



44 Station Street
Cobram Vic 3644
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AGENDA

SCHEDULED MEETING OF COUNCIL **FOR** **WEDNESDAY 13 DECEMBER 2023** **TO BE HELD AT COBRAM CIVIC CENTRE, PUNT ROAD COBRAM VIC 3644** **COMMENCING AT 4:30 PM**

RECORDING

Consistent with section 13.3 of our Governance Rules, Council officers have been authorised to record the public session of this meeting using an audio recording device.

LIVE STREAMING

Council meetings will now be lived streamed to allow those interested in viewing proceedings greater access to Council decisions and debate, without attending the meeting in person.

1. WELCOME CALLING TO ORDER – CEO

2. PRAYER

Almighty God we humbly ask you to guide our deliberations for the welfare and benefit of the Moira Shire and its people whom we serve.

Amen

3. ACKNOWLEDGEMENT OF TRADITIONAL OWNERS

We, the Moira Shire Council, would like to acknowledge the traditional owners of the land upon which we meet and pay our respects to their Elders both past and present.

4. APOLOGIES / LEAVE OF ABSENCE

5. DISCLOSURE OF CONFLICTS OF INTEREST

6. CONFIRMATION OF MINUTES OF PREVIOUS MEETING

Recommendation: That the minutes of the Scheduled Council Meeting held on Wednesday, 22 November 2023, Committee of Council Meeting held on Tuesday 5 December 2023 and CEO Employment and Remuneration Committee Meeting held on Wednesday 6 December 2023, as presented, be adopted.

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FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.1.1
(EXECUTIVE ASSISTANT TO THE
ADMINISTRATORS, DANIELLE METZNER)
(ACTING DIRECTOR CORPORATE
GOVERNANCE AND PERFORMANCE,
AMANDA CHADWICK)

MEMORANDUM OF UNDERSTANDING MOIRA SHIRE COUNCIL, HEALTH AND EDUCATION ALLIANCE

Recommendation

That Council adopt the Memorandum of Understanding Moira Shire Council, Health and Education Alliance.

1. Executive Summary

The purpose of this report is to seek the endorsement of a Memorandum of Understanding (MoU) to form a strategic alliance and broader co-operation between local government (Moira Shire Council) and local education and health sectors in delivering better outcomes for the Moira Shire in education, health, and general community wellbeing.

The objectives of the proposed Memorandum of Understanding are as below:

- Adopt a collaborative and community-orientated approach to planning, funding, and implementing services, programs, and projects for the Moira Shire communities;
- Deliver improved social and economic outcomes for the communities;
- Invite and encourage other stakeholders to participate in the alliance;
- Determine key initiatives and services for the combined initiatives by the alliance;
- Gain endorsement by the sectors to initiatives and services; and
- When appropriate, engage and consult the community to ensure we speak with one voice.

The proposed MoU includes a number of foundational partners across the health and education sectors. It is envisaged that other key partners within the health and education sectors will be encouraged to join the MoU. Building the partnership base of the MoU over time will be key to its success.

2. Conflict of interest declaration

There are no conflict of interest considerations associated with this report.

3. Background & Context

This proposed Memorandum of Understanding (MoU) between the three sectors is underpinned by a number of agreed founding principles.

These principles establish the basis for the mutual commitment to and management of this agreement.

These principles are, where possible, to:

- appreciate each sectors' perspective and work towards finding common ground.
- cooperation.
- open information sharing.
- maximising service delivery opportunities to meet a common community need.
- seek to be innovative.

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(ACTING DIRECTOR CORPORATE
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AMANDA CHADWICK)

MEMORANDUM OF UNDERSTANDING MOIRA SHIRE COUNCIL, HEALTH AND EDUCATION ALLIANCE (cont'd)

4. Issues

An alliance between health, education and council services is an important step in building greater community resilience and capacity, as well as providing significant outcomes in the way they all operate within the municipality. Integrating activities of the local government, education and health sectors at the local level will deliver better outcomes for local communities.

5. Strategic Alignment

Council Plan

1. Customer focused and responsive

A closely aligned and integrated approach to strategic planning and service delivery across the local government, health and education sectors will deliver improved, customer focused and responsive services for the Moira community.

6. Internal & External Engagement

Engagement

Internal Executive Leadership Team

Feedback

General support for the Memorandum of understanding to align the health, education, and local government sectors for better outcomes for the community.

External Yarrowonga Health
NCN Health
Cobram Secondary College
Cobram Anglican College
Yarrowonga P-12 College
Sacred Heart College Yarrowonga

General support for the Memorandum of Understanding to align the health, education, and local government sectors for better outcomes for the community.

It is highlighted that additional MoU partners in the Health and Education sectors will be encouraged to join the MoU over time.

7. Budget / Financial Considerations

There is no budget or financial contribution required through the signing of the proposed Memorandum of Understanding.

8. Risk & Mitigation

Where any dispute arises under this MoU, the organisations will take all necessary steps to resolve the dispute expeditiously by mutual agreement.

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GOVERNANCE AND PERFORMANCE,
AMANDA CHADWICK)

**MEMORANDUM OF UNDERSTANDING MOIRA SHIRE COUNCIL, HEALTH AND
EDUCATION ALLIANCE (cont'd)**

9. Conclusion

A Memorandum of Understanding (MoU) is proposed between Moira Shire Council and the local Health and Education sectors to strengthen awareness and outcomes of identified services through an integrated and mutually supportive approach by all three sectors. An alliance between health, education and local government services is an important step in the way they all operate within the municipality and will deliver better community outcomes.

Attachments

- 1 [↓](#) Memorandum of Understanding Moira Shire Council, Health and Education Alliance

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ITEM NO: 9.1.1
**(EXECUTIVE ASSISTANT TO THE
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**(ACTING DIRECTOR CORPORATE
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AMANDA CHADWICK)**

**MEMORANDUM OF UNDERSTANDING MOIRA SHIRE COUNCIL, HEALTH
AND EDUCATION ALLIANCE (cont'd)**

**ATTACHMENT No [1] - Memorandum of Understanding Moira Shire Council, Health
and Education Alliance**

**Memorandum of Understanding
Moira Shire Council Health and Education Alliance**

Purpose

The purpose of this Memorandum of Understanding (MoU) is to form a strategic alliance and broader co-operation between local government (Moira Shire Council), education and health sectors in delivering better outcomes for the Moira Shire in education, health and general community wellbeing.

Background

The strength of a local community is often reflected in the health, wellbeing and education of its residents. Local service providers have a deep understanding of local needs and the delivery environment in the geographical area where the service operates.

The Moira Shire is an excellent example of this. It offers a broad range of services and initiatives in local government and in the health and education sectors. There is an opportunity to strengthen the awareness and outcomes of these services through a combined approach by all three sectors.

An alliance between health, education and council services is an important step in building greater community resilience and capacity, as well as providing significant outcomes in the way they all operate within the municipality.

Principles:

This Memorandum of Understanding (MoU) between the three sectors is underpinned by a number of agreed founding principles.

These principles establish the basis for the mutual commitment to and management of this agreement.

These principles are, where possible, to:

- appreciate each sectors' perspective and work towards finding common ground;
- cooperation;
- open information sharing;
- maximising service delivery opportunities to meet a common community need;
- seek to be innovative.

The objectives of this MoU are to:

- Adopt a collaborative and community-orientated approach to planning, funding and implementing services, programs and projects for the Moira Shire communities.
- Deliver improved social and economic outcomes for the communities;
- Invite and encourage other stakeholders to participate in the alliance
- Determine key initiatives and services for the combined initiatives by the alliance;
- Gain endorsement by the sectors to initiatives and services; and
- When appropriate engage and consult the community to ensure we speak with one voice.

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**ATTACHMENT No [1] - Memorandum of Understanding Moira Shire Council, Health
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**Memorandum of Understanding
Moira Shire Council Health and Education Alliance**

Implementation of the Agreement

The responsibility for ensuring the progression and fulfilment of this MoU is held by the Chief Executive Officers of Moira Shire Council, NCN Health and Yarrawonga Health and the Principals of Cobram Secondary College, Cobram Anglican Grammar School, Yarrawonga College P-12 and Sacred Heart College Yarrawonga.

The implementation of this MoU will be driven by a bi-annual workshop at which current and future priorities and opportunities for collaboration will be discussed. Representatives and officers from each organisation will be invited to attend.

Officers from each organisation will ensure design and delivery of services, programs and projects occurs in light of, and with a view to, progressing the objectives of this MoU.

Status of the Memorandum of Understanding

The three sectors acknowledge the MoU is not legally enforceable but relies on a spirit of cooperation between the sectors for the betterment of the community.

The three sectors acknowledge the potential for fluctuations in resourcing capability and capacity to support joint initiatives from time to time.

They will seek to contribute to joint initiatives in a matter that is reflective of the relative cost and benefit to each sector for the betterment of the community.

It is acknowledged that while the three sectors have many shared objectives they also have their unique perspectives and points of difference.

This agreement is not intended to remove power from each sector to make policy decisions.

Final policy decisions remain with each organisation.

Review of this Memorandum of Understanding

The MoU will be reviewed annually with a view to a formal update every five years.

The MoU may be amended at any time by agreement in writing of the parties.

Conduct of Members

Members acknowledge that they have a mutual interest in the successful planning, development and delivery of projects.

Sharing of Information

Members will make all efforts to investigate and share information relevant to projects or initiatives with each other. In the normal course of events, the members will work on the assumption that information should be freely exchanged.



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**MEMORANDUM OF UNDERSTANDING MOIRA SHIRE COUNCIL, HEALTH
AND EDUCATION ALLIANCE (cont'd)**

**ATTACHMENT No [1] - Memorandum of Understanding Moira Shire Council, Health
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**Memorandum of Understanding
Moira Shire Council Health and Education Alliance**

Confidentiality

Members must keep confidential and not allow, make or cause any disclosure of, or in relation to confidential information, without the prior written consent of the party which owns the rights to the confidential information. Such consent may be given or withheld, or given with directions, at the owning party's sole discretion.

Dispute Resolution

Where any dispute arises under this MoU, the organisations will take all necessary steps to resolve the dispute expeditiously by mutual agreement.

Termination of MoU

A party to this MoU may withdraw from it at any time by providing written notice of their withdrawal to the other parties to this MoU. Such withdrawal will not obviate any project activity obligations previously committed to by the withdrawing party, and the withdrawing party remains obligated to provide such information and funds as are required to meet those commitments between the time of withdrawal and the end of the financial year during which the notice of withdrawal is given. This will enable contractual arrangements already entered into to be fulfilled in their entirety.

Indemnity

All parties agree to indemnify and to keep indemnified all other parties to this Agreement, their employees, agents and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made against them, or any of them, in connection with each parties' performance or purported performance of their obligations under this Agreement.

Each parties' liability to indemnify the other parties shall be reduced proportionally to the extent that any act or omission of any party to this Agreement, their servants or agents, contributed to the loss or liability.

Hold Harmless

The parties agree to hold harmless the other parties, its servants and agents, and each of them in connection with all claims resulting from damage, loss, death or injury whatsoever which may otherwise be brought or made or claimed by the parties.

Expiry of MoU

The MoU will expire on 30 June 2028



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**MEMORANDUM OF UNDERSTANDING MOIRA SHIRE COUNCIL, HEALTH
AND EDUCATION ALLIANCE (cont'd)**

**ATTACHMENT No [1] - Memorandum of Understanding Moira Shire Council, Health
and Education Alliance**

**Memorandum of Understanding
Moira Shire Council Health and Education Alliance**

This Memorandum of Understand is brought into effect this day 13 December 2023.

Signature confirms the acceptance of the conditions of the Memorandum of Understanding for the
Moira Shire Council.

Name _____

Title _____

Address _____

EXECUTED as an agreement.

SIGNED for and on behalf of **Moira Shire Council**

.....
Authorised signatory

.....
Name of signatory (PRINT)

In the presence of:

.....
Witness

.....
Name of witness (PRINT)

Date:

This Memorandum of Understand is brought into effect this day 13 December 2023.



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**MEMORANDUM OF UNDERSTANDING MOIRA SHIRE COUNCIL, HEALTH
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**ATTACHMENT No [1] - Memorandum of Understanding Moira Shire Council, Health
and Education Alliance**

**Memorandum of Understanding
Moira Shire Council Health and Education Alliance**

Signature confirms the acceptance of the conditions of the Memorandum of Understanding for the
NCN Health.

Name _____

Title _____

Address _____

EXECUTED as an agreement.

SIGNED for and on behalf of **NCN Health**

.....

Authorised signatory

.....

Name of signatory (PRINT)

In the presence of:

.....

Witness

.....

Name of witness (PRINT)

Date:

This Memorandum of Understand is brought into effect this day 13 December 2023.



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**MEMORANDUM OF UNDERSTANDING MOIRA SHIRE COUNCIL, HEALTH
AND EDUCATION ALLIANCE (cont'd)**

**ATTACHMENT No [1] - Memorandum of Understanding Moira Shire Council, Health
and Education Alliance**

**Memorandum of Understanding
Moira Shire Council Health and Education Alliance**

Signature confirms the acceptance of the conditions of the Memorandum of Understanding for the
Cobram Secondary College.

Name _____
Title _____
Address _____

EXECUTED as an agreement.

SIGNED for and on behalf of **Cobram Secondary College**

.....
Authorised signatory Name of signatory (PRINT)

In the presence of:
.....
Witness Name of witness (PRINT)

Date:

This Memorandum of Understand is brought into effect this day 13 December 2023.



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AMANDA CHADWICK)

**MEMORANDUM OF UNDERSTANDING MOIRA SHIRE COUNCIL, HEALTH
AND EDUCATION ALLIANCE (cont'd)**

**ATTACHMENT No [1] - Memorandum of Understanding Moira Shire Council, Health
and Education Alliance**

**Memorandum of Understanding
Moira Shire Council Health and Education Alliance**

Signature confirms the acceptance of the conditions of the Memorandum of Understanding for the
Cobram Anglican Grammar School.

Name _____
Title _____
Address _____

EXECUTED as an agreement.

SIGNED for and on behalf of **Cobram Anglican Grammar School**

.....
Authorised signatory Name of signatory (PRINT)

In the presence of:

.....
Witness Name of witness (PRINT)

Date:

This Memorandum of Understand is brought into effect this day 13 December 2023.



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AMANDA CHADWICK)

**MEMORANDUM OF UNDERSTANDING MOIRA SHIRE COUNCIL, HEALTH
AND EDUCATION ALLIANCE (cont'd)**

**ATTACHMENT No [1] - Memorandum of Understanding Moira Shire Council, Health
and Education Alliance**

**Memorandum of Understanding
Moira Shire Council Health and Education Alliance**

Signature confirms the acceptance of the conditions of the Memorandum of Understanding for the
Yarrowonga Health.

Name ROBIN HABERECHT
Title INTERIM CHIEF EXECUTIVE OFFICER
Address 33 Piper Street, Yarrowonga 3730

EXECUTED as an agreement.

SIGNED for and on behalf of **Yarrowonga Health**

.....
Authorised signatory Name of signatory (PRINT)

In the presence of:

.....
Witness Name of witness (PRINT)

Date:

This Memorandum of Understand is brought into effect this day 13 December 2023.



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**(ACTING DIRECTOR CORPORATE
GOVERNANCE AND PERFORMANCE,
AMANDA CHADWICK)**

**MEMORANDUM OF UNDERSTANDING MOIRA SHIRE COUNCIL, HEALTH
AND EDUCATION ALLIANCE (cont'd)**

**ATTACHMENT No [1] - Memorandum of Understanding Moira Shire Council, Health
and Education Alliance**

**Memorandum of Understanding
Moira Shire Council Health and Education Alliance**

Signature confirms the acceptance of the conditions of the Memorandum of Understanding for the
Yarrowonga College P -12.

Name _____
Title _____
Address _____

EXECUTED as an agreement.

SIGNED for and on behalf of **Yarrowonga College P -12**

.....
Authorised signatory Name of signatory (PRINT)

In the presence of:

.....
Witness Name of witness (PRINT)

Date:

This Memorandum of Understand is brought into effect this day 13 December 2023.



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5. TRANSPARENT AND ACCOUNTABLE
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**ITEM NO: 9.1.1
(EXECUTIVE ASSISTANT TO THE
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(ACTING DIRECTOR CORPORATE
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**MEMORANDUM OF UNDERSTANDING MOIRA SHIRE COUNCIL, HEALTH
AND EDUCATION ALLIANCE (cont'd)**

**ATTACHMENT No [1] - Memorandum of Understanding Moira Shire Council, Health
and Education Alliance**

**Memorandum of Understanding
Moira Shire Council Health and Education Alliance**

Signature confirms the acceptance of the conditions of the Memorandum of Understanding for the
Sacred Heart College Yarrowonga.

Name _____
Title _____
Address _____

EXECUTED as an agreement.

SIGNED for and on behalf of **Sacred Heart College Yarrowonga**

.....
Authorised signatory Name of signatory (PRINT)

In the presence of:

.....
Witness Name of witness (PRINT)

Date:

This Memorandum of Understand is brought into effect this day 13 December 2023.



FILE NO:
2. A DIVERSE AND DYNAMIC ECONOMY

ITEM NO: 9.1.2
(MANAGER MARKETING COMMUNICATION
AND ADVOCACY, SCOTT WILLIAMS)
(CHIEF EXECUTIVE OFFICER, MICHAEL
TUDBALL)

MURRAY REGIONAL TOURISM FUNDING AGREEMENT

Recommendation

That Council enter into the 2024-2027 Partner Councils Funding Agreement with Murray Regional Tourism.

1. Executive Summary

This report recommends that Council enter into an agreement with Murray Regional Tourism (MRT) for 3 years, totaling \$172,107. This partnership allows Council to leverage collective strengths for sustainable economic development through tourism. The collaboration offers access to resources, expertise, and shared initiatives that will enhance tourism and stimulate economic growth.

2. Conflict of interest declaration

No conflict.

3. Background & Context

Murray Regional Tourism [MRT] is the peak cross border tourism entity for the Murray region. Its inception in 2010 came from a partnership between the Local Governments within the broader Murray region along with Visit Victoria [formerly Tourism Victoria] and Destination NSW.

The foundation of MRT and more broadly regional tourism boards, was to address the fragmented approach to growing the visitor economy over extended periods of time by both State and Local Government partners. That fragmented approach resulted in a decline in visitation over the proceeding 10-year period.

The Board has an Independent Chair, Skills Based Directors and Directors appointed by the Riverina & Murray Joint Organisation, and Murray River Group of Councils to ensure a strong cross section of skills from both the private and public sector.

The Murray Regional Tourism Board essentially provides industry development, product development, regional marketing, and leadership/advocacy for the growth and advancement of tourism in the region.

Murray Regional Tourism will soon transition to the new Visitor Economy Partnership (VEP) model, as announced recently by the Victorian Government, which will result in MRT almost doubling its state government annual funding [to \$590,000]. To achieve this increase however, it requires all six Victorian LGAs to continue their commitment to partnering with MRT.

Council has worked with MRT on specific areas of focus, within the agreement, that directly benefit the goals of Moira Shire. The below outlined commitments represent the collaborative agreement between Murray Regional Tourism and Moira Shire Council. These points detail the agreed-upon initiatives aimed at advancing regional tourism, infrastructure development, and community engagement in Moira Shire.

FILE NO:
2. A DIVERSE AND DYNAMIC ECONOMY

ITEM NO: 9.1.2
(MANAGER MARKETING COMMUNICATION
AND ADVOCACY, SCOTT WILLIAMS)
(CHIEF EXECUTIVE OFFICER, MICHAEL
TUDBALL)

MURRAY REGIONAL TOURISM FUNDING AGREEMENT (cont'd)

1. Greater regional advocacy support, particularly for Thompsons Beach Development and Yarrawonga Visitor Centre:

MRT commits to actively supporting the funding and development of a masterplan and infrastructure at Thompsons Beach, incorporating this project into MRT's advocacy agenda. MRT also reaffirms its commitment to the reinvention of the Yarrawonga Visitor Centre into an experience center, providing ongoing advocacy for funding and required studies.

2. Collaboration on Regional Events and Workshops:

MRT commits to providing events and workshops within and for the Moira Shire region, with a focus on engaging local industries for program input. This ensures that MRT's activities align with the needs and preferences of the local community.

3. Support for Beaches of the Murray Product Development:

MRT expresses a commitment to supporting the development of the Beaches of the Murray product development. This includes supporting content creation, signage, and stakeholder support.

4. Enhanced Website Support and Collaboration:

MRT commits to greater support for the improvement of its consumer website, Visit the Murray. This includes active involvement in website enhancement and improvements for the Sun Country section of this website.

5. Greater Input into MRT Strategy Development and Regional Marketing:

MRT will provide Moira Shire Council with the opportunity to have strategic input into the development of MRT's next Strategic Plan. This involves sharing drafts with Moira Shire Council for their input, ensuring that Moira Shire has a voice in shaping MRT's strategic direction. Additionally, MRT invites Moira Shire Council to actively contribute to regional marketing campaigns, fostering a collaborative approach for effective promotion.

6. Project Management of Murray River Adventure Trail Stages 1, 2, and 3:

MRT will project manage the development of Murray River Adventure Trail stages 1, 2, and 3, all of which cross through Moira Shire. This includes coordination, planning, and execution to ensure the successful implementation of these adventure stages.

7. Administration of ATDW Listings and Event Support:

MRT commits to administering Australian Tourism Data Warehouse (ATDW) listings across the Murray region, including Moira Shire. Additionally, MRT pledges support for events, ensuring they are appropriately listed and promoted, enhancing the overall tourism experience in the region.

The support from MRT is not limited to the above, these 7 measures only provide specific expectations as part of the broader services of the agreement.

FILE NO:
2. A DIVERSE AND DYNAMIC ECONOMY

ITEM NO: 9.1.2
(MANAGER MARKETING COMMUNICATION
AND ADVOCACY, SCOTT WILLIAMS)
(CHIEF EXECUTIVE OFFICER, MICHAEL
TUDBALL)

MURRAY REGIONAL TOURISM FUNDING AGREEMENT (cont'd)

4. Strategic Alignment

Council Plan

2. A diverse and dynamic economy

This partnership between MRT and Moira Shire strongly bolsters the pillar of a diverse and dynamic economy. Through collaborative initiatives and strategic tourism promotion, the partnership actively contributes to economic growth in Moira Shire.

5. Budget / Financial Considerations

The Investment for Moira Shire Council is over 3 years, with a 3% increase each year.

2024-2025: \$55,682

2025- 2026: \$57,352

2027- 2028: \$59,073

Total: \$172,107 over 3 years.

6. Risk & Mitigation

Risk

Financial – Moira Shire does not receive value for money in partnership.

Economic – MRT Strategy does not support the greater goals of the Moira Shire economic strategy.

Mitigation

Regular communications with MRT to hold accountable to expectations of agreement.

Moira Shire engages internal Eco Development team for input as part of MRT strategy consultation.

7. Conclusion

In summary, the Moira Shire's partnership with Murray Regional Tourism is a pragmatic step toward fostering economic growth through tourism. This collaboration, grounded in shared initiatives and clear expectations, will support our Council plan pillar - to be a diverse and dynamic economy.

Attachments

- 1↓ MRT Local Government Partner Value Proposition
- 2↓ PARTNER COUNCILS FUNDING AGREEMENT

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2. A DIVERSE AND DYNAMIC ECONOMY

ITEM NO: 9.1.2
(MANAGER MARKETING
COMMUNICATION AND ADVOCACY,
SCOTT WILLIAMS)
(CHIEF EXECUTIVE OFFICER, MICHAEL
TUDBALL)

MURRAY REGIONAL TOURISM FUNDING AGREEMENT (cont'd)

ATTACHMENT No [1] - MRT Local Government Partner Value Proposition



Local Government Partners
Value Proposition
FY 2024 - 2026

FILE NO:
2. A DIVERSE AND DYNAMIC ECONOMY

ITEM NO: 9.1.2
(MANAGER MARKETING
COMMUNICATION AND ADVOCACY,
SCOTT WILLIAMS)
(CHIEF EXECUTIVE OFFICER, MICHAEL
TUDBALL)

MURRAY REGIONAL TOURISM FUNDING AGREEMENT (cont'd)

ATTACHMENT No [1] - MRT Local Government Partner Value Proposition



MRT Local Government Partner Value Proposition

Why Partner with MRT

10 years prior to introduction of Murray Regional Tourism (MRT), the Murray River saw a decline in tourism across the region due to a fragmented approach to the visitor economy amongst local governments, tourism operators and tourism bodies.

Since the inception of MRT as the region's peak tourism body, tourism has continued to grow to be worth \$4.27b per year across the region for Year ending March 2023. This is due to the coordinated region based approach that MRT takes in advocating for, promoting, and advancing tourism and the visitor economy, across the Murray River region. These decisions have helped to shape and strengthen the region's tourism sector, empowering it to progress and thrive.

The transition to the new Visitor Economy Partnership model, as announced recently by the Victorian Government, will result in MRT almost doubling its state government annual funding (to \$590,000) allowing it to further strengthen and enhance its tourism development activities. To achieve this increase however, it requires all six Victorian LGAs to continue their commitment to partnering with MRT.

There has never been a more important time to work collaboratively to maximise government funding and continue to build our region together.

Introduction

Murray Regional Tourism (MRT) is the peak cross border tourism entity for the Murray region. Its inception in 2010 came from a partnership between the Local Governments within the broader Murray region along with Visit Victoria (formerly Tourism Victoria) and Destination NSW.

The foundation of MRT and more broadly regional tourism boards, was to address the fragmented approach to growing the visitor economy over extended periods of time by both State and Local Government partners. That fragmented approach resulted in a decline in visitation over the preceding 10 year period.

MRT Structure

MRT is structured as a Company Limited by Guarantee and operates with a long term strategic plan to grow the visitor economy, a clearly defined charter, and Memorandum of Understandings and funding agreements to protect all organisations involved in the partnership.

The Board has an Independent Chair, Skills Based Directors and Directors appointed by the Riverina & Murray Joint Organisation, and Murray River Group of Councils to ensure a strong cross section of skills from both the private and public sector.

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MRT Local Government Partner Value Proposition

The organisation is managed by a Chief Executive Officer, supported by a small team that includes an Administration assistant, and internal and contracted marketing, digital, and industry development specialists as required to deliver our Strategic Plan and associated annual programs.

Purpose

MRT's mission is to lead, grow, promote, and sustain visitation, tourism development, advancement, and tourism investment across the Murray River region.

Our vision is that the Murray River region is Australia's iconic regional tourism destination. We believe that:

1. The Murray River region, with its iconic river and waterways, extensive natural environment, inspiring holiday locations, and wealth of experiences for visitors of all ages, is Australia's most exciting regional tourism destination.
2. Tourism is vital to the economic prosperity of the Murray River region and the best way to achieve this is with a vibrant and progressive sector that not only meets, but surpasses, visitor expectations.
3. The interests of the Victorian and New South Wales Governments, local governments, and tourism operators are best served by a progressive regional tourism board that has extensive knowledge of the Murray River region and a deep understanding of the region's current and potential visitor economy.

To achieve our mission, vision and beliefs, we focus on the following four key strategic pillars:

1. **Industry development** – Improving the quality of tourism experiences in the region through industry education and support.
2. **Product development**- Facilitating investment in infrastructure, new products and experiences that revitalise the Region's tourism offer.
3. **Regional marketing**- Leading and supporting the Murray Region in the development of collaborative marketing programs.
4. **Leadership and advocacy**- Leading the growth and development of the Murray Region through expert knowledge, advocacy and industry engagement.

