

Notice of Meeting



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Dear Elected Member

The next Ordinary meeting of the Shire of West Arthur will be held on Tuesday 28th September 2021 in the Council Chambers commencing at 7.00pm.

Schedule

7.00pm Ordinary Council Meeting

Ian Fitzgerald
A/Chief Executive Officer

DISCLAIMER

No responsibility whatsoever is implied or accepted by the Shire of West Arthur for any act, omission or statement or intimation occurring during Council or Committee meetings or during formal/informal conversations with staff. The Shire of West Arthur disclaims any liability for any loss whatsoever and howsoever caused arising out of reliance by any person or legal entity on any such act, omission or statement or intimation occurring during Council or Committee meetings or discussions. Any person or legal entity that act or fails to act in reliance upon any statement does so at the person's or legal entity's own risk.

In particular and without derogating in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a licence, any statement or limitation of approval made by a member or officer of the Shire of West Arthur during the course of any meeting is not intended to be and is not taken as notice of approval from the Shire of West Arthur. The Shire of West Arthur warns that anyone who has an application lodged with the Shire of West Arthur 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 West Arthur in respect of the application.

AGENDA

Shire of West Arthur
Ordinary Council Meeting
28th September 2021

MISSION STATEMENT

To value and enhance our community lifestyle and environment through strong local leadership, community involvement and effective service delivery.

DISCLAIMER

INFORMATION FOR THE PUBLIC ATTENDING COUNCIL MEETINGS

Please Note:

The recommendations contained in this agenda are officers' recommendations only and should not be acted upon until Council has resolved to adopt those recommendations.

The resolutions of Council should be confirmed by perusing the minutes of the Council meeting at which these recommendations were considered.

Members of the public should also note that they act at their own risk if they enact any resolution prior to receiving official written notification of Councils decision.

Meeting Procedures:

1. All Council meetings are open to the public, except for matter raised by Council under "confidential items".
2. Members of the public may ask a question at an ordinary Council Meeting under "public question time".
3. Members of the public who are unfamiliar with meeting procedures are invited to seek advice at the meeting. If unsure about proceeding, just raise your hand when the presiding member announces public question time.
4. All other arrangements are in accordance with the Council's standing orders, policies and decision of the Shire of West Arthur.

Council Meeting Information:

Your Council generally handles all business at Ordinary or Special Council Meetings.

From time to time Council may form a Committee to examine subjects and then report back to Council.

Generally all meetings are open to the public; however, from time to time Council will be required to deal with personal, legal and other sensitive matters under "confidential items". On those occasions Council will generally close that part of the meeting to the public. Every endeavour will be made to do this as the last item of business of the meeting.

Public Question Time. It is a requirement of the *Local Government Act 1995* to allow at least fifteen (15) minutes for public question time following the opening and announcements at the beginning of the meeting. Should there be a series of questions the period can be extended at the discretion of the presiding member.

Written notice of each question should be given to the Chief Executive Officer fifteen (15) minutes prior to the commencement of the meeting. A summary of each question and the response is included in the meeting minutes.

When a question is not able to be answered at the Council Meeting a written answer will be provided after the necessary research has been carried out. Council staff will endeavour to provide the answers prior to the next ordinary meeting of Council.

Councillors may from time to time have a financial interest in a matter before Council. Councillors must declare an interest and the extent of the interest in the matter on the Agenda. However, the Councillor can request the meeting to declare the matter trivial, insignificant or in common with a significant number of electors or ratepayers. The Councillor must leave the meeting whilst the matter is discussed and cannot vote unless those present agree as above.

Members of staff, who have delegated authority from Council to act on certain matters, may from time to time have a financial interest in a matter on the Agenda. The member of staff must declare that interest and generally the presiding member of the meeting will advise the Officer if he/she is to leave the meeting.

Agendas, including an Information Bulletin, are delivered to Councillors within the requirements of the *Local Government Act 1995*, i.e. seventy-two (72) hours prior to the advertised commencement of the meeting. Whilst late items are generally not considered there is provision on the Agenda for items of an urgent nature to be considered.

Should an elector wish to have a matter placed on the Agenda the relevant information should be forwarded to the Chief Executive Officer in time to allow the matter to be fully researched by a Shire Officer. An Agenda item, including a recommendation, will then be submitted to Council for consideration. The Agenda closes the Friday week prior to the Council Meeting (i.e. ten (10) days prior to the meeting).

The Information Bulletin produced as part of the Agenda includes items of interest and information, which does not require a decision of Council.

Agendas for Ordinary Meetings are available at the Shire of West Arthur Office and on the Shire website seventy-two (72) hours prior to the meeting and the public are invited to view a copy at the Shire Office.

Agenda items submitted to Council will include a recommendation for Council consideration. Electors should not interpret and/or act on the recommendations until after they have been considered by Council. Please note the Disclaimer in the Agenda (page 2).

Public Inspection of Unconfirmed Minutes (Regulation 13).

A copy of the unconfirmed Minutes of Ordinary and Special Meetings will be available for public inspection from the Shire of West Arthur Office and the Shire of West Arthur website within ten (10) working days after the Meeting.

Ian Fitzgerald
A/Chief Executive Officer



SHIRE OF WEST ARTHUR - QUESTIONS FROM THE PUBLIC

Name: _____

Residential Address: _____

Phone Number: _____ Meeting Date: _____

Signature: _____

Council Agenda Item Number: _____

*If applicable-see below**

Name of Organisation Representing: _____

If applicable

QUESTION

Each member of the public is entitled to ask up to 3 questions before other members of the public will be invited to ask their question. A total of 15 Minutes is allotted to Public Question Time at Council Meetings. If submitting questions to the Council, they are to relate to the Agenda Item tabled at that meeting.

Please Note: Members of the public must be in attendance at the Council Meeting to which they have submitted a question(s) for response. If this is not the case, the questions(s) will be treated as 'normal business correspondence' and the question / response will not appear in the Council Minutes.

Please see Notes on Public Question Time on Pages 4 and 5 above

* **Council Meetings:** Questions are to relate to a matter affecting the Shire of West Arthur.



APPLICATION FOR LEAVE OF ABSENCE

(Pursuant to Section 2.25 of the *Local Government Act 1995* (as amended))

- (1) A council may, by resolution, grant leave of absence to a member.
- (2) Leave is not to be granted to a member in respect to more than 6 consecutive ordinary meetings of the Council without the approval of the Minister.
- (3) The granting of the leave is to be recorded in the minutes of the meeting.
- (4) A member who is absent without first obtaining leave of the Council throughout 3 consecutive ordinary meetings of the Council is disqualified from continuing his or her membership of the Council.
- (5) The non-attendance of a member at the time and place appointed for an ordinary meeting of the Council does not constitute absence from an ordinary meeting of Council –
 - (a) if no meeting of the Council at which a quorum is present is actually held on that day;
or
 - (b) if the non-attendance occurs while –
 - (i) the member has ceased to act as a member after which written notice has been given to the member under Section 2.27 (3) and before written notice has been given to the member under Section 2.27 (5);
 - (ii) while proceedings in connection with the disqualification of the member have been commenced and are pending;
or
 - (iii) while the election of the member is disputed and proceedings relating to the disputed election have been commenced and are pending.

I, _____ hereby apply for Leave of Absence from the
West Arthur Shire Council from _____ to _____ for the
purpose of _____

Signed: _____ Date: _____



WRITTEN DECLARATION OF INTEREST IN MATTER BEFORE COUNCIL

NOTE: USE ONE FORM PER DECLARATION

(1) I, _____ wish to declare an interest in the following item to be considered by council at its meeting to be held on

(2) _____

(3) Agenda item _____

(4) The type of interest I wish to declare is;

- Financial pursuant to Sections 5.60A of the *Local Government Act 1995*.
- Proximity pursuant to Section 5.60B of the *Local Government Act 1995*.
- Indirect Financial pursuant to Section 5.61 of the *Local Government Act 1995*.
- Impartiality pursuant to Regulation 11 of the Local Government (Rules of Conduct) Regulation 2007.

(5) The nature of my interest is

(6) The extent of my interest is

I understand that the above information will be recorded in the Minutes of the meeting and recorded by the Chief Executive Officer in an appropriate Register.

DECLARATION BY:

Signature

Date

RECEIVED BY:

Chief Executive Officer

Date

- (1) Insert your name.
- (2) Insert the date of the Council Meeting at which the item is to be considered.
- (3) Insert the Agenda Item Number and Title.
- (4) Tick the box to indicate the type of interest.
- (5) Describe the nature of your interest.
- (6) Describe the extent of your interest (if seeking to participate in the matter under the s.5.68 of the Act).

DISCLOSURE OF FINANCIAL INTEREST, PROXIMITY INTEREST AND/OR INTEREST AFFECTING IMPARTIALITY

Financial pursuant to Sections 5.60A of the Local Government Act 1995

5.60A – Financial Interest

For the purpose of this Subdivision, a person has a financial interest in a matter if it is reasonable to expect that the matter will if dealt with by the local government, or an employee or committee of the local government or member of the council of the local government, in a particular way, result in a financial gain, loss, benefit or detriment for the person.

[Section 5.60A inserted by No. 64 of 1998 s. 30; amended by No. 49 of 2004 s. 50.]

Proximity pursuant to Section 5.60B of the Local government Act 1995

5.60B – Proximity Interest

- (1). For the purposes of this Subdivision, a person has a proximity interest in a matter if the matter concerns –
 - (a). a proposed change to a planning scheme affecting land that adjoins the person's land;
 - (b). a proposed change to zoning or use of land that adjoins that person's land; or
 - (c). a proposed development (as defined in section 5.63 (5)) of land that adjoins the person's land.
- (2). In this section, land ("**the proposal land**") adjoins a person's land if –
 - (a). the proposal land, not being a thoroughfare, has a common boundary with the person's land;
 - (b). the proposal land, or any part of it, is directly across a thoroughfare from, the person's land; or
 - (c). the proposal land is that part of a thoroughfare that has a common boundary with the person's land.
- (3). In this section a reference to a person's land is a reference to any land owned by the person or in which the person has any estate or interest.

[Section 5.60B inserted by No 64 of 1998 s. 30.]

Indirect Financial pursuant to Section 5.61 of the Local Government Act 1995

5.61 – Indirect financial interest

A reference in this Subdivision to an indirect financial interest of a person in a matter includes a reference to a financial relationship between that person and another person who requires a local government decision in relation to the matter.

Impartiality pursuant to Regulation 11 of the Local Government (Rules of Conduct) Regulation 2007

11 – Disclosure of interest

- (1). In this regulation –

Interest means an interest that could, or could reasonably be perceived to; adversely affect the impartiality of the person having the interest arising from kinship friendship or membership of an association.
- (2). A person who is a council member and who has an interest in any matter to be discussed at a council or committee meeting attended by the member must disclose nature of the interest –
 - (a). in a written notice given to the CEO before the meeting;
 - or
 - (b). at the meeting immediately before the matter is discussed.

- (3). Sub-regulation (2) does not apply to an interest referred to in section 5.60 of the Act.
- (4). Sub-regulation (2) does not apply if –
 - (a). A person who is a council member fails to disclose an interest because the person did not know he or she has an interest in the matter; or
 - (b). A person who is a council member fails to disclose an interest because the person did not know the matter in which he or she had an interest would be discussed at the meeting and the person disclosed the interest as soon as possible after the discussion began.
- (5). If, under sub-regulation (2)(a), a person who is a council member discloses an interest in a written notice given to the CEO before a meeting then –
 - (a). Before the meeting the CEO is to cause the notice to be given to the person who is to preside at the meeting; and
 - (b). At the meeting the person presiding is to bring the notice and its contents to the attention of the persons present immediately before a matter to which the disclosure related is discussed.
- (6). If –
 - (a). Under sub-regulation (2)(b) or (4)(b) a person's interest in a matter is disclosed at a meeting; or
 - (b). Under sub-regulation (5) (b) notice of a person's interest in a matter is brought to the attention of the persons present at a meeting.

The nature of the interest is to be recorded in the minutes of the meeting.

Describe the extent of your interest (If seeking to participate in the matter under the s.5.68 of the act)

5.68 – Councils and committees may allow members disclosing interests to participate etc. in meetings

- (1). If a member has disclosed, under section 5.65, an interest in a matter, the members present at the meeting who are entitled to vote on the matter
 - (a). may allow the disclosing member to be present during any discussion or decision making procedure relating to the matter; and
 - (b). may allow , to the extent decided by those members, the disclosing member to preside at the meeting (if otherwise qualified to preside) or to participate in discussions and the decision making procedures relating to the matter if –
 - (i) the disclosing member also discloses the extent of the interest; and
 - (ii) those members decide that the interest –
 - (I) is so trivial or insignificant as to be unlikely to influence the disclosing member's conduct in relation to the matter; or
 - (II) is common to a significant number of electors or ratepayers.
- (2). A decision under this section is to be recorded in the minutes of the meeting relating to the matter together with the extent of any participation allowed by the council or committee.
- (3). This sections does not prevent the disclosing member from discussing, or participating in the decision making process on, the question on whether an application should be made to the Minister under section 5.69.



Shire of West Arthur

Notice of Ordinary Council Meetings

In accordance with the *Local Government Act 1995* and *Local Government (Administration) Regulations 1996* Reg 12 (2) it, is hereby notified that as from January 2021 to December 2021, Ordinary Council meetings of the Shire of West Arthur will be held as follows:

DATE		LOCATION	TIME
January 2021	No meetings Scheduled		
16 February 2021	Council Meeting	Council Chambers	6.00pm
16 March 2021	Council Meeting	Council Chambers	6.00pm
20 April 2021	Council Meeting	Council Chambers	6.00pm
18 May 2021	Council Meeting	Council Chambers	6.00pm
15 June 2021	Council Meeting	Council Chambers	6.00pm
27 July 2021	Council Meeting	Hawthorn Room, CRC	6.00pm
17 August 2021	Council Meeting	Council Chambers	7.00pm
28 September 2021	Council Meeting	Council Chambers	7.00pm
19 October 2021	Council Meeting	Council Chambers	7.00pm
16 November 2021	Council Meeting	Council Chambers	7.00pm
14 December 2021	Council Meeting	Council Chambers	7.00pm

SHIRE OF WEST ARTHUR

Agenda for the Ordinary Meeting of Council to be held in the Council Chambers on Tuesday 28th September 2021 – commencing at 7.00pm.

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1. Declaration of Opening / Announcements of Visitors

The Presiding Member to declare the meeting open.

2. Attendance / Apologies / Approved Leave of Absence

COUNCILLORS: Cr Kevin King (Shire President)
Cr Neil Morrell (Deputy Shire President)
Cr Graeme Peirce
Cr Adam Squires
Cr Julie McFall
Cr Marie Lloyd
Cr Neil Manuel

STAFF: Ian Fitzgerald (A/Chief Executive Officer)

APOLOGIES:

ON LEAVE OF ABSENCE:

ABSENT:

MEMBERS OF THE PUBLIC:

3. Announcements by the Presiding Member

4. Response to Previous Public Questions Taken on Notice

5. Public Question Time

6. Petitions / Deputations / Presentations / Submissions

7. Applications for Leave of Absence

8. Disclosures of Interest

9. Confirmation of Minutes of Previous Meetings Held 17th August 2021

9.1 Ordinary Council Meeting Minutes 17th August 2021

Statutory Environment:

Section 5.22 of the *Local Government Act* provides that minutes of all meeting to be kept and submitted to the next ordinary meeting of the council or the committee, as the case requires, for confirmation.

Voting Requirements:

Simple Majority

Recommendation:

That the Minutes of the Ordinary Meeting of Council held in the Council Chambers on 17th August 2021 be confirmed as a true and correct record of the meeting.

Moved: _____

Seconded: _____

10. Reports of Committees of Council

11. Reports from Councillors

Cr Kevin King (President)

Cr Neil Morrell (Deputy President)

Cr Graeme Peirce

Cr Adam Squires

Cr Julie McFall

Cr Marie Lloyd

Cr Neil Manuel

12. Chief Executive Officer

ITEM 12.1 – DOGS AMENDMENT LOCAL LAW 2021

File Reference:	3.2.2
Location:	N/A
Applicant:	N/A
Author:	Kym Gibbs/Niel Mitchell
Authorising Officer	Acting Chief Executive Officer
Date:	7 September 2021
Disclosure of Interest:	Nil
Attachments:	Dogs Amendment Local Law
Previous Reference:	N/A

Summary:

To finalise the process of adoption of the proposed Dogs Amendment Local Law 2021.

Background:

The purpose of this report is –

- a) consider the submissions received on the proposed local law and determine if any drafting amendment(s) are required as a result of the submissions received;
- b) make the local law, incorporating all amendments as approved by Council;
- c) authorise the affixing of the Common Seal to the local laws;
- d) authorise the local laws publication in the *Government Gazette*; and
- e) give local public notice, (after Gazettal), of the date the local laws will come into effect.

At its ordinary meeting held on 15 June 2021 the Council resolved to commence the process to make the Dogs Amendment Local Law.

- **Purpose:**
To amend the Shire of West Arthur Dog Local Law 2000 to comply with Governor's Orders and legislative changes, insertion of clauses relating to penalties and penalty provisions.
- **Effect:**
To give effect to these changes by amendment of relevant clauses, inserting appropriate clauses creating new breach or compliance requirement, and increasing penalties applied.

The procedure for making local laws requires Council to advertise state-wide, advising of its intention to make a local law, and invite submissions to be made on the proposed local law for a minimum six-week period. At the closure of the submission period, Council is to consider all submissions before making a local law.

Comment:

The proposed local laws were advertised for public comment in accordance with the Local Government (Administration) Regulations 1996 r.3A.

An advertisement was placed in *The Bleat* on 28 June 2021, the website, official notice boards and social media, with the submission period for public comment closing on 13 August 2021.

At the close of the submission period, comment had been received from Dept of local Government, Sport and Cultural Industries (DLGSC).

The Department's comments were based on the tracked version of the local law sent to them for information and proposed a number of changes inconsistent with or not included in the Amendment Local Law. Where relevant several minor aspects are agreed and these are to proposed clause 10 of the Amendment Local law to –

- a) alter wording of proposed clause 3.2(1) to be more specific, and
- b) alter wording of proposed clause 3.2(2) for greater clarity.

The Department also commented –

Clause 7.1A provides that the unmodified penalty for every offence in the local law is \$5000.

This penalty will also apply to clause 6.1. This means it is possible for a person to receive a penalty of \$5000 if they fail to clean up after their dog.

While the Dog Act permits penalties of up to \$5000 for an offence, it is suggested that a lower penalty be imposed for clause 6.3. The standard penalties in the WALGA model are \$1000 and a modified penalty of \$100.

It is suggested that the following subclause be added to clause 7.1A:

- (4) Notwithstanding subclause (1) a person who commits an offence under clause 6.1(2) is liable, on conviction, to a penalty not exceeding \$1000.*

Some of the changes being made are to remove the differing penalties made in the local law in favour of a single general penalty clause. The general penalty and daily penalty can only be applied by a Court, which has the discretion to impose a penalty as they see fit to the limit state in the local law. An authorised person can only issue an infringement notice for modified penalties, which is consistent with the WALGA model. The removal of penalty statements throughout the local law, in favour of a single general penalty clause is preferred by quite a few local governments e.g.: Carnarvon, Corrigin and Kalamunda.

Accordingly, no modification of clause 7.1A is proposed.

No public submission was received.

None of the suggested changes altered the intent of the provision amended nor placed additional obligations on the community. Accordingly, it is considered that the amendments are not of a significant nature that requires re-advertising.

The attached draft has been amended from the proposed local law advertised for public submissions, in accordance with Department comments.

Once formally adopted by Council, the–

- local law is to be published in the Government Gazette,
- local public notice given of adoption of the local laws (separate to previous advertising of proposals),
- signed copies are to be sent to Minister for Local Government and Minister for the Environment; and
- copies sent to the Parliamentary Joint Standing Committee on Delegated Legislation together with other required documentation, within 10 days of publication in the Government Gazette.

Please note –

- disallowance of the local law may be made by Parliament, and could take some time depending on sitting days,
- takes effect on the day stipulated in the local law, generally 14 days after publication in the Government Gazette.

Consultation:

The draft local law will be advertised for public comment.

