



Redland
CITY COUNCIL

MINUTES

GENERAL MEETING

Wednesday, 21 May 2014

The Council Chambers
35 Bloomfield Street
CLEVELAND QLD

Table of Contents

Item	Subject	Page No
1	DECLARATION OF OPENING	1
2	RECORD OF ATTENDANCE AND LEAVE OF ABSENCE.....	1
3	DEVOTIONAL SEGMENT	2
4	RECOGNITION OF ACHIEVEMENT.....	2
5	RECEIPT AND CONFIRMATION OF MINUTES.....	2
	5.1 GENERAL MEETING MINUTES 7 MAY 2014	2
6	MATTERS OUTSTANDING FROM PREVIOUS COUNCIL MEETING MINUTES.....	2
7	PUBLIC PARTICIPATION.....	2
8	PETITIONS AND PRESENTATIONS.....	3
	8.1 PETITION.....	3
	8.1.1 PETITION CR OGILVIE (DIVISION 2) – REQUEST TO RETAIN LINEAR PARK AND CORTES CANAL PARK.....	3
	8.2 PRESENTATION	3
	8.2.1 PRESENTATION – CR OGILVIE – POINT LOOKOUT SURF LIFE SAVING CLUB.....	3
9	MOTION TO ALTER THE ORDER OF BUSINESS	4
	9.1 MOTION TO WITHDRAW ITEM	4
	9.2 MOTION TO WITHDRAW ITEM	4
10	DECLARATION OF MATERIAL PERSONAL INTEREST OR CONFLICT OF INTEREST ON ANY ITEMS OF BUSINESS	4
11	REPORTS TO COUNCIL	5
	11.1 PORTFOLIO 2 (MAYOR KAREN WILLIAMS) (SUPPORTED BY DEPUTY MAYOR CR BEARD) ECONOMIC DEVELOPMENT, GOVERNANCE, SERVICE DELIVERY, REGULATIONS AND EMERGENCY MANAGEMENT	5
	11.1.1 AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION NATIONAL GENERAL ASSEMBLY 2014	5

11.2	PORTFOLIO 6 (CR MARK EDWARDS) CORPORATE SERVICES.....	8
11.2.1	APRIL 2014 MONTHLY FINANCIAL REPORTS.....	8
11.2.2	REDHEART MINING LEASE.....	11
11.2.3	PROCUREMENT POLICY (POL-3043) AND LOCAL SUPPLIER PREFERENCE MODEL	14
11.3	PORTFOLIO 7 (CR JULIE TALTY) PLANNING & DEVELOPMENT.....	17
11.3.1	DECISIONS MADE UNDER DELEGATED AUTHORITY FOR CATEGORY 1, 2 & 3 DEVELOPMENT APPLICATIONS	17
11.3.2	APPEALS LIST CURRENT AS AT 6 MAY 2014.....	19
11.4	PORTFOLIO 8 (CR MURRAY ELLIOTT) INFRASTRUCTURE	22
11.4.1	MACLEAY ISLAND COMMUNITY CONCEPT PLAN OVERVIEW	22
11.4.2	CAPITAL WORKS PRIORITISATION POLICY – POL-3131	30
11.5	PORTFOLIO 9 (CR PAUL GLEESON) ENVIRONMENT, WATERWAYS AND FORESHORES	33
11.5.1	HEALTHY WATERWAYS AMENDED NETWORK RULES AND REVISED CONSTITUTION	33
12	MAYORAL MINUTE.....	38
13	NOTICES OF MOTION TO REPEAL OR AMEND RESOLUTIONS	38
14	NOTICES OF MOTION.....	38
15	URGENT BUSINESS WITHOUT NOTICE	38
16	CLOSED SESSION	39
16.1	INFRASTRUCTURE & OPERATIONS	39
16.1.1	CLEVELAND AQUATIC CENTRE LEASE.....	39
16.1.2	DISPOSAL OF LAND, MT COTTON	40
17	MEETING CLOSURE	40

The Mayor is the Chair of the General Meeting. The following Portfolios are included in the General Meeting and Council's nominated spokesperson for that portfolio as follows:

PORTFOLIO	SPOKESPERSON
1. Community & Environmental Health and Wellbeing; Animal Management; Compliance & Regulatory Services	Cr Wendy Boglary
2. Economic Development, Governance, Service Delivery, Regulations and Emergency Management	Mayor Karen Williams supported by the Deputy Mayor Alan Beard
3. Tourism and CBD Activation	Cr Craig Ogilvie
4. Commercial Enterprises (Water, Waste, RPAC, etc)	Cr Kim-Maree Hardman
5. Open Space, Sport and Recreation	Cr Lance Hewlett
6. Corporate Services	Cr Mark Edwards
7. Planning and Development	Cr Julie Talty
8. Infrastructure	Cr Murray Elliott
9. Environment; Waterways and Foreshores	Cr Paul Gleeson
10. Arts, Culture and Innovation	Cr Paul Bishop

1 DECLARATION OF OPENING

The Mayor declared the meeting open at 9.31am and acknowledged the Quandamooka people, who are the traditional custodians of the land on which Council meets.

The Mayor also paid Council's respect to their elders, past and present, and extended that respect to other indigenous Australians who are present.

2 RECORD OF ATTENDANCE AND LEAVE OF ABSENCE

Cr K Williams	Mayor
Cr A Beard	Deputy Mayor & Councillor Division 8
Cr W Boglary	Councillor Division 1
Cr C Ogilvie	Councillor Division 2
Cr L Hewlett	Councillor Division 4
Cr M Edwards	Councillor Division 5
Cr M Elliott	Councillor Division 7
Cr P Gleeson	Councillor Division 9
Cr P Bishop	Councillor Division 10

EXECUTIVE LEADERSHIP GROUP:

Mr B Lyon	Chief Executive Officer
Mr N Clarke	General Manager Organisational Services
Mr G Soutar	General Manager Infrastructure & Operations
Mrs D Corbett-Hall	Acting Chief Financial Officer
Mr G Photinos	Group Manager Environment & Regulation

APOLOGIES

Cr J Talty, Councillor Division 6
Cr K Hardman, Councillor Division 3

MINUTES:

Mrs J Parfitt Team Leader Corporate Meetings & Registers

3 DEVOTIONAL SEGMENT

Pastor Ettiene de Wilzem, Redlands Christian Reform Church and member of the Ministers' Fellowship, led Council in a brief devotional segment.

4 RECOGNITION OF ACHIEVEMENT

No items presented.

5 RECEIPT AND CONFIRMATION OF MINUTES**5.1 GENERAL MEETING MINUTES 7 MAY 2014****COUNCIL RESOLUTION**

Moved by: Cr M Elliott
Seconded by: Cr P Bishop

That the minutes of the General Meeting of Council held on 7 May 2014 be confirmed.

CARRIED 9/0

Crs Talty and Hardman were absent from the meeting.

6 MATTERS OUTSTANDING FROM PREVIOUS COUNCIL MEETING MINUTES

There are no matters outstanding.

7 PUBLIC PARTICIPATION**MOTION TO ADJOURN MEETING AT 9.39AM**

Moved by: Cr M Elliott
Seconded by: Cr P Gleeson

That Council adjourn the meeting for a 15 minute public participation segment.

CARRIED 9/0

Crs Talty and Hardman were absent from the meeting.

1. Mr D Polzi, of Sheldon, addressed Council in relation to concerns regarding the proximity of a proposed bulk landscaping yard and his support for Council's proposal to dispose of land at Mt Cotton (Item 16.2.1).
2. Mr R Hiscock, resident of Sheldon, addressed Council indicating his support for Council's proposal to dispose of land at Mt Cotton (Item 16.2.1).

MOTION TO RESUME MEETING AT 9.50AM

Moved by: Cr M Elliott

Seconded by: Cr P Bishop

That the meeting proceedings resume.

CARRIED 9/0

Crs Talty and Hardman were absent from the meeting.

8 PETITIONS AND PRESENTATIONS**8.1 PETITION****8.1.1 PETITION CR OGILVIE (DIVISION 2) – REQUEST TO RETAIN LINEAR PARK AND CORTES CANAL PARK****COUNCIL RESOLUTION**

Moved by: Cr C Ogilvie

Seconded by: Cr M Elliott

1. That the petition be received and referred to the Chief Executive Officer for consideration and a report to the Local Government; and
2. That the principal petitioner be advised in writing.

"Petition requesting Council retain Linear Park as existing park and Cortes Canal Park as park being land identified as emergency access for canal & revetment repairs and maintenance. We do not support any development that is inconsistent with the purpose for which these park areas are dedicated. This parkland is held in trust by Redland City Council to be used for public use and we specifically object to this open space parkland to be used as a Memorial Park."

CARRIED 9/0

Crs Talty and Hardman were absent from the meeting.

8.2 PRESENTATION**8.2.1 PRESENTATION – CR OGILVIE – POINT LOOKOUT SURF LIFE SAVING CLUB**

Cr Ogilvie acknowledged Mr Joel Di Trapani, the Point Lookout Surf Lifesaving Club Captain, who for more than 12 years has returned each year to Point Lookout to play his part in keeping Straddie beaches safe.

Mr Trapani has performed numerous rescues including the recent challenging rescue in big surf of a tourist who fell approximately 5 metres into north gorge injuring her head and suffering lacerations to her legs, arms and back. All aspects of the rescue were coordinated and between the first radio call and getting her back to the beach took just 6 minutes.

Cr Ogilvie praised the NSI SLSC for this exceptional rescue and their continued bravery in often difficult situations.

9 MOTION TO ALTER THE ORDER OF BUSINESS**9.1 MOTION TO WITHDRAW ITEM****COUNCIL RESOLUTION**

Moved by: Cr M Elliott
Seconded by: Cr A Beard

That Item 11.1.2 Expenses Reimbursement and Provision of Facilities for Councillors Guideline (as listed on the Agenda) be withdrawn.

CARRIED 9/0

Crs Talty and Hardman were absent from the meeting.

9.2 MOTION TO WITHDRAW ITEM**COUNCIL RESOLUTION**

Moved by: Cr M Edwards
Seconded by: Cr M Elliott

That Item 14.1.1 Notice of Motion Cr Edwards – Support for Renaming of Russell Island to Canaipa Island – (as listed on the Agenda) be withdrawn.

CARRIED 9/0

Crs Talty and Hardman were absent from the meeting.

10 DECLARATION OF MATERIAL PERSONAL INTEREST OR CONFLICT OF INTEREST ON ANY ITEMS OF BUSINESS

Nil

COUNCILLOR ABSENCES DURING MEETING

Cr Elliott left the meeting at 10.44am at the conclusion of Item 11.4.2 and returned at 10.47am during discussion on Item 11.5.1.


11 REPORTS TO COUNCIL

11.1 PORTFOLIO 2 (MAYOR KAREN WILLIAMS) (SUPPORTED BY DEPUTY MAYOR CR BEARD)

ECONOMIC DEVELOPMENT, GOVERNANCE, SERVICE DELIVERY, REGULATIONS AND EMERGENCY MANAGEMENT

11.1.1 AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION NATIONAL GENERAL ASSEMBLY 2014

Datworks Filename: GOV - Australian Local Government
Association

Responsible/Authorising Officer: 
Nick Clarke
General Manager Organisational Services

Author: Craig Dickson
Policy Adviser

PURPOSE

The purpose of this report is to seek Council's endorsement for attendance by one Councillor at the 2014 Australian Local Government Association (ALGA) National General Assembly.

BACKGROUND

The 2014 ALGA National General Assembly will be held in Canberra from June 15 to June 18. The theme for this year's Assembly is 'Getting Down to Business'.

Each year the ALGA National General Assembly draws delegates from across local government in Australia to debate and vote on significant motions and to listen to the key political and business leaders who address the forum.

Council is a member of ALGA and has a strong record of contributing to debate and supporting ALGA in its advocacy efforts for local government across Australia. As a member, Council has full voting rights on the motions that will be debated by delegates.

ISSUES

The 2014 ALGA National General Assembly will be held in Canberra from Sunday 15 June to Wednesday 18 June. The theme for this year's Assembly is 'Getting Down to Business'. This theme invites delegates to reflect on the roles and responsibilities of local government, its funding and relative place in the Federation. It acts as an enabler for local government to define for itself:

- what business local government is in;
 - the resources needed to do it; and
 - what should be expected from the Commonwealth and should be expected from state and territory governments.
-

Relevant motions will be submitted against these issues and Council's membership of ALGA entitles Council to contribute to debate and to vote on each motion after it is debated.

Networking and knowledge sharing will occur through panel discussions and concurrent sessions. Invited or confirmed speakers to address Assembly delegates include:

- The Prime Minister;
- The Leader of the Opposition;
- Deputy Prime Minister and Minister for Infrastructure and Regional Development;
- The Minister for Immigration and Border Protection;
- The Shadow Minister for Regional Development and Local Government.

STRATEGIC IMPLICATIONS

Legislative Requirements

There are no legislative requirements pertaining to the ALGA National General Assembly.

Risk Management

There are no specific risk management issues pertaining to the ALGA National General Assembly.

Financial

Budget has been provided for Council to be represented at this Assembly.

The approximate cost for one Councillor to attend the ALGA National General Assembly including travel, accommodation, registration and sundry costs is \$2500.

People

There are no specific people issues pertaining to the ALGA National General Assembly.

Environmental

There are no specific environmental issues pertaining to the ALGA National General Assembly.

Social

There are no specific social issues pertaining to the ALGA National General Assembly.

Alignment with Council's Policy and Plans

Council's Corporate Plan includes a commitment to establish and maintain effective partnerships with local, regional and national organisations and governments to deliver the visions and goals of the community. Attendance at the Assembly supports the achievement of this commitment.

CONSULTATION

No formal consultation has taken place in preparing this report. This is an annual local government forum where Council has traditionally been represented. Attendance at the Assembly will provide the Councillor with opportunities to consult with peers from across Australia.

OPTIONS

1. That Council sends one Councillor to this year's Australian Local Government Association National General Assembly.
2. That Council does not send any delegates to this year's Australian Local Government Association National General Assembly.

OFFICER'S RECOMMENDATION

That Council resolves to be represented by one Councillor at the 2014 Australian Local Government Association National General Assembly.

COUNCIL RESOLUTION

Moved by: Cr A Beard

Seconded by: Cr M Elliott

That Council resolves as follows:

1. To be represented by one Councillor at the 2014 Australian Local Government Association National General Assembly; and
2. That Councillor Mark Edwards be that representative.

CARRIED 9/0

Crs Talty and Hardman were absent from the meeting.

11.2 PORTFOLIO 6 (CR MARK EDWARDS)**CORPORATE SERVICES****11.2.1 APRIL 2014 MONTHLY FINANCIAL REPORTS**

Datworks Filename: FM Monthly Financial Reports

Attachment: [Monthly Financial Report April 2014](#)

Responsible/Authorising Officer:



Bill Lyon
Chief Executive Officer

Author:

Deborah Corbett-Hall
Acting Chief Financial Officer

PURPOSE

The purpose is to present the April 2014 Monthly Financial Performance Report to Council and explain the content and analysis of the report. Section 204(2) of the *Local Government Regulation 2012* requires the Chief Executive Officer of a local government to present statements of its accounts to the local government on a monthly basis.

BACKGROUND

Council adopts an annual budget and then reports on performance against the budget on a monthly basis. This is not only a legal requirement but enables the organisation to periodically review its financial performance and position and respond best to changes in community requirements, market forces or other outside influences.

ISSUES

Council is in the process of completing its third quarter budget review following the close of financials at the end of March 2014. This final budget review will be followed by preparation for the end of year accounts finalisation.

STRATEGIC IMPLICATIONS

Council has either achieved or favourably exceeded the following Key Financial Stability and Sustainability Ratios as at the end of April 2014:

- Level of dependence on general rate revenue;
- Ability to pay our bills – current ratio;
- Ability to repay our debt – debt servicing ratio;
- Cash balance;
- Cash balances – cash capacity in months;
- Longer term financial sustainability – debt to asset ratio;
- Operating surplus ratio;
- Net financial liabilities;
- Interest cover ratio; and
- Asset consumption ratio.

The following ratios were not achieved as at the end of April 2014:

- Operating performance – this is a cash measure and is influenced by the rating cycle – as rates were due in the subsequent month this is expected to return to a favourable result in May 2014; and
- Asset sustainability ratio – this is a stretch target and Council is currently reviewing its ten year capital program as part of the annual budget development process to ensure renewal expenditure continues to be prioritised.

Of additional note, Council adopted a revised Investment Policy and also a Constrained Cash Reserves Policy on 23 April 2014 for the 2014-15 financial year.

LEGISLATIVE REQUIREMENTS

The April 2014 financials are presented in accordance with the legislative requirement of section 204(2) of the *Local Government Regulation 2012*, requiring the Chief Executive Officer to present the financial report to a monthly Council meeting.

Risk Management

April 2014 revenues and expenditures have been noted by the Executive Leadership Group and relevant officers who can provide further clarification and advise around actual to budget variances. During the third and final quarter budget review Council has considered any necessary budget movements over the remaining two months of the 2013-14 financial year.

Financial

There are no direct financial impacts to Council resulting from this report; however it provides an indication of financial outcomes at the end of April 2014, the first month of the final quarter of the 2013-14 financial year.

People

Nil impact expected as the purpose of the attached report is to provide financial information to Council based upon actual versus budgeted financial activity.

Environmental

Nil impact expected as the purpose of the attached report is to provide financial information to Council based upon actual versus budgeted financial activity.

Social

Nil impact expected as the purpose of the attached report is to provide financial information to Council based upon actual versus budgeted financial activity.

Alignment with Council's Policy and Plans

This report has a relationship with the following items of the Corporate Plan:

8. Inclusive and ethical governance

Deep engagement, quality leadership at all levels, transparent and accountable democratic processes and a spirit of partnership between the community and Council will enrich residents' participation in local decision making to achieve the community's Redlands 2030 vision and goals.

- 8.7 Ensure Council resource allocation is sustainable and delivers on Council and community priorities; and

- 8.8 Provide clear information to citizens about how rates, fees and charges are set and how Council intends to finance the delivery of the Community Plan and Corporate Plan.

CONSULTATION

Consultation has taken place amongst Council departmental officers, Financial Services Group Officers and the Executive Leadership Group.

OPTIONS

1. Council resolves to note the End of Month Financial Reports for April 2014 and explanations as presented in the attached Monthly Financial Performance Report.
2. Council requests additional information.

OFFICER'S RECOMMENDATION/ COUNCIL RESOLUTION

Moved by: Cr M Edwards
Seconded by: Cr M Elliott

Council resolves to note the End of Month Financial Reports for April 2014 and explanations as presented in the attached Monthly Financial Performance Report.

CARRIED 9/0

Crs Talty and Hardman were absent from the meeting.

11.2.2 REDHEART MINING LEASE**Dataworks Filename:****RTT Quarries - Redheart Pty Ltd****Authorising/Responsible Officer:****Bill Lyon
Chief Executive Officer****Author:****Andrew Ross
General Counsel Legal Services**

PURPOSE

The purpose of this report is to seek Council's approval to:

1. appoint directors to Redheart Pty Ltd (Redheart) being a wholly owned Council company formed for the purposes of holding a mining lease held at the Council's German Church Road Quarry Redland Bay; and,
2. to conduct a tender for proposals to lease or acquire the German Church Road Quarry (or part thereof) in accordance with the *Local Government Act 2009* and Local Government Regulation 2012.

BACKGROUND

In the mid 1980's Council engaged contractors at a quarry site at Mount Cotton Road Sheldon before relocating to the current Quarry site at 611 to 647 German Church Road Redland Bay. The Mining Registrar at the time directed the Council to obtain a Mining Lease if the material was to be on sold to others that may be used as a mineral under the *Mineral Resources Act 1989*.

The Mineral Resources Act 1989 requires an individual or company to hold a mining lease and not a local authority. The Mining Lease ML50010 and Environmental Authority M3479 have been in place for operations at the Quarry for over 30 years starting 1st December 1991.

Redheart is not a trading entity and the last time Council sold mineral was in 2006 and since that time the site has been operated by Council as a Quarry extractive industry, principally used by Council for gravel products mostly as road base and landfill capping material.

ISSUES

Since the mining lease was granted to Redheart, there has been only minor mineral extraction activity and for the most part the site is used as a quarry for local government purposes. The quarry facility and equipment is ageing to which a tender process will assist to identify opportunities to upgrade the facility. The company structure and mining lease provides opportunity for Council to further consider the best use of the site whilst ensuring any restoration works as required by its environmental authority are staged and discharged over time.

However it is also noted that the continuation of Redheart may add a layer of bureaucracy and administrative cost that subject to discharging its requirements

under the environmental authority and mining lease may be unnecessary into the future at which point a report can be presented for winding up the company.

As a separate legal entity it is recommended that the shareholding in Redheart be with Council as the single shareholder and that two directors be appointed namely the General Manager Infrastructure & Operations and the General Manager Organisational Services, retaining the General Counsel as Company Secretary.

That Council delegate authority to the Chief Executive Officer to enter into an arrangement with Redheart for the operation of the quarry site as trustee land under the Land Act 1994. Further that the Chief Executive Officer engage a public tender process for proposals to ensure the land and operations is being used at its highest and best use in accordance with the *Local Government Act 2009* and Sustainable Planning Act 2009 and related legislation.

STRATEGIC IMPLICATIONS

Legislative Requirements

ASIC will need to be notified of any decision to appoint directors and appropriate documentation submitted by the company secretary.

Risk Management

No risks have been identified.

Financial

The direct annual cost of operating Redheart is approximately \$1,732.00.

There are no current financial implications associated with restoration requirements unless Redheart is wound up.

People

Council employs 1 staff member and 1 part time contractor at the quarry site who have been consulted over the tender proposal and will be further engaged as part of the tender assessment.

Environmental

No issues.

Social

No issues.

Alignment with Council's Policy and Plans

This decision aligns with Council's priorities to the delivery of core business.

CONSULTATION

Consultation has been undertaken with Infrastructure and Operations, Financial Services and the Department of Natural Resources and Mines.

OPTIONS

1. That Council resolves to:
 - a) Continue to operate Redheart Pty Ltd as a wholly owned Council company with Council as its single shareholder;
 - b) Appoint two directors namely the General Manager Infrastructure & Operations and General Manager Organisational Services;
 - c) Conduct a tender for proposals to lease or acquire the German Church Road Quarry (or part thereof) in accordance with the *Local Government Act 2009* and *Local Government Regulation 2012*; and
 - d) Delegate authority to the Chief Executive Officer (under s.257(1)(b) of the *Local Government Act 2009*) to negotiate, make, vary and discharge an arrangement with Redheart and to fully implement these resolutions.
2. That Council winds up Redheart Pty Ltd and delegates authority to the Chief Executive Officer to undertake all necessary actions to implement this decision and to retain the current quarry operations.

**OFFICER'S RECOMMENDATION/
COUNCIL RESOLUTION**

Moved by: Cr M Edwards
Seconded by: Cr M Elliott

That Council resolves to:

1. **Continue to operate Redheart Pty Ltd as a wholly owned Council company with Council as its single shareholder;**
2. **Appoint two directors namely the General Manager Infrastructure & Operations and General Manager Organisational Services;**
3. **Conduct a tender for proposals to lease or acquire the German Church Road Quarry (or part thereof) in accordance with the *Local Government Act 2009* and *Local Government Regulation 2012*; and**
4. **Delegate authority to the Chief Executive Officer (under s.257(1)(b) of the *Local Government Act 2009*) to negotiate, make, vary and discharge an arrangement with Redheart and to fully implement these resolutions.**

CARRIED 7/2

Crs Gleeson and Bishop voted against the motion.

Crs Talty and Hardman were absent from the meeting.

11.2.3 PROCUREMENT POLICY (POL-3043) AND LOCAL SUPPLIER PREFERENCE MODEL

Datworks Filename: Procurement Policy – POL-3043
GOV Administrative/Corporate/Statutory
Policy Documentation

Attachments: [Procurement Policy – POL-3043](#)
[Local Supplier Preference Model](#)

Responsible/Authorising Officer:



Bill Lyon
Chief Executive Officer

Author:

Andrew Ross
General Counsel, Legal Services

PURPOSE

The purpose of this report is to seek Council's approval to adopt a new Procurement Policy and Local Supplier Preference model; and to delegate authority to the Chief Executive Officer to develop a procurement manual, guidelines and procedures to implement the Procurement Policy and Local Supplier Preference Model.

BACKGROUND

On 12 February 2014 Council resolved for officers to present a review of the procurement policy to ensure Redland City businesses are not disadvantaged in competing for the supply of goods or services to Council.

On 5 March 2014 Council acknowledged the officer report on the review and resolved for officers to conduct a local procurement workshop with Councillors to investigate a preference model that strikes a balance between local business incentives and operational budget considerations.

On 25 March 2014 Councillors participated in a workshop on various models and accepted the attached Local Supplier Preference model which will be complimented by reporting systems, officer training and supplier workshops so as to measure the implementation of the model.

STRATEGIC IMPLICATIONS

Legislative Requirements

The Procurement Policy must be reviewed annually and adopted under section 198 of the Local Government Regulation 2012 (LGR). The Procurement Policy and its implementation for purchasing goods and services must be consistent with the 'sound contracting principles' as per section 104 of the Local Government Act 2009, namely:

- (a) value for money; and
 - (b) open and effective competition; and
 - (c) the development of competitive local business and industry; and
-

- (d) environmental protection; and
- (e) ethical behaviour and fair dealing.

Risk Management

No risks have been identified.

Financial

There is no direct financial consequence from the recommendations and indirect consequences will be monitored and reported to Council on local supplier spend.

People

There is no direct impact on staff.

Environmental

The Policy is consistent with contracting principles to consider environmental protection initiatives in the purchase of goods and services.

Social

The local supplier model supports the development and strengthening of competitive local business and industry.

Alignment with Council's Policy and Plans

The recommendation is consistent with the Corporate and Operational Plans for a strong and connected community and an effective and efficient organisation.

CONSULTATION

Consultation has been undertaken with Councillors, members of Council's Operational Leadership Group, other Queensland Councils and external Lawyers.

OPTIONS

1. That Council resolves to adopt the attached Procurement Policy and Local Supplier Preference model; and to delegate authority to the Chief Executive Officer to develop a procurement manual, guidelines and procedures to implement the Procurement Policy and Local Supplier Preference Model.
2. That Council resolves NOT to adopt the attached Procurement Policy and Local Supplier Preference model; and to delegate authority to the Chief Executive Officer to develop a procurement manual, guidelines and procedures to implement the Procurement Policy and Local Supplier Preference Model.

OFFICER'S RECOMMENDATION/ COUNCIL RESOLUTION

Moved by: Cr M Edwards
Seconded by: Cr M Elliott

That Council resolves to:

1. **Adopt the attached Procurement Policy (POL-3043) and Local Supplier Preference model; and**

2. Delegate authority to the Chief Executive Officer, under s.257(1)(b) of the *Local Government Act 2009*, to develop a procurement manual, guidelines and procedures to implement the Procurement Policy and Local Supplier Preference Model.

CARRIED 8/1

Cr Hewlett voted against the motion.

Crs Talty and Hardman were absent from the meeting.

11.3 PORTFOLIO 7 (CR JULIE TALTY)**PLANNING & DEVELOPMENT****11.3.1 DECISIONS MADE UNDER DELEGATED AUTHORITY FOR CATERGORY 1, 2 & 3 DEVELOPMENT APPLICATIONS**

Datworks Filename: Reports to Council - Portfolio 7 Planning & Development

Attachment: [Decisions Made under Delegated Authority 20 04 14 to 02 05 14](#)

Authorising Officer



Louise Rusan
General Manager Community & Customer Services

Responsible Officer: David Jeanes
Group Manager City Planning & Assessment

Author: Debra Weeks
Group Support Officer

PURPOSE

The purpose of this report is for Council to note that the decisions listed below were made under delegated authority for Category 1, 2 and 3 development applications.

This information is provided for public interest.

BACKGROUND

At the General Meeting of 27 July, 2011, Council resolved that development assessments be classified into the following four Categories:

1. Category 1 – Minor Complying Code Assessments and Compliance Assessments and associated administrative matters, including correspondence associated with the routine management of all development applications;
2. Category 2 – Complying Code Assessments and Compliance Assessments and Minor Impact Assessments;
3. Category 3 – Moderately Complex Code & Impact Assessments; and
4. Category 4 – Major and Significant Assessments.

The applications detailed in this report have been assessed under:-

- Category 1 criteria - defined as complying code and compliance assessable applications, including building works assessable against the planning scheme, and other applications of a minor nature, including all accelerated applications.
- Category 2 criteria - defined as complying code assessable and compliance assessable applications, including operational works, and Impact Assessable

applications without submissions of objection. Also includes a number of process related delegations, including issuing planning certificates, approval of works on and off maintenance and the release of bonds, and all other delegations not otherwise listed.

- Category 3 criteria that are defined as applications of a moderately complex nature, generally mainstream impact assessable applications and code assessable applications of a higher level of complexity. Impact applications may involve submissions objecting to the proposal readily addressable by reasonable and relevant conditions. Both may have minor level aspects outside a stated policy position that are subject to discretionary provisions of the Planning Scheme. Applications seeking approval of a plan of survey are included in this category. Applications can be referred to Development and Community Standards Committee for a decision.

OFFICER'S RECOMMENDATION/ COUNCIL RESOLUTION

Moved by: Cr A Beard
Seconded by: Cr P Gleeson

That Council resolves to note this report.

CARRIED 9/0

Crs Talty and Hardman were absent from the meeting.

11.3.2 APPEALS LIST CURRENT AS AT 6 MAY 2014

Datworks Filename: Reports to Council – Portfolio 7 Planning and Development

Authorising Officer:



Louise Rusan
General Manager Community & Customer Services

Responsible Officer: David Jeanes
Group Manager City Planning & Assessment

Author: Chris Vize
Service Manager Planning Assessment

PURPOSE

The purpose of this report is for Council to note the current appeals.

BACKGROUND

Information on appeals may be found as follows:

1. Planning and Environment Court

- a) Information on current appeals and declarations with the Planning and Environment Court involving Redland City Council can be found at the District Court web site using the “Search civil files (eCourts) Party Search” service: <http://www.courts.qld.gov.au/esearching/party.asp>
- b) Judgements of the Planning and Environment Court can be viewed via the Supreme Court of Queensland Library web site under the Planning and Environment Court link: <http://www.sclqld.org.au/qjudgment/>

2. Department of State Development, Infrastructure and Planning (SDIP)

The DSDIP provides a Database of Appeals (<http://services.dip.qld.gov.au/appeals/>) that may be searched for past appeals and declarations heard by the Planning and Environment Court.

