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Confirmed Minutes Burke Shire Council Special Meeting Thursday 09 August 2018 10.00am Council Chambers

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01. Opening of Meeting

The Chair declared the meeting open at 10.25am.

02. Record of Attendance

Cr Ernie Camp; Mayor – Chair
Cr Paul Poole; Deputy Mayor
Cr John Clarke
Cr John Yanner
Cr Tonya Murray

Sharon Daishe; Chief Executive Officer
Ferne Clarke; Executive Manager Corporate & Community Services
Mark Poynter; Executive Manager Works and Infrastructure
Simbarashe Chimpaka; Executive Manager Finance
Philip Keirle; Executive Manager Strategic Projects
Madison Marshall; Executive Assistant (Minutes) – as indicated

02.01 LGR 2012 Section 276 – Attendance by teleconferencing

That Council, in accordance with section 276 of the Local Government Regulation 2012, allows the following person/s to take part in the meeting by teleconferencing:

- **Mark Neylan and Jan; Department of Local Government, Racing and Multicultural Affairs (DLGRMA)**

Moved: Cr Camp

Seconded: Cr Clarke

Carried 180809.01 5/0

Attendance

Representatives from DLGRMA joined by teleconference at 10:35am

Madison Marshall entered the meeting at 10.35am.

Philip Keirle left the meeting from 11.07am to 11.09am.

03. Executive Management Reports

03.01 Information Session - Belcarra Legislation regarding Councillor's personal interests in local government business

CEO Sharon Daishe presented information to council, with support and advice provided by representatives of the Department of Local Government, Racing and Multicultural Affairs.

Attendance

Representatives from DLGRMA left at 11.13am.

Cr Camp left the meeting from 11.14am to 11.16am.

Simbarashe Chimpaka left the meeting from 11.31am to 11.55am.

Madison Marshall left the meeting from 11.39am to 11.41am.

Cr Murray left the meeting from 11.52am to 11.53am.

Sharon Daishe left the meeting from 12.40pm to 12.41pm.

Adjournment

That Council adjourned the meeting for morning tea from 12.53pm to 2.00pm; all were present at resumption except Simbarashe Chimpaka and Ferne Clarke.

03.02 Register of Prequalified Suppliers - Overview

DEPARTMENT:	Works and Services
RESPONSIBLE OFFICER:	Philip Keirle; Executive Manager Strategic Projects
DATE REPORT PREPARED:	8 August 2018
LINK TO COUNCIL PLAN/S:	Operational Plan 2018-19

1. PURPOSE

To provide an overview of Council's current Register of Prequalified Suppliers (Plant Hire) arrangement, with a particular focus on Wet Hire arrangements..

2. BACKGROUND & PREVIOUS COUNCIL CONSIDERATION

Council resolved to invite suppliers to tender to be on a register of pre-qualified suppliers for plant hire at the December 2016 ordinary meeting of Council.

10.01.02 Register of Pre-qualified Suppliers

1. That Council note the contents of the report; and

2. That Council, pursuant to section 232(4) of the Local Government Regulation 2012 authorises the CEO to invite suppliers to tender to be on a register of pre-qualified suppliers for providing Dry/Wet Plant Hire to Council.

Moved: Cr Clarke

Seconded: Cr Yanner

Carried 161208.10 5/0

On 13 December 2016, Council held a pre-tender workshop for local contractors/suppliers to explain the rationale for establishing Registers of Pre-qualified Suppliers for various plant items. This was attended by the majority of local suppliers and contractors, as well as Councillors and Council Officers. The session was led by Heath Jones from Erscon Consulting.

The tender process for the ROPS was completed via Tenderlink as follows:

Tender Title	Burke Shire Council - Register of Pre-qualified Suppliers - Plant Hire (Wet & Dry)
RFx No	BURKE-752790
Release Date	16/01/2017
Original Close Date/Time	07/02/2017 - 2.00 p.m.
Extension Date/Time	13/02/2017 - 5:00 p.m.
# Submissions - Completed	27
# Late Submissions	1
# Conforming Submissions	20
# Non-conforming submissions	7

Council created the ROPS (Plant Hire) by resolution at the March 2017 ordinary meeting of Council as outlined below:

10.01 Closed Session - Register of Pre-qualified Suppliers - Plant Hire (Wet and Dry)

1. That the report/attachment be deemed a confidential document and be treated as such in accordance with Local Government Regulation 2012 in Chapter 8 Administration, Part 2 Local government meetings and committees, under Sections 275 (1)(e)(h) and that the document remain confidential unless council decides otherwise by resolution; and
2. That Council note the contents of the report; and
3. That Council establishes the following Registers for Pre-qualified Suppliers of Plant (Wet Hire): 3b