Statutory Environment:

Local Government Act 1995 –

- 3.12 – Procedure for making local laws
 - (2) Notice of purpose and effect of local law to be given by the person presiding
 - (3) Statewide public notice required, and copies to Minister/s immediately after notice given, minimum 6 weeks notice
 - (3a) Local public notice also required to be given
 - (4) After notice period, all submissions to be considered, and local law may then be made by absolute majority
 - (6) Publication in Government Gazette required
 - (7) Parliament to be advised within 10 working days of Gazettal
- s.3.13 – Significant changes require recommencement of proposal
- s.3.14 – Unless otherwise provided for, local laws come into effect 14 days after Gazettal
- s.3.15 – local public notice of the final adoption/making of a local law to be given

Interpretations Act 1984 –

- s.42(2) – after publication in the Government Gazette, Parliament may disallow within 14 sitting days of receipt

Policy Implications:

There are no current policy implications.

Financial Implications:

The proposed new local law will require publishing in the Government Gazette if eventually adopted.

Strategic Implications:

Aligns with the Shire of West Arthur Corporate Plan

Strategy: Compliance with regulations and best practice standards will drive good decision making by staff and council.

Action: Develop new local laws as required and review and amend existing local laws as required and in accordance with legislation.

Sustainability Implications:

- **Environmental:** There are no known significant environmental considerations.
- **Economic:** There are no known significant economic considerations.
- **Social:** There are no known significant social considerations.

Risk Implications:

Risk	Low (4)
Risk Likelihood (based on history and with existing controls)	Low (4)
Risk Impact / Consequence	Low (4)
Risk Rating (Prior to Treatment or Control)	Low (4)
Principal Risk Theme	Low (4)
Risk Action Plan (Controls or Treatment Proposed)	Low (4)

Risk Matrix:

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of 2 has been determined for this item. Any items with a risk rating over 10 (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating over 17 will require a specific risk treatment plan to be developed.

Voting Requirements:

Absolute majority

Officer Recommendation:

That Council:

1. resolves to make the Dogs Amendment Local Law as per the attached draft, incorporating amendments outlined by the Department of Local Government, Sport and Cultural Industries;
2. authorise the President and the Acting CEO to sign and affix the Common Seal to the Local Law;
3. authorise the Acting CEO to –
 - publish the Local Law in the Government Gazette and provide copies of the local law to the Minister for Local Government; and
 - forward a copy of the Gazetted Local Law, explanatory memoranda and associated documentation to the Parliamentary Joint Standing Committee on Delegated Legislation for review.

Moved: _____

Seconded: _____

ATTACHMENTS

Proposed Dogs Amendment Local Law 2021

DOG ACT 1976

SHIRE OF WEST ARTHUR

DOGS AMENDMENT LOCAL LAW 2021

Under the powers conferred by the *Dog Act 1976* and under all other powers enabling it, the Council of the Shire of West Arthur resolved on _____ 2021 to adopt the following local law.

1. Citation

This local law may be cited as the *Shire of West Arthur Dogs Amendment Local Law 2021*.

2. Commencement

This local law comes into operation 14 days after the date of its publication in the *Government Gazette*.

3. Principal local law

- (a) In this local law, the *Shire of West Arthur Dogs Local Law* published in the *Government Gazette* on 19 April 2000 is referred to as the principal local law.
- (b) The principal local law is amended as follows.

4. Table of Contents amended

Delete reference to clauses 2.2 and 2.4; and insert in order –

- 2.2 Attendance of authorized person at pound
- 2.4 Unauthorized release
- 3.3 Keeping of additional dogs not to cause a nuisance
- 7.1A General penalty

5. Clause 1.3 amended

Clause 1.3 is amended –

- (a) Delete the definitions of –
 - pound keeper;
 - Regulations; and
 - town planning scheme; and

- (b) insert in alphabetical order –

“dangerous dog” has the meaning given to it by section 3(1) of the Act;

“district” means the district of the Shire of West Arthur;

“local planning scheme” means a planning scheme made by the local government under the *Planning and Development Act 2005* which applies throughout the whole or a part of the district;

“nuisance” means –

- (a) an activity or condition which is harmful or annoying and which gives rise to legal liability in the tort of public or private nuisance at law;
- (b) an unreasonable interference with the use and enjoyment of a person’s ownership or occupation of land; or
- (c) interference which causes material damage to land or other property on the land affected by the interference;

“owner”, in relation to a dog, has the same meaning as in section 3(1) and (2) of the Act;

“person liable for control of the dog” has the same meaning as in section 3(1) of the Act;

“pound” has the meaning of dog management facility as given in section 3(1) of the Act, and includes a kennel establishment;

“public place” has the meaning given to it by section 3(1) of the Act;

“Regulations” means the *Dog Regulations 2013*;

6. Clause 2.2 amended

Delete clause 2.2 and insert –

2.2 Attendance of authorized person at pound

An authorized person is to be in attendance at the pound for the release of dogs at the times and on the days of the week as are determined by the CEO.

7. Clause 2.3 amended

Delete clause 2.3 and insert –

2.3 Release of impounded dog

- (1) A claim for the release of a dog seized and impounded is to be made to an authorized person or in the absence of an authorized person, to the CEO.
- (2) An authorized person is not to release a dog seized and impounded to any person unless that person has produced, to the satisfaction of an authorized person, satisfactory evidence –
 - (a) of her or his ownership of the dog or of her or his authority to take delivery of it; or
 - (b) that he or she is the person identified as the owner on a microchip implanted in the dog.

8. Clause 2.4 amended

Delete clause 2.4 and insert –

2.4 Unauthorized release

Unauthorized release of dogs is dealt with by section 43 of the Act.

9. Clause 3.1 amended

(1) Delete subclause 3.1(1)(c) and insert –

- (c) ensure that every gate or door in the fence is kept closed at all times when the dog is on the premises (unless the gate is temporarily opened in a manner that ensures that the dog remains confined) and is fitted with a proper latch or other means of fastening it;

(2) After subclause (2) –

- (a) delete the words “Penalty: Where the dog kept is a dangerous dog \$2,000, otherwise \$1,000.”

(b) insert –

- (3) Notwithstanding subclause (1) and (2), the confinement of dangerous dogs is dealt with in the Act and the Regulations.

10. Clause 3.3 inserted

After clause 3.2 insert –

3.3 Keeping of additional dogs not cause a nuisance

- (1) The local government may cancel licence or exemption referred to in clause 3.2(1) to keep additional dogs –
 - (a) on the request of the licensee;
 - (b) where a dog or dogs are creating a nuisance;
 - (c) following a breach of the Act, the Regulations or this local law; or
 - (d) if the licensee is not a fit and proper person.
- (2) The date a licence is cancelled is to be, in the case of –
 - (a) subclause (1)(a), the date requested by the licensee; or
 - (b) subclause (1)(b), (c) or (d), the date determined in written notice of cancellation of approval.

11. Clause 4.1 amended

In clause 4.1 insert in alphabetical order–

“kennel establishment” means any premises where more than the number of dogs under clause 3.2 over the age of 3 months are kept, boarded, trained or bred temporarily, usually for profit and where the occupier of the premises is not the ordinary keeper of the dogs;

12. Clause 4.4 amended

In subclause 4.4(3), delete the word “town” and replace with the word “local”.

13. Clause 4.7 amended

In subclause 4.7(a), delete the word “town” and replace with the word “local”.

14. Clause 4.9 amended

In clause 4.9 delete the words “Penalty: Where a dog involved in the contravention is a dangerous dog, \$2,000 and a daily penalty of \$200; otherwise \$1,000 and a daily penalty of \$100.”

15. Clause 5.1 amended

Delete clause 5.1 and insert –

5.1 Places where dogs are prohibited absolutely

- (1) Designation of places where dogs are prohibited absolutely is dealt with in the Act.
- (2) If a dog enters or is in a place specified in subclause (1), every person liable for the control of the dog at that time commits an offence.
- (3) Subclause (2) does not apply to a dog who is being used as an assistance animal as defined in the *Disability Discrimination Act 1992* (Commonwealth).

16. Clause 5.2 amended

Delete clause 5.2 and insert –

5.2 Places which are dog exercise areas

Designation of places which are dog exercise areas is dealt with in the Act.

17. Clause 6.1 amended

In clause 6.1 delete the words “Penalty: \$200.”

18. Clause 7.1A inserted

After clause 7.1 insert –

7.1A General penalty

- (1) A person who commits an offence under this local law is liable, on conviction, to a penalty not exceeding \$5,000.
- (2) If the offence is of a continuing nature, to an additional penalty or part of the day during which the offence has continued not exceeding –
 - (a) if the dog is a dangerous dog and daily penalty of not more than \$500 but not less than \$200; or
 - (b) otherwise, a daily penalty of \$100.

19. Clause 7.3 amended

In clause 7.3 delete the words “Form 7” and insert the words “Form 8”.

20. Clause 7.6 amended

In clause 7.6 delete the words “Form 8” and insert the words “Form 9”.

21. Schedule 3 amended

In Schedule 3 delete the table and insert –

Item	Offence	Nature of offence	Modified penalty \$	Dangerous Dog Modified Penalty \$
1	3.1	Failing to provide means for effectively confining a dog	100	500
2	4.9	Failing to comply with the conditions of a licence	200	500
3	6.1(2)	Dog excreting in prohibited place	100	

Dated _____ 2021

The Common Seal of the Shire of West Arthur was affixed by authority of a resolution of Council in the presence of –

K.J. KING, President

I. FITZGERALD, Acting Chief Executive Officer

DRAFT

ITEM 12.2 – COUNCIL MEETING DATES 2022

File Reference:	2.2.1
Location:	Shire of West Arthur
Applicant:	N/A
Author:	Acting Chief Executive Officer
Authorising Officer	Acting Chief Executive Officer
Date:	14 September 2021
Disclosure of Interest:	Nil
Attachments:	Nil
Previous Reference:	N/A

Summary:

Council to consider the dates and time for Ordinary Council Meetings in 2022.

Background:

In accordance with Section 5.25 (g) of the Local Government (Administration) Regulations 1996, Council needs to set dates for Ordinary Meetings of Council for 2021.

Council Meetings are currently held on the third Tuesday of every month with adjustments made around public holidays. The July meeting is usually held later in the month to enable the budget to be prepared prior to the meeting.

Meetings currently commence at 7pm.

Comment:

It is not proposed to hold a meeting in the month of January 2022. A special meeting can be called if required.

The following dates are on the third Tuesday of the month, with the exception of:

- April where it is proposed to hold the meeting on the second Tuesday to avoid agenda preparation clashing with Easter
- July where it is proposed to hold the meeting on the last Tuesday to allow for adoption of the annual budget, and
- December where it is proposed to hold the meeting on the second Tuesday due to the Christmas season.

Tuesday 15 February

Tuesday 15 March

Tuesday 12 April (2nd Tuesday to avoid clash with Easter)

Tuesday 17 May

Tuesday 21 June

Tuesday 26 July (4th Tuesday to allow for budget preparation)

Tuesday 16 August

Tuesday 20 September

Tuesday 18 October

Tuesday 15 November

Tuesday 13 December (2nd Tuesday due to Christmas season)

The meetings are proposed to commence at 7pm noting that Council is scheduled to review their meeting times in February after the conclusion of the 6 month trial agreed in July 2021.

Consultation:

Nil

Statutory Environment:

In accordance with the Local Government Act, at least once each year a local government is to give local public notice of the dates on which and the time and place at which –

- (a) the ordinary council meetings; and
- (b) the committee meetings that are required under the Act to be open to members of the public or that are proposed to be open to members of the public,

In accordance with Section 5.3. of the Local Government Act,

- (1) A council is to hold ordinary meetings and may hold special meetings.
- (2) Ordinary meetings are to be held not more than 3 months apart.

Policy Implications:

Nil

Financial Implications:

The annual budget provides for the expense associated with preparation of meeting agendas and for meeting fee expenses associated with Councillors attendance.

Strategic Implications:

Outcome 5.1 – Councillors represent the community and well trained

Our strategies and plans to achieve this include:

- ⇒ The Shire Council is representative of the community and collaborates with Shire staff to ensure the best outcomes for the community
- ⇒ Elected members have the training and skills relevant to serving as Councillors in order to act in the best interest of the Shire
- ⇒ Council process is open and transparent to the general community

Sustainability Implications:

- **Environmental:** There are no known significant environmental considerations.
- **Economic:** There are no known significant economic considerations.
- **Social:** There are no known significant social considerations.

Risk Implications:

Risk	Low (2)
Risk Likelihood (based on history and with existing controls)	Low (2)
Risk Impact / Consequence	Low (2)
Risk Rating (Prior to Treatment or Control)	Low (2)
Principal Risk Theme	Low (2)
Risk Action Plan (Controls or Treatment Proposed)	Low (2)

Risk Matrix:

Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of 2 has been determined for this item. Any items with a risk rating over 10 (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating over 17 will require a specific risk treatment plan to be developed.

Voting Requirements:

Simple majority

Officer Recommendation:

That Council set the 2022 Ordinary Council meeting dates as:

- Tuesday 15 February
- Tuesday 15 March
- Tuesday 12 April (2nd Tuesday to avoid clash with Easter)
- Tuesday 17 May
- Tuesday 21 June
- Tuesday 26 July (4th Tuesday to allow for budget preparation)
- Tuesday 16 August
- Tuesday 20 September
- Tuesday 18 October
- Tuesday 15 November
- Tuesday 13 December (2nd Tuesday due to Christmas season)

All meetings to commence at 7.00pm

Moved: _____

Seconded: _____

ITEM 12.3 FUNDING REALLOCATION – LOCAL ROADS AND COMMUNITY INFRASTRUCTURE ROUND 2

File Reference:	1.21
Location:	Shire of West Arthur
Applicant:	Acting Chief Executive Officer
Author:	Acting Chief Executive Officer
Authorising Officer	Acting Chief Executive Officer
Date:	18 September 2021
Disclosure of Interest:	Nil
Attachments:	Table of proposed allocations Darkan South and Boyup Brook Arthur Road photos
Previous Reference:	March 2021 Meeting Minutes

Summary:

Council has previously approved projects to be listed for funding under Round 2 of the Local Roads and Community Infrastructure scheme. Due to delays in getting projects started let alone completed a proposed reallocation of funding is presented for Councils consideration and adoption. This is of particular importance due to the requirement to have the funds expended prior to 31 December 2021.

Background:

Council approved the allocation of funding to projects under Round 2 of the Local Roads and Community Infrastructure scheme at the March 2021 meeting. The funding was provided on the basis that expenditure was to be completed by December 2021 – funding available as from 1 July. This gave very little time for projects to be completed especially given the shortage of contractors and in some cases materials.

Comment:

The short timeframe has caused difficulty as it gave very little time for projects to be completed especially given the shortage of contractors and in some cases materials. In addition, some of the projects required external approvals to be obtained or agreements to be put in place and this had not commenced until staff looked at getting the projects underway.

The administration is recommending the reallocation of some funding to either existing or new projects to help ensure that the funds are expended within the allocated time frame and importantly provide value to the community.

The road lining project has been completed and no funds were required to be provided by Council allowing for the funds to be reallocated.

The solar project at the swimming pool has been put on hold while more research is carried out – at the request of the school – allowing for funds reallocation.

The land where the ambulance shed is proposed to be located is reserve land vested with the shire but the management order does not allow for the land to be on-leased. Application has been made to the Department of Lands for the Shire of West Arthur to be given the power to lease all or part of the land.

It is proposed to increase the allocation to the Lake Towerrinning project to allow for new furniture (tables and chairs) to be installed under the new shade structures and thus help finish this project off.

It is proposed that funding be allocated to the resealing of some sections of Darkan South and Boyup Brook Arthur Roads that are showing signs of wear (photos attached). This project requires minimal planning and as long as the contractor can complete the works the funds should be able to be expended before the deadline.

Any project that has its funds reallocated at this time can and should be considered for the next round of Local Roads and Community Infrastructure that has a longer period in which funds can be expended thus allowing planning and completion for the community benefit. The guidelines for the next round have yet to be released.

Any change if projects and/or project funding will require approval of the funding body.

Consultation:

Staff

Community groups

Statutory Environment:

Local Government Act 1995

Policy Implications:

N/A

Financial Implications:

Reallocation of the funding will allow projects to be completed and require minimal contribution from council.

Strategic Implications:

Outcome 4.2 – Our built infrastructure is well maintained, attractive and inviting

Our strategies and plans to achieve this include:

- ⇒ Our parks and gardens are well maintained and attractive
- ⇒ Community facilities are continually reviewed and upgraded as required through asset management plans
- ⇒ Our townscapes are attractive and well developed with consideration for current and future usage

Sustainability Implications:

- **Environmental:** There are no known significant environmental considerations.
- **Economic:** There are no known significant economic considerations.
- **Social:** There are no known significant social considerations.

Risk Implications:

Risk	Low (4)
Risk Likelihood (based on history and with existing controls)	Low (4)
Risk Impact / Consequence	Low (4)
Risk Rating (Prior to Treatment or Control)	Low (4)
Principal Risk Theme	Low (4)
Risk Action Plan (Controls or Treatment Proposed)	Low (4)

Risk Matrix:

Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of 2 has been determined for this item. Any items with a risk rating over 10 (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating over 17 will require a specific risk treatment plan to be developed.

Voting Requirements:

Simple Majority

Officer Recommendation:

That Council authorise the reallocation of project funding as provided in the attachment and request the administration seek approval from the funding body to allow the projects to proceed.

