Services

Key Financial Results	Annual Budget \$	YTD Budget \$	YTD Actual \$	YTD Variance \$	YTD Variance %	Status
Recurrent revenue	147,768	147,371	326,216	178,845	121.4%	●
Other income	10,000	9,167	6,665	(2,501)	-27.3%	●
Recurrent expenditure (excl. depreciation)	(3,793,560)	(3,478,736)	(2,022,131)	1,456,605	41.9%	●
Operating surplus (exc. Depreciation)	(3,635,792)	(3,322,198)	(1,689,250)	1,632,948	-49.2%	●
Capital revenue	0	0	(140,044)	(140,044)	0.0%	●
Capital expenses	0	0	0	0	0.0%	●
Net result (excl. depreciation)	(3,635,792)	(3,322,198)	(1,829,294)	1,492,905	-44.9%	●
Depreciation Expense	0	0	0	0	0.0%	●
Net result	(3,635,792)	(3,322,198)	(1,829,294)	1,492,905	-44.9%	●

Favourable Operating/Net Result

Recurrent Expenditure - Favourable result impacted by a reduction in employee benefits costs due to vacancies and reduced consultant costs. Partially offset by additional expenses for legal.

Recurrent Revenue: Favourable result due to Government Grants.

Health and Community Services

Key Financial Results	Annual Budget \$	YTD Budget \$	YTD Actual \$	YTD Variance \$	YTD Variance %	Status
Recurrent revenue	14,340,112	13,759,661	12,732,449	(1,027,212)	-7.5%	●
Other income	531,114	487,333	480,228	(7,106)	-1.5%	●
Recurrent expenditure (excl. depreciation)	(20,408,077)	(18,778,287)	(17,751,760)	1,026,527	5.5%	●
Operating surplus (exc. Depreciation)	(5,536,851)	(4,531,293)	(4,539,084)	(7,791)	0.2%	●
Capital revenue	12,907,800	11,873,813	860,016	(11,013,797)	-92.8%	●
Capital expenses	0	0	0	0	0.0%	●
Net result (excl. depreciation)	7,370,949	7,342,520	(3,679,068)	(11,021,588)	-150.1%	●
Depreciation Expense	(31,166,140)	(28,568,961)	(32,007,037)	(3,438,075)	-12.0%	●
Net result	(23,795,191)	(21,226,441)	(35,686,105)	(14,459,664)	-68.1%	●

Comments:

Favourable Operating Result:

Recurrent Revenue - unfavourable primarily due to lower recognition of revenue with delays in delivery of grant funded services, this has been partly offset by higher income for accommodation and hall hire
Recurrent Expenditure - favourable due to the high vacancy rate and expenditure on materials and services. This is impacting delivery of grant funded services.

Unfavourable Net result:

Capital Revenue - unfavourable due to internal capitalisations not processed YTD

Depreciation - unfavourable due to being \$3.4M higher than budgeted YTD

Financial Services

Key Financial Results	Annual Budget \$	YTD Budget \$	YTD Actual \$	YTD Variance \$	YTD Variance %	Status
Recurrent revenue	32,317,447	32,294,412	32,378,640	84,228	0.3%	●
Other income	179,995	165,772	1,158,822	993,051	599.0%	●
Recurrent expenditure (excl. depreciation)	(1,327,917)	(1,158,204)	(447,105)	711,098	61.4%	●
Operating surplus (exc. Depreciation)	31,169,525	31,301,980	33,090,357	1,788,377	5.7%	●
Capital revenue	4,976,058	4,752,637	2,441,762	(2,310,874)	-48.6%	●
Capital expenses	(3,500,000)	(3,208,333)	(1,043,011)	2,165,322	67.5%	●
Net result (excl. depreciation)	32,645,583	32,846,283	34,489,108	1,642,825	5.0%	●
Depreciation Expense	(1,039,700)	(953,058)	(997,134)	(44,076)	-4.6%	●
Net result	31,605,883	31,893,225	33,491,974	1,598,748	5.0%	●

Comments:

Favourable Operating Result

Recurrent / Other Revenue - favourable due to increase in interest revenue and timing of Gain on revaluation of finance leases(non cash transaction)

Favourable Net Result

Capital Revenue - unfavourable due to timing of works.

Capital Expenditure - timing of disposals

Engineering Services

Key Financial Results	Annual Budget \$	YTD Budget \$	YTD Actual \$	YTD Variance \$	YTD Variance %	Status
Recurrent revenue	10,508,770	8,384,958	7,190,365	(1,194,593)	-14.2%	●
Other income	0	0	37,817	37,817	0.0%	●
Recurrent expenditure (excl. depreciation)	(31,041,420)	(28,192,371)	(25,661,825)	2,530,546	9.0%	●
Operating surplus (exc. Depreciation)	(20,532,650)	(19,807,412)	(18,433,643)	1,373,769	6.9%	●
Capital revenue	27,748,241	24,688,886	15,550,069	(9,138,818)	-37.0%	●
Capital expenses	0	0	0	0	0.0%	●
Net result (excl. depreciation)	7,215,591	4,881,474	(2,883,574)	(7,765,048)	-159.1%	●
Depreciation Expense	(25,833,074)	(23,680,318)	(25,786,422)	(2,106,104)	-8.9%	●
Net result	(18,617,483)	(18,798,844)	(28,669,996)	(9,871,152)	-52.5%	●

Comments:

Favourable Operating result:

Recurrent & Other Revenue - impacted by project timing delays to operating projects, and therefore less recurrent grant revenue.

Recurrent expenditure - lower expenditure due to timing delays on grant funded projects and lower salary costs due to some unfilled positions.

Unfavourable Net result:

Is a combination of:

Delays in capital projects that are grant funded.

Depreciation Expense - higher than forecast against the 24/25 budget review.

Fuel and Fleet Services

Key Financial Results	Annual Budget \$	YTD Budget \$	YTD Actual \$	YTD Variance \$	YTD Variance %	Status
Recurrent revenue	1,740,000	1,595,000	1,826,202	231,202	14.5%	●
Other income	25,000	22,917	32,531	9,615	42.0%	●
Recurrent expenditure (excl. depreciation)	(2,565,238)	(2,357,558)	(1,982,476)	375,082	15.9%	●
Operating surplus (exc. Depreciation)	(800,238)	(739,641)	(123,743)	615,898	-83.3%	●
Capital revenue	701,770	604,808	(1,536,939)	(2,141,747)	-354.1%	●
Capital expenses	0	0	22,964	22,964	0.0%	●
Net result (excl. depreciation)	(98,468)	(134,833)	(1,637,718)	(1,502,885)	1114.6%	●
Depreciation Expense	(444,767)	(407,703)	(519,243)	(111,540)	-27.4%	●
Net result	(543,235)	(542,536)	(2,156,962)	(1,614,425)	297.6%	●

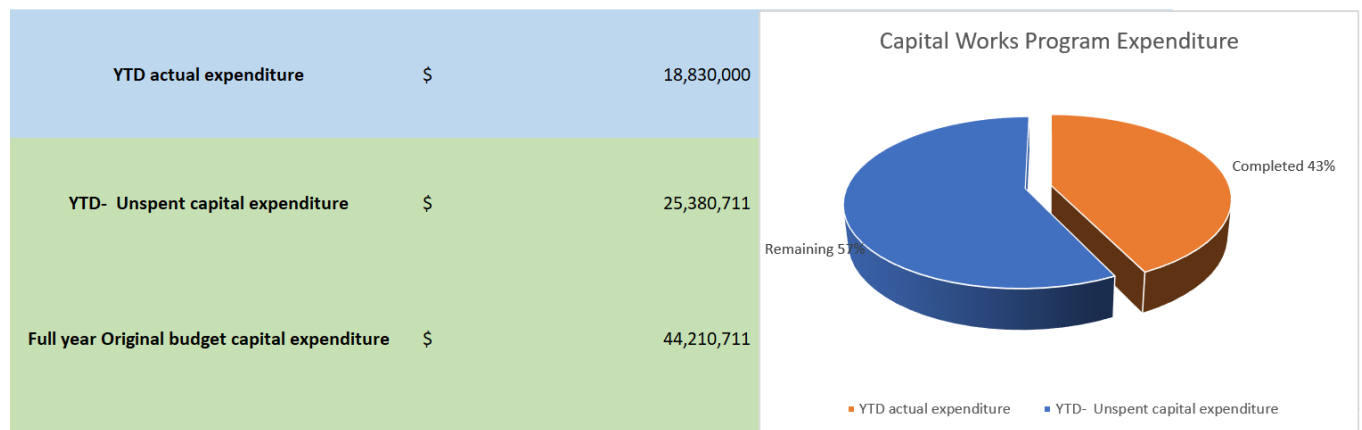
Favourable Operating Result

Recurrent Revenue - Sale of Fuel & Gas is higher than the budget.

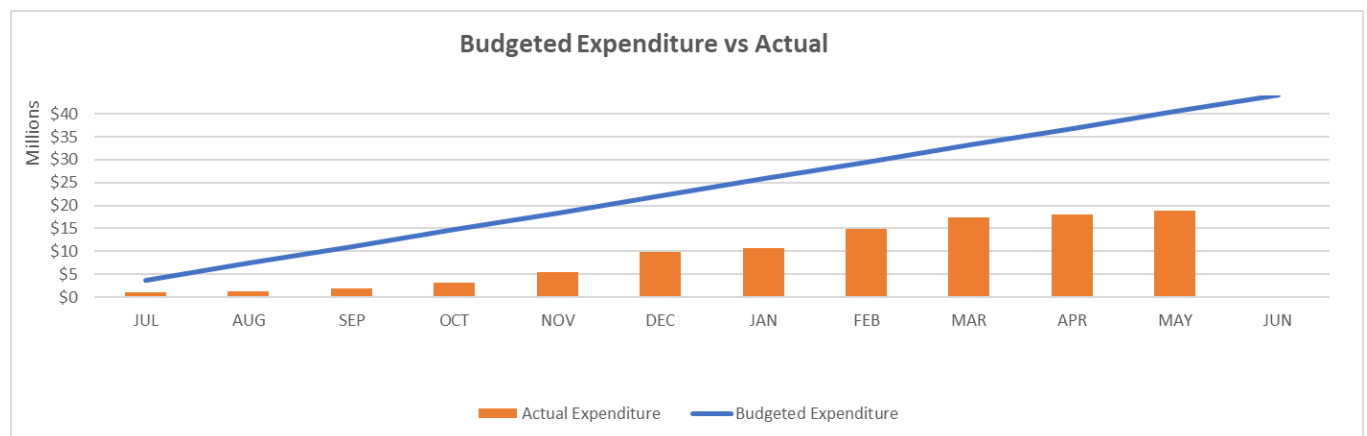
Recurrent expenditure (excl. depreciation) - Motor vehicles higher then budgeted due to ageing fleet.

Appendix B

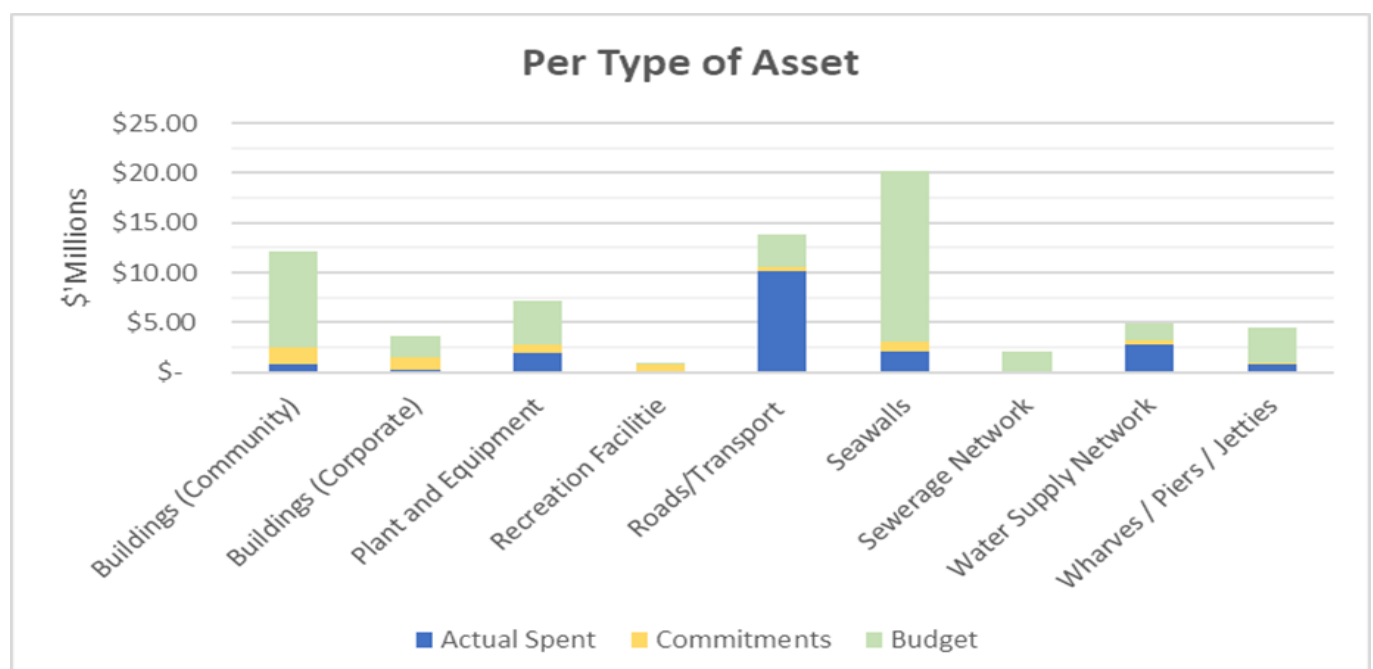
Capital Works Program



Monthly progress– Capital expenditure



Overall program performance – Per Type of Asset





DIRECTORATE: *Financial Services*

AUTHOR: *Acting Head of Financial Services*

POLICY MATTER – REVENUE POLICY

OFFICER RECOMMENDATION:

That Council resolves:

- I. to amend and adopt the Torres Strait Island Regional Council’s Revenue Policy previously adopted by Council, in the terms presented to Council at today’s Ordinary Meeting; and
- II. Delegate authority to the Chief Executive Officer in accordance with the *Local Government Act 2009* to exercise the functions and powers assigned to the Chief Executive Officer under the amended and endorsed policy, including the power to make any further minor administrative amendments to the policy as they arise.

EXECUTIVE SUMMARY:

In accordance with the *Local Government Act 2009*, *Local Government Regulation 2012*, and best practice governance, Council is required to adopt written policies and procedures and have statutory policies under legislation reviewed.

In addition, regular monitoring, and review of these are necessary to reflect legislative changes and ensure continuous improvement of Council governance.

Interested Parties/Consultation:

- Financial Services
- MacDonnell Law

Background:

Under the *Local Government Regulation 2012*, a local government must review its Revenue Policy annually.

The current Revenue Policy was endorsed in June 2024, with a review date of June 2025.

Policy review overview:

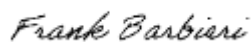
The Revenue Policy has undergone minimal changes, including clarification of existing practices—such as explicitly referencing temporary relief for ratepayers affected by declared natural disasters. This mirrors similar provisions in the revenue policies of other local governments in the region. No changes have been made to the overall intent or application of the policy.

COMPLIANCE / CONSIDERATIONS:

Statutory:	This report and its recommendations are consistent with the following legislative provisions: <i>Local Government Act 2009</i> <i>Local Government Regulation 2012</i>
Budgetary:	NA
Policy:	NA
Legal:	Complies with Legal Requirements
Risk / Risk Mitigation:	As this policy must be updated annually under legislation, there is a risk to Council if the updated policy is not endorsed.
Links to Strategic Plans:	This policy strategically aligns to specific delivery objectives under all three pillars of Council's Corporate Plan, being People, Sustainability and Prosperity.
Masig Statement:	NA
Standing Committee Consultation:	NA
Timelines:	Required to be reviewed annually

CONCLUSION

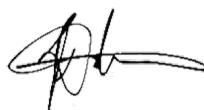
That Council resolves to adopt the listed Revenue Policy and delegates to the Chief Executive Officer for further minor administrative amendments as they arise.

Endorsed


Frank Barbieri
Acting Head of Financial Services

Recommended:


Hollie Faithfull
Executive Director Financial Services

Approved:


James William
Chief Executive Officer

ATTACHMENTS:

Revenue Policy

Revenue Policy

1. PURPOSE

The purpose of this policy is to provide details of the principles applied by Torres Strait Island Regional Council in relation to:

- a) The levying of rates and charges;
- b) Granting concessions for rates and charges;
- c) The purpose of concessions;
- d) Recovering overdue rates and charges;
- e) Cost recovery methods; and
- f) Infrastructure charges for new developments.

2. SCOPE

This policy applies to Council and associated enterprises (if any).

3. LINK TO CORPORATE PLAN

- People *Bisnis* - *Pipol*
- Sustainability *Bisnis* - *Mekem las long*
- Prosperity *Bisnis* – *Pruitpul*

4. POLICY STATEMENT

Making and Levying rates and charges – Section 193(1)(a)(i) of the LGR

In levying rates and charges the following principles will be applied:

- Consider the level of revenue that can be achieved from direct user charges, grants and subsidies, contributions, and other sources;
- Consider the cost of maintaining existing facilities and essential services, and the need for additional facilities and services;
- Clearly define the responsibilities of Council and each ratepayer;
- Timing the levying of any rates and charges to ensure a sustainable cash flow for Council operations and to spread the burden on ratepayers over the financial year;
- Support equity by offering flexible payment arrangements for ratepayers with a lower capacity to pay;
- Ensure transparency in the making of rates and charges;

- Make the system for paying rates and charges simple and inexpensive to administer;
- Promote equity by taking account of the different levels of capacity to pay within the local community;
- Allow flexibility to accommodate changes in the local economy;
- Assess alignment with Council's long-term financial plan and forecasted service-delivery costs;
- Consider National Competition Policy when determining utility charges; and
- Consider levying special and separate rates and charges, where appropriate, to recover the cost associated with a particular service, project, or facility that provides direct or additional benefit to the ratepayers or class of ratepayers.

Granting Concessions for rates and charges – Section 193(1)(a)(ii) of the LGR

In considering the application of concessions, Council will comply with Chapter 4, Part 10 of the LGR and be guided by the following principles:

- Equity, by acknowledging the different levels of capacity to pay;
- Consistency and fairness, by ensuring ratepayers in similar circumstances are treated the same;
- Transparency, by clearly outlining the requirements necessary to receive concessions; and
- Flexibility, to allow Council to respond to unforeseen local economic issues.

The purpose of concessions – Section 193(1)(b) of the LGR

Council will support community objectives through the application of concessions to:

- Reduce the financial burden of rates and charges on pensioners;
- Support the community activities and economic development of not-for-profit organisations
- Provide temporary relief (e.g., interest deferral) for ratepayers affected by declared natural disasters;
- Assist ratepayers experiencing genuine financial hardship; and
- Encourage economic development within all or part of the local government area.

Recovering overdue rates and charges – Section 193(1)(a)(iii) of the LGR

Council will exercise its recovery powers to reduce the overall burden on ratepayers and will be guided by the following principles:

- Transparency, by clearly outlining the obligations of ratepayers and the

processes used by Council in assisting them in meeting their financial obligations;

- Clarity, ensuring the processes used to recover outstanding rates and charges are clear, simple to administer, and cost effective;
- Capacity to pay, considering ratepayers' ability to pay when determining appropriate arrangements for different sectors of the community;
- Equity, ensuring ratepayers in similar circumstances are treated the same;
- Flexibility, to allow Council to respond to local economic issues;
- Cost, Council may charge interest on overdue rates and charges;
- Debt Recovery Policy, which outlines the processes for recovering outstanding rates and charges.

Cost recovery methods – Section 193(1)(a)(iv) of the LGR

Section 97 of the LGA allows Council to set cost-recovery fees. Cost-recovery fees are fixed to cover the full cost of providing the goods or services, including allocated administrative costs. Fees will not be set at more than the actual cost to Council for providing the service or taking the action for which the fee is charged. The user-pays principle is applied in setting fees, except where such application would be inconsistent with Council's expressly stated social, economic, environmental, or other corporate objectives.

This approach is considered the most equitable and effective means of revenue generation, based on the principle that the Region's rating base cannot subsidise the specific users or clients of Council's regulatory products and services.

All cost-recovery fees set by the Council are listed in the Fees and Charges Register which is open for inspection at Council offices or on its website.

Infrastructure charges for a new development – Section 193(1)(c) of the LGR

Council does not currently impose charges for new developments. If charges for developments are imposed, it is expected that developers will contribute significantly to the physical and social infrastructure costs associated with the new development through the payment of infrastructure charges.

5. REPORTING

NIL

6. DEFINITIONS

This policy is established with reference to obligations specified in section 104(5)(c)(iii) of the *Local Government Act 2009 (LGA)* and sections 193(3) and 169(2)(c) of the *Local Government Regulation 2012 (LGR)*.

7. RELATED DOCUMENTS AND REFERENCES

Does the policy relate to any related documents, policies or legislation?

8. REVIEW

When does the policy need to be reviewed?

Policy type:	<input checked="" type="checkbox"/> Council <input type="checkbox"/> Administrative
Directorate:	Financial Services
Responsible Officer:	Executive Director Financial Services
Authorised on:	xx/06/2025
Next review date:	June 2026
Review history:	2012,2013,2014,2015,2016,2017,2018,2019,2020,2021,2022,2023,2024
Version:	

DIRECTORATE: *Financial Services*

AUTHOR: *Acting Head of Financial Services*

POLICY MATTER – 2025/26 FEES AND CHARGES

OFFICER RECOMMENDATION:

Council resolves:

- i. Pursuant to Section 97(1) of the *Local Government Act 2009* (LGA), fix the cost-recovery fees set out in the attached 2025/26 Fees and Charges Schedule; and
 - ii. Fix all other fees and charges set out in the attached 2025/26 Fees and Charges Schedule; and
 - iii. Adopt the 2025/26 Fees and Charges Schedule.
-

EXECUTIVE SUMMARY:

Pursuant to the *Local Government Act 2009*, fees and charges are reviewed and updated each financial year in line with the services provided by Council. In developing these fees, the cost of delivering each service is analysed to determine the applicable charge and any required changes.

Interested Parties/Consultation:

Key personnel from internal functions:

- Departmental Managers
- Executive Team
- Financial Services

Background :

Section 98(1) of the *Local Government Act 2009* requires Council to adopt a register of its cost-recovery fees.

Each year, Council develops a Register of Fees and Charges to be adopted for the new financial year, which includes those cost-recovery fees. In the development of these new fees, consideration is given to factors such as the cost of delivering the service and any regulated requirements associated with the service.

OFFICER COMMENTS:

- Fees and charges are based on an analysis of current operations unless governed by legislative mandates.
- Council's Communications Team will inform stakeholders and the broader community of the adopted 2025/26 fees and charges prior to 30 June 2025.
- The register is delivered via a web-based platform by LG Solutions, improving accessibility and usability for the public. This platform is also used by other councils.
- Each department is responsible for reviewing and recommending fees relevant to its service area. Executives have reviewed and approved their respective fees as included in the attached schedule.

Significant amendments from 2024/25 Fees and Charges.

A review determined that plant costs were previously underestimated. In consultation with the Fuel & Fleet and Engineering departments, adjustments have been made to better reflect market rates and support the recovery of operating expenses.

PLANT HIRE

Loader

Fee	Unit	Year 24/25	Year 25/26	Increase %
		Fee (incl. GST)	Fee (incl. GST)	
Backhoe – Hourly Rate	Hourly	\$181.50	\$330.00	81.82%
Backhoe – Daily Rate	Daily	\$1,455.00	\$1,955.00	34.36%

Truck & Trailer

Fee	Unit	Year 24/25	Year 25/26	Increase %	Increase \$
		Fee (incl. GST)	Fee (incl. GST)		
Tip Truck - Civil Crew hourly rate	Hourly	\$97.50	\$250.00	156.41%	\$152.50
Tip Truck - Civil Crew daily rate	Daily	\$773.00	\$1,650.00	113.45%	\$877.00
Trailer - Daily rate	Daily	\$58.50	\$165.00	182.05%	\$106.50

Operator

Fee	Unit	Year 24/25	Year 25/26	Increase %	Increase \$
		Fee (incl. GST)	Fee (incl. GST)		
Hourly Rate (3 hours minimum)	Hourly	\$88.00	\$198.00	125.00%	\$110.00

Maritime fees are reviewed and adjusted annually to align with Ports North's Schedule of Charges for the Port of Thursday Island.

MARITIME FEES

Harbour Dues

Harbour Dues at the following rates are payable in respect of all goods discharged at or shipped from or transhipped.



All Cargo

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$
All cargo except petroleum based products sand, gravel, demountable buildings, motor vehicles and machinery (per tonne or cubic metre whichever is the greater)	Tonne	\$37.63	\$39.66	5.39%	\$2.02
All cargo except petroleum based products sand, gravel, demountable buildings, motor vehicles and machinery (per tonne or cubic metre whichever is the greater)	M3	\$37.63	\$39.66	5.39%	\$2.02
Petroleum based products (per tonne or cubic metre whichever is the greater)	Tonne	\$37.63	\$39.66	5.39%	\$2.02
Petroleum based products (per tonne or cubic metre whichever is the greater)	M3	\$37.63	\$39.66	5.39%	\$2.02
Sand and Gravel (not in bulk a bag)	Tonne	\$9.64	\$10.15	5.29%	\$0.52
Demountable Building	M3	\$18.89	\$19.90	5.35%	\$1.01
Trucks Plant and Machinery (\$/tonne)	Tonne	\$37.63	\$39.66	5.39%	\$2.02
Passenger Car/Motor Bike/Boat/Trailer (\$/item)	Each	\$56.53	\$59.58	5.40%	\$3.05
Utility/Van/Bus (\$/item)	Each	\$77.74	\$81.93	5.39%	\$4.19
Fuel/Bulk Fuel	Litre				\$0.0596
					Last year fee \$0.0571

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$
Vessels less than 50 tonnes	Daily	\$48.31	\$50.92	5.40%	\$2.61
Vessels 51 – 100 tonnes	Daily	\$81.65	\$86.05	5.39%	\$4.40
Vessels 101 – 1,500 tonnes	Daily	\$517.22	\$545.15	5.40%	\$27.93
Vessels greater than 1,500 tonnes	Daily	\$632.29	\$666.42	5.40%	\$34.13
Vessel laid up at wharf or facility	Daily	\$628.68	\$662.63	5.40%	\$33.95
Passenger services – Daily	Daily	\$43.57	\$45.90	5.35%	\$2.33
Passenger services – Annually	Annual	\$11,325.14	\$11,936.71	5.40%	\$611.57
Other Commercial – Daily	Daily	\$115.45	\$121.69	5.40%	\$6.25
Other Commercial Activity – Weekly	Weekly	\$576.74	\$607.90	5.40%	\$31.16
Other Commercial Activity – Annually	Annual	\$30,018.29	\$31,639.30	5.40%	\$1,621.02

Discontinued Fees & Charges

This fee has been removed as the facility has been deemed unsafe for use.

<input type="checkbox"/>	24/25 Status	25/26 Status	Fee Name	2024/2025 Fee (incl. GST)	2025/2026 Fee (incl. GST)	% Increase (incl. GST)	\$ Increase (incl. GST)
<input type="checkbox"/>			COMMERCIAL FEES Council Room / Facility Hire				
<input type="checkbox"/>			Stall Hire (Erub sporting facility).	\$92.50	\$95.50	3.24 %	\$3.00

New Fees

A new fee category has been introduced for animal registration; however, the current charge has been set at zero.

Animal Registration

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$
Annual Registration - Desexed Dog	Dog	\$0.00	\$0.00	0.00%	
Annual Registration - Intact Dog	Dog	\$0.00	\$0.00	0.00%	
Animal Registration - Desexed Cat	Cat	\$0.00	\$0.00	0.00%	
Animal Registration - Intact Cat	Cat	\$0.00	\$0.00	0.00%	
Animal Registration - Horse	Horse	\$0.00	\$0.00	0.00%	
Animal Registration - Intact Stallion	Horse	\$0.00	\$0.00	0.00%	

COMPLIANCE / CONSIDERATIONS:

Statutory:	This report and its recommendations are consistent with the following legislative provisions: <ul style="list-style-type: none"> • <i>Local Government Act 2009</i> • <i>Local Government Regulation 2012</i>
Budgetary:	N/A
Policy:	N/A
Legal:	N/A
Risk / Risk Mitigation:	N/A
Links to Strategic Plans:	This objective strategically aligns with objectives under People and Sustainability.
Masig Statement:	N/A
Standing Committee Consultation:	N/A
Timelines:	Required annually

CONCLUSION

The 2025/26 Register of Fees and Charges has been prepared in accordance with legislative requirements and is recommended for adoption, effective from 1 July 2025.

Endorsed

Frank Barbieri

Frank Barbieri
Acting Head of Financial Services

Recommended

Hollie Faithfull

Hollie Faithfull
Executive Director Financial Services

Approved

James William

James William
Chief Executive Officer

ATTACHMENTS:

1. 2025/26 Register of Fees and Charges



Fees and Charges 2025/26

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Whole Accommodation Unit – incurs GST 50

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COMMERCIAL FEES

Fuel

Council now subsidises fuel and gas costs.

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
ULP	Litre	\$3.70	\$3.70	0.00%	\$0.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Diesel	Litre	\$3.70	\$3.70	0.00%	\$0.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Outboard Oil	Litre	\$14.55	\$14.55	0.00%	\$0.01	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
ULP (from Drum)	Litre	\$3.70	\$3.70	0.00%	\$0.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Diesel (from Drum)	Litre	\$3.70	\$3.70	0.00%	\$0.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Gas

Swap & Go

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Swap & Go 9kg Bottle	Each			Cost plus 15% admin		Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Swap & Go 45kg Bottle	Each			Cost plus 15% admin		Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Full Bottle Price (no empty return)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
9kg Bottle	Each			Cost plus 15% Admin		Y	Local Government Act 2009 LGA 2009 s262(3)(c)
45kg Bottle	Each			Cost plus 15% admin		Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Powercards

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Powercard	Each			Value of credit placed on card		Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Pest Treatments

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Pest treatment of a standard dwelling house	Each	\$465.00	\$480.00	3.23%	\$15.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Termite treatment of a standard dwelling house	Each			Price on application		Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Commercial properties pest and termite treatments	Each			Price on application		Y	Local Government Act 2009 LGA 2009 s262(3)(c)

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Council Room / Facility Hire

Additional:

- Half Day Rate (up to 4 hours) charged at 50% of Daily Rate
- If available, tables are included in room hire rate.
- Catering is not included in room hire rates.
- Discounts on standard rates may be available to eligible community organisations upon submission and approval of a community grant.
- Cleaning will be charged extra if the premises not left as found.

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Commercial Hire of Grafton Street Committee Room	Day	\$721.00	\$745.00	3.33%	\$24.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Commercial Hire of Thursday Island Conference Room	Day	\$352.00	\$364.00	3.41%	\$12.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Commercial Hire of Community Building	Day	\$352.00	\$364.00	3.41%	\$12.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Commercial Hire of Community Building – partial use only	Square Metre - Per Day	\$13.00	\$13.60	4.62%	\$0.60	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Commercial Hire of Community Building – Local First Nations Community Members only	Day	\$175.50	\$181.50	3.42%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Commercial Hire of Sports Stadium	Day	\$352.00	\$364.00	3.41%	\$12.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Postage Services

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Sale of Stamps, Parcel Packs, Express Post Packs	Each			Priced at Face Value		Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Leasing / Trust Land

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Community / Residential	Square Metre Per Annum	\$4.60	\$4.60	0.00%	\$0.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Commercial / Government	Square Metre Per Annum	\$14.00	\$14.60	4.29%	\$0.60	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Legal Charges

Leasing

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Care and Consideration	Lease	\$3,230.00	\$3,335.00	3.25%	\$105.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Licensing

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Care and Consideration	License	\$465.00	\$480.00	3.23%	\$15.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Legal Services (other than Leasing and Licensing)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Care and Consideration	Hourly	\$177.00	\$183.00	3.39%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Signing/Endorsement Services

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Instrument (eg Survey, Lease)	Instrument	\$294.00	\$304.00	3.40%	\$10.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Advisory Committee Services

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Meeting	Meeting	\$3,230.00	\$3,335.00	3.25%	\$105.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Bin Treatment

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Bin Treatment	Each	\$101.50	\$105.00	3.45%	\$3.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

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CHILDCARE

All centres and listed services are CCS eligible.

Badu

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Childcare – Daily Rate per Child	Daily	\$37.50	\$39.00	4.00%	\$1.50	N	Local Government Act 2009 LGA 2009 s262(3)(c)
Childcare – Weekly Rate per Child	Weekly	\$184.50	\$190.50	3.25%	\$6.00	N	Local Government Act 2009 LGA 2009 s262(3)(c)

Hammond

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
After School Care – Daily Rate per Child	Daily	\$7.10	\$7.40	4.23%	\$0.30	N	Local Government Act 2009 LGA 2009 s262(3)(c)
After School Care – Weekly Rate per Child	Weekly	\$35.50	\$37.00	4.23%	\$1.50	N	Local Government Act 2009 LGA 2009 s262(3)(c)
Vacation Care – Daily Rate per Child	Daily	\$14.20	\$14.80	4.23%	\$0.60	N	Local Government Act 2009 LGA 2009 s262(3)(c)
Vacation Care – Weekly Rate per Child	Weekly	\$69.50	\$72.00	3.60%	\$2.50	N	Local Government Act 2009 LGA 2009 s262(3)(c)

PLANT HIRE

- Hirer must provide credit card details prior to hire, or otherwise provide a bond of \$2,000 to cover for damage of vehicles/equipment.
- Wet Hire only (dry hire not available), customer pays for fuel + GST and is subject to TSIRC insurance, hire terms and conditions at time of hire.
- Minimum 3 hours hire: including 1 hour for mobilisation to and from site, plus time on site.

Utility

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Dual Cab – Hourly Rate	Hourly	\$26.50	\$27.50	3.77%	\$1.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Dual Cab – Daily Rate	Daily	\$152.50	\$157.50	3.28%	\$5.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Loader

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Backhoe – Hourly Rate	Hourly	\$181.50	\$330.00	81.82%	\$148.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Backhoe – Daily Rate	Daily	\$1,455.00	\$1,955.00	34.36%	\$500.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Bus

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Old Childcare Bus (Badu Only) – External Hire	Daily	\$178.00	\$184.00	3.37%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Old Childcare Bus (Badu Only) – Local First Nations Community Hire	Daily	\$114.50	\$118.50	3.49%	\$4.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Warraber Bus - External Hire	Daily	\$178.00	\$184.00	3.37%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Warraber Bus - Local First Nations Community Hire	Daily	\$114.50	\$118.50	3.49%	\$4.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Truck & Trailer

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Tip Truck - Civil Crew hourly rate	Hourly	\$97.50	\$250.00	156.41%	\$152.50	N	Local Government Act 2009 LGA 2009 s262(3)(c)
Tip Truck - Civil Crew daily rate	Daily	\$773.00	\$1,650.00	113.45%	\$877.00	N	Local Government Act 2009 LGA 2009 s262(3)(c)
Trailer - Daily rate	Daily	\$58.50	\$165.00	182.05%	\$106.50	N	Local Government Act 2009 LGA 2009 s262(3)(c)

Operator

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Hourly Rate (3 hours minimum)	Hourly	\$88.00	\$198.00	125.00%	\$110.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

ADMINISTRATIVE SERVICES

Photocopying & Printing

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Scanning – any size	Per Page	\$0.30	\$0.35	16.67%	\$0.05	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Laminating	Per Page	\$1.45	\$1.50	3.45%	\$0.05	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
A4 – Black & White	Per Page	\$0.40	\$0.45	12.50%	\$0.05	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
A4 – Colour	Per Page	\$0.55	\$0.60	9.09%	\$0.05	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
A3 – Black and White	Per Page	\$0.55	\$0.60	9.09%	\$0.05	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
A3 – Colour	Per Page	\$1.05	\$1.10	4.76%	\$0.05	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

COMMERCIAL LICENCE FEES

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Office Space Use	Square Metre Per Annum	\$1,155.00	\$1,195.00	3.46%	\$40.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
General Storage Use	Square Metre Per Annum	\$452.00	\$467.00	3.32%	\$15.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Carports, awnings and airport IBC storage	Square Metre Per Annum	\$32.50	\$34.00	4.62%	\$1.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Communication Services	Facility/Month	\$728.00	\$752.00	3.30%	\$24.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

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REGULATORY FEES

Environmentally Relevant Activity

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Application Fee	Permit				Price on Application	N	Environmental Protection Regulation 2019 EPR 2019
Annual Fee	Permit				Price on Application	N	Environmental Protection Regulation 2019 EPR 2019

Animal Registration

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Annual Registration - Desexed Dog	Dog	\$0.00	\$0.00	0.00%		N	Animal Management (Cats & Dogs) Act 2008 s44 & s46 AM (CD) A 2008 s44 & s46
Annual Registration - Intact Dog	Dog	\$0.00	\$0.00	0.00%		N	Animal Management (Cats & Dogs) Act 2008 s44 & s46 AM (CD) A 2008 s44 & s46
Animal Registration - Desexed Cat	Cat	\$0.00	\$0.00	0.00%		N	Animal Management (Cats & Dogs) Act 2008 s44 & s46 AM (CD) A 2008 s44 & s46
Animal Registration - Intact Cat	Cat	\$0.00	\$0.00	0.00%		N	Animal Management (Cats & Dogs) Act 2008 s44 & s46 AM (CD) A 2008 s44 & s46
Animal Registration - Horse	Horse	\$0.00	\$0.00	0.00%		N	Animal Management (Cats & Dogs) Act 2008 s44 & s46 AM (CD) A 2008 s44 & s46
Animal Registration - Intact Stallion	Horse	\$0.00	\$0.00	0.00%		N	Animal Management (Cats & Dogs) Act 2008 s44 & s46 AM (CD) A 2008 s44 & s46

Development Applications

Development Assessment – Material Change of Use

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Minor Scale Development – Code Assessable – No referrals	Application	\$2,205.00	\$2,280.00	3.40%	\$75.00	N	Planning Act 2016 PA 2016
Medium Scale Development - Code Assessable - with referrals to State Agency	Application	\$6,590.00	\$6,805.00	3.26%	\$215.00	N	Planning Act 2016 PA 2016
Large Scale Development - Code Assessable	Application	\$6,590.00	\$6,805.00	3.26%	\$215.00	N	Planning Act 2016 PA 2016
Development - Impact Assessable	Application				Price on Application	N	Planning Act 2016 PA 2016

Development Assessment – Reconfiguration of a Lot (Preliminary Approval and Development Permits)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Reconfiguration - Minor Scale Development - Code Assessable - up to 2 lots - with NO referrals and NO public notification AND compliant with applicable Acceptable Outcomes	Application	\$2,205.00	\$2,280.00	3.40%	\$75.00	N	Planning Act 2016 PA 2016
Reconfiguration - Medium Scale Development - Code Assessable - between 3-10 lots - with NO referrals AND compliant with applicable Acceptable Outcomes	Application	\$4,395.00	\$4,540.00	3.30%	\$145.00	N	Planning Act 2016 PA 2016
Reconfiguration - Large Scale Development - as determined by the CEO or Manager	Application				Price on Application	N	Planning Act 2016 PA 2016

Development Assessment – Operational Works

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Operational Works associated with reconfiguration of a Lot	Application				Price on Application	N	Planning Act 2016 PA 2016
Operational Works – other works	Application				Price on Application	N	Planning Act 2016 PA 2016

Antenna Masts

These fees are applicable as "one off" charges.

Antenna Masts [continued]

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Height up to 1 metre	Application	\$2,050.00	\$2,120.00	3.41%	\$70.00	N	Local Government Act 2009 LGA 2009 s262(3)(c)
Height from 1 metre up to 3 metres	Application	\$6,815.00	\$7,035.00	3.23%	\$220.00	N	Local Government Act 2009 LGA 2009 s262(3)(c)
Height greater than 3 metres (permit also required under LL1)	Application	\$6,815.00	\$7,035.00	3.23%	\$220.00	N	Local Government Act 2009 LGA 2009 s262(3)(c)

Food Business License

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Annual Food Licence	Annual	\$418.00	\$432.00	3.35%	\$14.00	N	Local Government Act 2009 LGA 2009 s262(3)(c)

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PORT FEES

Airport Landing Fees

Charges apply to airport usages and are expressed as \$/tonne. The normal charge is determined by multiplying the certified maximum take-off weight of an aircraft by the charge rate.

Avdata Australia engaged to collect charges on behalf of Council.

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
All Airports & Aircraft Types	Tonne	\$11.00	\$11.50	4.55%	\$0.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Subsidised Helicopter Passenger Service

Private or personal travel only for residents in communities of Ugar and Dauan.

Note: Conditions apply – please contact your local Council office for more information.

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Ugar and Dauan Communities to/from Horn Island	One Way Travel				Price on application	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

LOCAL LAWS

Prescribed Activity Permit

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Alteration or improvement to local government controlled areas and roads	Application	\$336.00	\$347.00	3.27%	\$11.00	N	Local Law 1 LL1
Commercial use of local government controlled areas and roads (general and moorings & landings applications)	Application	\$169.00	\$174.50	3.25%	\$5.50	N	Local Law 1 LL1
Establishment or occupation of a temporary home	Application	\$169.00	\$174.50	3.25%	\$5.50	N	Local Law 1 LL1
Installation of advertising devices	Application	\$169.00	\$174.50	3.25%	\$5.50	N	Local Law 1 LL1
Keeping of animals where permit is required	Application	\$169.00	\$174.50	3.25%	\$5.50	N	Local Law 1 LL1
Operation of camping grounds	Application	\$336.00	\$347.00	3.27%	\$11.00	N	Local Law 1 LL1
Operation of caravan parks	Application	\$336.00	\$347.00	3.27%	\$11.00	N	Local Law 1 LL1
Operation of cemeteries	Application	\$336.00	\$347.00	3.27%	\$11.00	N	Local Law 1 LL1
Operation of public swimming pools	Application	\$336.00	\$347.00	3.27%	\$11.00	N	Local Law 1 LL1
Operation of shared facility accommodation	Application	\$336.00	\$347.00	3.27%	\$11.00	N	Local Law 1 LL1
Operation of temporary entertainment	Application	\$169.00	\$174.50	3.25%	\$5.50	N	Local Law 1 LL1
Disturbance of human remains buried outside a cemetery	Application	\$0.00	\$0.00	0.00%		N	Local Law 1 LL1
Burial or disposal of human remains outside a cemetery	Application	\$0.00	\$0.00	0.00%		N	Local Law 1 LL1
Disturbance of human remains in a local government cemetery	Application	\$0.00	\$0.00	0.00%		N	Local Law 1 LL1
Driving or leading of animals to cross a road	Application	\$84.00	\$87.00	3.57%	\$3.00	N	Local Law 1 LL1
Depositing of goods or materials on a local government controlled area or road	Application			Price on application		N	Local Law 1 LL1
Holding of a public place activity	Application			Price on application		N	Local Law 1 LL1
Bringing or driving motor vehicles onto a park or reserve	Application			Price on application		N	Local Law 1 LL1
Bringing or driving prohibited vehicles onto motor vehicle access areas	Application			Price on application		N	Local Law 1 LL1
Carrying out works on a road or interfering with a road or its operation	Application	\$336.00	\$347.00	3.27%	\$11.00	N	Local Law 1 LL1
Entry to trust areas	Application	\$0.00	\$0.00	0.00%		N	Local Law 1 LL1
Undertaking scientific research on a Trust area	Application	\$0.00	\$0.00	0.00%		N	Local Law 1 LL1
Camping within a camping site in a Trust area	Application	\$0.00	\$0.00	0.00%		N	Local Law 1 LL1

MARITIME FEES

Harbour Dues

Harbour Dues at the following rates are payable in respect of all goods discharged at or shipped from or transhipped.

All Cargo

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
All cargo except petroleum based products sand, gravel, demountable buildings, motor vehicles and machinery (per tonne or cubic metre whichever is the greater)	Tonne	\$37.63	\$39.66	5.39%	\$2.02	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
All cargo except petroleum based products sand, gravel, demountable buildings, motor vehicles and machinery (per tonne or cubic metre whichever is the greater)	M3	\$37.63	\$39.66	5.39%	\$2.02	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Petroleum based products (per tonne or cubic metre whichever is the greater)	Tonne	\$37.63	\$39.66	5.39%	\$2.02	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Petroleum based products (per tonne or cubic metre whichever is the greater)	M3	\$37.63	\$39.66	5.39%	\$2.02	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Sand and Gravel (not in bulk a bag)	Tonne	\$9.64	\$10.15	5.29%	\$0.52	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Demountable Building	M3	\$18.89	\$19.90	5.35%	\$1.01	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Trucks Plant and Machinery (\$/tonne)	Tonne	\$37.63	\$39.66	5.39%	\$2.02	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Passenger Car/Motor Bike/Boat/Trailer (\$/item)	Each	\$56.53	\$59.58	5.40%	\$3.05	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Utility/Van/Bus (\$/item)	Each	\$77.74	\$81.93	5.39%	\$4.19	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Fuel/Bulk Fuel	Litre				\$0.0596	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
					Last year fee \$0.0571		

Tonnage Dues

Payable in respect of vessels for each period of 24 hours or part thereof that a ship occupies a wharf or barge ramp under the control of the Torres Strait Island Regional Council.

Should a ship use more than one such wharf or facility within a 24 hour period a separate charge for each wharf or facility will apply.

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Vessels less than 50 tonnes	Daily	\$48.31	\$50.92	5.40%	\$2.61	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Vessels 51 – 100 tonnes	Daily	\$81.65	\$86.05	5.39%	\$4.40	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Vessels 101 – 1,500 tonnes	Daily	\$517.22	\$545.15	5.40%	\$27.93	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Vessels greater than 1,500 tonnes	Daily	\$632.29	\$666.42	5.40%	\$34.13	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Vessel laid up at wharf or facility	Daily	\$628.68	\$662.63	5.40%	\$33.95	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Passenger services – Daily	Daily	\$43.57	\$45.90	5.35%	\$2.33	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Passenger services – Annually	Annual	\$11,325.14	\$11,936.71	5.40%	\$611.57	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Other Commercial – Daily	Daily	\$115.45	\$121.69	5.40%	\$6.25	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Other Commercial Activity – Weekly	Weekly	\$576.74	\$607.90	5.40%	\$31.16	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Other Commercial Activity – Annually	Annual	\$30,018.29	\$31,639.30	5.40%	\$1,621.02	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Miscellaneous

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Wharf and facility lighting – if available – for working ship	Nightly	\$132.70	\$139.87	5.40%	\$7.16	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Water – minimum charge \$35	Kilolitre	\$11.19	\$11.78	5.27%	\$0.59	N	Local Government Act 2009 LGA 2009 s262(3)(c)

Miscellaneous [continued]

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Surcharge for water sales on Sunday and Statutory Holidays	Kilolitre	\$5.42	\$5.71	5.35%	\$0.29	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

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RECORDS

Right to Information

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
RTI Applications: Non-personal Application	Application	\$55.75	\$55.75	0.00%	\$0.00	N	Right to Information Act 2009 RTI 2009
Information Privacy Applications	Application	\$0.00	\$0.00	0.00%		N	Information Privacy Act 2009 IP 2009
RTI & IP Access Charges				Price on Application		N	

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WASTE & WASTEWATER CHARGES

Waste Management

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Construction waste disposal prohibited unless prior approval is granted by CEO or delegate	M3			Price on application		N	Local Government Act 2009 LGA 2009 s262(3)(c)
Commercial waste	M3			Price on application		N	Local Government Act 2009 LGA 2009 s262(3)(c)
Domestic waste including green waste	M3	\$12.22	\$12.61	3.19%	\$0.39	N	Local Government Act 2009 LGA 2009 s262(3)(c)

Sewage Pump Outs

Applicable where Council service is available.

Pump out fee for septic tanks (fee for each attendance)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Residential Property	per pump out	\$518.14	\$534.72	3.20%	\$16.58	N	Local Government Act 2009 LGA 2009 s262(3)(c)
Commercial Property	per pump out	\$647.13	\$667.84	3.20%	\$20.71	N	Local Government Act 2009 LGA 2009 s262(3)(c)

Sewage Disposal

Applicable where Council service is available.

Liquid waste dumping fee – for disposal of waste into Council's sewage trenches and/or Council's treatment plants.

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Residential Property	per pump out	\$72.55	\$74.87	3.20%	\$2.32	N	Local Government Act 2009 LGA 2009 s262(3)(c)
Commercial Property	per pump out	\$145.12	\$149.76	3.20%	\$4.64	N	Local Government Act 2009 LGA 2009 s262(3)(c)

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SUNDRY CHARGES

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Sundry Private Works – Engineering	Each			Price on application		Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Sundry Equipment Hire	Each			Price on application		Y	Local Government Act 2009 LGA 2009 s262(3)(c)

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ACCOMMODATION

Accommodation is charged at a flat room/bed rate for singles or double based on bedding configuration. Payments must be made in advance, and "no-shows" will be charged at full rate.

Local First Nations community are people of Torres Strait Islander or Aboriginal descent, who identify as such, are accepted by the community as such, and who reside in the TSIRC Local Government Area. Discounted rates for Local First Nations community are for individuals visiting for personal, non-commercial reasons only.