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ATTACHMENT No [1] - MRT Local Government Partner Value Proposition



MRT Local Government Partner Value Proposition

What our stakeholders say-

A stakeholder survey conducted in May/June 2023 (Mellor Olsen, 2023) revealed that MRT has overwhelmingly positive support amongst the majority of stakeholders surveyed who cited:

1. They agree that MRT provides a unified and effective voice on all issues relating to tourism as well as advocating tourism and growing the local economy.
2. MRT took a key role in crisis preparation and recovery of tourism and that our marketing campaigns and advocacy regarding flooding events were particularly beneficial to the region's recovery and visitor economy.
3. MRT's education programs and workshops are well supported, accessible and continue to fostering increased engagement and involvement amongst stakeholders.
4. MRT's efforts to increase cooperation and collaboration are held in high regard.
5. MRT's efforts to communicate with stakeholders was considered one of the organisation's top strengths.

In addition to the four strategic pillars MRT provides:

6. Clear leadership for what was a previously fragmented industry by leading crisis management, advocating for event support, being the authoritative voice on all tourism related matters.
7. Formal partnership for local government authorities to work together on visitor economy opportunities and identified issues
8. Strong advocacy at all levels of Government on behalf of the sector
9. Better coordination between all the key organisations involved within the visitor economy and a reduced duplication of effort across the region
10. Improved communication between government and all industry stakeholders operating across the region
11. Professional tourism leadership with direct links to key funding organisations - both State and Federal Governments
12. A central point of contact for State and Federal Governments on visitor economy related issues
13. Regional ownership of the strategic direction of the visitor economy through the locally managed approach and not by the state tourism offices

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ATTACHMENT No [1] - MRT Local Government Partner Value Proposition



MRT Local Government Partner Value Proposition

Why a Regional Tourism Board

MRT unites the Murray region's tourism industry ensuring memorable visitor experiences within this beautiful river destination. Since its inception in 2010, MRT has positively impacted the sector with its work focused on addressing many issues including fragmentation, poor resourcing, crisis management, heavy reliance on volunteers, increased investment, cross border issues and a duplication of resources and effort.

MRT develops an overarching tourism strategy in conjunction with its stakeholders, provides clear developmental direction, focused product development and support for infrastructure developments within the region. These relationships with levels of government enable consistent results.

Since 2010 MRT has delivered:

- A regional and coordinated approach to managing the visitor economy across the Murray region
- Significant growth in the visitor economy, employment and infrastructure development through our effective partnerships.
- Reduction of duplication of effort through improved efficiencies in resource utilisation, for example the delivery and development of The Murray River Adventure Trail which enables a centralised team at MRT to deliver the project on behalf of multiple councils.
- Increased investment from State government in the region's visitor economy by advocating for and supporting grant applications and investments which align to state and regional strategies.
- A region wide sharing of tourism knowledge and skills through delivery of region wide workshops, industry development, tourism manager forums, region familiarisations with key travel buyers and marketers.
- A strong representative voice for the visitor economy in the Murray region that supports advocacy and responds to local market conditions and issues.
- Strong working relationships with State Governments and a lead agency for Local Government to address issues of regional wide significance for example Parks Victoria/ NSW Parks relationships which affect multiple Council areas.
- Coordinated approach to create benefits and efficiencies that have delivered a sustainable return on investment to the LGAs. E.g., Co-operative marketing opportunities that enable access to scalable campaigns for accessible buy in

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MRT Local Government Partner Value Proposition

amounts.

- Provision of expertise not necessarily available within each Local Government organisation
Eg access to funding, investment attraction, strategic tourism development support.
- A coordinated approach to the management of crisis impacting the tourism sector, our role is pivotal in ensuring a consistent approach to crisis management of the visitor economy and resolving issues through State Government departments for the benefit of the whole region.

Key Outcomes of our current MoU

1. Secured funding for Stage 2 & 3 Detailed Design of the Murray River Adventure Trail, in partnership with our Victorian LGA's
2. Delivered over \$200,000 of industry development programs across the Murray Region
3. Implementation of the 2021-2024 Strategic Plan
4. Navigated industry through Covid challenges
5. Delivered Flood Recovery Marketing Campaigns
6. Generated over \$2 million in direct investment by our NSW and Victorian government into the regional tourism partnership and leverage LGA investments
7. Continued as the lead cross border tourism body for growing the visitor economy in the Murray region in partnership with both State and Local Governments
8. Developed the Murray region Destination Management Plan to set long term strategic direction for the region and support destinations
9. Developed Local Area Plans to support coordinated visitor and tourism cross border focused development
10. Supported significant projects and aided investment in various key infrastructure priorities
11. Facilitated whole of region tourism crisis management plan and associated crisis management committee to respond to and deal with crisis events. Activities have included, delivery of crisis media training, advocacy, research and marketing activation as examples along with specific detailed work to address COVID 19, the associated border closures and Floods.
12. Updated the Crisis Communication Plan
13. Continued to deliver strong advocacy support on behalf of the sector to all levels of government to reduce barriers and impediments to growth of the region
14. Invested in focused research programs providing valuable research to our partners, industry and government to assist monitor and assess the performance and strength of the visitor economy
15. Implemented Industry Development programs to build skills and capacity of the sector

MRT continues to be one of the longest standing and reputable tourism boards through its history of performance, highest levels of strong governance, equity amongst partners and

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MRT Local Government Partner Value Proposition

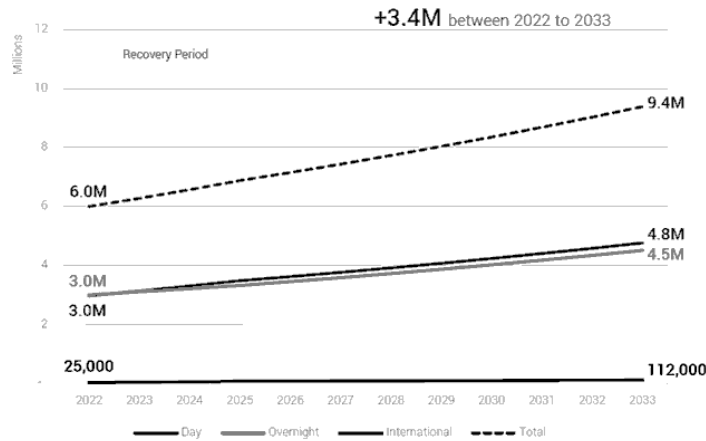
demonstrated engagement with industry. Our relationships with government, industry and private enterprise are invaluable to growing the visitor economy and supporting our partner councils.

The Future

We are excited to present the compelling value proposition for MRT, starting from the financial year 2024/25 for a period of three years. Together, we have a shared goal of regaining visitation levels to pre-COVID and floods by 2025. In this challenging economic environment, our collaborative efforts are more critical than ever. Here's why partnering with us is a high-value investment and an opportunity to shape the future of our region's tourism industry:

1.2. VISITATION PROJECTIONS

F1. VISITATION PROJECTIONS



Source: Urban Enterprise 2023, based on Tourism Research Australia (TRA) National Visitor Survey (NVS) and International Visitor Survey (IVS); ABS Regional Population Estimates.

Collective Growth and Recovery:

Working together, we can successfully restore visitation levels to pre-COVID and flood levels by 2025. Our joint efforts will leverage the strength of our partnership, combining resources, expertise, and marketing power to attract visitors back to our region. By joining forces, we can expedite the recovery process and ensure the sustainable growth of our visitor economy.

The focus of the organisation will be to continue to work in collaboration with both our LGA and State government partners to create region wide solutions to restore the visitor economy and set about building a viable and sustainable regional economy.

Key deliverables are:

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1. Implementation of the 2024-2026 Strategic Plan ensuring a holistic focus on the overall management of the destination through input from our partners.
2. Continuing as the lead cross border tourism entity for rebuilding the visitor economy in the Murray region in partnership with both State and Local Governments.
3. Delivery (in partnership) of the Murray Region Destination Management Plan and Local Area Plans, which will deliver improved visitor experiences, facilities and infrastructure across the region.
4. Working with our LGA partners and the private sector to identify a pipeline of infrastructure and investment opportunities for the region to strengthen the region's visitor experience. This critical aspect of our work drives growth across the region.
5. Working with partners to maximise marketing spend against shared objectives to drive increased visitation and yield with integrated marketing planning. Leveraging State Local and Regional marketing dollars.
6. Deliver the detailed concept design of Stages 2 & 3 of the Murray River Adventure Trail project. Including advocating for future funding of the trail build which will continue to grow the dispersal of visitors across the Murray Region.
7. Continuing to build industry capacity through delivery of best practice education and training initiatives across the Murray Region with scale to support the growth of business and upskilling of the workforce.
8. Coordinating access to timely and relevant research which provides shared benefits to our partners and industry
9. Continuing to be the key organisation between the local industry, LGAs and government on tourism marketing, destination management planning, industry development and tourism product priorities ensuring proactive advocacy, and leveraging of funding and marketing opportunities.
10. Providing strategic advice, access to skills and information from a whole of region perspective to avoid duplication of effort and maximise resources
11. Coordinating and delivering a digital program to ensure a visitor focused whole of Murray experience.
12. Assisting LGAs and industry with procurement of funding for key initiatives and events
13. Facilitating the implementation of the Murray Region Wide Strategies including Revitalising the Murray Strategy
14. Advocating on whole of region cross border issues impacting the sector including workforce training, access to river, licensing, business support and emergency cross

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MRT Local Government Partner Value Proposition

border issues.

15. Assisting with implementation of the NSW Visitor Economy Strategy 2030 and Victorian Experience Victoria 2033 Tourism Strategy

In addition to the above strategic initiatives, at the commencement of each financial year, MRT will provide a detailed annual plan to our Local Government partners outlining the key projects and activities MRT will deliver in partnership with our stakeholders and as aligned to our strategic plan. With the current strategic plan ending in June 2024, we commit to providing LGA partners with feedback opportunities on our new three-year strategic plan which will commence on 1 July 2024.

This is an extremely important time to continue investing in regional tourism, as we have the best ever funding opportunity from the Victorian Government, in particular, to grow our visitor economy with increased investment which would provide more resources we can invest in across the region.

Sustainable Funding Model

The funding model was designed in consultation with and agreed to by our Local Government partners based on ensuring it provided an opportunity for strong collaboration along with a high level of equity.

This model has been in existence since formation in 2010 and based on feedback from LGA partners. MRT acknowledge the cost pressures our LGA partners are experiencing across their budgets and as such we have minimised our increase to 3% from FY2024/25 for each year based on the current FY2023/24 contribution. This provides certainty across the life of the agreement.

This fair and transparent approach ensures equitable support and fosters collaborative growth across the region.

A detailed funding table is provided below outlining each of our partners total respective investment:

PARTNER COUNCILS	2024-2025 \$ 3% Increase	2025-2026 \$ 3% Increase	2026-2027 \$ 3% Increase
Albury City Council	56,877	58,583	60,340
Berrigan Shire Council	25,111	25,865	26,641
Campaspe Shire Council	66,311	68,301	70,350
Federation Council	26,389	27,180	27,996
Edward River Council	18,643	19,202	19,778
Gannawarra Shire Council	20,579	21,197	21,883

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Greater Hume Shire Council	13,246	13,643	14,052
Mildura Rural City Council	69,649	71,738	73,089
Moira Shire Council	55,682	57,352	59,073
Murray River Council	29,355	30,236	31,143
Swan Hill Rural City Council	32,321	33,291	34,290
Wodonga City Council	28,243	29,090	29,963
Wentworth Shire Council	15,265	15,723	16,194
Total	\$457,670	\$471,400	\$485,542

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MURRAY REGIONAL TOURISM FUNDING AGREEMENT (cont'd)

ATTACHMENT No [2] - PARTNER COUNCILS FUNDING AGREEMENT

**2024-2027
PARTNER COUNCILS' FUNDING AGREEMENT**

Between

**Murray Regional Tourism Limited (trading as Murray Regional
Tourism Board)**

(ABN 12 150 739 647) of 2 Heygarth Street, Echuca VIC 3564

And

Albury City Council

(ABN 92 965 474 349) of 553 Kiewa St, Albury NSW 2640

Berrigan Shire Council

(ABN: 53 900 833 102) of 56 Chanter Street, Berrigan NSW 2712

Campaspe Shire Council

(ABN: 23 604 881 620) of 2 Heygarth St, Echuca VIC 3564

Federation Council

(ABN: 30 762 048 084) of 100 Edward St, Corowa NSW

Edward River Council

(ABN: 90 407 359 958) of 180 Cressy Street, Deniliquin NSW 2710

Gannawarra Shire Council

(ABN: 98 993 182 937) of 47 Victoria St, Kerang VIC 3579

Greater Hume Shire Council

(ABN: 44 970 341 154) of 39 Young Street, Holbrook NSW 2644

Mildura Rural City Council

(ABN: 42 498 937 037) of 76 Deakin Avenue, Mildura Vic 3502

Moira Shire Council

(ABN: 20 538 141 700) of 44 Station St, Cobram VIC 3644

Murray River Council

(ABN: 30 308 161 484) of 21-25 Conargo Street, Mathoura NSW 2170

Swan Hill Rural City Council

(ABN: 97 435 620 016) of 45 Splatt Street, Swan Hill, VIC 3585

Wodonga City Council

(ABN: 63 277 160 265) of 104 Hovell St, Wodonga, VIC 3690

Wentworth Shire Council

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MURRAY REGIONAL TOURISM FUNDING AGREEMENT (cont'd)

ATTACHMENT No [2] - PARTNER COUNCILS FUNDING AGREEMENT

(ABN: 96 283 886 815) of 26-28 Adelaide Street, Wentworth NSW 2648

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MURRAY REGIONAL TOURISM FUNDING AGREEMENT (cont'd)

ATTACHMENT No [2] - PARTNER COUNCILS FUNDING AGREEMENT

Agreement Terms and Conditions

1. Background

- A. The Company is a company Limited by Guarantee and is governed by a Board of Directors whose members must operate in accordance with the Company Constitution, and Australian regulatory and governance laws.

The Company is the peak tourism organisation that advocates for, promotes, and advances tourism and the visitor economy, across the Murray River region in both Victoria and New South Wales. Its mission is to lead, grow, promote, and sustain visitation, tourism development, advancement, and tourism investment across the Murray River region. The Company is part of a highly cooperative federal, state and local government tourism ecosystem that works proactively together to advocate for and influence a robust and sustainable regional tourism sector.

- B. Partner Councils support tourism development through the involvement of local government personnel and departments including tourism, economic development, Visitor Information Centres and other relevant departments in delivery strategic outcomes for their jurisdictions.
- C. Partner Councils wish to support the Company to foster a robust, vibrant and sustainable regional tourism sector, through the allocation of funds on the terms specified in this Agreement.

IT IS AGREED

2. Definitions and Interpretation

2.1 Definitions

In this Agreement:

Agreement means this Agreement including any schedule or annexure to it.

Business Day means:

- a. for the purpose of sending or receiving a notice, a day which is not a Saturday, Sunday, bank holiday or public holiday in the city where the notice is received; and
- b. for all other purposes, a day which is not a Saturday, Sunday, bank holiday or public holiday in Victoria, Australia.

Company means Murray Regional Tourism Limited (trading as Murray Regional Tourism Board) (ABN 12 150 739 647).

Commencement Date means the date on which this Agreement commences being 1 July 2024.

Confidential Information means Intellectual Property or confidential information of either Party or its Related Body Corporate and includes without limitation, whether or not reduced to writing and whether or not considered alone or incorporating any other Confidential Information:

- a. the terms of and Schedules and any annexures to this Agreement;

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- b. financial information (including trading figures, expenses, margins, unpublished prices or costs, borrowings and other similar information);
- c. information concerning the practices, goals, personnel, methodologies, projects or policies of the Parties or any of their subsidiaries;
- d. trade secrets, information, ideas, concepts, know-how, technologies, processes and knowledge which is confidential or of a sensitive nature; and
- e. any other information which would reasonably be considered to be confidential in nature in relation to either Party,

but does not include any information that is, or has become, knowledge publicly available within Australia (other than as a result of any breach of the either Party's obligations under this Agreement).

Corporations Act means the *Corporations Act 2001* (Cth).

DJSIR means the Department of Jobs, Skills, Industry and Regions.

Expiration Date means 30 June 2027.

Funding Year means the period between and including 1 July of a year and 30 June of the following year, for the years between the Commencement Date and the Expiration Date.

Intellectual Property includes, but is not limited to, all trademarks, patents, inventions, designs, still and moving images and footage, broadcasts and recordings, brochures, works of authorship and website designs.

Partner Council means any one or more of the following:

- o Albury City Council (ABN 92 965 474 349)
- o Berrigan Shire Council (ABN 53 900 833 102)
- o Campaspe Shire Council (ABN 23 604 881 620)
- o Federation Council (ABN 30 762 048 084)
- o Edward River Council (ABN 90 407 359 958)
- o Gannawarra Shire Council (ABN 98 993 182 937)
- o Greater Hume Shire Council (ABN 44 970 341 154)
- o Mildura Rural City Council (ABN 42 498 937 037)
- o Moira Shire Council (ABN 20 538 141 700)
- o Murray River Council (ABN 30 308 161 484)
- o Swan Hill Rural City Council (ABN 97 435 620 016)
- o Wodonga City Council (ABN 63 277 160 265)
- o Wentworth Shire Council (ABN 96 283 886 815)

Partner Councils means collectively all of the Partner Councils.

Party means a party to this Agreement.

Related Body Corporate has the meaning given to that term in the Corporations Act.

Schedule means a schedule to this Agreement.

Strategic Plan means the Company's three-year strategic plan adopted by it from time to time.

2021-2024 Funding Agreement means the previous funding agreement between the Parties.

2.2 Interpretation

In this Agreement:

- a. clause headings are for convenience only and do not affect interpretation;
- b. amounts referred to are in Australian dollars;

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ATTACHMENT No [2] - PARTNER COUNCILS FUNDING AGREEMENT

- c. any Schedule or annexure to this Agreement forms part of the Agreement;
- d. and unless the context otherwise requires:
 - i. references to a clause are references to a clause of this Agreement;
 - ii. references to this Agreement or to any specified provision of this Agreement or to any other agreement or document will be construed as references to this Agreement or the specified provision of this Agreement or that other Agreement or document as amended or substituted with the Agreement of the relevant parties and in force at any relevant time
 - iii. references to any statute, ordinance or other law include all regulations and other enactments there under and all consolidations, amendments, re-enactments, or replacements thereof; and
 - iv. words importing the singular include the plural and vice versa, words importing a gender include other genders and references to a person will be construed as including an individual, the estate of an individual, firm, body corporate, association (whether incorporated or not), government and governmental, semi-governmental and local authority or agency.

2.3 Parties to the Agreement

The Parties to this Agreement ("Agreement") are:

- Murray Region Tourism Board ("**Company**") on the one hand; and
- Subject to clause 4.1, Partner Councils:
 - Albury City Council (ABN 92 965 474 349)
 - Berrigan Shire Council (ABN 53 900 833 102)
 - Campaspe Shire Council (ABN 23 604 881 620)
 - Federation Council (ABN 30 762 048 084)
 - Edward River Council (ABN 90 407 359 958)
 - Gannawarra Shire Council (ABN 98 993 182 937)
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 - Murray River Council (ABN 30 308 161 484)
 - Swan Hill Rural City Council (ABN 97 435 620 016)
 - Wodonga City Council (ABN 63 277 160 265)
 - Wentworth Shire Council (ABN 96 283 886 815)

("Partner Council", or collectively "Partner Councils", unless individually named).

3. Totality of Agreement

This Agreement incorporates the following documents:

- a. Agreement Terms & Conditions;
- b. Agreement Schedule A: Partner Council Funding Schedule;
- c. Agreement Schedule B: Murray Regional Tourism Board Obligations;
- d. Agreement Schedule C: Partner Council Obligations; and

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ATTACHMENT No [2] - PARTNER COUNCILS FUNDING AGREEMENT

- e. Agreement Signing Page/s.

4. Relationship of Parties

4.1 No contract between Partner Councils

For the sake of certainty this Agreement:

- a. constitutes an agreement between the Company and each of the Partner councils individually (not jointly); and
- b. Does not give rise to contractual relations as between each of the Partner councils, and as such does not give rise to any enforceable rights or obligations as between Partner Councils. A Partner Council's only rights or obligations relate to the Company.

4.2 Relationship generally

- a. Nothing in this Agreement creates any special relationship between the Parties, such as a partnership, joint venture, or employee/employer relationship.
- b. No Party has the authority to, and will not, act as agent for or on behalf of the other Party or represent or bind the other Party in any manner other than as specifically allowed for in this Agreement.

5. Agreement term

- a. This Agreement commences on the Commencement Date and concludes on the Expiration Date unless terminated earlier pursuant to clause 8.
- b. By mutual agreement between the Company and one, or any number of Partner Councils, this Agreement may continue beyond the Expiration Date for those Partner Councils wishing to remain bound, provided that the extension is recorded in writing and signed by all Parties who wish to continue with the Agreement. Any extension will form an appendix of this Agreement and will be subject to the same terms and conditions.

6. Funding terms

- a. Each Partner Council agrees to fund the Company as per Schedule A.
- b. Payments are to be made annually by the Partner Council subject to it having received a tax invoice from the Company.
- c. Invoices provided by the Company to the Partner Council pursuant to this clause must contain all information required by law or pursuant to any relevant Australian Taxation Office guidelines to qualify as a tax invoice for the purposes of GST.
- d. Payments by the Partner Council to the Company are to be made no later than 1 September each year and in accordance with Schedule A for the amount specified under that Funding Year, with the first payment to be made by 1 September 2024 for Funding Year 1.
- e. Additional funding may be provided by one or more Partner Councils, upon written agreement, for the delivery of specific programs decided jointly between the Company and the Partner Council or Partner Councils.

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SCOTT WILLIAMS)
(CHIEF EXECUTIVE OFFICER, MICHAEL
TUDBALL)

MURRAY REGIONAL TOURISM FUNDING AGREEMENT (cont'd)

ATTACHMENT No [2] - PARTNER COUNCILS FUNDING AGREEMENT

7. Obligations of the Parties

In addition to their obligations otherwise set out in this Agreement:

- a. The Company agrees to meet its obligations as set out in sections 2.0 and 3.0 in Schedule B.
- b. Partner Councils agree to meet their obligations as set out in Schedule C.

8. Termination

8.1 Priority of clause

This clause 8 prevails over any other clause in this Agreement and is not limited by any other provision of this Agreement (including implied terms). Termination under this clause does not affect any accrued rights or remedies that a Party may have.

8.2 Termination by a Partner Council

A Partner Council may withdraw from the Agreement ("**Withdrawing Partner Council**") where:

- a. both the Company and the Withdrawing Partner Council mutually agree in writing;
- b. the Withdrawing Partner Council provides the Company with written proof of a clear breach to the terms of this Agreement by the Company;
- c. the Company has provided the Withdrawing Partner Council with false or misleading information, and the provision of such information is to the detriment of the Withdrawing Partner Council; or
- d. Due to Victorian or New South Wales Government directives that result in a change of the Company name, ABN or structure, the Withdrawing Partner Council reasonably believes that these changes render the Agreement void.

("Withdrawal").

8.3 Termination by the Company

The Company may terminate this Agreement with a Partner Council or the Partner Councils ("**Exiting Partner Council**") where:

- a. both the Company and the Exiting Partner Council mutually agree in writing;
- b. the Company provides the Exiting Partner Council with written proof of a clear breach to the terms of this Agreement by the Exiting Partner Council;
- c. The Exiting Partner Council has provided the Company with false or misleading information, and the provision of such information is to the detriment of the Company; or
- d. Due to Victorian or New South Wales Government directives that result in a change of the Company name, ABN or structure, the Company reasonably believes that these changes render the Agreement void.

8.4 Remaining Partner Councils

Termination under clause 8.2 or 8.3 has the effect of termination of the Agreement between the Exiting/Withdrawing Partner Council on the one hand and the remaining Partner Councils ("**Remaining Partner Councils**") and the Company on the other. For the sake of certainty, the

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Agreement as between the Remaining Partner Councils and the Company does not terminate and remains on foot.

8.5 Notice of Termination

- a. Where a Party wishes to terminate in accordance with this clause 8, it must provide the other Party it is terminating the Agreement with, with 60 Business Days written notice stating the reasons for the termination ("**Notice of Termination**").
- b. A Notice of Termination must be served on the other Party referred to in clause 8.5a above at the address specified on the first page of this Agreement, or to another address, including an email address, as the other Party may from time to time notify it for the purposes of this clause.

8.6 Effect of Notice of Termination

- a. Where a Notice of Termination is served to the Company by a Partner Council, the Partner Council will forfeit any right to a pro rata refund of monies already paid to the Company for the current Funding Year.
- b. Where a Notice of Termination is served to the Company by a Partner Council, and where the Partner Council has received, but not paid an annual fee invoice as per clause 6, the Partner Council will remain responsible for full payment of this invoice.
- c. If a Notice of Termination is served by the Company on a Partner Council, then the Partner Council shall be entitled to a pro rata refund of monies already paid to the Company for the current funding year, unless the termination results from a breach of this Agreement by the Partner Council.

8.7 Dispute Resolution

Where appropriate, the Company, the Withdrawing Partner Council and/or the Exiting Partner Council can seek to enter into a dispute resolution process to resolve issues relating to the termination of the Agreement. Where this occurs, the other Party will, in good faith, agree to enter into the dispute resolution process under clause 12.

9. Indemnity

9.1 Indemnity from the Company

- a. The Company agrees to indemnify and hold harmless Partner Councils' officers and employees from any claims and suits by third parties for damages, injuries to persons (including death), property damages, losses and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, the Company's breach of its obligations under this Agreement including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Company, its officers, employees, agents, subcontractors, licensees, or invitees.

9.2 Partner Councils

- a. Each Partner Council and Partner Councils agree to indemnify and hold harmless the Company's officers and employees from any claims and suits by third parties for damages, injuries to persons (including death), property damages, losses and expenses including

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court costs and reasonable attorney's fees, arising out of, or resulting from, a Partner Council or Partner Councils breach of its obligations under this Agreement including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of a Partner Council or Partner Councils, their officers, employees, agents, subcontractors, licensees, or invitees.

9.3 Extent of liability

The extent of liability of any party pursuant to this clause 9 shall be limited to the extent of the proportion of losses caused by its breach of this Agreement.

10. Force Majeure

If a Party is unable to perform an obligation under this Agreement because of a matter beyond its control, including without limitation:

- a. acts of God, government or accidents;
- b. inability to source personnel;
- c. pandemic or epidemic including government imposed-lockdowns;
- d. acts or threats of terrorism or war;
- e. failure of bank payment systems; or
- f. industrial disputes or strikes.
("Force Majeure Event")

then:

- g. as soon as reasonably practicable (and in any event no later than 20 business days after the Force Majeure Event arises), that Party must notify the other Party of the extent to which the notifying Party is unable to perform its obligation;
- h. where a Party complies with clause 10.g above, that Party's obligation to perform that obligation under this Agreement will be suspended for the duration of the delay arising directly out of the Force Majeure Event; and
- i. in all cases, the Parties must use their best endeavours to minimise the impact of any Force Majeure Event.

A Partner Council party is not excused from any obligation to pay money, including in accordance with clause 6, to the Company because of a Force Majeure Event, despite any other provision of this Agreement.