Moved: _____

Seconded: _____

ATTACHMENTS

- Table of proposed allocations
- Darkan South and Boyup Brook Arthur Road photos

Project Number + Name	LRCI Funding Now Requested	Project Cost	Comments	ORIGINAL ALLOCATIONS APPROVED
1. Darkan St John Ambulance Sub-Centre	0	0	Meeting to be scheduled with St John Ambulance Committee	75,000
2. Street seating - Burrowes St	2,000	3,500	Seat ordered	2,000
3. Road centre lining - Darkan-Moodiarrup, Bowelling-Duranillin, Moodiarrup-Changerrup	0	0	Work completed	38,000
4. Repair cricket and practice wickets	17,000	20,000	Part completed, new mats ordered	17,000
5. Potable Water Infrastructure - Growden Place and Horwood St	25,000	30,000		25,000
6. Shade Shelters - Lake Towerrinning	47,966	88,840	Materials ordered - now adding furniture to the project	27,966
7. Darkan Railway Reserve - picnic shelter	60,000	240,000	Preliminary planning and design work underway	60,000
8. Darkan Swimming Pool - solar power	0		Defer project	20,000
9. Reseal sections of Darkan South and Boyup Brook Arthur Roads - 5kms	113,000	118,000	New requested project	Nil
	264,966	500,340		264,966

LRCI - Round 2

Network:23 Sep 2021 at 11:51:50 am AWST
Local:23 Sep 2021 at 11:51:50 am AWST
S 33° 26' 3.854", E 116° 46' 34.182"
Darkan South Road
Darkan WA 6392
Australia



Network:23 Sep 2021 at 12:55:46 pm AWST

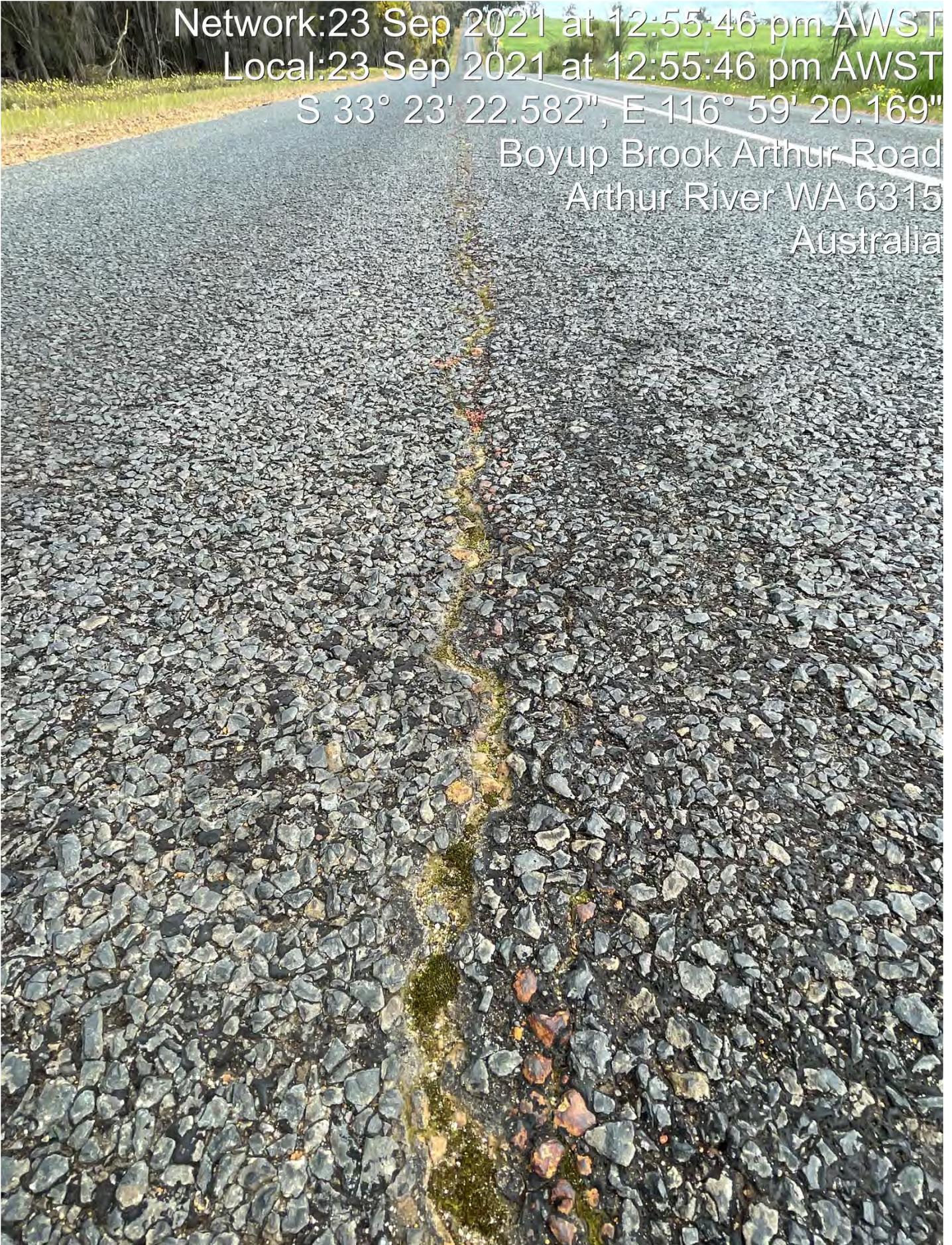
Local:23 Sep 2021 at 12:55:46 pm AWST

S 33° 23' 22.582", E 116° 59' 20.169"

Boyup Brook Arthur Road

Arthur River WA 6315

Australia



ITEM 12.4 BUDGET AMENDMENTS – 2021/22 ANNUAL BUDGET

File Reference:	1.3.1
Location:	Shire of West Arthur
Applicant:	Shire of West Arthur
Author:	Acting Chief Executive Officer
Authorising Officer	Acting Chief Executive Officer
Date:	23 September 2021
Disclosure of Interest:	Nil
Attachments:	Table of proposed budget amendments
Previous Reference:	N/A

Summary:

Council is requested to approve some amendments to the 2021/22 Annual Budget that have identified by staff. The amendments will have a net positive impact on the budget and provide scope for any further amendments that may be identified during the annual budget review process.

Background:

Council adopted the 2021/22 Annual Budget at the July 2021 Council meeting. At that point in time formal advice had not been received from the WA Local Government Grants Commission as to our road and the general-purpose grants for the 2021/22 financial year. Those allocations have now been advised and are greater than originally budgeted.

Comment:

The WA Local Government Grants Commission has advised that the grants for 2021/22 are:

General Purpose	\$ 602,892	Budget	\$ 534,721	Variance	\$ 68,171
Road Grant	\$ 563,197	Budget	\$ 532,341	Variance	\$ 30,856

In addition, since Council adopted the annual budget we have received formal advice from the Department of Fire and Emergency Services that we have been successful in our application for funding to construct a new fire shed in Arthur River – grant of \$52,214. This was not included in the budget so it is proposed that both the income and expenditure associated with this projected be included by way of budget amendments.

There are two items of expenditure that the staff have identified that were either not included in the budget or were understated in the budget.

In querying the lack of roadside spraying that was being completed it was brought to the author's attention that the existing spray unit was unfit for use and unfortunately had been for more than 18 months. Quotations have been sought on replacement units that would meet the needs of the outside crew and enable safe and effective roadside spraying activities to recommence. The spray unit would also be suitable for spraying of shire and school ovals to assist with weed management. The price quoted for a new ute mounted (cab controlled) spray unit is \$10,000.

In discussions with our consultant planner it has come to the authors attention that the current town planning scheme is out of date and well overdue for review as required by regulation. The scheme was adopted in May 2007 and should have been reviewed no later than November 2017 and no review has been undertaken. It is surprising the WA Planning

Commission has not contacted the shire on this matter given the long overdue nature of the required review.

Given that the scheme has not been reviewed since adoption and there have many changes to legislation over that period it should be anticipated that Council will be required to not only complete a scheme review but that a new scheme and local planning strategy will be required to be prepared. The cost of conducting the required review and preparation of new documents varies considerably between planning consultants in the conversations had by the author with both our current planning consultant and a planning firm previously used by the author. The other factor of concern is that the shires planning consultant is unable to commence the project for several months due to existing workloads.

It is proposed a review of the current scheme be undertaken by a planning consultancy with a report to prepared for Council outlining the requirements of both the WA Planning Commission and the shire to have an up to date and compliant planning scheme and local planning strategy and anticipated cost. It is proposed that as a part of the modernising of the shire’s planning framework that local planning policies be developed – a policy of the use of sea containers is one that may be of particular relevance given the level of enquiry of late. The proposed budget amendment allows the process to begin with any further budget allocation to be made in the budget review or 2022/23 budget when more detail is known.

Consultation:

Planning consultants
Equipment suppliers

Statutory Environment:

Local Government Act 1995
Financial Management Regulations 1996

Policy Implications:

N/A

Financial Implications:

There has been an increase in grant revenue which will help offset the funding of the planning consultant and spray unit purchase and still leave an amount of unallocated funds for use if required during the financial year.

Strategic Implications:

Outcome 5.3 – Establish and maintain sound business and governance structures

Our strategies and plans to achieve this include:

- Ensure that the local community is provided with value for money through the prudent expenditure of rates.
- Comply with regulations and best practice standards to drive good decision making by Council and Staff

Sustainability Implications:

- **Environmental:** There are no known significant environmental considerations.
- **Economic:** There are no known significant economic considerations.
- **Social:** There are no known significant social considerations.

Risk Implications:

Risk	Low (4)
Risk Likelihood (based on history and with existing controls)	Low (4)
Risk Impact / Consequence	Low (4)
Risk Rating (Prior to Treatment or Control)	Low (4)
Principal Risk Theme	Low (4)
Risk Action Plan (Controls or Treatment Proposed)	Low (4)

Risk Matrix:

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of 2 has been determined for this item. Any items with a risk rating over 10 (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating over 17 will require a specific risk treatment plan to be developed.

Voting Requirements:

Absolute majority

Officer Recommendation:

That Council authorise the budget amendments as detailed in the report attached to this item

Moved: _____

Seconded: _____

ATTACHMENTS

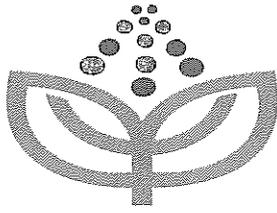
Table of proposed Budget amendments

2021/22 Budget Variances

	Increase	Decrease	Net Result
General Purchase Grant	68,171		68,171
Road Grant	30,856		30,856
Fire Shed Grant	52,214		52,214
Fire Shed Build Cost		54,000	-54,000
Ute Mounted Spray Unit		10,000	-10,000
Town Planning Expenses		20,000	-20,000

	151,241	84,000	67,241
Unallocated revenue			\$67,241

PUBLIC



SPRAYLINE

Innovative Spraying & Agri Solutions

Quotation: CSALI-5275
Customer: Shire of West Arthur

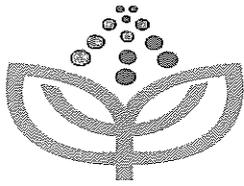
20/8/21

Good afternoon Ian

We thank you for your valued enquiry and forward our quotation for your consideration. Sprayline to supply a 500-litre spray unit on Galvanized skid frame with the following features.

- UV stabilised tank, with level markings and full draining sump
- Heavy duty galvanised frame with carry handles
- Large filling lid for easy filling
- Genuine Honda GX200 manual start engine
- AR30 diaphragm pump capable of 35 litres per minute open flow, 40 bar maximum pressure
- Pressure relief valve and pressure gauge mounted on pump
- Single hose reel
- 30 metres of 10mm tube fitted to reel.
- Turbo 400 spray guns with ceramic adjustable nozzle
- 3 section Control box
- Valve extension cable 3 metre
- Cable control unit connection
- Boom ATV cross over 4 metre
- Electric valve bank 3 section complete
- Boom end nozzle holders with off centre nozzles
- Tank mounting brackets

INNOVATIVE SPRAYING & AGRI SOLUTIONS



SPRAYLINE

Innovative Spraying & Agri Solutions

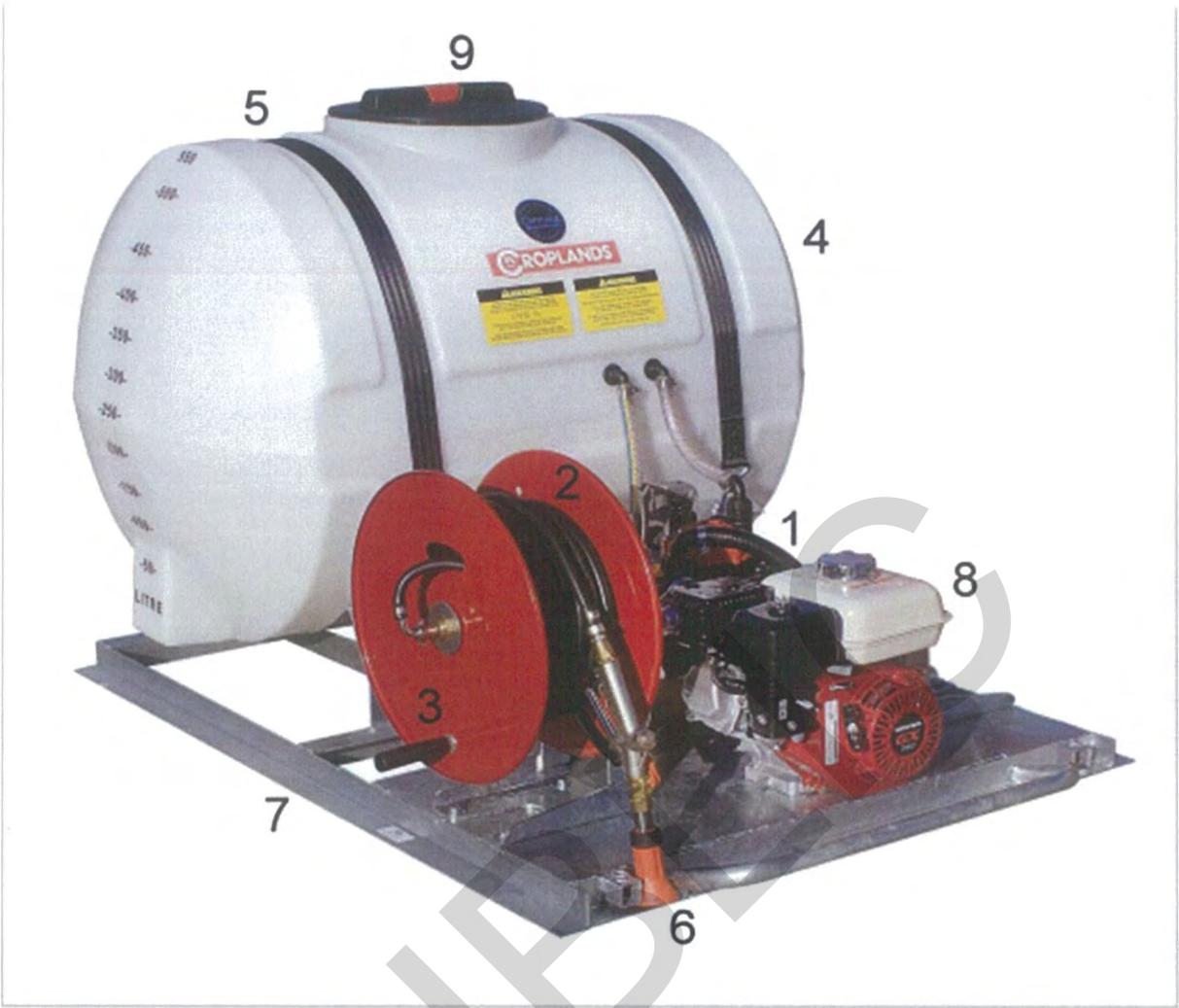
Price: \$10,027.98 including GST ex our store in Welshpool.
Availability: 4-6 weeks from time of order subject to prior sale.
Warranty: 24 months on the Honda engine and 12 months on the sprayer.
Warranty does not cover wear and tear, damage caused by misuse, insufficient cleaning practices or neglect, or any freight costs.
Validity: The quotation is valid for 30 days from today's date.
Terms: Standard 30 days EOM terms.
Failure to finalize accounts in this period will attract extra charges.

Should you require any additional information, please contact myself on the details below.

Regards

Marie Beauchamp
Sales/administraion
93531177
marie@sprayline-wa.com.au

INNOVATIVE SPRAYING & AGRI SOLUTIONS



13. Finance

13.1 - Financial Reports

File Reference: N/A
Location: Shire of West Arthur
Applicant: N/A
Author: Manager of Financial Reporting
Authorising Officer: A/Chief Executive Officer
Date: 22 September 2021
Disclosure of Interest: N/A
Attachments: Financial Reports – 31st August 2021

Previous Reference: N/A

Summary:

Consideration of the financial reports for the period ending 31st August 2021.

Background:

The financial reports for the period ending 31st August 2021 are included as attachments.

Comment:

If you have any questions regarding details in the financial reports, please contact the office prior to Council meeting so that sufficient time is given to research the request. This will enable the information to be provided at the Council meeting.

Consultation:

Not applicable.

Statutory Environment:

Section 34 (1) (a) of the Local Government (Financial Management) Regulations 1996 states that a Local Government is to prepare monthly statement of financial activity including annual budget estimates, monthly budget estimates, actual monthly expenditure, revenue and income, material variances between monthly budget and actual figures and net current assets on a monthly basis.

Policy Implications:

Not applicable.

Financial Implications:

Not applicable.

Strategic Implications:

Not applicable.

Sustainability Implications:

- **Environmental:** There are no known significant environmental considerations.
- **Economic:** There are no known significant economic considerations.
- **Social:** There are no known significant social considerations.

Risk Implications:

Risk	Low (1)
Risk Likelihood (based on history and with existing controls)	Low (1)
Risk Impact / Consequence	Low (1)
Risk Rating (Prior to Treatment or Control)	Low (1)
Principal Risk Theme	Low (1)
Risk Action Plan (Controls or Treatment Proposed)	Low (1)

Risk Matrix:

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of 2 has been determined for this item. Any items with a risk rating over 10 (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating over 17 will require a specific risk treatment plan to be developed.

Voting Requirements:

Simple majority

Officer Recommendation:

That the financial reports for the periods ending 31st August 2021 as presented be accepted.

Moved: _____

Seconded: _____

ATTACHMENTS

Financial Reports – 31st August 2021

SHIRE OF WEST ARTHUR
STATEMENT OF FINANCIAL ACTIVITY
(By Nature or Type)
For the Period Ended 31 August 2021

	Note	Annual Budget 2021/2022 \$	YTD Budget (a) \$	YTD Actual (b) \$	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
Opening Funding Surplus (Deficit)	2	1,162,486	1,162,486	1,162,486	0	0%	
Revenue from operating activities							
Rates		1,776,244	1,772,712	1,772,712	0	0%	
Operating Grants, Subsidies and Contributions	6	813,807	274,782	299,822	25,040	9%	
Fees and Charges		262,985	88,834	85,852	(2,982)	(3%)	
Interest Earnings		36,389	300	277	(23)	(8%)	
Other Revenue		71,872	150	3,989	3,839	2559%	
Profit on Disposal of Assets		6,799	0	0	0		
		2,968,096	2,136,778	2,162,652	25,874		
Expenditure from operating activities							
Employee Costs		(1,869,777)	(332,081)	(322,168)	9,913	3%	
Less overhead and wage allocations			0	0	0		
Materials and Contracts		(811,033)	(141,924)	(133,689)	8,235	6%	
less Pdepn and POC allocations			0	0	0		
Utility Charges		(93,534)	(7,795)	(7,062)	733	9%	
Depreciation on Non-Current Assets		(2,140,359)	(89,886)	(86,829)	3,057	3%	
Interest Expenses		(25,232)	0	0	0		
Insurance Expenses		(103,791)	(103,791)	(104,149)	(358)	(0%)	
Other Expenditure		(36,500)	0	0	0		
Loss on Disposal of Assets		(5,350)	0	0	0		
		(5,085,576)	(675,476)	(653,897)	21,579		
Operating activities excluded from budget							
Add back Depreciation		2,140,359	89,886	86,829	(3,057)	(3%)	
Adjust (Profit)/Loss on Asset Disposal		(1,449)	0	0	0		
Adjust Provisions and Accruals		0	(32,833)	(32,833)	0	0%	
Amount attributable to operating activities		21,430	1,518,355	1,562,751	44,396		
Investing activities							
Grants, Subsidies and Contributions	6	995,128	0	0	0		
Proceeds from Disposal of Assets		64,228	0	0	0		
Land and Buildings	7	(579,700)	0	0	0		
Infrastructure Assets - Roads	7	(1,138,717)	(5,000)	(4,989)	11	0%	
Infrastructure Assets - Other	7	(586,188)	(5,000)	(4,062)	938	19%	▲
Plant and Equipment	7	(530,115)	(66,115)	(62,615)	3,500	5%	
Furniture and Equipment	7	(8,500)	0	0	0		
Amount attributable to investing activities		(1,783,864)	(76,115)	(71,666)	4,449		
Financing Activities							
Proceeds from Self Supporting Loan - repayments		28,087	0	0	0		
Transfer from Reserves	5	1,237,967	0	0	0		
Repayment of Debentures		(96,883)	0	0	0		
Transfer to Reserves	5	(569,223)	(165)	(160)	5	3%	
Amount attributable to financing activities		599,948	(165)	(160)	5		
					0		
Closing Funding Surplus (Deficit)	2	0	2,604,561	2,653,411	48,850	2%	

Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.
Refer to Note 1 for an explanation of the reasons for the variance.

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

SHIRE OF WEST ARTHUR
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2021

Note 1: Explanation of Material Variances

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date budget materially.

The material variance adopted by Council for the 2021/22 year is \$10,000 or 10% whichever is the greater.

