

MINUTES

ORDINARY COUNCIL MEETING

Tuesday January 24, 2012 Commencing At 9.02am



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The **Shire of Menzies** warns that anyone who has an application lodged with the **Shire of Menzies** must obtain and only should rely on *WRITTEN CONFIRMATION* of the outcome of the application, and any conditions attaching to the decision made by the **Shire of Menzies** in respect of the application.

SHIRE OF MENZIES

ORDINARY COUNCILMEETING

commencing at 9.02 am

AGENDA

1 DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS

The Shire President (Cr. Gregory Dwyer) declared the meeting open, welcoming the attendees, visitors, guests and proceeds with the agenda as planned.

2 RECORD OF ATTENDANCE / APOLOGIES / LEAVE OF ABSENCE PREVIOUSLY APPROVED

Attendance:

Councillors:

In Person:

Cr G. Dwyer

President

Cr. C.K. Purchase

Councillor

Cr LR Tucker

Councillor

Teleconference:

Cr. P.J. Twigg

Deputy President

Cr. E. Hansen

Councillor

Staff:

Mr L.P Strugnell

Acting Chief Executive Officer

Ms C. McAllan

Deputy Chief Executive Officer

Visitors:

Mr. B. Howson

Howson Management.

Apologies:

Cr. J.A. Dwyer

Councillor.

3 RESPONSES TO PREVIOUS PUBLIC QUESTION TIME TAKEN ON NOTICE

Nil.

4 PUBLIC QUESTION TIME

Nil

5 DECLARATIONS OF INTEREST / APPLICATIONS FOR LEAVE OF ABSENCE.

Cr. I.R. Tucker declares an interest in item 9.6

Cr. E. Hansen declares an interest in item 9.6

Cr. C.K. Purchase declares an interest in item 9.16

6 PETITIONS / DEPUTATIONS / PRESENTATIONS

Item 9.16

7 CONFIRMATION OF PREVIOUS MINUTES

7.1 Confirmation of the Previous Minutes of Council held on December 15th 2011 as presented, be adopted.

MOVED Cr I.R. Tucker

SECONDED Cr C.K. Purchase

Carried 5/0

8 QUESTIONS ON NOTICE.

8.1 Questions on Notice

Nil

9 REPORTS OF COMMITTEES AND OFFICERS

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- 9.1 Finance Committee Recommendations.
- 9.2 Financial Statements and Reports to 31st December 2011
- 9.3 Accounts For Payment to December 31st 2011
- 9.4 Reimbursement of Expenses for Council Members
- 9.5 WA Local Government Grants Commission Methodology Review.
- 9.6 Training For Indigenous Councillors
- 9.7 Request For Tender Supply of Road Sealing Services 2 Year Period Panel Contract.
- 9.8 Proposed Road Closure Crusoe and an un-named Road Reserve.
- 9.9 KPMG Shire of Menzies Strategic Community Plans
- 9.10 Interpretive Signs Shenton Street Insurance Queries.
- 9.11 Ramelius Resources Request For Meeting
- 9.12 Goongarrie Railway Cottage Caretaker.
- 9.13 Expressions of Interest Gas Depot.
- 9.14 Tjuntjuntjara Community Request for 30 Garbage Bins.
- 9.15 Application For Comment Department of Environment and Conservation.
- 9.16 Petition Power and Water Services to Mercer Street

9.1 FINANCE COMMITTEE RECOMMENDATIONS TO ORDINARY COUNCIL MEETING OF 24TH JANUARY 2012

5.1 AUDIT/FINANCE COMMITTEE RECOMMENDATIONS TO ORDINARY COUNCIL MEETING OF 24th JANUARY 2012

MOVED Cr I.R. Tucker

SECONDED Cr J.A. Dwyer

That the Council adopt the recommendations of the Audit / Finance Committee to adopt the Financial Statements and Reports to November 30th 2011 as presented.

Carried 4/0

5.2 AUDIT/FINANCE COMMITTEE RECOMMENDATIONS TO ORDINARY COUNCIL MEETING OF 24th JANUARY 2012

MOVED Cr I.R. Tucker

SECONDED Cr C.K. Purchase

That the Council adopt the recommendations of the Audit / Finance Committee to adopt the Accounts for payment to November 30th 2011 as presented.

Carried 4/0

5.3 AUDIT/FINANCE COMMITTEE RECOMMENDATIONS TO ORDINARY COUNCIL MEETING OF 24th JANUARY 2012

MOVED Cr I.R. Tucker

SECONDED Cr J.A. Dwyer

That the Council adopt the recommendations of the Audit / Finance Committee to increase the price of 8.5kg swapped cylinder of gas by \$1.00 to a new price of \$43.00 per bottle and 8.5kg new cylinder of gas by \$1.00 to a new price of \$86.00 per bottle after statutory advertising from Monday 13th February 2012.

Carried 3/1

5.4 AUDIT/FINANCE COMMITTEE RECOMMENDATIONS TO ORDINARY COUNCIL MEETING OF 24th JANUARY 2012

MOVED Cr J.A. Dwyer

SECONDED Cr C.K. Purchase

That the Council adopt the recommendations of the Audit / Finance Committee for the calling of tenders for the Hire of Plant and Services for a 2 year period Panel Contract for the following:

Plant:

- Grader 140H or similar.
- Frontend Loader 2.5m3 to 3.0m3
- Dozer D7 or similar.
- Watercart Roadtrain 45,000litre minimum.
- Watercart Truck 10,000litre minimum.
- Roadtrai side tipper.
- 6 wheel End Tipper.
- Dual smooth/Padfoot roller 16tonne minimum.
- Multi tyre roller 16tonne minimum.

- Machinery float.
- Traffic Management.
- All Camp Facilities.
- · Any Plant items offered.

Types of services required:

- Plumber
- Electrician
- Structural Engineering.
- Building Maintenance.
- · Carpenter.
- Mechanical Services.
- Septic Tank Pumpouts.

Carried 4/0

5.5 AUDIT/FINANCE COMMITTEE RECOMMENDATIONS TO ORDINARY COUNCIL MEETING OF 24th JANUARY 2012

MOVED Cr I.R. Tucker

SECONDED Cr C.K. Purchase

That the Council adopt the recommendations of the Audit / Finance Committee to:

- 1. Adopt the Audit/Finance Committee recommendation to approve the Request For Tender document for the construction of two (2) Liquid Waste Evaporation Basins at the Menzies Tip Site.
 - 2. Advertise for the works to be carried out and the tenders for the selection of a suitable tenderer.

Carried 4/0

OFFICER RECOMMENDATION /COUNCIL RESOLUTION No: 0096

MOVED Cr C.K. Purchase

SECONDED Cr I.R. Tucker

That Council adopt the following recommendations from the Audit / Finance Committee.

5.1 AUDIT/FINANCE COMMITTEE RECOMMENDATIONS TO ORDINARY COUNCIL MEETING OF 24th JANUARY 2012

That the Council adopt the recommendations of the Audit / Finance Committee to adopt the Financial Statements and Reports to November 30th 2011 as presented.

5.2 AUDIT/FINANCE COMMITTEE RECOMMENDATIONS TO ORDINARY COUNCIL MEETING OF 24th JANUARY 2012

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That the Council adopt the recommendations of the Audit / Finance Committee for the calling of tenders for the Hire of Plant and Services for a 2 year period Panel Contract for the following:

Plant:

- · Grader 140H or similar.
- Frontend Loader 2.5m3 to 3.0m3
- Dozer D7 or similar.
- Watercart Roadtrain 45,000litre minimum.
- Watercart Truck 10,000litre minimum.
- Roadtrai side tipper.
- 6 wheel End Tipper.
- Dual smooth/Padfoot roller 16tonne minimum.
- Multi tyre roller 16tonne minimum.
- · Machinery float.
- Traffic Management.
- All Camp Facilities.
- Any Plant items offered.

Types of services required:

- Plumber
- Electrician
- Structural Engineering.
- Building Maintenance.
- Carpenter.
- Mechanical Services.
- Septic Tank Pumpouts.

5.5 AUDIT/FINANCE COMMITTEE RECOMMENDATIONS TO ORDINARY COUNCIL MEETING OF 24th JANUARY 2012

That the Council adopt the recommendations of the Audit / Finance Committee to:

- 3. Adopt the Audit/Finance Committee recommendation to approve the Request For Tender document for the construction of two (2) Liquid Waste Evaporation Basins at the Menzies Tip Site.
- 4. Advertise for the works to be carried out and the tenders for the selection of a suitable tenderer.

Carried 5/0

9.2 FINANCIAL STATEMENTS AND REPORTS TO DECEMBER 31ST 2011

SUBMISSION TO: Ordinary Meeting of Council – 24TH January 2012

LOCATION: Shire of Menzies

APPLICANT: Carol McAllan

FILE REF: A/2/6

DISCLOSURE OF INTEREST: The author has no interest to disclose

DATE: 20th January 2012

AUTHOR: Carol McAllan, A/Chief Executive Officer

SIGNATURE OF AUTHOR:

SENIOR OFFICER: L.P. Strugnell, Acting Chief Executive Officer

SIGNATURE OF SENIOR OFFICER:

SUMMARY

That the Financial Statements and Reports to the statements to December 31st 2011 as presented be adopted.

BACKGROUND:

The Financial Reports (AAS27) are presented monthly, generated by our off-site Accountants, UHY Haines Norton and printed in our office.

COMMENT:

Included in these Financial Reports, (which are an equivalent of a quarterly financial report) are a rates report and a report on reserves funds.

CONSULTATION: Ms.Mandy Wynne UHY Haines Norton.

STATUTORY ENVIRONMENT: Local Government (Financial Management Regulations 1966 Regulation 34.

34. Financial activity statement report — s. 6.4

(1A) In this regulation —

committed assets means revenue unspent but set aside under the annual budget for a specific purpose.

- (1) A local government is to prepare each month a statement of financial activity reporting on the revenue and expenditure, as set out in the annual budget under regulation 22(1)(d), for that month in the following detail—
 - (a) annual budget estimates, taking into account any expenditure incurred for an additional purpose under section 6.8(1)(b) or (c);
 - (b) budget estimates to the end of the month to which the statement relates;
 - (c) actual amounts of expenditure, revenue and income to the end of the month to which the statement relates;
 - (d) material variances between the comparable amounts referred to in paragraphs (b) and (c); and
 - (e) the net current assets at the end of the month to which the statement relates.
- (2) Each statement of financial activity is to be accompanied by documents containing
 - (a) an explanation of the composition of the net current assets of the month to which the statement relates, less committed assets and restricted assets;
 - (b) an explanation of each of the material variances referred to in subregulation (1)(d); and
 - (c) such other supporting information as is considered relevant by the local government.

- (3) The information in a statement of financial activity may be shown
 - (a) according to nature and type classification; or
 - (6) by program; or
 - (c) by business unit.
- (4) A statement of financial activity, and the accompanying documents referred to in subregulation (2), are to be
 - (a) presented at an ordinary meeting of the council within 2 months after the end of the month to which the statement relates; and
 - (b) recorded in the minutes of the meeting at which it is presented.
- (5) Each financial year, a local government is to adopt a percentage or value, calculated in accordance with the AAS, to be used in statements of financial activity for reporting material variances.
- [(6) deleted]

[Regulation 34 inserted in Gazette 31 Mar 2005 p. 1049-50; amended in Gazette 20 Jun 2008 p. 2724.]

POLICY IMPLICATIONS:

Nil

FINANCIAL IMPLICATIONS:

Nil

VOTING REQUIREMENTS:

Simple Majority required

OFFICER RECOMMENDATION /COUNCIL RESOLUTION No: 0097

MOVED Cr I.R. Tucker

SECONDED Cr C.K. Purchase

That the Financial Statements and Reports to the statements to December 31st 2011 as presented be adopted.

Carried 5/0



The Chief Executive Officer Shire of Menzies Shenton Street Menzies WA 6436

COMPILATION REPORT TO THE SHIRE OF MENZIES

We have compiled the accompanying Local Government special purpose financial statements of the Shire of Menzies, which comprise the Statement of Financial Activity, a summary of significant accounting policies and other explanatory notes for the period ending 31st December 2011. The financial statements have been compiled to meet compliance with the Local Government Act 1995 and associated Regulations.

The Responsibility of the Shire of Menzies

The Shire of Menzies are solely responsible for the information contained in the special purpose financial statements and are responsible for the maintenance of an appropriate accounting system in accordance with the relevant legislation.

Our Responsibility

On the basis of information provided by the Shire of Menzies we have compiled the accompanying special purpose financial statements in accordance with the requirements of the Local Government Act 1995, associated Regulations and APES 315 Compilation of Financial Information.

Our procedures use accounting expertise to collect, classify and summarise the financial information, which the Shire of Menzies provided, in compiling the financial statements. Our procedures do not include verification or validation procedures. No audit or review has been performed and accordingly no assurance is expressed.

The Local Government special purpose financial statements were compiled exclusively for the benefit of the Shire of Menzies. We do not accept responsibility to any other person for the contents of the special purpose financial statements.

UHY Haurus Norton (WA) Pty Ltd.

UHY Haines Norton (WA) Pty Ltd.

Chartered Accountants

Paul Breman

Director

23 January 2012

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23 January 2012

Mr Peter Strugnell Acting Chief Executive Officer Shire of Menzies Shenton Street MENZIES WA 6436

Dear Mr. Strugnell

ACCOUNTING SERVICE INFORMATION REPORT FOR THE PERIOD ENDED 31 DECEMBER 2011

We advise that we have completed the compilation of your Statutory Monthly Statement of Financial Activity for the month ended 31st December 2011 and enclose our Compilation Report and Statements.

We advise that we have not been able to complete the compilation of your Statutory Monthly Statement of Financial Activity for the month of November. The reasons for the delay are stated below.

We are required under APES 315 Compilation of Financial Information to report certain matters in our compilation report. Other matters which arise during the course of our compilation that we wish to bring to your attention are raised in this report.

It should be appreciated that our procedures are designed primarily to enable us to compile the monthly financial statements and therefore may not bring to light all weaknesses in systems and procedures, or all financial matters of interest to management and Council, which may exist. However, we aim to use our knowledge of the Shire's financial operations gained during our work to make comments and suggestions, which, we hope, will be useful to you.

Financial Matters Noted

- Provision for Doubtful Debts were raised at 30 June 2011. Please review the receivables and determine if they are collectable. If the debt is not collectable, you may consider actions to write these amounts off.
- An amount of \$76,261 exists as a liability in the balance sheet for unclaimed overpayment of rates which dates back some years. This liability is cash back by a reserve for this purpose. There has been no repayment of these funds during the period since its inception. We recommend this matter be reviewed.

Should you wish to discuss any matter relating to our service or any other matter, please do not hesitate to contact us.

Yours faithfully

PAUL BREMAN Director

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MONTHLY STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2011 TO 31 DECEMBER 2011



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STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2011 TO 31 DECEMBER 2011

	NOTE	31-Dec 2011	31-Dec 2011	2011/12 Adopted	Variances Budget to Actual
Operating		Actual	Y-T-D Budget	Budget	Y-T-D
oporating		\$	\$	\$	%
Revenues	1,2				
Governance		8,437	1,336	2,673	531.51%
General Purpose Funding		954,752	1,052,758	1,905,516	(9.31%)
Law, Order, Public Safety		4,036	12,528	25,056	(67.78%)
Health		616	925	1,849	(33.41%)
Education and Welfare		0	15,835	31,670	(100.00%)
Housing		23,758	111,951	223,901	(78.78%)
Community Amenities		8,708	3,887	7,774	124.03%
Recreation and Culture		10,220	121,353	262,711	(91.58%)
Transport		393,626	432,618	865,236	(9.01%)
Economic Services		354,080	704,423	1,408,847	(49.73%)
Other Property and Services		13,209	58,246	116,491	(77.32%)
(5	1.0	1,771,442	2,515,860	4,851,724	(29.59%)
(Expenses) Governance	1,2	(85,209)	(162,498)	(107,606)	47.56%
General Purpose Funding		(42,692)	(53,803)	(324,996)	20.65%
Law, Order, Public Safety		(38,714)	(41,536)	(83,071)	6.79%
Health		(8,792)	(9,303)	(18,606)	5.49%
Education and Welfare		(0,702)	(23,215)	(46,430)	100.00%
Housing		(17,615)	(7,514)	(15,027)	100.00%
Community Amenities		(69,886)	(95,425)	(190,848)	26.76%
Recreation & Culture		(75,025)	(128,843)	(257,686)	41.77%
Transport		(1,096,403)	(1,306,877)	(2,613,753)	16.11%
Economic Services		(571,252)	(672,183)	(1,324,366)	15.02%
Other Property and Services		(394,201)	(16,842)	(34,558)	(2240.58%)
		(2,399,789)	(2,518,039)	(5,016,947)	(4.70%)
Adjustments for Non-Cash					
(Revenue) and Expenditure					
(Profit)/Loss on Asset Disposals	4	0	(75,726)	(129,800)	(100.00%)
Depreciation on Assets		598,386	775,751	1,498,343	(22.86%)
Capital Revenue and (Expenditure)			_		
Purchase Land and Buildings	3	(24,142)	0	(1,185,108)	0.00%
Purchase Infrastructure Assets - Roads	3	0	0	(1,641,200)	0.00%
Purchase Infrastructure Assets - Other	3	(632,207)	0	(2,828,894)	0.00%
Purchase Plant and Equipment	3	0	0	(688,810)	0.00%
Purchase Furniture and Equipment	3	(172)	0	(107,200)	0.00%
Proceeds from Disposal of Assets	4	0 (4.4.074)	0	178,100	0.00%
Repayment of Debentures	5	(14,071)	(40.044)	(28,563)	0.00%
Transfers to Reserves (Restricted Assets)	6	(40,540)	(19,944)	(119,661)	(103.27%)
Transfers from Reserves (Restricted Assets)	6	0	188,526	1,131,154	100.00%
Net Current Assets July 1 B/Fwd	7	2,306,535	2,267,114	2,267,114	(1.74%)
Net Current Assets Year to Date	7	3,606,318	4,945,405	0	27.08%
0000000 000000000000000000000000000000		,			
Amount Raised from Rates	8	(2,040,876)	(1,811,863)	(1,819,748)	

This statement is to be read in conjunction with the accompanying notes.

ADD LESS

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2011 TO 31 DECEMBER 2011

1. SIGNIFICANT ACCOUNTING POLICIES

The significant accounting policies which have been adopted in the preparation of this statement of financial activity are:

(a) Basis of Accounting

This statement has been prepared in accordance with applicable Australian Accounting Standards, other mandatory professional reporting requirements and the Local Government Act 1995 (as amended) and accompanying regulations (as amended).

(b) The Local Government Reporting Entity

All Funds through which the Council controls resources to carry on its functions have been included in this statement.

In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between Funds) have been eliminated.

All monies held in the Trust Fund are excluded from the statement, but a separate statement of those monies appears at Note 9.

(c) Rounding Off Figures

All figures shown in this statement, other than a rate in the dollar, are rounded to the nearest dollar.

(d) Rates, Grants, Donations and Other Contributions

Rates, grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions. Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.

(e) Goods and Services Tax

In accordance with recommended practice, revenues, expenses and assets capitalised are stated net of any GST recoverable. Receivables and payables are stated inclusive of applicable GST.

(f) Fixed Assets

Property, plant and equipment and infrastructure assets are brought to account at cost or fair value less, where applicable, any accumulated depreciation or amortisation and any accumulated impairment balances.

(g) Depreciation of Non-Current Assets

All non-current assets having a limited useful life are systematically depreciated over their useful lives in a manner which reflects the consumption of the future economic benefits embodied in those assets.

Depreciation is recognised on a straight-line basis, using rates which are reviewed each reporting period. Major depreciation periods are:

Buildings	5%
Furniture and Equipment	10%
Plant and Equipment - Heavy	15%
Plant and Equipment - Sundry	25%
Electronic Equipment	25%
Tools	20%
Infrastructure - Grids	4%
Infrastructure - Floodways	6%
Pavement	2.5%
Seal	6.7%
Curbing	2%
Other Infrastructure	2%

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2011 TO 31 DECEMBER 2011

2. STATEMENT OF OBJECTIVE

In order to discharge its responsibilities to the community, the Shire has developed a set of operational and financial objectives. These objectives have been established both on an overall basis and for each of its broad activities/programs.

Council operations as disclosed in this statement encompass the following service orientated activities/programs:

GENERAL PURPOSE FUNDING

The reporting of the Shire's general rating income and the recognition of the Western Australian Grants Commission payment together with interest on investments and costs associated with the collection of funds.

LAW, ORDER, PUBLIC SAFETY

The reporting of income and expenditure involved in the supervision of fire prevention and animal control.

HEALTH

The reporting of income and expenditure involved with the administration with the Health Act.

EDUCATION AND WELFARE

Expenditure to assist in the education of the children and youth within the Shire.

HOUSING

Income and expenditure associated with the cost of providing housing to staff and others.

COMMUNITY AMENITIES

The reporting of expenditure involved in the provision of rubbish depot sites. This activity also includes expenditure on cemeteries.

RECREATION AND CULTURE

The reporting of income and expenditure associated with the Town Hall, library and recreation area, oval and reserves operated by Council.

TRANSPORT

The reporting of income and expenditure associated with the construction and maintenance of roads, grids and traffic signs together with the maintenance of Council's airstrip.

ECONOMIC SERVICES

The reporting of income and expenditure includes the operation of Council's caravan park and administration of the Building Code of Australia.

OTHER PROPERTY & SERVICES

Involves the expenditure and allocation of employee overheads and plant costs, also included is the accounting for private works, salary and wage reconciliation and other incomes and expenditures not included elsewhere.

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2011 TO 31 DECEMBER 2011

3. ACQUISITION OF ASSETS The following assets have been acquired during		31-Dec 2011 Actual \$	2011/12 Adopted Budget \$
the period under review:			
By Program			
Governance Laptop computers Chairs for Council Chambers Relocate Council Chambers Referbish Council Chambers Computing Costs - Other	F B B F	0 0 0 0 172	3,000 10,000 100,000 50,000
Housing Purchase of Residence from GROH Solar Hot Water Heaters Security Screens	В В В	0 0 0	197,250 30,000 10,000
Tjuntjunjarra Housing - Power and Water Headworks Upgrade Housing (Shenton and Wilson	В	0	100,000
Asbestos and Drainage)	В	0	188,000
Recreation and Culture Anzac Memorial Carryover Waterpark carryover Tjuntjunjarra Basletball Lighting Town Oval Development - Menzies Town Park Facilities Menzies Walk Trail Ride on Mower	 	0 0 0 0 0 45,045	25,000 400,000 20,000 50,000 50,000 0 13,200
Transport Depot facilities Main Street Upgrade - Carryover and reserves Tjuntjunjarra upgrade - new Grant Indigenous Access Roads WALGCC 11/12 RRG - Menzies Evanston 11/12 RRG - Menzies NW 11/12 RRG - Aboriginal Access 11/12 Gindalbie fencing Purchase Reid Street Block behind truck bay Grids - Kookynie Rd Gravel Pit rehabilitation Gregory St Mercer St Tjuntjunjarra - ConnieSue - Tropicana - New Grant Florence St Truck - 6 wheeler Loader Small Truck Utility Side Tipping Trailer	888888888888	0 569,220 0 0 0 0 0 0 0 0 0 0 0 0	45,000 1,163,894 1,000,000 117,981 85,429 82,290 231,000 10,000 50,000 200,000 150,000 150,000 251,350 251,350 267,000 70,000 30,000 7,260

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2011 TO 31 DECEMBER 2011

3. ACQUISITION OF ASSETS		31-Dec 2011 Actual \$	2011/12 Adopted Budget \$
Economic Services	n	0	201 050
Post Office Restoration - New Grant	B B	0	201,858 25,000
Railway Station & Post Office - Carryover Lady Shenton Restoration	В	24,142	200,000
Butcher Shop - Carryover	В	0	38,000
Community Resource Centre	F	0	69,200
Lake Ballard Development - Lotterywest grant carryover	I	0	70,000
Caravan Park Upgrade	1	17,942	50,000
Other Property and Services Administration Server CEO Vehicle	F P	0 0 656,521	25,000 50,000
By Class			
Land and Buildings	В	24,142	1,185,108
Infrastructure Assets - Roads	R	0	1,641,200
Infrastructure Assets - Other	I	632,207	2,828,894
Plant and Equipment	P	0	688,810
Furniture and Equipment	F_	172	107,200
		656,521	6,451,212

4. DISPOSALS OF ASSETS

No assets have been disposed in the period under review.

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2011 TO 31 DECEMBER 2011

5. INFORMATION ON BORROWINGS

(a) Debenture Repayments

	Principal	New	Principal	ipal	Principal	cipal	Interest	rest
	1-Jul-11	Loans	Repayments	ments	Outsta	Outstanding	Repayments	ments
Particulars			Actual \$	Adopted Budget \$	Actual \$	Adopted Budget	Actual	Adopted Budget
Loan 17 Teachers Units	91,003	0	14,071	28,563	76,932	62,440	2,726	5,030
	91,003	0	14,071	28,563	76,932	62,440	2,726	5.030

All debenture repayments were financed by general purpose revenue.

(b) New Debentures

No new debentures were drawn down during the period under review.

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2011 TO 31 DECEMBER 2011

		31-Dec 2011 Actual \$	2011/12 Adopted Budget \$
6.	RESERVES		
	Cash Backed Reserves		
(a)	Leave Reserve Opening Balance Amount Set Aside / Transfer to Reserve Amount Used / Transfer from Reserve	148,163 2,510 0 150,673	148,163 7,408 0 155,571
(b)	Plant Reserve Opening Balance Amount Set Aside / Transfer to Reserve Amount Used / Transfer from Reserve	328,100 5,559 0 333,659	328,100 16,405 (72,422) 272,083
(c)	Building Reserve Opening Balance Amount Set Aside / Transfer to Reserve Amount Used / Transfer from Reserve	456,790 7,737 0 464,527	456,790 22,840 (188,000) 291,630
(d)	TV Reserve Opening Balance Amount Set Aside / Transfer to Reserve Amount Used / Transfer from Reserve	7,887 134 0 8,021	7,889 394 0 8,283
(e)	Road Reserve Opening Balance Amount Set Aside / Transfer to Reserve Amount Used / Transfer from Reserve	342,186 5,797 0 347,983	342,186 17,109 0 359,295
(f)	Main Street Reserve Opening Balance Amount Set Aside / Transfer to Reserve Amount Used / Transfer from Reserve	709,871 12,024 0 721,895	709,871 35,494 (745,365) 0
(g)	Staff Amenities Reserve Opening Balance Amount Set Aside / Transfer to Reserve Amount Used / Transfer from Reserve	168,092 2,847 0 170,939	168,092 8,405 0 176,497
(h)	Caravan Park Reserve Opening Balance Amount Set Aside / Transfer to Reserve Amount Used / Transfer from Reserve	81,308 1,378 0 82,686	81,308 4,065 0 85,373

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2011 TO 31 DECEMBER 2011

		31-Dec 2011 Actual \$	2011/12 Adopted Budget
6.	RESERVES	Ψ	\$
	Cash Backed Reserves		
(i)	Rates Future Claims Reserve Opening Balance Amount Set Aside / Transfer to Reserve Amount Used / Transfer from Reserve	31,427 532 0 31,959	31,427 1,571 0 32,998
(j)	Bitumen Road Reserve Opening Balance Amount Set Aside / Transfer to Reserve Amount Used / Transfer from Reserve	119,399 2,022 0 121,421	119,397 5,970 (125,367) 0
	Total Cash Backed Reserves	2,433,763	1,381,730

All of the above reserve accounts are supported by money held in financial institutions.

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2011 TO 31 DECEMBER 2011

6.	RESERVES (Continued)	31-Dec 2011 Actual \$	2011/12 Adopted Budget \$
	Summary of Transfers To Cash Backed Reserves		
	Transfers to Reserves		
	Leave Reserve	2,510	7,408
	Plant Reserve	5,559	16,405
	Building Reserve	7,737	22,840
	TV Reserve	134	394
	Road Reserve	5,797	17,109
	Main Street Reserve	12,024	35,494
	Staff Amenities Reserve	2,847	8,405
	Caravan Park Reserve	1,378	4,065
	Rates Future Claims Reserve	532	1,571
	Bitumen Road Reserve	2,022	5,970
		40,540	119,661
	Transfers from Reserves		
	Leave Reserve	0	0
	Plant Reserve	0	(72,422)
	Building Reserve	0	(188,000)
	TV Reserve	0	Ó
	Road Reserve	0	0
	Main Street Reserve	0	(745,365)
	Staff Amenities Reserve	0	Ó
	Caravan Park Reserve	0	0
	Rates Future Claims Reserve	0	0
	Bitumen Road Reserve	0	(125,367)
		0	(1,131,154)
	Total Transfer to/(from) Reserves	40,540	(1,011,493)

MONTHLY STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2011 TO 31 DECEMBER 2011

6. RESERVES (Continued)

In accordance with council resolutions in relation to each reserve account, the purpose for which the reserves are set aside are as follows:

Leave Reserve

- to be used to fund annual and long service leave requirements.

Plant Reserve

- to be used for the purchase of major plant.

Building Reserve

- to be used for the acquisition of future buildings and renovation of existing buildings.

TV Reserve

- to be used to fund upgrades to the rebroadcasting equipment.

Road Reserve

- to be used to fund major roadworks.

Main Street Reserve

- established for beautification of the main street.