Self-Contained Accommodation

Boigu – Motel (Lot 114)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$242.50	\$250.50	3.30%	\$8.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate – Double	Daily	\$435.00	\$449.00	3.22%	\$14.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Half day rate (50% of room rate)	Half Day	\$121.50	\$125.50	3.29%	\$4.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$121.50	\$125.50	3.29%	\$4.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$217.50	\$224.50	3.22%	\$7.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,395.00	\$1,440.00	3.23%	\$45.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$2,675.00	\$2,765.00	3.36%	\$90.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$697.00	\$720.00	3.30%	\$23.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$1,340.00	\$1,385.00	3.36%	\$45.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Iama – Council Office Flat (Lot 20)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$231.00	\$238.50	3.25%	\$7.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Iama – Council Office Flat (Lot 20) [continued]

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Double	Daily	\$415.00	\$429.00	3.37%	\$14.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Half day rate (50% of room rate)	Half Day	\$115.50	\$119.50	3.46%	\$4.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$115.50	\$119.50	3.46%	\$4.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$207.50	\$214.50	3.37%	\$7.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,330.00	\$1,375.00	3.38%	\$45.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$2,550.00	\$2,635.00	3.33%	\$85.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$665.00	\$687.00	3.31%	\$22.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$1,275.00	\$1,320.00	3.53%	\$45.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Kubin – Motel (Lot 41)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$231.00	\$238.50	3.25%	\$7.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate – Double	Daily	\$415.00	\$429.00	3.37%	\$14.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Half day rate (50% of room rate)	Half Day	\$115.50	\$119.50	3.46%	\$4.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$115.50	\$119.50	3.46%	\$4.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$207.50	\$214.50	3.37%	\$7.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,330.00	\$1,375.00	3.38%	\$45.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$2,550.00	\$2,635.00	3.33%	\$85.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Kubin – Motel (Lot 41) [continued]

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$665.00	\$687.00	3.31%	\$22.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$1,275.00	\$1,320.00	3.53%	\$45.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Mabuiag – Motel (Lot 16)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$242.50	\$250.50	3.30%	\$8.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate – Double	Daily	\$435.00	\$449.00	3.22%	\$14.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Half day rate (50% of room rate)	Half Day	\$121.50	\$125.50	3.29%	\$4.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$121.50	\$125.50	3.29%	\$4.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$217.50	\$224.50	3.22%	\$7.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,395.00	\$1,440.00	3.23%	\$45.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$2,675.00	\$2,765.00	3.36%	\$90.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$697.00	\$720.00	3.30%	\$23.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$1,340.00	\$1,385.00	3.36%	\$45.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Warraber – Resort (Lot 201)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$242.50	\$250.50	3.30%	\$8.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Warraber – Resort (Lot 201) [continued]

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Double	Daily	\$435.00	\$449.00	3.22%	\$14.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily Rate - Triple	Daily	\$495.00	\$511.00	3.23%	\$16.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Half day rate (50% of room rate)	Half Day	\$121.50	\$125.50	3.29%	\$4.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$121.50	\$125.50	3.29%	\$4.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$217.50	\$224.50	3.22%	\$7.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Triple	Daily	\$248.00	\$256.00	3.23%	\$8.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,395.00	\$1,440.00	3.23%	\$45.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$2,675.00	\$2,765.00	3.36%	\$90.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Triple	Weekly	\$3,020.00	\$3,120.00	3.31%	\$100.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$697.00	\$720.00	3.30%	\$23.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$1,340.00	\$1,385.00	3.36%	\$45.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Triple	Weekly	\$1,510.00	\$1,560.00	3.31%	\$50.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Shared Facilities Accommodation

Boigu – Highset Yellow House (Lot 113)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$184.50	\$190.50	3.25%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate – Double	Daily	\$332.00	\$343.00	3.31%	\$11.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Boigu – Highset Yellow House (Lot 113) [continued]

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Half day rate (50% of room rate)	Half Day	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$166.00	\$171.50	3.31%	\$5.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,010.00	\$1,045.00	3.47%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$1,970.00	\$2,035.00	3.30%	\$65.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$504.00	\$521.00	3.37%	\$17.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$984.00	\$1,020.00	3.66%	\$36.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Boigu – Lowset Contractor Camp (Lot 116)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$184.50	\$190.50	3.25%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate – Double	Daily	\$332.00	\$343.00	3.31%	\$11.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Half day rate (50% of room rate)	Half Day	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$166.00	\$171.50	3.31%	\$5.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,010.00	\$1,045.00	3.47%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$1,970.00	\$2,035.00	3.30%	\$65.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$504.00	\$521.00	3.37%	\$17.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Boigu – Lowset Contractor Camp (Lot 116) [continued]

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$984.00	\$1,020.00	3.66%	\$36.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Boigu – Lowset Donga (Lot 117)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$184.50	\$190.50	3.25%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate – Double	Daily	\$332.00	\$343.00	3.31%	\$11.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Half day rate (50% of room rate)	Half Day	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$166.00	\$171.50	3.31%	\$5.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,010.00	\$1,045.00	3.47%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$1,970.00	\$2,035.00	3.30%	\$65.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$504.00	\$521.00	3.37%	\$17.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$984.00	\$1,020.00	3.66%	\$36.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Boigu – Lowset House (Lot 95)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$184.50	\$190.50	3.25%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate – Double	Daily	\$332.00	\$343.00	3.31%	\$11.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Boigu – Lowset House (Lot 95) [continued]

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Half day rate (50% of room rate)	Half Day	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$166.00	\$171.50	3.31%	\$5.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,010.00	\$1,045.00	3.47%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$1,970.00	\$2,035.00	3.30%	\$65.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$504.00	\$521.00	3.37%	\$17.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$984.00	\$1,020.00	3.66%	\$36.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Dauan – Guesthouse (Lot 50A)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$184.50	\$190.50	3.25%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate – Double	Daily	\$332.00	\$343.00	3.31%	\$11.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Half day rate (50% of room rate)	Half Day	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$166.00	\$171.50	3.31%	\$5.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,010.00	\$1,045.00	3.47%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$1,970.00	\$2,035.00	3.30%	\$65.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$504.00	\$521.00	3.37%	\$17.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Dauan – Guesthouse (Lot 50A) [continued]

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$984.00	\$1,020.00	3.66%	\$36.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Erub – Guesthouse (Five Star/Ocean View Lot 161)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$184.50	\$190.50	3.25%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate – Double	Daily	\$332.00	\$343.00	3.31%	\$11.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Half day rate (50% of room rate)	Half Day	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$166.00	\$171.50	3.31%	\$5.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,010.00	\$1,045.00	3.47%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$1,970.00	\$2,035.00	3.30%	\$65.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$504.00	\$521.00	3.37%	\$17.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$984.00	\$1,020.00	3.66%	\$36.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Erub – Sunrise Lodge (Windsock Dongas) (Lot 38)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$184.50	\$190.50	3.25%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate – Double	Daily	\$332.00	\$343.00	3.31%	\$11.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Erub – Sunrise Lodge (Windsock Dongas) (Lot 38) [continued]

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Half day rate (50% of room rate)	Half Day	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$166.00	\$171.50	3.31%	\$5.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,010.00	\$1,045.00	3.47%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$1,970.00	\$2,035.00	3.30%	\$65.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$504.00	\$521.00	3.37%	\$17.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$984.00	\$1,020.00	3.66%	\$36.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Erub - Trades Cottage (Lot 22)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$184.50	\$190.50	3.25%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate – Double	Daily	\$332.00	\$343.00	3.31%	\$11.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Half day rate (50% of room rate)	Half Day	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$166.00	\$171.50	3.31%	\$5.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,010.00	\$1,045.00	3.47%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$1,970.00	\$2,035.00	3.30%	\$65.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$504.00	\$521.00	3.37%	\$17.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Erub - Trades Cottage (Lot 22) [continued]

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$984.00	\$1,020.00	3.66%	\$36.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Iama – Kodakal Guesthouse (Cnr of Mosby St & Kebisu St)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$184.50	\$190.50	3.25%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate – Double	Daily	\$332.00	\$343.00	3.31%	\$11.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Half day rate (50% of room rate)	Half Day	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$166.00	\$171.50	3.31%	\$5.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,010.00	\$1,045.00	3.47%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$1,970.00	\$2,035.00	3.30%	\$65.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$504.00	\$521.00	3.37%	\$17.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$984.00	\$1,020.00	3.66%	\$36.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Iama - Mabuiag Point Accommodation

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$184.50	\$190.50	3.25%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate – Double	Daily	\$332.00	\$343.00	3.31%	\$11.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Iama - Mabuiag Point Accommodation [continued]

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Half day rate (50% of room rate)	Half Day	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$166.00	\$171.50	3.31%	\$5.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,010.00	\$1,045.00	3.47%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$1,970.00	\$2,035.00	3.30%	\$65.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$984.00	\$1,020.00	3.66%	\$36.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$504.00	\$521.00	3.37%	\$17.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Iama - Sundown Lodge Guesthouse

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$184.50	\$190.50	3.25%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate – Double	Daily	\$332.00	\$343.00	3.31%	\$11.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Half day rate (50% of room rate)	Half Day	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$166.00	\$171.50	3.31%	\$5.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,010.00	\$1,045.00	3.47%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$1,970.00	\$2,035.00	3.30%	\$65.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$504.00	\$521.00	3.37%	\$17.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Iama - Sundown Lodge Guesthouse [continued]

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$984.00	\$1,020.00	3.66%	\$36.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Kubin – Contractor Dongas (Lot 42)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$184.50	\$190.50	3.25%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate – Double	Daily	\$332.00	\$343.00	3.31%	\$11.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Half day rate (50% of room rate)	Half Day	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$166.00	\$171.50	3.31%	\$5.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,010.00	\$1,045.00	3.47%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$1,970.00	\$2,035.00	3.30%	\$65.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$504.00	\$521.00	3.37%	\$17.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$984.00	\$1,020.00	3.66%	\$36.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Mabuiag - Caravans

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate - Single	Daily	\$184.50	\$190.50	3.25%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate - Double	Daily	\$332.00	\$343.00	3.31%	\$11.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Mabuiag - Caravans [continued]

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Half day rate (50% of room rate)	Half Day	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) - Single	Daily	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) - Double	Daily	\$166.00	\$171.50	3.31%	\$5.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) - Single	Weekly	\$1,010.00	\$1,045.00	3.47%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) - Double	Weekly	\$1,970.00	\$2,035.00	3.30%	\$65.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) - Single	Weekly	\$504.00	\$521.00	3.37%	\$17.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) - Double	Weekly	\$984.00	\$1,020.00	3.66%	\$36.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Poruma - Council House

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate - Single	Daily	\$184.50	\$190.50	3.25%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate - Double	Daily	\$332.00	\$343.00	3.31%	\$11.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Half day rate (50% of room rate)	Half Day	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) - Single	Daily	\$92.50	\$92.50	0.00%	\$0.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) - Double	Daily	\$166.00	\$171.50	3.31%	\$5.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) - Single	Weekly	\$1,010.00	\$1,045.00	3.47%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) - Double	Weekly	\$1,970.00	\$2,035.00	3.30%	\$65.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) - Single	Weekly	\$504.00	\$521.00	3.37%	\$17.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Poruma - Council House [continued]

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) - Double	Weekly	\$984.00	\$1,020.00	3.66%	\$36.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Poruma – Sawadgee Accommodation (Lot 216)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$193.50	\$200.00	3.36%	\$6.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate – Double	Daily	\$348.00	\$360.00	3.45%	\$12.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Half day rate (50% of room rate)	Half Day	\$97.00	\$100.50	3.61%	\$3.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$97.00	\$100.50	3.61%	\$3.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$174.00	\$180.00	3.45%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,060.00	\$1,095.00	3.30%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$2,065.00	\$2,135.00	3.39%	\$70.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$529.00	\$546.00	3.21%	\$17.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$1,035.00	\$1,070.00	3.38%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Saibai - Contractor Accommodation

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate - Single	Daily	\$184.50	\$190.50	3.25%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate - Double	Daily	\$332.00	\$343.00	3.31%	\$11.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Saibai - Contractor Accommodation [continued]

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Half day rate (50% of room rate)	Half Day	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) - Single	Daily	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) - Double	Daily	\$166.00	\$171.50	3.31%	\$5.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) - Single	Weekly	\$1,010.00	\$1,045.00	3.47%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) - Double	Weekly	\$1,970.00	\$2,035.00	3.30%	\$65.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) - Single	Weekly	\$504.00	\$521.00	3.37%	\$17.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) - Double	Weekly	\$984.00	\$1,020.00	3.66%	\$36.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Saibai – Council House 1 (Lot 23)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$193.50	\$200.00	3.36%	\$6.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate – Double	Daily	\$348.00	\$360.00	3.45%	\$12.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Half day rate (50% of room rate)	Half Day	\$97.00	\$100.50	3.61%	\$3.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$97.00	\$100.50	3.61%	\$3.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$174.00	\$180.00	3.45%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,060.00	\$1,095.00	3.30%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$2,065.00	\$2,135.00	3.39%	\$70.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$529.00	\$546.00	3.21%	\$17.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Saibai – Council House 1 (Lot 23) [continued]

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$1,035.00	\$1,070.00	3.38%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Saibai – Council House 2 (Lot 24)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$193.50	\$200.00	3.36%	\$6.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate – Double	Daily	\$348.00	\$360.00	3.45%	\$12.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Half day rate (50% of room rate)	Half Day	\$97.00	\$100.50	3.61%	\$3.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$97.00	\$100.50	3.61%	\$3.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$174.00	\$180.00	3.45%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,060.00	\$1,095.00	3.30%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$2,065.00	\$2,135.00	3.39%	\$70.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$529.00	\$546.00	3.21%	\$17.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$1,035.00	\$1,070.00	3.38%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Saibai – Council House 3 (Lot 307)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$193.50	\$200.00	3.36%	\$6.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate – Double	Daily	\$348.00	\$360.00	3.45%	\$12.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Saibai – Council House 3 (Lot 307) [continued]

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Half day rate (50% of room rate)	Half Day	\$97.00	\$100.50	3.61%	\$3.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$97.00	\$100.50	3.61%	\$3.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$174.00	\$180.00	3.45%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,060.00	\$1,095.00	3.30%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$2,065.00	\$2,135.00	3.39%	\$70.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$529.00	\$546.00	3.21%	\$17.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$1,035.00	\$1,070.00	3.38%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Saibai – Council House 4 (Lot 308)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$193.50	\$200.00	3.36%	\$6.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate – Double	Daily	\$348.00	\$360.00	3.45%	\$12.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Half day rate (50% of room rate)	Half Day	\$97.00	\$100.50	3.61%	\$3.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$97.00	\$100.50	3.61%	\$3.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$174.00	\$180.00	3.45%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,060.00	\$1,095.00	3.30%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$2,065.00	\$2,135.00	3.39%	\$70.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$529.00	\$546.00	3.21%	\$17.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Saibai – Council House 4 (Lot 308) [continued]

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$1,035.00	\$1,070.00	3.38%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Saibai – Council Donga (Lot 122)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$184.50	\$190.50	3.25%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate – Double	Daily	\$332.00	\$343.00	3.31%	\$11.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Half day rate (50% of room rate)	Half Day	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$166.00	\$171.50	3.31%	\$5.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,010.00	\$1,045.00	3.47%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$1,970.00	\$2,035.00	3.30%	\$65.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$504.00	\$521.00	3.37%	\$17.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$984.00	\$1,020.00	3.66%	\$36.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Saibai – Guesthouse (Lot 23)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$184.50	\$190.50	3.25%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate – Double	Daily	\$332.00	\$343.00	3.31%	\$11.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Saibai – Guesthouse (Lot 23) [continued]

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Half day rate (50% of room rate)	Half Day	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$166.00	\$171.50	3.31%	\$5.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,010.00	\$1,045.00	3.47%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$1,970.00	\$2,035.00	3.30%	\$65.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$504.00	\$521.00	3.37%	\$17.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$984.00	\$1,020.00	3.66%	\$36.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Sabai – Guesthouse (School Road, Lot 315)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$184.50	\$190.50	3.25%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate – Double	Daily	\$332.00	\$343.00	3.31%	\$11.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Half day rate (50% of room rate)	Half Day	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$166.00	\$171.50	3.31%	\$5.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,010.00	\$1,045.00	3.47%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$1,970.00	\$2,035.00	3.30%	\$65.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$504.00	\$521.00	3.37%	\$17.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Sabai – Guesthouse (School Road, Lot 315) [continued]

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$984.00	\$1,020.00	3.66%	\$36.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Ugar – Guesthouse (Lot 45)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$184.50	\$190.50	3.25%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate – Double	Daily	\$332.00	\$343.00	3.31%	\$11.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Half day rate (50% of room rate)	Half Day	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$166.00	\$171.50	3.31%	\$5.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,010.00	\$1,045.00	3.47%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$1,970.00	\$2,035.00	3.30%	\$65.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$504.00	\$521.00	3.37%	\$17.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$984.00	\$1,020.00	3.66%	\$36.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Ugar – Council Unit (Lot 56A)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$184.50	\$190.50	3.25%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate – Double	Daily	\$332.00	\$343.00	3.31%	\$11.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Ugar – Council Unit (Lot 56A) [continued]

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Half day rate (50% of room rate)	Half Day	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$166.00	\$171.50	3.31%	\$5.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,010.00	\$1,045.00	3.47%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$1,970.00	\$2,035.00	3.30%	\$65.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$504.00	\$521.00	3.37%	\$17.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$984.00	\$1,020.00	3.66%	\$36.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Ugar - Council Unit (Lot 56B)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate - Single	Daily	\$184.50	\$190.50	3.25%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate - Double	Daily	\$332.00	\$343.00	3.31%	\$11.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Half day rate (50% of room rate)	Half Day	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$166.00	\$171.50	3.31%	\$5.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,010.00	\$1,045.00	3.47%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$1,970.00	\$2,035.00	3.30%	\$65.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$504.00	\$521.00	3.37%	\$17.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Ugar - Council Unit (Lot 56B) [continued]

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$984.00	\$1,020.00	3.66%	\$36.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Ugar – Council Unit (Lot 56C)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$184.50	\$190.50	3.25%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate – Double	Daily	\$332.00	\$343.00	3.31%	\$11.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Half day rate (50% of room rate)	Half Day	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$166.00	\$171.50	3.31%	\$5.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,010.00	\$1,045.00	3.47%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$1,970.00	\$2,035.00	3.30%	\$65.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$504.00	\$521.00	3.37%	\$17.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$984.00	\$1,020.00	3.66%	\$36.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Warraber – Guesthouse (Lot 21)

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Daily rate – Single	Daily	\$184.50	\$190.50	3.25%	\$6.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Daily rate – Double	Daily	\$332.00	\$343.00	3.31%	\$11.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Warraber – Guesthouse (Lot 21) [continued]

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
Half day rate (50% of room rate)	Half Day	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Single	Daily	\$92.50	\$95.50	3.24%	\$3.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Daily) – Double	Daily	\$166.00	\$171.50	3.31%	\$5.50	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Single	Weekly	\$1,010.00	\$1,045.00	3.47%	\$35.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Weekly rate (7 nights or more) – Double	Weekly	\$1,970.00	\$2,035.00	3.30%	\$65.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Single	Weekly	\$504.00	\$521.00	3.37%	\$17.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Local Indigenous Stay (Non-commercial) 50% of room rate (Weekly) – Double	Weekly	\$984.00	\$1,020.00	3.66%	\$36.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)

Short-Term Rental

- Minimum 3 months, Maximum 12 months stay.
- GST may be applicable and is determined on a case by case basis.
- All short term rentals are liable for gas, electricity, tv, repairs and any other running costs.
- Cleaning will be charged at the end if the premises are not vacated clean and tidy.

Whole Accommodation Unit – incurs GST

Fee	Unit	Year 24/25 Fee (incl. GST)	Year 25/26 Fee (incl. GST)	Increase %	Increase \$	GST	Legislation
2 Bedroom	Weekly	\$1,715.00	\$1,770.00	3.21%	\$55.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
3 Bedroom	Weekly	\$2,160.00	\$2,230.00	3.24%	\$70.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Each Additional Bedroom, above 3 bedrooms	Weekly	\$445.00	\$460.00	3.37%	\$15.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)
Caravan: 3 bedroom	Weekly	\$1,275.00	\$1,320.00	3.53%	\$45.00	Y	Local Government Act 2009 LGA 2009 s262(3)(c)



ORDINARY MEETING 17-18 JUNE 2025

Agenda Item
8.4

DIRECTORATE: *Financial Services*

AUTHOR: *Acting Head of Financial Services*

POLICY MATTER – FINANCIAL POLICIES REVIEW

OFFICER RECOMMENDATION:

That Council resolves:

1. Amend and adopt the Torres Strait Island Regional Council's:

- Investment Policy;
- Fiscal Governance Policy;

previously adopted by Council, in the terms presented to Council at today's Ordinary Meeting

2. Delegate authority to the Chief Executive Officer in accordance with the Local Government Act 2009 to exercise the functions and powers assigned to the Chief Executive Officer under the amended and endorsed policy, including the power to make any further minor administrative amendments to the policies as they arise.

EXECUTIVE SUMMARY:

In accordance with the Local Government Act 2009, the Local Government Regulation 2012 and good governance requirements Council is required to have a number of written policies and procedures and to review the statutory policies as required by the legislation. In addition, regular monitoring and review of these are necessary to reflect legislative changes and to continuously improve Council governance.

The listed policies have been drafted to include all legislative requirements and to provide an overview to Councillors, Council officers, and the community of how Council functions.

Interested Parties/Consultation:

Key personnel from internal functions:

- Financial Services
- MacDonnell Law

Background:

There are a number of policies that are due for review, including statutory policies that are mandated under the *Local Government Regulation 2012*.

The statutory policies were all previously endorsed, with an annual review date of June 2025

Policy review overview:

Policy	Proposed Amendments
<i>Investment Policy</i>	Minor grammatical / formatting changes
<i>Fiscal Governance Policy</i>	Inclusion of section 307A to formally outline obligations for recording and reporting asset losses under the Local Government Regulation 2012

Compliance/Consideration:

Statutory:	<i>Local Government Act 2009</i> <i>Local Government Regulation 2012</i> <i>Public Sector Act 2022</i> <i>Public Sector Ethics Act 1994</i> <i>Statutory Bodies Financial Arrangements Act 1982</i> <i>Statutory Bodies Financial Arrangements Regulation 2019</i>
Budgetary:	NA
Policy:	NA
Legal:	Complies with Legal Requirements
Risk / Risk Mitigation:	As this policy must be updated annually under legislation, there is a risk to Council if the updated policy is not endorsed.
Links to Strategic Plans:	This policy strategically aligns to specific delivery objectives under all three pillars of Council's Corporate Plan, being People, Sustainability and Prosperity.
Masig Statement:	NA
Standing Committee Consultation:	NA
Timelines:	Required to be updated annually

Conclusion:

That Council resolves to adopt the listed policies and delegates to the Chief Executive Officer to make further minor administrative amendments as they arise.

Recommended:

Frank Barbieri

Frank Barbieri
Acting Head of Financial Services

Endorsed:

Hollie Faithfull

Hollie Faithfull
Executive Director Financial Services

Approved:

James William

James William
Chief Executive Officer

Attachment:

1. **Investment Policy;**
2. **Fiscal Governance Policy;**

Investment Policy

1. PURPOSE

To provide Torres Strait Island Regional Council with guidelines for the investment of Council's surplus cash in compliance with the Local Government Act 2009 (**LGA**), section 191 of the *Local Government Regulation 2012* (**LGR**), the *Statutory Bodies Financial Arrangements Act 1982* (**SBFA**) and the *Statutory Bodies Financial Arrangements Regulation 2019* (**SBFR**). This policy supports Council's investment objectives and risk philosophy and the process for undertaking investment activities.

2. SCOPE

This policy applies to the investment of Council's Surplus Cash Balances.

3. LINK TO CORPORATE PLAN

- People *Bisnis* - *Pipol*
- Sustainability *Bisnis* - *Mekem las long*
- Prosperity *Bisnis* – *Pruitpul*

4. POLICY STATEMENT

4.1. Ethics and Conflicts of Interest

a) Prudent Person Standard

The standard of prudence is to be used by council officers when managing the overall portfolio. Investments will be managed with the care, diligence and skills that a prudent person would exercise in managing the affairs of other persons. This includes having in place appropriate reporting requirements that ensure the investments are being reviewed and overseen regularly. The status and performance of Council's investments, if any, will be reported quarterly.

Council officers are to manage the investment portfolios not for speculation, but for investment and in accordance with the spirit of this policy. Investment officers are to avoid any transaction that might harm confidence in Council. They will consider the safety of capital and income objectives when making an investment decision.

b) Ethics and conflicts of interest

Investment officers and employees shall refrain from personal activities that would conflict with the proper execution and management of Council's investment portfolio. This includes activities that would impair the investment officer's or employee's ability to make impartial decisions as outlined in Council's Code of Conduct. This policy requires that employees and investment officials disclose to the Executive Director, Financial Services, any conflict of interest or any investment positions that could be related to the investment portfolio.

c) Delegation of Authority

Authority for implementation of the Investment Policy is delegated by Council to the Chief Executive Officer in accordance with section 257 of the Local Government Act 2009.

Authority for the day-to-day management of Council's Investment Portfolio is delegated by the Chief Executive Officer to the Executive Director Financial Services in accordance with section 259 of the Local Government Act 2009 and is subject to regular reviews with the Chief Executive Officer.

4.2. Investment Objectives and risk philosophy

As the custodian of public monies, Council chooses to secure its capital base but takes the opportunity to produce revenue from cash assets to the extent possible within established risk adverse constraints. It is Council's investment objective that any financial investment will, at a minimum, offset the devaluing effects of inflation.

Investment Risk Philosophy

In order of priority, the objective of undertaking investment activities is to preserve capital, maintain liquidity and receive a return on investment which at the very least, offset inflation. Council maintains a conservative and risk adverse investment philosophy for investment of its Surplus Cash Balances.

Preservation of capital

Preservation of capital shall be the primary objective of the investment portfolio. This can be achieved by managing credit and interest rate risk with given risk management parameters and avoiding any transaction that would prejudice confidence in Council or its associated entities.

Credit Risk

Council will evaluate and assess credit risk prior to investment. Credit risk is the risk of loss due to the failure of an investment issuer or guarantor. The investment officer will minimise credit risk in the investment portfolio by pre-qualifying all transactions

including the brokers/securities dealers with which they do business, diversify the portfolio and limit transactions to secure investments.

Interest Rate Risk

Minimising the risk of a change in the market value is to be managed by maintaining Council's investment portfolio in line with cash flow requirements and limiting investments to short term investments.

Maintenance of Liquidity

The investment portfolio will maintain sufficient liquidity to meet all reasonably anticipated operating cash flow requirements of Council, as and when they fall due, without incurring significant transaction costs due to being required to sell an investment. Surplus funds can only be invested in authorised investments for a maximum period of twelve months.

4.3. Investment Procedures

Authorised Investments

Authorised investments are as permitted in accordance with Category 1 Investment Powers applicable to Council under the SBFR.

New Investments

New investments are to be with either Queensland Investment Corporation or Queensland Treasury Corporation.

The available investment arrangements are as listed below:

- Queensland Investment Corporation Cash Fund
- Queensland Treasury Corporation Capital Guaranteed Cash Fund
- Queensland Treasury Corporation Fixed Rate Deposit (up to 12 months)
- Queensland Treasury Corporation Working Capital Facility

A new investment product requires a full risk assessment. It is permissible for working capital (non-surplus cash) to remain in the Council's nominated operating accounts.

5. REPORTING

Nil

Fiscal Governance Policy

1. PURPOSE

Torres Strait Island Regional Council (Council) is strongly committed to ensuring robust fiscal governance.

2. SCOPE

This policy applies to all local government employees, Councillors, contractors and agents of Council.

3. LINK TO CORPORATE PLAN

- People *Bisnis* - *Pipol*
- Sustainability *Bisnis* - *Mekem las long*
- Prosperity *Bisnis* – *Pruitpul*

4. POLICY STATEMENT

Council, local government employees, Councillors, contractors and agents of Council shall conduct itself/themselves strictly in accordance with:

- a) The local government principles set out in Section 4(2) of the *Local Government Act 2009*:
 - transparent and effective processes, and decision-making in the public interest; and
 - sustainable development and management of assets and infrastructure, and delivery of effective services; and
 - democratic representation, social inclusion and meaningful community engagement; and
 - good governance of, and by, local government; and
 - ethical and legal behaviour of Councillors, local government employees and councillor advisors (where applicable).
- b) The ethics principles set out in Section 4(2) of the *Public Sector Ethics Act 1994*:
 - integrity and impartiality; and
 - promoting the public good; and

- commitment to the system of government; and
- accountability and transparency.

4.1. Write-off Delegations

- a) The Chief Executive Officer has delegated authority to write-off amounts of up to \$1,000 for any one loss or series of losses arising out of one original source or cause, in respect of lost and stolen Council property. Amounts in excess of \$1,000 can only be written off by Council resolution.
- b) The Chief Executive Officer has delegated authority to write-off amounts of up to \$1,000 for rates, charges and sundry debtors, including interest and legal costs, per account as a bad debt.
- c) The Chief Executive Officer has delegated authority to write off up to \$200,000 against a statute barred debtor or deceased debtor per account as a bad debt. Amounts in excess of \$200,000 can only be written off by Council resolution.
- d) The Executive Director Financial Services has delegated authority to write-off debt amounts of up to \$500 for rates, charges and sundry debtors, including interest and legal costs, per account as a bad debt.

Debt is “bad debt” where the Chief Executive Officer or Executive Director, Financial Services is satisfied that:

- a) the debtor is deceased and, as a matter of policy, Council should not seek to recover against the deceased estate; and/or
- b) pursuant to the *Limitation of Actions Act 1974*, it is statute-barred debt and therefore cannot be legally enforced in a Court of competent jurisdiction; and/or
- c) it would not be commercial to pursue debt recovery, taking into account the anticipated time and cost of debt recovery.

307A Recording and notifying loss of local government asset

If the Chief Executive Officer is aware of a reportable loss or a material loss as those terms are defined under section 307A of the *Local Government Regulation 2012*, the Chief Executive Officer must keep a written record of the following details about the loss:

- d) a description of the asset, including its value;
- e) the cause of the loss;
- f) the action taken to deal with the loss, including, for example—
 - i. action to remedy any weakness in TSIRC's operations; or

- ii. action taken to recover the loss;
- g) approval for writing off the loss.

If the Chief Executive Officer is satisfied the material loss is also a reportable loss, the Chief Executive Officer must notify the persons and, in the timeframe, as required under section 307A(3) of the Local Government Regulation 2012.

4.2. Reversals and Adjustments

The Head of Financial Services and Executive Director Financial Services are delegated authority to approve the reversal of a charge or an adjustment of a charge that is deemed an administrative error.

A charge is an “administrative error” where the delegated officer is satisfied that Council has incorrectly levied a charge, for one or more of the following reasons:

- a) the wrong debtor account and or amount has been charged;
- b) GST was charged incorrectly;
- c) the charge involved a data keying error (typographical error), for example Council charged \$3,000 instead of \$300, or the narration (description of the charge) requires correction;
- d) there is no source documentation or data to substantiate the charge;
- e) a charge has been duplicated;
- f) for a social housing–related charge where:
 - rent charges were increased without a rent increase notice being served properly;
 - rent charges continued after the termination of a tenancy;
 - change in rent charges was implemented after change date;
 - there is no tenancy documentation to substantiate the charge;
- g) for local government charges, the debtor was not occupying the land or building and has no legal obligation to pay the charge confirmed by Council's Legal Services (or external legal advisors); or
- h) there is no legal obligation for the debtor to pay the charge, as confirmed by Council's legal services team (or external legal advisors).

5. REPORTING

Nil.

6. RELATED DOCUMENTS AND REFERENCES

This policy is established with reference to obligations specified in the Local Government Act 2009 and the Public Sector Ethics Act 1994.

7. REVIEW

This policy is to be reviewed annually, if legislation changes, or at the direction of the Chief Executive Officer.

Policy type:	<input type="checkbox"/> Council <input type="checkbox"/> Operational
Directorate:	Financial Services
Responsible Officer	Executive Director Financial Services
Authorised on:	XX June 2025
Effective date:	XX June 2025
Next review date:	June 2026
Review history:	2013, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2024, 2025
Version	2.0

6. DEFINITIONS

Surplus Cash Balances are Council's cash holdings available for investment at any one time after consideration of the amount and timing of Council's cash flow needs. Surplus Cash Balances do not include Council's trust account balances.

7. RELATED DOCUMENTS AND REFERENCES

The following sets out the Investment Policy as required by section 104(5)(c) of the LGA and section 191 of the LGR.

Council has authority to exercise Category 1 investment power (see Part 6 of the SBFA and Section 6 and Schedule 3 of the SBFR).

All investments are to be made in accordance with:

- *Statutory Bodies Financial Arrangements Act 1982 (SBFA)*
- *Statutory Bodies Financial Arrangements Regulation 2007 (SBFR)*
- *Local Government Act 2009 (LGA)*
- *Local Government Regulation 2012 (LGR)*

8. REVIEW

This policy is to be reviewed every three (3) years, if legislation changes, or at the direction of the Chief Executive Officer.

Policy type:	<input type="checkbox"/> Council <input type="checkbox"/> Operational
Directorate:	Financial Services
Responsible Officer	Executive Director Financial Services
Authorised on:	XX June 2025
Effective date:	XX June 2025
Next review date:	June 2027
Review history:	2012, 2013, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2025
Version	1.0



DIRECTORATE: Corporate Services

AUTHOR: Executive Director Corporate Services

RESOLUTION TO CLOSE THE MEETING TO THE PUBLIC

OFFICER RECOMMENDATION:

Council resolves to close the meeting to the public pursuant to section 254J of the *Local Government Regulation 2012* to allow the Council to discuss items listed on the agenda for closed discussion and for the reasons outlined under those items.

EXECUTIVE SUMMARY:

A local government meeting is open to the public unless the local government or committee has resolved that the meeting is to be closed.

Section 254J of the *Local Government Regulation 2012* allows the Council to close its meeting to the public to discuss one or more of the following matters:

- (a) the appointment, discipline or dismissal of the chief executive officer;
- (b) industrial matters affecting employees;
- (c) the local government's budget;
- (d) rating concessions;
- (e) legal advice obtained by the local government or legal proceedings involving the local government including, for example, legal proceedings that may be taken by or against the local government;
- (f) matters that may directly affect the health and safety of an individual or a group of individuals;
- (g) negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government;
- (h) negotiations relating to the taking of land by the local government under the *Acquisition of Land Act 1967*;
- (i) a matter the local government is required to keep confidential under a law of, or formal arrangement with, the Commonwealth or a State;
- (j) an investigation report given to the local government under chapter 5A, part 3, division 5 of the Act.

Section 254J(6) of the *Local Government Regulation 2012* stipulates that a local government or a committee of a local government must not make a resolution (other than a procedural resolution) in a local government meeting, or a part of a local government meeting, that is closed.

Interested Parties/Consultation:

N/A

Background / Previous Council Consideration:

N/A

COMPLIANCE / CONSIDERATIONS:

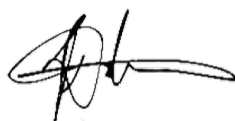
Statutory:	Section 254J of the <i>Local Government Regulation 2012</i>
Budgetary:	N/A
Policy:	<i>TSIRC Standing Orders (Meeting Procedures) Policy – August 2024</i>
Legal:	N/A
Risk:	Council breach of its Statutory requirements above.
Links to Strategic Plans:	TSIRC Corporate Plan 2020–2025 (<i>Bisnis Plan</i>) Delivery Pillar One – People (<i>Bisnis – Pipol</i>) Outcome 4: We are a transparent, open and engaging council. ➤ 4.2 Evolve Council’s communication channels and community’s access to information.
Masig Statement:	N/A
Standing Committee Consultation:	N/A
Timelines:	Standard Procedure at each Monthly Council Meeting

Other Comments:

Nil.

Recommended:

S. Andres
Susanne Andres
Executive Director Corporate Services

Approved:

James William
Chief Executive Officer

ATTACHMENTS:

Nil.



ORDINARY MEETING

17-18 JUNE 2025

Agenda Item

16

DIRECTORATE: Corporate Services

AUTHOR: Executive Director Corporate Services

RESOLUTION TO RETURN THE MEETING TO OPEN DISCUSSION

OFFICER RECOMMENDATION:

Council resolves to move out of closed discussions pursuant to Section 254I of the *Local Government Regulation 2012*.

EXECUTIVE SUMMARY:

Section 254I of the *Local Government Regulation 2012* stipulates that a local government meeting is open to the public unless the local government or committee has resolved that the meeting is to be closed.

Interested Parties/Consultation:

N/A

Background / Previous Council Consideration:

N/A

COMPLIANCE / CONSIDERATIONS:

Statutory:	Section 254I of the <i>Local Government Regulation 2012</i>
Budgetary:	N/A
Policy:	TSIRC Standing Orders (Meeting Procedures) Policy – August 2024
Legal:	N/A
Risk:	Council breach of its Statutory requirements above.
Links to Strategic Plans:	TSIRC Corporate Plan 2020–2025 (<i>Bisnis Plan</i>) Delivery Pillar One – People (<i>Bisnis – Pipol</i>) Outcome 4: We are a transparent, open and engaging council. ➤ 4.2 Evolve Council’s communication channels and community’s access to information.
Masig Statement:	N/A
Standing Committee Consultation:	N/A
Timelines:	Standard Procedure at each Monthly Council Meeting

Other Comments:

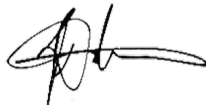
Nil.

Recommended:

S. Andres

Susanne Andres
Executive Director Corporate Services

Approved:

A handwritten signature in black ink, appearing to be 'J. William', with a long horizontal stroke extending to the right.

James William
Chief Executive Officer

ATTACHMENTS:

Nil.



ORDINARY MEETING

17-18 JUNE 2025

Agenda Item

17

DIRECTORATE: Corporate Services

AUTHOR: Executive Director Corporate Services

CONSIDERATION OF MATTERS DISCUSSED IN CLOSED SESSION

OFFICER RECOMMENDATION:

For the Council to formally resolve on the matters discussed in its Closed Session.

EXECUTIVE SUMMARY:

Section 254J(6) of the *Local Government Regulation 2012* stipulates that a local government or a committee of local government must not make a resolution (other than a procedural resolution) in a local government meeting, or a part of a local government meeting, that is closed.

The open meeting must resume to pass a resolution if any decisions are necessary following the closed-meeting discussion.

Interested Parties/Consultation:

N/A

Background / Previous Council Consideration:

N/A

COMPLIANCE / CONSIDERATIONS:

Statutory:	Section 254J(6) of the <i>Local Government Regulation 2012</i>
Budgetary:	N/A
Policy:	TSIRC Standing Orders (Meeting Procedures) Policy – August 2024
Legal:	N/A
Risk:	Council breach of its Statutory requirements above.
Links to Strategic Plans:	TSIRC Corporate Plan 2020–2025 (<i>Bisnis Plan</i>) Delivery Pillar One – People (<i>Bisnis – Pipol</i>) Outcome 4: We are a transparent, open and engaging council. ➤ 4.2 Evolve Council’s communication channels and community’s access to information.
Masig Statement:	N/A
Standing Committee Consultation:	N/A
Timelines:	Standard Procedure at each Monthly Council Meeting

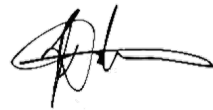
Other Comments:

Nil.

Recommended:

S. Andres
Susanne Andres
Executive Director Corporate Services

Approved:

A handwritten signature in black ink, appearing to read 'J. William', with a long horizontal stroke extending to the right.

James William
Chief Executive Officer

ATTACHMENTS:

Nil.



ORDINARY MEETING

17-18 JUNE 2025

Agenda Item

18

DIRECTORATE: Corporate Services

AUTHOR: Executive Director Corporate Services

ITEMS ARISING

OFFICER RECOMMENDATION:

For Council to formally resolve to consider those items arising after the agenda for the meeting has been made public.

EXECUTIVE SUMMARY:

Section 254D(4) of the *Local Government Regulation 2012* allows for a local government or a committee of local government to discuss or deal with (at any meeting) items arising after the agenda for the meeting has been made available to Councillors.

Standard practice is that business not on the published agenda, or not fairly arising from the agenda, should not be considered at any local government meeting unless permission for that purpose is given by the local government at the meeting ([Source: TSIRC Standing Orders Policy – August 2024](#))

Council will need to make a formal resolution to consider/discuss any items nominated for this agenda item.

Interested Parties/Consultation:

N/A

Background / Previous Council Consideration:

N/A

COMPLIANCE / CONSIDERATIONS:

Statutory:	Section 254D(4) of the <i>Local Government Regulation 2012</i>
Budgetary:	N/A
Policy:	<i>TSIRC Standing Orders (Meeting Procedures) Policy – August 2024</i> applies.
Legal:	N/A
Risk:	Council breach of its Statutory requirements above.
Links to Strategic Plans:	TSIRC Corporate Plan 2020–2025 (<i>Bisnis Plan</i>) Delivery Pillar One – People (<i>Bisnis – Pipol</i>) Outcome 4: We are a transparent, open and engaging council. ➤ 4.2 Evolve Council’s communication channels and community’s access to information.
Masig Statement:	N/A
Standing Committee Consultation:	N/A
Timelines:	Standard Procedure at each Monthly Council Meeting

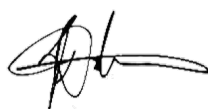
Other Comments:

Nil.

Recommended:

S. Andres

Susanne Andres
Executive Director Corporate Services

Approved:

James William
Chief Executive Officer

ATTACHMENTS:

Nil.



DIRECTORATE: Building Services

AUTHOR: Executive Director Building Services

BUILDING SERVICES REPORT (MAY 2025)

OFFICER RECOMMENDATION:

Council resolves to note the Building Services Report for May 2025.

EXECUTIVE SUMMARY:

This report provides an overview of the ongoing activities carried out by the Building Services Unit (BSU) during the reporting period of May 2025.

Interested Parties/Consultation:

- Building Services Executive Director
- Building Services Management
- Business Services Accountant
- Building Services Construction Software

Upgrade & HO Program:

BSU continues to initiate the delivery process for this financial year, Upgrade Works & Home Ownerships. Regular meetings with funding partners are being held to address challenges related to high delivery costs, extended timeframes for project completion, and tender awarding.

Current Status (as of 31 May 2025)

Upgrade and HO Program - Revenue Comparison May

2023/2024	2024/2025	Variance
\$11,871,821.60	\$ 15,605,781.58	\$ 3,733,959.98

The above figures are based upon actual invoices and do not include accruals.

Priority Upgrade works, in the Vacant and Dis-Mod (OT) work types, has been initiated for enhanced visibility and priority actions.

Strategies are continuing the implementation of planning for the delivery of the NAHA Upgrade program and Home Ownerships. These strategies encompass:

- Reviewing contractors' existing workloads
- Prioritising essential works
- Conducting bulk tendering for all upgrades in each community
- Reviewing and modifying contracts to mitigate risk to TSIRC (e.g., material, freight, flights, etc.)

R&M Program:

The realignment of the Tier 1 stream has continually improved service delivery to our customers and most importantly our communities. This reshape has also led to increased revenue for TSIRC and decreased delivery timeframes.

As of 31 May 2025, there is a backlog of maintenance work comprising 1,221 tasks with a total value of approximately \$3 million that has been pending for over 30 days.

Current Status (as of 31 May 2025)

R&M Program - Revenue Comparison May		
2023/2024	2024/2025	Variance
\$ 13,143,720.41	\$ 20,175,364.91	\$ 7,031,644.50
The above figures are based upon actual invoices and do not include accruals.		

Housing Investment Plan (Capital Housing Program) - \$14.4M:

Stage 1 funding was released on September 27, 2022. In October 2023 Council resolved to deliver the program through a staged approach and in partnership with QBuild. Working closely with Community Services and identifying the priorities for deliveries (domestic violence, disability services and overcrowding) the Communities of Erub, Iama, Mabuig, Saibai and Warraber have been identified as priority 1.

Continuing to partner with PBC to build partnerships and progress through the ILUA process to deliver program.

Additionally, as per the resolution passed in October 2023, CEO has delegation and approved a variation to construct 3 x new dwellings on Badu to ensure funding milestones are met and TSIRC does not lose the funding.

Business Relationships:

Meetings between BSU and key stakeholders continue on a weekly basis.

TSIRC BSU and Communities are working together in partnership to improve the delivery of service to our communities to ensure we are improving the liveability within each Division.

Logistics:

TSIRC Contract documentation continually reviewed and updated to establish contractor accountability for the projects they undertake. Timely project delivery is a priority for TSIRC.

Reviewing current reporting processes to streamline and further reduce risk to TSIRC.

COMPLIANCE / CONSIDERATIONS:

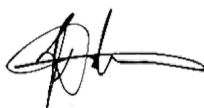
Statutory:	<ul style="list-style-type: none">• <i>Local Government Act 2009</i>• <i>Local Government Regulation 2012</i>• <i>National Construction Code Building Act 1975</i>• <i>Building Regulation 2006</i>• <i>Queensland Building and Construction Commission Act 1991</i>• <i>Queensland Building and Construction Commission Regulation 2018</i>
Budgetary:	N/A
Policy:	N/A
Legal:	N/A
Risk:	<p>Risk Management</p> <ul style="list-style-type: none">• Continued review of scheduled works for this financial year to clarify projects and their financial impact.• Ongoing review of departmental structure, resourcing, and processes to enhance service delivery across all levels.• Regular monitoring of performance to manage revenue, expenses, service delivery, and community outcomes
Links to Strategic Plans:	<p>Corporate Plan 2020-2025</p> <ul style="list-style-type: none">• Delivery of Capital Works program
Masig Statement:	N/A
Standing Committee Consultation:	N/A
Timelines:	N/A

Other Comments:

Nil.

Recommended:

Wayne Green
Executive Director Building Services

Approved:

James William
Chief Executive Officer

ATTACHMENTS:

Nil



ORDINARY MEETING

17-18 JUNE 2025

Agenda Item

19.2

DIRECTORATE: Community Services

AUTHOR: Dawson Sailor , Executive Director Community Services

COMMUNITY SERVICES - INFORMATION REPORT (MAY 2025)

OFFICER RECOMMENDATION:

That Council notes this report.

EXECUTIVE SUMMARY:

To provide Council an update on the functional areas within the Community Services department for activities undertaken in the month of May 2025.

Notable or significant works are included in the report only, however details are provided in attached report by the respective Managers for each Teams.

Interested Parties/Consultation:

- Community Services Managers

Background / Previous Council Consideration:

Utilising a mix of own-source and external-source funding, the Community Services department delivers a diverse range of programs including:

- Community Care (child, aged and disability)
- Environment and Health
- Health and Wellbeing /Indigenous Knowledge Centre
- Housing Services
- Operation of Divisional Offices
- Events Coordination

Officers Comment:

Detail of each of the functional areas are provided in the attached report.

COMPLIANCE / CONSIDERATIONS:

Statutory:	<i>Local Government Act 2009</i> <i>Local Government Regulation 2012</i> In addition, Community Services functional areas are subjected to a range
-------------------	--

	of Local, State and Commonwealth legislation relevant to roles and teams.
Budgetary:	Ongoing monitoring and process improvement to achieve financial governance, including austerity measures, is being implemented to strengthen budget management within each functional area of Community Services. The department continues to consider opportunities to increase revenue through the supply of services and submission for external-source funds.
Policy:	N/A
Legal:	N/A
Risk:	Day-to-day risk is considered low however closely monitored and mitigated by the application of adherence to policy and procedures.
Links to Strategic Plans:	TSIRC Corporate Plan 2020–2025 (<i>Bisnis Plan</i>) Outcome 1: We preserve cultural heritage, history, and place. Outcome 3: We ensure accessibility to community support services. Outcome 4: We are a transparent open and engaging council. Outcome 10: We advocate and foster regional prosperity through enterprise development.
Masig Statement:	N/A
Standing Committee Consultation:	N/A
Timelines:	N/A

Other Comments:

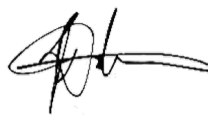
That Council resolves to note the Community Services Information Report.

Recommended:



Dawson Sailor
Executive Director Community Services

Approved:



James William
Chief Executive Officer

Health and Wellbeing April 2025

Health and Wellbeing

Employment

Funded by NIAA and DTIS

1. Badu HLO 25 hours per week from 25/11/2024
2. St Pauls HLO 25 hours per week from 25/11/2024
3. Mabuiag No HLO – Vacant in Recruitment process
4. Kubin No HLO. HLO to commence when Blue Card is obtained
5. Hammond NO HLO – Vacant in Recruitment process
6. Iama HLO 25 hours per week from 25/11/2024
7. Warraber HLO 25 hours per week from 25/11/2024
8. Poruma HLO 16 hours per week due to dual role with IKC
9. Erub HLO 25 hours per week from 25/11/2024
10. Mer HLO 25 hours per week from 25/11/2024
11. Ugar HLO 25 hours per week from 18/11/2024
12. Masig No HLO – Vacant in Recruitment process
13. Saibai No HLO – Vacant in Recruitment process
14. Boigu HLO 16 hours per week due to dual role with IKC
15. Dauan HLO 25 hours per week from 25/11/2024
16. Mer Project Officer Too Deadly por gad Diabetes – commence 24/03/2025 16 hours per week. Due to cease 23/05/2025.
17. Mabuiag Project Officer Too Deadly por gad Diabetes – commence 24/03/2025 16 hours per week. Due to cease 23/05/2025.
18. Poruma Project Officer Too Deadly por gad Diabetes – commence 17/03/2025 16 hours per week. Due to cease 23/05/2025.
19. Warraber Project Officer Too Deadly por gad Diabetes – commence 17/03/2025 16 hours per week. Due to cease 23/05/2025.
20. Erub Project Officer Too Deadly por gad Diabetes – commence 17/03/2025 16 hours per week. Due to cease 23/05/2025.
21. Masig Project Officer Too Deadly por gad Diabetes – commence 24/03/2025 16 hours per week. Due to cease 23/05/2025.

I am working on creating a Senior HLO position. HLO must have a Cert IV in Health or Fitness. Currently with People and Wellbeing to check Role Description

NIAA funding will continue for another two years. 01/07/2025 – 30/06/2027. Current HLO (**not** the Project Officer) to be extended to 30/06/2027

Support given 5 people to attend Level 1 Sport Trainer in Cairns in 10th and 11th of May. Report to be included in May report.

- (1) Badu
- (2) Ugar
- (3) Iama
- (4) Kubin
- (5) St Pauls

Health and Wellbeing - Too Deadly for Diabetes (Ray Kelly)

Six Project Officers were recruited to support the program in the community.

Erub

Masig

Warraber

Mabuiag

Poruma

Mer

Erub Mr. Bart Pilot is currently overseeing the six Project Officers, in day-to-day reporting

Project Officers and participants of the Too Deadly for gad Diabetes program to attend Aquaponic Training in Cairns on Thursday 1st of May 2025. Report on May council report

Health and Wellbeing involvement in Family and Domestic Violence

Peacekeeper Workshop, this is now dependent on surplus funding.

Health and Wellbeing Program – Development of Community Action Plan

Project Office secondment Mr Belford Larry 24th of March to 18th of April.

Poruma	Completed.
Ugar	Completed .
Badu	Completed.
St Pauls	Completed.
Kubin	Completed.
Iama	Completed.
Warraber	Completed
Masig	Completed.
Saibai	Completed.
Boigu	Completed
Dauan	Completed.
Hammond	Completed.
Mabuiag	Completed.
Erub	Completed.
Mer	Completed.

Discrete Community Funding

Project Plan will be pulled together from Community Health Action Plan. Feedback to be delivered to the respective community in May 2025 and feedback to the communities.

Health and Wellbeing Program - Badu Fit and Healthy Smiles Project in planning

Working in partnership with TCHS Oral Health and Baduulgaw Ngurpay Lag (Badu Island Campus) Tagai State College.



BACKGROUND - Members of the Badu Island community have expressed their wish for their children “ to have six monthly dental checkups like every other kid in Australia”. Badu Island has a significant yet manageable population including 130 children. The prep and grade one school children already brush their teeth at school every day.

AIM - To provide 6 monthly dental check-ups and oral hygiene instruction to the school and kindergarten children of Badu Island, as a community run program assisted by TSIRC, Queensland Health, Tagai State College, Sponsors and grants, and volunteers.

DRAFT POSTER

Health and Wellbeing Program – Development of Community Action Plan

Project Office secondment Mr Belford Larry 24th of March to 18th of April.

Poruma	Completed.
Ugar	Completed .
Badu	Completed.
St Pauls	Completed.
Kubin	Completed.
Iama	Completed.
Warraber	Completed
Masig	Completed.
Saibai	Completed.
Boigu	Completed
Dauan	Completed.
Hammond	Completed.
Mabuiag	Completed.
Erub	Completed.
Mer	Completed.

INDIGENOUS KNOWLEDGE CENTERS

Staffing

Boigu – 20 hours per week

Badu – current incumbent on 3 months leave R&S process interview Friday 27/03/2025 – completed.