11. Intellectual Property

- a. Each Party shall retain all rights, title and ownership of its own Intellectual Property whether existing or developed during this Agreement.
- b. For the sake of certainty, unless otherwise agreed by a separate agreement, where the Company has developed Intellectual Property, titles or rights, to promote tourism within a Partner Council, or Partner Council jurisdictions, the Company shall maintain ownership of that Intellectual Property.

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- c. For the sake of certainty, unless otherwise agreed by separate agreement, where a Partner Council, or Partner Councils, have developed Intellectual Property, titles or rights, to promote tourism within a Partner Council, or Partner Council jurisdictions, and where that Partner Council, or Partner Councils have assigned the Company the right to use that Intellectual Property, the Partner Council, or Partner Councils, shall maintain ownership of that Intellectual Property.

12. Dispute Resolution

12.1 Disputes Resolution Committee

Any disputes arising from this Agreement will be first referred to a Disputes Resolution Committee comprising of:

- a. the Chair of the Company;
- b. two Partner Council representatives; and
- c. a representative of each of DJSIR and Destination New South Wales.

DJSIR or Destination New South Wales will convene and manage this process, and its say on the makeup of the committee or the process to be followed shall be final.

12.2 Agreement Dispute Committee

If the Disputes Resolution Committee are unable to resolve the dispute, the committee will refer the dispute to a be referred to an Agreement Dispute Committee consisting of one representative from:

- a. Partner Councils;
- b. the Company;
- c. DJSIR;
- d. Destination New South Wales; and
- e. an independent industry representative ("**Independent Industry Representative**").

DJSIR or Destination New South Wales will convene the meeting and chair the Agreement Dispute Committee and its say on the makeup of the committee or the process to be followed shall be final.

12.3 Independent Industry Representative

The Independent Industry Representative will be appointed by a group consisting of a representative from:

- a. Partner Councils;
- b. the Company;
- c. DJSIR; and
- d. Destination New South Wales.

12.4 Mediation

In the event that the Agreement Dispute Committee are unable to resolve the dispute, the dispute may be referred by any party to the dispute to an independent mediator selected by the Agreement Dispute Committee. Where the majority of disputing parties are:

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- a. Based in New South Wales, the mediator will also be based in New South Wales. In the event that this mediator is unable to resolve the dispute, the mediator may refer the matter to the New South Wales judicatory for resolution.
- b. Based in Victoria, the mediator will also be based in Victoria. In the event that this mediator is unable to resolve the dispute, the mediator may refer the matter to the Victorian judicatory for resolution.
- c. The mediator shall be entitled to determine the mediation process to be followed.
- d. If the dispute is not resolved by mediation within 30 days of the mediator's appointment, then any party may commence legal proceedings to enforce its rights should it wish to do so.

13. Parties agree to be bound

It is the intention that this Agreement be binding on all of the Parties which have signed this Agreement, without the right of withdrawal from the Agreement except where the withdrawal and/or termination is in accordance with clause 8 of this Agreement.

14. Confidential information

14.1 Non-Disclosure

The Parties agree and undertake:

- a. To keep the Confidential Information of the other Parties secret and confidential; and
- b. Not to disclose, divulge or communicate any Confidential Information of any other Party to any third party, or to place at the disposal of any third party any Confidential Information, without the prior written consent of the Party to which the Confidential Information belongs.

14.2 No Rights

Except as expressly granted in this Agreement, the Parties agree that no right or licence is granted by or in this Agreement to any other Party in relation to any Confidential Information.

14.3 Duty to Inform

If a Party suspects or has reason to believe that any Confidential Information has been disclosed to any third party without the authorisation of the Party to which the Confidential Information belongs, it must immediately inform that Party.

14.4 Exceptions

Notwithstanding the other provisions of this clause, Confidential Information may be disclosed where its disclosure is required by law or otherwise with the written consent of the Party to which the Confidential Information belongs.

14.5 Survival

The Parties acknowledge that the terms of this clause survive and apply beyond the termination of this Agreement for whatever reason.

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ATTACHMENT No [2] - PARTNER COUNCILS FUNDING AGREEMENT

Schedule A: Partner Council Funding Schedule

In accordance with clause 6, Partner Councils agree to paying the following funds to the Company for the period 1 July 2024 to 30 June 2027.

Partner Council contributions are based on a 3% increase on the 2021-2024 Funding Agreement, and a 3% increase each Funding Year over the length of the Agreement.

	Year 1 Payment date 1/9/24	Year 2 Payment Date 1/9/25	Year 3 Payment date 1/9/26
	3% Increase	3% Increase	3% Increase
Councils	FY 24/25	FY 25/26	FY 26/27
Albury	\$56,877	\$58,583	\$60,340
Berrigan	\$25,111	\$25,865	\$26,641
Campaspe	\$66,311	\$68,301	\$70,350
Federation	\$26,389	\$27,180	\$27,996
Edward River	\$18,643	\$19,202	\$19,778
Gannawarra	\$20,579	\$21,197	\$21,833
Greater Hume	\$13,246	\$13,643	\$14,052
Mildura	\$69,649	\$71,738	\$73,890
Moira	\$55,682	\$57,352	\$59,073
Murray River	\$29,355	\$30,236	\$31,143
Swan Hill	\$32,321	\$33,291	\$34,290
Wodonga	\$28,243	\$29,090	\$29,963
Wentworth	\$15,265	\$15,723	\$16,194
	\$457,670	\$471,400	\$485,542

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ATTACHMENT No [2] - PARTNER COUNCILS FUNDING AGREEMENT

Schedule B: Murray Regional Tourism Board Obligations

1.0 Overarching strategic objectives

1.1 The Murray Regional Tourism Board ("Company") aims to:

- (1) Work with the tourism sector to lead and manage the strategic direction for the region's cross border visitor economy.
- (2) Be a strong and unifying voice for the regional tourism sector.
- (3) Make a strong contribution to regional prosperity by growing and sustaining a vibrant, viable and robust visitor economy.
- (4) Promote the Murray River region as a prime regional tourism destination.
- (5) Facilitate investment and reinvestment in new or existing products and facilities.
- (6) Take a lead role in supporting, guiding and mentoring those involved in the regional tourism sector.
- (7) Allocate New South Wales, Victorian Government and Partner Council funds to activities that grow, promote and sustain visitation, tourism development, advancement and tourism investment across the Murray River region.
- (8) Be a proactive and collaborative tourism partner to Partner Councils, working with them individually and jointly to develop tourism initiatives and solutions.
- (9) Garner greater cooperation and collaboration across the region's tourism sector in an effort to reduce duplication and provide greater efficiencies for the industry and that improve the visitor experience.
- (10) Identify and manage issues and risks that may impact the regional tourism sector.
- (11) Provide insights and research into regional visitation trends.

2.0 Specific Agreement obligations

2.1 The Company commits to:

- (1) Consulting with each Partner Council when developing its Strategic Plan and subsequently, maintaining, implementing, reviewing the plan's delivery against quantifiable success measures. Each Partner Council will be provided with a copy of the Strategic Plan.
- (2) Each Partner Council will be provided with a copy of the annual business plan.
- (3) Providing each Partner Council with reasonable access to visitation research data to assist make informed decisions.
- (4) Providing each Partner Council updates on issues or activities as appropriate relating to the Murray region visitor economy.
- (5) Working with Partner Councils to manage issues and/or crisis situations impacting the region and subsequently the tourism sector.
- (6) Between July-September 2027, undertaking an independent review of the Murray Regional Tourism to determine its effectiveness in delivering its Strategic Plan. The Parties acknowledge that this subclause (6) is intended to survive and apply beyond the Expiration Date of the Agreement.

3.0 Reporting obligations

3.1 The Company commits to:

- (1) Providing Partner Councils with a summary annually on how it is progressing the delivery of its Strategic Plan as measured against quantifiable key performance indices outlined in the Strategic Plan. This report will be delivered to Partner Councils by end of September each year.
- (2) Providing Partner Councils with a summary of outcomes delivered against quantifiable key performance indices outlined in its annual business plan. This report will be delivered to Partner Councils by the end of September each year.

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(3) Providing Partner Councils with a copy of the independent review it conducts in 2027 to determine its effectiveness in delivering its Strategic Plan. This review will be delivered to Partner Councils by 31 October 2027 and it will include the reviewer's findings in terms of the Company's:

- i. Performance against its commitments as set out in Schedule B.
- ii. Governance and management processes.
- iii. Level of stakeholder satisfaction of the Company.

The Parties acknowledge that this subclause (3) is intended to survive and apply beyond the Expiration Date of the Agreement.

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Schedule C: Partner Councils' Obligations

1.0 Specific Agreement obligations

1.1 Partner Councils and each Partner Council commit to:

- (1) Where relevant and when approached by Murray Regional Tourism Board ("Company"), supporting Company activities through the involvement of Partner Council personnel, particularly those personnel who are involved in tourism outcomes ("Personnel").
- (2) Integrating the Company's tourism initiatives into the annual work plans of Personnel.
- (3) Advocating the Company and the work that the Company undertakes in fostering tourism, to industry and government, as appropriate.
- (4) Allocating funding, in-kind support, or personnel to facilitate the delivery of agreed projects and programs.
- (5) Paying their annual invoice from the Company, as per clause 6, no later than the date required under this Agreement.
- (6) Making opportunities for Company representatives to present to, and engage with, Partner Councils.
- (7) Making opportunities for Partner Council senior representatives and executives to present to, and engage with the Company.
- (8) Where relevant, including the Company in decisions impacting key tourism programs and strategic tourism developments.
- (9) Sharing with the Company pertinent information relevant to the development of the regional tourism industry.
- (10) Partnering with the Company for visits and to attend tourism related forums within Partner Council areas.
- (11) Informing the Company of any known or suspected issues or crisis that may impact visitation to a Partner Council jurisdiction.
- (12) Supporting Partner Council staff who have been appointed to the Company Board, by enabling them the time required to meet their Board commitments.
- (13) Recognising the independent role, structure and purpose of the Company including in its advocacy for regional tourism as an independent voice to local, state, national and international media.
- (14) Unless granted specific permission by the Company, maintaining confidentiality of Company reports and reviews where these have not been made public by the Company.

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ATTACHMENT No [2] - PARTNER COUNCILS FUNDING AGREEMENT

Signing Pages

Murray Regional Tourism Board

The Murray Regional Tourism Board agrees to the terms and conditions set out in this Agreement:

Signed on behalf of the **Murray Regional Tourism Board (ABN 12 150 739 647)**

.....

Name:

Title:

Date:

In the presence of:

.....

Name:

Dated:

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Albury City Council

The Albury City Council agrees to the terms and conditions set out in this Agreement:

Signed on behalf of the **Albury City Council (ABN 92 965 474 349)**

.....
Name:

Title:

In the presence of:

.....
Name:

Dated:

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ATTACHMENT No [2] - PARTNER COUNCILS FUNDING AGREEMENT

Berrigan Shire Council

The Berrigan Shire Council agrees to the terms and conditions set out in this Agreement:

Signed on behalf of the **Berrigan Shire Council (ABN 53 900 833 102)**

.....

Name:

Title:

In the presence of:

.....

Name:

Dated:

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Campaspe Shire Council

The Campaspe Shire Council agrees to the terms and conditions set out in this Agreement:

Signed on behalf of the **Campaspe Shire Council (ABN 23 604 881 620)**

.....

Name:

Title:

In the presence of:

.....

Name:

Dated:

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ATTACHMENT No [2] - PARTNER COUNCILS FUNDING AGREEMENT

Federation Council

The Federation Council agrees to the terms and conditions set out in this Agreement:

Signed on behalf of the **Federation Council (ABN 30 762 048 084)**

.....

Name:

Title:

In the presence of:

.....

Name:

Dated:

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Edward River Council

The Edward River Council agrees to the terms and conditions set out in this Agreement:

Signed on behalf of the **Edward River Council (ABN 90 407 359 958)**

.....

Name:

Title:

In the presence of:

.....

Name:

Dated:

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Gannawarra Shire Council

The Gannawarra Shire Council agrees to the terms and conditions set out in this Agreement:

Signed on behalf of the **Gannawarra Shire Council (ABN 98 993 182 937)**

.....

Name:

Title:

In the presence of:

.....

Name:

Dated:

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ATTACHMENT No [2] - PARTNER COUNCILS FUNDING AGREEMENT

Greater Hume Shire Council

The Greater Hume Shire Council agrees to the terms and conditions set out in this Agreement:

Signed on behalf of the **Greater Hume Shire Council (ABN 44 970 341 154)**

.....

Name:

Title:

In the presence of:

.....

Name:

Dated:

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Mildura Rural City Council

The Mildura Rural City Council agrees to the terms and conditions set out in this Agreement:

Signed on behalf of the **Mildura Rural City Council (ABN 42 498 937 037)**

.....

Name:

Title:

In the presence of:

.....

Name:

Dated:

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Moira Shire Council

The Moira Shire Council agrees to the terms and conditions set out in this Agreement:

Signed on behalf of the **Moira Shire Council (ABN 20 538 141 700)**

.....

Name:

Title:

In the presence of:

.....

Name:

Dated:

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ATTACHMENT No [2] - PARTNER COUNCILS FUNDING AGREEMENT

Murray River Council

The Murray River Council agrees to the terms and conditions set out in this Agreement:

Signed on behalf of the **Murray River Council (ABN 30 308 161 484)**

.....

Name:

Title:

In the presence of:

.....

Name:

Dated:

FILE NO:
2. A DIVERSE AND DYNAMIC ECONOMY

ITEM NO: 9.1.2
(MANAGER MARKETING
COMMUNICATION AND ADVOCACY,
SCOTT WILLIAMS)
(CHIEF EXECUTIVE OFFICER, MICHAEL
TUDBALL)

MURRAY REGIONAL TOURISM FUNDING AGREEMENT (cont'd)

ATTACHMENT No [2] - PARTNER COUNCILS FUNDING AGREEMENT

Swan Hill Rural City Council

The Swan Hill Rural City Council agrees to the terms and conditions set out in this Agreement:

Signed on behalf of the **Swan Hill Rural City Council (ABN 97 435 620 016)**

.....

Name:

Title:

In the presence of:

.....

Name:

Dated:

FILE NO:
2. A DIVERSE AND DYNAMIC ECONOMY

ITEM NO: 9.1.2
(MANAGER MARKETING
COMMUNICATION AND ADVOCACY,
SCOTT WILLIAMS)
(CHIEF EXECUTIVE OFFICER, MICHAEL
TUDBALL)

MURRAY REGIONAL TOURISM FUNDING AGREEMENT (cont'd)

ATTACHMENT No [2] - PARTNER COUNCILS FUNDING AGREEMENT

Wodonga City Council

The Wodonga City Council agrees to the terms and conditions set out in this Agreement:

Signed on behalf of the **Wodonga City Council (ABN 63 277 160 265)**

.....

Name:

Title:

In the presence of:

.....

Name:

Dated:

FILE NO:
2. A DIVERSE AND DYNAMIC ECONOMY

ITEM NO: 9.1.2
(MANAGER MARKETING
COMMUNICATION AND ADVOCACY,
SCOTT WILLIAMS)
(CHIEF EXECUTIVE OFFICER, MICHAEL
TUDBALL)

MURRAY REGIONAL TOURISM FUNDING AGREEMENT (cont'd)

ATTACHMENT No [2] - PARTNER COUNCILS FUNDING AGREEMENT

Wentworth Shire Council

The Wentworth Shire Council agrees to the terms and conditions set out in this Agreement:

Signed on behalf of the **Wentworth Shire Council (ABN 96 283 886 815)**

.....

Name:

Title:

In the presence of:

.....

Name:

Dated:

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 11.2.1
(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)

**C029/23 - CAR PARK ACCESS ROAD AND ASSOCIATED WORKS - APEX
RESERVE, DOUG ROBINSON DRIVE, COBRAM**

Recommendation

That Council:

1. Award contract C029/23 – Car Park Access Road and Associated Works – Apex Reserve, Doug Robinson Drive, Cobram, to Apex Earthworks Pty Ltd for a contract value of \$793,312.04 (ex. GST); and
2. Authorise the Chief Executive Officer to sign the contract documents.

1. Executive Summary

The Moira Shire Council (Council) invited submissions from suitably qualified Principal Contractor's for the construction Stage 1 of the car park at Apex Reserve, Doug Robinson Drive, Cobram.

2. Conflict of interest declaration

There was no conflict of interest declared for this tender evaluation process.

3. Background & Context

Currently the gravel carpark area of Apex Reserve requires upgrades to the drainage and is subject to high traffic flows during sporting events, particularly during the wetter months.

The project consists of 129 Carparks which includes 4 spaces allocated for disabled parking.

Other works include, drainage, kerb and channel, retaining wall, bollards, fencing, landscaping and the relocation of existing services.

Upgrade of the existing gravel parking area to a sealed carpark to accompany the newly constructed Cobram Soccer Club and existing indoor recreation facility will provide the community with a functional, user friendly carpark by controlling vehicle movements as well as overhauling the drainage of the site.

Contract Details

This contract is for a lump sum amount with works expected to be completed within 20 weeks from the date of award.

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.1
(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)

**C029/23 - CAR PARK ACCESS ROAD AND ASSOCIATED WORKS - APEX
RESERVE, DOUG ROBINSON DRIVE, COBRAM (cont'd)**

Date of Public Notice

Advertising Medium	Date
Eprocure	1 October 2022
The Age	7 October 2023
Border Mail	7 October 2023
Shepparton News	10 October 2023
Cobram Courier	11 October 2023
Numurkah Leader	11 October 2023
Yarrawonga Chronicle	11 October 2023
Social Media	7 October 2023

Submissions closed on 1 November 2023.

Receipt of Tenders

5 submissions were received.

Supervision

Superintendent – Manager Engineering
Superintendent Representative – Project Manager, Engineering

Panel Membership

The submissions were independently evaluated in eProcure by the following positions:

- Acting Manager Operations
- Project Manager, Engineering
- Team Leader, Community and Recreational Development

The evaluation was moderated by the Procurement Coordinator.

Non-conforming tenders

No submissions were deemed non-conforming.

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.1
(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)

**C029/23 - CAR PARK ACCESS ROAD AND ASSOCIATED WORKS - APEX
RESERVE, DOUG ROBINSON DRIVE, COBRAM (cont'd)**

Tender Evaluation

The following evaluation criteria and weightings were used:

Weighted Evaluation Criteria	Weighting
Tendered Price	30%
Compliance with Specification	10%
Availability of Skills and Resources	10%
Track Record	20%
Management Schedules including OHS management schedules and insurance	20%
Contribution of Local Economy	10%
TOTAL	100.00%

A summary of the evaluation is provided in the confidential attachment.

4. Issues

No issues to report.

Council Plan

5. Transparent and accountable
governance

The Council Plan addresses the need for a well-run Council by implementing a transparent, engaging and accountable governance structure for current and future generations. The processes undertaken to award the contract meet the legislative and policy requirements relating to procurement and tendering.

5. Strategic Alignment

6. Internal & External Engagement

Engagement (who did you engage with?)
Internal Evaluation Panel

Feedback
Each member of the Evaluation Panel participated and contributed to the evaluation and moderation of the tender.

External N/A

N/A

7. Budget / Financial Considerations

Council conducted a public tender process to determine best value. The project budget for 2023/24 is \$1.2 million. The preferred tenderer's price is within budget.

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.1
(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)

**C029/23 - CAR PARK ACCESS ROAD AND ASSOCIATED WORKS - APEX
RESERVE, DOUG ROBINSON DRIVE, COBRAM (cont'd)**

8. Risk & Mitigation

Tenderers addressed risk management as part of their application. Site and project specific risks are requested and assessed at the project start up meeting.

9. Conclusion

After consideration of the submissions, including price and specification requirements, the evaluation panel recommends Apex Earthworks Pty Ltd be awarded contract C029/23 – Car Park Access Road and Associated Works – Apex Reserve, Doug Robinson Drive, Cobram for the lump sum value of \$793,312.04 ex gst.

Attachments

1. [C029/23 - Car Park Access Road and Associated Works - Apex Reserve, Doug Robinson Drive, Cobram - Appendix A - \(CONFIDENTIAL\)](#)

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.2
(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)

C018/23 - PROVISION OF ELECTRICAL MAINTENANCE SERVICES - PANEL

Recommendation

That Council:

1. Award the schedule of rates contract to the following tenderers under panel contract C018/23 – Provision of Electrical Maintenance – Panel for an initial term expiring on 30 September 2025 with the option to extend in 2 x 2 year periods to:
 - BEC Yarrawonga Pty Ltd
 - Byers Electrical (Vic) Pty Ltd
 - RTE Contracting Pty Ltd
 - Tonkin Plumbing Group Pty Ltd
2. Authorise the Chief Executive Officer to sign the contract documents and approve contract extensions within the provisions of the Contract.

1. Executive Summary

Moira Shire Council invited submissions from suitability qualified and experienced service providers to create a panel of suppliers for the provision of electrical and refrigeration maintenance for scheduled and urgent repairs to Council assets.

After being evaluated against the scoring criteria by the evaluation panel, all applicants have been recommended for appointment to the Provision of Electrical Maintenance panel.

2. Conflict of interest declaration

There was no conflict of interest declared for this tender evaluation process.

3. Background & Context

The services under the Contract are to be performed at various locations and Council assets within the Municipality and will include general electrical repairs and maintenance, emergency response and attendance, exit and emergency light testing, supply, and installation of new air conditioners etc.

Moira Shire Council previously tendered these services in July 2023. Due to a change in the tender notifications emails generated by eProcure, registered users who had not logged into the system in the previous 12 months did not receive a notification to say the tender had been released. This resulted in many existing local suppliers not being made aware of this tender opportunity.

Advertisements were placed in several newspapers however feedback received by the Procurement Coordinator indicated that many suppliers rely of the online tender portal email notification.

Moira Shire Council wishes to support local suppliers and therefore made the decision to re-open the tender for the electrical maintenance services panel.

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.2
(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)

**C018/23 - PROVISION OF ELECTRICAL MAINTENANCE SERVICES - PANEL
(cont'd)**

Contract Details

The schedule of rates contract is for an initial term expiring on 30 September 2025. Upon mutual agreement the Contract can be extended in 2 x 2 year periods. This contract is to commence on 1 January 2024.

Date of Public Notice

Medium	Date
Eprocure	17 October 2023
Social Media	17 October 2023
Shepparton News	17 October 2023
Cobram Courier	18 October 2023
Numurkah Leader	18 October 2023
Yarrawonga Chronicle	18 October 2023

Submissions closed on 8 November 2023.

Receipt of Tenders

4 submissions were received.

Supervision

Superintendent – Manager Parks, Recreation and Facilities
Superintendent Representative – Coordinator Facilities Maintenance

Panel Membership

The submissions were independently evaluated in Eprocure by the following positions:

- Manager Parks, Recreation and Facilities
- Coordinator Facilities Maintenance
- Project Manager, Construction & Assets

The evaluation was moderated by the Procurement Coordinator.

Non-conforming tenders

No submissions were deemed non-conforming.

FILE NO:
**5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE**

ITEM NO: 9.2.2
(PROCUREMENT OFFICER, LISA KNIGHT)
**(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)**

**C018/23 - PROVISION OF ELECTRICAL MAINTENANCE SERVICES - PANEL
(cont'd)**

Tender Evaluation

The following evaluation criteria and weightings were used:

Evaluation Criteria	Evaluation Weighting
Price	20%
Compliance with Specification	10%
Skills and Resources	20%
Track Record	20%
Management Schedules	20%
Contribution to Local Economy	10%

A summary of the evaluation is provided in the confidential attachment

4. Issues

No issues to report.

5. Strategic Alignment

Council Plan

5. Transparent and accountable governance

The Council Plan addresses the need for a well-run Council by implementing a transparent, engaging and accountable governance structure for current and future generations. The processes undertaken to award the contract meet the legislative and policy requirements relating to procurement and tendering.

6. Internal & External Engagement

Engagement

Internal Evaluation Panel

Feedback

Each member of the Evaluation Panel participated and contributed to the evaluation and moderation of the tender.

External General Public

Tender writing workshops were held on 19 & 26 July 2023.

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.2
(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)

C018/23 - PROVISION OF ELECTRICAL MAINTENANCE SERVICES - PANEL (cont'd)

7. Budget / Financial Considerations

Council conducted a public tender process to determine best value. Engaging contractors from the panel is funded within departmental operational budgets.

When Council staff procure the services from a Vendor Panel provider, it is a requirement under Council's Procurement Policy and Guidelines that the employees ensure Council is receiving value-for-money through supplier engagement. Value-for-money is validated through applying the Market Testing Thresholds stipulated in the Procurement Policy, as well as considering other factors such as supplier experience, qualifications, resourcing and ability to deliver within timeframes.

8. Risk & Mitigation

Tenderers addressed risk management as part of their application. Site and project specific risks are assessed by suppliers as the works are awarded.

9. Conclusion

After consideration of the submissions, including price and specification requirements, the evaluation panel recommends C018/23 – Provision of Electrical Maintenance – Panel be awarded to the following tenderers;

- BEC Yarrawonga Pty Ltd
- Byers Electrical (Vic) Pty Ltd
- RTE Contracting Pty Ltd
- Tonkin Plumbing Group Pty Ltd

Attachments

- 1 C018/23 - Provision of Electrical Maintenance - Appendix A (Confidential) - *printed in separate document*
- 2 [C018/23 - Provision of Electrical Maintenance - Price Summary](#)

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.2
(PROCUREMENT OFFICER, LISA
KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER,
BEAU MITTNER)

**C018/23 - PROVISION OF ELECTRICAL MAINTENANCE SERVICES - PANEL
(cont'd)**

**ATTACHMENT No [1] - C018/23 - Provision of Electrical Maintenance - Price
Summary**

C018/23 - Provision of Electrical Maintenance

All Rates are exclusive of GST

Due to the schedule of rates containing commercially sensitive information, the names of the companies awarded under the schedule of rates contract have been de-identified.

Item no	Description	Unit	Supplier 1	Supplier 2	Supplier 3	Supplier 4
1.1.1	Normal Hours - Qualified	Hour	\$90.00	\$110.00	\$130.00	\$118.00
1.1.2	Normal Hours - General	Hour	\$90.00			\$118.00
1.1.3	Normal Hours - Apprentice	Hour	\$70.00	\$60.00	\$60.00	\$70.91
1.1.4	Normal Hours - Emergency	Hour	\$180.00	\$110.00		\$190.00
1.2.1	After Hours - Qualified	Hour	\$180.00	\$156.00	\$220.00	\$200.00
1.2.2	After Hours - General	Hour	\$180.00			\$200.00
1.2.3	After Hours - Apprentice	Hour	\$140.00	\$75.00	\$120.00	\$140.00
1.2.4	After Hours - Emergency	Hour	\$180.00	\$156.00		\$340.00
1.3.1	Weekends / Public Holidays - Qualified	Hour	\$180.00	\$156.00	\$250.00	\$250.00
1.3.2	Weekends / Public Holidays - General	Hour	\$180.00			\$250.00
1.3.3	Weekends / Public Holidays - Apprentice	Hour	\$140.00	\$75.00	\$150.00	\$170.00
1.3.4	Weekends / Public Holidays - Emergency	Hour	\$180.00	\$156.00		\$420.00
1.5.1	"Supply only" of materials not provided by Council (Cost + %)	%	15%	18%	25%	30%
1.5.2	"Supply" of hire equipment (Cost + %)	%	15%	5%	0%	30%
1.5.3	Travel	Km	\$1.00	Standard hrs rate	\$0.80	\$1.31
1.5.4	Call Out Fee	Each	\$180.00	Min 4 hrs	\$150.00	\$150.00

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.3
(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)

C019/23 - PROVISION OF PAINTING SERVICES - PANEL

Recommendation

That Council:

1. Award the schedule of rates contract to the following tenderers under panel contract C019/23 – Provision of Painting Services – Panel for an initial term expiring on 30 September 2025 with the option to extend in 2 x 2 year periods to:
 - Melbourne Master Painting & Maintenance Pty Ltd
 - Powelly's Painting & Rendering Pty Ltd atf Matt Powell Family Trust
2. Authorise the Chief Executive Officer to sign the contract documents and approve contract extensions within the provisions of the Contract.

