

Shire of Perenjori

MINUTES

Plant and Works Committee Meeting

Held in the Shire of Perenjori Council Chambers, Fowler Street, Perenjori on

9th March 2016 commenced at 5.00 pm

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Carried: 4/0

16032	INFRASTRUCTURE SERVICES
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16032.1	ROAD MAINTENANCE FEBRUARY 2016
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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: 9TH 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 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

Officers Recommendation – Item 16032.1

That the road maintenance report for February 2016 be accepted as presented.
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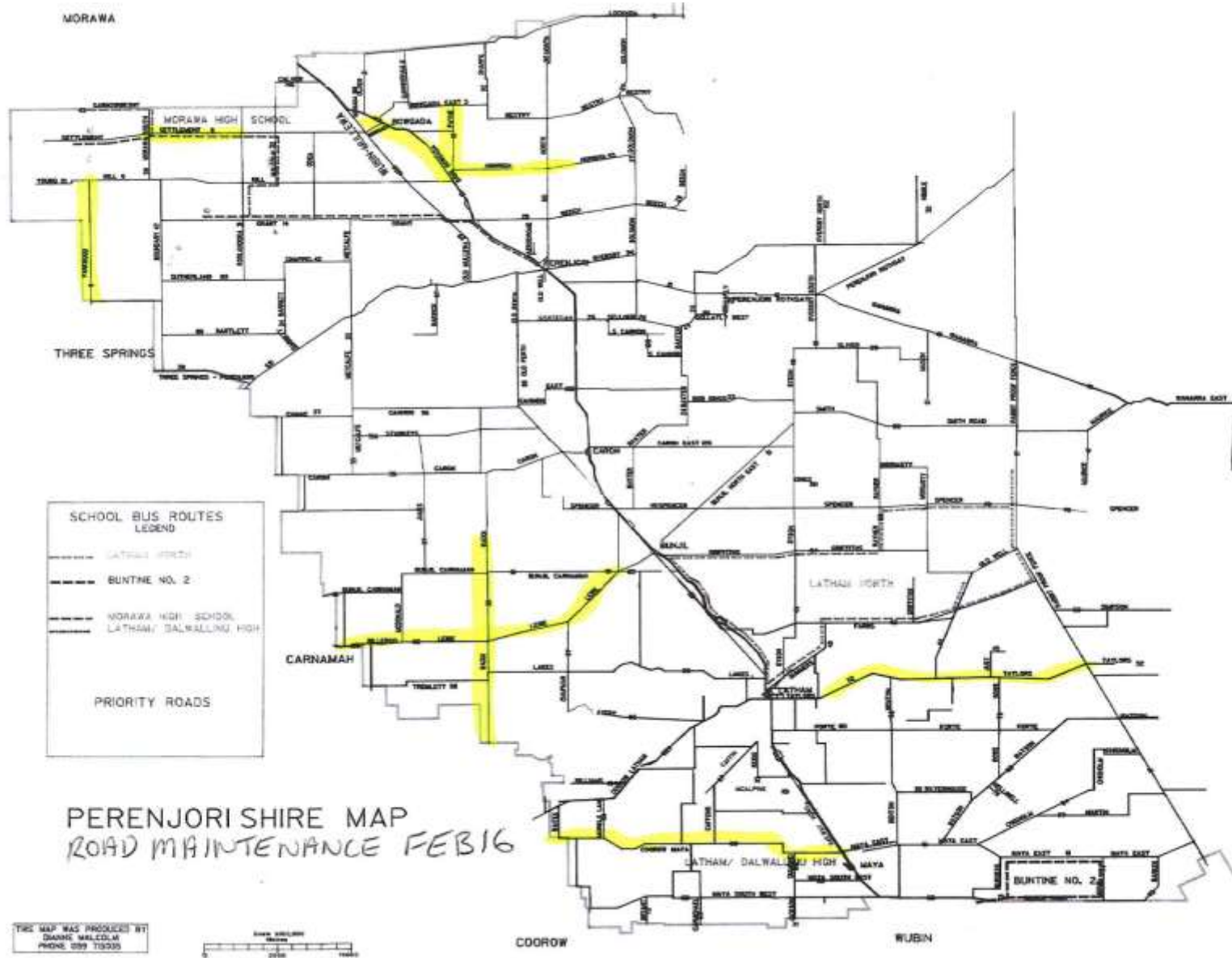
Committee Resolution – Item 16032.1
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Moved: Cr R Desmond

Seconded: Cr P Waterhouse

That the road maintenance report for February 2016 be accepted as presented.

Carried: 4/0



16032.2 LEASE GRADER – REPAIR COSTS

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

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.

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.

Committee Resolution – Item 16032.2

Moved: Cr G Reid

Seconded: Cr P Waterhouse

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.

Carried: 4/0

16033 GENERAL BUSINESS

16033.1 CONFIDENTIAL

16033.2 DATE OF NEXT MEETING

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

16033.3 CLOSURE

Cr G Reid declared the meeting closed at 5:45 pm.