

Shire of Perenjori

AGENDA

Plant and Works Committee Meeting

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To be held in the Shire of Perenjori Council Chambers, Fowler Street, Perenjori on

9<sup>th</sup> March 2016 to commence at 5.00 pm

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**16031 PRELIMINARIES**

**16031.1 DECLARATION OF OPENING AND ANNOUNCEMENT OF VISITORS**

**16031.2 DISCLAIMER READING**

**16031.3 RECORDS OF ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE**

**16031.4 NOTATIONS OF INTEREST**

**Financial Interest – Local Government Act s 5.60A**

**Proximity Interest – Local Government Act s 5.60B**

**Interest Affecting Impartiality – Shire of Perenjori Code of Conduct.**

**16031.5 APPLICATIONS FOR LEAVE OF ABSENCE**

**16031.6 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS**

That the Minutes of the Plant and Works Committee Meeting of 9<sup>th</sup> December 2015 be confirmed as a true and correct record of the meeting.

<b>16032</b>	<b>INFRASTRUCTURE SERVICES</b>
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<b>16032.1</b>	<b>ROAD MAINTENANCE FEBRUARY 2016</b>
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**APPLICANT:** SHIRE OF PERENJORI  
**FILE:** R999  
**DISCLOSURE OF INTEREST:** NIL  
**AUTHOR:** KEN MARKHAM – MANAGER INFRACTURE SERVICES  
**RESPONSIBLE OFFICER:** KEN MARKHAM – MANAGER INFRACTURE SERVICES  
**REPORT DATE:** 9<sup>TH</sup> MARCH 2016  
**ATTACHMENTS:** MAP

**Executive Summary**

This item seeks Council's acceptance of the road maintenance report for February 2016.

**Background**

Listed are the roads graded for the month of February.

Payne Road	Mcdonald Road
Back Bowgada Road	Liebe Road
Norrish Road	Billeroo Road
Parkwood Road	Taylor's Road
Settlement Road	Coorow Maya Road
Dring Road	

**Statutory Environment**

Local Government Act 1995 S3.1 – the general function of Local Government is to provide for the good government of people in its district.

**Policy Implications****Financial Implications**

As per road maintenance budget

**Strategic Implications**

Area 1: Infrastructure and Natural Assets – Our Natural and Built Environment

Goal: A Community that develops and lives sustainably in a thriving natural and quality built environment, which meets current and future community needs.

**Risk Management**

The risk of not undertaking road maintenance is that the roads become unsafe and the asset deteriorates.

**Consultation**

Nil

**Comment**

With the carting of gypsum and lime sand starting, it has been observed that some roads have been corrugating quicker and a few blow outs have occurred. The grain trucks that have been