Incumbent to commence 28th of April 2025

Iama – 20 hours per week

Hammond – 20 hours per week

Warraber – 20 hours per week

Poruma – 20 hours per week

Erub – 20 hours per week

Dauan – 20 hours per week

Kubin – 20 hours per week

Mabuiag – to commence on the 31/03/2025.

First 5 Forever Training – IKC Coordinators to do training in June 2025.

Professional Development

Ms. Charlotte Pearson IKC Coordinator Kubin – Library Leaders Program

Growing IKC Professional Development - Digital Inclusion

Kubin March 11 – 13 - Digital Arts - Digital Story - Pocket Cinema.

7 Participants.



Hammond Week of 24th of March - Digital Storytelling - Who's Your Mob - Digital Arts



Future Digital inclusion Program Dates

Iama (Trainer: Dan Guest) – dated to be changed. 06/05 – Digital Storytelling 07/05 – Pocket Cinema 08/05 – Digital Arts (Shirts Required)	Badu (Trainer: Dan Guest) 20/05 – Digital Storytelling 21/05 – Who's Your Mob 22/05 – Pocket Cinema
Warraber (Trainer: Mick Byrne) 20/05 – Digital Arts (Shirts Required) 21/05 – Podcasting Sharing Oral History	Poruma (Trainer: James Collins) 20/05 – Digital Arts (Shirts Required) 21/05 – Podcasting Sharing Oral History
Dauan (Trainer: Dan Guest) 03/06 – Digital Storytelling 04/06 – Digital Arts (Shirts Required) 05/06 – eSports Gaming League	Erub (Trainer: Mick Byrne) 03/06 – Pocket Cinema 04/06 – Digital Arts (Shirts Required) 05/06 – eSports Gaming League
Mabuiag (Trainer: James Collins) 24/06 – Podcasting 25/06 – Who's Your Mob 26/06 – Coding a 2D Game	

EVENTS / ENGAGEMENT REPORT – MAY 2025

Events in May.

Boigu Community Clean-up.



Upcoming Events for June

- Mabo Day
- Warraber – St.Peters Church Day Celebration

Future Events in planning and discussions

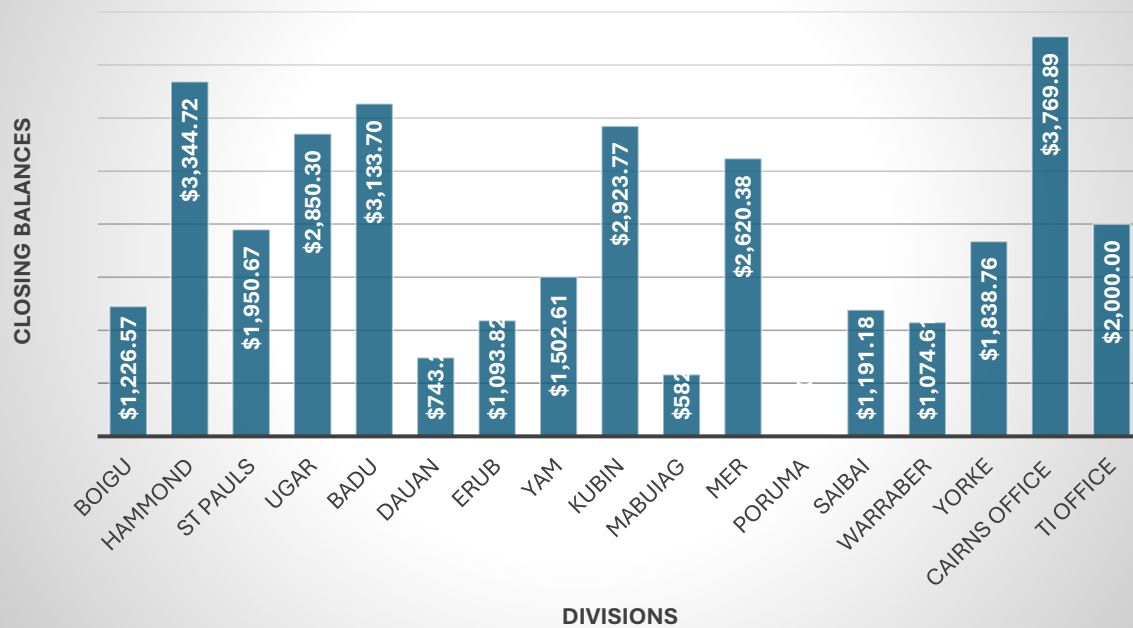
- Laurie Spina – U11's Rugby League Carnival, Townsville
- NAIDOC

Divisional Engagement Funds

17 Applications approved in May.

15 committed to June event.

Closing Balance as 31/05/2025



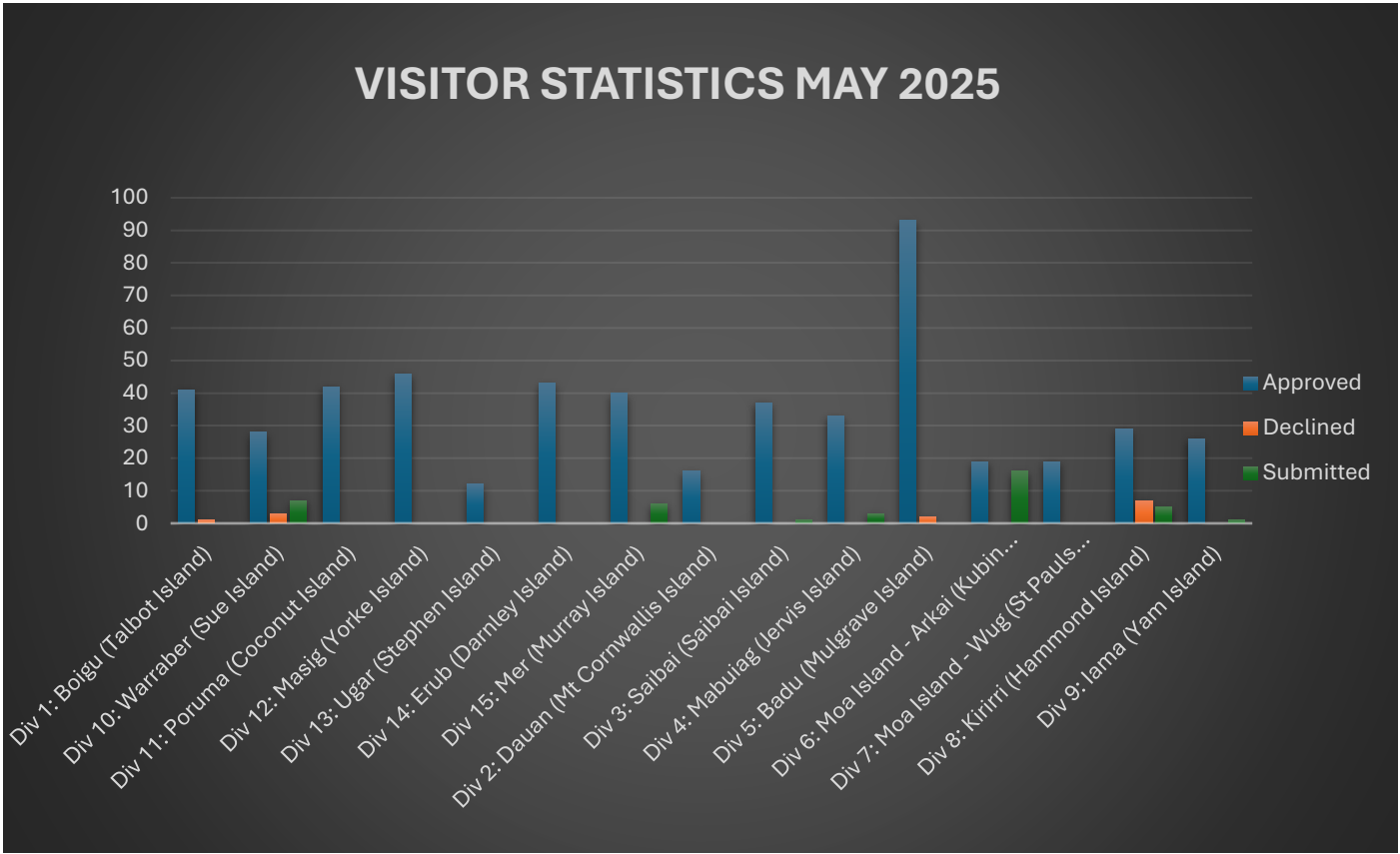
Visitor Dashboard – This report was generated 3rd June 2025

Total visit request submitted: 286 requests which contained 576 visitors

Total Approved: 263

Total Declined:5

Total (pending approval/decline): 18

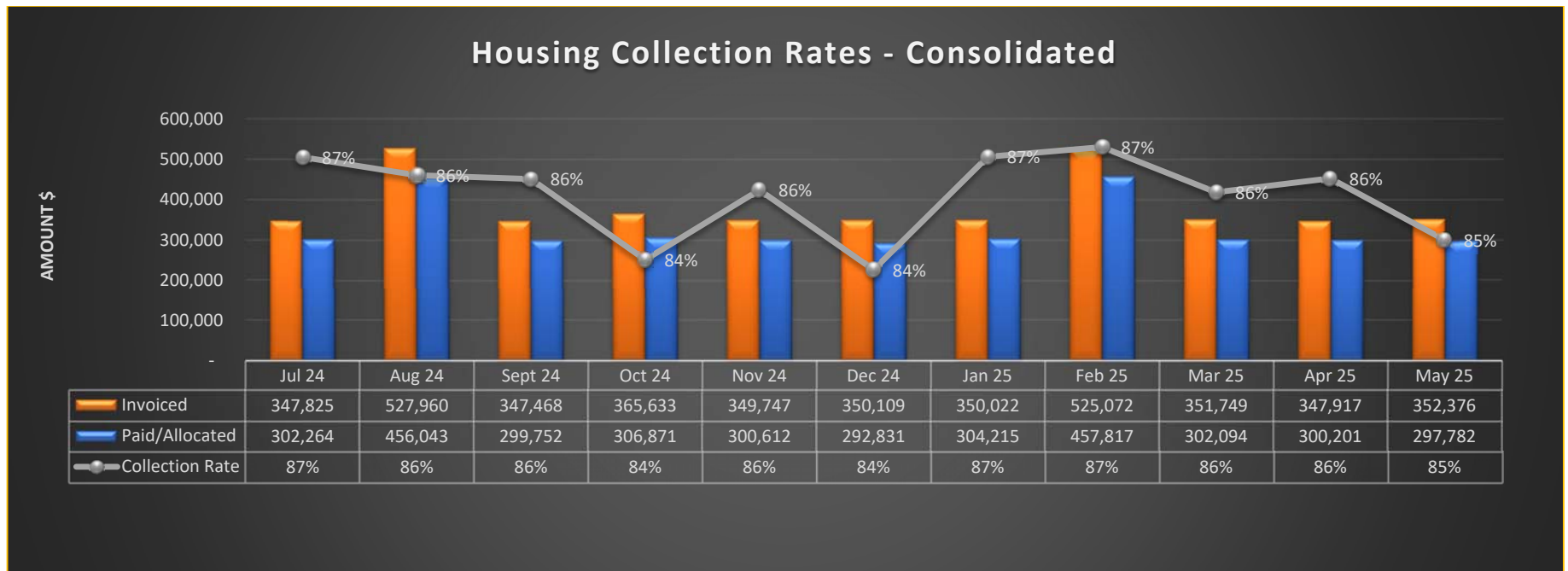


MONTHLY OM REPORTS – HOUSING MAY 2025

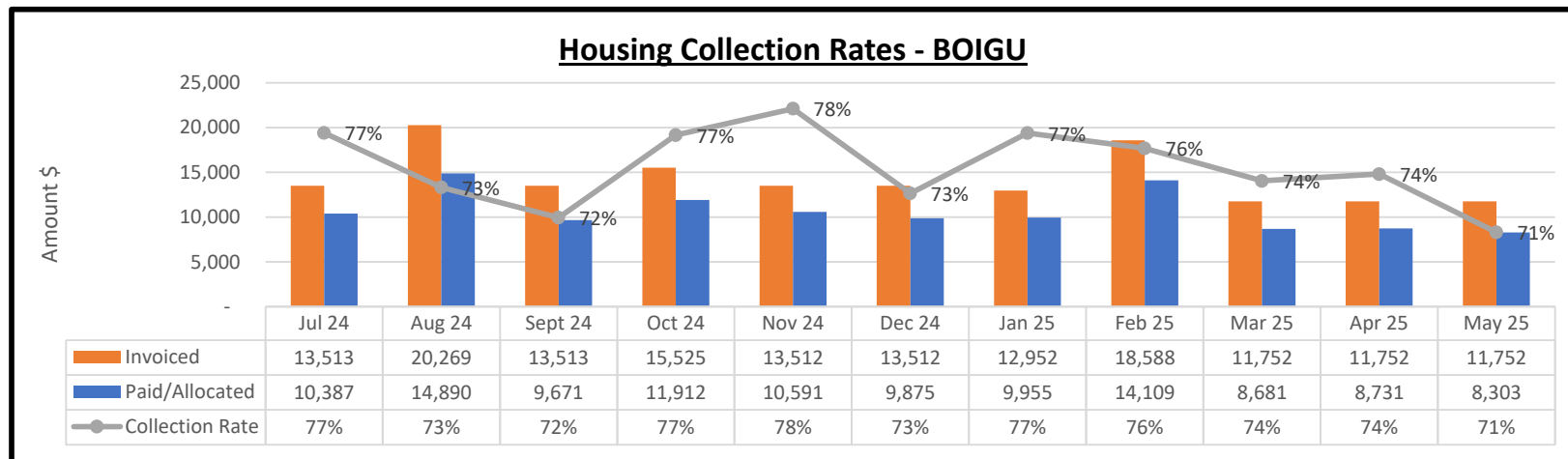
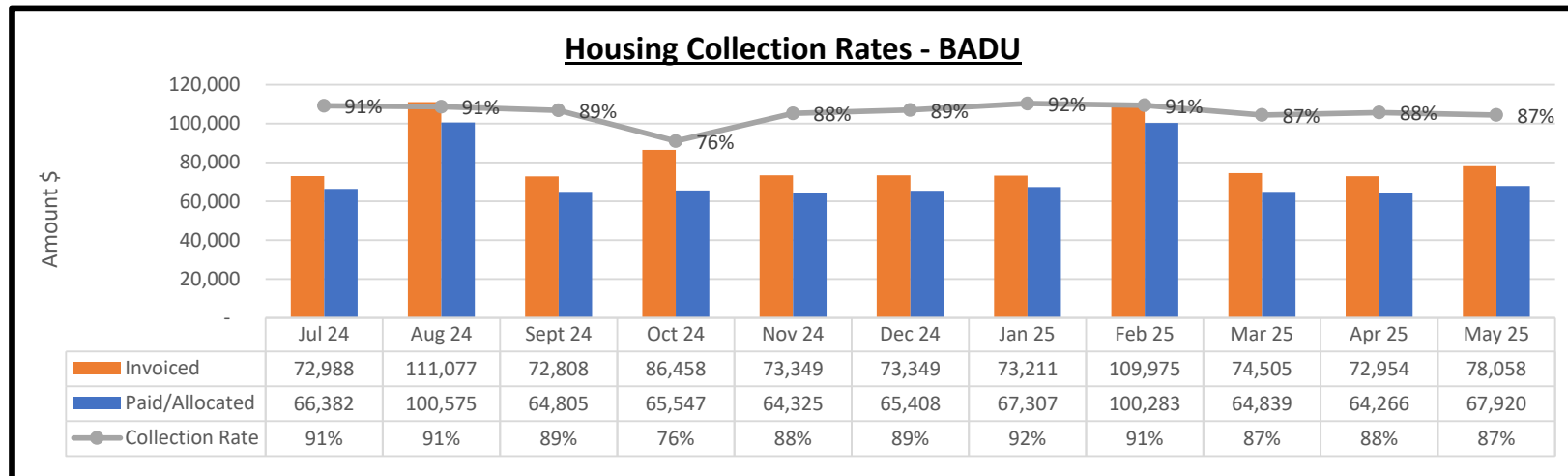
Housing Collection Rates – May 2025

CONSOLIDATED – 85% Rental Collection

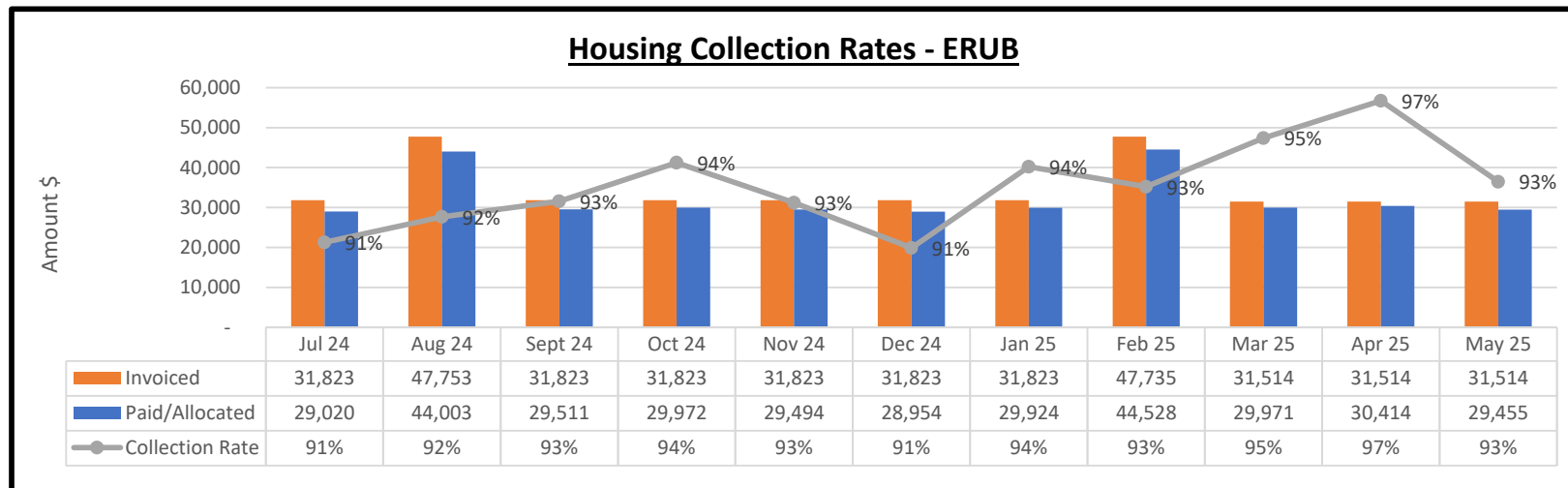
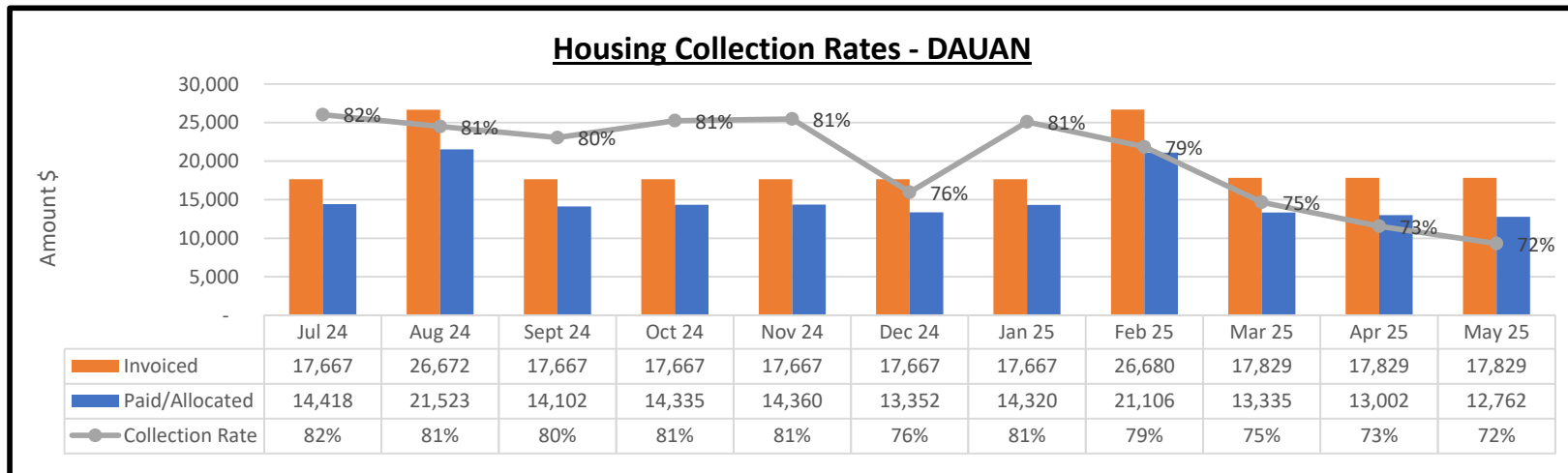
Housing Collection Rates - Consolidated



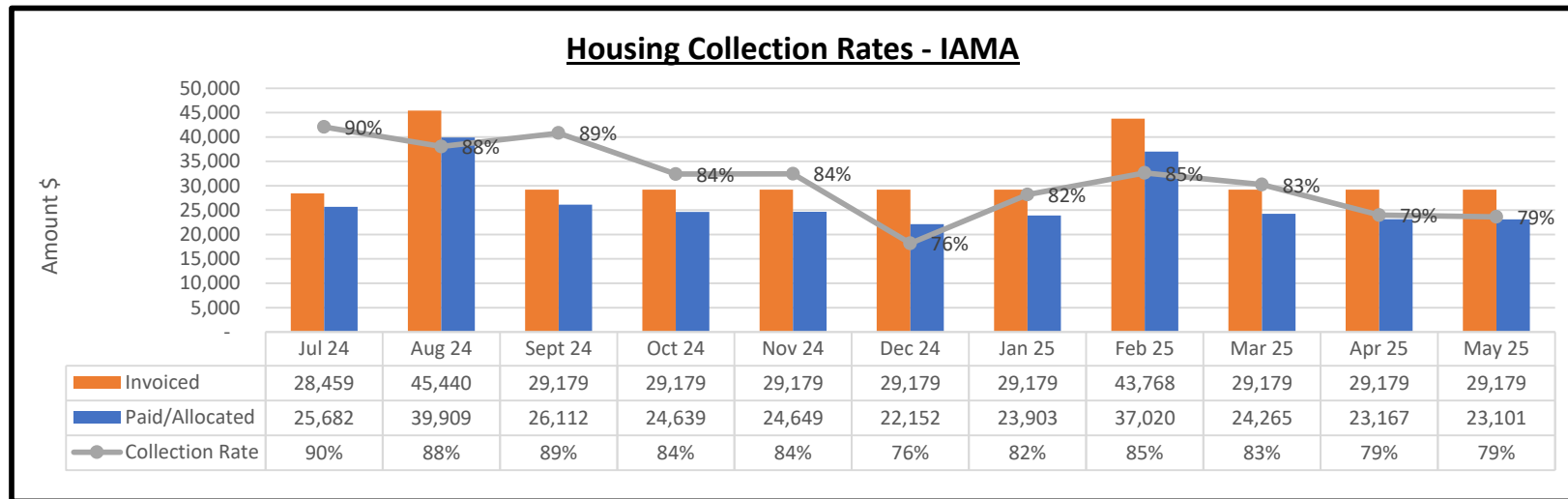
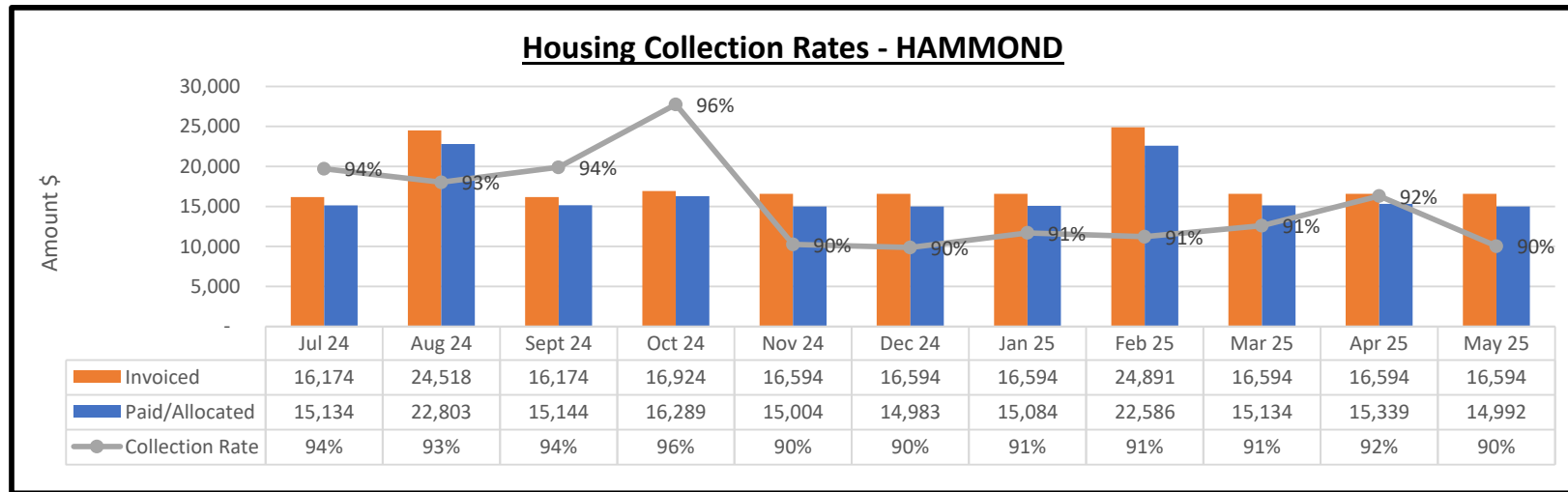
Housing Collection Rates – May 2025



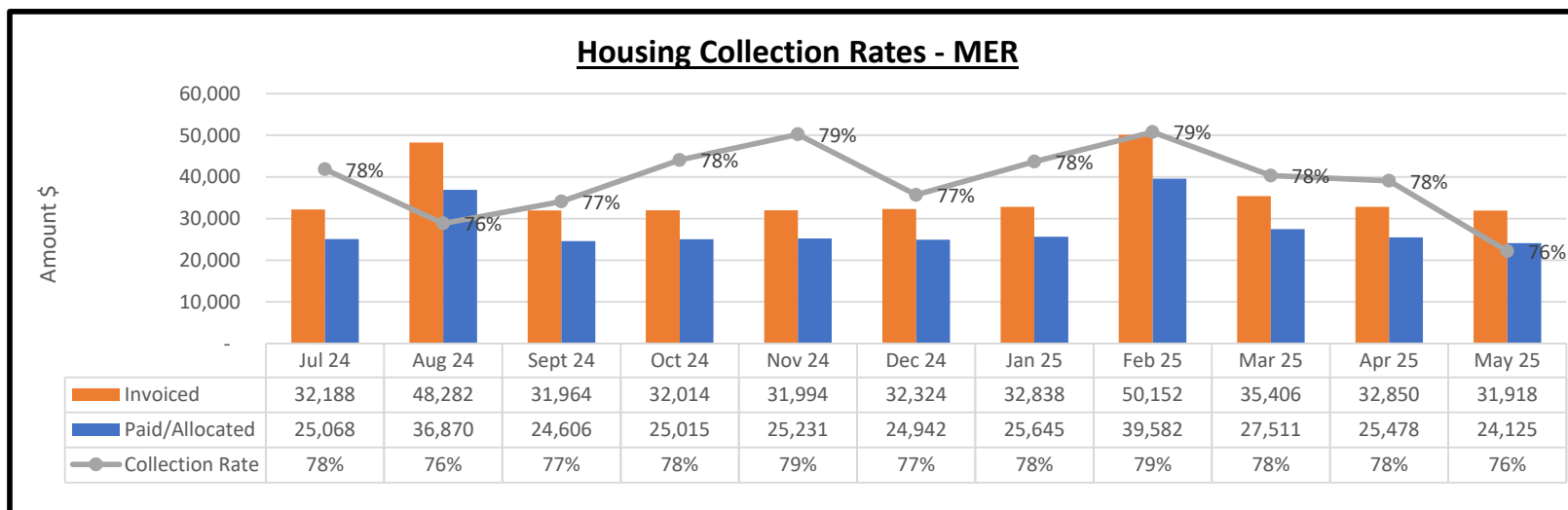
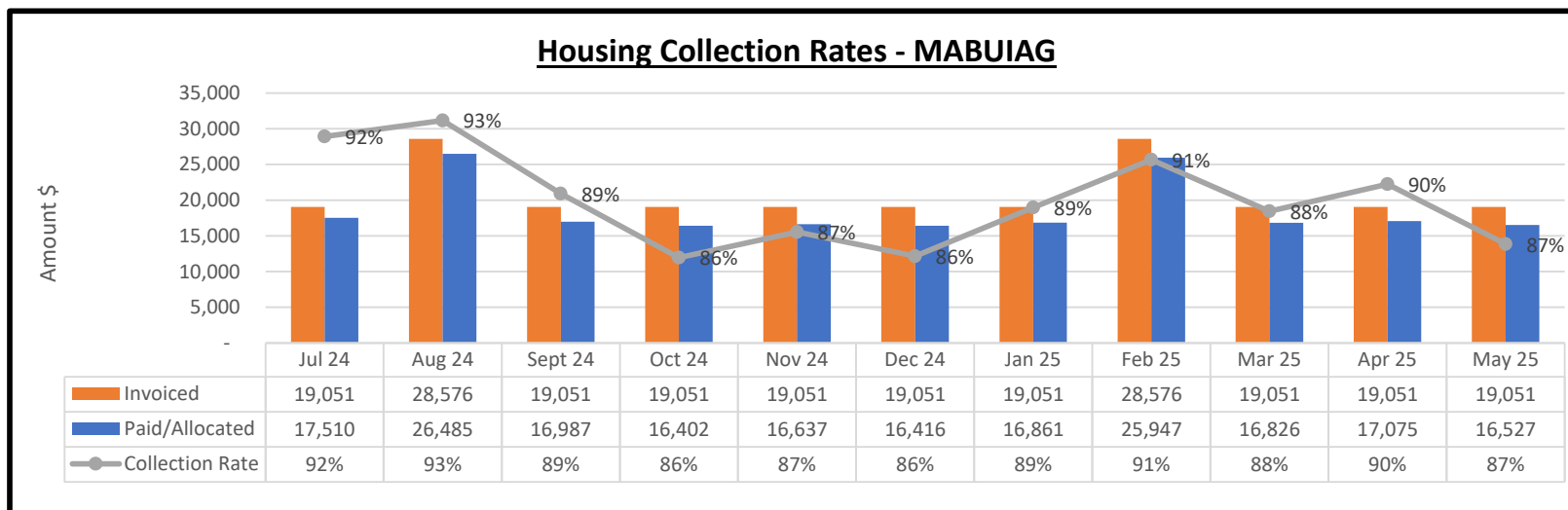
Housing Collection Rates – May 2025



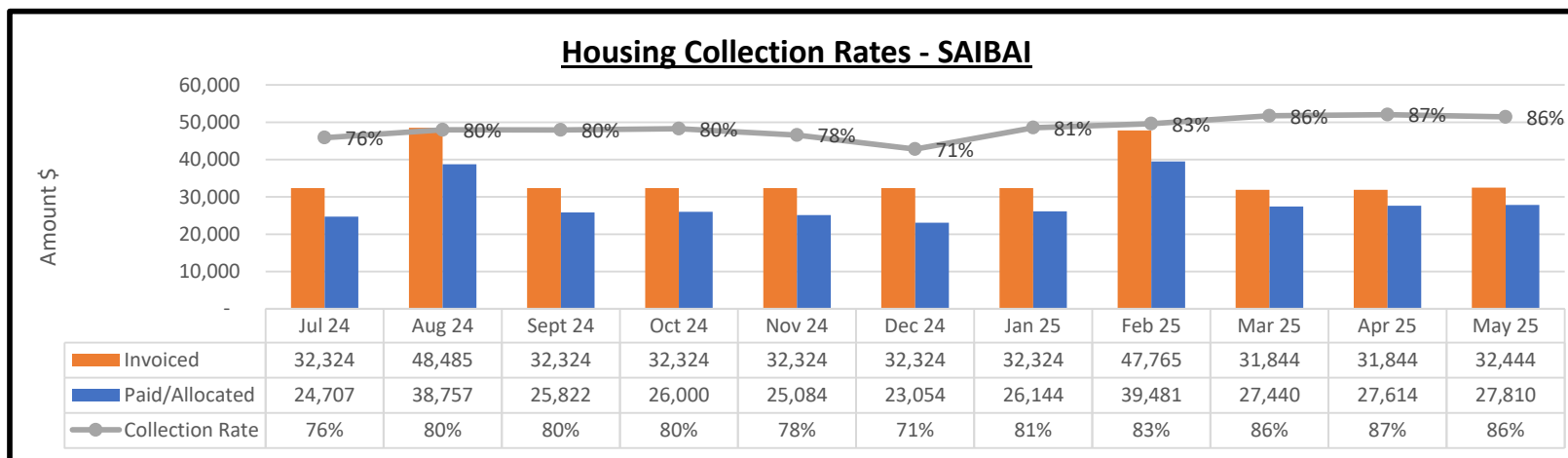
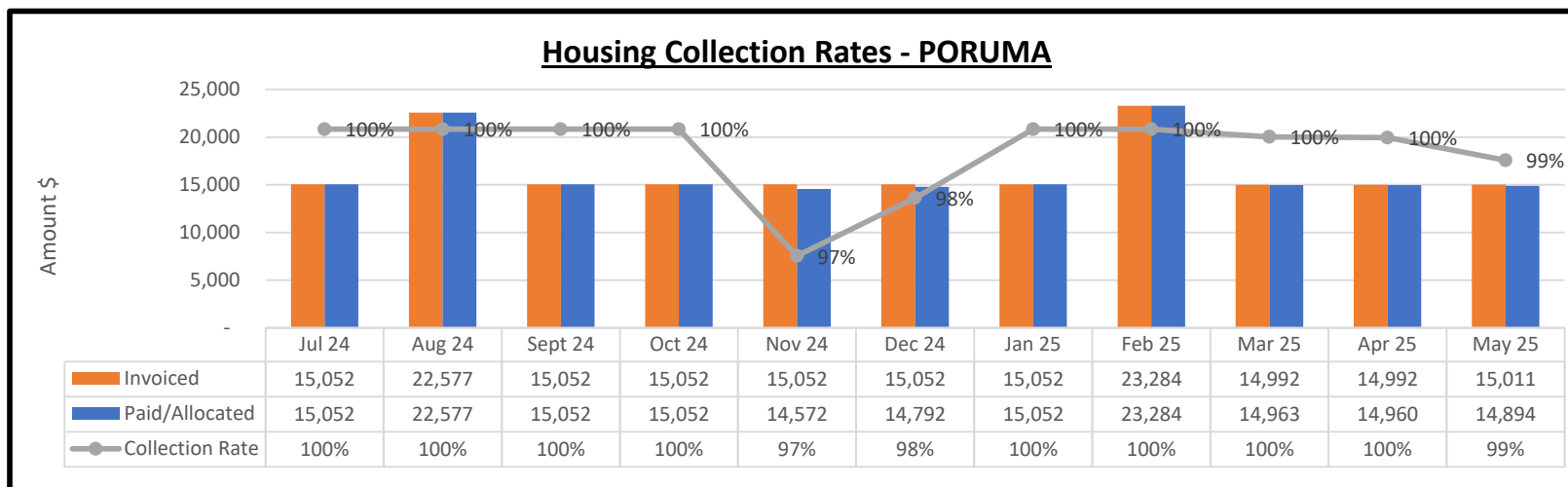
Housing Collection Rates - May 2025



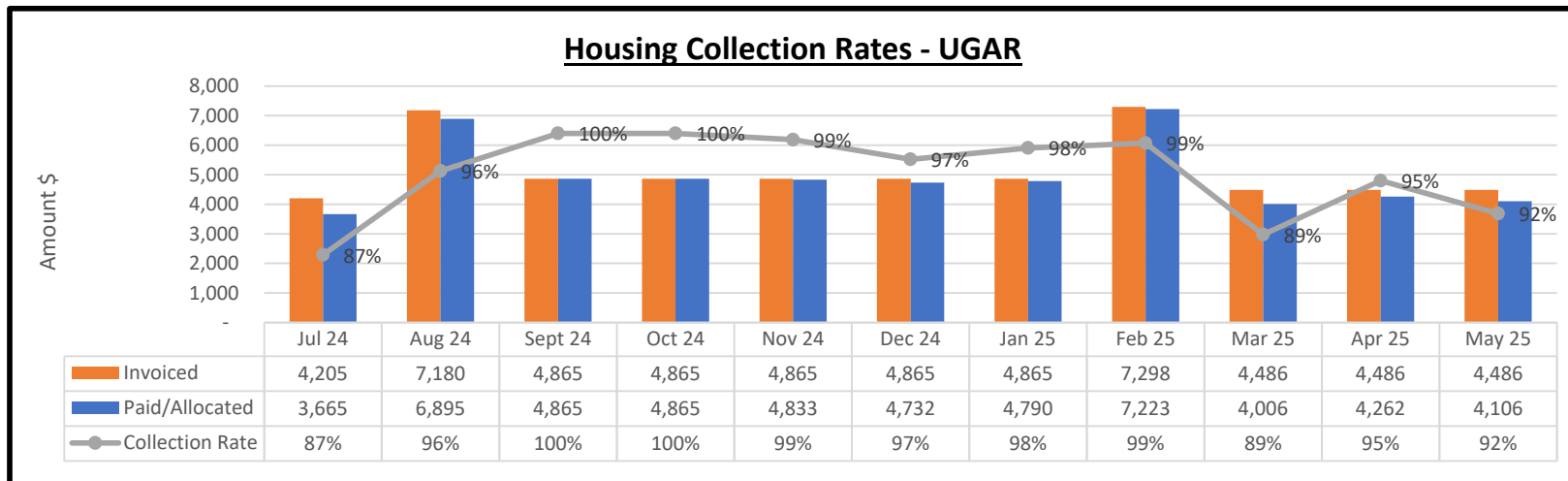
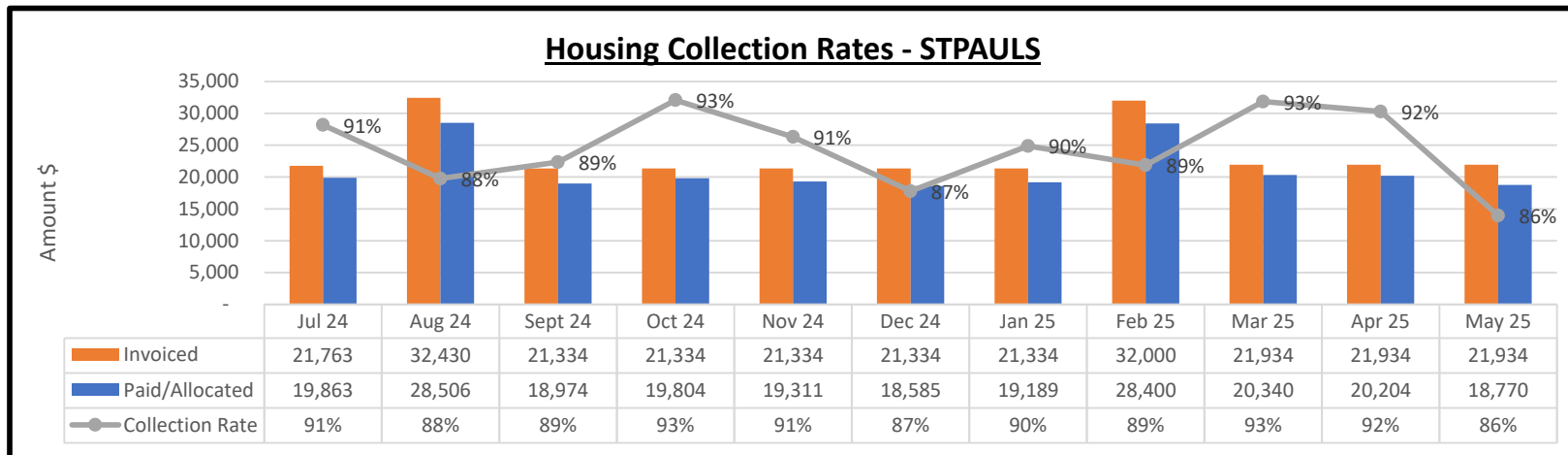
Housing Collection Rates – May 2025



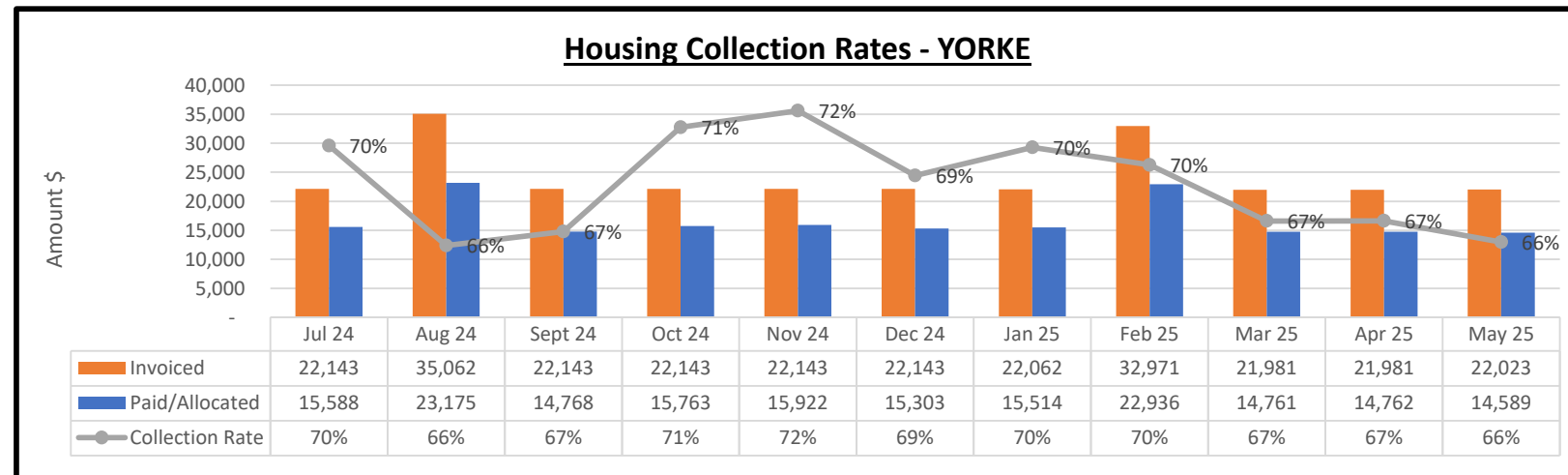
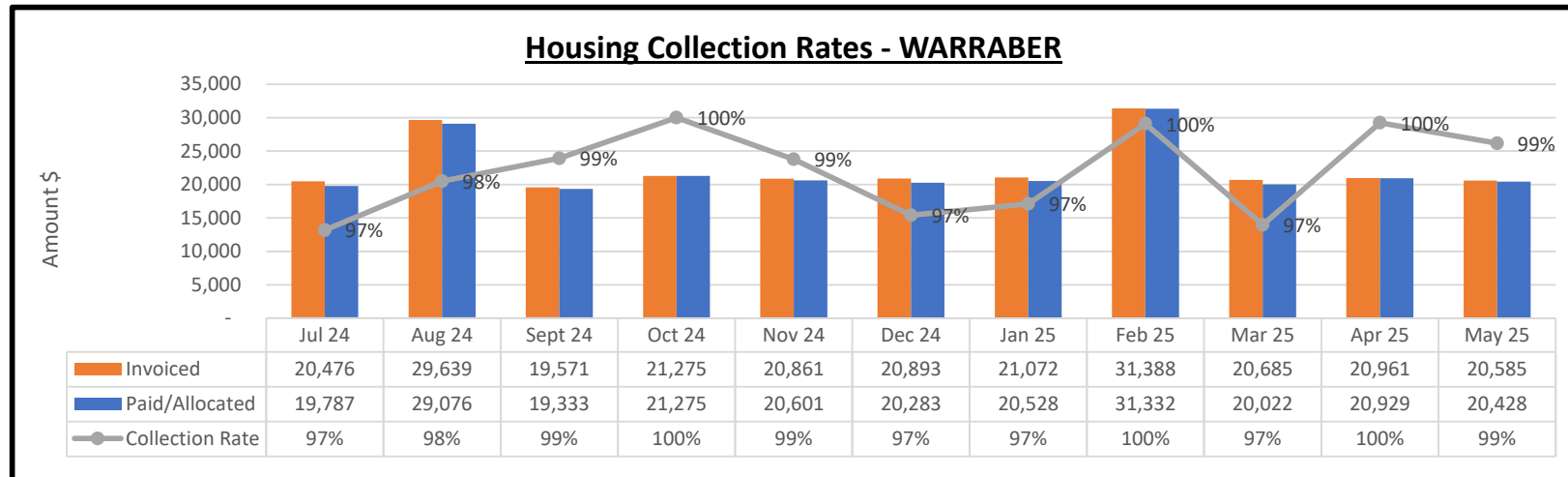
Housing Collection Rates – May 2025



Housing Collection Rates – May 2025



Housing Collection Rates – May 2025





Tenancy Breaches & RTA Conciliation Report

2025 MONTHLY OM REPORTS – TENANCY	May 2024	June 2024	July 2024	August 2024	Sept 2024	October 2024	Nov 2024	Dec 2024	Jan 2025	Feb 2025	March 2025	April 2025	May 2025
Tenants issued with RTA Notice to remedy breach	13	13	3	12	12	12	12	5	1	Nil	1	1	1
Tenants required to attend RTA dispute resolution (when breach is not remedied)	3	3	Nil	3	3	3	3	4	Nil	Nil	Nil	Nil	1
Tenants issued with RTA Notice to leave (following no response from tenant)	0	0	Nil	1	1	1	1	2	Nil	Nil	Nil	1	Nil
Percentage of tenants paying rent and arrears following breach Notice or Notice to leave	85%	85%	87%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%
Total Number of Tenants referred to Preston Law	0	0	Nil	NIL	NIL	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Total number of breached tenants on repayment plans	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

TSIRC Housing Register of Needs

2025 MONTHLY OM REPORT Register of Needs	May 2024	June 2024	July 2024	August 2024	Sept 2024	Oct 2024	Nov 2024	Dec 2024	Jan 2025	Feb 2025	March 2025	April 2025	May 2025
Category One Applicants	53	54	54	55	55	58	60	60	60	61	62	62	62
Category Two Applicants	133	138	141	146	147	150	155	161	161	164	171	171	179
Category Three Applicants	46	47	48	49	49	52	53	53	53	53	56	56	57
Category Four Applicants	5	5	5	5	5	5	5	5	5	5	5	5	5

Additional information – Current Housing Applications status:

DIVISION	CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	Total applicants
BADU	17	29	6	1	53
BOIGU	2	14	1	0	17
DAUAN	3	8	9	2	22
ERUB	4	14	0	0	18
HAMMOND	6	10	7	0	23
IAMA	8	16	5	0	29
MABUIAG	3	7	1	0	11
MASIG	2	7	1	0	10
MER	2	22	2	0	26
PORUMA	0	5	2	2	9
SAIBAI	5	7	6	0	18
ST PAULS	5	23	14	0	42
UGAR	1	3	1	0	5
WARRABER	4	14	2	0	20
Category total:	62	179	57	5	303



Additional information – Proposed/External Housing Applications status:

DIVISION	CATEGORY 1	CATEGORY 2	CATEGORY 3	Total applicants
BADU	2	49	1	52
BOIGU	0	1	3	4
DAUAN	0	5	0	5
ERUB	1	10	4	15
HAMMOND	1	14	9	24
IAMA	1	16	3	20
MABUIAG	0	4	3	7
MASIG	5	8	1	14
MER	3	6	4	13
PORUMA	1	15	0	16
SAIBAI	0	7	0	7
ST PAULS	0	7	9	16
UGAR	1	5	4	10
WARRABER	3	21	2	26
Category total:	18	171	43	229

Total Current Housing Application: 303

Total Proposed/External Housing application: 229

Total Housing Applications: 532



Housing Register Information – GTA, Succession of Tenancy, Disputes, Vacant Maintenance, LHA Upgrade & Katter Lease

Count of Division	Allocation Status								
Division	GTA - executed	Occupied - Succession of tenancy in progress	Vacant - suspected abandonment	Vacant - maintenance in progress	Vacant - pending LHA upgrade	Occupied - allocation disputed	Vacant - limited life dwelling	GTA - pending	Grand Total
BADU ISLAND	157	3				1	1	3	165
BOIGU ISLAND	20	11			3				34
DAUAN ISLAND	35			1		2	2	1	41
IAMA ISLAND	57	1				2	1		61
MABUIAG ISLAND	34	1						1	36
MURRAY ISLANDS	65	7	5	3		3	3	4	90
PORUMA ISLAND	27			1	1				29
SAIBAI ISLAND	64	3		2	1		3	1	74
ST PAULS	43			4			1		48
WARRABER ISLAND	38	1		1					40
ERUB ISLAND	59	3		1			2		65
YORKE ISLAND	39	5		2	3		2	1	52
HAMMOND ISLAND	33			1					34
UGAR ISLAND	9		2		1	2		1	15
Grand Total	680	35	7	16	9	10	15	12	784



Vacant Maintenance Properties

DIVISION	CLI	STREET	BED#	Status on Register	COMMENTS - TSIRC - BSU	SCHEDULED COMPLETION DATE
DAUAN	CLI 42	Main Road	3	Vacant maintenance in progress	In progress	22/10/2024
ERUB	CLI 142	Ina Village	3	Vacant maintenance in progress	In progress	23/07/2025
HAMMOND	CLI 72A	Francis Road	2	Vacant maintenance in progress	In progress	15/04/2025
SAIBAI	CLI 78	Airport Drive	3	Vacant maintenance in progress	In progress	20/10/2023
SAIBAI	CLI 70	Main Road	3	Vacant maintenance in progress	In progress	18/02/2025
ST PAULS	CLI 137	Futuna Street	4	Vacant maintenance in progress	In progress	27/12/2024
ST PAULS	CLI 248A	Kubin Road	2	Vacant maintenance in progress	In progress	28/01/2025
ST PAULS	CLI 248B	Kubin Road	2	Vacant maintenance in progress	In progress	19/12/2024
ST PAULS	CLI 217	Main Road	3	Vacant maintenance in progress	In progress	09/06/2025
MASIG	CLI 5B	Williams Road	3	Vacant maintenance in progress - HCV	Tender Submitted to QBuild in January 2022. QBuild have not issued a PO for these works to date.	19/09/2022
MASIG	CLI 56B	Lowatta Road	3	Vacant maintenance in progress - HCV	Tender Submitted to QBuild in April 2021. TSIRC never received a PO to commence these works.	24/08/2020
MER	CLI 48	Marou Road	1	Vacant maintenance in progress	In progress	26/12/2024
MER	CLI 145	Marou Road	4	Vacant maintenance in progress	In progress	26/12/2024

MER	CLI 705	Marou Road	4	Vacant maintenance in progress	In progress	23/12/2022
PORUMA	CLI 66	William Street	3	Vacant maintenance in progress	In progress	17/01/2025
WARRABER	CLI 22	Aikuru Street	5	Vacant maintenance in progress	In progress	25/07/2024

****Please note that all the vacant properties will be discussed at the JOM (Joint Operational Meeting) with QBuild and Housing****



REGIONAL MANAGER MONTHLY REPORT – May 2025

Division	Boigu/Mabuiag/Badu/Kubin/St Pauls/Hammond/Iama/Warraber – Peli Ware
Reporting Period:	1 st May 2025 – 31 st May 2025
Prepared by:	Regional Manager Peli Ware

General

- OP Plan Objective – SOP – In progress Accommodation Procedure, Facility/Vehicle Hire to be reviewed by Corporate.
- Cleaner PA Draft uploaded in H Drive ready to use for Annual Performance Appraisal
- Draft Customer Service Etiquette pending EDCS review
- RM Visits to Divisions to be scheduled – Estimate Travel Date: Boigu 1st April – 3rd April, Badu TBC due to Sorry Business, Warraber: TBC DM on medical leave.