Staff Amenities Reserve

- established for the purpose of providing staff housing and amenities.

Caravan Park Reserve

- established for the purpose of upgrading the caravan park.

Rates Future Claims Reserve

- established for future rates claims.

Bitumen Road Reserve

- established for the purpose of resealing established bitumen roads

None of the above reserves are expected to be used within a set period as further transfers to the reserve accounts are expected before funds are utilised.

The Rates Future Claims Reserve will be maintained until there are any claims made against Rate book credits.

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2011 TO 31 DECEMBER 2011

	31-Dec 2011 Actual \$	Brought Forward 1-Jul \$
7. NET CURRENT ASSETS		
Composition of Estimated Net Current Asset Position		
CURRENT ASSETS		
Cash - Unrestricted Cash - Restricted Receivables Inventories	1,760,540 2,433,763 2,078,964 73,712 6,346,979	1,517,277 2,393,223 842,139 73,712 4,826,351
LESS: CURRENT LIABILITIES		
Payables and Provisions	(306,898)	(126,593)
	6,040,081	4,699,758
Less: Cash - Reserves - Restricted	(2,433,763)	(2,393,223)
NET CURRENT ASSET POSITION	3,606,318	2,306,535

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

8. RATING INFORMATION

FOR THE PERIOD 1 JULY 2011 TO 31 DECEMBER 2011

	Rate in	Number	Rateable					
RATE TYPE	\$	of	Value	2011/12	2011/12	2011/12	2011/12	2011/12
		Properties	69	Rate	Interim	Back	Total	Adopted
			:	Revenue	Rates	Rates	Revenue	Budget
Differential General Rate				•	•	€	9	9
GRV Vacant	0.0614	က	13,208	811	0	0	811	811
GRV Residential	0.0614	21	97,968	6,015	0	0	6.015	6 015
GRV Commercial	0.0614	4	80,808	4,962	0	0	4.962	4.962
UV Pastoral/Kookynie	0.0212	19	1,199,249	25,424	0	0	25,424	25,424
UV Mining	0.1235	1,081	14,039,961	1,703,323	202,680	0	1,906,003	1,763,936
Sub-Totals		1,128	15,431,194	1,740,535	202,680	0	1.943.215	1 801 148
	Minimum							2
Minimum Rates	\$							
GRV Vacant	200	103	16,280	20,600	0	0	20.600	20,600
GRV Residential	200	∞	9,341	1,600	0	0	1,600	1,600
GRV Commercial	200	2	2,125	400	0	0	400	400
UV Pastoral	200	80	26,275	1,600	0	0	1,600	1,600
UV Other/Kookynie	200	29	79,500	5,800	0	0	5,800	5,800
UV Mining	200	571	435,969	114,200	0	0	114,200	113,600
Sub-Totals		721	569,490	144,200	0	0	144,200	143,600
3							2,087,415	1,944,748
Write-offs							0	(20,000)
Discounts							(46,539)	(75,000)
T-4-1-							0	
lotais	_						2,040,876	1,819,748

All land except exempt land in the Shire of Menzies is rated according to its Gross Rental Value (GRV) in town sites or Unimproved Value (UV) in the remainder of the Shire.

to meet the deficiency between the total estimated expenditure proposed in the budget and the estimated revenue to be received from all sources The general rates detailed above for the 2011/12 financial year have been determined by Council on the basis of raising the revenue required other than rates and also bearing considering the extent of any increase in rating over the level adopted in the previous year. The minimum rates have been determined by Council on the basis that all ratepayers must make a reasonable contribution to the cost of the Local Government services/facilities.

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD 1 JULY 2011 TO 31 DECEMBER 2011

9. TRUST FUNDS

Funds held at balance date over which the local government has no control and which are not included in this statement are as follows:

Detail	Balance 1-Jul-11 \$	Amounts Received \$	Amounts Paid (\$)	Balance 31-Dec-11 \$
Housing Bonds	3,800	250	(400)	3,650
Nomination Deposits	0	240	0	240
	3,800	490	(400)	3,890

Income Statement By Nature or Type Shire of Menzies

As At Period End: December

2011/12

Page 1 of 1

				9
	Notes	YTD Actual \$	YTD Budget \$	Prior Year Actual \$
Revenue From Ordinary Activities				
Rates		2,040,875.81	1,919,748.00	1,853,488.08
Operating grants, subsidies and contributions		808,504.62	721,229.22	1,872,448.11
Non-Operating grants, subsidies and contributions		664,735.38	1,421,545.80	1,648,040.87
Profit on asset disposals		0.00	70,313.52	71,655.68
Fees and charges		171,856.35	83,601.54	177,484.56
Interest Earnings		124,788.46	118,401.00	179,145.52
Other Revenue		1,557.82	768.60	2,771.88
	Total	3,812,318	4,335,608	5,805,035
Expense From Ordinary Activities				
Employee Costs		-681,568.99	-531,231.18	-1,020,737.02
Material and Contracts		-994,944.34	-975,710.44	-1,919,927.19
Utilities Charges		-26,481.08	-92,309.34	-95,251.86
Depreciation and Amortisation		-598,386.88	-775,751.28	-1,577,832.50
Loss on Asset Disposal		0.00	-5,413.50	-41,378.34
Insurance Expenses		-69,817.88	-54,096.54	-104,534.07
Other Expenditure		-26,056.38	-81,014.82	-607,184.46
	Total	(2,397,256)	(2,515,527)	(5,366,845)
Borrowing Costs Expense				
Interest Expenses		-2,534.63	-2,512.02	-6,661.27
	Total	(2,535)	(2,512)	(6,661)
Net Result	e.	1,412,528	1,817,569	431,528

Income Statement By Program Shire of Menzies

As At Period End: December 2011/12

Page 1 of 1

				Page 1 of 1
新疆民主党和国际 企业(1998年)	Notes	YTD Actual \$	YTD Budget \$	Prior Year Actual \$
Revenue From Ordinary Activities				
General Purpose Funding		2,995,628.18	2,872,505.76	4,162,822.71
Governance		8,436.61	1,336.38	6,073.82
Law, Order, Public Safety		4,036.00	12,527.82	35,778.28
Health		616.36	924.48	1,918.36
Education & Welfare		0.00	15,834.96	30,599.12
Housing		23,757.80	111,950.76	28,459.41
Community Amenities		8,708.32	3,887.10	7,628.04
Recreation And Culture		10,220.44	121,353.36	116,964.50
Transport		393,626.51	432,618.12	712,434.97
Economic Services		354,079.59	704,423.34	537,439.61
Other Property And Services		13,208.63	58,245.60	164,915.88
Suspense		0.00	0.00	0.00
	Total	3,812,318	4,335,608	5,805,035
Expense From Ordinary Activities				
General Purpose Funding		-42,692.14	-53,805.96	-610,389.65
Governance		-85,208.98	-162,498.36	-158,046.51
Law, Order, Public Safety		-38,714.04	-41,535.66	-47,163.51
Health		-8,983.41	-9,302.70	-14,989.68
Education & Welfare		0.00	-20,700.00	-40,000.00
Housing		-14,889.15	-7,513.62	-36,148.54
Community Amenities		-69,886.28	-95,424.60	-279,806.73
Recreation And Culture		-75,025.49	-128,843.40	-329,880.25
Transport		-1,096,402.94	-1,306,877.28	-2,376,039.43
Economic Services		-571,251.88	-672,183.02	-932,845.61
Other Property And Services		-394,201.24	-16,842.50	-541,535.53
Transfer to Reserves		0.00	0.00	0.00
Suspense		0.00	0.00	0.00
	Total	(2,397,256)	(2,515,527)	(5,366,845)
Borrowing Costs Expense				
General Purpose Funding		0.00	2.82	5.40
Health		190.91	0.00	0.00
Education & Welfare		0.00	-2,514.84	-6,666.67
Housing		-2,725.54	0.00	0.00
Other Property And Services		0.00	0.00	0.00
	Total	(2,535)	(2,512)	(6,661)
Net Result		1,412,528	1,817,569	431,528
IACT VESUIT		-,,	-,,	,



9.3 ACCOUNTS FOR PAYMENT TO 31st DECEMBER 2011

SUBMISSION TO:

Ordinary Meeting of Council – 24th January 2012

LOCATION:

Shire of Menzies

APPLICANT:

Carol McAllan

FILE REF:

A/2/6

DISCLOSURE OF INTEREST:

The author has no interest to disclose

DATE:

20th January 20121

AUTHOR:

Carol McAllan, A/Chief Executive Officer

SIGNATURE OF AUTHOR:

SENIOR OFFICER:

L.P. Strugnell, Acting Chief Executive Officer

SIGNATURE OF SENIOR OFFICER:

SUMMARY

To approve cheque numbers from 001731 - 001847 including direct debits and bank statement transfers totalling \$1,077,565.11 as presented for payment in terms of the submitted lists.

BACKGROUND:

This report is a standard mandatory

requirement.

COMMENT:

Nil

CONSULTATION:

Ms Mandy Wynne, Haines Norton.

STATUTORY ENVIRONMENT

Local Government (Financial Management

Regulations 1996 Regulation 13,34

POLICY IMPLICATIONS:

All signing of cheques were carried out as per Policy 3.8. (All amounts over \$15,000.00 were counter signed by a

Council Member).

FINANCIAL IMPLICATIONS:

Reduction to the Municipal Fund Balance

VOTING REQUIREMENTS:

Simple Majority required

OFFICER RECOMMENDATION / COUNCIL RESOLUTION No: 0098

MOVED Cr C.K. Purchase

SECONDED Cr I.R. Tucker

To approve cheque numbers from 001731 - 001847 including direct debits and bank statement transfers totalling \$1,077,565.11 as presented for payment in terms of the attached schedule.

Carried 5/0

Shire of Menzies

The following schedule of accounts has been paid under delegation, by the Chief Executive Officer from the 1st to 31st October 2011. Cheques numbered from 001731 - 001847, and Direct Transactions totalling \$1,077,565.11 submitted to each member of the Council on Thursday 24th January 2012 have been checked and are fully supported by vouchers and duly certified invoices with checks being carried out as to prices, computations and costing.

Date	Printed o	n Num	Name	Memo	Cheques	Other
1/12/2011	A STATE OF THE PARTY OF THE PAR		1 WALGS	Employer Super Guarantee Contribution	3,240.64	
1/12/2011			2 Westscheme	Employer Super Guarantee Contribution	142.21	
1/12/2011 1/12/2011			3 Colonial First State Superannuation - John 4 Sunsuper	Employer Super Guarantee Contribution Employer Super Guarantee Contribution	201.00	
2/12/2011	\$HRPAYJ		Wages	Payroll for period ending 2/12/11	87.71 28,175.75	
5/12/2011			Air Liquide WA Pty Ltd	Cylinder Fee G Size x 2	34.31	
5/12/2011	2000 C	001736		Fuel Tax Credits for Sept - Oct	642.40	
5/12/2011	Cheque	001737	7 Argus, Harry	Cancelled Cheq 6589 Will be re-issued	96.00	
5/12/2011	Cheque	001738	B BCITF.	Levy for Temp Accommodation Oncharged to Angligold	6,400.00	
5/12/2011	Cheque	001739	BOC Australia	31/10/11 Late Payment Fee	38.50	
5/12/2011			Boulder Promotion & Development Assn	Cancelled Cheq 6941 Will be re-issued	198.00	
5/12/2011 5/12/2011	(1016)		. Courier Australia ! Drummond Catering	Council Mosting Lunch at Tiuntiuniams	1,405.40	
5/12/2011			Dwyer, Jill	Council Meeting Lunch at Tjuntjunjarra Council Meeting Claim for February	500.00 425.72	
5/12/2011	Cheque	001744	Eagle Petroleum (WA) Pty Ltd	31/10/11 Fuel Purchases	581.29	
5/12/2011 5/12/2011	Cheque	001745	Fast Finishing Services WA Golden Quest Trails Association	7/9/11 Council Minutes July 2011	55.00	
5/12/2011			Goldfields Locksmith	Shire Contributions Goldfields Tourism Network Fire Resistance Cabinet & keys	28,930.00 29.96	
5/12/2011	Cheque	001748	Greenhill Electrical P/L	Caravan Park supply only spare lamps	250.65	
5/12/2011			Goldfields Voluntary Regional Organisation	⁰ Subscriptions	10,660.00	
5/12/2011 5/12/2011			Harvey Norman Horizon Power	Furniture and appliances for staff housing	5,231.00	
5/12/2011			Horizon Power		633,858.11 -633,858.11	
5/12/2011			Ilkurlka Aboriginal Corp		295.25	
5/12/2011			Ilkurlka Aboriginal Corp		-295.25	
5/12/2011 5/12/2011		001753 001753		30/10/11 Reception Duties	288.08	
5/12/2011			Aileen Kelly	30/10/11 Reception Duties 30/10/11 Reception Duties	-288.08 1,050.00	
5/12/2011	11-55 - 1-11-11-11-11-11-11-11-11-11-11-11-11		Kleenheat Gas		1,833.99	
5/12/2011			Kleenheat Gas		-1,833.99	
5/12/2011 5/12/2011			Landgate Midland. Landgate Midland.		24.00 -24.00	
5/12/2011	Cheque	001757	Local Government Managers Australia		800.00	
i/12/2011	Cheque	001757	Local Government Managers Australia		-800.00	
i/12/2011 i/12/2011			McGregor, Ian McKenna Pty Ltd	Refund of Nomination Fee	80.00	
1/12/2011			Menzies Hotel	25/10/11 Clean up tip as quoted 3478 28/7/11 31/10/11 Shire Council Lunch	9,020.00 280.94	
/12/2011	Cheque	001761	Municipal Employees Union	Employee Deductions Union	424.00	
/12/2011			Office National	Photocopier Charges	1,704.77	
/12/2011			Rawson, Burgess Seale, Brian	Cancelled Cheq 6473 Will be re-issued Purchase of Wine, Beer and Kettle	510.18 184.00	
/12/2011			Shire of Leonora	Health & Building Labour	5,081.56	
/12/2011			Snap Printing Kalgoorlie	331/11/11 Receipt Books	1,361.00	
/12/2011 /12/2011	Cheque		Stephens, Steve	Cancelled Cheq 6535 Will be re-issued Phone	2,988.50	
/12/2011			Tucker, Cr Ian	13/10/11 Meeting Expenses Cancelled Cheq 6549	117.69 280.00	
/12/2011			WA Treasury Corporation	Loan Repayment for Nov 2011	16,796.16	
/12/2011 /12/2011			Western Australian Local Government Ass	Marketforce Advertising October	126.59	
/12/2011	Crieque	001//3	Westrac Equipment	Machine Maintenance 500SVC Hour Maintenance Rego Hino Tip Truck 410MN Mack Valueliner and	3,790.69	
/12/2011	Cheque	001774	Department of Transport Payment Centre	1TKO412	530.45	
/12/2011	Cheque	001775	Fire & Emergency Services Authority of WA		10,807.50	
/12/2011 /12/2011			Wiluna Central Dogging Desert Inn Hotel	30/10/11 Subsidy Wild Dog Prog	10,000.00	
12,2011	Orieque	001777	Descrit I'm Floter	Accommodation & Meals Beverlet Goldine Rent - 168 & 169 Onslow & 101 Wilson 17/10/11 -	153.00	
/12/2011			GOVT REGIONAL OFFICERS HOUSING	11/12/11	3,120.00	
/12/2011 /12/2011				Shire Editorial 2012 Holiday Planner	1,675.00	
/12/2011			E ENGINEER E	Mobile Phones 04024219963 04024219964 Refund of nomination Fee	140.00 80.00	
/12/2011	Cheque	001782	Bootscooters	Donation from Red Ochre	200.00	
/12/2011				Cancelled Cheq 6919 Will be re-issued	189.20	
/12/2011 /12/2011				Rate Refund overpayment Power	795.03	
12/2011				October Art Sales & Commissions	633,858.11 295.25	
12/2011	Cheque		Kelly, A	Goods for Awareness Day	288.08	
'12/2011 '12/2011				10 x Gas Bottle 8.5kg Refill	1,833.99	
12/2011				Land Enquiry 2 @ Donation for 2010 Year Women in LocalGov	24.00 800.00	
'12/2011	Cheque	001769	Telstra	Sat Phone & Landline	-117.69	
12/2011	Cheque			Sat Phone & Landline	117.69	
12/2011	Cheque Cheque			Sat Phone & Landline	-117.69	
	Cheque			Sat Phone & Landline Petty Cash Reimbursement	117.69 133.90	
2/12/2011			Cash	Petty Cash Reimbursement	-133.90	
	3000000 (1.50)			Petty Cash Reimbursement	133.90	
				Petty Cash Reimbursement Petty Cash Reimbursement	-133.90 133.90	
1/12/2011	Cheque	001797 เ	_aconia Resources	Refund for rates Prop 4227 Paid twice	2,393.06	
5/12/2011	Cheque	001804 \$		Employer Super Guarantee Contribution	216.54	

Shire of Menzies

Printed on

The following schedule of accounts has been paid under delegation, by the Chief Executive Officer from the 1st to 31st October 2011. Cheques numbered from 001731 - 001847, and Direct Transactions totalling \$1,077,565.11 submitted to each member of the Council on Thursday 24th January 2012 have been checked and are fully supported by vouchers and duly certified invoices with checks being carried out as to prices, computations and costing.

Date	ri Num	n Num	Name	W	2.	
			Westscheme	Memo	Cheques	Other
			Colonial First State Superannuation	Employer Super Guarantee Contribution	260.64	
16/12/2011				Employer Super Guarantee Contribution	470.79	
			Municipal Employees Union	Employer Super Guarantee Contribution	6,096.58	
10/12/2011	Cheque	001606	ridificipal Employees official	Municipal Employees Union	34.80	
16/12/2011	Choque	001000	Australian Tax Office	Sept BAS lodged Correct posting for Feb BAS & PAYG		
				etc	12,273.58	
16/12/2011			Wages	Payroll for period ending 16/12/11	23,681.74	
20/12/2011	5000			Amenities	700.82	
20/12/2011				Town Hall reglaze window	352.00	
			Australia Post	Postage	358.20	
21/12/2011	Cheque	001813	Best Western Hospitality Inn	Accommodation	257.00	
			Best Western Hospitality Inn BioMax Pty Ltd	Accommodation cheque cancelled	-257.00	
0.000 60			Courier Australia	Service to Garden Area	700.00	
			Dell Australia	Freight	48.35	
			Eagle Petroleum (WA) Pty Ltd	2 x black cartridge	189.20	
			Goldline Distributors	Fuel purchases	687.82	
20/12/2011	Cheque	001010	Goldline Distributors	Staff Amenities	248.55	
20/12/2011	Chagua	001010	Croophill Floatrian D/I	Supply and install meter enclosure & reg Caravan Park		
			Greenhill Electrical P/L Haines Norton Pty Ltd		2,894.65	
			Hampton Transport	Accounting Services for Oct and addition	39,585.70	
20/12/2011	Cheque	001021	Horizon Power	Plant Hire of Grader	4,620.00	
			Horizon Power	Lot 1094 Shenton St 24/8/11 - 20/10/11	29.63	
			JR & A Hersey Pty Ltd	Streetlights x 49	674.42	
20/12/2011	Cheque	001024	Kleenheat Gas	Tools and consumables	607.93	
20/12/2011	Cheque	001023	Landaste	12 x 45kg VAP cylinders	1,413.27	
			Landgate Midland.	MIning Tenenaments	928.75	
			Menzies Hotel	4 x Land Enquiry	48.00	
			Office National	Papers and food for Nov Inv 0168 & 0171 Copier charges	330.44	
			Paupiyala Tjarutja Aboriginal Corporation		1,925.99	
	oneque	001000	Taapiyala Tjaraaja Aborigiilai Corporation	Forming and maintenance grade and roll Meals and Accommodation Sarah Princi & Gavin Avery	115,610.00	
20/12/2011	Cheque	001831	Quality Inn Railway	meals and Accommodation Sarah Princi & Gavin Avery	42E E0	
20/12/2011	Cheque	001832	Stationery Plus	Stationery	425.50 692.85	
20/12/2011				Phone Accounts		
			Water Corporation	Service Charge 37-35 Shenton St	2,853.27 88.30	
10/12/2011	Cheque	001835	Western Australian Local Government Associ	Councillors manual and notes	349.82	
10/12/2011	Cheque	001836	Westland Auto Pty Ltd	Service 5MN	375.55	
			Kalgoorlie Refrigeration & Airconditioning	18/8/11 Call out re air conditioner	773.52	
•			garage and a second contraction in g	Niagara Dam - pump out septic & Excavate Sewer pipe	773.32	
:0/12/2011	Cheque	001838	Mine Trades & Maintenance Electrical	magara barri parrip dat septie & Excavate Sewer pipe	4,122.20	
			Goldrush tours	Hooloway - Menzies to Kalg Railway	22.10	
:0/12/2011	Cheque	001840	Data 3 Licensing Solutions	Microsoft Office Prof	1,967.99	
0/12/2011	Cheque	001841	Pivotel Satellite Pty Limited	Phone	140.00	
0/12/2011	Cheque	001842	Howson Technical	Road Project Grant Funding Assessment	2,037.75	
1/12/2011	Cheque	001843	Air Liquide WA Pty Ltd	Cylinder Fee	34.31	
1/12/2011	Cheque	001844	Garry Miller Grading Contracting Pty Ltd	Grader Hire	23,677.50	
			Goldline Distributors	Amenities	46.69	
1/12/2011	Cheque	001846	Shire of Leonora	Health & Building Report	3,938.22	
1/12/2011	Cheque	001847	Garrards Pty Ltd	No Moz	531.30	
0/12/2011	\$HRPAYJI	VL.	Wages	Payroll for period ending 30/12/12	17,635.99	
/12/2011			Nab Account Fees	Bank Fees	/000.23	38.90
/12/2011		DIRECT		Internet		
/12/2011						90.96
and the second second			Credit Card Charge	Credit card Charges		9.00
5/12/2011			Golden Quest Trails Association	Vehicle lease		1,249.73
3/12/2011		DIRECT	Australia Post	Postage		358.20
3/12/2011		DIRECT	Nab Account Fees	Bank Fees		136.10
3/12/2011		DIRECT	Nab Account Fees	Bank Fees		38.90
12/2011				Bank Fees		
5/12/2011		DIRECT				20.00
1 12/2011		DINECT	wages	Error in wage transfer - to be recouped		2,483.88

1,073,139.44 4,425.67

No: 9.4 REIMBURSEMENT OF EXPENSES FOR COUNCIL MEMBERS

SUBMISSION TO: Ordinary Meeting of Council – 24th January 2012

LOCATION: Shire of Menzies

APPLICANT: L.P. Strugnell, Chief Executive Officer

FILE REF: C/9/1

DISCLOSURE OF INTEREST: The author has no interest to disclose in this item.

DATE: 19 January 2012

AUTHOR: L.P. Strugnell, Chief Executive Officer

SIGNATURE OF AUTHOR:

SENIOR OFFICER: L.P. Strugnell, Chief Executive Officer

SIGNATURE OF SENIOR OFFICER:

SUMMARY:

Staff have experienced problems on how to comply with Section 5.98(2)(a) and 3 on how to reimburse expenses for the Tjuntjuntjara Council Members who travel expenses to meetings have been paid for by the Paupiyala Tjarutja Aboriginal Corporation.

The Local Government Department was approached for advice and suggested a process to be put in place.

BACKGROUND:

Section 5.98(2)(a) and (3) refers to Councillors being reimbursed for expenses.

The expenses incurred with travel, plane hire, accommodation, meals and vehicle hire are far in excess of normal expenses incurred by most Councillors.

For example:

Plane Hire Tjuntjuntjara to	Kalgoorlie	\$7,000.00
2 Nights Accommodation	0	\$518.99
Vehicle Hire – Kalgoorlie to	Menzies Return	\$356.03
Fuel		\$ 46.88
	TOTAL	\$7,921.90

This was for one meeting and included one way air charter otherwise it could have been \$14,921.90.

The Local Government Department advises as follows:

The legislative authority to approve an expenses for payment as opposed to 'reimburse the expenses incurred' come from section 5.98(4). This section would allow Council the authority to approve the expense knowing that costs were going to be incurred.

Council should not be paying the Paupiyala Tjarutja Aboriginal Corporation without some direction from the elected member's concerns. The DLG would suggest the following process be put in place:

1. Corporation invoices the three elected members

- 2. The Elected Members given written instruction to the CEO seeking the reimbursement, with a direction that payment be made on their behalf direct to the Corporation.
- 3. The Shire pay the corporation, ensuring that proof of payment is received from the corporation.

If you have any further queries regarding the above - please contact Stuart Fraser 6552 1584.

COMMENT:

It would be very difficult for the Tjuntjuntjara Councillors to meet their own travel costs. The Paupiyala Tjarutja Aboriginal Corporation has undertaken to pay the costs if it can be reimbursed.

The process suggested by the Department would greatly assist the three Councillors concerned and ensure the Council was not breaching any section of the Local Government Act.

The process would be as suggested by the Department.

- 1. Corporation invoices the three elected members
- 2. The Elected Members given written instruction to the CEO seeking the reimbursement, with a direction that payment be made on their behalf direct to the Corporation.
- 3. The Shire pay the corporation, ensuring that proof of payment is received from the corporation.

The Paupiyala Tjarutja Aboriginal Corporation has been contacted to ensure that they are happy with these arrangements.

CONSULTATION:

Jenni Law – Manager, Advice and Support Department of Local Government President – Cr G Dwyer Fiona Pemberton – Community Operations Manager PTAC

STATUTORY ENVIRONMENT:

5.98. Fees etc. for council members

- (2) A council member who incurs an expense of a kind prescribed as being an expense
 - (a) to be reimbursed by all local governments; or
 - (b) which may be approved by any local government for reimbursement by the local government and which has been approved by the local government for reimbursement, is entitled to be reimbursed for the expense in accordance with subsection (3).
- (3) A council member to whom subsection (2) applies is to be reimbursed for the expense
 - (a) where the minimum extent of reimbursement for the expense has been prescribed, to that extent; or
 - (b) where the local government has set the extent to which the expense can be reimbursed and that extent is within the prescribed range (if any) of reimbursement, to that extent.
- (4) If an expense is of a kind that may be approved by a local government for reimbursement, then the local government may approve reimbursement of the expense either generally or in a particular case but nothing in this subsection limits the application of subsection (3) where the local government has approved reimbursement of the expense in a particular case.

POLICY IMPLICATIONS:

Policy No 4.2 Councillor's Expenses

*Originally adopted 19th March 2004

That for the purposes of calculating the travel costs of Councillors attendance at meetings under Regulation 31 of the Local Government (Administration) Regulations 1996, the ruling rate per kilometre as set under the Local Government Officer's Award is applied.

- 2) Any Councillor officially representing Council at a meeting, or in other official capacity with specific prior approval of the Council where travel and accommodation or other expenses are actually incurred shall be entitled to have those expenses refunded
 - a) In the case of travel by motor vehicle, at the ruling rate per kilometre as set by the Local Government Officer's Award.
 - b) In the case of other types of travel, the actual costs of travel.
 - c) In the case of accommodation, the actual costs of the accommodation at an approved hotel or motel.
 - d) Other expenses applicable shall include the costs of meals relevant to the occasion and any other reasonable expenses incurred in the representation of that meeting.

'Travel claims for elected members will be paid upon presentation of the claim form to reflect the distance travelled from the member's home place of residence (within the Shire) to the Shire Administration Centre and return. In the event where the elected members is required to travel from outside of the Shire in order to attend the Shire council meeting, the claim will reflect the distance travelled by the shortest route from the Shire boundary to the Shire administration office and return, if required, otherwise the return will be to the elected member's place of residence within the shire.'

FINANCIAL IMPLICATIONS:

Council has already made a decision to conduct a number of meetings using teleconference facilities which will reduce meeting expenses.

Depending on whether air travel is involved the costs could be as high as \$15,000 per meeting.

VOTING REQUIREMENTS:

Simple Majority

OFFICERS RECOMMENDATION - COUNCIL RESOLUTION NO: 0099

MOVED Cr P.J. Twiga

SECONDED Cr I.R. Tucker

That Council implement the following process for the reimbursement of expenses for the attendance at meetings by the Councillors from Tjuntjuntjara.

1. The Paupiyala Tjarutja Aboriginal Corporation be responsible for the travel and accommodation costs for the three Tjuntjuntjara Councillors.

2. The Corporation invoices the three elected members.

3. The Elected Members give written instructions to the Council Chief Executive Officer seeking the reimbursement with a direction that payment be made on their behalf direct to the Paupiyala Tjarutja Aboriginal Corporation.

4. The Shire of Menzies pay the Corporation.

5. The Corporation ensures that proof of payment has been received from the Council.

Carried 5/0

No: 9.5 WA LOCAL GOVERNMENT GRANTS COMMISSION – METHODOLOGY REVIEW

SUBMISSION TO:

Ordinary Meeting of Council - 24th January 2012

LOCATION:

Shire of Menzies

APPLICANT:

L.P. Strugnell, Chief Executive Officer

FILE REF:

G/5/1

DISCLOSURE OF INTEREST:

The author has no interest to disclose in this item

DATE:

19 January 2012

AUTHOR:

L.P. Strugnell, Chief Executive Officer

SIGNATURE OF AUTHOR:

SENIOR OFFICER:

L.P. Strugnell, Chief Executive Officer

SIGNATURE OF SENIOR OFFICER:

SUMMARY:

The Local Government Grants Commission has forwarded a document to update Councils on the progress and provide an overview of the new methodology to be used for determining grants.

