

Ordinary Council Meeting

Notice of Meeting | 30th November 2023

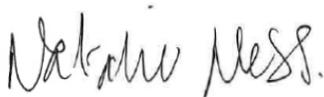
I respectfully advise that the ORDINARY COUNCIL MEETING will be held in the Council Chambers, 10 Jennaberring Road, Quairading, WA on 30th November 2023 commencing at 2.00pm

Public are able to attend this meeting.

Public questions may be submitted electronically to this meeting. Please click on the link for further information <https://www.quairading.wa.gov.au/documents/1150/public-question-time-form>

Alternatively, Questions may be asked in Person.

MEETING AGENDA ATTACHED



Natalie Ness
CHIEF EXECUTIVE OFFICER

Date: 24 November 2023

Disclaimer

Members of the public should note that in any discussion regarding any planning or other application that any statement or intimation of approval made by any member or officer of the Shire of Quairading during the course of any meeting is not intended to be and is not to be taken as notice of approval from the Shire of Quairading. No action should be taken on any item discussed at a Council meeting prior to written advice on the resolution of the Council being received.

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CONTENTS

ITEM 1 OPENING & ANNOUNCEMENTS 5

ITEM 2 ATTENDANCE AND APOLOGIES 5

ITEM 3 PUBLIC QUESTIONS 6

 3.1 Question from Mrs Evie Burns 6

ITEM 4 DEPUTATIONS/PRESENTATIONS/SUBMISSIONS/PETITIONS 7

No matters for consideration

ITEM 5 APPLICATIONS FOR LEAVE OF ABSENCE 8

 5.1 Application for Leave - Cr Haythornthwaite 8

ITEM 6 DECLARATIONS OF INTEREST 9

ITEM 7 CONFIRMATION OF MINUTES AND BUSINESS ARISING 10

 7.1 Confirmation of Minutes: Ordinary Council Meeting – 26 October 2023 10

 7.2 Confirmation of Minutes: Special Council Meeting – 6 November 2023 10

 BUSINESS ARISING 10

ITEM 8 RECEIVAL OF COMMITTEE MEETING MINUTES (NO RECOMMENDATIONS) 11

 8.1 Reconciliation Action Plan Advisory Committee Meeting – 8 November 2023 11

**ITEM 9 RECOMMENDATIONS FROM COMMITTEE MEETINGS FOR COUNCIL
CONSIDERATION 12**

 9.1 Audit & Risk Committee Meeting – 14 November 2023 12

 9.1.1 2022/2023 Financial Audit - Office of the Auditor General (OAG) 13

 9.1.2 Information Technology (IT) Usage Policy & Procedure 16

 9.1.3 Request to Increase Credit Card Limits 29

 9.1.4 Audit register - progress report 32

 9.1.5 Report on excess annual leave and long service leave entitlements 36

 9.2 Bushfire Advisory Committee Meeting – 24 October 2023 42

 9.2.1 Appointment of Chief Bush Fire Control Officer 43

 9.2.2 Appointment of Fire Control Officers 44

 9.2.3 Appointment of Fire Weather Monitors 45

ITEM 10 MATTERS FOR CONSIDERATION – BUILDING & TOWN PLANNING 46

 10.1 Cuneata Rise Vacant Block Strategy 46

ITEM 11 MATTERS FOR CONSIDERATION – FINANCE & AUDIT 58

 11.1 Monthly Financial Statements - October 2023 58

 11.2 Accounts for Payment - October 2023 90

ITEM 12 MATTERS FOR CONSIDERATION – GOVERNANCE & ADMINISTRATION 125

12.1	Renewal of Library Services Agreement.....	125
12.2	Council meeting dates for the 2024 calendar year	159
12.3	Power Outages: Frequency & Duration - November 2023 Update	163
12.4	Corporate Uniform & Dress Policy	174
ITEM 13	MATTERS FOR CONSIDERATION – HEALTH & BUILDING	180
	<i>No matters for consideration</i>	
ITEM 14	MATTERS FOR CONSIDERATION – WORKS & SERVICES.....	181
14.1	Update on Works & Services Programme.....	181
14.2	Off Leash Dog Exercise Area (Bark Park)	189
14.3	Finalise Procurement, Request for Tender for two (2x) 6-wheel Tipper Trucks.....	195
ITEM 15	MATTERS FOR CONSIDERATION - WORK, HEALTH & SAFETY	248
	<i>No matters for consideration</i>	
ITEM 16	URGENT COUNCILLOR’S BUSINESS.....	249
ITEM 17	CONFIDENTIAL ITEMS	250
	<i>No matters for consideration</i>	
ITEM 18	NEXT MEETING DATE.....	251
ITEM 19	CLOSURE	251

SHIRE OF QUAIRADING

ITEM 1 OPENING & ANNOUNCEMENTS

The Shire President opened the Meeting at _____ pm.

“Before we start our meeting, I would like to acknowledge that we are meeting on Noongar/Ballardong land. We pay respect to the original custodians of the land...past, present and future. I welcome you all here today for this meeting.”

ITEM 2 ATTENDANCE AND APOLOGIES

Councillors

Cr JN Haythornthwaite	Shire President
Cr TJ Stacey	Deputy Shire President
Cr BR Cowcill	
Cr FC Faltyn	
Cr JC Hayes	
Cr JR Hippisley	

Council Officers

Ms NJ Ness	Chief Executive Officer
Ms T Brown	Executive Manager, Corporate Services
Ms SE Caporn	Executive Manager, Works & Services
Ms M Haeusler	Executive Officer

Observers/Visitor

Mrs Evie Burns

Apologies

Nil

Leave of Absence Previously Granted

Cr PD Smith

ITEM 3 PUBLIC QUESTIONS

3.1 Question from Mrs Evie Burns

Mrs Burns has elected not to submit her question in advance but will provide a written copy to the Shire President at the beginning of the meeting.

ITEM 4 DEPUTATIONS/PRESENTATIONS/SUBMISSIONS/PETITIONS

No matters for consideration

ITEM 5 APPLICATIONS FOR LEAVE OF ABSENCE**5.1 Application for Leave - Cr Haythornthwaite****Responsible Officer** Natalie Ness, Chief Executive Officer**Reporting Officer** Marion Haeusler, Executive Officer**Attachments** Nil**Voting Requirements** Simple Majority**Disclosure of Interest** Reporting Officer: Nil
Responsible Officer: Nil**UPDATE IN BRIEF**

A written application for Leave of Absence has been received from Cr Haythornthwaite for the Ordinary Meeting of Council scheduled for the 14th December 2023. Council, in accordance with Section 2.25 of the *Local Government Act 1995* may by resolution grant Leave of Absence to an Elected Member

OFFICER RECOMMENDATION

That Council grant Leave of Absence to Cr JN Haythornthwaite in accordance with Section 2.25 of the *Local Government Act 1995* from the Ordinary Meeting of Council scheduled for the 14th December 2023.

ITEM 6 DECLARATIONS OF INTEREST

Elected Members in accordance with section 5.61 and 5.65 of the Local Government Act 1995 and the *Local Government (Model Code of Conduct) Regulations 2021* Schedule 1 Division 4 regulation 22:

A member who has an interest in any matter to be discussed at a Council or Committee meeting that will be attended by the member must disclose the 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.

Local Government employees in accordance with section 5.70 or 5.71 of the *Local Government Act 1995* and the *Local Government (Administration) Regulations 1996* Part 4A Division 2, regulation 19AD:

An employee who has an interest in any matter to be discussed at a council or committee meeting attended by the local government employee disclose the 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.

ITEM 7 CONFIRMATION OF MINUTES AND BUSINESS ARISING

7.1 Confirmation of Minutes: Ordinary Council Meeting – 26 October 2023

OFFICER RECOMMENDATION

That the Minutes of the Ordinary Council Meeting held on the 26 October 2023 be confirmed as a true and accurate record.

7.2 Confirmation of Minutes: Special Council Meeting – 6 November 2023

OFFICER RECOMMENDATION

That the Minutes of the Special Council Meeting held on the 6 November 2023 be confirmed as a true and accurate record.

BUSINESS ARISING

ITEM 8 RECEIVAL OF COMMITTEE MEETING MINUTES (NO RECOMMENDATIONS)**8.1 Reconciliation Action Plan Advisory Committee Meeting – 8 November 2023****Responsible Officer** Natalie Ness, Chief Executive Officer**Reporting Officer** Marion Haeusler, Executive Officer**Attachments** Nil**Voting Requirements** Simple Majority**Disclosure of Interest** Reporting Officer: NilResponsible Officer: Nil

OFFICER RECOMMENDATION

That Council receive the minutes of the Reconciliation Action Plan Advisory Committee for its meeting on 8 November 2023.

The minutes for the Reconciliation Action Plan Committee Meeting were provided to Council under separate cover. The minutes can be found on Council's website: www.quairading.wa.gov.au

ITEM 9 RECOMMENDATIONS FROM COMMITTEE MEETINGS FOR COUNCIL CONSIDERATION**9.1 Audit & Risk Committee Meeting – 14 November 2023****Responsible Officer** Natalie Ness, Chief Executive Officer**Reporting Officer** Marion Haeusler, Executive Officer**Attachments** Nil**Voting Requirements** Simple Majority**Disclosure of Interest** Reporting Officer: NilResponsible Officer: Nil

OFFICER RECOMMENDATION

That Council receive the minutes of the Audit & Risk Committee for its meeting on 14 November 2023.

The minutes for the Audit & Risk Committee Meeting were provided to Council under separate cover. The minutes can be found on Council's website: www.quairading.wa.gov.au.

9.1.1 2022/2023 Financial Audit - Office of the Auditor General (OAG)

Responsible Officer	Natalie Ness, Chief Executive Officer
Reporting Officer	Tricia Brown, Executive Manager, Corporate Services
Attachments	Nil
Voting Requirements	Simple Majority
Disclosure of Interest	Reporting Officer: Nil Responsible Officer: Nil

OFFICER RECOMMENDATION*RECOMMENDATION ARC 005-23/24*

That the Audit & Risk Committee recommend to Council that Council:

1. Receives the Audit Register, for progress to be reported quarterly through the audit register – progress report Attachment (i)
 2. Notes that the Auditors commenced the Final Audit for 2022-2023 on the 30th October 2023 to the 1st November 2023 onsite.
-

IN BRIEF

- The Final onsite Audit visit was conducted by AMD on the 30th October through to 1st November 2023 with offsite work still being conducted.

MATTER FOR CONSIDERATION

Further requests following the onsite Audit are being conducted daily through the AMD Online document portal with 76% of items being accepted as at 05/11/2023.

BACKGROUND

The external audit, also known as financial audits or audit of the annual financial statements, focuses on providing an objective and independent examination of the financial statements prepared by the Shire, increasing the value and user confidence in the financial statements.

AMD Chartered Accountants (AMD) have been contracted by the OAG to perform the Shire's financial report audit for a 3-year period, commencing with the audit for the year ended 30th June 2021 (prior year audit). The audit occurs in two steps; the first being an interim audit, with the second (final) stage being the audit work to attest the balances and notes that comprise the annual financial statements.

Bob Waddell and Associates were engaged to complete the Shire's Annual Financial Statements for the year ended 30th June 2023 and is in its final review by the Auditors.

STATUTORY ENVIRONMENT

Local Government Act 1995

Local Government (Financial Management) Regulations 1996

Local Government (Audit) Regulations 1996

Australian Accounting Standards

International Financial Reporting Standards

POLICY IMPLICATIONS

Purchasing Policy

Delegation 1.1.13: Payments from the municipal or trust funds

Records Management Policy

Significant Accounting Policies

Delegations Register

FINANCIAL IMPLICATIONS

Council has a budget allocation of \$32,000 in the 2023/24 budget for the conduct of the external audit function by the Office of the Auditor General (OAG), for the audit of the 2022/23 annual financial statements. It is anticipated that a budget of similar amount is to be adopted each year but will be subject to an annual estimate of audit fees provided by the OAG. Officers' efforts to undertake the improvements and report on progress have not been estimated or reported.

ALIGNMENT WITH STRATEGIC PRIORITIES

- 5.3 Governance & Leadership:** Provide informed and transparent decision making that, meets our legal obligations, and the needs of our diverse community
- 5.4 Governance & Leadership:** Implement systems and processes that meet legislative and audit obligations

CONSULTATION

Nil.

RISK MANAGEMENT PRIORITIES

This report addresses the following identified Strategic Risk Management Priorities:

Financial misconduct by (a) a Shire employee, and (b) an executive/office holder results in financial, legal and/or reputational damage.

Misconduct (non-financial) by a Shire employee results in financial, legal and/or reputational damage.

RISK ASSESSMENT

	Option 1
Financial	Low <i>Cost of the audit is included in the budget. The audit's purpose is not to uncover any financial fraud, however having strong financial processes, as raised in the management report can reduce the risk of this occurring.</i>
Health	Low
Reputation	Low <i>Compliant with legislative requirements. Failure to complete the annual financial audit would lead to increased reputational risk and possible actions by the OAG.</i>
Operations	Low <i>Council's Management and administration staff assist AMD by providing all information and documents requested. Operational impact is minimal in reporting progress on audit findings, however the operational impact of not closing findings would be significantly higher if conditions escalated.</i>
Natural Environment	Low

	Consequence				
Likelihood	Insignificant	Minor	Moderate	Major	Critical
Rare	LOW Accept the risk Routine management	LOW Accept the risk Routine management	LOW Accept the risk Routine management	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review
Unlikely	LOW Accept the risk Routine management	LOW Accept the risk Routine management	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review
Possible	LOW Accept the risk Routine management	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review	HIGH Quarterly senior management review
Likely	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review	HIGH Quarterly senior management review	EXTREME Monthly senior management review
Almost certain	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review	EXTREME Monthly senior management review	EXTREME Monthly senior management review

COMMENT

The CEO and EMCS will continue to report on progress of audit findings through the Audit Progress Register that is submitted to the Audit and Risk Committee and recommended to Council.

9.1.2 Information Technology (IT) Usage Policy & Procedure

Responsible Officer	Natalie Ness, Chief Executive Officer
Reporting Officer	Tricia Brown, Executive Manager, Corporate Services
Attachments	1. Information Technology (IT) Usage Policy & Procedure ↓ 
Voting Requirements	Simple Majority
Disclosure of Interest	Reporting Officer: Nil Responsible Officer: Nil

OFFICER RECOMMENDATION*RECOMMENDATION ARC 007-23/24*

That the Audit & Risk Committee recommend to Council the adoption of a new policy – Information Technology (IT) Usage Policy & Procedure.

IN BRIEF

To establish guidelines on the appropriate usage of the Shire's Information and Communication Technology systems and devices to ensure the ongoing security and integrity of the Shire's network system.

MATTER FOR CONSIDERATION

Lack of documentation and guidance in respect to IT Usage expectations for employees.

BACKGROUND

During the Interim Audit for the year ended 30 June 2021, 3 Significant Findings in relation to the Shire's Information Technology Environment were noted, item 2 being:

- No specific employee IT Usage policy is in place.

STATUTORY ENVIRONMENT

Local Government Act 1995

Local Government (Administration) Regulations 1996

Privacy Act 1988

POLICY IMPLICATIONS

Employee Code of Conduct

FINANCIAL IMPLICATIONS

If not addressed the findings from the audit could result in data breaches, system outages and financial loss to the Shire.

ALIGNMENT WITH STRATEGIC PRIORITIES

5.4 Governance & Leadership: Implement systems and processes that meet legislative and audit obligations

CONSULTATION

Nil

RISK MANAGEMENT PRIORITIES

This report addresses the following identified Strategic Risk Management Priorities:

Data breaches/hack of Shire information and communications technology systems impacts business continuity, results in financial or other data theft and increases liability (Elected Members, Executive and the Shire as a whole).

RISK ASSESSMENT

	Option 1
Financial	Low <i>The Shire’s IT Providers have controls in place to reduce the risk to the Shire’s IT infrastructure and therefore financial risk of cyber-attacks.</i>
Health	Low
Reputation	Low <i>In conjunction with the ICT Strategic Plan this policy decreases the chance of loss of information and mitigates reputations risk.</i>
Operations	Low <i>This policy in conjunctions with the ICT Strategy and IT Provider controls is designed to reduce significant impact on the Council’s ability to operate.</i>
Natural Environment	Low

Likelihood	Consequence				
	Insignificant	Minor	Moderate	Major	Critical
Rare	LOW Accept the risk Routine management	LOW Accept the risk Routine management	LOW Accept the risk Routine management	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review
Unlikely	LOW Accept the risk Routine management	LOW Accept the risk Routine management	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review
Possible	LOW Accept the risk Routine management	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review	HIGH Quarterly senior management review
Likely	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review	HIGH Quarterly senior management review	EXTREME Monthly senior management review
Almost certain	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review	EXTREME Monthly senior management review	EXTREME Monthly senior management review

COMMENT

Protection of the Shire's IT infrastructure requires a multi-faceted approach from Council, Staff and our external IT Providers to maintain network integrity.

INFORMATION TECHNOLOGY (IT) USAGE POLICY & PROCEDURE

PURPOSE

The purpose of this Shire of Quairading Information Technology Acceptable Use Policy and Procedure is to:

- Clearly identify the parameters when using Shire of Quairading's information & communication technologies
- Outline the process for using Shire of Quairading's information & communication technologies
- Protect the interests, intellectual property, and IT assets of the Shire of Quairading.

OBJECTIVE

This Information Technology Acceptable Use Policy applies to Councillors and all Council Employees of the Shire of Quairading (SOQ) who use information and communication technologies for or on behalf SOQ. This document provides direction on the acceptable use of SOQ's information and communication technologies, and personal use of QSC's information and communication technologies.

DEFINED TERMS

CEO - The person appointed to the position of Chief Executive Officer under the Local Government Act 2009, and anyone acting in that position.

Council - Shire of Quairading Council

Executive Manager - A person appointed in an Executive level position

Employee - Includes any person employed by Council and persons providing services to or on behalf of Council, including Elected members

Email - A service that enables people to exchange document or material in an electronic format

Hack - To gain access into another's computer system or files by illegal or unauthorised means

Information Technology (IT) - An umbrella term covering websites, technology, applications, or tools that enable an exchange of dialogue between organisations, communities and individuals. IT may include but is not limited to:

- Computers - desktop and laptops
- Mobile devices - phones and tablets
- Internet - corporate and public, physical and wireless

- Software – email, content creation

Internet – A global research, information and communication network providing services such as access to information, file transfer and electronic mail
Material – Includes data, information, text, graphics, animations, speech, videos, photos, maps and music or other sounds, accessible electronically, including any combination or selection of any of these
Standard Operating Environment (SOE) – refers to the specific combination of computer hardware and software configuration on Council computers.

Material – Includes data, information, text, graphics, animations, speech, videos, photos, maps and music or other sounds, accessible electronically, including any combination or selection of any of these

Standard Operating Environment (SOE) – refers to the specific combination of computer hardware and software configuration on Council computers.

POLICY STATEMENT

The Shire of Quairading is conscious of the need to handle Council information in a way that promotes and maintains the public's trust and confidence in the integrity of Council whilst maintaining privacy and confidentiality under the corresponding legislative Act's.

Council holds information about a range of matters relating to Council business and information relating to private individuals and commercial entities. Council acknowledges that to minimise risks to the Council and residents, Council must manage all IT devices in a way to preserve the privacy and confidentiality of information held by Council to the fullest extent possible.

PROCEDURE

Acceptable Use

The Council information technology (IT) infrastructure and services are primarily for Council business use and must be used in accordance with legislative requirements and the guidelines set out in this Policy.

SOE Access

Employees will only be granted access to Council's operating environment once a New User Access Request Form has been completed through our IT Providers.

Personal Usage

Employees may be permitted to use Council IT equipment and infrastructure for private purposes – only where such use is open, accountable, and transparent. Private use must always be appropriate and lawful and not interfere with employee's capacity or ability to perform their respective duties.

Passwords

Passwords are an employee's electronic authorisation used to gain access to Councils IT systems. Employees are responsible for the security and regular changing of their password(s).

Passwords are created by our IT Providers at the time access to the SOQ's (IT) infrastructure is granted. Passwords are required to be regularly changed and adhere to specific guidelines created by our IT Providers.

Employees are required to take reasonable precaution to ensure that their password is not known by any other party, this includes not writing the password down in an easily accessible location. Employees must not disclose their password(s) to anyone however employees may be required to disclose their password to an Executive or IT staff, in this instance the employee may request that their password be changed before disclosing.