1. Executive Summary

Moira Shire Council invited submissions from suitability qualified and experienced service providers to create a panel for the provision of scheduled and urgent painting services to maintain and repair Council assets.

2 submissions were received. After being evaluated against the scoring criteria by the evaluation panel, all applicants have been recommended for appointment to the Provision of Painting Services panel.

2. Conflict of interest declaration

There was no conflict of interest declared for this tender evaluation process.

3. Background & Context

The services under the Contract are to be performed at various locations and Council assets within the Municipality including Council's annual painting program, reactive repairs, commercial painting of swimming pools etc.

Moira Shire Council previously tendered these services in July 2023. Due to a change in the tender notifications emails generated by eProcure, registered users who had not logged into the system in the previous 12 months did not receive a notification to say the tender had been released. This resulted in many existing local suppliers not being made aware of this opportunity.

Advertisements were placed in several newspapers however feedback received by the Procurement Coordinator indicated that many suppliers rely of the online tender portal email notification.

Moira Shire Council wishes to support local suppliers and therefore made the decision to re-open the tender for the provision of painting services panel.

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.3
(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)

C019/23 - PROVISION OF PAINTING SERVICES - PANEL (cont'd)

Contract Details

The schedule of rates contract is for an initial term expiring on 30 September 2025. Upon mutual agreement the Contract can be extended in 2 x 2 year periods. This contract is to commence on 1 January 2024.

Date of Public Notice

Medium	Date
Eprocure	17 October 2023
Social Media	17 October 2023
Shepparton News	17 October 2023
Cobram Courier	18 October 2023
Numurkah Leader	18 October 2023
Yarrawonga Chronicle	18 October 2023

Submissions closed on 8 November 2023

Receipt of Tenders

2 submissions were received.

Supervision

Superintendent – Manager Parks, Recreation and Facilities
Superintendent Representative – Coordinator Facilities Maintenance

Panel Membership

The submissions were independently evaluated in Eprocure by the following positions:

- Manager Parks, Recreation and Facilities
- Coordinator Facilities Maintenance
- Project Manager, Construction & Assets

The evaluation was moderated by the Procurement Coordinator.

Non-conforming tenders

No submissions were deemed non-conforming.

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.3
(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)

C019/23 - PROVISION OF PAINTING SERVICES - PANEL (cont'd)

Tender Evaluation

The following evaluation criteria and weightings were used:

Evaluation Criteria	Evaluation Weighting
Price	20%
Compliance with Specification	10%
Skills and Resources	20%
Track Record	20%
Management Schedules	20%
Contribution to Local Economy	10%

A summary of the evaluation is provided in the confidential attachment

4. Issues

No issues to report.

Council Plan

5. Transparent and accountable governance

The Council Plan addresses the need for a well-run Council by implementing a transparent, engaging and accountable governance structure for current and future generations. The processes undertaken to award the contract meet the legislative and policy requirements relating to procurement and tendering.

5. Strategic Alignment

6. Internal & External Engagement

Engagement (who did you engage with?)
Internal Evaluation Panel

Feedback
Each member of the Evaluation Panel participated and contributed to the evaluation and moderation of the tender.

External General Public

Tender writing workshops were held on 19 & 26 July 2023.

7. Budget / Financial Considerations

Council conducted a public tender process to determine best value. Engaging contractors from the panel is funded within departmental operational budgets.

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.3
(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)

C019/23 - PROVISION OF PAINTING SERVICES - PANEL (cont'd)

When Council staff procure the services from a Vendor Panel provider, it is a requirement under Council's Procurement Policy and Guidelines that the employees ensure Council is receiving value-for-money through supplier engagement. Value-for-money is validated through applying the Market Testing Thresholds stipulated in the Procurement Policy, as well as considering other factors such as supplier experience, qualifications, resourcing and ability to deliver within timeframes.

8. Risk & Mitigation

Tenderers addressed risk management as part of their application. Site and project specific risks are assessed by suppliers as the works are awarded.

9. Conclusion

After consideration of the submissions, including price and specification requirements, the evaluation panel recommends C019/23 – Provision of Painting Services – Panel be awarded to the following tenderers;

- Melbourne Master Painting & Maintenance Pty Ltd
- Powelly's Painting & Rendering Pty Ltd atf Matt Powell Family Trust

Attachments

- 1 [↓](#) C019/23 - Provision of Painting Services - Panel - Appendix A - (CONFIDENTIAL)
- 2 [↓](#) C019/23 - Provision of Painting Services - Price Summary

FILE NO:
**5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE**

ITEM NO: 9.2.3
**(PROCUREMENT OFFICER, LISA
KNIGHT)**
**(ACTING CHIEF FINANCIAL OFFICER,
BEAU MITTNER)**

C019/23 - PROVISION OF PAINTING SERVICES - PANEL (cont'd)

ATTACHMENT No [2] - C019/23 - Provision of Painting Services - Price Summary

C019/23 - Provision of Painting Services

All Rates are exclusive of GST

Due to the schedule of rates containing commercially sensitive information, the names of the companies awarded under the schedule of rates contract have been de-identified.

Item no	Description	Unit	Supplier 1	Supplier 2
1.1.1	Normal Hours - Qualified	Hour	\$85.00	\$60.00
1.1.2	Normal Hours - General	Hour	\$75.00	\$60.00
1.1.3	Normal Hours - Apprentice	Hour	\$45.00	\$60.00
1.1.4	Normal Hours - Emergency	Hour	\$100.00	\$80.00
1.2.1	After Hours - Qualified	Hour	\$95.00	\$75.00
1.2.2	After Hours - General	Hour	\$85.00	\$75.00
1.2.3	After Hours - Apprentice	Hour	\$55.00	\$75.00
1.2.4	After Hours - Emergency	Hour	\$100.00	\$95.00
1.3.1	Weekends / Public Holidays - Qualified	Hour	\$100.00	\$85.00
1.3.2	Weekends / Public Holidays - General	Hour	\$90.00	\$85.00
1.3.3	Weekends / Public Holidays - Apprentice	Hour	\$55.00	\$85.00
1.3.4	Weekends / Public Holidays - Emergency	Hour	\$100.00	\$95.00
1.5.1	"Supply only" of materials not provided by Council (Cost + %)	%	10%	15%
1.5.2	"Supply" of hire equipment (Cost + %)	%	10%	15%
1.5.3	Travel	Km	10Km	\$0.45
1.5.4	Call Out Fee	Hour		
1.5.5	Call Out Fee	Each	\$200.00	\$240.00

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.4
(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)

C020/23 - PROVISION OF PLUMBING & GAS FITTING SERVICES - PANEL

Recommendation

That Council:

1. Award the schedule of rates contract to the following tenderers under panel contract C020/23 – Provision of Plumbing & Gas Fitting Services - Panel for an initial term expiring on 30 September 2025 with the option to extend in 2 x 2 year periods to:
 - A1 Electric Motors Pty Ltd
 - Andy Hemingway Plumbing & Gasfitting Pty Ltd
 - AXT Plumbing Pty Ltd
 - Coulter Plumbing Pty Ltd
 - Total Drain Cleaning Services Pty Ltd
2. Authorise the Chief Executive Officer to sign the contract documents and approve contract extensions within the provisions of the Contract.

1. Executive Summary

Moira Shire Council invited submissions from suitability qualified and experienced service providers to create a panel for the provision of specialised drainage and plumbing and gas fitting services to Council's assets.

Four submissions were received. After being evaluated against the scoring criteria by the evaluation panel, all applicants have been recommended for appointment to the Provision of Plumbing & Gas Fitting Services panel.

2. Conflict of interest declaration

There was no conflict of interest declared for this tender evaluation process.

3. Background & Context

The services under the Contract are to be performed at various locations and Council assets within the Municipality. Services include general plumbing, roofing maintenance, gutter and storm water repairs, gas appliance services, testing and repairs etc.

Moira Shire Council previously tendered these services in July 2023. Due to a change in the tender notifications emails generated by eProcure, registered users who had not logged into the system in the previous 12 months did not receive a notification to say the tender had been released. This resulted in many existing local suppliers not being made aware of this opportunity.

Advertisements were placed in several newspapers however feedback received by the Procurement Coordinator indicated that many suppliers rely of the online tender portal email notification.

Moira Shire Council wishes to support local suppliers and therefore made the decision to re-open the tender for the provision of plumbing and gas fitting services panel.

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.4
(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)

C020/23 - PROVISION OF PLUMBING & GAS FITTING SERVICES - PANEL (cont'd)

Contract Details

The schedule of rates contract is for an initial term expiring on 30 September 2025. Upon mutual agreement the Contract can be extended in 2 x 2 year periods. This contract will commence on 1 January 2024.

Date of Public Notice

Medium	Date
Eprocure	17 October 2023
Social Media	17 October 2023
Shepparton News	17 October 2023
Cobram Courier	18 October 2023
Numurkah Leader	18 October 2023
Yarrawonga Chronicle	18 October 2023

Submissions closed on 8 November 2023.

Receipt of Tenders

5 submissions were received.

Supervision

Superintendent – Manager Parks, Recreation and Facilities
Superintendent Representative – Coordinator Facilities Maintenance

Panel Membership

The submissions were independently evaluated in Eprocure by the following positions:

- Manager Parks, Recreation and Facilities
- Coordinator Facilities Maintenance
- Project Manager, Construction & Assets

The evaluation was moderated by the Procurement Coordinator.

Non-conforming tenders

No submissions were deemed non-conforming.

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.4
(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)

C020/23 - PROVISION OF PLUMBING & GAS FITTING SERVICES - PANEL (cont'd)

Tender Evaluation

The following evaluation criteria and weightings were used:

Evaluation Criteria	Evaluation Weighting
Price	20%
Compliance with Specification	10%
Skills and Resources	20%
Track Record	20%
Management Schedules	20%
Contribution to Local Economy	10%

A summary of the evaluation is provided in the confidential attachment

4. Issues

No issues to report.

Council Plan

5. Transparent and accountable governance

The Council Plan addresses the need for a well-run Council by implementing a transparent, engaging and accountable governance structure for current and future generations. The processes undertaken to award the contract meet the legislative and policy requirements relating to procurement and tendering.

5. Strategic Alignment

6. Internal & External Engagement

Engagement (who did you engage with?)
Internal Evaluation Panel

Feedback
Each member of the Evaluation Panel participated and contributed to the evaluation and moderation of the tender.

External General Public

Tender writing workshops were held on 19 & 26 July 2023.

7. Budget / Financial Considerations

Council conducted a public tender process to determine best value. Engaging contractors from the panel is funded within departmental operational budgets.

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.4
(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)

C020/23 - PROVISION OF PLUMBING & GAS FITTING SERVICES - PANEL (cont'd)

When Council staff procure the services from a Vendor Panel provider, it is a requirement under Council's Procurement Policy and Guidelines that the employees ensure Council is receiving value-for-money through supplier engagement. Value-for-money is validated through applying the Market Testing Thresholds stipulated in the Procurement Policy, as well as considering other factors such as supplier experience, qualifications, resourcing and ability to deliver within timeframes.

8. Risk & Mitigation

Tenderers addressed risk management as part of their application. Site and project specific risks are assessed by suppliers as the works are awarded.

9. Conclusion

After consideration of the submissions, including price and specification requirements, the evaluation panel recommends C020/23 – Provision of Plumbing & Gas Fitting Services - Panel be awarded to the following tenderers;

- A1 Electric Motors Pty Ltd
- Andy Hemingway Plumbing & Gasfitting Pty Ltd
- AXT Plumbing Pty Ltd
- Coulter Plumbing Pty Ltd
- Total Drain Cleaning Services Pty Ltd

Attachments

- 1 C020/23 - Provision of Plumbing & Gas Fitting Services - Panel - Appendix A
(CONFIDENTIAL) - *printed in separate document*
- 2 [↓](#) C020/23 - Provision of Plumbing Services - Price Summary

**FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE**

**ITEM NO: 9.2.4
(PROCUREMENT OFFICER, LISA
KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER,
BEAU MITTNER)**

**C020/23 - PROVISION OF PLUMBING & GAS FITTING SERVICES - PANEL
(cont'd)**

ATTACHMENT No [1] - C020/23 - Provision of Plumbing Services - Price Summary

C020/23 - Provision of Plumbing & Gas Fitting Services

All Rates are exclusive of GST

Due to the schedule of rates containing commercially sensitive information, the names of the companies awarded under the schedule of rates contract have been de-identified.

Item no	Description	Unit	Supplier 1	Supplier 2	Supplier 1	Supplier 4	Supplier 5
1.1.1	Normal Hours - Qualified	Hour	\$100.00	\$105.50	\$100.00	\$120.00	\$82.00
1.1.2	Normal Hours - General	Hour	\$75.00	\$105.50	\$100.00		\$82.00
1.1.3	Normal Hours - Apprentice	Hour	\$60.00	\$105.50	\$65.00	\$80.00	
1.1.4	Normal Hours - Emergency	Hour	\$120.00	\$105.50	\$100.00	\$180.00	\$82.00
1.2.1	After Hours - Qualified	Hour	\$150.00	\$158.00	\$230.00	\$180.00	\$117.00
1.2.2	After Hours - General	Hour	\$112.50	\$158.00	\$230.00		\$117.00
1.2.3	After Hours - Apprentice	Hour	\$90.00	\$158.00	\$180.00	\$120.00	
1.2.4	After Hours - Emergency	Hour	\$240.00	\$158.00	\$230.00	\$180.00	\$117.00
1.3.1	Weekends / Public Holidays - Qualified	Hour	\$200.00	\$158.00	\$230.00	\$180.00	\$137.00
1.3.2	Weekends / Public Holidays - General	Hour	\$150.00	\$158.00	\$230.00		\$137.00
1.3.3	Weekends / Public Holidays - Apprentice	Hour	\$120.00	\$158.00	\$180.00	\$120.00	
1.3.4	Weekends / Public Holidays - Emergency	Hour	\$240.00	\$158.00	\$230.00	\$180.00	\$137.00
1.5.1	"Supply only" of materials not provided by Council (Cost + %)	%	10%	15%	10%	20%	\$0.00
1.5.2	"Supply" of hire equipment (Cost + %)	%	10%	15%	10%	20%	\$0.00
1.5.3	Travel	Km	\$0.85	\$0.00	\$0.85	\$1.00	\$3.04
1.5.4	Call Out Fee	Hour					
1.5.5	Call Out Fee	Each	\$100.00	\$300.00	\$100.00	\$180.00	\$0.00

Plant / Equipment Hire							
Item no	Description	Unit	Supplier 1	Supplier 2	Supplier 1	Supplier 4	Supplier 5
	Standard Hours						
	Combination Jetting Vacuum Unit (Drain Cleaning) - 1 Operator	Hour					\$205.00
	Combination Jetting Vacuum Unit (Non Destructive Digging) - 1 Operator	Hour					\$205.00
	CCTV Unit - 1 Operator	Hour					\$167.00
	Additional Labour	Hour					\$82.00
	Liquid Tanker - 1 Operator	Hour					\$179.00
	Pipe Rehabilitation Unit - 2 Operators	Hour					\$331.00
	After Hours						
	Combination Jetting Vacuum Unit (Drain Cleaning) - 1 Operator	Hour					\$240.00
	Combination Jetting Vacuum Unit (Non Destructive Digging) - 1 Operator	Hour					\$240.00
	CCTV Unit - 1 Operator	Hour					\$202.00
	Additional Labour	Hour					\$117.00
	Liquid Tanker - 1 Operator	Hour					\$214.00
	Pipe Rehabilitation Unit - 2 Operators	Hour					\$401.00
	Weekends / Public Holidays						
	Combination Jetting Vacuum Unit (Drain Cleaning) - 1 Operator	Hour					\$260.00
	Combination Jetting Vacuum Unit (Non Destructive Digging) - 1 Operator	Hour					\$260.00
	CCTV Unit - 1 Operator	Hour					\$222.00
	Additional Labour	Hour					\$137.00
	Liquid Tanker - 1 Operator	Hour					\$224.00
	Pipe Rehabilitation Unit - 2 Operators	Hour					\$441.00

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.5
(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)

C021/23 - PROVISION OF TREE MAINTENANCE SERVICES - PANEL

Recommendation

That Council:

1. Award the schedule of rates contract to the following tenderers under panel contract C021/23 – Provision of Tree Maintenance Services – Panel for an initial term expiring on 30 September 2024 with the option to extend in 2 x 2 year periods.
 - Arboessence Pty Ltd atf The G&W Reynolds Family Trust
 - Border Trees Pty Ltd atf Spence Family Trust
 - Geoff Gerrish Tree Stump Removals Pty Ltd
 - HRL 019 Trust t/a Jones Tree Removal
 - RJ Bergamin & MJ Handford t/a Murray Valley Tree Maintenance
 - The Tree Company Arboricultural Services Pty Ltd
2. Authorise the Chief Executive Officer to sign the contract documents and approve contract extensions within the provisions of the Contract.

1. Executive Summary

Moira Shire Council invited submissions from suitability qualified and experienced service providers to create a panel for the provision of tree maintenance services for scheduled and urgent maintenance of Council trees.

6 submissions were received. After being evaluated against the scoring criteria by the evaluation panel, all applicants have been recommended for appointment to the Provision of Tree Maintenance Services panel.

2. Conflict of interest declaration

There was no conflict of interest declared for this tender evaluation process.

3. Background & Context

The services under the Contract are to be performed at various locations and Council assets within the Municipality including stump grinding, roadside mulching and tree clearance etc.

Moira Shire Council previously tendered these services in July 2023. Due to a change in the tender notifications emails generated by eProcure, registered users who had not logged into the system in the previous 12 months did not receive a notification to say the tender had been released. This resulted in many existing local suppliers not being made aware of this opportunity.

Advertisements were placed in several newspapers however feedback received by the Procurement Coordinator indicated that many suppliers rely of the online tender portal email notification.

Moira Shire Council wishes to support local suppliers and therefore made the decision to re-open the tender for the provision of tree maintenance services panel.

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.5
(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)

C021/23 - PROVISION OF TREE MAINTENANCE SERVICES - PANEL (cont'd)

Contract Details

The schedule of rates contract is for an initial term expiring on 30 September 2024. Upon mutual agreement the Contract can be extended in 2 x 2 year periods. This contract will commence on 1 January 2024.

Date of Public Notice

Medium	Date
Eprocure	17 October 2023
Social Media	17 October 2023
Shepparton News	17 October 2023
Cobram Courier	18 October 2023
Numurkah Leader	18 October 2023
Yarrawonga Chronicle	18 October 2023

Submissions closed on 8 November 2023.

Receipt of Tenders

6 submissions were received.

Supervision

Superintendent – Manager Parks, Recreation and Facilities

Superintendent Representative – Team Leader Arboriculture, Parks Recreation and Facilities

Panel Membership

The submissions were independently evaluated in Eprocure by the following positions:

- Manager Parks, Recreation and Facilities
- Coordinator Facilities Maintenance
- Project Coordinator, Parks Recreation and Facilities

The evaluation was moderated by the Procurement Coordinator.

Non-conforming tenders

No submissions were deemed non-conforming.

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.5
(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)

C021/23 - PROVISION OF TREE MAINTENANCE SERVICES - PANEL (cont'd)

Tender Evaluation

The following evaluation criteria and weightings were used:

Evaluation Criteria	Evaluation Weighting
Price	20%
Compliance with Specification	10%
Skills and Resources	20%
Track Record	20%
Management Schedules	20%
Contribution to Local Economy	10%

A summary of the evaluation is provided in the confidential attachment

4. Issues

No issues to report.

5. Strategic Alignment

Council Plan

5. Transparent and accountable governance

The Council Plan addresses the need for a well-run Council by implementing a transparent, engaging and accountable governance structure for current and future generations. The processes undertaken to award the contract meet the legislative and policy requirements relating to procurement and tendering.

6. Internal & External Engagement

Engagement (who did you engage with?)

Internal Evaluation Panel

Feedback

Each member of the Evaluation Panel participated and contributed to the evaluation and moderation of the tender.

External General Public

Tender writing workshops were held on 19 & 26 July 2023.

7. Budget / Financial Considerations

Council conducted a public tender process to determine best value. Engaging contractors from the panel is funded within departmental operational budgets.

When Council staff procure the services from a Vendor Panel provider, it is a requirement under Council's Procurement Policy and Guidelines that the employees ensure Council is receiving

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.5
(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)

C021/23 - PROVISION OF TREE MAINTENANCE SERVICES - PANEL (cont'd)

value-for-money through supplier engagement. Value-for-money is validated through applying the Market Testing Thresholds stipulated in the Procurement Policy, as well as considering other factors such as supplier experience, qualifications, resourcing and ability to deliver within timeframes.

8. Risk & Mitigation

Tenderers addressed risk management as part of their application. Site and project specific risks are assessed by suppliers as the works are awarded.

9. Conclusion

After consideration of the submissions, including price and specification requirements, the evaluation panel recommends C021/23 – Provision of Tree Maintenance Services – Panel be awarded to the following tenderers;

- Arboressence Pty Ltd atf The G&W Reynolds Family Trust
- Border Trees Pty Ltd atf Spence Family Trust
- Geoff Gerrish Tree Stump Removals Pty Ltd
- HRL 019 Trust t/a Jones Tree Removal
- RJ Bergamin & MJ Handford t/a Murray Valley Tree Maintenance
- The Tree Company Arboricultural Services Pty Ltd

Attachments

- 1 C021/23 - Provision of Tree Maintenance Services - Panel - Appendix A (CONFIDENTIAL)
- *printed in separate document*
- 2 [↓](#) C021/23 - Provision of Tree Maintenance Services - Price Summary

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.5
(PROCUREMENT OFFICER, LISA
KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER,
BEAU MITTNER)

C021/23 - PROVISION OF TREE MAINTENANCE SERVICES - PANEL (cont'd)

ATTACHMENT No [1] - C021/23 - Provision of Tree Maintenance Services - Price Summary

C021/23 - Provision of Tree Maintenance Services

All Rates are exclusive of GST

Due to the schedule of rates containing commercially sensitive information, the names of the companies awarded under the schedule of rates contract have been de-identified.

Description	Unit	Labour					
		Supplier 1	Supplier 2	Supplier 3	Supplier 4	Supplier 5	Supplier 6
Normal Hours - Qualified	Hour		\$110.00	\$100.00		\$70.00	\$90.00
Normal Hours - General	Hour		\$85.00	\$80.00		\$50.00	\$70.00
Normal Hours - Apprentice	Hour		\$80.00	\$80.00			\$40.00
Normal Hours - Emergency	Hour		\$125.00	\$135.00			\$90.00
After Hours - Qualified	Hour		\$154.00	\$200.00		\$100.00	\$110.00
After Hours - General	Hour		\$119.00	\$120.00		\$75.00	\$90.00
After Hours - Apprentice	Hour		\$112.00	\$160.00			\$60.00
After Hours - Emergency	Hour		\$175.00	\$270.00			\$110.00
Weekends / Public Holidays - Qualified	Hour		\$192.50	\$200.00		\$100.00	\$130.00
Weekends / Public Holidays - General	Hour		\$148.00	\$120.00		\$75.00	\$110.00
Weekends / Public Holidays - Apprentice	Hour		\$140.00	\$160.00			\$80.00
Weekends / Public Holidays - Emergency	Hour		\$218.75	\$270.00			\$130.00
Travel	Km		\$0.95	\$4.00		\$0.00	\$0.70
Call Out Fee	Each		\$450.00	\$0.00		\$0.00	\$100.00

Description	Unit	Plant / Equipment Hire					
		Supplier 1	Supplier 2	Supplier 3	Supplier 4	Supplier 5	Supplier 6
All Hours							
Tipper Truck	Hour			\$45.00			
Tipper Truck with 15 inch Chipper	Hour			\$80.00			
Tipper Truck with 18 inch Chipper	Hour			\$110.00			
Excavator 5t	Hour			\$70.00			
EWP 23m	Hour			\$80.00			
EWP 23m Insulated	Hour			\$70.00			
Loader	Hour			\$70.00			
Stump Grinder - 27hp	Hour			\$90.00			
Skid Steer loader with grab and tipper truck	Hour			\$190.00			
Additional Climber	Hour				\$60.00		
Standard Hours							
Tipper Truck	Hour						\$90.00
Chipper & Truck 9"	Hour		\$130.00				
Chipper & Truck 18" or 10"	Hour		\$160.00				\$170.00
Truck	Hour						\$170.00
Stump Grinding	cm						\$1.20
Skid Steer	Hour		\$200.00				\$90.00
25 metre EWP	Hour		\$300.00				
20 metre EWP	Hour		\$200.00				
18 metre EWP	Hour						\$170.00
16 metre EWP	Hour		\$160.00				
13 metre EWP	Hour		\$140.00				
Chipper	Hour					\$70.00	
Spider lift	Hour		\$250.00				
Cherry Picker	Hour					\$60.00	
Mulch / Crane Truck	Hour					\$60.00	
Stump Grinder with Operator	Hour	\$140.00					
Stump Grinder with tow vehicle	Hour		\$200.00				
Support Vehicle	Hour						\$90.00
Excavator	Hour		\$250.00				\$100.00
Full Team Crew consisting of 3 x Tip Truck, Wood Chipper, EWP, Excavator	Hour						\$350.00
EWP, Chipper / Truck / Tipper, Loader & Operator	Hour				\$375.00		
After Hours							
Tipper Truck	Hour						\$110.00
Truck	Hour						\$190.00
Chipper & Truck 9"	Hour		\$160.00				
Chipper & Truck 18" or 10"	Hour		\$200.00				\$190.00
Skid Steer	Hour		\$250.00				\$110.00
25 metre EWP	Hour		\$375.00				
20 metre EWP	Hour		\$250.00				
18 metre EWP	Hour						\$190.00

FILE NO:
**5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE**

ITEM NO: 9.2.5
**(PROCUREMENT OFFICER, LISA
KNIGHT)**
**(ACTING CHIEF FINANCIAL OFFICER,
BEAU MITTNER)**

C021/23 - PROVISION OF TREE MAINTENANCE SERVICES - PANEL (cont'd)

**ATTACHMENT No [1] - C021/23 - Provision of Tree Maintenance Services - Price
Summary**

16 metre EWP	Hour	\$200.00			
13 metre EWP	Hour	\$175.00			
Chipper	Hour			\$100.00	
Spider lift	Hour	\$310.00			
Cherry Picker	Hour			\$80.00	
Mulch / Crane Truck	Hour			\$80.00	
Stump Grinder with Operator	Hour	\$280.00			
Stump Grinder with tow vehicle	Hour	\$250.00			
Support Vehicle	Hour				\$110.00
Excavator	Hour	\$310.00			\$120.00
Full Team Crew consisting of 3 x Tip Truck, Wood Chipper, EWP, Excavator	Hour				\$400.00
EWP, Chipper / Truck / Tipper, Loader & Operator	Hour			\$500.00	
Weekends / Public Holidays					
Tipper Truck	Hour				\$130.00
Truck	Hour				\$210.00
Chipper & Truck 9"	Hour	\$185.00			
Chipper & Truck 18" or 10"	Hour	\$200.00			\$210.00
Isuzu Truck	Hour				
Skid Steer	Hour				\$130.00
26 metre EWP	Hour	\$375.00			
20 metre EWP	Hour	\$250.00			
18 metre EWP	Hour				\$210.00
16 metre EWP	Hour	\$200.00			
13 metre EWP	Hour	\$175.00			
Chipper	Hour			\$100.00	
Spider lift	Hour	\$310.00			
Cherry Picker	Hour			\$80.00	
Mulch / Crane Truck	Hour			\$80.00	
Stump Grinder with Operator	Hour	\$280.00			
Stump Grinder with tow vehicle	Hour	\$250.00			
Full Team Crew consisting of 3 x Tip Truck, Wood Chipper, EWP, Excavator	Hour				\$420.00
Excavator	Hour				\$140.00
Support Vehicle	Hour				\$210.00
EWP, Chipper / Truck / Tipper, Loader & Operator	Hour			\$475.00	

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.6
(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)

C022/23 - PROVISION OF BUILDING MAINTENANCE SERVICES - PANEL

Recommendation

That Council:

1. Award the schedule of rates contract to the following tenderers under panel contract C022/23 – Provision of Building Maintenance Services – Panel for an initial term expiring on 30 September 2024 with the option to extend in 2 x 2 year periods.
 - Custom Designed Kitchens (Group) Pty Ltd atf Custom Designed Kitchens Trust
 - Kennedy Builders Pty Ltd
 - Melbourne Master Painting & Maintenance Pty Ltd
 - Projects and Maintenance Squared Pty Ltd
 - Timothy James Garlic t/a Xtreme Gutter Clean - Vacuuming Service
2. Authorise the Chief Executive Officer to sign the contract documents and approve contract extensions within the provisions of the Contract.