The database contains:

- A consolidated list of all appeals and declarations lodged in the Planning and Environment Courts across Queensland of which the Chief Executive has been notified.
 - Information about the appeal or declaration, including the appeal number, name and year, the site address and local government.
-

ISSUES

1.	File Number:	Appeal 1963 of 2009 (MC010715)
Applicant:		JT George Nominees P/L
Application Details:		Preliminary Approval for MCU for neighbourhood centre, open space and residential uses (concept master plan). Cnr Taylor Rd & Woodlands Dve, Thornlands.
Appeal Details:		Applicant appeal against refusal.
Current Status:		The appellant has submitted amended plans to all parties. Council and co-respondents are considering the amended plans.
Hearing Date:		Listed for review 16 May 2014.

2.	File Number:	Appeal 2675 of 2009. (MC010624)
Applicant:		L M Wigan
Application Details:		Material Change of Use for residential development (Res A & Res B) and preliminary approval for operational works 84-122 Taylor Road, Thornlands
Appeal Details:		Applicant appeal against refusal.
Current Status:		Council has filed an application in pending proceeding seeking a declaration that the development application was not correctly applied for, and therefore the appeal should be struck out.
Hearing Date:		Matter to be heard on 9 May 2014.

3.	File Number:	Appeal 4521 of 2013 (MCU012995)
Applicant:		D Polzi and ML Polzi
Application Details:		Material Change of Use for a Landscape Supply Depot
Appeal Details:		Submitter appeal against development permit approval.
Current Status:		Mediation held 10 April 2014. A report was to be taken to the 23 April 2014 General Meeting which outlines the agreements reached at mediation. This report has been deferred.

4.	File Number:	Appeal 4564 of 2013 (ROL005669)
	Applicant:	Ausbild Projects Pty Ltd
	Application Details:	Reconfiguration of Lots (6 into 259) and Material Change of Use (Dwelling Houses)
	Appeal Details:	Applicant appeal against refusal.
	Current Status:	Listed for review on 5 May 2014. Adjourned for two months. Amended review date set for 4 July 2014.

**OFFICER'S RECOMMENDATION/
COUNCIL RESOLUTION**

Moved by: Cr A Beard
Seconded by: Cr M Edwards

That Council resolves to note this report.

CARRIED 9/0

Crs Talty and Hardman were absent from the meeting.

11.4 PORTFOLIO 8 (CR MURRAY ELLIOTT)**INFRASTRUCTURE****11.4.1 MACLEAY ISLAND COMMUNITY CONCEPT PLAN OVERVIEW**

Datworks Filename: RTT: Marine Landing Facilities – Macleay Island

Attachments: [Attachment 1: Community Concept Plan](#)

[Attachment 2: TMR Boat Ramp Concept – Macleay Island Concept 2-1](#)

Authorising Officer:



Gary Soutar
General Manager Infrastructure and Operations

Responsible Officer:

Murray Erbs
Group Manager City Infrastructure

Author:

Tim Mitchell
Planner Infrastructure Projects

PURPOSE

The purpose of this report is to present an overview of the Community Concept Plan, for Macleay Island addressing any key issues, legislative requirements and cost estimates as a staged development.

At its Coordination Committee meeting on 6 November, 2013, Council resolved as follows:

1. That Council implement 'Mean High Water Springs' (MHWS) by preparing an operational works application to mitigate the asbestos contamination and continuing to progress the current MCU application to construct a sea wall along MHWS;
2. That Council investigate a staged development to the 'Lowest Astronomical Tide' (LAT) based upon the Community Plan and bring a report to Council, including costings; and
3. That a staged development proposal to the 'Lowest Astronomical Tide' (LAT) based upon the Community Plan be referred to State and Federal for funding.

As per the above resolution, this report will outline the investigation undertaken by Council officers and present the strategic implications, key issues and a preliminary cost estimate for the staged construction of a boat ramp and associated parking facilities located at 14-22 Russell Terrace, Macleay Island (subject site) based on the Community Plan (the plan) (attachment 1).

The staged aspect of the development will be bringing the initial footprint from Mean High Water Springs (MHWS) to development footprint of this development option

consists of reclaiming all land to the Lowest Astronomical Tide and positioning a two lane boat ramp on the Western side of the subject site.

The total construction cost for a staged development of the plan has been estimated at a \$13M¹ (calculated in 2015/16). The approximate cost estimate for Stage 1 is \$8.8M and Stage 2 cost estimate is approximately \$4.2M (further information in financial section of report). TMR have provided preliminary boat ramp concept and cost estimate to allow for future reclamation of the foreshore.

BACKGROUND

Macleay Island residents submitted the Community Concept Plan (the plan) (view attachment 1) to Council as the community's 'preferred' development option for a recreational boat ramp and associated parking facilities. This concept plan is an alternative to the existing development application on Macleay Island, by increasing the development footprint to the Lowest Astronomical Tide (LAT) mark.

Council resolved to investigate the potential of a staged development to LAT, based upon the community plan. The rationalisation of a staged development would allow Council to deliver a new recreational boat ramp and parking facilities, similar to the current preferred development option (MHWS) while allowing future increases to the development to occur while also spreading the cost of total construction over a number of years.

It is considered that a staged development would occur in two (2) stages, being:

Stage 1

- Construction of a sea wall along Mean High Water Springs (MHWS), capping of the land to accommodate associated parking facilities and delivery of new a recreational boat ramp. TMR has provided a concept design of a boat ramp (Attachment 2) that can accommodate future reclamation of the foreshore area.
- The first stage does not include construction in the foreshore area, except for the boat ramp.
- Cost estimate \$8.8M (2015/16).

Stage 2

- Realignment of the sea wall along LAT, reclamation of the foreshore and extension of the associated parking facilities. It is noted that this stage aligns with the development footprint with the recreational boat ramp delivered in the first stage.
- Cost estimate \$4.2M (2015/16).

ISSUES

Boat ramp length

The length of the new recreational boat ramp has become a key issue between the various development scenarios. The current preferred development option (MHWS)

¹ The amount shown is in 2015/16 financial year and due to the proposed development being staged over a number of years the total cost is likely to be greater due to escalation in future years.

identifies the length of the boat ramp to reach suitable water depth to be used as an all-tide ramp as approximately 45m. In comparison the LAT development options outline the length of the ramp as between 30-38m.

The Department of Transport and Main Roads (TMR) were requested to provide a design and cost estimate for a boat ramp that could accommodate a staged development (Attachment 2). The following table compares approximate boat ramp lengths for each development scenario proposed at the subject site.

Option	Description	Approximate length (metres)
1	Staged development: TMR conceptual boat ramp design. <i>Attachment 2 – TMR design</i>	73.67m (38.67m allocated for rigging/de-rigging zones and vehicle platform to access boat ramp and 36m boat ramp length).
2	LAT Concept Plan & Community Concept Plan	~30m
3	MHWS (boat ramp located on eastern of side allotment)	45m

Community Plan footprint

The development footprint of the plan incorporates the entire foreshore area to the Lowest Astronomical Tide (LAT) to (a) provide greater parking facilities for the adjacent ferry terminal and (b) as a permanent management method for addressing the presence of asbestos in the foreshore area.

At present the combined facility for ferry terminal passengers and recreational boaters has limited parking availability and commuters are required to park at a greater distance and walk to the ferry terminal. Also, the shared all-tide boat ramp between recreational boaters and commercial operators (barges) is considered a safety risk and it is ideal to separate the users. The Community plan presents the option to provide a new recreational boat ramp and associated facilities in addition to increased parking and improved accessibility for residents utilising the ferry terminal (water transport service).

A number of asbestos management plans have been undertaken over the subject site and a majority of these plans have identified the presence of asbestos in the foreshore area but also noted the low risk it presents due to the wet environment of the foreshore. Based on these aspects, previous recommendations were that entombing the asbestos above the MHWS line was an adequate management action, in comparison to entombing the subject site and foreshore area. Asbestos management is discussed further in Risk Management section of this report.

STRATEGIC IMPLICATIONS

Legislative Requirements

If Council resolves to progress with a staging development of the community plan, than a new development application will be needed to acquire the necessary development permits. This will require withdrawing the current development application and preparing a new development application for the first stage because

it is considered to be significantly different from the existing development application being assessed, in particular the design and location of the boat ramp. In future years when Council proceeds with the final stage of the development, another development application would be required for the realignment of the sea wall, reclamation of the foreshore through capping and final construction of the associated facilities (car parking, pedestrian, landscaping, stormwater management, etc.).

Council has also sought comment from State Government agencies that would also assess components of any development application, as per legislative requirements.

State Assessment Referral Agency (SARA)

As of 1 July 2013, the Queensland Government launched the State Assessment and Referral Agency (SARA). In accordance with the Sustainable Planning Act 2009 (SPA), SARA will be a referral agency if Council progresses with a development of the community plan.

In conjunction with the establishment of SARA, the State Development Assessment Provisions (SDAP) has been established, the current version being 1.1, 22 November 2013. The SDAP set out the matters of interest for development assessment, where DSDIP is responsible for assessing or deciding development applications.

Due to the conceptual form of the community plan, SARA was able to provide preliminary advice on the legislative triggers where SARA would be responsible for assessing on any future development applications.

Department of Agriculture, Fisheries and Forestry (Fisheries Queensland)

Fisheries Queensland advised that a car park over tidal land is generally not supported as it does not have an overriding functional requirement to be located on tidal land. However, Fisheries Queensland has acknowledged that if management of the presence of asbestos within this area requires capping of tidal land, then they would not object to the reclamation of the tidal area or subsequently the capped area being used for a car park.

Reclamation of tidal land will result in the permanent and irreversible loss of fish habitats and fisheries productivity from the site. Should the management of asbestos require the capping of tidal land, Fisheries Queensland does not object to the capped area being used for a car park.

Furthermore it was advised that if construction involves the removal of marine habitat than Council will need to provide an offset in accordance with the *Marine fish habitat offset policy* FHMOP005.2 and the *Queensland Government environmental offset policy*, 2008 (Performance Outcome 25 of the SDAP module 5.3).

Risk Management

As it has been identified earlier in this report, it is suggested that the community plan has originated from two key aspects, (1) a need for increased parking availability within the foreshore area, and (2) managing the presence of asbestos in the foreshore area. It is important to note that the majority of asbestos management

plans (completed on the site)² have not recommended filling the foreshore area to the Lowest Astronomical Tide (LAT), due to the low risk associated with the presence of asbestos in this area.

If Council resolves to pursue the community plan, it is likely that a new Environmental Site Assessment and Asbestos Management Plan would need to be completed by a contractor, to ensure independent recommendations. Furthermore, as per Fisheries Queensland preliminary advice, the recommendations of any new report would need to justify beyond any reasonable doubt that capping the foreshore area to LAT is for the purpose of mitigating the risk posed by the presence of asbestos.

Financial

Planning and Design Costs

Additional planning and design costs will apply if Council resolves to pursue the staging of the community plan. These costs would include planning reports, background studies (such as an asbestos management plan, hydro-graphic survey, environmental offsets (marine habitat) report, etc.) and detailed design for engineering certified plans.

Deed of Agreement

A Deed of Agreement (DOA) has been formalised between Redland City Council and TMR, to the estimated value of \$802,500 (first instalment of \$222,500 and a second instalment of \$290,000 and a third instalment balance of actual expenditure) for construction of a new 2-lane boat ramp and the nominated project completion date of 30 June 2016.

The sum of the DOA is based on the design and construction of a new boat ramp at its current location, towards the eastern property boundary (as per concept plans) along MHWS at the subject site.

If the alternative boat ramp design and location (along western portion of the site) is pursued, then Council will be required to re-negotiate the Deed of Agreement and it is no certainty that additional funding is available and re-negotiation of the existing Deed of Agreement is a viable option.

Staging costs

The below table provides a preliminary summary of the likely construction costs to stage the development of a boat ramp and parking facilities to LAT. It is important to note that the costs provided below are an indication based on the concept plans that have been completed to date.

Actual construction costs will be resolved once detailed design has been completed on a preferred development option.

² Simtars March 2007 Asbestos Management Plan recommended filling to LAT. NB: Subsequent reports by Simtars (Feb 2009, March 2009 and Jan 2011) and Parson Brinckerhoff Pty Ltd (Sep 2011) did not make this recommendation, recommended filling to MHWS.

Stage	Description	Cost (\$ millions)		
		(2015/16)	(2020/21)	(2024/25)
Stage 1	Initial construction of facility (sea wall along MHWS, capping of land, car park facilities, shared pathway and other components)	5.1		
	Floating pontoon	2.2		
	Boat Ramp*	1.5		
Stage 2	Expansion to LAT (sea wall realignment, reclamation of foreshore and car park)	4.2	7.3	14.8
Total		\$13M	\$7.3M	\$14.8M
* Assumes TMR fund 100% of the boat ramp estimated at \$1.5M.				

Alternative Funding and Grants

Marine Infrastructure Capital and Maintenance Program

TMR's Marine Safety Queensland (MSQ) work with local governments to identify priority projects throughout Queensland, via the Marine Infrastructure Capital and Maintenance Program. The Marine Infrastructure Capital and Maintenance Program provide funds for:

- Public recreational boating facilities for launching and retrieving vessels;
- Maintaining depths in channels to ensure access to high-use recreational boating facilities;
- New and upgraded pontoons at boat ramps, where there are sufficiently sheltered conditions
- Pontoons and jetties for deeper-draught vessels for pick and set down of passengers

The need for potential new or upgraded facilities are assessed and identified through an annual bid proposal process. MSQ use a demand forecasting study to ensure that local government bids are appropriate and they satisfy applicable criteria. To qualify for funding, the local government proposal needs to demonstrate the proposed facility meets the forecasted demand. It is noted that the current funding agreement between TMR and Council (Deed of Agreement) satisfies the funding criteria.

Council officers have investigated the potential for alternative funding/grants to be obtained to assist in the delivery of the plan and at this point in time there are no likely sources for additional grant or funding packages.

People

The community plan has been submitted to Council by residents on Macleay Island as their preferred development option for a new recreational boat ramp and associated parking facilities. Pursuing a staged development will require Council officers to prepare a new development application and detailed design in order to acquire the permits for construction.

Environmental

The proposal has a greater environmental impact due to the significant increase in the development footprint. The development footprint will trigger an increased environmental offset to compensate for the loss of marine habitat.

Social

The Community Concept LAT plan represents an 'ultimate development' scenario at Macleay Island, by utilising the entire site and foreshore area. Without future acquisitions of private free hold land, west of the site, expansion of the development is unable to occur.

Alignment with Council's Policy and Plans

Corporate Plan

5. Wise Planning and Design

5.6 Manage the built environment in a way that creates accessible and user friendly spaces and maintains our local character and identity, ensuring all new developments use high quality design that reflects our sub-tropical climate, promotes health, community harmony and wellbeing.

CONSULTATION

The following departments were consulted and provided information that formed this report:

- State Assessment Referral Agency (SARA), including Department of Environment and Heritage Protection (DEHP)
- Fisheries Queensland (Department of Agriculture, Fisheries and Forestry, DAFF)
- Project Delivery Group (PDG)

OPTIONS

1. That Council proceed with the MHWS development option by completing detailed design and acquire all necessary development approvals to undertake construction; or
2. That the Mayor and Divisional Councillor make representations to State and Federal Government for additional funding for the delivery of a staged development to the 'Lowest Astronomical Tide' (LAT) based upon the Community Concept LAT Plan and that a new development application is prepared and submitted for the staged development based on the Community Concept LAT Plan where a funding commitment has been secured prior to 30 September 2014.

**OFFICER'S RECOMMENDATION/
COUNCIL RESOLUTION**

Moved by: Cr M Elliott
Seconded by: Cr M Edwards

That Council resolves to proceed with the 'Mean High Water Springs' (MHWS) development option by completing detailed design and acquire all necessary development approvals to undertake construction.

CARRIED 5/4

Crs Boglary, Ogilvie, Hewlett and Bishop voted against the motion.

Crs Talty and Hardman were absent from the meeting.

11.4.2 CAPITAL WORKS PRIORITISATION POLICY – POL-3131**Dataworks Filename:** RTT: Planning - Capital Works Program**Attachment:** [Capital Works Prioritisation Policy POL-3131](#)**Authorising Officer:****Gary Soutar**
General Manager Infrastructure and Operations**Responsible Officer:****Murray Erbs**
Group Manager City Infrastructure**Author:****Sarah Sutton**
Stormwater Asset Engineer

PURPOSE

The purpose of this report is to seek Council's endorsement for an initiative to more efficiently and effectively manage Capital Works programming and budgeting processes by formalising a method of prioritisation and supporting it with a procedure and development tools.

BACKGROUND

Capital Works expenditure has a significant financial impact on the corporate budget and emphasis is increasingly being placed on accurately, and more importantly, justifiably prioritisation these works. The community places great importance and scrutiny on the type and location of works that is undertaken. In response to concerns about the methods and processes the organisation, in the past, has used to prioritise and justify capital works, it has been requested that this process be formalised.

To facilitate the preparation of a policy statement a workshop was held on Wednesday the 9th of April to seek endorsement of the following principles;

1. To maintain existing infrastructure
 - a. Renewal before Upgrade or New work
 2. Asset and Service Management Plans linked to Long Term Financial
 3. Ensure sufficient Working Capital
 4. Safety and Legislative requirements have priority in considering Upgrade and New works
 5. Consideration for unforeseen emergency works
 6. Renewal to be evaluated for viability and fit to approved 'Levels of Service'
 7. Prioritised against the principles of the Quadruple Bottom Line (QBL)
 8. Fully funded with identified revenue sources
 9. Able to be physically delivered
-

These principles have now been formatted into a draft policy document for Council to consider formal adoption.

ISSUES

Council needs to be aware of the following obstacles left to mitigate once the Policy has been implemented:

- Developing an effective and efficient tool that is applicable across all business groups
- Implementing change and gaining acceptance of the process
- Initial time/administrative burden upon implementation

STRATEGIC IMPLICATIONS

Legislative Requirements

There are no legislative requirements.

Risk Management

There is no risk to be mitigated. The implementation of the Policy will ensure a solid justification when scrutinised over allocation of funding for Capital Works.

Financial

Council will gain financial benefits from the introduction of the Policy through a prioritisation of Capital Works budgets centred on programmed renewals that will lead to;

- Maintenance cost reduction
- Operational cost reduction
- Revenue generating
- Improved budget forecasting

People

This proposal will require individuals within the organisation to take ownership of the process and will impose further workload to their current requirements. However these are seen as manageable within the productivity of existing resources.

Environmental

This proposal does not have any environmental implications. It is intended to ensure that Capital Works involving direct improvements to the environments are assessed and prioritised against the benefits of other forms of Capital Works.

Social

This proposal does not have any adverse social consequences. The proposed Policy is intended to facilitate improved use of funding resources and maintain agreed levels of service more effectively for the community.

Alignment with Council's Policy and Plans

This proposal is in line with the following outcomes of the Corporate Plan

- 5.12 Plan, provide and advocate for essential physical and social infrastructure that supports community well-being and manage Council's existing infrastructure assets to ensure current service standards are maintained or improved
- 8.7 Ensure Council resource allocation is sustainable and delivers on Council and community priorities
- 8.5 Be transparent and consistent in the way we manage the organisation, its risks and obligations and ensure we are delivering against our priorities

CONSULTATION

In preparation of this proposal the following officers have been consulted: Group Manager City Infrastructure; Senior Adviser of Project Planning; Principal Engineer City Infrastructure; Senior Financial Manager.

OPTIONS

That Council resolve to adopt the Capital Works Prioritisation Policy (POL-3131) as Council's Policy with the purpose of providing direction to the preparation of future Capital Works Programs.

OFFICER'S RECOMMENDATION/ COUNCIL RESOLUTION

Moved by: Cr M Elliott
Seconded by: Cr M Edwards

That Council resolves to adopt the Capital Works Prioritisation Policy (POL-3131) as Council's Policy with the purpose of providing direction to the preparation of future Capital Works Programs.

CARRIED 9/0

Crs Talty and Hardman were absent from the meeting.

11.5 PORTFOLIO 9 (CR PAUL GLEESON)**ENVIRONMENT, WATERWAYS AND FORESHORES****11.5.1 HEALTHY WATERWAYS AMENDED NETWORK RULES AND REVISED CONSTITUTION**

Datworks Filename: EM Programs – Healthy Waterways

Attachments: [Attachment 1 Briefing Memo for members HWL Constitution and Network Rule Amendments](#)

[Attachment 2 HW Amended Network Rules Draft Circulation Clean 30012014](#)

[Attachment 3 HWL Revised Constitution Draft Circulation Clean 30012014](#)

Authorising Officer:



Louise Rusan
General Manager Community & Customer Services

Responsible Officer: **Gary Photinos**
Group Manager Environment & Regulation

Author: **Helena Malawkin**
Senior Advisor, Environment

PURPOSE

This report informs Council of changes to Healthy Waterways Ltd Constitution and Network Rules. Although this means that Redland City Council status will change from investing member to company member of Healthy Waterways Ltd Company, in essence it just maintains a status quo position.

It is recommended that Council resolve to adopt the Healthy Waterways Ltd Constitution and Network Rules amendments and become a Class A company member.

BACKGROUND

Redland City Council is an investing member of Healthy Waterways since 1994. Redlands was one of six foundation Councils involved in background and pilot studies for an estuarine and bay monitoring program designed to establish and monitor the impact of point source pollution on receiving estuarine and marine environments. This led to significant upgrades of many sewage treatment plants discharging to Moreton Bay.

The research and development work continued and in 2002, Healthy Waterways expanded into an integrated freshwater, estuarine and marine monitoring program

and the focus shifted to understand catchment and diffuse sources of pollution entering our waterways – mainly sediments and nutrients.

Today, Healthy Waterways is a leader in science and innovation and enables collaboration among universities, government, industry and community to leverage funds for science, modelling, education and capacity building that no one member could achieve on its own. As a continuing founding member, Council is now realising significant benefits from our contributions through delivery of R&D into products that monitor, plan and implement waterway health actions via collaboration. Council gains access to member networks, world class science, advice and support, best practice guidelines and resources, education, and regional marketing, communication, branding and promotion opportunities.

Healthy Waterways Limited (HWL) commenced processes to become a company in 2013 and invited investing members to become a company member for a minimal cost of \$10. Under proposed changes to the Healthy Waterways Network Rules, becoming a company member was deemed to be very low risk to members. Only five members were required to enable HWL to lodge an application for Deductible Gift Recipient (DGR) status that allows HWL to operate a Public Fund for receiving donations. Redland City Council did not opt to become a member at that time.

Healthy Waterways has formalised the process of transitioning to a Company with DGR status, with a revised Constitution and amended Network Rules. Healthy Waterways now requests that each member approves the amendments within organisations and to become a member of the Healthy Waterways Ltd Company (Attachment 1, briefing memo from CEO of Healthy Waterways).

ISSUES

Object of the Company: The Company is established to be a not for profit charitable institution whose objects are:

- a) *To contribute to improvements in the ecosystem health of Moreton Bay and South East Queensland's other coastal, estuarine and freshwater waterways in support of SEQ Healthy Waterways Vision through delivery of:*
 - i *Independent and rigorous science including coordination of relevant scientific activities;*
 - ii *Relevant aquatic ecosystem monitoring, including ambient ecosystem health and other monitoring;*
 - iii *Activities related to effective and broad-reaching communication, education, capacity building and motivation; and*
 - iv *Evaluation and reporting of relevant matters, including the results of aquatic ecosystem health monitoring and the effectiveness of programs intended to secure changes in attitudes, knowledge and behaviour;*

- b) *To leverage knowledge developed and research undertaken by the Company and/or the HWP Network to develop training and education resources, including models, that may be used and applied nationally and internationally:*
 - i *To enhance regional collaboration in improving ecosystem health of coastal, estuarine and freshwater waterways;*
 - ii *To support decision making, inform policy development and inspire collective action for effective catchment management; and*

- iii To manage and co-ordinate the establishment of other waterways network bodies;*
- c) To facilitate the establishment of the HWP Network;*
- d) to g) as per attached documents.*

The Healthy Waterways Partnership (HWP) Network consists of representatives from Investing Member organisations (future Company Members) that advise the Board on the strategic direction and activities for the organisation. The HWP Network members work together under the terms of the Healthy Waterways Network Rules (Attachment 2).

Company membership: Council is deemed to be a Class A member, according to clause 6A.5 of the Constitution (Attachment 3). *Members of the Company who joined as members before 1 March 2014 are deemed to be Class A members, subject to payment of the relevant Membership Fee.* Class A members will be entitled to vote at meetings of the Company and be entitled to the other rights attaching to Class A membership set out in the Network Rules.

Alternatively, Class B membership must accompany membership with the relevant Membership Fee and agree to comply with the Network Rules and is entitled to receive notices of company meetings but will not be entitled to vote at meetings of the Company and will be entitled to the other rights attached to Class B membership set out in the Network Rules.

Membership Fees: As a founding investor member, and pending Class A member, the combined Redland City Council and Redland Water membership fee for 2014/15 financial year is \$127,000. Class A membership grants a non-exclusive, royalty-free, worldwide, non-transferable licence to the Healthy Waterways Trade Marks, Intellectual Property, Data, Reports and Deliverables from Healthy Waterways Projects.

Alternatively, Class B membership fee is \$5,000 for 2014/15 financial year and this is under review. Class B membership does not grant access to Healthy Waterways Trade Marks, Intellectual Property, Data, Reports and Deliverables from Healthy Waterways Projects. To outsource this work individually, for example the data, reports and deliverables that Redland Water use to support legislative receiving water reporting requirements would cost significantly more than the annual Class A membership fee.

The liabilities and risks of becoming a company member are explained in the Constitution (Attachment 3). A company member may withdraw their membership at any time.

STRATEGIC IMPLICATIONS

The strategic benefits are that Council publicly takes a position in support of HWL Company and the Healthy Waterways Partnership Network. Council also stands to gain greater leveraging potential for investment in waterway recovery in Redlands.

Legislative Requirements

The constitution of the Company complies with the Corporations Act and Local Government Act regarding governance arrangements.

Risk Management

Consultation with legal has deemed Redland City Council becoming a Company member of Healthy Waterways Ltd Limited Company as low risk.

Financial

In the event the company is to be wound up, clause 57 limits the liability of a member to a maximum of \$10. This is intended to limit Council's financial obligations in the event of certain situations where the company may get into debt it can't pay. If there are surplus assets they will be transferred to another company with similar objectives. So if Council provides assets to the company it shouldn't expect to get them back in the event of the company winding up.

Council will continue to be charged an annual membership fee. This is paid out of budget code 70739 with internal transfer from Redland Water.

People

Staff currently liaising with and participating in Healthy Waterways Committees and Working Groups should not be impacted by the change to a Company.

Environmental

The environmental objectives (to improve the ecosystem health of Moreton Bay and South East Queensland's other coastal, estuarine and freshwater waterways), is not impacted by the change to a Company and will likely improve given the Deductible Gift Recipient status enables a diversity of revenue for projects.

Social

There are no local social and community impacts by the change of Healthy Waterways to a Company.

Alignment with Council's Policy and Plans

The object of the Company and Council's membership aligns strongly with Council's Community and Corporate Plans' goals for a Healthy Natural Environment and strategies to address the decline in the health of Redlands waterways and improve water quality, aquatic populations and their biodiversity.

CONSULTATION

Legal Services were consulted and requested to provide legal advice on the Constitution and Network Rules. Their advice has been incorporated into this report with the conclusions that Council becoming a company member is low risk.

OPTIONS

1. That Council resolves to adopt the Healthy Waterways Limited Company Constitution and Network Rules amendments and become a Class A Company member.
2. If Council does not resolve to become a Class A company member of Healthy Waterways Ltd Limited Company with entitlements to vote at company meetings and to stand as Director, the alternative option is to be a Class B member which is not recommended because Class B membership has no voting, limited

entitlements and would cause a financial burden for Council should it attempt to replicate the work of Healthy Waterways by outsourcing it individually.

**OFFICER'S RECOMMENDATION/
COUNCIL RESOLUTION**

Moved by: Cr P Gleeson

Seconded by: Cr A Beard

That Council resolves to adopt the Healthy Waterways Limited Company Constitution and Network Rules amendments and become a Class A Company member.

CARRIED 8/1

Cr Bishop voted against the motion.

Crs Talty and Hardman were absent from the meeting.

12 MAYORAL MINUTE

Nil

13 NOTICES OF MOTION TO REPEAL OR AMEND RESOLUTIONS

Nil

14 NOTICES OF MOTION

Nil

15 URGENT BUSINESS WITHOUT NOTICE

Nil.

16 CLOSED SESSION**16.1 INFRASTRUCTURE & OPERATIONS****16.1.1 CLEVELAND AQUATIC CENTRE LEASE****Datworks Filename: R&C Contracting****Authorising Officer:****Gary Soutar
General Manager Infrastructure & Operations****Responsible Officer:****Lex Smith
Group Manager City Spaces****Author:****Tim Goward
Senior Sport & Recreation Officer**

EXECUTIVE SUMMARY

A confidential report from Manager Infrastructure & Operations was presented to Council for consideration.

COUNCIL RESOLUTION**Moved by: Cr P Bishop
Seconded by: Cr P Gleeson****That this item be deferred.****CARRIED 9/0**

Crs Talty and Hardman were absent from the meeting.

16.1.2 DISPOSAL OF LAND, MT COTTON**Dataworks Filename:** 133694, 133817**Authorising/Responsible Officer:**
Gary Soutar
General Manager Infrastructure and
Operations**Author:****Gary Soutar**
General Manager Infrastructure and
Operations

EXECUTIVE SUMMARY

A confidential report from Manager Infrastructure & Operations was presented to Council for consideration.

COUNCIL RESOLUTION**Moved by:** Cr M Elliott
Seconded by: Cr M Edwards**That Council resolves as follows:**

- 1. To agree to dispose of land as described in the confidential report;**
- 2. To delegate authority to the Chief Executive Officer under section 257(1)(b) of the *Local Government Act 2009* to negotiate, make, vary and discharge all documents relating to the above disposal; and**
- 3. That the report and attachment remain confidential.**

CARRIED 9/0

Crs Talty and Hardman were absent from the meeting.

17 MEETING CLOSURE

There being no further business, the Mayor declared the meeting closed at 10.53am.