Identity

No email or other electronic communication may be sent for or on behalf of Council which conceals or attempts to conceal the identity of the sender. All Council email correspondence is required to include the standard Council email signature, which must include the following:

- Employee Name
- Employee Title/Position
- Employee email address
- Council Emblem & name
- Council primary contact number (no direct extensions to be advertised)
- Council mobile number (if employee has been issued a mobile phone)
- Council Postal address
- Links to Council websites (Corporate & Tourism)

The only exception is where it is intended to keep the identity of the sender anonymous, such as position or purpose related mailboxes (i.e. HR, Jobs, Info, Tenders), which may omit an Employees name.

Email Usage

Council email access is provided to employees on an "as required" basis. Council provided email is strictly to be used for Council business purposes only.

Employees must exercise care and discretion with electronic communication such as tenders, contracts, confidential agendas, minutes, and reports.

Email messages are perceived to be instant in nature and instantly disposed of, however all emails sent and received from Council email are backed up and stored indefinitely, regardless of any accidental or deliberate deletion.

Improper statements can give rise to liability, personally and for Council. Employees must operate on the assumption that messages may be sent to, forwarded to, transmitted or printed by someone other than the intended recipient.

Employees must be aware that email messages, even if expressed to be confidential, may be disclosed in legal proceedings, Freedom of Information requests, or as required by law.

Employees should follow 'best practice' when using Council email, so as not to cause Council disrepute. Best practice examples include:

- Subject line should be clear and concise and not contain the body of the email
- Contents of the email should be lawful and free of error
- All sent emails must contain the standard Council signature

Security

To increase data security, Council computers are configured to lock access after a period of inactivity. After this time employees will be required to re-enter their passwords to re-gain access. Employees must not attempt to circumvent this security function.

Employees are required to lock their computers when leaving their desk for extended periods of time. Employees found to consistently leave their computer unsecured may be subject to disciplinary actions.

Employees must not attempt to gain access to another employee's user account, whether by knowing or guessing another employee's password or by other methods. Employees found to attempt to hack Council IT systems may be subject to disciplinary action.

Unknown USB storage devices are a high risk to Council data security. Employees must not attach unknown USB devices to any Council IT systems, this includes but is not limited to, USB storage devices containing files or material required to be printed by a member of the public, and personal Employee USB storage devices.

Remote Access

Employees may be authorised to access Councils network remotely. Remote access may be granted on an "as required" basis only when required to work away, under authorisation from the CEO or appropriate department Executive.

Employees authorised for remote access shall have a secure Council laptop to be used for Council business only. Employees should not store data on the laptop provided, and should assume that any data stored will be removed upon return.

The following employee positions may be issued with a Council administered laptop for the duration of their employment:

- CEO, Executives and Elected Members
- Staff with the executive's approval

Laptops issued are to be used for Council business only. Under no circumstances is an employee to install software, modify configuration settings, or provide use of the issued laptop to anyone but Council IT staff. An employee issued with a Council laptop may be held responsible for any unlawful or unauthorised activity conducted on a Council issued laptop.

Exceptions may be made for companies which have entered into an agreement with Council for managed services that require frequent remote access. These companies shall be liable for any damage or data loss caused as a result of their remote access.

Employees found to be accessing Council IT systems remotely from an unauthorised computer or device may be subject to disciplinary action.

Under no circumstances are employees to grant remote access to a Council IT System to any persons via TeamViewer or any other method unless authorised to do so by Council IT staff. Employees found to allow unauthorised remote access to Council's network may be subject to disciplinary actions.

Document Management

Council utilise Altus Content as a document management system. Employees required to use Council computers to perform their duties will be granted a "user workspace" inside Altus Content.

Employees with access to Altus Content are required to store all Council documents and Council business related emails in Altus Content.

Data Storage

Employees will be granted access to Council data resources via mapped network drives on an "as required" basis. Authorisation to access a mapped network drive is to be granted or denied via the IT providers Change to Employee Access Request Form, with approval from the appropriate Executive.

Employees will be granted access to the 'T' drive on a work requirements basis. This drive is to be used for Council business only. Employees must not store unlawful content on Council IT systems. Council IT staff may monitor data stored on Council IT systems and infrastructure, and report findings to the CEO.

Hardware Care

Employees must not interfere with the physical configuration (i.e. placement, cabling, etc.) of Council IT systems including but not limited to, computers, printers, desk phones, power, and data. Any required configuration changes are to be authorised by IT staff/executive staff prior to any changes being made

Employees are responsible for the care of their Council IT equipment, and may be held accountable for any physical damages that may occur. Employees must report any physical damage to Council IT equipment to IT staff immediately.

Employees are required to shut down programmes and turn off their computers at the end of each workday, unless otherwise directed by Council IT staff/Executive staff for the purpose of maintenance.

Mobile Devices

Dependant on positional requirements, employees may be issued with a mobile device (i.e. Mobile phone, tablet) to assist with performing their duties. The type of mobile device issued will depend on the requirements of the employee's position.

The employee roles that may be issued a mobile device are:

- CEO, Executives
- Managers/Supervisors

- Officers that are directed to carry a device as part of their role Employees are responsible for the care of the mobile device issued and may be held accountable for loss or damages caused. The mobile device must be carried by the Employee at all times during hours of employment and must not be forwarded or redirected to a personal mobile device.

Employees are not permitted to use a Council issued mobile device for personal use.

Employees found to use a Council issued mobile device for personal use may be held accountable for any excess charges relating to that personal use. If an Employee incurs excess usage charges on a Council mobile device whilst on leave or otherwise not performing duties related to Council business, that employee may be held accountable for those excess charges.

Upon an Employees termination, all issued IT devices must be returned to Council.

IP Telephones

Dependant on positional requirements, Employees may have a Council desk phone configured in their workspace. These desk phones are to be used for Council business only.

Employees should limit publicising their direct dial extension numbers and should direct contact to Council's primary contact number when possible.

Employees are responsible for the care of their desk phones, and any damages or faults must be reported to IT staff/Executive staff.

BYOD – Bring your own device

Council does not support the use of BYOD laptops.

Personal laptops and mobile devices may only be connected to Council's IT infrastructure under the authorisation of Council IT staff or CEO/Executives.

Internet Use

Council internet is intended to be used primarily for Council business, though employees are permitted to access the internet for personal use where that personal use is lawful and does not impact the employee's ability or capacity to perform their duties.

Council internet usage is monitored by IT providers to determine both the appropriateness of the content being viewed, as well as the impact the usage may have on Council operation due to data and bandwidth usage. Council IT providers may report on employee internet usage to the CEO/Executive if required.

Council have content filtering active on Council's internet service, used primarily to block malicious, inappropriate, or unlawful content. If an employee cannot gain access to a website that is required to perform their duties, due to content filtering, they may contact Council IT staff/Executives to request that the restriction be removed.

Wi-Fi Access

Council operate and maintain two separate wireless networks in varying Council buildings. One free for public usage, the other is a corporate wireless network that connects directly to Councils IT systems and infrastructure for staff.

Employees are free to use the public wireless network in a lawful manner, provided it does not impact their ability or capacity to perform their duties.

Councils corporate wireless network is secured by a wireless key and is to be accessed by Council employees from authorised devices only. Authorisation can be granted to an employee using the online portal, provided the employee has reasonable requirement to use the wireless network and has been issued a Council mobile device.

Visiting guests of Council that require unrestricted wireless internet may be granted access to Councils hidden guest wireless network. If a guest requires wireless internet access, a Council employee may request the access details from Council's IT provider.

Software Configuration

Under Councils SOE, all Council IT equipment should have the same software packages installed. Exceptions may be made to the Council SOE where specific software is required for specific positions, these exceptions will be made at Executive staff discretion after assessing the requirements.

Employees must not attempt to modify or install software on any Council IT system. If software not currently part of the SOE is required, Employees may contact Council Executive staff to request that the software be installed, Council Executive staff will review the request and approve or deny the request if appropriate and compatible with Councils IT systems.

Employees must not attempt to alter the configuration of any Council IT systems. If configuration changes are required, employees may request the change by contacting Council Executive staff.

Malicious Software Protection

Council IT systems are protected from malicious software protection through the implementation of a number of layers of protection:

- Incoming & outgoing email filtering and inspection
- Internet content filtering & firewall
- Local antivirus/malware software

While Council's protection methods are effective in preventing most malicious software infections, employees must be cautious when opening emails and files from unknown or suspicious sources. Employees are encouraged to contact IT/Executive staff when they suspect a possible threat of infection.

Printing

Employees are encouraged to assess requirements before printing large or high-volume documents. Where possible, employees should print in greyscale to the high-volume photocopiers located in each Council building.

Employees should refrain from using smaller desktop printers unless necessary. Employees are responsible for replacing and ordering consumables for printers using the contact details located on each printer, Council IT staff may assist when required.

Visitors and members of the public that request to print material must be directed to email the file to a Council employee for printing. This ensures the file is inspected and scanned for malicious code by Council's email server.

Visitors and members of the public that request to print material but do not have the ability to email the file to a Council employee, must be directed to print from the publicly accessible computers available for use at the Quairading CRC. Under no circumstances should a Council employee attach an unknown USB storage device to Council IT Systems for the purpose of printing.

IT Support

When an issue with Council IT systems or infrastructure is identified, an employee is to advise IT staff and submit a support ticket to the IT Providers or the Software Providers dependant on the operating system issue. If an Employee is unable to submit a support ticket due to the nature of the issue, they may contact IT staff directly.

CONFIDENTIALITY

Employees should perform their duties under the assumption that all data stored on Council IT systems is accessible by IT Employees and the CEO upon request and may be reported on if required.

Employees must be aware that data and email messages, even if expressed to be confidential, may be disclosed in legal proceedings, Freedom of Information requests, or as required by law.

COPYRIGHT

The copyright over artistic, literary, dramatic or musical work authored by SOQ employees whilst carrying out work duties is owned by the SOQ as per the Copyright Act 1968 (s35) unless by prior arrangement.

Under no circumstances is a Council employee to replicate unauthorised copies of Council data, information, or Intellectual Property for purposes other than Council business. Employees found to be doing so may be subject to disciplinary action.

Employees are required to adhere to the requirements of copyright legislation. Intellectual property rights apply to most material on the internet, including text, graphics, and sound. Employees must not assume they can reproduce, print, transmit, or download material to which they have access. Usage of any material should comply with copyright legislation, as any material reproduce outside permitted uses or without the permission of the owner may result in litigation action against Council.

UNLAWFUL ACTIVITY

Employees must not conduct or be party to any unlawful activity while using or through the use of Council IT systems. Any unlawful activity found to occur will be reported directly to the CEO and appropriate law enforcement agencies.

COMMUNICATION

- Councillors and all Council employees will have access to this policy.
- Councillors and all Council employees will be provided with opportunities to be involved in the review of this policy.

- Council employees will be provided with information from this policy at the time of employment and orientation.
- Changes/amendments made to this Policy document will be communicated to all Councillors and Council employees.

ENFORCEMENT

Non-compliance with this policy could place Council in breach of both the Local Government Act 2009 and/or the Information Privacy Act 2009. It is important to note that non-compliance with this policy/procedure by an individual could lead to personal liability and/or criminal prosecution.

The failure of any Council employee to comply with this policy in its entirety may lead to:

- Refresher or further training,
- Performance management, or
- Modification or termination of employment.

STATUTORY ENVIRONMENT

Local Government Act 2009

Copyright Act 1968

Right to Information Act 2009

Information Privacy Act 2009

Crime & Corruption Act 2001

Invasion of Privacy Act 1971

CEO DISCRETION

Where applicable, the CEO can apply their discretion as to the enforcement of the requirements outlined in this policy and any requests for variations to this policy.

REVIEW OF POLICY

This policy remains in force until amended or repealed by resolution of Council. This document will be reviewed biannually or as required.

Record of Policy Review						
Version	Author	Council Adoption	Resolution	Reason for Review	Review Date	CEO Signature
01	Tricia Brown			New Policy		

9.1.3 Request to Increase Credit Card Limits

Responsible Officer	Natalie Ness, Chief Executive Officer
Reporting Officer	Tricia Brown, Executive Manager, Corporate Services
Attachments	Nil
Voting Requirements	Simple Majority
Disclosure of Interest	Reporting Officer: Nil Responsible Officer: Nil

OFFICER RECOMMENDATION*RECOMMENDATION ARC 008-23/24*

That the Audit & Risk Committee recommend to Council that; Council approve the increase in Credit Card Limits as per the below;

1. Chief Executive Officer – Limit \$5,000
2. Executive Manager Works & Services – Limit \$5,000
3. Executive Manager Corporate Services – Limit \$2,000
4. Community Emergency Services Manager – Limit \$5,000

IN BRIEF

Council credit cards are issued to all Executive Staff and the Chief Executive Officer to allow purchases to be made on behalf of the Council that cannot ordinarily or easily be purchased via invoice/EFT or are urgent in nature.

MATTER FOR CONSIDERATION

The use of corporate credit cards is not specifically mentioned in the Local Government Act 1995. However, the impacts of the use and control of corporate credit cards are related to the following sections of the Local Government Act 1995:

1. Section 2.7(2)(a) and (b) requires the Council to oversee the allocation of the local government's finances and resources and determine the local government's policies; and
2. Section 6.5(a) requires the CEO to ensure that there are kept, in accordance with regulations, proper accounts and records of the transactions and affairs of the local government.

Local Government (Financial Management) Regulations 1996 Section 11(1)(a) requires local governments to develop procedures for the authorisation of, and the payment of, accounts to ensure that there is effective security for, and properly authorised use of cheques, credit cards, computer encryption devices and passwords, purchasing cards and any other devices or methods by which goods, services, money, or other benefits may be obtained.

BACKGROUND

Council has predominately issued the Chief Executive Officer with a limit of \$5,000 and \$1,000 for Executive Staff, however increasingly the limit for Executive Staff is proving to be inadequate.

The CESM credit card has reached its limit 4 times in the past 6 months leaving the Manager having to use personal funds in order to carry out purchases pertinent to the role. With the fire season approaching and the potential for increased emergency expenditure an increase in the credit card limit to \$5,000 will allow funds to be available when needed for emergency welfare and incident related costs.

The EMWS has also noticed delays in being able to purchase items due to the internal processes of Creditor Management. An increase in the limit to \$5,000 would significantly reduce the delays and allow increased efficiency for those items required to be purchased outside of the normal invoicing structure.

STATUTORY ENVIRONMENT

Local Government Act 1995

Local Government (Administration) Regulations 1996

POLICY IMPLICATIONS

Corporate Credit Card Policy

Payments from the municipal or trust funds

Purchasing Policy

FINANCIAL IMPLICATIONS

There are no financial implications that have been identified as a result of this report. Expenditure on credit cards still requires to coincide with the approved budget and the Shire's purchasing policy.

ALIGNMENT WITH STRATEGIC PRIORITIES

5.4 Governance & Leadership: Implement systems and processes that meet legislative and audit obligations

CONSULTATION

Nil

RISK MANAGEMENT PRIORITIES

This report addresses the following identified Strategic Risk Management Priorities:

Financial misconduct by (a) a Shire employee, and (b) an executive/office holder results in financial, legal and/or reputational damage.

RISK ASSESSMENT

	Option 1
Financial	Low <i>Executive Management are still required to only purchase according to their allocated budget.</i>
Health	Low
Reputation	Low <i>Staff are all required to adhere to the Credit Card Policy and are aware of the consequences of misuse in representation of Council</i>
Operations	Low <i>Can significantly reduce delays in processing for urgent items</i>
Natural Environment	Low

	Consequence				
Likelihood	Insignificant	Minor	Moderate	Major	Critical
Rare	LOW Accept the risk Routine management	LOW Accept the risk Routine management	LOW Accept the risk Routine management	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review
Unlikely	LOW Accept the risk Routine management	LOW Accept the risk Routine management	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review
Possible	LOW Accept the risk Routine management	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review	HIGH Quarterly senior management review
Likely	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review	HIGH Quarterly senior management review	EXTREME Monthly senior management review
Almost certain	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review	EXTREME Monthly senior management review	EXTREME Monthly senior management review

COMMENT

Staff are still required to keep all tax invoices pertinent to the purchases made and therefore complies with our Records Management Policy.

All staff are required to sign the Corporate Credit Card Agreement – Annexure B acknowledging and accepting the conditions of the Shire of Quairading Corporate Credit Card Policy.

All credit card transactions are reported to Council for transparency with the Audit & Risk Chairperson personally reviewing those transactions for accuracy and legitimacy.

9.1.4 Audit register - progress report

Responsible Officer	Natalie Ness, Chief Executive Officer
Reporting Officer	Tricia Brown, Executive Manager, Corporate Services
Attachments	1. (i) Audit Register (confidential)
Voting Requirements	Simple Majority
Disclosure of Interest	Reporting Officer: Responsible Officer:

OFFICER RECOMMENDATION*RECOMMENDATION ARC 006-23/24*

That Audit & Risk Committee recommends to Council that Council;

1. notes the progress recorded against each item within the audit register in confidential attachment (i); and
 2. approves the one (1) finding marked as Closed (100%) in the audit register, to be registered complete, removed from the register and no longer reported to the Committee.
-

IN BRIEF

- This report provides an update on the progress of actions included in the audit register.
- The audit register includes all open audit findings that have previously been accepted by the Audit and Risk Committee.
- Reporting through the audit register commenced in November 2021 and includes items from the 2020/21 interim audit, and all subsequent audits.

MATTER FOR CONSIDERATION

Receipt of the audit register progress report to November 2023.

BACKGROUND

The external audit, also known as financial audits or audit of the annual financial statements, focuses on providing an objective and independent examination of the financial statements prepared by the Shire, increasing the value and user confidence in the financial statements.

The audit register lists findings from audit reports previously accepted by the Audit & Risk Committee. The register describes the progress of implementing improvements and percentage completion. Progress on the actions are monitored by management, this Committee and Council.

The 2023/24 (draft) annual financial report was sent to the auditor on the 30th September 2023.

Any findings from the final management letter will form part of this report.

STATUTORY ENVIRONMENT

Local Government (Audit) Regulations 1996

Local Government (Financial Management) Regulations 1996

Local Government Act 1995

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Council has a budget allocation of \$32,000 in the 2023/2024 Budget for the conduct of the external audit function by the Office of the Auditor General, for the audit of the 2022/23 annual financial statements. It is anticipated that a budget of a similar amount is to be adopted each year but will be the subject of an annual estimate of audit fees provided by the OAG. Officers’ efforts to undertake the improvements and report on progress has not been estimated or reported.

ALIGNMENT WITH STRATEGIC PRIORITIES

5.4 Governance & Leadership: Implement systems and processes that meet legislative and audit obligations

CONSULTATION

Nil.

RISK ASSESSMENT

	Option 1
Financial	Low <i>Cost of the annual audit is included in the budget. By regularly reviewing progress against audit findings, the risks associated to misconduct and error are significantly reduced.</i>
Health	Low
Reputation	Low <i>Compliant with legislative requirements. Failure to complete the findings from audit reports would lead to increased reputational risk.</i>
Operations	Low <i>Operational impact is minimal in reporting progress on audit findings. Operational impact of not closing findings would escalate.</i>
Natural Environment	Low

	Consequence				
Likelihood	Insignificant	Minor	Moderate	Major	Critical
Rare	LOW Accept the risk Routine management	LOW Accept the risk Routine management	LOW Accept the risk Routine management	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review
Unlikely	LOW Accept the risk Routine management	LOW Accept the risk Routine management	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review
Possible	LOW Accept the risk Routine management	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review	HIGH Quarterly senior management review
Likely	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review	HIGH Quarterly senior management review	EXTREME Monthly senior management review
Almost certain	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review	EXTREME Monthly senior management review	EXTREME Monthly senior management review

COMMENT

The audit register **confidential attachment (i)** counts actions and totals by “Finding #”. Each finding may have more than one “recommendation” and associated “agreed management action”. Only when all recommendations and agreed management actions within a finding are deemed complete will the finding as a whole be totalled at 100% complete and recommended to be closed.

The process for adding and removing findings to the audit register is as follows:

1. An external audit is completed, and an audit report is finalised.
2. The audit report is presented to the Audit and Risk Committee (ARC).
3. The ARC recommends to Council that it notes and accepts the audit report.
4. All findings from the audit report are **added** to the audit register.
5. Progress is reported by management with updates recorded quarterly in “officer comment / action taken”.
6. Any findings deemed as complete by management are marked as “100% complete” with the status of “closed”.
7. The audit register – progress report is submitted by management to the ARC.
8. The ARC reviews the audit register and confirms completion of any 100% and closed findings.
9. The ARC recommends to Council that it notes progress and approves the findings marked as complete to be registered as closed.
10. Closed findings are **removed** from the audit register.