BACKGROUND:

It is expected that the new methodology will be applied to the 2012/2013 grants determinations. A copy of the document is attached for perusal and any comments should be given to the Chief Executive Officer in writing at the meeting.

COMMENT:

Local Governments will be consulted prior to implementation in March 2012. During the consultation phase, the Commission will provide local government's with an indication of the likely impact on the 2012/2013 Finance Assistance Grants.

Councillors need to be fully aware of the grant system as it is not in the Council's interest to loose any further grant revenue.

CONSULTATION:

Nil

STATUTORY ENVIRONMENT:

Nil

POLICY IMPLICATIONS:

Nil

FINANCIAL IMPLICATIONS:

Essential that Council is aware of the impact on the Shire of Menzies Grants prior to 2012/13 Budget.

VOTING REQUIREMENTS:

Simple Majority

OFFICERS RECOMMENDATION - COUNCIL RESOLUTION NO: 0100

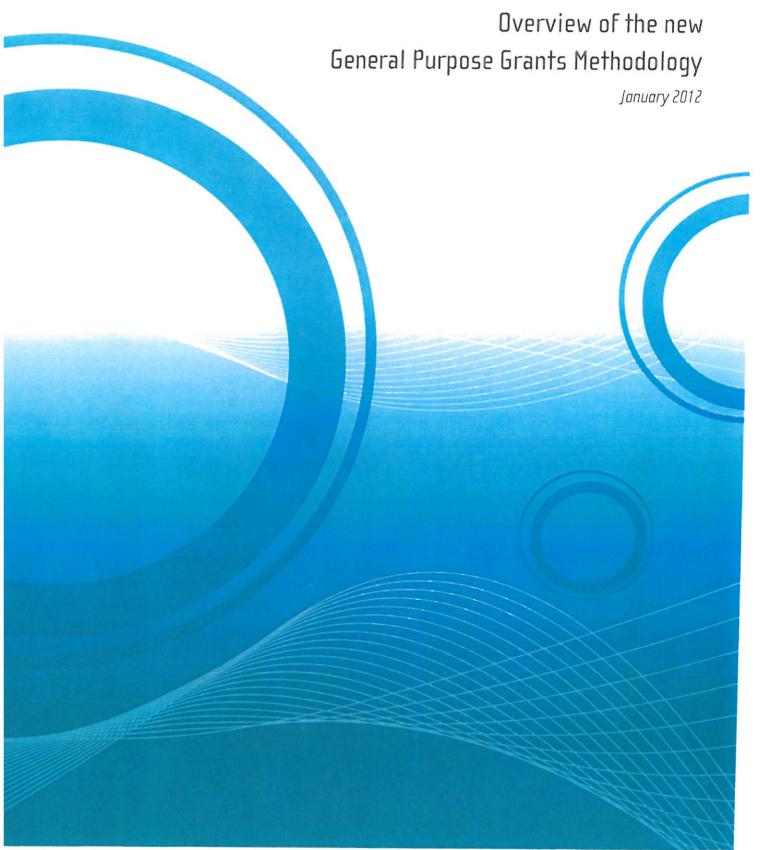
MOVED Cr C.K. Purchase

SECONDED Cr I.R. Tucker

That Councillors become fully conversant with the new Grants Commission Methodology and seek any further information they require.

Carried 5/0

WA LOCAL GOVERNMENT GRANTS COMMISSION



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WALGGC Overview of the new General Purpose Grants Methodology

PURPOSE OF THIS PAPER

This paper has been produced to provide an update to local governments on the progress of the General Purpose Grants Methodology review.

The motivation for the current review was to simplify and improve the transparency in the General Purpose Grants determination process. The review has taken longer than anticipated due to changes in the membership of the Commission and the depth of analysis and research required to ensure that the new methodology is able to respond to the changing circumstances in local government.

The methodology used by the Commission for calculating General Purpose Grants has been in place since 1994, albeit with a number of modifications to the existing standards and disabilities. In recent years, as part of the Commission's public hearing program, a range of issues were identified by local governments as having a negative impact on their Financial Assistance Grants. The majority of these issues related to the General Purpose component and not the Road component.

A number of unfavourable equalisation trends were identified in the old methodology that did not adequately address the changing circumstances of local government. The Commission's view was that the new methodology should place greater emphasis on growth, location and socio-economic disadvantage.

The Commission found that it was no longer able to access reliable data sources for a number of the disabilities and other data sources were no longer relevant. One of the criteria the Commission placed on the review was the use and application of accurate and timely data for calculating the General Purpose Grants.

The Commission targeted simplification of the methodology as one of its primary aims. While local governments may only see minor changes, there has been a significant change in the way the standards and the disabilities are applied. The number of disabilities has been reduced by 50 per cent.

THE NEW METHODOLOGY

The Commission decided to retain the Balanced Budget approach whereby revenue and expenditure is assessed on a horizontal equalisation basis. The structure of the 2012/13 Balanced Budget will appear similar to that used in the old methodology, however there has been a significant shift in the way the balanced budget is calculated. The changes exist predominantly in the background calculations behind the Balanced Budget. It was felt that the Balanced Budget approach had been accepted by local governments and they are generally comfortable with the format. The most significant change is that the disabilities will be calculated prior to the standards.

As part of its review, the Commission held discussions with staff of the Commonwealth Grants Commission (CGC). The outcome of these discussions was a decision by the Commission to introduce "Natural Weighting" in its Balanced Budget. Natural Weighting involves total actual expenditure/revenue matching assessed expenditure/revenue.

To implement Natural Weighting into the Balanced Budget, the disabilities are now calculated prior to the preliminary standard, creating the following equation:

ASSESSED EXPENDITURE = PRELIMINARY STANDARD + DISABILITIES

= ACTUAL EXPENDITURE

This will ensure that total actual and assessed expenditure will match even after disabilities are calculated.

The natural weighting ensures that the Commission bases its calculations on actual expenditures incurred and revenue generated by local governments. Disabilities do not apply to the revenue assessment, so the revenue standards are calculated so that assessed revenue equals actual revenue.

The total allocation for each disability is determined by the Commission based on the assessed impact of each disability. This amount is then allocated to local governments based on the disability's individual formulae. This provides greater flexibility within the methodology and will allow the Commission to respond to changes in the local government landscape.

Disabilities

As part of the review, a number of disabilities were removed, reducing the total number from 24 to 12.

The disabilities under the new methodology are as follows:

Growth Disability

The Growth disability recognises growth over three periods; past, current and future. An assessment is derived based on a local government's growth during these time periods. The data used is current ABS population data and the WA Tomorrow report produced by the Department of Planning. (This is to be updated early in 2012.)

Location Disability

The Location disability recognises the higher operating costs a local government faces due to its location. ARIA+ (Accessibility Remoteness Index of Australia) is used in the calculation of the Location disability.

Population Dispersion

The Population Dispersion disability recognises the costs of having to provide services to multiple towns.

Regional Centres

The Regional Centres disability recognises that some local governments incur costs for the provision of services and facilities on a recurrent basis for population inflow from other local governments. The Commission has classified the following local governments as regional centres in accordance with the following three tiers:

- 1. Carnarvon, Esperance, Manjimup, Merredin, Northam, Narrogin Armadale, Joondalup, Mandurah, Swan
- 2. Albany, Bunbury, Geraldton-Greenough, Kalgoorlie-Boulder
- 3. Perth

Socio-Economic Disadvantage

The Socio-economic Disadvantage disability was retained in order to recognise the socio-economic circumstances of local governments and the impact on their operating costs.

Under the new methodology, all local governments will receive an assessment that recognises their socio-economic circumstances as reflected in the SEIFA index produced by the ABS.

Climate

This Climate disability uses data from the Bureau of Meteorology to recognise the impact of climate on a local government's operating costs eg water consumption, electricity charges etc.

Off-road Drainage

The Off-road Drainage disability relates to urban off-road drainage needs, as opposed to road drainage needs included in the Asset Preservation Model. A model is used to assess the cost of maintaining open drains and channels, natural watercourses, pumps, pipe drains and drainage sumps.

Indigenous

The Indigenous disability is included in response to the National Principles under the *Local Government (Financial Assistance) Act 1995*. The disability recognises that local governments with proportionately high Indigenous populations are required to provide services, often with no rate return.

Special Needs

The Special Needs disability will recognise local governments in extraordinary circumstances eg drought.

Cyclone

The Cyclone disability recognises local governments that incur pre-cyclone clean up costs, planning costs and increased insurance costs.

Is the new methodology easier to understand?

The new methodology has been simplified and the principle of natural weighting introduced (refer to page 5). It is unlikely local governments will notice significant changes. The Balanced Budget approach has been retained due to its wide acceptance by local government. The Commission has significantly reduced the number of disabilities. In due course a publication will be released which will explain in far greater detail the new methodology and how the Financial Assistance Grants are calculated.

Will data from the annual ABS Information Return still be used for Financial Assistance Grants calculations?

In the immediate future this will not change, however the Commission is considering its own information return that would reflect (exactly) the program structure used by local governments in their financial reporting.

Discussions are continuing with the ABS on this issue.

When will the new methodology be applied to the Financial Assistance Grants determinations?

The new methodology will be applied to the 2012/13 determinations.

Will the new methodology be phased in over time?

Yes, the WALGGC will apply maximum increases and decreases to minimise the impact of the new methodology on a local government's General Purpose Grant where necessary.

Will local governments still be able to make submissions to the WALGGC if they are dissatisfied with their grant or the grant process?

This will not change. It is a statutory requirement under section 11 of the *Local Government (Financial Assistance) Act 1995.*

Will there be any impact on the Commission's public hearing program?

No, the public hearing program will continue with the Commission visiting each local government every four to five years.

Who to contact for more information

Ross Earnshaw on 6552 1510 or ross.earnshaw@dlg.wa.gov.au

James Harmer on 6552 1588 or james.harmer@dlg.wa.gov.au

No: 9.6 TRAINING FOR INDIGENOUS COUNCILLORS

SUBMISSION TO:

Ordinary Meeting of Council – 24TH January 2012

LOCATION:

Shire of Menzies

APPLICANT:

L.P. Strugnell, Chief Executive Officer

FILE REF:

C/9/5

DISCLOSURE OF INTEREST:

The author has no interest to disclose in this item.

item applies.

DATE:

19 January 2012

AUTHOR:

L.P. Strugnell, Chief Executive Officer

SIGNATURE OF AUTHOR:

SENIOR OFFICER:

L.P. Strugnell, Chief Executive Officer

SIGNATURE OF SENIOR OFFICER:

SUMMARY:

After each Bi-annual election the Department of Local Government offers training for Indigenous Councillors.

BACKGROUND:

It is important for new Councillors to be made aware of the roles and responsibilities as a Councillor. The Department of Local Government recognises this and this workshop is subsidised by the Department.

The following letter has been received by the Department of Local Government.

Dear Mr. Strugnell,

After each Bi-annual election, the Department holds a workshop for Aboriginal Councillors to assist them to gain a better understanding of their roles and responsibilities as a Councillor. The Department has commenced planning the next three day workshop and this letter is to advise you of the timing so you can included it in your calendar of events for 2012. The workshop will be held in Perth on 27th March to 29th March 2012, and is subsidised by the Department of Local Government. Further details will be forwarded to both the Local Government and Aboriginal Councillors shortly.

Yours sincerely

Jenni Law

Manager Advice and Support

5th January 2012

COMMENT:

The Shire of Menzies has Cr. Chris Bennell and Cr. Ethan Hansen as new Indigenous Councillors who would benefit from the workshop and meeting up with other Councillors. An invitation and registration form has been sent to Aboriginal Councillors. The registration form must be completed confirming or declining attendance before February 7th 2012

CONSULTATION:

Andrew Borrett

Department of Local Government

STATUTORY ENVIRONMENT:

Nil

POLICY IMPLICATIONS:

Nil

FINANCIAL	. IMPLICATIONS:
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Nil

VOTING REQUIREMENTS:

Simple Majority

OFFICERS RECOMMENDATION - COUNCIL RESOLUTION NO:

MOVED Cr

SECONDED Cr

That Indigenous Councillors Cr. Ethan Hansen and Cr. Chris Bennell be encouraged to attend the Aboriginal Councillors Workshop in Perth on March 27th to March 29th with the Department of Local Government paying the costs.

This item was not addressed through Lack of Quorum.

No: 9.7 REQUEST FOR TENDER – SUPPLY OF ROAD SEALING SERVICES – 2 YEAR PERIOD PANEL CONTRACT

SUBMISSION TO:

Ordinary Meeting of Council - 24th January 2012

LOCATION:

Shire of Menzies

APPLICANT:

L.P. Strugnell, Chief Executive Officer

FILE REF:

T/3/3

DISCLOSURE OF INTEREST:

The author has no interest to disclose in this item.

DATE:

19th January 2012

AUTHOR:

L.P. Strugnell, Chief Executive Officer

SIGNATURE OF AUTHOR:

SENIOR OFFICER:

L.P. Strugnell, Chief Executive Officer

SIGNATURE OF SENIOR OFFICER:

SUMMARY:

To obtain approval from elected members for the calling of tenders for Supply of Road Sealing Services for a 2 year Period Panel Contract. Refer to page 20 for the types of sealing and services required.

BACKGROUND:

Due to past problems experienced by Council in calling tenders for works and complying with Regulations there is a need for a more formalized system of calling tenders.

Mr. B. Howson of Howson Management has prepared documentation for a Request for Tender, a copy of which is attached.

COMMENT:

By entering into the above arrangements it is felt Council will have a greater control over how the works and services are administered and staff will know exactly who they engage to carry out the various plant hire and services without reference to Council.

Council will need to review Parts 4 and 4A of the Local Government (Functions and General) Regulations 1996 and prepare a Regional Price Preference Policy.

In view of past problems with tenders it is essential that Councillors are fully aware of the provisions of Parts 4 and 4A.

CONSULTATION:

Mr. Bret Howson. President G. Dwyer.

STATUTORY ENVIRONMENT:

Section 3.57 Local Government Act Part 4 – Provision of Goods and Services – Local Government (Functions and General) Regulations 1996

3.57. Tenders for providing goods or services

- (1) A local government is required to invite tenders before it enters into a contract of a prescribed kind under which another person is to supply goods or services.
- (2) Regulations may make provision about tenders.

Part 4 — Provision of goods and services

[Heading inserted in Gazette 2 Feb 2007 p. 244.]

Division 1 — Purchasing policies

[Heading inserted in Gazette 2 Feb 2007 p. 244.]

11A. Purchasing policies

- (1) A local government is to prepare or adopt, and is to implement, a purchasing policy in relation to contracts for other persons to supply goods or services where the consideration under the contract is, or is expected to be, \$100 000 or less or worth \$100 000 or less.
- (2) A purchasing policy is to make provision for and in respect of the policy to be followed by the local government for, and in respect of, entering into contracts referred to in subregulation (1).
- (3) A purchasing policy must make provision in respect of
 - (a) the form of quotations acceptable; and
 - (b) the recording and retention of written information, or documents, in respect of
 - (i) all quotations received; and
 - (ii) all purchases made.
- (4) Different requirements may be imposed under a purchasing policy in respect of different classes, or types, of any of the following
 - (a) goods and services;
 - (b) suppliers;
 - (c) contracts;
 - (d) any other thing that the local government considers appropriate.

[Regulation 11A inserted in Gazette 2 Feb 2007 p. 245.]

Division 2 — Tenders for providing goods or services (s. 3.57)

[Heading inserted in Gazette 2 Feb 2007 p. 245.]

11. Tenders to be invited for certain contracts

- (1) Tenders are to be publicly invited according to the requirements of this Division before a local government enters into a contract for another person to supply goods or services if the consideration under the contract is, or is expected to be, more, or worth more, than \$100 000 unless subregulation (2) states otherwise.
- (2) Tenders do not have to be publicly invited according to the requirements of this Division if
 - (a) the supply of the goods or services is to be obtained from expenditure authorised in an emergency under section 6.8(1)(c) of the Act;
 - (b) the supply of the goods or services is to be obtained through the Council Purchasing Service of WALGA;
 - (ba) the local government intends to enter into a contract arrangement for the supply of goods or services where
 - (i) the supplier is either
 - (I) an individual whose last employer was the local government; or
 - (II) a group, partnership or company comprising at least 75% of persons whose last employer was that local government;
 - (ii) the contract
 - (I) is the first contract of that nature with that individual or group; and

- (II) is not to operate for more than 3 years; and
- (iii) the goods or services are
 - (I) goods or services of a type; or
 - (II) (in the opinion of the local government) substantially similar to, or closely related to, goods or services of a type,

that were provided by the individual (or persons) whilst employed by the local government;

- (c) within the last 6 months
 - the local government has, according to the requirements of this Division, publicly invited tenders for the supply of the goods or services but no tender was submitted that met the tender specifications; or
 - (ii) the local government has, under regulation 21(1), sought expressions of interest with respect to the supply of the goods or services but no person was, as a result, listed as an acceptable tenderer;
- (d) the contract is to be entered into by auction after being expressly authorised by a resolution of the council of the local government;
- (e) the goods or services are to be supplied by or obtained through the government of the State or the Commonwealth or any of its agencies, or by a local government or a regional local government;
- (ea) the goods or services are to be supplied
 - (i) in respect of an area of land that has been incorporated in a district as a result of an order made under section 2.1 of the Act changing the boundaries of the district; and
 - (ii) by a person who, on the commencement of the order referred to in subparagraph (i), has a contract to supply the same kind of goods or services to the local government of the district referred to in that subparagraph;
- (f) the local government has good reason to believe that, because of the unique nature of the goods or services required or for any other reason, it is unlikely that there is more than one potential supplier; or
- (g) the goods to be supplied under the contract are
 - (i) petrol or oil; or
 - (ii) any other liquid, or any gas, used for internal combustion engines.

[Regulation 11 amended in Gazette 29 Apr 1997 p. 2145; 26 Jun 1998 p. 3447; 25 Feb 2000 p. 970-1; 29 Jun 2001 p. 3130; 31 Mar 2005 p. 1054-5; 2 Feb 2007 p. 245-6.]

12. Anti-avoidance provision

If a local government enters into 2 or more contracts in circumstances such that the desire to avoid the requirements of regulation 11(1) is a significant reason for not dealing with the matter in a single contract, tenders are to be publicly invited according to the requirements of this Division before entering into any of the contracts regardless of the consideration.

[Regulation 12 amended in Gazette 2 Feb 2007 p. 245-6.]

13. Procedure when local government invites tenders though not required to do so

If a local government, although not required by this Division to invite tenders before entering into a contract for another person to supply goods or services, decides to invite tenders, the tenders are to be publicly invited according to the requirements of this Division.

[Regulation 13 amended in Gazette 2 Feb 2007 p. 245-6.]

14. Requirements for publicly inviting tenders

- (1) When regulation 11(1), 12 or 13 requires tenders to be publicly invited, Statewide public notice of the invitation is to be given.
- (2) If the CEO has, under regulation 23(4), prepared a list of acceptable tenderers, instead of giving Statewide public notice the CEO is required to give notice of the invitation to each acceptable tenderer listed.
- (2a) If a local government
 - (a) is required to invite a tender; or
 - (b) not being required to invite a tender, decides to invite a tender,

the local government must, before tenders are publicly invited, determine in writing the criteria for deciding which tender should be accepted.

- (3) The notice, whether under subregulation (1) or (2), is required to include
 - (a) a brief description of the goods or services required;
 - (b) particulars identifying a person from whom more detailed information as to tendering may be obtained;
 - (c) information as to where and how tenders may be submitted; and
 - (d) the date and time after which tenders cannot be submitted.
- (4) In subregulation (3)(b) a reference to detailed information includes a reference to
 - (a) such information as the local government decides should be disclosed to those interested in submitting a tender;
 - (b) detailed specifications of the goods or services required;
 - (c) the criteria for deciding which tender should be accepted;
 - (d) whether or not the local government has decided to submit a tender; and
 - (e) whether or not the CEO has decided to allow tenders to be submitted by facsimile or other electronic means, and if so, how tenders may so be submitted.
- (5) After a notice has been given under subregulation (1) or (2), a local government may vary the information referred to in subregulation (3) by taking reasonable steps to give each person who has sought copies of the tender documents or each acceptable tenderer, as the case may be, notice of the variation.

[Regulation 14 amended in Gazette 29 Jun 2001 p. 3130.]

15. Minimum time to be allowed for submitting tenders

- (1) If the notice is published in the newspaper as part of giving Statewide public notice, the time specified in the notice as the time after which tenders cannot be submitted has to be at least 14 days after the notice is first published in the newspaper as part of giving Statewide public notice.
- (2) If the notice is given to a person listed as an acceptable tenderer, the time specified in the notice as the time after which tenders cannot be submitted has to be at least 14 days after the notice is given.

16. Receiving and opening tenders

- (1) The CEO is responsible for keeping any tender submitted including a tender submitted by facsimile or other electronic means in safe custody, and for ensuring that it remains confidential.
- (2) Tenders are not to be opened, examined, or assessed until the time after which further tenders cannot be submitted.
- (3) When tenders are opened
 - (a) at least one and, if practicable, more than one employee of the local government or one person authorised by the CEO to open tenders and, if practicable, one or more other persons, is required to be present;
 - (b) members of the public are entitled to be present; and
 - (c) details of the tenders (other than the consideration sought in the tender) are to be immediately recorded in a register to be known as the tenders register.

[Regulation 16 amended in Gazette 29 Jun 2001 p. 3131; 31 Mar 2005 p. 1055.]

17. Tenders register

- (1) The CEO is responsible for keeping the tenders register and making it available for public inspection.
- (2) The tenders register is to include, for each invitation to tender
 - (a) a brief description of the goods or services required;
 - (b) particulars of the making of
 - (i) the decision to invite tenders; and
 - (ii) if applicable, the decision to seek expressions of interest under regulation 21(1);
 - (c) particulars of
 - (i) any notice by which expressions of interests from prospective tenderers was sought;
 - (ii) any person who submitted an expression of interest; and
 - (iii) any list of acceptable tenderers that was prepared under regulation 23(4);
 - (d) a copy of the notice of the invitation to tender;
 - (e) the name of each tenderer whose tender has been opened; and
 - (f) the name of any successful tenderer.
- (3) The tenders register is to include for each invitation to tender the amount of the consideration or a summary of the amount of the consideration sought in the tender accepted by the local government.

[Regulation 17 amended in Gazette 29 Jun 2001 p. 3131.]

18. Choice of tender

- (1) A tender is required to be rejected unless it is submitted at a place, and within the time, specified in the invitation for tenders.
- (2) A tender that is submitted at a place, and within the time, specified in the invitation for tenders but that fails to comply with any other requirement specified in the invitation may be rejected without considering the merits of the tender.

- (3) If, under regulation 23(4), the CEO has prepared a list of acceptable tenderers for the supply of goods or services, a tender submitted by a person who is not listed as an acceptable tenderer is to be rejected.
- (4) Tenders that have not been rejected under subregulation (1), (2), or (3) are to be assessed by the local government by means of a written evaluation of the extent to which each tender satisfies the criteria for deciding which tender to accept and it is to decide which of them it thinks it would be most advantageous to the local government to accept.
- (4a) To assist the local government in deciding which tender would be the most advantageous to it to accept, a tenderer may be requested to clarify the information provided in the tender.
- (5) The local government may decline to accept any tender.
- (6) If a local government has accepted a tender but acceptance of the tender does not create a contract and within 6 months of the day on which the tender was accepted the local government and the successful tenderer agree not to enter into a contract in relation to the tender, the local government may accept from the other tenders the tender which it thinks it would be most advantageous to the local government to accept.
- (7) If a local government has accepted a tender and acceptance of the tender creates a contract and within 6 months of the day on which the tender was accepted the local government and the successful tenderer agree to terminate the contract, the local government may accept from the other tenders the tender which it thinks it would be most advantageous to the local government to accept.

[Regulation 18 amended in Gazette 29 Jun 2001 p. 3131-2.]

19. Tenderers to be notified of outcome

The CEO is to give each tenderer notice in writing containing particulars of the successful tender or advising that no tender was accepted.

[Regulation 19 amended in Gazette 29 Jun 2001 p. 3132.]

20. Variation of requirements before entry into contract

- (1) If, after it has invited tenders for the supply of goods or services and chosen a successful tenderer but before it has entered into a contract for the supply of the goods or services required, the local government wishes to make a minor variation in the goods or services required, it may, without again inviting tenders, enter into a contract with the chosen tenderer for the supply of the varied requirement subject to such variations in the tender as may be agreed with the tenderer.
- (2) If—
 - (a) the chosen tenderer is unable or unwilling to enter into a contract to supply the varied requirement; or
 - (b) the local government and the chosen tenderer cannot agree on any other variation to be included in the contract as a result of the varied requirement,

that tenderer ceases to be the chosen tenderer and the local government may, instead of again inviting tenders, choose the tenderer, if any, whose tender the local government considered it would be the next most advantageous to it to accept.

(3) In subregulation (1) —

minor variation means a variation that the local government is satisfied is minor having regard to the total goods or services that tenderers were invited to supply.

21. Limitation may be placed on who can tender

- (1) If a local government thinks that there is good reason to make a preliminary selection from amongst prospective tenderers, it may seek expressions of interest with respect to the supply of the goods or services.
- (2) There is good reason to make a preliminary selection if, because of—
 - (a) the nature of the goods or services required; or
 - (b) the cost of preparing plans, specifications or other information for the purpose of adequately describing the goods or services required,

it would be advantageous to the local government if tenders were invited only from persons it considers to be capable of satisfactorily supplying the goods or services.

- (3) If a local government decides to seek expressions of interest before inviting tenders, Statewide public notice that expressions of interest are sought is to be given.
- (4) The notice is required to include
 - (a) a brief description of the goods or services required;
 - (b) particulars identifying a person from whom more detailed information may be obtained;
 - (c) information as to where and how expressions of interest may be submitted; and
 - (d) the date and time after which expressions of interest cannot be submitted.

22. Minimum time to be allowed for submitting expressions of interest

The time specified in the notice as the time after which expressions of interest cannot be submitted has to be at least 14 days after the notice is first published in the newspaper as part of giving Statewide public notice.

23. Choice of acceptable tenderers

- (1) An expression of interest is required to be rejected unless it is submitted at a place, and within the time, specified in the notice.
- (2) An expression of interest that is submitted at a place, and within the time, specified in the notice but that fails to comply with any other requirement specified in the notice may be rejected without considering its merits.
- (3) Expressions of interest that have not been rejected under subregulation (1) or (2) are to be considered by the local government and it is to decide which, if any, of those expressions of interest are from persons who it thinks would be capable of satisfactorily supplying the goods or services.
- (4) The CEO is to list each of those persons as an acceptable tenderer. [Regulation 23 amended in Gazette 29 Jun 2001 p. 3132.]

Persons expressing interest to be notified of outcome

The CEO is to give each person who submitted an expression of interest notice in writing —

- (a) containing particulars of the persons the CEO has listed under regulation 23(4) as acceptable tenderers;
- (b) advising that the local government has decided not to invite tenders because no expression of interest that it considered was from a person who it thinks would be capable of satisfactorily supplying the goods or services; or

24.

(c) informing the person of any other outcome if neither paragraph (a) nor (b) is appropriate.

[Regulation 24 amended in Gazette 29 Jun 2001 p. 3133.]

Part 4A — Regional price preference

[Heading inserted in Gazette 25 Feb 2000 p. 971.]

24A. Application of this Part

The provisions of Part 4 may be varied in accordance with this Part, if the local government is located outside the metropolitan area and intends to give a regional price preference in accordance with this Part.

[Regulation 24A inserted in Gazette 25 Feb 2000 p. 971.]

24B. Interpretation

(1) In this Part —

regional price preference, in relation to a tender submitted by a regional tenderer, involves assessing the tender as if the proposed tender price were discounted in accordance with regulation 24D;

regional tenderer means a supplier of goods or services who satisfies the criteria in subregulation (2).

- (2) A supplier of goods or services who submits a tender is regarded as being a regional tenderer for the purposes of this Part if
 - (a) that supplier has been operating a business continuously out of premises in the appropriate region for at least 6 months before the time after which further tenders cannot be submitted; or
 - (b) some or all of the goods or services are to be supplied from regional sources.

[Regulation 24B inserted in Gazette 25 Feb 2000 p. 971.]

24C. Regional price preference may be given

A local government located outside the metropolitan area may give a regional price preference to a regional tenderer in accordance with this Part.

[Regulation 24C inserted in Gazette 25 Feb 2000 p. 971.]

24D. Price percentage within which preference may be given

- (1) A preference may be given to a regional tenderer by assessing the tender from that regional tenderer as if the price bids were reduced by
 - (a) up to 10% where the contract is for goods or services, up to a maximum price reduction of \$50 000;
 - (b) up to 5% where the contract is for construction (building) services, up to a maximum price reduction of \$50 000; or
 - (c) up to 10% where the contract is for goods or services (including construction (building) services), up to a maximum price reduction of \$500 000, if the local government is seeking tenders for the provision of those goods or services for the first time, due to those goods or services having been, until then, undertaken by the local government.
- (2) Although goods or services that form a part of a tender submitted by a tenderer (who is a regional tenderer by virtue of regulation 24B(2)(b)) may be
 - (a) wholly supplied from regional sources; or
 - (b) partly supplied from regional sources, and partly supplied from non-regional sources,

only those goods or services identified in the tender as being from regional sources may be included in the discounted calculations that form a part of the assessments of a tender when a regional price preference policy is in operation.