HR/PWB

Performance Appraisals still outstanding due to other work commitments and staff on leave this month.

Vacant Position		Regional Manager Comments
MSAO – Badu PT		Vacant
Cleaner – Hammond FT		Completed – Successful Candidate Appointed
Cleaner – Mabuiag PT		Appointment Phase with Successful Candidate.
Higher Duties		
Divisional Manager - Kubin		PT MSAO backfill role until 30 th May 2025

General

		Regional Managers Comment
Local Fares Scheme – accurate and submitted to localfarescheme@translink.qld.gov.au for reporting period. Including corrective actions or submission of audit requests. 1. Mismatch Reports are not received until 1 st of the new Month.	☒	1. Boigu – 30.05.25 4. Mabuiag – 30.04.25 5. Badu– 30.04.25 6. Kubin – 31.05.25 7. St Pauls – 30.05.25 8.Hammond – 30.05.25 9. Iama – 30.05.25 10. Warraber – no confirmation
Services Australia – Monthly Customer Traffic date submitted via online portal including additional requests ie Training; Request for Information in line with contract. 1. New Pre-Engagement Pack pending – Boigu pending 2. 24/25 Host Online Training – 3. 24/25 Agent Specified Personnel Online Training completed – 4. Contracted hours amendment – no change 5. Site hours amendment – no change 6. Access Point Site – Stephen (Ugar) 7. Agent Site – Saibai, Warraber, St Pauls, Mabuiag, Kubin, Mer, Erub, Masig, Boigu, Dauan	<div style="margin-bottom: 10px;"><input type="checkbox"/></div> <div style="margin-bottom: 10px;"><input checked="" type="checkbox"/></div> <div style="margin-bottom: 10px;"><input type="checkbox"/></div> <div><input checked="" type="checkbox"/></div>	1.Boigu -Nil Record 4.Mabiuag - 30.04.25 5. N/A – BIF is site agent on Badu 6. Kubin – 09.06.2025 7. St Pauls – 30.05.25 8.Hammond N/A 9. Iama – 04.06.2025 10.Warraber – No DM Report Pre-engagement Packs to be completed by all new divisional staff and follow up with incomplete forms – RM Moka taking lead with this and liaising with Agent Services. Staff are not meeting deadlines and/or requests to complete engagement packs.



REGIONAL MANAGER MONTHLY REPORT – May 2025

8. Service Australia EOI – Mer		
Torres Strait Treaty Boigu – working closely with ABF on a daily basis – DM to commence monitoring and providing additional approved treaty paperwork for reporting purposes.		3 Patient Boats only for Boigu – Border Closure still in effect.

COMMUNITY DISASTER MANAGEMENT

Community Disaster Management Plan – CDMP is current and accurate 1. Contact List Update 2.	<input checked="" type="checkbox"/>	All Cluster CDMP is current and accurate.
CDMG Stakeholder Meeting – twice per year (Pre/Post monsoon wet season)	<input type="checkbox"/>	No report
CDMP Meeting with Eunice <ul style="list-style-type: none"> Division 1 DM & DEO – during visit to Boigu 2nd – 4th April 2025 		Weather Warnings issued to DMs and DEOs for awareness and distribution
SAT Phone – tested and in working order <i>Badu – Sat Phone Battery Inactive – awaiting replacement battery. LCDC to organise and dispatch from St Pauls > Badu and Ugar. - task incomplete in April</i>	<input checked="" type="checkbox"/>	Cluster SAT Phones tested and working. – Issue for Division 5 incomplete/Badu Communication delay flagged as ongoing SAT Phone & HF Radio testing on going. Refer LCDC Engineering Report
HF Radio – tested and in working order <i>Cluster Team completed except for Badu</i>	<input checked="" type="checkbox"/>	Divi 1 Div 4 Div 5 - Div 6 – Waiting Replacement Handset Div 7 –



REGIONAL MANAGER MONTHLY REPORT – May 2025

		Div 8 Div 9 – Div 10
Situation Report (if any) – <i>provided to Disaster Coordinator</i>	<input checked="" type="checkbox"/>	No SITREP for April received – refer LCDC reporting with Engineering
No SITREP received from DMs for any Incidents for this month.		

FINANCE

Daily Stock Reconciliation – <i>updated to end of month; signed and filed. (discrepancy to be noted below in comments)</i>	<input type="checkbox"/>	Attention to Detail with Data Entry and signing off not met within 4 divisions as at the end of the month. All Cluster has completed DSR effectively – Badu requires signing off and Kubin to address fuel variance for March/April
EFTPOS Operation – <i>tested and in working order</i>	<input checked="" type="checkbox"/>	All POS machines are operational and can provide MOTO service if required.
Accommodation Reconciliation – <i>updated to end of month; signed and filed. (discrepancy to be noted below in comments)</i>	<input checked="" type="checkbox"/>	On-going - Outstanding and Backlog Action Items RMs and Bana to work with team and close off outstanding action items within 1 week.
Purchase Orders – <i>IPO's goods receipted; Invoice Requests raised for external PO's and Stock Rec is cross-referenced</i> <i>Recommendation: Ongoing Training Sessions for MSAOs and Procurement Team</i>	<input checked="" type="checkbox"/>	Procurement Training still required for Staff. Emailed Purchasing Process sent to Staff Members – Ongoing training is needed: PRIORITY ACTION ITEM FOR 2025 not yet actioned
DocFiles – <i>all DocFiles are posted and scanned to ECM with Daily Summary and filed together with Fuel Register</i>	<input checked="" type="checkbox"/>	Attention to Detail with completing tasks. Doc Files Monitoring required <ul style="list-style-type: none"> Doc File with EFT Summary attached with two digital signatures to be



REGIONAL MANAGER MONTHLY REPORT – May 2025

		uploaded.- ongoing spot checks by RMs each month
Gas Register – updated to end of month accurately and reconciles with Stock Rec Fleet Management to implement a process – Follow Up required with progress on a new and revised register	<input checked="" type="checkbox"/>	Manual record by divisions. To be implemented across all divisions Fleet Team to progress Remains Incomplete
Fuel Operation/Reporting – Recommendation: Fuel Information to be shared with all 3 RMs collectively going forward	<input checked="" type="checkbox"/>	Kubin – Major Variance detected – No Record Keeping with Fuel Dips provided by Engineering Team – 196ltr Diesel still outstanding – Bana to investigate with team and close off by 1 st week of May – Incomplete, St Pauls –Cr Levi to table at OM meet – support for 24hr access to alleviate extra duties from EOs. – Update required from Councillor if supported.
Divisional Engagement Fund Acquittal – acquittal submitted to Events@tsirc.qld.gov.au with supporting documentation	<input checked="" type="checkbox"/>	DMs to better plan events and submit application in a timely manner – reiterated at Cluster Catch up - Outstanding Boigu and Badu
Accommodation Register – All guests and payment details are entered and accurate; IRFs raised and cross-referenced to Stock Rec.	<input checked="" type="checkbox"/>	Ongoing monitoring by Bana/RMs to review 30.05.25 – Refer Bana's May Report attached
Helicopter Subsidy – bookings paid and processed with GBR. Booking data entered in Helicopter Subsidy inbox/ calendar and Ugar Div 13 calendar.	<input checked="" type="checkbox"/>	N/A
Helicopter Subsidy – bookings paid and processed with GBR. Booking data entered in Helicopter Subsidy inbox/ calendar and Dauan Div 02 calendar.	<input checked="" type="checkbox"/>	N/A
Helicopter Subsidy Acquittal – reconcile monthly booking sheets/helicopter manifest and supplier tax invoice for payment.	<input checked="" type="checkbox"/>	N/A



REGIONAL MANAGER MONTHLY REPORT – May 2025

HUMAN RESOURCE:

Timesheets – Accurate recording of work times on timesheets; and timely submission to Payroll.	<input checked="" type="checkbox"/>	Staff awareness of leave types and submission timeframe needs to be improved, still requires follow ups > not prioritised each week unless a reminder is sent. Recommendation that late timesheet be processed in the next pay run or special payrun. Staff file note recorded accordingly Recommend council certified agreement 2021 document used to raise awareness/ educate staff.
LAF – submitted		Leave to be consistent with Leave Policy including Bereavement Leave. DMs to make an informed decision when approving leave for business continuity purpose – Not managed properly – May had staff shortage where offices were closed for lunch breaks, DMs to take into consideration business continuity of services – B/Leave to be reassessed by DMs – relationship of deceased - work with PWB
HR Forms (Higher Duties; LAFs; VAFs) – completed and sent to Regional Manager	<input checked="" type="checkbox"/>	Kubin – Higher Duties for PT MSAO to backfill Kubin DM role until 13 th June. – extension may be considered if FWA is not supported for Kubin DM Tomsana.
Investigation / Complaints – Matter is finalised and file notes sent to People & Wellbeing or Regional Manager.	<input checked="" type="checkbox"/>	Boigu – Cleaner – Staff Performance Kubin – PT MSAO – work attendance – Mon Kubin – Cleaners – monitoring of absence/motel cleaning performance Warraber – Misconduct – Div Admin Staff – Olive yet to address and provide a report – not actioned



REGIONAL MANAGER MONTHLY REPORT – May 2025

Tribal Habits – Divisional Admin staff still to finalise modules on Tribal Habits for the reporting period.	<input checked="" type="checkbox"/>	eLearning – Outstanding Cluster Tribal habits to be completed – Flagged by Training Department
MANGO – Online training/ report submission	<input checked="" type="checkbox"/>	All Safety Concerns and issues to be addressed on Mango in the first instance
First Aid Kit – Stock replenished, and register is updated to reflect use.	<input type="checkbox"/>	No issues

REPAIRS & MAINTENANCE (R&Ms)

R&Ms – all R&Ms for the month are reported on TechOne. Outstanding R&Ms are followed up with BSU	<input checked="" type="checkbox"/>	Interim Arrangement – R&M budget managed by BSU addressing priority works. Other WR will be addressed in new FY. – Motel
Hazard Reports – submitted and filed. Necessary follow up undertaken.	<input checked="" type="checkbox"/>	Boigu – Motel Cleaniless complaint Kubin – Kitchen Motel Cleaniless – Green Algae on wall

MEETINGS

Community Meeting Dates:

Div 1 Boigu – Nil
Div 5 Badu – Nil
Div 9 Iama – Nil
Div 4 - Nil
Div 6 Kubin – Nil
Div 7 St Pauls – Nil
Div 10 Warraber – Nil

COMMUNITY PROJECT – ON HOLD

Division	Project	Update - Require Additional Funding Support – Liaise with Assets
Div 4 Mabiug	ANZAC Memorial Site	Access to Financial Support through Trustee Funds – Executive Director to advise on way forward with Divisional Manager. – Monitor for progress and assist DM
Div 5 Badu	Anzac Memorial	Follow Up Discussion with DM on progress of project – Grant Funding Secured



REGIONAL MANAGER MONTHLY REPORT – May 2025

Div 6 Kubin	Anzac Memorial	Follow Up Discussion with DM on progress of completion of Memorial Project Outdoor Basketball Court Upgrade – Follow Up with Assets Team – Yet to progress with Assets
Div 7 St Pauls	ANZAC Memorial Stadium	Follow Up Discussion with DM to establish progress of Project; DM to arrange to send Plaque back to supplier to amend incorrect spelt surname and add additional veteran names; Community Resolution and Stakeholder Engagement required for way forward
Div 7 St Pauls	ANZAC Memorial Site	Incomplete – Memorial Plaque to be sent back to supplier to fix spelling errors and add two more names – Community Resolution to be passed at a CIS for additional names. Seaswift Quote secured at HOCs request. Yet to liaise with a Supplier for a quote for additional change. Outstanding task. Meet with Cr. Levi 6.03.25 to progress. Not actioned
	Waterfront Gazebo x 3	Replace Roofing Iron Sheets and Installation of In-ground Benches – Project to be in partnership with Mualgal Rangers – Not Actioned – DM advised General Maintenance only will be carried out. Follow Up Required. No further discussion to progress project
	Community Sports Oval	Follow up with Wayne Green (BSU) on progress of proposed fencing
Div 9 Iama	TBC	
Div 10 Warraber	TBC	
Kubin	Outdoor Basketball Court Upgrade	Follow up with Assets Team progress/timeframe of upgrade



REGIONAL MANAGER MONTHLY REPORT – May 2025

	GBK Office	Follow up with Assets Team progress of Collapsed Ceiling in GBK Lease Office Space – Outstanding Works. RM to discuss issue with Assets on progress with this Public Amenities Works is outstanding – 12+ months
	Airport Toilets	

2025 COUNCIL GENERAL MEETING DATES:

Dates of OM Meeting Dates as per Notification

The Summary below for the month of April 2025 highlights key achievements, areas of improvement and recommendations.

SUMMARY – DIVISION 1 BOIGU

Reporting Performance

- DM Reporting requires additional support and mentoring with data input to address backlogs.
- DM is currently tracking well in her role – staff poor attendance impedes operations and action items being addressed in a timely manner

Team Performance

- Staff Attendance and Performance has been flagged as underperforming and requires additional support/training.- Informal Meeting to be scheduled
- DM to commence Toolbox Meets on Mondays – commenced in April – working closely with DM to address attendance/performance and work plan for each week – May Cleaner Poor Performance – Guest Complaint received – Probation review to be conducted
- Workplan Template and Cleaner Checklist Implemented. Checklist to be submitted with Timesheets each week. Same to apply to MSAOs to manage team performance.
- Facility Cleanliness identified, underresourced.. Accommodation and Community Hall – additional resources flagged and ordered and Vacuum, Retractable Garden Hose for Hall, Motel, Guesthouse and Office required. DM to purchase



REGIONAL MANAGER MONTHLY REPORT – May 2025

Challenges and Opportunities

- DM & DEO to work collaboratively to ensure DSR Fuel Data is captured daily and identified variance addressed immediately
- Cleaners to improve and work accordingly to workplan – *improvement still flagged in May*
- MSAOs to complete all DSR and Accommodation and work closely with Bana, RMs and DM – *Clara May to assist where required upon divisional visit*
- Ongoing Training for Staff across all processes – refreshers – Bana has been tasked to set action items weekly to achieve backlogs of IRFs with Accommodation.

Action Plan and Recommendation

- DM to follow up with all WHS Hazards in the Office – Ceiling in Conference Room and Mildew as priority – Flagged with Assets/BSU as priority items
- Staff to work closely with RMs and Bana to address all outstanding DSR/Accommodation works/discrepancies
- RM to check in with DM on Cleaner Work Performance with Facilities – Cleaner review cancelled and rescheduled – on sick leave

SUMMARY – DIVISION 4 MABIUAG

Reporting Performance

- DM complying with timely submissions of DM reporting this month. Timesheets submitted in a timely manner and Leave.
- Request to work in transit not permitted over a period of a week
- *Outstanding Key Registers and Community Meeting Dates not uploaded in H Drive*



REGIONAL MANAGER MONTHLY REPORT – May 2025

Team Performance

- Identified MSAO DHS Training incomplete x 1 – MSAO seconded to BSU

Challenges and Opportunities

- No Updates from DM
-

Action Plan and Recommendation

- Staff to work closely with RMs and Bana to address all outstanding DSR/Accommodation works/discrepancies
- 52 outstanding action items to be completed
- Chairs and Tables approved to be ordered by DM – OM Preparation
- 920LTR Commercial Fridge purchased for Community Hall – OM Preparation

SUMMARY – DIVISION 5 BADU

Reporting Performance

- Displays skillful time management with all reporting unless there is technical issues
- DSR for Badu addressed promptly and update sign off incomplete
- Sat Phone Check incomplete – Delay in reporting flagged by LCDC
- LFS – complete Team advised to ensure RMs are ccd into external reporting email for record.



REGIONAL MANAGER MONTHLY REPORT – May 2025

Team Performance

- Recruitment Activity in progress for Badu MSAO PT position transfer to FT role - **completed**
- Staff Performance Issue – Staff Performance monitored, file notes taken, support provided to staff, review workplan – Not adhering and actioning according to workplan
- DM actively engages in community events and stakeholder partnerships

Challenges and Opportunities

- Opportunity to reshuffle office spaces to accommodating returning staff/new staff – no update flagged in report
- Overall divisional staff support work in progress

Action Plan and Recommendation

- Partnership with Badu Art Centre Mural Project and TSIRC – Location: Airport Wall, TSIRC Council Building Fence and Badu Art Centre – DM to provide update once information comes to hand – no further update in May
- DSR Missing Data follow up to be addressed and signed off for May - Incomplete
- R&M Removal of Old Chiller/ re: New Community Hall Chiller Order is in place – not actioned - New Fridge purchased for community hall – dispatched via seaswift pending arrival in division.

SUMMARY – DIVISION 6 KUBIN

Reporting Performance

OUTSTANDING ACTION ITEMS INCOMPLETE

- DM is on extended leave until 30 May 2025 – Interim Arrangement – Acting DM on higher duties to oversee operations until
- **No Fuel Dip Readings captured for the month – email sent to DEO to address dip reading matters. Also, a follow up meet with RM and Bana Day Visit 17.02.2025 to division. 890ltr unaccounted internal fuel usage. Investigation is in process.- outstanding**
- Diesel 890ltr Variance of unaccounted fuel detected due to lack of record keeping. – DM & DEO to investigate and resolve – Fleet Management advised – Not resolved.

TSIRC

RM Monthly Report – May 2025



REGIONAL MANAGER MONTHLY REPORT – May 2025

Team Performance

- Staff Attendance/Leave Issue – DM to flag staff absences on Mondays – habitual – Meeting to be scheduled with MSAO
- Team Bonding required to improve Staff relationship to have more effective outcomes with overall operations as a team
- Tribal Habits – Outstanding – email circulated to follow up with Staff
- Ongoing Monitor/Inspection required for Aka Lizzie Nawia Motel – consistency with high standard of cleaning and maintenance – *Improvement required with Engineering Team to work with DM to schedule yard maintenance around perimeter of building – BSU to address R&Ms*

Challenges and Opportunities

- WEX Card Fuel Collection monitoring – Not in use/Emergency backup only – New Fuel Pods installed and Operational Internal Sales only (Diesel and ULP) – DM has approved Emergency Fuel this month.

Action Plan and Recommendation

- Follow up with Assets to get an update on Airport Toilet – follow up required – Alternate Use directed to RTC Facility should travellers require BRB.

SUMMARY – DIVISION 7 ST PAULS

Reporting Performance

- Demonstrated time management with register reporting however important issues are not addressed in a timely manner or raised to the RM or appropriate staff for further support. E.g. Vehicle misconduct, cleaner work performance
- DM no longer backfilling Kubin – Reporting for March/April DSR incomplete. Alternate arrangement for PT MSAO

Team Performance

- Staff meeting workplans/issue – Cleaner workplan to be reviewed to ensure assigned tasks are completed – *FOLLOW UP required*
- Staff not including DM in some decision making – *DM has been advised to engage and take leadership of role and team*
- Frequency in delay and postponing of meeting dates – *not actioned consistently – DM leadership performance*
- DM to frequent monitoring facility check and report R&Ms/Hazards accordingly – Yardie Creek Public Amenities not addressed with upkeep



REGIONAL MANAGER MONTHLY REPORT – May 2025

- *Communication to community not consistent – email and social media platforms only. Requests for Household Door Drops are not completed – Notices are left at IBIS to collect as an alternative.*
- *Team Building required as ongoing to build divisional team rapport – RM directed to progress and not delay*

Challenges and Opportunities

- Lack of Vehicles for Use by Team. RM sent request to Fleet Manager for additional Pool Vehicles for Moa due to high demand from external agencies visit – **No response from Fleet to date**
- Opportunity for Cleaner staff to be allocated a vehicle where facilities are driving distance separate for the Admin Vehicle.
- Outsourcing Centrelink to Interested Community Member – no further progress/discussion
- Extension to Office Space to cater for growing staff and IKC space

Action Plan and Recommendation

- Staff to ensure planned leave is in line with Leave guidelines as per certified agreement.
- Staff to ensure Door Drops of Notices as another method to increase community participation with community engagements and with external agencies services –

SUMMARY – DIVISION 8 HAMMOND

Reporting Performance

- DM complying with timely submissions of DM reporting this month. Timesheets submitted in a timely manner
- DM is currently tracking exceptionally well in her role

Team Performance

- *Staff Attendance – No issues raised*
- *ToolBox Meet – yet to implement (at DM discretion)*
- *Events planned, DEF submitted, Meetings scheduled and completed*
- *Hammond Office is one of the high performing team in the division*

Challenges and Opportunities

TSIRC

RM Monthly Report – May 2025



REGIONAL MANAGER MONTHLY REPORT – May 2025

- *Fleet and Fuel Management Training for team to be schedule in April.*
- *Management training in progress for DM*
- *Nil – RM & DM to schedule a catch up*



REGIONAL MANAGER MONTHLY REPORT – May 2025

Action Plan and Recommendation

SUMMARY – DIVISION 9 IAMA

Reporting Performance

- Fails to prioritise tasks effectively, resulting in missed deadlines and incomplete tasks. Continuous follow up required and at times dependency reliant on 1 MSAO – **DSR completed for May**
- Email Logins implemented to ensure staff are on time as per contractual hours and due to delay in Office opening hours complaints received from community.

Team Performance

- **DM to address staff performance issue with attendance, punctuality and work**
- **DM/MSAO leave to be planned so that there are 2 staff on ground.**
- **DM to frequent monitoring facility checks – Staff Support for Cleaners – *Cleaner performance flagged – DM to advise***
- **DM to create awareness of Kids in the workplace, work with HR and staff to educate on this matter on how we can best support our colleagues – *no update if addressed***

Challenges and Opportunities

- Punctuality with Staff - lack of time management to be addressed by DM (MSAO FT) ***no update on progress***
- Staff rearrange workstation and Staff FWA for Purchasing Officer – Child in the workplace – DM to speak to Fleet to determine arrangement and minimise disruption in the workplace

Action Plan and Recommendation

- Follow up with outstanding orders for Accommodation – Lounge Suites for Kokadal and Sundown required
- RM to work with DM to restructure office workspace arrangement and work responsibilities for MSAO and training for PT MSAO on upcoming RM visit Review PT MSAO hours – awaiting an update
- Mid-Year Review to be conducted on all Div Admin Staff
- 36 Outstanding Action Items to be addressed



REGIONAL MANAGER MONTHLY REPORT – May 2025

SUMMARY – DIVISION 10 WARRABER

Reporting Performance

- No Report received for May

Team Performance

- Flexibility with Cleaning Staff
- Poor Work Attendance with FT MSAO flagged previously – no update for May

Challenges and Opportunities

- Cleaner performance – Mature Aged Cleaners may need work flexible with hours

Action Plan and Recommendation

- 06.12.2024 – DM advised of serious inappropriate Conduct by Cleaner raised by Guest. Olive has been advised to investigate, have complaint in writing, seek HR advice before talking to Cleaner. – Cleaner was on Rec Leave at the time of conversation with DM. DM to provide update on actions taken once Cleaner is back on board. – **NOT ACTIONED**
- DM has taken medical leave in April – DM Poruma backfilled on Warraber for the duration of the leave
- Arrangement for Army Camp vs TI Concrete Project to be finalised – completed reschedule Accommodation upon advise from Army. Liaise with Cr Tamu.



REGIONAL MANAGER MONTHLY REPORT – May 2025

SUMMARY - Regional Action Items

- April focus is to continue measure effectiveness and ongoing general governance health check with staff, operations with customer service, reporting, and overall team performance. Finalise action items by 30th April as per 3month roadmap
- Scheduled Divisional Visit to Boigu April 2nd – 04th . Badu & Warraber yet to schedule in May 2025
- *Water Fountain Supply for Divisions – Follow up on progress with Management to address drinking water for staff and visitors in Divisional Offices – Follow up for Badu Office.*
- Community Projects on hold until further advice from Assets/BSU – WIP for Anzac Memorials Completion – Working with DMs. Will need to follow up with Assets/Tony
- Divisions where Peak Services Discussion around Playground and Gym Equipment meeting were not captured in DM Reports – *Follow up still required – Not actioned yet*
- All divisions are available to provide remote support for cluster if required
- **Policy and Procedures On-going - Review by Corporate and EDCS to be completed by 30th April 2025 – not completed – Accommodation Procedure in final draft**
- Cluster Divisions has demonstrated streamline populating all fields in the DSR – DMs are required to check daily fuel management – fuel dips are being conducted – Overall performance – refer to Accommodation & DSR Report for April
- IT assist with BYOD Mobilestar device options for HOC review – see attached – Still in progress. RM looking at an alternative purchase of handheld scanner in the interim.- *STILL IN PROGRESS WITH IT – Check with EDCS terms and conditions of Australia Post and if contract covers providing resources.*
- Australia Post Trial Scanner for 9 Torres Strait Communities: Mer, Erub, Kubin, Mabiug, Hammond, Boigu, Saibai, Iama, Warraber letter signed by respective DMs Trial to commence in June 2025 once resource is received.
- Tribal Habit Training ongoing – *Cluster not proactive in completing these. Individual Staff planning to improve*
- Key Registers for Cluster – 7 out of 15 completed exercise – Badu, Masig, Erub, Hammond, Mer, Saibai and St Pauls completed – *remains outstanding and not addressed in May*
- DMs to have training on process for reporting incidents eg break and enters. DMs to filter process to staff. To be captured at cluster meets 4th April 2025 - completed
- Recommend service to be contracted from Council through Services Australia EOI process. Create employment opportunity in divisions.
- Techone Training with BSA and RMs **completed** – How to Run and Read Budget Reports. Erub & Ugar non attendance - completed
- Briefing Note – Afterpay Service for TSIRC submitted to EDCS – extended to 14th April 2025 – submitted to EDCS



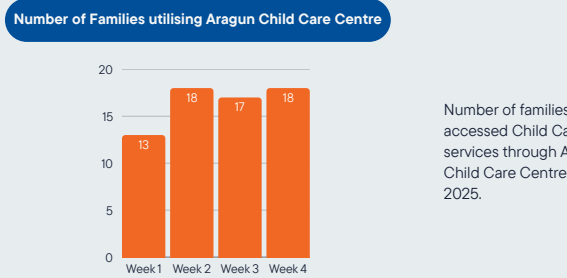
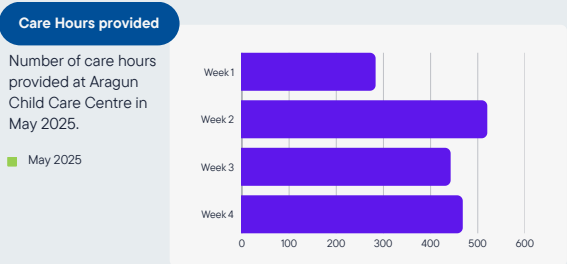
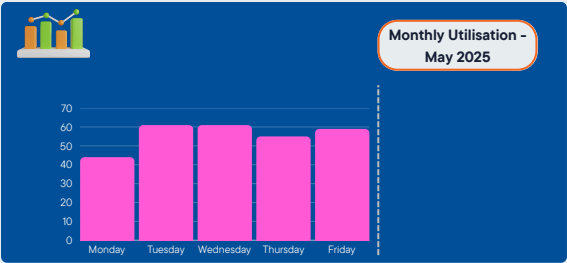
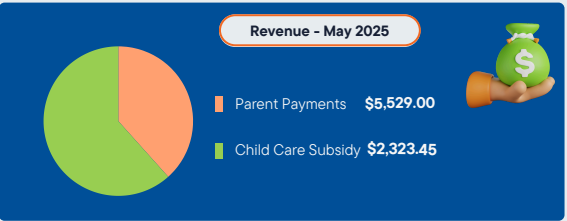
REGIONAL MANAGER MONTHLY REPORT – May 2025

- Debtors Meeting – Streamline IRF (Invoice Request Forms) process to ensure effective collection of accommodation revenue..Work with Financial > IRF Guide created for ED review and approval before distribution
- Implement Email Sign In for all Divisional Admin Staff effective 24th March to address work attendance, punctuality to start on time and where community members have advised Divisional Offices were not opening on time in some divisions.
- Divisional Visit to Boigu – with Bana and LCDC. – Address Action Item Backlogs, Bana to worked with MSAOs, RM meet with DM. LCDC meet with DM & DEO – Action Items for last financial year still outstanding. Bana to work with DM/MSAOs to delegate action items;
- Tribal Habits Training for Cluster DM/MSAO outstanding for May – ongoing
- PWB – Kubin & Boigu DMs to address Staff Performance Issues – outstanding for Megan Matthew (BGU) and Danutal Tomsana (Kubin)

Child Care Information Report - May 2025

Aragun Child Care Centre

This report provides an overview of Aragon Child Care Centre's operations for May 2025.



Training, Recruitment & Resignations



Training

■	Apprentices - Diploma in Early Childhood Education & Care	1
■	Trainees - Certificate III in Early Childhood Education & Care	4
■	Child Protection Training (completed)	1

Recruitment

- Nil

Resignations

- Nil



Grant Opportunities

Additional Sustainability Grant Funding



Notification was received from the Australian Government Department of Education on Friday 16th of May 2025, advising that Council's application for Additional Sustainability Grant funding for Aragon Child Care Centre was successful. Funding amount: \$162,914.00.

The key objectives of the funding use:

1. Enhance Service Viability and Sustainability
 - * Implementation of environmentally friendly practices.
 - * Optimisation of operational resources.
 - * Purchase of energy-efficient equipment and resources.
2. Address Community Barriers to Child Care Participation
 - * Improve affordability and accessibility for local families.
3. Increase Indigenous Children's Participation
 - * Deliver culturally sensitive, Aboriginal and Torres Strait Islander-led educational programs tailored to support the unique learning and development needs of the children attending the service.

Strategic Alignment with TSIRC Corporate Plan (2020-2025)

This initiative supports key strategic outcomes in the Council's Corporate Plan, particularly:

Strategic Priority 1 - Our People: Support and empower children, families and communities to access quality Early Childhood services, promoting lifelong learning and wellbeing.

Strategic Priority 2 - Our Islands, Our Environment: Promote environmental responsibility through sustainable practices and resource efficiency within Council-managed facilities.

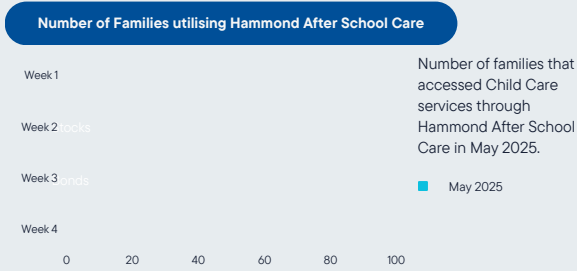
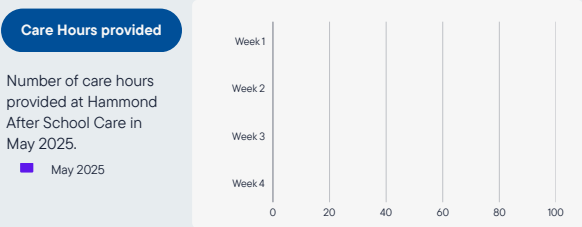
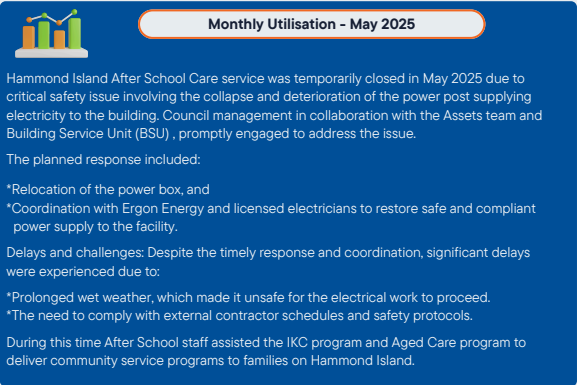
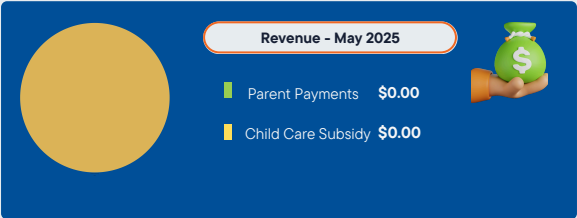
Strategic Priority 3 - Our Economy: Support local community employment and economic development by investing in infrastructure, services, and culturally appropriate programs that reflect the unique needs of our communities.

Strategic Priority 4 - Our Governance: Demonstrate strong leadership and partnership through the delivery of equitable, culturally safe services and reflect community priorities.

Child Care Information Report - May 2025

Hammond Island After School Care

This report provides an overview of Hammond After School Care’s operations for May 2025.



Training, Recruitment & Resignations

Training



■ Child Protection Training (completed)	1
■ Incident prevention and management	2

Recruitment

- Nil

Resignations

- Nil



Grant Opportunities

Additional Sustainability Grant Funding



Advice was received on Friday the 16th of May 2025, that Council's application for Additional Sustainability funding for Hammond Island After School Care service was successful. Funding amount - \$55,245.00.

The funding will be used to enhance the service's operational sustainability, improve access for families, and support culturally appropriate learning experiences for children on Hammond Island.

Key objectives of Funding use:

- 1.Strengthen Service Sustainability
 - *Implement environmentally sustainable practices.
 - *Upgrade resources and equipment to improve energy efficiency and reduce operational costs.
2. Improve Community Access to After School Care
 - *Reduce participation barriers by supporting more affordable and accessible care options for Hammond Island families.
3. Enhance Cultural Responsiveness
 - *Support delivery of culturally relevant programs, including Aboriginal and Torres Strait Islander-led educational and recreational activities that reflect local culture and language.

Strategic Alignment with TSIRC Corporate Plan (2020-2025)

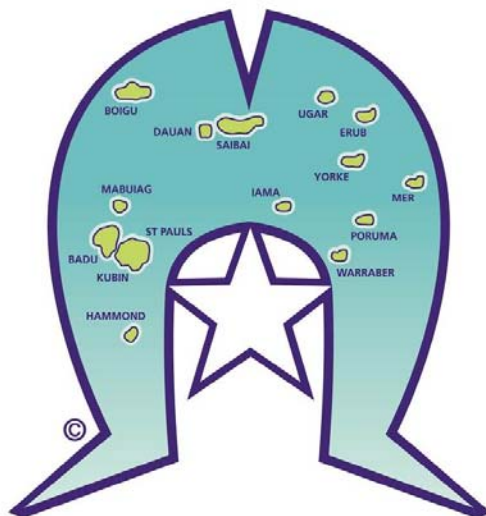
This project aligns with several strategic outcomes in the TSIRC Corporate Plan:

Strategic Pillar 1 - Our People: Support children and families through improved access to quality care and educational services that enhance learning and social outcomes.

Strategic Priority 2 - Our Islands, Our Environment: Promote sustainability through the use of energy-efficient practices and environmentally conscious service delivery.

Strategic Priority 3 - Our Economy: Support local employment and skill-building opportunities by investing in community services and infrastructure.

Strategic Priority 4 - Our Governance: Demonstrate strong leadership in securing external funding to deliver place-based culturally responsive services.



Torres Strait Island
REGIONAL COUNCIL





Month	May 2025
Date submitted	05 th of June 2025
Team	Environment and Health
Manager	Ewan Gunn

Corporate, Operational and Community Services Business Plan alignment

Corporate plan objective	Issue	Recommendation
Outcome 2: Our communities are safe, healthy and active.		
2.2 Advocate for greater solutions to unregistered or unsolicited community visits, border movements and intruders.	<ul style="list-style-type: none"> • Work with key agencies and partners to investigate key community security and surveillance opportunities. 	SOP
2.3 Facilitate community-led strategy for public social behaviour concerns.	<ul style="list-style-type: none"> • Work with each community to understand applicable public social behaviour concerns and facilitate recommendations with key agencies. • Work with key partners to investigate and advocate for programs that facilitate safe places and/or houses. • Partner with key agencies to develop more culturally aligned community education programs. 	Develop policy and stakeholder relationship
2.6 Enable a positive nutritional culture and sustainable food sourcing.	<ul style="list-style-type: none"> • Facilitate access and assistance to Community Gardens. • Facilitate access and support program for home produce production. • Facilitate delivery of food safety and healthy eating educational materials. 	
Outcome 4: We are a transparent, open and engaging council.		
4.3 Ensure community advocacy and engagement at all levels of government.	<ul style="list-style-type: none"> • Work with Community to provide a regional legal framework which addresses both State and Traditional Lore requirements. 	Community meetings and strategic engagement Moa horse program (TSRA&TSIRC) community engagement.
Outcome 8: We manage council affairs responsibly to the benefit of our communities.		
8.3 Develop a service delivery excellence model.	<ul style="list-style-type: none"> • Define departmental customer and general service level metrics. • Investigate community expectations on service levels and fee for service appetite. 	Develop community service request policy and procedures
Outcome 9: We actively reduce our environmental footprint and manage our resources sustainably.		
9.2 Evolve waste management through recycling and reuse strategies.	<ul style="list-style-type: none"> • Coordinate waste management activities through landfill, transfer station and recycling opportunities. • Facilitate regional clean-up and investigate long-term solutions for bulk waste, car bodies and whitegoods. • Investigate sewer bio-solids and grey water reuse opportunities. 	Participate in Great Northern Clean up Reconvene waste management working group to draft strategy





		Illegal Dumping program
		Combined workshop
9.3 Ensure a safe and sustainable drinking water program.	<ul style="list-style-type: none"> • Active management of the water delivery system including on-line meter reading. 	Water management plans and structured auditing EHW water testing training Education and awareness for water conservation
9.4 Ensure effective environmental health management practices.	<ul style="list-style-type: none"> • Development and execution of pest management plans. • Work with key partners and agencies to further implement Biosecurity Plan and controls. • Work with individual communities to identify areas for cultural cutting and cleaning places. • Facilitation of domestic animal health checks. • Develop coordinated warning systems associated with health outbreaks. 	<p>Ongoing, (biosecurity plans)</p> <p>Biosecurity working Group</p> <p>Expert Reference Panel Aboriginal and Torres Strait Islander Environmental Health</p> <p>TSRA and PBC, TO collaboration</p> <p>Active response to dengue and Malaria Outbreaks</p> <p>Qld health & TSIRC collaboration with Healthy Housing</p>
Outcome 10: We advocate and foster regional prosperity through enterprise development.		
10.3 Develop a visitor management strategy.	<ul style="list-style-type: none"> • Investigate and refresh council's existing visitor management process and implementation roadmap. 	Consultation, education, and awareness
Outcome 11: We invest in the retention of key skills within our region.		
11.1 Advocate and facilitate key programs that retain and introduce employment or contracting within communities. implement council's Indigenous Procurement Policy	<ul style="list-style-type: none"> • Facilitate study into key skill opportunities and development models. • Grow council's existing apprenticeship and traineeship program. • Work with relevant partners to ensure employment models exist post apprenticeship or traineeship. 	Establish professional development plan for EHW. Support and promote trainee and shadowing
11.2 Refresh council's procurement policies.	<ul style="list-style-type: none"> • Develop and implement council's Indigenous Procurement Policy. 	Include Biosecurity requirements in policy and tenders
Outcome 12: We bring opportunity to our region and put our culture on the world stage.		
12.1 Develop a world class model for festivals and event delivery	<ul style="list-style-type: none"> • Facilitate the development of an international cultural festival, hosted within region. 	Develop Policy, local laws , procedures and fact sheets.





	<ul style="list-style-type: none"> • Work with key partners to deliver sporting and recreational festivals within region. • Work with applicable stakeholders and agencies to facilitate the development of key industry & career market day events within region. 	
Operational Plan Objective		Recommendation
23. Food Safety: - Community Education & Awareness - Licensing Program Stage 1 – Commercial premises - Licensing Program Stage 2 – Community licences	Waiting on changes to legislation that will close loop holes and provide equity.	Online food safety training on going
24. Education and Awareness on Water Sanitation, Waste Management and Sewerage	Waste Management: Landfills Construction and commercial waste Great Northern Clean up	On going Promote Blue and brown card training
25. Mosquito Management: - Inspection, Albopictus Survey - Education, Awareness, Control Activities - Assist the Dengue Action Response Team (DART) - Implement Mosquito Management Plan	Mosquito Management Plan developed and implemented	On going
26. Implement Biosecurity Plan & Strategy	Biosecurity control plan Consultation	Review Plan Fee For service DPI ELGBC grant
27. Animal Management: - Domestic Animal Compliance - Veterinary Services - Compliance & Enforcement Program	Schedule Vet visit Moa Horse program? Parasitic efficacy trial (AMRRIC)	Vet Cert IV Animal Control and Regulation
28. Environmental Health Worker Development & Certification Program(s)	Scheduled and programmed training and workshops	Workshop scheduled for Cert 4, PMT
Community Services Business Plan		TBA

Finance

Budget	YTD Budget	YTD Actuals	Issue	Recommendation
TSIRC Service Agreement with Qld Health	\$2.6m		EOFY	6 monthly Performance and financial reporting completed
Other sources Pest treatments Infringements	TBA	\$6846		Invoices to be prepared Expand and promote service Review cost
Biosecurity grant submission	\$90K	\$60K		SEHW to undertake duties
DES illegal dumping	\$170K	\$0	Contract finished	Contract to be renewed/ varied/extended
DAF fee for service	\$0			
Austerity measures	Issue		Recommendation	
Cost saving opportunities	Limit services provided		Not recommended	
Transport alternatives	Limited vehicle availability		Bicycles and carts costings	
Revenue raising opportunities	Expand pest management services to include timber pests Promote pest management services Fee for service		Fit for purpose vehicle required	





Human Resources

Incumbent name	Position title	Position number	Recommendation
Andrew Akiba	Environmental Health Worker: Warraber		Appointed to 30/06/2027
Naseli Tamwoy	Environmental Health Worker: Badu		Appointed to 30/06/2027
Justin David	Environmental Health Worker: St Pauls		Appointed to 30/06/2027

Training and Development

Training	Location	Participiants	Dates	Comments
Certificate IV Animal Control and Regulations	Online	Cassandra Saylor, Adria Faud, Jacob Akiba, David, Geary Bann, Ezra Kris, Moses Kudub, Aquilla Gela, Karyche Bowie, Richard Gela	ongoing	Final face to face block at Bamaga Feb 2025

Physical resources

Property description	Issue	Recommendation
Chemical storage across all divisions	Non compliance	Establish strategic plan to construct fit for purpose infrastructure across all Divisions
Vehicle	Availability	Issues

Public relations

Division	Issue	Recommendation
Risks	Update of website required, SPER process	Reporting as per process
Opportunities	Promotion of EHW, establish service request process	Seek support from engagement
Saibai/Boigu	Malaria outbreak , EHW response assistance	

Coordinator EHW – Overview:

- Ewan Gunn on leave from 21.04.2025 – 13.05.2025
- EHW vehicle provision still an issue on several Divisions – Vehicle not suitable for:
 - Erub (single cab, issues with the vehicle – engine & smoke light on, vehicle will run on flat roads but going up hills its almost idle speed),
 - Boigu (vehicle is currently tagged out and they have limited vehicles on Boigu, Boigu requires a 4WD)
 - Saibai (2WD not suitable for some muddy/boggy areas where surveillance is done)
 - Badu (aged vehicle, still leaks when it rains, currently tagged out – Engineering has given a spare vehicle to utilise whilst vehicle is tagged out)



- Poruma – no vehicle
 - Kubin – tagged out
-
- Animal Management issues on Besi (allotments with more than 2 dogs), Wug (horses and dogs), Poruma (dogs & rats), Ugar (dogs), Badu (dogs), Kiriri (feral pigs)
 - Vacancy – we currently have a vacancy at Ugar, with the position closing on 10.06.2025
 - 16.05.2025 Ewan Gunn, Kathy Cochran and myself had a deputation with the Mayor, Councillors and CEO about the Environmental Health Program, Roles and Responsibilities of EHWs and recommendations
 - 19 – 23.05.2025 10 EHWs conducted their first block of training on Poruma for Cert III in Indigenous Environmental Health with CooTos Enterprises & Mining Skills Australia
 - Cases of Malaria confirmed on 19.05.2025 on Saibai. EHW Jacob Akiba had done vector spraying prior to confirmation of outbreak, as there was sorry business on the island and to protect families in whilst in mourning. The vector team arrived on Saibai on 20.05.2025 and conducted vector spraying to the rest of the community. Issues were raised concerning drainage blockage near airstrip, this has been raised with the DEO.
 - There are still issues across all divisions with landfills being burned and contractors dumping.

Program Management Support Officer update:

Pest Management Update:

The team have been working collaboratively with the BSU team to complete outstanding pest jobs before the end of the financial year. Majority of our new staff have completed the PMT course and are now in the process of completing their practical logbook before they can be signed off to then apply for their PMT Licence.

The Team have also been attending to pest management jobs for external agencies. Funds generated from these, go towards the purchase of chemicals and equipment.

Infringement Update:

TSIRC Authorised officers' best practice is to issue an infringement notice as a last resort. This is done after they have exhausted all avenues to engage with pet owners about their obligation as responsible pet owners, conduct community education and awareness and giving every opportunity for people to comply with our local laws.



ENVIRONMENTAL HEALTH STATISTICAL CLUSTER REPORT – MAY 2025
SEHW – Cassandra Saylor

	MASIG	BESI	UGAR	ERUB	
DOG					
TOTAL NUMBER OF DOGS	16	52	0	73	
NEW REGISTRATIONS	0	0	0	0	
CATS					
TOTAL NUMBER OF CATS	5	7	0	20	
NEW REGISTRATIONS	0	0	0	0	
HORSES					
TOTAL NUMBER OF HORSES	0	0	0	0	
NEW REGISTRATIONS	0	0	0	0	
CHOOKS					
TOTAL NUMBER OF HENS & CHICKS	0	0	0	3	
TOTAL NUMBER OF ROOSTERS	0	0	0	2	
TOTAL NUMBER OF DUCKS	0	0	0	0	
COMPLIANCE					
NON-COMPLIANCE FOR DESEXING	2	4	0	31	
NON-COMPLIANCE FOR MORE THAN 2 DOGS/CATS PER ALLOTMENT	0	3	0	5	
OTHER NON-COMPLIANCE- OVERGROWN ALLOTMENT, ANIMALS WANDERING AT LARGE, ETC	5	0	0	9	
NUMBER OF VERBAL WARNINGS ISSUED	5	5	0	5	
NUMBER OF INFRINGEMENT NOTICES ISSUED	0	4	0	0	
NUMBER OF WARNING LETTERS ISSUED	5	4	0	0	
INTER-ISLAND ANIMAL TRANSFER	0	0	0	0	
ANIMAL MANAGEMENT AWARENESS					
MEETINGS	2	4	0	0	
ONE-ON-ONE	5	4	0	0	
FLYERS/POSTERS	2	2	0	0	
VET VISIT	0	0	0	0	
ANIMAL COMPLAINTS/ATTACKS	0	0	0	0	
TREATMENTS – MANGE/PURPLE SPRAY/ETC	0	0	0	1	
TICK TREATMENTS	0	2	0	0	
EUTHANISE	0	2	5	0	
FERAL/PEST ANIMAL MANAGEMENT	0	0	0	0	
FOOD SAFETY					
NUMBER OF FOOD SALES FOR THE MONTH	3	1	0	11	



PERMITS ISSUED	0	1	0	0	
FOOD ACT LICENCES	0	0	0	0	
FOOD SHOP INSPECTIONS	2	2	0	0	
COMPLAINTS	0	0	0	0	
FOOD RECALLS/ISSUES	0	0	0	0	
FOOD SAFETY AWARENES					
MEETINGS	0	1	0	0	
ONE-ON-ONE	3	1	0	8	
FLYER/POSTER	0	2	0	0	
FOOD SAFETY AWARENESS	0	0	0	0	
IM ALERT FOOD SAFETY COURSE	0	0	0	0	
BIOSECURITY					
SURVEILLANCE	3	7	0	2	
BARGE DELIVERY INSPECTION	1	2	0	4	
EDUCATION AND AWARENESS	0	2	0	0	
WASTE/WATER & LANDFILL SURVEILLANCE					
WATER RESERVIOR – SAMS/BORE WELLS/ETC	1	0	0	0	
WATER TESTING – CHLORINE & PH	4	0	0	0	
WASTE WATER SYSTEMS	2	0	0	0	
OVERGROWN ALLOTMENTS/DISUSED MATERIALS	0	1	0	0	
LANDFILL	5	3	0	4	
ILLEGAL DUMPING	0	0	0	0	
WATER & WASTE MANAGEMENT EDUCATION/AWARENESS/PROMOTION					
ONE-ON-ONE	0	0	0	0	
MEETING	0	0	0	0	
POSTER/FLYER	0	0	0	0	
WATER EDUCATION/AWARENESS & PROMOTION	0	0	0	0	
PEST MANAGEMENT					
INSPECTIONS	0	0	0	4	
TREATMENTS – YARDS/FLEAS/TICKS/SPIDERS/ETC	0	0	0	5	
AWARENESS	0	2	0	0	
CLEAN UP	0	1	0	0	
FEE FOR SERVICE TREATMENTS	2	0	0	0	
VACANT HOUSES	0	1	0	0	
GERNERAL HOUSE	2	3	0	0	
OTHER	0	1	0	0	
HOUSING					
INSPECTIONS	0	0	0	0	
EDUCATION AND AWARENESS	0	0	0	0	
RAINWATER TANK INSPECTION	1	0	0	0	
YARD INSPECTION	0	0	0	0	
OTHER	0	0	0	0	
ENVIRONMENTAL HEALTH EDUCATION/AWARENESS, PROMOTION46, ENGAGEMENT & TRAINING					

HYGIENE	0	0	0	0	
OTHER – SPECIAL PROJECTS (DE-CARBONIZATION/PARASITE RESEARCH/TRAINING ETC)	1	0	0	0	
MEETINGS ATTENDED	2	2	0	7	
HEALTH CENTER VISIT					
NUMBER OF VISITS PER MONTH	0	1	0	1	
HEALTH CENTRE CONCERNS	0	1	0	0	

GENERAL COMMUNITY OUTCOMES	
MASIG	(ISSUES & CONCERNS) <ul style="list-style-type: none"> NIL
	(POSITIVE NEWS) <ul style="list-style-type: none"> NIL
BESI	(ISSUES & CONCERNS) <ul style="list-style-type: none"> Council infrastructure needs to be maintained e.g. cut grass regularly, road side clean up foot paths
	(POSITIVE NEWS) <ul style="list-style-type: none"> Dog owners are willing to comply with local animal laws
UGAR	(ISSUES & CONCERNS) <ul style="list-style-type: none"> EHW Tamyka Stephen resigned. Resignation effective as of 22.06.2025
	(POSITIVE NEWS) <ul style="list-style-type: none"> Vacancy already out and will close on 10.06.2025
ERUB	(ISSUES & CONCERNS) <ul style="list-style-type: none"> With ADF currently in community with heavy vehicle and with the location of the project, need to have more awareness signs to be safe whilst driving and walking. Blind corners point especially grass and bushes needs to be trip and cut with ADF vehicle constantly running back and forward from the Stadium to Badog site (located between the health centre and Anglican church)
	(POSITIVE NEWS) <ul style="list-style-type: none"> EHW vehicle is with the mechanic Travel to Poruma to start new training Cert 3 Ind. Environ. Health 19th-23rd May. Didn't have to euthanise any pets this month Collecting and doing more surveillance for invasive weeds etc.