Signature of Chairperson: _____

Confirmation date: _____



Redland
CITY COUNCIL

April
2014

*Monthly Financial
Performance Report*

CONTENTS

1. HIGHLIGHTS AND RATIOS	3
2. SUMMARY OPERATING STATEMENT.....	5
3. SUMMARY CAPITAL EXPENDITURE AND FUNDING	7
4. SUMMARY STATEMENT OF FINANCIAL POSITION	8
5. SUMMARY STATEMENT OF CASH FLOWS.....	9
6. INVESTMENTS AND BORROWINGS REPORT	10
7. CASH RESERVES	11
8. OVERDUE RATES DEBTORS.....	12
9. STATEMENT OF COMPREHENSIVE INCOME	14
10. OPERATING STATEMENT	15
11. CAPITAL FUNDING STATEMENT.....	16
12. STATEMENT OF FINANCIAL POSITION.....	17
13. STATEMENT OF CASH FLOWS	18
14. GLOSSARY.....	19

1. HIGHLIGHTS AND RATIOS

KEY FINANCIAL INFORMATION

Financial Stability Ratios	Target	Revised Budget 2013/14	Apr-14
Level of Dependence on General Rate Revenue (%)	Target less than 37.5%	32.90%	36.71%
Ability to Pay Our Bills - Current Ratio	Target between 1.1 and 4.1	3.63	3.55
Ability to Repay Our Debt - Debt Servicing Ratio (%)	Target less than or equal to 10%	3.50%	3.28%
Cash Balance \$M		\$75.019	\$89.155M
Cash Balances - Cash Capacity in Months	Target 3 to 4 months	4.90	5.98
Longer Term Financial Stability - Debt to Asset Ratio (%)	Target less than or equal to 10%	3.29%	2.80%
Operating Performance (%)	Target greater than or equal to 20%	17.5%	17.45%
Financial Sustainability Ratios	Target	Revised Budget 2013/14	Apr-14
Operating Surplus Ratio (%)	Target between 0% and 10% (on average over the long-term)	-0.92%	8.32%
Net Financial Liabilities (%)	Target less than 60% (on average over the long-term)	16.93%	-1.17%
Interest Cover Ratio (%)	Target between 0% and 5%	-0.08%	0.04%
Asset Sustainability Ratio (%)	Target greater then 90% (on average over the long-term)	87.70%	44.19%
Asset Consumption Ratio (%)	Target between 40% and 80%	65.70%	65.38%

The Q3 budget review is currently underway and the revised budget is expected to be adopted in June 2014.

KEY FINANCIAL INFORMATION

Operating Income and Expenditure	Annual Revised Budget	YTD Revised Budget	YTD Actual
	\$000	\$000	\$000
Operating Revenue	227,633	201,024	202,047
Operating Expenses	177,379	143,916	140,867
EBITD	50,253	57,108	61,180
Operating Surplus/(Deficit)	(2,092)	13,373	16,802

Capex YTD	\$000
Actuals YTD	38,296
Original Budget YTD	45,701
Revised Budget YTD	45,730
YTD Movements	
Actuals V Original Budget	-7,405 -16.20%
Actuals V Revised Budget	-7,434 -16.26%

KEY NON-FINANCIAL INFORMATION

Total Council Full Time Equivalents	Jul-2013	Aug-2013	Sep-2013	Oct-2013	Nov-2013	Dec-2013	Jan-2014	Feb-2014	Mar-2014	Apr-14
Elected Members	11	11	11	11	11	11	11	11	11	11
Administration and indoor staff (LG Officers' Award)	691	685	680	675	676	691	687	682	684	698
Outdoor staff (State Awards)	187	187	187	193	195	201	205	203	201	200
Total	889	883	878	879	882	903	903	896	896	909

Workforce reporting - April 2014: Headcount - Agency	Employee Type							Grand Total
	Casual	Contract of Service	Perm Full	Perm Part	Temp Full	Temp Part		
Office of CEO	4	4	79	10	16	1	114	
Organisational Services	5	6	104	6	11	1	133	
Community and Customer Service	35	5	254	49	21	4	368	
Infrastructure and Operations	11	6	320	8	23	2	370	
Total	55	21	757	73	71	8	985	

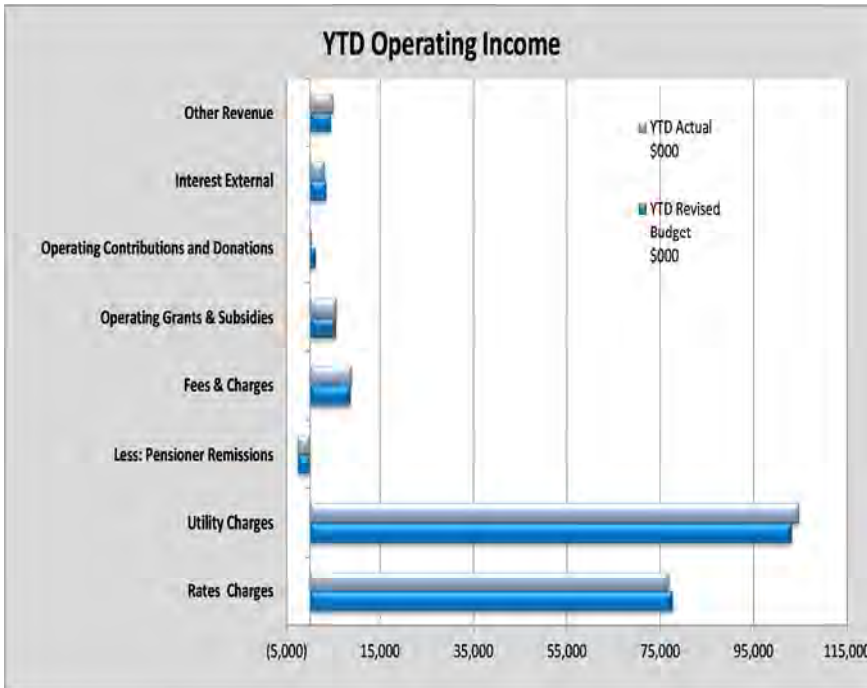
Note: table 1 calculates the Full Time Equivalent Employees which includes all full time employees at a value of 1 and all other employees, at a value less than 1. Table 2 is purely a headcount by department and does not include a workload weighting as in table 1 above.

2. SUMMARY OPERATING STATEMENT

SUMMARY OPERATING STATEMENT

For the period ending 30 April 2014

	Annual	Annual	YTD	YTD	YTD
	Original	Revised	Revised	Actual	Variance
	Budget	Budget	Budget	\$000	\$000
	\$000	\$000	\$000		
Operating Revenue	221,718	227,633	201,024	202,047	1,023
Operating Expenses	170,809	177,379	143,916	140,867	(3,049)
Earnings Before Interest, Tax and Depreciation (EBITD)	50,909	50,253	57,108	61,180	4,072
Interest Expense	3,798	3,848	3,215	3,214	(1)
Depreciation	46,794	48,498	40,520	41,164	644
Operating Surplus/(Deficit)	317	(2,092)	13,373	16,802	3,429



Earnings Before Interest, Tax and Depreciation (EBITD)

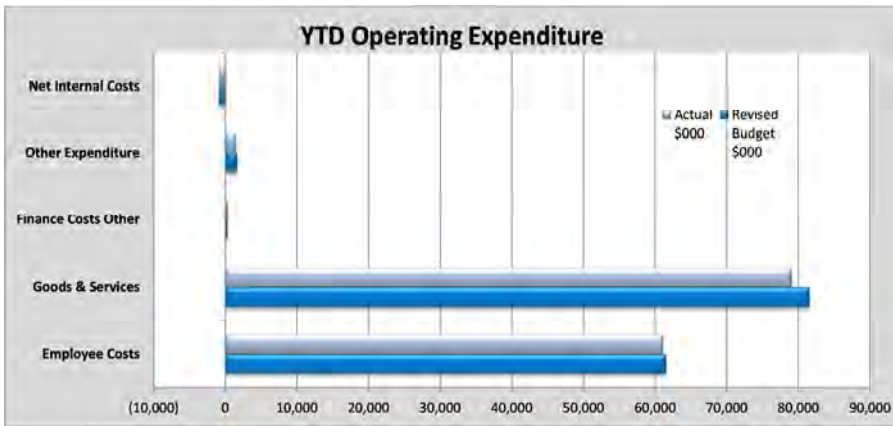
Council's year to date EBITD is \$61.18M with a \$4.07M (7.13%) favourable variance to revised budget. This is as a result of operating revenue higher than budget by \$1.02M and operating expenses lower than budget by \$3.05M.

Operating Revenue

The excess of \$1.02M is largely due to Utility Charges exceeding budget by \$1.66M offset by rates variance of -\$789k both of which will align with budget by June. The Q4 General Rates Run occurred in April 2014.

Utility Charges Breakup For the period ending 30 April 2014

	Annual	Annual	YTD	YTD	YTD
	Original	Revised	Revised	Actual	Variance
	Budget	Budget	Budget	\$000	\$000
	\$000	\$000	\$000		
Utility Charges					
Refuse Charges	18,453	18,453	15,372	15,734	362
Special Charges	3,166	3,166	3,110	3,222	112
Environment Levy	4,273	4,273	4,273	4,300	27
Landfill Remediation Charge	3,839	3,839	3,199	3,454	255
Wastewater Charges	37,466	37,466	31,222	32,592	1,370
Water Access Charges	17,474	17,509	14,597	14,763	166
Water Consumption Charges	34,517	36,886	31,295	30,666	(629)
Total Utility Charges Revenue	119,189	121,592	103,068	104,731	1,663

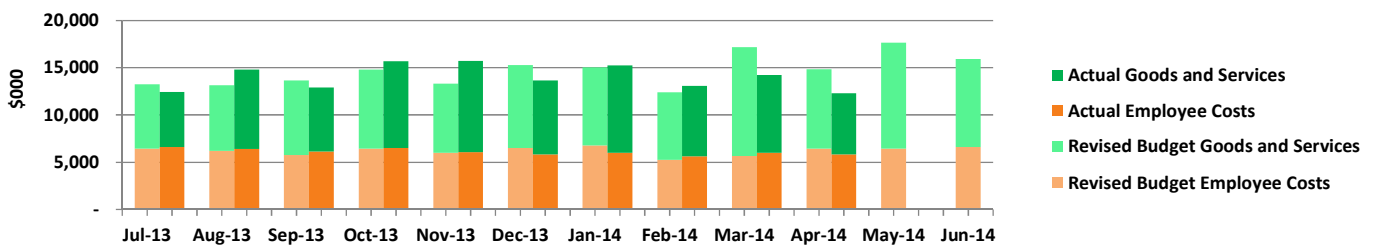


Operating Expenditure

Operating expenditure is under budget by \$3.04M. This 2.12% favourable variance mainly consists of goods and services under budget by \$2.48M and employee costs under budget by \$444K.

Total future commitments (where budget is approved) at the end of April 2014 was \$3.08M.

Monthly Operating Expenditure Analysis



REDLAND WATER SUMMARY OPERATING STATEMENT For the Period Ending 30 April 2014

	Annual Original Budget \$000	Annual Revised Budget \$000	YTD Revised Budget \$000	YTD Actual \$000	YTD Variance \$000
Total Revenue	91,235	94,319	79,107	80,247	1,140
Total Expenses	42,425	44,879	37,786	38,315	529
Earnings before Interest, Tax and Depreciation (EBITD)	48,810	49,440	41,322	41,932	610
Interest Expense External	0	0	0	0	0
Interest Internal	21,681	21,681	18,068	18,068	0
Depreciation	16,895	16,344	13,620	13,746	126
Operating Surplus/(Deficit)	10,234	11,415	9,634	10,118	484

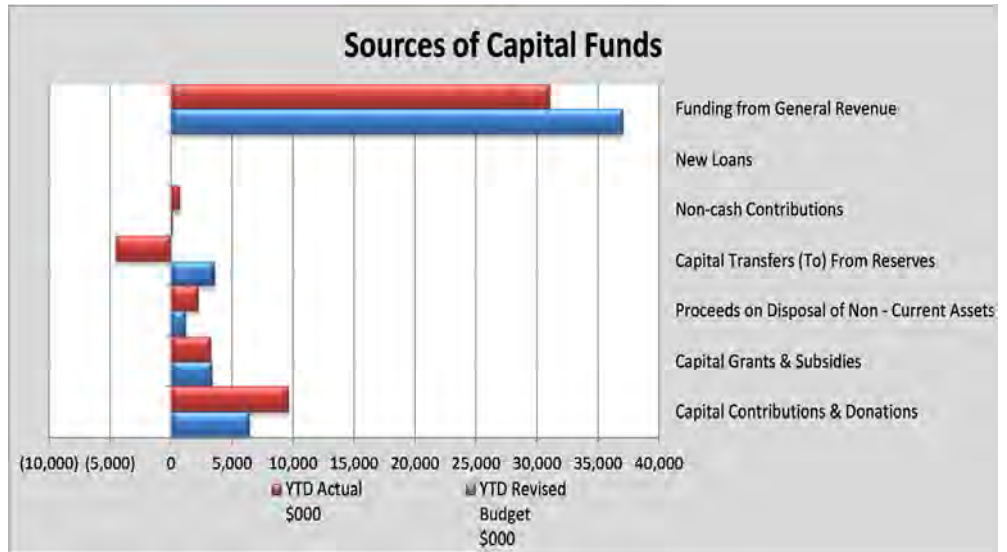
REDWASTE OPERATING STATEMENT For the Period Ending 30 April 2014

	Annual Original Budget \$000	Annual Revised Budget \$000	YTD Revised Budget \$000	YTD Actual \$000	YTD Variance \$000
Total Revenue	21,707	19,796	16,566	16,966	400
Total Expenses	16,719	16,649	13,927	13,731	(196)
Earnings before Interest, Tax and Depreciation (EBITD)	4,988	3,148	2,639	3,235	596
Interest Expense External	29	29	24	39	15
Interest Internal	342	342	285	285	0
Depreciation	530	521	434	442	8
Operating Surplus/(Deficit)	4,087	2,256	1,896	2,469	573

3. SUMMARY CAPITAL EXPENDITURE AND FUNDING

Sources of Capital Funding

Year to date transfers to reserves show a significant variance mainly due to the transfer of the additional developer cash contributions received, as well as capital grants & subsidies received, to reserves in order to ring-fence those funds.

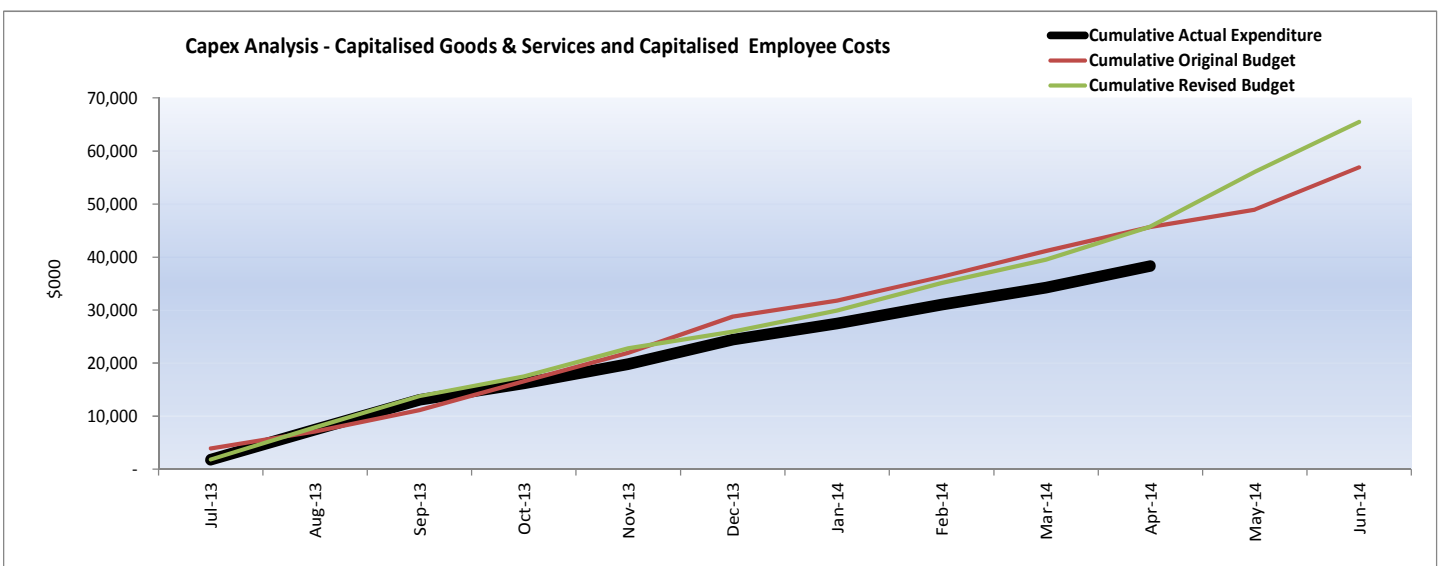
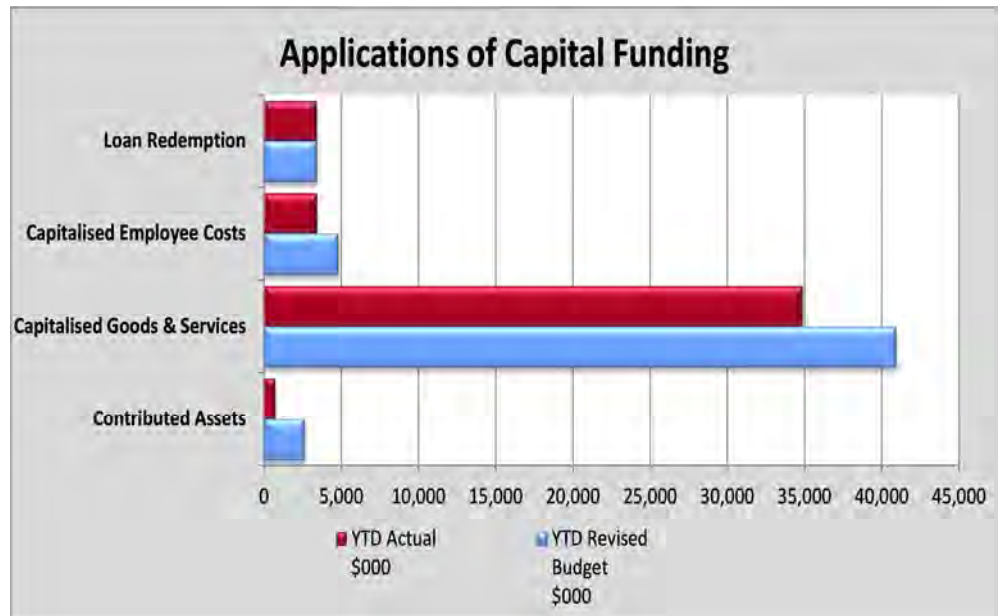


Applications of Capital Funds

Total capital expenditure is underspent by \$9.36M mainly due to the timing of capital acquisitions and delays in the capital programs.

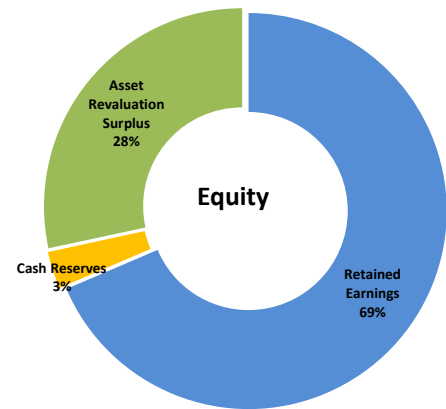
The budget for Contributed Assets is based purely on estimates and the actual outcome is outside of Council's control. This variance will continue to be monitored on a monthly basis.

Total commitments at the end of April 2014 (where budget is approved) was \$2.69M.



4. SUMMARY STATEMENT OF FINANCIAL POSITION

SUMMARY STATEMENT OF FINANCIAL POSITION			
As at 30 April 2014			
	Annual Original Budget \$000	Annual Revised Budget \$000	YTD Actual Balance \$000
Total Current Assets	97,027	98,642	145,091
Total Non-Current Assets	1,820,687	2,012,811	1,988,246
TOTAL ASSETS	1,917,714	2,111,452	2,133,337
Total Current Liabilities	38,608	27,180	40,922
Total Non-Current Liabilities	104,623	110,012	101,805
TOTAL LIABILITIES	143,231	137,191	142,727
NET ASSETS	1,774,483	1,974,261	1,990,610
COMMUNITY EQUITY			
Retained Earnings	1,728,791	1,927,985	1,930,209
Cash Reserves	45,692	46,276	60,401
TOTAL COMMUNITY EQUITY	1,774,483	1,974,261	1,990,610

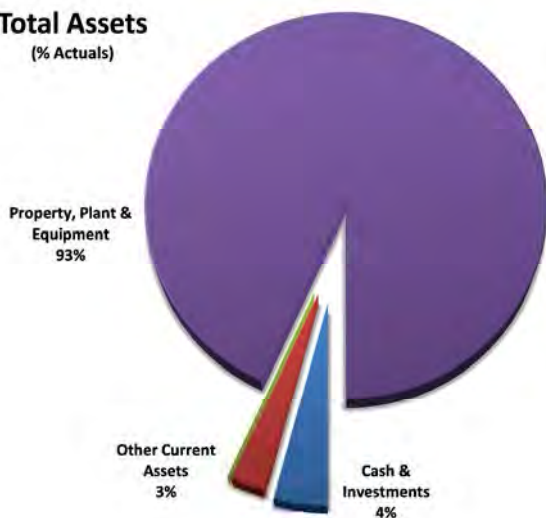


EQUITY	YTD Actual Balance \$000
Retained Earnings	1,364,722
Cash Reserves	60,401
Asset Revaluation Surplus	565,487
TOTAL EQUITY	1,990,610

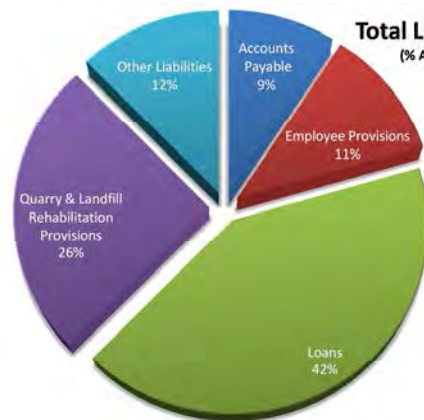
TOTAL ASSETS	YTD Actual Balance \$000
Cash & Investments	89,155
Other Current Assets	55,936
Financial Assets	73
Property, Plant & Equipment	1,988,173
TOTAL ASSETS	2,133,337

TOTAL LIABILITIES	YTD Actual Balance \$000
Accounts Payable	13,087
Employee Provisions	16,210
Loans	59,688
Quarry & Landfill Rehabilitation Provisions	36,296
Other Liabilities	17,446
TOTAL LIABILITIES	142,727

Total Assets
(% Actuals)



Total Liabilities
(% Actuals)



5. SUMMARY STATEMENT OF CASH FLOWS

SUMMARY CASH FLOW STATEMENT For the period ending 30 April 2014

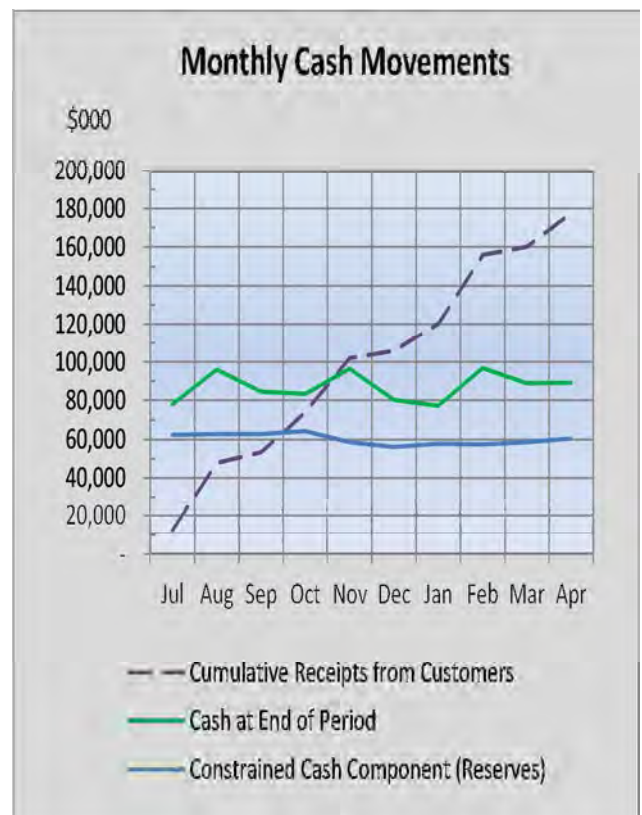
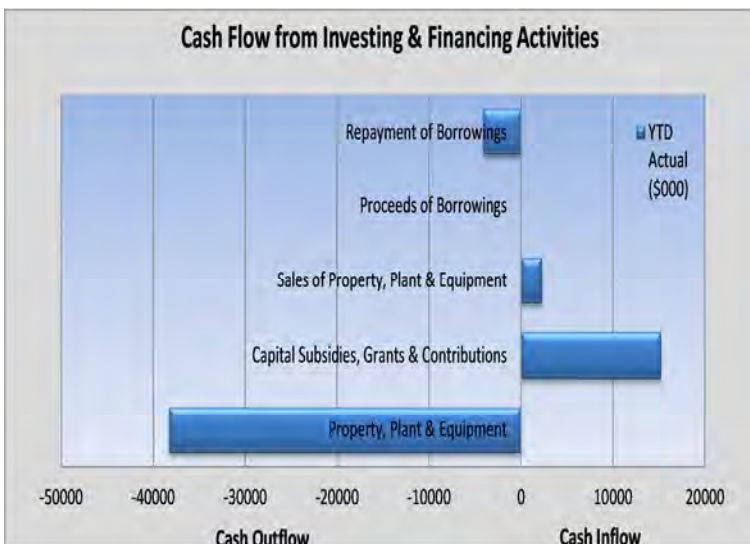
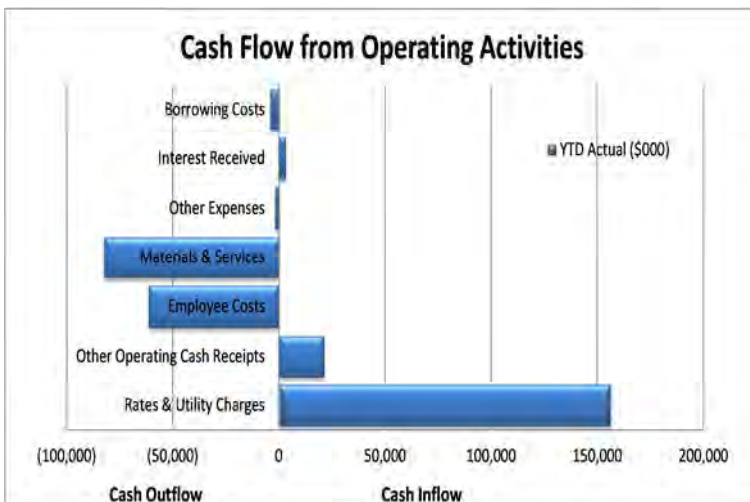
	Annual	Annual	YTD
	Original Budget \$000	Revised Budget \$000	Actual \$000
Receipts from Customers	212,516	218,602	177,549
Payments to Suppliers & Employees	(173,303)	(179,873)	(145,322)
Interest Received	4,104	4,024	3,135
Borrowing Costs	(3,798)	(3,848)	(3,833)
Net Cash Inflow from Operating Activities	39,519	38,905	31,529
Net Cash Outflow from Investing Activities	(46,336)	(52,944)	(20,844)
Net Cash Outflow from Financing Activities	6,463	6,463	(4,125)
Net Increase / (Decrease) in Cash Held	(353)	(7,575)	6,560
Cash at Beginning of Year	80,492	82,595	82,595
Cash at End of Financial Period	80,139	75,019	89,155

Cash on hand at the end of April 2014 was \$89.16M. It represents cash capacity of 5.98 months.

\$60.40M of the cash balance represents cash reserves.

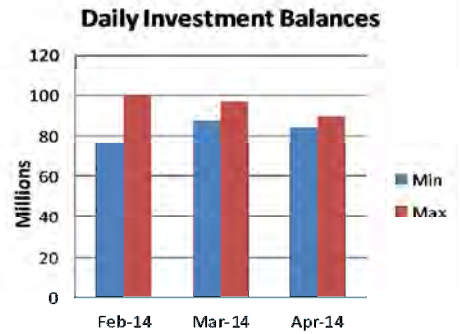
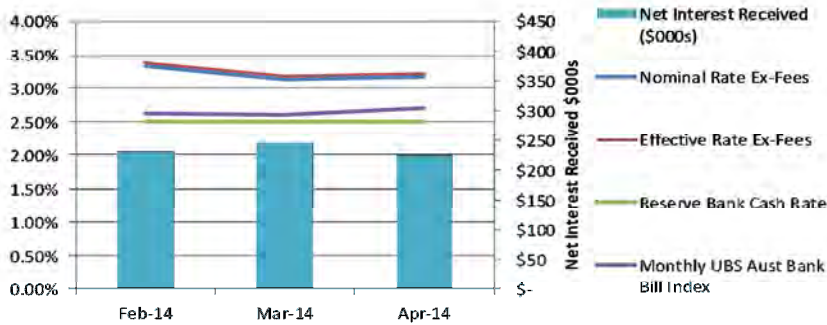
The graph below shows the trending of year to date Receipts from Customers versus Cash Balance at Period End versus Reserve Balances.

The increase in receipts coincide with the rates cycle.



Period Ending 30 April 2014

INVESTMENT RETURNS



Total Investment at End of Month was \$88.47M

Current Position

All Council investments are currently held in the Capital Guaranteed Cash Fund which is a fund operated by the Queensland Treasury Corporation (QTC).

The movement in interest earned is indicative of both the interest rate and the surplus cash balances held, the latter of which is affected by business cash flow requirements on a monthly basis.

Council's budgeted interest revenue is being analysed during the 2013/2014 second quarterly budget review.