(3) Despite subregulation (1), price is only one of the factors to be assessed when the local government is to decide which of the tenders it thinks would be most advantageous to that local government to accept under regulation 18(4).

[Regulation 24D inserted in Gazette 25 Feb 2000 p. 972.]

24E. Preparation of policy

- (1) Where a local government intends to give a regional price preference in relation to a process, the local government is to—
 - (a) prepare a proposed regional price preference policy (if no policy has yet been adopted for that kind of contract);
 - (b) give Statewide public notice of the intention to have a regional price preference policy and include in that notice
 - (i) the region to which the policy is to relate;
 - (ii) details of where a complete copy of the proposed policy may be obtained; and
 - (iii) a statement inviting submissions commenting on the proposed policy, together with a closing date of not less than 4 weeks for those submissions;

and

- (c) make a copy of the proposed regional price preference policy available for public inspection in accordance with the notice.
- (2) A regional price preference policy may be expressed to be
 - (a) <u>for different regions</u> in respect of different parts of the contract, or the various contracts, comprising the basis of the tender;
 - (b) for different goods or services within a single contract or various contracts;
 - (c) <u>for different price preferences</u> in respect of the different goods or services, or the different regions, that are the subject of a tender or tenders (subject to the limits imposed by regulation 24D),

or for any combination of those factors.

- (3) A region specified under this Part
 - (a) must be (or include) the entire district of the local government; and
 - (b) cannot include a part of the metropolitan area.
- (4) A policy cannot be adopted by a local government until the local government has considered all submissions that are received in relation to the proposed policy and, if that consideration results in significant changes to the proposed policy, then the local government must again give Statewide public notice of the altered proposed regional price preference policy. [Regulation 24E inserted in Gazette 25 Feb 2000 p. 972-3; amended in Gazette 31 Mar 2005 p. 1055.]

24F. Adoption and notice of policy

- (1) A policy cannot be adopted by a local government until at least 4 weeks after the publication of the Statewide notice of the proposed policy.
- (2) An adopted policy must state
 - (a) the region or regions within which each aspect of it is to be applied;

- (b) the types and nature of businesses that may be considered for each type of preference; and
- (c) whether the policy applies to
 - (i) different regions in respect of different parts of the contract, or the various contracts, comprising the basis of the tender;
 - (ii) different goods or services within a single contract or various contracts;
 - (iii) different price preferences in respect of the different goods or services, or the different regions, that are the subject of a tender or tenders,

or to any combination of those factors.

- (3) An adopted policy cannot be applied until the local government gives Statewide notice that it has adopted that policy.
- (4) The local government is to ensure that a copy of an adopted regional price preference policy is
 - (a) included with any specifications for tenders to which the policy applies; and
 - (b) made available in accordance with regulation 29 of the *Local Government* (Administration) Regulations 1996.

[Regulation 24F inserted in Gazette 25 Feb 2000 p. 973-4; amended in Gazette 31 Mar 2005 p. 1055.]

24G. Adopted policy applies

A local government that has adopted a regional price preference policy in relation to a certain type of contract may choose not to apply that policy to a particular tender in the future for a contract of that type but, unless it does so, the policy is to apply to all like tenders.

[Regulation 24G inserted in Gazette 25 Feb 2000 p. 974.] [Part 4B (r. 24H-24I) deleted in Gazette 27 Sep 2011 p. 3846.]

POLICY IMPLICATIONS:

Subject to the legality of Shire of Menzies Policy No: 3.16
Purchasing Policy with 10%
Premium, a 10% Premium may apply to local tenderers.

Policy No. 3.16 - PURCHASING LOCAL WITH 10% PREMIUM

* Originally adopted 18TH December 2008

When the Local price of an item is quoted within 10% of an outside competitor the Shire shall include a premium price of 10%.

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VOTING REQUIREMENTS:

Simple Majority



REQUEST FOR TENDER

Request for Tender (RFT):

Supply of Road Sealing Services – 2 year Period Panel Contract

Deadline: Tuesday 28th February 2012, 2:00pm

Address for Delivery:

NOTE: Tenders must be placed in a sealed envelope clearly marked 'TEN 04/11'. Failure to clearly mark the envelope could jeopardise the confidentiality of the tender.

The Shire of Menzies accepts no responsibility for submitted tenders failing to be in the Tender Box at the time and date of closing

Tender Box

Shire of Menzies

124 Shenton Street (PO Box 4) Menzies WA 6436

ELECTRONIC MAIL AND FACSIMILE TENDERS WILL NOT BE ACCEPTED

RFT Number: TEN 04/11

Shire of Menzies Page 1 of 43 TEN 04/11

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1 PRINCIPAL'S REQUEST

1.1 CONTRACT REQUIREMENTS IN BRIEF

As part of the Shire of Menzies 2011/12 and 2012/13 Works Programs various road projects require primersealing, 2nd coat or resealing or asphalt overlays.

The projects represent an annual amount of approximately 100,000m² of hot bitumen seal works; approximately 10,000m² black asphalt and approximately 200m² of red asphalt. However this amount may vary depending on Council works program.

This contract will be a panel type contract for a period of 2 years, with possible extension into the third year whilst the next panel tender is being developed, advertised and awarded.

A full statement of the services required under the proposed Contract appears in the Specification – Part 2 and Special Conditions of Contract – Appendix A.

1.2 REQUEST FOR TENDER DOCUMENTS

BOUND INTO THIS VOLUME:

This Request for Tender is compromised of the following parts:

- (a) Part 1 Principal's Request (read and keep this part);
- (b) Part 2 Specification (read and keep this part);
- (c) Part 3 Respondent's Offer (complete and return this part);
- (d) Part 4 Appendix A Special Conditions of Contract (read and keep this part);
- (e) Part 5 Appendix B Formal Instrument of Agreement & General Conditions of Contract (read and keep this part);

REFERENCE DOCUMENTS:

- (a) Local Government Act 1995;
- (b) Local Government (Functions & General) Regulations 1996;
- (c) Occupational Safety & Health Act 1984 (State);
- (d) Occupational Safety & Health Regulations 1996 (State);
- (e) State Records Act 2000;
- (f) Freedom of Information Act 1992;
- (g) Public Interest Disclosure Act 2003; and
- (h) Shire of Menzies Policies

1.3 DEFINITIONS

Below is a summary of some of the important defined terms used in this Request.

Attachments: The documents you attach as part of your Response;

Council's Contract Means Council's Chief Executive Officer or Council's Authority: representative

Contractor: Means the person or persons, corporation or corporations whose Response

is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or

nominated

corporations;

Deadline: The deadline for lodgement of your Response;

General Conditions Means the General Conditions of Contract nominated in Part 1 and

of Contract: incorporated in a Contract in accordance with clause 1.10.10;

Shire of Menzies Page 3 of 43 TEN 04/11

PART 1 READ AND RETAIN THIS PART

Offer: Your offer to be selected to supply the Requirements;

Principal: Shire of Menzies. Occasionally referred to in this document as the "Shire"

Request: This document;

Requirements: The work requested by the Principal;

Selection Criteria: The criteria used by the Principal in evaluating your Response;

Special Conditions: The additional contractual terms:

Tender: Completed Offer form, response to Selection Criteria and Attachments;

Tenderer: Someone who has or intends to submit an Offer to the Principal.

1.4 HOW TO PREPARE YOUR RESPONSE

(a) Carefully read all parts of this document.

(b) Ensure you understand the Requirements (refer section 2, Specification).

- (c) Complete, sign and return the Offer (Part 3) in all respects and include all Attachments.
- (d) Make sure you have signed the Offer Form and responded to all of the Selection Criteria.

(e) Lodge your Tender before the Deadline.

1.5 CONTACT PERSONS

All communication between potential Tenderers and the Principal prior to the Deadline must be in writing.

At the sole discretion of the Principal, responses to questions may be forwarded to the questioner only, or broadcast to all potential Tenderers appearing on the Principal's records as having received the RFT. The Principal may offer the questioner an opportunity to withdraw a question before the Principal broadcasts the response.

Tenderers should not contact any other person or rely on any information provided by any person other than:

Name: Bret Howson, Acting Manager Works and Services

Telephone: 0429 312264

E-mail: projects@highway1.com.au

No requests for information or clarification to the Tender Documents will be accepted later than two (2) working days prior to the closing date of Tender.

1.6 EVALUATION PROCESS

This is a Request for Tender (RFT). Your Tender will be evaluated using information provided in your Tender. The following evaluation methodology will be used in respect of this Request:

- (a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g. completed Offer Form and Attachments) may be excluded from evaluation, however they will be given opportunity to supply information that may be deemed by the Principle as an error in omission.
- (b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated, e.g. tendered prices and other relevant whole of life costs are considered.
- (c) The most suitable Respondents may be short listed and may also be required to clarify their Tender, make themselves available for an interview, and demonstrate the proposed services offered. Referees may also be contacted prior to the selection of the successful Tender.

A contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

1.7 SELECTION CRITERIA

The Contract may be awarded to a tenderer or tenderers who best demonstrate the ability to provide quality products and/or services at a competitive price. The tendered prices will be assessed together with the qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

This tender will be awarded to a Primary Tenderer and a Secondary Tenderer. This means that the Primary tenderer will be offer the relevant works first. If the Primary tenderer cannot carry out the works, the task(s) will then be offered to the secondary tenderer.

If the Primary tenderer can not the contacted by all reasonable methods, the Shire may then approach the Secondary tenderer to complete the task.

The Principal has adopted a best value for money approach to this request.

This means that, although price is considered, the response containing the lowest price will not necessarily be accepted, nor will the offer ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

1.7.1 Compliance Criteria

These criteria are detailed within Part 3 of this document and will not be point scored. Each response will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

1.7.2 Qualitative Criteria

In determining the most advantageous tender, the Evaluation Panel will score each tender response against the qualitative criteria as detailed within Part 3 of this document. Each criterion will be weighted to indicate the relative <u>degree of importance</u> that the Principal places on the technical aspects of the goods or services being purchased.

NOTE: It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel.

Failure to provide the specified information may result in elimination from the evaluation process or a low score.

1.7.3 Price Considerations

The Council has resolved to consider tender submissions by qualitative criteria as outlined in Clause 3.3.2 of this document, therefore the price is assessed with quality.

1.8 PRICE BASIS

FIXED PRICES

All prices for goods/services offered under this Request are to be fixed for one calendar year from the date of award. Each successful tenderer may request a price adjustment in the last month of the

PART 1 READ AND RETAIN THIS PART

contract year. Any request for price adjustment will need to have supporting documentation to justify any increase. Any increase granted shall apply for the next contracted calendar year. Unless otherwise indicated prices tendered must include delivery, unloading, packing, marking and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.9 CONDITIONS OF TENDERING

1.9.1 Lodgement of Tender and Delivery Method

The Tender must be lodged by the Deadline. The Deadline for this Request is 2.00pm Tuesday 28th February 2012.

The Tender is to be:

- (a) placed in a sealed envelope clearly endorsed with the Tender number and title as shown on the front cover of this Request; and
- (b) delivered by hand and placed in the Tender Box at the Shire Administration Office, 124 Shenton Street, Menzies WA 6436 (by the Tenderer or the Tenderer's private agent) or sent through the mail to the Chief Executive Officer, Shire of Menzies, PO Box 4, Menzies WA 6436.

Electronic mail Responses and Responses submitted by facsimile will not be accepted.

Tenders must ensure that they have provided **ONE** (1) signed copy of their Tender to be marked "ORIGINAL" and bound. Any brochures or pamphlets must be attached to the original.

The original must be bound. All pages must be numbered consecutively and the Tender must include an index.

1.9.2 Rejection of Tenders

A Tender will be rejected without consideration of its merits in the event that it is not submitted at the time and at the place specified in the Request

A Tender may be rejected without consideration of its merits in the event that

- (a) The Tenderer does not submit an Offer form which has been completed and signed together with all the required Attachments; or
- (b) The Tender fails to comply with any other requirements of the Request.

1.9.3 Late Tenders

Tenders received:

- (a) after the Deadline; or
- (b) in a place other than stipulated in this Request;

will not be accepted for evaluation.

1.9.4 Acceptance of Tenders

Unless otherwise stated in this Request, Tenders will be for the full requirement and the Principal will not accept tenders offering part services. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

1.9.5 Disclosure of Contract Information and Documents

Documents and other information relevant to the contract may be disclosed when required by law under the *Freedom of Information Act 1992* or under a Court order.

1.9.6 Alternative Tenders

All Alternative Tenders MUST be accompanied by a conforming Tender.

Tenders may be submitted as Alternative Tender or made subject to conditions other than the General and Special Conditions of Contract must in all cases arising be clearly marked "ALTERNATIVE TENDER".

The Principal may in its absolute discretion reject any such Alternative Tender as invalid.

If the Tender is marked as an Alternative Tender, any printed "General Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

1.9.7 Tender Validity Period

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

1.9.8 Registration or Licensing of Contractors

Where an act of ordinance of the State of Western Australia requires that a Contractor (as defined by the act or ordinance be registered or licensed to carry out the work described in the Request documents, the Tenderer must state on the Tender Form in the space provided, its registration or license number.

The Tender will not be considered if the Tenderer fails to provide such registration or license number.

1.9.9 General Conditions of Contract

Responses will be deemed to have been made on the basis of and to incorporate the General Conditions of Contract for the Provision of Services (refer to Appendix B).

1.9.10 Precedence of Documents

In the event of there being any conflict or inconsistency between the terms and conditions herein and those in the General Conditions of Contract the terms and conditions appearing in this Request will have precedence.

1.9.11 Presentation of Documents

This document has been collated by mechanical means and Tenderers should check to ensure that it includes all pages, which are numbered consecutively, and that all supplements referred to are also included

Supplements that have been referred to in any section of the Specification are included at the back of this document and must be read in accordance to the section which they refer.

1.9.12 Tenderers to Inform Themselves

Tenderers will be deemed to have:

(a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;

- (b) examined all further information relevant to the risks; contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- (c) satisfied themselves as to the correctness and sufficiency of their Tender including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein:
- (d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- (e) satisfied themselves they have a full set of the Request documents and all relevant Attachments.

1.9.13 Disclaimer

The contents of this Request for Tender (RFT) are believed to be accurate at the date of this RFT. The statements, opinions, projections, forecasts or other information contained in this RFT may change.

1.9.14 Goods & Services Tax (GST)

Tendered prices must include Goods & Services Tax (GST).

For the purpose of this clause:

"GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.

"GST Act" means A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxation's Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the state of Western Australia.

"Supply" and "taxable supply" have the same meanings as in the GST Act.

Where the requirement the subject of this Request or any part thereof is a taxable supply under the GST Act, the price fee or rates tendered by the Responder must be inclusive of all applicable GST at the rate in force for the time being.

In evaluating the Tenders, the Principal must be entitled to (though not obliged) to take into account the effect of the GST upon each Tender.

1.9.15 Alterations

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend the issued Request documents before the Deadline.

1.9.16 Risk Assessment

The Principal may have access to and give consideration to:

Any risk assessment undertaken by Dun and Bradstreet; or any other credit rating agency; and any information produced by the Bank, financial institution, or accountant of a Tenderer;

So as to assess that Tender and may consider such materials as tools in the Tender assessment process.

1.9.17 Ownership of Tenders

All documents, materials, articles and information submitted by the Tenderer as part of or in support of a Tender will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer is entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.9.18 Canvassing of Elected Members or Officers

If a Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors (as the case may be), or Officers with a view to influencing the acceptance of any Tender made to it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal will omit the Tenderer from consideration.

1.9.19 Identity of the Tenderer

The identity of the Respondent and the Contractor is fundamental to the Principal.

The Respondent is the person, persons, corporation or corporations named as the Tenderer in Part 3 and whose execution appears on the Offer Form in Part 3 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.9.20 Tender Opening

Tenders will be opened in the Principal's offices, following the advertised Deadline.

The names of the persons who submitted a Tender by the Deadline will be read out at the tender opening. No discussions will be entered into between Tenderers' and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender opening will be held at 2.15pm (AWST) on Tuesday 28th February 2012 at the Shire of Menzies Administration Office, 124 Shenton Street, Menzies WA 6436.

NOTE:

The tendered prices will not be disclosed at the opening of this Tender.

1.9.21 In-house Tenders

The Principal does not intend to submit an in-house Tender.

2 SPECIFICATION

2.1 INTRODUCTION

It is expected that the contractor will be able to commence no later than 1st April 2012 and be available for the full 2 year period as needed.

This contract will be a panel type contract for a period of 2 years, with possible extension into the third year whilst the next panel tender is being developed, advertised and awarded.

This tender will be awarded to a Primary Tenderer and a Secondary Tenderer. This means that the Primary tenderer will be offer the relevant works first. If the Primary tenderer cannot carry out the works, the task(s) will then be offered to the secondary tenderer.

If the Primary tenderer can not the contacted by all reasonable methods, the Shire may then approach the Secondary tenderer to complete the task.

Issuing specific works to the Primary or Secondary Tenderer will solely be at the discretion of the Shire of Menzies, and no alterations to contract or prices will be made.

The service to be carried out under this contract will be:

- · engineering seal design service, and
- · supply and spray of hot bitumen, and
- · pre-coating of aggregate supplied by the Principal, and
- loading and spreading application of the pre-coated aggregate, and
- sweeping of excess aggregate between 1 to 4 weeks after seal, and
- · supply and placement of asphalt surfacing and tack coat (if specified), and
- all services necessary to satisfactorily perform the Shire of Menzies road sealing activities.

All of the seal sections to be completed will be marked on site with road marking paint, with a line and arrow on the edge of bitumen at start of each section, then line and arrow on the edge of bitumen at the end of each section.

Should the tenderer require clarification of these sections, you should contact the Manager, Works and Services, at the Shire of Menzies, prior to commencing the works. The tenderer is expected to inspect the sites and satisfy themselves of the location of each job.

A joint inspection to ensure the tenderer has a good understanding of the works can be arranged upon request.

It is expected that the successful supplier will submit all current licenses, insurance certificates and specifications of each type of plant they will be supplying.

It should be clearly understood that this is a 2 year period panel contract and some projects will be remote in location and only items of plant will be selected if all regulatory compliances are current and the items of plant are fit for purpose at the discretion of the Site Project Manager. Worksite safety is our highest priority.

2.3 SCHEDULE OF RATES

The Schedule of Rates (Appendix A) is directly related to the works associated with the Shire of Menzies 2011/2012 and 2012/13 Annual Road Reseal and Asphalt Seal Program.

For tender assessment purposes of the bitumen seal the Principal has nominated a bitumen spray rate (1.8 litres m²) Hot Bitumen @ 15deg unless otherwise stated.

PART 1 COMPLETE AND RETURN THIS PART

The tenderer shall supply a price rate as detailed in the Schedule of Rates (Appendix A). The successful contractor will then supply an engineering reseal design schedule to the Principal for approval, and any adjusted rate shall be calculated by using the variation rate as specified in the Schedule of Rates.

The contractor shall supply written notification of the seal design and the approximate quantity of bitumen and asphalt it will require to complete the works. The contracted price will be adjusted in relation to the quantity required and the tendered prices in the Schedule of Rates

2.4 PRODUCT SPECIFICATION - BITUMEN

Bitumen shall be Class 170 conforming to AS2008 with adhesion agent of 0.5% by volume and 2% flux (heavy oil such as furnace oil). Medium curing cutter shall be added depending on the road temperature anticipated during rolling.

2. 4. 1 BITUMEN APPLICATION RATE

The tender shall carry out a seal application design that includes visiting each site and supplying the design to the Principal for approval prior to commencing works. The design shall include the bitumen application spray rate (I/m2), the bitumen specification, and the aggregate application rate (m2/t).

Spray runs shall start and finish on tar-paper that shall be provided by the contractor. Disposal of papers shall be the responsibility of the contractor. Spraying equipment shall not be permitted to stand on any pavement areas.

Kerbing shall be protected from bitumen splashes by using splashboards on the end of the spray bar.

2. 4. 2 AGGREGATE PRECOATING

The aggregate supplied by the Principal is to be pre-coated using Supa-precoat 35 or approved equivalent. Approval shall be in writing by the Principal. Pre-coating shall be carried out at least 24 hours before use. Pre-coat application shall be approximately 5L/m³ if stockpiled beforehand, or 3L/ m³ if pre-coated within 24 hours of spreading the pre-coated aggregate. Pre-coating shall be carried out using a double-decked screening plant.

2. 4. 3 AGGREGATE SPREADING

Pre-coated aggregate shall be loaded at the dump site, carted to the job, and spread. The spread rate shall be as specified in the approved seal design.

Aggregate spreading shall commence as soon as practical after the spray run starts.

2. 4. 4 ROAD CONDITION

The road surface shall be clean and dry; it shall be swept to remove any dust or loose aggregate immediately before spraying. The minimum road temperature shall be 30°C at spraying and likely to stay above 26°C until rolling is completed. Spraying shall not commence if rain is likely before rolling is completed.

2. 4. 5 ROLLING

Rolling using multi-tyred roller of minimum of 12 tonnes will commence immediately behind the spreading trucks and rolling shall continue until all aggregate is firmly bedded into the bitumen layer. It will be suggested to allow at least 5 passes of the roller before moving to next section. Final spray runs shall be completed early enough to allow for finishing rolling the same day.

2.5 SPRAY RECORDS

The contractor shall record for each spray run the following:

- Specified cold bitumen application rate
- Road temperature
- Bitumen temperature
- · Spray width and length
- Tank dip at the start and end of each spray run
- · Actual hot application rate
- Actual cold application rate

2.6 PRODUCT SPECIFICATION - ASPHALT

Asphalt Reseal shall be provided and designed, based on a nominally 15mm thick (7mm stone) layer for mid-block street sections and 25mm thick (10mm stone) for intersections. Typically, existing road sections comprise an existing 7mm Aggregate bitumen seal in good condition. Some surfaces may require minor surface correction. Should the rate of corrector alter from the main rate, the tenderer shall nominate it.

A tack coat matched to the asphalt design shall be applied to the prepared surface prior to placement of the asphalt reseal. **Note: See Appendix A - Schedule of Rates**

2.7 GENERAL

Provision shall be made to minimise delays and inconvenience to road users and adequate provision made for the safety of road users during the course of the work.

After hot bitumen sealing 'Loose Stones' signs (symbolic T3-9A or T3-9B) shall be placed at both ends of the job, and left in place until the road has been swept. The road shall be swept between 1 to 4 weeks after sealing. Sweepings on kerbed roads shall be picked up and disposed of by the contractor. Sweepings on un-kerbed roads may be swept off the shoulder and into side drains, but shall not be left as small windrows on the shoulder.

2.8 PRODUCT STANDARD

The product will be to a standard commensurate with all relevant specifications and standards currently in place in Western Australia. At the request of the Superintendent the contractor will supply appropriate test results to confirm and verify the product standard in accordance with those specifications.

2.9 NON - CONFORMANCE

2. 9. 1 NON-CONFORMANCE OF MATERIAL

Conformance of the material at the source of supply shall be construed only as authorizing the Contractor to deliver the material.

Material which has been delivered but does not conform to the Specification shall be removed from the site by the Contractor immediately after notification of non-conformance. Failure by the Contractor to remove the non-conforming material shall permit the Principal to make alternative arrangements for its removal and to recover all costs incurred by these alternative arrangements from the Contractor.

The Contractor will not be paid for the non-conforming material or its cartage. Contamination of the material during cartage shall render the material as non-conforming.

Should the reseal show signs of in excess of 20% surface failure (aggregate stripping or bleeding) within 18 months of this contract, the contractor shall be called to site for a review of the application and seal design. Should the design or application be at fault the Contractor shall carry out any remedial works.

2. 9. 2 NON-CONFORMANCE OF PLANT, EQUIPMENT AND STAFF

Should the plant, equipment or staff be deemed non-conforming the Principal reserves the right to reject the supply until such time as the non-conforming aspects are rectified. The Principal also reserves the right to recover all costs involved in this rejection, including those incurred by other Contractors, and the Principal itself, unless it can be proved that the non-conformance resulted through the actions of the Superintendent or his representatives.

The Contractor shall do everything necessary to ensure that plant and equipment are delivered to site in good working order so that the possibility of breakdowns are minimised. Should the Contractor knowingly supply plant or equipment, which is sub-standard, unsuitable for the specified task or faulty the Principal may reject the plant or equipment as above.

All staff used by the Contractor for the completion of the works under this contract shall be competent and fully trained in all aspects of the operation of the plant and equipment. Should it be apparent that the operator(s) of the plant or equipment are not competent, the Principal may call for a replacement operator or reject the operator as above.

2.10 PERFORMANCE

The Contractor shall perform the works under this contract in an expert, efficient and courteous manner. The Contractor at all times refer any comments or discrepancies to the Superintendent or his representative for resolution. The Contractor is expected to carry out the requirements of this contract with a high degree of personal and public safety at all times.

The Superintendent on the basis of the following shall assess the Contractor's performance under this contract:

- · Contractor and their Staff conduct themselves in a safe, professional manner
- The supply delivery and application services provided in a timely and efficient manner.
- Product conforms to all relevant standards and specifications
- Product and service meets the needs and requirements of the Principal
- Minimal re-works (i.e. non-conforming material, cleaning or damage of worksites, etc.)

2.11 TRAFFIC MANAGEMENT

The Contractor shall be responsible for all necessary traffic signage and management associated with the works and shall comply with the requirements of AS1742 and the Main Roads of Western Australia, Traffic Management for Works on Roads, Code of Practice (2008)

The successful contractor shall supply a suitable traffic management plan to the Principal prior to commencing works.

2.12 APPLICABLE SPECIFICATIONS

All material and workmanship supplied under this contract shall conform with the following specifications:

MRWA Aggregate Specification 7700/13/01

MRWA Bitumen Specification 7700/13/03

MRWA Sprayed Bitumen Surfacing Specification 7700/13/28

MRWA Asphalt Surfacing 504

IMEA (WA) Subdivision Development Guidelines Section 5 - Materials Specifications

ASWater and Volatile Oils Content AS 2891.10

AS Degree of Particle Coating AS 2891.11

ASHot Mix Asphalt AS 2150

ASResidual Bitumen for Pavements AS 2008

ASAsphalt Paving - Guide to Good Practice AS 2374

2.2 THE CLIENT

The client is the Shire of Menzies and the Manager Works and Services will be the direct contact for the duration of this contract, along with Chief Executive Officer with whom it will be necessary to consult on a regular basis.

2.3 SITE DETAILS

All works to be carried out under the contract will be within the Shire of Menzies. The tenderers should make themselves aware of the entire shire area, and submit only services and equipment that are able to safely service the entire shire.

2.4 CLIENT APPROVALS

The successful tenderer must obtain the approval of the Manager Works and Service or Chief Executive Officer (by way of obtaining a Shire of Menzies purchase order) prior to commencing any works. Failure to obtain a valid purchase order may result in not being paid for such works.

2.5 SHIRE PROJECT MANAGEMENT / CONTACT

The Acting Manager Works and Services is Mr Bret Howson. Primary contact for the contract on a day to day basis will be through Mr Bret Howson

Telephone: 0429 312264,

Facsimile: (08) 9731 2263, or

Email: projects@highway1.com.au

2.6 SHIRE OF MENZIES RESOURCES

The Shire of Menzies will be responsible for the following information pertaining to the project area:

- State Government agencies approval
- Funding
- Contractor Induction
- Strategic documents
- All Relevant Council Policies

TENDERER'S OFFER

OFFER FORM 3.1

The Chief Executive Officer Shire of Menzies 124 Shenton Street (PO Box 4) Menzies WA 6436

I/We
(COMPANY NAME - BLOCK LETTERS)
of
(ADDRESS)
ABN/GST StatusACN (if any)
Telephone No:Facsimile No:
E-mail (if any):
In response to:
Tender for Road Sealing Services – 2 year Period Panel Contract
I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, Attachments, all in accordance with the Conditions of Responding contained in this Request signed and completed.
The tendered price is valid up to ninety (90) days from the date of the Request closing unless extended on mutual agreement between the Principal and the Respondent in writing.
I/We agree that there shall be no cost payable by the Principal towards the preparation or submission of this Response irrespective of its outcome.
The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Response.
Dated this day of2012
Signature of authorised signatory of Respondent:
Name of authorised signatory (BLOCK LETTERS):
Position:
Address:
Witness Signature:
Name of witness: (BLOCK LETTERS):
Address:

PART 1 COMPLETE AND RETURN THIS PART

3.2 TENDERER'S RESPONSE

The following checklist has been provided to assist you with your submission. Where it is necessary to provide additional information please ensure that all documents are clearly marked with the relevant Attachment title to assist the evaluation panel with their assessment.

(NOTE: All pages within Part 3 are to be completed and returned to the Principal as they form part of your Response).