Contractor	Items
Arid to Oasis Solutions Pty Ltd Auscot Civil Australia	Excavator, Skid Steer, Front End Loader, Backhoe, Drum Roller, Water Truck, Miscellaneous
Betta Hire Pty Ltd	Miscellaneous
CM Contracting	Water Truck
Graham Bailey Earthmoving Pty Ltd	Dozer, Excavator, Grader, Low Loader, Side Tippers, Drum Roller, Multi-Tyre Roller, Water Truck, Scraper, 4WD, Job Truck, Miscellaneous
K&G Booth Pty Ltd	Grader, Multi-Tyre Roller, Water Truck, Job Truck, Miscellaneous
K&R Contracting Pty Ltd	Excavator, Grader, Skid Steer, Low Loader, Front End Loader, Side Tippers, Backhoe, Drum Roller, Multi-Tyre Roller, Water Truck, 4WD, Job Truck, Miscellaneous
Norwest Consolidated	Dozer, Excavator, Grader, Low Loader, Front End Loader, Water Truck, Scraper, 4WD, Miscellaneous
Qcrush Pty Ltd	Dozer, Excavator, Grader, Skid Steer, Low Loader, Front End Loader, Crane, Side Tippers, Drum Roller, Water Truck, Scraper, 4WD, Miscellaneous
R.A Newby & F.M Wiles & L.D Wiles & R.G Wiles T/A	Excavator, Grader, Low Loader, Side Tippers, Drum Roller, Multi-

Wiles Road Services	Tyre Roller, Water Truck, Job Truck
Ray Hudson Haulage	Side Tippers
Rollers Australia Pty Ltd	Grader, Drum Roller, Multi-Tyre Roller, Water Truck
Scott Freight Company Pty Ltd	Front End Loader, Side Tippers, Water Truck, Miscellaneous
Stabilised Pavements of Australia	Stabiliser, Two-Coat Seal, Miscellaneous
Thuriba Grazing Company	Grader, Side Tippers, Water Truck
Tom Tonka Pty Ltd	Dozer, Grader, Low Loader, Scraper
True Blue Grader and Side Tipper Hire	Low Loader, Front End Loader, Side Tippers
4. That Council establishes the following Registers for Pre-qualified Suppliers of Plant (Dry Hire): 4b	
Contractor	Items
1300Meteor Rentals	4WD, Job Truck, Miscellaneous
Arid to Oasis Solutions Pty Ltd Auscote Civil Australia	Job Truck
Betta Hire Pty Ltd	Excavator, Skid Steer, Front End Loader, Drum Roller, Multi-Tyre Roller, Job Truck, Miscellaneous
CM Contracting	Water Truck
Coates Hire Operations Pty Ltd (Corporate)	Excavator, Grader, Skid Steer, Front End Loader, Backhoe, Drum Roller, Multi-Tyre Roller, Water Truck
Graham Bailey Earthmoving Pty Ltd	Miscellaneous
K&R Contracting Pty Ltd	Side Tippers
North Sheridan Pty Ltd t/a Tutt Bryant Hire	Excavator, Grader, Skid Steer, Front End Loader, Backhoe, Drum Roller, Multi-Tyre Roller, Water Truck
Qcrush Pty Ltd	Dozer, Excavator, Grader, Skid Steer, Front End Loader, Crane, Drum Roller, Scraper, Miscellaneous
Rollers Australia Pty Ltd	Grader, Drum Roller, Multi-Tyre Roller, Water Truck, Miscellaneous
Scott Freight Company Pty Ltd	Front End Loader, Side Tippers, Water Truck, Miscellaneous

Thuriba Grazing Company	Grader, Side Tippers, Water Truck
Moved: Cr Yanner Seconded: Cr Poole Carried 170323.05 4/0	

As the ROPS approached the end of its first year of operation, Council determined to “re-fresh the ROPS” at the March 2018 Council meeting. This was done to enable those local/regional suppliers who had submitted non-conforming submissions for the 2017 ROPS to have another opportunity to join Council’s Register of Pre-qualified Suppliers (Plant Hire). Unlike the previous year, Council delegated authority to the CEO to determine whether the conditions of s232(3) and 232(7) of the Local Government Regulation 2012 had been satisfied to increase the efficiency of the overall process.