QTC Cash Fund YTD Return 3.51% **Benchmark UBS Aust Bank Bill Index 2.68%** **Reserve Bank Cash Rate at EOM 2.50%**

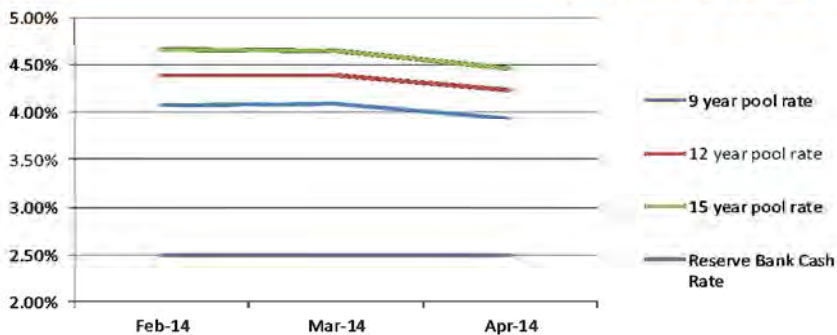
****This is the 46th consecutive month that the QTC Fund has outperformed the benchmark (Jul 10 - Apr 14)****

Future Strategy

The Tax and Treasury Team has recommended that Council diversify its investments outside of QTC to maximise returns. Currently, the short term term-deposit rates offered by the larger financial institutions exceed the QTC rate by approximately 20 - 50 basis points - which converts to an extra \$20k - \$50k pa for each \$10M invested. In the meantime the Taxation and Treasury Team ensures Council maximises its interest on a *daily* basis by depositing surplus funds at QTC for a higher rate than is achieved from the bank transaction account.

Council adopted its revised investment policy on 23 April 2014 for the 2014-15 financial year

BORROWING COSTS



Current Position

Debt is split into 9, 12, and 15 year pools with repayment made *quarterly* in advance. The rates shown are for any new borrowings. The movements in borrowing rates relate to the yield on QTC bonds which are its principal source of funding.

A book rate review was conducted on 1 July 2013 which did not warrant a change at that time. A review has been undertaken again in January following which Tax and Treasury has made recommendations to management to update the Debt Service Payments. Changes to the Debt Policy has been proposed to facilitate same.

Total Borrowings at End of Month was \$59.69M



Future Strategy

Preliminary analysis was conducted in December 2013 by Tax and Treasury and QTC as to whether debt repayment, offsetting the loans or investment of surplus funds (or a blend) would have the best net gain without exposing Council to significant risk as interest rates decrease. Tax and Treasury has reviewed the implications of this analysis and determined that Council is not able to reduce its debt without realising a loss. However, Tax and Treasury is working towards moving Council towards making its debt repayments annually in advance in order to secure savings. This will only be possible once the Debt Policy has been reviewed as part of the 2014-15 budget development process.

Council will review its Debt Policy in the coming months as part of the 2014-15 budget development process

7. CASH RESERVES

Reserves as at 30 April 2014	Opening Balance	To Reserve	From Reserve	Closing Balance
	\$000	\$000	\$000	\$000
Special Projects Reserve:				
Cemetery Reserve	399	0	-354	45
State Emergency Service Reserve *	20	0	-20	0
Weinam Creek Reserve	2,335	388	-23	2,700
Road Maintenance Reserve *	155	0	-155	0
Redland Work Cover Reserve	5,147	434	-583	4,997
Contribution Raby Bay Land Sales *	278	0	-278	0
Red Art Gallery Commissions & Donations Res	14	1	0	15
Interest Free Loans Reserve *	487	0	-487	0
Halls Reserve *	2	0	-2	0
Raby Bay Maintenance Reserve ***	336	6	-59	284
Aquatic Paradise Maintenance Reserve ***	936	19	0	955
Sovereign Waters Maintenance Reserve ***	118	2	0	121
SMBI Capital Reserve	3,317	0	-581	2,736
	13,545	850	-2,541	11,854
Cleansing Reserve:				
RedWaste Reserve	2,497	658	-126	3,028
	2,497	658	-126	3,028
Constrained Works Reserve:				
Tree Planting Reserve	50	36	-23	63
Parks Reserve	254	2,019	-355	1,917
SP1 Wellington Pt Rd Infra Reserve	463	0	0	463
Redland Bay Sth Rd Infra Reserve	443	0	0	443
East Thornlands Road Infra Reserve	674	0	0	674
Contributions to Car Parking Reserve	340	0	0	340
Contributions to Street Lighting Reserve *	13	0	-13	0
Quarry Reserve *	358	0	-358	0
Contrib to R/Wks Infrastructure Reserve **	2,030	-2,030	0	0
Community Facility Infrastructure Reserve	148	161	0	309
Retail Water Renewal & Purchase Reserve	4,385	1,614	-777	5,222
Sewerage Renewal & Purchase Reserve	5,641	2,407	-1,672	6,375
Constrained Works Res-Cap Grants & Contribs	3,743	0	-660	3,083
Transport Trunk Infrastructure Reserve	1,316	4,380	-914	4,783
Cycling Trunk Infrastructure Reserve	407	482	-441	448
Stormwater Infrastructure Reserve	1,072	550	0	1,622
Constrained Works Res-Opr Grants & Contribs	4,005	0	-649	3,356
	25,341	9,619	-5,862	29,098
Separate Charge Reserve - Environment:				
Environment Charge Acquisition Reserve	7,036	0	-50	6,986
Environment Charge Maintenance Reserve	1,254	4,300	-3,216	2,338
Landfill Remediation Charge Reserve *	5,738	0	-5,738	0
	14,027	4,300	-9,003	9,324
Special Charge Reserve - Other:				
Bay Island Rural Fire Levy Reserve	0	46	-42	4
SMBI Translink Reserve	0	923	-690	233
	0	969	-732	238
Special Charge Reserve - Canals:				
Raby Bay Canal Reserve	0	0	0	0
Aquatic paradise Canal Reserve	559	609	-5	1,163
Sovereign Waters Lake Reserve	386	54	-49	390
Raby Bay Tidal Works Non CTS Reserve ***	2,882	2,011	-383	4,510
Raby Bay Tidal Works CTS Reserve ***	246	172	-31	387
Raby Bay Marina Reserve ***	210	127	-26	310
Aquatic Paradise Marina Reserve ***	64	34	0	99
	4,347	3,006	-494	6,859
TOTALS	59,757	19,402	-18,759	60,401

Council adopted a Constrained Cash Reserves Policy on 23 April 2014 for the 2014-15 financial year.

* These reserves have been closed during the 2013-14 financial year.

** This reserve has been closed during 2013-14 and funds transferred into the Transport Trunk Infrastructure Reserve.

*** These reserves will be amalgamated into the 3 existing canal & lake reserves during the 2013-14 financial year.

8. OVERDUE RATES DEBTORS

Comparison April 2013 to April 2014

In comparison to April 2013 the overdue rates debt is marginally higher, with the majority of the increase on the Southern Moreton Bay Islands.

With respect to payments, in comparison to April 2013, the total rates payments received are up by 9%. There has been good growth in the Direct Debit payment channel with 7% of the payments received in April paid through this channel, however it only accounts for 1% of the total payments received.

Mth/Yr	AustPost		Bpay		IVR		Direct Debit		Receipt		Internet		Total	
	Count of Transactions	Sum of Transactions	Count of Transactions	Sum of Transactions	Count of Transactions	Sum of Transactions	Count of Transactions	Sum of Transactions	Count of Transactions	Sum of Transactions	Count of Transactions	Sum of Transactions	Count of Transactions	Sum of Transactions
Apr-13	3,592	\$1,970,580	16,222	\$6,976,060	1,794	\$1,262,314	1,140	\$95,664	3,247	\$3,240,241	1,044	\$721,315	27,039	\$14,266,173
Apr-14	3,971	\$2,310,742	18,339	\$8,268,187	1,861	\$1,319,415	2,125	\$178,715	3,089	\$2,571,791	1,370	\$1,006,547	30,755	\$15,655,397
Variance	379	\$340,162	2,117	\$1,292,128	67	\$57,101	985	\$83,051	-158	-\$668,450	326	\$285,232	3,716	\$1,389,224
Variance	11%	17%	13%	19%	4%	5%	86%	87%	-5%	-21%	31%	40%	14%	10%

Payment Channel	Count of Transactions	Sum of Transactions	% Count of Transactions	% Sum of Transactions
AustPost	3,971	\$2,310,742	13%	15%
Bpay	18,339	\$8,268,187	60%	53%
IVR	1,861	\$1,319,415	6%	8%
Direct Debit	2,125	\$178,715	7%	1%
Receipt	3,089	\$2,571,791	10%	16%
Internet	1,370	\$1,006,547	4%	6%
Total	30,755	\$15,655,397	100%	100%

Overall Trend March 2014 to April 2014

The overdue rates position improved in April by 1.6% ending the month on 2.5% overdue. The majority of this downward movement is in payment of the April rate notice, which falls due for payment on 6th May.

Comparison April 2013 to April 2014

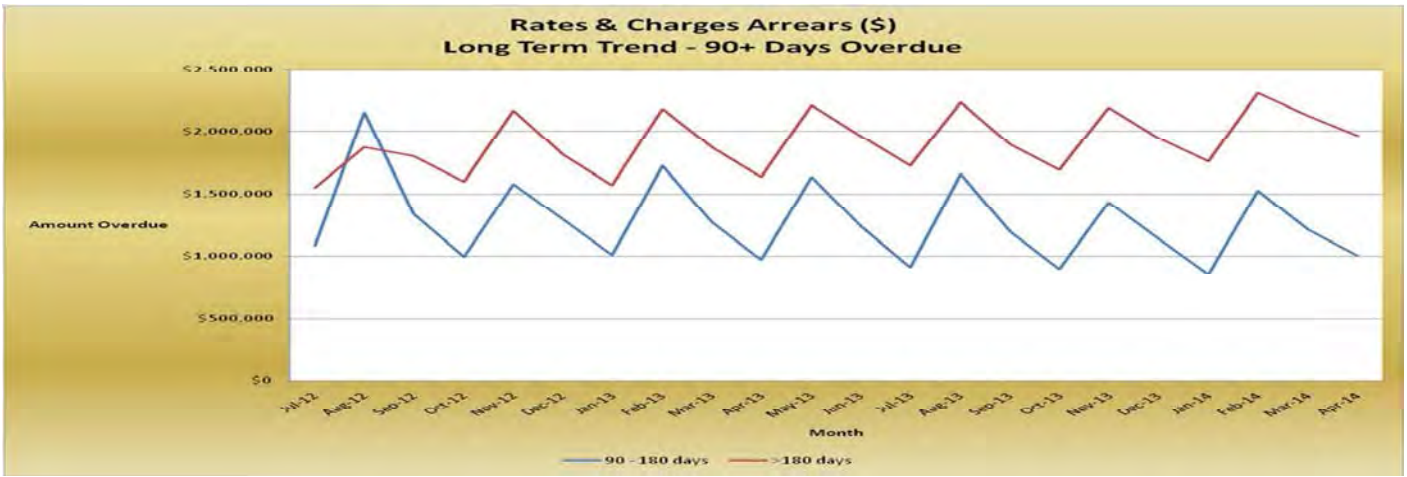
Total							Mainland						
Days Overdue	Apr-13	% Overdue	Apr-14	% Overdue	\$ Variance	% Increase	Days Overdue	Apr-13	% Overdue	Apr-14	% Overdue	\$ Variance	% Increase
<90	\$2,192,022	1.05%	\$2,324,316	1.08%	\$132,294	0.04%	<90	\$1,589,987	0.76%	\$1,657,697	0.77%	\$67,710	0.01%
90 - 180 days	\$967,755	0.46%	\$1,001,720	0.47%	\$33,965	0.01%	90 - 180 days	\$650,994	0.31%	\$655,361	0.31%	\$4,367	-0.01%
>180 days	\$1,634,377	0.78%	\$1,961,962	0.91%	\$327,585	0.13%	>180 days	\$717,090	0.34%	\$810,264	0.38%	\$93,174	0.04%
Total	\$4,794,154	2.29%	\$5,287,998	2.46%	\$493,844	0.18%	Total	\$2,958,071	1.41%	\$3,123,322	1.46%	\$165,251	0.04%

Nth Stradbroke Is / Coochiemudlo Is / Garden Is							SMBI						
Days Overdue	Apr-13	% Overdue	Apr-14	% Overdue	\$ Variance	% Increase	Days Overdue	Apr-13	% Overdue	Apr-14	% Overdue	\$ Variance	% Increase
<90	\$69,098	0.03%	\$64,643	0.03%	-\$4,455	0.00%	<90	\$532,938	0.25%	\$601,976	0.28%	\$69,038	0.03%
90 - 180 days	\$27,945	0.01%	\$22,074	0.01%	-\$5,871	0.00%	90 - 180 days	\$288,816	0.14%	\$324,285	0.15%	\$35,469	0.01%
>180 days	\$49,697	0.02%	\$31,308	0.01%	-\$18,389	-0.01%	>180 days	\$867,590	0.41%	\$1,120,390	0.52%	\$252,801	0.11%
Total	\$146,739	0.07%	\$118,025	0.06%	-\$28,715	-0.02%	Total	\$1,689,344	0.81%	\$2,046,651	0.95%	\$357,308	0.15%

Trend - March 2014 to April 2014

Total							Mainland						
Days Overdue	Mar-14	% Overdue	Apr-14	% Overdue	\$ Variance	% Increase	Days Overdue	Mar-14	% Overdue	Apr-14	% Overdue	\$ Variance	% Increase
<90	\$3,122,019	1.95%	\$2,324,316	1.08%	-\$797,703	-0.86%	<90	\$2,274,270	1.42%	\$1,657,697	0.77%	-\$616,573	-0.65%
90 - 180 days	\$1,210,139	0.75%	\$1,001,720	0.47%	-\$208,419	-0.29%	90 - 180 days	\$798,094	0.50%	\$655,361	0.31%	-\$142,733	-0.19%
>180 days	\$2,125,111	1.33%	\$1,961,962	0.91%	-\$163,149	-0.41%	>180 days	\$929,865	0.58%	\$810,264	0.38%	-\$119,601	-0.20%
Total	\$6,457,269	4.03%	\$5,287,998	2.46%	-\$1,169,271	-1.56%	Total	\$4,002,229	2.50%	\$3,123,322	1.46%	-\$878,907	-1.04%

Nth Stradbroke Is / Coochiemudlo Is / Garden Is							SMBI						
Days Overdue	Mar-14	% Overdue	Apr-14	% Overdue	\$ Variance	% Increase	Days Overdue	Mar-14	% Overdue	Apr-14	% Overdue	\$ Variance	% Increase
<90	\$91,934	0.06%	\$64,643	0.03%	-\$27,291	-0.03%	<90	\$755,815	0.47%	\$601,976	0.28%	-\$153,839	-0.19%
90 - 180 days	\$33,248	0.02%	\$22,074	0.01%	-\$11,175	-0.01%	90 - 180 days	\$378,796	0.24%	\$324,285	0.15%	-\$54,511	-0.09%
>180 days	\$33,296	0.02%	\$31,308	0.01%	-\$1,988	-0.01%	>180 days	\$1,161,951	0.72%	\$1,120,390	0.52%	-\$41,560	-0.20%
Total	\$158,478	0.10%	\$118,025	0.06%	-\$40,453	-0.04%	Total	\$2,296,562	1.43%	\$2,046,651	0.95%	-\$249,911	-0.48%



9. STATEMENT OF COMPREHENSIVE INCOME

STATEMENT OF COMPREHENSIVE INCOME

For the period ending 30 April 2014

	Annual Original Budget \$000	Annual Revised Budget \$000	YTD Revised Budget \$000	YTD Actual \$000	YTD Variance \$000
Recurrent Revenue					
Rates Charges	77,623	77,623	77,623	76,834	(789)
Levies & Charges	119,189	121,592	103,068	104,731	1,663
<i>Less: Pensioner Remissions</i>	(2,670)	(2,670)	(2,670)	(2,671)	(1)
Fees & Charges	9,775	10,176	8,601	8,953	352
Operating Grants & Subsidies	10,016	10,522	5,469	5,724	255
Operating Contributions and Donations	0	1,139	1,139	361	(778)
Interest External	4,104	4,024	3,403	3,135	(268)
Other Revenue	3,681	5,227	4,391	4,980	589
Total Recurrent Revenue	221,718	227,633	201,024	202,047	1,023
Capital revenue					
Grants, Subsidies and Contributions	9,157	11,134	9,821	12,915	3,094
Non-cash Contributions	3,154	3,154	128	721	593
Increase/(Decrease) in Investment Property	0	0	0	0	0
Total Capital Revenue	12,311	14,288	9,949	13,636	3,687
TOTAL REVENUE	234,029	241,920	210,973	215,683	4,710
Recurrent Expenses					
Employee Costs	74,422	74,510	61,479	61,035	(444)
Goods & Services	96,076	102,561	82,181	79,554	(2,627)
Finance Costs	4,109	4,156	3,471	3,491	20
Depreciation and Amortisation	46,794	48,498	40,520	41,164	644
Total Recurrent Expenses	221,401	229,725	187,651	185,244	(2,407)
Capital Expenses					
(Gain)/Loss on Disposal of Non-current Assets	(1,120)	(1,120)	(934)	1,070	2,003
Total Capital Expenses	(1,120)	(1,120)	(934)	1,070	2,003
TOTAL EXPENSES	220,281	228,605	186,717	186,314	(404)
NET RESULT	13,748	13,315	24,256	29,369	5,114
Other Comprehensive Income/(Loss)					
Increase/(decrease) in asset revaluation surplus	0	0	0	81	81
TOTAL COMPREHENSIVE INCOME	13,748	13,315	24,256	29,450	5,195

10. OPERATING STATEMENT

OPERATING STATEMENT For the period ending 30 April 2014

	Annual Original Budget \$000	Annual Revised Budget \$000	YTD Revised Budget \$000	YTD Actual \$000	YTD Variance \$000
Revenue					
Rates Charges	77,623	77,623	77,623	76,834	(789)
Utility Charges	119,189	121,592	103,068	104,731	1,663
<i>Less: Pensioner Remissions</i>	(2,670)	(2,670)	(2,670)	(2,671)	(1)
Fees & Charges	9,775	10,176	8,601	8,953	352
Operating Grants & Subsidies	10,016	10,522	5,469	5,724	255
Operating Contributions and Donations	0	1,139	1,139	361	(778)
Interest External	4,104	4,024	3,403	3,135	(268)
Other Revenue	3,681	5,227	4,391	4,980	589
Total Revenue	221,718	227,633	201,024	202,047	1,023
Expenses					
Employee Costs	74,422	74,510	61,479	61,035	(444)
Goods & Services	96,879	102,008	81,485	79,005	(2,480)
Finance Costs Other	311	308	256	277	21
Other Expenditure	293	1,649	1,607	1,368	(239)
Net Internal Costs	(1,096)	(1,096)	(911)	(818)	93
Total Expenses	170,809	177,379	143,916	140,867	(3,049)
Earnings Before Interest, Tax and Depreciation (EBITD)	50,909	50,253	57,108	61,180	4,072
Interest Expense	3,798	3,848	3,215	3,214	(1)
Depreciation	46,794	48,498	40,520	41,164	644
Operating Surplus/(Deficit)	317	(2,092)	13,373	16,802	3,429
Transfers to Constrained Operating Reserves	(13,639)	(10,300)	(8,761)	(9,784)	(1,023)
Transfer from Constrained Operating Reserves	11,128	19,067	14,623	13,660	(963)

11. CAPITAL FUNDING STATEMENT

CAPITAL FUNDING STATEMENT For the period ending 30 April 2014

	Annual	Annual	YTD	YTD	YTD
	Original	Revised	Revised	Actual	Variance
	Budget	Budget	Budget	Actual	Variance
	\$000	\$000	\$000	\$000	\$000
Sources of Capital Funding					
Capital Contributions & Donations	4,896	6,644	6,443	9,640	3,197
Capital Grants & Subsidies	4,261	4,490	3,378	3,275	(103)
Proceeds on Disposal of Non - Current Assets	1,424	1,424	1,187	2,241	1,054
Capital Transfers (To) From Reserves	3,975	4,714	3,588	(4,520)	(8,108)
Non-cash Contributions	3,154	3,154	128	721	593
New Loans	10,581	10,581	0	0	0
Funding from General Revenue	35,897	41,767	37,066	31,074	(5,992)
Total Sources of Capital Funding	64,188	72,774	51,790	42,431	(9,359)
Applications of Capital Funds					
Contributed Assets	3,154	3,154	2,628	721	(1,907)
Capitalised Goods & Services	48,623	59,701	40,923	34,863	(6,060)
Capitalised Employee Costs	8,294	5,800	4,807	3,433	(1,374)
Loan Redemption	4,118	4,118	3,432	3,414	(18)
Total Applications of Capital Funds	64,188	72,774	51,790	42,431	(9,359)
Other Budgeted Items					
WDV of Assets Disposed	(304)	(304)	(253)	(3,311)	(3,058)
Tax and Dividends	0	0	0	0	(0)
Internal Capital Structure Financing	0	0	0	0	0

12. STATEMENT OF FINANCIAL POSITION

STATEMENT OF FINANCIAL POSITION As at 30 April 2014

	Annual Original Budget \$000	Annual Revised Budget \$000	YTD Actual Balance \$000
CURRENT ASSETS			
Cash & Investments	80,139	75,019	89,155
Accounts Receivable	14,832	20,932	51,839
Inventories	991	943	900
Prepaid Expenses	1,035	1,280	3,124
Assets - Held for Sale	29	467	73
Total Current Assets	97,027	98,642	145,091
NON-CURRENT ASSETS			
Property, Plant and Equipment	1,820,678	2,012,738	1,988,173
Accounts Receivable	9	0	0
Financial Assets	0	73	73
Total Non-Current Assets	1,820,687	2,012,811	1,988,246
TOTAL ASSETS	1,917,714	2,111,452	2,133,337
CURRENT LIABILITIES			
Accounts Payable	24,209	13,518	12,394
Current Employee Provisions	6,510	6,410	5,317
Current Loans	5,979	4,124	4,124
Current Landfill Rehabilitation Provisions	435	1,773	1,641
Other Liabilities	1,474	1,356	17,446
Total Current Liabilities	38,608	27,180	40,922
NON-CURRENT LIABILITIES			
Non-Current Loans	65,284	65,442	55,564
Non-Current Employee Provisions	9,754	10,722	10,893
Non-Current Landfill Rehabilitation Provisions	28,558	33,155	34,655
Non-Current Trade & Other Payables	1,027	693	693
Total Non-Current Liabilities	104,623	110,012	101,805
TOTAL LIABILITIES	143,231	137,191	142,727
NET ASSETS	1,774,483	1,974,261	1,990,610
COMMUNITY EQUITY			
Retained Earnings	1,728,791	1,927,985	1,930,209
Cash Reserves	45,692	46,276	60,401
TOTAL COMMUNITY EQUITY	1,774,483	1,974,261	1,990,610

13. STATEMENT OF CASH FLOWS

STATEMENT OF CASH FLOWS For the period ending 30 April 2014

	Annual	Annual	YTD
	Original Budget \$000	Revised Budget \$000	Actual \$000
CASH FLOWS FROM OPERATING ACTIVITIES			
Rates Charges & Utility Charges	194,141	196,545	156,256
Other Operating Cash Flow	18,374	22,058	21,293
Receipts from Customers	212,516	218,602	177,549
Employee costs	(72,412)	(72,500)	(61,267)
Materials & services	(100,287)	(105,416)	(82,411)
Other expenses	(604)	(1,957)	(1,644)
Payments to Suppliers & Employees	(173,303)	(179,873)	(145,322)
Interest Received	4,104	4,024	3,135
Borrowing Costs	(3,798)	(3,848)	(3,833)
Net Cash Inflow from Operating Activities	39,519	38,905	31,529
CASH FLOWS FROM INVESTING ACTIVITIES			
Payments - Property, Plant & Equipment	(56,916)	(65,502)	(38,295)
Proceeds - Capital Subsidies, Grants & Contributions	9,157	11,134	15,210
Proceeds - Sales of Property, Plant & Equipment	1,424	1,424	2,241
Net Cash Outflow from Investing Activities	(46,336)	(52,944)	(20,844)
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds of Borrowings	10,581	10,581	0
Repayment of borrowings	(4,118)	(4,118)	(4,125)
Net Cash Outflow from Financing Activities	6,463	6,463	(4,125)
Net Increase / (Decrease) in Cash Held	(353)	(7,575)	6,560
Cash at Beginning of Year	80,492	82,595	82,595
Cash at End of Financial Period	80,139	75,019	89,155

14. GLOSSARY

Definition of Ratios

Level of Dependence on General Rate Revenue: Target less than 37.5%	General Rates - Pensioner Remissions Total Operating Revenue - Gain on Sale of Developed Land
Current Ratio: Target between 1.1 and 4.1	Current Assets Current Liabilities
Debt Servicing Ratio: Target less than or equal to 10%	Interest Expense + Loan Redemption Total Operating Revenue - Gain on Sale of Developed Land
Cash Balance - \$M:	Cash Held at Period End
Cash Capacity in Months: Target 3 to 4 Months	Cash Held at Period End [[Cash Operating Costs + Interest Expense] / Period in Year]
Debt to Asset Ratio: Target less than or equal to 10%	Current and Non-current loans Total Assets
Operating Performance: Target greater than or equal to 20%	Net Cash from Operations + Interest Revenue and Expense Cash Operating Revenue + Interest Revenue
Operating Surplus Ratio*: Target between 0% and 10% (on average over the long-term)	Net Operating Surplus Total Operating Revenue
Net Financial Liabilities*: Target less than 60% (on average over the long-term)	Total Liabilities - Current Assets Total Operating Revenue
Interest Cover Ratio: Target between 0% and 5%	Net Interest Expense on Debt Service Total Operating Revenue
Asset Sustainability Ratio*: Target greater than 90% (on average over the long-term)	Capital Expenditure on Replacement of Assets (Renewals) Depreciation Expenditure
Asset Consumption Ratio: Target between 40% and 80%	WDV of Infrastructure Assets Gross Current Replacement Cost of Infrastructure Assets

*These targets are set to be achieved on average over the longer term and therefore are not necessarily expected to be met on a monthly basis.

Local Content – 10% Weighting Criteria for Procurement Activities

Score	Description
0	Respondent located internationally and providing services from an international location.
1	Respondent located internationally but will be utilising Australian services. This may include the use of Australian employees, suppliers, subcontractors, accommodation, etc.
2	Respondent located internationally but will be using Redlands staff and suppliers during the completion of works.
3	Respondent located interstate and providing goods, services or works from an interstate location
4	Respondent located interstate but will be utilising services or visiting Queensland during the completion of works.
5	Respondent located interstate but will be using local Redland suppliers and/or subcontractor. This may include the use of local accommodation, car hire business, fuel services and food locations.
6	Respondent located within Queensland and providing goods, services or works from outside Redlands Region.
7	Respondent located within Queensland, but will be using some Redlands staff and suppliers. This may include the use of local accommodation, car hire business, fuel services and food locations.
8	Respondent located within neighbouring Councils of Logan, Brisbane and Gold Coast City Council areas using some local Redlands staff, suppliers and subcontractors.
9	Respondents located in Redlands local area or developing a local office or facility using mostly local Redland staff, suppliers and subcontractors
10	Respondent located in the Redlands using only local staff, suppliers and subcontractors.

Corporate Procurement Policy - POL-3043

[Version Information](#)

1. HEAD OF POWER

Section 198 of the *Local Government Regulation 2012* (Qld) (**LGR 2012**) requires the Redland City Council (**Council**) to prepare and adopt a procurement policy and review its policy annually.

The purpose of Council's Procurement Policy (**Policy**) is to set out Council's framework for its procurement and contracting activities (**Procurement**) in a manner that complies with applicable laws, including the *Local Government Act 2009* (Qld) (**LGA 2009**) and the LGR 2012.

2. POLICY OBJECTIVE

By carrying out Procurement in accordance with this Policy, Council's objective is to attain the following outcomes:

- (a) deliver excellence in procurement outcomes for its residents;
- (b) comply with all applicable laws including the LGA 2009 and LGR 2012;
- (c) conduct procurement and contracting activities within a sound governance and probity environment;
- (d) encourage sustainable procurement practices;
- (e) the efficient and timely delivery of Council's capital works, operational and service delivery programs;
- (f) achieve value for money for Council;
- (g) promote an open, efficient and competitive market place for suppliers;
- (h) implement procurement processes that are ethical and fair;
- (i) develop local business and industry; and
- (j) a commitment to promote, develop and utilise the services of social enterprises.

This Policy has been established to be consistent with legislation which applies to Procurement. Relevant legislation will prevail to the extent of any inconsistency between this Policy and that legislation. Council's goal to reduce red tape and save public funds will also be a consideration in Council's annual review of this Policy and its procurement practices.

2.1 Policy scope

This policy applies to all Council Procurement and must be followed by Local Government Employees, elected members of Council and any person who undertakes Procurement on behalf of Council.

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Department: Office of CEO
Group: Legal Services
Approved: General Meeting

Effective date:
Version: 6
Review date:
Page: 1 of 8

3. POLICY STATEMENT

Council will carry out Procurement in the following manner.

3.1 Sound Contracting Principles

Council will develop systems that allow Council to carry out Procurement in a manner that is consistent with the Sound Contracting Principles. The Sound Contracting Principles will be applied when contracting for the supply of goods or services (including the carrying out of works¹) and the disposal of assets.²

The **Sound Contracting Principles** are:

- (a) value for money; and
- (b) open and effective competition; and
- (c) the development of competitive local business and industry; and
- (d) environmental protection; and
- (e) ethical behaviour and fair dealing.

Regard is to be had for each principle, although each principle may not receive equal consideration,³ depending on the particular Procurement.

The Sound Contracting Principles are to be practically addressed as follows:

3.1.1 Value for money

The achievement of value for money is not determined solely by the price of the goods, services or works. Council must consider various factors when assessing value for money including but not limited to:

- (a) contribution to the achievement of Council's wider priorities and strategic objectives;
- (b) fitness for purpose, quality, service and support over the life of the product or period of the procurement;
- (c) whole-of-life cost which may include costs incurred at the time of acquiring, costs expended when using, maintaining and disposing of the goods;
- (d) internal administration costs;
- (e) technical compliance costs;
- (f) risk exposure; and
- (g) the value of any associated environmental benefits.

¹ LGA 2009, s. 104(4).

² LGA 2009, s.104.

³ LGA 2009, s. 104(8).

3.1.2 Open and effective competition

All Procurement will be conducted by Council using an open and competitive process. Open and effective competition will be achieved by ensuring that:

- (a) procurement procedures and processes are visible to Council, suppliers and the public;
- (b) prospective suppliers have a realistic and equal opportunity to do business with Council;
- (c) prospective suppliers are encouraged to submit bids based on clear specifications; and
- (d) all offers will be evaluated and assessed in accordance with probity principles, and using procedures and evaluation criteria specified in the quote or tender documentation.

3.1.3 The development of competitive local business and industry

Council encourages the development of competitive local businesses and will endeavour to promote and support competitive local industry in its Procurement.