3.2.1 Organisation Profile

If companies are involved, attach their current ASC company extracts search including latest annual return and label it "ASC Company Extracts".	"ASC Company Extracts"	Tick if attached
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3.2.2 Referees

Attach details of your referees, and label it "Referees". You should give examples of services provided for your	"Referees"	Tick if attached
referees (at least three)-		

3.2.3 Subcontractors

Do you intend to subcontract any of the Requirements?	Yes / N	lo
If Yes, in an attachment labelled "Subcontractors" provide details of the subcontractor(s) including: (a) the name, address and the number of people employed; and (b) the Requirements that will be subcontracted.	"Subcontractors"	Tick if attached

3.2.4 Conflicts of Interest

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract?	Yes / N	10
If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it "Conflicts of Interest".	"Conflicts of Interest"	Tick if attached

COMPLETE AND RETURN THIS PART

3.2.5 Financial Position

PART 1

Are you presently able to pay all your debts in full as and when they fall due?	Yes / No
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes / No
If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes / No

3.2.6 Quality Assurance

The Quality Assurance requirement for this tender is: formal Quality Assurance accreditation. Does your organisation have any quality assurance or quality assurance systems?	Yes / N	lo	
If you propose to subcontract, does your subcontractor have a "third party" quality management system in place?	Yes / No		
Supply evidence or details of your quality assurance position and where relevant of your supplier's or subcontractor's position, in an attachment labelled	"Quality Assurance"	Tick if attached	
"Quality Assurance".	Assuldifice		

3.2.7 Insurance Coverage

stipulated in the supply evidence outlined below o Coverage". A co	requirements for the Special Conditions. For their insurance cover in an attachment late opy of the Certificate of the Certific	"Insurance Coverage"	Tick if attached	
Туре	Insurer – Broker	Policy Number	Value (\$)	Expiry Date
Public Liability				
Professional Indemnity				

3.3 SELECTION CRITERIA

3.3.1 Compliance Criteria

Please select with a yes or no whether you have complied with the following compliance criteria:

	Description of Compliance Criteria	
(a)	Compliance with the Specification contained in the	Yes / No
VI. 900V	Request.	
(b)	Compliance with the Conditions of Tendering this	Yes / No
	Request	
(c)	Compliance with the Quality Assurance	Yes / No
	requirement for this Request.	
(d)	Compliance with and completion of the Price	Yes / No
` '	Schedule.	

PART 1 COMPLETE AND RETURN THIS PART

3.3.2 Qualitative Criteria

Before responding to the following qualitative criteria, Respondents must note the following:

- all information relevant to your answers are to be contained within your response to each criterion:
- Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- Tenderers are to address each issue outlined within a qualitative criterion.

Description of Qualitative Criteria		Weighting
		%
A)	Value for Money	70%
i.	Price;	
		2001
B)	Relevant Experience in providing this service	20%
i.	Provide details of similar services;	
il.	Demonstrate competency and proven track record of achievement in this field;	
C)	Respondent's Resources	10%
	ondents should demonstrate their ability and sustain ecessary;	
i.	Plant, equipment and materials necessary to	
ii.	supply and provide service; Any contingency measures or back up of resources including personnel (where applicable).	

3.4 PRICE INFORMATION

Tenderers **must** complete the following "Price Schedule". Before completing the Price Schedule, Tenderers should ensure they have read this entire Request for Tender.

3.4.1 Electronic Funds Transfer

Do you have the facility for payments by EFT?	Yes / No

PART 1 COMPLETE AND RETURN THIS PART

3.4.2 Price Schedule

CONTRACT NO: TEN 04/11

<u>DESCRIPTION:</u> Tender for Road Sealing Services - 2 year Period Panel Contract

CONTRACTOR:	
-------------	--

Tenders are to fill in the appropriate details

Description – Bitumen Seal	GST Exclusive	GST Component	Total Cost
BITUMEN	Rate/m ²	Rate/m ²	Rate/m²
Price /m ² - litre/m ² (based on 1.8 I/ m² at 15 °)			
Including:	\$	\$	\$
a) Seal design	•	•	,
b) Bitumen			
Variation rate /L	\$	\$	\$
	GST Exclusive	GST Component	Total Cost
APPLICATION	Rate/m²	Rate/m ²	Rate/m²
Price /m ² Including:			
a) Pre-coating of aggregate			
b) Application of bitumen and aggregate	\$	\$	\$
c) Rolling;			
d) Traffic Management			
	GST Exclusive	GST Component	Total Cost
GENERAL	Lump Sum	Lump Sum	Lump Sum
Price sweeping (1 to 4 weeks after seal)	\$	\$	\$

PART 1 COMPLETE AND RETURN THIS PART

Tenders are to fill in the appropriate details

Description – Asphalt	GST Exclusive	GST Component	Total Cost
ASPHALT	Rate/m²	Rate/m²	Rate/m²
Price /m ² – 25mm BLACK mix (10mm stone) includes tack coat, preparation, traffic management.	\$	\$	\$
Price /m² – 15mm RED mix (7mm stone) includes tack coat, preparation, traffic management.	\$	\$	\$

Company Name		
(Signature of Quoter)		
(Title)		
(Ph Number)	(Fax No)	
(Signature of Witness)		

Respondent may include additional information and prices at this section.

4 APPENDIX A - SPECIAL CONDITIONS OF CONTRACT

4.1 PERIOD OF CONTRACT AND TERMINATION

SUPPLY CONTRACT

The Contract is to be completed on supply of the Requirements.

4.2 INSURANCES

The Contractor and its subcontractor(s) (if any) will be required to effect and maintain the insurance policies referred to in the General Conditions of Contract in the following sums:

- (a) Public liability insurance in the sum of at least \$1,000,000 (one million) in respect of any one occurrence and for an unlimited number of claims.
- (b) Workers Compensation or Personal Accident Insurance cover as required by law (whichever may apply).
- (c) Professional indemnity insurance in the sum of at least \$1, 000,000 (one million) in respect of any one occurrence and for an unlimited number of claims.

4.3 FEE FOR SERVICE

The Contract is on the basis of a fee for services provided. Should the project at any point and for any reason not proceed to completion, then payment will be on the basis of the works/services provided and agreed at the point the project ceases and the contract will be terminated.

It is understood that all material associated with any task purchased by the contractor, will be paid for by the Shire on the receipt of itemised purchase invoice.

4.4 PAYMENT TERMS

For the fee, payment will be in the form of progress claims based on monthly invoices or at the end of the task undertaken.

Payment for work performed shall be made at the applicable tendered rate. Council reserves the right to make deductions for any failure on behalf of the Contractor to execute the works in accordance with this specification.

The rates and prices entered shall include fully for all the obligations of the Tenderer under the Contract.

The Council shall pay each invoice on net thirty days of the date of receipt of the invoice, provided and to the extent that nothing in the invoice is in dispute.

4.5 ELECTRONIC FUNDS TRANSFER (EFT)

The Principal shall pay the Contractor by Electronic Funds Transfer (EFT) and the Contractor shall provide all the necessary information required to facilitate EFT payment processing. The Principal guarantees the confidentiality and security of all such information provided by the Contractor.

Shire of Menzies Page 22 of 43 TEN 04/11

4.6 CONTRACTOR RECORD KEEPING OBLIGATIONS

The Contractor shall maintain and submit records in accordance with the State Records Act 2000 and Clause 4, Conditions of Contract for Services.

4.7 CONFIDENTIALITY, OWNERSHIP & USE OF INFORMATION

Confidentiality, ownership and use of information generated by the Consultancy shall be in accordance with the Conditions of Contract.

All material and information acquired (including any photographic documentation) during the course of the project will become the exclusive property of the Shire of Menzies. All copyright created, as a result of the project shall vest in the Shire of Menzies.

4.8 NATIONAL STANDARD FOR CONSTRUCTION WORK – OCCUPATIONAL SAFETY & HEALTH REGULATIONS 1996

Where there are 5 or more workers working at a worksite this is deemed to be a Construction Worksite and the contractor will be required to provide a Safe Work Plan as per the National Standard for Construction Work.

4.9 DISPUTE RESOLUTION

In the first instance, Project Manager or the Executive Management will negotiate a dispute resolution in good faith before implementing the following dispute resolution process.

- (a) Any question dispute or difference of any kind arising out of or in connection with the Contract must be resolved in accordance with this Clause.
- (b) A Project Manager or the Executive Management of each of the parties must meet within 10 Business Days after the date when one party serves on the other a Notice and in good faith, attempt to resolve the Dispute.
- (c) If within 10 Business Days of the first meeting under, the Dispute is not resolved, the Principal or the Principal's delegate and the contractor, or the contractor's delegate must meet within 5 Business Days of the expiry of the 10 Business Days and, in good faith, attempt to resolve the Dispute.
- (d) If the Dispute is not resolved within 20 Business Days of the first meeting, or such further time as may be agreed, the parties must refer the Dispute to conciliation by an accredited conciliator agreed by the parties, or failing agreement on the conciliator and terms of appointment within a further 5 Business Days, an accredited conciliator appointed by the Chairperson of the Western Australia Chapter of the Institute of Arbitrators and Mediators Australia. The terms of the appointment must be in accordance with the Institute of Arbitrators and Mediators Australia Conciliation Rules. The location of the conciliation shall be Perth, Western Australia or other location determined by the Principal.
- (e) The reference to conciliation will commence when either party gives notice to the other requiring resolution of the Dispute.
- (f) The parties agree to participate in the conciliation in good faith. Any information or document obtained through or as part of the reference to conciliation is confidential and may not be used for any purpose other than the settlement of the Dispute.
- (g) The parties will share equally the conciliator's fees for any conciliation.
- (h) If the Dispute is not resolved within 15 Business Days of the commencement of the reference to conciliation, either party may then, but not earlier, commence proceedings in any court of competent jurisdiction.

PART 2 COMPLETE AND RETURN THIS PART

- (i) Unless the Parties agree otherwise in writing, the Chairperson of the Western Australia Chapter of the Institute of Arbitrators and Mediators Australia is appointed as the Prescribed Appointor for all disputes.
- (j) Subject to circumstances beyond the control of the parties permitting, each party must continue to perform the Contract even though a Dispute exists or proceedings have been commenced.

4.10 TERMINATION OF CONTRACT

The Shire of Menzies reserves the right to terminate the contract by 14 days advice in writing in the event of any of the following circumstances:

- (a) Failure on the part of the contractor or Service Company, their employees or agents, to achieve performance goals as agreed between both parties prior to signing of the contract.
- (b) Failure on the part of the contractor, Service Company, their employees/agents, to maintain the good name of the Shire of Menzies through any misleading or improper conduct.
- (c) Insolvency of the contractor or Service Company.
- (d) Any improper or unacceptable behaviour or activities of the contractor, service company or their employees/agents which can reasonably be shown to affect the provision or quality of service under this agreement and which is not remedied within seven days after receipt of the complaint by the contractor or service company.
- (e) If an event of termination occurs and a termination notice is served on the contractor or Service Company, any alliance under the contract will come to an end.
- (f) The Shire of Menzies reserves the right to immediately make arrangements for the provision of service to meet the needs of ratepayers as specified in the tender document. Further, that all costs involved in securing a new service over and above that which would have been paid to the original contractor or service provider during the contract period will be recovered.
- (g) Nothing in this part will preclude the Shire of Menzies from recovering damages suffered from the contractor/service company as a result of early termination of the contract.

5 APPENDIX B - FORMAL INSTRUMENT OF AGREEMENT AND GENERAL CONDITIONS OF CONTRACT

CONTRACT NO. RFT 04/11

AGREEMENT

BETWEEN
Shire of Menzies

&

THE SHIRE	OF	MENZIES	having	its	office	in	the	State	of	Western	Australia	at
124 Shenton	Stre	eet, Menzie	s ("the	Pri	ncipal"); a	and					

The Contractor men	tioned in the Schedule	
having its offices at		. ("the Contractor")

RECITALS

The Principal, in its capacity as the local government under section 2.5 and its subsections of the Local Government Act 1995, desires the performance of the Services and the Contractor has agreed to perform the same upon the terms and conditions set out in this Contract.

IT IS AGREED AS FOLLOWS

1. Definitions and Interpretations

1.1 Definitions

In this Contract words and expression shall have the same meanings as are respectively assigned to them in the General Conditions of Contract and in the specification hereinafter referred to, except that the term:

"General Conditions of Contract" means General conditions of contract contained herein.

1.2 Construction

- 1.2.1 References to statutes, regulations, ordinances or by-laws include all statutes, regulations, ordinances or by-laws amending, consolidating or replacing them.
- 1.2.2 Where a reference is made to any person, body or authority that reference will, if the person, body or authority has ceased to exist, be deemed to be a reference to the person, body or authority which serves substantially the same objects as that person, body or authority.
- 1.2.3 Where the day or last day for doing anything on which an entitlement is due to arise is a Saturday, Sunday, Public or Bank Holiday in Western Australia, the day or last day for doing the thing or date on which the entitlement arises will, for the purpose of this Contract, be the immediately following day, that is not a Saturday, Sunday or Public or Bank Holiday.

1.3 Consent of Principal

Where the Principal's consent or approval is required the consent or approval must not be unreasonably withheld.

2 Constitution of this Contract

The following documents attached hereto (including any alterations made and initialled by both parties) shall constitute this Contract, namely the following:

- a) correspondence to the extent it varies any aspect of this Contract;
- b) this document;
- c) Specification and Special Conditions;
- d) Price/Rates Schedule; and
- e) Contractor's Tender submission of

In construing this Contract and in the event of any inconsistency in these documents, the order of precedence shall be from (a) to (e) as set out in this clause.

3 Consideration

In consideration of the satisfactory, timely and complete performance of the Services by the Contractor in accordance with the Contract, the Principal shall pay to the Contractor the amount calculated on the basis of the price or such other contract sum as may become payable to the Contractor pursuant to the provisions of the Contract.

4 Contractor's Warranty

The Contractor Warrants that it has significant knowledge and experience in providing the Services and that it has and will continue to have an adequate, skilled, competent and fully trained organisation capable in all aspects of performing the Services.

EXECUTED b	y the Parties.		
SIGNED by			
L.P Strugnell Acting Chief Exi in the presenc			
(Note: Witnes	s must sign and then print n	ame)	
WITNESS:	NAME		
SIGNED by the	e said		

(Contractor)	
Signature of Director	
Of	A.B.N
in the presence of:	
Signature of Witness	
(Note: Witness must sign and then p	rint name)
WITNESS: NAME	
CONTRACT NO: TEN 04/11	
DESCRIPTION: Tender for Road S	Sealing Services – 2 year Period Panel
CONTRACTOR:	

As part of the Shire of Menzies 2011/12 and 2012/13 Works Programs various road projects require primersealing, $2^{\rm nd}$ coat or resealing or asphalt overlays.

The projects represent approximately 100,000m² of hot bitumen seal works; approximately 10,000m² black asphalt and approximately 200m² of red asphalt.

This contract will be a panel type contract for a period of 2 years, with possible extension into the third year whilst the next panel tender is being developed, advertised and awarded.

Description – Bitumen Seal	GST Exclusive	GST Component	Total Cost
BITUMEN	Rate/m²	Rate/m²	Rate/m²
Price /m ² - litre/m ² (based on 1.8 I/ m ² at 15°)			
Including:	 \$	\$	\$
a) Seal design	•		
b) Bitumen		2	
Variation rate /L	\$	\$	\$
	GST Exclusive	GST Component	Total Cost

APPLICATION	Rate/m²	Rate/m ²	Rate/m ²
Price /m² Including:			1820
a) Pre-coating of aggregate			
b) Application of bitumen and aggregate	\$	\$	\$
c) Rolling;			
d) Traffic Management			
	GST Exclusive	GST Component	Total Cost
GENERAL	Lump Sum	Lump Sum	Lump Sum
Price sweeping (1 to 4 weeks after seal)	\$	\$	\$

Description – Asphalt	GST Exclusive	GST Component	Total Cost
ASPHALT	Rate/m²	Rate/m²	Rate/m²
Price /m² – 25mm BLACK mix (10mm stone) includes tack coat, preparation, traffic management.	\$	\$	\$
Price /m² – 15mm RED mix (7mm stone) includes tack coat, preparation, traffic management.	\$	\$	\$

SIGNED:	DATE:
	A CONTROL OF CONTROL O

GENERAL CONDITIONS OF CONTRACT	
FOR THE PROVISION OF	
GENERAL	
SERVICES	

GOVERNING LAW

The contract shall be governed by the laws of the State of Western Australia and the parties hereby submit to the exclusive jurisdiction of the courts of the State.

1. DEFINITIONS

1.1 In the Contract, except where the context otherwise requires:

'Clause' means a clause of these General Conditions.

'Contract' means the document which constitutes or evidences or, as the case may be, all the documents which constitute or evidence the final and concluded agreement between the Principal and the Contractor.

'Contract Price' means

- (a) where payment is to be made on a Lump Sum Basis, the sum which is stated in the contract to be payable to the Contractor for the supply of the Services by the Contractor and the performance of the obligations of the Contractor under the Contract;
- (b) where payment is to be made on a Schedule of Rates basis, the sum ascertained by calculating the product of the rates and the corresponding quantities set out in the Schedule of Rates and adding to the sum thereof the total of any lump sums, provisional sums, contingency sums or other sums included in the Schedule of Rates;
- (c) where payment is to be made on a Lump Sum and a Schedule of Rates Basis, the aggregate of the sums referred to in paragraphs (a) and (b),

but excluding any additions or deductions, which may be required to be made pursuant to the Contract.

'Contractor' means the person or persons, corporation or corporations, who contract to supply the Services the subject of the Contract.

'Council's Contract Authority' means the person who from time to time occupies or acts in the position specified in the Tender Documentation and who is authorised to administer this Contract.

'Officer' means any officer or person authorised by the Principal and notified to the Contractor as an authorised officer for the purpose of this Contract.

'Principal' means the Shire of Menzies. Referred to occasionally in this document at the "Shire"

'Services' means the whole of the services, tasks, work and requisites to be supplied rendered provided or performed by the Contractor including all variations provided for by the Contract as more fully set out in the Contract.

'Specification' means any Special Conditions, Technical Specification and Schedules forming part of the Contract; and such Specification shall be read with these General Conditions as an integral part of the Contract, but in the event of any inconsistency between the Specification and these General Conditions the former shall (unless the Contract otherwise provides) prevail.

1.2 Unless the context otherwise requires, the singular in all cases includes the plural and vice versa. The clause headings of the General Conditions of Contract shall not in any way affect their interpretation. Any one gender includes all genders.

2. QUALITY OF SERVICES

- 2.1 All Services rendered shall conform to the Specification and the standards specified in the Contract.
- 2.2 Where no standards are specified in the Contract, the Services shall comply with the appropriate and current standard of the Standards Association of Australia and if there is no such standard then the appropriate and current standard of the British Standards Institution or such other standard as the Principal shall consider appropriate.
- 2.3 If no standards are applicable, the Services shall be of the highest standard and carried out promptly with all due skill care and diligence.
- 2.4 The Contractor shall employ only such persons as are careful skilled and experienced in their respective professions trades and callings who hold all necessary licences permits and authorities required by law and whose standards of workmanship are entirely suitable for the performance of the Services and the requirements of the Contract.

3. CONTRACTOR RECORDING KEEPING OBLIGATION

- 3.1 The contractor will create and receive records in the format and at the frequency specified in the schedule attached (The Schedule) to meet the Shire's legislative, business and accountability requirements.
- 3.2 In accordance with State records Act 2000, records detailed in The Schedule are a government-owned asset. Ownership and proprietary interest of records created or collected by the contractor under this contract is vested in the Shire of Menzies.
- 3.3 **Option A:** The contractor will transfer all records detailed in The Schedule to the Shire within 48 hours after creation or receipt for ongoing management in accordance with the Shire's Record Keeping Plan.
 - **Option B:** The contractor will transfer all records detailed in The Schedule to the Shire on a weekly/monthly basis for ongoing management in accordance with the Shire's record keeping Plan.
 - **Option C:** The contractor will maintain a record keeping system that meets the minimum compliance requirements of State Records Commission Standard 1 "Government Record keeping", to the satisfaction of the Shire. The contractor will transfer all records detailed in The Schedule to the Shire at the completion of the contract for ongoing management in accordance with the Shire's record Keeping Plan.
- 3.4 The Shire will be granted unlimited access to all records detailed in The Schedule while in the custody of the contractor. The contractor will be granted unlimited access to all records transferred to the Shire under 3 above for the term of this contract.
- 3.5 Access to the records detailed in The Schedule by the contractor after the completion of the contract will be in accordance with the Freedom of Information Act 1992 and the Shire's Policy.
- 3.6 Members of the public may be permitted to access the records detailed in The Schedule in accordance with the Freedom of Information Act 1992 and the Shire's Policy.

3.7 The contractor must not dispose of any records detailed in The Schedule without authorisation of the Shire of Menzies.

4. PATENT RIGHTS

- 4.1 The Contractor shall indemnify and at all times keep the Principal indemnified against any action, claim, demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringement by the Contractor of any letters patent, design, trade mark or name, copyright or other protected right in respect of any goods, articles, services, equipment, machinery, plant or thing, system or method of performing, using, fixing, working or arrangement used, fixed, provided or supplied by the Contractor.
- 4.2 All payments and royalties payable in respect of any such letters patent or other protected right, shall be included by the Contractor in the Contract and shall be paid by itself to the person, persons, or body to whom they may be due or payable.
- In the event of any claim being made or brought against the Principal in respect of any of the matters stated in this clause, the Contractor shall be immediately notified thereof. The Contractor shall, with the assistance if required of the Principal, but at the Contractor's sole expense, conduct all negotiations for the settlement of the same or any litigation that may arise therefrom and in the event of the failure by the Contractor so to do, the Principal shall have power to suspend payment of any money due to the Contractor under the Contract until such claim has been satisfied, settled, or withdrawn. Should any money due, or which may thereafter become due, to the Contractor, or which may have been deposited by the Contractor as security under the Contract, be insufficient to satisfy or settle any such claim and such claim has not been satisfied or withdrawn at the date when the Contract would otherwise have been completed, the balance outstanding in respect of the claim shall be a debt due by the Contractor to the Principal.

5. TIME

- 5.1 Services under the contract shall be supplied punctually at or within the time stated in the Order and in this respect time shall be of the essence of the Contract.
- 5.2 The Contractor shall be entitled only to such extensions of time for compliance with the Contract as the Principal, upon the written application of the Contractor, may in its absolute discretion grant in writing.

6. SUPPLY OF SERVICES BY ORDER

- 6.1 The Contractor shall fulfil all orders for Services placed by the Principal during the term or currency of the Contract.
- Where the Contract is for the supply of Services by reference to a list of Services and prices in a Schedule to the Specification, the Principal shall not be required to take or accept all or any of the Services listed EXCEPT such of the Services as may be ordered by the Principal from time to time during the period of the Contract.
- 6.3 Where the quantity or value set out in any Schedule to the Specification is described as 'approximate' it shall be regarded only as an estimate of the quantity or value which may be required under the Contract and the Principal shall not be required to take or accept the said nominated approximate quantity or value of Services.
- 6.4 The right is reserved for the Principal to order its requirements of any one type or item of the Services either at one time or in instalments or in such quantities as may be required from time to time.

Nothing herein contained shall oblige the Principal to take or accept all its needs or requirements of the Services solely from the Contractor nor shall be taken to confer any exclusive right upon the Contractor to provide the Services to the Principal. The Principal shall be free at all times to obtain the Services or any part of them from any other source provider or supplier thereof except Services the subject of an existing order to the Contractor.

7. STAMP DUTY

The Contractor shall pay all stamp duties in connection with the Contract.

8. GOODS AND SERVICES TAX

- 8.1 For the purposes of this clause:
- (a) "GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.

"GST Act" means A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxation's Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia.

"Supply", "taxable supply" and "tax invoices" have the same meanings as in the GST Act.

- 8.2 Where the supply of the Services or any part thereof is a taxable supply under the GST Act:
 - (a) The Contract Price shall be inclusive of all applicable GST at the rate in force or the time being.
 - (b) The obligation of the Principal to pay the Contract Price or any instalment thereof, and the right of the Contractor to recover the Contract Price or any instalment thereof, shall be subject to and conditional upon the prior issue by the Contractor and the prior receipt by the Principal of a tax invoice in respect of the Contract Price, or the relevant instalment thereof, which complies in all respects with the GST Act.

This provision applies notwithstanding any other provision of the Contract or any legislation or rule of law to the contrary, but does not apply if the Contractor is not registered for GST, and is not required to be so registered, under the GST Act.

8.3 The Contractor shall at all times observe, perform and comply with all applicable provisions of the GST Act relative to the supply of the Services under the Contract.

9. PRICE VARIATIONS

- 9.1 Contract prices shall be firm unless otherwise stated in the Contract.
- 9.2 Where Contract prices are variable, and the Contractor wishes to claim for a variation in price during the term of the Contract, then the Contractor shall give the Principal full details of the make-up of the claim, including all applicable information as to the cost of materials, direct labour, overheads, profit and such other cost components as the Principal may require to verify any claim for variation. All applications for variation must show in statement form the existing approved Contract prices, the proposed price increase and proposed new Contract price on an item-by-item basis and shall be accompanied by all relevant determinations and documents in support of the claim.
- 9.3 Where the Contract price is the price ruling at date of performance of the Services the Contractor shall produce to the Principal evidence to verify each claim for payment.
- 9.4 Where trade list prices form the basis of the Contract the Contractor shall identify the trade list referred to by date, number or other suitable reference.
- 9.5 Reductions affecting the Contract rates shall be notified by the Contractor to the Principal immediately they occur and the Contractor shall repay to the Principal the full amount of any overpayment made by the Principal within fourteen (14) days of the reduction being authorised by the Principal.
- 9.6 Applications for variation of variable Contract prices or rates by the Contractor shall be submitted in writing to the Principal as far in advance as practicable of the date from which the variation is sought to commence.
 - All variations must be approved by the Principal shall operate from a date determined by the Principal, which shall not be earlier than the date of the formal application for variation.
 - The onus shall be upon the Contractor to prove to the satisfaction of the Principal all details of any variation claimed.
- 9.7 In all matters of price variations (up or down) the Contractor shall make available to the Principal within the time specified by the Principal such information, records, facts and figures as the Principal shall require. Failure to supply the required information, records, facts and figures shall entitle the Principal to refuse the variation.
- 9.8 Where the variation is to be determined on the basis of decisions by the Australian Competition and Consumer Commission such variations will be effective on the date nominated by the Australian Competition and Consumer Commission and will be binding on all parties. Should the Australian Competition and Consumer Commission cease to operate during the period of the Contract, a new variation arrangement will be negotiated by mutual agreement. If agreement cannot be reached, the Contract may forthwith be determined by either party by written notice to the other.

10. ASSIGNING OR SUBLETTING

The Contractor shall not without the previous consent of the Principal in writing, assign transfer mortgage charge encumber sublet or subcontract the Contract, or any part thereof. The Contractor shall not assign transfer mortgage, charge, or encumber, all or any of the moneys payable or to become payable or any other interest or benefit under the Contract without the consent in writing of the Principal being first obtained. Any consent shall not

discharge the Contractor from any liability in respect of the Contract, and shall extend only to the assignment or other transaction actually consented to and shall not be deemed a consent to any other assignment of transaction nor to prevent any proceedings for any subsequent breach of this condition any may be granted or withheld or made subject to conditions in the absolute discretion of the Principal.

11. TERMINATION OF CONTRACT

11.1 Where the Contractor

- (a) fails to supply and provide the Services on the due date or dates or at the location or locations specified in the Contract or in any order or to duly and punctually observe and perform all or any of the terms or conditions set out in the Contract; or
- (b) fails to remedy within seven days after receipt of a complaint any improper or unacceptable behaviour or activities by the service company or their employees/agents which can reasonably be shown to affect the provision or quality of service under the Contract
- (c) assigns subcontracts or sublets the Contract, or any part thereof, or assigns, mortgages, charges, or encumbers, or attempts to assign, mortgage, charge, or encumber, all or any of the moneys payable or to become payable under the Contract, or any other interest or benefit whatsoever arising, or which may arise, under the Contract without the consent in writing of the Principal being first obtained; or
- (d) (if an individual) becomes bankrupt; or
- (e) (if a corporation) goes into voluntary or compulsory liquidation or goes into receivership or enters into voluntary administration; or
- (f) makes an assignment of its estate for the benefit of its creditors, or makes an arrangement or composition with its creditors; or
- (g) includes any statement fact information representation or material in its Tender which is false untrue or incorrect; or
- (h) fails in any manner to perform the Contract to the complete satisfaction of the Principal;

then, and in every such case, the Principal may give notice in writing to the Contractor terminating the Contract, whether there are any orders remaining to be filled or not and engage or contract with any person or corporation other than the Contractor to perform and complete the same.

11.2 The Shire of Menzies reserves the right to immediately make arrangements for the provision of services to meet the needs of ratepayers as specified in the tender document. Further, that all costs involved in securing a new service over and above that which would have been paid to the original contractor or service provider during the contract period will be recovered.

Nothing in this part will preclude the Shire of Menzies from recovering damages suffered from the contractor/service company as a result of early termination of the contract.

- All damages and expenses incurred by the Principal under or by virtue of the provisions of sub-clause 11.1 shall be ascertained and certified to by the Officer, and shall be deducted from any money that may be then due, or may thereafter become due to the Contractor, or that may have been deposited by itself as security in respect of the Contract. If the money then due, or thereafter becoming due to the Contractor, or deposited by itself as aforesaid, shall be not sufficient for that purpose, the balance remaining unpaid shall be a debt due by the Contractor to the Principal, and may be recovered from the Contractor in any Court of competent jurisdiction.
- 11.4 If the Contract is terminated the moneys which have been previously paid to the Contractor on account of the orders filled shall be taken by the Contractor as full payment and satisfaction for all orders executed under the Contract. All sums of money that may be due to the

Contractor and unpaid, and all sums of money (if any) held as security, shall be forfeited and may be retained by the Principal.