ENVIRONMENTAL HEALTH STATISTICAL CLUSTER REPORT – MAY 2025
SEHW – Moses Kudub

	ARKAI	KIRIRI	MER	WUG
DOG				
TOTAL NUMBER OF DOGS	0	52	70	50
NEW REGISTRATIONS	0	0	0	0
CATS				
TOTAL NUMBER OF CATS	0	6	2	0
NEW REGISTRATIONS	0	0	0	0
HORSES				
TOTAL NUMBER OF HORSES	0	0	0	0
NEW REGISTRATIONS	0	0	0	0
CHOOKS				
TOTAL NUMBER OF HENS & CHICKS	0	4	0	12
TOTAL NUMBER OF ROOSTERS	0	2	2	6
TOTAL NUMBER OF DUCKS	0	0	0	0
COMPLIANCE				
NON-COMPLIANCE FOR DESEXING	0	3	13	0
NON-COMPLIANCE FOR MORE THAN 2 DOGS/CATS PER ALLOTMENT	0	0	3	1
OTHER NON-COMPLIANCE- OVERGROWN ALLOTMENT, ANIMALS WANDERING AT LARGE, ETC	0	0	3	0
NUMBER OF VERBAL WARNINGS ISSUED	0	1	5	3
NUMBER OF INFRINGEMENT NOTICES ISSUED	0	0	0	1
NUMBER OF WARNING LETTERS ISSUED	0	0	0	0
INTER-ISLAND ANIMAL TRANSFER	0	0	1	0
ANIMAL MANAGEMENT AWARENESS				
MEETINGS	0	0	0	0
ONE-ON-ONE	0	1	0	0
FLYERS/POSTERS	0	0	0	0
VET VISIT	0	0	0	0
ANIMAL COMPLAINTS/ATTACKS	0	0	3	0
TREATMENTS – MANGE/PURPLE SPRAY/ETC	0	0	0	0
TICK TREATMENTS	0	0	0	0
EUTHANISE	0	0	0	0
FERAL/PEST ANIMAL MANAGEMENT	0	3	0	0
FOOD SAFETY				
NUMBER OF FOOD SALES FOR THE MONTH	0	0	2	0
PERMITS ISSUED	0	0	0	0



FOOD ACT LICENCES	0	0	0	0
FOOD SHOP INSPECTIONS	0	0	2	0
COMPLAINTS	0	0	1	0
FOOD RECALLS/ISSUES	0	0	0	0
FOOD SAFETY AWARENES				
MEETINGS	0	0	0	0
ONE-ON-ONE	0	1	0	0
FLYER/POSTER	0	1	0	0
FOOD SAFETY AWARENESS	0	0	0	0
IM ALERT FOOD SAFETY COURSE	0	0	4	0
BIOSECURITY				
SURVEILLANCE	0	1	0	1
BARGE DELIVERY INSPECTION	0	1	4	1
EDUCATION AND AWARENESS	0	0	0	0
WASTE/WATER & LANDFILL SURVEILLANCE				
WATER RESERVIOR – SAMS/BORE WELLS/ETC		7	4	2
WATER TESTING – CHLORINE & PH	0	0	12	2
WASTE WATER SYSTEMS	0	0	2	0
OVERGROWN ALLOTMENTS/DISUSED MATERIALS	0	0	0	0
LANDFILL	0	7	8	4
ILLEGAL DUMPING	0	0	0	0
WATER & WASTE MANAGEMENT EDUCATION/AWARENESS/PROMOTION				
ONE-ON-ONE	0	0	0	0
MEETING	0	0	0	0
POSTER/FLYER	0	0	0	0
WATER EDUCATION/AWARENESS & PROMOTION	0	0	0	0
PEST MANAGEMENT				
INSPECTIONS	0	1	1	0
TREATMENTS – YARDS/FLEAS/TICKS/SPIDERS/ETC	0	0	1	2
AWARENESS	0	0	0	0
CLEAN UP	0	0	0	0
FEE FOR SERVICE TREATMENTS	0	0	0	0
VACANT HOUSES	0	3	0	0
GERNERAL HOUSE	0	0	0	2
OTHER	0	0	0	0
HOUSING				
INSPECTIONS	0	1	0	0
EDUCATION AND AWARENESS	0	0	0	0
RAINWATER TANK INSPECTION	0	0	0	0
YARD INSPECTION	0	0	3	0
OTHER	0	0	0	0
ENVIRONMENTAL HEALTH EDUCATION/AWARENESS, PROMOTION, ENGAGEMENT & TRAINING				
HYGIENE	0	0	0	0

OTHER – SPECIAL PROJECTS (DE-CARBONIZATION/PARASITE RESEARCH/TRAINING ETC)	0	0	0	1
MEETINGS ATTENDED	0	1	3	0
HEALTH CENTER VISIT				
NUMBER OF VISITS PER MONTH	0	1	1	0
HEALTH CENTRE CONCERNS	0	0	0	0

GENERAL COMMUNITY OUTCOMES	
ARKAI	(ISSUES & CONCERNS) <ul style="list-style-type: none"> No Issues & Concern
	(POSITIVE NEWS) <ul style="list-style-type: none"> No positive News
KIRIRI	(ISSUES & CONCERNS) <ul style="list-style-type: none"> Pet Owners are not complying with the animal local Law's Feral pig wandering at Large in the community destroying people gardens
	(POSITIVE NEWS) <ul style="list-style-type: none"> Community gets to understand the roll and responsibility of the EHW Role. TSRA lend pig traps to traps feral pig's
MER	(ISSUES & CONCERNS) <ul style="list-style-type: none"> Burning of the landfill Unregister dog's owner's refuse to register Owners bringing dog into Ibis (Shop) Dog Wandering at large
	(POSITIVE NEWS) <ul style="list-style-type: none"> No Positive News
WUG	(ISSUES & CONCERNS) <ul style="list-style-type: none"> Landfills need maintenance work (Grass cutting, segregation) Contractors still dumping their waste at the landfill Local & Visiting Contractors need skip bin to ship their own waste out.
	(POSITIVE NEWS) <ul style="list-style-type: none"> Attend first block training in Cert 3 Indigenous Environment and Health on Poruma



ENVIRONMENTAL HEALTH STATISTICAL CLUSTER REPORT – May 2025 SEHW – DAWSON MAU

	BOIGU	DAUAN	SAIBAI	WARRABER
DOG				
TOTAL NUMBER OF DOGS	0	37	40	39
NEW REGISTRATIONS	0	3	0	1
CATS				
TOTAL NUMBER OF CATS	0	0	5	1
NEW REGISTRATIONS	0	0	0	0
HORSES				
TOTAL NUMBER OF HORSES	0	0	0	0
NEW REGISTRATIONS	0	0	0	0
CHOOKS				
TOTAL NUMBER OF HENS & CHICKS	0	0	0	0
TOTAL NUMBER OF ROOSTERS	0	0	0	0
TOTAL NUMBER OF DUCKS	0	0	0	0
COMPLIANCE				
NON-COMPLIANCE FOR DESEXING	0	11	0	7
NON-COMPLIANCE FOR MORE THAN 2 DOGS/CATS PER ALLOTMENT	0	1	0	3
OTHER NON-COMPLIANCE- OVERGROWN ALLOTMENT, ANIMALS WANDERING AT LARGE, ETC	0	0	0	4
NUMBER OF VERBAL WARNINGS ISSUED	0	0	0	
NUMBER OF INFRINGEMENT NOTICES ISSUED	0	0	0	0
NUMBER OF WARNING LETTERS ISSUED	0	0	0	0
INTER-ISLAND ANIMAL TRANSFER	0	0	0	1
ANIMAL MANAGEMENT AWARENESS				
MEETINGS	0	0	0	1
ONE-ON-ONE	0	0	0	1
FLYERS/POSTERS	0	0	0	3
VET VISIT	0	0	0	0
ANIMAL COMPLAINTS/ATTACKS	0	0	0	1
TREATMENTS – MANGE/PURPLE SPRAY/ETC	0	1	0	0
TICK TREATMENTS	0	0	0	0
EUTHANISE	0	0	0	0
FERAL/PEST ANIMAL MANAGEMENT	0	0	0	0
FOOD SAFETY				
NUMBER OF FOOD SALES FOR THE MONTH	0	0	0	6
PERMITS ISSUED	0	0	0	0



FOOD ACT LICENCES	0	0	0	0
FOOD SHOP INSPECTIONS	0	2	0	4
COMPLAINTS	0	0	0	0
FOOD RECALLS/ISSUES	0	0	0	3
FOOD SAFETY AWARENES				
MEETINGS	0	0	0	0
ONE-ON-ONE	0	0	0	0
FLYER/POSTER	0	0	0	0
FOOD SAFETY AWARENESS	0	0	0	0
IM ALERT FOOD SAFETY COURSE	0	0	0	0
BIOSECURITY				
SURVEILLANCE	0	2	0	0
BARGE DELIVERY INSPECTION	0	2	1	1
EDUCATION AND AWARENESS	0	0	0	0
WASTE/WATER & LANDFILL SURVEILLANCE				
WATER RESERVIOR – SAMS/BORE WELLS/ETC	0	1	0	3
WATER TESTING – CHLORINE & PH	0	0	1	0
WASTE WATER SYSTEMS	0	0	0	0
OVERGROWN ALLOTMENTS/DISUSED MATERIALS	0	1	0	1
LANDFILL	0	3	0	4
ILLEGAL DUMPING	0	0	1	0
WATER & WASTE MANAGEMENT EDUCATION/AWARENESS/PROMOTION				
ONE-ON-ONE	0	0	0	0
MEETING	0	0	0	1
POSTER/FLYER	0	0	0	1
WATER EDUCATION/AWARENESS & PROMOTION	0	0	0	0
PEST MANAGEMENT				
INSPECTIONS	0	0	0	1
TREATMENTS – YARDS/FLEAS/TICKS/SPIDERS/ETC	0	0	1	0
AWARENESS	0	4	0	0
CLEAN UP	0	0	0	0
FEE FOR SERVICE TREATMENTS	0	0	0	0
VACANT HOUSES	0	2	0	0
GERNERAL HOUSE	0	47	0	1
OTHER	0	0	0	0
HOUSING				
INSPECTIONS	0	0	0	3
EDUCATION AND AWARENESS	0	0	0	0
RAINWATER TANK INSPECTION	0	0	0	0
YARD INSPECTION	0	0	0	3
OTHER	0	0	0	2
ENVIRONMENTAL HEALTH EDUCATION/AWARENESS, PROMOTION46, ENGAGEMENT & TRAINING				
HYGIENE	0	0	0	2

OTHER – SPECIAL PROJECTS (DE-CARBONIZATION/PARASITE RESEARCH/TRAINING ETC)	0	0	0	0
MEETINGS ATTENDED	0	1	1	1
HEALTH CENTER VISIT				
NUMBER OF VISITS PER MONTH	0	1	1	0
HEALTH CENTRE CONCERNS	0	1	1	0

GENERAL COMMUNITY OUTCOMES	
BOIGU	(ISSUES & CONCERNS) <ul style="list-style-type: none"> monthly report hasn't been supplied
	(POSITIVE NEWS) <ul style="list-style-type: none"> monthly report hasn't been supplied
DAUAN	(ISSUES & CONCERNS) <ul style="list-style-type: none"> Had dog attack in community – verbally warned pet owners to restrain dogs at home before coming to work. Notices for Restrain dogs at home has been issued to other agency and also the community notice boards & on TSIRC Dauan Facebook page. Landfill overgrown – discuss with DEO about the issue. Ground is wet due to heavy rain weather on the top western island.
	(POSITIVE NEWS) <ul style="list-style-type: none"> Completed first block training at Poruma. No dogs wandering around community – notices has been put out start of this month. But will monitor and verbal warning pet owner
SAIBAI	(ISSUES & CONCERNS) <ul style="list-style-type: none"> Ongoing rain need attention on preventing, melioidosis from occurring in our community. Such as sitting water is potential hazards for vulnerable people household.
	(POSITIVE NEWS) <ul style="list-style-type: none"> Assisted DART team on ground for malaria case
WARRABER	(ISSUES & CONCERNS) <ul style="list-style-type: none"> Landfill needs to be intact. Gates are open
	(POSITIVE NEWS) <ul style="list-style-type: none"> Reduced number of children playing in sitting water



ENVIRONMENTAL HEALTH STATISTICAL CLUSTER REPORT – May 2025
SEHW – GEARY BANN

	BADU	IAMA	PORUMA
DOG			
TOTAL NUMBER OF DOGS	131	45	0
NEW REGISTRATIONS	1	0	0
CATS			
TOTAL NUMBER OF CATS	15	6	5
NEW REGISTRATIONS	0	0	1
HORSES			
TOTAL NUMBER OF HORSES	5	0	0
NEW REGISTRATIONS	0	0	0
CHOOKS			
TOTAL NUMBER OF HENS & CHICKS	20	0	0
TOTAL NUMBER OF ROOSTERS	10	0	0
TOTAL NUMBER OF DUCKS	0	0	0
COMPLIANCE			
NON-COMPLIANCE FOR DESEXING	1	0	3
NON-COMPLIANCE FOR MORE THAN 2 DOGS/CATS PER ALLOTMENT	2	0	0
OTHER NON-COMPLIANCE- OVERGROWN ALLOTMENT, ANIMALS WANDERING AT LARGE, ETC	3	0	6
NUMBER OF VERBAL WARNINGS ISSUED	6	0	0
NUMBER OF INFRINGEMENT NOTICES ISSUED	14	0	0
NUMBER OF WARNING LETTERS ISSUED	0	0	0
INTER-ISLAND ANIMAL TRANSFER	0	0	0
ANIMAL MANAGEMENT AWARENESS			
MEETINGS	0	1	1
ONE-ON-ONE	12	1	0
FLYERS/POSTERS	0	1	0
VET VISIT	0	0	0
ANIMAL COMPLAINTS/ATTACKS	1	0	0
TREATMENTS – MANGE/PURPLE SPRAY/ETC	0	0	6
TICK TREATMENTS	0	0	0
EUTHANISE	1	1	0
FERAL/PEST ANIMAL MANAGEMENT	1	0	0
FOOD SAFETY			
NUMBER OF FOOD SALES FOR THE MONTH	2	6	0
PERMITS ISSUED	0	1	0



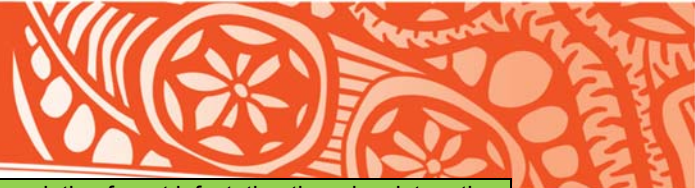
FOOD ACT LICENCES	0	0	0
FOOD SHOP INSPECTIONS	0	2	0
COMPLAINTS	0	0	0
FOOD RECALLS/ISSUES	0	0	0
FOOD SAFETY AWARENES			
MEETINGS	0	0	0
ONE-ON-ONE	2	0	6
FLYER/POSTER	0	0	1
FOOD SAFETY AWARENESS	0	0	0
IM ALERT FOOD SAFETY COURSE	1	0	0
BIOSECURITY			
SURVEILLANCE	1	1	0
BARGE DELIVERY INSPECTION	0	0	0
EDUCATION AND AWARENESS	0	0	0
WASTE/WATER & LANDFILL SURVEILLANCE			
WATER RESERVIOR – SAMS/BORE WELLS/ETC	9	0	0
WATER TESTING – CHLORINE & PH	0	0	0
WASTE WATER SYSTEMS	9	0	0
OVERGROWN ALLOTMENTS/DISUSED MATERIALS	9	0	0
LANDFILL	10	4	0
ILLEGAL DUMPING	10	0	0
WATER & WASTE MANAGEMENT EDUCATION/AWARENESS/PROMOTION			
ONE-ON-ONE	1	0	4
MEETING	1	0	0
POSTER/FLYER	0	0	0
WATER EDUCATION/AWARENESS & PROMOTION	0	0	0
PEST MANAGEMENT			
INSPECTIONS	0	4	1
TREATMENTS – YARDS/FLEAS/TICKS/SPIDERS/ETC	1	0	0
AWARENESS	0	0	0
CLEAN UP	1	2	0
FEE FOR SERVICE TREATMENTS	0	0	0
VACANT HOUSES	0	2	1
GERNERAL HOUSE	0	6	0
OTHER	0	0	0
HOUSING			
INSPECTIONS	6	0	0
EDUCATION AND AWARENESS	6	0	0
RAINWATER TANK INSPECTION	6	6	0
YARD INSPECTION	6	5	0
OTHER	0	0	0
ENVIRONMENTAL HEALTH EDUCATION/AWARENESS, PROMOTION46, ENGAGEMENT & TRAINING			
HYGIENE	0	0	0



OTHER – SPECIAL PROJECTS (DE-CARBONIZATION/PARASITE RESEARCH/TRAINING ETC)	1	0	0
MEETINGS ATTENDED	1	0	0
HEALTH CENTER VISIT			
NUMBER OF VISITS PER MONTH	0	2	0
HEALTH CENTRE CONCERNS	0	0	0

GENERAL COMMUNITY OUTCOMES	
BADU	<p>(ISSUES & CONCERNS)</p> <ul style="list-style-type: none"> Illegal dumping is still happening in and around the community Trying to capture a stray dog hanging around in the school premises, using trap. Received an animal dog/attack complaint EHWs are still following up There are overgrown allotments and yards with disused martials (vehicles) inside and outside of the yard – EHW to speak to owners Community members have more than 2 dogs/cat per allotment Several community members are non-compliant desexing their animals <p>(POSITIVE NEWS)</p> <ul style="list-style-type: none"> Assisted TSRA Rangers with Community beach clean-up. Karyche Bowie attended has started Certificate III in Environmental Health and attended training on Poruma on 19th - 23rd of May 2025 EHW assist with Safe Healthy Housing Program 6 houses have been inspection and treated Naseli Tamwoy and Rebecca Williams did the fruit fly blocking Tuesday 20th of May 2025. Community member completed her I'm Alert Food Safety Course on Monday 12th of May 2025. 1 x dog been euthanised Badu EHW have been active by doing Animals Awareness in the community 1 on 1 engagement
IAMA	<p>(ISSUES & CONCERNS)</p> <ul style="list-style-type: none"> Yes, Dogs number increase will conduct Education and Awareness within the community, One on One and putting up new flyer and poster up. Some pet's owners have been asking when the next vet visit. Strategy: (How to do it) Non-compliance for desexing <p>Meet with Dogs owner and ask question around what they know about the local laws educate them and start to do new registration and census, then issue warning letter for Non-compliance for desexing, dogs wandering at large etc.</p> <ul style="list-style-type: none"> Cemetery for maintainance email DEO, Ranger, GBK to work with community for big clean up after the rain now have stop. Community Patrol – Monitor community hazard coconut palm hanging across powerline one on one notify community that no palm leaves should be touch for their own safety. Landfill <p>(POSITIVE NEWS)</p> <ul style="list-style-type: none"> Health Centre No virus going around the community small talk with the manager and RN Yard inspection – Most of the yard is clean and trees are trimmed and cut back otherwise notify owner of house to reduces mosquito breeding tip over water container etc. Andrew Akiba, Geary Bann and Rebecca Williams did the fruit fly blocking Tuesday 29th of April 2025. 14.05.2025 - ATSIPHO EHW & AMW 26.05.2025 - ELGBC 28.05.2025 - ELGBC 28.05.2025 - EAH Leadership group 28.05.2025 - TSIRC/ESSP Waste working group 30.05.2025 - Biosecurity in Torres Strait
PORUMA	<p>(ISSUES & CONCERNS)</p> <ul style="list-style-type: none"> Organise with Family to see if Brian can do education/awareness session one on one to negotiate to clean the yard where there is vacant house why it is important to keep maintain the yard from pest and rodent infestation.





	<ul style="list-style-type: none">Brian have been treated the council accommodation for rat infestation there is a lot on the island. Brian have been setting rat trap also to minimize the infestation and changing and checking the traps for bait
	(POSITIVE NEWS) <ul style="list-style-type: none">Upskilling - Certificate III in Environmental Health





DIRECTORATE: *Corporate Services*

AUTHOR: *Executive Director Corporate Services*

CORPORATE SERVICES INFORMATION REPORT FOR THE MONTH OF MAY 2025

OFFICER RECOMMENDATION:

Council notes the Corporate Services Information Report for the month of May 2025.

EXECUTIVE SUMMARY:

To provide Council with an update on the functional areas within the Corporate Services directorate and updates on projects progress for the month of May 2025.

INTERESTED PARTIES/CONSULTATION:

Managers and SMEs Corporate Services.

REPORT:

The Corporate Services directorate delivers a diverse range of internal and external services. A snapshot of work undertaken as well as operational highlights is provided below and in the attachments.

Administration and Communication

The Corporate Plan 2025-2030 was adopted by Council at the May Council meeting. This follows extensive community consultation across all 15 divisions. Feedback from Elected Members, community meetings, staff and an online survey helped shape the new Corporate Plan. The new plan will come into effect 1 July 2025.

The Operational Plan 2025-2026 was finalised and is presented to Council for consideration at the June ordinary meeting.

The communications team focussed on *Strait Talk* which was released in May and the June edition of *Strait from the Top*. The team issued nine articles across digital channels and created a campaign for Flag Day and the upcoming 30th anniversary of recognition of the Flag.

In May, the TSIRC website recorded a total of 6,813 users (up 20% from April).

Social media statistics comparison to previous month.

	Followers	Posts	Engagement Rate
Facebook	10,510 (▲1.7%)	23 (▲4.5%)	8.89% (▼25.4%)
Instagram	253 (▲83.3%)	55 (▲22.2)	8.41% (▲9.7%)
LinkedIn	2,477 (▲1.8%)	9 (▼25%)	11.63% (▲13.8%)

Table 1 – Social Media Statistics May 2025

An overview of media activity can be found in *Attachments 1 and 2*.

Economic Development

The Economic Development Lead and Emver Partners continued to work closely together as part of Stage 2 for the Economic Development Community Engagement. Meetings and communications occurred with Councillors as project 'champions' together with Divisional Managers to plan and confirm divisional community engagements. In May engagements were completed on Dauan, Kirriri, Poruma, Yam, Warraber, Badu and St Pauls. Surveying of community members to set benchmarkable feedback for the project continued. All divisions except Dauan are required to complete further surveys to reach the 10% survey target. Councillors are being updated on progress and are being asked to act to increase uptake. Social media campaigns / posts continued during this period to inform the community of forthcoming engagement meetings.

Governance, Risk, Legal, Land Tenure and Native Title

4 flag requests were received during the month of May (24 YTD). The 2025/26 licence agreements and maritime operator permit renewal notices were issued and are undergoing execution process ready for NFY;

Risk Management

Council officers have continued to advance the implementation of the Enterprise Risk Management (ERM) system, focusing on the following areas:

- Internal consultation for the draft Business Continuity Plan (BCP);
- Management Risk Awareness Brief delivered in collaboration with JLT in May and was well attended;
- Development of risk-based checklists within Mango Software platform.

Complaints

There were 16 outstanding complaints open at the beginning of May. During the month two (1) new complaint was received and two (2) complaints were closed. One (1) action item remains open.

Complaint assigned	Beginning of May	New	Closed	End of May
Building Services				0
Community Services	7			7
Corporate Services	1			1
Engineering Services	8	1	2	7
Total	16	1	2	15

Table 2 – Complaints by directorate

Complaint type	Beginning of May	New	Closed	End of May
Staff	11		2	9
Local Laws (dogs)	1			1
Housing	4			4
Other	0	1		1
Total	16	1	2	15

Table 3 – Complaints by type

Insurance

Due diligence on insurance proposals is underway. Insurance options from selected providers will be thoroughly evaluated and compared prior to making a renewal recommendation to Council.

Native Title

AACAP approvals were completed, and the Army are in community undertaking the works, Poruma, Warraber and Erub. Additional to the infrastructure works, the Army will deliver community skills training and a Health program for the period of time they are in community (May to August).

Trustee Policy community consultations are complete with views now being sought from the PBCs. Views are being sought from PBCs because they have been nominated by communities to resolve any EOI disputes. All decision-making schedules have been published on Council’s website for further community input. An update was provided at the May workshop and the intention is to seek Trustee endorsement of the new Policy in July. The Policy will also include matters to address the Human Rights Act to ensure that Council consideration of that Act is incorporated into the Policy.

Information Technology Services

The investigation into network speed issues is ongoing investigation. At the same time, the Information Services Department continues to remove PCs and laptops from telephone connections to enable network access. The supplier has now confirmed there is an issue with the firmware on the new switches and has advised they are developing a fix for it.

The first stage of the move to Microsoft Authenticator has been completed. Stage two will be completed by the end of June 2025. This will be the introduction of the Microsoft Authenticator app in place of the current SMS option as the use of the app over SMS authentication is considered more secure.

During May 2025, IT Services ran a covert phishing exercise in an attempt to see how many staff would click on a link within an email to gain their Microsoft 365 username and password. Only ten members of staff clicked the message link and in doing so were directed to a cyber-security training session. The result of the phishing exercise show high security awareness across the organisation.

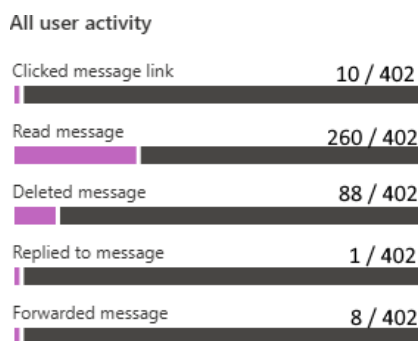


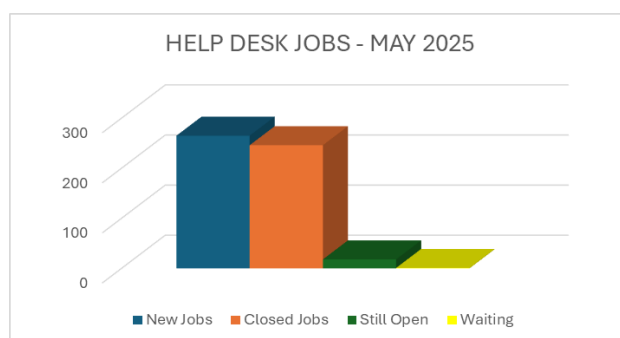
Table 4 – May 2025 phishing exercise

During May, the application for the First Nations Grant and Community Wi-Fi Strategy was submitted by Telstra. If successful the project will provide a Starlink-based free Community WiFi solution to all Divisions under a seven-year commitment by Telstra.

Helpdesk

In May 2025, 265 new IT Help desk tickets were created. Of these, 246 were closed, 1 is in a ‘Waiting’ state and 18 remain open.

Note: Whilst many requests for assistance are lodged via email to the help desk, there are many jobs that are attended to by telephone and therefore sometimes not logged into the ticketing system so the total number of requests and closures can be higher than the reported numbers provided.



Fuel and Fleet

During the week commencing 20th May 2025, the Manager Fuel and Fleet and the Consultant Project Manager completed the on-site inspections at all seven operational Compac locations as part of the ongoing Defect Rectification Period (DRP). These visits were aimed at resolving minor issues identified during early operational use. Key actions undertaken included:

- Adjustment and replacement of door seals
- Humidity setting modifications to suit site-specific conditions
- Staff training on cleaning and maintaining internal components
- Instruction on correct printer paper loading techniques

Additionally, all backup generators and pump trolleys have now been confirmed on-site. Arrangements are currently underway to have these connected and fully set up for emergency use, ensuring operational resilience across all Compac locations.

The rectifications and training sessions have contributed to improved unit reliability and increased staff confidence in ongoing operation and maintenance.

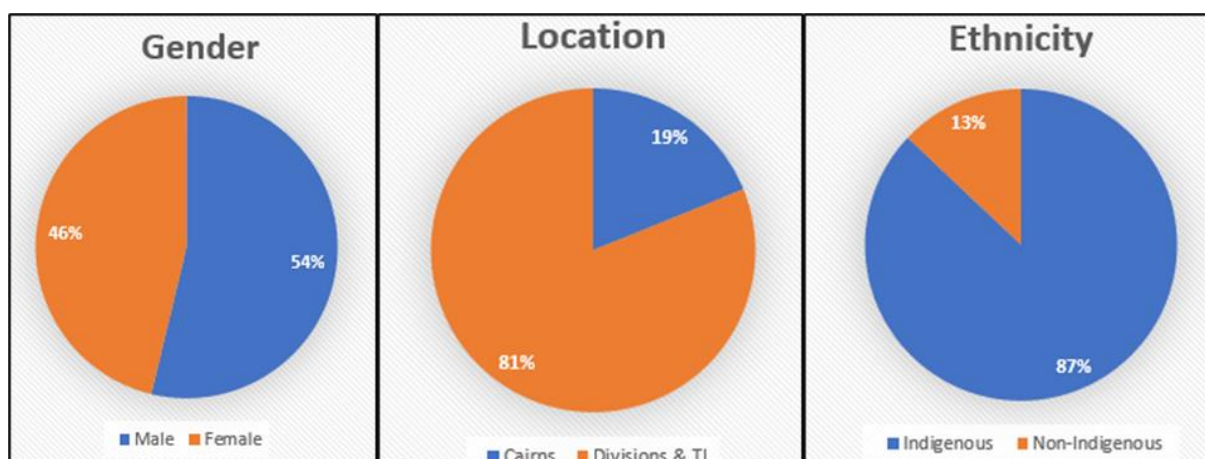
Following the inspections, a formal Notice of Defect was submitted to the prime contractor who is expected to formally respond and provide a schedule of proposed rectification works.

The final two rubbish trucks—completing the delivery of all fifteen units—have now finished pre-deployment works in Cairns. They are scheduled for transport to their respective island locations in mid-June, alongside the final nine Kubota utility vehicles. This shipment marks the completion of all outstanding equipment orders for the financial year, closing out a major phase of the white and green fleet and infrastructure rollout.

Project information can be found in *Attachments 3 to 6*.

People and Wellbeing

As of 31 May 2025, Council have a total of 372 staff members, with 323 of them being Indigenous, representing 87% of the workforce. The graph below provides additional insights into key employee statistics within the Council.



Graphs 2-4 – TSIRC Employee Statistics – May 2025

Employment statistics can be found in the Recruitment and Safety Report in *Attachment 7*.

COMPLIANCE/CONSIDERATIONS:

Statutory:	Local Government Act 2009 Local Government Regulation 2012
Budgetary:	Operational budget as approved by Council
Policy:	N/A
Legal:	N/A
Risk:	N/A
Links to Strategic Plans:	Corporate Plan 2020-2025 (Bisnis Plan) Outcome 8 – we manage Council affairs responsibly to the benefit of our communities Objective 8.1 – delivery of strategic plans, operational plans, budget and associated performance management
Masig Statement:	N/A
Standing Committee Consultation:	N/A
Timelines:	N/A

OTHER COMMENTS:

This report is for noting by Council.

Recommended:

S. Andres

Susanne Andres
Executive Director Corporate Services

Approved:


James William
Chief Executive Officer

ATTACHMENTS:

Attachment 1: Social Media Report
Attachment 2: Media Report
Attachment 3: Fuel Infrastructure Capital Project Review
Attachment 4: Fuel Pod Status
Attachment 5: Green Fleet Delivery Status
Attachment 6: Garbage Truck Status
Attachment 7: Recruitment and Safety Report

Communications Media Report – May 2025

Media releases

Description	Date
Skytrans Service Changes Impacting Torres Strait Travel	07/05/2025
Aquaponics Initiative to Boost Healthy Habits and Food Security	08/05/2025
Welcoming Voices	12/05/2025
On the Ground Progress: Clean-Up and Housing Upgrades	13/05/2025
Badu Rising Main Completed: A Major Step Forward in Water Safety	13/05/2025
A Community-Led Approach to Economic Development	14/05/2025
TSIRC Completes First Phase of Payroll Upgrade	16/05/2025
Torres Strait Regional Leadership Forum	27/05/2025
Torres Strait Island Regional Council adopts new Corporate Plan 2025–2030	27/05/2025

Media coverage

TORRES NEWS THURSDAY 22 MAY 2025

NEWS 03

Army support for outer islands ready to go

Continued from P1
BY ALF WILSON

Members of the 17th Sustainment Brigade also delivered project management, construction, health, vocational training and mentoring opportunities to these remote communities, and Army-provided accredited and non-accredited training in welding, metal works, first aid and general maintenance.

Health support, including dental, primary health care and veterinary care, was also part of the plan.

Divisional engineer officer for Erub (Darnley) Island, Les Pitt, said there had been a lot of work with the Army in the lead-up to the training.

"I was grateful to be part of the process every step of the way, to ensure the needs of the people were considered," he said.

"This is very important to us, [with the delivery of Army equipment] we see the result of all the discussions and planning."

He said in discussions with Army planners it was decided a hall would be the best thing for the Erub community.

"Community gatherings and meetings to discuss important issues were done outside because we didn't have a room for 200 people [to conduct our] public meetings," he said.

"We are so blessed and lucky to have this project come to our island."

"Small communities like ours can't do these projects alone, so it's a big help."

AACAP was a joint initiative between the National Indigenous Australians Agency and the Army, and was now in its 28th year.



ABOVE: 6th Engineer Support Regiment Corporal Dylan Booth and Westlink Logistics Project Coordinator James Date managing the Barge delivery of stores to Erub (Darnley) Island.

ABOVE RIGHT: 6th Engineer Support Regiment's Corporal Dylan Booth and Sapper Jordan Cowin assessing roads in Erub (Darnley) Island for the planned build of a carriage way culvert under Army Allian (previously Aboriginal) Community Assistance Programme (AACAP).

Pics by Captain Joanne Leca, Department of Defence. © Commonwealth.



SAVE THE DATE

GAB TITVI
INDIGENOUS
ART AWARD 2025



Indigenous local governments meet in SEQ



ABOVE: Indigenous leaders in Cherbourg. Pic Dean Saffron. LEFT: Mayors receiving their shadow box gifts. Pics Michael Monk.

BY CHRISTINE HOWES

Queensland's Indigenous leaders met in Cherbourg and Mooloolaba at the Local Government Association of Queensland's (LGAQ's) Indigenous Leaders' Forum (ILF) early last week.

The day in Cherbourg opened with a smoking ceremony and Welcome to Country, followed by dancers and a tour of the town, including Cherbourg's famous historical precinct, The Ration Shed, and their hugely successful Cherbourg Materials Recovery Facility (MeRF) – the only recycling plant within 150km of the community.

Cherbourg Aboriginal Shire Council presented each of the Mayors with a 'shadow box' carved and painted by local workers and artists.

Torres Shire Council Mayor Elsie Seriat told Cherbourg radio station 4US (Us Mob) their visit was a highlight.

"To come here to Cherbourg and be exposed to [what] the community is doing on the ground is just pretty amazing," she said.

"We've learned a lot just for this one day."

"We wish we

could stay longer, but some great ideas we've gathered from learning new things in community and what they do, especially in the entrepreneur space and how they are empowering their people."

The next day, in Mooloolaba, the Mayors met with the LGAQ's policy executive to discuss and work on their priorities.

Northern Peninsula Area Regional Council Mayor Robert Poipoi said they all faced similar issues.

"A lot of the issues are similar, like housing, health, education, but I think we can work on it," he said.

Roads

The northern councils took the opportunity to appeal to governments to fund the Peninsula Development Road (PDR) as the only road access to their communities.

"The PDR is the artery that keeps Cape communities alive and the roads off it are the difference between access or our communities being cut off from the world," Lockhart River Mayor Wayne Butcher said.

"A proper reliable route to our communities would help unlock

improvements and help us address the housing, education and health crises that are taking decades off our lives.

"A proper road would improve livability and help with cost of living, meaning cheaper, healthier food, reliable, affordable access to medical support and more housing would help our kids get a proper night's sleep and improve school attendance."

Pompuuraw Mayor Ralph Kendall Jr said Cape communities were frustrated by the lack of commonsense when deciding which stretches of road received improvements.

"Communities are confused about why different sections of the road are being fixed when others are in far worse shape," Mayor Kendall said.

Mayor Robert Poipoi said his community relied on the PDR but did not receive any Federal funding.

"With a proper road, we could lower the cost of living," Mayor Poipoi said.

"Reliable road freight is far less expensive than what we have now."

"We, as a community, need all sides of politics to work together towards an all-weather road."

Housing

The meeting also called on all governments to do something about housing.

"We have entire families living in a single bedroom," Mayor Butcher said.

"We have multiple generations in one house, with 15 people sharing homes with two bedrooms. Things have to change."

"It is Federal funding, like the old National Partnership Agreement on Remote Indigenous Housing (NPIRH) scheme, that we need to get more people in more homes."

They said overcrowding in discrete First Nations communities had increased in Queensland since the end of NPIRH in 2018.

LGAQ President Matt Burnett said councils had welcomed a \$1.5 billion Housing Support Program from the Federal Government, but the ILF member councils desperately needed more support.

"Having visited these communities, it is blatantly obvious overcrowding cannot be allowed to continue," Mayor Burnett said.

"Our councils are telling us NPIRH made a real difference and that

is the type of scheme we need brought back.

"Tackling overcrowding is the gateway to helping improve health, education and economic outcomes."

Hope Vale Mayor Bruce Gibson said land tenure reform was also needed to open the way for more homes.

"You cannot build a home without the land to put it on," Mayor Gibson said. "We need to put in place the right plans now to allow for the housing we severely need. We need 62 extra houses now, just to break even, and more for the future."

Mayor Poipoi said housing funding had fallen further and further behind what his community needed.

"We've got the subdivisions already in place and need the funding now to build the homes," he said.

"But every day without the housing funding, we go further backwards."

"Without homes, it causes more social impacts on families and communities – health, youth crime and education go in the wrong direction."

LGAQ CEO Alison Smith said the current federal funding model dated "back to the 1970s".

Attachment 3 – Fuel Infrastructure Capital Project Review

Community	Funding Source and Expiry Date	Funding Value	Expenditure to Date	Remaining Funding (Forecast)	Work Completed	Tender History	Tender Value	Status
Boigu	W4Q - 30/06/2024	\$400,000.00	\$321,672.72	\$5,000	100%	Contract	\$294,236.10	Install completed DRP completed Backup generator and transfer switch on site waiting for connection.
Dauan	LGGSP - 30/09/2024	\$400,000.00	\$0	\$49,371.80	100%	Contract	\$322,773.20	Install completed DRP completed Backup generator and transfer switch on site waiting for connection.
Saibai	BOR -	\$1,006,600.00	\$890,607.66	\$115,992.34	100%			Install completed DRP completed Backup generator and transfer switch on site waiting for connection.
Mabuiag	W4Q - 30/06/2024	\$400,000.00	\$315,379.64	\$9,000	100%	Contract	\$294,356.15	Install completed DRP completed Backup generator and transfer switch on site waiting for connection.
Badu	N/A	Transtanks			100%			Diesel and ULP for TSIRC use only
Arkai (Kubin)	N/A	Transtanks			100%			Diesel and ULP for TSIRC use only
Wug (St Pauls)	N/A	Transtanks						IBIS ULP, Diesel from bulk tank
Hammond	LGGSP 30/09/2024	\$400,000.00	\$161,642.86	TBC	Stage 1 solar 100%	Stage 2 Tender closed Contract awarded SHAS	\$145,000.00	Install completed DRP completed Backup generator and transfer switch on site waiting for connection
Iama	N/A	Transtanks - Diesel			100%			ULP External Card, trans tank for Diesel installed

Community	Funding Source and Expiry Date	Funding Value	Expenditure to Date	Remaining Funding (Forecast)	Work Completed	Tender History	Tender Value	Status
Warraber	N/A	Transtanks - Diesel			100%			ULP External Card, trans tank for Diesel installed
Poruma	LGGSP 30/09/2024	\$400,000.00	\$0	\$65,555.39	100%	Contract TICW	\$309,573.20	Install completed DRP completed Backup generator and transfer switch on site waiting for connection
Masig	N/A	Transtanks - Diesel						IBIS ULP, Diesel from bulk tank
Ugar	TSRA- 30/06/2023	\$572,718.00	\$89,974.16	\$482,743.84		Tender closed - 10/01/2023	\$890k - \$1.92m	Still on drums, Compac system approved, material ordered for July 2025 installation.
Erub	W4Q 30/06/2024	\$400,000.00	\$341,717.63	\$0	98%	Awarded – SHAS, July Install	\$294,236.10 \$480k-\$770k	Install completed DRP completed Backup generator and transfer switch on site waiting for connection
Mer	Council Own	\$572,718.00	\$41,698.70	\$531,019.30		Awarded – SHAS, June Install		Still on drums, Compac system approved, material ordered for June 2025 installation.

Attachment 4 - Fuel Pod Status

Pod	Location	Status	Comments
1 x Unleaded 4500 Litre 1 x Diesel 2500 litre	Kubin	Operational – TSIRC	Connected and bulk fuel in use for division. Meters not suitable, SHAS been contracted to swap meters out
1 x Unleaded 4500 Litre 1 x Diesel 2500 litre	Badu	Operational – TSIRC	Connected and bulk fuel in use for division. Meters not suitable, SHAS been contracted to swap meters out
Diesel 3000 litre	St Pauls	Operational – TSIRC and community use	Connected and bulk fuel in use for division – Diesel only.
Diesel 3000 litre	Masig	Operational – TSIRC and community use	Connected and bulk fuel in use for division – Diesel only.
1 x Diesel 2500 litre	Yam	Delivered, waiting for install	Waiting installation from SHAH whilst on site changing meters out
1 x Diesel 2500 litre	Warraber	Delivered, waiting for install	Waiting installation from SHAH whilst on site changing meters out

Attachment 5 – Green Fleet Delivery Status

Priority	Community	Make	Model	SENT	ARRIVED
1	Ugar	Kubota	L5740HDCA	26-Nov-24	9-Dec-24
1	Erub	Kubota	ZD1221L	9-Sep-24	30-Sep-24
1	St Pauls	Kubota	ZG222	10-Jun-25	
2	Yam	Kubota	L5740HDCA	26-Nov-24	9-Dec-24
2	Ugar	Kubota	ZD1221L	26-Nov-24	9-Dec-24
2	Kubin	Kubota	ZG222	10-Jun-25	
3	Kubin	Kubota	L5740HDCA	26-Nov-24	Apr 25
3	St Pauls	Kubota	ZD1221L	26-Nov-24	Apr 25
3	Mabuiag	Kubota	ZG222	10-Jun-25	
4	Mer	Kubota	L5740HDCA	3-Dec-24	
4	Warraber	Kubota	ZD1221L	26-Nov-24	10-Dec-24
4	Ugar	Kubota	ZG222	10-Jun-25	
5	Poruma	Kubota	ZD1221L	26-Nov-24	9-Dec-24
5	Masig	Kubota	ZG222	10-Jun-25	
6	Masig	Kubota	ZD1221L	26-Nov-24	May 2025
6	Hammond	Kubota	ZG222	10-Jun-25	
7	Dauan	Kubota	ZD1221L	26-Nov-24	3-Dec-24
7	Badu	Kubota	ZG222	10-Jun-25	
8	Yam	Kubota	ZD1221L	3-Dec-24	9-Dec-24
8	Saibai	Kubota	ZG222	10-Jun-25	
9	Boigu	Kubota	ZG222	10-Jun-25	



Blessing of Machinery on Ugar

Attachment 6 - Garbage Truck Status

Division	Vehicle	Status	Comments
1 – Boigu	Mitsubishi Canter 4WD	Operational	Replacement vehicle departs Cairns 10-Jun-25
2 – Dauan	Isuzu NQR Russ Compactor	Operational	New vehicle delivered to division in July 2024
3 – Saibai	Mitsubishi Canter 4WD	Operational	New vehicle delivered to division in September 2024
4 – Mabuiag	Isuzu NQR Russ Compactor	Operational	New vehicle delivered to division in November 2024
5 – Badu	Isuzu FVD Bucher Compactor	Operational	New vehicle delivered to division in July 2024
6 – Arkai/Kubin	Hino 300 Compactor	Operational	New vehicle delivered to division in September 2024
7 – Wug/St Pauls	Isuzu FVD Bucher Compactor	Operational	New vehicle delivered to division in September 2024
8 – Kirirri / Hammond	Isuzu NQR Russ Compactor	Operational	New vehicle delivered to division in November 2024
9 – Iama	Isuzu NQR Russ Compactor	Operational	New vehicle delivered to division in July 2024
10 – Warraber	Isuzu NQR Russ Compactor	Operational	New vehicle delivered to division in November 2024
11 – Poruma	Isuzu NQR Russ Compactor	Operational	New vehicle delivered to division in February 2025
12 – Masig	Isuzu NPR 350	Operational	New vehicle delivered to division in May 2025
13 – Ugar	IsuzuNQR series Russ Compactor	Operational with defects	Replacement vehicle departs Cairns 10-Jun-25
14 – Erub	Isuzu NQR Russ Compactor	Operational	New vehicle delivered to division in October 2024
15 – Mer	Isuzu NQR Russ Compactor	Operational	New vehicle delivered to division in November 2024

Recruitment – 1 to 31 May 2025

Transition Readiness Rating (TRR) Key:

TRR	Criteria
1	Certificate
2	Diploma
3	Bachelor
4	Post-Graduate/

Successful Appointments in May: Total [7]				
TRR	POSITION	LOCATION	STATUS/COMMENTS	APPOINTMENT TYPE
1	Cleaner (Part Time)	Division 4, Mabuiag	Successful appointment – 06/05/2025	External
1	Environmental Health Worker	Division 6, Arkai Kubin	Successful appointment – 12/05/2025	External
1-2	Safety & Wellbeing Coordinator	Cairns	Successful appointment – 19/05/2025	External
1	Casual Engineering Officer	Division 1, Boigu	Successful appointment – 14/04/2025	External
1	Casual Engineering Officer	Division 8, Hammond	Successful appointment – 19/04/2025	External
1	Healthy Lifestyle Officer	Division 12, Masig	Successful appointment – 26/05/2025	Internal
1	Healthy Lifestyle Officer	Division 4, Mabuiag	Successful appointment – 26/05/2025	Internal

Long term vacancies – Corporate Services	Time to fill	Comments
Executive Assistant to the CEO	Vacant since October 2024	Temp Staff 3 rounds of advertising
Governance, Legal & Insurance Officer	Vacant since January 2024	Position advertised multiple times. No suitable candidates, shallow candidate pool
System Administrator	Vacant since July 2024	One position successfully appointed, second position still no suitable candidates
Fuel and Fleet Officer	Vacant since January 2024	Not currently recruiting

Long term vacancies – Financial Services	Time to fill	Comments
Financial Accountant	Vacant since November 2023	
Project Accountant	Vacant since July 2024	
Administration Officer, Assets	Vacant since September 2024	Temp Staff
Team Leader, Creditors	Vacant since June 2024	Internal Staff.
1 x Finance Officer	Vacant since December 2024	Temp Staff. Interview conducted recently no suitability
Creditor's Officer	Vacant since December 2024	Position advertised in February 2025 Temp Staff fill in.

Long term vacancies - Building Services	Time to fill	Comments
R & M Supervisor	Over 12 months	Temp Staff
Team Leader – BSU	Over 12 months	Temp Staff
Project Supervisor Operations	Vacant since July 2024	Temp Staff
1 x R & M Administration Officer	Vacant since May 2024	Temp Staff in the interim. Interviews completed. Progressed to Recommendation and approval
1 x R & M Administration Officer	Vacant since February 2024	Temp Staff in the interim. Interviews completed. Progressed to Recommendation and approval
1 x Administration Officer – BSU	Vacant since July 2024	Temp Staff in the interim. Interviews completed. Progressed to Recommendation and approval
1 x Administration Officer – BSU	Vacant since July 2024	Temp Staff in the interim. Interviews completed. Progressed to Recommendation and approval

Long term vacancies – Community Services	Time to fill	Comments
Aged Care Support Worker – St Paul's	Vacant since September 2024	No progress
Casual Aged Care Worker – Mabuiag	Vacant since September 2024	No progress
Childcare – Cleaner/Yardsman, Badu	Vacant since February 2024	No progress
Aged Care Support Worker – Masig	Vacant since November 2024	No progress
Aged Care Support Woker – Hammond	Vacant since December 2024	No progress
IKC Coordinator – Mabuiag	Vacant since July 2024	Job to be readvertised no progress
Healthy Lifestyle Officer – Hammond	Vacant since September 2023	Job advertised – progressed to interview stage
Healthy Lifestyle Officer – Kubin	Over 12 months	Job advertised – progressed to interview stage
Healthy Lifestyle Officer – Saibai	Over 12 months	Job advertised – progressed to interview stage
Divisional Manager – Ugar	Over 12 months	No action
Housing Officer – Hammond	Over 12 months	No action

Long term vacancies – Engineering Services	Time to fill	Comments
Manager Water & Wastewater	Vacant since January 2025	Internal Staff acting. Position advertised; interviews completed. Progressed to Recommendation stage
2 x Senior Project Engineer	Vacant over 12 months	Position advertised. Applications did not demonstrate the required skill sets or experience.
Technical Officer	Recently vacated	Position to be advertised
Project Engineer – Capital Works	Vacant since February 2024	No progress

Graduate Engineer – Water & Wastewater	12 months	No progress
Casual Labourer – Civil Crew	12 months	No progress
Engineering Officer – Ugar	Vacant since 2024	Progressed to interview stage
Casual Engineering Officer – Ugar	Over 12 months	No progress

Safety and wellbeing – 1 to 31 May 2025



Incident Management

- 15 new incident reports
- 6 incident reports closed
- 28 incident reports open

Safety & Wellbeing current action items

- Monitor risks associated with widespread Fleet failure including risk to staff and the environment
- Awaiting sign off of WHS Policy and Management Plan
- Provide training on Chem Watch Program
- Travel safety procedure review
- High Risk Work assessments

Workers Compensation

1 reopened claim

1 new claim

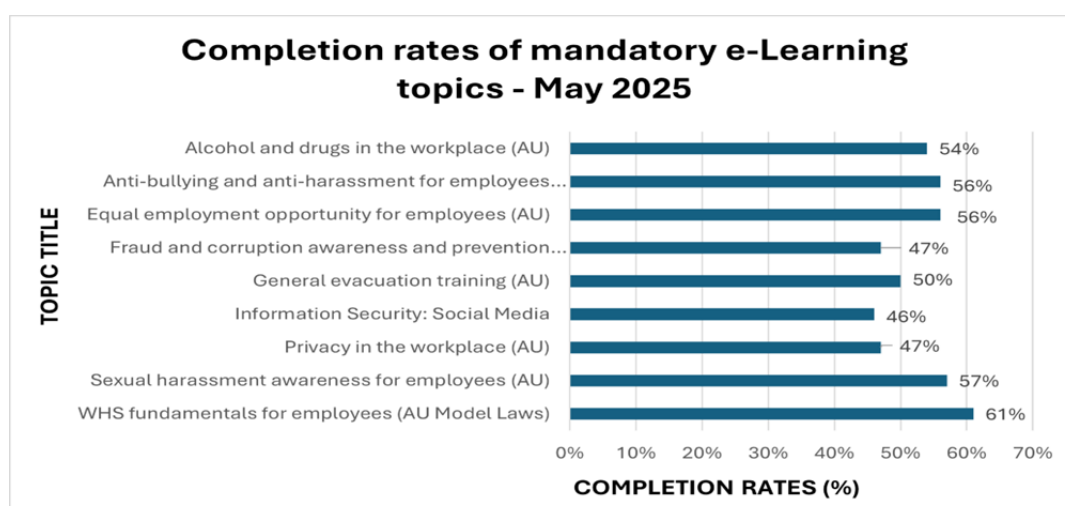
The Training and Recruitment Officers attended the Tagai Careers Market. Students were engaged with information provided on career options within TSIRC and qualifications that would assist in working with Council.

