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ITEM 23 - MAYORAL MINUTE - VILLAGE ENHANCEMENT FUND 2024-25

REPORT IN BRIEF

| | |
|----------------------------|---|
| Reason For Report | To consider projects for funding under council's 2024-2025 Village Enhancement Fund. |
| Policy Implications | Nil |
| Budget Implications | Possible \$1,980 expenditure from \$336,000 allocation in councils budget for the 2024-25 Village Enhancement Fund. |
| IPR Linkage | 4.1.6.1b - Capitalise on Key Funding Programs. |
| Annexures | 1. MAG - VEF Molong Showground Luncheon Pavilion Structural Assessment↓ |
| File Number | \\OFFICIAL RECORDS LIBRARY\GRANTS AND SUBSIDIES\PROGRAMS\VILLAGE ENHANCEMENT FUND - 1788292 |

RECOMMENDATION

THAT council approves the following under its 2024/25 Village Enhancement Fund:

1. \$1,980 to Molong Advancement Group for the cost of undertaking a structural assessment of the Molong Showground Luncheon Pavillion.

LEADER - COMMUNITY AND ECONOMY REPORT

Council allocated \$84,000 in its current budget for the 2024-25 Village Enhancement Fund, a program to which peak community organisations could apply for grants for local projects. As funding under the Village Enhancement Fund has rolled over in the 2021-22, 2022-23, 2023-24 budgets, council's total funding allocation to the Village Enhancement Fund is \$336,000.

To promote a sense of community support and ownership, peak community organisations will have an annual budget allocation which will allow them to develop village community plans and project priorities. Funds are available by application to council in line with the policy and guidelines, with the funds used on council assets and or public good supported by the local communities concerned.

Molong Advancement Group Incorporated (MAG) are requesting \$1,980 in funding to contribute to the cost of undertaking a structural assessment of the Molong Showground Luncheon Pavillion.

Molong Show Society, Molong Golf Club, Molong Hockey Club and Central West Disc Golf have established a steering committee to explore the feasibility of establishing a multi-sports clubhouse at the Molong Showgrounds.

This clubhouse would compliment and align with works Council is undertaking through the development of the multi-sport precinct at the Showground following the 2022 flood event.

The steering committee has approached MAG to provide 50% of the required funds to undertake the structural assessment of the Luncheon Pavilion for potential extension as the clubhouse.

Rebuild Molong have agreed to fund the other 50% of the cost of the assessment.

The list of **recommended** applications for the Village Enhancement Fund is as follows:

| | Applicant | Project | Funding Requested | Total project cost |
|--------------------------------|---------------------------------------|---|--------------------------|---------------------------|
| 1 | Molong Advancement Group Incorporated | Luncheon Pavilion Structural Assessment | \$1,980 | \$3,960 |
| Total funding requested | | | \$1,980 | |

If the above requests for funding are approved by council, the expenditure from the Village Enhancement Fund is as follows:

| Location | Annual Funding Allocation | Total Funding Available (over 4-years) | Funding Requested | Funding Allocated to date | Funding Remaining (if request approved) |
|-----------------|----------------------------------|---|--------------------------|----------------------------------|--|
| Molong | \$19,530 | \$78,120 | \$1,980 | \$24,261.83 | \$51,878.17 |
| Canowindra | \$19,530 | \$78,120 | | \$26,150 | \$51,970 |
| Eugowra | \$6,720 | \$26,880 | | \$709.50 | \$26,170.50 |
| Manildra | \$6,720 | \$26,880 | | \$11,432 | \$15,448 |
| Cargo | \$5,040 | \$20,160 | | \$7,695 | \$12,465 |
| Cudal | \$5,040 | \$20,160 | | \$1,000 | \$4,206 |
| Cumnock | \$5,040 | \$20,160 | | \$5,040 | \$15,120 |
| Yeoval | \$5,040 | \$20,160 | | \$5,000 | \$15,160 |
| Mullion Creek | \$5,040 | \$20,160 | | \$7,657.59 | \$8,217.41 |
| Borenore | \$2,100 | \$8,400 | | | \$8,400 |