A summary of the audit register, included below, will illustrate the trend of actions that have been added, progressed, and completed.

The blue row represents actions added by the ARC. New audit findings presented to the current meeting are included at the subsequent meeting, following acceptance.

The green row represents actions closed by the ARC and will always total 0 for the current meeting date. The closed actions from the current meeting will then be shown in the “closed by the Audit & Risk Committee” total in the subsequent meeting’s table summary.

Status of Actions	ARC - Meeting Date						TOTAL
	9/2022	12/2022	3/2023	6/2023	9/2023	11/2023	
New actions added by ARC	0	6	0	0	0	0	0
Not commenced ≤10%	0	0	0	0	0	0	
Progressed >11% to 99%	0	4	3	3	4	4	
Completed =100%	2	2	1	1	0	1	
Total (0% to 100%)	2	6	4	4	6	6	
Closed by ARC	2	2	1	0	0	1	6
Total cumulative closed by ARC	7	9	8	8	8	9	
Open Actions	0	4	7	7	7	6	

The committee is requested to recommend to Council that Council note the progress and Officer comments.

No new actions have been added to the register following the 06/12/2022 endorsement by Council. There is one (1) finding marked as complete (100%) in the audit register to be registered as closed, the remaining six (6) are progressing.

All closed items will not form part of the audit register report for future meetings. The closed items are available for external auditors and committee/council to review.

It is requested to note the audit register progress report in **confidential attachment (i)**.

9.1.5 Report on excess annual leave and long service leave entitlements

Responsible Officer	Natalie Ness, Chief Executive Officer
Reporting Officer	Tricia Brown, Executive Manager, Corporate Services
Attachments	Nil
Voting Requirements	Simple Majority
Disclosure of Interest	Reporting Officer: Nil Responsible Officer: Nil

OFFICER RECOMMENDATION*RECOMMENDATION ARC 010-23/24*

That the Audit & Risk Committee recommends to Council that Council receive the report on the Shire's leave liabilities.

IN BRIEF

- Since 2017, Council has requested that excess annual leave and long service leave be reported to the Audit and Risk Committee.
- Not taking a reasonable amount of annual leave or long service leave may pose a threat to the health and safety of employees and represent a significant financial liability for the Shire, therefore there are steps in place to ensure that leave balances are monitored and are at appropriate levels.
- Employee entitlement movements during the year are due to many reasons, such as, leave taken during the period, increased accrued leave balances, increases in remuneration rates and changes in the underlying staff with leave balances transferred to and from the Shire.

MATTER FOR CONSIDERATION

Receipt of the report on excess annual leave and long service leave entitlements and leave liabilities.

BACKGROUND

Since 2017, Council has requested that excess annual leave and long service leave be reported to the Audit and Risk Committee.

The current Leave Management Policy defines "excess leave" as when the employee has accrued more than eight weeks paid annual leave and provides management with direction to effectively manage the annual and long service leave entitlements of employees.

The Shire encourages employees to take leave by reinforcing the positive benefits of taking leave when it becomes due. Sometimes there are circumstances that prevent leave being able to be taken, such as staff shortages, outside influences and work demands.

9.2 Bushfire Advisory Committee Meeting – 24 October 2023

Responsible Officer Natalie Ness, Chief Executive Officer

Reporting Officer Marion Haeusler, Executive Officer

Attachments Nil

Voting Requirements Simple Majority

Disclosure of Interest Reporting Officer: Nil

Responsible Officer: Nil

OFFICER RECOMMENDATION

That Council receive the minutes of the Bushfire Advisory Committee for its meeting on 24 October 2023.

The minutes for the Bush Fire Advisory Committee Meeting were provided to Council under separate cover. The minutes can be found on Council's website: www.quairading.wa.gov.au.

	Consequence				
Likelihood	Insignificant	Minor	Moderate	Major	Critical
Rare	LOW Accept the risk Routine management	LOW Accept the risk Routine management	LOW Accept the risk Routine management	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review
Unlikely	LOW Accept the risk Routine management	LOW Accept the risk Routine management	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review
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Almost certain	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review	EXTREME Monthly senior management review	EXTREME Monthly senior management review

COMMENT

Nil



'Build your dream home, at home'



CUNEATA RISE

QUAIRADING, WA

Dear Resident,

I am thrilled to announce to our valued community members that, for a limited time, residential blocks at Cuneata Rise on Edwards Way, Quairading will be available for the purchase price of \$10,000.

Cuneata Rise has been developed with power and water connections and is ready to build on immediately. This area of our town is known for its elevated position and views of the surrounding countryside.

The blocks, recently valued at \$45,000, will be available to purchase at \$10,000 from now until 31st of March, 2024. If there are remaining unsold blocks after this time, we will begin a state-wide advertising campaign and hold an auction where five selected blocks will start at \$5 with no reserve.

There are some special conditions associated with purchasing a block, including that building must occur within 3 years. A full list of conditions is available on our website quairading.wa.gov.au.

Consider building your dream home, at home, in our wonderful community.

Please get in touch if you would like to take advantage of this limited offer, or if you have any further enquiries.

Jo Haythornthwaite

Shire President | 0448 237 088
crhaythornthwaite@quairading.wa.gov.au



2.2 The Buyer shall ensure that the Development shall be completed:

- (a) with all proper care, skill and diligence;
- (b) in accordance with good industry practice;
- (c) in compliance with all applicable laws and regulations and the requirements of all relevant local or public authorities;
- (d) in a proper and workmanlike manner; and
- (e) using materials which are in good condition of high quality and suitable for the purpose of which they are intended.

2.3 The Buyer shall ensure that the residential dwelling constructed on the Property has a minimum of 3 bedrooms and 2 bathrooms.

2.4 The Buyer shall ensure any external wall constructed of any structure whether attached or not attached to the residential development, unless such structure uses only colorbond or masonry materials professionally finished, matches and complements the residential development in respect to materials used, design and external appearance including colour and quality of construction, or unless it is concealed from public view.

2.5 The Buyer shall not construct, erect or install or permit to be constructed, erected or installed any fencing, dividing a Lot from an adjoining Lot whether on the boundary of the Lot or otherwise ("Dividing Fence"), that is:

- (a) constructed of asbestos or fibro cement; or
- (b) greater than 900mm in height from natural ground level of the Lot to the top of any Dividing Fence at any point forward of the front building line; or
- (c) greater than 1800mm in height from natural ground level of the Lot to the top of any Dividing Fence at any point other than described in clause 2.4(b).

2.6 The Buyer shall not permit or authorise habitation of any residential dwelling without first ensuring the erection of a Dividing Fence dividing the Lot from each adjoining Lot that satisfies the following:

- (a) is a sufficient fence as defined in the Dividing Fences Act 1961; and

2(b) any Dividing Fence constructed forward of the front building line is not to be greater than 900mm in height from natural ground level of the Lot to the top of any Dividing Fence at any point forward of the front building line; and

(c) any Dividing Fence at any point other than described in clause 2.5(b) is not to be greater than 1800mm in height from natural ground level of the Lot to the top of any Dividing Fence.

2.7 The Buyer shall not permit or authorise the habitation of any residential dwelling for a period of greater than six (6) calendar months without:

(a) all garden areas that are in public view being maintained, clean, and free from construction rubble and bricks; and

(b) all driveways being appropriately constructed and graveled, sealed or paved.

3 Dealing with the Property

3.1 Until the Buyer has completed construction of the Development on the Property, the Buyer shall not sell, assign, transfer or otherwise dispose of or lease, sublease, mortgage, charge, encumber or part with possession of the Property or any part thereof or any estate or interest in the Property ("a Dealing") without first obtaining the consent in writing of the Seller and if such consent is given, then only subject to such conditions as may be imposed by the Seller, provided that the Seller shall not unreasonably withhold its consent to a mortgage or other encumbrance, if:

(a) the person or company to whom the mortgage, charge or encumbrance is to be effected ("the Mortgagee") executes a deed of covenant to which the Buyer is a party in a form reasonably required by the Seller's lawyers;

(b) the mortgage or other encumbrance is to secure a loan for the purpose of assisting with the purchase of the Property or undertaking construction of the Development on the Property; and

(c) all monies then due and payable by the Buyer to the Seller under the Contract have been paid and there shall be no existing unremedied breaches of the Buyer's Covenants.

3.2 The Seller may make it a condition of granting its consent to a Dealing that the proposed buyer, assignee or transferee of the Property first executes a deed of covenant in a form approved by the Seller's lawyers pursuant to which that person acknowledges and agrees to be bound by all the Buyer's Covenants.

Less All costs incurred in respect of the sale of the Property pursuant to the Contract including all real estate agents' fees and other sales costs.

5.3 Settlement of the repurchase shall be on the day being 30 days from the date of exercise of the option to repurchase ("the Repurchase Date of Settlement").

5.4 The Buyer acknowledges and agrees that the Seller may lodge an absolute caveat over the title to the Property in respect of the option granted to the Seller pursuant to this Special Condition and the Buyer shall not take any action to remove such caveat. The option hereby granted shall continue notwithstanding any transfer or other dealing with the Property.

5.5 Upon the exercise of the option to repurchase:

(a) the Seller shall prepare and the Buyer shall execute forthwith a registrable transfer of the Property to the Seller;

(b) the Repurchase Price shall be paid to the Buyer and the transfer registered and possession given and taken on the Repurchase Date of Settlement;

(c) Outgoings shall be adjusted as at the Repurchase Date of Settlement;

(d) the Buyer shall sell the Property to the Seller free of all liens and charges, mortgages, caveats or other encumbrances whatsoever over the Property and shall cause the withdrawal or removal of any such encumbrance. The Seller may pay the Repurchase Price or any part thereof to any encumbrance holder as may be necessary to allow the withdrawal or removal of any such encumbrance.

5.6 Notwithstanding anything herein mentioned the right of the Seller to repurchase the Property in accordance with this condition is without prejudice to all other rights or remedies available to the Seller and shall not be prejudiced by or in any way limited by any delay on the part of the Seller in exercising the option to repurchase and notwithstanding that the Seller may have been aware of any breach of the Buyer's Covenants.

5.7 In the event that the Seller exercises the option to repurchase the Property, then the Buyer appoints the Seller as the Buyer's attorney with the power anytime after notice is given under clause 5.1 to do all acts and things which the Buyer is obliged to do under this document or which in the Seller's opinion is necessary or expedient in connection with the exercise of the option and repurchase of the Property.



SHIRE OF QUAIRADING
MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)
For the Period Ended 31 October 2023

LOCAL GOVERNMENT ACT 1995
LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

TABLE OF CONTENTS

Monthly Summary Information

Key Terms and Descriptions - Statutory Reporting Programs

Statement of Financial Activity by Program

Key Terms and Descriptions - Nature Descriptions

Statement of Financial Activity by Nature

Statement of Financial Position

Note 1 Adjusted Net Current Assets

Note 2 Cash and Financial Assets

Note 3 Receivables

Note 4 Other Current Assets

Note 5 Payables

Note 6 Rating Revenue

Note 7 Disposal of Assets

Note 8 Capital Acquisitions

Note 9 Borrowings

Note 10 Reserves

Note 11 Other Current Liabilities

Note 12 Grants and Contributions

Note 13 Capital Grants and Contributions

Note 14 Bonds & Deposits and Trust Fund

Note 15 Explanation of Material Variances

Note 16 Budget Amendments

Note 17 Caravan Park

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11.1 (i) List Of Accounts - October 2023					
Chq/EFT	Date	Name	Description	Amount	Funded
EFT13299	20/10/2023	AFGRI EQUIPMENT AUSTRALIA TRADING AS AFGRI	COUPLING FOR BOBCAT LOADER	19.12	
EFT13300	20/10/2023	BUNNINGS GROUP LIMITED	10M HOSE FOR HIGH PRESSURE CLEANER - KWIRRADING KOORT, 2 X METAL BUCKETS FOR BBQ GREASE TRAP, SHOWER CURTAINS AND KEY BLANKS, REPLACEMENT MAILBOX AND NUMBERS, 20M GARDEN HOSE, BLACK METAL PAINT, WIRE BRUSH AND VANDAL PROOF TAP KEY	331.16	
EFT13302	20/10/2023	MARZOCCHI CONTRACTING	WINDOW CLEAN (INSIDE & OUTSIDE, SILLS & TRACKS) AND CARPET CLEAN - QCRC	1465.20	
EFT13303	20/10/2023	RURAL INFRASTRUCTURE SERVICES	SURVEY OF SITE FOR LEVELS - MCLENNAN STREET	2783.00	
EFT13304	20/10/2023	NEWGROUND WATER SERVICES	AUTOMATIC CONVERSION OF VALVES ON CRICKET PITCH - OVAL & GROUNDS	2585.00	
EFT13305	20/10/2023	MIDLAND MOWERS	FERRIS MOWER - P200 BLADES, BELTS AND BOLTS - PARKS & GARDENS	364.30	
EFT13306	20/10/2023	Danthonia Designs	FIRST 50% COLUMN SIGNAGE (1) (2) (3) (4) FOR NOOKAMINNIE ROCK NATURE RESERVE	3348.20	
EFT13307	20/10/2023	PHILIP SWAIN	EHO SERVICES FOR THE 23/24 FY	1544.22	
EFT13308	20/10/2023	ELDERS QUAIRADING	JOINER RURAL, INSULATION TAPE, PLUNGER, BBQ CLEANER, TRIGGER SPRAYER 500ML, TRIGGER SPARAYER 1L, TEK SCREWS, SUGAR SOAP, CRC, GAFFA TAPE, PLUG, SCREWS, JET NOZZLE, BBQ SCRUBBER, WINDEX 5L,	1250.00	
EFT13309	20/10/2023	JUEL ENTERPRISES PTY LTD STIRLING ASPHALT	TIP, PLAYGROUND, TRENCH, PATCH , SUPPLY AND LAY 11 TONNE DENSE GRADE ASPHALT @ 40MM TO 4 PATCHES TOTALLING 112.5M2.TRAFFIC CONTROL. (MCLENNAN STREET, DANJIN MEARS ROAD & REFUSE SITE)	7018.00	
EFT13310	20/10/2023	MERREDIN CRANE HIRE	25T CRANE AND ATTACHED MAN BOOM MAN BASKET WITH ESTIMATED RATE FOR CRANE, OPERATOR, RIGGER & KM FOR VEHICLES - OVAL LIGHTING	4578.20	
EFT13311	20/10/2023	ALTUS PLANNING - EFTSURE VERIFIED	TOWN PLANNING SERVICES - SEPTEMBER 2023	2037.75	
EFT13312	20/10/2023	MCMILES INDUSTRIES PTY LTD	WAMENUSKING FIRE TRAILER REPAIRS - FAST TRACK BUSHFIRE TRAILER	1438.25	
EFT13313	20/10/2023	MIDLAND STEEL	BENCH TOP 1500 X 400 2MM - STACEY LAMB TRAIN GAZEBO	622.81	
EFT13314	20/10/2023	VALUE OFFICE FURNITURE	DESKS AND STORAGE INCL DELIVERY - ADMIN	1320.00	
EFT13315	20/10/2023	HALL BROS CONTRACTING (STEPHEN SMITH HALL)	SERVICE & MAINTENANCE OF 2015 CAT GRADER	865.71	
EFT13316	20/10/2023	ELLIE JOHANNA HINCHLIFFE	CAKE FOR KWIRRADING KOORT OPENING	320.00	
EFT13317	20/10/2023	METROCOUNT (MICROCOM PTY LTD)	TRAFFIC COUNTER EQUIPMENT, 30M TUBE AND CENTRELINE FLAPS - ROAD SAFETY	418.00	

11.1 (i) List Of Accounts - October 2023					
Chq/EFT	Date	Name	Description	Amount	Funded
EFT13339	30/10/2023	WATER CORPORATION	ACCOUNT #9007856072 - PARKS, POOL & CARAVAN PARK - WATER USAGE & CHARGES 15.08 -18.10.23 ACCOUNT #9007854093 - RECYCLING CENTRE - WATER USAGE & CHARGES 15.08 -16.10.23 ACCOUNT #9007856507 - VET CLINIC - WATER USAGE & CHARGES 15.08 -16.10.23 ACCOUNT #9007859257 - 19 POWELL CRESCENT - WATER USAGE & CHARGES 15.08 -16.10.23 ACCOUNT #90016338939 - 7 EDWARDS WAY - WATER USAGE & CHARGES 01.09 -31.10.23 ACCOUNT #901981392 - 28 REID STREET - WATER USAGE & CHARGES 15.08 -16.10.23 ACCOUNT #9010981253 - 14 REID STREET - WATER USAGE & CHARGES 15.08 -16.10.23 ACCOUNT #9007854421 8 DALL STREET - WATER USAGE & CHARGES 15.08.23 - 18.10.23 ACCOUNT #9007858393 - 50A SUBURBAN ROAD - WATER USAGE & CHARGES 15.08 -18.10.23 ACCOUNT #9007859409 - 50B SUBURBAN ROAD - WATER USAGE & CHARGES 15.08 -18.10.23 ACCOUNT #9007859417 - 31 DALL STREET - WATER USAGE & CHARGES 15.08 -18.10.23 ACCOUNT #9007642015 - STANDPIPES (QUAIRADING RD CUNDERDIN SOUTH F1 LOT ROAD RES ADJ LC8543) - WATER USAGE & CHARGES 15.08 -18.10.23 ACCOUNT #9007855379 MCDONALD STREET - WATER USAGE & CHARGES 15.08.23 - 18.10.23	26102.90	PARTIALLY
EFT13340	30/10/2023	BOB WADDELL & ASSOCIATES PTY LTD	2023/2024 RATES MANAGEMENT: 6.25 HRS ASSISTANCE SUPPLIED BY TARA W/E 08/10/2023 CHANGE OF OWNERSHIP, PENSIONER CLAIMS PREPARATION OF THE ANNUAL REPORT 2022-2023	1897.50	

11.1 (i) | List Of Accounts - October 2023

Chq/EFT	Date	Name	Description	Amount	Funded
EFT13341	30/10/2023	SYNERGY	SYNERGY ACCOUNT #765171390 - 14.09.23 - 12.10.23 CARAVAN PARK, CARETAKERS COTTAGE, CABINS1-7, PARKS & GARDENS, POOL SYNERGY ACCOUNT #137839080 - PARKER STREET (CRC) - 13.09.23 - 11.10.23, SYNERGY ACCOUNT #137839080 - PARKER STREET (CRC) - 13.09.23 - 11.10.23 - OVER DUE FEE SYNERGY ACCOUNT #343155630 - TOAPIN WEIR - 27.07.23 - 22.09.23	2138.92	
EFT13342	30/10/2023	COMMERCIAL LOCKSMITHS	Cabin 3 Key - CARAVAN PARK	57.75	
EFT13343	30/10/2023	G J JONES PLUMBING	REPAIR DAMAGE TO PIPEWORK IN OVAL RETIC. NEAR CRICKET NETS - OVAL & GROUNDS CLEAR BLOCKAGE IN BAR SINK - BOWLING CLUB RECTIFY WATER HAMMER IN BOWLING CLUB KITCHEN REPAIR MENS TOILET SEAL IN COUNCIL CHAMBERS CLEAR BLOCKAGE TO LADIES, 2ND CUBICLE	1556.89	
EFT13344	30/10/2023	AVON CIVIL ENGINEERING	ENGINEERING CERTIFICATE - KWIRRADING KOORT ABLUTION BLOCK & BBQ AREA - LOTTERYWEST / LRCI FUNDED PROJECT	1650.00	
EFT13345	30/10/2023	JENNIFER GREEN	REMBURSEMENT FOR PLUGIN FOR NEW SHIRE WEBSITE - STRIPE FEE'S	85.50	
EFT13346	30/10/2023	DIGGING DOCKER	STACEY LAMB TRAIN - CEMENT PLITH AND PAVING, SIKH MEMORIAL PLINTH - SUPPLY AND INSTALL - MUSEUM	4145.00	
EFT13348	30/10/2023	TEAM MEDICAL SUPPLIES	EUREKA NITRILE EXAM GLOVE POWDER-FREE - SMALL, HANDYCREPE HOSPITAL LIGHT SUPPORT BANDAGE 5CM X 1.5M, VIAFLEX 0.9% SODIUM CHLORIDE 1000ML, COMPOSE ISLAND DRESSING 12 X 8.25CM, ECG ELECTRODES RED DOT MICROPORE 6CM DIAMETER, EAR SPEC CLEAR 2.75ML LUMIVIEW DISP, DRESSINGS, DISP GLOVES, SODIUM CHL & EAR CLEAR, ENDOTRACHEAL CUFFED TUBE 5.5MM - MEDICAL CENTRE	374.74	
EFT13349	30/10/2023	WA LOCAL GOVERNMENT ASSOCIATION	CENTRAL COUNTRY ZONE - ANNUAL SUBSCRIPTION 2023/24	1100.00	
EFT13350	30/10/2023	WA CONTRACT RANGER SERVICES PTY LTD	CONTRACT RANGER SERVICES FOR THE MONTH OF OCTOBER 2023 - DATE SERVICED 10.10.2023, 17.10.23 & 23.10.23	992.75	
EFT13351	30/10/2023	SPORTSPOWER NORTHAM	BASKETBALL EQUIPMENT - YOUTH CENTRE	524.90	
EFT13352	30/10/2023	ALLWEST PLANT HIRE	HIRE OF KOMATSU GD655-5 - MINCHIN ROAD, GEYER STREET, BALKULING NORTH ROAD, MAYNARD ROAD	12584.00	