- 11.5 Upon termination of the Contract all moneys previously paid to the Contractor shall be deemed to be in full satisfaction of all claims of the Contractor of any kind or description whatsoever under or in respect of the Contract.
- 11.6 Upon termination of the Contract any alliance under the contract will come to an end.

12. FAILURE TO SUPPLY

Where a state of emergency exists or where the Contractor is unable or fails (for whatever reason) to supply and provide the Services at any time or in any place the Principal may without being liable in any way to the Contractor obtain or acquire such Services as it requires during the state of emergency or at that time or in that place (as the case may be) from any other source supplier or provider thereof. The existence of a state of emergency shall be determined by the Principal in its sole discretion.

13. POWER TO ACT FOR THE PRINCIPAL

Anything to be done or performed by the Principal may be done and performed by any person duly authorised by the Principal.

14. VARIATION OF CONTRACT TERMS

None of the terms of the Contract shall be varied, waived, discharged or released either at law or in equity, unless by the express agreement of the Principal in writing.

15. SUSPENSION OF PAYMENTS

Should the Contractor refuse or neglect to carry out the instructions of the Principal in regard to any matter connected with the Contract, the Principal may suspend all payments to the Contractor until such instructions have been complied with.

16. DEDUCTION OF CHARGES OR DEBTS

- 16.1 Without limiting the Principal's rights under the any of the foregoing clauses hereof any debt due from the Contractor to the Principal may be deducted by the Principal from any moneys which may be or thereafter become payable to the Contractor by the Principal, and if such moneys are insufficient for this purpose, then from the Contractor's security under the Contract. Nothing in this clause shall affect the right of the Principal to recover from the Contractor the whole of the debt or any balance that remains owing after deduction.
- The Contractor hereby acknowledges and agrees that all moneys becoming payable by the Contractor in respect of the Contract and all costs, expenses, losses, and damages hereinbefore mentioned, and for which the Contractor shall become liable at any time under the Contract, may be deducted and paid by the Principal from any sum or sums due, or which may become due, to the Contractor under or in respect of any other contract or contracts which may be subsisting between the Contractor and the Principal for the time being.

17. PAYMENT

- 17.1 The Principal shall pay or cause to pay to the Contractor, upon the certificate of the Officer, all sums of money due or to become due to the Contractor under the Contract, in the amounts and at the times set forth in the Contract, and shall pay or hand over the Security (if any) deposited to the Contractor within fourteen days after the Officer has certified that the Contract has been satisfactorily completed. Failure by the Principal to pay the amount payable at the due time will not be grounds to vitiate or avoid the Contract.
- 17.2 Where the Contract is a schedule of prices Contract to be executed at the rates or prices given in the Contract, then the Services shall be paid for at their schedule rates and not at the total amount of the Contractor's tender.
- 17.3 The Contractor shall not be entitled to any interest, credit charge, service fee or any other fee or charge for extending credit or allowing time for the payment of money becoming due for the provision of Services unless expressly provided for in the Contract.
- 17.4 The Principal shall not be obliged to pay accounts of the Contractor unless received by the paying officer nominated on the Order.
- 17.5 The Contractor must provide the Principal with an invoice containing a reference to the number and date of the Order and a correct statement of the Services after the completion of the Service or an Order.

An invoice containing a reference to the number (requisition #) and date of the request (or order) shall be forwarded by the Contractor to the Principal after completion of provision of the Service. Invoices to include the following detailed information:

- Accurate statement of Services provided for each item listed on the invoice;
- Applicable rate:
- The total GST applicable for the invoice and the overall invoice total inclusive of GST.
- 17.5 Unless the parties agree otherwise in writing, the Principal will pay amounts due to the Contractor under the Contract in accordance with the Council's terms of payment which are, unless the Principal notifies the Contractor otherwise, 30 days from the end of the month in which the Council receives the Contractor's invoice.
- 17.6 All periods for payment of invoices shall be calculated from the date of preparation of the invoice.

18. SERVICE OF NOTICES

Any notice, order, instruction or communication required to be, or that may be served on or given to the Contractor by the Principal or the Officer shall be deemed to have been sufficiently issued or given to or served upon the Contractor if it is handed to the Contractor or is sent by prepaid cost to or is left at the address of the Contractor stated in its Tender or at such other address as is notified in writing by the Contractor to the Principal.

19. CONTRACTOR TO INFORM ITSELF

The Contractor shall be deemed to have:

- (a) examined carefully and to have acquired actual knowledge of the contents of the Drawings, Specification, Schedules, Bills of Quantities (if any), Conditions of Tendering, these General Conditions of Contract and the Special Conditions of Contract (if any) and any other information made available in writing by the Principal to the Contractor for the purpose of tendering; and
- (b) examined the site and its surroundings; and
- (c) satisfied itself as to the correctness and sufficiency of its tender and that its price covers the cost of complying with all its obligations under the Contract and of all matters and things necessary for the due and proper performance and completion of the contract.

Failure by the Contractor to do all or any of the things it is deemed to have done under this clause will not relieve the Contractor of its liability to perform and complete the Contract in accordance with the terms and conditions thereof.

20. COMPLYING WITH STATUTORY REQUIREMENTS

- 20.1 The Contractor shall comply with the requirements of all Acts of the Parliament of the Commonwealth and with the requirements of the provisions of all Acts of the Parliament of the State of Western Australia and with the requirements of all ordinances, rules, regulations, by-laws, orders, codes of practice and proclamations made or issued under any such Act and with the lawful requirements of public and other authorities in any way affecting or applicable to the Services or the performance of the Contract.
- 20.2 Without limiting in any way the generality of the foregoing, the Contractor shall duly and punctually observe, perform and comply with the provisions of the Occupational, Safety and Health Act 1984 and all improvement notices, prohibition notices and codes of practice (if any) issued thereunder and having application to this Contract.
- 20.3 If, in the opinion of the Contractor, the provisions of any document forming part of the Contract are at variance with any such requirements, the Contractor shall give written notice to the Principal specifying the departure from such provisions which he considers necessary to comply with such requirements.

21. PROPERTY DAMAGE AND PUBLIC RISK

- Subject to the next succeeding paragraph of this clause, the Contractor shall indemnify and keep indemnified the Principal against all loss of or damage to the property of the Principal and from and against any claim, demand, action, suit or proceeding that may be made or brought by any person against the Principal, or the employees, professional consultants or agents of the Principal or any of them in respect of personal injury to or the death of any person whomsoever or loss of or damage to any property whatsoever arising out of or as a consequence of the supply or provision of the Services by the Contractor or its employees, agents or sub-contractors and also from any costs and expense that may be incurred in connection with any such claim, demand, action, suit or proceeding.
- 21.2 The Contractor shall not, under the last preceding paragraph of this clause, be rendered liable for or in respect of personal injury to or the death of any person or loss of or damage to property resulting from any breach by the Principal of any provision of the Contract or any negligent act or omission of the Principal, or the employees, professional consultants or

agents of the Principal or for or in respect of any claims, demands, actions, suits or proceedings, costs and expenses whatsoever in respect thereof or in relation thereto.

22. INDEMNITY

- 22.1 The Contractor shall indemnify and keep indemnified the Principal against all loss of or damage to the property of the Principal and from and against any claim, demand, action, suit or proceeding that may be made or brought by any person against the Principal or employees, professional consultants or agents of the Principal or any of them in respect of personal injury to or the death of any person whomsoever or loss of or damage to any property whatsoever arising out of or as a consequence of the sale or delivery of the Goods or the supply or provision of the Services by the Contractor or its employees, agents or subcontractors and also from any costs and expenses that may be incurred in connection with any such claim, demand, action, suit or proceeding.
- 22.2 Notwithstanding the preceding paragraph, the Contractor shall not be rendered liable for personal injury to or the death of any person or loss of or damage to property resulting from any breach by the Principal of any provision of the Contract or any negligent act or omission of the Principal, or the employees, professional consultants or agents of the Principal nor for any claims, demands, actions, suits or proceedings, costs and expenses whatsoever in respect thereof or in relation thereto.

23. INSURANCE

23.1 Without limiting its obligations and responsibilities, the Contractor shall take out Insurance for the entire Contract period under the following headings;

(a) Public Liability:

A Public Liability policy with an Insurer approved by the Australian Prudential Regulation Authority (APRA) as per their list of Insurers Authorised to Conduct New or Renew Insurance Business in Australia.

The policy of Public Liability Insurance taken out by the Contractor is to provide a minimum limit of liability of \$5 million (AUD\$5,000,000) in respect of Death, Property Damage and Bodily Injury.

(b) Workers Compensation:

The Contractor shall effect and keep in effect during the currency of the Contract such Insurance as may be necessary to adequately protect the Contractor and the Principal in respect of liability for payment of compensation to any Employee of the Contractor or of a Subcontractor of the Contractor under the Workers' Compensation and Injury Act 1981 or at Common Law.

(c) **Professional Indemnity:**

Where the Contract involves the provision of professional services and/or advice, the Contractor is to take out a Professional Indemnity Insurance policy with an Insurer approved by the Australian Prudential Regulation Authority (APRA) as per their list of Insurers Authorised to Conduct New or Renew Insurance Business in Australia.

The policy of Professional Indemnity Insurance taken out by the Contractor will have a limit of Liability based upon a figure agreed by the Principle and Contractor as per the attached Schedule however; the limit of Liability will not be less than \$5 million (AUD\$5,000,000).

- 23.2 The Contractor is to provide the Principle with Certificates of Currency and/or a copy of the Policy wording confirming as laid down within the tender document (if not mentioned, within seven (7) days) that the above Insurance policies are in place for the entire Contract period.
- 23.3 The Contractor at the discretion of the Principle may be required to provide the Principle with a Risk Management Plan relating to the Contract in accordance with AS/NZS 4360-2004 Risk Management.
- 23.4 The Contractor at the discretion of the Principle may be required to detail the Principle as a Joint Named Insured under some or all of the Insurances detailed under Clause 23.1 and/or detail the Principles Interest by way of notation on Certificates of Currency.

24. CONFLICT OF INTEREST

- 24.1 The Contractor warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing the Contract no conflict with interests of the Principal exists is likely to arise in the performance of the Services.
- 24.2 If, during the performance of the Contract, a conflict of interest arises, or appears to arise, the Contractor agrees to:
 - (a) Notify the Principal immediately in writing.
 - (b) Make full disclosure of all relevant information relating to the conflict; and
 - (c) Take such steps as the Principal may reasonably require to resolve or otherwise deal with the conflict.
- 24.3 If the Contractor does not notify the Principal or is unable or unwilling to resolve or deal with the conflict as required, the Principal may terminate the Contract.
- 24.4 The Contractor agrees that it will not, and will use its best endeavours to ensure that any officer, employee, agent or subcontractor of the Contractor does not, engage in any activity or obtain any interest during the course of the Contract that is likely to conflict with or restrict the Contractor in providing the Services to the Principal fairly and independently.

25. WARRANTIES

The Contractor shall obtain warranties as specified in the Contract and shall ensure that the Principal will have the benefit of the warranties. The Contractor shall ensure that the Principal will have the benefit of any warranties specified in the Contract that are obtained by the sub-contractors of the Contractor.

26. PATTERNS, JIGS, DIES AND DRAWINGS

If for the purpose of performing the Contract it is necessary for the Contractor to make, purchase or otherwise acquire any pattern, jig, die, drawing or other aid to manufacture or production and the cost of such making purchase or acquisition is included in the Contract Price the pattern, jig, die, drawing or other aid to manufacture or production is to become the property of the Principal, the Contractor shall deliver it properly packed and labelled to a point of delivery nominated by the Principal before completion of the Contract.

27. OWNERSHIP

All works items materials or information of whatever nature produced or developed by the Contractor or under the direction of the Contractor pursuant to or in the course of providing the Services shall be and become the sole and complete property of the Principal whether such property is tangible or is in the nature of industrial or intellectual property rights (including copyright and rights of confidential information). The Contractor must not use any such works, items, materials or information otherwise than for the purpose of performing the Services hereunder without the prior written consent or license of the Principal first had and obtained.

28. CONFIDENTIALITY

Neither party to the Contract shall release any document or article or divulge any information concerning the details of the Contract, without the other party's prior written approval, unless the information is publicly known or required to be disclosed by law.

This clause shall survive the termination of the Contract.

29. RELATIONSHIP OF PARTIES

Nothing contained in the Contract shall be deemed to constitute a relationship between the Principal and the Contractor other than the relationship of a principal and an independent contractor. The Contract shall not be construed so as to constitute a relationship of an employer and employee or a principal and agent between the Principal and the Contractor.

30. INDUSTRIAL AWARDS

- With respect to all work done in Western Australia under the Contract, the Contractor shall observe, perform and comply in all material respects with all relevant Industrial Awards, Industrial Agreements and orders of Competent Courts or Industrial Tribunals applicable to the Services and the work to be done under the Contract.
- 30.2 Failure by the Contractor to comply with sub clause 30.1 hereof shall entitle the Principal by notice in writing to the Contractor to forthwith terminate the Contract, but without prejudice to any other rights or remedies of the Principal.

31. SEVERABILITY

If any part of the Contract is or becomes void or unenforceable, then that part shall be severed from the Contract with the intent that all parts which are not or do not become void or unenforceable shall remain in full force and effect and be unaffected by any severance.

OFFICERS RECOMMENDATION - COUNCIL RESOLUTION NO: 0101

MOVED Cr I.R. Tucker

SECONDED Cr C.K. Purchase

That Council call tenders for the supply of Road Sealing Services for a 2 year Period Panel Contract for the following.

- · Grader 140H or similar
- · Frontend Loader 2.5m3 to 3.0m3
- · Dozer D7 or similar
- · Watercart Roadtrain 45,000litre minimum
- · Watercart Truck 10,000litre minimum
- · Roadtrain side tipper
- 6 wheel End Tipper
- · Dual smooth/Padfoot roller 16tonne minimum
- · Multi tyre roller 16tonne minimum
- · Machinery float
- Traffic Management
- · All Camp Facilities
- · Any Plant items offered
- · Plumber
- · Electrician
- · Structural Engineering
- Building maintenance
- Carpenter
- · Mechanical services
- Septic Pump out and Maintenance Services

Carried 5/0

12.01pm

MOVED: Cr. C.K. Purchase

SECONDED: Cr. I.R. Tucker

That Council adjourn for lunch.

2.00pm.

MOVED: Cr. P.J. Twigg

SECONDED: Cr. I.R. Tucker

That Council resume the meeting.

Cr. E. Hansen did not resume the meeting.

No: 9.8 PROPOSED ROAD CLOSURE – CRUSOE AND AN UN-NAMED ROAD RESERVE.

SUBMISSION TO: Ordinary Meeting of Council – 24th January 2012

LOCATION: Shire of Menzies

APPLICANT: C. McAllan

FILE REF: Status 1054/R6/6

DISCLOSURE OF INTEREST: The author has no interest to disclose in this item

DATE: 19th January 2012

AUTHOR: C. McAllan, Deputy Chief Executive Officer

SIGNATURE OF AUTHOR:

SENIOR OFFICER: L.P. Strugnell, Chief Executive Officer

SIGNATURE OF SENIOR OFFICER:

SUMMARY:

To consider the matter of the proposed Road Closure of Crusoe Street and an un-named Road Reserve.

BACKGROUND:

This item was addressed in August 2010 and November 2010 and supported the Road Closure. The Closure was advertised and no objections were received. It is unsure what progress if any has been made since. On 4th October 2011, a letter was received from the Department of Regional Development and Lands as below:

Dear Sir/Madam,

Re: proposed Road Closure Florence Street Road Reserve, dedicated Road 9212, Un –named Road on Deposited Plan 222801 - Shire of Menzies.

Thank you for your correspondence dated 30 August 2010 and further correspondence at 7 December 2010 regarding the proposed road closures for the above mentioned roads. I have enclosed for your information previous correspondence dated 17 September 2010 advising that this matter has been recorded. The Shire of Menzies (the Shire) will be required to comply with section 58 of the Land Administration Act 1997.

To date the Department of Regional Development and Lands (RDL) has received a copy of the advertisement of Road Closure only.

Please be advised that in order to progress this matter we request that the Shire forward a sketch plan of the proposed Road Closure – clearly showing the proposed road reserves to be closed. To facilitate this matter RDL requires the comments of the Shire regarding amalgamation of closed road reserves into adjoining road reserves. Additionally the Shire would be responsible for the survey and cost related to the proposed road closure.

If you have any further enquiries, please contact me on (08) 6552 4708

Yours sincerely

Sean Browne

For Manager

State Lands - South East

Lands Division

COMMENT

A copy of the 17th September letter, Road Closure advertisement and map is attached.

CONSULTATION: Nil

STATUTORY ENVIRONMENT: Nil

Government of Western Australia Department of Regional Development and Lands

2 3 SEP 2010

ENTERED

Lands Division

Your ref:

00752-2010 Job: 103052 Our ref:

Enquiries: Ph: (08) 93475051 Fax: (08) 93475004

terri.newman@lands.rdl.wa.gov.au

17 September 2010

Shire of Menzies PO Box 4 MENZIES WA 6436

Attention of Mr Brian Seale

Dear Brian

PROPOSED ROAD CLOSURES FLORENCE ST ROAD RESERVE,, DEDICATED ROAD 9212, UNNAMED ROAD ON DEPOSITED PLAN 222801 - SHIRE OF MENZIES

Thank you for your letter dated 30 August 2010 regarding the proposed road closures for the above mentioned roads. I wish to advise the Department of Regional Development and Lands (RDL) has recorded this matter.

Please note the Shire of Menzies (the Shire) will be required to comply with Section 58 of the Land Administration Act 1997

Accordingly RDL will hold this matter in abeyance until the Shire provides copies of clearances from the relevant service agencies, comments from the Department of Planning and related advertisements of the road closures.

Yours sincerely

TERRI NEWMAN for MANAGER

State Lands - SOUTH EAST REGION

Lands Division

VAL SORUE MINER SATURDAY, DETOBER 1, 2010

SHIRE OF MENZIES

Pulsuant to Clause Se of the land Administration Act (1997), the Shire of Menzies proposes to close two roass within the Menzies Town site as follows:

- I. Assection of Crusoe Road between Walsh Street & Stanton Street Mentiles.
- 2. in unnamed Road deserve commencing a shenton Street converging at Walsh Street a crusoe Road Menzies

Should any concerns be raised over these proposed closures, objections in writing are to be directed to the Shire office within thirty five (35) days from the date of this advice (i.e. November 12th 2010).

B W Seale JP Chief Executive Officer Afric Of MENZIES 9024 2041 PO Box 4 MENZIES WA 6436

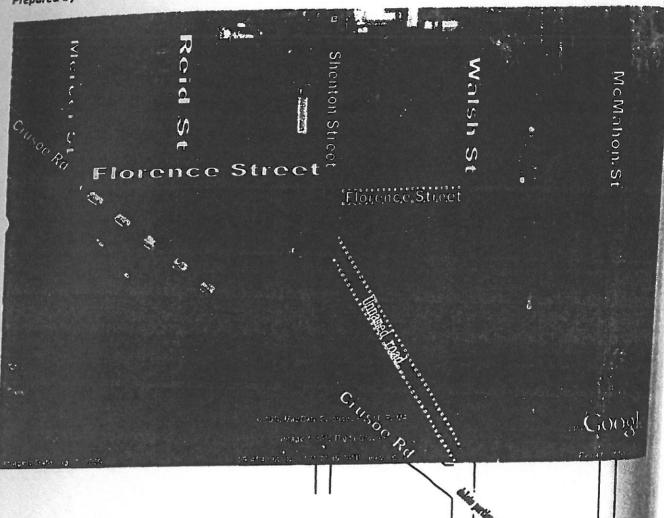


orence Street - deletion of non gazetted road reserve

Unnamed Road - deletion of gazetted road reserve

Crusoe Rd – deletion of portion of gazetted road reserve, Walsh St to McMahon St.

Prepared by Justin Lee (9th August, 2010)



POLICY IMPLICATIONS:

Nil

FINANCIAL IMPLICATIONS:

Nil

VOTING REQUIREMENTS:

Simple Majority

OFFICERS RECOMMENDATION - COUNCIL RESOLUTION NO: 0102

MOVED Cr I.R. Tucker

SECONDED Cr. C.K. Purchase

That Council consider the matter of the proposed road closure – Florence Street Road Reserve, dedicated Road 9212, Un–named Road on Deposited Plan 222801 and record whether to proceed or not.

That the relevant section of the road be surveyed with survey points established then report back to Council

Carried 4/0

No: 9.9 KPMG – SHIRE OF MENZIES STRATEGIC COMMUNITY PLANS

SUBMISSION TO: Ordinary Meeting of Council – 24th January 2012

LOCATION: Shire of Menzies

APPLICANT: L.P. Strugnell, Chief Executive Officer

FILE REF:

DISCLOSURE OF INTEREST: The author has no interest to disclose in this item.

DATE: 20 January 2012

AUTHOR: L.P. Strugnell, Chief Executive Officer

SIGNATURE OF AUTHOR:

SENIOR OFFICER: L.P. Strugnell, Chief Executive Officer

SIGNATURE OF SENIOR OFFICER:

SUMMARY:

Edward Bryant – Senior Advisor KPMG advises that KPMG will attend a meeting in Menzies on 7 February 2012 to update the Councillors and CEO on the significant shortfalls to be addressed to achieve the Integrated Strategic Planning.

BACKGROUND:

Council has not progressed very far with Asset Management Planning and Council will need to utilise KPMG to prepare the required documentation under what is known as Option C.

Option C is outlined in pages 8, 9, and 10 in Attachment 1 – Asset Management Options and Clarification.

Edward Bryant has forwarded the following relating to the proposed visit to the Council on 7 August, 2012.

'This email is designed to summarise the key points of our discussion and to prepare for the coming months.

Strategic Community Planning

In terms of the SCP, the Shire of Menzies still has significant shortfalls to achieving the ISP requirements, fundamentally challenged by the sustainability of the Shire in the medium/long term. Our visit on 7 February will entail a discussion of the key parts of SCP with reference to ISP requirements and the SCP template, a step through of the finance function and key points around this and its linkages with SCP.

Site Visit

Please find attached a proposed agenda for the meeting on 7 February. We are happy to discuss the content with you and have made suggestions for the attendance.

Asset Management Options

Early next week we will provide you with a detailed run down of the Asset Management Option C which applies to the Shire of Menzies.

Peter, we will provide you with all other supporting documentation in advance of the 7 February meeting, including the SCP template and we look forward to speaking with you in the not too distant future. Please don't hesitate to give one of us a call should you have any queries about the content of this email or anything else.

Shire of Menzies SCO Site Visit

Suggested Agenda

To be held on 7 February 2012 9.00am

Venue: Shire Offices

GERCG

Participants

Shire President and Shire Councillors
Peter Strugnell, CEO Shire of Menzi9es
Edward Day, Manager KPMG
Edward Bryant, Senior Advisor KPMG
Other participants to be determined by Peter Strugnell

Meeting Purpose

- Strategic Community Planning and Community Engagement
- We are happy to discuss the content
- Councillors could be in attendance for all sessions or sessions 1, 2, and 3

Item	Agenda Items	Description	Suggested
			Participants
1	Introduction	Setting the scene, explaining the purpose of	Councillors
	- Objectives of the workshop	local government reform and how the	
	- Backround	Integrated Strategic Planning (ISP)	CEO
	. Local government reform/sustainability	framework is designed to support local	
	. ISP framework	government sustainability into the future.	
2	Role of Councillors:	Clarifying the central role that councillors	Councillors
		have in the ISP process. Councillors	3
	- In the new reform framework	provide leadership by ensuring that	CEO
	- In Strategic Community Plan (SCP) community	communities are actively engaged and local	
	engagement	government administration is held	
	- Importance of councillor leadership	accountable for delivering community	
		priorities.	
3	Financial Session	Understanding the financial impacts of	Councillors
		assets and the link with the Council	CEO
4	Visioning	Articulating what the Shire will look like	CEO
		and the services that:	
		- structure of the vision	
		- what can be achieved?	
		- what aspirations does the community	
	M	hold for the shire?	
5	Strategic Community Plan	Strengthening current Strategic Plan/s to	Councillors
	- review and consider current plans/documents	meet ISP requirements for an SCP	CEO
	- identify gaps		
	- build on existing plans		
	- community engagement?		
6	Action Plan	Develop action plans based on the	Councillors
	- Next steps	workshop outputs	CEO

Close?

COMMENT:

It is important that Councillors attend either in person or by teleconference as the Acting CEO is not aware of what interaction Council has had with the community and details of any long term planning are virtually non-existent.

At the Ordinary Council Meeting of 24 January 2012 address Items 1 to 4 and have an agreed position to take to the meeting on 7 February 2012.

CONSULTATION:

Edward Day – Manager KPMG Edward Bryant – Senior Advisor KPMG Cr G Dwyer - President

STATUTORY ENVIRONMENT:

Not applicable at this state

POLICY IMPLICATIONS:

Nil

FINANCIAL IMPLICATIONS:

Nil

VOTING REQUIREMENTS:

Simple Majority

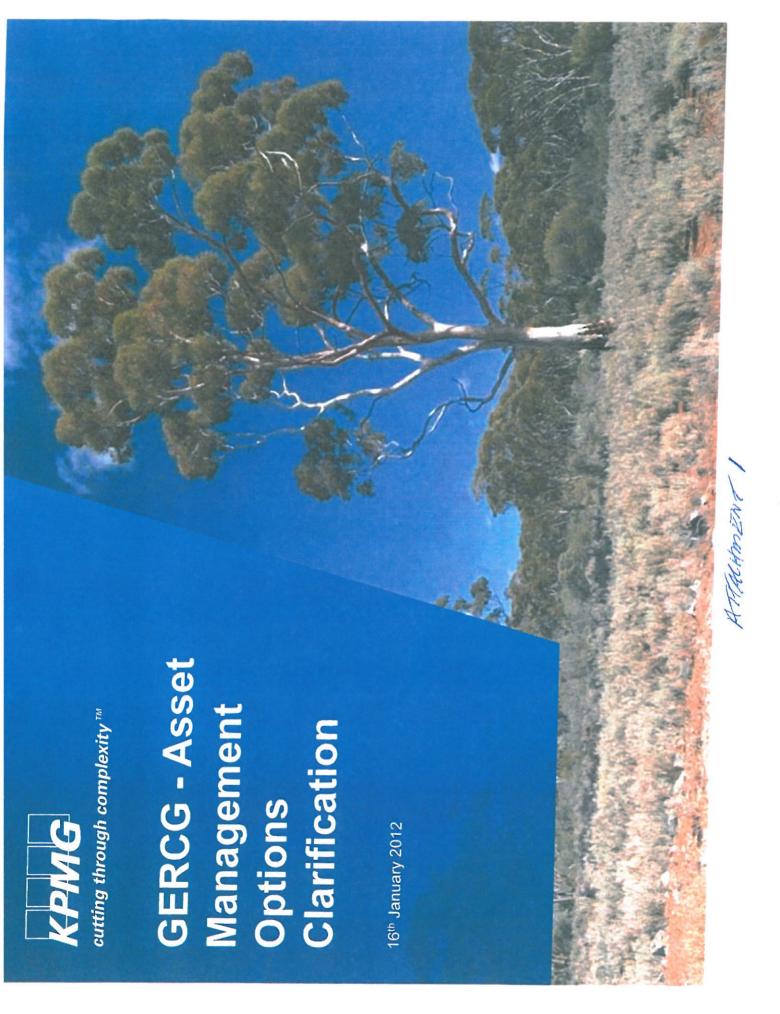
OFFICERS RECOMMENDATION - COUNCIL RESOLUTION NO: 0103

MOVED Cr C.K. Purchase

SECONDED Cr P.J. Twigg

- 1. That all Councillors endeavour to attend the meeting with KPMG for the purpose of Strategic Community Planning and Community Engagement either in person or by teleconference.
- 2. Record at the meeting with KPMG how councillors believe the Shire will look like in 10 years and what services will be provided.

Carried 4/0

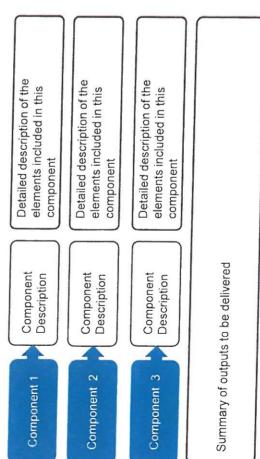


Background

At the GERCG Board Meeting held in Kalgoorlie on the 15th December 2011, it was requested that further clarity be provided on the three Asset Management Options presented in our proposal. Specifically, the Board requested further detail on what was included in each of the three options priced. Additionally the concept of an Option D was raised that could involve a greater level of mentoring and support for Local Government staff than already included in Option C.

Document Structure

The description of each option is presented in the same common structure for each of reference.



Option Pricing

Based on the option selected, an individual work package will be created to ensure each Local Government is priced individually and the deliverables meet the varying needs of each Local Government.

Further information

Should you wish to discuss this document in further detail please contact either Chris Morrison or Edward Day.

Chris Morrison

Local Government Reform Program Director

camorrison@kpmg.com.au

Edward Day

Local Government Reform Project Manager

eday1@kpmg.com.au

Asset Management Option A

Gap Analysis

Gap analysis of the Local Government's approach to asset management against good practice.

Renewal, Upgrade & New which is vital for developing a Renewal model and credible Workshop 1 which is the introductory workshop to introduce the key principles of Asset Assessment Framework. Completion of the NAMAF Scorecard and identification of The WAAMI Program is a minimum of 4 workshops over 2 years. Option A includes only Management, in particular the Standard Definitions of Maintenance, Operation, LTFP. It also introduces the National Asset Management & Financial Planning (NAMAF) improvement tasks forms part of the Introductory WAAMI.