**GENERAL MANAGER'S TABLED REPORT ON MATTERS FOR DETERMINATION
SUBMITTED TO THE ORDINARY COUNCIL MEETING TO BE HELD ON TUESDAY 17
DECEMBER, 2024**

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| | | | | | |
|--------------|-----------------|------------------|----------------|--------------------|---------------------|
| Nashdale | \$2,100 | \$8,400 | | | \$2,100 |
| Spring Hill | \$2,100 | \$8,400 | | | \$8,400 |
| Total | \$84,000 | \$336,000 | \$1,980 | \$88,945.92 | \$205,927.08 |



Molong Advancement Group Incorporated

Mr Brad Byrnes
General Manager
Cabonne Council
99 – 101 Bank Street
Molong NSW 2866

9 December 2024

Dear Brad

Subject: Molong Showgrounds Luncheon Pavilion Structural Assessment

The Molong Show Society, Molong Golf Club, Molong Hockey Club and Central West Disc Golf are investigating the feasibility of establishing a Multi Sports Clubhouse at the Molong Showgrounds. The steering committee from the interested parties is considering alternatives for the proposal including using existing facilities.

Matt Lyons on behalf of the committee has received a quote to the value of \$3960.00 from Barnson Pty Ltd to undertake a structural assessment of the Luncheon Pavilion for potential extension and use as the clubhouse.

Rebuild Molong has agreed to fund 50% (\$1980) of the price. Kate Strahorn on behalf of Rebuild Molong contacted Molong Advancement Group (MAG) seeking consideration of assistance to fund the remaining \$1980.

MAG is seeking approval from Council to allocate @1980.00 from the Village Enhancement Funds to contribute to the cost of the structural assessment. The report when completed will be made available to Council.

The quote from Barnson Pty Ltd is attached.

Yours sincerely

LISA COBB
Secretary

MAG-PO Box 263, Molong NSW 2866 / Lisa Cobb 0419641282 / Email: Molongmagsec@gmail.com



barnson.
DESIGN . PLAN . MANAGE

Consultancy Fee Proposal
046371 – Molong Multi Sport Club House
Redevelopment
Molong Sports Club

8/11/2024

barnson.com.au _____



1300 BARNSON (1300 227 676)

accounts@barnson.com.au

abn: 43 088 342 625

to.

Att: Matt Lyons
184 Euchareena Road
Molong NSW 2866

date.

8/11/2024

reference.

46371-Q01_A

Dear Matt,

Molong Multi Sport Club House Redevelopment - 184 Euchareena Road Molong NSW 2866

Consultancy Fee Proposal

With reference to your request to provide a quotation for consultancy services for the above, Barnson Pty Ltd is a multi-disciplinary professional firm offering services in various fields of Engineering, Building Design, Town Planning, Materials Testing, Surveying, Project Management, Landscape Architecture and Environmental Science. With offices in Bathurst, Coffs Harbour, Dubbo, Mudgee, Orange, Sydney and Tamworth, we are strategically located for work in regional areas of NSW with services provided to clients in the private, public and government sectors.

Thank you for the opportunity to submit this proposal which has been compiled with reference to the available information and based on our understanding of the project requirements. Should our proposal require amendments in any form to better satisfy the objectives of the project, please feel free to contact the undersigned, and amendments can be made as required.

Yours faithfully

BARNSON PTY LTD

Thomas Rouse
Structural Engineer

barnson.com.au



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1. INTRODUCTION

Barnson has prepared this fee proposal to satisfy the consultancy requirements for Molong Multi Sport Club House Redevelopment. This submission is aimed to demonstrate Barnson's ability to undertake the specified project deliverables.