In addition to price, performance, quality and suitability, Council may also consider the following factors when conducting its Procurement:

- (a) employment opportunities for the region;
- (b) economic growth for the region;
- (c) readily available goods, services and support; and
- (d) the benefit to Council of contracting with local suppliers and the associated local commercial transactions that flow from that contracting.

Council acknowledges that due to its location in the South-East Queensland metropolitan area, and as a significant purchaser of goods and services from the private sector, a "local" business for certain Procurements will vary and may be a business based in the South-East Queensland region, Queensland or interstate.

Further, it is accepted that local government can directly and indirectly benefit local business by procuring from a local, Queensland or interstate based supplier by utilising whole-of-government arrangements to access local and other domestic suppliers of works, goods or services. This strategy will encourage local business to compete within a wider market through the whole-of-government tendering platforms.

3.1.4 Environmental protection

Council has broader environmental commitments and initiatives in which it is actively engaged. Procurement carried on by Council will take into consideration a range of environmental factors including:

- (a) environmental impacts for the whole life cycle of products and services including manufacture, supply, use, maintenance and disposal;
- (b) suitability of environmentally responsible products, services, works and assets that satisfy whole-of-life value for money criteria and have minimal negative impact on the environment;

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- (c) sourcing products that have reduced environmental impacts throughout their life cycle, for example:
- minimal or no use of environmentally harmful chemicals ,
 - less packaging and waste to landfill;
 - energy efficient and reduced carbon pollution; or
 - water efficient and reduced water use;
- (d) use of products made from any recycled materials.

Council can provide an example to business, industry and the community in promoting the use of environmentally responsible works, products and services.

3.1.5 Ethical behavior and fair dealing

Council will conduct Procurement impartially, fairly, independently, in an open manner with integrity to ensure probity and accountability in its Procurement processes and outcomes. Council will promote ethical behaviour and fair dealing by:

- (a) ensuring policy compliance in Procurement;
- (b) ensuring compliance with Council's Code of Conduct;
- (c) creating and maintaining an effective procurement process that is open, transparent and accountable;
- (d) ensuring compliance with the probity principles;
- (e) developing and implementing probity plans for all significant procurements;
- (f) identifying and where necessary addressing real, potential or perceived conflicts of interest between Council, its Local Government Employee's and prospective or existing contractors;
- (g) ensuring consistent and impartial treatment of all contractors whether prospective and existing.

3.2 Entering into Contracts

The LGR 2012 prescribes provisions about Procurement for:

- (a) the carrying out of work; or
- (b) the supply of goods and services; or
- (c) the disposal of non-current assets.⁴

Council applies the LGR 2012, Chapter 6 Contracting, Part 3 Default contracting procedures (ss. 223-238) to its Procurement (**Default Contracting Procedures**).

⁴ LGR 2012, s. 216.

3.2.1 Contracting value thresholds

The LGR 2012 identifies two thresholds that will determine the procurement process that must be adopted. Those thresholds identify:

- A "medium-sized contractual arrangement" is any contractual arrangement with a supplier that is expected to be worth, exclusive of GST, \$15,000 or more but less than \$200,000 in a financial year or over the proposed term of the contractual arrangement.
- A "large-sized contractual arrangement" is a contractual arrangement with a supplier that is expected to be worth, exclusive of GST, \$200,000 or more in a financial year or over the proposed term of the contractual arrangement.

3.2.2 Aggregation of contractual arrangements

For the purposes of the Default Contracting Procedures, Council will comply with LGR 2012 s224(4) which states that the expected value of a contractual arrangement with a supplier for a financial year, or over the proposed term of the contractual arrangement, is the total expected value of all of the local government's contracts with the supplier for goods and services of a similar type under the arrangement.

3.3 Exceptions for medium-sized and large-sized contractual arrangements (LGR 2012, ss. 229-235)

Subject to Council policy, under any one of the exceptions set out in the Default Contracting Procedures (the exceptions are set out in summary form in the list below, refer to LGR 2012 for full details), Council may enter into:

- (a) a medium-sized contractual arrangement without first inviting written quotes; or
- (b) a large-sized contractual arrangement without first inviting written tenders

for the supply of goods and services.

The Default Contracting Procedures exceptions:

- Quote or Tender Consideration Plan (LGR 2012, s. 230);
- Approved Contractor List (LGR 2012, s. 231);
- Register of Pre- Qualified Suppliers (LGR 2012, s. 232);
- Preferred Supplier Arrangement (LGR 2012, s. 233);
- Local Government Association Arrangement (LGR 2012, s. 234);
- Sole Supplier (LGR 2012, s. 235(a));
- Specialised Supplier (LGR 2012, s. 235(b));
- Genuine Emergency (LGR 2012, s. 235(c));
- Auction Purchase (LGR 2012, s. 235(d));
- Second-hand Goods (LGR 2012, s. 235(e));
- Governmental Arrangement (LGR 2012, s. 235(f)).

However, Council officers should not proceed pursuant to any of the s. 235 exceptions (Sole supplier (LGR 2012, s. 235(a)), Specialised supplier (LGR 2012, s. 235(b)), Genuine emergency (LGR 2012, s. 235(c)), Auction Purchase (LGR 2012, s. 235(d)), Second-hand goods (LGR 2012, s. 235(e)) and

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Governmental arrangement (LGR 2012, s. 235(f)) without consultation with, and approval from the Manager of Procurement Services.

3.3.1 Low value contracting

Low value contracting is any 'one off' procurement below \$15,000 (ex GST) which is also low risk. Council requires that these Procurements be carried out in accordance with the Sound Contracting Principles and the internal delegations and procedures in place for the completion of these 'one off', low value, low risk procurements. Noting that the minimum requirement is that a verbal quote be obtained from a supplier before the procurement is finalised.

The Council's procurement service is available to provide assistance for these procurements.

3.4 Other relevant legislation

3.4.1 Powers to delegate (LGA 2009, ss. 257, 259 & LGR 2012, s. 238)

Council may delegate by resolution, a power under the LGA 2009 or another Act to the Chief Executive Officer (CEO).⁵ Any delegation to the CEO will be reviewed annually.⁶ The Council must not delegate a power that an Act states must be exercised by resolution.⁷ Council may delegate a power with conditions.

Council has delegated to the CEO powers related to Procurement. The CEO has in turn delegated these powers onto appropriately qualified Local Government Employees. These delegations are recorded in the delegations register maintained by the CEO.⁸

3.4.2 Unauthorised spending (LGR 2012, s. 173)

Council may only spend money in a financial year if it is adopted in the budget for the financial year; or before adopting its budget for the financial year, if it then provides for the spending in the budget for that financial year.

Council may spend money, not authorised in its budget, for genuine emergency or hardship. In this instance Council must make a resolution about spending the money, either before, or as soon as practicable after, the money is spent. The resolution must state how the spending is to be funded.

3.4.3 Annual Report – changes to tenders (LGR 2012, s. 190)

Council will include the number of invitations to change tenders under the LGR 2012, section 228(7) during that financial year in its annual report for the financial year.

3.4.4 Publishing details of Contracts worth \$200,000 or more (LGR 2012, s. 237)

Council will, as soon as practicable after entering into a Contract worth \$200,000 or more (GST exclusive) publish the relevant details of the Contract:

⁵ LGA 2009, s. 257(1)(b).

⁶ LGA 2009, s. 257(4).

⁷ LGA 2009, s. 257(2).

⁸ LGA 2009, s. 260.

- (a) on its website (<http://www.redland.qld.gov.au/>); and
- (b) in a conspicuous place in a public office.

Relevant details of a Contract means:

- (a) the person with whom Council has entered into the Contract;
- (b) the value of the Contract; and
- (c) the purpose of the Contract.

3.4.5 Councillor requests for information

The LGA 2009 provides the circumstances under which Councillors may request information or assistance from Local Government Employees. The Councillor's Acceptable Request Guidelines provide a framework for this process. This guideline outlines the processes for Councillors requesting, and Local Government Employees providing, information.

Councillors and Local Government Employees should comply with the legislation, policy and relevant Codes of Conduct when dealing with Procurement.

Councillors should direct any issues regarding Procurement to the CEO. They should not attempt to influence any Procurement. Attempts to do so may constitute a breach of legislation and/or the Councillor Code of Conduct].

4. SOCIAL PROCUREMENT

The Council will develop processes, including a process for social tendering, to ensure that social enterprises become part of a diverse supplier market and that positive social impacts form part of the deliverables in Council's procurement practices.

5. DEFINITIONS

Contract means a contract (including purchase orders and purchase card transactions) for:

- (a) the supply of goods or services; or
- (b) the carrying out of work; or
- (c) the disposal of non-current assets.

In this instance, the term does not include a contract of employment between Council and a Local Government Employee (as defined in the LGA 2009).

Local Government Employees means a Local Government Employee (as that term is defined in the LGA 2009) of the Redland City Council who undertakes Procurement, but does not include a person engaged on a contract for service for a defined time or designated project.

Sound Contracting Principles means the principles provided in the LGA 2009, s. 104.

CMR Team use only

6. RELATED POLICIES, PLANS AND LEGISLATION

- *Local Government Act 2009* (Qld)
- *Local Government Regulation 2012* (Qld)
- *Statutory Bodies Financial Arrangements Act 1982* (Qld)
- *Public Sector Ethics Act 1994* (Qld)
- *Disaster Management Act 2003* (Qld)
- Council's current Corporate Plan
- Council's current Operational Plan
- Council's current delegations
- Council's Code of Conduct

Version Information

Version Number	Date	Key Changes
4	December 2012	<ul style="list-style-type: none">• Changes to incorporate local Preference Policy
5	June 2013	<ul style="list-style-type: none">• Changes in line with the Local Government Regulations 2012
6	May 2014	<ul style="list-style-type: none">• Annual Review incorporating more detail and legislative requirements

[Back to top](#)

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Department: Office of CEO
Group: Legal Services
Approved: General Meeting

Effective date:
Version: 6
Review date:
Page: 8 of 8

Decisions Made Under Delegated Authority 20.04.2014 to 26.04.2014

Application	Description	Category	Applicant	Property Address	Application Type	Decision Date	Decision	Division
Category 1								
BWP002273	Design & Siting - Dwelling House	Category1	Matrix Certification Services Pty Ltd	8 Plumer Street, Wellington Point QLD 4160	Concurrence Agency Response	24/04/2014	Approved	1
BWP002280	Design & Siting - Dwelling	Category1	Henley Properties (Qld) Pty Ltd	96 Spurs Drive, Wellington Point QLD 4160	Concurrence Agency Response	24/04/2014	Approved	1
BWP002253	Design & Siting - Dwelling House	Category1	Javica Pty Ltd	14 Marjoram Street, Thornlands QLD 4164	Concurrence Agency Response	23/04/2014	Approved	4
MC010203	Dwelling House	Category1	Mount Albert Pty Ltd As Trustee	54 Resthaven Drive, Lamb Island QLD 4184	Code Assessment	24/04/2014	Extension to Relevant Period - Approved	5
BWP002243	Design and Siting - Dwelling House	Category1	Steve Parcell Building Services Pty Ltd	10 Highland Street, Redland Bay QLD 4165	Concurrence Agency Response	23/04/2014	Approved	5
BWP002272	Design & Siting - Dwelling	Category1	Fastrack Building Certification	1 Marjorie Buckler Avenue, Redland Bay QLD 4165	Concurrence Agency Response	24/04/2014	Approved	5
OPW001619	Operational Works - Advertising Device x 2	Category1	Debra Wood Town Planning	82-84 Old Cleveland Road, Capalaba QLD 4157	Code Assessment	22/04/2014	Development Permit	9
BWP002256	On-Site Relocation	Category1	Belinda Renee Allen	14-16 Lucy Street, Thornside QLD 4158	Code Assessment	23/04/2014	Development Permit	10
BWP002256	On-Site Relocation	Category1	Andrew Ellis	14-16 Lucy Street, Thornside QLD 4158	Code Assessment	23/04/2014	Development Permit	10

Application	Description	Category	Applicant	Property Address	Application Type	Decision Date	Decision	Division
BWP002281	Design & Siting - Dwelling House	Category1	Bartley Burns Certifiers & Planners	5 Agnola Court, Birkdale QLD 4159	Concurrence Agency Response	23/04/2014	Approved	10
Category 2								
OPW001592.3	Operational Works - ROL - ERA - Stage 3 (22 lots)	Category2	Sheehy & Partners Pty Ltd	401-451 Redland Bay Road, Capalaba QLD 4157	Code Assessment	23/04/2014	Development Permit	7
MCU012842	Dual Occupancy	Category2	Scott Anthony Bould	33 Keith Street, Capalaba QLD 4157	Code Assessment	23/04/2014	Permissable Change - Development Permit	9
OPW001537	Combined operational works (civil and landscaping) Multiple Dwelling x 39 (Smart eDA)	Category2	Wood And Grieve Engineers	143-149 Mount Cotton Road, Capalaba QLD 4157	Compliance Assessment	23/04/2014	Compliance Certificate	9

Decisions Made Under Delegated Authority 27.04.2014 to 02.05.2014

Application	Description	Category	Applicant	Property Address	Application Type	Decision Date	Decision	Division
Category 1								
BWP002257	Design & Siting - Domestic Outbuildings	Category1	Michael Paul Neilson	7 Sirocco Court, Ormiston QLD 4160	Concurrence Agency Response	29/04/2014	Approved	1
BWP002278	Combined Design & Siting with schedule 4 exemption - Dwelling House	Category1	The Certifier Pty Ltd	7 George Street, Ormiston QLD 4160	Concurrence Agency Response	01/05/2014	Approved	1
MCU013238	Overlay Assessment - Dwelling	Category1	Professional Certification Group	96 Spurs Drive, Wellington Point QLD 4160	Code Assessment	29/04/2014	Development Permit	1
BWP002287	Design & Siting - Dwelling	Category1	Bartley Burns Certifiers & Planners	62A Princess Street, Cleveland QLD 4163	Concurrence Agency Response	30/04/2014	Approved	2
BWP002283	Design & Siting - Domestic Additions Carport	Category1	Titan Enterprises (Qld) Pty Ltd (Marsden)	20 Tipplers Street, Victoria Point QLD 4165	Concurrence Agency Response	01/05/2014	Approved	4
BWP002144	Design & Siting - Deck	Category1	Deirdre Sanmugam	166-168 Canaipa Point Drive, Russell Island QLD 4184	Concurrence Agency Response	30/04/2014	Approved	5
BWP002286	Design & Siting - Dwelling	Category1	Building Certification Group	6 Camlet Place, Mount Cotton QLD 4165	Concurrence Agency Response	02/05/2014	Approved	6
BWP002293	Design & Siting - Dwelling	Category1	Professional Certification Group	3 Camlet Place, Mount Cotton QLD 4165	Concurrence Agency Response	30/04/2014	Approved	6
Category 2								
OPW001628	Operational Works - ROL 1 into 2 (Smart eDA)	Category2	Subdivision & Construction Management	16 Blake Street, Cleveland QLD 4163	Code Assessment	02/05/2014	Development Permit	2

Decisions Made Under Delegated Authority 27.04.2014 to 02.05.2014

OPW001638	Operational Works - Prescribed Tidal Works Pontoon	Category2	Superior Jetties	21 Compass Court, Cleveland QLD 4163	Code Assessment	28/04/2014	Development Permit	2
OPW001639	Landscaping Works - Multiple Dwelling x 22 (Smarteda)	Category2	Donald Irving Landscape Architect	27 Passage Street, Cleveland QLD 4163	Code Assessment	28/04/2014	Approved	2
OPW001616	Operational Works - ROL 1 into 3 (Smart eDA)	Category2	Hendriks House Consulting Engineers Pty Ltd	33 David Street, Thorneside QLD 4158	Code Assessment	01/05/2014	Development Permit	10

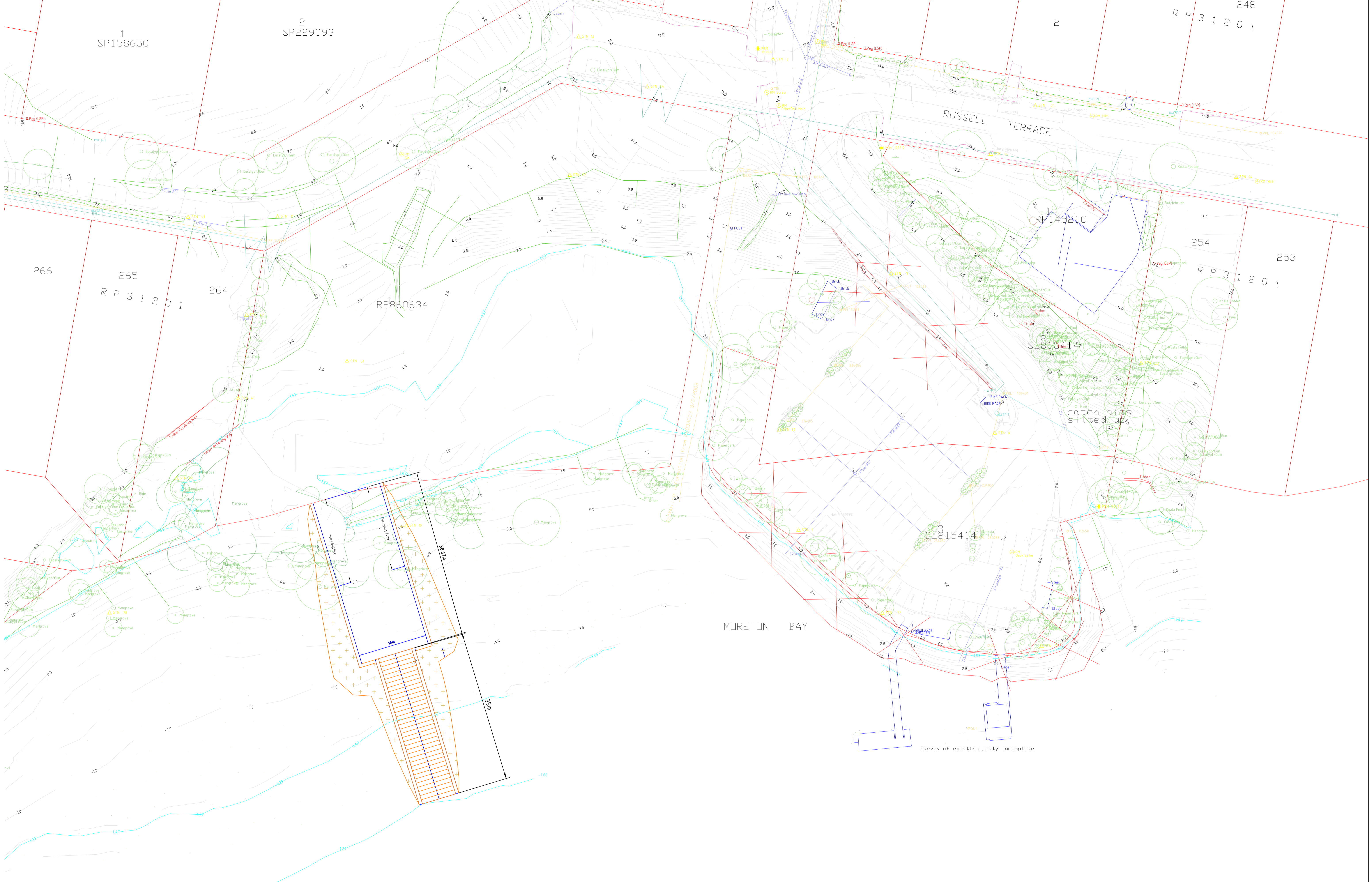
Community LAT Concept - Sep 13

23 BTU spaces
324 Car spaces
2 Emergency vehicle spaces
1 Taxi space

1000000

WAVE BREAK BOUNDARY





Department of Transport and Main Roads
 Program Delivery and Operations

STATE PROGRAM OFFICE
 Marine Infrastructure Capital and Maintenance Program

MACLEAY ISLAND
 PROPOSED BOAT RAMP
 Concept 2

Capital Works Prioritisation Policy

[Version Information](#)

Head of Power

This policy supports;

- 2030 Community Plan
- Corporate Plan 2010-2015 Strategic Priorities
- Financial Strategy 2010-2020

Policy Objective

To enable effective prioritisation, integration, funding and delivery of infrastructure projects across the organisation to ensure the 3 year life cycle of works is achieved. This supports;

- Improved decision making to facilitate the efficient and effective setting of 10 year works programs and annual budgets;
- Building a robust and impartial priority based system for allocating finite Council resources to capital works;
- Developing a framework that supports implementation of the capital works component of the Corporate Plan and Financial Strategy;
- Improving public confidence in the Council decision making process;
- Increasing awareness of Council's procedures and responsibilities; and
- Providing Councillors and Council staff with appropriate decision making information and direction on capital.

Policy Statement

Council is committed to the following principles:

1. Council will maintain its existing infrastructure, adopting a primary strategy of 'renewing' its existing assets ahead of other 'upgrade' and/or 'new' works;
2. Asset and Service Management Plans must be linked to the Long Term Financial Plan and are the primary tool for capital programming;
3. Council will ensure sufficient working capital is set aside for works required to maintain its asset base;
4. Capital works will be prioritised to meet safety and legislative requirements;
5. Council will review the Capital Program in consideration of unforeseen emergency works;
6. Renewal items will be evaluated for their viability and continuing fit to approved 'levels of service' and the Corporate Plan;
7. Capital works will be prioritised against the principles of the Quadruple Bottom Line (QBL);
8. Council must have a fully funded Capital Program, where the source of funding is identified and secured for both 'renewal' and 'new' Capital works;
9. New capital works will focus on delivering projects which will reduce future operational and maintenance costs.
10. Capital works must be physically deliverable within approved annual budgets.

Reference

The corporate prioritisation model will be based on the framework attached.

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Department: Infrastructure & Operations
Group: City Infrastructure
Approved by:
Date of Approval:

Effective date:
Version:
Review date:
Page: 1 of 3

policy document

Attachment:

Attachment 1: Prioritisation framework: The framework highlights the overall criteria and process that each project should be scrutinised against.

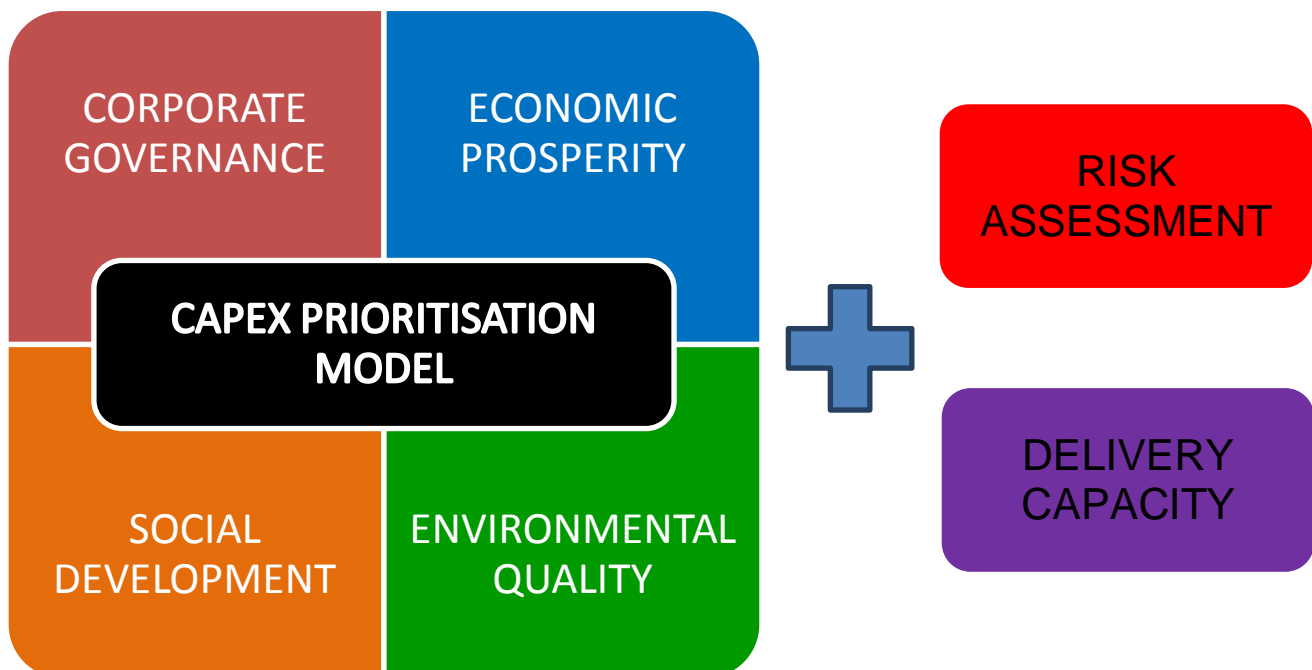
Version Information

Version No.	Date	Key Changes
1	May 2014	New Policy

[Back to Top](#)

Attachment 1: Prioritisation Framework

PRIORITISATION FRAMEWORK





Memorandum

To: Healthy Waterways Network Members
From: Julie McLellan, CEO
Date: 26 February 2014 **Pages:** 1
Subject: Healthy Waterways Amended Network Rules and Revised Constitution

Purpose

To seek the support of Investing Network Members to adopt changes to Healthy Waterways Ltd Constitution and Network Rules at a special general meeting of the Network Committee in mid-April.

Background

Two meetings have been held with the CEO's of the major investing Network Member Organisations to seek support for the proposed changes to Healthy Waterways' governance structure. These meetings were held in November 2013 and February 2014. All were supportive of the proposed changes.

The supported draft amendments, a background brief, and all relevant documentation, has since been provided to all investing network representatives.

The Network Committee was briefed on the proposed changes at the Network Committee.

Next steps

The Network Committee is now requested to commence your own internal process for the following:

1. approval of the amendments within your Organisation
2. becoming a member of the Healthy Waterways Ltd Company (for those not currently Company members)

A special general meeting of the Network will be called in mid-April to seek your formal approval of constitutional amendments by special majority of Network Committee. Immediately following this meeting a special general meeting will be called seeking approval from Company Members. A timeline was circulated to Network Members with the 25 February Network papers, this outlines the next steps.

If any Network member would like to discuss the proposed amendments in more detail, please do not hesitate to contact me to arrange a time for me to meet with you.

Similarly, if you have any questions or concerns, please do not hesitate to contact me.

Kind regards,

A blue ink handwritten signature, appearing to read 'Julie McLellan', with a circular flourish at the end.

Julie McLellan
Chief Executive Officer



Healthy Waterways

Network Rules



Table of contents

1	Definitions and interpretation	4
2	Paramountcy	4
3	Objectives	4
4	Entitlements of Membership	4
5	Undertakings of Members	5
6	Role of the Company	5
7	Network meetings and fora	6
8	Provision of Company Documents and Reports	6
9	Projects	7
10	Access to Location of Network Activities	8
11	Background Intellectual Property	8
12	Healthy Waterways IP	9
13	Confidentiality	11
14	Publications and Public Announcements	12
15	Privacy	12
16	Students	13
17	Effect of withdrawal or expulsion from the Company	14
18	Insurance	15
19	Settlement of Disputes	15
20	Force Majeure	15
21	Waiver	16
22	Conflicts of Interest	16
23	Amendment of Network Rules	16
24	Goods and Services Tax	16
	Appendix 1 – Definitions and interpretation	17
	Attachment A – Healthy Waterways Project Terms and Project Schedule	24
1	Dictionary	24
2	Paramountcy	25
3	Application of Network Rules	25
4	Project	25
5	Term	25
6	Payment and Project Contributions	25
7	Project Management	26
8	Reporting and Milestones	26



9	Deliverables	27
10	Project Review	27
11	Project Variation	27
12	Background Intellectual Property	28
13	Project Outcomes	28
14	Withdrawal from the Project	28
15	Contributed Personnel	29
16	Contributed Assets	29
Attachment B – Healthy Waterways Trade Marks		32



1 Definitions and interpretation

- 1.1 The words and phrases used in the Network Rules have the meanings set out at Appendix 1 to the Network Rules.
- 1.2 In the interpretation of the Network Rules, unless the context otherwise requires, the interpretation rules set out at Schedule 1 apply.

2 Paramountcy

- 2.1 The Network Rules are to be consistent with and read together with the Constitution. If there is any inconsistency between the Network Rules and the Constitution, the provisions of the Constitution prevail.

3 Objectives

- 3.1 The Members will assist the Company to discharge the Objects set out in clause 4 of the Constitution.
- 3.2 The Objects will be delivered through activities such as:
- (a) active participation by the Parties in the Network Activities;
 - (b) promotion of the Healthy Waterways Network and the Network Activities by the Parties;
 - (c) development and conduct of Projects consistent with the Network Activities; and
 - (d) dissemination of Healthy Waterways IP in accordance with the Network Rules.

4 Entitlements of Membership

- 4.1 In addition to the rights described in the Constitution, a Class A Member:
- (a) will be granted a non-exclusive, royalty-free, worldwide, non-transferable licence (but not the right to sublicense) to use and display the Healthy Waterways Trade Marks in accordance with the Trade Mark Guidelines;
 - (b) subject to clauses 12 and 13, any relevant Project Schedule and not prejudicing the ability of the Company to seek appropriate protection for Intellectual Property rights in the Healthy Waterways Data and Healthy Waterways IP, Reports and Deliverables:
 - (i) will be granted a non-exclusive, worldwide, non-transferable licence to use Healthy Waterways IP for internal purposes other than Commercialisation;
 - (ii) will be granted a non-exclusive, worldwide, non-transferable licence to use Healthy Waterways Data for any purposes; and
 - (iii) will be granted a non-exclusive, worldwide, non-transferable licence, including a right of sublicense, to use Reports and Deliverables from Healthy Waterways Projects for internal purposes other than Commercialisation;



- 4.2 In addition to the rights described in the Constitution, a Class B Member receives regular newsletters and access to online Healthy Waterways Network resources.

5 Undertakings of Members

- 5.1 Each Member will:
- (a) diligently support or conduct the Network Activities in pursuit of the Objects and observe and perform its obligations set out in the Network Rules;
 - (b) keep the Company and other Members informed about the results of Projects and, to the extent permitted by a Member's confidentiality obligations and internal rules, regulations and policy requirements, about new opportunities to conduct Projects;
 - (c) subject to clause 14, publicise and promote the Healthy Waterways Network so as to make its role widely known within each Member's organisation and to the public generally;
 - (d) encourage other persons to join the Healthy Waterways Network and participate in Network Activities;
 - (e) not do or cause or permit to be done any act, matter or thing whereby any Party's rights to Background Intellectual Property, Healthy Waterways IP or Commissioned Project IP could be jeopardised in any way;
 - (f) not unreasonably delay any action, approval, direction, determination or decision which is required of it under the Network Rules or Constitution;
 - (g) act in good faith with respect to the Company and each other Member; and
 - (h) ensure that its employees, agents, officers and other representatives involved in any way with the Healthy Waterways Network, give full force and effect to and honour the terms of the Network Rules.