Data Accuracy

management data based of a sample of current of existing asset accuracy Review of data.

As part of the Introductory WAAMI Workshop, each Local Government is provided with a sample template Asset Management Policy. It is up to each Local Government to amend the policy to suit their own need.

Management Framework under the Integrated Planning & Reporting Framework. The AM Imp Strategy template will be accompanied by some practice notes to aid completion be each Local Government. Utilising the improvement tasks identified via the completion provide comment for improvement. The AM Imp Strategy sets out where Council is now need to be implemented to get there, who in the organisation is responsible for delivering each improvement task, the timelines in which each improvement task is to

with AM, where it wants to be in 5 years time, the high level improvement tasks that

be delivered and the resources required (\$ or Officer time) to deliver the improvement

We will review each AM Improvement Strategy and

of the NAMAF Scorecard, each Local Government is to complete the AM Imp Strategy

utilising their own resources.

aligns with the Core requirements of the NAMAF and the State Government's Asset

We will develop a template Asset Management Improvement (AM Imp) Strategy that

Action Planning

to bring the Local Government's approach in line with good practice. The plan will outline the inputs, activities and outputs that need to be completed. Local Government staff will be Establish an action plan to fill the gaps identified responsible for carrying out the plan.

The action plan will contain written guidance for to help Local Government staff to deliver the plan. In addition it will contain a summary of good practice identified in the region.

> sharing good Guidance &

practice

In order to develop a 1st Cut Renewal Gap for input to the Long Term Financial Plan, we will compile a desktop inventory of Infrastructure Assets in a format suitable to populate the Maloney Renewal Model. This Option does not include the collection of data. The desktop inventory will be based on readily available data from across the organisation If condition information is easily available, this will be used to populate the Moloney Model. If no condition information is available, assumptions will be made in consultation with Council Officers and default condition profiles will be utilised. Comment on the quality of the information utilised in the model will be made and provided to the Council for input to from sources such as ROMAN, Asset Register, Spread sheets etc. their AM Imp Strategy.

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Asset Management Option A – Summary Outputs

Summary Outputs

- Asset Management Policy in a template you can amend at Council level with written guidance
- Asset Management Improvement Strategy Template you can amend at Council level- with written guidance
 - Your scorecard gap analysis from your individual workshop plus actions to complete (gap analysis plan)

 - Your desktop inventory of your assets -populated from Council supplied information
- Copy Asset Management Plan template you can amend at Council level with written guidance Asset management action plan for improvements
- A copy of the presentation from the site visit discussion notes, attendees and any agreed outcomes

It should be noted that Council will have to complete a range of work under this option

Asset Management Option B

WAAMI Workshop

A one-day workshop for CEOs and Senior Managers to introduce the components parts of asset management best practice and to gain an understanding of the current asset management approach.

Asset Management Policy

A template Asset Management Policy and supporting Officer Report will be provided to each Local Government suitable for adoption by each Council.

Asset Management Improvement Strategy

Utilising the outcomes of the WAAMI Workshop, an Asset Management Improvement Strategy will be prepared that sets out in a structured way the gap in Asset Management systems, processes and data, priorities to fill the gaps, timeframes over which the gaps will be filled, responsibilities and resources required.

The WAAMI Program is a minimum of 4 workshops over 2 years. Option B includes only Workshop 1 which is the introductory workshop to introduce the key principles of Asset Management, in particular the Standard Definitions of Maintenance, Operation, Renewal, Upgrade & New which is vital for developing a Renewal model and credible LTFP. It also introduces the National Asset Management & Financial Planning (NAMAF) Assessment Framework. Completion of the NAMAF Scorecard (at Core level) and identification of improvement tasks forms part of the Introductory WAAMI.

As part of the Introductory WAAMI Workshop, each Local Government is provided with a sample template Asset Management Policy. It is up to each Local Government to amend the policy to suit their own need. We will provide a supporting officer report that can be used as a template for future reports and written notes. We will also assist with the Policy and Officer report to ensure they are ready for Council adoption.

We will develop a template Asset Management Improvement (AM Imp) Strategy that aligns with the Core requirements of the NAMAF and the State Government's Asset Management Framework under the Integrated Planning & Reporting Framework. Utilising the improvement tasks identified via completion of the NAMAF Scorecard, we will complete the AM Imp Strategy on behalf of each Local Government. The AM Imp Strategy sets out where Council is now with AM, where it wants to be in 5 years time, the high level improvement tasks that need to be implemented to get there, who in the organisation is responsible for delivering each improvement task, the timelines in which each improvement task is to be delivered and the resources required (\$ or Officer time) to deliver the improvement task.

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Asset Management Option B (cont'd)

Management Plan Service & Asset created

A high-level scale appropriate 'Draft' Core Service & Asset Management Plan (A-SAMP) and service level template

covering the five major asset classes of Roads, Buildings, Storm Water Drainage, Bridges & Parks. The A-SAMP template will align with the Core requirements of the NAMAF and the State Government's Asset Management Framework under the Integrated Planning & Reporting Framework and will be based on the structure outlined in IPWEA's International Infrastructure Management Manual. The A-SAMP template will be accompanied by practice notes to aid completion be each Local Government. Utilising the practice notes, each Local Government is to complete the A-SAMP utilising their own

resources. We will review each A-SAMP once and provide comment for

mprovement

We will develop a template Service & Asset Management Plan (A-SAMP)

Guidelines and integrates the requirements of Long Term Financial Plan that aligns with the Department of Local Government's LTFP Asset Management into the funding projections and plans.

Financial Plan

Long Term

be used by each GERCG member council to to the success of asset management. The Terms of Reference can be modified to establish a establish a SAWG. This internal group is critical Terms of Reference and Agenda Template can Regional SAWG.

Management Working

and Agenda Template

Terms of Reference

Group (SAWG) Service & Asset

We will develop a Long Term Financial Plan that aligns with the Department of Local Government's Long Term Financial Plan guidelines and which links to Asset Renewal Demand. This includes development of a 1st Cut Renewal Gap for input to the Long Term Financial Plan. We will compile a desktop inventory of Infrastructure Assets in a format suitable to populate the Moloney desktop inventory will be based on readily available data from across the organisation from sources such as ROMAN, Asset Register, Spread sheets etc. If condition information is easily available, this will be used to populate the Moloney Model. If no condition information is available, assumptions will be made in consultation with Council Officers and default condition profiles will Renewal Model. This Option does not include the collection of data.

be utilised. Comment on the quality of the information utilised in the model will be made and provided to the Council for input to their AM Imp Strategy. As part of the Introductory WAAMI Workshop, each Local Government is provided with a sample template terms of reference for a Service and Asset It is this group that guides the asset management journey for each Local Government Management Working Group.

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Asset Management Option B - Summary Outputs

Summary Outputs

- Asset Management Policy in a template you can amend at Council level plus a supporting officer report that can be used as a template for future reports and written notes. We will also assist with the Policy and Officer report to ensure they are
 - A completed Asset Management Improvement Strategy for your council
- A template Service & Asset Management Plan (A-SAMP) covering the five major asset classes of Roads, Buildings, Storm Water Drainage, Bridges & Parks inc written guidance notes
 - A Long Term Financial Plan that is linked to Asset renewal
- A sample template terms of reference for a Service and Asset Management Working Group
- Your scorecard gap analysis from your individual workshop plus actions to complete (gap analysis plan)
 - Your desktop inventory of your assets -populated from Council supplied information
 - Asset management action plan for improvements
- A copy of the presentation from the site visit, discussion notes, attendees and any agreed outcomes

It should be noted that Council will have to complete a range of work under this option but less than option A

Asset Management Option C

WAAMI Workshop

A one-day workshop for CEOs and Senior Managers to introduce the components parts of asset management best practice and to gain an understanding of the current asset management approach.

Asset Management Policy

A template Asset Management Policy and supporting Officer Report will be provided to each Local Government suitable for adoption by each Council.

Asset Management Improvement Strategy

Utilising the outcomes of the WAAMI Workshop, an Asset Management Improvement Strategy will be prepared that sets out in a structured way the gap in Asset Management systems, processes and data, priorities to fill the gaps, timeframes over which the gaps will be filled, responsibilities and resources required.

The WAAMI Program is a minimum of 4 workshops over 2 years. Option C includes only Workshops 1 and 2 which includes the introductory workshop to introduce the key principles of Asset Management, in particular the Standard Definitions of Maintenance, Operation, Renewal, Upgrade & New which is vital for developing a Renewal model and credible LTFP. It also introduces the National Asset Management & Financial Planning (NAMAF) Assessment Framework. Completion of the NAMAF Scorecard (at Core level) and identification of improvement tasks forms part of the Introductory WAAMI. Workshop 2 concentrates on introducing Level of Service, Asset management Plans, Renewal Gap, Roles and Responsibilities & update of Scorecard.

As part of the Introductory WAAMI Workshop, each Local Government is provided with a sample template Asset Management Policy. We will help each Local Government to amend the policy to suit their own need. We will provide a supporting officer report that can be used as a template for future reports and written notes. We will also assist with the Policy and Officer report to ensure they are ready for Council adoption.

We will develop a template Asset Management Improvement (AM Imp) Strategy that aligns with the Core requirements of the NAMAF and the State Government's Asset Management Framework under the Integrated Planning & Reporting Framework. Utilising the improvement tasks identified via completion of the NAMAF Scorecard, we will complete the AM Imp Strategy completion of the NAMAF Scorecard, we will complete the AM Imp Strategy on behalf of each Local Government. The AM Imp Strategy sets out where improvement tasks that need to be implemented to get there, who in the organisation is responsible for delivering each improvement task, the timelines in which each improvement task is to be delivered and the resources required (\$ or Officer time) to deliver the improvement task.

Asset Management Option C (cont'd)

Management Plan Service & Asset created

Management Plan (A-SAMP) that aligns with the Infrastructure National Asset Management & Financial Planning Assessment Framework (NAMAF) & Infrastructure Asset Classes to be included within the A-SAMP will be agreed with each Council. Please refer to the diagram on the A scale appropriate 'Draft' Core Service & Asset following page for an overview of this approach. (IIMM). International Manual Management **IPWEA's**

Long Term Financial Plan that aligns with the Department of Local Government's LTFP Guidelines and integrates the requirements of Asset Management into the funding projections and plans.

Financial Plan

Long Term

be used by each GERCG member council to establish a SAWG. This internal group is critical Terms of Reference can be modified to establish Terms of Reference and Agenda Template can to the success of asset management. a Regional SAWG.

Management Working

Service & Asset Group (SAWG) and Agenda Template

Terms of Reference

We will develop a Service & Asset Management Plan (A-SAMP) covering the & Parks. The A-SAMP template will align with the Core requirements of the NAMAF and the State Government's Asset Management Framework under the Integrated Planning & Reporting Framework and will be based on the there are gaps in knowledge and/or data, informed assumption is made and a five major asset classes of Roads, Buildings, Storm Water Drainage, Bridges Government. A 1st Cut Plan is the compilation of all existing asset knowledge from across the organisation and does not include data collection. Where recommendation made for inclusion in the AM Imp Strategy to schedule the structure outlined in IPWEA's International Infrastructure Management resources required to fill the gap in knowledge or data in a sustainable way as Manual. We will develop a 1st Cut A-SAMP in consultation with each Local some point in the future.

We will develop a Long Term Financial Plan that aligns with the Department of Local Government's Long Term Financial Plan guidelines and which links to Asset Renewal Demand. This includes development of a 1st Cut Renewal Gap for input to the Long Term Financial Plan. We will compile a desktop inventory of Infrastructure Assets in a format suitable to populate the Moloney Renewal Model. This option includes the supply of the Moloney Renewal model. However it does not include the collection of data. The desktop inventory will be based on readily available data from across the organisation condition information is easily available, this will be used to populate the Moloney Model. If no condition information is available, assumptions will be made in consultation with Council Officers and default condition profiles will be utilised. Comment on the quality of the information utilised in the model will be from sources such as ROMAN, Asset Register, Spread sheets etc. made and provided to the Council for input to their AM Imp Strategy. As part of the Introductory WAAMI Workshop, each Local Government is provided with a terms of reference for a Service and Asset Management Working Group. It is this group that guides the asset management journey for each Local Government

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Asset Management Option C - Summary Outputs

Summary Outputs

- An extra workshop to further raise awareness and to help complete the documents
 - Asset Management Policy and Officer report that are ready for Council adoption.
 - A completed Asset Management Improvement Strategy for your council
- A Service & Asset Management Plan (A-SAMP) covering the five major asset classes of Roads, Buildings, Storm Water Drainage, Bridges & Parks inc written guidance notes
 - A Long Term Financial Plan that is linked to Asset renewal
 - A Moloney Renewal Model
- Terms of reference for a Service and Asset Management Working Group
- Your scorecard gap analysis from your individual workshop plus actions to complete (gap analysis plan)
 - Your desktop inventory of your assets -populated from Council supplied information
 - Asset management action plan for improvements
- A copy of the presentation from the site visit discussion notes, attendees and any agreed outcomes

It should be noted that Council will have to complete a minimum range of work under this option. However implementation and ensuring day-to-day compliance will remain with the Council.

Asset Management Option D

WAAMI Workshop

Asset Management

Asset Management Improvement Strategy

Management Plan Service & Asset

Long Term Financial

and Agenda Template Terms of Reference

A one-day workshop for CEOs and Senior Managers to introduce the components parts of asset management best practice and to gain an understanding of the current asset management approach. A template Asset Management Policy and supporting Officer Report will be provided to each Local Government suitable for adoption by each Council.

Policy

Improvement Strategy will be prepared that sets out in a structured way the gap in Asset Management systems, processes and data, priorities to fill the Utilising the outcomes of the WAAMI Workshop, an Asset Management gaps, timeframes over which the gaps will be filled, responsibilities and resources required.

Assessment Framework (NAMAF) & IPWEA's International Infrastructure Management Manual (IIMM). Major Infrastructure Asset Classes to be SAMP) that aligns with the National Asset Management & Financial Planning included within the A-SAMP will be agreed with each Council. Please refer to A scale appropriate 'Draft' Core Service & Asset Management Plan (Athe diagram on the following page for an overview of this approach.

of Local Government's LTFP Guidelines and integrates the requirements of Asset Long Term Financial Plan that aligns with the Department Management into the funding projections and plans. Terms of Reference and Agenda Template can be used by each GERCG member council to establish a SAWG. This internal group is critical to the success of asset management. The Terms of Reference can be modified to establish a Regional SAWG.

 3rd Workshop recaps Asset Management Plans The WAAMI Program is a minimum of 4 workshops over 2 years. Option D includes workshops 3 and 4.

4th Workshop details Level of Service, final and refines Renewal Gap & updates scorecard. Review of Renewal Gap & updates scorecard.

Each workshop includes a session with Elected Members.

All as per Option C

mentoring to individual Local Governments. The amount provided will vary by Local Government and will be agreed as part of any Option D work This option includes telephone support and package.

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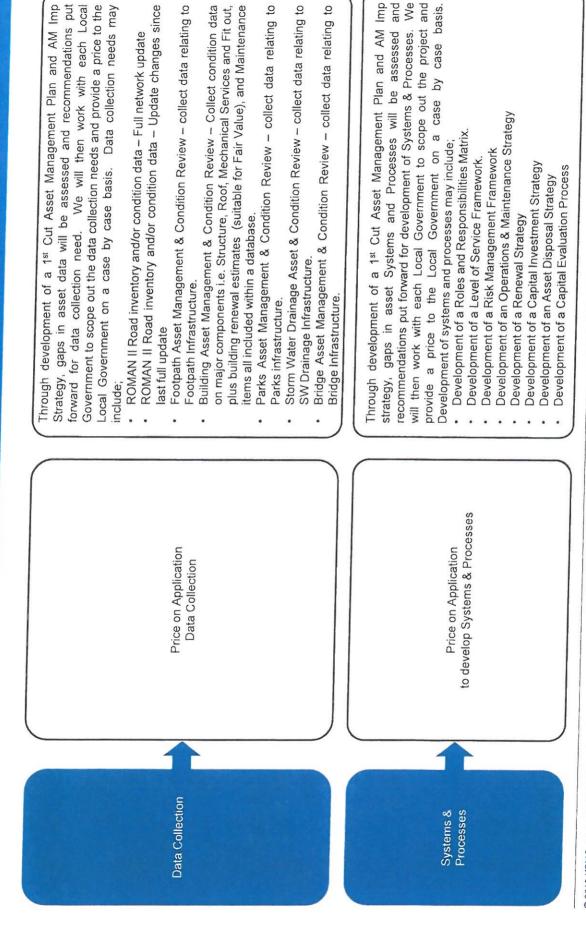
Asset Management Option D - Summary Outputs

Summary Outputs

- Two extra workshops to further raise awareness and to help complete the documents
 - A level of mentoring and support to be agreed as part of any Option D work package
 - Asset Management Policy and Officer report that are ready for Council adoption.
 - A completed Asset Management Improvement Strategy for your council
- A Service & Asset Management Plan (A-SAMP) covering the five major asset classes of Roads, Buildings, Storm Water Drainage, Bridges & Parks inc written guidance notes
 - A Long Term Financial Plan that is linked to Asset renewal
 - A Moloney Renewal Model
- Terms of reference for a Service and Asset Management Working Group
- Your scorecard gap analysis from your individual workshop plus actions to complete (gap analysis plan)
 - Your desktop inventory of your assets -populated from Council supplied information
 - Asset management action plan for improvements
- A copy of the presentation from the site visit discussion notes, attendees and any agreed outcomes

It should be noted that Council will have to complete a minimum range of work under this option. However implementation and ensuring day-to-day compliance will remain with the Local Government.

Additional options available (D+)



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No: 9.10 INTERPRETIVE SIGNS SHENTON STREET - INSURANCE QUERIES

SUBMISSION TO:

Ordinary Meeting of Council

LOCATION:

Shire of Menzies

APPLICANT:

L.P. Strugnell, Chief Executive Officer

FILE REF:

DISCLOSURE OF INTEREST:

The author is a member of the staff to which this

item applies.

DATE:

20 January 2012

AUTHOR:

L.P. Strugnell, Chief Executive Officer

SIGNATURE OF AUTHOR:

SENIOR OFFICER:

L.P. Strugnell, Chief Executive Officer

SIGNATURE OF SENIOR OFFICER:

SUMMARY:

Council staff have been trying to establish if the interpretive signs existing on the Shenton Street footpath are in fact covered by insurance or in case of an accident involving the signs, whether insurance cover could be denied.

This situation should be clarified before any further signs are erected.

BACKGROUND:

A number of steel signs have been erected at various locations in Shenton Street and more are housed in the works depot awaiting installation. Refer to attached photographs to view the construction of the signs and injuries they could cause if someone walked, ran or rode a pushbike into them.

COMMENT:

Refer to attached emails with Council's insurers or queries regarding insurance and the suggestions LGIS have made.

Staff have been under pressure from the provider of the signs to get them installed and the Acting CEO now seeks Council's views on how to proceed.

It is still not clear where Council stands if someone was injured in an accident with a sign.

The attachment indicates that 1800mm from the property/building line should be an obstruction free space. (Attachment 2).

CONSULTATION:

Cr G Dwyer - President

Local Government Insurance Scheme WA

STATUTORY ENVIRONMENT:

Appears contrary to Figure 2.4 of attachment 2

POLICY IMPLICATIONS:

Nil

FINANCIAL IMPLICATIONS:

Depending on the action Council directs to be

taken there could be significant costs

VOTING REQUIREMENTS:

Simple Majority

OFFICERS RECOMMENDATION - COUNCIL RESOLUTION NO: 0104

MOVED Cr C.K. Purchase

SECONDED Cr P.J. Twigg

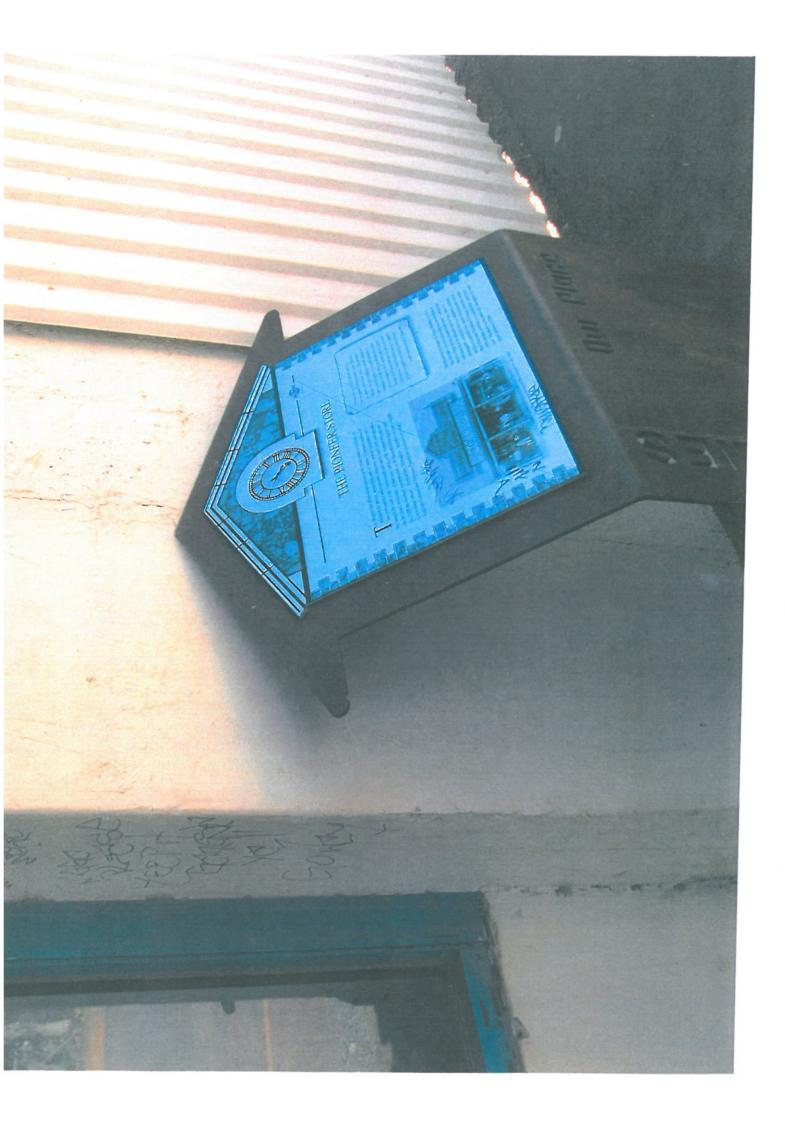
That Council:

- 1. Determine what action is to be taken in regard to the existing interpretive signs erected in Shenton Street:
 - straighten the signs out and mount them on the walls.
 - removing or altering catching points and adding vertical sides to box the sign in.
- 2. Determine what action to take with the new signs.

That this item be deferred to the February meeting.



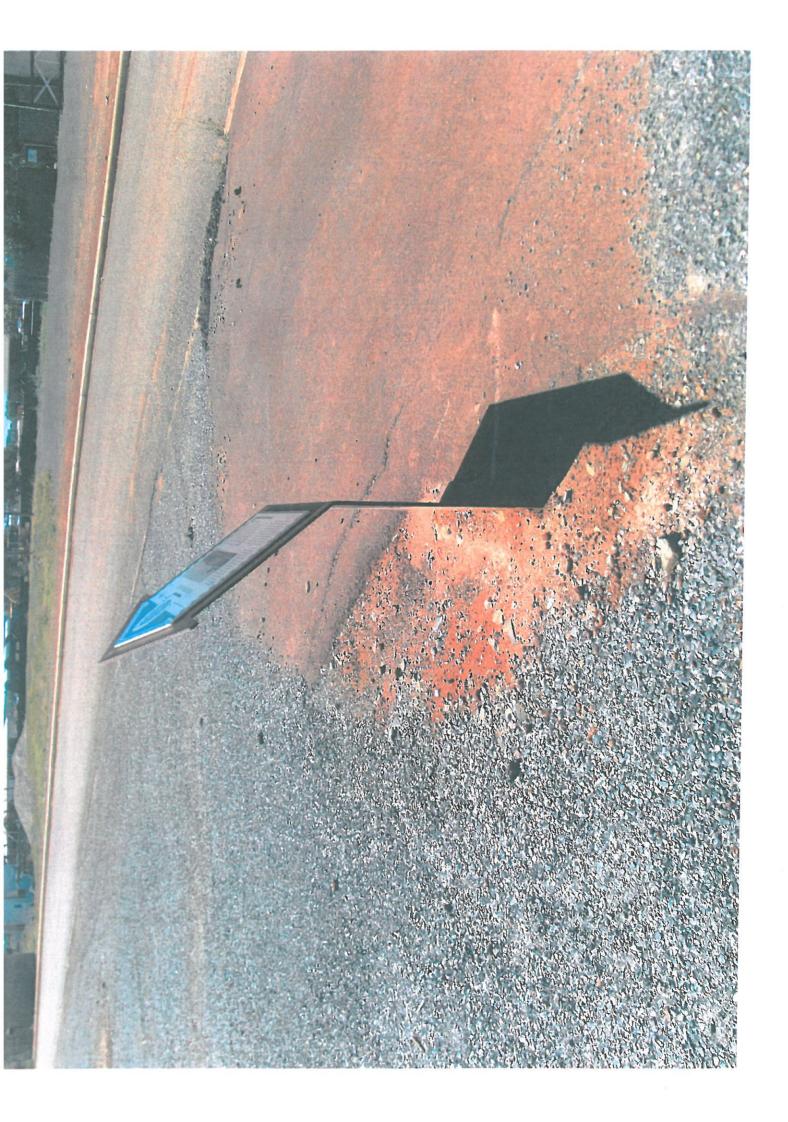


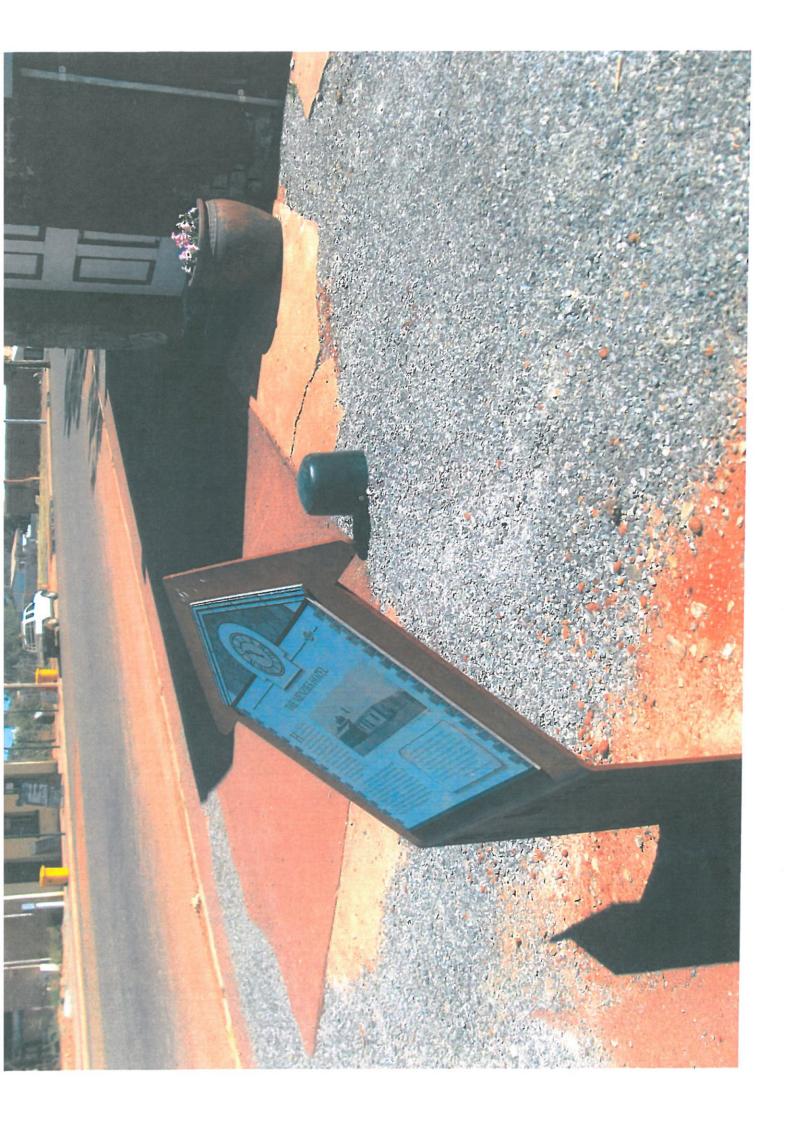














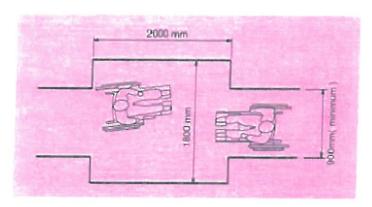


Figure 2.2 Passing Areas In Constrained Locations



Figure 2.3 Minimum Foutpath Widths

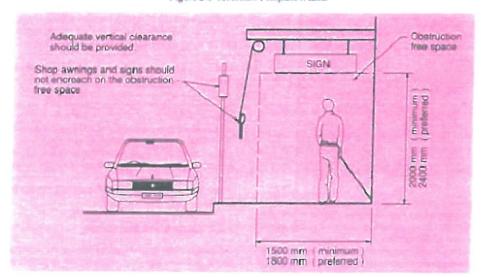


Figure 2.4 Envelope of Width and Height Requirements

Figure 2.4 is the relevant Standard - nothing on the path within 1800 of property/building line

No: 9.11 RAMELIUS RESOURCES LTD - REQUEST FOR MEETING

SUBMISSION TO: Ordinary Meeting of Council

LOCATION: Shire of Menzies

APPLICANT: L.P. Strugnell, Chief Executive Officer

FILE REF:

DISCLOSURE OF INTEREST: The author is a member of the staff to which this

item applies.