Principal Consultant/Contact Details

The following table provides key Company details and key Barnson contact details.

| | |
|-------------------------|-----------------------------|
| Name of Company | Barnson Pty Ltd |
| A.B.N. | 43 088 342 625 |
| Contact Person | Thomas Rouse |
| Email Address | trouse@barnson.com.au |
| Telephone Number | 1300 BARNSON (1300 227 676) |

2. ABOUT BARNSON

With offices in Bathurst, Coffs Harbour, Dubbo, Mudgee, Orange, Sydney and Tamworth, Barnson is quickly becoming one of NSW's leading multidisciplinary professional services companies, with a broad range of capabilities in building design, project management, town planning, bushfire assessment, surveying, NATA accredited materials testing, environmental assessment and management and civil, structural and geotechnical engineering. Our company services a wide range of clients and is committed to delivering sustainable solutions that benefit our clients, staff, the community and the environment.

3. COMPANY PROFILE

Barnson has developed considerably since its inception in 1992 by founding engineer Richard Noonan. With growth and development Luke Morris became a co-Director in 1997 and Jim Sarantzouklis in 2008.

Barnson has a vast array of consultancy and laboratory services, technical and human resources and systems at its disposal.

Our clients can be confident in the knowledge that we are a soundly based professional consultancy and testing company which has its sights firmly set on the future. Barnson Pty Ltd has grown steadily with over eighty staff presently employed offering an enhanced level of technical expertise.



3.1. Office Locations

Contact details for Barnson offices are detailed below:

| | |
|--|---|
| Telephone | 1300 BARNSON (1300 227 676) |
| Email | generalenquiry@barnson.com.au |
| Website | www.barnson.com.au |
| Barnson Dubbo Unit 1, 36 Darling Street DUBBO NSW 2830 | Barnson NATA Accredited Laboratory 16L Yarrandale Road DUBBO NSW 2830 |
| Barnson Mudgee Unit 4, 108-110 Market Street MUDGEES NSW 2850 | Barnson Bathurst Unit 1, 1 Rankin Street BATHURST NSW 2795 |
| Barnson Tamworth Suite 8, 11 White Street TAMWORTH NSW 2340 | Barnson Sydney Inc. Taylor and Herbert Unit 47, 5 Inglewood Place NORWEST NSW 2153 |
| Barnson Orange 10 Cameron Place ORANGE NSW 2800 | Barnson Coffs Harbour Inc. Resource Design & Management Suite 34, 361 Harbour Drive COFFS HARBOUR NSW 2450 |



3.2. Insurances

Barnson maintains a wide range of cover, including extensive public liability, professional indemnity, and motor vehicle and workers' compensation insurances. A copy of our insurance certificate of currency for professional indemnity, public liability and workers' compensation will be sent upon acceptance. A summary is provided in the table below:

| | |
|-------------------------------|---|
| Professional Indemnity | Policy No: ENG 21 000373 Company: Lloyds of London Policy Value: \$10,000,000.00 Expiry: 31/10/2025 |
| Public Liability | Policy No: 19U810825BPK Company: QBE Policy Value: \$20,000,000.00 Expiry: 08/10/2025 |
| Workers Compensation | Policy No: 106339601 Company: iCare Worker's Insurance Policy Value: Statutory Limits Expiry: 30/06/2025 |



4. FEE PROPOSAL

The proposed lump sum cost to perform the consultancy works for the project, has been developed inclusive of the itemised project deliverables as shown below.

| ITEM | SCOPE/COMMENTS | AMOUNT (Excl. GST) |
|---|---|--------------------------|
| 1. Structural Engineering Investigation | | \$3,600.00 |
| 1.1 Site Inspection | Site inspection of original clubhouse structure investigating current condition and defects. | \$1,200.00 |
| 1.2 Structural Engineering Report | Structural engineering report based on site inspection. Outlines current structure condition including defects and assess the suitability for clubhouse redevelopment | \$2,400.00 |
| Additional Notes | Additional fee proposals can be provided for any further works required to clubhouse once preliminary inspection and report completed. | |
| | Sub-Total | \$3,600.00 |
| | 10% GST | \$360.00 |
| | TOTAL (inc. GST) | \$3,960.00 |

This fee proposal is provided on a lump sum basis. Should any items be removed at the request of the client, Barnson reserves the right to amend this proposal as required. The fee amount is valid for a period of 90 days from the date of this fee proposal.