09.03.02 Refresh of Register of Pre-qualified Suppliers (Plant Hire)

1. That Council note the contents of the report; and
2. That Council notes existing suppliers on Council’s Register of Pre-qualified Suppliers for the provision of Wet/Dry Plant Hire (2017-02) will automatically have the terms of their agreements extended for a further 12 month period; and
3. That Council, pursuant to section 232(4) of the Local Government Regulation 2012, authorises the CEO to
 - a. invite new suppliers to tender to be included on Burke Shire Council’s Register of Pre-qualified Suppliers for the provision of Wet/Dry Plant Hire (2017-02); and
 - b. invite existing suppliers to submit any new plant for inclusion on Burke Shire Council’s Register of Pre-qualified Suppliers for the provision of Wet/Dry Plant Hire (2017-02); and
4. That Council delegates authority to the CEO to determine whether the conditions of s232(3) and s232(7) of the Local Government Regulation have been met in adding additional suppliers and additional plant to Council’s Register of Prequalified Suppliers for the provision of Wet/Dry Plant Hire (2017-02).

Moved: Cr Murray
 Seconded: Cr Camp
 Carried 180316.08 5/0

The tender process for the ROPS was completed via Tenderlink as follows:

Tender Title	2018-06 - RFT - Refresh of Register of Pre-qualified Suppliers (Plant Hire)
RFX No	BURKE-802081
Release Date	17 Mar 2018
Original Close Date/Time	10 Apr 2018
Extension Date/Time	NA
# Submissions - Completed	14
# Late Submissions	0
# Conforming Submissions	14
# Non-conforming submissions	0

Of the 14 submissions received, all were deemed conforming submissions. Of the 14 submissions, 7 respondents were already listed on the Register of Pre-qualified Suppliers. The Register of Prequalified Suppliers (Plant Hire), as it currently stands, is attached.

3. FINANCIAL & RESOURCE IMPLICATIONS

There are no financial or resource implications associated with this report.

4. POLICY & LEGAL IMPLICATIONS

Council procurement takes place in line with the Local Government Act 2009, the Local Government Regulation 2012, Council's Procurement Policy (FIN-POL-001) and the financial delegations outlined in Council's Delegations Register. It is also influenced by program funding/eligibility/compliance requirements of funding programs (NDRRA, TIDS, ATSI-TIDS, R2R).

Legislation/Regulation	Section
Local Government Act 2009	<p>104(3) Sound Contracting Principles</p> <p>The sound contracting principles are –</p> <ul style="list-style-type: none"> (a) value for money; and (b) open and effective competition; and (c) the development of competitive local business and industry; and (d) environmental protection; and (e) ethical behaviour and fair dealing. <p>These principles are fleshed out at pp. 6-7 of Council's Procurement Policy: http://www.burke.qld.gov.au/policies</p>
Local Government Act 2009	<p>257 Delegation of local government powers</p> <ul style="list-style-type: none"> (1) A local government may, by resolution, delegate a power under this Act or another Act to- <ul style="list-style-type: none"> (a) the mayor; or (b) the chief executive officer; (4) A delegation to the chief executive officer under subsection (1) must be reviewed annually by the local government.
Local Government Regulation 2012	<p>198 Procurement Policy</p> <ul style="list-style-type: none"> (1) A local government must prepare and adopt a policy about procurement (a procurement policy). (2) The procurement policy must include details of the principles, including the sound contracting principles, that the local government will apply in the financial year for purchasing goods and services. (3) A local government must review its procurement policy

Legislation/Regulation	Section
	annually.
Local Government Regulation 2012	<p>Part 3 Default Contracting Procedures</p> <p>Division 2 Entering into particular contracts</p> <p>224(2) A medium-sized contractual arrangement is a contractual arrangement with a supplier that is expected to be worth, exclusive of GST, \$15,000 or more but less than \$200,000 in a financial year.</p> <p>224(3) A large-sized contractual arrangement is a contractual arrangement with a supplier that is expected to be worth, exclusive of GST, \$200,000 or more in a financial year.</p>
Local Government Regulation 2012	<p>226 Large-sized contractual arrangement – tenders needed</p> <p>(1) A local government can not enter into a large-sized contractual arrangement unless the local government first invites written tenders for the contract under section 228.</p> <p>(2) This section is subject to division 3.</p>
Local Government Regulation 2012	<p>Division 3 Exceptions for medium-sized and large-sized contractual arrangements</p> <p>232 Exception for register of pre-qualified suppliers</p> <p>(1) This section applies to a medium-sized contractual arrangement or large-sized contractual arrangement for the supply of goods or services.</p> <p>(2) A local government may enter into the contract without first inviting written quotes or tenders if the contract is entered into with a supplier from a register of pre-qualified suppliers that is made in compliance with subsections (3) to (6).</p> <p>(3) A local government may establish a register of pre-qualified suppliers of particular goods or services only if—</p> <ol style="list-style-type: none"> the preparation and evaluation of invitations every time the goods or services are needed would be costly; or the capability or financial capacity of the supplier of the goods or services is critical; or the supply of the goods or services involves significant security considerations; or a precondition of an offer to contract for the goods or services is compliance with particular standards or conditions set by the local government; or