Training	Department	Update
First Aid/CPR	Various	Sourcing training providers to deliver training to nominated staff.
Fire Warden	Various	Waiting on advice regarding numbers of staff that require Fire Warden Training.
Pollution Response Training and Exercise	Various	Nine staff completed the training in late May.
Certificate III Indigenous Environmental Health	EHW's	Block 1 of the Cert III was held on Poruma. Participants completed three units towards the Cert III. The next block is scheduled for July on Badu.
Leadership Training	BSU and Communications	Finalising participant list for the face-to-face delivery scheduled for June 2025 in Cairns.
Confined Spaces, Working at Heights and Gas Test Atmospheres	Engineering	Training scheduled for June in Cairns.
Chainsaw and Pole Saw Training	Engineering	Revisiting training staff that require refresher or initial training.
Cert IV Work Health & Safety	Corporate Services	Investigating options for the new Work Health and Safety Officer to enrol in this course.
Aerodrome Reporting Officer	Engineering	Finalising arrangements for the next ARO course to be held on Horn Island in June. Torres Shire Council officers will also be participating.
Machinery, Working at Heights and Asbestos Awareness	Building Services	Investigating options for the delivery of training in Cairns on excavator, skid-steer and backhoe. Participants will also complete their Working at Heights and Asbestos Awareness training.
Australian Water Association Far North Conference	Engineering	Working with A/g Engineering Water and Wastewater to investigate nominations for engineering staff to attend the Conference being held in Cairns August 2025.
Certificate III in Business	Community Services	Assisting IKC staff member with TAFE course.
Certificate III in Individual Support and Disability	Community Services	Commencing enrolments for nine Aged Care Support Workers to undertake this course offered through TAFE.

Focus Areas:

- Cultural Induction module being reviewed. Currently undertaking consultation with Divisional staff.
- Finalise Leadership Development training module
- Progressing Bachelor of Business course for staff.

Currently there are 375 users of the LMS consisting of 360 staff, 15 recruitment agency personnel with 40 users accessing the platform during the month of May.





Engineering Services

ENGINEERING OPERATIONS

OFFICER RECOMMENDATION:

Council notes this report.

EXECUTIVE SUMMARY:

Council's Engineering Services is committed to undertake and deliver a range of operational and maintenance activities which provide high quality engineering services, public facilities, and amenities, including but not limited to.

- Roads, drainage, and ancillary works.
- Parks, gardens, and reserves
- Water and Wastewater (Sewerage) operations/schemes
- Collection and treatment of solid waste
- Airport facilities
- Marine facilities
- Preparedness and Preparation for disaster events.

Interested Parties/Consultation:

Executive Director Engineering Services, Manager Engineering Operations, Manager Water & Wastewater, Manager Capital Works, Manager Fuel & Fleet, Divisional Engineering Officers

Background:

Division 1: Boigu

Operations

- Completed cemetery grass maintenance.
- All TSIRC defect vehicle washed, biosecurity and shipped off the island 1st of June 2025 on Strait Barging.
- Roadside grass maintenance completed from airport to Health Centre.
- RWY strip grass maintained on both sides of the Aerodrome.
- General Maintenance on RO units and Maintain vegetation to desal inlet (end of RWY).

Disaster Management

- Satellite Phone: Completed & Operational
- HF Radio: Completed & Operational
- Community Disaster Meeting Held – No
- Local Community Disaster Coordinator visit – No

Division 2: Dauan

Operations

- Grass Maintenance completed around well 1,2 and lagoon shed.
- Flash main lines due to low chlorine readings.
- Grass maintenance completed around Council facilities, Top and bottom cemetery.
- Sample sent to Cairns Laboratory.
- Minor road works carried out to Well Pump and access to Water Treatment Plant.

Disaster Management

- Satellite Phone: Completed & Operational
- HF Radio: Completed & Operational
- Community Disaster Meeting Held – No
- Community Disaster Meeting Held – No
- Local Community Disaster Coordinator visit – No

Division 3: Saibai

Operations

- Minor road works completed at school road and Boat ramp loading zone.
- 25% Aerodrome fence line grass maintenance completed, currently in progress.
- Roadside and drainage maintenance completed along the waterfront from boat ramp to church.
- Taylors tree loping commences around Wind Direction Indicator and 30m out from the fence line.
- Drainage maintenance completed to Landfill including maintaining of the landfill area.

Disaster Management

- Satellite Phone: Completed & Operational
- HF Radio: Completed & Operational
- Community Disaster Meeting Held – No
- Local Community Disaster Coordinator visit – No

Division 4: Mabuiag

Operations

- Carry out weed spraying around the Landfill fence line and all overgrown vegetation excluding Water Treatment area.
- Grass and General maintenance/cleaning around Desal lay down area and Sea swift Loading Zone.
- Water Treatment Plant grass maintenance completed and fire break around covered Lagoon.
- Attend to urgent safety concern at Community Centre and Barricaded the area.
- Community parks well maintained.

Disaster Management

- Satellite Phone: Completed & Operational
- HF Radio: Completed & Operational
- Community Disaster Meeting Held – No
- Local Community Disaster Coordinator visit – No

Division 5: Badu

Operations

- Grass maintenance and general cleaning completed at Water Treatment Plant.
- Brain (Austek) rectify issue with reservoir probe analyser.
- General Sewer Duties completed with grass maintained at all Pump Station.
- Completed grass maintenance around all parks and TSIRC facilities.
- Road Maintenance completed on Landfill Road, Phillip St and general road works throughout the community.

Disaster Management

- Satellite Phone: Completed (failed to connect)
- HF Radio: No
- Community Disaster Meeting Held – No
- Local Community Disaster Coordinator visit – No

Division 6: Kubin

Operations

- Grass cutting on runway strip.
- Garbage collection completed twice weekly with support from St Pauls
- Grass maintenance completed at sewer ponds.
- Daily Maintenance checks at WTP.
- Grass cutting along roadside.

Disaster Management

- Satellite Phone: Completed & Operational
- HF Radio:
- Community Disaster Meeting Held – No
- Local Community Disaster Coordinator visit – No

Division 7: St Pauls

Operations

- Garbage collection completed twice weekly.
- Clean roads and drains with skidsteer.
- Sewer and water log sheets entered into SWIMS.
- Clean up around community hall and council compound.
- Assist Kubin with garbage collection.

Disaster Management

- Satellite Phone: Completed & Operational
- HF Radio: Completed & Operational
- Community Disaster Meeting Held – No
- Local Community Disaster Coordinator visit – No

Division 8: Hammond

Operations

- Clean and prep backhoe for shipment to Saibai.
- Road repair at intersection near landfill completed.
- Grass maintenance completed at cemetery.
- Cleaned jetty waiting shed area.
- Gurney blast barge ramp completed.

Disaster Management

- Satellite Phone: Completed & Operational
- HF Radio: Completed & Operational
- Community Disaster Meeting Held – No
- Local Community Disaster Coordinator visit – No

Division 9: Iama

Operations

- Aerodrome grass maintenance.
- Vegetation maintenance at reservoir completed.
- SPS1 & SPS2 wash down and clean completed.
- Completed in house sample testing.
- Maintenance at public area gazebo at ramp completed.

Disaster Management

- Satellite Phone: Completed & Operational
- HF Radio: Completed & Operational
- Community Disaster Meeting Held – No
- Local Community Disaster Coordinator visit – No

Division 10: Warraber

Operations

- Remove vegetation off lagoon fence.
- Removed old tanks from compound to landfill site.
- Tech officers installed new compressor on blower at STP.
- Grass cutting at all three SPS and STP completed.
- Grass maintenance around lights and gables.

Disaster Management

- Satellite Phone: Completed & Operational
- HF Radio: Completed & Operational
- Community Disaster Meeting Held – No
- Local Community Disaster Coordinator visit – No

Division 11: Poruma

Operations

- Road maintenance with backhoe throughout community in affected areas.
- Green waste and white goods run completed.
- Tree lopping lagoon area.
- Airport fence line grass maintenance completed.
- Fuel bowser housekeeping and grass maintenance completed.

Disaster Management

- Satellite Phone: Completed & Operational
- HF Radio: Completed & Operational
- Community Disaster Meeting Held – No
- Local Community Disaster Coordinator visit – No

Division 12: Masig

Operations

- Airport runway grass maintenance completed.
- Trim overhanging trees.
- Green waste and white goods run completed.
- Roadside grass cutting completed.
- Leak investigation and flushing in community.

Disaster Management

- Satellite Phone: Completed & Operational
- HF Radio: Completed & Operational
- Community Disaster Meeting Held – No
- Local Community Disaster Coordinator visit – No

Division 13: Ugar

Operations

- Replace stolen Helipad lights.
- Helipad grass maintenance completed.
- Repaint helipad line markings.
- Grass maintenance completed along roadside.
- Housekeeping and grass maintenance around water plant and lagoon.

Disaster Management

- Satellite Phone: Completed (failed to connect)
- HF Radio: Completed (failed to connect)
- Community Disaster Meeting Held – No
- Local Community Disaster Coordinator visit – No

Division 14: Erub

Operations

- Road maintenance works still in progress.
- Lot 54 gurney blasting footpath to make safe for public.
- Sundown lodge accommodation yard maintenance completed.
- Roadside grass maintenance completed.
- Vehicle washdown and cleaned in prep for mechanics.

Disaster Management

- Satellite Phone: Completed & Operational
- HF Radio: Completed & Operational
- Community Disaster Meeting Held – No
- Local Community Disaster Coordinator visit – No

Division 15: Mer

Operations

- Landfill cleanup and compacting completed by contractor assistances.
- Airport windsock and both ends
- Clearing of vegetation at back area of STP.
- Roadside overhanging tree removals/trimming completed.
- Completed white goods runs.

Disaster Management

- Satellite Phone: Completed & Operational
- HF Radio: Completed (failed to connect)
- Community Disaster Meeting Held – No
- Local Community Disaster Coordinator visit – No

COMPLIANCE / CONSIDERATIONS:

Statutory:	Local Government Act 2009, Disaster Management Act 2003
Budgetary:	Operating Costs as per approved Budget.
Policy:	
Legal:	
Risk:	Our communities are safe, healthy, and active.
Links to Strategic Plans:	Corporate/Operational Plan TSIRC Community Plan (2009-2029)
Masig Statement:	
Standing Committee Consultation:	NIL
Timelines:	

Other Comments:

Ugar Satellite Phone & HF testing not completed due to DEO being very busy with other work commitments.

Badu SP & HF is still experiencing failed to connect LCDC is looking at visiting Badu shortly to identify and rectify the issue with the assistance of Austek.

SES Area Controllers are planning on a Recruitment Drive for Hammond & Masig is not yet confirmed.

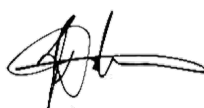
SES Training on Storm Damage Operation for Badu is schedule for June 18th to 22nd 2025.

**Authored:**

Amanda Pearce
Acting Manager, Engineering Services

**Recommended:**

Adeah Kabai
Head of Engineering

Approved:

James William
Chief Executive Officer

Action Officer Contact Details: *Amanda Pearce*
Acting Manager Engineering Operations.
0438 938 808
amanda.pearce@tsirc.qld.gov.au

ATTACHMENTS:

Attachment 1 – SATPHONE Serviceability Checks
Attachment 2 – HF Radio Serviceability Checks

SAT PHONE SERVICEABILITY CHECK

		2024									2025				
Island Community	SAT Phone Number	April	May	June	July	August	September	October	November	December	January	February	March	April	May
Boigu	0147 181 217	✓	✓	X	X	X	✓	✓	✓	✓	✓	X	✓	✓	✓
Dauan	0147 181 228	✓	✓	X	✓	X	✓	X	X	✓	✓	✓	✓	✓	✓
Saibai	0147 169 314	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Mabuiag	0147 169 325	✓	✓	✓	X	X	✓	✓	✓	✓	✓	✓	✓	✓	✓
Badu	0147 181 778	✓	✓	✓	✓	X	✓	X	✓	✓	U/S	✓	U/S	X	X
Kubin	0147 181 178	✓	✓	X	✓	✓	✓	✓	U/S	✓	✓	✓	✓	U/S	U/S
ST Paul's	0147 169 653	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Hammond	0147 181 490	✓	✓	X	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Iama	0147 181 295	✓	✓	X	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Warraber	0147 168 409	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Poruma	0147 180 275	✓	✓	✓	X	✓	✓	✓	U/S	U/S	✓	X	✓	✓	✓
Masig	0147 181 972	✓	✓	X	X	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Ugar	0147 167 527	✓	✓	X	X	X	X	X	X	X	✓	✓	X	X	X
Erub	0147 168 918	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Mer	0147 168 220	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	U/S	✓	✓
TI Office	0147 168 689	X	X	X	U/S	U/S	U/S	U/S	U/S	✓	✓	✓	✓	✓	✓
TI Engineering	0147 183 853	X	X	X	U/S	U/S	✓	X	✓	X	X	X	X	X	X
Cairns	0147 186 884	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

✓	Indicates succesful test
✓	Tested, but no connection
U/S	Indicated Equipment Issue
X	Indicates test was not completed

HF RADIO SERVICEABILITY CHECK														
	2024									2025				
Island Community	April	May	June	July	August	September	October	November	December	January	February	March	April	May
Boigu	✓	✓	✓	✓	✓	X	✓	X	✓	x	✓	✓	✓	✓
Dauan	✓	X	✓	✓	✓	X	✓	✓	✓	✓	✓	✓	✓	✓
Saibai	✓	✓	✓	X	U/S	U/S	✓	✓	✓	✓	✓	✓	✓	✓
Mabuiag	✓	✓	✓	U/S	U/S	U/S	✓	X	✓	x	✓	✓	✓	✓
Badu	X	X	X	X	U/S	U/S	U/S	U/S	U/S	✓	✓	✓	X	✓
Kubin	NA	NA	NA	NA	NA	NA	NA	NA	✓	U/S	U/S	U/S	U/S	U/S
ST Paul's	✓	✓	✓	✓	✓	X	✓	✓	✓	✓	✓	✓	✓	✓
Hammond	U/S	X	X	X	U/S	U/S	✓	X	✓	✓	✓	✓	✓	✓
Iama	U/S	X	X	✓	U/S	U/S	✓	X	✓	✓	✓	✓	✓	✓
Warraber	U/S	U/S	U/S	✓	U/S	U/S	✓	X	✓	U/S	✓	✓	✓	✓
Poruma	U/S	X	X	✓	✓	X	U/S	U/S	✓	✓	✓	✓	✓	✓
Masig	X	U/S	U/S	✓	✓	X	U/S	U/S	✓	✓	✓	✓	✓	✓
Ugar	✓	X	X	✓	✓	X	U/S	U/S	U/S	✓	✓	X	X	X
Erub	X	U/S	U/S	✓	✓	X	U/S	U/S	✓	✓	X	✓	✓	✓
Mer	U/S	U/S	U/S	U/S	U/S	U/S	U/S	U/S	✓	✓	✓	✓	✓	X

✓	Indicates successful test
✓	Indicates test undertaken - no connection.
U/S	Indicated Equipment Issue
X	Indicates test was not completed
NA	Not HF Radio Available



ENGINEERING SERVICES – WATER AND WASTEWATER

OFFICER RECOMMENDATION:

Council notes this report.

EXECUTIVE SUMMARY:

To provide Council with a status update of the water and wastewater scheme operations, as well as current details of capital works projects for water and wastewater assets.

Background:

Council is committed to undertake and deliver a range of maintenance, operations and planning activities associated with Council's water and wastewater schemes. This includes but is not limited to:

- Maintaining an adequate and safe potable water supply for the communities, which meets Australian Drinking Water Guidelines and regulatory requirements.
- Effective operation of the water treatment plants, water storage lagoons, reservoirs, water reticulation and associated plant and equipment.
- Effective operation of the wastewater treatment plant, pumping stations, sewerage reticulation and associated plant and equipment.
- Promoting the importance of water conservation to the community and promoting the importance of clean, safe water supply as an essential aspect of community wellbeing.
- Planning for and seeking future funding to ensure the security and reliability of water and wastewater services.
- Undertaking effective preventative and emergency repairs as required to ensure system reliability for both water and wastewater operations.

Interested Parties/Consultation:

- Engineering Staff
- Councillors as appropriate
- Regulators
- Funders

COMPLIANCE / CONSIDERATIONS:

Statutory:	<ul style="list-style-type: none">• Water Supply (Safety and Reliability) Act 2008• Public Health Act 2005• Environmental Protection Act 1994
Budgetary:	If an asset is being proposed (expenditure >\$10,000) whether there are capital funds available. For Operating costs - If resources are required to be spent whether the operating funds are available.
Risk:	Detail risk management process planned to be undertaken, key identified risks and how these risks are proposed to be managed. Include financial risk, technical risk, reputational risk, legal risk, participation, and completion risk and or political risk.
Links to Strategic Plans:	Corporate Plan: People – Outcome 2: Our communities are safe, healthy, and active. Operational Plan: Objective No. 47 Sustainable Water and Wastewater Management Project.

Other Comments:

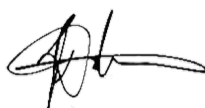
Please refer to the Monthly Water and Wastewater Report attached for May 2025.

Recommended:

Emma Evans
Acting Manager Water & Wastewater

Endorsed:

Adeah Kabai
Head of Engineering Services

Approved:

James William
Chief Executive Officer

ATTACHMENTS:

Monthly Water & Wastewater Report.



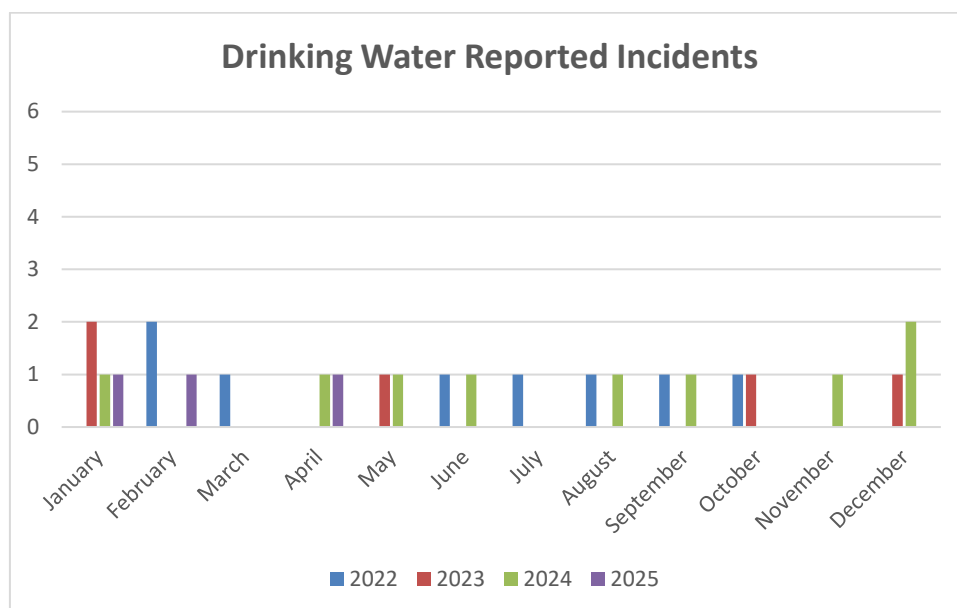
Engineering Services

MONTHLY WATER & WASTEWATER REPORT

May 2025

Author	Reviewer	Revision	Date
Emma Evans	Adeah Kabai	1	

STATUS OF WATER ALERTS



Badu

Ongoing Boil Water Alert. The new dedicated rising main has been completed and testing is currently being undertaken to ensure new pipework and water treatment system is working as it should. Following this, the BWA will be lifted on the successful completion of In-house E. coli testing and Cairns NATA Laboratory E. coli testing.

St Pauls

A Boil Water Alert was issued on 10th December 2024. This BWA will be lifted on the successful completion of Cairns NATA Laboratory E. coli testing.

Kubin

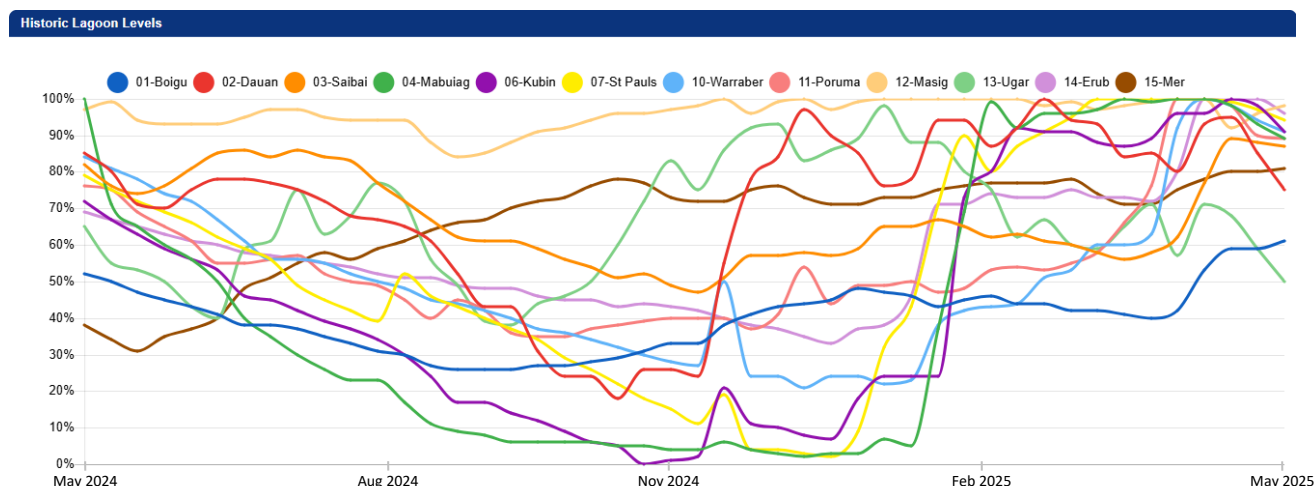
A Boil Water Alert was issued on 26th February 2025. This BWA will be lifted on the successful completion of Cairns NATA Laboratory E. coli testing.

Mer

A Boil Water Alert was issued on 24th April 2025. This BWA will be lifted on the successful completion of In—house E. coli testing and Cairns NATA Laboratory E. coli testing.

WATER SECURITY UPDATE

Water restrictions have been implemented in several communities to safeguard the water supply. This measure has resulted in a positive impact on water storage in each community, as depicted in the graph below:



Note: Dates on horizontal axis are indicative only

Water security information as at Thursday 8th May 2025 is summarised below.

Community	Water remaining	Primary Issue	Work being done to address security
01 – Boigu	6+ months' supply	Network/property leaks and high groundwater table	Level 3 Water Restrictions – Water available between 07:00-21:00 only. No outdoor use.
02 – Dauan	3 months' supply	Network leak	New network leaks being investigated before increasing restrictions. Level 2 Water Restrictions – No outdoor use.
03 – Saibai	6+ months' supply	Network/property leaks	Level 3 Water Restrictions – Water available between 06:00-21:00 only. No outdoor use.
04 – Mabuiag	6+ months' supply	Network/property leaks	Level 2 Water Restrictions – No outdoor use.
05 – Badu	Groundwater source (assume 6+ months' supply)	High consumption	Level 3 Water Restrictions – Water available between 06:00-21:00 only. No outdoor use.
06 – Kubin	6+ months' supply	Network/property leaks	Level 3 Water Restrictions – Water available between 07:00-21:00 only. No outdoor use.
07 – St Pauls	6+ months' supply	Network/property leaks	Level 3 Water Restrictions – Water available between 06:00-21:00 only. No outdoor use.
08 – Hammond	Chlorinated water supplied from TI	Network/property leaks	Level 2 Water Restrictions Outdoor Use Restricted Saturday & Sunday 08:00-09:00 and 17:00-18:00 only
09 – Iama	Solely reliant on desalinated water.	Network/property leaks	Level 3 Water Restrictions – Water available between 07:00-21:00 only. No outdoor use.
10 – Warraber	6+ months' supply	Network/property leaks	Level 3 Water Restrictions – Water available between 07:00-21:00 only. No outdoor use.
11 – Poruma	6+ months' supply	Network/property leaks	Level 2 Water Restrictions – No outdoor use.
12 – Masig	6+ months' supply	Network/property leaks	Level 2 Water Restrictions – No outdoor use.

Community	Water remaining	Primary Issue	Work being done to address security
13 – Ugar	3 months' supply	Network/property leaks	Supply dropped because maintenance was being carried out on desalination plant. The plant is back online which is expected to bring lagoon storage back to 6+ months supply. Level 2 Water Restrictions – No outdoor use.
14 – Erub	6+ months' supply	Network/property leaks	Level 2 Water Restrictions – No outdoor use.
15 – Mer	6+ months' supply	Network/property leaks	Level 2 Water Restrictions – No outdoor use.

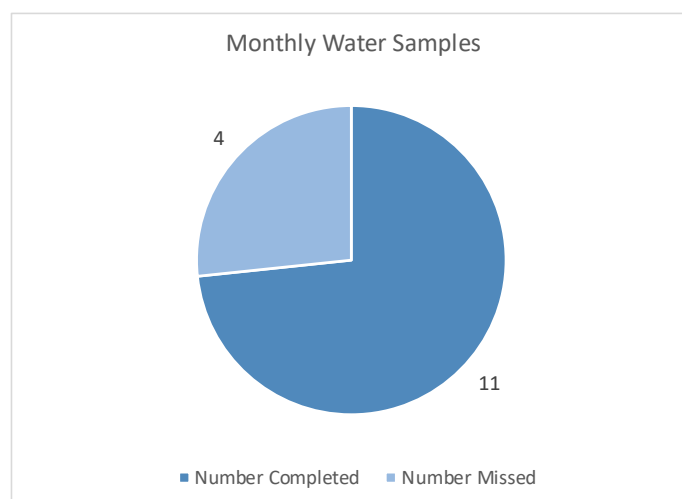
Note: Months of water remaining are calculated on the previous 4 weeks of consumption and production data, and does not include potential rainfall. The months of remaining water can change very quickly if a desalination plant is offline for an extended period of time.

WASTEWATER STATUS

#	Island	Comments
1	Boigu Island	• Normal operation. Repairs required.
2	Dauan Island	• No Sewage Treatment Plant
3	Saibai Island	• Normal operation
4	Mabuiag Island	• Not operational. Repairs/full upgrade required.
5	Badu Island	• Normal operation.
6	Kubin Community	• Normal operation.
7	St Pauls Community	• Normal operation.
8	Hammond Island	• No Sewage Treatment Plant
9	Iama Island	• Normal operation. Repairs/full upgrade required.
10	Warraber Island	• Normal operation. Repairs required.
11	Poruma Island	• Not operational. Repairs/full upgrade required.
12	Masig Island	• Normal operation. Repairs required.
13	Ugar Island	• No Sewage Treatment Plant
14	Erub Island	• Normal operation.
15	Mer Island	• Normal operation. Repairs required.

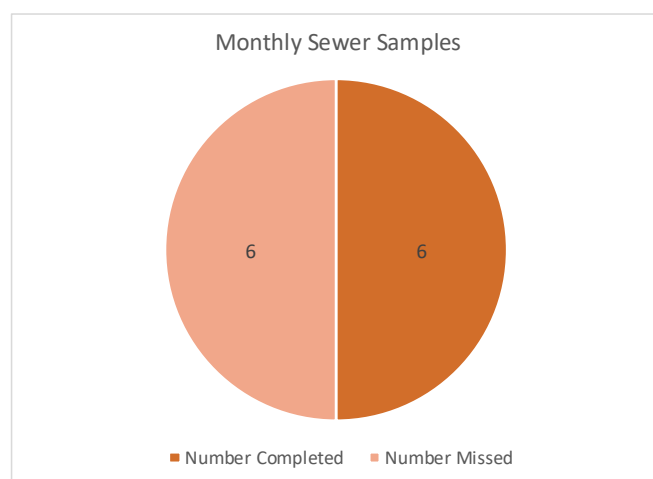
WATER AND WASTEWATER SAMPLING

Water



Monthly Water E Coli samples from 11 communities were completed and all passed.

Sewer



Monthly wastewater samples for March were collected and analysed in the Cairns NATA laboratory from 6 communities and samples from 6 communities were missed.



TORRES STRAIT ISLAND REGIONAL COUNCIL

MEETING

CONFIDENTIAL

MEETING: 19-22 January 2024

SUBJECT: Beneficial Enterprise Proposal

AUTHOR: Susanne Andres, Executive Director Corporate Services

Recommendation:

That Council:

1. Supports in principle the establishment of a beneficial enterprise to deliver services under the Commonwealth Government's Community Development Program,
2. Acknowledges the proposed joint venture by Enterprise Management Group Pty Ltd,
3. Authorises the Chief Executive Officer to negotiate and execute a non-binding Memorandum of Understanding with Enterprise Management Group Pty Ltd with a relatively focussed scope,
4. Requests the Chief Executive Officer to undertake the following in a timely manner;
 - Conducting due diligence investigations into legal, financial, regulatory, and operational aspects,
 - Preparing joint venture business plans including (but not limited to) budgets, policies, procedures and strategic and operational plans,
 - Negotiating joint venture agreements including (but not limited to) constitution, shareholders' agreement, deed of confidentiality, dividend policy and service plans,
 - Making appropriate enquiries and take necessary steps to obtain relevant statutory approvals,
 - Ensuring Council's statutory compliance is achieved at all times,
 - Preparing community engagement plans, and
 - Preparing an Advocacy and Engagement Plan to engage with Commonwealth Government about Community Development Program reform opportunities.
5. Requests the Chief Executive Officer to report back to Council at the earliest opportunity as developments require Council determination.

Background:

At the July 2023 meeting of the Economic Growth Committee, the Chief Executive Officer responded to Committee's enquiries regarding reforms to the Commonwealth Government's Community Development Program and the opportunity for Council to work with a service provider to make application for its region.

The Community Development Program (CDP) covers 75 percent of Australia's land mass including over 1,000 communities. The Program supports around approximately 40,000 people.¹

Local service providers deliver the Program and act as the single point of contact for job seekers, employers and host organisations in each community.

The CDP is a remote employment and community development service administered by the National Indigenous Australians Agency. CDP aims to support job seekers in remote Australia to build skills, address barriers to employment and contribute to their communities through activities and training.

The Australian Government will replace the Community Development Program (CDP) and is committed to working in partnership with First Nations People as the replacement program is developed.²

GBK - Meriba Ged Ngapun Mab is the current authorised provider of CDP services in the Torres Strait Islands.³

While a date is not defined it is anticipated that applications for the reformed CDP will be open in the middle of 2024 and the opportunity for Council to make application will then close again.

The Chief Executive Officer's earlier enquiries resulted in a presentation of information at the November 2023 Councillors' Workshop by representatives of Enterprise Management Group Pty Ltd (trading as and hereinafter referred to as My Pathway).

That presentation led to subsequent discussions during December 2023 with the Associate Director - Strategic Partnerships of My Pathway involving the Chief Executive Officer, Chair of the Economic Growth Committee, and the Acting Executive Director Corporate Services.

At the meeting of the Economic Growth Committee on 15 December 2023, the matter was again discussed and was referred for further discussion at the January 2024 Strategic Advisory Reference Group meeting.

My Pathway has since provided documentation to demonstrate how a joint venture with Council might be developed, including the **attached** documents as follows;

- Brief regarding CDP,
- Draft Memorandum of Understanding,
- Draft Deed of Confidentiality, and
- Draft Shareholders Agreement.

Officers Comment:

Beneficial Enterprise

Subject to due diligence investigations, negotiations and attainment of necessary approvals, it is proposed that Council enters into a joint venture with Enterprise Management Group Pty Ltd to form a jointly owned company (limited by shares) to act as applicant and CDP Provider for the Torres Strait Island Council jurisdiction. The company would be established and operated in accordance with the Corporations Act 2001.

The establishment of a joint venture company would in parallel be undertaken as a 'beneficial enterprise' in accordance with sections 39-41 of the Local Government Act 2009.

These sections of the Local Government Act state as follows;

"A beneficial enterprise is an enterprise that a local government considers is directed to benefiting, and can reasonably be expected to benefit, the whole or part of its local government area.

¹ [The Community Development Program \(CDP\) | National Indigenous Australians Agency \(niaa.gov.au\)](https://www.niaa.gov.au)

² [Replacing the Community Development Program with a new remote jobs program | National Indigenous Australians Agency \(niaa.gov.au\)](https://www.niaa.gov.au)

³ [Find Your Provider - Workforce Australia](https://www.workforceaustralia.gov.au)

A local government is conducting a beneficial enterprise if the local government is engaging in, or helping, the beneficial enterprise.

A local government can enter into a:

- *Partnership (although not an unlimited partnership).*
- *Corporation limited by shares (not listed on the stock exchange).*
- *Corporation limited by guarantee (not listed on the stock exchange); and*
- *Another association of persons that is not a corporation, for example a joint venture.*

Of course, there is much work to be completed before a beneficial enterprise can be established, including;

- Due diligence investigations into legal, financial, regulatory, and operational aspects,
- Preparation of joint venture business plans including (but not limited to) budgets, policies, procedures and strategic and operational plans,
- Negotiation of joint venture agreements including (but not limited to) constitution, shareholders' agreement, deed of confidentiality, dividend policy, service plans,
- Making appropriate enquiries and take necessary steps to obtain relevant statutory approvals,
- Ensuring Council's statutory compliance is achieved at all times, and
- Preparing community engagement plans.

In relation to the operation of a beneficial enterprise, many Councils adopt a specific policy to guide them, for example the following extract⁴;

"6. POLICY

In the interests of transparency and accountability, Council owes a duty to the public to ensure high standards of governance in the establishment and management of such entities. The ownership of shares or equity in a beneficial enterprise places particular obligation on Council to ensure its interests are represented and protected, periodically review performance, decide whether to retain involvement and accurately reported in Council's financial statements.

When considering the establishment of a beneficial enterprise, Council should determine whether it is in the public interest by having regard to the following principles.

Council will ensure all proposed or existing beneficial enterprises are in the best interest of the community and meet the objectives of the Local Government Act 2009, the Statutory Bodies Financial Arrangements Act 1982.

These principles have been derived from the nationally recognised ASX Corporate Governance Principles and Recommendations (Fourth Edition -2019). They are:

- *Principle 1: Lay solid foundations for management and oversight*
- *Principle 2: Structure the board to be effective and add value.*
- *Principle 3: Instill (sic) a culture of acting lawfully, ethically and responsibly*
- *Principle 4: Safeguard the integrity of corporate reports*
- *Principle 5: Make timely and balanced disclosure*
- *Principle 6: Respect the rights of the Council and the Community*
- *Principle 7: Recognise and manage risk*
- *Principle 8: Remunerate fairly and responsibly*

The establishment, acquisition, monitoring, sale or winding up of a beneficial enterprise must be made by resolution of Council.

The Auditor-General should be formally advised in writing of the establishment of a new beneficial enterprise."

⁴ City of Townsville – Beneficial Enterprises and Controlled Entities Policy (version2 24/8/2022)

Memorandum of Understanding

The draft Memorandum of Understanding (MoU) presented by My Pathway will be subject to negotiation but it is intended to be a non-legally binding document.

The joint objective set out in the document is as follows;

- "12. EMG and TSIRC will cooperate and work together in good faith to:*
- (i) work towards forming an Incorporated Joint Venture to tender for future Community Development Program or similar employment and training contract opportunities;*
 - (ii) work together to provide better access to NDIS Core Support and Allied Health Services for the community and residents;*
 - (iii) develop any opportunities that arise that they agree will benefit the local community and the parties, and strengthens TSIRCs capacity to deliver more local services, reducing the reliance on outside organisations;*
 - (iv) establish a MOU Steering Group with agreed membership, terms of reference and governance jurisdiction to support the achievement of these joint commitments."*

My Pathway's objectives in the draft MoU are described as follows;

- "10. EMG aims to:*
- (i) support the effective delivery of local services in the community in conjunction with its group entities in the areas of:*
 - a) employment services;*
 - b) community development;*
 - c) education;*
 - d) youth;*
 - e) NDIS and health related services;*
 - f) traineeship and apprenticeship services;*
 - g) enterprise and corporate development;*
 - h) social enterprise; and*
 - i) projects;*
 - (ii) develop peoples' life skills to build stronger communities; and*
 - (iii) work with community organisations and stakeholders to ensure that services delivered in the community are in accordance with community expectations and needs."*

While Council's current focus is on the Community Development Program opportunities, it is evident that My Pathway proposes quite a wide scope to allow for other opportunities in health and other services for the communities in the future.

This aspect of the joint venture will be subject to negotiation to maintain a focussed and not unduly ambitious set of objectives in the early phase of the joint venture.

In later stages of negotiation, a broadening of scope might be appropriate and this could be acknowledged in the MoU.

Each party's commitments are set out in the MoU as follows;

"EMG COMMITMENTS

- 14. EMG will, at its own cost:*

- (i) *work with TSIRC to co-design a service delivery model that supports local access to, and strengthens community benefit from identified opportunities;*
- (ii) *work with TSIRC to develop a better model for future employment services tenders that align with community aspirations and address local challenges;*
- (iii) *promote TSIRC in a positive and constructive manner, especially relating to any projects or opportunities collaborated on*
- (iv) *identify opportunities and funding that support TSIRC and EMG achieve their objectives.*

"TORRES STRAIT REGIONAL COUNCIL COMMITMENTS

15. *TSIRC will, at its own cost:*

- (i) *promote EMG and the My Pathway Group in a positive and constructive manner when dealing with any third parties and in the community generally,*
- (ii) *take the lead role in any community design processes and facilitate local decision making by authorised community representatives,*
- (iii) *identify local aspirations and opportunities for future projects and facilitate the active engagement and involvement of community residents in the development and progression of these opportunities or projects."*

The MoU also proposes the establishment of a Steering Committee with Council's Chief Executive Officer representing Council on the Steering Committee.

The term of the MoU is proposed to be a period of 3 years.

Advocacy and Engagement

In relation to the Community Development Program reform, it is considered appropriate to engage with relevant Commonwealth Government Ministers and departmental officers to explore opportunities.

With this in mind, it is proposed that an Advocacy and Engagement Plan be prepared to guide communications in coming months. This can be undertaken during the Caretaker Period for the upcoming local government elections.

Financial Implications:

The development of a joint venture is at an early phase it is difficult to quantify financial implications however the following should be contemplated;

- Cost of due diligence investigations (not quantified).
- Cost of legal and other consultants (not quantified).
- Business Plan should aim to be profitable or at least cost neutral for Council.

Of course, business planning will yield more meaningful information about financial implications in due course.

Risk Management:

The development of a joint venture is at an early phase so from Council's perspective the following worst-case scenario risks should be contemplated;

Financial Risk

- Risk of failed venture with loss of invested development investment if project fails.
- Risk on unprofitable venture resulting in a failed venture.

Reputational Risk

- Risk of short-term community dissatisfaction if community engagement is not adequate.
- Risk of competitor reaction.

Of course, a more comprehensive risk analysis will be warranted in due course.

Consultation:

The Chief Executive Officer, the Executive Leadership Team and the Senior Legal Officer have been consulted.

The Mayor, Deputy Mayor and the Chair of the Economic Growth Committee have been provided with advance copies of the report.

The Strategic Advisory Reference Group (19 & 22 January 2024).

Preston Law has reviewed the report.

Links to Strategic Plans:

Council's Corporate Plan includes the following Objectives and Key Deliverables that are relevant;

<u>Objective 10.1</u>	Advocate and facilitate key industry development.
Key Deliverable	Work with key partners to facilitate prefeasibility studies on key sectors and industry development opportunities within region.
<u>Objective 11.1</u>	Advocate and facilitate key programs that retain and introduce employment or contracting within communities.
Key Deliverable	Work with relevant partners to ensure employment models exist post apprenticeship or traineeship.

Statutory Requirements:

Local Government Act 2009

Corporations Act 2001

Statutory Bodies Financial Arrangements Act 1982

Conclusion:

The opportunity has arisen to work with private sector to optimise regional benefits of a Commonwealth Government funding program which requires bold but measured and diligent exploration. It is recommended that Council carefully develops the opportunity for the benefit of its communities and their economies.

Recommended:


Susanne Andres
Executive Director Corporate Services

APPROVED:

James William
Chief Executive Officer

DEED of CONFIDENTIALITY

Enterprise Management Group Pty Ltd

Torres Strait Island Regional Council

Dated: 18th December 2024

DEED OF CONFIDENTIALITY

BETWEEN

Enterprise Management Group Pty Ltd ABN 54 123 371 022 (“EMG”) of 84-88
Cook Street, Cairns QLD 4870

and

Torres Strait Island Regional Council ABN 15 292 645 165] (“TSIRC”) of Level 3,
111-115 Grafton St, Cairns, Qld 4870

BACKGROUND

1. EMG and TSIRC are currently in discussion regarding potential opportunities to work together.
2. The Parties intend to share information with each other to help identify the extent of the opportunities and to facilitate the further development of any potential relationship.
3. Given the commercial sensitivities and intellectual property intrinsic in the information to be shared between EMG and TSIRC, the parties have agreed to enter into this Deed of Confidentiality prior to the provision of the relevant information.

COVENANTS

The parties covenant as follows:

4. In this Deed unless a contrary intention appears
 - “Confidential Information” includes all information, knowledge or material that:
 - (a) is by its nature confidential;
 - (b) is designated by the person making it available as confidential; or
 - (c) the receiving party knows or ought to know is confidential;
 - “Disclosing Party” means the party providing information to the other party;
 - “Party” means a party to this Deed, or any servant, agent, employee or contractor of same;
 - “Receiving Party” means the party receiving information from the other party.
5. The Parties acknowledge that any and all information to be provided to one party to the other party is provided on a commercial in confidence basis and is Confidential Information for the Purposes of this Deed.

6. The Parties undertake to keep secret and protect and preserve the confidential nature and secrecy of all Confidential Information. In particular the Receiving Party shall not, without prior written approval of the other party use, copy, access, modify or disclose to any third person, any Confidential Information, except as provided for by this Deed. In giving written approval the Disclosing Party may impose such terms and conditions it thinks fit.
7. Clause 6 does not prevent the Receiving Party from disclosing Confidential Information which is:
 - (i) publicly known or becomes publicly known not due to any unauthorised act of the Receiving Party or other party;
 - (ii) independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or
 - (iii) required to be disclosed pursuant to legal requirement provided that the Receiving Party gives the Disclosing Party written notice of such requirement prior to any disclosure.
8. The Receiving Party shall not disclose the Confidential Information to any subcontractor, employee, servant or agent of the Receiving Party except on a need to know basis for the purpose of evaluating a proposed opportunity or relationship contemplated by this Agreement and then only on such terms that preserve the confidential nature of the information.
9. Upon completion of any relationship or opportunity contemplated by this Deed, or upon the request of the Disclosing Party, the Receiving Party shall return all copies of the Confidential Information, including any Confidential Information stored or contained in any computer memory banks used or under the control of the Receiving Party, to the Disclosing Party or certify in writing that all copies of the Confidential Information have been destroyed.
10. The Receiving Party acknowledges that a breach of this deed may cause irreparable harm to the Disclosing Party for which monetary damages may not be an adequate remedy. Accordingly in addition to other remedies that may be available, the Disclosing Party may seek and obtain injunction relief against such a breach or threatened breach.
11. The Parties remains bound by this Deed notwithstanding the termination of this Deed, any negotiations or subsequent agreements.

SIGNED SEALED AND DELIVERED as a DEED by:

<p>Company: Enterprise Management Group Pty Ltd</p> <p>Signature: _____</p> <p>Name _____</p> <p>Title Director</p> <p>Date: / /2023</p> <p>Signature: _____</p> <p>Name _____</p> <p>Title Director/Secretary</p> <p>Date: / /2023</p> <p>Witness: _____</p> <p>Name: _____</p> <p>Date: / /2023</p>	<p>Company: Torres Strait Island Regional Council</p> <p>Signature: _____</p> <p>Name _____</p> <p>Title Director/Sole Director</p> <p>Date: / /2023</p> <p>Signature: _____</p> <p>Name _____</p> <p>Title Director/Secretary</p> <p>Date: / /2023</p> <p>Witness: _____</p> <p>Name: _____</p> <p>Date: / /2023</p>
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MEMORANDUM OF UNDERSTANDING

Enterprise Management Group Pty Ltd

Torres Strait Island Regional Council

Dated: 18/12/2023

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MEMORANDUM OF UNDERSTANDING

BETWEEN

Enterprise Management Group Pty Ltd ABN 54 123 371 022 ("EMG") of 130 McLeod Street, Cairns QLD 4870

and

Torres Strait Island Regional Council ABN 15 292 645 165] ("TSIRC") of Level 3, 111-115 Grafton St, Cairns, Qld 4870

BACKGROUND

1. EMG was established in 2007 and is the lead company in the 'My Pathway Group' which collectively delivers employment, disability supports, community development, training, labour hire, traineeships and apprenticeships and professional services across Australia where it aims to develop peoples' life skills to build stronger communities.
2. The Torres Strait Island Regional Council is Australia's most northerly municipality, representing 15 unique island communities, spread across 42,000km² of sea, and an international border with Papua New Guinea.
3. EMG and TSIRC intend to work together for the benefit of the local community and have entered this MoU to facilitate the work they might undertake together and to better develop the relationship between them and between each of them and the local community.

INTERPRETATION

4. In this Memorandum of Understanding ("MoU") unless the context otherwise requires:
 - (i) Words importing the singular number include the plural number and vice versa;
 - (ii) Clause headings are for reference purposes only;
 - (iii) Where any word or phrase is given a defined meaning any other part of speech or other grammatical form in respect of such word or phrase shall have a corresponding meaning;
 - (iv) A reference to a Statute includes all Regulations under and amendments to that Statute and any Statute passed in substitution for that Statute or incorporating any of its provisions to the extent that they are incorporated;

- (v) References to writing include any mode of representing or reproducing words in tangible and permanently visible form, and includes email and facsimile transmissions;
- (vi) References in this document to the word 'include' or 'including' are to be construed without limitation.
- (vii) References to time are to local time in Queensland;
- (viii) Where time is to be reckoned from a day or event, such day or the day of such event shall be excluded;

BENEFITS

- 5. The parties acknowledge and agree that:
 - (i) each party enters into this MoU on its own behalf and as agent for and on behalf of each of its Related Bodies Corporate and holds the benefits of this MoU as trustee for them; and
 - (ii) the provisions of this MoU may be enforced by each party on behalf of and for the benefit of its Related Bodies Corporate.

SCOPE OF COOPERATION

- 6. This MoU is entered into in and will be based on:
 - (i) equality and mutual respect between the parties;
 - (ii) adherence to client privacy and confidentiality requirements at all times;
 - (iii) acknowledgement of the expertise and intellectual property of each organisation in their specific spheres of activity;
 - (iv) all information being managed in accordance with the latest privacy legislation;
 - (v) both organizations maintaining the strictest commercial confidentiality requirements in relation to business arising from this MoU.
- 7. The parties undertake to observe the utmost good faith in dealings with each other party and shall not do anything nor refrain from doing anything which may prejudice or detract from the rights, assets or interests of the other party.
- 8. Unless expressly stated in the MoU, the parties do not intend any of the provisions of this MoU to be legally enforceable. This however, does not lessen the parties' commitment to the principles and spirit of this MoU. Accordingly, each party will take reasonable steps to give effect to this MoU, and the dealing contemplated by it.
- 9. The MoU does not constitute a partnership, joint venture or relationship of employer and employee between the parties.

ENTERPRISE MANAGEMENT GROUP OBJECTIVES

10. EMG aims to:

- (i) support the effective delivery of local services in the community in conjunction with its group entities in the areas of:
 - a) employment services;
 - b) community development;
 - c) education;
 - d) youth;
 - e) NDIS and health related services;
 - f) traineeship and apprenticeship services;
 - g) enterprise and corporate development;
 - h) social enterprise; and
 - i) projects;
- (ii) develop peoples' life skills to build stronger communities; and
- (iii) work with community organisations and stakeholders to ensure that services delivered in the community are in accordance with community expectations and needs.

TORRES STRAIT ISLAND REGIONAL COUNCIL OBJECTIVES

11. TSIRC aims to:

- (i) represent the interest of all people living in the fifteen 'outer' island communities of the Torres Strait
- (ii) support health, employment, training, community and enterprise development opportunities that will directly benefit the community and increase economic growth and independence;
- (iii) develop a strong and diverse workforce by providing the community with access to training and employment opportunities and develop their capacity to improve workplace prospects.
- (iv) Provide the following services to our communities:
 - Social housing
 - Childcare and aged care
 - Planning
 - Environmental health
 - Indigenous knowledge centres (ikc)
 - Roads
 - Water, waste and sewerage
 - Climate change adaptation
 - Community spaces and events
 - Ports, roads and airports
 - Advocacy

- Native title
- Health and wellbeing.

JOINT COMMITMENTS

12. EMG and TSIRC will cooperate and work together in good faith to:

- (i) work towards forming an Incorporated Joint Venture to tender for future Community Development Program or similar employment and training contract opportunities;
- (ii) work together to provide better access to NDIS Core Support and Allied Health Services for the community and residents;
- (iii) develop any opportunities that arise that they agree will benefit the local community and the parties, and strengthens TSIRCs capacity to deliver more local services, reducing the reliance on outside organisations;
- (iv) establish a MOU Steering Group with agreed membership, terms of reference and governance jurisdiction to support the achievement of these joint commitments.

13. In their dealings with one another and community residents, both parties will ensure that there is a strong emphasis on doing business in and with the community which recognises:

- (i) that an effective relationship will be based on mutual respect, exploration of areas of mutual interest and a rejection of paternalism;
- (ii) that a partnering approach – in which EMG and its companies, governments, local Aboriginal people and their organisations (including, but not limited to, TSIRC) are all expected to make contributions, receive benefits, meet performance requirements and assume appropriate responsibilities – is far more likely to achieve sustainably better outcomes for all stakeholders; and
- (iii) the role of each party as a social and economic development organisation formed with the objectives set out in the 'EMG Objectives', TSIRC Objectives' and 'Background' sections of this document.