5. EXCLUSIONS

The proposal does not include;

- as listed in the tables of this proposal;
- all authority fees and charges payable to local council or private certifying authority or other;
- environmental testing and reporting; specifically, asbestos and contamination testing;
- flood study;
- septic design;
- traffic assessment;
- bushfire assessment;
- acoustic engineering;
- noise impact assessment;
- social impact assessment;
- community consultation study;
- design of upgrades to the power and water supply network if the supply to the site is found to be inadequate;
- design of upgrades to Council stormwater and sanitary drainage infrastructure if found to be inadequate;
- checking of structural steel shop drawings;
- structural inspection and certification of installed structures; and,
- as-built drawings.

6. VARIATIONS

This fee proposal has been developed based on the available information; however, certain assumptions have been made as required.

Any variations outside the works indicated in this proposal will incur additional costs at our agreed fee. Variations to the scope of works must be requested by you prior to such work being commenced. Such requests should clearly state the scope of additional works and your preference for a quotation or an hourly rate fee.

Any additional items required by local council or the private certifying authority will incur additional costs at our agreed fee.

7. DELIVERABLES

Upon completion of the above Scope of Works the client will be provided with the following;

| | |
|---------------------------|--|
| Engineering Report | • PDF copies delivered via email to client |
|---------------------------|--|

8. PAYMENT TERMS

Work will be invoiced monthly, throughout the term of the contract, for work completed to date. Barnson shall provide reasonable records setting out the rates charges and expenses incurred to support each invoice if so required by the client.

Payment of invoices is subject to the terms and conditions in the attached Standard Terms of Appointment.

9. CLOSURE

Barnson would like to thank you for the opportunity to submit this fee proposal and would welcome the opportunity to discuss with you any aspect of the scope of works outlined.

Should you wish to discuss this proposal further, please do not hesitate to contact Thomas Rouse.

barnson.

APPENDIX A
Standard Terms of Appointment

Consultancy Fee Proposal – 046371 – Molong Multi Sport Club House Redevelopment
Ref:

10



STANDARD TERMS OF APPOINTMENT

TERMS & CONDITIONS:

BARNSON PTY LTD
 ABN 43 088 342 625


| | |
|--|---|
| Client Name/Company: <i>(this person is responsible for payment of invoices)</i> | Molong Sports Club |
| Client Representative: | Matt Lyons |
| Position: | |
| Telephone: | 0428 636 231 |
| Email: | matthew.lyons@zauner.com.au |
| Client Reference: | |
| Postal Address: | 184 Euchareena Road |
| City/Suburb/Town: | Molong |
| State/Postcode: | NSW 2866 |
| Project Name/Description | Molong Multi Sport Club House Redevelopment |
| Project Number: | 046371 |
| Date Project Registered: | 8/11/2024 |

BARNSON PTY LTD (BARNSON) CONFIRMS THAT IT HAS ACCEPTED AN APPOINTMENT FROM THE CLIENT TO PROVIDE THE FOLLOWING SERVICES:

| | |
|-------------------------------|--------------------------|
| Scope of the Services: | As per this Fee Proposal |
| Project Supervisor: | Thomas Rouse |
| Position: | Structural Engineer |



FEE BASIS:

| | |
|--|---|
| <input checked="" type="checkbox"/> Lump Sum Quote <input type="checkbox"/> Hourly Rates | |
| The Fee: | \$3,960.00 <input checked="" type="checkbox"/> Including GST |
| Estimated Date for Completion: | As per Barnson Estimated Project Timeline |
| Special Conditions: | As per Fee Proposal |
| Signature of Barnson Representative: |  Date: 08-11-2024 |
| Signature of Client Representative: <i>(who warrants they have the legal authority to bind the client)</i> | Date: |

BANK DETAILS:

- Bank: National Australia Bank
- Account Name: Barnson Pty Ltd
- BSB: 082564
- Account Number: 48509 9028
- Reference: 46371-QO1_A
- Email Remittance: accounts@barnson.com.au