Operating Grants, Subsidies and Contributions

17043	General Purpose Grant above budget
7714	WALGGC - Roads Grant above budget

PUBLIC

SHIRE OF WEST ARTHUR
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2021

Note 2: Net Current Funding Position

Positive=Surplus (Negative=Deficit)

	Note	Last Years Closing	Current
		30 June 2021	31 Aug 2021
		\$	\$
Current Assets			
Cash Unrestricted	3	1,261,046	822,036
Cash Restricted	5	2,892,467	2,892,627
Cash Restricted - unspent grants		296,748	447,597
Receivables - Rates	4	145,377	1,786,688
Receivables - Other	4	241,642	187,214
Inventories		23,433	23,433
		4,860,713	6,159,595
Less: Current Liabilities			
Payables		(509,012)	(165,960)
Unspent grants, contributions and reimbursements		(296,748)	(447,597)
		(805,760)	(613,557)
Less: Cash Reserves	5	(2,892,467)	(2,892,627)
Net Current Funding Position		1,162,486	2,653,411

SHIRE OF WEST ARTHUR
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2021

Note 3: Cash and Investments

	Unrestricted	Restricted	Trust	Total Amount	Institution	Interest Rate	Maturity Date
	\$	\$	\$	\$			
(a) Cash Deposits							
Municipal Bank Account	473,805			473,805	NAB	0.01%	At Call
Municipal Bank - Bendigo	165,228			165,228	Bendigo	0.01%	At Call
Municipal Cash Maximiser	630,000			630,000	NAB	0.01%	At Call
Trust Bank Account			3,213	3,213	NAB	0.01%	At Call
Trust Cash Maximiser			70,269	70,269	NAB	0.01%	At Call
Reserve Cash Maximiser		5		5	NAB	0.01%	At Call
Bendigo Reserve		0		0	Bendigo	0.10%	At Call
(b) Term Deposits							
Reserve term deposit		1,278,005		1,278,005	NAB	0.34%	28/06/2022
Reserve term deposit		1,614,617		1,614,617	Bendigo	0.40%	2/03/2022
Total	1,269,033	2,892,627	73,482	4,235,142			

SHIRE OF WEST ARTHUR
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2021

Note 4: Receivables

Receivables - Rates Receivable	31 Aug 2021	30 June 2021	Receivables - General	Current	30 Days	60 Days	90+ Days	Total
	\$	\$		\$	\$	\$	\$	\$
Opening Arrears Previous Years	237,534	199,932	Receivables - General	1,961	139,507	40,589	4,392	186,449
Levied this year (incl rubbish & ESL)	1,876,228	1,847,083						
Less Collections to date	(235,867)	(1,809,481)	Balance per Trial Balance					
Equals Current Outstanding	1,877,895	237,534	Sundry Debtors					0
Add paid in advance	950		Receivables - Other					0
Net Rates Collectable	1,878,845	237,534	Total Receivables General Outstanding					186,449
% Collected	11.16%	88.40%						
Less Recognised as doubtful	(92,157)	(92,157)						

Amounts shown above include GST (where applicable)

PUBLIC

SHIRE OF WEST ARTHUR
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2021

Note 5: Cash Backed Reserve

Name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Leave Reserve	210,490	842	12	0	0	(25,000)	0	186,332	210,502
Plant Reserve	522,877	2,102	29	310,000	0	(465,887)	0	369,092	522,906
Building Reserve	677,641	2,712	37	85,650	0	(515,000)	0	251,003	677,678
Town Development Reserve	71,305	285	4	0	0	(70,000)	0	1,590	71,309
Recreation Reserve	162,775	651	9	0	0	0	0	163,426	162,784
Heritage Reserve	5,755	23	0	300	0	0	0	6,078	5,755
Community Housing Reserve	153,767	610	9	20,000	0	(25,000)	0	149,377	153,776
Waste Management Reserve	122,370	489	7	0	0	(100,000)	0	22,859	122,377
Darkan Swimming Pool Reserve	44,081	176	2	5,000	0	0	0	49,257	44,083
Information Technology Reserve	50,306	201	3	50,000	0	0	0	100,507	50,309
Darkan Sport and Community Centre Reserve	289,516	1,158	16	30,000	0	0	0	320,674	289,532
Arthur River Country Club Renewal Reserve	34,043	136	2	6,000	0	0	0	40,179	34,045
Museum Reserve	128,155	497	7	0	0	(5,000)	0	123,652	128,162
Moodiarrup Sports Club Reserve	13,539	58	1	5,000	0	0	0	18,597	13,540
Landcare Reserve	37,871	173	2	0	0	(17,080)	0	20,964	37,873
Corporate Planning and Valuation Reserve	34,836	139	2	0	0	(15,000)	0	19,975	34,838
Kids Central Members Reserve	1,607	3	0	5,704	0	0	0	7,314	1,607
The Shed Reserve	12,258	47	1	0	0	0	0	12,305	12,259
Recreation Trails Reserve	1,214	5	0	0	0	0	0	1,219	1,214
Community Gym Reserve	11,026	34	1	0	0	0	0	11,060	11,027
Economic Development Reserve	73,617	294	4	40,000	0	0	0	113,911	73,621
Road Reserve	233,418	934	13	0	0	0	0	234,352	233,431
	2,892,467	11,569	160	557,654	0	(1,237,967)	0	2,223,723	2,892,627

Note: Reserve transfers are generally completed at year end unless funds are required sooner.

SHIRE OF WEST ARTHUR
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2021

Note 6: Grants and Contributions	Grant Provider	Type	Opening Balance (a)	Budget Operating (b)	Capital (c)	YTD Actual Revenue (f)	(Expended) (g)	Unspent Grant (a)+(f)+(g)	Comment
				\$	\$	\$	\$	\$	
General Purpose Funding									
	Grants Commission - General	WALGGC - General Purpose Grant	0	279,900	0	87,018	0	0	Grant income expected to be \$68,172 above budget
	Grants Commission - Roads	WALGGC - Local Roads Grant	0	237,417	0	67,068	0	0	Grant income expected to be \$30,855 above budget
Law, Order and Public Safety									
	FESA Grant - Operating Bush Fire Brigade	Dept. of Fire & Emergency Services	0	43,126	0	10,927	(10,927)	0	
	Federal Road & Community Infrastructure - St Johns Building	Dept. of Infrastructure, Transport, Regional Development and Communications	0	75,000	0	0	0	0	
Housing									
	Community Housing Repairs	Dept of Communities	0	10,495	0	10,495	0	10,495	Recognised as income when corresponding expenditure recognised
Community Amenities									
	Federal Road & Community Infrastructure - Seat	Dept. of Infrastructure, Transport, Regional Development and Communications	0	2,000	0	0	0	0	
Recreation and Culture									
	Federal Road & Community Infrastructure - Railway reserve and cricket wicket	Dept. of Infrastructure, Transport, Regional Development and Communications	0	0	77,000	0	0	0	
	Federal Road & Community Infrastructure - Swimming pool	Dept. of Infrastructure, Transport, Regional Development and Communications	0	20,000	0	0	0	0	
	Federal Road & Community Infrastructure - Lake Towerrinning shade and landscaping	Dept. of Infrastructure, Transport, Regional Development and Communications	0	0	27,996	0	0	0	
	Heritage Inventory	Dept of Planning, Lands & Heritage	0	9,198	0	0	0	0	
	Community event grants	Unknown	0	1,000	0	0	0	0	
Transport									
	Roads To Recovery Grant - Cap	Roads to Recovery	0	0	320,264	0	0	0	
	Roads To Recovery Grant - Cap	Roads to Recovery	0	0	102,073	0	0	0	
	RRG Grants - Capital Projects	Regional Road Group	0	0	350,884	140,354	0	140,354	Shown as a liability until spent, then recognised as income
	Federal Road & Community Infrastructure Direct Grant	Main Roads - Direct Grant	0	134,671	0	134,671	0	0	
Economic Development									
	Kylie Dam Project	Department of Water	0	0	53,911	0	0	0	
	Federal Road & Community Infrastructure - Potable water	Dept. of Infrastructure, Transport, Regional Development and Communications	0	0	25,000	0	0	0	
TOTALS			0	812,807	995,128	450,533	(10,927)	150,849	
SUMMARY									
	Operating	Operating Grants, Subsidies and Contributions	0	651,988	0	288,757	0	0	
	Operating - Tied	Tied - Operating Grants, Subsidies and Contributions	0	160,819	0	21,422	(10,927)	10,495	
	Non-operating	Non-operating Grants, Subsidies and Contributions	0	0	995,128	140,354	0	140,354	
TOTALS			0	812,807	995,128	450,533	(10,927)	150,849	

SHIRE OF WEST ARTHUR
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2021

Note 7: Capital Acquisitions									
Assets	Account	YTD Actual			Budget			Variance	
		Wages and Plant	Materials and Contractors	Total YTD	Wages and Plant	Materials and Contractors	Total Budget	Total YTD to Budget	Comment
		\$	\$	\$	\$	\$	\$	\$	
Furniture									
Other Property & Services									
	Printer	0	0	0	0	(8,500)	(8,500)	8,500	
	Furniture Total	0	0	0	0	(8,500)	(8,500)	8,500	
Land and Buildings									
Housing									
	Renovations to existing joint venture community housing units	0	0	0	0	(25,000)	(25,000)	25,000	
Community Amenities									
	Chalet completion	0	0	0	(1,000)	(25,000)	(26,000)	26,000	
	Toilet - Bowelling (grant to be sourced for materials)	0	0	0	(8,700)	0	(8,700)	8,700	
Other Property & Services									
	Staff housing improvements/renovations	0	0	0	(8,300)	(50,000)	(58,300)	58,300	
	New staff house	0	0	0	(11,700)	(450,000)	(461,700)	461,700	
	Buildings Total	0	0	0	(29,700)	(550,000)	(579,700)	579,700	
Infrastructure									
Community Amenities									
	Darkan Refuse Site	0	0	0	(20,000)	(100,000)	(120,000)	120,000	
Recreation And Culture									
	Darkan Railway Reserve - redevelopment of play and youth area	(534)	(3,528)	(4,062)	(30,000)	(220,000)	(250,000)	245,938	
	Cricket oval infrastructure - wicket	0	0	0	0	(17,000)	(17,000)	17,000	
	Lake Towerrinning - Shade and landscaping	0	0	0	0	(40,000)	(40,000)	40,000	
Transport									
	Slip lane car park off Burrowes Street	0	0	0	(34,073)	(19,115)	(53,188)	53,188	
Economic Development									
	Kylie Dam Water Project	0	0	0	(14,000)	(67,000)	(81,000)	81,000	
	Potable water Infrastructure	0	0	0	0	(25,000)	(25,000)	25,000	
	Infrastructure Total	(534)	(3,528)	(4,062)	(98,073)	(488,115)	(586,188)	582,126	
Plant , Equip. & Vehicles									
Transport									
	Prime Mover	0	0	0	0	(170,000)	(170,000)	170,000	
	Side Tipping Trailer	0	0	0	0	(120,000)	(120,000)	120,000	
	Passenger Vehicle	0	(51,725)	(51,725)	0	(52,225)	(52,225)	500	
	Forklift	0	0	0	0	(25,000)	(25,000)	25,000	
	Road Broom	0	0	0	0	(45,000)	(45,000)	45,000	
	Utes	0	0	0	0	(104,000)	(104,000)	104,000	
	Mower	0	(10,890)	(10,890)	0	(13,890)	(13,890)	3,000	
	Plant, Equip & Vehicles Total	0	(62,615)	(62,615)	0	(530,115)	(530,115)	467,500	

SHIRE OF WEST ARTHUR
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2021

Note 7: Capital Acquisitions									
Assets	Account	YTD Actual			Budget			Variance	
		Wages and Plant	Materials and Contractors	Total YTD	Wages and Plant	Materials and Contractors	Total Budget	Total YTD to Budget	Comment
		\$	\$	\$	\$	\$	\$	\$	
Roads									
Regional Road Group									
Boyup Brook Arthur Road		0	0	0	(158,152)	(126,856)	(285,008)	285,008	
Bowelling Duranillin Road		0	0	0	(146,055)	(104,307)	(250,362)	250,362	
Regional Road Group Total		0	0	0	(304,207)	(231,163)	(535,370)	535,370	
Roads to Recovery									
Darkan South Road - Slip Lane and Intersection		0	0	0	(28,850)	(29,600)	(58,450)	58,450	
Darkan South Road - Widening Corners		0	0	0	(67,652)	(40,220)	(107,872)	107,872	
Sandalwood Road		0	0	0	(83,641)	(26,480)	(110,121)	110,121	
Moodiarrup South Road		0	0	0	(46,394)	(12,450)	(58,844)	58,844	
Darkan South Road		0	0	0	(47,664)	(51,100)	(98,764)	98,764	
Roads to Recovery Total		0	0	0	(274,201)	(159,850)	(434,051)	434,051	
Road and Community Infrastructure Program									
Bowelling Dura, Darkan South, Moodiarrup Changerup Centre line		0	(4,989)	(4,989)	0	(38,000)	(38,000)	33,011	
Shire Funded Total		0	(4,989)	(4,989)	0	(38,000)	(38,000)	33,011	
Shire Funded									
Burnett Road		0	0	0	(53,011)	(11,031)	(64,042)	64,042	
Cordering North Road		0	0	0	(50,019)	(11,690)	(61,709)		
Collie South East Road		0	0	0	(225)	(5,320)	(5,545)	5,545	
Shire Funded Total		0	0	0	(103,255)	(28,041)	(131,296)	69,587	
	Roads Total	0	0	(4,989)	(681,663)	(457,054)	(1,138,717)	1,072,019	
Capital Expenditure Total		(534)	(66,143)	(71,666)	(809,436)	(2,033,784)	(2,843,220)	2,709,845	

13.2 - Accounts for Payment

File Reference:	N/A
Location:	N/A
Applicant:	N/A
Author:	R Schinzig
Authorising Officer	Acting Chief Executive Officer
Date:	24 September 2021
Disclosure of Interest:	N/A
Attachments:	Creditor Payment Listing
Previous Reference:	N/A

Summary:

Council to note payments of accounts as presented.

Background:

The schedule of accounts is included as an attachment for Council information.

Comment:

If you have any questions regarding payments in the listing please contact the office prior to the Council meeting.

Consultation:

There has been no consultation.

Statutory Environment:

Section 12 of the Local Government (Financial Management) Regulations 1996 states that

- 12 (1) A list of creditors is to be compiled for each month showing –
- (a) The payee's name;
 - (b) The amount of the payment;
 - (c) Sufficient information to identify to transaction; and
 - (d) The date of the meeting of the council to which the list is to be resented.

Policy Implications:

There are no policy implications.

Financial Implications:

There are no financial implications.

Strategic Implications:

There are no strategic implications.

Sustainability Implications:

- **Environmental:** There are no known significant environmental considerations.
- **Economic:** There are no known significant economic considerations.
- **Social:** There are no known significant social considerations.

Risk Implications:

Risk	Low (1)
Risk Likelihood (based on history and with existing controls)	Low (1)
Risk Impact / Consequence	Low (1)
Risk Rating (Prior to Treatment or Control)	Low (1)
Principal Risk Theme	Low (1)
Risk Action Plan (Controls or Treatment Proposed)	Low (1)

Risk Matrix:

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of 2 has been determined for this item. Any items with a risk rating over 10 (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating over 17 will require a specific risk treatment plan to be developed.

Voting Requirements:

Simple majority

Officer Recommendation:

That in accordance with section 13 of the Financial Management Regulations of the Local Government Act 1995 and in accordance with delegation, payment of Municipal Fund vouchers 24082021.1-24082021.34, 31082021.1-31082021.20, 10092021.1-10092021.22, 20092021.1-20092021.13, Cheque 2069, Licensing, Salaries and Wages, EFT transfers and Direct Debits totalling \$335671.15 as listed (attached) be noted as approved for payment.

Moved: _____

Seconded: _____

ATTACHMENTS

Creditor Payment Listing

Shire of West Arthur
Cheque Detail
August 11 - 24 September 2021

Date	Num	Name	Original Amount
19/08/2021	EFT	SALARIES & WAGES	52,138.88
		PAYROLL	
24/08/2021	24082021.1	AIR LIQUIDE	88.96
		GAS CYLINDERS	
24/08/2021	24082021.2	AUSTRALIA POST	16.56
		STAPLES AND PENS	
24/08/2021	24082021.3	BLACKWOOD BASIN GROUP (INC)	1,617.00
		LANDCARE SUPPORT	
24/08/2021	24082021.4	BUNBURY TRUCKS	1,212.41
		PARTS AND REPAIRS TO HINO 921 CREW CAB - T21	
24/08/2021	24082021.5	BURGESS RAWSON	304.54
		DARKAN RAILWAY RESERVE WATER FOUNTAIN USAGE REIMBURSEMENT	
24/08/2021	24082021.6	CENTRAL COUNTRY ZONE WALGA	2,200.00
		CENTRAL COUNTRY ZONE WALTER SUBSCRIPTION 2021/22	
24/08/2021	24082021.7	CHIA, KERRY N	201.54
		SENIORS MEALS AND BUSINESS SUNDOWNER	
24/08/2021	24082021.8	CJD EQUIPMENT PTY LTD	567.30
		PARTS & REPAIRS FOR L15 VOLVO LOADER	
24/08/2021	24082021.9	COLLIE ELECTRICAL SERVICES	496.32
		REPLACE SWITCH IN SHOWER BLOCK AT CARAVAN PARK AND ISSUE WITH POWER AT TOWN DAM	
24/08/2021	24082021.10	COLLIE MOWERS & MORE	721.80
		WHIPPER SNIPPER HEAD, FLU KIT FOR 31 ARTHUR, FIRE BRICKS FOR 4/12 AND 2/10 HILLMAN	
24/08/2021	24082021.11	CORSIGN	2,805.00
		SIGNAGE LEGS AND RED AND WHITE WATER FILLED BARRIERS	
24/08/2021	24082021.12	DARDANUP BUTCHERING COMPANY	309.85
		GOODS FOR SENIORS MEALS	
24/08/2021	24082021.13	EASIFLEET MANAGEMENT- MOUNTSVILLE PTY LTD	2,443.26
		SALARY SACRIFICE PAYMENTS	
24/08/2021	24082021.14	EXPRESS PRINT	418.00
		ENVELOPES	
24/08/2021	24082021.15	FITZGERALD, IAN.	240.05
		REIMBURSE OFFICE STATIONERY, COUNCIL MEETING REFRESHMENTS, MOBILE PHONE AND WORKS CREW BBQ	
24/08/2021	24082021.16	FLEAYS STORE	350.72
		SUPPLIES FOR SENIORS MEALS & MILK & COFFEE FOR OFFICE	
24/08/2021	24082021.17	G & M DETERGENTS	1,071.40
		CLEANING SUPPLIES	
24/08/2021	24082021.18	LANDGATE	128.24
		TITLE SEARCH AND LAND ENQUIRES FOR THE PURPOSE OF RATES	
24/08/2021	24082021.19	LGISWA	574.21
		REIMBURSEMENT OF INSURANCE PAID IN EXCESS OF CLAIM	
24/08/2021	24082021.20	LOCAL HEALTH AUTHORITIES ANALYTICAL COMM	396.00
		LHAAC ANALYTICAL SERVICES	
24/08/2021	24082021.21	MOTORPASS	5.50
		MOTORPASS CARD FEE	
24/08/2021	24082021.22	OFFICE OF THE AUDITOR GENERAL	990.00
		R2R AUDIT 2019/20 ANNUAL REPORT	
24/08/2021	24082021.23	SHIRE OF WAGIN.	742.50
		1/6 PORTION OF 4WDL EXECUTIVE OFFICER HOURS	
24/08/2021	24082021.24	SIGNS PLUS	34.50
		NAME BADGES FOR ACTING CEO & WORKS MANAGER & POSTAGE	
24/08/2021	24082021.25	SNAP OSBORNE PARK	810.70
		RATE NOTICES PRINTED	
24/08/2021	24082021.26	SOS OFFICE EQUIPMENT	364.92
		METER READINGS FOR THE FUJI XEROX PRINTER FOR JULY 2021	
24/08/2021	24082021.27	SOUTH REGIONAL TAFE	490.20
		CHAINSAW COURSE	
24/08/2021	24082021.28	SOUTH, MAUREEN	1,000.00
		REIMBURSEMENT OF WESTCARE ASSISTANCE TO CLIENT	
24/08/2021	24082021.29	WALES, PAM	200.00
		WESTCARE REIMBURSEMENT	
24/08/2021	24082021.30	WARREN BLACKWOOD WASTE	2,498.26
		DOMESTIC WASTE & RECYCLING BIN FEES	
24/08/2021	24082021.31	WEST ARTHUR COMMUNITY RESOURCE CENTRE	667.96
		LAMINATING OF MAPS AND DOCTORS HOURS FOR JULY 2021	
24/08/2021	24082021.32	WEST ARTHUR COTTAGE HOMES1	280.00
		WESTCARE PAYMENT	
24/08/2021	24082021.33	WHITE AMY	310.99
		QUILT COVERS FOR NEW CHALET	