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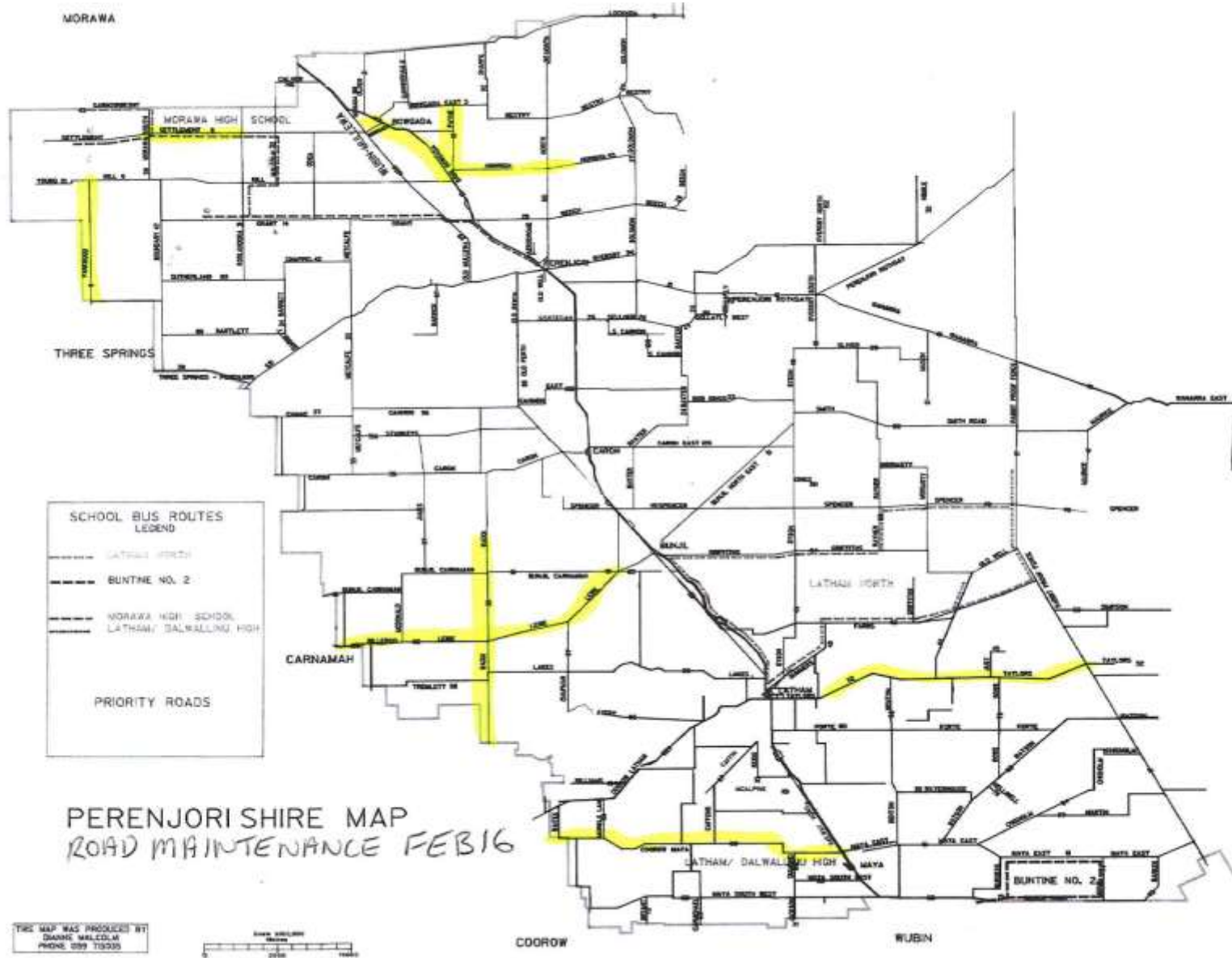
**9<sup>th</sup> March 2016**

transporting grain from Latham CBH to Carnamah have been using Bunjil Carnamah Road and this has led to a failure on the floodway near the Shire boundary.

**Voting Requirements – Simple Majority**

<b>Officers Recommendation – Item 16032.1</b>
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<b>That the road maintenance report for February 2016 be accepted as presented.</b>
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**16032.2 LEASE GRADER – REPAIR COSTS**

<b>APPLICANT:</b>	<b>SHIRE OF PERENJORI</b>
<b>FILE:</b>	<b>P1558</b>
<b>DISCLOSURE OF INTEREST:</b>	<b>NIL</b>
<b>AUTHOR:</b>	<b>KEN MARKHAM – MANAGER INFRACTURE SERVICES</b>
<b>RESPONSIBLE OFFICER:</b>	<b>KEN MARKHAM – MANAGER INFRACTURE SERVICES</b>
<b>REPORT DATE:</b>	<b>9<sup>TH</sup> MARCH 2016</b>
<b>ATTACHMENTS:</b>	<b>NIL</b>

**Executive Summary**

This item seeks Council's approval of a budget amendment for the final repairs to the lease grader.