NOTE:

- New Clients quoted amount less than/equal \$1,000 - 100% of the quoted amount is to be paid up front on signing this Standard Terms of Appointment.
- New Clients quoted amount greater than \$1,000 - 50% of the quoted amount is to be paid up front on signing this Standard Terms of Appointment with the outstanding amount to be paid cash on delivery (C.O.D) prior to the release of completed documents.
- Existing Clients – refer to Special Conditions stated in Fee Basis above.
- This contract is also subject to the terms and conditions printed on next page.
- The fee amount is valid for a period of 90 days from the date of the fee proposal.

GENERAL TERMS AND CONDITIONS

1. These General Terms and Conditions form the contract (The Contract) between Barnson Pty Limited and the Client. The contract does not include any other terms and conditions or other documents unless they have been expressly agreed in writing by Barnson and are referenced in or attached to this document. No prior correspondence, discussion or terms and conditions form part of the Contract unless stated in this document. Where any ambiguity or discrepancy exists between these terms and conditions and any attached document, these terms and conditions shall take precedence.
2. In performing the Services, Barnson shall:
 - a. Use all reasonable skill, care and diligence;
 - b. Work in accordance with the directions and information provided by the Client;
 - c. Communicate with the Client by and through the project Supervisor, who shall have the authority to bind Barnson on all matters related to the services;
 - d. Render invoices for payment of fees due from the Client at monthly intervals (unless otherwise agreed herein) Barnson shall provide reasonable records setting out the rates charges and expenses incurred to support each invoice if so required by the client;
 - e. Be entitled to vary the Fee (including additional fees) whenever the Services are subject to variations;
 - f. Keep confidential any information disclosed by the Client or of which Barnson becomes aware in respect of the project unless such disclosure is approved or agreed to by the Client;
 - g. Retain the copyright and all intellectual property rights (unless otherwise agreed herein) in all documents and material it produces. Subject to payment of the Fee, Barnson shall grant the Client a license to use those documents and materials for the purposes of the project;
 - h. Comply with all relevant laws and statutory requirements and (unless otherwise agreed) obtain and maintain worker related public liability, motor vehicle and professional indemnity insurances.
3. In requesting the Services, the Client agrees to:
 - a. Provide Barnson all necessary and accurate information documents and directions in respect of the Services;
 - b. Inform Barnson of any changes to its requirements or any Variations and respond to Barnson requests for information, documents or directions promptly;
 - c. Obtain all necessary approvals, access and certifications and provide any necessary equipment and facilities to enable Barnson to perform the Services;
 - d. Communicate with Barnson by and through the Client Representative who shall have the authority to bind the Client on all matters related to the Services;
 - e. Pay the fee, including any interest and additional fees due to Variations, by paying the full amount of each invoice rendered on or before the twenty-eighth (28th) day after the date of the invoice;
 - f. Comply with the relevant laws and statutory requirements and (unless otherwise agreed) obtain and maintain worker related, public liability, motor vehicle and site insurances;
 - g. Grant an extension of the Date for Completion of the Services equivalent to the duration of any delay to the Services caused by any matter or event outside of Barnson's reasonable control;
 - h. Keep confidential any information disclosed by Barnson or of which the Client becomes aware in respect of the Services, unless such a disclosure is approved or agreed by Barnson;
 - i. Be jointly and severally bound where the Client consists of more than one person.
4. The Services and the Fee may be varied:
 - a. By direction of the Client to Barnson, requiring:
 - i. An increase, decrease or omission of any part of the Services;
 - ii. A change in the character, quality, timing or sequence of the Services;
 - iii. Additional Services;
 - b. By notification to the Client from Barnson advising that:
 - i. An increase has occurred in the cost to Barnson of providing the services; or
 - ii. Additional work is required to perform the services.