1. Executive Summary

Moira Shire Council invited submissions from suitability qualified and experienced service providers to create a panel for the provision of building maintenance services to carry out minor capital works, building renewal projects and building maintenance on Council's assets.

5 submissions were received. After being evaluated against the scoring criteria by the evaluation panel, all applicants have been recommended for appointment to the Provision of Building Maintenance Services panel.

2. Conflict of interest declaration

There was no conflict of interest declared for this tender evaluation process.

3. Background & Context

The services under the Contract are to be performed at various locations and Council assets within the Municipality and include minor office renovations, plastering, refurbishment of public facilities and structures, installation of cladding and joinery and cabinetry works etc.

Moira Shire Council previously tendered these services in July 2023. Due to a change in the tender notifications emails generated by eProcure, registered users who had not logged into the system in the previous 12 months did not receive a notification to say the tender had been released. This resulted in many existing local suppliers not being made aware of this opportunity.

Advertisements were placed in several newspapers however feedback received by the Procurement Coordinator indicated that many suppliers rely on the online tender portal email notification.

Moira Shire Council wishes to support local suppliers and therefore made the decision to re-open the tender for the provision of building maintenance services panel.

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.6
(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)

C022/23 - PROVISION OF BUILDING MAINTENANCE SERVICES - PANEL (cont'd)

Contract Details

The schedule of rates contract is for an initial term expiring on 30 September 2024. Upon mutual agreement the Contract can be extended in 2 x 2 year periods. This contract is to commence on 1 January 2024

Date of Public Notice

Medium	Date
Eprocure	17 October 2023
Social Media	17 October 2023
Shepparton News	17 October 2023
Cobram Courier	18 October 2023
Numurkah Leader	18 October 2023
Yarrawonga Chronicle	18 October 2023

Submissions closed on 8 November 2023.

Receipt of Tenders

5 submissions were received.

Supervision

Superintendent – Manager Parks, Recreation and Facilities
Superintendent Representative – Coordinator Facilities Maintenance

Panel Membership

The submissions were independently evaluated in Eprocure by the following positions:

- Manager Parks, Recreation and Facilities
- Coordinator Facilities Maintenance
- Project Manager, Construction & Assets

The evaluation was moderated by the Procurement Coordinator.

Non-conforming tenders

No submissions were deemed non-conforming.

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.6
(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)

C022/23 - PROVISION OF BUILDING MAINTENANCE SERVICES - PANEL (cont'd)

Tender Evaluation

The following evaluation criteria and weightings were used:

Evaluation Criteria	Evaluation Weighting
Price	20%
Compliance with Specification	10%
Skills and Resources	20%
Track Record	20%
Management Schedules	20%
Contribution to Local Economy	10%

A summary of the evaluation is provided in the confidential attachment.

4. Issues

No issues to report.

Council Plan

5. Transparent and accountable governance

The Council Plan addresses the need for a well-run Council by implementing a transparent, engaging and accountable governance structure for current and future generations. The processes undertaken to award the contract meet the legislative and policy requirements relating to procurement and tendering.

5. Strategic Alignment

6. Internal & External Engagement

Engagement (who did you engage with?)
Internal Evaluation Panel

Feedback
Each member of the Evaluation Panel participated and contributed to the evaluation and moderation of the tender.

External General Public

Tender writing workshops were held on 19 & 26 July 2023.

7. Budget / Financial Considerations

Council conducted a public tender process to determine best value. Engaging contractors from the panel is funded within departmental operational budgets.

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.6
(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)

C022/23 - PROVISION OF BUILDING MAINTENANCE SERVICES - PANEL (cont'd)

When Council staff procure the services from a Vendor Panel provider, it is a requirement under Council's Procurement Policy and Guidelines that the employees ensure Council is receiving value-for-money through supplier engagement. Value-for-money is validated through applying the Market Testing Thresholds stipulated in the Procurement Policy, as well as considering other factors such as supplier experience, qualifications, resourcing and ability to deliver within timeframes.

8. Risk & Mitigation

Tenderers addressed risk management as part of their application. Site and project specific risks are assessed by suppliers as the works are awarded.

9. Conclusion

After consideration of the submissions, including price and specification requirements, the evaluation panel recommends C022/23 – Provision of Building Maintenance Services – Panel be awarded to the following tenderers;

- Custom Designed Kitchens (Group) Pty Ltd. atf Custom Designed Kitchens Trust
- Kennedy Builders Pty Ltd
- Melbourne Master Painting & Maintenance Pty Ltd
- Projects and Maintenance Squared Pty Ltd
- Timothy James Garlic t/a Xtreme Gutter Clean - Vacuuming Service

Attachments

- 1 C022/23 - Provision of Building Maintenance Services - Panel - Appendix A (CONFIDENTIAL) - *printed in separate document*
- 2 [C022/23 - Provision of Building Maintenance Services - Price Summary](#)

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.6
(PROCUREMENT OFFICER, LISA
KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER,
BEAU MITTNER)

**C022/23 - PROVISION OF BUILDING MAINTENANCE SERVICES - PANEL
(cont'd)**

**ATTACHMENT No [1] - C022/23 - Provision of Building Maintenance Services -
Price Summary**

C022/23 - Provision of Building Maintenance Services

All Rates are exclusive of GST

Due to the schedule of rates containing commercially sensitive information, the names of the companies awarded under the schedule of rates contract have been de-identified.

Description	Unit	Labour				
		Supplier 1	Supplier 2	Supplier 3	Supplier 4	Supplier 5
Normal Hours - Qualified	Hour	\$100.00	\$80.00	\$90.00		\$100.00
Normal Hours - General	Hour	\$70.00	\$65.00	\$90.00	\$110.00	\$85.00
Normal Hours - Apprentice	Hour	\$50.00	\$50.00	\$45.00		\$55.00
Normal Hours - Emergency	Hour	\$150.00	\$120.00			\$100.00
After Hours - Qualified	Hour	\$200.00	\$120.00	\$135.00		\$120.00
After Hours - General	Hour	\$140.00	\$97.50	\$135.00	\$155.00	\$100.00
After Hours - Apprentice	Hour	\$100.00	\$75.00	\$67.50		\$65.00
After Hours - Emergency	Hour	\$300.00	\$180.00			\$120.00
Weekends / Public Holidays - Qualified	Hour	\$150.00	\$120.00	\$135.00		\$130.00
Weekends / Public Holidays - General	Hour	\$90.00	\$97.50	\$135.00	\$155.00	\$110.00
Weekends / Public Holidays - Apprentice	Hour	\$75.00	\$75.00	\$67.50		\$65.00
Weekends / Public Holidays - Emergency	Hour	\$225.00	\$240.00			\$130.00
'Supply only' of materials not provided by Council (Cost + %)	%		10%	25%	0%	10%
'Supply' of hire equipment (Cost + %)	%		10%	0%	0%	10%
Travel	Km					
Call Out Fee	Hour		\$0.70	\$0.85	\$0.00	\$1.00
Call Out Fee	Each	\$300.00	\$120.00	\$0.00	\$0.00	\$200.00

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.7
(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)

C023/23 - PROVISION OF GENERAL TRADES & SERVICES - PANEL

Recommendation

That Council:

1. Award the schedule of rates contract to the following tenderers under panel contract C023/23 – Provision of General Trades & Services – Panel for an initial term expiring on 30 September 2024 with the option to extend in 2 single year periods.
 - Airmaster Corporation Pty Ltd
 - Burns, Jonathon Lee trading as JLB Concreting
 - Daniel Wilson
 - Dean Ciccone
 - Enrico Crestani trading as Murray River Concreting
 - Steven Iaria Pty Ltd atf The Steven Iaria Family Trust t/a GV Custom Kerbing
 - Melbourne Master Painting & Maintenance Pty Ltd
 - NT Avery Pty Ltd as The Trustee for NT Avery Family Trust
 - Watersmart Irrigation Pty Ltd
2. Authorise the Chief Executive Officer to sign the contract documents and approve contract extensions within the provisions of the Contract.

1. Executive Summary

Moira Shire Council invited submissions from suitability qualified and experienced service providers to create a panel of general trades and services to perform works and maintenance on Council's assets.

9 submissions were received. After being evaluated against the scoring criteria by the evaluation panel, all applicants have been recommended for appointment to the Provision of General Trades & Services panel.

2. Conflict of interest declaration

There was a conflict of interest declared for this tender. The Procurement Coordinator declared a direct conflict of interest and was removed from the evaluation and moderation process. The Contract Administrator completed the moderation for this tender.

The Procurement Coordinator did not have any decision making powers during the tender process however has prepared the Council report for Council's consideration.

3. Background & Context

The panel provides a range of services to Council including specialised drainage, landscaping, concreting, gutter cleaning, irrigation and other general maintenance and labour hire.

The services under the Contract are to be performed at various locations and Council assets within the Municipality.

Moira Shire Council previously tendered these services in July 2023. Due to a change in the tender notifications emails generated by eProcure, registered users who had not logged into the

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.7
(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)

C023/23 - PROVISION OF GENERAL TRADES & SERVICES - PANEL (cont'd)

system in the previous 12 months did not receive a notification to say the tender had been released. This resulted in many existing local suppliers not being made aware of this opportunity.

Advertisements were placed in several newspapers however feedback received by the Procurement Coordinator indicated that many suppliers rely of the online tender portal email notification.

Moira Shire Council wishes to support local suppliers and therefore made the decision to re-open the tender for the provision of general trades & services.

Contract Details

The schedule of rates contract is for an initial term expiring on 30 September 2024. Upon mutual agreement the Contract can be extended in 2 single year periods.

Date of Public Notice

Medium	Date
Eprocure	17 October 2023
Social Media	17 October 2023
Shepparton News	17 October 2023
Cobram Courier	18 October 2023
Numurkah Leader	18 October 2023
Yarrawonga Chronicle	18 October 2023

Submissions closed on 8 November 2023.

Receipt of Tenders

9 submissions were received.

Supervision

Superintendent – Manager Parks, Recreation and Facilities
Superintendent Representative – Coordinator Facilities Maintenance

Panel Membership

The submissions were independently evaluated in Eprocure by the following positions:

- Manager Parks, Recreation and Facilities
- Coordinator Facilities Maintenance
- Project Manager, Construction & Assets

The evaluation was moderated by the Procurement Coordinator.

Non-conforming tenders

No submissions were deemed non-conforming.

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GOVERNANCE

ITEM NO: 9.2.7
(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)

C023/23 - PROVISION OF GENERAL TRADES & SERVICES - PANEL (cont'd)

Tender Evaluation

The following evaluation criteria and weightings were used:

Evaluation Criteria	Evaluation Weighting
Price	20%
Compliance with Specification	10%
Skills and Resources	20%
Track Record	20%
Management Schedules	20%
Contribution to Local Economy	10%

A summary of the evaluation is provided in the confidential attachment.

4. Issues

No issues to report.

5. Strategic Alignment

Council Plan

5. Transparent and accountable governance

The Council Plan addresses the need for a well-run Council by implementing a transparent, engaging and accountable governance structure for current and future generations. The processes undertaken to award the contract meet the legislative and policy requirements relating to procurement and tendering.

6. Internal & External Engagement

Engagement (who did you engage with?)
Internal Evaluation Panel

Feedback
Each member of the Evaluation Panel participated and contributed to the evaluation and moderation of the tender.

External General Public

Tender writing workshops were held on 19 & 26 July 2023.

7. Budget / Financial Considerations

Council conducted a public tender process to determine best value. Engaging contractors from the panel is funded within departmental operational budgets.

When Council staff procure the services from a Vendor Panel provider, it is a requirement under Council's Procurement Policy and Guidelines that the employees ensure Council is receiving value-for-money through supplier engagement. Value-for-money is validated through applying the Market Testing Thresholds stipulated in the Procurement Policy, as well as considering

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C023/23 - PROVISION OF GENERAL TRADES & SERVICES - PANEL (cont'd)

other factors such as supplier experience, qualifications, resourcing and ability to deliver within timeframes.

8. Risk & Mitigation

Tenderers addressed risk management as part of their application. Site and project specific risks are assessed by suppliers as the works are awarded.

9. Conclusion

After consideration of the submissions, including price and specification requirements, the evaluation panel recommends C023/23 – Provision of General Trades & Services – Panel be awarded to the following tenderers;

- Airmaster Corporation Pty Ltd
- Burns, Jonathon Lee trading as JLB Concreting
- Daniel Wilson
- Dean Ciccone
- Enrico Crestani trading as Murray River Concreting
- Steven Iaria Pty Ltd atf The Steven Iaria Family Trust t/a GV Custom Kerbing
- Melbourne Master Painting & Maintenance Pty Ltd
- NT Avery Pty Ltd as The Trustee for NT Avery Family Trust
- Watersmart Irrigation Pty Ltd

Attachments

- 1 C023/23 - Provision of General Trades & Services - Panel - Appendix A - (CONFIDENTIAL) - *printed in separate document*
- 2 [↕](#) C023/23 - Provision of General Trades and Services - Price Summary

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE GOVERNANCE

ITEM NO: 11.2.7
(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU MITTNER)

C023/23 - PROVISION OF GENERAL TRADES & SERVICES - PANEL (cont'd)

ATTACHMENT No [1] - C023/23 - Provision of General Trades and Services - Price Summary

C023/23 - Provision of General Trades and Services - Panel

All Rates are exclusive of GST

Due to the schedule of rates containing commercially sensitive information, the names of the companies awarded under the schedule of rates contract have been de-identified.

Item no	Description	Unit	Labour										
			Supplier 1	Supplier 2	Supplier 3	Supplier 4	Supplier 5	Supplier 6	Supplier 7	Supplier 8	Supplier 9		
1.1.1	Normal Hours - Qualified	Hour	\$90.00	\$90.00	\$99.13	\$95.00	\$80.00	\$80.00	\$85.00	\$100.00	\$85.00	\$90.00	\$90.00
1.1.2	Normal Hours - General	Hour	\$60.00	\$70.00	\$99.13	\$80.00	\$60.00	\$60.00	\$85.00	\$85.00	\$85.00	\$80.00	\$90.00
1.1.3	Normal Hours - Apprentice	Hour		\$70.00	\$67.15				\$55.00	\$55.00		\$70.00	\$70.00
1.1.4	Normal Hours - Emergency	Hour		\$100.00	\$99.13	\$95.00			\$120.00	\$120.00	\$100.00		\$125.00
1.2.1	After Hours - Qualified	Hour	\$90.00	\$180.00	\$125.78	\$95.00	\$120.00	\$120.00	\$120.00	\$120.00	\$130.00	\$90.00	\$130.00
1.2.2	After Hours - General	Hour	\$60.00	\$140.00	\$125.78	\$80.00	\$80.00	\$80.00	\$95.00	\$95.00	\$130.00	\$80.00	\$130.00
1.2.3	After Hours - Apprentice	Hour		\$140.00	\$86.34				\$65.00	\$65.00		\$70.00	\$100.00
1.2.4	After Hours - Emergency	Hour		\$200.00	\$125.78	\$95.00			\$120.00	\$120.00	\$150.00		\$150.00
1.3.1	Weekends / Public Holidays - Qualified	Hour	\$90.00	\$180.00	\$125.78	\$95.00	\$120.00	\$120.00	\$120.00	\$130.00	\$120.00		\$120.00
1.3.2	Weekends / Public Holidays - General	Hour	\$60.00	\$140.00	\$125.78	\$80.00	\$100.00	\$100.00	\$110.00	\$110.00	\$120.00		\$120.00
1.3.3	Weekends / Public Holidays - Apprentice	Hour		\$140.00	\$86.34				\$65.00	\$65.00			\$100.00
1.3.4	Weekends / Public Holidays - Emergency	Hour		\$200.00	\$125.78	\$95.00			\$130.00	\$130.00	\$150.00		\$150.00
1.5.1	Supply only of materials not provided by Council (Cost + %)	%											
1.5.2	Supply of hire equipment (Cost + %)	%											
1.5.3	Travel	Km		\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00	\$1.00	\$3.00	\$4.00
1.5.4	Call Out Fee	Hour											
1.5.5	Call Out Fee	Each		\$350.00	\$68.00	\$0.00	\$0.00	\$0.00	\$200.00	\$200.00	\$150.00		\$300.00

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5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.8
(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)

C024/23 - PROVISION OF PLANT AND LABOUR HIRE - PANEL

Recommendation

That Council:

1. Award the schedule of rates contract to the following tenderers under panel contract C024/23 – Provision of Plant and Labour Hire – Panel for an initial term expiring 30 September 2025, with the option to extend in 2 x 2 year periods.
 - Coates Hire Operations Pty Ltd
 - Worktrainers Ltd t/a GAME Traffic & Contracting
 - Jonathon Lee Burns t/a JLB Concreting
 - MR & NA Jeffery t/a Goulburn Valley Gutter Cleaning
 - The Trustee for AAEBT Trust t/a NGH Earthmoving
 - Pipe Doctor Australia Pty Ltd
 - PJM Machinery Pty Ltd
 - Recivil Pty Ltd
 - Service Stream Maintenance Pty Ltd
2. Authorise the Chief Executive Officer to sign the contract documents and approve contract extensions within the provisions of the Contract.

1. Executive Summary

Moira Shire Council (Council) is inviting tenders from suitably qualified and experienced service providers to create a panel for the provision plant and labour hire with the option of wet and dry hire.

2. Conflict of interest declaration

There was no conflict of interest declared for this tender evaluation process.

3. Background & Context

Council is responsible for the condition of a wide range of assets within the Shire, including road and drainage infrastructure. The Shire operates both reactive and pro-active maintenance programs to ensure that assets in place fulfil their function.

The contract will be used to form a panel of suitably qualified companies or persons to provide plant and labour services to assist Council in the delivery of its asset maintenance programs, as required, at various locations within the municipality.

Council previously tendered these services in July 2023. Due to a change in the tender notifications emails generated by eProcure, registered users who had not logged into the system in the previous 12 months did not receive a notification to say the tender had been released. This resulted in many existing local suppliers not being made aware of this opportunity.

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C024/23 - PROVISION OF PLANT AND LABOUR HIRE - PANEL (cont'd)

Advertisements were placed in several newspapers however feedback received by the Procurement Coordinator indicated that many suppliers rely of the online tender portal email notification.

Moira Shire Council wishes to support local suppliers and therefore made the decision to re-open the tender for the provision of plan and labour hire panel.

Contract Details

The schedule of rates contract is for an initial term expiring on 30 September 2025. Upon mutual agreement the Contract can be extended in 2 x 2 year periods. This contract will commence on 1 January 2024.

Date of Public Notice

Medium	Date
Eprocure	17 October 2023
Social Media	17 October 2023
Shepparton News	17 October 2023
Cobram Courier	18 October 2023
Numurkah Leader	18 October 2023
Yarrawonga Chronicle	18 October 2023

Submissions closed on 8 November 2023.

Receipt of Tenders

10 submissions were received.

Supervision

Superintendent – Manager Operations

Superintendent Representative – Superintendent Works and Services

Panel Membership

The submissions were independently evaluated in Eprocure by the following positions:

- Team Leader Roads (Nathalia)
- Team Leader Operations (Tungamah)
- Manager Operations

The evaluation was moderated by the Procurement Coordinator.

Non-conforming tenders

No submissions were deemed non-conforming.

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5. TRANSPARENT AND ACCOUNTABLE
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(PROCUREMENT OFFICER, LISA KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER, BEAU
MITTNER)

C024/23 - PROVISION OF PLANT AND LABOUR HIRE - PANEL (cont'd)

Tender Evaluation

The following evaluation criteria and weightings were used:

Evaluation Criteria	Evaluation Weighting
Price	30%
Compliance with Specification	15%
Skills and Resources	15%
Track Record	15%
Management Schedules	15%
Contribution to Local Economy	10%

A summary of the evaluation is provided in the confidential attachment.

4. Issues

No issues to report.

Council Plan

5. Transparent and accountable
governance

The Council Plan addresses the need for a well-run Council by implementing a transparent, engaging and accountable governance structure for current and future generations. The processes undertaken to award the contract meet the legislative and policy requirements relating to procurement and tendering.

5. Strategic Alignment

6. Internal & External Engagement

Engagement (who did you engage with?)
Internal Evaluation Panel

Feedback
Each member of the Evaluation Panel participated and contributed to the evaluation and moderation of the tender.

External General Public

Tender writing workshops were held on 19 & 26 July 2023.

7. Budget / Financial Considerations

Council conducted a public tender process to determine best value. Engaging contractors from the panel is funded within departmental operational budgets.

When Council staff procure the services from a Vendor Panel provider, it is a requirement under Council's Procurement Policy and Guidelines that the employees ensure Council is receiving

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C024/23 - PROVISION OF PLANT AND LABOUR HIRE - PANEL (cont'd)

value-for-money through supplier engagement. Value-for-money is validated through applying the Market Testing Thresholds stipulated in the Procurement Policy, as well as considering other factors such as supplier experience, qualifications, resourcing and ability to deliver within timeframes.

8. Risk & Mitigation

Tenderers addressed risk management as part of their application. Site and project specific risks are assessed by suppliers as the works are awarded.

9. Conclusion

After consideration of the submissions, including price and specification requirements, the evaluation panel recommends C024/23 – Provision of Plant and Labour Hire – Panel be awarded to the following tenderers;

- Coates Hire Operations Pty Ltd
- Worktrainers Ltd t/a GAME Traffic & Contracting
- Jonathon Lee Burns t/a JLB Concreting
- MR & NA Jeffery t/a Goulburn Valley Gutter Cleaning
- The Trustee for AAEBT Trust t/a NGH Earthmoving
- Pipe Doctor Australia Pty Ltd
- PJM Machinery Pty Ltd
- Recivil Pty Ltd
- Service Stream Maintenance Pty Ltd

Attachments

- 1 C024/23 - Provision of Plant and Labour Hire - Panel - Appendix A - (CONFIDENTIAL) - *printed in separate document*
- 2 [2](#) C024/23 - Provision of Plant and Labour Hire - Panel Rates

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**5. TRANSPARENT AND ACCOUNTABLE
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ITEM NO: 9.2.8
**(PROCUREMENT OFFICER, LISA
KNIGHT)**
**(ACTING CHIEF FINANCIAL OFFICER,
BEAU MITTNER)**

C024/23 - PROVISION OF PLANT AND LABOUR HIRE - PANEL (cont'd)

ATTACHMENT No [1] - C024/23 - Provision of Plant and Labour Hire - Panel Rates

Item	Company	Rates			
		Standard \$/hr	After Hours \$/hr	Weekends \$/hr	Emergency Call-Out Fee Flat fee
General Labourer	Supplier 1	\$120.00		\$150.00	\$150.00
Supervisor	Supplier 1				
General Labourer	Supplier 2	\$85.00	\$130.00	\$130.00	\$150.00
Supervisor	Supplier 2	\$85.00	\$130.00	\$130.00	\$150.00
General Labourer	Supplier 3	\$85.00	\$132.50	\$188.50	\$275.00
Supervisor	Supplier 3	\$105.70	\$155.00	\$215.00	\$275.00
General Labourer	Supplier 4	\$50.00	\$55.00	\$75.00	\$100.00
Supervisor	Supplier 4	\$60.00	\$66.00	\$90.00	\$100.00
General Labourer	Supplier 5	\$0.00	\$0.00	\$0.00	\$0.00
Supervisor	Supplier 5	\$0.00	\$0.00	\$0.00	\$0.00
General Labourer	Supplier 6	\$76.78	\$107.18	\$178.62	\$428.70
Supervisor	Supplier 6	\$135.35	\$175.95	\$284.23	\$703.81
General Labourer	Supplier 7	\$80.00	\$96.00	\$104.00	
Supervisor	Supplier 7	\$120.00	\$144.00	\$156.00	
General Labourer	Supplier 8				
Supervisor	Supplier 8				
General Labourer	Supplier 9				
Supervisor	Supplier 9				

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C024/23 - PROVISION OF PLANT AND LABOUR HIRE - PANEL (cont'd)

ATTACHMENT No [1] - C024/23 - Provision of Plant and Labour Hire - Panel Rates

Supplier 1	Item	Capacity	Unit	PLANT HIRE RATES					Emergency Call-Out Fee Flat fee
				Dry Hire All Times \$/hr	Standard \$/hr	Wet Hire After Hours \$/hr	Weekends \$/hr	Standby All Times \$/hr	
	Gutter Vacuuming Truck	600ltr	Hour		\$120.00		\$150.00		\$120

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C024/23 - PROVISION OF PLANT AND LABOUR HIRE - PANEL (cont'd)

ATTACHMENT No [1] - C024/23 - Provision of Plant and Labour Hire - Panel Rates

Supplier 2	PLANT HIRE RATES										
	Item	Maker/Model/Body Type/Configuration	Capacity	Unit	Dry Hire All Times \$/hr	Standard \$/hr	Wet Hire After Hours \$/hr	Weekends \$/hr	Standby All Times \$/hr	Delivery Flat Fee	Emergency Call-Out Fee Flat fee
Labour Hire Only											

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C024/23 - PROVISION OF PLANT AND LABOUR HIRE - PANEL (cont'd)