6 Role of the Company

- 6.1 The Company will operate, manage and administer the Healthy Waterways Network in accordance with the Constitution and the Network Rules including:
- (a) overseeing and participating in the conduct of the Network Activities and the meeting of the Objects;
 - (b) approving, monitoring and, if required, initiating protocols or procedures for the development, management and implementation of Network Activities;
 - (c) approving Network Activities to be undertaken and monitoring progress of Network Activities being undertaken;
 - (d) preparing the Annual Report, the Network Strategic Plan, the Business Plan and the Annual Budget for the conduct of the Network Activities;
 - (e) determining and implementing procedures for sourcing and accepting contributions, donations, grants and money generally to be applied towards the conduct of the Network Activities;



- (f) administering the financial requirements of the Healthy Waterways Network; and
 - (g) carrying out such other necessary and incidental functions as are ascribed to the Company under the Constitution and in furtherance of the Objects.
- 6.2 The Company must ensure that the CEO:
- (a) acts as chief executive officer of the Company and attends all Board meetings in person or, if unable to attend in person, sends a representative to act in his or her place;
 - (b) is the person primarily responsible for overseeing the carrying out of the Network Activities in accordance with the Network Strategic Plan and the Business Plan;
 - (c) under the strategic direction of the Board, is responsible for the day-to-day management of the Healthy Waterways Network; and
 - (d) facilitates interaction of the Company, Members and other key stakeholders;

7 Network meetings and fora

- 7.1 Once each Financial Year, the Company must convene a meeting open to all Members (“Annual General Meeting”).
- 7.2 The purpose of the Annual General Meeting is to report to the Members on the activities of the Company, including the Network Activities undertaken in the previous Financial Year.
- 7.3 The Company will facilitate discussion and interaction between the Members, key stakeholders and the Board through the establishment of permanent and/or ad hoc steering groups, roundtables and other fora.

8 Provision of Company Documents and Reports

- 8.1 The Company must:
 - (a) make available to the Members, a copy of the current Network Strategic Plan;
 - (b) make available to the Class A Members, a copy of the Business Plan and the Annual Budget; and
- 8.2 The Company must, within six (6) months after the end of each Financial Year, provide an annual written report to the Members on the Network Activities conducted in the previous Financial Year, including information regarding:
 - (a) Projects undertaken;
 - (b) progress in relation to the Network Strategic Plan and the Business Plan;
 - (c) achievements that are material to the fulfilment of the Objectives;
 - (d) use and dissemination of the Healthy Waterways IP; and
 - (e) a copy of the Financial Statements of the Company.



- 8.3 Without limiting the obligations of the Company under the *Corporations Act 2001* (Cth), the Company must, within four (4) months of the end of each Financial Year, prepare Financial Statements on the financial position of the Company, including:
- (a) the income and expenditure of the Company during the Financial Year;
 - (b) its assets and liabilities as at the end of the Financial Year; and
 - (c) a cashflow statement.
- 8.4 Members must provide the information and such other assistance and cooperation as reasonably requested by the Company to enable the preparation of the reports required under the Network Rules.
- 8.5 Each Class A Member and its nominated employees, agents and auditors will be entitled at all reasonable times to inspect and have provided to them as soon as reasonably practicable, but in any event within 10 Business Days of receipt of notice by the Company, copies of all documents, records and accounts under the control of the Company relating to the Network Activities and the Healthy Waterways Network at the expense of the Class A Members together with such explanations as the Class A Member may reasonably require.
- 8.6 The Annual Report prepared for Members under clause 8.2 may be sent to Members by post or email or by providing the Members with access to a web version.

9 Projects

- 9.1 The Network Activities may be carried out through discrete Projects. Projects will either be Healthy Waterways Projects or Commissioned Projects and will be established in accordance with this clause 9.

Healthy Waterways Projects

- 9.2 The agreement for a Healthy Waterways Project will consist of:
- (a) a completed Project Schedule signed by the Company and the Project Participants; and
 - (b) the Healthy Waterways Project Terms.
- 9.3 Healthy Waterways Projects are to be carried out under the Healthy Waterways Project Terms and any variations approved under clause 9.4.
- 9.4 Any variation to the Healthy Waterways Project Terms for a particular Healthy Waterways Project must be approved by the Company and set out in the relevant Project Schedule.
- 9.5 Approval of Healthy Waterways Projects and Commissioned Projects will be in accordance with policies established by the Board.

Commissioned Projects

- 9.6 Commissioned Projects may be entered into:
- (a) by the Company and the Commissioning Party only, provided that the Project Participants have agreed the terms of the Commissioned Project Agreement, in which case the Company may subcontract the Project



Participants to conduct the Commissioned Project through completion and execution of a Project Schedule; or

- (b) by the Company, the Commissioning Party and the Project Participants.
- 9.7 The Company must use reasonable efforts to ensure that the details of the Commissioned Project Agreement address the matters listed in the template Project Schedule in Attachment A to the Network Rules.
- 9.8 Where a Project requires the involvement of persons outside the Healthy Waterways Network, the Company may enter into a contract with those persons to procure their involvement in the Project. The relevant Project Schedule or Commissioned Project Agreement will include any special conditions which may be required relating to the involvement of those persons.

10 Access to Location of Network Activities

- 10.1 The Network Activities may be conducted at the premises of the Company, Members and such other locations recommended by the Board and agreed with the owner or occupier of the approved location.
- 10.2 Subject to clause 10.3, each Member must at all reasonable times, and within 14 days of receipt of notice, allow the Company and its Directors, officers, employees, agents and contractors to:
- (a) access the part of the Member's premises where the Network Activities are being conducted and view the performance of the Network Activities; and
 - (b) access, inspect and copy material, records, accounts and other financial material relevant to the Network Activities, including for the purposes of an audit.
- 10.3 A Member granting access ("Host") to the Company, or its Directors, officers, employees, agents or contractors, may impose as a condition, that the Company's Directors, officers, employees, agents or contractors:
- (a) comply with the Host's reasonable policies and guidelines relating to accessing the premises, including in relation to security and occupational health and safety; and
 - (b) observe reasonable obligations of confidentiality and non-disclosure that protect the interests of the Host and any other party to whom the Host may owe obligations of confidentiality.

11 Background Intellectual Property

- 11.1 A reference to a Party's Background Intellectual Property under this clause 11 includes Background Intellectual Property of the Company which is made available for the Network Activities by the Company.
- 11.2 A Party may, either under a Project Schedule or by notice to the CEO, make its Background Intellectual Property available to the Network Activities on such terms and conditions as the Party determines, including any restrictions on the use of that Background Intellectual Property. The Company will record those terms and conditions in the register of Background Intellectual Property under clause 11.5.



- 11.3 Each Party represents and warrants to each other Party that, as at the time of making the Background Intellectual Property available under clause 11.2:
- (a) to the best of its knowledge and belief it is entitled to make the Background Intellectual Property available on the terms and for the purposes the same is offered;
 - (b) except to the extent disclosed to the other Parties at the time of making the Background Intellectual Property available, that Background Intellectual Property is not encumbered in a way which prevents the same being used on the terms it has been made available; and
 - (c) it will not assign, encumber or otherwise deal with, dispose of or use the Background Intellectual Property in a manner inconsistent with the terms on which the Background Intellectual Property has been made available by the Party under this clause 11.
- 11.4 The Parties acknowledge and agree that the Background Intellectual Property will remain the property of the Party that made the Background Intellectual Property available for the Network Activities.
- 11.5 The Company must maintain a register recording all Background Intellectual Property made available by a Party for Network Activities.
- 11.6 Subject to strict compliance with these Network Rules and Parties not prejudicing the ability of the owner of Background Intellectual Property to seek appropriate protection for Background Intellectual Property, each Party has a non-exclusive, royalty-free, worldwide, non-transferable licence to use any other Party's Background Intellectual Property to undertake the Network Activities excluding Commercialisation.
- 11.7 Where it is necessary for the conduct of the Network Activities, the Company may grant to a third party a non-exclusive royalty-free, worldwide, non-transferable sublicense to use a Member's Background Intellectual Property, which has been made available under clause 11.2, for the purposes of the Network Activities excluding Commercialisation.
- 11.8 The Parties agree:
- (a) to take all necessary steps to protect the other Parties' Background Intellectual Property;
 - (b) to give each other prompt notice of any infringement of the other Parties' Background Intellectual Property that comes to their notice; and
 - (c) to give all assistance which the owner of Background Intellectual Property, to whom notice has been given under clause 11.8(b), may reasonably require in order to protect the Background Intellectual Property provided that the Party requiring the assistance reimburses the Party providing the assistance for all associated reasonable costs and expenses.

12 Healthy Waterways IP

- 12.1 Subject to any variations set out in a Project Schedule, the outcomes of the Network Activities will be owned as follows:



- (a) the Reports and copyright in those Reports will be owned by the Company;
 - (b) the Deliverables will be owned by the Company;
 - (c) any Healthy Waterways IP will be owned by the Company;
 - (d) Commissioned Project IP will be owned in accordance with the Commissioned Project Agreement and any relevant Project Schedule;
 - (e) Healthy Waterways IP produced by students will be owned in accordance with arrangements established under clause 16; and
 - (f) the Healthy Waterways Trade Marks will be owned by the Company.
- 12.2 Subject to clauses 13, 14 and any relevant Project Schedule, the Company, at its discretion, will place any Healthy Waterways IP in the public domain in such a manner as to:
- (a) ensure that the maximum benefits accrue to Australia; and
 - (b) facilitate better decision making,
- on terms similar to the Government Information Licensing Framework.
- 12.3 The Company will use reasonable endeavours to secure as part of the terms of a Commissioned Project Agreement a right to grant:
- (a) to a Class A Member; and
 - (b) to a Class B Member, but only in respect of Commissioned Project IP generated in a Commissioned Project in which the Class B Member is a Project Participant,
- a non-exclusive, royalty-free, worldwide, non-transferable right to use, reproduce and adapt Commissioned Project IP:
- (c) for the Network Activities; and
 - (d) in the ordinary business operations of the Investor Network Participant or the Contributing Network Participant, excluding Commercialisation.
- 12.4 Each Party will cooperate with each other Party and promptly do all acts and execute all documents that may be necessary or desirable to vest ownership of the Reports, the Deliverables, the Healthy Waterways IP and the Commissioned Project IP in accordance with this clause 12.
- 12.5 Each Member will on request from the Company:
- (a) provide the Company with information regarding the Healthy Waterways IP and the Commissioned Project IP; and
 - (b) give the Company access to all records and information in its possession in relation to the Healthy Waterways IP and the Commissioned Project IP.
- 12.6 Each Party must use its reasonable efforts to ensure that its employees, agents and sub-contractors participating in the Network Activities identify the Healthy Waterways IP and Commissioned Project IP generated or developed by such person and must:
- (a) properly communicate details of it to the CEO;



- (b) promptly do all acts and things and execute all documents necessary or required for vesting ownership of the Healthy Waterways IP and Commissioned Project IP under clause 12.4; and
 - (c) maintain the confidentiality and do nothing to prejudice the interests of the Company in the Healthy Waterways IP or any interests of a third party in Commissioned Project IP.
- 12.7 Net returns arising from the Commercialisation of the Healthy Waterways IP and, subject to the Commissioned Project Agreement, Commissioned Project IP by the Company will be retained by the Company to be utilised for the Network Activities.
- 12.8 The Company will maintain a register of Healthy Waterways IP and Commissioned Project IP.

13 Confidentiality

- 13.1 Subject to clause 13.4, each Party agrees to keep confidential and not disclose to any person Confidential Information of another Party disclosed to it or which becomes known to it through the conduct of the Network Activities.
- 13.2 The onus of showing that information is not Confidential Information will rest on the receiving Party.
- 13.3 Each Party must use reasonable efforts:
- (a) to ensure that the Party and the Party's employees, agents, consultants, advisers and contractors who participate in the Network Activities or acquire access to Confidential Information, comply with the obligations of confidentiality and use as if parties to the Network Rules; and
 - (b) to minimise the risks of disclosure of Confidential Information by any of the abovementioned employees, agents, consultants, advisers or contractors who cease to be employed or contracted by the Party and to ensure they continue to be bound by such obligations of confidentiality.
- 13.4 Each Party may:
- (a) use Confidential Information of another Party only for the purposes of the Network Activities and as restricted by any conditions on the use of the Confidential Information placed by the Party who owns the Confidential Information;
 - (b) disclose Confidential Information to its:
 - (i) employees, agents, consultants, contractors and students;
 - (ii) directors and officers; and
 - (iii) legal, financial and other professional advisers,who have a need to know for the purposes of the Network Activities (and only to the extent that each has a need to know and subject to any conditions placed by the Party who owns the Confidential Information), provided that the disclosure is made subject to an obligation of confidentiality on the same terms as this clause 13;



- (c) use and disclose Confidential Information where authorised under a Project Schedule or a Commissioned Project Agreement;
- (d) disclose Confidential Information to the extent required by law, subject to giving prior notification to the Party whose Confidential Information is required to be disclosed; and
- (e) if the Member is the State of Queensland or a local authority or a statutory body of the State of Queensland, disclose Confidential Information to its responsible Minister or in response to a request by a House, Council or a committee of the Parliament or Council or to the Auditor-General.

13.5 The obligations of confidentiality imposed on a Party under this clause 13 survive cessation of the Healthy Waterways Network or a Member's expulsion or withdrawal from the Company until such time as the Confidential Information is no longer confidential.

14 Publications and Public Announcements

- 14.1 The Members and the Company acknowledge that the sharing of information, subject to any confidentiality obligations, is a fundamental aspect of the Healthy Waterways Network.
- 14.2 Subject to clauses 13, 14.3, 14.5 and 14.6, and to any restrictions set out in a Commissioned Project Agreement or relevant Project Schedule, a Member may publish the results of its own work arising from the Network Activities. Publications will include institutional affiliations of authors as well as an acknowledgement that the work was carried out under the auspices of the Healthy Waterways Network.
- 14.3 The Board will determine guidelines for the making of publications, public disclosures and public announcements relating to the Network Activities, which guidelines will recognise the desire of Members to publicise their participation in the Healthy Waterways Network and the obligations of confidentiality set out in clause 13.
- 14.4 The Parties will comply with the guidelines developed by the Board under clause 14.3.
- 14.5 The Parties acknowledge and agree that the prime responsibility for public announcements in relation to Network Activities vests in the Company.
- 14.6 A Party (other than the Company) must not make any publications, public disclosures or public announcements on behalf of the Company or in relation to the Network Activities outside of the guidelines established by the Board without first obtaining the approval of the CEO.

15 Privacy

- 15.1 Each Party must comply with its obligations under the *Privacy Act 1988* (Cth) and the relevant privacy laws of every Party's State or Territory ("Privacy Legislation").
- 15.2 If a Party has no obligations under the Privacy Legislation, the Party must ensure that it has procedures in place to deal with Personal Information



received, created or held by the Party under the Network Rules or a Project Agreement.

15.3 The procedures referred to in clause 15.2 must at least comply with the National Privacy Principles under the *Privacy Act 1988* (Cth).

15.4 A Party must:

- (a) only use Personal Information received, created or held by the Party under the Network Rules or a Project Agreement (“Party-held Personal Information”) to meet its obligations under the Network Rules or Project Agreement;
- (b) ensure that any person, who accesses Party-held Personal Information with the Party’s approval, is aware of, and gives a written undertaking to comply with this clause 15;
- (c) ensure that any subcontract made under the Network Rules or Project Agreement enforceable obligations requiring the subcontractor to comply with this clause 15; and
- (d) cooperate with reasonable requests or inquiries made by the Federal Privacy Commissioner, the Commonwealth or the relevant State in respect of the management of Party-held Personal Information.

16 Students

16.1 The Parties acknowledge that any enrolled student of a university who may take part in the Network Activities is bound by the statutes, regulations, rules and procedures of the relevant university governing the submission and presentation of theses and other material for examination in the course for which such student is enrolled (“University Rules”) and the University Rules will always prevail over the Network Rules to the extent that the Network Rules conflict with University Rules.

16.2 The Network Rules do not affect the operation of the *Copyright Act 1968* (Cth) in relation to copyright in any student’s thesis provided that the Company must obtain from the enrolling university and the student a licence for the Company (with a right to grant sublicences) to use, reproduce and adapt the thesis as necessary or convenient to conduct the Network Activities and for the use, dissemination and Commercialisation of the Healthy Waterways IP.

16.3 The Company may require as a condition of a student’s involvement in the Network Activities that the student enter into a written agreement with the enrolling university that sets out the terms of the student’s involvement. The terms of the agreement must be consistent with the terms of the University Rules and, subject to clause 16.1, the Network Rules.

16.4 Any agreement entered into with a student under clause 16.3 must be consistent with the following principles:

- (a) copyright in a student’s thesis will belong to the student;
- (b) any restrictions on the right to publish a student’s thesis will only be those reasonably necessary to protect the Background Intellectual Property of the Parties, the Healthy Waterways IP and the Commissioned Project IP and any restrictions on publication of the Healthy Waterways IP must not exceed 18 months from the date of submission of the student’s thesis;



- (c) subject to clause 16.4(d), the right of a student to have any thesis examined must not be inhibited; and
- (d) an examiner of a thesis may be required to provide appropriate acknowledgement of confidentiality to protect Confidential Information, Background Intellectual Property, Healthy Waterways IP and Commissioned Project IP.

17 Effect of withdrawal or expulsion from the Company

17.1 If the Member is expelled or withdraws from the Company under clause 7.1 then, in addition to the effects set out in clause 7.2 of the Constitution:

- (a) any licence to its Background Intellectual Property granted under clause 11 or under a Commissioned Project Agreement continues on the same terms on which it was granted to the extent necessary to allow the remaining Members and the Company to conduct the Network Activities;
- (b) in the case of a Class A Member, the right to use the Healthy Waterways IP and the Commissioned Project IP specified in clause 12.3 is a right to use the Healthy Waterways IP and Commissioned IP as available at the date the expulsion or withdrawal takes effect;
- (c) in the case of a Class B Member, any rights of use granted under clause 12.3 immediately cease;
- (d) the right to use the Healthy Waterways Trade Marks immediately ceases;
- (e) except for the purposes of this clause 17.1, the Member ceases to be a member of the Healthy Waterways Network and subject to these Network Rules;
- (f) the expulsion or withdrawal does not affect the enforceability of any other rights or obligations the Parties have accrued at that time;
- (g) there will be no entitlement to any refund of any part of any membership or subscription fees paid by the Member;
- (h) unless the Board otherwise resolves, the Member must continue to participate in and provide contributions to any current Project in which it is involved on the terms of the Network Rules and the relevant Project Schedule or Commissioned Project Agreement; and
- (i) the expulsion or withdrawal does not relieve the Member of the obligations imposed on it under this clause 17 and clauses 13 [Confidentiality], 14 [Publications etc], 18 [Insurance], 19 [Settlement of Disputes] or the obligations assumed before the date of termination in respect of clauses 11 [Background Intellectual Property] and 12 [Healthy Waterways IP].

17.2 Withdrawal or expulsion of any Member does not relieve the remaining Members of their obligations under the Network Rules. Remaining Members must continue to conduct the Network Activities and perform the terms of the Network Rules.



18 Insurance

- 18.1 Each Member is responsible for effecting and maintaining any insurance policies that the Member considers appropriate in respect of its participation in the Healthy Waterways Network and the performance of its obligations under the Network Rules.
- 18.2 The Company will effect such insurances as determined by the Board to cover its role in relation to the Healthy Waterways Network and the performance of its obligations under these Network Rules, including public liability insurance, professional indemnity insurance and directors' and officers' liability insurance.

19 Settlement of Disputes

- 19.1 If a dispute arises between the Parties ("Dispute"), the Parties agree to negotiate in good faith to resolve the Dispute, including participating in any dispute resolution process or protocols established by the Board and the Network Committee.
- 19.2 If the Dispute has not be resolved by negotiation within thirty (30) days using the processes or protocols referred to in clause 19.1, then any Party to the Dispute may refer the Dispute to mediation and will do so before initiating proceedings in a court to resolve the Dispute.
- 19.3 A Dispute that is referred to mediation will be referred to the Institute of Arbitrators and Mediators ("IAMA") and will be conducted in Brisbane, Queensland in accordance with the IAMA mediation and conciliation rules.
- 19.4 If the Dispute has not been resolved with forty (40) days of referral to IAMA any Party to the Dispute may initiate proceedings in a court.
- 19.5 Nothing in this clause prevents a Party from seeking urgent interlocutory relief through courts of appropriate jurisdiction.

20 Force Majeure

- 20.1 In this clause 20, Force Majeure means:
- (a) war, whether declared or undeclared, revolution or act of public enemies;
 - (b) riot or civil commotion;
 - (c) strike, stoppage, ban, limitation on work or restraint of labour;
 - (d) act of God;
 - (e) fire, explosion, flood, storm, tempest, landslide or washaway;
 - (f) act of restraint of any governmental, semi-governmental or other public or statutory authority; and
 - (g) any order of any court,
- in so far as the event could not have been overcome, prevented or remedied by the exercise of reasonable care by a Party and is not otherwise dealt with under the Network Rules.
- 20.2 No Party will be liable in any circumstances for any failure to perform its obligations under the Network Rules where such failure is due to any cause of Force Majeure beyond the Party's reasonable control.



20.3 Each Party must use all reasonable efforts:

- (a) to comply with the Party's obligations under the Network Rules despite the intervention or occurrence of any such cause of Force Majeure;
- (b) to cure the cause of Force Majeure, if possible; and
- (c) as soon as the cause of Force Majeure ceases to have effect on performance of the Party's obligations under the Network Rules, resume compliance with those obligations.

21 Waiver

21.1 A waiver by a Party of any rights arising from a breach or non-observance by any other Party of a term of the Network Rules does not waive any rights arising from any subsequent continuation of that breach or non-observance, or any further or other breach or non-observance of the same or any other term of the Network Rules.

22 Conflicts of Interest

22.1 The phrase "conflict of interest" in this clause 22 means a conflict of interest that is likely to interfere with or restrict the ability of the Member to either meet its obligations under the Network Rules or, to carry out the Network Activities it is involved in, fairly and independently.

22.2 Each Member warrants to the other Members that, to the best of its actual knowledge and belief as at the date that Member joined the Company, there is no conflict of interest.

22.3 If a Member has a conflict of interest, the Member must disclose the conflict to the Company and use all reasonable efforts to remove the conflict.

23 Amendment of Network Rules

23.1 The Network Rules may be amended only by:

- (a) a resolution of the Board; and
- (b) a special resolution of the Company in general meeting.

24 Goods and Services Tax

24.1 If any GST is payable in respect of the supply under these Network Rules, then the Party making the supply (the "Supplier") will provide a tax invoice to the Party paying for the supply ("Recipient") and the amount payable by the Recipient is to be increased so that the Supplier receives an amount ("Increased Price") which, after subtracting the GST liability of the Supplier on that Increased Price, results in the Supplier retaining the original amount payable to the Supplier.



Appendix 1 – Definitions and interpretation

Definitions

Annual Budget	means the annual budget for the conduct of the Network Activities prepared by the Company and approved by the Board.
Annual Report	means the annual report to be provided by the Company to the Members under clause 8.2.
Background Intellectual Property	means Intellectual Property which is: <ul style="list-style-type: none">(a) made available to the Network Activities by a person and which has been adequately identified to the Company by that person before being made available; and either(b) in existence at the Commencement Date; or(c) brought into existence after the Commencement Date other than as a result of the performance of the Network Activities.
Board	means the board of directors of the Company.
Business Day	means any day other than Saturdays, Sundays and public holidays in Brisbane, Queensland.
Business Plan	means the business plan developed on a three (3) year rolling basis and reviewed annually, for the operation of the Company, and in particular how the Company contributes to achieving the Network Strategic Plan, approved by the Board.
CEO	means the person appointed by the Board to act as chief executive officer of the Company.
Commencement Date	means 1 November 2010. [1]
Commercialisation	in relation to Intellectual Property, means to: <ul style="list-style-type: none">(a) manufacture, distribute, market, hire or sell the Products or any part of them to a third party for a fee;(b) offer to manufacture, distribute, market, hire or sell the Product or any part of them to a third party for a fee;(c) provide or offer Services to a third party for a fee; or(d) licence, sublicense, joint venture or make any other similar arrangement with any third party to do any of those things.



Commissioned Project	means a Project that has been specifically commissioned and funded by a person, or that the relevant Parties have decided will be undertaken as a Commissioned Project.
Commissioned Project Agreement	means an agreement for the conduct of a Commissioned Project entered into between the Company and the Commissioning Party and in some instances the Project Participants.
Commissioned Project Deliverables	means the deliverables of a Commissioned Project specified in the relevant Commissioned Project Agreement.
Commissioned Project IP	means the Intellectual Property generated or created from the conduct of a Commissioned Project.
Commissioned Project Report	means all reports provided to the Company in relation to a Project in accordance with the relevant Commissioned Project Agreement.
Commissioning Party	means the person who commissions and funds a Commissioned Project.
Company	means Healthy Waterways Ltd ACN 137 943 554.
Confidential Information	means all information which is: <ul style="list-style-type: none">(a) by its nature confidential;(b) indicated by one of the Parties to be confidential;(c) reasonably likely to be of a confidential nature, including: <ul style="list-style-type: none">(d) technical, strategic or commercial information of a Party;(e) information concerning Intellectual Property of a Party;(f) information the disclosure of which could prejudice the registration, Commercialisation or value of Intellectual Property; and(g) all trade secrets and all financial accounting, marketing and any other information belonging to, used by or relating to any Party in the conduct of its business operations, but excluding: <ul style="list-style-type: none">(h) the interpretation, analysis and application of general information in the



- public domain;
- (i) information that, before disclosure, is in the public domain or in published literature or after disclosure becomes part of the public domain or is published other than as a result of a breach of these Network Rules;
- (j) information that is received by the recipient of the Confidential Information under these Network Rules (“Recipient”) from a third party without any obligation to hold in confidence and which has not been obtained by that third party directly or indirectly from the person disclosing it under these Network Rules (“Discloser”);
- (k) information that is independently developed by an employee or officer engaged by the Recipient while having no knowledge of the Discloser’s Confidential Information; or
- (l) information the Discloser has identified in writing to the Recipient as being released from the obligation of confidentiality.

Constitution	means the constitution of the Company.
Deliverables	means the deliverables of a Project specified in the relevant Project Schedule to a Healthy Waterways Project Terms Agreement.
Director	means a director of the Company.
Financial Statements	means the financial statements to be prepared by the Company under clause 8.3.
Financial Year	means a period of 12 months beginning on 1 July and ending on 30 June the following year.
Force Majeure	means an event described in clause 20.
Government Information Licensing Framework	means the Queensland Government open content licensing framework.
GST	has the meaning given to that term in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Healthy Waterways Data	means all Ecosystem Health Monitoring Program (EHMP) sampling data generated or created under the EHMP contracts between the Company and the State of Queensland through its Department of Environment and Resource Management.
Healthy Waterways IP	means all Intellectual Property and know-how



	generated or created from the Network Activities other than Commissioned Project IP, including Project Reports and Deliverables from a Healthy Waterways Project Terms Agreement subject to any variations in a Project Schedule (but excluding Commissioned Project Reports and Commissioned Project Deliverables).
Healthy Waterways Trade Marks	means the trade marks identified in Attachment B to the Network Rules.
Healthy Waterways Network	means the network of Members established under the Constitution and the Network Rules.
Healthy Waterways Project	means a Project that is not a Commissioned Project.
Healthy Waterways Project Terms	means the terms on which a Healthy Waterways Project will be carried out by the Project Participants as set out in Attachment A to the Network Rules.
Healthy Waterways Project Terms Agreement	means an agreement comprising the Healthy Waterways Terms and a Project Schedule.
Intellectual Property	includes all copyright, all rights in relation to inventions (including patents), registered and unregistered trade marks (including service marks), registered designs, confidential information and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields and all other rights with respect to intellectual property as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967.
Machinery of Government Change	means a transfer of responsibility, function or operations either wholly or partly, from a Queensland Government department or agency or Queensland Government body to another Queensland Government department or agency or Queensland Government body.
Network Activities	means the activities of the Healthy Waterways Network undertaken by the Parties under the Constitution and the Network Rules to fulfil the Objects.
Network Rules	means these rules and all schedules and annexures to these rules
Network Strategic Plan	means the strategic plan developed on a three (3) year rolling basis, for the conduct of the Network Activities approved by the Board.
Objects	means the objects of the Company set out in clause 4 of the Constitution.
Parties	means the Members and the Company and “ Party ”



	means any one of them.
Personal Information	has the meaning given to that term in the <i>Privacy Act 1988</i> (Cth).
Product	in relation to Intellectual Property, means any process, product, article or thing that is made using, or incorporates, that Intellectual Property or any part of that Intellectual Property.
Project	means a discrete research, education or training project or activity carried out as part of the Network Activities under clause 9.
Project Agreements	means the Healthy Waterways Project Terms Agreements and the Commissioned Project Agreements.
Project Participant	means a Member or third party who will carry out or contribute to a particular Project as set out in the relevant Project Schedule or Commissioned Project Agreement.
Project Reports	means all reports provided to the Company in relation to a Project in accordance with the relevant Project Schedule.
Project Schedule	means the pro-forma schedule set out in Schedule 2 which sets out the details of the Project to be carried out, which is to be completed for each Healthy Waterways Project Terms Agreement proposed project under clause 9.
Report	means an Annual Report or a Project Report.
SEQ Healthy Waterways Vision	Healthy Waterways will be recognised as an organisation that enhances regional collaboration to support decision making, inform policy and inspire collective action for effective catchment management.
Services	means services that are based on or use the Products or the relevant Intellectual Property.
Trade Mark Guidelines	means the guidelines issued by the Board from time to time governing the use and display of the Healthy Waterways Trade Marks.

Interpretation

In the Network Rules, unless the contrary intention appears:

- (a) Headings are for ease of reference only and do not affect the meaning of the Network Rules and do not form part of the clause.
- (b) The singular includes the plural and vice versa and words importing a gender include other genders.