Whenever any of the events set out in Clauses a) and b) above (collectively and individually called 'Variations') occur, the Fee and the Date for Completion of the Services may be adjusted by Barnson to reflect the change in time and cost to Barnson.
5. Barnson shall not be liable to the Client for:
 - a. Work prepared by Barnson may incorporate material or information supplied by third parties. Any such material or information used by Barnson is believed to be accurate at the time of use, but Barnson does not assume any liability to the Client or any other person if such material or information is subsequently discovered to be incorrect or incomplete.
14. The person signing these terms warrants that they have authority to bind the client to them, and guarantees the payment by the client of the fees and charges payable for the work done under these terms.
 - a. The acts, omissions or defaults of other contractors or consultants engaged by the Client;
 - b. Any changes alterations or additions to the Services made by others without the express approval in writing of Barnson;
 - c. Any Services performed not in accordance with the contract, unless such non-performance is notified in writing by the Client to Barnson within 28 days of the Date of Completion of the Services by Barnson;
 - d. The accuracy (unless otherwise agreed) of cost estimates, programmes or interpretation or analysis of geotechnical information;
 - e. Loss of interest, earnings or profit or any other special, indirect or consequential damages. The Client expressly indemnifies and holds harmless Barnson, its directors, officers, contractors and employees from any such claim or demand.

In addition to the limitations set out above the liability of Barnson to the Client arising out of the performance or non-performance of the Services including liability for breach of contract, negligence, pursuant to the Trade Practices Act 1974 (Cwth) or however arising shall not exceed the lesser of either the sum of \$200,000.00 or the Fee paid to Barnson under the contract.
6. The Client may only suspend work or cancel the Contract with Barnson's consent and only on the basis that the Client meets all loss, damage, cost or expense, including loss of profits incurred by Barnson as a result of the suspension or cancellation. Barnson may suspend work or cancel the Contract at its absolute discretion if the Client has:
 - a. Breached any of the Terms and Conditions of the Contract and has not remedied such a breach within 7 days of receipt of a written notice from Barnson requiring it to remedy that breach;
 - b. Evinces an intention not to be bound by the Contract; or
 - c. Becomes insolvent or appears unable to pay its debts.
7. Barnson shall not be taken to have agreed to any amendment or waiver of any provision of the Terms and Conditions of the Contract unless agreed to in writing by Barnson. No Terms and Conditions referred by the Client after the Date of this document shall form part of the Contract unless expressly agreed in writing by Barnson.
8. The contract shall not be assigned by the Client in whole or in part without Barnson's consent.
9. In addition to any other method of service permitted by law, notices shall be deemed to be properly served if sent to the recipient by prepaid mail, personal delivery or facsimile.
10. The contract shall be governed by the laws of the State of Australia in which the Services are performed, or the State of Victoria if the Services are performed outside Australia.
11. In the event where this account is not paid within the trading terms provided the following shall apply:
 - a. Barnson shall without prejudice to any remedies available to it be entitled to charge interest at the prevailing Barnson bank overdraft rate on any overdue payments from the due date of payment up to and including the date of payment;
 - b. In the event the Customer fails to pay the whole amount due within fourteen (14) days of being requested to do so by Barnson in writing then Barnson shall be at liberty to instruct a collection agency and/or solicitor to recover the monies outstanding and the Customer shall be liable for any costs charges commissions and expenses reasonably and properly payable by Barnson to such Collection Agency and/or solicitor relating to the recovery of such sum;
 - c. Any monies recoverable by Barnson from the Customer pursuant to sub-clauses (a) and (b) shall be added to the amount otherwise due and shall be recoverable as a liquidated debt.
12. Copyright and Confidentiality
 - a. Barnson Pty Ltd remains the owner of copyright in work done for the Client. The Client is licensed to use the work for the project and to reproduce it for that purpose only.
 - b. The material produced by Barnson is confidential to Barnson and the Client. Unless Barnson gives written consent, the Client must not disclose or publish the material in any form except for the purposes of the project to regulatory authorities or other professional advisers.
13. Limitation of Liability
 - a. Work prepared by Barnson is prepared for the use of the Client only. No other person is entitled to use or to rely on the work, and Barnson assumes no liability to any person other than the client in relation to the work.