EMG COMMITMENTS

14. EMG will, at its own cost:

- (i) work with TSIRC to co-design a service delivery model that supports local access to, and strengthens community benefit from identified opportunities;
- (ii) work with TSIRC to develop a better model for future employment services tenders that align with community aspirations and address local challenges;
- (iii) promote TSIRC in a positive and constructive manner, especially relating to any projects or opportunities collaborated on

- (iv) identify opportunities and funding that support TSIRC and EMG achieve their objectives.

TORRES STRAIT REGIONAL COUNCIL COMMITMENTS

15. TSIRC will, at its own cost:

- (i) promote EMG and the My Pathway Group in a positive and constructive manner when dealing with any third parties and in the community generally,
- (ii) take the lead role in any community design processes and facilitate local decision making by authorised community representatives,
- (iii) identify local aspirations and opportunities for future projects and facilitate the active engagement and involvement of community residents in the development and progression of these opportunities or projects.

DEVELOPMENT OF OPPORTUNITIES

- 16. Unless otherwise agreed in writing, the opportunities to be developed under this MoU must be consistent with each party's objectives as set out above.
- 17. The Steering Group will meet on a regular basis to discuss potential opportunities and ongoing projects. Unless agreed otherwise, these meetings will occur at a minimum, on a quarterly basis and may be conducted by telephone or other electronic means.
- 18. Subject to any limits or rules agreed between the parties, the parties may promote this MoU or the existence of this MoU and the relationship between the parties as a result of the MoU when dealing with third parties (for example when dealing with Government Departments).
- 19. If the parties agree to pursue an opportunity jointly, they will enter into an appropriate form of legally binding written contract to record that agreement, which will be negotiated in good faith between the parties and signed as soon as practicable after agreeing to pursue the opportunity.
- 20. Among other things, the written contract contemplated by Clause 169 above will describe:
 - (i) the scope of the opportunity/project;
 - (ii) the respective roles and responsibilities of the parties;
 - (iii) the roles and responsibilities of any third party to be engaged jointly in relation to the opportunity/project;
 - (iv) any exclusivity or similar restrictions applicable to the parties' dealings in relation to the opportunity/project; and
 - (v) funding arrangements and the fees (if any) payable in respect of services (if any) provided by a party to the other under the written contract.

21. A party may substitute a related body corporate (as defined in the Corporations Act 2001 (Cth)) of that party in the written contract.
22. Neither party is obliged to expend any funds or commit any other resources to the pursuit of the opportunity unless and until the written contract is signed, and then only in accordance with that contract.

EFFECTIVE DATE AND LENGTH OF MoU

23. This MoU will commence on 01/12/2023 and shall continue in effect for a period of 3 years unless extended by agreement in writing between the parties.
24. This MoU may be terminated prior to the expiry date by mutual agreement of the parties cooperating, subject to one (1) months' written notice.

APPOINTMENT OF REPRESENTATIVES

25. The parties respectively appoint the following persons as their representatives for the purposes of this document:
 - (i) EMG: Robert Tippins. Associate Director – Strategic Partnerships.
 - (ii) TSIRC: James William. Chief Executive Officer
26. Each of parties will ensure that its representative is reasonably available:
 - (i) to meet the representative of the other party, as contemplated by clause 17;
 - (ii) to engage with third parties, as contemplated by clause 18, and
 - (iii) otherwise to enable the party to discharge its obligations under this document.
27. A party may from time to time substitute another person as its representative under this clause, and must notify the other party if it does so.

NOTICES

28. Any notice required for the purposes of this document must be in writing, signed by the party giving it and must be posted, sent by facsimile or email or hand delivered to the address, facsimile number or email address of the other party set out in the table below. If a notice is given by email or facsimile, an original must also be posted or delivered by hand to the relevant address.
29. A party may amend any of its contact details set out in the table below by giving notice of the new details to the other party.

CONTACT DETAILS	
Enterprise Management Group	Torres Strait Regional Council
Robert Tippins	James Willam
Contact details: Enterprise Management Group	Contact details: Torres Strait Regional Council

PO Box 6795, Cairns, Qld, 4870 Telephone: 07 4033 3400	PO Box xxxxx, Cairns, Qld 4870 Telephone: xxxx
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CONFIDENTIALITY

30. For the purposes of this clause, **Confidential Information** means information that may be given or acquired in any form or media (whether written or oral) before, on, or after the date of this document, and means information that:

- (i) is by its nature confidential;
- (ii) is communicated by the party disclosing the information (**Discloser**) as being confidential or which the recipient of the information (**Recipient**) knows or ought to know is confidential;
- (iii) and which includes information that:
- (iv) relates to the internal management structure of the Discloser or the personnel, policies and strategies of the Discloser;
- (v) is of any actual or potential commercial value to the Discloser or to the person or corporation which supplied the information;
- (vi) relates to the Discloser's financial affairs, clients or supplies; and
- (vii) concerns the terms of this document and the fact that the Discloser may disclose information to that Recipient.

31. Each of the parties agrees:

- (i) to keep confidential all Confidential Information of which the first party becomes aware, and use that information only for the purposes contemplated by this document (and reasonably ancillary purposes) or for the purpose of enforcing this document; and
- (ii) to ensure its Related Corporations and its and their employees and contractors do likewise,

but the obligation to keep information confidential will not apply to the extent that the person disclosing it is required by law to disclose the information, the information is already in the public domain (except because of unauthorised disclosure by that person), or the relevant party has expressly or impliedly consented to disclosure.

32. The parties agree to assume responsibility for the actions of its consultants, employees, agents, officers and advisers who have access to the Confidential Information.

33. The Parties agree that the terms and obligations set out in this clause are binding upon the parties and will indefinitely survive the finalisation or discontinuance by the parties of their mutual dealings.

OWNERSHIP OF MATERIALS

34. TSIRC acknowledges that any materials, records, brochures, documents, information or other intellectual property ("Materials") produced by EMG or provided to TSIRC by EMG at all times remains the property of EMG. TSIRC must return all such Materials to EMG at the expiry or termination of this MOU and must not otherwise make use of the Materials or any part of the Materials other than for the purposes of this MOU.
35. EMG acknowledges that any Materials produced by TSIRC or provided to EMG by TSIRC at all times remains the property of TSIRC. EMG must return all such Materials to TSIRC at the expiry or termination of this MOU and must not otherwise make use of the Materials or any part of the Materials other than for the purposes of this MOU.

DISPUTES

36. Any dispute arising out of the interpretation or implementation of this MoU will adhere to the following process:
- (i) In the event of a dispute arising between the parties in relation to any matter contemplated by this MOU, each party agrees to take all reasonable steps to resolve the issue between themselves in the first instance;
 - (ii) If an agreement cannot be reached within a reasonable time, the parties agree to appoint and agree on an independent mediator, the cost of which shall be borne equally;
 - (iii) Both parties hereby agree and acknowledge that neither party will take any action on any disputed matter until the above mediation process has been exhausted with the exception of a party obtaining any injunctive, declaratory or other interlocutory relief from a Court which may be urgently required.

VARIATION

37. This MOU may be amended or varied or waived at any time by agreement in writing by the parties.

GENERAL PROVISIONS

38. Governing law
- (i) This MoU is governed by the laws of Queensland and the Commonwealth of Australia which are in force in Queensland.
 - (ii) The parties submit to the jurisdiction of the Courts of Queensland, relevant Federal Courts and Courts competent to hear appeals from them.

39. Further assurances

- (i) The parties must execute and deliver all documents and must do all things as are necessary for the complete performance of their respective obligations under this MoU.

40. Entire understanding

- (i) This MoU contains the entire understanding and agreement between the parties as to the subject matter of this MoU.
- (ii) All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of this MoU are merged in this MoU and are of no further effect.
- (iii) No oral explanation or information provided by a party to another affects the meaning or interpretation of this MoU or constitutes any collateral agreement, warranty or understanding.

41. Counterparts and fax

- (i) This MoU may be executed in any number of counterparts and when executed communication of the fact of execution to the other parties may be made by sending evidence of execution by fax or email.

42. Attorneys

- (i) Where this MoU is executed for a party by an attorney, the attorney by executing it declares that the attorney has no notice of revocation of the power of attorney.

43. Costs

- (i) The parties must bear their own costs of and incidental to the negotiation, preparation and execution of this MoU.

44. Contra proferentem

- (i) The contra proferentem rule and other rules of construction will not apply to disadvantage a party whether that party put the clause forward, was responsible for drafting all or part of it or would otherwise benefit from it.

45. Time of the essence

- (i) Time is in all cases and in every respect of the essence of this MoU.

IN WITNESS WHEREOF the parties have executed this Memorandum of Understanding on the dates below SIGNED for and on behalf of the:

Company: Enterprise Management Group Pty Ltd	Company: Torres Strait Island Regional Council
Signature: _____	Signature: _____
Name _____	Name _____
Title Director	Title Director
Date: / /2023	Date: / /2023
Signature: _____	Signature: _____
Name _____	Name _____
Title Director/Secretary	Title Director/Secretary
Date: / /2023	Date: / /2023
Witness: _____	Witness: _____
Name: _____	Name: _____
Date: / /2023	Date: / /2023

Shareholders Agreement

[TBC] Pty Ltd ACN [TBC]
(Company)

[insert]
(First Shareholder)

Enterprise Management Group Pty Ltd ACN 123 371 022
(Second Shareholder)

[TBC]
(Director)

[TBC]
(Director)

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Dated:

Parties:

[TBC] Pty Ltd ACN [TBC] of 130 McLeod Street, Cairns in the State of Queensland

(Company)

{insert partner name} of [TBC] in the State of Queensland

(First Shareholder)

Enterprise Management Group Pty Ltd ACN 123 371 022 of 130 McLeod Street,
Cairns in the State of Queensland

(Second Shareholder)

[TBC] of [TBC] in the State of Queensland

(Director)

[TBC] of [TBC] in the State of Queensland

(Director)

Background:

- A. As at the Effective Date:
 - I. the First Shareholder holds 51 fully paid ordinary shares in the Company; and
 - II. the Second Shareholder holds 49 fully paid ordinary shares in the Company.
- B. The Company carries on the Business.
- C. The parties wish to record their agreement as to how the Company will carry on the Business and manage its affairs.
- D. The parties wish to record their agreement about the involvement of the Directors and Shareholders in the Business and the Company.
- E. The parties wish to record their agreement as to how the Shareholders may deal with their Shares.

The Parties Agree:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

- (a) **Accountant** means the Company's accountant appointed by the Company for preparing and/or auditing the accounts of the Company;

(b) **Address for Service** means:

(i) Company

Postal Address: PO Box 6795, Cairns QLD 4870

Email Address: c.moffat@mypathway.com.au

(ii) First Shareholder

Postal Address: [TBC]

Email Address: [TBC]

(iii) Second Shareholder

Postal Address: PO Box 6795, Cairns QLD 4870

Email Address: c.moffat@mypathway.com.au

(iv) Directors

[TBC]

Postal Address: [TBC]

Email Address: [TBC]

[TBC]

Postal Address: [TBC]

Email Address: [TBC];

(c) **Agreement** means this Shareholders Agreement;

(d) **Annual Program** means a program for the carrying on of the Business during a Financial Year and consists of:

(i) a business plan setting out the Company's proposed marketing plans, finance arrangements, capital expenditures, corporate compliance programs and activities for the carrying on of the Business during that Financial Year; and

(ii) a budget setting out an estimate of the income to be received and the expenses to be incurred in carrying out that business plan.

(e) **Board** means the board of Directors;

(f) **Business** means the business carried on by the Company, being the delivery of the Australian Government's Community Development Program in the [insert region] Region and related ancillary activities;

(g) **Company** means [TBC];

(h) **Confidential Information** means this Agreement and the information, forms, specifications, policies, processes, statements, formulae, trade secrets, drawings and data (and copies and extracts made of or from that information

and data) whether recorded in writing or otherwise and whether in existence as at the Effective Date or created or supplied after the Effective Date concerning:

- (i) the matters contemplated by this Agreement;
- (ii) the operations and dealings of the Business, the Company or a Shareholder;
- (iii) the organisation, finance, customers, markets, suppliers, Intellectual Property Rights and know-how of the Company, the Business, a Shareholder or a Related Body Corporate of the Company or a Shareholder;
- (iv) the operations and transactions of a party concerning the Business and that Shareholder's shareholding in the Company; and

which is not in the public domain, except as a result of the failure of a party to perform and observe its obligations under this Agreement;

- (i) **Constitution** means the constitution of the Company as adopted and amended by the Company from time to time;
- (j) **Deadlock** has the meaning given in clause 13.1;
- (k) **Directors** means the Director/s named in clause 7.1 and any other director of the Company from time to time;
- (l) **Effective Date** means the date of this Agreement;
- (m) **Encumber** or **Encumbered** means to mortgage, pledge, charge, grant a debenture, assign as security, grant a security interest or other analogous security or otherwise encumber and **Encumbrances** has the corresponding meaning;
- (n) **First Shareholder** means [insert];
- (o) **Financial Year** means a period of 12 consecutive months ending on 30 June or on another day as determined by the Board from time to time;
- (p) **Independent Accountant** means a duly qualified and experienced person appointed by the Company to determine the market value of the relevant Shares under clause 22 or a determination of costs/charges under clause 11.4. The Independent Accountant must be a duly qualified accountant having at least 10 years' experience in preparing financial valuations of business enterprises/companies of similar size, industry and value as the Company;
- (q) **Initial Annual Program** means the Annual Program for the period beginning on the Effective Date, a copy of which is annexed as Annexure A to this Agreement;
- (r) **Intellectual Property Rights** means all intellectual property rights, including but not limited to:
 - (i) data (and copies and extracts made of or from that information and data), systems, processes, materials, records, brochures, information, know-how, client, customer and referrer lists;

- (ii) patents, copyright, registered designs, trademarks and any right to have confidential information kept confidential; and
 - (iii) any application or right to apply for registration of any of the rights referred to in paragraph (ii) of this definition;
- (s) **Irremediable Breach** means a breach of an obligation under this Agreement that cannot be remedied but does not include a breach in the performance of an obligation within a time specified in this Agreement unless the obligation is incapable of being performed after the end of the time specified;
- (t) **Law** means the *Corporations Act 2001* (Cth) and its regulations as amended and in force from time to time;
- (u) **Managing Director** means the managing director of the Company appointed for the time being under clause 10.1;
- (v) **NPAT** means net profit after tax;
- (w) **Premises** means the premises being the principal place of business of the Company from time to time;
- (x) **Related Body Corporate** of a party or the Company means a corporation that is related to that party or the Company under section 50 of the Law;
- (y) **Respective Proportions** means the proportions in which each of the Shareholders are to share the rights and obligations of the Company, being the ratio of Shares owned by each Shareholder at the particular time to the total Shares, which as at the Effective Date is 51% held by the First Shareholder and 49% held by the Second Shareholder;
- (z) **Restraint Areas** means:
 - (i) [insert areas];
- (aa) **Restraint Periods** means in relation to a Director and Shareholder, during the period from the Effective Date until the date this Agreement is terminated in respect of the party and:
 - (i) during the period of 2 years from the date of their ceasing to be bound by the provisions of this Agreement;
 - (ii) during the period of 18 months from the date of their ceasing to be bound by the provisions of this Agreement;
 - (iii) during the period of 12 months from the date of their ceasing to be bound by the provisions of this Agreement;
 - (iv) during the period of 6 months from the date of their ceasing to be bound by the provisions of this Agreement;
- (bb) **Second Shareholder** means Enterprise Management Group Pty Ltd ACN 123 371 022;
- (cc) **Shareholder** means any person holding shares in the Company from time to time;

- (dd) **Shares** means issued shares irrespective of their class in the capital of the Company, as the context requires;
- (ee) **to transfer** means to sell, assign, transfer, convey or otherwise dispose of, and **transfer** and **transferring** have corresponding meanings; and
- (ff) **Valuation** means a valuation of Shares made in accordance with clause 22.
- (gg) **[insert] Region means [insert description of region].**

1.2 Interpretation

In this Agreement, except to the extent the context otherwise requires:

- (a) a reference to a person includes any other legal entity;
- (b) a reference to a legal entity includes a person;
- (c) words importing the singular number include the plural number;
- (d) words importing the plural number include the singular number;
- (e) the masculine gender must be read as also importing the feminine or neuter gender;
- (f) a reference to a party includes the party's heirs, executors, successors and permitted assigns;
- (g) clause headings are for reference purposes only and must not be used in interpretation;
- (h) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form concerning the word or phrase has a corresponding meaning;
- (i) a reference to a statute includes all regulations and subordinate legislation and amendments;
- (j) references to writing include any mode of representing or reproducing words in tangible and permanently visible form and includes email and fax;
- (k) a reference to a monetary amount is a reference to an Australian currency amount;
- (l) an obligation of two or more parties binds them jointly and each of them severally;
- (m) an obligation incurred in favour of two or more parties is enforceable by them severally;
- (n) references to time are to local time in Queensland;
- (o) where time is to be reckoned from a day or event, the day or the day of the event must be excluded;
- (p) a reference to a business day means a day that is not a Saturday, Sunday or public holiday in Cairns;

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

Purpose of the Company and Relationship between the Parties

2. COMMITMENT TO COMPANY AND BUSINESS

2.1 Each party must:

- (a) co-operate and use that party's best endeavours to ensure that the Company successfully conducts the Business;
- (b) not use Confidential Information in a way which does or is reasonably likely to damage the Company, the Business or any of the Shareholders;
- (c) not unreasonably delay any action, approval, direction, determination or decision which is required of the party;
- (d) exercise their powers and discharge their duties in good faith and in the best interests of the Company and for a proper purpose;
- (e) make approvals or decisions that are required of the party in good faith and in the best interests of the Company and the conduct of the Business as a commercial venture;
- (f) be just and faithful in the party's activities and dealings with the other parties;
- (g) exercise their powers and discharge their duties with care and diligence;
- (h) act in the best interests of Company;
- (i) not use their position or information gained as a result of their position or involvement in the Company for personal gain or to cause detriment to the Company;
- (j) not use any property of the Company for personal use unless specifically resolved by the Company;
- (k) avoid and properly manage conflicts of interests, provide the Board with notice and details of any conflict of interests, and comply with clause 11.15; and
- (l) ensure, where a party is a Director, that they discharge their director's duties in accordance with the requirements of those duties at law.

2.2 The Directors agree that at least 1 month before the end of each Financial Year they will meet to establish and agree the Annual Program for the following Financial Year in accordance with this Agreement.

2.3 The parties must use their best endeavours to ensure that the Company operates the Business in accordance with the relevant Annual Program.

- 2.4 The parties' intention is for the First Shareholder to be upskilled in the operation of the Business and for the First Shareholder's knowledge and procedures to be developed over time with a view to the First Shareholder ultimately being able to tender for delivery of the Australian Government's Community Development Program (or replacement program) in the [insert] Region after such time agreed between the parties, which, as at the Effective Date) is anticipated to be 10 years.

Commented [A1]: optional

3. SHAREHOLDERS

- 3.1 The Shareholders acknowledge that the Company is being formed and run for growth and for the creation of equity value.
- 3.2 The Company permits, after receiving reasonable notice, a Shareholder or their representative to:
- (a) visit and inspect the Premises and any property of the Company;
 - (b) inspect and take copies of documents relating to the Business and the Company's affairs including its financial records; and
 - (c) discuss the Business and Company's affairs, finances and financial records with the Company's officers, employees and accountants,
- at reasonable times and as often as is required, at the cost of the Shareholder.

4. RELATIONSHIP OF PARTIES

- 4.1 The parties agree that:
- (a) the rights, duties and obligations of the parties under this Agreement are several and not joint or joint and several;
 - (b) where a Shareholder comprises 2 or more persons, an obligation or agreement to be performed or observed by that Shareholder binds those persons jointly and severally;
 - (c) nothing in this Agreement constitutes or may be construed to constitute a party as the partner, agent, employee or representative of another party;
 - (d) a party has no power to incur obligations on behalf of, or pledge the credit of, another party in any manner whatsoever; and
 - (e) except as specifically provided in this Agreement, a party has no authority to act for, or to create, or assume, any responsibility or obligation for, another party.

5. TERM

This Agreement will commence on the Effective Date and remain in force until terminated in accordance with clause 19.

6. STATUS

The Company is and will remain a proprietary company limited by shares under the Law.

Establishment of the Company's Board and Meeting Rules

7. BOARD OF DIRECTORS

- 7.1 The initial Directors of the Company are [TBC].
- 7.2 The following Shareholders are each entitled to appoint 2 Directors from time to time:
- (a) the First Shareholder; and
 - (b) the Second Shareholder.
- 7.3 Without limitation to clause 7.2, non-Shareholder appointed Directors may be appointed by unanimous resolution of the Shareholders.
- 7.4 The appointment of any person as a Director (other than those persons named as Directors in clause 7.1), is subject to and conditional upon that person entering into an agreement with the parties to this Agreement (in a form set out in Schedule 2 or another form satisfactory to those parties) agreeing to be bound by this Agreement as if that person were an original party to this Agreement.
- 7.5 For the avoidance of doubt no person shall be entitled to be appointed as a Director unless they are a party to this Agreement or the condition referred to in clause 7.4 has been fulfilled to the parties' reasonable satisfaction.
- 7.6 A Director may be removed from the office of Director if:
- (a) the Shareholders pass a resolution to remove that Director and the resolution is passed by Shareholders entitled to vote on the resolution representing at least 75% of the Ordinary Shares issued by the Company;
 - (b) a Director is disqualified from acting in his/her role as a Director by operation of law; or
 - (c) a Director is unable to act in his/her role as Director.
- 7.7 Circumstances whereby a Director may be removed from the office of Director in accordance with clause 7.6 include, but are not limited to, circumstances where a Director:
- (a) engages in conduct which causes (or is likely to cause) serious harm to the Company or the Business or the reputation of the Company or the Business;
 - (b) commits any act of serious dishonesty or fraud on the Company or Business;
 - (c) is prohibited from holding the office of Director or officer (as that term is defined in the Law) of a company;
 - (d) dies or becomes permanently incapacitated by illness or injury which prevents the Director from performing that Director's duties as Director;
 - (e) becomes of unsound mind or is placed under the control of any committee or officer pursuant to any law concerned with mental health;

- (f) is unable by reason of injury, sickness or ill-health to carry out the Director's functions in a proper and businesslike manner for any consecutive period of 12 months or a longer period approved by the Board; or
- (g) otherwise ceases to act as Director.

7.8 In the event a Director is removed from the office of Director:

- (a) the Director will cease to be a Director of the Company on the date of the removal under clause 7.7; and
- (b) the Shareholders may resolve to appoint a replacement Director, or if the removed Director was appointed by a Shareholder pursuant to clause 7.2, the Shareholder who appointed the removed Director shall appoint a replacement Director in accordance with their right to do so under clause 7.2.

7.9 For the avoidance of doubt, a Director may resign by notice to the Company.

7.10 Alternate Directors

- (a) A Director may, with the approval of the Board, appoint a person (whether a member of the Company or not) to be an alternate director in their place during such period as the Director thinks fit.
- (b) The appointment of an alternate director may be terminated at any time by the appointer.
- (c) An appointment, or the termination of an appointment, of an alternate Director must be in writing signed by the Director who made the appointment and served on the Company.
- (d) An alternate Director is entitled to notice of meetings of the Directors and to attend and participate in discussions at meetings and is entitled to vote.
- (e) An alternate Director may exercise any right that the appointer Director may exercise and the exercise of any such power by the alternate Director shall be deemed to be the exercise of the power by the appointer.

7.11 Board meetings

- (a) Regular Board meetings must be held, with a minimum of 4 Board meetings per calendar year.
- (b) The minutes of each Board meeting must be circulated to all Directors within 7 days of the Board meeting.
- (c) A notice of meeting and an agenda must be circulated 5 days in advance of a Board meeting, including minutes from the last Board meeting for approval. The agenda must include:
 - (i) a review of trading activities and financial status of the Company; and
 - (ii) any other material issues that are proposed for inclusion by Directors. Proposed agenda items should be proposed to the Chairperson at least 7 days prior to the Board meeting.
- (d) A quorum for any Board meeting shall be constituted by the presence of a Director who is the appointee of each of the First Shareholder and Second

Shareholder and an equal number of Directors appointed by each the First Shareholder and Second Shareholder.

- (e) A Director may attend a Board meeting via telephone, teleconference or any other technological medium which allows the Director to hear and be heard at the meeting.

8. DECISIONS

8.1 Subject to the Law and to any provisions of this Agreement to the contrary, a decision by the Directors or the Shareholders may be made by a simple majority vote.

8.2 Notwithstanding any other provision of this Agreement, any decision of the Shareholders regarding the following matters must be unanimous:

- (a) The remuneration to be received by each Director (if any);
- (b) changes to the dividend policy set out in this Agreement;
- (c) any change to distribution of dividends from the Respective Proportions;
- (d) any change in the nature of the Business from that as at the Effective Date;
- (e) any amendments to the Constitution or other governing documents of the Company; and
- (f) any matters that are material in nature to the operation and profitability of the Business.

8.3 Notwithstanding any other provision of this Agreement, any decision of the Directors regarding the following matters must be unanimous:

- (a) the introduction of Shareholders other than those Shareholders as at the Effective Date;
- (b) any issue of shares of any class, reconstruction of the shares/classes, variation of share class rights or cancellation or buy-back of shares;
- (c) the granting of any security interests, charges, debentures or other analogous security or encumbrance over the Company or its significant assets, other than in the ordinary course of its business;
- (d) the obtaining of any liability (other than loan/s, Guarantee/s or liabilities that have been included in the Company's budget) by the Company where the amount will exceed an amount determined by the Board from time to time (noting that the decision to set the amount must also be unanimous, and in the absence of any unanimous decision to set the amount, the amount shall be \$200,000) ;
- (e) the obtaining of any loan/s or provision of any guarantees;
- (f) disposal of an asset of the Company valued in excess of an amount determined by the Board from time to time (noting that the decision to set the amount must also be unanimous, and in the absence of any unanimous decision to set the amount, the amount shall be \$50,000); and
- (g) any matters that are material in nature to the operation and profitability of the Business.

8.4 In the event of any inconsistency between this clause 8 and any other provision of this Agreement, this clause 8 shall prevail to the extent of the inconsistency.

9. CHAIRPERSON

9.1 Subject to Clause 9.2 below, the Chairperson of the Company shall be appointed by the Board from time to time.

9.2 The initial Chairperson will be [TBC].

9.3 The Chairperson of the Board shall act as Chairperson of any general meeting of the Shareholders and any meeting of the Board.

9.4 The Chairperson does not have a casting vote either at a Directors meeting or a meeting of Shareholders.

10. MANAGEMENT OF THE COMPANY

10.1 The parties agree that a Managing Director may be appointed by the Board from time to time by unanimous resolution of the Board.

10.2 If an appointment of a Managing Director is in effect, the Managing Director is responsible for:

- (a) management of all activities of the Company in the conduct of the Business;
- (b) the general administration of the Company;
- (c) the day to day management of the financial affairs of the Company; and
- (d) control and direction of all employees and officers of the Company and all employees and officers of the Company are to report to the Managing Director.

10.3 The Managing Director is subject to the directions of, and must report to, the Board.

10.4 The parties must ensure that the Directors receive from the Company sufficient management and financial information and reports to allow them to manage the Business and Company effectively.

10.5 The parties must ensure that the Company permits, after receiving reasonable notice, a Director or their representative and a party to:

- (a) visit and inspect the Premises and any property of the Company;
- (b) inspect and take copies of documents relating to the Business and the Company's affairs including its financial records; and
- (c) discuss the Company's affairs, finances and financial records with the Company's officers, employees and accountants,

at reasonable times and as often as is reasonable.

10.6 The parties must use their best endeavours to ensure that the Company:

- (a) keeps its assets in good repair and working order and condition (reasonable fair wear and tear excepted) and makes, from time to time as is necessary, proper repairs, renewals and replacements;

- (b) complies with the contracts, arrangements and property and equipment leases to which it is a party;
- (c) if practicable, keeps its tangible assets insured by a financially sound and reputable insurer against loss or damage by fire, explosion and other risks customarily insured against by companies conducting businesses similar to the Business in amounts not less than the full insurable value of those assets;
- (d) maintains insurance with a financially sound and reputable insurer against other hazards and risks and liability to persons and property, including directors' and officers' insurance;
- (e) keeps true records and financial records in which full, true and correct entries are made of all dealings or transactions concerning the Business and the Company's affairs using generally accepted accounting principles consistently applied; and
- (f) causes its statements of financial position and financial performance to:
 - (i) be prepared and audited using generally accepted accounting principles consistently applied from time to time, except to the extent disclosed in those accounts;
 - (ii) give a true and fair view of the state of the Company's affairs and the result of its operations, as at the date, and for the period ending on the date, to which those accounts are prepared; and
 - (iii) observe and conform with all valid requirements of government authorities relating to the Business, the Company and its assets.

Company Policies – Rules to Guide the Operation of the Company

11. COMPANY POLICIES

11.1 The parties acknowledge that the Initial Annual Program may detail a number of policy objectives for the Company.

11.2 The parties agree that:

- (a) the Company may agree to utilise employees of the Shareholders to carry out the Business and those employees will continue to be employed by the respective Shareholder and will be charged to the Company at rates agreed in writing between the Company and the Shareholder;
- (b) the Second Shareholder will provide all administrative and support services for the Business and the Company and the costs for provision of those services shall be charged to the Company at rates agreed in writing between the Company and the Shareholder.

11.3 In addition to clause 11.2(b), if the Company requires other services that may be provided by a Shareholder, then the Company may, wherever reasonably practicable and if that Shareholder agrees, appoint that Shareholder to provide the necessary services.

- 11.4 In addition to clause 11.2(b), where the Company uses the services provided by a Shareholder, the Company must pay the costs of those services at such rates agreed by the Company and the Shareholder and, in the event of dispute, as determined by the Independent Accountant.
- 11.5 The Second Shareholder may make its assets available for use by the Company and if that occurs, those assets are to remain the property of the Second Shareholder. The costs for use of those assets shall be charged to the Company at rates agreed between the Company and the Shareholder from time to time.
- 11.6 Without limitation to clause 11.5, all assets of each Shareholder (including without limitation Intellectual Property Rights) utilised by the Company, shall remain the sole property of the Shareholder who has made those assets available to the Company for use.
- 11.7 Any assets acquired by the Company (as distinct from assets of a Shareholder made available to the Company pursuant to clause 11.5 or Clause 11.6), shall become the sole property of the Company and the Shareholders shall have an interest in such property in their Respective Proportions upon winding-up of the Company.
- 11.8 The Premises from which the Business is operated will be determined by the Board from time to time.
- 11.9 The Company will obtain from each employee and officer of the Company a covenant that he or she will not disclose any Confidential Information to a third party (provided that this does not extend to the provision of information to a Related Entity where it may be required to assist in the provision of services to the Company).
- 11.10 The Parties agree that:
- (a) the Company must take appropriate steps to ensure that ownership of all Intellectual Property Rights developed, created, authored, discovered, conceived or designed by the Company, its employees, contractors, sub-contractors and agents in the conduct of the Business is retained by the Company, unless otherwise agreed by unanimous resolution of Shareholders; and
 - (b) notwithstanding Clause 11.10(a), Intellectual Property developed by a Shareholder and utilised in the provision of services to the Company remains the property of, and fully owned by, that Shareholder and does not become the property of the Company.
- 11.11 No dividends shall be paid to Shareholders until all Shareholder loans are paid in full, unless otherwise determined by the Board.
- 11.12 No more than 50% of the NPAT of the Company, or such other percentage as resolved by the Directors from time to time, in an accounting period can be paid as dividends unless the Board otherwise determines that a higher percentage can be paid as a dividend. The Board may approve distributions being made to Shareholders in advance of the end of a Financial Year.
- 11.13 Any dividends paid must be distributed to the Shareholders in equal proportions (i.e. 50% each) notwithstanding that their Respective Proportions may vary from 50% each from time to time.
- 11.14 The Company will ensure that delegation and approval frameworks are in place for the execution of all cheques and approval of all electronic banking transactions and such delegations are to be approved by the Board from time to time

- 11.15 A Director must not commit the Company to any purchase, contract or agreement or incur any liability or obligation (that is not then budgeted for in a budget approved by the Board) on behalf of the Company that would equal \$10,000.00 or more without the other Director's or Directors' (as the case may be) unanimous consent in writing.

Conflict of Interest – A guide for each party

12. CONFLICTS OF INTEREST

12.1 Subject to clause 12.5, each Shareholder and Director undertakes and agrees that:

- (a) it will use its best endeavours not to do anything that would conflict with the obligations of the Shareholder/Director under this Agreement or at law;
- (b) if for whatever reason, a Shareholder or Director is (or potentially may be) in a position of conflict as referred to in clause 12.1(a) then the Shareholder/Director must advise the Board in writing within 7 days of the conflict arising in order for the conflict to be resolved;
- (c) if the conflict cannot be resolved within 14 days of the Board receiving notice of the conflict then the Company or a Shareholder may undertake appropriate legal action to protect its position having regard to the nature of the conflict unless the Shareholders or Directors (as the case may be) (who do not have a conflict) otherwise unanimously agree; and
- (d) a conflict of interest should be considered to exist in circumstances where a competing personal, business or other interest and/or personal, business or other duty of a Director or Shareholder must be managed in such a way that maintains the paramount responsibility of that Director/Shareholder to the Company. Where a Director or Shareholder is in doubt as to whether a conflict exists, they should treat the matter as a potential or perceived conflict and raise the issue with the Board in accordance with clause 12.1(b).

12.2 Subject to clause 12.5, all Directors must:

- (a) contribute fully and frankly to the discussions and work of the Board, drawing on their individual backgrounds, including their professional involvement, skills, experience and interests;
- (b) strive to avoid actual or perceived conflicts of interest, or conflicts of interest which may arise because of some aspect of their individual background conflicting or being perceived to conflict with their work for or within the Board;
- (c) exercise their powers and discharge their duties with the degree of care and diligence that a reasonable person in their position would do;
- (d) exercise their powers and discharge their duties in good faith and for a proper purpose;
- (e) not improperly use their position to gain an advantage for themselves or someone else, to the Company's detriment; and

- (f) not (having obtained information by reason of their position as Director) improperly use the information to gain an advantage for themselves or someone else, or cause detriment to the Company.

12.3 Subject to clause 12.5, the Directors acknowledge that there is a distinction between:

- (a) the legal duties of directors and officers with respect to each of the management of conflicts of interest and the protection of the Confidential Information; and
- (b) the broader, commonly accepted, "standards" of good corporate governance which are emerging from boardroom practice when it comes to the management of conflicts of interest and Confidential Information. The fundamental distinction is that:
 - (i) the true legal duties provide the minimum legal standard which the directors of any company must reach in respect of the management of conflicts of interest; and
 - (ii) the commonly accepted "standards" of good corporate governance are a constantly shifting concept, driven by the understanding that the legal minimum does not always equate to the most desirable way for a board or its directors to operate in the particular circumstances of the Company and that the Board and Directors shall strive to adopt best practice.

12.4 Subject to clause 12.5, each Director acknowledges and agrees:

- (a) that given the Board's authority and responsibility for the Company's governance and that it occupies a position of trust regarding the Company's financial assets, they are subject fiduciary and other duties imposed by the Law and common law; and
- (b) that they will apply good corporate governance principles as noted in clause 12.3 above when undertaking the work of the Board.

12.5 The parties acknowledge and agree that notwithstanding any other provision of this Agreement:

- (a) the Second Shareholder and the Directors appointed by the Second Shareholder have disclosed to the Company and the Directors, as evidenced in the Agreement, that they may be involved in, or may look to establish or be involved in businesses or activities in the [insert] Region other than the Business;
- (b) to the extent required at law, the Company and Directors (other than the Directors appointed by the Second Shareholder) have consented to the Second Shareholder and the Directors appointed by the Second Shareholder, as evidenced in the Agreement, undertaking the activities set out in clause 12.5(a);
- (c) the Second Shareholder and the Directors appointed by the Second Shareholder are entitled to all income and profits derived by the activities undertaken pursuant to clause 12.5(a);
- (d) the Second Shareholder and the Directors appointed by the Second Shareholder will not have a conflict of interest where those Directors or the Second Shareholder are involved in, or looking to establish or be involved in, any business or activities in the [insert] Region unless such activities are in direct competition with the Business in the [insert] Region; and

- (e) no party shall be entitled to take any action or make any claim against the Second Shareholder or the Directors appointed by the Second Shareholder alleging a conflict of interest, breach of director/fiduciary duties or any other cause of action as a result of any interest or business or activities in the [insert] Region unless such activities are in direct competition with the Business in the [insert] Region. For the avoidance of doubt the Company and Directors are not entitled to seek any account of profits, injunction or commence any legal proceedings against the Second Shareholder or the Directors appointed by the Second Shareholder relating to the activities undertaken pursuant to clause 12.5(a). This clause may be pleaded as a bar to any legal proceedings which may be commenced by any party.

12.6 The parties acknowledge and agree that notwithstanding any other provision of this Agreement:

- (a) the First Shareholder and the Directors appointed by the First Shareholder have disclosed to the Company and the Directors, as evidenced in the Agreement, that they may be involved in, or may be looking to establish or be involved in businesses or activities in the [insert] Region other than the Business;
- (b) to the extent required at law, the Company and Directors (other than the Directors appointed by the First Shareholder) have consented to the First Shareholder and the Directors appointed by the First Shareholder, as evidenced in the Agreement, undertaking the activities set out in clause 12.6(a);
- (c) the First Shareholder and the Directors appointed by the First Shareholder are entitled to all income and profits derived by the activities undertaken pursuant to clause 12.6(a);
- (d) the First Shareholder and the Directors appointed by the First Shareholder will not have a conflict of interest where those Directors or the First Shareholder are involved in, or are looking to establish or be involved in, any business or activities in the [insert] Region as long as such activities are not in direct competition with the Business in the [insert] Region; and
- (e) no party shall be entitled to take any action or make any claim against the First Shareholder or the Directors appointed by the First Shareholder alleging a conflict of interest, breach of director/fiduciary duties or any other cause of action as a result of any interest or business or activities in the [insert] Region so long as those activities are not in direct competition with the Business in the [insert] Region. For the avoidance of doubt the Company and Directors are not entitled to seek any account of profits, injunction or commence any legal proceedings against the First Shareholder or the Directors appointed by the First Shareholder relating to the activities undertaken pursuant to clause 12.6(a). This clause may be pleaded as a bar to any legal proceedings which may be commenced by any party.

Deadlocks – A means of resolving decision impasses

13. DEADLOCKS

- 13.1 If the Board or the Shareholders are unable to make a decision on an issue in accordance with the processes for decisions set out in this Agreement, a deadlock will arise (**Deadlock**) and the parties will follow the procedure set out in this clause 13.
- 13.2 If, after exhausting the procedure set out in clause 23 the Board or Shareholders cannot make a decision on the relevant issue causing the Deadlock then 1 or more parties (**Offering Party**) may offer by notice in writing (**Offer Notice**) to the other parties (**Receiving Parties**) to sell all of the Offering Party's Shares to the Receiving Parties:
- (a) for a price per Share in a monetary consideration only and payable in 1 instalment (**Share Offer Price**); and
 - (b) on the other terms and conditions set out in the Offer Notice.
- 13.3 On receipt of the Offer Notice, the Receiving Parties may reconsider their position on the relevant issue causing the Deadlock.
- 13.4 If the Deadlock is not resolved within 14 days of the date of receipt of the Offer, the Receiving Parties must collectively, within a further 7 days, either:
- (a) give notice in writing that the Receiving Parties will acquire the Offering Party's Shares pro-rata to the existing shareholdings of the Receiving Parties in the Company at the time, for the Share Offer Price and on the terms specified in the Offer Notice; or
 - (b) give notice in writing (**Counter Notice**) to the Offering Party stating that the Receiving Parties:
 - (i) do not intend to purchase the Offering Party's Shares; and
 - (ii) instead require that the Offering Party purchase all of the Receiving Parties' Shares within 14 days of the date of receipt of the Counter Notice at the price per Share and upon the other terms set out in the Offer Notice.
- 13.5 Not later than 30 days after the date of receipt of the Counter Notice, the Offering Party must purchase the Receiving Parties' Shares at the price per share and upon the terms set out in the Offer Notice.
- 13.6 For the purposes of clause 13.4 where there is more than 1 Offering Party or Receiving Party (as the case may be), each will acquire a proportion of each Offering Parties' or Receiving Parties' (as the case may be) Shares pro-rata to the existing shareholdings of the Offering Parties or Receiving Parties (as the case may be) in the Company at that time.
- 13.7 A purchase under clause 13.4, will take place by the purchaser/s, within 30 days and the purchaser/s will:
- (a) deliver a bank cheque to the vendor/s for the purchase price;

- (b) receive from the vendor/s the original Share certificates for the relevant sale Shares together with an original executed transfer of those Shares in favour of the purchaser/s and a release of all Encumbrances registered over the Shares; and
 - (c) ensure that the Company repays all amounts then owing by the Company to the vendor/s by bank cheque at settlement.
- 13.8 If a party under this clause 13 defaults in complying with clause 13.7, the Directors are irrevocably authorised by the transferring party that any one of them may receive the purchase money and to execute transfers of the Shares to the purchasing party/ies on behalf of the both parties. Following execution and stamping of the appropriate transfers, the Company must register the transfers of the Shares and the Directors must hold the purchase money on trust for the transferring party. The receipt by the Directors of the purchase money is a good discharge for the purchasing party/ies and after their names have been entered in the register the validity of the actions of the Directors hereunder may not be questioned by any person.

Dealing with Shares – Rules for selling or transferring shares or issuing new ones

14. DEALINGS WITH SHARES

The parties must ensure that:

- (a) Shares are only allotted pursuant to the provisions of the Constitution and this Agreement;
- (b) Shares are only transferred pursuant to the provisions of the Constitution and this Agreement;
- (c) at all times the holding of the First Shareholder and Second Shareholder in the issued capital of the Company are the same as at the Effective Date (and as set out in paragraph A of the Background to this Agreement), unless otherwise agreed in writing by the parties; and
- (d) Shares of a party are not Encumbered unless the party holding the Encumbrance with the other parties that the rights of the secured party over the Shares are held subject to this Agreement and the prior unanimous approval of the Board has been obtained to the Encumbrance of those Shares.

15. ALLOTMENT OF SHARES

- 15.1 Unless unanimously agreed by the Shareholders, if the Directors resolve to issue further Shares to raise capital or for any other purpose, they must first invite the existing Shareholders to subscribe for those Shares at the proposed issue price in accordance with the Respective Proportions.
- 15.2 If any Shareholder elects not to accept the invitation in clause 15.1, the Directors must invite the other Shareholders to subscribe for that Shareholder's portion of the Shares in accordance with their Respective Proportions (after taking into account deletion of the non-participating Shareholder's Respective Proportion).
- 15.3 Shareholders must notify the Directors of their acceptance or rejection of the invitation in clauses 15.1 or 15.2 within 5 business days of the date of issue of the invitation and

lodge any application with the application fee within 7 business days of the date of issue of the invitation.

- 15.4 In the event there are any Shares which are not taken up by existing Shareholders, the Directors may issue and allot the Shares to third parties.

16. TRANSFER OF SHARES

- 16.1 The Shareholders agree not to transfer any of their Shares nor any interest in any of their Shares except in accordance with and only to the extent permitted by this clause 16.
- 16.2 If any of the Shareholders (**Offering Party**) wish to transfer any of their Shares after the Effective Date, the Offering Party must give notice (**Transfer Notice**) to the other Shareholders (**Recipient**) and the Company specifying the Shares that the Offering Party wishes to transfer (**Sale Shares**). The Transfer Notice must set out the sale price per Share, which is to be market value as reasonably determined by the Offering Party.
- 16.3 If the Recipient wishes to purchase the Sale Shares, then the Sale Shares must be sold to the Recipient for the price set out in the transfer Notice.
- 16.4 The offer for the sale of the Sale Shares contained in the Transfer Notice must remain open for a period of 60 days after delivery of the Transfer Notice to the Recipient (**Offer Period**). During the Offer Period, each Recipient may give notice to the Offering Party of the number of Sale Shares it is prepared to acquire (**Acceptance Notice**).
- 16.5 After the end of the Offer Period, a Recipient who has given an Acceptance Notice (**Purchasing Party/ies**) is to be allocated the number of Sale Shares which is the lesser of:
- (a) the number of Sale Shares specified in its Acceptance Notice; or
 - (b) that proportion of the Sale Shares (to the nearest whole number) which equals the proportion of the number of Shares held by it to the total number of Shares held by all Purchasing Parties (that is, in its Respective Proportion).
- 16.6 If, after the allocation referred to in clause 16.5, any of the Sale Shares have not been allocated:
- (a) they are to be allocated between the Purchasing Parties who have been allocated less Shares than the number of Shares specified in their Acceptance Notice;
 - (b) the allocation is to be made in the same manner as under clause 16.5 except that the Purchasing Parties who have been allocated the number of Shares specified in their Acceptance Notice will be excluded; and
 - (c) the maximum number of Shares to be allocated to each Purchasing Party under clause 16.5 and this clause 16.6 is to be the number specified in the Purchasing Party's Acceptance Notice.
- 16.7 If, after the application of clauses 16.5 and 16.6, there are any Sale Shares that are not the subject of allocations, the offer contained in the Transfer Notice is deemed to have not been accepted by any of the Recipients and the Offering Party may transfer all of the Sale Shares in accordance with clauses 16.11 and 16.12.
- 16.8 If all of the Sale Shares are the subject of allocations to the Purchasing Parties under clauses 16.5 and 16.6, settlement of the transfer of the Sale Shares must take place

within 30 days after the expiration of the Offer Period (**Completion Date**), at a time and place to be agreed by the Offering Party and the Purchasing Parties or, failing agreement, at 10.00am at the registered office of the Company.

16.9 At settlement of the transfer of the Sale Shares:

- (a) the Purchasing Parties must pay the purchase price for the Sale Shares by bank cheque;
- (b) the Offering Party must deliver to the Purchasing Parties the original share certificates for the Sale Shares and original transfers of the Sale Shares executed by the Offering Party and transfer the Shares free from Encumbrance; and
- (c) the Purchasing Parties must pay any transfer duty payable on the transfer of those Sale Shares they are respectively acquiring and on any instrument or other document executed to give effect to the transfer.

16.10 If the Offering Party defaults in complying with clause 16.9, the Directors are irrevocably authorised by the Offering Party to receive the purchase money and to execute transfers of the Sale Shares to the Purchasing Parties on behalf of the Offering Party. Following execution and stamping of the appropriate transfers, the Company must register the transfers of the Sale Shares and the Directors must hold the purchase money on trust for the Offering Party. The receipt by the Directors for the purchase money is a good discharge for the Purchasing Parties and after their names have been entered in the register the validity of the actions of the Directors hereunder may not be questioned by any person.

16.11 If clause 16.7 applies, the Offering Party may within 30 days of the end of the Offer Period transfer the Sale Shares to any person (**Transferee**) upon terms and conditions no less favourable to the Offering Party than the terms and conditions set out in the Transfer Notice.

16.12 Any purported transfer of the Sale Shares:

- (a) after 90 days after the end of the Offer Period; or
 - (b) on different terms and conditions to those terms set out in the Transfer Notice,
- shall be deemed to be a new transfer and the Offering Party must again comply with the procedures set out in this clause 16.

17. **THIRD PARTY PURCHASER**

17.1 The sale or transfer of any Shares by a Shareholder to a person who is not a Shareholder must be conditional on that person entering into an agreement with the remaining parties to this Agreement (in a form set out in Schedule 1 or another form satisfactory to those parties) agreeing to be bound by this Agreement as if that person were an original party.

17.2 No person shall be entitled to be registered as a Shareholder unless they are a party to this Agreement or the condition referred to in clause 17.1 has being fulfilled to the continuing Shareholders reasonable satisfaction.

18. **CHANGE OF SHAREHOLDER DUE TO UNFORESEEN EVENTS**

In the event 50% or more of the issued share capital or voting power of a Shareholder is transferred or changes, or in any other event or circumstance the result of which the

Board is satisfied will cause the ownership or control of a Shareholder's Shares to be transferred to, or held by, a third party (**Third Party**) by operation of law, the Company may elect to purchase those Shares from the Third Party at the price determined by a Valuation within 90 days of the Company first becoming aware of those circumstances arising and the Shareholder will take all steps to cause the shares to be transferred to the Company.

Termination – When this Agreement comes to an end.

19. TERMINATION

19.1 This Agreement is terminated:

- (a) if a Shareholder or Director commits an Irremediable Breach under this Agreement or the Constitution, immediately on the date the Irremediable Breach occurred;
- (b) to the extent of a Shareholder, if a Shareholder is in default of this Agreement and the other Shareholder/s provides written notice to the Shareholder terminating this Agreement;
- (c) to the extent of a Director, if a Director or its appointing Shareholder is in default of this Agreement and a Shareholder/s provides written notice to the Director terminating this Agreement;
- (d) to the extent of a Director, if their appointing Shareholder ceases to be a Shareholder;
- (e) on the date mutually agreed in writing by the Shareholders;
- (f) on the date the Company is listed with the Australian Stock Exchange Limited, or some other stock exchange;
- (g) on the date when the Company is wound up by an order from a court;
- (h) for a Shareholder, when it ceases to be a Shareholder in the Company; and/ or
- (i) for a Director, when he or she ceases to be a Director of the Company.

19.2 Termination of this Agreement does not prejudice any rights or liabilities of a party and clauses 21 and 24 survive termination of this Agreement.

Default – Provisions to follow if one Shareholder breaches the Agreement

20. DEFAULT

20.1 A Shareholder is in default under this Agreement if:

- (a) a Director appointed by a Shareholder breaches any obligation under this Agreement or the Constitution (other than an Irremediable Breach) and continues to do so for 14 business days after receiving notice from another Shareholder of that breach;
 - (b) a Director appointed by a Shareholder commits an Irremediable Breach;
 - (c) a Shareholder commits an Irremediable Breach;
 - (d) that Shareholder transfers all or any of its Shares except in accordance with the Constitution and this Agreement;
 - (e) that Shareholder breaches any obligation under this Agreement or the Constitution (other than an Irremediable Breach) and continues to do so for 14 business days after receiving notice from another Shareholder of that breach;
 - (f) that Shareholder repeats a breach after having received a written notice from another Shareholder or the Company within the last 18 months warning that repetition of the breach will or is likely to result in the other Shareholders or the Company regarding that Shareholder as being in default under this clause 20.1 or its obligations under this Agreement;
 - (g) an order is made for the winding up, dissolution or bankruptcy of the Shareholder;
 - (h) a receiver or receiver and manager, administrator, trustee, provisional liquidator, controller or similar officer is appointed for all or any part of the assets or undertaking of that Shareholder;
 - (i) that Shareholder enters into, or resolves to enter into, an arrangement, composition or compromise with, or assignment for the benefit of its creditors generally, or any class of creditors or proceedings are commenced to sanction such an arrangement, composition or compromise; or
 - (j) that Shareholder, stops or suspends payment of its debts or is unable to pay its debts as and when they fall due.
- 20.2 If a Shareholder is in default under this Agreement (**Defaulting Party**), then any other party:
- (a) may give a notice in writing setting out the default (**Default Notice**) to the Defaulting Party; and
 - (b) must give a copy of the Default Notice to the Company.
- 20.3 Immediately upon receipt of the Default Notice, the Company must give the Accountant an instruction to make:
- (a) a Valuation of the Defaulting Shareholder's Shares; and
 - (b) an assessment of the amount of damages sustained by the other parties (**Non-Defaulting Parties**) resulting from the default by the Defaulting Party (**Damages**).
- 20.4 A Valuation and assessment of Damages pursuant to clause 20.3 will be made at the cost of the Defaulting Party.