Legislation/Regulation	Section
	<p>e) the ability of local business to supply the goods or services needs to be discovered or developed.</p> <p>(4) A local government must invite suppliers to tender to be on a register of pre-qualified suppliers.</p> <p>(5) The invitation must—</p> <p>f) be made by an advertisement published in a newspaper that circulates generally in the local government area; and</p> <p>g) allow tenders to be given to the local government for at least 21 days after the advertisement is published in the newspaper.</p> <p>(6) When selecting a supplier to be a pre-qualified supplier for the register, the local government must have regard to the sound contracting principles.</p> <p>(7) A pre-qualified supplier is a supplier who has been assessed by the local government as having the technical, financial and managerial capability necessary to perform contracts on time and in accordance with agreed requirements.</p>

Council's Delegations Register as it relates to the Register of Prequalified Suppliers is as follows:

Delegate	Description of power delegated	Local Government Regulation 2012	Date & Resolution No.
Chief Executive Officer	Power to enter into a contract for a medium-sized contractual arrangement for the supply of goods or services with a supplier from a register of pre-qualified suppliers.	Section 232(2)	16 June 2016 160616.08
Chief Executive Officer	Power to establish a register of pre-qualified suppliers of particular goods or services by inviting tenders.	Section 232(3)	16 March 2018 180316.08

Key terms and conditions from Council's standard ROPS Deed of Agreement (Wet Hire) are outlined below (the full template is attached):

Section/Clause	Content
BACKGROUND Item "C"	In reliance on the warranties given and representations made by the Supplier in its tender, the Principal has assessed the Supplier as having the technical, financial and managerial capability to perform contracts in accordance with this Deed and has included the Supplier as a Pre-qualified Supplier on the Pre-qualified Supplier Registers identified in

Section/Clause	Content
	Schedule 1.
DEFINITIONS Definition (j) Hire Contract Definition (vv) Supplier's Plant (detailed in Schedule 2) Definition (aaa) Transport Rate Definition (ccc) Transport Zone	<p>...the Hire Contract may be a Schedule of Rates Hire Contract, a Lump Sum Hire Contract or a Part Lump Sum and Part Schedule of Rates Hire Contract.</p> <p>...means the Plant identified in Schedule 2 and any other Plant which is provided or required to be provided by the Supplier to the Principal pursuant to a Hire Contract.</p> <p>...means the applicable rate, price or sum stated in Schedule 2. To avoid doubt, the Transport Rate refers to the cost associated with both mobilisation and demobilisation from a Transport Zone.</p> <p>...means the geographical area identified in Drawing Number 113-005-SK101 in Schedule 4 of this Deed.</p>
3. TERM Section 3.4	<p>The Supplier acknowledges that it is one supplier on a Register and accepts and agrees that Council may from time to time appoint additional suppliers to or expand the services (items of plant) which current suppliers are able to provide under this Pre-qualified Supplier Register arrangement (in a way that complies with the Local Government Regulation 2012 and this</p> <p>Deed) for the remainder of the Term of this arrangement, provided that each such supplier meets the same or reasonably similar evaluation criteria as to those originally set out in the Request for Tender.</p>
4 PRE-QUALIFIED SUPPLIER REGISTERS Section 4.2	<p>The inclusion of the Supplier on a Pre-qualified Supplier Register entitles the Principal to hire Plant from the Supplier without first seeking other quotes or tenders but does not give rise to any obligation on the Principal to the Supplier, other than as expressly provided in this Deed.</p>
Section 4.3(d)	<p>The Principal is not required to hire any Plant from the Supplier during the Term, or to enter into any Hire Contracts with the Supplier;</p>
Section 4.3(f)	<p>If the Principal does hire Plant from the Supplier:</p> <p>(i) the quantity or value of the Plant hired from the Supplier may be less than the value of Plant hired from other suppliers; and</p> <p>(ii) the Principal may hire Plant from other suppliers with a greater frequency or on a greater number of occasions than the Principal hires Plant from the Supplier; and</p> <p>(g) the Principal may elect to hire all of its Plant from any one or more suppliers on the Pre-qualified Supplier Register, or from suppliers not</p>