Shire of West Arthur
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Date	Num	Name	Original Amount
24/08/2021	24082021.34	ABCO PRODUCTS SANITARY BIN	251.61
31/08/2021	31082021.1	BUNBURY GEOTECHNICAL & LABORATORY SERVICE GEOTECH SITE REPORT ON RAILWAY RESERVE FOR PUMP TRACK	1,365.44
31/08/2021	31082021.2	CHIA, KERRY SENIORS MEALS AND WALGA ABORIGINAL ENGAGEMENT FORUM	290.25
31/08/2021	31082021.3	COLLIE ELECTRICAL SERVICES CHECK ELECTRICAL PROBLEM AT 18 GIBBS STREET (ESTIMATE \$200)	554.62
31/08/2021	31082021.4	CREATIVE SPACES 50% OF CONCEPT DESIGN FEES - DARKAN RAILWAY RESERVE FAMILY SPACE - LRCI PHASE 2	2,378.75
31/08/2021	31082021.5	DARDANUP BUTCHERING COMPANY MEAT FOR SENIOR MEALS	196.57
31/08/2021	31082021.6	DARKAN AGRI SERVICES GAS BOTTLES, CEMENT, PAINT, DOORMATS, PPE, PARKS & GARDENS SUPPLIES, BOLTS FOR WATER TANKER	1,046.90
31/08/2021	31082021.7	DEPARTMENT OF FIRE AND EMERGENCY SERVICES 21/22 ESL QUARTER 1 CONTRIBUTION	16,526.40
31/08/2021	31082021.8	HARRINGTON, KYM JACKSONS DRAWINGS - NISSEN HUT CURTAINS - PARTNERSHIP WITH SCHOOL NAIDOC WEEK - PAINT PRODUCTS	229.00
31/08/2021	31082021.9	INTEGRATED ICT IT SERVICES FOR JULY 2021	1,717.15
31/08/2021	31082021.10	LIBERTY OIL AUSTRALIA PTY LTD 14,000L DIESEL DELIVERED	18,093.63
31/08/2021	31082021.11	McKENZIE MAXINE REIMBURSE STATIONERY	49.10
31/08/2021	31082021.12	MOORE AUSTRALIA (WA) PTY LTD FINAL PAYMENT OF FMR REF PO CEO363 \$18,700	1,100.00
31/08/2021	31082021.13	OFFICEWORKS LABELS FOR SENIORS MEALS	76.11
31/08/2021	31082021.14	PUTLAND MOTORS HAND CLEANER, OILS, GREASE GUN, PARTS & REPAIRS FOR HINO CREW CAB, WORKS UTES, LOADERS, FORKLIFT, WATER TANKER & SAWS	3,862.09
31/08/2021	31082021.15	SCHINZIG, RENEE. POLICE CLEARANCE FOR LICENSING TRAINING	49.90
31/08/2021	31082021.16	SHIRE OF BROOKTON 1/18 WHEATBELT SOUTH REGIONAL ROADGROUP HONORARIUM 2021/22	100.00
31/08/2021	31082021.17	TOLL TRANSPORT PTY LTD FREIGHT FROM CORSIGN, SOS AND CJD EQUIPMENT	735.39
31/08/2021	31082021.18	WEBB, JANELLE FIRST AID TRAINING ST JOHN AMBULANCE	160.00
31/08/2021	31082021.19	WHITE, JB & AN REIMBURSE CLEANING SUPPLIES	52.00
31/08/2021	31082021.20	WILSONS MACHINERY PARTS FOR TREE PRUNING SAW	920.00
2/09/2021	EFT	SALARIES & WAGES PAYROLL	52,568.09
10/09/2021	10092021.1	AIR LIQUIDE GAS CYLINDERS	88.96
10/09/2021	10092021.2	AUSPIRE - AUSTRALIA DAY COUNCIL PUBLIC REALATIONS & CIVIC FUNCT. - MEMBERSHIP TO AUS DAY COUNCIL	650.00
10/09/2021	10092021.3	AUSTRALIA POST POSTAGE FOR RATES, LARGE ENVELOPES, LATE PAYMENT FEE	518.74
10/09/2021	10092021.4	CHIA, KERRY SENIORS MEALS	240.29
10/09/2021	10092021.5	COALFIELDS WEARPARTS GRADER BLADES	1,188.00
10/09/2021	10092021.6	COLLIE ELECTRICAL SERVICES TV INSTALLATION IN NEW CHALET, REPLACE SWITCHES DARKAN CARAVAN PARK ABLUTIONS	675.29
10/09/2021	10092021.7	CONWAY Highbury PTY LTD DOG LAW AMENDMENT, NEW FENCING LAW	715.00
10/09/2021	10092021.8	DARDANUP BUTCHERING COMPANY MEAT ORDER FOR SENIOR MEALS	164.68
10/09/2021	10092021.9	DEPARTMENT OF MINES, IND REG AND SAFETY BUILDING SERVICES LEVY REMITTANCE FOR MONTH OF SEPT 21	132.00
10/09/2021	10092021.10	EASIFLEET MANAGEMENT- MOUNTSVILLE PTY LTD SALARY SACRIFICE PAYMENTS	2,443.26
10/09/2021	10092021.11	EQUIPCO 240V BOWSER SYSTEM FOR DIESEL TRANSFER	1,867.66

Shire of West Arthur
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Date	Num	Name	Original Amount
10/09/2021	10092021.12	LANDGATE RURAL UV INTERIM VALUATION SHARED	86.94
10/09/2021	10092021.13	MARRAHBELLA COTTAGE ACCOMMODATION FOR HERITAGE ASSESSMENT - LAURA	125.00
10/09/2021	10092021.14	MOSES, BETH POLICE CLEARANCE FOR LICENSING TRAINING	49.90
10/09/2021	10092021.15	MUIR, JAMES REIMBURSE FUEL COSTS	29.18
10/09/2021	10092021.16	OFFICEWORKS OFFICE STATIONERY	501.78
10/09/2021	10092021.17	SCINTEX INSECT FOGGER, CHEMICAL CONCENTRATE & FREIGHT	2,486.00
10/09/2021	10092021.18	SEEK LIMITED ADVERTISING FOR CEO VACANCY	423.50
10/09/2021	10092021.19	SOS OFFICE EQUIPMENT PHOTOCOPIER BILLING JOB AUGUST 21	264.60
10/09/2021	10092021.20	T R ANDERSON PAINTING PAINTING FOR NEW CHALET	5,678.20
10/09/2021	10092021.21	TOLL TRANSPORT PTY LTD FREIGHT FROM SOS FOR OFFICE AND STATE LIBRARY FOR CRC	26.70
10/09/2021	10092021.22	WHITE AMY REIMBURSE BEDDING/BATHROOM FOR NEW CHALET	522.00
16/09/2021	EFT	SALARIES & WAGES PAYROLL	57,337.34
20/09/2021	20092021.1	AIR LIQUIDE GAS CYLINDERS	88.96
20/09/2021	20092021.2	CORSIGN TRAFFIC HAZARD SIGN	165.00
20/09/2021	20092021.3	CREATIVE SPACES SECOND 50% OF CONCEPT DESIGN FEES - DARKAN RAILWAY RESERVE FAMILY SPACE - STAGE 2-4 DESIGN DEVELOPMENT/PLANNING/BL	5,128.75
20/09/2021	20092021.4	DOWN TO EARTH TRAINING & ASSESSING WORKS CREW TRAINING, ACCOMODATION & TRAVEL FOR TRAINER	6,460.00
20/09/2021	20092021.5	FLEAYS STORE SUPPLIES FOR SENIORS MEALS & MILK & BISCUITS FOR OFFICE	417.10
20/09/2021	20092021.6	INTEGRATED ICT IT SERVICES FOR AUGUST 2021	974.77
20/09/2021	20092021.7	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA ADVERTISMENT FOR CEO VANCANCY	150.00
20/09/2021	20092021.8	MALATESTA ROAD PAVING & HOTMIX BITUMEN EMULSION FOR PATCHING	656.00
20/09/2021	20092021.9	PRICE CONSULTING GROUP PTY LTD CEO REVIEW IN ACCORDANCE WITH QUOTE PROVIDED	2,200.00
20/09/2021	20092021.10	TOLL TRANSPORT PTY LTD FREIGHT FROM CORSIGN, SOS, SNAP, STATE LIBRARY AND CJD EQUIPMENT	180.48
20/09/2021	20092021.11	WA TREASURY CORPORATION CAPITAL REPAYMENTS AND INTEREST PAYMENTS ON LOANS	31,521.53
20/09/2021	20092021.12	WARREN BLACKWOOD WASTE DOMESTIC WASTE & RECYCLING BIN FEES	2,531.22
20/09/2021	20092021.13	WEST ARTHUR COMMUNITY RESOURCE CENTRE MEDICAL AND LIBRARY FUNDING JULY/SEPT 2021 AND DOCTORS HOURS AUGUST 2021	5,555.30
26/08/2021	BPAY	WATER CORPORATION VARIOUS WATER USAGE CHARGES	2,335.92
31/08/2021	BPAY	SYNERGY VARIOUS ELECTRICITY USAGE AND SUPPLY CHARGES	1,144.30
23/08/2021	DIRECT DEBIT	SYNERGY VARIOUS ELECTRICITY USAGE AND SUPPLY CHARGES - TOWN DAM, DURA HALL & SCHOOL, FOOTY OVAL AND STREET LIGHTS	2,438.95
23/08/2021	DIRECT DEBIT	TELSTRA PHONE USAGE, CALL AND SERVICE CHARGES VARIOUS	1,215.12
10/09/2021	DIRECT DEBIT	TELSTRA TELEPHONE CALLS CRC	341.30
10/09/2021	DIRECT DEBIT	SYNERGY ELECTRICITY USAGE AND SUPPLY CHARGES	6,619.95
21/09/2021	DIRECT DEBIT	TELSTRA PHONE USAGE, CALL AND SERVICE CHARGES VARIOUS	990.82
24/08/2021	DIRECT DEBIT	ATO JULY 2021 BAS	1,068.00

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Date	Num	Name	Original Amount
31/08/2021	DIRECT DEBIT	NATIONAL AUSTRALIA BANK	60.80
		FEE ACCOUNT 086724 508314385 FEES	
31/08/2021	DIRECT DEBIT	NATIONAL AUSTRALIA BANK	10.00
		FEE ACCOUNT 086724 508314385 FEES	
30/08/2021	DIRECT DEBIT	NATIONAL AUSTRALIA BANK	39.24
		NAB CONNECT FEES	
21/09/2021	2069	DARKAN ARTS COUNCIL SUPPLIES PETTY CASH	200.00
		DARKAN ARTS COUNCIL SUPPLIES PETTY CASH	
		VOUCHERS	AMOUNT
MUNICIPAL FUND			
		24082021.1 - 24082021.34	24,810.30
		31082021.1 - 31082021.20	49,503.30
		10092021.1 - 10092021.22	18,877.68
		20092021.1 - 20092021.13	56,029.11
		CHEQUE 2069	200.00
		EFT/DEBIT/BPAY	16,264.40
		SALARIES & WAGES	162,044.31
		LICENSING JUNE 2021 TRANSFERS	7,942.05
		TOTAL	335,671.15

PUBLIC

14. Planning and Technical Services

ITEM 14.1 – LAND PURCHASE – KING STREET DARKAN

File Reference:	5.1.1
Location:	Lot 254 King Street Darkan
Applicant:	Shire of West Arthur
Author:	Acting Chief Executive Officer
Authorising Officer	Acting Chief Executive Officer
Date:	17 September 2021
Disclosure of Interest:	Nil
Attachments:	Plan of blocks available in King Street
Previous Reference:	N/A

Summary:

Council has made provision in the 2021/22 Annual Budget to construct a new house to be allocated to the Chief Executive Officer. Council currently does not own any vacant residential land and will be required to purchase a block for the new house. It is recommended Council authorise the Acting Chief Executive Officer to enter into discussions with Development WA (formerly Landcorp) for the purchase of Lot 254 King Street Darkan.

Background:

Council has identified in their forward planning strategies the purchase/construction of a new house to be allocated to the Chief Executive Officer. The existing Chief Executive Officer house was constructed in 1995 and Council felt that a new residence was important to attract and retain Chief Executive Officers. There is no vacant residential land owned by Council that could be used for this purpose.

Comment:

Development WA (formerly known as Landcorp) has developed some residential blocks in King Street Darkan. One block has been used for a government employees house and Development WA advises another block is currently under offer.

The blocks are on sale for \$25,000 (or \$10,000 if a purchaser is eligible for the governments first home-owners grant) with a range of sizes available.

The Acting Chief Executive Officer, in discussions with Council's building officer believe Lot 254 King Street would be suitable for a new Chief Executive Officer residence. A plan of the blocks available for purchase is attached to this report.

Consultation:

Development WA

Geoff Bunce – Council Building Officer

Statutory Environment:

Local Government Act 1995

Policy Implications:

N/A

Financial Implications:

The lot is advertised for sale at \$25,000 and there would be transfer and settlement costs to be added to any purchase price negotiated. The budget provides a total of \$461,700 for the house project.

Strategic Implications:

Outcome 5.2 – Shire staff are well trained, motivated and customer focused

Our strategies and plans to achieve this include:

- Provide flexible working arrangements where possible in order to attract the best quality staff

Outcome 5.3 – Establish and maintain sound business and governance structures

Our strategies and plans to achieve this include:

- Provide informed decision making based on our strategic directions and that these are open, transparent and adequately communicated with the community.

Sustainability Implications:

- **Environmental:** There are no known significant environmental considerations.
- **Economic:** There are no known significant economic considerations.
- **Social:** There are no known significant social consideration.

Risk Implications:

Risk	
Risk Likelihood (based on history and with existing controls)	
Risk Impact / Consequence	
Risk Rating (Prior to Treatment or Control)	
Principal Risk Theme	
Risk Action Plan (Controls or Treatment Proposed)	

Risk Matrix:

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of 2 has been determined for this item. Any items with a risk rating over 10 (considered to be high or

extreme risk) will be added to the Risk Register, and any item with a risk rating over 17 will require a specific risk treatment plan to be developed.

Voting Requirements:

Simple Majority

Officer Recommendation:

That Council authorise the administration to enter into negotiations with Development WA for the purchase of Lot 254 King Street Darkan for the purpose of constructing a new Chief Executive Officer residence.

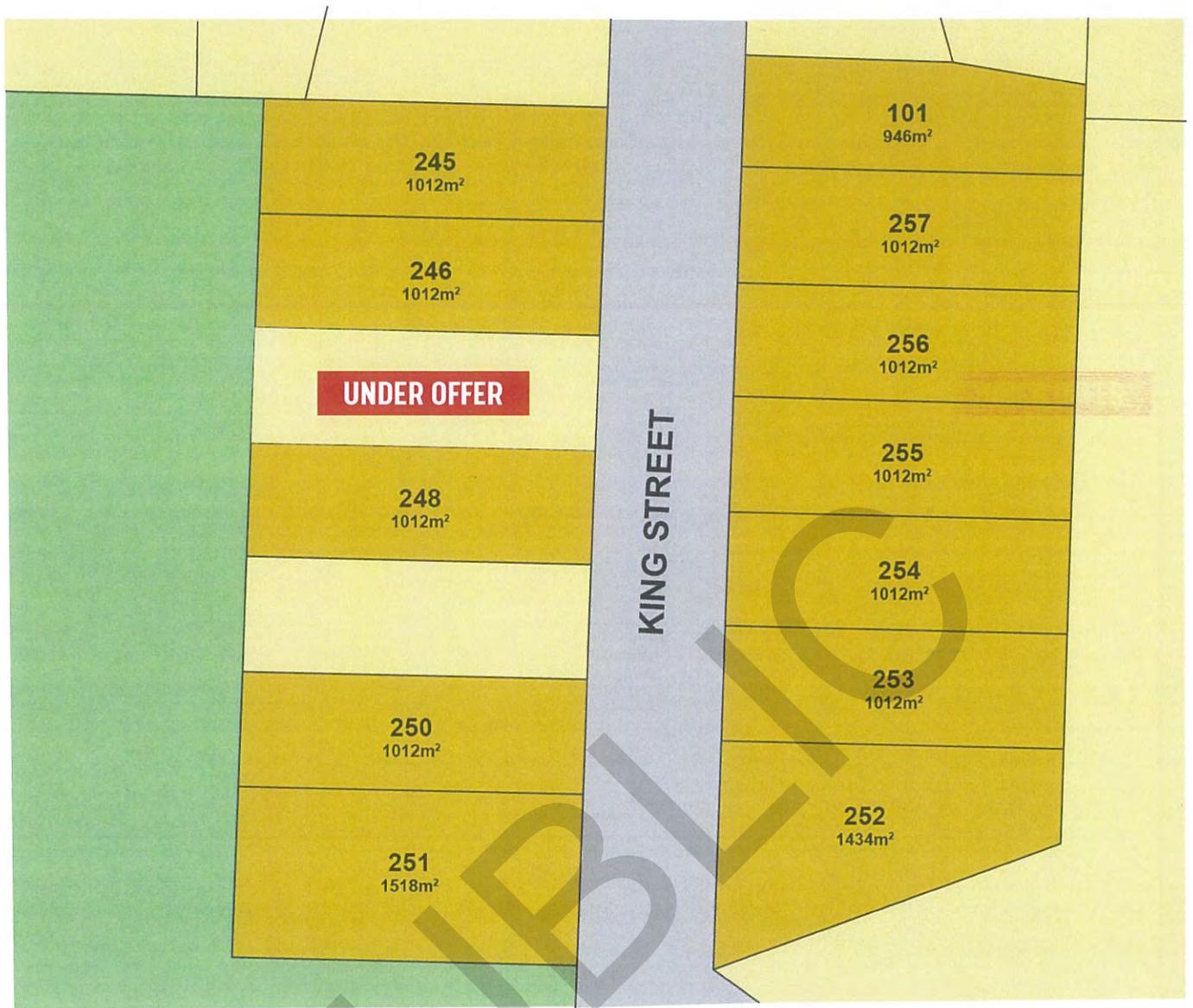
Moved: _____

Seconded: _____

ATTACHMENTS

Plan of blocks available on King Street

PUBLIC



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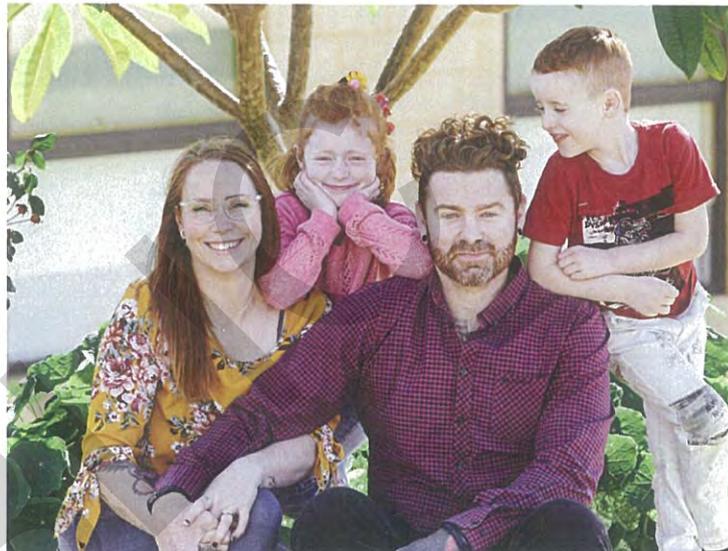
RESIDENTIAL LAND FOR SALE IN DARKAN

LOTS FOR LESS

RESIDENTIAL LOTS NOW AVAILABLE

A range of residential lots are now available for purchase in Darkan. These lots are located close to amenities and give you the opportunity to be a part of this thriving community.