20.5 On serving a Default Notice on the Defaulting Party, the Non-Defaulting Parties have, in addition to and without prejudice to the Non-Defaulting Parties' other rights at law or in equity, an option to acquire the Defaulting Party's Shares using the procedure in clauses 16.4 to 16.10 which will apply (making all necessary changes) as if:

- (a) the Defaulting Party is an Offering Party;
- (b) the Shareholders who are Non-Defaulting Parties are the Recipients; and
- (c) the Shares held by the Defaulting Party are the Sale Shares;

except that:

- (d) the Offer Period will end 10 business days after the delivery to the Company and the Shareholders of the Valuation and assessment of Damages referred to in clause 20.3; and
- (e) the price per Share will be determined in accordance with clause 20.6.

20.6 The price for the Defaulting Party's Shares will be determined in accordance with the following provisions:

- (a) the price for the Defaulting Party's Shares must be calculated as at the end of the last preceding Financial Year and determined in accordance with the Valuation except that, from the Valuation will be deducted the Damages; and
- (b) the parties agree that:
 - (i) the transfer of the Defaulting Party's Shares at the price calculated in accordance with this clause 20 will not constitute a penalty against the Defaulting Party's Shares or forfeiture of the Defaulting Party's Shares; and
 - (ii) each party waives any rights it may have against the other parties to claim relief from forfeiture or to claim that the operation of this clause 20.6 is a penalty.

Restraint – Rules governing Shareholder Conduct after the Agreement ends

21. RESTRAINT

21.1 The parties have agreed to the restraint set out in Schedule 3.

21.2 This clause 0 and Schedule 3 will not apply in circumstances where this Agreement is terminated by mutual agreement between all parties to this Agreement, unless the parties otherwise agree in writing.

Valuation – An agreed mechanism for valuing the company

22. VALUATION

- 22.1 When a Valuation is required to be made, the Directors must within 5 business days of the event giving rise to the requirement for a Valuation seek to agree upon a person to be appointed as Independent Accountant to determine the market value of the relevant Shares. Failing agreement by the Directors within the 5 business days, any Shareholder may request the Accountant (and in the event of doubt or disagreement as to who is the Accountant, it is to be the accountant who prepared the financial statements of the Company for the preceding financial year) to nominate an Independent Accountant and that person will be the Independent Accountant for the purposes of this Agreement. The Shareholders agree that if there is a dispute as to the appointment of the Independent Accountant any Shareholder may apply to the Court for directions or the appointment of an Independent Accountant.
- 22.2 When a valuation of a Shareholder's Shares is required to be made pursuant to this Agreement:
- (a) as soon as practicable after the appointment of the Independent Accountant, the Company must instruct the Independent Accountant to determine the market value of the relevant Shares;
 - (b) the Independent Accountant must be instructed to make that valuation of the relevant Shares and issue the Valuation to the Company and each Shareholder within 30 days of receiving instructions; and
 - (c) the Independent Accountant must be instructed to provide a draft determination to each Shareholder and the Company within 15 days of its appointment and allow any Shareholder to make one written submission to the Independent Accountant within a period of 5 days following the release of the draft Valuation.
 - (d) in making the Valuation, the Independent Accountant must:
 - (i) assume that a reasonable time is available in which to obtain a sale of Shares in the open market; and
 - (ii) determine the market value of the Shares having regard to usual practices adopted in the valuation of companies conducting business similar to the Business including having regard to the following factors (in addition to other factors which the Independent Accountant believes should properly be taken into account):
 - A. the prospects of the businesses conducted by the Company;
 - B. the value of the estimated future maintainable earnings of the Company;
 - C. the yield which an open market investor could reasonably require in an acquisition of the Shares; and
 - D. the net assets of the Company;

- (iii) not allow or include any discount in the value of the Shares due to or as a consequence of the interest to be transferred being less than a controlling interest;
- (iv) act as an expert and not as an arbitrator.

- 22.3 As soon as the Valuation made pursuant to this clause 22 is received by the Company, a copy of the Valuation must be delivered to all Shareholders.
- 22.4 The Valuation is final and binding on all parties.
- 22.5 Unless otherwise specified in this Agreement, the cost of the Valuation is to be shared between the Shareholders equally.
- 22.6 Each Shareholder and the Company must cooperate fully with the Independent Accountant and the Company must disclose all information requested by the Independent Accountant.

Dispute Resolution – Steps to follow in the event of disagreement between shareholders

23. DISPUTE RESOLUTION

- 23.1 If a dispute arises in connection with this Agreement, then a party may only deal with that dispute in the manner set out in this clause 23.
- 23.2 A party to a dispute which arises in connection with this Agreement will give to the other party or parties to the dispute a notice specifying the dispute and requiring its resolution under this clause 23.
- 23.3 Within 14 days after a notice is given under clause 23.2 (or such longer period as is agreed in writing by the parties to the dispute) each party to the dispute must use its best efforts to resolve the dispute in good faith.
- 23.4 If despite the parties' best efforts, a dispute is not resolved within 14 days after notice is given a party may by notice to the other party or parties to the dispute refer the dispute for mediation in accordance with the Mediation Rules of the Resolution Institute and the parties to the dispute must attend the mediation, which is to be held within 30 days of appointment of the mediator. The mediation will be conducted by a mediator to be appointed by agreement of the parties or in default of agreement to be appointed by the President of the Queensland Law Society or his or her nominee at the request of a party.
- 23.5 If the dispute is not resolved within 30 days after the appointment of the mediator any party may take legal proceedings to resolve the dispute.
- 23.6 The provisions of this clause 23 do not prevent any party from obtaining any injunctive, declaratory or other interlocutory relief from a Court which may be urgently required.

24. CONFIDENTIAL INFORMATION

- 24.1 A party must not disclose or allow to be disclosed Confidential Information to any third party except:

- (a) as permitted by the terms of this Agreement;
- (b) with the consent of the party or parties beneficially owning the Confidential Information;
- (c) with the consent of the Company and the other parties in respect of Confidential Information of the Company; or
- (d) in accordance with government or other public regulatory requirements,

and the parties must take, or cause to be taken, reasonable precautions necessary to maintain the secrecy and confidentiality and to prevent the disclosure of the Confidential Information.

- 24.2 If requested by a party, the other party must immediately return all Confidential Information, and any copies of the Confidential Information, to the requesting party.
- 24.3 Upon a breach or threatened breach of the terms of this clause 24 by a party, the other party will, as between the parties, be entitled to an injunction restraining the first party from committing a breach of this clause 24 without showing or proving any actual damage sustained or likely to be sustained by the party making the application for injunction.
- 24.4 This clause 24 will survive termination of this Agreement.
- 24.5 The parties shall assume responsibility for the actions of its advisers, consultants, employees and financiers who have access to the Confidential Information and must ensure that the consultants and employees are similarly bound by the obligations created under this Agreement.
- 24.6 Notwithstanding this clause 25 or any other provision of this Agreement, the Second Shareholder is permitted to disclose Confidential Information to its related persons and any Related Body Corporate provided such information is disclosed for the purpose of working with or providing services to the Company or the First Shareholder.

25. **EMPLOYMENT**

The parties acknowledge and agree that:

- (a) a Director may be an employee of the Company in the Business;
- (b) the terms of each Director's employment will be determined by the Board; and
- (c) each Director will enter into a formal employment contract if the Board determines that is required.

26. **INTELLECTUAL PROPERTY RIGHTS**

26.1 The parties acknowledge and agree that:

- (a) each Shareholder retains ownership of its respective Intellectual Property Rights existing prior to the Effective Date;
- (b) subject to Clause 26.1(c), each Shareholder retains ownership of all Intellectual Property Rights developed by the Shareholder from the Effective Date other than those developed for or in direct connection with the Business; and

- (c) where Intellectual Property is developed by a Shareholder after the Effective Date that is not developed solely for the purposes of the Business (for example intellectual property developed as part of the delivery of services similar to the Business delivered by that shareholder outside of the Region), that Intellectual Property remains the property of, and fully owned by, that Shareholder and does not become the property of the Company even though that Intellectual Property may be utilised by that Shareholder in providing services to the Company or the operation of the Business.

26.2 The Company must take appropriate steps to ensure that ownership of all Intellectual Property Rights developed, created, authored, discovered, conceived or designed by the Company, its employees, contractors, sub-contractors and agents in the conduct of the Business is retained by the Company, unless otherwise agreed by unanimous resolution of Shareholders.

26.3 The parties acknowledge and agree that all Intellectual Property Rights of any kind developed or invented by the Company will vest in and be owned by the Company unless otherwise agreed by a unanimous resolution of the Shareholders. The parties further agree that in the event:

- (a) a Shareholder voluntarily exits the Company other than due to a breach of this Agreement by the Shareholder or its appointed Director/s, the exiting Shareholder will have no rights in, perpetual licence to, or interest in, any Intellectual Property Rights of the Company;
- (b) a Shareholder exits the Company due to a breach of this Agreement by the Shareholder or its appointed Director/s, the Shareholder will have no rights to, perpetual licence to, or interest in, any Intellectual Property Rights of the Company;
- (c) this Agreement terminates by mutual agreement between the Shareholders in accordance with clause 19.1(b), the Shareholders shall have rights to, and an interest in, the Intellectual Property Rights of the Company in their Respective Proportions and legal title to the Intellectual Property Rights of the Company shall be transferred to the Shareholders free from Encumbrance in their Respective Proportions and if that is not possible or practicable, the Company will grant the Shareholders a perpetual licence to use the Intellectual Property Rights at no cost.

27. **CONFLICT WITH CONSTITUTION**

Where there is any conflict between the provisions of this Agreement and the Constitution of the Company, the provisions of this Agreement shall prevail to the extent of the inconsistency and, in such case, the parties will (to the extent permissible at law) do all acts, matters and things necessary or desirable to give effect to the provisions of this clause (including, if required, to amend the Constitution).

28. **TRUSTEE PROVISIONS**

28.1 This clause 28 applies where a Shareholder has entered into this Agreement as a trustee.

28.2 The Shareholder hereby expressly agrees that it shall ensure that none of the following acts, omissions or events shall occur without the prior consent in writing of the Company and default shall occur under this Agreement if any one or more such acts, omissions or events shall occur or if any attempt to commit the same shall be made without such consent:

- (a) the trustee as named in this Agreement is removed or retires as trustee of any relevant trust;
- (b) any new or additional trustee of any relevant trust is appointed;
- (c) any capital distribution to beneficiaries or unit holders or any of them is made;
- (d) any resettlement of any trust fund or part thereof or any transfer to another trust, person or corporation is made; or
- (e) the vesting date or termination of any relevant trust shall be determined or accelerated in any way.

28.3 In the event of a default under clause 28.2 the Shareholder will upon demand by the Company exercise for the benefit of the Company all rights of indemnity which the Shareholder may possess in relation to the assets of the relevant trust or trusts and/or all rights against the beneficiaries and/or unit holders of the same.

28.4 The Shareholder warrants that:

- (a) it is the sole trustee under the relevant trust;
- (b) it has full and unfettered power to enter into this Agreement;
- (c) this Agreement is executed as part of the due and proper administration of the relevant trust or trusts; and
- (d) no default of the type described in clause 28.2 has occurred.

29. NOTICES

- (a) Notices or other communication connected with this Agreement must be in writing and may be given to a party at its Address for Service (or such other address notified by the party and all other parties from time to time) or the party's solicitor.
- (b) Notices may be given by:
 - (i) personal delivery;
 - (ii) posting; or
 - (iii) email.
- (c) The address or email address of a party, as stated in this Agreement or as otherwise is notified by the party to the other party/ies to this Agreement.
- (d) A notice will be treated as given:
 - (i) if personally delivered, at the time of delivery;
 - (ii) if posted, at the time when, by the ordinary course of post, the notice would be delivered; or
 - (iii) if emailed, at the time it is capable of being retrieved by the addressee at the nominated email address in accordance with section 24 of the *Electronic Transactions (Queensland) Act 2001* (Qld).

- (e) Notices given after 5.00pm AEST will be treated as given on the next business day.

30. GENERAL PROVISIONS

30.1 Governing law

- (a) This document is governed by the laws of Queensland and the Commonwealth of Australia which are in force in Queensland.
- (b) The parties submit to the jurisdiction of the Courts of Queensland, relevant Federal Courts and Courts competent to hear appeals from them.

30.2 Binding on successors

This document shall be for the benefit of and binding upon the parties and their heirs, executors, successors and permitted assigns.

30.3 Assignment

Neither party may transfer, assign or otherwise dispose of their interest in this document without the prior written consent of the other party, which consent must not be unreasonably withheld.

30.4 Attorneys

Where this document is executed for a party by an attorney, the attorney by executing it declares that the attorney has no notice of revocation of the power of attorney.

30.5 Waiver

No waiver by a party of a provision of this document is binding unless made in writing.

30.6 Severance

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

30.7 Time of the essence

Time is in all cases and in every respect of the essence of this document.

30.8 Further assurances

The parties must execute and deliver all documents and must do all things as are necessary for the complete performance of their respective obligations under this document.

30.9 Entire understanding

- (a) This document contains the entire understanding and agreement between the parties as to the subject matter of this document.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of this document are merged in this document and are of no further effect.

- (c) No oral explanation or information provided by a party to another affects the meaning or interpretation of this document or constitutes any collateral agreement, warranty or understanding.

30.10 Counterparts, fax and email

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

30.11 Contra proferentem

The *contra proferentem* rule and other rules of construction will not apply to disadvantage a party whether that party put the clause forward, was responsible for drafting all or part of it or would otherwise benefit from it.

30.12 Costs

The parties must bear their own costs of and incidental to the negotiation, preparation and execution of this document.

30.13 Cumulative rights

The rights and remedies of a party to this document are in addition to the rights or remedies conferred on the party at law or in equity.

30.14 Independent advice

In executing this Agreement the parties acknowledge that they have been offered the opportunity of obtaining independent legal and accounting advice concerning the nature and effect of this Agreement and have availed themselves of that opportunity to the extent to which they choose to do so.

Executed as an Agreement

EXECUTED by [TBC] in accordance
with section 127 of the *Corporations
Act 2001*.)
)
)
)

Signature of Director

Signature of Director/Secretary

Dated

EXECUTED by Enterprise
Management Group Pty Ltd ACN 123
371 022 in accordance with section
127 of the *Corporations Act 2001*.)
)
)
)

Signature of Director

Signature of Director/Secretary

Dated

EXECUTED by [insert] ACN [insert]
in accordance with section 127 of the
Corporations Act 2001.)
)
)
)

Signature of Director

Signature of Director/Secretary

Dated

EXECUTED by [TBC] in the presence
of:)
)
)

Signature

Signature of witness

Dated

Print full name of witness

EXECUTED by [TBC] in the presence
of:)
)
)

Signature

Signature of witness

Dated

Print full name of witness

Annexure A Initial Annual Program

Schedule 1 Deed of Accession – Shareholder

[TBC] PTY LTD ACN [TBC] ("Company")

I, a subscriber for/acquirer of shares in the Company **HEREBY AGREE** by executing this page to be bound by the terms of the Shareholders Agreement of the Company (and any variation of the Shareholders Agreement).

EXECUTED AS A DEED thisday of.....20.....

by:

EXECUTED by)	_____
)	Signature of Director
_____)	
in accordance with section 127 of the)	_____
<i>Corporations Act 2001.</i>)	Signature of Director/Secretary

		Dated

SIGNED SEALED AND DELIVERED)	
by)	_____
)	Signature

in the presence of:		
_____		_____
Signature of witness		Dated

Print full name of witness

Schedule 2 Deed of Accession – Director

[TBC] PTY LTD ACN [TBC] ("Company")

I, a proposed Director of the Company **HEREBY AGREE** by executing this page to be bound by the terms of the Shareholders Agreement of the Company (and any variation of the Shareholders Agreement).

EXECUTED AS A DEED thisday of.....20.....

by:

SIGNED SEALED AND DELIVERED)	
by)	Signature

in the presence of:

Signature of witness	Dated
----------------------	-------

Print full name of witness



Schedule 3 Restraint

1. The Directors (excluding Directors appointed by the Second Shareholder) and the Shareholders (excluding the Second Shareholder) (and each of them, jointly and severally) and where a Shareholder is a company (excluding the Second Shareholder), the directors of that Shareholder (excluding the Directors appointed by the Second Shareholder), agree with the Company, the Second Shareholder, the directors of the Second Shareholder and each of the other parties to this Agreement that:
 - (a) without the prior written consent of the Company and each party, each of them will not, whether directly or indirectly, for each of the Restraint Periods and within each of the Restraint Areas:
 - (i) undertake, carry on or be associated with financially or otherwise directly or indirectly interested in, or be or become engaged in or concerned with in any capacity whatever (including by way of a Related Body Corporate), any business, which is or is likely to be either directly or indirectly, in competition to any material extent with the Business;
 - (ii) induce, encourage or solicit any contractor, employee or agent of the Company or another Shareholder, to leave the employment, engagement or agency of the Company or Shareholder;
 - (iii) approach or accept any approach from any client of the Company or another Shareholder, with the view to soliciting the business of that customer from the Company or Shareholder; or
 - (iv) carry on either alone or in partnership and whether as principal, agent, manager or servant or be concerned with or interested in (financially or otherwise) or be a shareholder or unitholder in or officer agent or independent contractor of, or employee of, any business or entity which carries on a business similar to or in competition with the Business; and
 - (b) this Schedule has effect as if it consisted of several separate covenants and restraints consisting of each separate covenant and restraint set out in clause 1(a) of this Schedule combined with each separate Restraint Period and of each such separate combination combined with each separate Restraint Area (**Restraint Covenants**) and if any of the Restraint Covenants are or become invalid or unenforceable for any reason then the invalidity or unenforceability does not affect the validity or enforceability of any of the other Restraint Covenants.
2. The parties agree that:
 - (a) without limitation to clause 1 of Schedule 3, the Second Shareholder and the Directors appointed by the Second Shareholder from time to time operate businesses (whether alone, or in conjunction with other third parties) which carry out the same or similar activities to the Business and agree that the Second Shareholder and its appointed directors may and are permitted to do so and are not covered by clause 1;
 - (b) the Company, the Second Shareholder and the Directors appointed by the Second Shareholder have only entered into any dealings with other Shareholders and Directors and agreed to this Shareholder Agreement and the arrangements associated with the Business because of the provision of this



restraint and they have each received valuable consideration or a valuable benefit for agreeing to the covenants in this Schedule 3 and clause 0. If this restraint had not been agreed and provided in favour of the Company, the Second Shareholder and the Directors appointed by the Second Shareholder, then no arrangement or business dealing relating to the Company would exist between the parties;

- (c) damages may not adequately compensate a party for a breach of this Schedule 3 and clause 0. Accordingly, in addition, and without prejudice to any other remedy which the party may have, the party is entitled to seek and obtain injunctive relief in any court of competent jurisdiction;
- (d) any combination of the acts referred to in clause 1(a) of this Schedule for the separate Restraint Periods and within the separate Restraint Areas referred to would be unfair and calculated to damage the Business and the Second Shareholder;
- (a) the prohibitions and restrictions set out in this Schedule 3 are reasonable in the circumstances and necessary to protect the goodwill of the Business and the business of the Second Shareholder;
- (b) each Restraint Covenant is reasonable and that valuable consideration has been received for each Restraint Covenant both directly and indirectly by each of the parties to be restrained by the Restraint Covenants and that each party affected by this Schedule and clause 0 has been responsible for and approves their drafting;
- (c) in agreeing to this restraint and executing this Agreement, the parties acknowledge that they have been offered the opportunity of obtaining independent legal advice concerning the nature and effect of this restraint and have availed themselves of that opportunity to the extent to which they choose to do so, and they have each read and understood this Schedule 3 and clause 0 and their effect, and there has been no undue influence, pressure or other similar conduct placed upon a party in relation to the provision of this restraint;
- (d) any one of the Company, the Second Shareholder and the Directors appointed by the Second Shareholder are entitled to enforce this Schedule and clause 0 and take any action in respect of a breach of this Schedule and clause 0 by a party as would be available to the Company in the event of a breach; and
- (e) the words "directly or indirectly interested in or engaged in or be or become engaged in or concerned with" are all to be given the widest possible interpretation and include (without derogation from their generality) management without salary, advising or influencing a competitive business on a continuing basis whether for direct remuneration or benefit or otherwise, or establishing or being interested in or influencing a competitive business through any association or arrangement with any person, relative, nominee or trust in or over which any interest or influence (absolute or partial) is held.



EXECUTED by **[insert]** ACN **[insert]**)
in accordance with section 127 of the)
Corporations Act 2001.)
)

Signature of Director

Signature of Director/Secretary

Dated

EXECUTED by **[TBC]** in the presence)
of:)
)

Signature

Signature of witness

Dated

Print full name of witness

MEETING

CONFIDENTIAL

MEETING: 19-22 January 2024

SUBJECT: Beneficial Enterprise Proposal

AUTHOR: Gary Stevenson PSM – Acting Executive Director
Corporate Services

Recommendation:

That Committee recommends to Council that it;

1. Supports in principle the establishment of a beneficial enterprise to deliver services under the Commonwealth Government's Community Development Program,
2. Acknowledges the proposed joint venture by Enterprise Management Group Pty Ltd,
3. Authorises the Chief Executive Officer to negotiate and execute a non-binding Memorandum of Understanding with Enterprise Management Group Pty Ltd with a relatively focussed scope,
4. Requests the Chief Executive Officer to undertake the following in a timely manner;
 - Conducting due diligence investigations into legal, financial, regulatory, and operational aspects,
 - Preparing joint venture business plans including (but not limited to) budgets, policies, procedures and strategic and operational plans,
 - Negotiating joint venture agreements including (but not limited to) constitution, shareholders' agreement, deed of confidentiality, dividend policy and service plans,
 - Making appropriate enquiries and take necessary steps to obtain relevant statutory approvals,
 - Ensuring Council's statutory compliance is achieved at all times,
 - Preparing community engagement plans, and
 - Preparing and Advocacy and Engagement Plan to engage with Commonwealth Government about Community Development Program reform opportunities.
5. Requests the Chief Executive Officer to report back to Council at the earliest opportunity as developments require Council determination.

Background:

At the July 2023 meeting of the Economic Growth Committee, the Chief Executive Officer responded to Committee's enquiries regarding reforms to the Commonwealth Government's Community Development Program and the opportunity for Council to work with a service provider to make application for its region.

The Community Development Program (CDP) covers 75 percent of Australia's land mass including over 1,000 communities. The Program supports around approximately 40,000 people.¹

Local service providers deliver the Program and act as the single point of contact for job seekers, employers and host organisations in each community.

The CDP is a remote employment and community development service administered by the National Indigenous Australians Agency. CDP aims to support job seekers in remote Australia to build skills, address barriers to employment and contribute to their communities through activities and training.

The Australian Government will replace the Community Development Program (CDP) and is committed to working in partnership with First Nations People as the replacement program is developed.²

GBK - Meriba Ged Ngalpun Mab is the current authorised provider of CDP services in the Torres Strait Islands.³

While a date is not defined it is anticipated that applications for the reformed CDP will be open in the middle of 2024 and the opportunity for Council to make application will then close again.

The Chief Executive Officer's earlier enquiries resulted in a presentation of information at the November 2023 Councillors' Workshop by representatives of Enterprise Management Group Pty Ltd (trading as and hereinafter referred to as My Pathway).

That presentation led to subsequent discussions during December 2023 with the Associate Director - Strategic Partnerships of My Pathway involving the Chief Executive Officer, Chair of the Economic Growth Committee, and the Acting Executive Director Corporate Services.

At the meeting of the Economic Growth Committee on 15 December 2023, the matter was again discussed and was referred for further discussion at the January 2024 Strategic Advisory Reference Group meeting.

My Pathway has since provided documentation to demonstrate how a joint venture with Council might be developed, including the **attached** documents as follows;

- Brief regarding CDP,
- Draft Memorandum of Understanding,
- Draft Deed of Confidentiality, and
- Draft Shareholders Agreement.

Officers Comment:

Beneficial Enterprise

Subject to due diligence investigations, negotiations and attainment of necessary approvals, it is proposed that Council enters into a joint venture with Enterprise Management Group Pty Ltd to form a jointly owned company (limited by shares) to act as applicant and CDP Provider for the Torres Strait Island Council jurisdiction. The company would be established and operated in accordance with the Corporations Act 2001.

The establishment of a joint venture company would in parallel be undertaken as a 'beneficial enterprise' in accordance with sections 39-41 of the Local Government Act 2009.

These sections of the Local Government Act state as follows;

"A beneficial enterprise is an enterprise that a local government considers is directed to benefiting, and can reasonably be expected to benefit, the whole or part of its local government area.

¹ [The Community Development Program \(CDP\) | National Indigenous Australians Agency \(niaa.gov.au\)](https://www.niaa.gov.au/our-work/community-development-program)

² [Replacing the Community Development Program with a new remote jobs program | National Indigenous Australians Agency \(niaa.gov.au\)](https://www.niaa.gov.au/our-work/replacing-the-community-development-program-with-a-new-remote-jobs-program)

³ [Find Your Provider - Workforce Australia](https://www.workforceaustralia.gov.au/find-your-provider)

A local government is conducting a beneficial enterprise if the local government is engaging in, or helping, the beneficial enterprise.

A local government can enter into a:

- *Partnership (although not an unlimited partnership).*
- *Corporation limited by shares (not listed on the stock exchange).*
- *Corporation limited by guarantee (not listed on the stock exchange); and*
- *Another association of persons that is not a corporation, for example a joint venture.*

Of course, there is much work to be completed before a beneficial enterprise can be established, including;

- Due diligence investigations into legal, financial, regulatory, and operational aspects,
- Preparation of joint venture business plans including (but not limited to) budgets, policies, procedures and strategic and operational plans,
- Negotiation of joint venture agreements including (but not limited to) constitution, shareholders' agreement, deed of confidentiality, dividend policy, service plans,
- Making appropriate enquiries and take necessary steps to obtain relevant statutory approvals,
- Ensuring Council's statutory compliance is achieved at all times, and
- Preparing community engagement plans.

In relation to the operation of a beneficial enterprise, many Councils adopt a specific policy to guide them, for example the following extract⁴;

"6. POLICY

In the interests of transparency and accountability, Council owes a duty to the public to ensure high standards of governance in the establishment and management of such entities. The ownership of shares or equity in a beneficial enterprise places particular obligation on Council to ensure its interests are represented and protected, periodically review performance, decide whether to retain involvement and accurately reported in Council's financial statements.

When considering the establishment of a beneficial enterprise, Council should determine whether it is in the public interest by having regard to the following principles.

Council will ensure all proposed or existing beneficial enterprises are in the best interest of the community and meet the objectives of the Local Government Act 2009, the Statutory Bodies Financial Arrangements Act 1982.

These principles have been derived from the nationally recognised ASX Corporate Governance Principles and Recommendations (Fourth Edition -2019). They are:

- *Principle 1: Lay solid foundations for management and oversight*
- *Principle 2: Structure the board to be effective and add value.*
- *Principle 3: Instill (sic) a culture of acting lawfully, ethically and responsibly*
- *Principle 4: Safeguard the integrity of corporate reports*
- *Principle 5: Make timely and balanced disclosure*
- *Principle 6: Respect the rights of the Council and the Community*
- *Principle 7: Recognise and manage risk*
- *Principle 8: Remunerate fairly and responsibly*

The establishment, acquisition, monitoring, sale or winding up of a beneficial enterprise must be made by resolution of Council.

The Auditor-General should be formally advised in writing of the establishment of a new beneficial enterprise."

⁴ City of Townsville – Beneficial Enterprises and Controlled Entities Policy (version2 24/8/2022)

Memorandum of Understanding

The draft Memorandum of Understanding (MoU) presented by My Pathway will be subject to negotiation but it is intended to be a non-legally binding document.

The joint objective set out in the document is as follows;

- "12. EMG and TSIRC will cooperate and work together in good faith to:*
- (i) work towards forming an Incorporated Joint Venture to tender for future Community Development Program or similar employment and training contract opportunities;*
 - (ii) work together to provide better access to NDIS Core Support and Allied Health Services for the community and residents;*
 - (iii) develop any opportunities that arise that they agree will benefit the local community and the parties, and strengthens TSIRCs capacity to deliver more local services, reducing the reliance on outside organisations;*
 - (iv) establish a MOU Steering Group with agreed membership, terms of reference and governance jurisdiction to support the achievement of these joint commitments."*

My Pathway's objectives in the draft MoU are described as follows;

- "10. EMG aims to:*
- (i) support the effective delivery of local services in the community in conjunction with its group entities in the areas of:*
 - a) employment services;*
 - b) community development;*
 - c) education;*
 - d) youth;*
 - e) NDIS and health related services;*
 - f) traineeship and apprenticeship services;*
 - g) enterprise and corporate development;*
 - h) social enterprise; and*
 - i) projects;*
 - (ii) develop peoples' life skills to build stronger communities; and*
 - (iii) work with community organisations and stakeholders to ensure that services delivered in the community are in accordance with community expectations and needs."*

While Council's current focus is on the Community Development Program opportunities, it is evident that My Pathway proposes quite a wide scope to allow for other opportunities in health and other services for the communities in the future.

This aspect of the joint venture will be subject to negotiation to maintain a focussed and not unduly ambitious set of objectives in the early phase of the joint venture.

In later stages of negotiation, a broadening of scope might be appropriate and this could be acknowledged in the MoU.

Each party's commitments are set out in the MoU as follows;

"EMG COMMITMENTS

- 14. EMG will, at its own cost:*

- (i) *work with TSIRC to co-design a service delivery model that supports local access to, and strengthens community benefit from identified opportunities;*
- (ii) *work with TSIRC to develop a better model for future employment services tenders that align with community aspirations and address local challenges;*
- (iii) *promote TSIRC in a positive and constructive manner, especially relating to any projects or opportunities collaborated on*
- (iv) *identify opportunities and funding that support TSIRC and EMG achieve their objectives.*

"TORRES STRAIT REGIONAL COUNCIL COMMITMENTS

15. *TSIRC will, at its own cost:*

- (i) *promote EMG and the My Pathway Group in a positive and constructive manner when dealing with any third parties and in the community generally,*
- (ii) *take the lead role in any community design processes and facilitate local decision making by authorised community representatives,*
- (iii) *identify local aspirations and opportunities for future projects and facilitate the active engagement and involvement of community residents in the development and progression of these opportunities or projects."*

The MoU also proposes the establishment of a Steering Committee with Council's Chief Executive Officer representing Council on the Steering Committee.

The term of the MoU is proposed to be a period of 3 years.

Advocacy and Engagement

In relation to the Community Development Program reform, it is considered appropriate to engage with relevant Commonwealth Government Ministers and departmental officers to explore opportunities.

With this in mind, it is proposed that an Advocacy and Engagement Plan be prepared to guide communications in coming months. This can be undertaken during the Caretaker Period for the upcoming local government elections.

Financial Implications:

The development of a joint venture is at an early phase it is difficult to quantify financial implications however the following should be contemplated;

- Cost of due diligence investigations (not quantified).
- Cost of legal and other consultants (not quantified).
- Business Plan should aim to be profitable or at least cost neutral for Council.

Of course, business planning will yield more meaningful information about financial implications in due course.

Risk Management:

The development of a joint venture is at an early phase so from Council's perspective the following worst-case scenario risks should be contemplated;

Financial Risk

- Risk of failed venture with loss of invested development investment if project fails.
- Risk on unprofitable venture resulting in a failed venture.

Reputational Risk

- Risk of short-term community dissatisfaction if community engagement is not adequate.
- Risk of competitor reaction.

Of course, a more comprehensive risk analysis will be warranted in due course.

Consultation:

The Chief Executive Officer, the Executive Leadership Team and the Senior Legal Officer have been consulted.

The Mayor, Deputy Mayor and the Chair of the Economic Growth Committee have been provided with advance copies of the report.

The report is being considered by the Strategic Advisory Reference Group prior to the Ordinary Council meeting.

Preston Law has reviewed the report.

Links to Strategic Plans:

Council's Corporate Plan includes the following Objectives and Key Deliverables that are relevant;

<u>Objective 10.1</u>	Advocate and facilitate key industry development.
Key Deliverable	Work with key partners to facilitate prefeasibility studies on key sectors and industry development opportunities within region.
<u>Objective 11.1</u>	Advocate and facilitate key programs that retain and introduce employment or contracting within communities.
Key Deliverable	Work with relevant partners to ensure employment models exist post apprenticeship or traineeship.

Statutory Requirements:

Local Government Act 2009

Corporations Act 2001

Statutory Bodies Financial Arrangements Act 1982

Conclusion:

The opportunity has arisen to work with private sector to optimise regional benefits of a Commonwealth Government funding program which requires bold but measured and diligent exploration. It is recommended that Council carefully develops the opportunity for the benefit of its communities and their economies.

Recommended:



Gary Stevenson PSM
Acting Executive Director Corporate Services

Approved:



James William
Chief Executive Officer

Overview of Shareholder Agreement

Agreement Purpose

The Shareholder's Agreement is an agreement between the shareholders in the company (participants in the incorporated joint venture) that serves to document the relationship between the shareholders and the company and each other. It provides mechanisms for the operation of the company, the functioning of the Board and for dealing with shares in the Company.

Key Concepts

The Shareholders Agreement has a number of key concepts that are dealt with by dedicated clauses throughout the document. Some of the significant Key Concepts include:

Purpose of the Company and Relationship between the Parties

Clause 2 sets out the basic obligations on each shareholder in the company – making it clear that each party is obliged to put effort into ensuring the future and growth of the business.

Clause 3 provides an acknowledgement from each shareholder that the company is being run with the view of growth and profit.

Clause 4 delineates rules regarding the relationship between the Shareholders

Establishment of the Company's Board and Meeting Rules

Clauses 7-10 provide for the establishment of the Board of Directors for the Company and provide rules around how many directors there will be, who can appoint them, how often they

meet etc. These clauses also provide rules for decisions made by the directors and regarding a managing director and the Chairperson.

Company Policies – Rules to Guide the Operation of the Company

Clause 11 provides base policy rules to guide the operation of the Company, including that the shareholders may provide services to the company (at agreed cost) and providing for the use of a shareholder's assets in the business (at a cost) etc. This clause also makes rules for the payment of dividends.

Conflict of Interest – A guide for each party

Clause 12 deals with conflicts of interests and each party's obligations in the face of a conflict. It also sets out circumstances where a conflict specifically doesn't exist – in this case where a shareholder seeks to run a non-competing business in the same region in the Company. (This is to make it clear that the Company is being run for the agreed business purpose – but it is not a conflict if a shareholder wants to start a different business outside of the company.)

Deadlocks – A means of resolving decision impasses

Clause 13 sets out what has to happen if the shareholders cannot agree on a specific matter after following the decision-making process set out in the Agreement – this is critical to ensure there is a way out (e.g. if both shareholders are unwilling to change their position on an issue).

Dealing With Shares – Rules for selling existing shares or issuing new ones

Clauses 14 – 18 provide a series of rules around dealings with shares – the process that must be followed if a shareholder wants to sell their shares etc.

Termination – When this Agreement comes to an end.

Clause 19 provides a mechanism for the termination of the Agreement.

Default – Provisions to follow if one Shareholder breaches the Agreement

Clause 20 provides a mechanism for dealing with a default/breach of the Agreement.

Restraint of Trade – Rules governing shareholder conduct after the agreement ends

Clause 21 sets out the circumstances where the parties are restrained from competing against the Company after leaving the Company.

Valuation – An Agreed mechanism for valuing the company

Clause 22 provides a mechanism for valuing the Company – which is important in the event there is a default, or the Deadlock provisions come into effect.

Dispute resolution – Steps to Follow in the event of disagreement between shareholders

Clause 23 provides a mechanism for the parties to follow in the event a dispute or disagreement arises between them, that cannot otherwise be resolved.

Remainder

The remaining clauses deal with other important issues, such as Confidential Information (Clause 24) and Intellectual Property (Clause 26).

What the Agreement Doesn't Do

Other Agreements Required

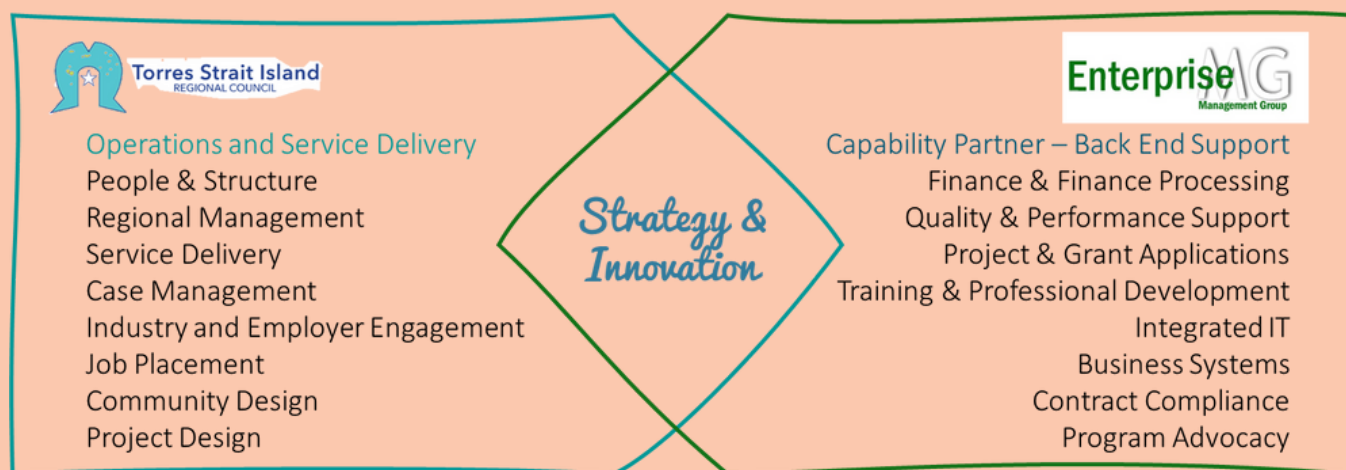
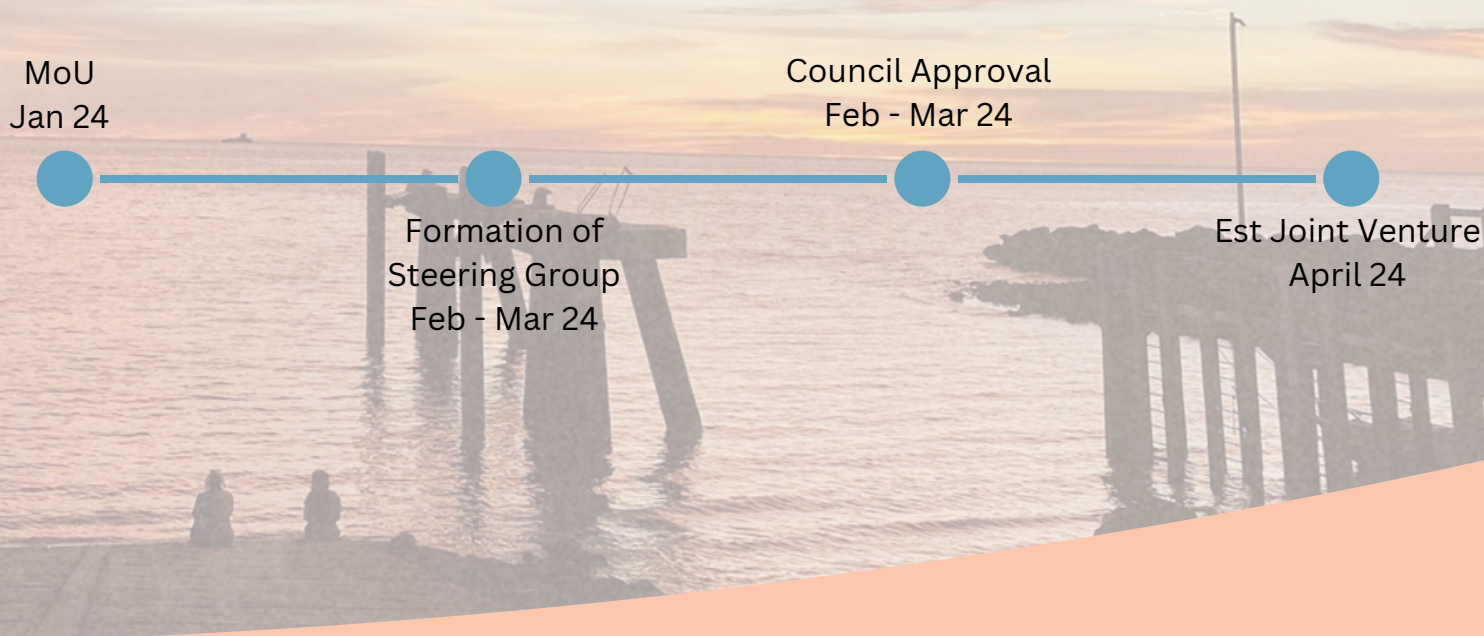
Whilst the Shareholders Agreement provides for the Shareholders to provide services to the Company in running the business (e.g. whether back of house support services, or operational support) – this document doesn't actually specify what each party has agreed to do for or on behalf of the Company. Where the Company is going to use the services of one or more of the Shareholders in order to carry out its business – a separate Agreement will be needed to set out who is doing what and what the Company is paying for the relevant services.

Working In Partnership - A Collaboration for Change

CDP Reform Briefing Document

- Significant structural changes to the CDP contract in the last 3 years.
- Current CDP contracts are set to expire in September 2024
- We expect tenders to be open from April 2024 (unconfirmed at this stage still)
- Introduction of a new remote jobs program that will replace the CDP.
- Program features will be co-designed with communities in consultation with CDP Providers and key stakeholders.

Potential Roadmap



From: Mills, Thaine <Thaine.Mills@aff.gov.au>

Sent: Friday, 6 June 2025 2:24 PM

To: Secretariat <secretariat@tsirc.qld.gov.au>; Darryl Brooks <darryl.brooks@tsirc.qld.gov.au>

Cc: Mills, Thaine <Thaine.Mills@aff.gov.au>

Subject: FW: Introduction to the Australian Animal Welfare Strategy (AAWS) [SEC=OFFICIAL]

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Good afternoon,

Attn: James William - Chief Executive Officer

I am writing from the Department of Agriculture, Fisheries and Forestry on behalf of the team responsible for renewing the Australian Animal Welfare Strategy (AAWS).

Following a recent discussion with Mayor Pillemon Mosby, we would like to formally request the opportunity to appear as a deputation at the upcoming **Torres Strait Island Regional Council (TSIRC) Trustee Council and Ordinary Council Meeting**, scheduled for **June 17 -18, 2025 on Masig Island**.

We respectfully seek approval to deliver a one-hour workshop. The session will focus on gathering First Nations input into the renewed AAWS, ensuring that First Nations teachings, perspectives, and cultural practices relating to animal welfare are recognised and meaningfully incorporated into the national strategy.

We acknowledge the vital role First Nations communities play in the stewardship of land and animals and are committed to ensuring these voices are central to the AAWS renewal process.

Further information about the AAWS and the animal group chapters below.

Background

The Australian Government committed \$5 million over 4 years (2023-2027) to the development of the renewed AAWS, with the objective of providing a framework for a national approach to animal welfare in Australia. The previous strategy lapsed in 2014. The renewal of the AAWS establishes Australia's commitment to modern, sustainable, evidence and science-based welfare practices. The development of the renewed AAWS will be jointly led by the Australian, and state and territory governments, informed by engagement and feedback during consultation.

The AAWS will include all animals and will be released in tranches by chapter as they are developed. Each chapter will be dedicated to one of the 6 animal groups, with the final strategy expected to be finalised in 2027:

- Livestock and production animals
- Aquatic animals
- Animals in the wild
- Companion animals
- Animals used for work, sport and recreation
- Animals in research and teaching.

The parameters for each chapter have been developed based on feedback from stakeholders and consideration of the lapsed AAWS. Many animal welfare considerations are relevant to multiple species, chapters and stakeholder groups. Stakeholders may have interests across multiple chapters and can participate in the consultation process for more than one chapter.

The first round of public consultation on the renewal of the Australian Animal Welfare Strategy (AAWS) was undertaken from 8 March to 8 July 2024. This included a Have Your Say survey and submissions process, and a series of focus groups and other meetings with a range of representative stakeholders.

A consultation summary has been published at www.agriculture.gov.au/haveyoursay/aaws. Feedback received through this first round of consultation has provided valuable information to inform the development process and will help shape the renewed AAWS.

National Statement on Animal Welfare

In December 2024 all Agriculture Ministers endorsed the *National Statement on Animal Welfare*, which has been published on the [Department of Agriculture, Fisheries and Forestry website](http://www.agriculture.gov.au/haveyoursay/aaws).

The national statement is the culmination of a comprehensive engagement process during 2024 that sought feedback through several different channels, including Have Your Say survey and submissions, engagement sessions, focus groups, interviews, workshops, and collaborative efforts with states and territories through the Animal Welfare Task Group.

The text in bold was drafted for inclusion in the national statement, drawing from advice received during consultation and engagement with First Nations people:

- We acknowledge the interconnectedness of animal welfare, human wellbeing, **animal and human health**, the environment and climate change, **biosecurity**, and Australia's socioeconomic sustainability and prosperity.
- We acknowledge the need to build trusted relationships and sustainable continuous improvement across the animal welfare system to progress the vision.
- **We acknowledge the spiritual connection that First Nations people have with animals, and the importance of partnering with First Nations people to incorporate their teachings and perspectives on protecting and caring for all living beings.**
- We acknowledge the need to continue to develop Australia's capability to support the animal welfare system.

The purpose of the national statement

The national statement confirms Ministers' commitment to further strengthen Australia's animal welfare system and underpins the renewal of the AAWS.

Acknowledging the role of animal welfare practices and standards informed by science and evidence, the national statement sets a vision and key priority areas for Australia's animal welfare system.

The national statement recognises opportunities across leadership and coordination, standards and implementation, reporting and compliance, research and development, education and communication, and international engagement. It also recognises the interconnectedness of animal welfare with other national priorities and issues of significance, such as climate change and biosecurity, and the importance of partnering with First Nations people to incorporate their teachings and perspectives on protecting and caring for all animals.

Cowal Makiya

As part of the AAWS renewal work, the department commissioned an original First Nations artwork through an Indigenous-owned creative agency to provide a rich visual story for the renewal of the AAWS.

This artwork, titled *Cowal Makiya*, the Mayi-Yapi word for "today's land", was used to design the national statement. Mayi-Yapi is a language of the Mayi Nations of the Gulf of Carpentaria.

The artwork was created by Leah Cummins, a proud Mayi woman from North-Western Queensland. A vibrant focal point for the AAWS, *Cowal Makiya* showcases the 6 animal group chapters in the AAWS, highlights cultural connections to animals, and promotes respect for traditional knowledge.

Stay connected

The national statement, the artwork story and more information about the renewal of the AAWS is available on the department's [website](#).

You can also [subscribe to stay informed](#) about the progress of the renewed AAWS and future engagement opportunities through our new e-newsletter.

Thank you for considering this request to meet with us.

Kind Regards,

Thaine Mills | Assistant Director | Renewed Australian Animal Welfare Strategy
Animal Welfare Branch
Plant and Live Animal Exports, Welfare and Regulation Division
Phone 07 4212 0101 | Mob 04 275 21440 | Fax 07 4241 7845
Email: Thaine.Mills@aff.gov.au

Department of Agriculture, Fisheries and Forestry
Science and Surveillance Group | Biosecurity Plant and Science Services Division
114 Catalina Crescent, Airport Business Park, Cairns Airport, CAIRNS, QLD, 4870
GPO Box 858, Canberra, ACT, 2601, Australia
agriculture.gov.au

Keep up to date with the latest news on the renewal of the Australian Animal Welfare Strategy (AAWS).
[Subscribe](#) to receive the first edition of the AAWS newsletter, or visit
www.agriculture.gov.au/agriculture-land/animal/welfare/aaws.

Australian Animal Welfare Strategy



We acknowledge the continuous connection of First Nations Traditional Owners and Custodians to the lands, seas and waters of Australia. We recognise their care for and cultivation of Country. We pay respect to Elders past and present, and recognise their knowledge and contribution to the productivity, innovation and sustainability of Australia's agriculture, fisheries and forestry industries.

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Australian Government

National Statement on Animal Welfare

Vision

Australia achieves good animal welfare outcomes through the development and adoption of animal welfare practices and standards that are underpinned by science and evidence.

Context

We acknowledge the interconnectedness of animal welfare, human wellbeing, animal and human health, the environment and climate change, biosecurity, and Australia's socioeconomic sustainability and prosperity.

We acknowledge the need to build trusted relationships and sustainable continuous improvement across the animal welfare system to progress the vision.

We acknowledge the spiritual connection that First Nations people have with animals, and the importance of partnering with First Nations people to incorporate their teachings and perspectives on protecting and caring for all living beings.

We acknowledge the need to continue to develop Australia's capability to support the animal welfare system.



Leadership and coordination

Establish governance arrangements to oversee implementation of the Australian Animal Welfare Strategy and coordination of activities.

We are working towards national consistency, while recognising the need for flexibility. Our governance arrangements include expert capability and independent advice, supported by broad stakeholder engagement. Responsibilities are clear and decisions are transparent.

Standards and implementation

Implement standards development frameworks that identify national priorities and streamline the development and rapid adoption by jurisdictions.

We are working towards standards that consider contemporary animal welfare science, costs, practicalities, community standards and international expectations. We promote the role of species-specific approaches, industry guidelines, codes and other mechanisms such as sustainability frameworks and extension activities that complement national standards and guidelines.

Reporting and compliance

Establish systems to track outcomes and monitor compliance.

We are working towards measurable animal welfare outcomes, ensuring practices meet or exceed national, state and territory requirements, including monitoring, data collection, transparent reporting and auditing activities. We recognise the role of quality assurance and accreditation systems. There is opportunity for the continuing role of emerging technology in monitoring, alerting, reporting and compliance.

Research and development

Implement a coordinated approach to animal welfare research and extension activities.

We are working towards a coordinated approach that builds the evidence base to meet animal welfare challenges and opportunities. There are opportunities for cross-sector research and for building on industry investment (e.g. Rural Research and Development Corporations), understanding the use of technology in improving animal welfare, identifying gaps and translating findings to application.

Education and communication

Promote best practice to industry and the community, showcase good outcomes and raise community awareness about animal use across all sectors.

We recognise the role of social licence in Australia, and support work to increase community awareness about animal welfare practices and standards. Opportunity exists to promote examples of positive animal welfare outcomes and to extend outreach education programs.

International engagement

Establish cooperation and sharing of animal welfare information with international standard-setting bodies such as the World Organisation for Animal Health and advocate for Australian standards and practices that are designed for our unique landscapes, ecosystems and climate.

We will build Australia's sustainable trade credentials, maintaining and securing future market access by showcasing and maturing Australia's national approach to animal welfare.

An Australian Government initiative in partnership with all states and territories

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Artwork: © Bunya Designs and Saltwater People. Cowal Makiya, 2024

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