11.1 (i) | List Of Accounts - October 2023

Chq/EFT	Date	Name	Description	Amount	Funded
EFT13353	30/10/2023	QUEST INNALOO	DoT TRAINING ACCOMMODATION AND PARKING - CSO - ADMIN OFFICER & CUSTOMER SERVICE	930.00	FULLY
EFT13354	30/10/2023	IMPRINT PLASTIC	ACRYLIC DESK SIGN (INCL POSTAGE) - COUNCILLOR & FINANCE & CSO	79.20	
EFT13355	30/10/2023	QUAIRADING RSL	GRANT TO INSTALL 4 NEW FLAG POLLS IN THE MAIN STREET	600.00	
EFT13356	30/10/2023	OFFICEWORKS	VARIOUS STATIONERY - ADMIN (DYMO LABELS, DOCUMENT TRAY, HEADPHONES) INCL POSTAGE	367.85	
EFT13357	30/10/2023	BRIAN KIMBER	SKELETON WEED REIMBURSEMENTS - COMMUNICATION & VEHICLE COSTS - FULLY FUNDED	669.26	FULLY
EFT13358	30/10/2023	FARMARAMA PTY LTD	TORK MINI JUMBO T/ROLL CARTON - PUBLIC TOILETS KWIKSET CEMENT - TRAFFIC SIGNS	273.08	
EFT13359	30/10/2023	PERTH BOUNCY CASTLE HIRE - EFTSURE VERIFIED	AUSTRALIA DAY 2024 - KIDS ENTERTAINMENT	1287.00	FULLY
EFT13360	30/10/2023	BEILBY DOWNING TEAL	CEO RECRUITMENT COSTS	9682.31	
EFT13361	30/10/2023	CR. EEJIUN CHEANG	COUNCILLOR SITTING FEES FOR OCTOBER 2023	220.00	
EFT13362	30/10/2023	COMPLETE OFFICE SUPPLIES PTY LIMITED	BINDING COVERS, BROCHURE HOLDER, COPY PAPER - ADMIN	110.29	
EFT13363	30/10/2023	JASON KEITH LILLEYMAN	CONTRACT LABOUR - MAINTENANCE GRADING ROADS- QUAIRADING SOUTH ROAD, BLAKE ROAD , LAKE MEARS ROAD, HOMEBUSH ROAD, TREGENZA ROAD	10065.00	
EFT13364	30/10/2023	MARZOCCHI CONTRACTING	DEEP CLEANING OF TOWN HALL FLOORS INCL HARDWOOD AND CARPETS WINDOW CLEAN (INSIDE & OUTSIDE, SILLS & TRACKS) AND CARPET CLEAN - CRC	1743.50	
EFT13365	30/10/2023	PWD (CODE RESEARCH) - EFTSURE VERIFIED	WEBSITE PROJECT - TRAINING & TRAINING MANUAL	7183.00	
EFT13366	30/10/2023	SNALLOW PTY LTD T/A WALLIS COMPUTER SOLUTIONS	MICROSOFT M365 ADMINISTRATION BUNDLE PACKAGE - MEDICAL CENTRE	1485.00	
EFT13367	30/10/2023	MIDLAND MOWERS	BLADES, BELTS AND FILTERS FOR FERRIS MOWER, P200	103.50	
EFT13368	30/10/2023	TRICIA BROWN	REIMBURSEMENT FOR PARKING, MEALS, FUEL - INNOVATIVE CONFERENCE COSTS	149.51	
EFT13369	30/10/2023	CERTAGS - EFTSURE VERIFIED	1000 TEST & TAG STICKERS FOR ELECTRICAL EQUIPMENT	386.10	
EFT13370	30/10/2023	EVSE AUSTRALIA PTY LTD	ELECTRIC VEHICLE CHARGING STATION	11184.36	PARTIALLY
EFT13371	30/10/2023	ZONE 50 ENGINEERING SURVEYS PTY LTD	PROVISION OF SURVEYING SERVICES FOR THE 2023/24 RRG PROJECT FOR QDG - CORRIGIN RD SLK19.40 - 21.50	16208.08	PARTIALLY
EFT13372	30/10/2023	MECCA SPORTS	BASKETBALL SINGLES - YOUTH	955.35	
EFT13373	30/10/2023	NOELENE SMITH	REFUND OF BOOKING # 12265300 - SINGLE CABIN BOOKING 02/11/2023	80.00	FULLY

11.1 (i) List Of Accounts - October 2023					
Chq/EFT	Date	Name	Description	Amount	Funded
EFT13374	30/10/2023	BOC LIMITED	CONTAINER SERVICE - DAILY TRACKING FOR PERIOD 29.05.22 - 27.06.22	50.65	
EFT13375	30/10/2023	WA HINO SALES & SERVICE	FIRE TENDER FILTER KITS - Q21, Q04, Q425 & Q5130	3448.40	
23984	03/10/2023	SHIRE OF QUAIRADING	CONTAINERS FOR CHANGE FLOAT	110.40	FULLY
23985	09/10/2023	SHIRE OF NORTHAM	BUSH RISK MITIGATION COORDINATOR GRANT AGREEMENT FOR 2023/2024	21703.50	
23986	09/10/2023	OSBORNE PARK WA COUNTRY HEALTH SERVICE	PREVENTATIVE MAINTENANCE OF ELECTROMEDICAL EQUIPMENT - MEDICAL PRACTICE	385.00	
23987	27/10/2023	SHIRE OF QUAIRADING	CONTAINERS FOR CHANGE FLOAT	177.00	FULLY
				\$574,882.57	

TRANSPORT TAKINGS FOR THE MONTH ENDING
31 OCTOBER 2022 *Attachment 11.1 (ii)*

<i>ACTUAL TOTAL TAKINGS</i>		
<i>DATE OF TAKINGS</i>	<i>DESCRIPTION</i>	<i>AMOUNT \$</i>
02/10/2023	TRANSPORT TAKINGS	\$1,353.95
03/10/2023	TRANSPORT TAKINGS	\$31.10
04/10/2023	TRANSPORT TAKINGS	\$230.65
05/10/2023	TRANSPORT TAKINGS	\$1,986.35
06/10/2023	TRANSPORT TAKINGS	\$245.10
09/10/2023	TRANSPORT TAKINGS	\$13,773.05
10/10/2023	TRANSPORT TAKINGS	\$375.30
11/10/2023	TRANSPORT TAKINGS	\$1,085.25
12/10/2023	TRANSPORT TAKINGS	\$39.40
13/10/2023	TRANSPORT TAKINGS	\$528.20
16/10/2023	TRANSPORT TAKINGS	\$3,289.15
17/10/2023	TRANSPORT TAKINGS	\$7,807.25
18/10/2023	TRANSPORT TAKINGS	\$960.30
19/10/2023	TRANSPORT TAKINGS	\$2,499.80
20/10/2023	TRANSPORT TAKINGS	\$1,904.45
23/10/2023	TRANSPORT TAKINGS	\$420.75
24/10/2023	TRANSPORT TAKINGS	\$270.25
25/10/2023	TRANSPORT TAKINGS	\$785.30
26/10/2023	TRANSPORT TAKINGS	\$1,206.80
27/10/2023	TRANSPORT TAKINGS	\$705.45
TAKINGS RECEIVED IN THE BANK - OCTOBER 2023		\$39,497.85

<i>AMOUNTS YET TO BE DRAWN</i>		
<i>DATE OF TAKINGS</i>	<i>DESCRIPTION</i>	<i>AMOUNT \$</i>
30/10/2023	TRANSPORT TAKINGS	\$693.10
31/10/2023	TRANSPORT TAKINGS	\$32.20
OCTOBER TAKINGS RECEIVED IN THE BANK - NOVEMBER 2023		\$725.30



BusinessChoice Everyday Mastercard® Statement

SHIRE OF QUAIRADING
LEAH HORTON
PO BOX 38
QUAIRADING WA 6383

Billing Account Number	5163 2800 9109 9937
Payment Due Date	23 NOVEMBER 2023
Closing Balance	\$4,721.11
Minimum Payment Due	\$142.00
Amount Paid <small>(Details on the reverse)</small>	\$

+5163280091099937+

(Cut along this dotted line)

For enquiries please call 1300 650 107 (8am - 8pm, Monday to Friday). Lost or stolen cards service available 24 hours a day, 7 days a week.

Any statement entries for purchases or cash advances made in a foreign currency show the foreign currency transaction amount converted into Australian dollars by the applicable credit card scheme. Any applicable Westpac Foreign Transaction Fee (described below as "Foreign Transaction Fee") charged is shown as a separate entry.

Company Name Shire Of Quairading	Number of Cards 3	Facility Number 02752751	Annual Cash % Rate 19.96%	Annual Purchase % Rate 14.25%
Contact Name Leah Horton	Billing Account Number 5163280091099937	Opening Balance 4,055.08	Credit Limit 10,000	
Statement From 28 SEP 2023	Statement To 29 OCT 2023	Payment Due Date 23 NOV 2023	Opening Balance 4,055.08	Minimum Payment Due 142.00
		Closing Balance 4,721.11	Available Credit 5,278.89	

Summary of Changes in Your Account Since Last Statement

From Your Opening Balance of	We Deducted Payments and Other Credits	And We Added				To Arrive at Your Closing Balance of	Total Past Due / Overlimit balances	Your minimum payment including past due overlimit is
		New purchases	Cash advances	Fees, Interest & Government Charges	Miscellaneous Transactions			
4,055.08	4,055.08 -	0.00	0.00	0.00	4,721.11	4,721.11	0.00	142.00

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Summary of Billing Account Transactions		
Date of Transaction	Description	Debits/Credits
12 OCT	Payments	
	AUTOMATIC PAYMENT	4,055.08 -
	Sub Total:	4,055.08 -
	Miscellaneous Transactions	
29 OCT	NICOLE GIBBS 5163 2800 0122 7651 Monthly Balance	2,807.86
29 OCT	SARAH CAPORN 5163 2800 0153 8917 Monthly Balance	913.81
29 OCT	BENJAMIN DAVIES 5163 2800 0197 3585 Monthly Balance	999.44
	Sub Total:	4,721.11
	Grand Total:	666.03

Remember to always keep your passcode secret - don't tell anyone or let them see it. Never write your passcode on your card or on anything that could be lost or stolen. If you do need to record a reminder, you must make every effort to disguise it. You may be liable for losses if you don't protect your passcode.

To help you learn how you can protect your card against unauthorised transactions, you can find more information at westpac.com.au/businessdispute

Important update to your Terms and Conditions

We're updating the Westpac BusinessChoice Cards Terms and Conditions, with effect from 13 December 2022. The update includes additional wording to confirm that a nominated cardholder is authorised to request a replacement card on behalf of the liable party (or parties) where the cardholder's existing card is lost, damaged or stolen, except where the card has been cancelled by the liable party (or parties). Please read these updated Terms and Conditions available at westpac.com.au

Complaints

If you have a complaint, contact our dedicated Customer Solutions team on 132 032 or write to us at Westpac Customer Solutions, Reply Paid 5265, Sydney NSW 2001. If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.
 Online: www.afca.org.au
 Email: info@afca.org.au
 Phone 1800 931 678
 Mail: Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001

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BusinessChoice Everyday Mastercard® Statement

MISS N GIBBS
 SHIRE OF QUAIRADING
 28 REID ST
 QUAIRADING WA 6383

For enquiries please call 1300 650 107 (8am - 8pm, Monday to Friday). Lost or stolen cards service available 24 hours a day, 7 days a week.

Any statement entries for purchases or cash advances made in a foreign currency show the foreign currency transaction amount converted into Australian dollars by the applicable credit card scheme. Any applicable Westpac Foreign Transaction Fee (described below as "Foreign Transaction Fee") charged is shown as a separate entry.

Card Account Transaction Details

Account Name Miss N Gibbs	Card Number 5163 2800 0122 7651	Credit Limit 5,000	Available Credit 5,000.00
Statement From 28 SEP 2023	Statement To 29 OCT 2023	Facility Number 02752751	

Summary of Changes in Your Account Since Last Statement

From Your Opening Balance of	We Deducted Payments and Other Credits	And We Added				To Arrive at Your Closing Balance of	Total Past Due / Overlimit balances	Your minimum payment including past due overlimit is
		New purchases	Cash advances	Fees, Interest & Government Charges	Miscellaneous Transactions			
0.00	0.00	2,807.86	0.00	0.00	2,807.86 -	0.00	0.00	0.00

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Page 1 of 4

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Important notice regarding Autopay Direct Debit Arrangement- Direct Debit

* If you have set up a direct debit arrangement for making automatic repayments to your BusinessChoice credit card account, and there have been two failed direct debit transactions (that is, we cannot withdraw the nominated amount from your nominated account) in consecutive months due to insufficient funds in the nominated account, we may, at our sole discretion:

1. Cancel your BusinessChoice Facility Autopay Request Form- Direct Debit Request (New change)
2. Impose a fee or charge (No change- We currently charge a \$15 missed payment fee when payment is not received by statement due date)
3. Charge interest on any unpaid purchases outstanding (No change)

If your Direct Debit Request is cancelled, you must arrange to either set up a new Autopay Request Form- Direct Debit Request or use alternative payment methods so we can process your payment.

Please ensure that there are sufficient funds available in the nominated account to allow direct debit payments to be made in accordance with your BusinessChoice Facility Autopay Request Form- Direct Debit Request.

Please remember any payments made into the Billing account that places the Billing Account into credit or results in a zero balance at the payment due date, your direct debit will still continue to take place. This also applies if you make an additional payment into the Billing Account that is only a partial payment and still leaves a debit balance on the Billing Account, your direct debit arrangement for the month will remain unchanged and continue to take place.

BusinessChoice Everyday Mastercard®			
Date of Transaction	Description	Debits/Credits	Cardholder Comments
	Purchases		
27 SEP	INNOVATEC LIVING PL DINGLEY VILLA AUS FURNITURE, HOME FURNISHINGS	345.00	
27 SEP	BP THE LAKES 1903 CHIDLOW AUS SERVICE STATIONS	129.86	
28 SEP	iStock.com INTERNET AUS COMMERICAL PHOTOGRAPHY, ART	44.00	
02 OCT	SQ *GOLDEN GRAIN CAFE/ Quairading AUS MISCELLANEOUS FOOD STORES -	14.60	
01 OCT	AMPOL FORREST H 51001F WEST PINJARRA AUS SERVICE STATIONS	127.75	
03 OCT	SQ *BELLISSIMO YORK York AUS FAST FOOD RESTAURANTS	31.62	
03 OCT	QUAIRADING CLUB INC QUIRADING AUS DRINKING PLACES (ALCOHOLIC B	84.00	
04 OCT	CALTEX WATTLE GROVE WATTLE GROVE AUS SERVICE STATIONS	14.00	
04 OCT	CELLARBRATIONS YORK York AUS PACKAGE STORES - BEER, LIQUO	118.00	
04 OCT	HONG KONG BBQ MIDLAND AUS FAST FOOD RESTAURANTS	17.90	
04 OCT	NGUYENS BAKERY CAFE YORK AUS BAKERIES	34.37	
05 OCT	SQ *GOLDEN GRAIN CAFE/ Quairading AUS MISCELLANEOUS FOOD STORES -	17.00	
05 OCT	THE QUIRADING HOTEL QUIRADING AUS EATING PLACES, RESTAURANTS	300.50	
06 OCT	Chargrill Dianella Dianella AUS EATING PLACES, RESTAURANTS	34.16	
06 OCT	JULES SHOPPE YORK AUS FAST FOOD RESTAURANTS	43.50	

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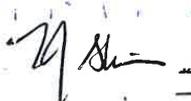
BusinessChoice Everyday Mastercard®				
Date of Transaction	Description		Debits/Credits	Cardholder Comments
06 OCT	CALTEX MYALUP SERVICE STATIONS	MYALUP AUS	154.96	
07 OCT	WA CAR WASH PTY LTD CAR WASHES	Eaton AUS	500.00	
08 OCT	BALINGUP LIQUOR & GENE PACKAGE STORES - BEER, LIQUO	BALINGUP AUS	190.85	
09 OCT	COFFEE JOY FAST FOOD RESTAURANTS	BOYANUP AUS	6.00	
09 OCT	ZLR*Health Freak Cock Eating Places, RESTAURANTS	Success AUS	32.00	
09 OCT	Subway Mundaring FAST FOOD RESTAURANTS	Mundaring AUS	12.00	
09 OCT	THE QUAIRADING HOTEL HOTELS, MOTELS, RESORTS - LO	QUAIRADING AUS	136.47	
10 OCT	SQ *GOLDEN GRAIN CAFE/ MISCELLANEOUS FOOD STORES -	Quairading AUS	36.00	
10 OCT	Boyanup Cellars PACKAGE STORES - BEER, LIQUO	Boyanup AUS	16.99	
10 OCT	BURK WILLIAMS SERVICE STATIONS	Williams AUS	42.00	
10 OCT	SQ *VICTORIA ST CAFE FAST FOOD RESTAURANTS	Bunbury AUS	33.40	
11 OCT	TARGET 5173 DISCOUNT STORES	BUNBURY AUS	83.00	
11 OCT	WIZ PHY BUN CP DRUG STORES, PHARMACIES	BUNBURY AUS	124.95	
16 OCT	Vistaprint Australia P BUSINESS SERVICES NOT ELSEWH	Derrimut AUS	59.98	
17 OCT	The Mushroom at No.61 EATING PLACES, RESTAURANTS	Balingup AUS	23.00	
	Sub Total:		2,807.86	
29 OCT	Miscellaneous Transactions TRANSFER CLOSING BALANCE TO BILLING ACCT		2,807.86 -	
	Sub Total:		2,807.86 -	
	Grand Total:		0.00	

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I have checked the above details and verify that they are correct.

Cardholder Signature  Date 21/11/2023

Transactions examined and approved.

Manager/Supervisor Signature  Date 21.11.23

**Shire of Quairading
Credit Card Reconciliation - Page 3**

Statement From 28/09/2023
Statement To 29/10/2023

Credit Card Transactions - Tricia Brown, EMCS						
Transaction Date	Statement Description	Amount (incl GST)	GST (\$)	GST (Y/N)	GL/Job	Narration
25.10.23	BPAY PAYMENT - ADOBE SUBSCRIPTION	-\$ 5,851.86	-\$ 531.99	Y	2140221.2100	ADOBE SUBSCRIPTION
10.10.23	COPPENCLAN CORRIGIN	\$ 107.89	\$ 9.81	Y	POQ1.2610.400 1	Petrol 0Q
14.10.23	HILTON PERTH	\$ 700.54	\$ 63.69	Y	2140204.2100	ACCOMMODATION FOR CONFERENCE
14.10.23	CPP CONVENTION CENTRE	\$ 16.66	\$ 1.51	Y	2140204.2100	PARKING FOR CONFERENCE
14.10.23	BP TOMEOS	\$ 60.25	\$ 5.48	Y	POQ1.2610.400 1	Petrol 0Q
			\$ -			
			\$ -			
			\$ -			
			\$ -			
Total		-\$ 4,966.52	-\$ 451.50			



BusinessChoice Everyday Mastercard® Statement

TRICIA BROWN
SHIRE OF QUAIRADING
644 YEALERING-KULIN RD
YEALERING WA 6372

For enquiries please call 1300 650 107 (8am - 8pm, Monday to Friday). Lost or stolen cards service available 24 hours a day, 7 days a week.

Any statement entries for purchases or cash advances made in a foreign currency show the foreign currency transaction amount converted into Australian dollars by the applicable credit card scheme. Any applicable Westpac Foreign Transaction Fee (described below as "Foreign Transaction Fee") charged is shown as a separate entry.