ATTACHMENT No [1] - C024/23 - Provision of Plant and Labour Hire - Panel Rates

Supplier 3	PLANT HIRE RATES										
	Item	Make/Model/Body Type/Configuration	Capacity	Unit	Dry Hire All Times \$/hr	Standard \$/hr	After Hours \$/hr	Weekends \$/hr	Standby All Times \$/hr	Delivery Flat Fee	Emergency Call-Out Fee Flat Fee
	Grader	John Deere 670	14R	Hour		\$245.00	\$318.50	\$318.50		\$650.00	\$2,500.00
	Single Drum Smooth Roller	Hamm	14t	Hour		\$165.00	\$214.50	\$214.50		\$500.00	\$2,500.00
	Single Drum padfoot Roller	Hamm	14t	Hour		\$165.00	\$214.50	\$214.50		\$500.00	\$2,500.00
	Water Cart	MAK	10,000lt	Hour		\$150.00	\$195.00	\$195.00		\$ na	\$2,500.00
	Excavator 24t	CAT320E	20t	Hour		\$165.00	\$214.50	\$214.50		\$600.00	\$2,500.00
	Float	Western Star	3x6 Deck, W/dl	Hour		\$185.00	\$240.50	\$240.50		\$ na	\$2,500.00
	Profiler	Wirgin W200	2m	Hour		\$650.00	\$715.00	\$715.00		\$600.00	\$2,500.00
	Profiler	Wirgin W100f	1m	Hour		\$330.00	\$429.00	\$429.00		\$600.00	\$2,500.00
	Stabiliser	CAT RM350B	2.4m	Hour		\$350.00	\$465.00	\$465.00		\$600.00	\$2,500.00
	Binder Spreader Truck	Iveco (16T)	16 tonne	Hour		\$175.00	\$227.50	\$227.50		\$	\$2,500.00
	Excavator - 14t	Cat	14t	Hour		\$160.00	\$208.00	\$208.00		\$600.00	\$2,500.00
	Skid Steer	CAT 275C	..	Hour		\$140.00	\$182.00	\$182.00		\$500.00	\$2,500.00
	Live bottom floor Semi	Various models x 4	28t	Hour		\$175.00	\$227.50	\$227.50		\$ na	\$2,500.00
	Truck - Tandem Tipper	Various models x 4	14t	Hour		\$145.00	\$188.50	\$188.50		\$ na	\$2,500.00
	Truck & Trailer	Various Models x 5	35t	Hour		\$195.00	\$263.50	\$263.50		\$ na	\$2,500.00

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C024/23 - PROVISION OF PLANT AND LABOUR HIRE - PANEL (cont'd)

ATTACHMENT No [1] - C024/23 - Provision of Plant and Labour Hire - Panel Rates

Supplier 4	PLANT HIRE RATES											
	Item	Make/Model/Body Type/Configuration	Capacity	Unit	Dry Hire All Times \$/hr	Standard \$/hr	Wet Hire After Hours \$/hr	Weekends \$/hr	Standby All Times \$/hr	Delivery Establishment Flat Fee	Delivery Per Kil	Emergency Call-Out Fee Flat Fee
	Backhoe	Case 3CX			\$130.00	\$143.00	\$156.00	\$180.00	\$32.50			\$200.00
	Excavator	New Holland on rubber tracks	3.5 ton		\$120.00	\$132.00	\$144.00	\$160.00	\$30.00			\$200.00
	Excavator	Case with 14 inch on rubber tracks	2 ton		\$140.00	\$154.00	\$168.00	\$200.00	\$35.00			\$200.00
	Grader	12M series 3			\$170.00	\$187.00	\$204.00	\$235.00	\$42.50			\$200.00
	Grader	14-foot blade with GPS			\$170.00	\$187.00	\$204.00	\$235.00	\$42.50			\$200.00
	Grader	12 John Deer			\$150.00	\$165.00	\$180.00	\$214.00	\$37.50			\$200.00
	Grader	3.5m front loader			\$150.00	\$165.00	\$180.00	\$214.00	\$37.50			\$200.00
	Macinery Flat	Freightliner	14 ton box		\$130.00	\$143.00	\$156.00	\$180.00	\$32.50			\$200.00
	Roller	John Deer	12 ton roller		\$60.00	\$66.00	\$72.00	\$84.00	\$16.00	\$6.00		\$200.00
	Roller	Massey Ferguson	12 ton roller		\$60.00	\$66.00	\$72.00	\$84.00	\$16.00	\$6.00		\$200.00
	Shear	New Holland	1.230 with boom, profler and attachments various (0.8, - 2)		\$120.00	\$132.00	\$144.00	\$160.00	\$30.00			\$200.00
	Tractor & Slasher	Massey Ferguson	1.8m slasher		\$50.00	\$55.00	\$60.00	\$70.00	\$14.00	\$6.00		\$200.00
	Tractor & Slasher	New Holland Tractor	1.8m slasher		\$50.00	\$55.00	\$60.00	\$70.00	\$14.00	\$6.00		\$200.00
	Truck - Tandem Tipper	Freightliner rigid	With towable broom		\$120.00	\$132.00	\$144.00	\$160.00	\$30.00			\$200.00
	Truck & Trailer	Mack	12.5 ton		\$170.00	\$187.00	\$204.00	\$235.00	\$42.50			\$200.00
	Truck & Trailer	Mack Tipper 3 Axel super csg trailer	28.5 ton		\$170.00	\$187.00	\$204.00	\$235.00	\$42.50			\$200.00
	Truck & Trailer	Kenworth with super csg trailer	28.5 ton		\$170.00	\$187.00	\$204.00	\$235.00	\$42.50			\$200.00
	Water Truck	Truck and Dog 3 Axel Kenworth	31 ton		\$160.00	\$176.00	\$192.00	\$224.00	\$40.00	\$9.75		\$200.00
	Water Truck	Semi water tanker	32,000L		\$150.00	\$165.00	\$180.00	\$214.00	\$37.50			\$200.00
	Water Truck	Pugil water tank	14,000L		\$50.00	\$55.00	\$60.00	\$70.00	\$14.00			\$200.00

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(PROCUREMENT OFFICER, LISA
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(ACTING CHIEF FINANCIAL OFFICER,
BEAU MITTNER)

C024/23 - PROVISION OF PLANT AND LABOUR HIRE - PANEL (cont'd)

ATTACHMENT No [1] - C024/23 - Provision of Plant and Labour Hire - Panel Rates

Supplier 3	Item	Make/Model/Body Type/Configuration	Capacity	Unit	Dry Hire			Wet Hire			Standby All Times \$/hr	Delivery Establishment Flat Fee	Delivery Per KM	Emergency Call Out Fee Flat Fee
					All Times \$/hr	Standard \$/hr	After Hours \$/hr	Standard \$/hr	After Hours \$/hr	Weekends \$/hr				
	Backhoe	Caterpillar 432F	897.5KG 7.55KW	Day	\$424.30						\$395.00			
	Backhoe	Caterpillar 432F	897.5KG 7.55KW	Weekly	\$1,677.35						\$395.00			
	Excavator	Caterpillar 315F	15,103kg 74KW	Day	\$478.57						\$595.00			
	Excavator	Caterpillar 315F	15,103kg 74KW	Weekly	\$1,532.40						\$595.00			
	Grader	Caterpillar 12M	12FT Blade 18,400kg 195KW	Day	\$786.81						\$695.00			
	Grader	Caterpillar 12M	12FT Blade 18,400kg 195KW	Weekly	\$3,385.60						\$695.00			
	Loader	Caterpillar 930K	2.5 cubic m 13,135KG 115KW	Day	\$659.95						\$695.00			
	Loader	Caterpillar 930K	2.5 cubic m 13,135KG 115KW	Weekly	\$2,340.50						\$695.00			
	Portable Message Board	Vemac 320RT	Display 185mmx248mm	Day	\$65.12						\$250.00			
	Portable Message Board	Vemac 320RT	Display 185mmx248mm	Weekly	\$466.37						\$250.00			
	Portable Traffic Lights	A1 Roadline CS200	Trailer Type	Day	\$108.72						\$250.00			
	Portable Traffic Lights	A1 Roadline CS200	Trailer Type	Weekly	\$527.45						\$250.00			
	Roller	Caterpillar CS12 CG	Smooth Drum 12,053KG	Day	\$300.18						\$695.00			
	Roller	Caterpillar CS12 CG	Smooth Drum 12,053KG	Weekly	\$1,111.25						\$695.00			
	Skid Steer	Caterpillar 255D Tracked Unit	4078kg 55.4KW	Day	\$353.88						\$395.00			
	Skid Steer	Caterpillar 255D Tracked Unit	4078kg 55.4KW	Weekly	\$1,387.40						\$395.00			
	Truck - Tandem Tipper	Isuzu FVZ400	10,131.65kg TIPPER	Day	\$628.65						\$250.00			
	Truck - Tandem Tipper	Isuzu FVZ400	10,131.65kg TIPPER	Weekly	\$2,116.85						\$250.00			
	Water Truck	mitsubishi F66G ALLOJIP	11,000-13,000LTR	Day	\$469.53						\$250.00			
	Water Truck	mitsubishi F66G ALLOJIP	11,000-13,000LTR	Weekly	\$1,588.70						\$250.00			

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.8
(PROCUREMENT OFFICER, LISA
KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER,
BEAU MITTNER)

C024/23 - PROVISION OF PLANT AND LABOUR HIRE - PANEL (cont'd)

ATTACHMENT No [1] - C024/23 - Provision of Plant and Labour Hire - Panel Rates

Supplier 6	PLANT HIRE RATES												
	Item	Capacity	Unit	Dry Hire		Wet Hire		Standby All Times	Standby \$/hr	Delivery Establishment Flat Fee	Delivery Per Hour	Emergency Call-Out Fee Flat Fee	
				All Times	Standard \$/hr	After Hours \$/hr	Weekends \$/hr						
	Grader	CAT 140M	Hour	\$238.15	\$268.55	\$339.99	\$109.63	\$27.595	\$1,074.19	\$27.595	\$1,074.19		
	Skid steer	Bobcat S70	Hour	\$127.84	\$158.24	\$229.88	\$33.82	\$23.39	\$32.96	\$23.39	\$32.96		
	Excavator	Caterpillar 303.5C CR	Hour	\$156.40	\$186.79	\$258.24	\$52.02	\$23.39	\$747.18	\$23.39	\$747.18		
	Excavator	Caterpillar 320D	Hour	\$209.31	\$239.71	\$311.15	\$51.90	\$27.595	\$95.83	\$27.595	\$95.83		
	Loader	Caterpillar 988	Hour	\$187.81	\$218.01	\$289.45	\$85.24	\$27.595	\$87.04	\$27.595	\$87.04		
	Tipper Truck	Mack Granite	Hour	\$195.19	\$215.59	\$287.03	\$73.92	\$95.19	\$62.24	\$95.19	\$62.24		
	Water Cart	CAT 125	Hour	\$27.48	\$27.85	\$59.30	\$16.19	\$27.48	\$115.43	\$27.48	\$115.43		
	Tractor with mixer and spreader + 1	John Deere 8R310 W/irrig 220 W/irrig SW 3 FC	Hour	\$53.43	\$53.43	\$75.27	\$21.11	\$27.595	\$2,055.31	\$27.595	\$2,055.31		
	Shoulder/Mixer side loader + 1 level	Caterpillar 963 shoulder/mixer SW2100	Hour	\$156.52	\$156.52	\$238.89	\$42.95	\$27.595	\$1,327.08	\$27.595	\$1,327.08		
	Roller - Smooth Drum	Scania 100	Hour	\$156.52	\$156.52	\$238.89	\$42.95	\$27.595	\$1,327.08	\$27.595	\$1,327.08		
	UB	Toyota Hiace	Hour	\$88.78	\$128.19	\$200.83	\$23.01	\$88.78	\$516.75	\$88.78	\$516.75		

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.8
(PROCUREMENT OFFICER, LISA
KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER,
BEAU MITTNER)

C024/23 - PROVISION OF PLANT AND LABOUR HIRE - PANEL (cont'd)

ATTACHMENT No [1] - C024/23 - Provision of Plant and Labour Hire - Panel Rates

Supplier 7	Item	Make/Model/Body Type/Configuration	Capacity	PLANT HIRE RATES									
				Unit	Dry Hire All Times \$/hr	Standard \$/hr	Wet Hire After Hours \$/hr	Weekends \$/hr	Standby All Times \$/hr	Delivery Establishment Flat Fee	Delivery Per KM	Emergency Call-Out Fee Flat fee	
	Combo Jet/Vacuum drain cleaning/hydro excavations Truck	Capalotto CC2600 v3	8000l Debris, 4000l Water	Hour	\$250.00	\$300.00	\$300.00	\$325.00	\$250.00	\$250.00	\$3.00	\$3.00	
	CCTV/Drain Inspection Camera	Miracam v4	500m Cable- Inspect pipes 100mm +	Hour	\$220.00	\$264.00	\$264.00	\$280.00	\$220.00	\$220.00	\$3.00	\$3.00	
	Jet Truck	Various Depending on Situation x7	Various Depending on Situation	Hour	\$230.00	\$276.00	\$276.00	\$290.00	\$230.00	\$230.00	\$3.00	\$3.00	
	Pipe Relining	Fibre/glass Silicate Patch Repair	From 100mm and Larger	Hour	Quoted	20%	20%	30%	n/a	n/a	\$3.00	\$3.00	

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.8
(PROCUREMENT OFFICER, LISA
KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER,
BEAU MITTNER)

C024/23 - PROVISION OF PLANT AND LABOUR HIRE - PANEL (cont'd)

ATTACHMENT No [1] - C024/23 - Provision of Plant and Labour Hire - Panel Rates

Supplier 8	PLANT HIRE RATES											
	Item	Make/Model/Body Type/Configuration	Capacity	Unit	Dry Hire All Times \$/hr	Standard \$/hr	Wet Hire After Hours \$/hr	Weekends \$/hr	Standby All Times \$/hr	Delivery Establishment Flat Fee	Delivery Per KM	Emergency Call-Out Fee Flat fee
	Backhoe	CAT 432E		Hour	\$ 50.00							
	Excavator	CAT 1.61n		Hour	\$ 35.50							
	Excavator	CAT 4.01n		Hour	\$43.75							
	Excavator	Kobelco 8.01n		Hour	\$55.25							
	Excavator	CAT 137n		Hour	\$80.00							
	Excavator	CAT 1221n		Hour	\$75.00							
	Grader	CAT 120H		Hour	\$55.25							
	Grader & Eliminator	CAT 120H		Hour	\$75.00							
	Machinery Float	Prime Mover Tr. Axel Float		Hour	\$20.00							
	Portable Traffic Lights	Stylis		Hour	\$25.00							
	Roller	Smooth Drum Roller CAT 31n		Hour	\$25.00							
	Roller	Smooth Drum Roller CAT 71n		Hour	\$31.25							
	Roller	Smooth Drum Roller Bomag 121n		Hour	\$37.50							
	Roller	Smooth Drum Roller Bomag 151n		Hour	\$43.75							
	Roller	Padfoot Roller CAT 121n		Hour	\$37.50							
	Roller	Padfoot Roller Bomag 131n		Hour	\$37.50							
	Roller	Padfoot Roller Bomag 151n		Hour	\$43.75							
	Roller	Multi Wheel Roller CAT 15-201n		Hour	\$37.50							
	Roller	Drawn Combination Roller Fohliner 121n		Hour	\$33.75							
	Stud Steer	CAT 259D (Tracked)		Hour	\$40.00							
	Stud Steer	TEREX PT100 (Tracked)		Hour	\$43.75							
	Tractor - Tandem Tipper	Tipper 7.61n		Hour	\$40.00							
	Truck - Tandem Tipper	Tipper 121n		Hour	\$55.25							
	Truck & Trailer	Trucks & Dog	281n	Hour	\$75.00							
	Water Truck	15.000ltr		Hour	\$54.50							
	Water Truck	30.000ltr		Hour	\$75.00							
	Miscellaneous	Various Utilities	11n	Hour	\$15.00							
	Tractor	Tractor	125hp	Hour	\$50.00							
	Flocon Truck	3.000kg		Hour	\$43.75							
	Flocon Truck	51n		Hour	\$37.50							
	Profiler Head Hydropower	81n		Hour	\$18.75							
	Profiler Head Hydropower	750mm		Hour	\$18.75							
	Grader Attachment Hydropower	1000mm		Hour	\$21.25							
	Lime / Cement Spreader Trailer	7ft		Hour	\$25.00							
	Post Hole Auger Digga	1.51n		Hour	\$22.50							
	DPU Unit Wacker	Various Sizes		Hour	\$15.50							
	Collector Broom Digga	70kg		Hour	\$15.00							
	Pallet Forks			Hour	\$12.50							
	Smudge Bar			Hour	\$5.00							

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.2.8
(PROCUREMENT OFFICER, LISA
KNIGHT)
(ACTING CHIEF FINANCIAL OFFICER,
BEAU MITTNER)

C024/23 - PROVISION OF PLANT AND LABOUR HIRE - PANEL (cont'd)

ATTACHMENT No [1] - C024/23 - Provision of Plant and Labour Hire - Panel Rates

PLANT HIRE RATES												
Supplier 9	Item	Make/Model/Body Type/Configuration	Capacity	Unit	Dry Hire		Wet Hire		Standby	Delivery		Emergency
					All Times \$/hr	Standard \$/hr	After Hours \$/hr	Weekends \$/hr		Establishment Hour	Call-Out Fee	
	Portable Message Board	Bartco & Data Sign 5 Colour VMS	C-Size	Week	\$550.00					\$65.00	AH \$110.00	Flat fee \$400.00
	Portable Traffic Lights	Bartco & Data Sign portable traffic lights trailer mounted		Week	\$550.00					\$65.00	\$110.00	\$400.00
	Security Fencing		2400w x 1800h	m/w	\$1.00					\$65.00	\$110.00	\$400.00
	Crown Banner		2100w x 1100h	m/w	\$1.00					\$65.00	\$110.00	\$400.00

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.3.1
(GOVERNANCE AND RISK COORDINATOR,
NANCY MUSTICA)
(ACTING DIRECTOR CORPORATE
GOVERNANCE AND PERFORMANCE,
AMANDA CHADWICK)

2024 COUNCIL MEETING SCHEDULE

Recommendation

That Council:

1. Set the dates and locations of the Scheduled Council Meetings in 2024 as listed in the Proposed 2024 Council Meeting Schedule detailed within this report; and
2. Set all Scheduled Council Meetings to commence at 4:30pm.

1. Executive Summary

The purpose of this report is to set the time, dates and locations of the Scheduled Council Meetings for 2024.

In accordance with Council's Governance Rules - Rule 4.1.1:

- at or before the last Meeting each calendar year, Council must fix the date, time and place of all Council Meetings and any Delegated Committee Meetings for the following calendar year.

2. Conflict of interest declaration

There is no officer conflict of interest considerations.

Background & Context

Council Meetings

The *Regulatory Legislation Amendment (Reform) Act 2022* (the Amendment Act), received Royal Assent on 29 March 2022 and includes reforms relating to virtual council meetings. From 2 September 2022, councils and regional libraries can conduct virtual meetings in accordance with their relevant Governance Rules (or Local Laws in the case of regional libraries) on a permanent basis.

Council adopted its revised Governance Rules on 24 August 2022 that includes this opportunity for attendees.

Due to the Amendment Act and our ability to live stream our Council meetings we propose to hold most of our Council meetings in Cobram, however, we have also scheduled a meeting in Nathalia, Numurkah and Yarrawonga.

A new initiative Council would like to propose in 2024 is to have an informal meeting on Wednesday 13 November 2024 to review 'The Year That Was'. This will give the community an opportunity to provide feedback to Council and help Council understand what worked well during the year and where improvements could be made.

**FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE**

**ITEM NO: 9.3.1
(GOVERNANCE AND RISK COORDINATOR,
NANCY MUSTICA)
(ACTING DIRECTOR CORPORATE
GOVERNANCE AND PERFORMANCE,
AMANDA CHADWICK)**

2024 COUNCIL MEETING SCHEDULE (cont'd)

Briefing Sessions

Council holds regular Briefings Sessions on the second, third and fourth Wednesday of each month to enable Council staff and external parties to provide Administrators with detailed information on matters that will, or likely to, require a formal decision of Council in the future.

They are also a mechanism for Administrators to raise matters to come before Council, seek clarification on items on the agenda, provide feedback on proposals, identify professional development requirements and opportunities, and develop strategic partnerships with external agencies.

A Briefing Session provides no delegated authority to make decisions on Council's behalf and no legally binding decisions are made in these forums.

Administrators, the Executive Team and senior staff attending the sessions are required to disclose Conflicts of Interest and the nature of the interest in matters discussed at the sessions.

Briefing Sessions held on the second Wednesday of the month will generally comprise of internal reports and presentations and a review of the draft Council Meeting Agenda.

The session held on the third Wednesday of the month can include site visits, deputations, workshops, training, strategic partnership meetings, general business and Administrator Only sessions.

The fourth Wednesday of the month is reserved for preparation prior to the Scheduled Council Meetings.

We propose to schedule Briefing Sessions in the towns of Cobram, Nathalia, Numurkah and Yarrawonga on a rotating basis. This will provide an opportunity for community groups, residents, and businesses to brief Administrators on local issues. These sessions will also enable the community to meet with the Panel on an informal basis.

**FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE**

**ITEM NO: 9.3.1
(GOVERNANCE AND RISK COORDINATOR,
NANCY MUSTICA)
(ACTING DIRECTOR CORPORATE
GOVERNANCE AND PERFORMANCE,
AMANDA CHADWICK)**

2024 COUNCIL MEETING SCHEDULE (cont'd)

Proposed 2024 Council Meeting Schedule

DATE	VENUE	MEETING
Wednesday 31 January	Cobram Civic Centre	Scheduled Council Meeting
Wednesday 28 February	Cobram Civic Centre	Scheduled Council Meeting
Wednesday 27 March	Dan Cocks Room Nathalia	Scheduled Council Meeting
Wednesday 24 April	Cobram Civic Centre	Scheduled Council Meeting
Wednesday 22 May	Cobram Civic Centre	Scheduled Council Meeting
Wednesday 26 June	Presidents Room Numurkah	Scheduled Council Meeting
Wednesday 24 July	Cobram Civic Centre	Scheduled Council Meeting
Wednesday 28 August	Cobram Civic Centre	Scheduled Council Meeting
Wednesday 25 September	Yarrowonga venue to be confirmed	Scheduled Council Meeting
Wednesday 23 October	Cobram Civic Centre	Scheduled Council Meeting
Wednesday 27 November	Cobram Civic Centre	Scheduled Council Meeting
Wednesday 11 December	Cobram Civic Centre	Scheduled Council Meeting

3. Strategic Alignment

Council Plan

5. Transparent and accountable governance

4. Internal & External Engagement

Engagement

Internal Administrators and ELT

Feedback

Introduce a Council Meeting in January. Administrators confirmed Council Meetings on Wednesdays at 4.30pm was their preferred option. Include a Council meeting in Nathalia, Numurkah and Yarrowonga within the meeting schedule. Introduce an informal meeting in November to give the community an opportunity to review the year.

External N/A

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.3.1
(GOVERNANCE AND RISK COORDINATOR,
NANCY MUSTICA)
(ACTING DIRECTOR CORPORATE
GOVERNANCE AND PERFORMANCE,
AMANDA CHADWICK)

2024 COUNCIL MEETING SCHEDULE (cont'd)

5. Budget / Financial Considerations

There are no additional budget considerations to consider.

6. Risk & Mitigation

Risk	Mitigation
Financial	There are no additional financial risks to consider
Environmental	Nil
Reputational	Greater involvement with the community
Legislative Compliance	Compliance with Local Government Act 2020 and Governance Rules.

7. Conclusion

That Council set the date, time and locations for the 2024 Scheduled Council Meetings as detailed in this report.

Attachments

1 [↓](#) 2024 Council Meeting and Briefing Dates

**FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE**

**ITEM NO: 9.3.1
(GOVERNANCE AND RISK
COORDINATOR, NANCY MUSTICA)
(ACTING DIRECTOR CORPORATE
GOVERNANCE AND PERFORMANCE,
AMANDA CHADWICK)**

2024 COUNCIL MEETING SCHEDULE (cont'd)

ATTACHMENT No [1] - 2024 Council Meeting and Briefing Dates

2024 Meeting Schedule

Meeting Type	Meeting Date	Location
January		
Briefing	Wednesday 24 January	Briefing Room
Council Meeting	Wednesday 31 January	Council Chamber Civic Centre Cobram
February		
Briefing	Wednesday 14 February	Briefing Room
Audit and Risk Committee	Thursday 15 February	Briefing Room
Development/Briefing	Wednesday 21 February	TBA
Briefing	Wednesday 28 February	Council Chamber Civic Centre Cobram
Council Meeting	Wednesday 28 February	Council Chamber Civic Centre Cobram
March		
Briefing	Wednesday 13 March	Briefing Room
Development/Briefing	Wednesday 20 March	TBA
Briefing	Wednesday 27 March	Dan Cocks Room Nathalia
Council Meeting	Wednesday 27 March	Dan Cocks Room Nathalia
April		
Briefing	Wednesday 10 April	Briefing Room
Development/Briefing	Wednesday 17 April	TBA
Briefing	Wednesday 24 April	Council Chamber Civic Centre Cobram
Council Meeting	Wednesday 24 April	Council Chamber Civic Centre Cobram
May		
Briefing	Wednesday 8 May	Briefing Room
Audit and Risk Committee	Thursday 9 May	Briefing Room
Development/Briefing	Wednesday 15 May	TBA
Briefing	Wednesday 22 May	Council Chamber Civic Centre Cobram
Council Meeting	Wednesday 22 May	Council Chamber Civic Centre Cobram
June		
Briefing	Wednesday 12 June	Briefing Room
Development/Briefing	Wednesday 19 June	TBA
Briefing	Wednesday 26 June	Presidents Room Numurkah
Council Meeting	Wednesday 26 June	Presidents Room Numurkah
July		
Briefing	Wednesday 10 July	Briefing Room
Development/Briefing	Wednesday 17 July	TBA
Audit and Risk Committee	Thursday 18 July	Briefing Room
Briefing	Wednesday 24 July	Council Chamber Civic Centre Cobram
Council Meeting	Wednesday 24 July	Council Chamber Civic Centre Cobram
August		
Briefing	Wednesday 14 August	Briefing Room
Development/Briefing	Wednesday 21 August	TBA
Briefing	Wednesday 28 August	Council Chamber Civic Centre Cobram
Council Meeting	Wednesday 28 August	Council Chamber Civic Centre Cobram
September		
Briefing	Wednesday 11 September	Briefing Room
Audit and Risk Committee	Thursday 12 September	Briefing Room
Development/Briefing	Wednesday 18 September	TBA
Briefing	Wednesday 25 September	Yarrowonga TBC
Council Meeting	Wednesday 25 September	Yarrowonga TBC
October		
Briefing	Wednesday 9 October	Briefing Room
Audit and Risk Committee	Thursday 17 October	Briefing Room
Development/Briefing	Wednesday 16 October	TBA
Briefing	Wednesday 23 October	Council Chamber Civic Centre Cobram
Council Meeting	Wednesday 23 October	Council Chamber Civic Centre Cobram
November		
Briefing	Wednesday 13 November	Briefing Room
Development/Briefing	Wednesday 20 November	TBA
Briefing	Wednesday 27 November	Council Chamber Civic Centre Cobram
Council Meeting	Wednesday 27 November	Council Chamber Civic Centre Cobram
December		
Briefing	Wednesday 4 December	Briefing Room
Briefing	Wednesday 11 December	Council Chamber Civic Centre Cobram
Council Meeting	Wednesday 11 December	Council Chamber Civic Centre Cobram

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.3.2
(ACTING DIRECTOR CORPORATE
GOVERNANCE AND PERFORMANCE,
AMANDA CHADWICK)
(CHIEF EXECUTIVE OFFICER, MICHAEL
TUDBALL)

APPOINTMENT OF EXTERNAL INDEPENDENT MEMBER - AUDIT & RISK COMMITTEE

Recommendation

That Council appoint Steven Lambert as an External Independent Member to the Audit & Risk Committee.