**Background**

The Shire of Perenjori had a lease agreement through the Commonwealth Bank for a Volvo grader which expired in December 2015. The grader was sent to CJD in Perth at the direction of the Commonwealth Bank and was subject to an independent inspection.

The report found various items that required repair/ maintenance or replacement to satisfy the return requirements in the agreement.

The estimated cost of repairs has been put at \$13,635 ex GST. This includes the inspection, parts and labour.

Clause 13 of the lease agreement states that:

*Upon the expiration of the term or the termination of the rental the Renter will return the goods to the Owner at the Renters expense, at a time and place nominated by the Owner, in a satisfactory condition reasonably corresponding with the use, maintenance and repair of the goods in accordance with clauses 3(c) and (d) and if the goods are returned in an unsatisfactory condition, the Owner may repair and restore the Goods at the cost to the Renter.*

*Clause 3 (c) proper use: The Renter agrees during the term to use the goods at all times in a proper and skilful manner and employ only properly trained, competent and (where applicable) licensed persons in the working, care, maintenance and repair of the Goods and in carrying out its obligations under this clause, but without limiting the generality thereof, to observe in all respects the instructions and/ or recommendations of the manufacturer, designer or supplier and relevant Australian standards, so that the goods are capable of being used for the purpose and for the capacity for which they were intended, and qualify for any manufacturer's warranty or maintenance service conditions.*

*Clause 3 (d) repair: The Renter agrees during the Term at its expense, to ensure suitably qualified persons maintain and keep the Goods in good and substantial repair, working order and condition (subject to fair wear and tear) and to replace and make good immediately all such parts as may be broken or may have become inefficient or damaged with proper parts of no less than the same quality.*

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The breakup of the work to be done consists of around \$5,515 in parts with the majority of the cost being labour (around \$8,120).

The terms of the agreement leave us with no option but to accept the report and the work required to satisfy the return conditions of the grader.

**Statutory Environment**

Local Government Act 1995 S3.1 – the general function of Local Government is to provide for the good government of people in its district.

Section 3.57 Local Government Act 1995 (“the Act”)

Part 4 Local Government (Functions and General) Regulations 1996 (“the Regulations”)

Local Government (Functions and General) Amendment Regulations 2007 (“the Regulations”)

**Policy Implications**

Nil

**Financial Implications**

This is an estimated cost of \$13,635 ex GST which would need to come from the Plant Repair Budget. Though this budget was increased to meet other requirements for the rest of the financial year, this amount would not be enough to cover the repairs and leave funds for other plant repairs/ services.

**Strategic Implications**

Area 1: Infrastructure and Natural Assets – Our Natural and Built Environment

Goal: A Community that develops and lives sustainably in a thriving natural and quality built environment, which meets current and future community needs

**Risk Management**

The risk of not having the additional funds in the budget would mean that there would be minimal funds available to carry out other repairs to plant and machinery.

**Consultation**

CEO

Commonwealth Bank

CJD

**Comment**

Discussions with the Commonwealth Bank in regards to the inspection report on the grader resulted in a slight decrease in the estimated costs of works but in the end the agreement that the Shire entered into and the clauses in reference to the repair/ maintenance and condition on return has left us with no option but to accept the costs.

The subject of leasing has been highlighted with the issue of the conditions of the lease agreement and requirements contained which have added previously unknown costs to leasing an item of plant.

**Officers Recommendation – Item 16032.2**

That Council approve the Budget amendment to the Plant Repair Budget of an extra \$13,635 ex GST to cover the costs for the repairs/ maintenance of the lease grader from the Commonwealth Bank.

**16033 GENERAL BUSINESS**

**16033.1 CONFIDENTIAL**

**16033.2 DATE OF NEXT MEETING**

The next Plant and Works Committee Meeting will be held on the 13<sup>th</sup> April 2016 at 5.00pm.

**16033.3 CLOSURE**