Card Account Transaction Details

Account Name	Card Number	Credit Limit	Available Credit
Tricia Brown	5163 2800 0107 6777	1,000	5,966.52
Statement From	Statement To	Facility Number	
28 SEP 2023	29 OCT 2023	02752751	

Summary of Changes in Your Account Since Last Statement

From Your Opening Balance of	We Deducted Payments and Other Credits	And We Added				To Arrive at Your Closing Balance of	Total Past Due / Overlimit balances	Your minimum payment including past due overlimit is
		New purchases	Cash advances	Fees, Interest & Government Charges	Miscellaneous Transactions			
0.00	5,851.86 -	885.34	0.00	0.00	0.00	4,966.52 -	0.00	0.00

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Page 1 of 3

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Important notice regarding Autopay Direct Debit Arrangement- Direct Debit

* If you have set up a direct debit arrangement for making automatic repayments to your BusinessChoice credit card account, and there have been two failed direct debit transactions (that is, we cannot withdraw the nominated amount from your nominated account) in consecutive months due to insufficient funds in the nominated account, we may, at our sole discretion:

1. Cancel your BusinessChoice Facility Autopay Request Form- Direct Debit Request (New change)
2. Impose a fee or charge (No change- We currently charge a \$15 missed payment fee when payment is not received by statement due date)
3. Charge interest on any unpaid purchases outstanding (No change)

If your Direct Debit Request is cancelled, you must arrange to either set up a new Autopay Request Form- Direct Debit Request or use alternative payment methods so we can process your payment.
Please ensure that there are sufficient funds available in the nominated account to allow direct debit payments to be made in accordance with your BusinessChoice Facility Autopay Request Form- Direct Debit Request.

Please remember any payments made into the Billing account that places the Billing Account into credit or results in a zero balance at the payment due date, your direct debit will still continue to take place. This also applies if you make an additional payment into the Billing Account that is only a partial payment and still leaves a debit balance on the Billing Account, your direct debit arrangement for the month will remain unchanged and continue to take place.

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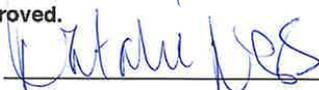
Date of Transaction	Description	Debits/Credits	Cardholder Comments
25 OCT	Payments PAYMENT-BPAY-THANK YOU FINANCIAL INSTITUTIONS - MAN Sub Total:	5,851.86 - 5,851.86 -	
10 OCT	Purchases COPPENCLAN NOMINEES PT CORRIGIN	AUS 107.89	
14 OCT	DRINKING PLACES (ALCOHOLIC B Hilton Perth Perth	AUS 700.54	
14 OCT	HILTON HOTELS CPP CONVENTION CENTRE PERTH	AUS 16.66	
14 OCT	AUTOMOBILE PARKING LOTS AND BP TOMEOS KARAGULLEN 7 KARRAGULLEN SERVICE STATIONS Sub Total:	AUS 60.25 885.34	
	Grand Total:	4,966.52 -	

5008370 / M008370 / 301 / CN1VPCP2

I have checked the above details and verify that they are correct.

Cardholder Signature  Date 13/11/23

Transactions examined and approved.

Manager/Supervisor Signature  Date 21/11/23



Remember to always keep your passcode secret - don't tell anyone or let them see it. Never write your passcode on your card or on anything that could be lost or stolen. If you do need to record a reminder, you must make every effort to disguise it. You may be liable for losses if you don't protect your passcode.

To help you learn how you can protect your card against unauthorised transactions, you can find more information at westpac.com.au/businessdispute

Important update to your Terms and Conditions

We're updating the Westpac BusinessChoice Cards Terms and Conditions, with effect from 13 December 2022. The update includes additional wording to confirm that a nominated cardholder is authorised to request a replacement card on behalf of the liable party (or parties) where the cardholder's existing card is lost, damaged or stolen, except where the card has been cancelled by the liable party (or parties). Please read these updated Terms and Conditions available at westpac.com.au

Complaints

If you have a complaint, contact our dedicated Customer Solutions team on 132 032 or write to us at Westpac Customer Solutions, Reply Paid 5265, Sydney NSW 2001. If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Online: www.afca.org.au

Email: info@afca.org.au

Phone 1800 931 678

Mail: Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001

5006371 / M006371 / 301 / CMVPCP2

CSF VPC

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Page 3 of 3

WBCA4WFGI 0919 7182

**Shire of Quairading
Credit Card Reconciliation - Page 4**

Statement From 28/09/2023
Statement To 29/10/2023

Credit Card Transactions - Sarah Caporn, EMWS						
Transaction Date	Statement Description	Amount (incl GST)	GST (\$)	GST (Y/N)	GL/Job	Narration
09.10.23	SHIRE QUAIRADING	\$ 130.50	\$ 11.86	Y	POQ1.2660.2266	PLATE REMAKE FOR EMCS CAR
09.10.23	OFFICEWORKS	\$ 98.58	\$ 8.96	y	BO10102.2400.2101	EPSON INK - RECYCLE CENTRE
09.10.23	OFFICEWORKS	\$ 36.97	\$ 3.36	y	BO12201.2400.2101	COPY PAPER - DEPOT
12.10.23	WARRRL	\$ 366.96	\$ 33.36	y	BO10102.2400.2101	CFC BINS
14.10.23	BIG W	\$ 107.80	\$ 9.80	Y	BO11202.2400.2101	SWIM PANTS - POOL
22.10.23	REPCO	\$ 25.00	\$ 2.27	Y	P190.2600.2101	ISUZU UTE
22.10.23	REPCO	\$ 82.00	\$ 7.45	Y	P12305.2600.2101	FERRIS MOWER TYRE
27.10.23	OXTER SERVICES	\$ 66.00	\$ 6.00	Y	W10700.2600.2101	ASHES BOXES - CEMETERY
Total		\$ 913.81	\$ 77.07			



BusinessChoice Everyday Mastercard® Statement

MRS SARAH ELIZABETH CAPORN
 SHIRE OF QUAIRADING
 5056 OLD BEVERLEY RD EAST
 KWOLYIN WA 6385

For enquiries please call 1300 650 107 (8am - 8pm, Monday to Friday). Lost or stolen cards service available 24 hours a day, 7 days a week.

Any statement entries for purchases or cash advances made in a foreign currency show the foreign currency transaction amount converted into Australian dollars by the applicable credit card scheme. Any applicable Westpac Foreign Transaction Fee (described below as "Foreign Transaction Fee") charged is shown as a separate entry.

Card Account Transaction Details

Account Name		Card Number	Credit Limit	Available Credit
Mrs Sarah Elizabeth Caporn		5163 2800 0153 8917	1,000	1,000.00
Statement From	Statement To	Facility Number		
28 SEP 2023	29 OCT 2023	02752751		

Summary of Changes in Your Account Since Last Statement

From Your Opening Balance of	We Deducted Payments and Other Credits	And We Added				To Arrive at Your Closing Balance of	Total Past Due / Overlimit balances	Your minimum payment including past due overlimit is
		New purchases	Cash advances	Fees, Interest & Government Charges	Miscellaneous Transactions			
0.00	0.00	913.81	0.00	0.00	913.81 -	0.00	0.00	0.00

6008374 / M008374 / 301 / CN1VPCP2

CSF VPC

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ALIGNMENT WITH STRATEGIC PRIORITIES

- 2.4 Economy:** Encourage local workforce participation
- 2.3 Economy:** Shire engages stakeholders and partners to help capture local economic development initiatives
- 5.1 Governance & Leadership:** Shire communication is consistent, engaging and responsive
- 5.3 Governance & Leadership:** Provide informed and transparent decision making that, meets our legal obligations, and the needs of our diverse community

CONSULTATION

The CEO has been in consultation with the Hargrave Graze Family.

RISK MANAGEMENT PRIORITIES

This report addresses the following identified Strategic Risk Management Priorities:

Uncertainty of Quairading’s long-term future results in the further attenuation and closure of local businesses.

RISK ASSESSMENT

	Option 1
Financial	Low <i>The agreement ensures transparency between both parties on financial obligations in relation to the Book Post.</i>
Health	N/A
Reputation	Low <i>The Book Post is a valued business in town that provides a high-quality service to the community and visitors. It is imperative that Council continue an agreement to continue providing this service.</i>
Operations	Low
Natural Environment	N/A

Likelihood	Consequence				
	Insignificant	Minor	Moderate	Major	Critical
Rare	LOW Accept the risk Routine management	LOW Accept the risk Routine management	LOW Accept the risk Routine management	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review
Unlikely	LOW Accept the risk Routine management	LOW Accept the risk Routine management	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review
Possible	LOW Accept the risk Routine management	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review	HIGH Quarterly senior management review
Likely	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review	HIGH Quarterly senior management review	EXTREME Monthly senior management review
Almost certain	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review	EXTREME Monthly senior management review	EXTREME Monthly senior management review

COMMENT

Nil.



2021 -2023

SHIRE OF QUAIRADING

and

Minimetaco Pty Ltd ATF The Hargrave Graze Family Trust
ABN: 92 975 088 158

AGREEMENT TO PROVIDE LIBRARY SERVICES



'Prescribed Rate' means the rate of interest being 2% higher than the then current rate of interest charged by the Shire's bank on overdrafts of \$100,000 or less.

'Public Holiday' means any public holiday observed by the Shire.

'Scheme' means a Scheme of cooperation made between the Shire and the State Library of Western Australia, executed by the Shire's predecessor on 11th November 1954 and subsequently amended, for the provision, organisation and supervision of the free public libraries and free public library services within the Quairading area.

'the Term' means a term of three (3) years commencing on the Commencement Date.

'written law' has the meaning given to it in the Interpretation Act 1984.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) Words importing the feminine gender masculine gender singular or plural numbers shall include the masculine gender feminine gender plural number and singular numbers respectively.
- (b) Reference to a written law includes all amendments for the time being in force and any other written law enacted in substitution for that written law.
- (c) The headings of parts and clauses have been inserted for guidance only and do not form part of this Agreement.

2 ENGAGEMENT AND TERM

The Shire hereby engages the Contractor to provide the Library Services from the Premises for the term commencing on the Commencement Date upon and subject to the terms and conditions contained in this Agreement.

3 PAYMENT

3.1 Annual Payment

In consideration of the Contractor providing the Library Service, the Shire shall pay to the Contractor \$25,220.64 (exclusive of GST) per annum, payable in advance by calendar monthly instalments of \$2,101.72 (exclusive of GST), commencing on the Commencement Date and then on the first day of each month.

3.2 Payment Review

- (a) On each Payment Review Date the Annual Fee shall be adjusted by a factor equal to the percentage movement in the Perth Consumer Price Index between the Consumer Price Index published for the March quarter immediately preceding the relevant Payment Review Date and the Consumer Price Index published for the same quarter in the previous year.

- (b) The Annual Fee payable following a Payment Review Date shall not be increased by more than 5%.

3.3 Repayment on Early Termination

If this Agreement is terminated by either party, whether pursuant to clause 6 or clause 14, then a proportionate amount of the monthly sum referred to in clause 3.1 calculated in accordance with the following formula shall be due and payable by the Contractor to the Shire on the date of termination:

$$A = \frac{(30 - B)}{30} * C$$

Where:

A is the amount due and payable by the Contractor under this clause 3.2;

B is the number of days from and including the due date for payment of the last monthly instalment preceding the date of termination to and including the date of termination;

C is the monthly sum payable under clause 3.1.

4 CONTRACTOR'S OBLIGATIONS

The Contractor hereby covenants with the Shire as follows:

4.1 Library Services

To conduct the Library Service:

- (a) at all times in a manner to the satisfaction of the CEO of the Shire;
- (b) in accordance with all directions given by the CEO; and
- (c) in accordance with all regulations and directions made by the State Library of Western Australia including the collection and transmission of all statistics and data, as and when requested.

4.2 Opening Times

To keep the premises open to the public so that they may avail themselves of the Library Services during the following minimum periods (Public Holidays excluded):

Monday to Friday 9.00a.m. to 12.30p.m. and 1.30p.m. to 4.00p.m.

Saturday 9.00a.m. to 11.00a.m.

4.3 Premises

To conduct the Library Services wholly and solely from the Premises.

4.4 Insurances of the Premises

To insure and keep insured the Premises including the book shelving and all fixtures and property supplied by the Shire (excluding book stock) against all usual

risks in the names of the Contractor and the Shire for their respective interest for the full replacement value and to produce to the Shire on demand the policy of insurance and a certificate of currency.

4.5 Notice of Book Stock Losses

To give prompt written notice to the Shire of any loss of or damage to (other than fair wear and tear) any book stock associated with the Library Service.

4.6 Compliance with Written Laws

At his own expense (unless otherwise expressly provided in this Agreement) to comply with, carry out and perform the requirements of all written laws and all notices, requisitions and orders made thereunder relating to the Library Service or the Premises.

4.7 Accounting Requirements

- (a) At all times to keep proper books of account and records and have them at all times properly posted up so as to show all the dealings of the Contractor in connection with the Library Service and to preserve all documents and vouchers in connections therewith and upon demand by the Shire to deliver up to the Shire for the Shire's inspection and examination all such books of accounts, records, vouchers and other documents and the Contractor irrevocably authorises the Shire and the Shire's agents or servants at all reasonable times to enter into or upon the Premises and to inspect and examine and take extracts from and copies of all such books of account, records, vouchers and documents.
- (b) To keep books of account and records in accordance with clause 4.7(a) which relate solely to the conduct of the Library Service from the Premises and not to any other undertaking of the Contractor whether conducted from the Premises or not.

4.8 Operational Costs

To pay, immediately upon them falling due, all costs and expenses associated with the conduct of the Library Service, including without limitation maintenance costs, but excluding:

- (a) the cost of providing stock, shelving or stock losses;
- (b) all freight costs; and
- (c) all library stationery costs deemed necessary for the operation of the Library and approved by the CEO; and
- (d) all expenses associated with library computer hardware, software and telecommunication.

4.9 Inspections

To permit the Library Board of Western Australia or the Shire and its servants and agents at all times during which the Premises are required to be open to the public under this agreement to inspect the operation of the Library Service and the book stock and the shelving and other property of the Shire and to replace any book stock.

4.10 Assignment

- (a) Subject to this clause, the Contractor will not assign or transfer the rights of the Contractor pursuant to this Agreement without the prior written consent of the Shire.
- (b) In the case of a proposed assignment by the Contractor, the Shire shall not unreasonably withhold its consent provided that:
 - (i) the Contractor shall give to the Shire notice in writing of the Contractor's desire to assign its rights under this Agreement;
 - (ii) the Contractor shall not at the date of giving the notice referred to in clause 4.10(b)(i) be in default under any of the terms and conditions contained in this Agreement on the part of the Contractor to be observed and performed; and
 - (iii) the Contractor, the proposed assignee and the Shire enter into a Deed of Assignment of this Agreement which shall be prepared by the Shire and its solicitors in such form as the Shire shall require and the proposed assignee shall pay all costs of and incidental to the preparation of such a Deed of Assignment including legal costs and stamp duty.

4.11 Delivery

Upon the expiry or sooner determination of the term to immediately peaceably surrender and yield up to the Shire all book stock, shelving, books of account, records and other documents in connection with the Library Service.

5 SHIRE'S OBLIGATIONS

The Shire hereby covenants with the Contractor as follows:

5.1 Book Stock and Shelving

To provide all book stock through the State Library of Western Australia and shelving considered necessary by the Shire for the efficient conduct of the Library Service.

5.2 Stock Losses

To be responsible for all unrecovered costs for stock losses associated with the Library Service.

5.3 Damaged Stock

To be responsible for all unrecovered costs for stock damages associated with the Library Service.

6 DEFAULT BY CONTRACTOR

If:

- (a) the Contractor defaults in the observance or performance of any term or condition of this Agreement and the Contractor fails to remedy the default (if it is capable of remedy) within seven (7) days of the Shire giving notice in writing to the Contractor specifying the default and requiring the default to be remedied;
- (b) the Contractor becomes bankrupt or calls a meeting of the Contractor's creditors or makes any composition or arrangement with, or assignment for the benefit of, its creditors or suffers any execution under any legal process to issue or be levied upon or against any of its goods or chattels;
- (c) the Contractor dies or for any reason become incapable of personally conducting the Library Service; or
- (d) fails to perform the Contractor's obligations in a manner satisfactory to the CEO of the Shire,

then the Shire may, by notice in writing given to the Contractor (without prejudice to any other powers, rights, authorities or remedies against the Contractor this Agreement or otherwise) terminate this Agreement but without releasing the Contractor from liability for any moneys due and payable by the Contractor to the Shire or for any previous breach or failure to observe or perform any term or condition of this Agreement.

7 POWER TO CARRY OUT WORKS

If the Contractor defaults in the observance or performance of any term or condition of this Agreement on the part of the Contractor to be observed or performed, the Shire may without derogating from any other power, right, authority or remedy, pay such money, do such things and carry out such works as may be required in accordance with any such term or condition and any costs are incurred by the Shire together with interest thereon at the Prescribed Rate on and including the date any such costs were so incurred until payment shall be repaid by the Contractor to the Shire on demand in writing.

8 RELATIONSHIP OF PARTIES

Nothing contained in this Agreement shall be deemed to constitute a relationship between the Shire and the Contractor other than the relationship of principal and independent contractor and, without limitation, this Agreement shall not be construed so as to constitute a relationship of master and servant or principal and agent as between the Shire and the Contractor.

9 ENTIRE CONTRACT

The Contractor hereby acknowledges that he has entered into this Agreement with full reliance on his own enquiries, investigations and examinations and not in reliance on or as a result of any statement, claim, representation or warranty expressed or implied, made or given by the Shire or any person on behalf of the Shire in respect of any matter whatsoever affecting this Agreement.

10 WAIVER

If the Contractor waives a breach of or default in the due observance or performance of any of the terms and conditions of this Agreement or does or omits to do any act which would entitle the Shire to terminate this Agreement then the doing or omission of any act or thing whatsoever by the Shire or any agent or servant of the Shire (which but for this clause would or might amount to a waiver of the Shire's rights in respect of the breach or default) after the happening thereof shall not operate or be deemed to be a waiver in any way of the Shire's rights and powers in respect of a breach or default notwithstanding any rule of law or equity to the contrary.

11 SEVERABILITY

In the event of any part of this Agreement being or becoming void or unenforceable then that part shall be severed from the agreement to the intent that the balance of the Agreement shall remain in full force and effect unaffected by any severance.

12 NOTICES

- (a) Any notice, demand or document required to be given to or served or made upon any party under this Agreement shall be sufficiently given, served or made:
 - (i) if it is delivered to or left at the address of the party appearing in this Agreement;
 - (ii) in the case of the Contractor, if delivered to or left at the Premises;
 - (iii) if sent by pre-paid post addressed to that party at its address appearing in this Agreement.
- (b) Any notice, demand or document sent by pre-paid post shall be deemed to have been received 48 hours after the same shall have been posted.

13 LEGAL COSTS

Each party shall bear its own legal costs of and incidental to the instructions and negotiations for preparation, execution and stamping of this Agreement.

14 TERMINATION BY EITHER PARTY

Either party may terminate this Agreement by giving to the other not less than 6 months notice in writing.

EXECUTED by the Parties.

THE COMMON SEAL OF SHIRE OF QUAIRADING was hereunto affixed

In the presence of:



A handwritten signature in black ink, appearing to read 'W. Davies', written over a horizontal line.

Cr. WMF Davies

Shire President



A handwritten signature in black ink, appearing to read 'G. Fardon', written over a horizontal line.

Mr GA Fardon

Chief Executive Officer

Executed for and on behalf of Minimetaco Pty Ltd ATF The Hargrave Grage Family Trust

(ABN 92 975 088 158) by authority of its Directors in accordance with section 127 of the Corporations Act 2001 (Cth)



A handwritten signature in black ink, appearing to read 'M. Grage', written over a horizontal line.

Director - Michael Grage



A handwritten signature in black ink, appearing to read 'N. Hargrave', written over a horizontal line.