- (c) Words used in the Network Rules and defined in the dictionary will have the meaning set out in the dictionary. Other grammatical forms of defined words or expressions have corresponding meanings.
- (d) A reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to the Network Rules and a reference to the Network Rules includes any schedules and annexures attached to the Network Rules.
- (e) A reference to a document or agreement, including the Network Rules, includes a reference to that document or agreement as novated, altered or replaced from time to time.
- (f) A reference to "\$", "\$A", "dollar" or "A\$" is a reference to Australian currency.
- (g) All monetary amounts are exclusive of GST, unless expressed otherwise.
- (h) A reference to a specific time for the performance of an obligation is a reference to that time in the State, Territory or other place where that obligation is to be performed.
- (i) A reference to a right includes a benefit, remedy, authority, discretion and power;
- (j) A reference to a Party includes its executors, administrators, successors and permitted assigns and if more than one, includes those persons jointly and each of them severally, their respective executors administrators and assigns.
- (k) A reference to a government department includes its successor departments under any Machinery of Government Change.
- (l) Words importing the whole of the matter or thing include a part of the matter or thing.
- (m) Words and expressions importing natural persons include partnerships, bodies corporate, associations (whether incorporated or not), firms, joint ventures, trusts, authorities, governments and governmental, semi-governmental and local authorities and agencies.
- (n) A reference to a 'subsidiary' of a body corporate is to a subsidiary of that body corporate in accordance with Pt 1.2 Div 6 of the *Corporations Act 2001* (Cth).
- (o) A reference to any legislation or statutory instrument or regulation is construed in accordance with the *Acts Interpretation Act 1901* (Cth) or the equivalent State legislation, as applicable, and includes a reference to an enactment, amendment or consolidated statute and any enactment substituted for the enactment and all legislation and statutory instruments issued under, such legislation or provision.
- (p) Words and expressions defined in the *Corporations Act 2001* (Cth) as at the Commencement Date have the meanings given to them in the *Corporations Act 2001* (Cth) at that date.
- (q) Any provision in the Network Rules stating that a Party "must" do something or "must" not do something should be read and construed as an agreement by that Party to do or not to do the matter or thing referred to.
- (r) Each clause in the Network Rules is not, except where expressly provided, limited in meaning or effect by any other clause in the Network Rules.



- (s) A reference to writing includes typewriting, printing, lithography, photography and any other method of representing or reproducing words, figures or symbols in a permanent and visible form.
- (t) Any agreement, covenant, obligation, representation, undertaking, indemnity, guarantee or warranty entered into by a Party for or with another person binds them severally and an agreement, covenant, obligation, representation, undertaking, indemnity, guarantee or warranty in favour of a Party for or with another person is for the benefit of them severally. A release given to the other person does not release the Party from any other obligation. The granting of time or another indulgence to another person will not release the Party of its obligations under the Network Rules.
- (u) If the day on which:
 - (i) anything, other than a payment, is to be done is not a Business Day, that thing must be done on the preceding Business Day;
 - (ii) a payment is to be made is not a Business Day it must be made on the next Business Day but if the next Business Day falls in the next calendar month it must be made on the preceding Business Day; and
 - (iii) if an act, other than a payment or the giving of a communication, is required to be done on a particular day and the act is done after 5:00pm on that day, it will be deemed to have been done on the following day.



Attachment A – Healthy Waterways Project Terms and Project Schedule

The Project Participants have agreed to observe the following terms when conducting Healthy Waterways Projects.

1 Dictionary

- 1.1 In these Terms, unless the context otherwise requires, the following definitions apply:
- (a) **Asset** means an item of real or personal property over \$5,000 in value but does not include Intellectual Property;
 - (b) **Background Intellectual Property** means Intellectual Property of the Project Participants described as 'Background Intellectual Property' in the Project Schedule;
 - (c) **BIP Participant** means the parties identified in the Project Schedule who will grant to the other Project Participants and the Company the non-exclusive licence to use their respective Background Intellectual Property as provided for in clause 12 of these Terms;
 - (d) **Budget** means the budget for the Project which is set out in the Project Schedule;
 - (e) **Commencement Date** means the date for the commencement of the Project set out in the Project Schedule;
 - (f) **Completion Date** means the date for the completion of the Project set out in the Project Schedule;
 - (g) **Contributed Personnel** means the persons identified in the Project Schedule as the personnel who will conduct the Project;
 - (h) **Deliverables** means the deliverables of the Project set out in the Project Plan;
 - (i) **Milestones** means the milestones of the Project set out in the Project Schedule;
 - (j) **Project** means the project to be carried out on in accordance with these Terms and the Project Schedule;
 - (k) **Project Contributions** means the contributions by the Project Participants and the Company described in the Project Schedule;
 - (l) **Project Fee** means the fee (if any) set out in the Project Schedule, to be paid by the Company to the Project Participants for the conduct of the Project;
 - (m) **Project Leader** means the person identified as such in the Project Schedule;
 - (n) **Project Outcomes** means all reports, Deliverables, and Intellectual Property produced in the conduct of the Project;
 - (o) **Project Plan** means the plan for the conduct of the Project set out in the Project Schedule;



- (p) **Special Terms** means any special terms applicable to a Project, set out in the Project Schedule; and
 - (q) **Terms** means these project terms in Schedule 2 and any amendments or Special Terms set out in the Project Schedule.
- 1.2 Words and phrases used in these Terms that also appear in Schedule 1 [Definitions and Interpretation], and that are not specifically defined in these Terms, will have the meaning given to those words and phrases in Schedule 1.

2 Paramourncy

- 2.1 Subject to clause 2.2, if there is an inconsistency between these Terms and the Network Rules, the Network Rules will, to the extent of that inconsistency, prevail.
- 2.2 If there is an inconsistency between the Special Terms and the Network Rules, the Special Terms, to the extent of the inconsistency, will prevail.

3 Application of Network Rules

- 3.1 Subject to clause 2.2, the Project Participants acknowledge and agree that:
 - (a) the conduct of the Project forms part of the Network Activities;
 - (b) all the provisions of the Network Rules that, expressly or by implication, apply to the conduct of Healthy Waterways Projects, will with any necessary amendment, be deemed to form part of these Terms; and
 - (c) these Terms will be read with and deemed to form part of the Network Rules.

4 Project

- 4.1 In consideration of:
 - (a) the payment of the Project Fee to the Project Participants by the Company under clause 6; and
 - (b) the making available to the Project by the Company of the Project Contributions,the Project Participants will conduct the Project in accordance with the Project Schedule, these Terms and the Network Rules.
- 4.2 The Project will be reviewed annually or as otherwise required by the Board.

5 Term

- 5.1 The Project will commence on the Commencement Date and, subject to clause 14 will be completed on the Completion Date unless otherwise agreed by the Project Participants and the Board.

6 Payment and Project Contributions

- 6.1 Each Project Participant must make available to the Project, its Project Contributions in accordance with the Project Schedule.
- 6.2 The Company must:



- (a) pay to the Project Participants the Project Fee; and
 - (b) make or procure the making of the Company's Project Contributions, in accordance with the Project Schedule.
- 6.3 The Company may withhold some or all of the Project Fee and Project Contributions if:
- (a) there has been a shortfall of work scheduled to be completed in any preceding quarter;
 - (b) the Project Participants have not complied with the Project Schedule, these Terms or the Network Rules in conducting the Project; and
 - (c) any Milestones to have been attained by the end of the preceding quarter were not attained.
- 6.4 The Company must release any Project Fee withheld under clause 6.3 on the making good of the shortfall of work or on the attainment of the missed Milestone.

7 Project Management

- 7.1 The Project Participant who employs the Project Leader must ensure that the Project Leader:
- (a) oversees the Project so that it is conducted in accordance with the Project Plan and:
 - (i) meets the Milestones in accordance with the Project Schedule; and
 - (ii) is within the Budget;
 - (b) manages the Project on a day to day basis;
 - (c) liaises with the Company and the other Project Participants;
 - (d) reports to the CEO when requested; and
 - (e) does all that is required of the Project Leader under these Terms and the Project Schedule.
- 7.2 Each Project Participant must cooperate with the Project Leader and conduct its part of the Project to enable the Project to be conducted in accordance with these Terms and the Project Schedule.

8 Reporting and Milestones

- 8.1 The Project Leader must report in writing to the CEO:
- (a) any substantial departures from the Project Plan; and
 - (b) any matter that the Project Leader considers will, or may, affect the ability of the Project to satisfy the Milestones or to be completed within Budget, as soon as that matter comes to the attention of the Project Leader.
- 8.2 The Project Leader will submit reports to the Company at the times set out in the Project Schedule with the detail and information reasonably requested by the Company.
- 8.3 The Project Participants must provide:



- (a) the Project Leader with the information reasonably requested by the Project Leader to enable the timely submission of the reports in accordance with these Terms and the Project Schedule;
- (b) the Company with the information reasonably requested by the CEO to enable the timely preparation and submission of the Annual Report in accordance with the Network Rules.

9 Deliverables

- 9.1 The Project Participant employing the Project Leader must ensure that the Project Leader uses all reasonable endeavours:
 - (a) to ensure the Project meets the Milestones; and
 - (b) to deliver the Deliverables,in accordance with the Project Schedule.
- 9.2 If the Project Leader considers at any time that there is a likelihood that the Project will fail to meet Milestones or deliver Deliverables in accordance with the Project Schedule, the Project Leader must immediately notify the CEO.

10 Project Review

- 10.1 The Company will review the Project annually and may implement variations to the Project and the Project Plan as required under clause 11.
- 10.2 Subject to clause 11, the Board may terminate the Project if, following a review under clause 10.1, the Board reasonably forms the view that the Project will not achieve its objectives.

11 Project Variation

- 11.1 The Board may make changes to the Project, the Project Schedule (including the Deliverables) or may terminate part of, or the whole of the Project provided always that:
 - (a) any decision made by the Board must be made only after consultation with the Project Participants and any resulting amendments must be:
 - (i) in writing;
 - (ii) signed by the CEO and the Project Participants;
 - (iii) copied by the CEO to each Project Participant; and
 - (iv) attached to the Project Schedule;
 - (b) if the change to the Project requires an increase or decrease in Project Fees, the Budget or Project Contributions, that increase or decrease will, in the amounts determined by the Board, be subject always to the agreement of the affected Project Participants; and
 - (c) a Project Participant is not required to carry out any amendment to the Project where to do so would be inconsistent with that Project Participant's research capacity or place that Project Participant in a conflict of interest.



- 11.2 The Company is not liable for any work performed or expenditure incurred by the Project Participants in respect of a variation to a Project that has not been approved in accordance with clause 11.1.
- 11.3 Where the Board terminates part of, or the whole of, the Project pursuant to clause 11.1:
- (a) a Project Participant must do everything possible to mitigate its losses arising as a consequence of the termination of the Project; and
 - (b) the Parties will negotiate in good faith reasonable compensation for the Project Participants for the liabilities and expenses which have been reasonably and properly incurred by the Project Participants as a result of the termination. However, the Board has the final determination in this regard.
- 11.4 Where the Board makes changes to the Project, the Project Schedule (including the Deliverables) in accordance with clause 11.1:
- (a) the Project Participants must do everything possible to mitigate their losses arising as a consequence of the variation to the Project; and
 - (b) the Parties will negotiate in good faith reasonable compensation for the Project Participants for the liabilities and expenses which have been reasonably and properly incurred by the Project Participants as a result of the termination. However, the Board has the final determination in this regard.

12 Background Intellectual Property

- 12.1 Each BIP Participant hereby makes available its Background Intellectual Property in accordance with clause 11 of the Network Rules.

13 Project Outcomes

- 13.1 The Project Outcomes will be owned and used in accordance with the Network Rules.

14 Withdrawal from the Project

- 14.1 Where a Project Participant's ("Withdrawing Participant's") Project Contributions in relation to the Project are no longer available through no fault of the Withdrawing Participant or, in the reasonable opinion of the Withdrawing Participant, the Project is no longer relevant to its operations, it may, by written notice to the Board and the other Project Participants, seek consent to withdraw from the Project.
- 14.2 The notice given by a Withdrawing Participant under clause 14.1 is effective on receipt of consent from each of the other Project Participants and the Board.
- 14.3 Any licence to use Background Intellectual Property granted by a Withdrawing Participant under clause 12.1 or the Network Rules will continue despite the withdrawal.
- 14.4 If a Project Participant withdraws from the Project, the Board may by written notice to the other Project Participants terminate the Project if the Board reasonably forms the view that:



- (a) it is no longer possible to conduct the Project with the resources available; or
- (b) the withdrawal of the Project Participant means that the Project will not achieve its objectives.

14.5 A Withdrawing Participant is only entitled to payments for the Project which have been rendered in accordance with these Terms and the Project Schedule before the effective date of withdrawal.

15 Contributed Personnel

- 15.1 Each Project Participant will make available its Contributed Personnel to conduct the Project in accordance with the Project Schedule.
- 15.2 Subject to this clause 15, the Contributed Personnel of Project Participants remain subject to the terms and conditions of employment under which they are employed by Project Participants.
- 15.3 Project Participants covenant and undertake to procure that Project Outcomes created by any of its Contributed Personnel will be owned and dealt with according to these Terms and the Project Schedule.

16 Contributed Assets

- 16.1 This clause applies to any Asset:
 - (a) included as part of the Project Contributions of a Project Participant; or
 - (b) acquired by a Project Participant in whole or in part from any payments made by the Company to that Project Participant for the conduct of the Project.
- 16.2 Unless otherwise stated in the Project Schedule, or agreed between the relevant Project Participant and the Company:
 - (a) legal title to an Asset will be or remain vested in the Project Participant concerned; and
 - (b) an Asset will remain at the premises of the Project Participant having title to the Asset.
- 16.3 During the term of the Project, any Project Participant having title to an Asset:
 - (a) must not, without the consent of the Board, encumber the Asset or use the Asset to the detriment of the conduct of the Network Activities, or in a way that prevents the Project Participant from complying with its obligations under these Terms and the Project Schedule;
 - (b) unless agreed with the Company, is responsible for insurance, maintenance and any other costs and liabilities associated with the Asset; and
 - (c) must make the Asset available for use in connection with the Project.
- 16.4 The Company will keep a register of Assets to which this clause 16 applies.



PROJECT SCHEDULE

1. Project
2. Project Participants
3. Background Intellectual Property; name of BIP Participant making it available and terms on which it is made available.
4. Budget
5. Commencement Date
6. Completion Date
7. Project Contributions
8. Assets
9. Deliverables
10. Reporting Requirements (Project Reports)
11. Project Fee
12. Project Leader
13. Project Plan
14. Contributed Personnel
15. Arrangements for Student Involvement
16. Intellectual Property Arrangements (if different to the Network Rules)
17. Special Terms

[insert variations to the Project Term (if any)]

Acknowledgement

The Project Participants acknowledge and agree that they will participate in and contribute to the Project in accordance with the terms of this Project Schedule

[add signature blocks of Project Participants]

The Company acknowledges and agrees that this Project has been approved by resolution of the Board

[signature block for Healthy Waterways Ltd]

Additional requirements for Commissioned Projects

- A. Contributions of the Commissioning Party
- B. Rights and obligations of the Commissioning Party, the Company and the Project Participants to use, disseminate and Commercialise Project Outcomes (including rights to revenue returns if appropriate).

Additional Acknowledgement for Commissioned Projects







The Project Participants acknowledge that they have been provided with a copy of the Commissioned Project Agreement which is attached to this Project Schedule and agree to its terms.

[add signature blocks of Project Participants]



Attachment B – Healthy Waterways Trade Marks

TM Number	Words/ Image Phrase
763115	  
1273439	



1273440	
1273441	
1273442	
1273438	<p>water by design Creating water sensitive communities</p>
1273443	<p>water by design Creating water sensitive cities</p>

HEALTHY WATERWAYS



Constitution of Healthy
Waterways Ltd
ACN 137 943 554



Table of contents

PRELIMINARY	1
1 Definitions	1
2 Interpretation	1
3 Replaceable rules	1
OBJECTS	1
4 Objects	1
INCOME AND PROPERTY OF THE COMPANY	2
5 Income and property of Company	2
MEMBERSHIP	3
6 Admission	3
6A Eligibility for membership	3
7 Ceasing to be a Member	4
8 Powers of attorney	5
9 Representatives	5
GENERAL MEETINGS	6
10 Calling general meeting	6
11 Notice of general meeting	6
PROCEEDINGS AT GENERAL MEETINGS	7
12 Member	7
13 Chairperson	7
14 Adjournment	8
15 Decision on questions	8
16 Taking a poll	8
17 Casting vote of chairperson	9
18 Offensive material	9
VOTES OF MEMBERS	9
19 Entitlement to vote	9
20 Objections	9
21 Votes by proxy	9
22 Document appointing proxy	9
23 Lodgement of proxy	10
24 Validity	11
APPOINTMENT AND REMOVAL OF DIRECTORS	11
25 Number of Directors	11



26	Appointment and removal of Directors	11
27	Not used	Error! Bookn
28	Filling Vacancies	13
29	Retirement	13
30	Vacation of office	13
POWERS AND DUTIES		13
31	Powers and duties of Directors	13
PROCEEDINGS OF DIRECTORS		14
32	Directors' meetings	14
33	Decision on questions	14
PAYMENTS TO DIRECTORS		15
34	Payments to Directors	15
35	Directors' interests	15
36	Alternate Directors	16
37	Remaining Directors	16
38	Chairperson	16
39	Delegation	17
40	Written resolutions	17
41	Validity of acts of Directors	17
42	Minutes and Registers	18
LOCAL MANAGEMENT		18
43	Local management	18
44	Appointment of attorneys and agents	18
SECRETARY		19
45	Secretary	19
SEALS		19
46	Common Seal	19
47	Duplicate Seal	19
INSPECTION OF RECORDS		20
48	Inspection of records	20
NOTICES		20
49	Service of notices	20
50	Persons entitled to notice	20
AUDIT AND ACCOUNTS		21
51	Audit and accounts	21
PUBLIC FUND		21
52	Rules of the Public Fund	21



53	Requirements of the Public Fund	21
54	Winding up of Public Fund	22
55	Statistical information on Public Fund	22
56	Ministerial rules for gifts to the Public Fund	22
WINDING UP		22
57	Winding up	22
INDEMNITY		23
58	Indemnity	23
AMENDMENT TO CONSTITUTION		23
59	AMENDMENT TO CONSTITUTION	23
Schedule 1	Definitions	24
Schedule 2	Subscribing Member	Error! Bookn



PRELIMINARY

1 Definitions

- 1.1 The words and phrases used in this Constitution have the meanings as set out at Schedule 1.
- 1.2 In this Constitution, except where the context otherwise requires, an expression in a clause of this Constitution has the same meaning as in the Corporations Act. Where the expression has more than one meaning in the Corporations Act and a provision of the Corporations Act deals with the same matter as a clause of this Constitution, that expression has the same meaning as in that provision.

2 Interpretation

- 2.1 In this Constitution, except where the context otherwise requires:
- (a) the singular includes the plural and vice versa, and a gender includes other genders;
 - (b) another grammatical form of a defined word or expression has a corresponding meaning;
 - (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Constitution, and a reference to this Constitution includes any schedule or annexure;
 - (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
 - (e) a reference to A\$, \$A, dollar or \$ is to Australian currency; and
 - (f) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions.

3 Replaceable rules

- 3.1 To the extent permitted by law, the replaceable rules in the Corporations Act do not apply to the Company.

OBJECTS

4 Objects

- 4.1 The Company is established to be a not for profit charitable institution whose objects are:
- (a) to contribute to improvements in the ecosystem health of Moreton Bay and South East Queensland's other coastal, estuarine and freshwater waterways in support of the SEQ Healthy Waterways Vision through delivery of:
 - (i) independent and rigorous science including coordination of relevant scientific activities;
 - (ii) relevant aquatic ecosystem monitoring, including ambient ecosystem health and other monitoring;



- (iii) activities related to effective and broad-reaching communication, education, capacity building and motivation; and
 - (iv) evaluation and reporting of relevant matters, including the results of aquatic ecosystem health monitoring and the effectiveness of programs intended to secure changes in attitudes, knowledge and behaviour;
- (ab) to leverage knowledge developed and research undertaken by the Company and/or the HWP Network to develop training and education resources, including models, that may be used and applied nationally and internationally:
- (i) to enhance regional collaboration in improving ecosystem health of coastal, estuarine and freshwater waterways;
 - (ii) to support decision making, inform policy development and inspire collective action for effective catchment management; and
 - (iii) to manage and co-ordinate the establishment of other waterway network bodies;
- (b) to facilitate the establishment of the HWP Network;
- (c) to manage, operate and administer the HWP Network in accordance with the Network Rules;
- (d) to provide, where appropriate, a mechanism for the development, coordination or delivery of programs or activities with broad application to the SEQ Region and in a manner consistent with the NRM Regional Plan, or that are not the responsibility of any particular agency;
- (e) to attract and manage funds from the corporate and private sectors, and the Commonwealth, the State and local government for activities relevant to the achievement of the SEQ Healthy Waterways Vision and the furtherance of these objects and the HWP Network;
- (f) establish and maintain the Public Fund for the specific purpose of supporting the improvement of aquatic ecosystem health in Moreton Bay and other South East Queensland waterways; and
- (g) to carry out other ancillary and supportive purposes including commercialisation of intellectual property and assets of the Company, and facilitation of the aims of the SE Queensland Healthy Waterways partnership, including through the establishment, management and operation of the HWP Network.

4.2 The Company may only exercise the powers in section 124(1) of the Corporations Act to:

- (a) carry out the objects in this clause; and
- (b) do all things incidental or convenient in relation to the exercise of power under clause 4.2(a).

INCOME AND PROPERTY OF THE COMPANY

5 Income and property of Company

5.1 The income and property of the Company will only be applied towards the promotion of the objects of the Company set out in clause 4.



- 5.2 No income or property will be paid or transferred directly or indirectly to any Member of the Company except for payments to a Member:
- (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company; or
 - (b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent.
- 5.3 An allocation of funds or property to other persons or organisations will be made in accordance with the established purposes of the Company and will not be influenced by the presence of the donor.

MEMBERSHIP

6 Admission

- 6.1 The number of Members with which the Company proposes to be registered is unlimited.
- 6.2 The Members of the Company are:
- (a) the persons who consented to become Members in the application for registration of the Company; and
 - (b) any other persons, corporations or organisations whom or which the Directors admit to membership in accordance with this Constitution.
- 6.3 Applications for membership of the Company must be in writing, signed by the applicant and in a form approved by the Directors in their absolute discretion.
- 6.4 The Directors will consider each application for membership at the next meeting of Directors after the application is received. In considering an application for membership, the Directors may:
- (a) accept or reject the application; or
 - (b) ask the applicant to give more evidence of eligibility for membership.
- 6.5 If the Directors ask for more evidence under clause 6.4, their determination of the application for membership is deferred until the evidence is given.
- 6.6 The Directors do not have to give any reason for rejecting an application for membership.
- 6.7 As soon as practicable following acceptance of an application for membership, the Secretary will send the applicant written notice of the acceptance.
- 6.8 The rights and privileges of every Member are personal to each Member and are not transferable by the Member's own act or by operation of law.

6A Eligibility for membership and Membership Fees

- 6A.1 Membership of the Company will be divided into two (2) classes:
- (a) Class A; and
 - (b) Class B.
- 6A.2 To be eligible to be admitted as a Class A Member, the applicant must accompany its membership application with the relevant Membership Fee and agree to comply with the Network Rules.



- 6A.3 To be eligible to be admitted as a Class B Member, the applicant must accompany its membership application with the relevant Membership Fee and agree to comply with the Network Rules.
- 6A.4 Members of the Company who joined as members before 1 March 2014 are deemed to be Class A members, subject to payment of the relevant Membership Fee.
- 6A.5 Class A Members:
- (a) will be entitled to vote at meetings of the Company; and
 - (b) be entitled to the other rights attaching to Class A membership set out in the Network Rules.
- 6A.6 Class B Members:
- (a) will be entitled to receive notices of company meetings but will not be entitled to vote at meetings of the Company; and
 - (b) will be entitled to the other rights attaching to Class B membership set out in the Network Rules.
- 6A.7 The Directors may, from time to time, but subject to clauses 6A.9 and 6A.10, establish additional classes of Membership and may prescribe the qualifications, rights and privileges of persons admitted to Membership in, or transferred into, such classes of Membership.
- 6A.8 Membership Fees will be determined in the following way:
- (a) the Directors will determine the Membership Fee, if any, payable by Members in each Membership Year;
 - (b) the Directors are entitled to determine, in their absolute discretion, different Membership Fees for different Members or classes of Members;
 - (c) if the first Membership Year for any potential member is less than 12 months, the first year's Membership Fee payable by that applicant will be apportioned according to the number of days remaining in that Membership Year; and
 - (d) Membership Fees must be paid within thirty (30) days of the start of each financial year.
- 6A.9 If at any time the Directors exercise the powers under clause 6A.7, the rights, restrictions or obligations of Members or any class of Members may be varied with either:
- (a) the written consent of not less than 75% of the existing Members; or
 - (b) the sanction of a special resolution passed at a separate general meeting of the existing Members.
- 6A.10 If the Directors establish a new class of Membership that has the same rights, restrictions or obligations as an existing class of Membership, the establishment of that new class of Membership is not treated as a variation of the rights attaching to that class.

7 Ceasing to be a Member

- 7.1 A Member's membership of the Company will cease:
- (a) if the Member gives the Secretary written notice of resignation, from the date of receipt of that notice by the Secretary;



- (b) where the Member is an individual, if the Member:
 - (i) dies;
 - (ii) becomes mentally incapacitated or whose person or estate is liable to be dealt with in any way under the laws relating to mental health; or
 - (iii) is convicted of an indictable offence;
- (c) where the Member is not an individual, if:
 - (i) a liquidator is appointed in connection with the winding-up of the Member; or
 - (ii) an order is made by a Court for the winding-up or deregistration of the Member;
- (d) the Member fails to pay its Membership Fee by 30 September in each financial year; or
- (e) the Member breaches the Network Rules and does not remedy that breach to the satisfaction of the Board within thirty (30) days of receipt of a rectification notice from the Company.

7.2 Any Member ceasing to be a Member:

- (a) will not be entitled to have any claim upon any portion of the property or assets of the Company; and
- (b) will remain liable for and will pay to the Company all subscriptions and moneys which were due at the date of ceasing to be a Member.

8 Powers of attorney

- 8.1 If a Member executes or proposes to execute any document or do any act by or through an attorney which affects the Company or the Member's membership in the Company, that Member must deliver the instrument appointing the attorney to the Company for notation.
- 8.2 If the Company asks the Member to file with it a certified copy of the instrument for the Company to retain, the Member will promptly comply with that request.
- 8.3 The Company may ask for whatever evidence it thinks appropriate that the power of attorney is effective and continues to be in force.

9 Representatives

- 9.1 Any corporation or organisation which is a Member may by written notice to the Secretary:
 - (a) appoint a natural person to act as its Representative in all matters connected with the Company as permitted by the Corporations Act; and
 - (b) remove a Representative.
- 9.2 A Representative is entitled to:
 - (a) exercise at a general meeting all the powers which the corporation or organisation which appointed him or her could exercise if it were a natural person;
 - (b) stand for election as an office bearer or Director; and



- (c) be counted towards a quorum on the basis that the Member corporation or organisation is to be considered personally present at a general meeting by its Representative.
- 9.3 A certificate executed in accordance with section 127 of the Corporations Act is rebuttable evidence of the appointment or of the removal of the appointment (as appropriate) of the Representative.
- 9.4 The chairperson of a general meeting may allow a Representative to vote on the condition that he or she subsequently establishes his or her status as a Representative within a period prescribed by and to the satisfaction of the chairperson of the general meeting.
- 9.5 The appointment of a Representative may set out restrictions on the Representative's powers.

GENERAL MEETINGS

10 Calling general meeting

- 10.1 Any Director may, at any time, call a general meeting.
- 10.2 A Member may:
 - (a) only request the Directors to call a general meeting in accordance with section 249D of the Corporations Act; and
 - (b) not request or call and arrange to hold a general meeting except under section 249E or 249F of the Corporations Act.

11 Notice of general meeting

- 11.1 Subject to the provisions of the Corporations Act allowing general meetings to be held with shorter notice, at least 21 days written notice (exclusive of the day on which the notice is served or deemed to be served and of the day for which notice is given) must be given to Members of any general meeting.
- 11.2 A notice calling a general meeting:
 - (a) must specify the place, date and time of the meeting and if the meeting is to be held in two or more places, the technology that will be used to facilitate this; and
 - (b) must state the general nature of the business to be transacted at the meeting; and
 - (c) may specify a place, facsimile number and electronic address for the purposes of proxy appointment.
- 11.3 A notice of an annual general meeting need not state that the business to be transacted at the meeting includes:
 - (a) the consideration of the annual financial report, Directors' report and the Auditor's report;
 - (b) the election of directors; or
 - (c) the appointment and fixing of the remuneration of the Auditor.
- 11.4 The Directors may postpone or cancel any general meeting whenever they think fit (other than a meeting called as the result of a request under clause 10.2).



- 11.5 The Directors must give notice of the postponement or cancellation of a general meeting to all persons referred to in clause 50.1 entitled to receive notices from the Company.
- 11.6 The failure or accidental omission to send a notice of a general meeting (including a proxy appointment form) to any Member or the non-receipt of a notice (or form) by any Member does not invalidate the proceedings at or any resolution passed at the general meeting.

PROCEEDINGS AT GENERAL MEETINGS

12 Member

- 12.1 In clauses 12.2, 13, 15 and 19, **Member** includes a Member present in person or by proxy, attorney or Representative.
- 12.2 Quorum
- (a) No business may be transacted at a general meeting unless a quorum of Members is present when the meeting proceeds to business.
 - (b) A quorum of Members is one-third of Class A Members.
 - (c) If a quorum is not present within 30 minutes after the time appointed for a general meeting:
 - (i) if the general meeting was called on the requisition of Members, it is automatically dissolved; or
 - (ii) in any other case:
 - A. it will stand adjourned to the same time and place seven days after the meeting, or to another day, time and place determined by the Directors; and
 - B. if at the adjourned general meeting a quorum is not present within 30 minutes after the time appointed for the general meeting, the general meeting is automatically dissolved.

13 Chairperson

- 13.1 The chairperson, or in the chairperson's absence the deputy chairperson, of Directors' meetings will be the chairperson at every general meeting.
- 13.2 The Directors present may elect a chairperson of a general meeting if:
- (a) there is no chairperson or deputy chairperson; or
 - (b) neither the chairperson nor deputy chairperson is present within 15 minutes after the time appointed for holding the general meeting; or
 - (c) the chairperson and deputy chairperson are unwilling to act as chairperson of the general meeting.
- 13.3 If no election is made under clause 13.2, then:
- (a) the Members may elect one of the Directors present as chairperson; or
 - (b) if no Director is present or is willing to take the chair, the Members may elect one of the Members present as chairperson.
- 13.4 If there is a dispute at a general meeting about a question of procedure, the chairperson may determine the question.