1. Executive Summary

The Audit & Risk Committee comprises a maximum of seven members including two Administrators and a minimum of three to a maximum of five external independent members.

There are currently two vacancies within the external independent membership and this report recommends the appointment of one new member to the Audit & Risk Committee.

2. Conflict of interest declaration

There are no conflict of interest disclosures in relation to these appointments to the Audit & Risk Committee.

3. Background & Context

Two vacancies are available on the Audit & Risk Committee in accordance with the Audit & Risk Committee Charter, following the resignation of Lisa Foord and the end of term reaching completion for Fred Douglas.

Expressions of Interest for the external independent membership were publicly advertised in August with advertisements published in the local newspapers, Shepparton News, Border Mail, on our corporate website and on the SEEK Australia Website.

Council received 18 expressions of interest of which three candidates were shortlisted by the Acting Chief Executive Officer, Chief Finance Officer and Administrators. Interviews were held on Friday 24 November and Tuesday 28 November with two candidates. The third candidate withdrew their application prior to interview.

External Independent Members should have senior business experience, be a qualified accountant or have significant financial management/reporting knowledge and experience and be conversant with the Local Government financial and other reporting requirements.

Steven Lambert is a CPA qualified accountant with a Bachelor of Business (Accounting) from RMIT and is a graduate of the Australian Institute of Company Directors (AICD). Steven spent six years at Wyndham City Council as Director Corporate Services with achievements including the transformation of the Audit and Risk Management Function and the introduction of a Risk Framework.

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.3.2
(ACTING DIRECTOR CORPORATE
GOVERNANCE AND PERFORMANCE,
AMANDA CHADWICK)
(CHIEF EXECUTIVE OFFICER, MICHAEL
TUDBALL)

APPOINTMENT OF EXTERNAL INDEPENDENT MEMBER - AUDIT & RISK COMMITTEE (cont'd)

4. Issues

There are no issues to consider in relation to this report.

5. Strategic Alignment

This report aligns with the Council Plan objective of Transparent and Accountable Governance.

6. Internal & External Engagement

Engagement (who did you engage with?)
Chief Executive Officer
Chief Financial Officer

Internal

Administrators

External External consultation occurred
through the public advertising of the
vacancy

Feedback

Shortlisted the most appropriate
candidates for recommendation of the
preferred candidates to the
Administrators.

Reviewed the final shortlisted candidates
18 expressions of interest were received.

7. Budget / Financial Considerations

The remuneration for external independent members is within operational budgets.

8. Risk & Mitigation

A full complement of Audit and Risk Committee members ensures the achievement of the committee responsibilities under the Charter and provides a diverse range of skills and experience to the discussions.

9. Conclusion

Following a public advertisement and an interview process, it is recommended to appoint Steven Lambert as an external independent member to the Audit & Risk Committee.

Attachments

- 1 Resume - Steven Lambert - *printed in separate document*

FILE NO: F16/104-2
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.3.3
(ACTING DIRECTOR CORPORATE
GOVERNANCE AND PERFORMANCE,
AMANDA CHADWICK)
(CHIEF EXECUTIVE OFFICER, MICHAEL
TUDBALL)

PROPOSAL TO DISCONTINUE AND LEASE PART OF RICHARDSON STREET NATHALIA

Recommendation

That Council resolve to defer a decision regarding the proposal to discontinue and lease a portion of Richardson Street Nathalia until the Scheduled Council Meeting on 31 January 2024, to consider all submissions received.

1. Executive Summary

Council recently completed a community consultation program on a proposal to discontinue and lease a portion of Richardson Street Nathalia, following a request from an adjacent business owner.

Council received 12 submissions through the recent engagement program and are currently considering all feedback, including feedback received during engagement undertaken during September 2023.

2. Conflict of interest declaration

There are no conflict of interest declarations to consider.

3. Background & Context

At the Scheduled Council Meeting on 25 October 2023 Council resolved to commence a statutory process to discontinue 20 x 13 metres of road at the North end of Richardson Street Nathalia and enter into a lease with Trans Tank International (TTi). Submissions in relation to this proposal were invited in accordance with Schedule 10 *Local Government Act 1989* and Section 207A & 223 of the *Local Government Act*.



FILE NO: F16/104-2
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.3.3
(ACTING DIRECTOR CORPORATE
GOVERNANCE AND PERFORMANCE,
AMANDA CHADWICK)
(CHIEF EXECUTIVE OFFICER, MICHAEL
TUDBALL)

PROPOSAL TO DISCONTINUE AND LEASE PART OF RICHARDSON STREET NATHALIA (cont'd)

The community engagement process included a Public Notice in local newspapers and a consultation page on the Moira Shire Council website.

Feedback closed on Tuesday 5 December and Council received a total of 12 submissions.

At the Submissions Hearing the Committee of Council heard from two presenters that spoke to their submissions.

4. Issue

The submissions received during the first round of community consultation will be accepted as part of this revised consultation program.

Council would like to defer the decision to enable effective consideration of all submissions received in relation to this proposal.

5. Strategic Alignment

This report aligns with the Council Plan objective of Transparent and Accountable Governance.

6. Internal & External Engagement

Internal engagement occurred with the Executive Leadership Team, Panel of Administrators, Governance Team and Acting Manager Investment.

The community were invited to lodge a submission in relation to the proposal and a Submissions Hearing was held on Tuesday 5 December.

7. Budget / Financial Considerations

There are no financial considerations in relation to this report.

8. Risk & Mitigation

Deferring the decision will enable appropriate consideration of the submissions received.

9. Conclusion

Following a community engagement program and a subsequent Submissions Hearing the consideration of the proposal will be deferred until 31 January 2024 to review all feedback in relation to this matter.

Attachments

Nil

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.3.4
(ACTING DIRECTOR CORPORATE
GOVERNANCE AND PERFORMANCE,
AMANDA CHADWICK)
(CHIEF EXECUTIVE OFFICER, MICHAEL
TUDBALL)

APPOINTMENT OF INTERIM INDEPENDENT MEMBER TO THE CEO EMPLOYMENT AND REMUNERATION COMMITTEE

Recommendation

That Council appoint Ms Laurinda Gardner as Interim Independent Member to the CEO Employment and Remuneration Committee until 13 March 2024, as endorsed by the CEO Employment and Remuneration Committee on 6 December 2023.

1. Executive Summary

The purpose of this report is for Council to consider the appointment of an Interim Independent Member to Council's CEO Employment and Remuneration Committee, due to the leave of absence of the current Independent Member, Ms Linda Griffiths-Brown.

2. Conflict of interest declaration

There are no conflict-of-interest declarations to consider as part of this report.

3. Background & Context

Section 45 of the *Local Government Act 2020* requires Council to adopt and keep in force a Chief Executive Officer (CEO) Employment and Remuneration Policy (the Policy). The policy must provide for the Council to obtain independent professional advice in relation to the matters dealt with in the policy.

Council's CEO Employment and Remuneration Policy states that the duties of the independent member are to actively participate in the Committee's review of the CEO's performance against the agreed annual performance plan.

The Committee have been advised that the current Independent Member is taking a leave of absence for a period of three months, commencing immediately, therefore an interim replacement is recommended to undertake the duties described in the Policy to support the current recruitment and appointment process of a permanent CEO.

Ms Laurinda Gardner is an experienced Board director and trusted adviser and has over 20 years' experience as both a member and chair of a variety of government and not for profit Boards and executive remuneration committees.

Over the last 7 years, Ms Gardner has undertaken a variety of consultancy projects for CEOs, particularly on organisational design and change and brings to Boards and projects a successful background as a senior executive in both state and local government with leadership roles across a variety of functional activities.

With over 15 years as a Deputy Secretary at the Department of Treasury and Finance, Laurinda also brings insights into the operation and expectations of ministers and central government.

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.3.4
(ACTING DIRECTOR CORPORATE
GOVERNANCE AND PERFORMANCE,
AMANDA CHADWICK)
(CHIEF EXECUTIVE OFFICER, MICHAEL
TUDBALL)

APPOINTMENT OF INTERIM INDEPENDENT MEMBER TO THE CEO EMPLOYMENT AND REMUNERATION COMMITTEE (cont'd)

4. Issues

The current independent member of the CEO Employment and Remuneration Committee is currently on a leave of absence for a period of three months and is unable to perform the duties as described in the CEO Employment and Remuneration Policy.

5. Strategic Alignment

This report aligns with the Council Plan objective of Transparent and Accountable Governance.

6. Internal & External Engagement

Consideration of the appointment of the interim Independent Member was discussed and endorsed at the CEO Employment and Remuneration Committee meeting held on Wednesday 6 December 2023.

7. Budget / Financial Considerations

The sitting fee for the Interim Independent Member will be made in accordance with the Victorian State Government Sitting Fee Scale plus travel expenses at the relevant ATO rate.

8. Risk & Mitigation

The appointment of an Interim Independent Member to the CEO Employment and Remuneration Committee will ensure that the requirements of Council to obtain independent professional advice, in accordance with the Policy are met.

9. Conclusion

The CEO Employment and Remuneration Committee have considered and endorsed this recommendation to Council for the appointment of Interim Independent Member, Ms Laurinda Gardner to undertake duties in accordance with the CEO Employment and Remuneration Policy, due to the leave of absence of the current Independent Member.

Attachments

- 1 CV for Laurinda Gardner - *printed in separate document*

FILE NO:
1. A WELCOMING AND INCLUSIVE PLACE

ITEM NO: 9.4.1
(CASUAL ADMINISTRATION SUPPORT
OFFICER, MELODIE HAWKINS)
(ACTING DIRECTOR SUSTAINABLE
COMMUNITIES MATT JARVIS)

COMMUNITY STRENGTHENING GRANTS PROGRAM - ROUND 1 2023/24

Recommendation

That Council fund the eight projects, as recommended in this report, totalling \$69,555.50 under the Community Strengthening Grants Program - Major Grants - Round 1 – 2023/24.

1. Executive Summary

The 2023/24 Community Strengthening Grants (CSG) program has a total budget of \$185,000, and is offered via four streams:

1. Major up to \$10,000 (up to two rounds per annum);
2. Quick Response up to \$1,000 (always open);
3. Quick Response up to \$5,000 (always open).

To date we have currently distributed a total of \$39,519.65 through the CSG program. Details of allocations are as follows:

Stream	Applications Received	Successful Applications	Amount Allocated
Quick Response Up to \$1,000*	4	2	\$1,437
Quick Response up to \$5,000	16	11	\$38,082.65
Total	20	13	\$39,519.65

Round One of the 2023/24 CSG Major Grant rounds was open for applications via Smarty Grants between September and October 2023. Council received 16 applications in this current round. Thirteen of the applications passed the pre-eligibility stage and progressed to assessment. Following assessment, eight are recommended for funding at a total cost of \$69,555.50.

2. Conflict of interest declaration

No conflicts of interest were declared by assessment panel members or the authors of this report.

3. Background & Context

The CSG program aims to:

- Support the strategic objectives identified in the Moira Shire Council Plan and/or align with the Moira 2035 Community Vision.
- Support community organisations that provide diverse and inclusive local services, facilities events and activities.
- Support delivery of community action plans resulting from the community planning process.
- Support delivery of Council's strategic plans and strategies.
- Maximise the benefit of Council's investment through community funding contributions and external funding to support major projects and events.

FILE NO:
1. A WELCOMING AND INCLUSIVE PLACE

ITEM NO: 9.4.1
(CASUAL ADMINISTRATION SUPPORT OFFICER, MELODIE HAWKINS)
(ACTING DIRECTOR SUSTAINABLE COMMUNITIES MATT JARVIS)

COMMUNITY STRENGTHENING GRANTS PROGRAM - ROUND 1 2023/24 (cont'd)

For a community organisation to be eligible to apply for a CSG they must be committed to providing benefits to Moira Shire residents, be incorporated 'not for profit' with open membership, have an ABN, hold adequate insurances, comply with relevant local laws and Federal and State legislation and have appropriate approvals, permissions and permits. Applicants also need to demonstrate the sustainability of their project, that they have not received funding under the same category in the same financial year, appropriate plans (risk, financial, event etc.) have been developed and satisfactory completion of acquittals for previous funding.

The current grant round was open for applications for six weeks between September and October 2023. Once the round closed, each application went through a pre-eligibility assessment. Applications were not progressed to the assessment stage unless they met all eligibility requirements.

All submissions were evaluated in accordance with the Community Strengthening Grants Policy, adopted in November 2022. The assessment panel comprised of four Council Officers from the Community Wellbeing, Health and Culture, Commercial Services, and Parks, Recreation and Facilities departments. The applications were scored against the following criteria:

- How well the project/event aligns to the aims of the CSG program.
- How the proposed project/event meets the needs of the Moira Shire community.
- Who will benefit from the proposed project/event.
- How the organisation will manage the project/event and considered risks.
- How well the budget and required quotes are demonstrated.

For projects to be recommended for funding they must score a total of, at least half of the maximum available score.

Summary of Applications Assessed:

Received	16
Ineligible	3
Referred to other Council Funding Sources	5
Applications Assessed	13
Recommended	8
Not Recommended	0
Funding Requested from applicants recommended	\$77,375.50
Recommended Funding Amount	\$69,555.50
Funding Requested for applications referred to other Council Funding Sources	\$27,213

Please note some applications are recommended to be funded less as it has been assessed the applicant has financial capacity to increase their contribution and/or ask other stakeholders for a financial contribution. It is not anticipated that the projects will be financially jeopardized by this recommendation. This also assists Council in ensuring a wider spread of funds can be allocated across community groups to maximise the benefits of community grants.

FILE NO:
1. A WELCOMING AND INCLUSIVE PLACE

ITEM NO: 9.4.1
(CASUAL ADMINISTRATION SUPPORT
OFFICER, MELODIE HAWKINS)
(ACTING DIRECTOR SUSTAINABLE
COMMUNITIES MATT JARVIS)

COMMUNITY STRENGTHENING GRANTS PROGRAM - ROUND 1 2023/24 (cont'd)

Applications recommended for funding:

Organisation Project	Project Description	Total Project Cost	Recommended Amount (GST amount) (requested amount if different)
Katunga Football Netball Club Electronic Scoreboard	Install a new electronic noticeboard/scoreboard at Katunga Recreation Reserve.	\$81,520	\$10,000 (plus GST)
Assessment Panel comments: A great project that will benefit not only the Club but all community groups who use the Reserve. The project has been supported by Council Officers assessing the project as part of a Community Project Proposal process. *Note: this project was considered by the Panel as an equipment project as opposed to a capital project.			
Katunga Cricket Club Top Dress Sporting Oval	Improve playing surface of sporting oval, reducing the chance of injury.	\$12,320	\$7,000 (no GST) (\$7,820)
Assessment Panel comments: A great project that will improve the condition of the playing surface for all who use the facility.			
Kotupna Ladies Club Tennis Court Fencing	Fence the tennis courts to provide a safe place for community members to play tennis and allow small children a safe area when accompanying parents.	\$25,000	\$10,000 (no GST)
Assessment Panel comments: A great project that would provide a safer and more enjoyable experience for this small community. Small communities rely on places like this to socialize and come together. Facility is not Council owned. *Note: this project was considered by the Panel as an equipment/landscaping project as opposed to a capital project.			
Arts for All A Mural on the Public Amenities at Mivo Park	Bring public art to Cobram by having a mural painted on the amenities block at Mivo Park.	\$15,000	\$10,000 (no GST)
Assessment Panel comments: A great project that will brighten the park for locals and visitors. Park is a highly used space, and the artwork will be good promotion for the Shire. CONDITION: Subject to more broad consultation in relation to the artwork proposed. Balance of funding to be sourced through fundraising means other than a Go Fund Me page (as proposed in the application).			

FILE NO:
1. A WELCOMING AND INCLUSIVE PLACE

ITEM NO: 9.4.1
(CASUAL ADMINISTRATION SUPPORT
OFFICER, MELODIE HAWKINS)
(ACTING DIRECTOR SUSTAINABLE
COMMUNITIES MATT JARVIS)

COMMUNITY STRENGTHENING GRANTS PROGRAM - ROUND 1 2023/24 (cont'd)

Organisation Project	Project Description	Total Project Cost	Recommended Amount (GST amount) (requested amount if different)
Picola and District Improvement Group Covered Entrance to Picola Heritage Park	Install a cover over the entrance to the Park to provide protection for the history boards that are going to be replaced as the existing ones have been damaged by exposure to the elements.	\$11,059	\$9,000 (plus GST) (\$10,000)
Assessment Panel comments: A great inclusion to the Park that will prevent damage to the history boards and provide shelter to visitors wishing to read the boards. Picola is part of the North East Art Trail and projects like this assist in preserving the history of the town. CONDITION: Applicant to work with Parks and Gardens Team on the project.			
Victorian State Emergency Service Numurkah Unit Headquarter Internal Painting	Repaint the 30-year-old building in the interest of maintaining the facility and improving the safety as the current floor coating is a slip hazard.	\$19,270	\$7,000 (plus GST) (\$10,000)
Assessment Panel comments: A well needed upgrade to a Council owned facility. The project will improve safety and visually enhance the space. Large contribution from Numurkah SES. *Note: this project was considered by the Panel as a maintenance project as opposed to a capital project.			
Yarrawonga Bowls Club Internal Painting	Repaint the inside of the premises completely by a contractor due to aging members being unable to complete the work themselves.	\$16,500	\$7,000 (plus GST) (\$10,000)
Assessment Panel comments: A good project that would enhance the clubrooms. The Club are contributing a large sum to the project. The facility is well utilised by the Club and other community groups and schools. *Note: this project was considered by the Panel as a maintenance project as opposed to a capital project.			
Nathalia Barmah Business and Tourism Nathalia New Year's Eve Carnival 2023	An event which has been running for 60 years, that commences with a Show and Shine, followed by a Street Market, Sideshows, Rides, Food Court, Animal Nursery and Fireworks display.	\$39,555	\$9,555.50 (no GST)
Assessment Panel comments: A great community event that attracts visitors to the area. Funding would go towards traffic management and marketing for the event. Long running event with attracts visitors from outside the region. Positive event for Council to be connected to. CONDITION: Applicant to work with Council's Corporate Events Officer on a detailed Event management Plan.			

4. Issues

After each round, the CSG process and outcomes are reviewed, and program improvements are made as required.

FILE NO:
1. A WELCOMING AND INCLUSIVE PLACE

ITEM NO: 9.4.1
(CASUAL ADMINISTRATION SUPPORT
OFFICER, MELODIE HAWKINS)
(ACTING DIRECTOR SUSTAINABLE
COMMUNITIES MATT JARVIS)

COMMUNITY STRENGTHENING GRANTS PROGRAM - ROUND 1 2023/24 (cont'd)

5. Strategic Alignment

Council Plan

1. A welcoming and inclusive place The successful applications will assist Council in reaching goal 1.06 of our Council Plan – *“Recreation, sport facilities and programs and services respond to our diverse and emerging needs”* which in turn meets our deliverable of “our CSG assist groups and associations each year to deliver valuable services within their local communities.”

6. Internal & External Engagement

Internal	Team Leader Community Development, Arts & Culture, Acting Commercial Services Coordinator, Acting Team Leader Parks, Recreation and Facilities and Coordinator Facilities Maintenance.	Internal consultation has taken place with the assessment panel evaluations. The assessment panel members included the Officers listed to the left.
	Community Development Administration Support Officer	Provided administrative support throughout the process. The Manager, Community Wellbeing, Health and Culture provided direction as required.
External	Representatives from various community groups	Council Officers provided one on one information sessions at the four major towns across the Shire, these sessions were well received by the community. Sessions were attended by representatives of 4 community groups across the shire. Additionally, 2 Community members attended the Shire Office in Cobram for assistance with their applications.

7. Budget / Financial Considerations

A total of eight projects totalling \$69,555.50 are recommended for approval by the assessment panel. A further five projects totalling \$27,213 have been referred to other Council funding sources.

8. Risk & Mitigation

The Community Strengthening Grants Program addresses risk by:

- Ensuring a financial agreement and process is in place before funding is provided;
- Ensuring Council’s responsibilities are clearly identified in the signed funding agreement between Council and the funding recipient;
- Ensuring relevant documents (e.g. funding applications and funding agreements) outline the responsibilities of applicants in terms of occupational health and safety and risk management; and
- Having an evaluation process in place to ensure delivery of the funded community projects and events.

FILE NO:
1. A WELCOMING AND INCLUSIVE PLACE

ITEM NO: 9.4.1
(CASUAL ADMINISTRATION SUPPORT
OFFICER, MELODIE HAWKINS)
(ACTING DIRECTOR SUSTAINABLE
COMMUNITIES MATT JARVIS)

COMMUNITY STRENGTHENING GRANTS PROGRAM - ROUND 1 2023/24 (cont'd)

9. Conclusion

It is recommended that Council adopts the recommendation to fund eight projects at a total cost of \$69,555.50.

Attachments

Nil

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.5.1
(TEAM LEADER COMMUNITY AND
RECREATIONAL DEVELOPMENT, CORRENE
COOPER)
(DIRECTOR INFRASTRUCTURE SERVICES,
JOSHUA LEWIS)

APPOINTMENT OF COMMITTEE MEMBERS - YARRAWONGA MULTISPORT STADIUM FUNDRAISING COMMITTEE

Recommendation

That Council appoint Sue Bigger, Amanda Wheaton and Dario Prighel as members of the Yarrowonga Multisport Fundraising Committee.

1. Executive Summary

Council recently advertised for Expressions of Interest for interested persons to nominate as a member of the Yarrowonga Multisport Stadium Fundraising Committee. Three nominations have been received, Sue Bigger and Amanda Wheaton representing the Yarrowonga Mulwala Basketball Association and Dario Prighel representing the broader community.

2. Conflict of interest declaration

Council Officers do not have any Conflicts of Interest to declare. The persons nominating are involved in the user groups and community who will be users of the Stadium, however it is the responsibility of each to consider their personal positions in regard to declaring Conflicts of Interest.

3. Background & Context

Council recently approved the Terms of Reference of the Yarrowonga Multisport Stadium Fundraising Committee. The purpose of the Committee is to assist Moira Shire Council through the planning, implementation and coordination of all fundraising activities to contribute to the development of the Yarrowonga Multisport Stadium.

The Committee will operate within the Terms of Reference and will jointly develop a fundraising strategy for the Yarrowonga Multisport Stadium for approval by Council.

Council advertised asking for nominations for members to join the Fundraising Committee and this report is seeking approval to appoint those interested persons who have nominated.

4. Issues

No additional issues have been identified at this time.

5. Strategic Alignment

Council Plan

5. Transparent and accountable governance

5.05 We will be transparent, inclusive, responsive and accessible when engaging with the community.

5.06 We will strive to provide a safe, compliant, and well-planned built environment based on a sound strategic platform.

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.5.1
(TEAM LEADER COMMUNITY AND
RECREATIONAL DEVELOPMENT, CORRENE
COOPER)
(DIRECTOR INFRASTRUCTURE SERVICES,
JOSHUA LEWIS)

**APPOINTMENT OF COMMITTEE MEMBERS - YARRAWONGA MULTISPORT
STADIUM FUNDRAISING COMMITTEE (cont'd)**

6. Internal & External Engagement

Engagement (who did you engage with?)	Feedback
Internal Communications Team & Governance Team	Council Officers consulted internally with staff from the Communications and Governance teams.
External Yarrawonga Community Members	Council has engaged externally by calling for Expressions of Interest for persons to join the Fundraising Committee.

7. Budget / Financial Considerations

There are no budget or financial considerations associated with the appointments to the Yarrawonga Multisport Fundraising Committee.

8. Risk & Mitigation

It will be important for Council Officers to ensure that the members appointed to the Yarrawonga Multisport Fundraising Committee are committed to act within the Terms of Reference and in accordance with all legal requirements.

9. Conclusion

Council welcomes and appreciates the involvement of the prospective user groups and broader community through the planning, implementation, and coordination of all fundraising activities to contribute to the development of the Yarrawonga Multisport Stadium.

Attachments

1 [↓](#) Terms of Reference

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.5.1
(TEAM LEADER COMMUNITY AND
RECREATIONAL DEVELOPMENT,
CORRENE COOPER)
(DIRECTOR INFRASTRUCTURE
SERVICES, JOSHUA LEWIS)

**APPOINTMENT OF COMMITTEE MEMBERS - YARRAWONGA MULTISPORT
STADIUM FUNDRAISING COMMITTEE (cont'd)**

ATTACHMENT No [1] - Terms of Reference



Terms of Reference

Yarrowonga Multisports Stadium

Fundraising Committee

August 2023 to August 2025

Adopted by Council on 26 July 2023

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.5.1
(TEAM LEADER COMMUNITY AND
RECREATIONAL DEVELOPMENT,
CORRENE COOPER)
(DIRECTOR INFRASTRUCTURE
SERVICES, JOSHUA LEWIS)

**APPOINTMENT OF COMMITTEE MEMBERS - YARRAWONGA MULTISPORT
STADIUM FUNDRAISING COMMITTEE (cont'd)**

ATTACHMENT No [1] - Terms of Reference

Terms of Reference

Yarrowonga Multisports Stadium Fundraising Committee



1. PURPOSE

The purpose of the Yarrowonga Multisports Stadium Fundraising Committee is to assist Moira Shire Council through the planning, implementation and coordination of all fundraising activities to contribute to the development of the Yarrowonga Multisports Stadium.

2. DEFINITIONS

CEO means the Chief Executive Officers of Moira Shire Council

Council means Moira Shire Council

Fundraising Committee means the Council endorsed members of the Committee responsible for fundraising towards the development of the Yarrowonga Multisports Stadium

3. OBJECTIVES

3.1 Develop a fundraising strategy for the Yarrowonga Multisports Stadium for approval by Council. The strategy should include:

- The identification of existing and potential donors and contributors and sponsors
- Schedule of fundraising events/ activities and resources required
- Detail of where funds raised will be held and how they will be distributed

3.2 Secure donations from businesses and individuals to contribute towards the development of the Yarrowonga Multisports Stadium.

4. COMPOSITION AND PROCEEDINGS

4.1. The Fundraising Committee shall be made up of:

- i. No more than three Representatives from existing or potential user groups that have an interest in the development of the Yarrowonga Multisports Stadium
- ii. No more than three Community members who have an interest in the development of the Yarrowonga Multisports Stadium
- iii. One Moira Shire Council Officer who will act as liaison to the Committee

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.5.1
(TEAM LEADER COMMUNITY AND
RECREATIONAL DEVELOPMENT,
CORRENE COOPER)
(DIRECTOR INFRASTRUCTURE
SERVICES, JOSHUA LEWIS)

**APPOINTMENT OF COMMITTEE MEMBERS - YARRAWONGA MULTISPORT
STADIUM FUNDRAISING COMMITTEE (cont'd)**

ATTACHMENT No [1] - Terms of Reference

Terms of Reference

Yarrowonga Multisports Stadium Fundraising Committee



- 4.2. Council through the CEO will invite participation in the Fundraising Committee through an Expression of Interest process, an internal selection panel will be used to identify suitable members in accordance with 4.1. Additional community representatives may be included by approval of the CEO.
- 4.3. Appointment to this Advisory Group will be by Council resolution.
- 4.4. Community representative nominees will be considered appointed and remain current based on their ability to contribute to the objectives of the Fundraising Committee outlined in Section 3.
- 4.5. On the resignation of, or in the case of a community representative being incapable of acting as a representative body, the CEO may appoint a replacement person.
- 4.6. All organisations and persons nominated to serve on the Fundraising Committee are subject to the initial and continued approval of the CEO. Revocation provisions are contained in section 10.