Section/Clause	Content
	on the Pre-qualified Supplier Register, to the exclusion of the Supplier.
5. FORMATION OF HIRE CONTRACTS	<p>5.5 Each Hire Contract will be a separate and distinct contract between the parties and will be comprised of:</p> <p>(a) a Purchase Order;</p> <p>(b) any other documents incorporated by reference into the Purchase Order; and</p> <p>(c) this Deed,</p>
6. NATURE OF RELATIONSHIP	The Supplier is an independent contractor of the Principal.
12. HIRE OF PLANT WITH AN OPERATOR	<p>Where the Principal reasonably considers that:</p> <p>(a) any work undertaken by the Supplier or its Personnel under a Hire Contract has not been undertaken in a proper and workmanlike manner and/or in accordance with the Principal's directions; or</p> <p>(b) the Supplier or any of its Personnel has caused any damage to property of the Principal or any other party, then the Principal may direct the Supplier to reconstruct, replace, correct or otherwise rectify the work or property at the Supplier's expense, and may direct the times at which or within which the reconstruction, replacement, correction or rectification is to be carried out.</p> <p>12.5 Without limiting the Principal's other rights, if the Supplier fails to comply with a direction of the Principal under Clause 12.4, then the Principal may carry out the reconstruction, replacement, correction or rectification itself, or have it carried out by others, without further notice to the Supplier and the cost incurred by the Principal in doing so shall be a debt due and payable by the Supplier to the Principal.</p>
15. VARIATIONS	<p>The Principal may at any time, whether before, during or after a Hire Period, direct a variation to a Hire Contract, including by:</p> <p>(a) removing or omitting any of the Hired Plant;</p> <p>(b) requiring additional Plant to be provided;</p> <p>(c) removing or omitting an Operator (so that Plant previously hired with an Operator is hired without an Operator);</p> <p>(d) requiring additional Operators to be provided (so that Plant previously hired without an Operator is hired with an Operator);</p> <p>(e) changing the Hire Start Site or Hire End Site;</p> <p>(f) changing the Hire Start Date or Hire End Date; and/or</p> <p>(g) requiring the Supplier to provide the Hired Plant and/or Operator(s) at locations other than the Hire Start Site and the Hire End Site, and the Supplier must comply with any such direction.</p>
16. RATES	16.1 Unless the parties expressly agree otherwise in writing, the Rates

Section/Clause	Content
	<p>will remain fixed for the Term and will apply to all hire by the Principal of any of the Supplier's Plant during the Term.</p> <p>16.2 No later than twenty one days prior to the expiry of the relevant fixed priced time period, the Supplier may submit a revised Rates Schedule to the Principal for approval. If approved, the revised Rates Schedule shall be fixed for the subsequent twelve (12) months unless the parties expressly agree otherwise in writing.</p> <p>16.3 On receipt of a revised Rates Schedule, the Principal may request an explanation and/or evidence supporting any price increases and the Supplier shall provide such information within three (3) Business Days of such request.</p> <p>16.4 If the Supplier fails to make an application pursuant to Clause 16.2 then the Supplier's Rates Schedule will be deemed unchanged and will remain in force for the subsequent twelve (12) month period.</p>
RATES 16.8	<p>Where a particular Hire Contract under this Deed requires the Supplier to incur expenses for accommodation, meals and living expenses, these costs will be determined by the Principal and the Supplier as part of the Hire Contract.</p>
PAYMENTS 17.3 Timesheets	<p>Unless otherwise agreed by the Principal, the Supplier must provide a Time Sheet to the Principal's Site Representative for approval at the times stated in a Purchase Order, or where no times are stated, at the end of each Working Day. The Supplier must provide such other evidence to support the information provided in a Time Sheet as the Principal may reasonably direct.</p>
PAYMENTS 17.7	<p>Where the Hired Plant is supplied with an Operator, a payment claim must be accompanied by:</p> <ul style="list-style-type: none"> (a) a Time Sheet, signed by the Principal's Site Representative pursuant to Clause 17.4; (b) where an SMU or odometer is fitted to the Hired Plant, evidence of the relevant SMU and/or odometer readings; (c) for water trucks and tipping trucks, gravel and water haulage records, including correct and accurate load haulage details; and (d) a tax invoice which complies with the requirements of the GST Law.
18. PAYMENT OF SUBCONTRACTORS & OTHER PERSONNEL	<p>18.1 The Supplier must not subcontract any of its obligations under the Hire Contract without the prior written consent of the Principal.</p>