Director - Nicole Hargrave



2024 -2026

SHIRE OF QUAIRADING

and

Minimetaco Pty Ltd ATF The Hargrave Grage Family Trust
ABN: 92 975 088 158

AGREEMENT TO PROVIDE LIBRARY SERVICES

TABLE OF CONTENTS

1 INTERPRETATION..... 3

 1.1 Definitions..... 3

 1.2 Interpretation 4

2 ENGAGEMENT AND TERM..... 4

3 PAYMENT..... 4

 3.1 Annual Payment..... 4

 3.2 Payment Review 4

 3.3 Repayment on Early Termination..... 5

4 CONTRACTOR'S OBLIGATIONS 5

 4.1 Library Services..... 5

 4.2 Opening Times..... 5

 4.3 Premises..... 5

 4.4 Insurances of the Premises..... 5

 4.5 Notice of Book Stock Losses..... 6

 4.6 Compliance with Written Laws..... 6

 4.7 Accounting Requirements..... 6

 4.8 Operational Costs..... 6

 4.9 Inspections..... 7

 4.10 Assignment..... 7

 4.11 Delivery..... 7

5 SHIRE'S OBLIGATIONS 7

 5.1 Book Stock and Shelving 7

 5.2 Stock Losses 7

 5.3 Damaged Stock..... 8

6 DEFAULT BY CONTRACTOR..... 8

7 POWER TO CARRY OUT WORKS..... 8

8 RELATIONSHIP OF PARTIES 8

9 ENTIRE CONTRACT 9

10 WAIVER 9

11 SEVERABILITY 9

12 NOTICES..... 9

13 LEGAL COSTS 9

14 TERMINATION BY EITHER PARTY..... 9

AGREEMENT

AGREEMENT dated:

BETWEEN **SHIRE OF QUAIRADING** of 10 Jennaberring Road, Quairading, Western Australia ('the Shire')

AND Minimetaco Pty Ltd ATF The Hargrave Grage Family Trust of 1 Jennaberring Road, Quairading WA 6383.

RECITALS

- A. Pursuant to the Scheme, the Shire and the State Library of Western Australia cooperate to provide a free public library service within the district of the Shire of Quairading.
- B. With the approval of the State Library of Western Australia, the Shire has agreed to engage the Contractor to provide the Library Service on the terms and conditions contained in this Agreement.

OPERATIVE PART

1 INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

'Annual Fee' means the amount payable specified in clause 3.1 as subsequently reviewed and varied pursuant to the provisions of this Deed.

'CEO' means Chief Executive Officer of the Shire of Quairading.

'Commencement Date' means the 1st of January 2024.

'Consumer Price Index' means to the Consumer Price Index All Groups Index Numbers for Perth the subject of Catalogue No. 6401.0 provided by the Australian Bureau of Statistics at Canberra provided that if the Consumer Price Index figure is no longer provided by the Australian Bureau of Statistics then the Shire may utilise an alternative figure as the Shire may reasonably determine.

'State Library of Western Australia' means the State Library of Western Australia.

'Library Service' means the day to day operation of a free public library service within the district of the Shire of Quairading.

'Payment Review Date' means 1/1/2025 and 1/1/2026.

'the Premises' means the premises as determined in quotation.

'Prescribed Rate' means the rate of interest being 2% higher than the then current rate of interest charged by the Shire's bank on overdrafts of \$100,000 or less.

'Public Holiday' means any public holiday observed by the Shire.

'Scheme' means a Scheme of cooperation made between the Shire and the State Library of Western Australia, executed by the Shire's predecessor on the 11th November 1954 and subsequently amended, for the provision, organisation and supervision of the free public libraries and free public library services within the Quairading area.

'the Term' means a term of three (3) years commencing on the Commencement Date.

'written law' has the meaning given to it in the Interpretation Act 1984.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) Words importing the feminine gender masculine gender singular or plural numbers shall include the masculine gender feminine gender plural number and singular numbers respectively.
- (b) Reference to a written law includes all amendments for the time being in force and any other written law enacted in substitution for that written law.
- (c) The headings of parts and clauses have been inserted for guidance only and do not form part of this Agreement.

2 **ENGAGEMENT AND TERM**

The Shire hereby engages the Contractor to provide the Library Services from the Premises for the term commencing on the Commencement Date upon and subject to the terms and conditions contained in this Agreement.

3 **PAYMENT**

3.1 **Annual Payment**

In consideration of the Contractor providing the Library Service, the Shire shall pay to the Contractor \$26,481.67 (exclusive of GST) per annum, payable in advance by calendar monthly instalments of \$2,206.80 (exclusive of GST), commencing on the Commencement Date and then on the first day of each month.

3.2 **Payment Review**

- (a) On each Payment Review Date the Annual Fee shall be adjusted by a factor equal to the percentage movement in the Perth Consumer Price Index between the Consumer Price Index published for the March quarter immediately preceding the relevant Payment Review Date and the Consumer Price Index published for the same quarter in the previous year.

risks in the names of the Contractor and the Shire for their respective interest for the full replacement value and to produce to the Shire on demand the policy of insurance and a certificate of currency.

4.5 Notice of Book Stock Losses

To give prompt written notice to the Shire of any loss of or damage to (other than fair wear and tear) any book stock associated with the Library Service.

4.6 Compliance with Written Laws

At his own expense (unless otherwise expressly provided in this Agreement) to comply with, carry out and perform the requirements of all written laws and all notices, requisitions and orders made thereunder relating to the Library Service or the Premises.

4.7 Accounting Requirements

- (a) At all times to keep proper books of account and records and have them at all times properly posted up so as to show all the dealings of the Contractor in connection with the Library Service and to preserve all documents and vouchers in connections therewith and upon demand by the Shire to deliver up to the Shire for the Shire's inspection and examination all such books of accounts, records, vouchers and other documents and the Contractor irrevocably authorises the Shire and the Shire's agents or servants at all reasonable times to enter into or upon the Premises and to inspect and examine and take extracts from and copies of all such books of account, records, vouchers and documents.
- (b) To keep books of account and records in accordance with clause 4.7(a) which relate solely to the conduct of the Library Service from the Premises and not to any other undertaking of the Contractor whether conducted from the Premises or not.

4.8 Operational Costs

To pay, immediately upon them falling due, all costs and expenses associated with the conduct of the Library Service, including without limitation maintenance costs, but excluding:

- (a) the cost of providing stock, shelving or stock losses;
- (b) all freight costs; and
- (c) all library stationery costs deemed necessary for the operation of the Library and approved by the CEO; and
- (d) all expenses associated with library computer hardware, software and telecommunication.

4.9 Inspections

To permit the Library Board of Western Australia or the Shire and its servants and agents at all times during which the Premises are required to be open to the public under this agreement to inspect the operation of the Library Service and the book stock and the shelving and other property of the Shire and to replace any book stock.

4.10 Assignment

- (a) Subject to this clause, the Contractor will not assign or transfer the rights of the Contractor pursuant to this Agreement without the prior written consent of the Shire.
- (b) In the case of a proposed assignment by the Contractor, the Shire shall not unreasonably withhold its consent provided that:
 - (i) the Contractor shall give to the Shire notice in writing of the Contractor's desire to assign its rights under this Agreement;
 - (ii) the Contractor shall not at the date of giving the notice referred to in clause 4.11(b)(i) be in default under any of the terms and conditions contained in this Agreement on the part of the Contractor to be observed and performed; and
 - (iii) the Contractor, the proposed assignee and the Shire enter into a Deed of Assignment of this Agreement which shall be prepared by the Shire and its solicitors in such form as the Shire shall require and the proposed assignee shall pay all costs of and incidental to the preparation of such a Deed of Assignment including legal costs and stamp duty.

4.11 Delivery

Upon the expiry or sooner determination of the term to immediately peaceably surrender and yield up to the Shire all book stock, shelving, books of account, records and other documents in connection with the Library Service.

5 SHIRE'S OBLIGATIONS

The Shire hereby covenants with the Contractor as follows:

5.1 Book Stock and Shelving

To provide all book stock through the State Library of Western Australia and shelving considered necessary by the Shire for the efficient conduct of the Library Service.

5.2 Stock Losses

To be responsible for all unrecovered costs for stock losses associated with the Library Service.

5.3 Damaged Stock

To be responsible for all unrecovered costs for stock damages associated with the Library Service.

6 DEFAULT BY CONTRACTOR

If:

- (a) the Contractor defaults in the observance or performance of any term or condition of this Agreement and the Contractor fails to remedy the default (if it is capable of remedy) within seven (7) days of the Shire giving notice in writing to the Contractor specifying the default and requiring the default to be remedied;
- (b) the Contractor becomes bankrupt or calls a meeting of the Contractor's creditors or makes any composition or arrangement with, or assignment for the benefit of, its creditors or suffers any execution under any legal process to issue or be levied upon or against any of its goods or chattels;
- (c) the Contractor dies or for any reason become incapable of personally conducting the Library Service; or
- (d) fails to perform the Contractor's obligations in a manner satisfactory to the CEO of the Shire,

then the Shire may, by notice in writing given to the Contractor (without prejudice to any other powers, rights, authorities or remedies against the Contractor this Agreement or otherwise) terminate this Agreement but without releasing the Contractor from liability for any moneys due and payable by the Contractor to the Shire or for any previous breach or failure to observe or perform any term or condition of this Agreement.

7 POWER TO CARRY OUT WORKS

If the Contractor defaults in the observance or performance of any term or condition of this Agreement on the part of the Contractor to be observed or performed, the Shire may without derogating from any other power, right, authority or remedy, pay such money, do such things and carry out such works as may be required in accordance with any such term or condition and any costs are incurred by the Shire together with interest thereon at the Prescribed Rate on and including the date any such costs were so incurred until payment shall be repaid by the Contractor to the Shire on demand in writing.

8 RELATIONSHIP OF PARTIES

Nothing contained in this Agreement shall be deemed to constitute a relationship between the Shire and the Contractor other than the relationship of principal and independent contractor and, without limitation, this Agreement shall not be construed so as to constitute a relationship of master and servant or principal and agent as between the Shire and the Contractor.

EXECUTED by the Parties.

THE COMMON SEAL OF SHIRE OF QUAIRADING was hereunto affixed

In the presence of:

Shire President
Cr Jo Haythornthwaite

Chief Executive Officer
Natalie Ness

Executed for and on behalf of **Minimetaco Pty Ltd ATF The Hargrave Grage Family Trust**

(ABN 92 975 088 158) by authority of its Directors in accordance with section 127 of the Corporations Act 2001 (Cth)

Director - Michael Grage

Director - Nicole Hargrave

Operations	Low <i>There will be some staff time allocated to advertising the dates, but this is within normal scope of work.</i>
Natural Environment	Low <i>Nil</i>

Likelihood	Consequence				
	Insignificant	Minor	Moderate	Major	Critical
Rare	LOW Accept the risk Routine management	LOW Accept the risk Routine management	LOW Accept the risk Routine management	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review
Unlikely	LOW Accept the risk Routine management	LOW Accept the risk Routine management	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review
Possible	LOW Accept the risk Routine management	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review	HIGH Quarterly senior management review
Likely	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review	HIGH Quarterly senior management review	EXTREME Monthly senior management review
Almost certain	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review	EXTREME Monthly senior management review	EXTREME Monthly senior management review

COMMENT

Nil

12.3 Power Outages: Frequency & Duration - November 2023 Update**Responsible Officer** Natalie Ness, Chief Executive Officer**Reporting Officer** Natalie Ness, Chief Executive Officer

Attachments

1. Reserve Details Report [!\[\]\(f557f3063b039af7e9885f4f1636540c_img.jpg\)](#) [!\[\]\(088813f203d68ef7ebaf260b74e29941_img.jpg\)](#)
2. Management Order [!\[\]\(0d3767167e6e44f9a4db48aa8e807b94_img.jpg\)](#) [!\[\]\(6f96701d836a71509d321e385034c736_img.jpg\)](#)
3. Aerial Site - preferred location [!\[\]\(2fbd4eb66adc81dfd0a75883f74f4aab_img.jpg\)](#) [!\[\]\(b6b1e48519f4108c094c34b477191620_img.jpg\)](#)
4. BESS Sketch [!\[\]\(3e3678cd9a159952a020de7ffc56e140_img.jpg\)](#) [!\[\]\(9f02be79d2ce7895434305a0d6dcb41d_img.jpg\)](#)

Voting Requirements Simple Majority**Disclosure of Interest** Reporting Officer: Nil

Responsible Officer: Nil

OFFICER RECOMMENDATION

That Council resolve to amend the reserve purpose and Management Order for the preferred Quairading BESS site and seek Council approval to request the Minister of Lands to:

1. Amend the existing purpose of Reserve 50111 to include ‘battery energy storage system and ancillary uses’ (under section 51 of the *Land Administration Act 1997* (LAA)); and
2. Amend existing Management Order K884662 (under section 46 of the LAA) to reflect the new reserve purpose (as per item 1) and grant the Shire of Quairading the power to lease or licence for up to 30 years.*

IN BRIEF

Synergy, in consultation with Western Power and the Shire of Quairading (Shire), has undertaken a high-level assessment of sites potentially suitable for the provision of electrical utility services to the Quairading town, including the incorporation of a battery energy storage system (the Project).

The aim of the Project is to enhance the local community’s access to reliable power and bolster the area’s resilience in case of power outages, ensuring a more robust system. The infrastructure proposed to be installed is also expected to serve as a virtual power plant when the grid is functioning normally, thus contributing to the overall efficiency and sustainability of the energy infrastructure in the region.

MATTER FOR CONSIDERATION**Proposed Amendments**

As a first step to facilitating land tenure for the Project, Synergy requires the Shire to seek Council approval to request the Minister of Lands to:

1. Amend the existing purpose of Reserve 50111 to include ‘battery energy storage system and ancillary uses’ (under section 51 of the *Land Administration Act 1997* (LAA)); and
2. Amend existing Management Order K884662 (under section 46 of the LAA) to reflect the new reserve purpose (as per item 1) and grant the Shire of Quairading the power to lease or licence for up to 30 years.*

ALIGNMENT WITH STRATEGIC PRIORITIES

- 2.1 Economy:** Promote the Economic and Business Growth Strategy for current businesses and the sustainable attraction of new industry (Small Business Friendly Local Government and Action Plan)
- 2.3 Economy:** Shire engages stakeholders and partners to help capture local economic development initiatives
- 4.3 Natural Environment:** Demonstrate sustainable practices of water, energy and waste management
- 5.1 Governance & Leadership:** Shire communication is consistent, engaging and responsive
- 5.2 Governance & Leadership:** Forward planning and implementation of plans to determine Strategic Plan and service levels
- 5.3 Governance & Leadership:** Provide informed and transparent decision making that, meets our legal obligations, and the needs of our diverse community

CONSULTATION

- Regional Development Australia
- Regional Development WA
- Regional Development Wheatbelt
- CBH Group
- Australian Micro-grid Centre of Excellence (AMCOE)
- Hon Mia Davies, Shadow Minister for Mines & Petroleum; Electoral Affairs; Aboriginal Affairs; Women's Interests
- Dr David Honey MLA
- Hon Bill Johnston, Minister for Mines & Petroleum; Energy; Hydrogen Industry; Industrial Relations
- Western Power Representatives
- Synergy Representatives

RISK MANAGEMENT PRIORITIES

This report addresses the following identified Strategic Risk Management Priorities:

Loss of emergency communications due to mains power supply.

Longevity and frequency of power outages significantly impacts business.

RISK ASSESSMENT

	Option 1
Financial	Low <i>As Council is only in the investigative stages of this project, there is minimal financial risk.</i>
Health	N/A
Reputation	Low <i>As Council is only in the investigative stages of this Project, there is minimal reputational risk. The replacement and refurbishment of the poles and wires (brought forward by 10 years) has been a benefit to Council reputation.</i>
Operations	Low <i>The impact will be in the form of the CEO’s time.</i>
Natural Environment	Low <i>A BESS is a self-sustaining energy source that is beneficial to the Shire.</i>

	Consequence				
Likelihood	Insignificant	Minor	Moderate	Major	Critical
Rare	LOW Accept the risk Routine management	LOW Accept the risk Routine management	LOW Accept the risk Routine management	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review
Unlikely	LOW Accept the risk Routine management	LOW Accept the risk Routine management	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review
Possible	LOW Accept the risk Routine management	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review	HIGH Quarterly senior management review
Likely	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review	HIGH Quarterly senior management review	EXTREME Monthly senior management review
Almost certain	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review	EXTREME Monthly senior management review	EXTREME Monthly senior management review

COMMENT

Nil.

18/11/2023, 09:58

Land Enquiry Services

Reserve Details Report -50111

Reserve	50111	Legal Area (ha)	5.203
Name	N/A	Status	CURRENT
Type	N/A	Current Purpose	RECYCLING CENTRE AND BUFFER
File Number	00179-2009-01RO		
Notes	N/A		
Additional Reserve Information	RESERVE COMPRISES LOT 330 ON DP58301 (K884661)		

Class	Responsible Agency	Date of Last Change
C	DEPARTMENT OF PLANNING, LANDS AND HERITAGE (SLSD)	20/03/2009

Management Order	Document Number
SHIRE OF QUAIRADING	K884662

Land Use
MUNICIPAL DEPOT SITE
BUFFER STRIP

Local Government Authority
SHIRE OF QUAIRADING

CLT Number	Parcel Identifier	Street Address, Suburb	File Number	PIN	Area (m ²)
LR3151/97	Lot 330 On Deposited Plan 58301	No Street Address Information Available	00179-2009-01RO	11700149, 11700151	52030

Previous Certificates of Title	Status
---------------------------------------	---------------

Document Number/Gazette Page	Date	Type	Text
K884661	19/03/2009	Current Area	5.2030
K884661	19/03/2009	Class	C
K884661	19/03/2009	Current Purpose	RECYCLING CENTRE AND BUFFER
K884662	19/03/2009	Current Vesting	MANAGEMENT ORDER SHIRE OF QUAIRADING

date: Nov 18, 2023, 9:58:20 AM



<https://land-enquiry.app.landgate.wa.gov.au/SVProperty/reserves/50111#reserveDetails>

1/2

18/11/2023, 09:58

Land Enquiry Services

<https://land-enquiry.app.landgate.wa.gov.au/SVProperty/reserves/50111#reserveDetails>

2/2

12.4 Corporate Uniform & Dress Policy

Responsible Officer Natalie Ness, Chief Executive Officer

Reporting Officer Tricia Brown, Executive Manager, Corporate Services

Attachments 1. Attachment (i) Corporate Uniform & Dress Policy (DRAFT) [↓](#) 

Voting Requirements Simple Majority

Disclosure of Interest Reporting Officer: Nil

Responsible Officer: Nil

OFFICER RECOMMENDATION

That Council adopt the Corporate Uniform & Dress Policy.

IN BRIEF

A corporate uniform forms part of Council's broader Corporate Branding Strategy and is an important element of Council's Corporate Image. The Corporate Uniform and Dress Policy establishes guidelines for the provision and mandatory wearing of Council's Corporate Uniform.

MATTER FOR CONSIDERATION

The Policy applies to employees of Council primarily engaged in indoor office duties where it is not mandatory to wear high visibility and safety specific apparel.

BACKGROUND

No formal Corporate Uniform and Dress Policy guidelines are currently in place and Officers believe that a standard dress code should apply to provide a more cohesive corporate image to the public.

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil. Staff are already allocated a uniform allowance in their Offer of Employment and therefore the Policy has no effect on the current budget.

ALIGNMENT WITH STRATEGIC PRIORITIES

5.4 Governance & Leadership: Implement systems and processes that meet legislative and audit obligations

CONSULTATION

Consultation has been conducted in conjunction with Senior Administrative Staff.

RISK MANAGEMENT PRIORITIES

This report addresses the following identified Strategic Risk Management Priorities:

Nil.

RISK ASSESSMENT

	Option 1
Financial	<i>Nil</i> <i>Already in Annual Budget</i>
Health	Low
Reputation	Low <i>Should provide a more cohesive and corporate branded look for Council Staff</i>
Operations	Low
Natural Environment	Low

	Consequence				
Likelihood	Insignificant	Minor	Moderate	Major	Critical
Rare	LOW Accept the risk Routine management	LOW Accept the risk Routine management	LOW Accept the risk Routine management	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review
Unlikely	LOW Accept the risk Routine management	LOW Accept the risk Routine management	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review
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Almost certain	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review	EXTREME Monthly senior management review	EXTREME Monthly senior management review

COMMENT

The objective of the Policy is to provide a more professional image to all ratepayers, residents and other organisations.

All items of clothing will be sourced from a suitable corporate workwear company and will be branded with the Shire Logo.

Those items that are branded with the Shire Logo are considered Compulsory Work Uniform with the Australian Taxation Office and can be claimable:

Compulsory work uniform

You can claim the costs you incur to buy and clean a compulsory uniform you wear at work.

A compulsory uniform is a set of clothing that identifies you as an employee of an organisation. Your employer must make it compulsory to wear the uniform through a strictly enforced workplace agreement or policy.