DATE: 20 January 2012

AUTHOR: L.P. Strugnell, Chief Executive Officer

SIGNATURE OF AUTHOR:

SENIOR OFFICER: L.P. Strugnell, Chief Executive Officer

SIGNATURE OF SENIOR OFFICER:

SUMMARY:

Ramelius Resources Ltd, a mining company, with interest in mining leases near Lake Barlee in the Shire of Menzies has requested a meeting with the CEO.

As the current Acting CEO is due to depart on February 15, 2012 it is considered that the President and one other elected member also attend in order that a continuous dialogue with the company can occur.

BACKGROUND:

Ramelius Resources Ltd recently agreed to purchase interests in an area which contains the Barlee gold resources with a view to commencing mining in 2012.

COMMENT:

Obviously some of these mining ventures can impact significantly on council operations such as road construction and maintenance, camp construction, industrial areas in the Townsite and so on. For future planning it is beneficial for council to be fully aware of what is going to occur rather than being caught unawares.

It is suggested that the President and one other Councillor is nominated to be in attendance.

CONSULTATION: Mr Stephen Day

STATUTORY ENVIRONMENT: Nil at this stage

POLICY IMPLICATIONS: Nil at this stage

FINANCIAL IMPLICATIONS: Nil at this stage

VOTING REQUIREMENTS: Simple Majority

OFFICERS RECOMMENDATION - COUNCIL RESOLUTION NO: 0105

MOVED Cr I.R. Tucker

SECONDED Cr C.K. Purchase

That the President and one nominated Councillor attend with the Chief Executive Officer, an information meeting with Ramelius Resources Ltd.

No: 9.12 GOONGARRIE RAILWAY COTTAGE - CARETAKER

SUBMISSION TO:

Ordinary Meeting of Council

LOCATION:

Shire of Menzies

APPLICANT:

L.P. Strugnell, Chief Executive Officer

FILE REF:

DISCLOSURE OF INTEREST:

The author is a member of the staff to which this

item applies.

DATE:

20 January 2012

AUTHOR:

L.P. Strugnell, Chief Executive Officer

SIGNATURE OF AUTHOR:

SENIOR OFFICER:

L.P. Strugnell, Chief Executive Officer

SIGNATURE OF SENIOR OFFICER:

SUMMARY:

The Goongarrie Railway house has been occupied by a Mr William Ashwin whose tenancy agreement expired on 31 December 2011.

Three applications have been received from people interested in occupying these premises.

BACKGROUND:

Mr W Ashwin has occupied the cottage until 31 December 2011 and has requested an extension of 12 months.

'I William Ashwin have been caretaking the house at Goongarrie for the last six months and six months previously. I am requesting to extend my stay/caretake there for another 12 months.'

A Patricia Hodgkinson has requested the use of the cottage for 3 or 4 months from April onwards.

'I am writing to you in regards to Goongarrie Cottage.

My partner Terry and I, both 69 years of age stayed out in the bush near Siberia in 2010 for nearly 3 months. We had an amazing time bushwalking, fossicking and learning as much as we could about the History of the Goldfields. There is just so much to see and learn up there. We are both Australians and unaware of so much history. We are hoping to come back this year to learn some more. Unfortunately being out in the bush you do take the risk of being cut off if it rains, or if you get a bad storm. We actually had to pick up and go in the end, long before we were ready, because a huge storm was coming through.

While we were up there we happened to run into a couple of prospectors who told us they were staying at Goongarrie Cottage for a few month's holiday. We are hoping that we may be able to do the same this year, if the cottage is still available for holidays.

We would be looking at about 3 or 4 months. Any time from April on.

Although we love being out in the bush, it would be a lot safer at the Cottage and we wouldn't have to bring so much gear for lighting and camping.

We are both keen retired gardeners and don't mind doing a bit of maintenance. We care-take 3 holiday rentals down here in Falcon, so we are well up with what is required as good renters.

We would love to stay at Goongarrie Cottage and look forward to hearing from you if this is possible. If not at the time stated above, maybe at a better date.

If you require references pleast let us know.

Your favourable consideration would be most appreciated."

Mr Barrie Bell was advised on 1 July, 2011 as follows:

'I refer to the above and pleased to support your application for the provision of this facility and advices have been forwarded to the former tenant, concluding his tenancy as at June 30th 2011.

Accordingly as soon as the tenant has confirmed vacating the premises and return the keys, you will be entitled to collect the keys and have the power connected into your name whereupon we would be pleased for you take the tenancy from that point.

Accordingly we see this as long term tenancy and expect you to liaise with this office preferably with Carol McAllan in terms of any issues which might occur and keep this office informed. Should you have any concern in this regard, please feel free to contact this office without delay and in the interim we wish you well.'

Mr Bell wrote to the Council on 13 January 2012-01-20

I applied in mid June 2011 to care-take this property. I received a letter (copy attached) on July 1, 2011 confirming my tenancy as of July 1, 2011 and the termination of the previous caretaker's tenancy.

On July 7, I was advised of a 'hiccup' and was told that the previous tenants had indicated a desire to continue with the tenancy.

I was told that I would be informed of the decision. As to my knowledge the tenant has not occupied the house for 4 months and is still not in occupancy.

Please advise:

What is the decision?

Why have I not been informed or received any response as indicated?

Why is my initial confirmation of occupancy not valid?

As you are aware the tenancy will be long term, and have advised that general maintenance and upkeep of the residence will be done.'

COMMENT:

The cottage appears to require some maintenance work by the caretaker and Council needs to replace the water tank, preferably with one of greater capacity.

As Mr Bell appears to have been promised occupancy on July 1, 2011 and then advised otherwise it may be in Council's interest to offer the cottage to him with a formal tenancy agreement clearly stating conditions and what is expected of him.

CONSULTATION:

Nil

STATUTORY ENVIRONMENT:

Tenancy Agreement

POLICY IMPLICATIONS:

No policy in place

FINANCIAL IMPLICATIONS:

It is understood that the caretaker has free use of one cottage, pays his own electricity bills and connects a telephone at his own expense.

VOTING REQUIREMENTS:

Simple Majority

OFFICERS RECOMMENDATION - COUNCIL RESOLUTION NO: 0106

MOVED Cr C.K. Purchase

SECONDED Cr P.J. Twigg

That the caretaker-ship of Goongarrie Railway Cottage be offered to Mr Barrie Bell for a 12 month period with an option of a further 12 months subject to completion of a suitable Tenancy Agreement.

The duties of the caretaker to be defined and Council to be responsible for the provision of a new rain water tank and an initial clean-up around the three cottages.

No: 9.13 EXPRESSIONS OF INTEREST – GAS DEPOT

SUBMISSION TO:

Ordinary Meeting of Council – 24th January 2012

LOCATION:

Shire of Menzies

APPLICANT:

C. McAllan, Deputy Executive Officer

FILE REF:

L/2/2

DISCLOSURE OF INTEREST:

The author has no interest to disclose in this item

DATE:

19th January 2012

AUTHOR:

C. McAllan, Deputy Executive Officer

SIGNATURE OF AUTHOR:

SENIOR OFFICER:

L.P. Strugnell, Chief Executive Officer

SIGNATURE OF SENIOR OFFICER:

SUMMARY:

The Shire of Menzies is the local depot for Kleenheat Gas Sales. The President of the Shire of Menzies, Mr.G. Dwyer, has asked that the administration seek Expressions of Interest for the administering of the Gas Depot.

BACKGROUND:

When the Menzies Roadhouse closed, there was no local person available to continue to supply gas in the Shire of Menzies. The Shire of Menzies took on this onerous task as a service to the community to enable residents of the town to access gas for heating and cooking without having to travel to Kalgoorlie. Commercial activities are not the purpose f a Shire and this gas activity is taking up a reasonable amount of time for Council staff when they should be spending this time for other purposes. The Shire is keen to hand over the gas to a local business at any time one becomes willing to take over.

COMMENT:

The Gas ramp is supplied by Kleenheat Gas.

Any changes would have to be with the agreement of Kleenheat Gas as this would be a direct contract with Kleenheat Gas not the Shire of Menzies.

CONSULTATION:

President G. Dwyer

STATUTORY ENVIRONMENT:

POLICY IMPLICATIONS:

Nil

FINANCIAL IMPLICATIONS:

VOTING REQUIREMENTS:

Simple Majority

OFFICERS RECOMMENDATION - COUNCIL RESOLUTION NO: 0107

MOVED Cr C.K. Purchase

SECONDED Cr I.R. Tucker

That Council advertise for Expressions of Interest in taking over the agreement to be an agent for Kleenheat Gas in Menzies with all expressions to be brought to Council for consideration.

No: 9.14 TJUNTJUNTJARRA COMMUNITY REQUEST FOR 30 GARBAGE BINS

SUBMISSION TO:

Ordinary Meeting of Council – 24th January 2012

LOCATION:

Shire of Menzies

APPLICANT:

L.P. Strugnell, Chief Executive Officer

FILE REF:

DISCLOSURE OF INTEREST:

The author has no interest to disclose in this item.

DATE:

20 January 2012

AUTHOR:

L.P. Strugnell, Chief Executive Officer

SIGNATURE OF AUTHOR:

SENIOR OFFICER:

L.P. Strugnell, Chief Executive Officer

SIGNATURE OF SENIOR OFFICER:

SUMMARY:

The Tjuntjurtjarra Community Operations Manager has requested Council supply 30 garbage bins for use at the community.

BACKGROUND:

Council has in the past provided 240 litre garbage bins for the community at no costs. For health reasons the removal of rubbish waste is essential especially at the moment when Tjuntjuntjarra is experiencing a mice plague.

COMMENT:

Delivery would be made direct from the supplier to Paupiyala Tjaruja Corporation's depot in Boulder. Council could pay the freight from Perth to Kalgoorlie. The Corporation could cart them out with their own transport.

The bins would be standard dark green 240 litre capacity type.

CONSULTATION:

Fiona Pemberton - Community Operations

Manager

STATUTORY ENVIRONMENT:

An amendment to the budget will be required if council agrees to purchase the

bins

POLICY IMPLICATIONS:

Nil

FINANCIAL IMPLICATIONS:

If purchase of bins is agreed to, a budget

amendment will be necessary

VOTING REQUIREMENTS:

Simple Majority

OFFICERS RECOMMENDATION - COUNCIL RESOLUTION NO: 0108

MOVED Cr C.K. Purchase

SECONDED Cr I.R. Tucker

That Council:

- 1. Purchase thirty (30) standard 240 litre garbage bins for the Paupiyala Tjaruja Corporation at Tjuntjuntjarra.
- 2. Accept responsibility for the freight costs from Perth to Kalgoorlie.
- 3. Determine the necessary budget amendments at the Finance Committee Meeting in February 2012.

No: 9.15

APPLICATION FOR COMMENT – DEPARTMENT OF ENVIRONMENT AND CONSERVATION.

SUBMISSION TO:

Ordinary Meeting of Council – 24th January 2012

LOCATION:

Shire of Menzies

APPLICANT:

C. McAllan, Deputy Chief Executive Officer

FILE REF:

G/3/9

DISCLOSURE OF INTEREST:

The author has no interest to disclose in this item

DATE:

19th January 2012

AUTHOR:

C. McAllan, Deputy Chief Executive Officer

SIGNATURE OF AUTHOR:

SENIOR OFFICER:

L.P. Strugnell, Chief Executive Officer

SIGNATURE OF SENIOR OFFICER:

SUMMARY:

The Department of Environment and Conservation has invited the Shire of Menzies to comment on an application to them from Saracen Gold Mines Pty Ltd.

BACKGROUND:

The Department of Environment and Conservation has submitted the following letter to the Shire of Menzies.

Dear Sir or Madam,

Re: Environmental Protection Act 1986 – Referral of a Works Approval Application fFor Comment.

Premises: Mt. Celia Project.

The Mt. Celia Project forms part of the Carosue Dam Operations and consists of the Safari and Deep South mining areas, and is located approximately 150km northeast of Kalgoorlie in the Yarri area of the Eastern Goldfields, in the Shire of Menzies and on the Edjudina and Mt Weld pastoral leases. The site is accessed via the Kalgoorlie-Yarri Road and private haul road from the Carosue Dam Operations 75km to the south.

Works Approval Application Number:

W5114/2011/1

The Department of Environment and Conservation(DEC) has received an application from Saracen Gold Mines Pty Ltd for a works approval under section 54 of the Environmental Protection Act 1986 (the Act). The application is in relation to a Category 06 – Mine dewatering, Category 73 – Bulk Storage of Chemicals, and is referred to you for comment. To make comment on this application, submissions need to be made in writing to the Kalgoorlie office of DEC by 05th February 2012.

Should you require further information the application is available at the DEC Office as shown below. If you have any queries regarding the above information, please contact the Kalgoorlie Office on 9080 5555

Yours sincerely

Ian Keally

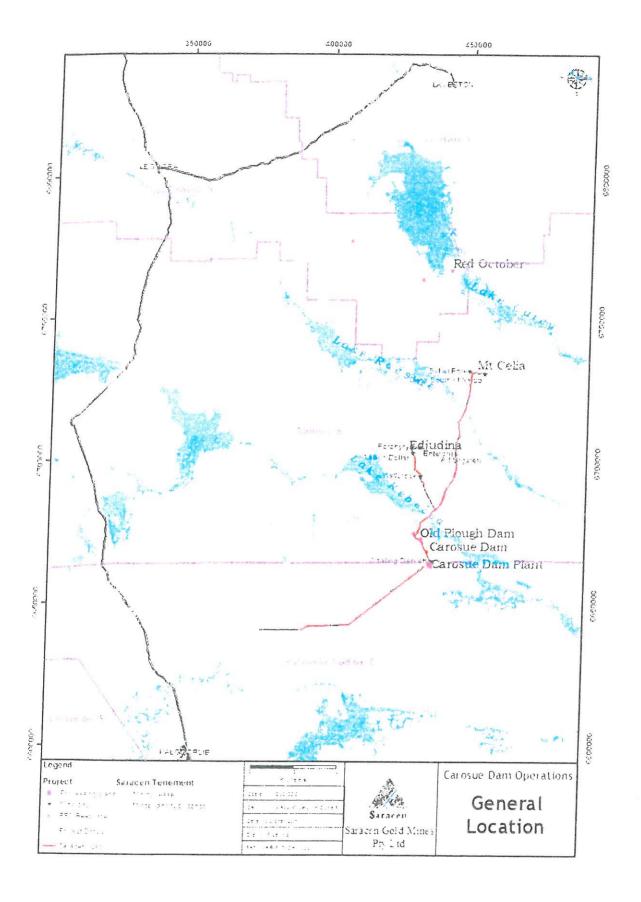
Regional Manager

Goldfields Region

10/01/2012

COMMENT:

A map of the area and the relevant Environmental Protection section is attached.



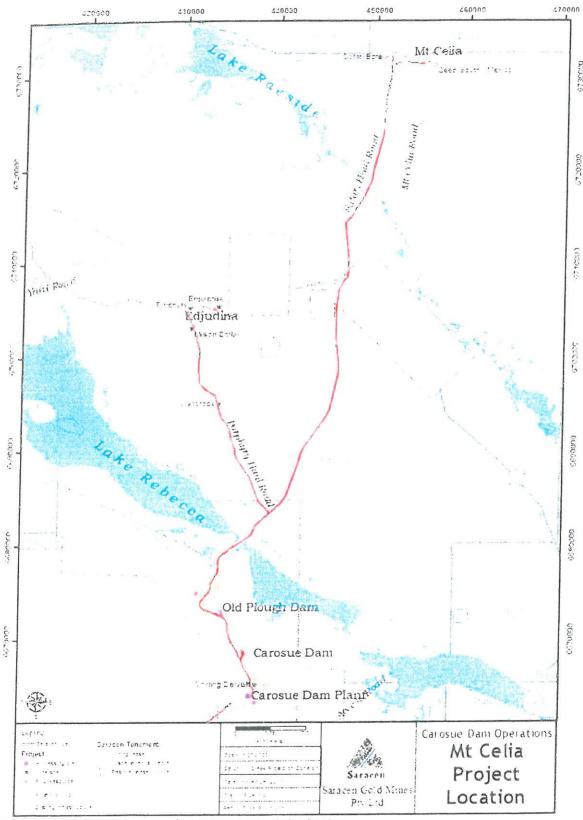


Figure 1.2 Location and infrastructure, Mt Celia Project

54. Works approvals, applying for, granting, refusing etc.

- (1) An application for a works approval shall be
 - (a) made in the form and in the manner approved by the CEO; and
 - (b) accompanied by such fee as is prescribed by or determined under the regulations; and
 - (c) supported by such plans, specifications and other documents and information, including a summary thereof, as the CEO requires.
- (2) On receiving an application made under subsection (1), the CEO shall
 - (a) if that application does not comply with that subsection, decline to deal with that application and advise the applicant accordingly; or
 - (b) if that application complies with that subsection, advise the applicant that his application has been received and seek comments thereon from any public authority or person which or who has, in the opinion of the CEO, a direct interest in the subject matter of that application.
- (2a) As well as seeking comments under subsection (2)(b) the CEO is to advertise the application in the prescribed manner, inviting any person who wishes to comment on it to do so within such period as is specified in the advertisement.
- (3) Subject to subsections (4) and (5), the CEO shall, after having taken into account any comments received from any public authority or person from which or whom comments were sought under subsection (2)(b) or (2a) and subject to section 60
 - (a) grant a works approval subject to such of the conditions referred to in section 62 as the CEO specifies in the works approval; or
 - (b) refuse to grant a works approval.
- (3a) The CEO is to give the applicant written notice of the refusal to grant a works approval.
- (4) If an application for a works approval made under subsection (1) is related to a proposal which has been referred to the Authority under section 38, the CEO shall not perform any duty imposed on him by subsection (3)
 - (a) while any decision-making authority is precluded by section 41 from making any decision which could have the effect of causing or allowing that proposal to be implemented; or
 - (b) contrary to, or otherwise than in accordance with, an implementation agreement or decision.
- (5A) Subsection (4) does not apply if the application is for a works approval for the purpose of doing minor or preliminary work to which the Authority has consented under section 41A(3).
 - (5) If a decision-making authority makes a decision that has the effect of preventing the implementation of a proposal to which an application for a works approval made under subsection (1) is related, the CEO does not have to perform any duty imposed under subsection (3) while that decision has effect.



Government of Western Australia Department of Environment and Conservation

Your ref:

Our ref: 2011/011249 - A464042 Enquiries: Kalgoorlie Office

Phone: 08 9080 5555 Fax: 08 9021 7831

Email: Kalgoorlie@dec.wa.gov.au

CEO Shire of Menzies 37 Shenton Street Menzies WA 6436



Dear Sir or Madam

ENVIRONMENTAL PROTECTION ACT 1986 – REFERRAL OF A WORKS APPROVAL APPLICATION FOR COMMENT

Premises: Mt Celia Project

The Mt Celia Project forms part of the Carosue Dam Operations and consists of the Safari and Deep South mining areas, and is located approximately 150km northeast of Kalgoorlie in the Yarri area of the Eastern Goldfields, in the Shire of Menzies and on the Edjudina and Mt Weld pastoral leases. The site is accessed via the Kalgoorlie-Yarri Road and private haul road from the Carosue Dam Operations 75km to the south.

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Should you require further information the application is available at the DEC Office shown below.

If you have any queries regarding the above information, please contact the Kalgoorlie Office on +61 8 9080 5555.

Yours sincerely

lan Kealley

Regional Manager Goldfields Region

NOTE //

10/01/2012

FILE:	613	> 19	IB
CEO	C	PRES	C
16 JAN 2012			
DCEO		PO	
MMIS		CRC	

Kalgoorlie 32 Brookman St Kalgoorlie WA 6430 Phone: +61 8 9080 5555 **CONSULTATION:**

Fiona Cormier Department of

Environment and Conservation.

STATUTORY ENVIRONMENT:

Nil

POLICY IMPLICATIONS:

Nil

FINANCIAL IMPLICATIONS:

Nil

VOTING REQUIREMENTS:

Simple Majority

OFFICERS RECOMMENDATION - COUNCIL RESOLUTION NO: 0109

MOVED Cr P.J. Twigg

SECONDED Cr C.K. Purchase

That Council advise the Department of Environment and Conservation that Council has no expertise in this matter and will rely on your Department and the Department of mines to impose suitable conditions such as containment of water and evaporation ponds.

The Chief Executive Officer then presented a late item (petition)

Cr. C.K. Purchase declares an interest in this item

No: 9.16 PETITION – POWER AND WATER SERVICES TO MERCER STREET

SUBMISSION TO: Ordinary Meeting of Council – 24th January 2012

LOCATION: Shire of Menzies

APPLICANT: L.P. Strugnell

FILE REF: L/1/2

DISCLOSURE OF INTEREST: The author has no interest to disclose in this item.

DATE: 22nd January 2012

AUTHOR: L.P. Strugnell, Chief Executive Officer

SIGNATURE OF AUTHOR:

SENIOR OFFICER: L.P. Strugnell, Chief Executive Officer

SIGNATURE OF SENIOR OFFICER:

SUMMARY:

A letter an petition from Ms. Bev Golding and Mr .K. Purchase has been received requesting some acknowledgement of where the Shire is in regard to providing assistance to obtain power and water services to 32 Mercer Street .Menzies.

BACKGROUND:

32 Mercer Street was purchased on the 4th June 2010 by Mr. K. Purchase and on sold to Ms. Bev Golding on the 1st June 2011.

The provision of power and water services to residences is not a function of Local Government unless the Council is a developer. Ms B. Golding and Mr. K. Purchase advise that approaches to several politicians have not produced any results and now seek Council assistance to approach members of parliament on their behalf to secure the required services.

COMMENT:

For Council to finance the provision of power and water services to private properties would set a precedent that could result in a financial burden on ratepayers.

Council could pursue other avenues of providing assistance to the applicants by approaches direct to government ministers, departments, Goldfields Development Commission, Water Corporation and Horizon Power.

One of the problems associated with providing services in the Menzies Town site is the fact that owned lots are scattered all over the town site and providing services would not be economical.

The service providers may be more co-operative if Council was to select an area such as the lots contained within Wilson, Reid, Mercer and Brown Street or even extending to Florence Street.

CONSULTATION: Ms. B. Golding.

Mr. K. Purchase.

STATUTORY ENVIRONMENT: Not applicable at this stage.

POLICY IMPLICATIONS: N/A

FINANCIAL IMPLICATIONS: Not applicable at this stage.

VOTING REQUIREMENTS: Simple Majority.

OFFICERS RECOMMENDATION - COUNCIL RESOLUTION NO:

9.16

MOVED Cr

SECONDED Cr

That Council request the Chief Executive Officer to approach the appropriate government departments, local members of parliament and the relevant government ministers to provide, at government expense, power and water services to the lots contained in the blocks bounded by Wilson, Reid, Mercer and Brown Street, Menzies.

This item was not addressed through Lack of Quorum.

10. ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

10.1 ELECTED MEMBERS MOTIONS WITH PREVIOUS NOTICE

Nil

10.2 CONFIDENTIAL BUSINESS TO BE HELD BEHIND CLOSED DOORS

Nil

11 REPORTS OF COUNCILLORS AND STAFF

Cr E. Hansen:

Cr. Hansen has vacated the meeting.

Cr. C.K. Purchase:

Nothing to report

Cr. P.J. Twigg:

Nothing to report

Cr. I.R. Tucker:

Nothing to report

Cr. G. Dwyer:

Nothing to report

Chief Executive Officer:

Status Report:

MOVED: Cr. C.K. Purchase

SECONDED: Cr. I.R. Tucker

That the Chief Executive Officer's Status report be received.

1. STATUS REPORT

Having been the Acting Chief Executive Officer since August 1, 2011, during a very difficult time, it is prudent that I keep the elected members informed of issues of concern.

2. ROAD TO RECOVERY

Bret Howson will address Council to bring councillors up to date on all aspects of road funding, outstanding acquittals and projects for 2011/2012.

Of concern is the loss of Road to Recovery Funding. This was a result of the Council not providing the necessary reports as required. Contact with Alan Chisholm – Road to Recovery Programme Canberra, clearly indicates that Menzies will not receive any funding until returns for 2009/2010 and 2010/2011 have been submitted and independently audited. A Statutory Declaration will be required and on the accuracy of the records it will be difficult to find someone prepared to put their signature to the document. Hopefully in the coming months these returns can be completed.

Bret will bring Council up to date with all matters connected to roadworks. Attached are reports from Bret Howson.

It is difficult to accept that Council could not have been aware that they did not know the Road to Recovery Funding had been withdrawn.

The income and expenditure reports would show that the income was not increasing and the expenditure was increasing.

3. FILING SYSTEM

Of major concern is the state of the 'so-called' filing system.

There are currently three so called systems in place. The latest system was a Status Report set of files which dealt with issues that came up mainly at monthly meetings over the last three years.

Prior to this a system of files in alphabetical order existed. This system was very limited with many files normally used by Councils not incorporated in the system.

The system up to 2008/09 was more in keeping with a standard council filing system.

In the New Year Council will need to review how the filing system is to be kept. It is to be kept electronically, hard copy etc. This review will need to be made in the very near future.

At present most of the correspondence is carried out by e-mail and a significant amount appears to be deleted. The General Disposal Authority for Local Government Records is an unknown document in this office.

Valuable documents such as old minute books, note books, elected member records and so on, all have a Disposal Action and a recommended period for retention that Council should comply with.

It may be that professional assistance is required to set up an acceptable system.

4. RATE BOOK / SUNDRY DEBTORS

Little recovery action has been taken to collect outstanding rates and sundry debtors.

This is currently being addressed, however it is a slow process and invariably ends up using solicitors or a debt collection agency.

At December 31, 2011 the following amounts were outstanding according to Council records.

Rates Debtors \$1,269,031

Sundry Debtors \$1,625,638 (some of these are grants)

\$2,894,669

5. GENERAL ACCOUNTING FUNCTION

Well below an acceptable standard as illustrated by the Road to Recovery Funding fiasco, debtors recovery etc. There is some improvement in the payments to creditors and information supplied to UHY Haines Norton but still at an unsatisfactory level.

As new staff are recruited training will be necessary to prevent ending up in the same position as has been the case for the past 2-3 years.

Another problem is that Council is involved in too many issues for a little Council and staff cannot concentrate on a particular task. Examples of these are the office staff having to be the Gas Agent, Courier Agent, and Post Office Agent.

6. BANKING

Prior to August 1, 2011 banking appears not to have been carried out on a regular basis especially the monies collected from the Community Resource Centre. This creates problems when receipts have to be reconciled to lodgements and the lodgements are over several months.

On Friday December 9, 2011 a courier bag containing in excess of \$10,000 was discovered in a drawer in one of the safes in the office.

It has been established that some of the money was received in May 2009 to March 2011. It appears to have come from the Resource Centre. It is virtually impossible to trace who the monies came from and for what purpose, eg rates, dog licences etc.

The matter has been referred to UHY Haines Norton and to the Local Government Department to see how we account for the money when we bank it. It will probably be lodged in the Trust Account as Sundry Receipts, however, we have to endeavour to establish who paid the money if at all possible. Staff are already experiencing problems with people claiming to have paid rates but do not have rate receipts. Banking is now prepared daily and banked frequently.

If we can't establish who paid rates it will make the recovery action difficult.

7. OTHER ISSUES

It is fair to say that other matters such as Delegation Register, Policy Manual, Future Financial Planning Document, Stocktaking Records, Staff and Councillor Personnel Files and any other requirement under the Act or Regulations are below an acceptable standard.

My personal view is that the position is not likely to improve to any degree unless Council reassesses their whole approach to what Local Government is all about, scale back on some of the projects, determine if the Shire can exist in its own right or if the Shire would be better served by some form of boundary changes or amalgamation.

In January and February Council should address some of the issues raised and determine if the Council is sustainable or not.

Of concern is the amount of projects proposed, commenced, or not completed.

These include the following:

Caravan Park

Verandahs to ablution block and camp kitchen Parking areas – completed road base Clothes lines to be supplied in some of the bays Landscaping

Camp Kitchen – hot water connection, electricity plug in wrong position, stove, microwave, TV, chairs and table required. Lights required above female toilet

Old Post Office

A study was carried out by Carrick and Wills in 2010. The proposed works totalled \$514,500 and to date no further action has taken place.

A decision is needed on how Council intends to proceed.

Railway Station

Carrick and Wills also carried out a study in the Railway Station. Cost amounted to \$777,000. What is Council's intention on restoration of this building.

A review of all proposed projects should be conducted in the near future for several reasons. One is to give staff some direction on what projects to implement and set the priority of importance.

It will also highlight projects that can be removed from the budget or reallocation in the March review of the budget.

Carried 4/0

12. NEXT MEETING / MEETING CLOSURE

There being no further business to discuss, the President declared the meeting closed at 4.00pm.

The next meeting will be held in Council Chambers on Tuesday 21st February at 10.00 am.