- Fully serviced residential lots
- Lots range from 946sqm - 1518sqm
- Lots retain pre-existing landform and vegetation in keeping with their surrounding



**REGIONAL
LAND
BOOSTER**

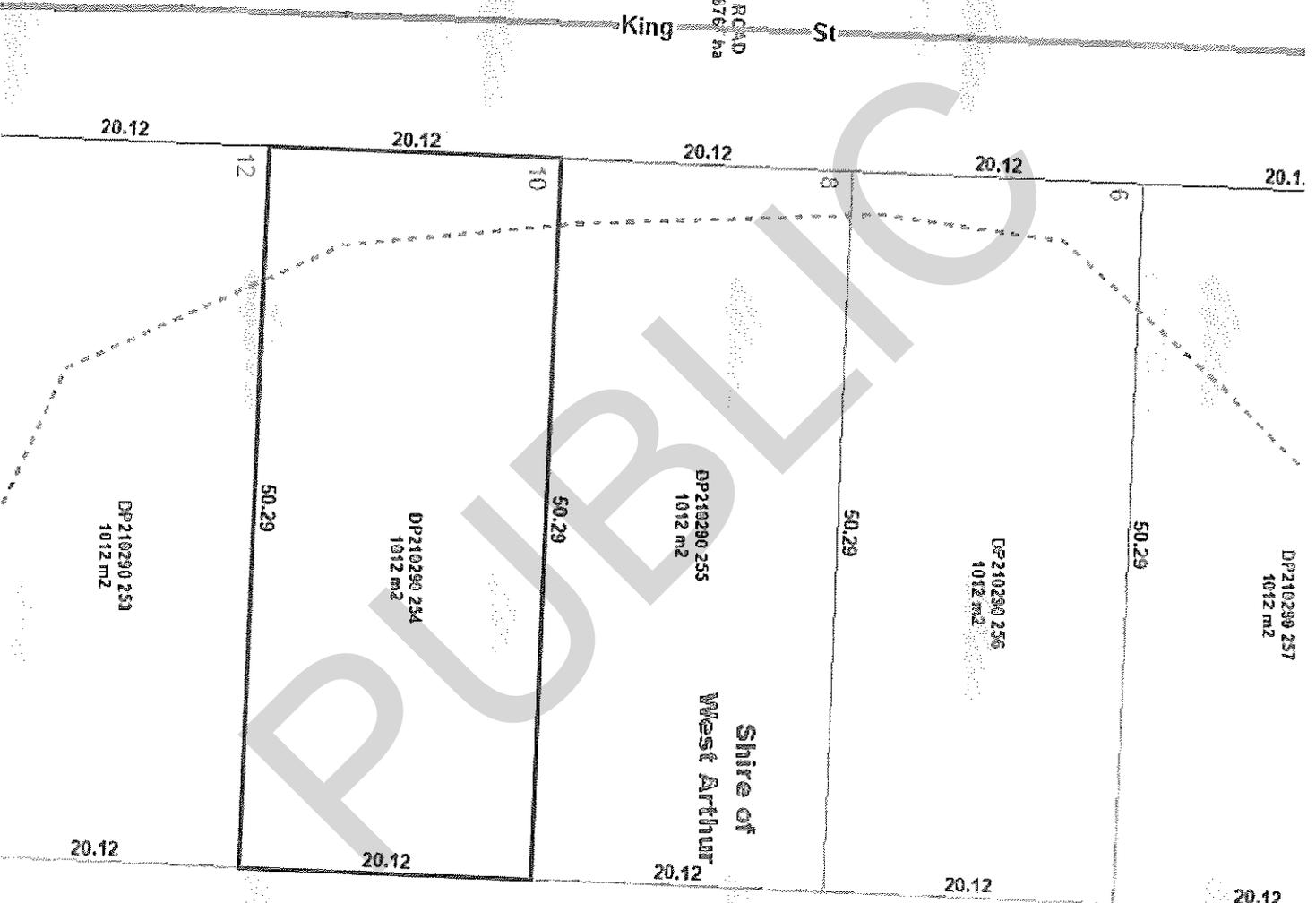
Contact DevelopmentWA Sales

P: 1300 730 435

E: sales@developmentwa.com.au
developmentwa.com.au/darkan

LOT	ADDRESS	LOT AREA SQM	PRICE (INC. GST)
101	King St	946	\$10,000
245	King St	1,012	\$10,000
246	King St	1,012	\$10,000
247	King St	1,012	UNDER OFFER
248	King St	1,012	\$10,000
250	King St	1,012	\$10,000
251	King St	1,518	\$10,000
252	King St	1,434	\$10,000
253	King St	1,012	\$10,000
254	King St	1,012	\$10,000
255	King St	1,012	\$10,000
256	King St	1,012	\$10,000
257	King St	1,012	\$10,000

King St
P ROAD
1.876 ha



ITEM 14.2 – TENDER DETAILS AND ASSESSMENT CRITERIA – EXECUTIVE HOUSE

File Reference:	5.1.1
Location:	Shire of West Arthur
Applicant:	Shire of West Arthur
Author:	Acting Chief Executive Officer
Authorising Officer	Acting Chief Executive Officer
Date:	24 September 2021
Disclosure of Interest:	Nil
Attachments:	Tender documentation
Previous Reference:	N/A

Summary:

The purpose of this report is for Council to authorise the calling for tenders for the construction of a new house to be allocated to the Chief Executive Officer position.

Background:

The Shire of West Arthur offers staff housing for its employees as part of its staff retention strategy. These Shire houses are owned and managed by the Shire itself—as opposed to a third party and are offered to employees including those employed in management positions (Chief Executive Officer, Manager Works and Services).

Currently the CEO is allocated an older house constructed in 1995 and in need of considerable maintenance and improvements. As part of a broader implementation of the staff retention strategy, the Shire of West Arthur is looking to build a few more houses, with the CEO's residence being one of them.

During the budgeting process this year, \$450,000 was allocated towards the purchase of land and construction of a new CEO residence which will cover all costs including project management, labour and materials, connection of utilities, planning application and building permit fees.

Comment:

The current plan is to select Lot 254 King Street for the construction of the proposed residence. At this point in time, there are no hard plans or schematics for what the residence will be. It is a major part of this report is to recommend to Council what the specifications of the residence will be with the details, procedures and layout left to the tenderers as part of their proposal.

Construction of this residence will have to be through public tender, as there are no contracts under the WALGA Preferred Supplier Arrangements that covers construction of houses and housing units.

Lot 254 King Street is standard sized lot of 1,012 square metres. The block has a frontage of 20.12m and a depth/sides of 50.29m.

The Shire has internally discussed that a transportable house would be suitable and likely It would be cheaper, and the house finished (inhabitable) much quicker than the traditional method, as the architectural and layout design can be mostly skipped. This tender will be presented in such a way as to allow for tenders for transportable homes but also give the ability for tenderers to submit an alternative tender for an on-site construction.

It is the Shire's intentions that the builder will project manage the entire construction. This includes engaging and managing subcontractors to handle plumbing, electrical,

telecommunications, earthworks and concreting/paver laying on-site, before and after the unloading of the house, as well as acquiring necessary certificates and permits.

Once a tender proposal is selected, it will be the Shire’s responsibility to put in a Development Application with the Council before the builder can apply for the Building Permit, from which building can finally begin. Besides the Development Application submission and occasional consulting with the Shire in respect of construction minutiae, everything else will be handled by the selected builder.

The Shire recommends to Council the following specifications to define the *minimum requirements* of the transportable house to be bought plus extensions:

- Four (4) bedroom, with an office/study;
- Separate lounge or theatre room;
- One (1) ensuite and one (1) bathroom, with water closets and powder rooms optional;
- Carport, or garage, large enough for two (2) vehicles;
- Alfresco;
- Porch;
- Pantry;
- Kitchen with 900mm gas stove/electric oven combo provided and rangehood venting to the outside;
- Landscaping;
- Garden shed/workshop
- Paving/concreting for front door access, driveway, alfresco area and shed.
- Ducted reverse cycle air conditioning to entire home.
- Solar power system of 5 or 6kw

Builders will need to leave the house in a habitable state by job completion, meaning working water, sewerage, gas, electric and telephone services (Practical Completion). Besides that, all other details such as where to situate the house itself, pavement areas, landscaping design and anything else not specifically mentioned is up to the builder, pending Shire approval.

The Shire would like to have this building ready as soon as possible, so recommends the following selection criteria placing greater emphasis on supplier’s capacity to manage and physically carry out building works and speed of clearing administrative requirements (earth compaction certificate, certificates of design compliance, creation of CAD plans, building permits, etc.).

Buildings

Cost	60%
Relevant Experience	15%
Organisational Capacity & Resources	15%
Demonstrated Understanding	10%

Council retains the right to modify the weighting of each criteria during resolution. Additionally the Shire is not required to recommend the best scoring tender to Council at the conclusion of the public tendering process for any reason.

The lowest priced tender is given a standardised score of 10 (out of 10). The other tenders will be given scores based on how much higher they are compared to the lowest priced tender. Tenders that are 25% higher are awarded a score of 8 (out of 10), 50% higher will award 6.66 (out of 10), 100% higher will award 5 (out of 10).

Utilising this formula, it gives an edge to proposals with low priced tenders, but is not so insurmountable that it cannot be made up with higher quality responses to non-cost criteria.

On a final note, tenderers may submit a tender variation that does not comply with the minimum requirements mentioned above but must also submit a complying tender.

Consultation:

Council

Council's Building Officer

Statutory Environment:

Local Government Act 1995

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.*

Local Government (Functions and General) Regulations 1996

11. When tenders have to be publicly invited

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 \$150 000 unless subregulation (2) states otherwise.

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; or*
 - (b) *the supply of the goods or services is to be obtained through the WALGA Preferred Supplier Program; or*
 - (c) *within the last 6 months —*
 - (i) *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 satisfied the value for money assessment; 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;*
- or***
- (d) *the contract is to be entered into by auction after being expressly authorised by a resolution of the council of the local government; or*
 - (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; or*

(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;*
- or**
- (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; or*
- (h) *the following apply —*
 - (i) *the goods or services are to be supplied by a person registered on the Aboriginal Business Directory WA published by the Small Business Development Corporation established under the Small Business Development Corporation Act 1983; and*
 - (ii) *the consideration under the contract is \$250 000 or less, or worth \$250 000 or less; and*
 - (iii) *the local government is satisfied that the contract represents value for money;*
- or**
- (i) *the goods or services are to be supplied by an Australian Disability Enterprise; or*
- (j) *the contract is a renewal or extension of the term of a contract (the original contract) where —*
 - (i) *the original contract was entered into after the local government, according to the requirements of this Division, publicly invited tenders for the supply of goods or services; and*
 - (ii) *the invitation for tenders contained provision for the renewal or extension of a contract entered into with a successful tenderer; and*
 - (iii) *the original contract contains an option to renew or extend its term; and*
 - (iv) *the supplier's tender included a requirement for such an option and specified the consideration payable, or the method by which the consideration is to be*
 - (v) *calculated, if the option were exercised; or*
- (k) *the goods or services are to be supplied by a pre-qualified supplier under Division 3*

Policy Implications:

N/A

Financial Implications:

Provision has been made in the 2021/22 annual budget for the construction of a new Chief Executive Officer residence.

Strategic Implications:

Outcome 4.2 – Our built infrastructure is well maintained, attractive and inviting

Outcome 4.4 – Appropriate planning and development

Outcome 5.3 – Establish and maintain sound business and governance structures

Sustainability Implications:

- **Environmental:** There are no known significant environmental considerations.
- **Economic:** There are no known significant economic considerations.
- **Social:** There are no known significant social considerations.

Risk Implications:

Risk	Medium (6)
Risk Likelihood (based on history and with existing controls)	Medium (6)
Risk Impact / Consequence	Medium (6)
Risk Rating (Prior to Treatment or Control)	Medium (6)
Principal Risk Theme	Medium (6)
Risk Action Plan (Controls or Treatment Proposed)	Medium (6)

Risk Matrix:

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of 2 has been determined for this item. Any items with a risk rating over 10 (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating over 17 will require a specific risk treatment plan to be developed.

Voting Requirements:

Absolute majority

Officer Recommendation:

That Council adopt the tender specifications and assessment criteria weightings as presented for the construction of a new executive style residence in Darkan.

Moved: _____

Seconded: _____

ATTACHMENTS

Tender documentation



Request for Tender

Request for Tender:	Construction of New CEO Residence
Deadline:	4:00pm WST Monday 18 October 2021
Address for Delivery:	31 Burrowes Street Darkan WA 6392 <i>Electronic mail tenders will be accepted.</i>
RFT Number:	RFT 2022-01

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1 Conditions of Tendering

1.1 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 Tender.
Contractor:	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
Deadline:	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
General Conditions of Contract:	Means the General Conditions of Contract for the Construction of the New CEO Residence nominated in Part 3.
Offer:	Your offer to supply the Requirements.
Principal:	Shire of West Arthur.
Request OR RTF OR Request for Tender	This document.
Requirement:	The Construction of New CEO Residence requested by the Principal.
Selection Criteria:	The Criteria used by the Principal in evaluating your Tender.
Special Conditions:	The additional contractual terms.
Specification:	The Statement of Requirements that the Principal requests you to provide, if selected.
Tender:	Completed Offer form, Response to the Selection Criteria and Attachments.
Tenderer:	Someone who has or intends to submit an Offer to the Principal.
Tenderlink:	Means the web-based portal to be used for downloading Tender documents and raising queries in the online forum during the Tender Open Period. This medium operates through the website www.tenderlink.com/walga This portal is not used for the lodgement of Tenders. Please refer to the WALGA Provider Portal in these defined terms for lodgement.
Tender Open Period:	The time between advertising the Request and the Deadline.

WALGA Provider Portal: Means the web portal to be used by Tenderers to lodge Tenders in responding to this Request. This web portal is also utilised by the Evaluation Panel to access and evaluate Tenders. The link to this web portal is nominated in Clause 1.9 of this Request.

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

- Part 1 – Conditions of Tendering (*read and keep this part*).
- Part 2 – Specification and/or plans/drawings (*read and keep this part*).
- Part 3 – General Conditions of Contract (*read and keep this part*).
- Part 4 – Special Conditions of Contract (*read and keep this part*).
- Part 5 – Tenderer’s Offer (*complete and return this part*).

Separate Documents

- a) Addenda and any other special correspondence issued to Tenderers by the Principal.
- b) Any other policy or document referred to but not attached to the Request.

1.3 How to Prepare Your Tender

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Complete 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; and
- e) Lodge your Tender before the deadline.

1.4 Contact Persons

Tenderers should not rely on any information provided by any person other than the person listed below:

Name:	Ian Fitzgerald, Acting Chief Executive Officer
Telephone:	08 97362222
Email:	shire@westarthur.wa.gov.au

1.5 Requests for Clarification

Tenderers may submit a written request for clarification on any part of the RFT documents prior to lodgement of their Tender. Written clarifications must be made by email to the Shire of West Arthur’s main email address (shire@westarthur.wa.gov.au) and may be subject of an addendum to this Request.

No requests for information or clarification to the RFT Documents will be accepted later than seven (7) days prior to the Deadline of this Request.

1.6 Lodgement of Tenders and Delivery Method

The tender must be lodged by the deadline. The deadline for this request is at **4:00pm WST, Monday 18 October 2021.**

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 31 Burrowes Street, Darkan WA (by the Tenderer or the Tenderer's private agent) or sent through the mail to the Chief Executive Officer Shire of West Arthur, 31 Burrowes Street Darkan WA 6392. When sent with the method, the time of receipt will be when they are picked up from the post office, which Shire office staff carries out daily. Therefore, Tenderers should account for transit and sorting time as there is a possibility that the local post office may receive the tender for collection after the lodgement deadline.

Electronic mail Tenders will be accepted.

Tenderers must ensure that they have provided two (2) signed copies of their Tender; one to be marked "ORIGINAL" and unbound and clipped (not stapled) and the other(s) to be marked "COPY" and bound. All pages must be numbered consecutively and the Tender must include an index. Any brochures or pamphlets must be attached to both the original and the copies.

1.7 Rejection of Tenders

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

- a) It is not submitted before the Deadline; or
- b) It is not submitted at the place specified in the Request; or
- c) It may be rejected if it fails to comply with any other requirements of the Request.

1.8 Late Tenders

Tenders received:

- a) After the Deadline; or
- b) In a place other than that stipulated in this Request;

may be excluded from evaluation.

1.9 Acceptance of Tenders

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

1.10 Disclosure of Contract Information

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.

All Tenderers will be given particulars of the successful Tenderer or be advised that no Tender was accepted.

1.11 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 Principal's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

1.12 Precedence of Documents

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

1.13 Alternative Tenders

All Alternative Tenders may be accompanied by a conforming Tender.

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

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

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.

1.14 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 Tenders 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.

1.15 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 or supplement the issued Request documents before the Deadline.

1.16 Risk Assessment

The Principal may have access and give consideration to:

- a) any risk assessment undertaken by any credit rating agency;
- b) any financial analytical assessment undertaken by any agency; and
- c) 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.

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and meeting their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Tenderers and will be treated as strictly confidential.

1.17 Evaluation Process

This is a Request for Tender.

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 (eg completed Offer form and Attachments) may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated (eg tendered prices) and other relevant whole of life costs are considered.
- c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

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

1.18 Selection Criteria

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

The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender 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.

1.19 Compliance Criteria

These criteria are detailed within **Part 5.2.1** of this document and will not be point scored. Each Tender 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.

1.20 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within **Part 5.2.2** of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

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 tender evaluation process or a low score.

1.21 Value Considerations

The Weighted Price method is used where price is considered to be crucial to the outcome of the contract. The price is then assessed with quality. Include any items that may affect any pricing outcomes (eg Regional Price Preference Policy).

Criteria	Weighting
Tendered Price	60%

1.22

1.22 Price Basis

All prices for goods/services offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST).

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.

1.23

1.23 Ownership of Tenders

All documents, materials, articles and information submitted by the Tenderer as part of or in support of the 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 be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.24 Canvassing of Officials

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

1.25 Identity of the Tenderer

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 5 and whose execution appears on the Offer Form in Part 5.1 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.26 Costs of Tendering

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Offer.

1.27 Tender Opening

Tenders will be opened in the Principal's offices, following the advertised deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted the Tender by the due 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 on or as soon as practicable after the deadline at 31 Burrowes Street, Darkan WA.

1.28 In House Tenders

The Principal does not intend to submit an In House Tender.

2 Specification

2.1 Contract Requirements in Brief

This tender is for the construction of a single house to be provided to the Shire of West Arthur's Chief Executive Officer, and encompasses everything from the development application up to the state that the house is ready to be moved in to.

The duration of the tender will be the earlier of the completion of the house to the satisfaction of the Shire, or nine (9) months starting from the awarding and countersigning of the Contract.

A full statement of the goods and services required under the proposed contract appears in the Specification Part 2 (this part).

2.2 Introduction

The Shire of West Arthur has its administration centre based in Darkan 6392, located 204 kms south of Perth, 60km from Collie, 74km from Narrogin and 115km from Bunbury.

The majority of Shire staff resides in the town of Darkan. Amenities of this town include a sporting pavilion with ovals, tennis courts and a netball/basketball court, a sportsman's club, a small locally-owned supermarket, mechanic workshops for light vehicles and trucks, a swimming pool, a dedicated post office, a pub with accommodation, cafe, a multitude of parks and playgrounds, a public library and Community Resource Centre and licensing services at the Shire office.

The Shire of West Arthur offers staff housing for some of its outside employees and managerial positions. The current residence of the Chief Executive Officer (CEO) is old and outdated and in order to keep up with its employee retention strategy and improve its attractiveness with prospective employees, the Shire has decided to fund the construction of a new residence for the CEO position.

The new house will be built in King Street Darkan, accessed by a new cul-de-sac with most of its abutting lots still undeveloped. The land for the new house is currently being purchased through Landcorp (Development WA) – current proposal is to purchase Lot 254 King Street Darkan for this new residence.

Figure 1 – Landgate capture of Lot King Street Darkan with dimensions

2.3 Background Information

An early decision was made to eschew the construction of houses on-site due to costs. Shire management in late 2019 made a trip to Perth to visit a few display transportable homes to gain an insight as to what kind of housing features and additions would be possible in that format, as the general cost versus space provided. The end-goal of that trip was to have a better idea of specifications when it came time to call for tenders

2.4 Definitions

Below is a summary of some of the important defined terms used in this Part:

Contractor's Representative:	Means any Officer or person duly authorised by the Contractor, in writing, to act on their behalf for the purpose of the Contract;
Principal:	Shire of West Arthur
Principal's Representative	Means any Officer of person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract;
Works or Services:	Means the Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract;
Superintendent:	Ian Fitzgerald, Acting Chief Executive Officer

Superintendent's Representative:	Geoff Bunce, Building Officer
---	-------------------------------

2.5 Scope of Work

This contract will have the builder—as the project manager—handle almost all tasks required in the construction, transportation and installation of the new transportable home. The Principal will handle a few administrative tasks instead of the Contractor, specified below.