A compulsory uniform must either:

- be distinctive to your particular organisation, so that a casual observer can clearly identify you as working for a particular employer*
- identify the products or services provided by your employer.*

ITEM 13 MATTERS FOR CONSIDERATION – HEALTH & BUILDING

No matters for consideration



PROJECT	SCHEDULED COMPLETION DATE	CURRENT STATUS AND COMMENT
Aged Care Facilities:		<p>Arthur Kelly Village: 2 x Carports, Irrigation improvements, gravel carpark on NW side</p> <p>Parker House: Total Front Garden refurbishment – may include front fencing (budget dependent) f</p>
Training Matrix		ChemCert for Gardens staff is scheduled for early December. Senior First Aid and Fire Warden remain pending.
Workplace Health & Safety		WHS Committee next meets in early December. Still need to develop new Incident Form as current template focuses on personal injury.

A lack of planning and positioning for the Shire amalgamations leaves Quairading without any representation (including employees) in the merged and larger local government.

Asset Management Plan is non-compliant due to aging assets and increasing costs.

RISK ASSESSMENT

	Option 1
Financial	Low <i>Implementation and ongoing costs are minimal.</i>
Health	Low <i>An OLDEA will create an addition recreation option within Quairading which will contribute to positive health outcomes for residents.</i>
Reputation	Low <i>An OLDEA will improve reputation with dog owners.</i>
Operations	Low <i>Additional maintenance activities will fit into current operations.</i>
Natural Environment	Low <i>The proposed OLDEA is not in an environmentally sensitive area.</i>

	Consequence				
Likelihood	Insignificant	Minor	Moderate	Major	Critical
Rare	LOW Accept the risk Routine management	LOW Accept the risk Routine management	LOW Accept the risk Routine management	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review
Unlikely	LOW Accept the risk Routine management	LOW Accept the risk Routine management	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review
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Almost certain	MEDIUM Specific responsibility and treatment	MEDIUM Specific responsibility and treatment	HIGH Quarterly senior management review	EXTREME Monthly senior management review	EXTREME Monthly senior management review

COMMENT

Nil



CONCEPT PLAN:

Bark Park, Quairading

- SLASHING PROGRAM TO MAINTAIN GROUND COVER
- PERIMETER FENCING
- EXISTING VEGETATION & SHADE
- DOG WASTE STATION
- WATER STATION (OPTIONAL)
- SIGNAGE



BARK PARK
QUAIRADING

A dedicated off-leash dog exercise area for your pet.

HOUSE RULES

- Dog owners must carry a lead at all times.
- Dog owners must be in control of their dog and have the ability to call their dog over and attach a lead if required.
- In all other public areas, dogs are required to be on lead.

FACILITIES

- Water for your dog is available from the tank (BYO bowl).
- There is a dog waste station in the park. Please use this to keep our park clean and sanitary for all to enjoy.
- Please report any damage to the Shire of Quairading.

CONTACT

08 9645 2400
shire@quairading.wa.gov.au
@ShireofQuairading

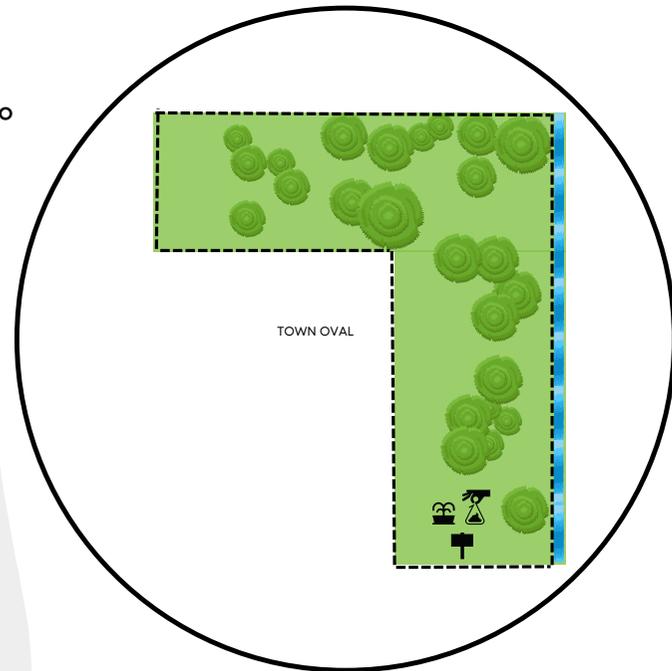
SHIRE OF **Quairading**
Take a closer look



LOCATION
TOWN OVAL
-32.009983° 117.407467°
1 ha



	EXISTING DRAIN
	EXISTING GROUND COVER
	EXISTING VEGETATION
	DOG WASTE STATION (PROPOSED)
	DOG WATER STATION (OPTIONAL)
	SIGNAGE (PROPOSED)
	FENCE (PROPOSED)





REQUEST FOR TENDER

COUNCIL RESOLUTION & SUCCESSFUL TENDERER		
Was this decision by Delegated Authority?	Yes	No
Record of Decision		
Council Meeting Date: Audit & Risk Subcommittee November 2023 OCM	Resolution No: TBC	
Successful Tenderer		
Value of Successful Tender		



QUOTATION PREPARED FOR THE:



DAIMLER TRUCKS PERTH



PATRICK KENDREW
PHONE: 08 9311 7400
MOBILE: 0429927257
EMAIL: pkendrew@vvgtruck.com.au



Mailing Address PO Box 1914 Midland DC WA 6936

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Fuso is a registered trademark of Mitsubishi Fuso Trucks & Bus Corporation, Japan

4 Ulm Place
Perth Airport WA 6105
Tel+618 9311 7400
www.daimlertruckspertth.com.au
enquiries@daimlertruckspertth.com.au

Ref: 30644

10th October 2023

Sarah Caporn
Executive Manager of Works and Services
Shire of Quairading
10 Jennaberring Road
QUAIRADING WA 6383

RE: RFT 01/2023 SUPPLY OF TWO (2) 6-WHEELER TWO-WAY TIPPING TRUCK

Dear Sarah,

Thank you for the opportunity to supply our tender along with details to supply Two(2) only **2023/24 FUSO FV70 SHOGUN 6x4** cab/chassis fitted with Two Way Tipper Body set up and ancillary equipment to the **SHIRE OF QUAIRADING** requirements.

For any further details that may be required, please refer to the enclosed specification sheet, or contact the undersigned who will gladly assist.

Yours faithfully
DAIMLER TRUCKS PERTH



PATRICK KENDREW
GOVERNMENT/SHIRE SALES CONSULTANT



MIKE ALLEN
NEW FUSO TRUCK SALES MANAGER



Mailing Address PO Box 1914 Midland DC WA 6936

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4 Ulm Place
Perth Airport WA 6105
Tel +618 9311 7400
www.daimlertrucksperth.com.au
enquiries@daimlertrucksperth.com.au

	SHOGUN SERIES FUSO FV70HK2VFAA MWB 395hp AMT 6x4
AXLE FRONT:	Reverse Elliot 'I' beam. Load rating 6,500 kg.
AXLE REAR:	Mitsubishi Full Floating Hypoid. Tandem drive with inter axle diff lock. Capacity 21,600kg. Ratio 4.625:1
BRAKES:	Full Air dual circuit, Taper Roller, ABS with ASR. Rear wheel spring actuated park brake. Constant throttle brake, 3 levels of retardation. Trailer hand control valve and air lines.
CAB:	All steel forward control 2 seat electric / hydraulic tilt cab. Air suspended front and rear. Heated & Electric external mirrors both sides. Rear Quarter glass windows, LHS Transom door window. Fluoro interior reading lamp, Cruise Control, Keyless locking, power windows, Air Conditioner, Heater, Demister, cup holders. Driver's Airbag & Seat Belt pre-tensioners. Driver's ISRI Air Suspension seat. Dash and centre console storage areas. Overhead storage pocket with lid, RH door storage pocket. Colour info display for fuel consumption, service indicators, hour meter & Oil level check. ADR42/04 Approved sleeping berth. <u>Multi Media Package:</u> 6.1 LCD in dash touch screen with Bluetooth hands free. CD/DVD player with Digital DAB+ Radio. USB iPod port & Aux satellite Navigation with 3year free maps updates. Three reverse Camera compatible. (Cameras not included).
CHASSIS:	Parallel channel. Tensile strength 540mpa. Width 840mm. FUPS. Wheelbase 4300mm. Clear chassis rail, no top rivets.
CLUTCH:	Automated manual, no clutch pedal, single dry plate Fuso K4/430.
ELECTRICAL:	24V neg. earth. Alternator output: 24V-100amp. Halogen High Beam headlamps, Low Beam LED 24V Acc power outlet. 2x12v 150Ah / 20hr batteries. Reverse buzzer.
ENGINE:	Mitsubishi FUSO OM470-T2 Diesel (ADR 80/03 - Euro VI) 10.7 litre, 6cyl In-line OHV. Waste-gate turbocharged / air to air intercooler. SCR after treatment system. Power / 290kw (395hp) @ 1600rpm. Torque: 2000Nm @ 1100. Water cooled with viscous coupling fan.
FUEL:	Rectangle alloy tank 400 litres with locking cap. 60 litres Ad-blue tank with locking cap. Filter with water separator and dash indicator.
STEERING:	Integral Power Assisted Ball and Nut, tilt/telescopic adjustable.
SERVICE:	50,000 kms service intervals.
SUSPENSION FRONT:	Long taper leaf with double acting shock absorbers.
SUSPENSION REAR:	Long taper leave / 6 rod trunnion suspension.
TRANSMISSION:	Fuso G230-12, 12 Speed automated transmission with auto and manual modes. PTO openings, rear of transmission.
WHEELS AND TYRES:	Single piece Alloy disc 10 stud rims 335mm PCD. (11 off) 22.5x8.25DC with 295/80R22.5 front tyres / 11R22.5 rear tyres.
GVM / GCM:	25,400kg / 53,000kg

BODY DETAILS:	<p>Body as described , built to your specifications & manufactured by <u>Bruce Rock Engineering</u></p> <p>NOTE: Please refer to our nominated body builders quotation attached, for your information as to construction details.</p>
LICENSING:	<p>Daimler Trucks Perth would licence the vehicle on behalf of the Shire as requested. These licensing costs are <u>NOT INCLUDED</u> in our quotation and would be invoiced separately.</p>
DELIVERY:	<p>To be confirmed at the time of approval</p>
WARRANTY:	<p>Factory Standard five (5) year or 500,000km (whichever occurs first) warranty to the cab/chassis – Bumper to Bumper</p>
TRAINING:	<p>Full training and induction included.</p>
FUEL ECONOMY	<p>Fuso unable to supply due to many variables effecting fuel consumption.</p>
SERVICING:	<p>50,000km or 12 Month Service Intervals</p>
PAYMENT:	<p>Cash on delivery.</p>
NOTE:	<p>Prices are based on manufacturer's prices at the quotation closing date and are subject to CURRENT RULING PRICES or stock available at the quoted price.</p>
24HR ROADSIDE ASSIST	<p>National roadside assist covers Fuso clients for the life of their vehicle from delivery. (Conditions apply) Daimler Trucks Perth for more details</p>
MAIN WORKSHOP	<p>Daimler Trucks Perth Service Centre operates from 8am to Midnight Monday through Friday and Saturday morning where prior arrangements have been made.</p>

SHOGUN SERIES FUSO FV70HK2VFAA MWB 395hp AMT 6x4.

PRICE:	List Price	\$ 217,082.86
	Less Fuso Shire Allowance	-\$ 26,596.85
	2023/24 Plated Cab Chassis Only	\$ 190,486.01

Cab Chassis Standard Specifications

- GVM 25,400kg
- GCM 53,000kg
- 4300mm wheelbase
- 290kw/ 395hp / 2000nm
- 400 Litre capacity aluminium tank with lockable fuel cap
- 12 speed constant mesh Automatic Manual Transmission (AMT)
- Driver controlled inter-axle lock and cross locks on both axles (LSD option included)
- Rear wheel spring actuated park brake
- ABS plus EBD (Electronic Brake force Distribution)
- 295/80R22.5 (steer) and 11R22.5 (drive)
- Electro-hydraulic cab tilt
- Driver airbag
- Fully integrated auto control air-conditioning
- Electric windows and mirrors
- Radio multimedia unit with LCD touch screen and Bluetooth
- Cruise Control
- Central locking with remote keyless entry
- Adaptative cruise control , lane departure warning, emergency brake warning and stability control
- Drivers air suspension seat
- Fuso toolkit for wheel changes
- Euro IV Standard
- Fuso Telematics now available with free 12-month subscription

11M3 Tipper Configuration Body & Accessories

- 4.5m 2.45m x 1.0m Hardox Rear and Side Tipping Body
- Manufactured by [Bruce Rock Engineering \(Quote attached with proposal\)](#)
- PTO switch in cab with programming - Please note PTO off Transmission not Engine
- Spare tyre carrier winch type to headboard includes spare tyre and rim
- Razer concertina mesh tarp electrically switched with handheld remote
- Lockable battery isolator
- Ski bar on truck cab fitted with two (2) Narva 85246A LED beacons
- 80 channel two-way radio
- Window tinting
- H/D Canvas seat covers and H/D rubber floor mats
- Weather shield fitted to drivers side window
- Pit pass and weigh bridge documents
- Delivery to Shire of Quairading with Handover

	<u>Body & Accessories Total</u>	\$ 102,527.74
PRICE	Sub Total	\$ 293,013.75
	GST	29,301.38
	<u>TOTAL FOR ONE</u>	\$ 322,315.13
	<u>TOTAL FOR TWO</u>	\$ 644,630.26

STAMP DUTY: EXCEPT

LICENSING : INVOICED SEPERATE

AT COST

TRADE IN:

1. Used UD 2013 Tipper - VIN – JNBCWB5EL00L00480
 Rego Q-272 – 192,000kms
TRADE IN VALUE Including GST **\$ 110,000.00**

2. Used UD 2012 Tipper - VIN – JNBGWB4DL00H00724
 Rego Q-5122 – 265,000kms
TRADE IN VALUE Including GST **\$ 100,000.00**



SHOGUN

FUSO

Shogun FV70 6X4 - MY21

10.7L / AMT / MECH SUSP. / MWB

OUR SAFEST AND CLEANEST SHOGUN YET. THE MY21 SHOGUN IS EQUIPPED WITH ABA5, PD, LDWS, ESP, AAA, IHC, DRL AND A EURO VI STEP D ENGINE. ALL BACKED BY OUR CLASS LEADING SERVICE INTERVALS AND 5 YEAR WARRANTY.

GVM

25,400_{KG}

GCM

53,000_{KG}

Power/Torque

290_{KW} / 2000_{NM}

335_{KW} / 2200_{NM}

- Heavy rigid licence required
- Actual vehicle may differ from above image

DAIMLER TRUCK

FUSO.COM.AU

FUSO

JOB DONE

SHOGUN SPECIFICATIONS

MODEL	WHEEL BASE	GVM	GCM
A 6x4 FV70 395Hp Steel Susp. MWB 12 Sp. AMT FV70HK2VFAA-MY21	4300mm	25,400kg	53,000kg
B 6x4 FV70 455Hp Steel Susp. MWB 12 Sp. AMT FV70HK4VFAA-MY21	4300mm	25,400kg	53,000kg

Body Builder's Notes

Notes

Chassis reinforcement must be utilised for Tipper/Demountable type body configurations. To conform with ADR 13/00 (lighting requirements) the following must be adhered to at body installation.

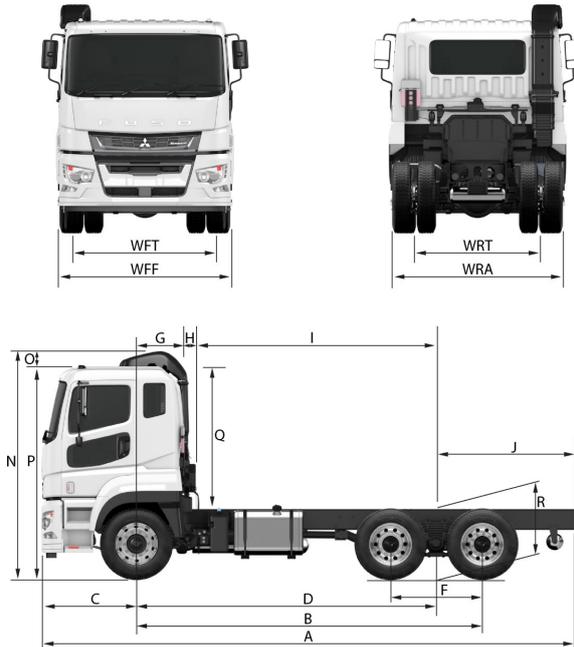
- If other than a flat type or tipper body is fitted, rear end out-line marker lamps must be installed.
- If overall length exceeds 6.0 metres, side reflectors must be installed.
- If overall length exceeds 7.5 metres, side marker lamps must be installed.

To conform with ADR 42/04 (General Safety), rear wheel guards must be fitted to the vehicle.



Call 1800 033 557

or visit fuso.com.au



Unless specified in writing herein the accessories, applications, bodies or equipment depicted in this are for illustration purposes only and may not be available from Daimler Truck Australia Pacific Pty Ltd. ABN 86 618 413 282 DTAuP. No representation or warranty whatsoever is given in relation to any accessories, applications, bodies or equipment or suitability of same that are shown herein that may be manufactured, supplied or fitted by a party other than DTAuP. DTAuP reserves the right without notice or obligation to discontinue or make changes to the colour, designs, materials and specifications of the products and options referred to herein at any time. For the most current information and in order to ascertain which accessories, applications, bodies and equipment are available from DTAuP please contact your authorised FUSO dealer. Fuso is a registered trademark of Daimler Truck Australia Pacific Pty Ltd. Copyright DTAuP. Reproduction in whole or part prohibited without written approval. Valid from 12-Aug-21.

DAIMLER TRUCK

FUSO.COM.AU



JOB DONE



Date 11/10/2023
Quote No. HTR2023000315
Version 2
Alternative 1

CW 26 460 (11 litre) 6x4 Leaf Suspension.
(4285mm wheelbase)
VP380815 – Truck 1



Quote For
Shire of Quairading

By
Trent Harris
Truck Centre (WA) Pty Ltd

Going the Extra Mile

UD is a brand of Volvo Group Australia Pty Ltd
ABN 27 000 761 259



UD TRUCKS
udtrucks.com.au



Date 11/10/2023
 Quote No. HTR2023000315
 Version 2
 Alternative 1

Your ref. **VP380815**

Shire of Quairading
 10 Jennaberring Street
 QUAIRADING
 WA 6383

Quotation and Technical Specifications

Dear Sarah,

Truck Centre WA is pleased to provide the following quotation for your consideration. Please do not hesitate to contact me if you require any further information, or wish to modify the specification outlined.