5. OPERATIONAL GUIDELINES

- 5.1. The CEO will support and encourage the Fundraising Committee representatives to:
 - a) Liaise with the Council representative on matters related to fundraising for the Yarrowonga Multisports Stadium;
 - b) Assist with providing resources and information when required to support fundraising activities
- 5.2. All funds raised shall be through the Australian Sports Foundation fundraising platform. Monthly distribution of these funds will be made to a separate account in the name of Yarrowonga Mulwala Basketball Association. These funds will be distributed to Council upon request of the CEO for the purposes of the Yarrowonga Multisports Stadium development.
- 5.3. The Committee will provide a financial report at each meeting and include detail of all funds held and distributed.

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.5.1
(TEAM LEADER COMMUNITY AND
RECREATIONAL DEVELOPMENT,
CORRENE COOPER)
(DIRECTOR INFRASTRUCTURE
SERVICES, JOSHUA LEWIS)

**APPOINTMENT OF COMMITTEE MEMBERS - YARRAWONGA MULTISPORT
STADIUM FUNDRAISING COMMITTEE (cont'd)**

ATTACHMENT No [1] - Terms of Reference

Terms of Reference

Yarrowonga Multisports Stadium Fundraising Committee



6. INDEMNITY

- 6.1. The Council will indemnify members of the Fundraising Committee against any action, liability, claim or demand on account of any matter or thing done by them on behalf of the Fundraising Committee when they are acting in accordance with the Terms of Reference in an honest and reasonable belief or under a mistake of law that the member was properly exercising any function or power of the Fundraising Committee.

7. CONFLICT OF INTEREST / CONFLICTING DUTY

- 7.1. The *Local Government Act 2020* is the primary source of guidance on conflict of interest.
- 7.2. If a member of the Fundraising Committee has a conflict of interest or conflicting duty in any matter in which the Fundraising Committee is concerned, the member must disclose the nature of that interest at the meeting at which the matter is discussed. The member must leave the room and remain outside until conclusion of discussion or any vote on the item.
- 7.3. A conflict of interest is considered to apply if a Fundraising Committee member:
- a) has a direct or indirect financial interest in the matter; or
 - b) is of the opinion that the nature of his or her interest in the matter is such that it may conflict with the proper performance of his or her public duties in respect of the matter.

8. MEETINGS

- 8.1. Meetings of the Fundraising Committee will be held at least bi-monthly.
- 8.2. Meeting dates and times to be set by the Fundraising Committee at a suitable venue with as much notice to all members as possible.
- 8.3. The Fundraising Committee will seek to operate on a consensus basis on any motions it considers. Should a vote be necessary:
- a) Each member of the Fundraising Committee who is entitled to vote is entitled to one vote;
 - b) Voting must be by show of hands; and
 - c) If there is an equality of votes, the motion is lost.

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.5.1
(TEAM LEADER COMMUNITY AND
RECREATIONAL DEVELOPMENT,
CORRENE COOPER)
(DIRECTOR INFRASTRUCTURE
SERVICES, JOSHUA LEWIS)

**APPOINTMENT OF COMMITTEE MEMBERS - YARRAWONGA MULTISPORT
STADIUM FUNDRAISING COMMITTEE (cont'd)**

ATTACHMENT No [1] - Terms of Reference

Terms of Reference

Yarrowonga Multisports Stadium Fundraising Committee



- 8.4. The Fundraising Committee shall keep a record of each of its meetings and the Chairperson to ensure that the minutes of the meeting are submitted to the next meeting for confirmation.
- 8.5. The quorum of the Advisory Group shall be at least 50% of members. No business shall be transacted at any such meeting unless a quorum is present.

9. TERM OF APPOINTMENT

- 9.1. The term of Fundraising Committee members will commence on 1 August 2023 for a period of two (2) years until a resignation is submitted or unless otherwise terminated in writing by the CEO or Council at the completion of the Yarrowonga Multisports Stadium Project.

10. REVOCATION

- 10.1. The CEO may at its discretion revoke the membership of any representative or group.
- 10.2. The CEO has the power to terminate the services of the Fundraising Committee at any time.

11. COMMITTEE REPRESENTATION

- 11.1. It will be the responsibility of representatives to notify the CEO of the resignation of members from the Fundraising Committee.

12. CONFIDENTIALITY

- 12.1. On occasions the Committee may be required to deal with a matter that has been identified as confidential in nature. Committee members are required to deal with such matters in confidence and with discretion.

13. INTELLECTUAL PROPERTY

- 13.1. All intellectual property remains the property of the Council unless otherwise contracted to a third party.

FILE NO:
**5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE**

ITEM NO: 9.5.2
**(MOIRA RECREATION COMMITTEE
SUPPORT OFFICER, FIONA MULQUINEY)
(DIRECTOR INFRASTRUCTURE SERVICES
JOSHUA LEWIS)**

COMMUNITY ASSET COMMITTEES ANNUAL REPORT

Recommendation

That Council note the Annual Report in relation to activities and performance of the Community Asset Committees, in accordance with the Local Government Act, 2020.

1. Executive Summary

The Local Government Act 2020 (the Act) provides the structure for formal committees of Council including Community Asset Committees.

At the Ordinary Council Meeting held in August 2020, Council resolved to create the Community Asset Committees, replacing the former Section 86 Committees of Management for the purpose of managing a range of community assets within the Moira Shire.

These committees have delegated authority in relation to specified financial delegation, compliance with specified governance requirements and specific monitoring and reporting of activities and performance.

This report provides details of the activities and performance of the Community Asset Committees in accordance with the requirement under their delegations and Section 47 (6) of the Act.

2. Conflict of interest declaration

There are no conflict-of-interest considerations in relation to this report.

3. Background & Context

In August 2020, Council appointed Community Asset Committees, who have specific delegated authority for financial, governance and reporting obligations.

These committees act on behalf of Council, managing facilities located on Council-owned land or Crown Land where Council is the appointed Committee of Management.

Showgrounds	Recreation Reserves		Historical Societies
Cobram Nathalia Numurkah Yarrowonga	Baulkamaugh Cobram Scott Reserve Floridan Park Katamatite Katunga Koonoomoo Picola St James	Strathmerton Tungamah Waaia Wilby Wunghnu Yarrowonga JC Lowe Yarroweyah	Cobram Historical Precinct Nathalia Historical Precinct

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.5.2
(MOIRA RECREATION COMMITTEE
SUPPORT OFFICER, FIONA MULQUINEY)
(DIRECTOR INFRASTRUCTURE SERVICES
JOSHUA LEWIS)

COMMUNITY ASSET COMMITTEES ANNUAL REPORT (cont'd)

Council recognises the valuable service and contribution of volunteer members of these committees.

The appointment of community-based committees allows and encourages:

- Delegation of function, duties and powers to the community which provides direct community involvement.
- Capacity building within the community
- Networking and resource sharing between people working towards a common goal.
- Strengthening the sense of community within the Moira Shire
- Establishment of communication between the community and Council

It is the role of all members of these committees to:

- Manage the facility and promote and encourage use.
- Actively participate in committee activities and business
- Attend committee meetings and participate in decision making.
- Bring any identified problems or issues to the attention of the committee.

4. Issues

Community Asset Committees are required by Council, to have a general meeting at least quarterly, or once every three months, or more frequently if desired and an AGM annually in October.

5. Strategic Alignment

The content of this report relates to the management and provision of Council's recreation facilities through the Community Asset Committee model and aligns with the Recreation Strategy 2016-2026.

Council Plan

5. Transparent and accountable governance

The Recreation Strategy identifies recommendations and key priorities to inform the direction of the delivery of sport and recreation in the municipality. Community Asset Committees are their user groups work together with Council to manage sport and recreation facilities.

Community Asset Committees are Council committees and transparent and accountable governance is essential.

6. Internal & External Engagement

Internal	Manager, Parks Recreation and Facilities Parks Recreation and Facilities Team
External	No external consultation was required

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.5.2
(MOIRA RECREATION COMMITTEE
SUPPORT OFFICER, FIONA MULQUINEY)
(DIRECTOR INFRASTRUCTURE SERVICES
JOSHUA LEWIS)

COMMUNITY ASSET COMMITTEES ANNUAL REPORT (cont'd)

7. Budget / Financial Considerations

Council allocates an annual budget to each Community Asset Committee as a contribution towards the maintenance costs of their respective facility. A financial snapshot of income, expenditure and bank account balance for the 2022/2023 financial year is provided in the attachment to this report.

8. Risk & Mitigation

Broadly, there has been a decline in volunteering across the Shire and throughout the state.

Council volunteers are ageing, and without younger volunteers emerging, this has prompted an internal review of facility management models moving forward. Further work and financial commitment is needed to future-proof the management and maintenance of reserves.

9. Conclusion

Community Asset Committees continue to manage council facilities as per delegated authority and reporting requirements under the Act.

Attachments

1 [↓](#) Community Asset Committees Annual Report Snapshot

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.5.2
(MOIRA RECREATION COMMITTEE
SUPPORT OFFICER, FIONA MULQUINEY)
(DIRECTOR INFRASTRUCTURE
SERVICES JOSHUA LEWIS)

COMMUNITY ASSET COMMITTEES ANNUAL REPORT (cont'd)

ATTACHMENT No [1] - Community Asset Committees Annual Report Snapshot

Community Asset Committee	Features of Facility	Memberships as at 28 November 2023			User Groups	2023 Meetings		Financials Snapshot			
		Members Appointed	Vacant Positions	Total Positions		Held	Scheduled	10/01/2023	Income	Expenditure	30/06/2023
Baulkham Hills Recreation Reserve and Community Hall	Tennis courts, Soccer Hall, Community Hall	11	1	12	Baulkham Hills Tennis Club, Baulkham Hills Soccer, Baulkham Hills CWA	4	4	\$1,770.57	\$3,185.33	\$4,083.70	\$2,870.10
Coburn SSSI Reserve	Community Building, Sporting Oval, Netball Courts, Cricket Nets, Playground	10	5	15	Coburn Football Club, Yarrawonga United Cricket Club, Coburn Football Netball Club, Korooroa Club of Coburn - Bridge, Coburn Lions Club	7	7	\$19,480.41	\$38,888.19	\$5,028.63	\$22,361.96
Floodon Park Recreation Reserve	Community Building, Esplanade Activities	8	0	8	Nunawort Party Club	4	4	\$6,629.26	\$2,690.64	\$1,745.14	\$6,574.68
Kazanville Recreation Reserve	Community Building, Sporting Oval, Netball Courts, Cricket Nets, Playground	7	4	11	Kazanville Football Club, Kazanville Cricket Club, Kazanville Netball Club	0	1	\$4,442.47	\$23,131.35	\$24,288.77	\$4,268.08
Kooyong Recreation Reserve and Community Centre	Community Building, Sporting Oval, Netball Courts, Tennis Courts, Playground	7	1	8	Kooyong Football Netball Club, Kooyong Cricket Club, Kooyong Tennis Club	0	0	\$2,789.89	\$41,374.72	\$26,361.57	\$17,709.04
Korooroa Recreation Reserve	Community Building, Esplanade Activities	11	2	13	Coburn Compositing Club, Carriage Horse Driving Trial Club, Aunty Dilbert Esplanade Club, Northern Country Carriage Driving Club, Korooroa Improvement Group, Coburn Bargo/Apple Club	4	4	\$7,787.43	\$4,130.12	\$3,942.13	\$7,986.42
Picola Recreation Reserve (including haboob)	Community Building, Sporting Oval, Tennis Courts, Netball Courts, Bowling greens and caberoom, Playground	10	4	14	Picola United Football Club, Picola United Netball Club, Picola Tennis Club, Picola Bowling Club	4	4	\$13,945.02	\$21,662.26	\$14,200.24	\$21,423.04
St James Recreation Reserve	Golf course and clubhouse, Tennis Courts, Playground, Bowling Greens and Clubrooms	9	0	9	St James Golf Club, St James Bowls Club, St James Tennis Club (In Memoriam), St James Fire Brigade	4	4	\$7,668.94	\$5,720.60	\$6,000.00	\$7,386.54
Strathmore Recreation Reserve	Community Building, Sporting Oval, Netball Courts, Golf Course and Clubrooms, Bowling Green and caberoom, Tennis Courts, Playground	12	1	13	Strathmore Football Netball Club, Strathmore Cricket Club, Strathmore Tennis Club, Strathmore Bowling Club, Strathmore Golf Club	3	4	\$2,382.90	\$46.62	\$0.00	\$22,039.92
Turgomah Jubilee Park Recreation Reserve	Community Building, Sporting Oval, Netball Courts, Playground	6	3	9	Turgomah Football Netball Club, Country Fire Authority	0	1	\$1,663.84	\$22,299.79	\$12,746.23	\$9,359.40
Vaoko Recreation Reserve	Community Building, Sporting Oval, Netball Courts, Cricket Pitch, Tennis Courts, Playground, Motor Bus	10	5	15	Vaoko Football Netball Club, Vaoko Cricket Club, Vaoko Tennis Club, Vaoko Indoor Bowls Club, Vaoko Primary School, Vaoko Playground	4	4	\$40,010.97	\$33,723.48	\$24,198.11	\$41,576.54
Willy Park Recreation Reserve	Tennis courts, Motorsports Track, Esplanade Activities	11	0	11	Willy Tennis Club, Albury Woodroge and Districts Car Club Inc, Wilby Compositing Club, Yarrawonga Scouts	4	4	\$6,489.10	\$2,374.17	\$712.29	\$11,130.99
Warrigra Recreation Reserve	Community Building, Sporting Oval, Miniature RSL, Vintage Tractor Display	11	0	11	Warrigra Valley Motor Tractors and Farm Machinery Club, Warrigra Miniature Railway Club, Warrigra & District Community Planning Steering Committee	4	4	\$11,104.11	\$11.13	\$0.00	\$11,115.24
Yarrawonga J.C. Lower Oval Reserve	Community Building and Sporting Oval, Netball Courts, Tennis Courts and Clubrooms, Playground	8	0	8	Yarrawonga Football Netball Club, Yarrawonga Lawn Tennis Club, Yarrawonga Cricket Club, Yarrawonga Community Esplanade Organisation	0	3	\$7,977.4	\$17,242.60	\$16,948.39	\$7,874.38
Yarrawonga Recreation Reserve	Clubrooms, Football Oval, Netball Courts, Cricket Nets	6	2	8	Yarrawonga Football Netball Club, Yarrawonga Fire Brigade	9	10	\$4,491.30	\$12,385.25	\$3,114.39	\$9,170.16

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 9.5.2
(MOIRA RECREATION COMMITTEE
SUPPORT OFFICER, FIONA MULQUINEY)
(DIRECTOR INFRASTRUCTURE
SERVICES JOSHUA LEWIS)

COMMUNITY ASSET COMMITTEES ANNUAL REPORT (cont'd)

ATTACHMENT No [1] - Community Asset Committees Annual Report Snapshot

Community Asset Committee	Features of Facility	Members by 28 November 2023			User Groups	2023 Meetings		Financial Snapshot			
		Members Appointed	Vacant Positions	Total Positions		Held	Scheduled	10/10/2023		30/09/2023	
								Income	Expenditure		
Cabram Showgrounds After Reserve	Sports Club, Cricket Clubrooms, Cricket Nets, Showgrounds, Indoor Stadium, Soccer Fields, Netball Courts	6	1	7	Cabram Race, Cabram United Soccer Association, Cabram Netball Association, Cabram Agricultural Society, Cabram Cricket Club	2	4	\$48,107.36	\$48,384.89	\$50,941.76	\$43,850.49
Nathalia Showgrounds and Recreation Reserve	Community Building, Sporting Oval, Netball Courts, Tennis Courts, Showgrounds	17	0	17	Nathalia Football Netball Club, Nathalia Association Cricket Club, Nathalia Lawn Tennis Club, Nathalia Agricultural Society, Nathalia Life America, Nathalia Lions Club, Nathalia Mens Shed	5	5	\$60,787.22	\$79,850.62	\$80,790.50	\$49,267.34
Nurrumbidgee Showgrounds	Community Building, Sporting Oval, Netball Courts, Showgrounds, Playgrounds	10	2	12	Nurrumbidgee Football Netball Club, Nurrumbidgee Cricket Club, Nurrumbidgee Agricultural Society, Nurrumbidgee Soccer Club	6	6	\$52,418.72	\$50,351.35	\$70,683.69	\$4,268.39
Yarrawangga Showgrounds Victoria Park	Showgrounds - Community Buildings, Showgrounds, Table Tennis, Equipment Activities, Darts	19	5	24	Yarrawangga & District Cricket Club, Rotary Club of Yarrawangga Mulwala, Yarrawangga Association, Yarrawangga Mulwala Cricket Club, Equestrian Users, Yarrawangga Lions Club, Yarrawangga & District Netball Association, Yarrawangga Mulwala Darts Association, Yarrawangga College P-12, Yarrawangga Mulwala Mens Shed	5	5	\$72,176.07	\$61,905.75	\$58,815.11	\$75,266.72
Cabram Historical Precinct	Cabram Old School building, Machinery Shed	11	1	12	Cabram Historical Society, Genealogical Group	4	4	\$13,320.01	\$4,172.12	\$2,266.20	\$15,234.93
Nathalia Historical Precinct	Historical Society Museum, Machinery Sheds	5	1	6	Nathalia & District Historical Society	4	4	\$6,772.39	\$5,075.81	\$8,000.84	\$8,047.58

FILE NO:
**5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE**

ITEM NO: 14.1
**(COORDINATOR PLANNING, TRAVIS
BASHAM)**
**(DIRECTOR INFRASTRUCTURE SERVICES,
JOSHUA LEWIS)**

SECTION 173 AGREEMENTS - AUTHORITY TO AFFIX THE COMMON SEAL

Recommendation

That Council authorise the Chief Executive Officer to sign and seal the following 173 Agreement as presented to this meeting:

1. 40 Newnham Road Cobram
2. Part of Silverwoods – 160 Peter Thomson Circuit, Yarrowonga
3. 205 O'Hares Road Nathalia

Introduction

Planning permits approved by Council, either under delegation or through Council meeting resolution can contain the requirement for a Section 173 Agreement to be entered into.

A Section 173 Agreement is a legal contract made between Council and any other party or parties, under Section 173 of the Planning and Environmental Act 1987 (the Act). The landowner must be party to the Agreement, while in some cases a third party, such as a referral authority may also be involved.

The Section 173 Agreement is required to be registered on the Title to the land (in accordance with Section 181 of the Act). This ensures that all future landowners are aware of the requirements and are bound by the requirements.

An Agreement generally provides for someone to carry out, or not to carry out, any matters specified in the Agreement and is used where a condition on a permit or planning scheme controls will not provide for the requirements to be fulfilled. Under certain circumstances the Planning Scheme may also make it a mandatory requirement for permits to require a Section 173 Agreement to be entered into.

The execution of a Section 173 Agreement requires the Common Seal to be affixed (Section 174(1) of the Act). The use of the Common Seal is governed by Part 2 of Local Law No. 1 2021.

Agreements for Execution

At the time of writing, the following agreements have been received and it is recommended that Council authorise the Chief Executive Officer to sign and seal the agreements.

40 Newnham Road, Cobram – Vol 12314 Fol 564

The agreement relates to Planning Permit 5/2021/258 issued on the 20th January 2022 for the subdivision of the land into 78 lots. The agreement is a mandatory requirement under the Bushfire Management Overlay and provides that if a dwelling is constructed on the land without a planning permit, that the bushfire measures set out in the Bushfire Management Plan (BMP) must be implemented and maintained and any building and vegetation must be managed and maintained in accordance with the BMP to the satisfaction of Council.

FILE NO:
5. TRANSPARENT AND ACCOUNTABLE
GOVERNANCE

ITEM NO: 14.1
(COORDINATOR PLANNING, TRAVIS
BASHAM)
(DIRECTOR INFRASTRUCTURE SERVICES,
JOSHUA LEWIS)

SECTION 173 AGREEMENTS - AUTHORITY TO AFFIX THE COMMON SEAL (cont'd)

Part of Silverwoods – 160 Peter Thomson Circuit, Yarrowonga – Vol 11974 Fol 046

This agreement relates to Planning Permit 5/2017/236 issued on the 16th March 2018 allowing for use and development of the land for the purposes of a residential village. The agreement obligates the owners to arrangements set out for public asset care and maintenance, of which responsibility is to be transferred from the developer to the Owner's Corporation.

205 O'Hares Road, Nathalia – Vol 11094 Fol 239 and Vol 11039 Fol 782

This agreement relates to Planning Permit 5/2022/220 issued on the 27 October 2022 for the re-subdivision of two lots in the Farming Zone to excise the existing dwelling. The agreement provides that the balance agricultural lot must not be used or developed for the purposes of accommodation and that the land may not be further subdivided to create additional lots.

Key Implications

The agreements are required to comply with conditions of the relevant permits, which seek to achieve and advance the objectives of planning in Victoria or the objectives of the Moira Planning Scheme in relation to the land.

Financial Implications

There are no financial implications. Permit holders bear the cost of the preparation and administration of Section 173 Agreements.

Policy Implications

Nil.

Conclusion

The agreements are required to give effect to the conditions of the planning permits issued in respect of the use or development of the land. It is recommended that the authority required under Part 2 of Local Law No. 1 2021 for the use of the Common Seal, for the execution of the above agreements, be provided to the CEO.

Attachments

- 1 Section 173 Agreement - 40 Newnham Road Cobram - *printed in separate document*
- 2 Section 173 Agreement - 160 Peter Thomson Circuit Yarrowonga - *printed in separate document*
- 3 Section 173 Agreement - 205 O'Hares Road Nathalia - *printed in separate document*

FILE NO: VARIOUS

ITEM NO: 15

URGENT BUSINESS**7.4. Urgent business**

(1) If the Agenda for a Meeting makes provision for urgent business, business cannot be admitted as Urgent Business other than by resolution of Council and only then if:

- (a) It relates to or arises out of a matter which has arisen since distribution of the Agenda; and
- (b) deferring the item until the next Meeting will mean a decision on the item will not have any effect on the matter; or
- (c) the item involves a matter of urgency as determined by the Chief Executive Officer; and
- (d) it cannot be addressed through an operational service request process.
- (e) the matter does not:
 - substantially affect the levels of Council service;
 - commit Council to significant expenditure not included in the adopted budget;
 - establish or amend Council Policy; or
 - commit Council to any contractual arrangement.

(2) A Councillor proposing a matter be admitted as urgent business must lodge it in writing to the Chief Executive Officer four (4) hours prior to the Meeting.

(3) The Chief Executive Officer will advise the Mayor of any matter he or she determines appropriate for Council to consider admitting as urgent business.

16. PUBLIC QUESTION TIME**17. CONFIDENTIAL BUSINESS****CEO EMPLOYMENT MATTERS****18. CLOSE OF MEETING**



MINUTES

COMMITTEE OF COUNCIL

SUBMISSIONS HEARING REGARDING THE PROPOSAL TO DISCONTINUE AND LEASE PART OF RICHARDSON STREET NATHALIA

TUESDAY 5 DECEMBER 2023
HELD AT BRIEFING ROOM 44 STATION STREET
COBRAM

The meeting commenced at 5.04pm.

PRESENT Chair Administrator John Tanner
Administrator Suzanna Sheed
Administrator Graeme Emonson

IN ATTENDANCE: Michael Tudball Chief Executive Officer
Amanda Chadwick Acting Director Corporate Governance & Performance
Nancy Mustica Governance & Risk Coordinator

RECORDING

Consistent with section 13.3 of our Governance Rules, Council officers have been authorised to record the public session of this meeting using an audio recording device.

LIVE STREAMING

Council meetings will now be lived streamed to allow those interested in viewing proceedings greater access to Council decisions and debate, without attending the meeting in person.

1. CALLING TO ORDER – CEO

2. PRAYER

Almighty God we humbly ask you to guide our deliberations for the welfare and benefit of the Moira Shire and its people whom we serve.

Amen

3. ACKNOWLEDGEMENT OF COUNTRY

We, the Moira Shire Council acknowledge the traditional owners of the land upon which we meet and pay our respects to their Elders both past and present.

4. DISCLOSURE OF CONFLICTS OF INTEREST

Nil

**5. PROPOSAL TO DISCONTINUE AND LEASE PART OF RICHARDSON STREET
NATHALIA**

MOTION

ADMINISTRATORS GRAEME EMONSON / SUZANNA SHEED

That standing orders be suspended to hear from people who indicated in their submission that they would like to speak to the committee.

(CARRIED)

Consideration of submitters

1.	Susanne Ryan
2.	Jane Hando

MOTION

ADMINISTRATORS SUZANNA SHEED / GRAEME EMONSON

That standing orders are resumed.

(CARRIED)

MOTION

ADMINISTRATORS GRAEME EMONSON / SUZANNA SHEED

That the Council note the submissions received and refer them to the Scheduled Meeting of Council on 13 December 2023 as part of Council's consideration of the proposal to discontinue and lease part of Richardson Street Nathalia.

(CARRIED)

6. MEETING CLOSE: 5.28pm



MINUTES

COMMITTEE OF COUNCIL
CEO EMPLOYMENT AND REMUNERATION
COMMITTEE
HELD AT BRIEFING ROOM
44 STATION STREET COBRAM VIC 3644,
WEDNESDAY 6 DECEMBER 2023

The meeting commenced at 5.00pm

PRESENT Chair Administrator John Tanner
Administrator Suzanna Sheed
Administrator Graeme Emonson

IN ATTENDANCE: Amanda Chadwick Acting Director Corporate Governance &
Performance

ACKNOWLEDGEMENT OF COUNTRY

We, the Moira Shire Council, would like to acknowledge the traditional owners of the land upon which we meet and pay our respects to their Elders both past and present.

1. APOLOGIES

Linda Griffiths-Brown – Independent Member

2. DECLARATION OF ANY INTEREST OR CONFLICT OF INTEREST

Nil

3. CONFIRMATION OF MINUTES OF PREVIOUS MEETING

MOTION

ADMINISTRATOR EMONSON / ADMINISTRATOR SHEED

That pursuant to the provisions of the Local Government Act 2020 (the Act), the meeting will be closed to members of the public to enable the meeting to discuss matters in item 4 which the Committee may, pursuant to the provisions of Sections 66 (2) and 3(1) (a),(e) and (f) of the

Act resolve to be considered in closed session.

(CARRIED)

4. CONFIDENTIAL BUSINESS

CEO Employment Matters

5. OUT OF CAMERA RESOLUTION

MOTION

ADMINISTRATOR EMONSON / ADMINISTRATOR SHEED

That pursuant to the provisions of the Local Government Act 2020 (the Act) having considered the confidential business, the meeting will now be open to members of the public.

(CARRIED)

6. CLOSE OF MEETING

Meeting closed at 5.58pm