In summary, the Contractor and their elected subcontractors will carry out the following tasks:

- earthworks preparation of the site, including surveying, compaction/cutting, grading and shaping, backfilling, penetrometer testing, pre-lay of sewerage, stormwater and drainage as necessary, garden reticulation preparation and concreting footings;
- initial administrative work including obtaining certificates of design compliance, submission of a building permit application, acquiring oversize & over mass permits, retrieving quotes from subcontractors, organising accommodation and mess, underground service location (Dial Before You Dig);
 - The submission of the planning application will be handled by the Principal.
- transportation and unloading of the transportable house or housing units on to the selected lot with all personnel and plant supplied by the Contractor to carry it out;
- organising and securing temporary power to the site to carry out works;
- installation of the house upon the footings proper;
- connection of all the electrical, sewerage, water, gas and telecommunications throughout the transportable house;
- connection of services to the wider reticulation via the existing meters, relocating meters as necessary, including trenching and installation of conduits;
 - there is no sewer service in Darkan so septic and leach drain systems will be required as part of the project.
 - the Darkan town does not have underground gas mains. Houses have a gas regulator mounted on the external wall at the back/side of the house. Gas bottles feed into the regulator that connects to a gas water heating unit and gas cooktop line.

- installation of double-glazed windows for all window openings;
- house to provide separate study and theatre rooms
- double carport or garage including roller door to be included
- laundry to include provision of bench and washing machine taps
- alfresco area to be provided
- house to be complete with painting, floor coverings and window treatments
- reverse cycle ducted airconditioning to be included
- 900mm appliances to be provided in the kitchen – gas hotplate and electric oven
- Dishwasher to be installed in the kitchen
- excavation and planting of lawn and landscaped areas, with plants and trees to be waterwise;
- block to be fully fenced with colorbond fencing and to include side and rear gates
- 5 – 6kw solar power system to be included
- connection of garden reticulation and programming of reticulation controller;
- laying of pavement and paving for driveway, garage/carport, alfresco, garden shed/workshop and pathways;
- garden shed/workshop including concrete floor to be provided – approx. 6x4m shed
- record “As Constructed” documents of all utility services and buildings with a copy given to the Shire;
- obtain all certificates for correct installation of services and components (electrical, smoke alarm, plumbing, civil engineering, etc.), with copies to the Shire;
- pest control and termite treatment of the house;
- cut keys and ensure external doors are keyed alike, with four (4) copies of all keys given to the Principal upon job completion – to be keyed with Council’s keying system
- keep site neat and tidy during works, and leaving the site clean before final handover;
- internal and external final cleaning before final inspection with Principal’s Representative;

- final inspection with Principal's Representative before handover (can be done upon Practical Completion if behind schedule).

2.6 Specific Requirements of the Contract

The Contractor shall supply a Gantt chart to the Principal detailing a schedule for the progression of works. As the exact date of when the project can start is unknown, assume that the development application for this house is passed by Council during the October Ordinary Council Meeting, to be held on 19 October 2021. This will allow the Contractor's Representative (Site Manager) to hold short meetings with the Principal's Representative (ideally weekly) to keep track of works and make adjustments to the schedule or scope if necessary.

The Contractor shall supply a house that abides by the requirements of the Building Code of Australia (BCA), and relevant Australian Standards. If the Contractor learns of any requests from the Principal that contradicts or contravenes the BCA, they will notify the Principal as soon as practicable to decide on an alternate course of action.

All traffic management and signs are to be supplied by the Contractor, if necessary.

Any faulty work or damage to the goods to be supplied (a transportable house left in a habitable and "as new" state) shall be rectified by the Contractor at their own costs. This will also extend to the damage of utility services such as underground & aboveground power, telecommunications cables, sewerage reticulation and water mains.

In most occasions, the Principal will only pay invoices from the Contractor; the Contractor will be responsible for payment to subcontractors, after which their costs will be passed to the Principal through the Contractor's invoice as line items along with the subcontractor's invoices as evidence of costs.

The Contractor shall give to the Principal copies of all As Constructed diagrams and certificates upon the completion of works.

2.7 Implementation Timetable

Keeping in mind the assumed start of project stated in the last section is 19 October 2021 , the Principal expects the project to be completed in eight (8) months' time from Council's acceptance of the development application. This can be stretched to nine (9) months if there are sizable interruptions such as the sudden unavailability of workers or subcontractors, legal issues, inclement weather, latent conditions, and force majeure events.

What constitutes a milestone will be left up to the Contractor given they have control of the project.

The Principal will aim to be flexible with respect to the Contractor meeting their deadlines, however, if there is a prevailing trend of the duration of delays increasing from milestone to milestone, the Principal's Representative will meet with the Contractor's Representative to see what is required to increase production speed, or if the scope requires reduction or deferment.

Regardless of the direction taken, the Principal will be tracking the costs accrued throughout the project as the budget will set a hard limit of what is achievable. Any costs accrued over that will require a Council Resolution to be paid, which will lead to delays.

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3 General Conditions of Contract

The General Conditions of Contract applicable to this tender are based on the standard WALGA template General Conditions of Contract for provision of Minor Works and are included with the Request for Tender documents.

3.1 Insurances

Public Liability (required) – All companies are required to have this insurance to protect them against claims arising from personal injury or property damage caused by the actions and operations of the insured.

Workers' Compensation or Personal Accident Insurance Cover (required) – All employees in Australia must be insured by their employer for Workers' Compensation. Or in the case of a sole business owner or operator then Personal Accident Insurance Cover is required. The company or person appointed will be required to have the appropriate insurance in effect.

Compulsory Third Party Insurance Cover (required) – Required to be taken out by the Contractor under any legal requirement.

All insurances must be kept current for the duration of the project.

3.2 Period of Contract and Termination

The Contract is deemed completed on the supply of the Requirements, or the elapsing of nine (9) months from the passing of development application by Council (currently assumed to be 19 October 2021), whichever is earlier. However, in the event that the Contractor fails to perform the requirements of the works to the satisfaction of the Principal (contravention of BCA regulations, unsafe work practices, low quality workmanship, severe lagging behind schedule, etc.), the Principal may forthwith terminate the Contract by written notice to the Contractor.

4 Special Conditions of Contract

4.1 Administrative Requirements

The Contractor is required to provide the following during the course of their contractual obligation in terms of this tender

Activity	Frequency
Any variation to the contract or additional works to be undertaken	Prior to commencement
Observations of dangerous circumstances that require attention to the obviate potential public harm or public liability claims	Immediately
Accidents or related claims of a public liability nature	Immediately
Damage to property or persons as a result of the performance or non-performance of the contract service requirements	Immediately
All instances of misbehaviour or illegal activity that contravenes Commonwealth, State or Local laws or that impedes the performance of the contract service or that may result in damage to any Council or community property or misconduct towards the public	Immediately as incident occurs

4.2 Dress Code

All contractors are to wear appropriate clothing, footwear and any safety equipment as required by the nature of the services provided.

4.3 Quality Control

The Principal shall conduct regular inspections to audit works carried out.

The Contractor shall be responsible for ensuring the following outcomes:

- That activities scheduled in the Gantt chart or project programme will conform to specification.
- That work is carried out with the specified time constraints.
- That all certificates are acquired where required before the commencement of certain parts of works (compaction certificate, engineering compliance certificate, electrical certificate, etc.).

4.4 Waste Disposal

The Contractor can make use of the Darkan Tip to dispose of building waste and unneeded fill, without incurring waste disposal fees. However the Contractor should make an effort to dispose of waste during the tip's regular opening hours.

If for any reason the Contractor needs to dispose of waste outside of opening times, an arrangement can be made with the Principal to open and man the tip at the desired times. These extra hours will be invoiced to the Contractor as private works fees, at a rate of \$78.00 per hour (Shire of West Arthur 2011/22 Fees and Charges).

4.5 Work Not Included

The following work is not included in the Contract:

- a) Preparation and submission of the planning application for this new construction – to be supplied by the Principal.

4.6 Copies of Documents

Where the Contractor requires copies of the documents in addition to its entitlements to one (1), such additional copies of the documents will be made available to the Contractor at the charge current at the time of request.

During the project handover at the completion or Practical Completion of the project, the Contractor must supply to the Principal copies (either digital or physical) all As Constructed diagrams created during the project, all certificates checked against the building and any instruction manuals for devices and appliances installed into the house.

4.7 Environmental Protection

4.7.1 Site Control

The Contractor shall, at all times:

- a) Comply with the regulations and restrictions imposed by the Superintendent relating to the storage of materials, the routing of construction traffic, the interruption of existing services and facilities and any other regulations in force on the Site;
- b) Comply with all statutes, regulations and bylaws relating to the protection of the environment;
- c) Obtain written approval from the Superintendent for the formation of any temporary roads, the erection of temporary structures or any Site clearing not specifically documented;
- d) Ensure that no trees or shrubs shall be removed or destroyed without the written approval of the Superintendent;
- e) Ensure that no fire shall be lit without the written approval of the Superintendent; and
- f) Store flammable or explosive products in accordance with the relevant statutes and to the approval of the Superintendent.

4.7.2 Soil Erosion

The contractor shall take all proper precautions to prevent soil erosion from any land used or occupied by the Contractor in the execution of the work under the Contract.

4.7.3 Dust, Dirt, Water and Fumes

The contractor shall prevent any nuisance occurring through the discharge of dust, dirt, water, fumes and the like onto persons or property.

4.7.4 Vehicles

All debris, spoil, rubbish or materials shall be suitably contained and covered in vehicles during transportation to or from the Site to prevent spillage or contamination of adjoining and other areas or property.

The Contractor shall maintain vehicles, wheels and tracks in a suitable clean condition to prevent transfer of mud onto adjacent streets or other areas.

4.7.5 Refuse Disposal

All site refuse (including foodstuffs) shall be handled and disposed of in accordance with the requirements of relevant statutes and to the approval of the Superintendent.

4.7.6 Smoking on Construction Sites

The Contractor shall at all times ensure that all workmen and visitors on the construction site comply with the following Smoking Policy;

In respect of construction Sites, smoking is prohibited:

- a) in Site Offices, lunchrooms or enclosed toilet facilities; and
- b) inside existing premises that are designated as “no smoking” areas.

4.8 Contractor’s Representative

The Contractor’s Representative shall have sufficient command of the English language and of Australian construction and technical terminology, to be able to read, converse and receive instructions in English.

4.9 Existing Improvements

Where, within the Site there are a range of existing improvements, roads, drainage and other services, the Contractor shall protect and maintain the same throughout the Contract.

The Contractor shall allow for all traffic control measures to maintain the roads in a safe trafficable condition.

4.10 Materials, Labour and Constructional Plan

4.10.1 Workmen's Amenities

The Contractor shall provide all statutory and necessary amenities and sanitary facilities for workmen and other persons lawfully upon the Site and remove them on practical completion of the works

Occupation of any part of the works and Site for the provision of Workmen's Amenities shall not be permitted without the prior written approval of the Superintendent.

4.11 Materials and Work

4.11.1 Regulations

The Contractor shall comply with the Occupational Safety and Health Act 1984 (the "Act") and the Occupational Safety and Health Regulations 1996 (the "Regulations") and with any amendments that may be made to the Act and Regulations from time to time.

The Contractor shall be solely responsible for ensuring that wherever practicable, its employees and those of the Sub-contractors and employees of Separate Contractors, the Principal, Superintendents, and visitors to the Site, are not exposed to hazards.

Attention is drawn to the requirement to supply manufacturers/suppliers "Material Safety Data Sheets". These sheets should be consistent with the "Work Safe" information and format.

A copy of all "Material Safety Data Sheets" shall be supplied to the Superintendent with another copy kept on Site by the Contractor.

4.11.2 Chemical Information

The use of chemicals specified or required during the currency of this Contract shall comply with the requirements of the Act and associated Regulations concerning information on chemical substances.

The Contractor shall ensure manufacturers, importers and suppliers of chemical substances for use on the works, are responsible for providing information on those substances to be used, refer to Section 23(3) of the Act.

Copies of all information supplied shall be kept on the Site.

The Contractor is responsible for passing on information supplied by manufacturers; importers and suppliers of chemical substances to workers on Site refer to Section 19(1)(B) of the Act.

4.11.3 Safety Management Plan

The Contractor shall, throughout the Works, implement and maintain a "Safety Management Plan".

The Contractor shall prepare the Safety Management Plan in conjunction with a person suitably experienced and qualified in safety matters.

Prior to the commencement of the Works, the Contractor shall supply to the Superintendent in writing, its Safety Management Plan.

4.11.4 Induction Training

Employees of the Contractor and its Subcontractors and Employees of Separate Contractors shall not commence work on the Site until they have been inducted.

Upon commencement of work on the Site, the Contractor shall further induct each employee with regard to all significant hazards associated with their particular activity and area of employment on the Site and where relevant shall include the use of powered plant, tools and equipment.

4.11.5 Pre-Job Planning

Where legislation or codes of practice identify particularly hazardous activities including but not limited to work in confined spaces, asbestos removal, demolition work, excavation work, working near power lines and live conductors and working at heights, the Contractor shall supply to the Superintendent a Safe Work Procedure prior to the commencing such activity or type of work on the Site.

The Contractor shall induct its employees and its Subcontractors and Separate Contractors with regard to Safe Work Procedures and shall prepare "Training Session Attendance" sheets signed by each attendee verifying that such induction has occurred.

4.11.6 Site and Public Security

Notwithstanding the Contractors' obligations to Site and public security as stated elsewhere in this Contract the Contractor shall monitor and control wherever practical, the access of all persons to the Site.

The Contractor shall ensure that no persons, including without limitation friends and relatives (particularly children) of employees and the representative of organisations unrelated to the Contractor, enter the Site without the express permission of the Contractor.

4.11.7 Occupied Sites

In the event of the Site being a partially occupied Site, the Contractor is to liaise with the occupier regarding Safety and Health requirements.

The Superintendent will arrange a safety co-ordination meeting between the occupiers and the Contractor. The occupiers will provide to the Contractor their occupation requirements on and/or adjacent to the Site to assist the Contractor in the development of a Site specific Safety Management Plan addressing the Contractors and occupiers operational interface requirements.

The Safety Management Plan shall incorporate the Contractor's own operations and the interface with the occupiers operations.

The Contractor shall be responsible for the implementation of the Safety and Health standards on the occupied Site for the duration of the Contract and shall co-ordinate and integrate the Works.

4.11.8 Materials to be supplied by the Principal

The materials stated in the specification to be supplied by the Principal will be supplied free of charge to the Contractor for use only in the execution of the work under the Contract. The Contractor shall take delivery of the materials under the Conditions set out in the Contract.

4.11.9 Working Hours

The Work to be performed under the contract shall be subject to execution within certain restricted working hours and the Contractor shall observe the following requirements:

The working hours are determined by the sunrise and sunset each day. No works are to take place 15 minutes prior to sunset and prior to sunrise each day. Working days are Monday to Friday, with works on Saturday and Sundays subject to approval by the superintendent.

The Contractor shall be liable for any additional costs the Principal may incur as a result of work outside the normal hours programming of the works.

4.11.10 Goods and Services Tax (GST)

For the purposes of this clause:

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

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

Where the Requirement's, 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 Tenderer shall be inclusive of all applicable GST at the rate in force for the time being.

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

PUBLIC

5 Tenderer's Offer

5.1 Form of Tender

The Chief Executive Officer
Shire of West Arthur
31 Burrowes Street, Darkan WA 6392

I/We (Registered Entity Name): _____
(BLOCK LETTERS)

of: _____
(REGISTERED STREET ADDRESS)

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail: _____

In response to RFT 2022-01 CONSTRUCTION OF NEW CEO RESIDENCE

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 Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the Tender closing 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.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender 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 Tender.

Dated this _____ day of _____ 20____

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Telephone Number: _____

Authorised signatory Postal address: _____

Email Address: _____

5.2 Selection Criteria

5.2.1 Compliance Criteria

Please select with a “Yes” or “No” whether you have complied with the following compliance criteria:

Description of Compliance Criteria		
a)	<p>Tenderer Profile</p> <p>Tenderers must address the following information in an attachment and label it “Tenderer Profile”</p> <p>i. Provide the Tenderers Australian Business Number (ABN) and Registered Entity Name.</p> <p>ii. Provide details of the Tenderers person authorised to prepare your response to this Request including; full name, position title, postal address, phone number and email address.</p> <p>iii. Provide a minimum of two project referees, including the name, position, telephone, email address and type of service provided. Describe the nature of the relationship and relevance to this Request.</p> <p>iv. Provide the Builders Registration number of the Tenderer</p>	<p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p>
b)	<p>Tenderer’s Acknowledgement</p> <p>Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.</p>	<p>Yes / No</p>
c)	<p>Financial Position</p> <p>Tenderers must address the following information in an attachment and label it “Financial Position”</p> <p>i. Does your organisation have the ability to pay all debts in full as and when they fall due? (If no, please provide details).</p> <p>ii. Does your organisation have any current litigation, claim or judgement as a result of which you may be liable for \$50,000 or more? (If yes, please provide details).</p>	<p>Yes / No</p> <p>Yes / No</p>
d)	<p>Specifications</p> <p>Compliance with the Specification contained in the Request.</p>	<p>Yes / No</p>

Part 5 COMPLETE AND RETURN THIS PART

<p>e)</p>	<p>Alternative Tenders</p> <p>Tenderers must address the following information in an attachment and label it “Alternative Tenders”</p> <p>i. Tenderers are to provide their proposed alternative solution if applicable.</p> <p>ii. Tenderers are to provide their departures/exclusions from the proposed Conditions of Contract if any. (a separate attachment has been provided for this Criterion).</p>	<p>Yes / No</p> <p>Yes / No</p>
<p>f)</p>	<p>Addendums / Acknowledgement</p> <p>Tenderers must address the following information in an attachment and label it “Addendums / Acknowledgement”</p> <p>i. Tenderers are to acknowledge receipt of any addendums issued and whether you have allowed for any price adjustments resulting in any issued addendum.</p>	<p>Yes / No</p>
<p>g)</p>	<p>Critical Assumptions</p> <p>Tenderers must address the following information in an attachment and label it “Critical Assumptions”</p> <p>i. Tenderers are to specify any assumptions they have made that are critical to the Tender, including assumptions relating to pricing and ability to provide the Requirements in the manner specified in this Request.</p>	<p>Yes / No</p>
<p>h)</p>	<p>Code Compliance</p> <p>Tenderers must address the following information in an attachment and label it “Code Compliance”</p> <p>i. Is the Tenderer or any related entity of the Tenderer subject to a current finding of material Code non-compliance (as defined in paragraph 30 of the Western Australian Building and Construction Industry Code of Conduct 2016)?</p> <p>A copy of the Code can be downloaded from: http://www.commerce.wa.gov.au/publications/wa-building-and-construction-industry-code-conduct-2016</p>	<p>Yes / No</p>
<p>i)</p>	<p>Pricing</p> <p>Tenderers must address the following information in an attachment and label it “Pricing”</p>	<p>Yes / No</p>

<p>j)</p>	<p>Risk Management</p> <p>Tenderers must address the following information in an attachment and label it “Risk Assessment”:</p> <ul style="list-style-type: none"> i) <i>An outline of your organisational structure inclusive of any branches and number of personnel.</i> ii) <i>If companies are involved, attach their current ASC company extracts search including latest annual return.</i> iii) <i>Provide the organisation’s directors/company owners and any other positions held with other organisations.</i> iv) <i>Provide a summary of the number of years your organisation has been in business.</i> v) <i>Attach details of your referees. You should give examples of work provided for your referees where possible.</i> vi) <i>Are you acting as an agent for another party? If Yes, attach details (including name and address) of your principal.</i> vii) <i>Are you acting as a trustee of a trust? If Yes, give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries.</i> viii) <i>Do you intend to subcontract any of the Requirements? If Yes provide details of the subcontractor(s) including; the name, address and the number of people employed; and the Requirements that will be subcontracted.</i> ix) <i>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? 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.</i> x) <i>Are you presently able to pay all your debts in full as and when they fall due?</i> xi) <i>Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes please provide details.</i> xii) <i>In order to demonstrate your financial ability to undertake this contract, include a profit and loss statement and the latest</i> 	<p>Yes / No</p>
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	<p><i>financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.</i></p> <p>The insurance requirements for this Request are stipulated in Part 3 of this Request. Tenderers are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If Tenderer holds “umbrella Insurance” please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within seven (7) days of acceptance.</p>	
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5.2.2 Qualitative Criteria

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

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

A. Cost	Weighting	
Tenderers must address the following information in an attachment and label it “ Cost ”:	60%	
a) <i>Pricing Schedules to be completed</i>	“Cost”	Tick if attached <input type="checkbox"/>

<p>B. Relevant Experience</p> <p>Tenderers must address the following information in an attachment and label it “Relevant Experience”:</p>	<p>Weighting</p> <p>15%</p>	
<p>a) <i>Provide details of similar work.</i></p> <p>b) <i>Provide scope of the Tenderer’s involvement including details of outcomes.</i></p> <p>c) <i>Provide details of issues that arose during the project and how these were managed.</i></p> <p>d) <i>Demonstrate competency and proven track record of achieving outcomes.</i></p> <p>e) <i>Project reference sheet.</i></p>	<p>“Relevant Experience”</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>
<p>Supply any other relevant details in an attachment and label it “Relevant Experience”.</p>		
<p>C.</p>		
<p>C. Organisational Capacity & Resources</p> <p>Tenderers must address the following information in an attachment and label it “Tenderer’s Resources”:</p> <p><i>(Below are some suggested criteria only. These should be reviewed for relevance to the Goods and/or Services being sought)</i></p>	<p>Weighting</p> <p>15%</p>	
<p>b) <i>Plant, equipment and materials.</i></p> <p>c) <i>Any contingency measures or backup of resources including personnel (where applicable).</i></p> <p>d) <i>OHS Survey.</i></p> <p>e) <i>Safety Record.</i></p> <p>f) <i>Resources Schedule.</i></p>	<p>“Organisational Capacity and Resources”</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>
<p>As a minimum, Tenderers should provide a current commitment schedule and plant/equipment schedule in an attachment and label it “Organisational Capacity and Resources”.</p>		

<p>D. Demonstrated Understanding</p> <p>Tenderers must address the following information in an attachment and label it “Demonstrated Understanding”:</p> <p><i>(Below are some suggested criteria only. These should be reviewed for relevance to the Goods and/or Services being sought)</i></p>	<p>Weighting</p> <p>10%</p>	
<p>a) <i>A project schedule/timeline (where applicable).</i></p> <p>b) <i>The process for the delivery of the Goods/Services.</i></p> <p>c) <i>Demonstrated understanding of the Scope of Work.</i></p>	<p>“Demonstrated Understanding”</p>	<p>Tick if attached</p> <p style="text-align: center;"><input type="checkbox"/></p>
<p>Supply details and provide an outline of your proposed methodology in an attachment labelled “Demonstrated Understanding”.</p>		

5.3

5.3 Price Information

Tenderers must complete the following “Price Schedule”. Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

5.3.1 Price Basis

Are you prepared to offer a fixed price?	Yes / No
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5.3.2

5.3.2 Price Schedule

The Tenderer must provide a lump sum cost, and also itemize components of their cost if desired.