1 X CW 26 460 (11 litre) 6x4 Leaf Suspension. (4285mm wheelbase)
 Cab Chassis Arriving March 2024

Truck Use

6 WHEELS THERE OF 4 DRIVING
 Gross Combination Weight 60.0 tonnes

Core Components

JAPAN 2025 EMISSION REGULATION FOR FCR
 460HP
 ESCOT-VI 12 Speed Automated Transmission (Overdrive)
 11 L. PROPRIETARY ENGINE
 Single Reduction Tandem Axles
 Rear Axle Ratio 4.50

Chassis

BATTERY BOX NORMAL
 FRONT SUSPENSION APPLICATION STANDARD
 Wheelbase 3600mm (C/L steer to C/L first drive)
 Front Parabolic Leaf Spring (stiffer than normal)
 400 Litre LHS Rectangular Aluminium Fuel Tank 620mm High
 REAR FRAME LENGTH, 2745 MM
 TAIL LAMP LED

Going the Extra Mile

UD is a brand of Volvo Group Australia Pty Ltd
 ABN 27 000 761 259



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Date 11/10/2023
Quote No. HTr2023000315
Version 2
Alternative. 1

Rims and Tyres

- Steer Tyre 295/80R22.5
- Bridgestone R150Z
- Steel Rims
- Drive Tyre 11R22.5
- Bridgestone M711AZ
- Steel Rims
- Bridgestone Brand
- Spare Rim/Tyre Same as Front

Powertrain Equipment

- Rear Engine PTO With Splined Shaft Groove (Female) DIN 5462
- Transmission PTO Prep Kit (dash switch & solenoid)
- LOW AIR INTAKE

Cab Interior

- Steering wheel material - standard
- Decor Accent Strip - Standard
- Belt In Seat for Driver (Standard Seat Belt for Passenger)
- Auxiliary Passenger Seat
- Vinyl Floor Material

Cab Exterior

- BACK OF CAB ACCESS, EATS
- Wiring Prep kit for Roof Warning Lamps
- Sleeper Cab
- Polar White
- With Fixed Rear Window Back of Cab
- Auxiliary Side Windows - Both Sides of cab
- Front Close View Mirror
- Standard Grill

Superstructure Preparations

- BB ELECT. CENTER & CAB BB MODULE, 10 HIG & 4 LOW DIG. OUTLET

Safety Features

- TRAFFIC SIGN RECOGNITION SYSTEM
- BRAKE LIGHT EMERGENCY
- Traffic Eye Brake (Emergency Braking) & Traffic Eye Cruise (Adaptive Cruise Control)
- ACC WITH STOP AND GO
- Lane Departure Warning System
- LANE CHANGE SUPPORT WITH COLLISION WARNING, BOTH SIDES

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Telematic Services

- Telematics Gateway with 4G/LTE & WLAN
- DYNAFLEET FUEL & ENV 1Y PREPAID
- DYNAFLEET POSITIONING 1Y PREPAID

Internal Workshop

- Factory Engine Driven PTO with PTO Programming to Suit
- 2 Way Tipper Application (Live Drive Set-Up)
- Air & Electrics to Rear Rigid Includes ABS Harness
- Window Tint
- Seat Covers - Genuine UD Canvas - Quon
- Floor Mats Carpet - New Quon
- Dash Mat - New Quon
- Weather Shields - New Quon Drivers Side RHS
- Cab Gun Blower - Beside Drivers Seat
- Battery - Isolation Switch
- UHF Radio - Mini/Compact
- Stone Guard - New Quon
- Delivery to Shire Depot and Onsite Hand Over

External Workshop

- Hardox 2 Way Tipping Body as Per Park Bodybuilders Quote Number: SK23-10-02

Vehicle Price Ex-GST:	\$ 266,494.00
GST:	\$26,649.00
Vehicle Price Incl. GST:	\$ 293,143.00
Trade-In Ex-GST:	
2013 UD CW26 380 6x4 2 Way Tipper Rego Number: Q272	- \$90,909.00
GST:	-\$9,091.00
Total Trade-In Price (Incl. GST)	-\$100,000.00
 Stamp Duty: Local Government *Stamp Duty Exempt*	
License: At Customers Cost *Local Government Concession*	
Total Drive Away Price Incl. GST (Change Over):	\$ 193,143.00

Going the Extra Mile

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Date 11/10/2023
 Quote No. HTr2023000315
 Version 2
 Alternative 1

Delivery Date

Delivery date will be affected as near as practicable to the date required by purchaser. Where delivery is made other than at the Truck Centre WA Pty Ltd dealership the purchaser will be responsible for risk between the dealership and the delivery point.

Trade In Valuations

Where a trade in valuation is made, the valuation is subject to reappraisal within 30 days from the date of initial appraisal. Also please note that unless stated by the client at the time of the valuation a spare Tyre, working jack and tool kit are assumed to be with the trade in and are expected to be with the trade at the time of change over. Furthermore, the trade in is valued as having a similar Tyre tread as when inspected.

Payment

Normal terms of trade are "Cash on Delivery" by Bank cheque or "EFT" into our nominated bank account. Where the vehicle is to have modifications and/or body fitted, full settlement to take place two weeks after being advised that the truck is ready for delivery to body builder.

Prime Supplier

Truck Centre WA Pty Ltd limits its responsibility as the prime supplier to the cab chassis only. This proposal is submitted on the basis that the purchaser accepts that the prime supplier of all other equipment is the selected supplier of that equipment and that claims in respect of warranty, insurance or any other matter will be directed to the supplier of such equipment.

FINANCE

Truck Centre's resident finance specialists have more than 30 years combined industry experience. Whether offering the manufacturers own finance (Mack, UD, Volvo) or bank funding our finance specialists can tailor financial services packages to suit your business/cash flow needs. Our Dealership Finance Manager Rob Munro (0416 845 740) will be in contact shortly to discuss the financial services packages available.

Yours sincerely

Trent Harris

Date: 11-10-2023

Truck Centre (WA) Pty Ltd

Going the Extra Mile

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Date 11/10/2023
Quote No. HTTr2023000315
Version 2
Alternative. 1

CW 26 460 (11 litre) 6x4 Leaf Suspension.
(4285mm wheelbase)
VP380815 – Truck 2



Quote For
Shire of Quairading

By
Trent Harris
Truck Centre (WA) Pty Ltd

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Date 11/10/2023
 Quote No. HTr2023000315
 Version 2
 Alternative 1

Your ref. **VP380815**

Shire of Quairading
 10 Jennaberring Street
 QUAIRADING
 WA 6383

Quotation and Technical Specifications

Dear Sarah,

Truck Centre WA is pleased to provide the following quotation for your consideration. Please do not hesitate to contact me if you require any further information, or wish to modify the specification outlined.

1 X CW 26 460 (11 litre) 6x4 Leaf Suspension. (4285mm wheelbase)
 Cab Chassis Arriving March 2024

Truck Use

6 WHEELS THERE OF 4 DRIVING
 Gross Combination Weight 60.0 tonnes

Core Components

JAPAN 2025 EMISSION REGULATION FOR FCR
 460HP
 ESCOT-VI 12 Speed Automated Transmission (Overdrive)
 11 L. PROPRIETARY ENGINE
 Single Reduction Tandem Axles
 Rear Axle Ratio 4.50

Chassis

BATTERY BOX NORMAL
 FRONT SUSPENSION APPLICATION STANDARD
 Wheelbase 3600mm (C/L steer to C/L first drive)
 Front Parabolic Leaf Spring (stiffer than normal)
 400 Litre LHS Rectangular Aluminium Fuel Tank 620mm High
 REAR FRAME LENGTH, 2745 MM
 TAIL LAMP LED

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UD TRUCKS

Date 11/10/2023
 Quote No. HT2023000315
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 Alternative 1

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- Bridgestone R150Z
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- Bridgestone Brand
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- Rear Engine PTO With Splined Shaft Groove (Female) DIN 5462
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Cab Interior

- Steering wheel material - standard
- Decor Accent Strip - Standard
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- Auxiliary Passenger Seat
- Vinyl Floor Material

Cab Exterior

- BACK OF CAB ACCESS, EATS
- Wiring Prep kit for Roof Warning Lamps
- Sleeper Cab
- Polar White
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Date 11/10/2023
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 Alternative 1

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Telematics Gateway with 4G/LTE & WLAN
 DYNAFLEET FUEL & ENV 1Y PREPAID
 DYNAFLEET POSITIONING 1Y PREPAID

Internal Workshop

Factory Engine Driven PTO with PTO Programming to Suit
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 Air & Electrics to Rear Rigid Includes ABS Harness
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 Floor Mats Carpet - New Quon
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 Delivery to Shire Depot and Onsite Hand Over

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Hardox 2 Way Tipping Body as Per Park Bodybuilders Quote Number: SK23-10-02

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GST:	\$26,649.00
Vehicle Price Incl. GST:	\$ 293,143.00
Trade-In Ex-GST:	
2012 UD GW26 400 6x4 2 Way Tipper Rego Number: Q5122	- \$81,818.00
GST:	-\$8,182.00
Total Trade-In Price (Incl. GST)	-\$90,000.00
Stamp Duty: Local Government *Stamp Duty Exempt*	
License: At Customers Cost *Local Government Concession*	
Total Drive Away Price Incl. GST (Change Over):	\$ 203,143.00

Going the Extra Mile

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Date 11/10/2023
Quote No. HTr2023000315
Version 2
Alternative. 1

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Yours sincerely

Trent Harris

Date: 11-10-2023

Truck Centre (WA) Pty Ltd

Going the Extra Mile

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ABN 27 000 761 259

80th
Anniversary



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QUON 11-Litre

CW 26 400 | 460

6x4 Rigid



SPECIFICATIONS

Power:	GH11TB - 294 kW (400 PS) @ 1600 rpm GH11TD - 338 kW (460 PS) @ 1700 rpm
Torque:	GH11TB - 2000 Nm (1475 lb.ft) @ 950 rpm GH11TD - 2250 Nm (1659 lb.ft) @ 1000 rpm
Transmission:	ESCOT-VI automated manual transmission (AMT)
Rear Suspension:	Leaf spring or electronically controlled air suspension
Wheelbase:	Refer weights and dimensions table
GVM:	26,000 kg
GCM:	50,000 kg (400hp) 60,000 kg (460hp)

QUON UNIQUE FEATURES

- 
NEW SMART FUEL EFFICIENT ENGINES WITH RESPECT FOR THE ENVIRONMENT
 GH11 engine: fuel efficient, powerful and clean
- 
SMART UPTIME
 Quon has been designed to further optimise uptime, with superior reliability and increased maintenance intervals.
- 
SMART SAFETY
 Active safety with mechanical and electronic features throughout, including safety for vulnerable road users.
- 
SMART PRODUCTIVITY
 Light weight chassis helping to maximise payload. New engines with improved horsepower and torque to increase productivity.
- 
SMART DRIVABILITY
 The cabin has been designed with the user's comfort in mind, with outstanding ergonomics and visibility allowing the driver to concentrate on driving

UD Trucks Australia
udtrucks.com/Australia

Last Published June 2023

AV Truck Services Pty Ltd

A.C.N. 009 090 466 ABN 17 009 090 466
 Dealer Licence No. 9861 Motor Vehicle Repair Business Licence No. 1361
Address 485 Great Eastern Highway, Redcliffe, Western Australia 6104
Postal Address PO Box 180, Belmont, Western Australia 6984
Telephone No: (08) 9478 2299 **Facsimile No:** (08) 9277 9658
web: www.avtrucks.com.au **email:** avtrucks@avtrucks.com.au

Quote Number: 1103

12/10/23

SHIRE OF QUAIRADING
 P O BOX 38
 QUAIRADING WA 6383

Description	Price (exc. GST)	GST	Price (inc. GST)
Vehicle			
S-Way 3 Axle Rigid 6x4 530Hp-AT (Active Space) -Tipper	249,191.80	24,919.18	274,110.98
Option			
Vehicle Setup: ON			
Accessory			
- Amber Beacons, and bar with OEM Rocker Switch and Programming	2,500.00	250.00	2,750.00
- Window Tint and OEM Weather Shield	950.00	95.00	1,045.00
- OEM switches for Electric Tarpaulin in the Cab	750.00	75.00	825.00
- GME 80 Channel UHF Supplied and Installed with Antenna mounted to light bar to not comp	1,000.00	100.00	1,100.00
- Custom Cars Heavy Duty Custom Seat Covers and OEM heavy duty rubber floor mats	750.00	75.00	825.00
- Park Body Builders	80,500.00	8,050.00	88,550.00
Delivery			
PRE DELIVERY - IVECO S-WAY			
Registration			
SR3 Class - 3 Axels 1 Trailer (Rigid max 6 Axels)	1,178.00		1,178.00
Registration Insurance / Admin fees	478.00		478.00
DTY			
WA Stamp Duty	11,076.18		11,076.18
Trade-In Equity			
Trade-In: QUON 26 380 <i>QAT2</i>	-45,090.90	-4,509.09	-49,599.99
TOTAL	303,283.08	29,055.09	332,338.17

AV Truck Services Pty Ltd

A.C.N. 009 090 466 ABN 17 009 090 466
 Dealer Licence No. 9861 Motor Vehicle Repair Business Licence No. 1361
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Telephone No: (08) 9478 2299 **Facsimile No:** (08) 9277 9658
web: www.avtrucks.com.au **email:** avtrucks@avtrucks.com.au

Quote Number: 1104

12/10/23

SHIRE OF QUAIRADING
 P O BOX 38
 QUAIRADING WA 6383

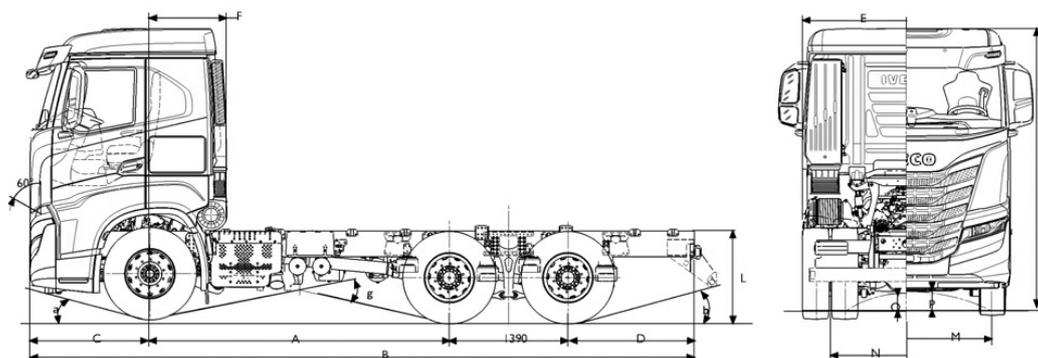
Description	Price (exc. GST)	GST	Price (inc. GST)
S-Way 3 Axle Rigid 6x4 530Hp-AT (Active Space) -Tipper	249,191.80	24,919.18	274,110.98
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PRE DELIVERY - IVECO S-WAY			
SR3 Class - 3 Axels 1 Trailer (Rigid max 6 Axels)	1,178.00		1,178.00
Registration Insurance / Admin fees	478.00		478.00
WA Stamp Duty	11,076.18		11,076.18
Trade-In: QUON 26 400 Q5122	-35,090.90	-3,509.09	-38,599.99
TOTAL	313,283.08	30,055.09	343,338.17



6x4 Rigid AS

MODEL AS230S53Z/P ON+

Application: Rigid



DIMENSIONS & WEIGHTS

Wheelbase	3500mm	3800mm
Overall length	8079mm	8349mm
Max width over fenders	2500mm	
Front axle to back of cab - including filter	940mm	
Frame height at end of frame, unladen	1098mm	
Front overhang	1410mm	
Rear overhang	1488mm	
Minimum ground clearance (front)	316mm (244mm with ON Setup)	
Minimum ground clearance (rear)	250mm	
Overall height to top of cab, unladen	3940mm (3878mm with ON Setup)	
Turning diameter kerb to kerb	17400mm	18100mm
Turning diameter wall to wall	19000mm	19700mm
Front track	2044mm	
Rear track	1820mm	
Approach angle (°)	14°	
Departure angle (°)	15°	
Ramp angle (°)	24°	
Total vehicle kerb weight*	8801kg	8821kg
Kerbweight on Front Axle*	5201kg	5220kg
Kerbweight on Rear Axle*	3591kg	3601kg
Gross Vehicle Mass (Plated)	27600kg	
Gross Combination Mass (Plated)	70000kg	

Notes:

*Indicative chassis tare mass with Standard options, without fuel, Adblue® and driver. ±3% tolerance apply.

IVECO TRUCKS AUSTRALIA LIMITED ABN 86 004 065 061 LEVEL 10, 14 MASON STREET, DANDENONG, VICTORIA 3175 PO BOX 117 DANDENONG, VICTORIA 3175 TELEPHONE (03) 9238 2200 WWW.IVECO.COM.AU THE INFORMATION IN THIS DOCUMENT WAS CORRECT AT THE TIME OF PRINTING. THE DATA IN THIS DOCUMENT IS APPROXIMATE. IF AN EXACT WEIGHT OR DIMENSION IS REQUIRED PLEASE CONTACT YOUR LOCAL AUTHORISED IVECO DEALER. ALWAYS CONSULT AN AUTHORISED IVECO DEALER FOR THE LATEST INFORMATION ON THE VEHICLE BEFORE DECIDING TO PLACE AN ORDER. OVERSEAS IMAGES ARE SHOWN THROUGHOUT THIS DOCUMENT AND IMAGES MAY REFER TO EQUIPMENT THAT IS OPTIONAL. THE MODELS DESCRIBED CAN BE SUBJECT TO MODIFICATIONS WITHOUT ANY NOTICE BY THE MANUFACTURER. IVE3123-6X4530R-SS, 09/2023.





REQUEST FOR TENDER

REQUEST FOR TENDER – RFT 01/2023

The Shire of Quairading is seeking to purchase two (2) 6-wheel Tip Truck, capable of at least 13-tonne payload, with side and end tipping capabilities.

The following specifications must also be included:

- GVM of between 20,000 and 30,00kg
- GCM of between 40,000 and 50,000kg
- Tipping Body
 - To be supplied only from Howard Porter or Bruce Rock Engineering
 - Tipping action shall be of a side and end tipping configuration
 - Steel construction (preference may be given to a higher quality construction of tipping body taking into consideration budget allocations)
 - Minimum 5mm thick steel floor
 - Minimum 5mm thick steel front wall and sides
 - Minimum 5mm thick steel tail/side gate
 - Hoist and Hydraulics
 - To suit make and model of truck
 - Must be under body mounted
 - Tipping activation controls (for both the truck and trailer) shall be located inside the cab of the truck in an easily accessible location for the driver.
- Supplier must provide a Parrot Beak Hitch at the rear of the truck with hose fitting configurations as per trade-in vehicles (the Shire will continue using existing trailers)
- Electric tarpaulins installed to tipper body prior to delivery with two control switches - one to be located in truck cab on drivers' side in an easily accessible location and one to be located at rear of driver's side of the cab outside of the vehicle, operable when driver is standing on the ground.
- 2x LED beacons (Narva Pulse LED Strobe Part No. 85246A) to be installed at a location higher than the tray on top of the cab of the truck in an easily viewable position from the front and rear of the truck prior to delivery with a control switch (illuminated 'Beacon' rocker switch) to be located on drivers' side in an easily accessible and viewable location. Lights shall not be drilled into the roof of the cab of the truck but must retain the structural and waterproof integrity of the roof.
- Automatic transmission
- Window tinting on all appropriate windows with a weather shield installed on the driver's side window



REQUEST FOR TENDER

- 80 channel two-way radio installed within easy accessible location (not more than arm lengths from the seated position on the drivers side) for the driver.
- Heavy duty canvas seat covers (for both driver and passenger seats) and heavy duty rubber floor mats in the cab of the truck
- Price to be inclusive of delivery to Shire of Quairading depot with Handover of new vehicle provided by the successful supplier.
- The delivery of the vehicle without any of the items as outlined within the specifications above (or installed to the required specifications) will be sent back to the supplier at their cost (and redelivery of the amended vehicle). The cost of all remedial works to meet the required specifications as outlined above shall be entirely at the suppliers cost. In the case of a trade in vehicle with this quote, the trade in vehicle shall be retained (without cost penalty/reduction due to having to remedy the works for the new vehicle by the supplier) until such time as the new vehicle is delivered to the Shire of Quairading (depot) by the supplier.
- The supplier shall be deemed to have made themselves fully aware of the specifications of the new vehicle and trade-in vehicles. Relying on details provided by the Shire representative's either verbally or by correspondence shall not hold the Shire (or the representative) responsible for those details disclosed/provided.
- Canvassing of Shire Councillors shall instantly disqualify the suppliers submission.
- The trade-in vehicles are to be considered as-is-where-is and once traded is entirely at the suppliers consideration (no further correspondence/consideration shall be entered in to with the Shire of Quairading) once traded/purchased.
- The Shire may choose to not accept any tenders entirely at their own discretion.
- The Shire may choose to not accept the lowest tender entirely at their own discretion.
- The supplier should give an indication of the timeframe in which the new trucks will be ready for delivery to the Shire of Quairading as part of their response to this RFT.

The Shire will potentially be disposing of two trucks as part of this procurement and a trade-in price should be provided by the successful bidder. Details of the trade vehicles are below. An in-person inspection of the trade-in vehicles at the Shire's Depot is highly encouraged. Any further enquiries should be directed to the Shire's Executive Manager of Works and Services, Sarah Caporn on 0427 451 001 or sarah.caporn@quairading.wa.gov.au.



REQUEST FOR TENDER

TRUCK 1:

Current Rego: & approx. ODO Q 272, 192,150	VIN: JNBCWB5EL00L00480	Model & Year of Manufacture: Nissan UD Quon 26 380, 2013
		

TRUCK 2:

Current Rego: & approx. ODO Q 5122, 265 571	VIN: JNBGWB4DL00H00724	Model & Year of Manufacture: Nissan UD GW 26 400, 2012
		



ITEM 15 MATTERS FOR CONSIDERATION - WORK, HEALTH & SAFETY

No matters for consideration

ITEM 16 URGENT COUNCILLOR’S BUSINESS

ITEM 17 CONFIDENTIAL ITEMS

No matters for consideration

ITEM 18 NEXT MEETING DATE

THE NEXT ORDINARY COUNCIL MEETING IS SCHEDULED TO TAKE PLACE ON THURSDAY 14 DECEMBER 2023 COMMENCING AT 2.00PM IN THE COUNCIL CHAMBERS, 10 JENNABERRING ROAD, QUAIRADING, WA.

ITEM 19 CLOSURE

There being no further business, the Chairperson closed the Meeting at _____ pm.