14 Adjournment

- 14.1 The chairperson of a general meeting at which a quorum is present:
- (a) in his or her discretion may adjourn the general meeting with the meeting's consent; and
 - (b) must adjourn the general meeting if the meeting directs him or her to do so.
- 14.2 An adjourned general meeting may take place at a different venue to the initial general meeting.
- 14.3 The only business that can be transacted at an adjourned general meeting is the unfinished business of the initial general meeting.
- 14.4 Notice of an adjourned general meeting must only be given in accordance with clause 11.1 if a general meeting has been adjourned for more than 21 days.

15 Decision on questions

- 15.1 Subject to the Corporations Act in relation to special resolutions, a resolution is carried if a majority of the votes cast on the resolution are in favour of the resolution.
- 15.2 A resolution put to the vote of a meeting is decided on a show of hands unless a poll is demanded in accordance with the Corporations Act.
- 15.3 Unless a poll is demanded:
- (a) a declaration by the chairperson that a resolution has been carried, carried by a specified majority, or lost; and
 - (b) an entry to that effect in the minutes of the meeting,
- are conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution.
- 15.4 The demand for a poll may be withdrawn.
- 15.5 A decision of a general meeting may not be impeached or invalidated on the ground that a person voting at the general meeting was not entitled to do so.

16 Taking a poll

- 16.1 A poll will be taken when and in the manner that the chairperson directs.
- 16.2 The result of the poll will be the resolution of the meeting at which the poll was demanded.
- 16.3 The chairperson may determine any dispute about the admission or rejection of a vote.
- 16.4 The chairperson's determination, if made in good faith, will be final and conclusive.
- 16.5 A poll demanded on the election of the chairperson or the adjournment of a general meeting must be taken immediately.
- 16.6 After a poll has been demanded at a general meeting, the general meeting may continue for the transaction of business other than the question on which the poll was demanded.



17 Casting vote of chairperson

- 17.1 The chairperson does not have a casting vote in addition to the chairperson's votes as a Member, proxy, attorney or Representative.

18 Offensive material

- 18.1 A person may be refused admission to, or required to leave and not return to, a meeting if the person:
- (a) refuses to permit examination of any article in the person's possession; or
 - (b) is in possession of any:
 - (i) electronic or recording device;
 - (ii) placard or banner; or
 - (iii) other article,
- which the chairperson considers to be dangerous, offensive or liable to cause disruption.

VOTES OF MEMBERS

19 Entitlement to vote

- 19.1 A Member who is entitled to vote under this Constitution, and who has paid its Membership Fee has one vote.

20 Objections

- 20.1 An objection to the qualification of a voter may only be raised at the general meeting or adjourned general meeting at which the voter tendered its vote.
- 20.2 An objection must be referred to the chairperson of the general meeting, whose decision is final.
- 20.3 A vote which the chairperson does not disallow because of an objection is valid for all purposes.

21 Votes by proxy

- 21.1 If a Member appoints a proxy, proxies or an attorney, the proxy, proxies or attorney may not vote on a show of hands.
- 21.2 A proxy need not be a Member.
- 21.3 A proxy may demand or join in demanding a poll.
- 21.4 A proxy or attorney may vote on a poll.
- 21.5 A proxy may vote or abstain as he or she chooses except where the appointment of the proxy directs the way the proxy is to vote on a particular resolution. If a proxy votes at all, the proxy will be deemed to have voted all directed proxies in the manner directed.

22 Document appointing proxy

- 22.1 An appointment of a proxy is valid if it is signed by the Member making the appointment and contains the information required by subsection 250A(1) of the Corporations Act. The Directors may determine that an appointment of



proxy is valid even if it only contains some of the information required by section 250A(1) of the Corporations Act.

- 22.2 For the purposes of clause 22.1, an appointment received at an electronic address will be taken to be signed by the Member if:
- (a) a personal identification code allocated by the Company to the Member has been input into the appointment; or
 - (b) the appointment has been verified in another manner approved by the Directors.
- 22.3 A proxy's appointment is valid at an adjourned general meeting.
- 22.4 A proxy or attorney may be appointed for all general meetings or for any number of general meetings or for a particular purpose.
- 22.5 Unless otherwise provided for in the proxy's appointment or in any instrument appointing an attorney, the appointment of the proxy or the attorney will be taken to confer authority:
- (a) to vote on:
 - (i) any amendment moved to the proposed resolutions and on any motion that the proposed resolution not be put or any similar motion; and
 - (ii) any procedural motion, including any motion to elect the chairperson, to vacate the chair or to adjourn the general meeting, even though the appointment may specify the way the proxy or attorney is to vote on a particular resolution; and
 - (b) to vote on any motion before the general meeting whether or not the motion is referred to in the appointment.
- 22.6 If a proxy appointment is signed by the Member but does not name the proxy or proxies in whose favour it is given, the chairperson may either cast as proxy or complete the appointment by inserting the name or names of one or more directors or the Secretary.

23 Lodgement of proxy

- 23.1 The written appointment of a proxy or attorney must be received by the Company, at least 48 hours (unless otherwise specified in the notice of meeting to which the proxy relates) before:
- (a) the time for holding the general meeting or adjourned general meeting at which the appointee proposes to vote; or
 - (b) the taking of a poll on which the appointee proposes to vote.
- 23.2 The Company receives an appointment of a proxy and any power of attorney or other authority under which it was executed when they are received at:
- (a) the Company's registered office;
 - (b) a facsimile number at the Company's registered office; or
 - (c) a place, facsimile number or electronic address specified for that purpose in the notice of meeting.



24 Validity

- 24.1 A vote cast in accordance with an appointment of proxy or power of attorney is valid even if before the vote was cast the appointor:
- (a) died;
 - (b) became mentally incapacitated; or
 - (c) revoked the proxy or power,
- unless any written notification of the death, unsoundness of mind or revocation was received by the Company before the relevant general meeting or adjourned general meeting.

APPOINTMENT AND REMOVAL OF DIRECTORS

25 Number and Qualification of Directors

- 25.1 There will not be less than 3 nor more than 9 Directors unless the Company in general meeting by resolution changes the maximum number.
- 25.2 The Directors will be comprised as follows:
- (a) five (5) persons election by the Class A Members under clause 26.1; and
 - (b) two (2) persons appointed under clause 26.3
- 25.3 A person is qualified for election as a Director under clause 25.2(a) only if the person has qualifications or experience in at least one of the following areas:
- (a) corporate governance;
 - (b) science;
 - (c) community engagement;
 - (d) financial management;
 - (e) business; or
 - (f) law.
- 25.4 At least three (3) of the persons elected by the Class A Members under clause 25.2(a) must be Independent.
- 25.5 At least one of the persons appointed by the Directors under clause 25.2(b) must be Independent.

26 Election, appointment and removal of Directors

- 26.1 The election of Directors under clause 25.2(a) will take place in the following manner:
- (a) the Company Secretary must notify Members of the number of vacancies to be filled at the next AGM, including the number of vacancies that must be filled by Independent persons;
 - (b) any person wishing to be elected as a Director must be nominated by a Member or an existing Director;
 - (c) the written nomination, signed by the nominee and the nominator, must be lodged with the Secretary at least one month before the annual general meeting at which the appointment is to take place. The



nomination must specify whether the nominee is nominating for as an Independent Director;

- (d) a list of the candidates names, in alphabetical order, each with the nominator's name and whether the nominee is Independent, will be posted on the website of the Company in a conspicuous place and circulated to Members at least fourteen (14) days immediately preceding the annual general meeting at which the election is to take place;
- (e) if the number of candidates standing for appointment exceeds the number of vacancies, balloting lists will be prepared containing the names of the candidates in alphabetical order, and each Member Present will be entitled to vote for any number of candidates not exceeding the number of vacancies to be filled; and
- (f) if insufficient candidates are nominated, the Directors may fill the remaining vacancy or vacancies as they think fit subject to compliance with clause 25.4.

26.2 Subject to clause 27.3, the term of a Director elected under clause 26.1 expires at the close of the third annual general meeting following his or her election.

26.3 The Directors may appoint up to two (2) persons to the Directors ("Board-appointed Directors"). Board-appointed Directors may have one or more of the qualifications or experience identified in clause 25.3 or other qualifications or experience identified by the Directors as desirable.

26.4 The term of a Board-appointed Director is three (3) years.

26.5 If the conduct or position of any Director is such that continuance in office appears to the majority of the Directors to be prejudicial to the interests of the Company, a majority of Directors at a meeting of the Directors specifically called for that purpose may suspend that Director.

26.6 Within 14 days of the suspension, the Directors must call a meeting of the Members, at which the Members may either confirm the suspension and resolve to remove the Director from office, or annul the suspension and reinstate the Director.

27 Transitional Arrangements

27.1 The terms of appointment of the following Directors will expire at the close of the 2014 annual general meeting of the Company:

- (a) Leith Bouilly;
- (b) Rod Lehmann;
- (c) Anne Jones; and
- (d) Paul Greenfield.

27.2 At the 2014 annual general meeting, Members will elect four (4) Directors in accordance with clause 26.1.

27.3 Two (2) of the Directors elected under clause 27.2 will have terms that expire at the 2016 annual general meeting. This determination will be made at the first meeting of the Directors held after the 2014 annual general meeting.

27.4 The term of appointment of James Madden will expire at the close of the 2016 annual general meeting of the Company.



28 Filling Vacancies

- 28.1 Where a vacancy arises for a Director elected under clause 25.2(a), the Directors may appoint a person to fill the casual vacancy, taking into account the requirements of clauses 25.3 and 25.4.
- 28.2 A person appointed to fill a casual vacancy under clause 28.1 will hold office until the close of the annual general meeting, next following the date of appointment.

29 Retirement

- 29.1 A Director must retire from office at the conclusion of the term of his or her appointment.
- 29.2 A retiring Director will be eligible for re-election.

30 Vacation of office

- 30.1 The office of a Director immediately becomes vacant if the Director:
- (a) is prohibited by the Corporations Act from holding office or continuing as a Director;
 - (b) is liable to have a person appointed, under a law relating to the administration of estates of persons who through mental or physical incapacity are incapable of managing their affairs, to administer it, or becomes in the opinion of the Directors incapable of performing his or her duties;
 - (c) resigns by notice in writing to the Company; or
 - (d) is removed by a resolution of the Company;
 - (e) is absent from Directors' meetings for 6 consecutive months without leave of absence from the Directors;
 - (f) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Corporations Act.
- 30.2 Where a Director has been elected or appointed under this Constitution as an Independent and subsequently ceases to meet the qualification of Independence as required in this Constitution, the term of appointment of that Director will terminate one month after notification is received by the Company that the Director is no longer Independent.

POWERS AND DUTIES

31 Powers and duties of Directors

- 31.1 The business of the Company is managed by the Directors who may exercise all powers of the Company that this Constitution and the Corporations Act do not require to be exercised by the Company in general meeting.
- 31.2 Without limiting the generality of clause 31.1, the Directors may exercise all the powers of the Company to:
- (a) borrow money;
 - (b) charge any property or business of the Company;



- (c) issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person; and
- (d) guarantee or become liable for the payment of money or the performance of any obligation by or of any other person.

PROCEEDINGS OF DIRECTORS

32 Directors' meetings

- 32.1 A Director may at any time, and the Secretary must on the request of a Director, call a Directors' meeting.
- 32.2 A Directors' meeting must be called on at least 48 hours written notice of a meeting to each Director and each Alternate Director.
- 32.3 It is not necessary to give notice of a meeting of the Directors to an Australian resident whom the Secretary, when giving notice to the other Directors, reasonably believes to be temporarily outside Australia.
- 32.4 Subject to the Corporations Act, a Directors' meeting may be held by the Directors communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion.
- 32.5 The Directors need not all be physically present in the same place for a Directors' meeting to be held.
- 32.6 Subject to clause 35, a Director who participates in a meeting held in accordance with this Constitution is taken to be present and entitled to vote at the meeting.
- 32.7 Clauses 32.4 and 32.5 apply to meetings of Directors' committees as if all committee members were Directors.
- 32.8 The Directors may meet together, adjourn and regulate their meetings as they think fit.
- 32.9 A quorum is a majority of Directors for the time being.
- 32.10 Where a quorum cannot be established for the consideration of a particular matter at a meeting of Directors, the chairperson may call a general meeting to deal with the matter.
- 32.11 Notice of a meeting of Directors may be given in writing, or the meeting may be otherwise called using any technology consented to by all the Directors.

33 Decision on questions

- 33.1 Subject to this Constitution, questions arising at a meeting of Directors are to be decided by a majority of votes of the Directors present and voting and, subject to clause 35, each Director has one vote.
- 33.2 The chairperson of a meeting does not have a casting vote in addition to his or her deliberative vote.
- 33.3 An Alternate Director has one vote for each Director for whom he or she is an alternate.
- 33.4 If the Alternate Director is a Director, he or she also has a vote as a Director.



PAYMENTS TO DIRECTORS

34 Payments to Directors

- 34.1 No payment will be made to any Director of the Company other than payment:
- (a) of out of pocket expenses incurred by the Director in the performance of any duty as Director of the Company where the amount payable does not exceed an amount previously approved by the Directors of the Company;
 - (b) for any service rendered to the Company by the Director in a professional or technical capacity, other than in the capacity as Director, where the provision of the service has the prior approval of the Directors of the Company and where the amount payable is approved by the Directors of the Company and is not more than an amount which commercially would be reasonable payment for the service;
 - (c) of any salary or wage due to the Director as an employee of the Company where the terms of employment have been approved by the Directors of the Company; and
 - (d) relating to an indemnity in favour of the Director and permitted by section 199A of the Corporations Act or a contract of insurance permitted by section 199B.

35 Directors' interests

- 35.1 No contract made by a Director with the Company and no contract or arrangement entered into by or on behalf of the Company in which any Director may be in any way interested is avoided or rendered voidable merely because of the Director holding office as a director or because of the fiduciary obligations arising out of that office.
- 35.2 No Director contracting with or being interested in any arrangement involving the Company is liable to account to the Company for any profit realised by or under any such contract or arrangement merely because of the Director holding office as a director or because of the fiduciary obligations arising out of that office.
- 35.3 A Director is not disqualified merely because of being a Director from contracting with the Company in any respect.
- 35.4 Subject to clause 34, a Director or a body or entity in which a Director has a direct or indirect interest may:
- (a) enter into any agreement or arrangement with the Company;
 - (b) hold any office or place of profit other than as auditor in the Company; and
 - (c) act in a professional capacity other than as auditor for the Company, and the Director or the body or entity can receive and keep beneficially any remuneration, profits or benefits under any agreement or arrangement with the Company or from holding an office or place of profit in or acting in a professional capacity with the Company.
- 35.5 A Director who has a material personal interest in a matter that is being considered at a Directors' meeting must not:
- (a) be present while the matter is being considered at the meeting; or



- (b) vote on the matter,
unless permitted by the Corporations Act to do so, in which case the Director may:
- (c) be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract or arrangement or proposed contract or arrangement;
- (d) sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and
- (e) vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.

35.6 A Director may be or become a director or other officer of, or otherwise interested in, any related body corporate or any other body corporate promoted by the Company or in which the Company may be interested as a vendor, shareholder or otherwise and is not accountable to the Company for any remuneration or other benefits received by the Director as a director or officer of, or from having an interest in, that body corporate.

36 Alternate Directors

- 36.1 A Director may, with the approval of the Directors, appoint any person as his or her alternate for a period determined by that Director.
- 36.2 An Alternate Director is entitled to notice of Directors' meetings and, if the appointor is not present at a meeting, is entitled to attend, be counted in a quorum and vote as a Director.
- 36.3 An Alternate Director is an officer of the Company and is not an agent of the appointor.
- 36.4 The provisions of this Constitution which apply to Directors also apply to Alternate Directors.
- 36.5 The appointment of an Alternate Director:
- (a) may be revoked at any time by the appointor or by the other Directors;
and
 - (b) ends automatically when the appointor ceases to be a Director.
- 36.6 Any appointment or revocation under this clause must be effected by written notice delivered to the Secretary.

37 Remaining Directors

- 37.1 The Directors may act even if there are vacancies on the board.
- 37.2 If the number of Directors is not sufficient to constitute a quorum at a Directors' meeting, the Directors may act only to:
- (a) appoint a Director; or
 - (b) call a general meeting.

38 Chairperson

- 38.1 The Directors will appoint one of their own as chairperson of Directors' meetings. The Chairperson must be an Independent Director.



- 38.2 The term of the chairperson appointed under clause 38.1 is two (2) years or the balance of their term of appointment as Director, whichever occurs first.
- 38.3 If no chairperson is elected or if the chairperson is not present at any Directors' meeting within ten (10) minutes after the time appointed for the meeting to begin, the Directors present must elect a Director to be chairperson of the meeting.
- 38.4 The Directors may elect a Director as deputy chairperson to act as chairperson in the chairperson's absence.

39 Delegation

- 39.1 The Directors may delegate any of their powers, other than those which by law must be dealt with by the Directors as a board, to a committee or committees.
- 39.2 The Directors may at any time revoke any delegation of power to a committee.
- 39.3 At least one member of each committee must be a Director.
- 39.4 A committee must exercise its powers in accordance with any directions of the Directors and a power exercised in that way is taken to have been exercised by the Directors.
- 39.5 A committee may be authorised by the Directors to sub-delegate all or any of the powers for the time being vested in it.
- 39.6 Meetings of any committee of Directors will be governed by the provisions of this Constitution which deal with Directors' meetings so far as they are applicable and are not inconsistent with any directions of the Directors. The provisions apply as if each member was a Director.

40 Written resolutions

- 40.1 The Directors may pass a resolution without a Director's meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. The resolution is passed when the last Director signs.
- 40.2 For the purposes of clause 40.1, separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.
- 40.3 Any document referred to in this clause may be in the form of a facsimile or electronic transmission.
- 40.4 The minutes of Directors' meetings must record that a meeting was held in accordance with this clause.
- 40.5 This clause applies to meetings of Directors' committees as if all members of the committee were Directors.

41 Validity of acts of Directors

- 41.1 If it is discovered that:
- (a) there was a defect in the appointment of a person as a Director, Alternate Director or member of a Directors' committee; or
 - (b) a person appointed to one of those positions was disqualified,



all acts of the Directors or the Directors' committee before the discovery was made are as valid as if the person had been duly appointed and was not disqualified.

42 Minutes and Registers

- 42.1 The Directors must cause minutes to be made of:
- (a) the names of the Directors present at all Directors' meetings and meetings of Directors' committees;
 - (b) all proceedings and resolutions of general meetings, Directors' meetings and meetings of Directors' committees;
 - (c) all resolutions passed by Directors in accordance with clause 40;
 - (d) all appointments of officers;
 - (e) all orders made by the Directors and Directors' committees; and
 - (f) all disclosures of interests made under clause 35.
- 42.2 Minutes must be signed by the chairperson of the meeting or by the chairperson of the next meeting of the relevant body.
- 42.3 The Company must keep all registers required by this Constitution and the Corporations Act.

LOCAL MANAGEMENT

43 Local management

- 43.1 The Directors may provide for the management and transaction of the affairs of the Company in any places and in such manner as they think fit.
- 43.2 Without limiting clause 43.1 the Directors may:
- (a) establish local boards or agencies for managing any of the affairs of the Company in a specified place and appoint any persons to be members of those local boards or agencies; and
 - (b) delegate to any person appointed under clause 43.2(a) any of the powers, authorities and discretions which may be exercised by the Directors under this Constitution,
- on any terms and subject to any conditions determined by the Directors.
- 43.3 The Directors may at any time revoke or vary any delegation under this clause.

44 Appointment of attorneys and agents

- 44.1 The Directors may from time to time by resolution or power of attorney executed in accordance with section 127 of the Corporations Act appoint any person to be the attorney or agent of the Company:
- (a) for the purposes;
 - (b) with the powers, authorities and discretions (not exceeding those exercisable by the Directors under this Constitution);
 - (c) for the period; and
 - (d) subject to the conditions,



determined by the Directors.

- 44.2 An appointment by the Directors of an attorney or agent of the Company may be made in favour of:
- (a) any member of any local board established under this Constitution;
 - (b) any company;
 - (c) the members, directors, nominees or managers of any company or firm;
or
 - (d) any fluctuating body of persons whether nominated directly or indirectly by the Directors.
- 44.3 A power of attorney may contain such provisions for the protection and convenience of persons dealing with an attorney as the Directors think fit.
- 44.4 The Directors may appoint attorneys or agents by facsimile transmission, telegraph or cable to act for and on behalf of the Company.
- 44.5 An attorney or agent appointed under this clause may be authorised by the Directors to sub-delegate all or any of the powers authorities and discretions for the time being vested in it.

SECRETARY

45 Secretary

- 45.1 If required by the Corporations Act, there must be at least one secretary of the Company appointed by the Directors for a term and at remuneration and on conditions determined by them.
- 45.2 The Secretary is entitled to attend and be heard on any matter at all Directors' and general meetings.
- 45.3 The Directors may, subject to the terms of the Secretary's employment contract, suspend, remove or dismiss the Secretary.

SEALS

46 Common Seal

- 46.1 If the Company has a Seal:
- (a) the Directors must provide for the safe custody of the Seal;
 - (b) the Seal must not be used without the authority of the Directors or a Directors' committee authorised to use the Seal;
 - (c) every document to which the Seal is affixed must be signed by a Director and be countersigned by another Director, the Secretary or another person appointed by the Directors to countersign the document.

47 Duplicate Seal

- 47.1 If the Company has a Seal, the Company may have one or more duplicate Seals of the Seal each of which:
- (a) must be a facsimile of the Seal with 'Duplicate Seal' on its face;
 - (b) must not be used except with the authority of the Directors.



INSPECTION OF RECORDS

48 Inspection of records

- 48.1 Except as otherwise required by the Corporations Act, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the financial records and other documents of the Company or any of them will be open for inspection by Members other than Directors.
- 48.2 Except as otherwise required by the Corporations Act, a Member other than a Director does not have the right to inspect any financial records or other documents of the Company unless the Member is authorised to do so by a court order or a resolution of the Directors.

NOTICES

49 Service of notices

- 49.1 Notice may be given by the Company to any person who is entitled to notice under this Constitution:
- (a) by serving it on the person; or
 - (b) by sending it by post, facsimile transmission or electronic notification to the person at the person's address shown in the Register or the address supplied by the person to the Company for sending notices to the person.
- 49.2 A notice sent by post is taken to be served:
- (a) by properly addressing, prepaying and posting a letter containing the notice; and
 - (b) on the day after the day on which it was posted.
- 49.3 A notice sent by facsimile transmission or electronic notification is taken to be served:
- (a) by properly addressing the facsimile transmission or electronic notification and transmitting it; and
 - (b) on the day after its despatch.
- 49.4 If a Member does not have an address recorded in the Register a notice will be taken to be served on that Member 24 hours after it was posted on a notice board at the Company's registered office.
- 49.5 A Member whose address recorded in the Register is not in Australia may specify in writing an address in Australia to be taken to be the Member's address for the purposes of clause 49.
- 49.6 A certificate in writing signed by a Director, Secretary or other officer of the Company that a document or its envelope or wrapper was addressed and stamped and was posted is conclusive evidence of posting.
- 49.7 Subject to the Corporations Act the signature to a written notice given by the Company may be written or printed.
- 49.8 All notices sent by post outside Australia must be sent by prepaid airmail post.

50 Persons entitled to notice

- 50.1 Notice of every general meeting must be given to:



- (a) every Member;
- (b) every Director and Alternate Director; and
- (c) any Auditor.

50.2 No other person is entitled to receive notice of a general meeting.

AUDIT AND ACCOUNTS

51 Audit and accounts

51.1 The Directors must cause the Company to keep written financial records in relation to the business of the Company in accordance with the requirements of the Corporations Act.

51.2 The Directors must cause the financial records of the Company to be audited in accordance with the requirements of the Corporations Act.

PUBLIC FUND

52 Rules of the Public Fund

- 52.1 The object of the Public Fund is to support the Company's environmental purposes.
- 52.2 Members of the public are to be invited to make gifts of money or property to the Public Fund for the environmental purposes of the Company.
- 52.3 Money from interest on donations, income derived from donated property, and money from the realisation of such property is to be deposited into the Public Fund.
- 52.4 A separate bank account is to be opened to deposit money donated to the Public Fund, including accrued interest, and gifts to it are to be kept separate from other funds of the Company.
- 52.5 Receipts are to be issued in the name of the Public Fund and proper accounting records and procedures are to be kept and used for the Public Fund.
- 52.6 The Public Fund will be operated on a not for profit basis.
- 52.7 A committee of management of at least 3 persons will administer the Public Fund. The committee will be appointed by the Directors. A majority of the members of the committee must be 'responsible persons' as defined in the Guidelines.

53 Requirements of the Public Fund

- 53.1 The Company must inform the Department as soon as possible if:
 - (a) the Company changes its name or the name of the Public Fund;
 - (b) there is any change to the membership of the management committee of the Public Fund; or
 - (c) there has been any departure from the model rules for public funds located in the Guidelines.



54 Winding up of Public Fund

- 54.1 On the winding up of the Public Fund, any surplus assets are to be transferred to another fund with similar objects that is on the Register of Environmental Organisations.

55 Statistical information on Public Fund

- 55.1 The Company will provide to the Department, within four months of the end of the Financial Year, statistical information about gifts made to the Public Fund during that Financial Year. An audited financial statement for the Company and the Public Fund must be supplied with the annual statistical return. The statement must provide information on the expenditure of the Public Fund monies and the management of Public Fund assets.

56 Ministerial rules for gifts to the Public Fund

- 56.1 The Company agrees to comply with any rules that the Australian Treasurer and the Minister of the Department may make to ensure that gifts made to the Public Fund are only used for its principal objects.

WINDING UP

57 Winding up

- 57.1 If the Company is wound up:
- (a) each Member; and
 - (b) each person who has ceased to be a Member in the preceding year, undertakes to contribute to the property of the Company for the:
 - (c) payment of debts and liabilities of the Company (in relation to clause 57.1(b), contracted before the person ceased to be a Member) and payment of costs, charges and expenses of winding up; and
 - (d) adjustment of the rights of the contributories amongst themselves, such amount as may be required, not exceeding \$10.
- 57.2 If any surplus remains following the winding up of the Company, the surplus will not be paid to or distributed amongst Members, but will be given or transferred to another corporation which, by its constitution, is:
- (a) a not for profit organisation;
 - (b) required to pursue charitable purposes only;
 - (c) required to apply its profits (if any) or other income in promoting objects similar to those of the Company; and
 - (d) prohibited from making any distribution to its members or paying fees to its directors,
- such corporation to be determined by the Members at or before the winding up and in default, by application to the Supreme Court of Queensland for determination.



INDEMNITY

58 Indemnity

- 58.1 To the extent permitted by law and subject to the restrictions in section 199A of the Corporations Act the Company indemnifies every person who is or has been an officer of the Company against any liability (other than for legal costs) incurred by that person as such an officer of the Company (including liabilities incurred by the officer as an officer of a subsidiary of the Company where the Company requested the officer to accept that appointment).
- 58.2 To the extent permitted by law and subject to the restrictions in section 199A of the Corporations Act, the Company indemnifies every person who is or has been an officer of the Company against reasonable legal costs incurred in defending an action for a liability incurred by that person as such an officer of the Company (including such legal costs incurred by the officer as an officer of a subsidiary of the Company where the Company requested the officer to accept that appointment).
- 58.3 The amount of any indemnity payable under clauses 58.1 or 58.2 will include an additional amount (**GST Amount**) equal to any GST payable by the officer being indemnified (**Indemnified Officer**) in connection with the indemnity (less the amount of input tax credit claimable by the Indemnified Officer in connection with the indemnity). Payment of any indemnity which includes a GST Amount is conditional upon the Indemnified Officer providing the Company with a GST tax invoice for the GST Amount.
- 58.4 For the purposes of this clause, **officer** means:
- (a) a Director; or
 - (b) a Secretary.

AMENDMENT TO CONSTITUTION

59 AMENDMENT TO CONSTITUTION

- 59.1 This Constitution must not be amended other than in accordance with the Corporations Act.
- 59.2 The Company must notify the Department and the Australian Taxation Office of any amendments to this Constitution.



Schedule 1 Definitions

Alternate Director	means a person appointed as an alternate director under clause 36.
Auditor	means the Company's auditor.
Company	means Healthy Waterways Ltd Limited ACN 137 943 554
Constitution	means the constitution of the Company as amended from time to time.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth) as modified or amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company.
Class A Member	means a Member in Class A under clause 6A.1.
Class B Member	means a Member in Clause B under clause 6A.1.
Department	means the Commonwealth Department responsible for the administration of the Guidelines.
Director	includes any person occupying the position of director of the Company and, where appropriate, includes an Alternate Director.
Directors	means all or some of the Directors acting as a board.
Financial Year	means the period of 12 months beginning on 1 July of any year and ending on 30 June of the succeeding year provided that the first financial year will include the period commencing on date of registration of the Company and ending on 30 June of the immediately following year.
Guidelines	means the guidelines of the Register of Environmental Organisations.
HWP Network	means the network established by the Members and conducted in accordance with the Network Rules.
Independent	means a person who: <ul style="list-style-type: none">(a) does not have any financial or pecuniary interest in the Company and is not a director, officer or employee (or their equivalent) of a Member; and(b) has met the requirements for appointment under the Corporations Act 2001 (Cth).



Member	means a member under clause 6.
Membership	means the contractual rights of a person to membership of the Company, being the rights attaching to the class of membership conferred on that person or organisation.
Membership Fee	means the annual membership fee payable by Members under clause 6A.8.
Membership Year	means each period commencing on 1 July each year and ending on 30 June in the following year.
Network Rules	means the rules for the operation of the HWP Network as agreed between the Company and the Members for the operation of of the HWP Network and which are included as a schedule to this Constitution.
Present	means, when used in relation to a Member at a meeting, present in person or by proxy, attorney, or representative.
Public Fund	means the Healthy Waterways Public Fund which is established by the Company
Register	means the register of Members of the Company.
Representative	means a person appointed as such under clause 9.
Seal	means the Company's common seal (if any).
Secretary	means any person appointed by the Directors to perform any of the duties of a secretary of the Company and if there are joint secretaries, any one or more of such joint secretaries.
SEQ Healthy Waterways Vision	Healthy Waterways will be recognised as an organisation that enhances regional collaboration to support decision making, inform policy and inspire collective action for effective catchment management.