Item	Lump Sum Cost (inc GST)	In-house, subcontracted or both
Supply of transportable house according to specifications.	\$	
<i>Subitems (Optional)</i>		
a) Submission of Building Permit	\$	
b) Surveying, earthworks and pre-lay of underground	\$	

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utilities		
c) Supply of transportable house	\$	
d) Transportation and unloading of transportable house	\$	
e) Installation of transportable house and external fixtures such as porch, garage/carport and alfresco area (including labour, travel and accommodation)	\$	
f) Connection of electrical, water, sewerage, phone, gas within house	\$	
g) Connection of utilities to service providers reticulation (power, water, telecommunications)	\$	
h) Landscaping, garden reticulation installation & programming and paving	\$	
i) Pest control and treatment	\$	
j) Final clean and key cutting	\$	
Grand Total	\$	

ITEM 14.3 – DEVELOPMENT APPLICATION S PLANK

File Reference:

Location:	9981 Coalfields Highway Darkan
Applicant:	S Plank
Author:	G. Lush (Planning Consultant)
Authorising Officer	Ian Fitzgerald
Date:	21 September 2021
Disclosure of Interest:	Nil
Attachments:	1 Site Plan
Previous Reference:	N/A

Summary:

The application is for the development of two outbuildings and the use of part of the subject land for Rural Industry (Darkan Earth Moving). The business has been operating in the district for many years and was previously located on another property in Growden Place. The application is supported subject to conditions.

Risks associated the proposal will be subject to regulatory controls with outcome-based conditions where practical and appropriate.

Background:

The subject land is Lot 4 (#9981) DP43208 Coalfields Highway, Darkan. The subject land has an area of 8.4509 hectares and is situated on the corner of Coalfields Highway and Growden Place. There is an existing dwelling, shed and other improvements on the site. The property is cleared and adjoins the railway reserve to the north.

The application is specifically for two (2) outbuildings to store equipment being:

- Shed 1 is 24 X 18m (432sqm) and will be setback 35m from the northern boundary.
- Shed 2 is 15 X 20m (315sqm) and will be setback 30m from the northern boundary.

They will be constructed from zincalume having a wall height of 4.5m and a gable height of 6.48m. The development area is located behind the existing dwelling and trees, with a separate vehicle access to Growden Place.

Comment:

The business has been operating in the district for many years and was previously located on another property in Growden Place.

While the subject land is zoned 'Rural' in the Planning Scheme, the adjacent area has been developed for industrial purposes. The site is also at the entrance to the town on the primary district road and so it is important for any development not to have an adverse visual impact.

The primary objective of the Rural zone is to ensure the continuation of broad-hectare agriculture as the principal land use in the district, encouraging where appropriate the retention and expansion of agricultural activities. The earth moving business is an important local support industry which operates primarily in rural areas.

The objective in SPP3.7 Planning in Bushfire Prone Areas is for development to be located in areas with a maximum BAL-29 rating. This requires a 27m setback for the buildings from the northern boundary. Council can, in accordance with the Guidelines, request that a Bushfire Attack Level (BAL) Assessment be done for the sheds. However, given that their location would appear to comply with the objective of SPP3.7, this does not warranted.

There are no nearby dwellings other than the caretaker houses in Growden Place.

The proposed access to the development area is from Growden Place, which is appropriate and it does not have any impact on the Coalfields Highway.

Consultation:

None

Statutory Environment:

Local Planning Scheme No 2

The subject land is zoned Rural and the proposed development is defined as “rural industry” and this is a ‘D’ discretionary use in the Rural zone.

The objectives for the Rural zone include:

- to ensure the continuation of broad-hectare agriculture as the principal land use in the district, encouraging where appropriate the retention and expansion of agricultural activities.
- to provide for intensive agricultural uses and diversified farming which retain the rural character and amenity of the locality, and which are consistent with land suitability.
- to have regard to use of adjoining land at the interface of the Rural Zone with other zones to avoid adverse effects on local amenities.

The minimum building setbacks in the Rural zone are:

- Front : 20.0m
- Rear : 20.0m
- Side : 10.0m

The Planning and Development (Local Planning Schemes) Regulations 2015 provide in clause 67 of Schedule 2 a number of provisions which are deemed to be included in the local planning scheme text (Deemed Provisions) and which the local government is to have due regard to when considering an application. The subclauses in clause 67 that are considered relevant to the application are:

- (a) aims and provisions of Local Planning Scheme No2;
- (b) requirements of orderly and proper planning;
- (c) any approved State planning policy;
- (m) compatibility of the proposal with its setting and locality;
- (n) amenity;
- (s) proposed access; and
- (t) the amount of traffic likely to be generated by the development.

In considering an application for planning approval the local government is also to have due regard to Clause 5.18.3 of the Scheme being:

- (a) any sensitive or incompatible uses which may require buffer separation from the proposed use;
- (b) evidence of a sustainable water supply that does not rely on catchment outside the lot, or damming of a stream that will impact on the water availability for another lot or lots;
- (c) soil conditions, slope, soil type, rock, potential for water logging, foundation stability, and how the application has addressed these site characteristics; and
- (d) whether effluent disposal systems can be set back 100 metres (conventional septic system) or 50 metres (alternative system) from any stream. (The buffer distances may be reduced depending on the size and nature of the stream and the soil types).

Bushfire Prone Land

The subject land is shown as being bushfire prone on the State Bushfire Prone Maps.

Under the Local Planning Scheme Regulations, any structure on bushfire prone land used by people for living or working, is required to have a Bushfire Attack Level (BAL) Assessment undertaken. Planning Bulletin 111/2016 Planning in Bushfire Prone Areas promotes that the Deemed Provisions (LPS Regulations) should be applied pragmatically by Council.

The hazard vegetation is located along the rail corridor on the northern side of the property. The associated special construction provisions of Australia Standard AS3959 Construction of Buildings in Bushfire Prone Areas in the National Construction Code are not applied to the proposed development.

Policy Implications:

Council has adopted Local Planning Policy No 2 Rural Sheds, but this does not apply to the application. The Policy relates to farm shed/outbuildings that are used in conjunction with local farming operations. It does not include a building or use which is defined separately within the planning scheme ie Rural Industry.

Even if the Policy applied to the development, then it would still need to be approved by Council as the sheds are located less than 500m from Coalfields Highway.

Financial Implications:

None

Strategic Implications:

Shire of West Arthur Strategic Community Plan – Strategic Direction - Local Economy - supporting agriculture and local business.

Shire of West Arthur Corporate Plan provides under Outcome 2.1 – Improved employment through diversification in agricultural and Outcome 2.3 – Existing businesses develop and grow.

Sustainability Implications:

- **Environmental:** There are no known significant environmental considerations.
- **Economic:** There are no known significant economic considerations.
- **Social:** There are no known significant social considerations.

Risk Implications:

Risk	Low (4)
Risk Likelihood (based on history and with existing controls)	Low (4)
Risk Impact / Consequence	Low (4)
Risk Rating (Prior to Treatment or Control)	Low (4)
Principal Risk Theme	Low (4)
Risk Action Plan (Controls or Treatment Proposed)	Low (4)

Risk Matrix:

Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of 2 has been determined for this item. Any items with a risk rating over 10 (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating over 17 will require a specific risk treatment plan to be developed.

Voting Requirements:

Simple Majority

Officer Recommendation:

That Council approve the use and development of Lot 4 (#9981) DP43208 Coalfields Highway, Darkan for the purpose of Rural Industry (Earth Moving) subject to compliance with the following conditions:

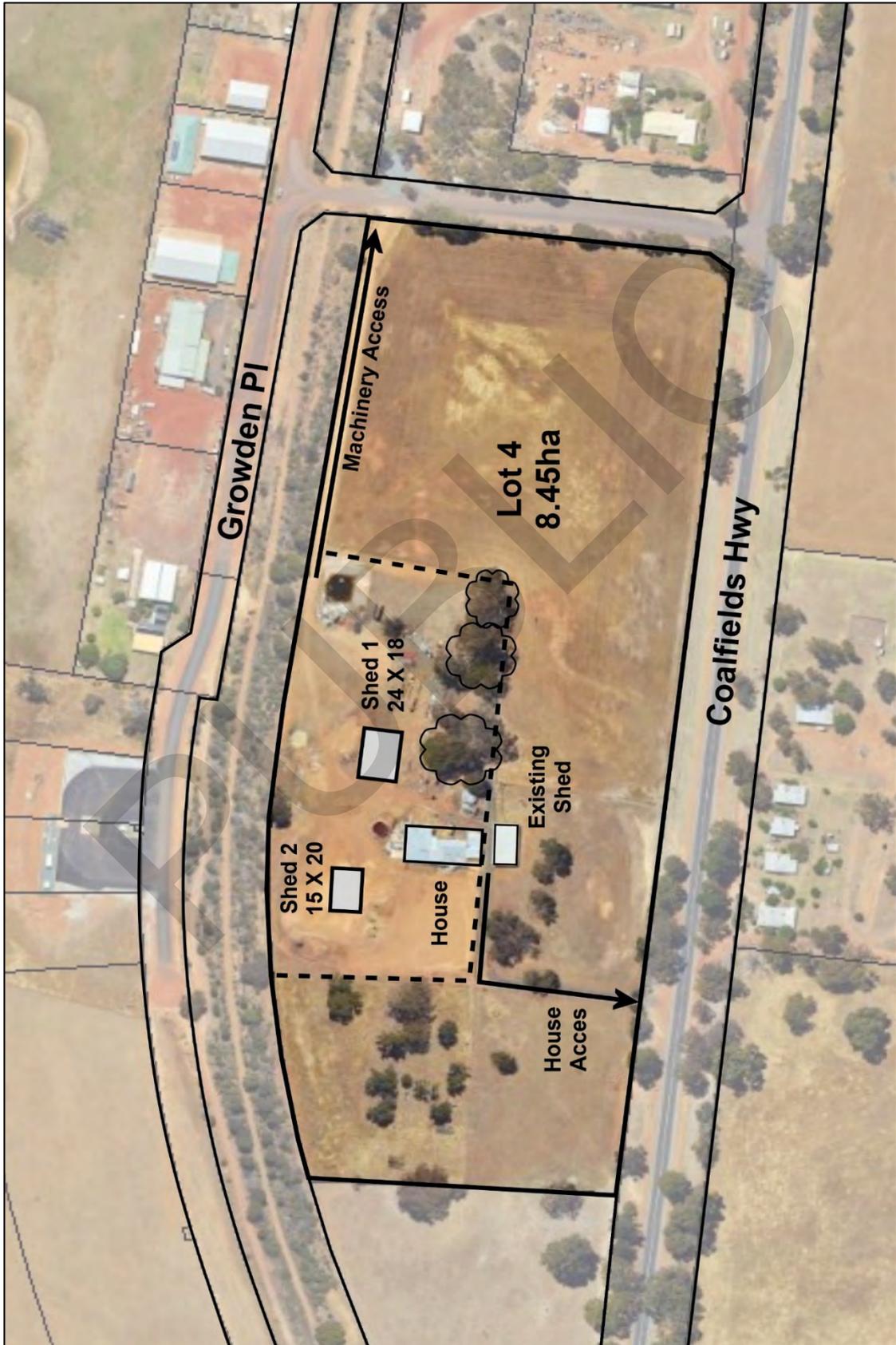
- 1 The development hereby approved shall occur generally in accordance with the plans and specifications submitted with the application and these shall not be altered or modified without the prior written approval of the Council.
- 2 Any use, additions to and further intensification of any part of the building or land (not the subject of this consent) shall be subject to a further development application and consent for that use.
- 3 The outbuildings approved as part of this application may only be used in conjunction with the use hereby approved, or for uses ancillary to the rural use of the property. They may not be used for any use or industry.
- 4 No polluted drainage shall be discharged beyond the boundaries of the land from which it emanates or into watercourse or easement drain, but shall be so treated and/or absorbed on that lot to the satisfaction of the Environmental Health Officer.
- 5 The use hereby permitted shall not cause injury to or prejudicially affect the amenity of the locality by reason of the emission of smoke, dust, fumes, odour, noise, vibration, waste product or otherwise.
- 6 The site shall be so ordered and maintained as not to prejudicially affect the amenity of the locality by reason of appearance.
- 7 Any external lighting is to be so positioned and shielded as not to cause any glare nuisance to any nearby residential occupation or passing motorist.

Moved:

Seconded:

ATTACHMENTS

Site Plan



ITEM 14.4 – SPRAYED BITUMEN PURCHASE – E-QUOTES

File Reference:	2.27.1
Location:	Shire of West Arthur
Applicant:	Shire of West Arthur
Author:	Acting Chief Executive Officer
Authorising Officer	Acting Chief Executive Officer
Date:	23 September 2021
Disclosure of Interest:	Nil
Attachments:	E-Quotes assessment
Previous Reference:	N/A

Summary:

Council has a number of bitumen and reseal projects in the 2021/22 works program and quotations have been requested using the WALGA E-Quotes system of preferred suppliers. Council is requested to authorise acceptance of the pricing submitted by Fulton Hogan for the 2021/22 program.

Background:

Each year Council has a proportion of their works program that includes bitumen work and pricing is sought from pre-qualified suppliers on the WALGA Panel of Suppliers.

Comment:

Suppliers from Western Australian Local Government Association's preferred suppliers list were invited to quote.

Quotations from three suppliers were received and a summary of quotes is included in separate confidential attachments.

The quotes have been requested as required by Council's Purchasing Policy and the acceptance of the preferred supplier quotation is presented to Council for acceptance/endorsement as required by Council's Delegation Register.

Consultation:

WALGA Supplier Panel
Manager Works and Services

Statutory Environment:

The Local Government Act 1995 S 3.57 relates to tenders for the supply of goods and services. The Shire is not required to invite tenders for the supply of the goods and services where the supply is obtained through a WALGA preferred supplier (Local Government Functions and General Regulations 1996, S11 (2) (b)).

Policy Implications:

Purchasing Policy – F4.1
Delegations Register – 1.2.15

Financial Implications:

The quote from the recommended supplier is within budget estimates.

Strategic Implications:

Outcome 4.1 – Our road network is well maintained

Our strategies and plans to achieve this include:

- Regularly review and update our long-term road construction and maintenance program
- Enhance road safety strategies for road users

Sustainability Implications:

- **Environmental:** There are no known significant environmental considerations.
- **Economic:** There are no known significant economic considerations.
- **Social:** There are no known significant social considerations.

Risk Implications:

Risk	Medium (9)
Risk Likelihood (based on history and with existing controls)	Medium (9)
Risk Impact / Consequence	Medium (9)
Risk Rating (Prior to Treatment or Control)	Medium (9)
Principal Risk Theme	Medium (9)
Risk Action Plan (Controls or Treatment Proposed)	Medium (9)

Risk Matrix:

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of 2 has been determined for this item. Any items with a risk rating over 10 (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating over 17 will require a specific risk treatment plan to be developed.

Voting Requirements:

Simple Majority

Officer Recommendation:

That Council award the bitumen sealing works associated with the 2021/22 road program to Fulton Hogan as per the pricing supplied.

Moved: _____

Seconded: _____

ATTACHMENTS

E-Quotes Assessment

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RFQ 2021/2022 BITUMEN SEALING - VP253084

				Experience		Personnel		Fees and Charges						
Evaluation Completed By: J Muir, I Fitzgerald				25%		25%		50%						
				<ul style="list-style-type: none"> • Demonstrated experience in undertaking similar projects <ul style="list-style-type: none"> • Demonstrated experience in liaison, coordination and timely delivery of outcomes within remote regional areas and where there is considerable distance between client and service provider. • Demonstrated experience in working with Local Government in the fields required as part of this project brief. 		<ul style="list-style-type: none"> • Demonstrated ability of Company or Contractor to meet the scope of works required as part of this project <ul style="list-style-type: none"> • Details of the nominated personnel that will be assigned to undertake the requirements of this Request for Quotation, including relevant licenses and registrations 		<ul style="list-style-type: none"> • Fees and charges applicable to this Request for Tender 						
Submission		Lump Sum		Score (0-10)	Weighted Score	Score (0-10)	Weighted Score	Total Qual Criteria (/60)	Price Ratio	Value for Money	Total Price Score	TOTAL weighted score	RANK	
		ex GST	inc GST							Score (0-5)	Score (0-5)	Price Score (0-10)		
DOWNER		\$404,592.75	\$445,052.03	7	17.5	7	17.5	35.00	3.1	3	30.4	65.4	3	
FULTON HOGAN		\$277,329.54	\$305,062.49	8	20.0	8	20.0	40.00	4.5	5	47.5	87.5	1	
KEE		\$312,173.00	\$343,390.30	7	17.5	7	17.5	35.00	4.0	4	40.0	75.0	2	

Overall Evaluation Notes: Based on Price, experience and personnel, Fulton Hogan are the preferred supplier.

Signed: James Muir 23/9/21 Ian Fitzgerald

15. Elected Members Motions of Which Previous Notice Has Been Given

16. New Business or Urgent Business Introduced by Decision of the Meeting

New business of an urgent nature introduced by decision of the meeting. Best practice provides that Council should only consider items that have been included on the Agenda (to allow ample time for Councillors to research prior to the meeting) and which have an Officer Report (to provide the background to the issue and a recommended decision).

16.1 Elected Members

16.2 Officers

18. Closure of Meeting

The Presiding Member declared the meeting closed at ____pm

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