5. CONCLUSION

Council established the ROPS to provide greater flexibility and greater efficiency to Council's procurement practices as well as to provide opportunities for local and regional contractors to be engaged without having to move through the resource-intensive process of responding to competitive Request for Quote and Request for Tender processes.

The hope continues to be that Council will be able to more consistently hit the procurement 'sweet spot', where procurement decisions best meet the competing tensions of Council's financial sustainability, the sustainability of the local/regional workforce and the sustainability of Council assets. To do this, Council will need to continue to review and refine all processes associated with the ROPS.

6. OFFICER'S RECOMMENDATION

That Council note the contents of the report.

03.02 Register of Prequalified Suppliers - Overview

That Council note the contents of the report.

Moved: Cr Murray

Seconded: Cr Poole

Carried 180809.02 5/0

Attendance

Cr Camp left the meeting from 2.18pm to 2.20pm.

Declaration: Material Personal Interest

Cr Murray declared a material personal interest in item 04.01 and left the meeting at 2.29pm.

"I declare that I have a material personal interest in this matter (as defined by Local Government Act 2009, section 175B) as follows:-*

(i) My spouse Clinton Murray, my parents Ken and Glenda Booth and my employer Mungabayi Business Association stand to gain a benefit or suffer a loss depending on the outcome of Council's consideration of this matter.

(ii) Clinton Murray stands to gain a benefit or suffer a loss because he is a local contractor; and Ken and Glenda Booth stand to gain a benefit or suffer a loss because they are local contractors; and Mungabayi Business Association stands to gain a benefit or suffer a loss because they are a local supplier.

I will be dealing with this declared material personal interest by leaving the meeting while this matter is discussed and voted on."

04. Closed Session Reports

That Council move into closed session to discuss confidential items as stated in the *Local Government Regulation 2012* in Chapter 8 Administration, Part 2 Local government meetings and committees, under *Sections 275 (1) (c, e and h)*.

(c) the local government's budget;

(e) contracts proposed to be made by it;

(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

Council moved into closed session at 2.30pm.

Moved: Cr Camp

Seconded: Cr Yanner

Carried 180809.03 4/0

Attendance

Madison Marshall left the meeting from 3.24pm to 3.29pm.

Move into Open Session

That the meeting resume in open session to consider recommendations arising out of the closed session.

Council resumed open session at 3.35pm.

Moved: Cr Poole

Seconded: Cr Yanner

Carried 180809.04 4/0

04.01 Closed Session - Burke Shire Council Road Program 2018-19

1. That Council note the contents of the report; and
2. That the report/attachment be deemed a confidential document and be treated as such, and remain confidential unless council decides otherwise by resolution, pursuant to the provisions of the Local Government Regulation 2012 in Chapter 8 Administration, Part 2 Local government meetings and committees, under Sections 275 (1):
 - (c) the local government's budget; and
 - (e) contracts proposed to be made by it; and
 - (h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.
3. That Council endorses the methodology for the 2018 road program as proposed, being for council to operate as prime contractor using crews assembled from council's labour and plant, supplemented where operationally prudent by plant hire from suppliers on council's established register of pre-qualified suppliers.
4. Delegates to the CEO the power pursuant to section 232 (2) of the Local Government Regulation 2012 to enter into contracts for a large-sized contractual arrangement for the supply of goods or services with a supplier from a register of pre-qualified suppliers; and
 - a. That the delegation is subject to the condition that the CEO is authorised to exercise this power for the purposes of engaging contractors from Council's adopted plant hire ROPS to carry out the 2018 road works program.

Moved: Cr Poole

Seconded: Cr Yanner

Carried 180809.05 4/0

05. Closure of meeting

The Chair declared the meeting closed at 3.39pm.

I hereby certify that these pages numbered 1 to 15 – constitute
the Confirmed minutes of the Special Council Meeting of Burke
Shire Council held on Thursday 9 August 2018

Mayor Cr Ernie Camp