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1. DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS:

The President, Cr Girando welcomed those present and opened the meeting at 3.10pm.

2. RECORD OF ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE/DECLARATION OF INTEREST:

Councillor M J Girando
Councillor A K Williams
Councillor M R Bothe
Councillor G George
Councillor B J McDonald
Councillor D B McTaggart
Councillor D A Rackemann
Councillor J K Waite

President
Deputy President

Mr M J Hook
Mr S D Billingham
Mr D R Hadden
Mr K L Bean
Ms Stacey Donohue

Chief Executive Officer
Deputy Chief Executive Officer
Manager Regulatory Services
Acting Manager Works and Services
Minutes Clerk

Declarations of Interest

Councillor/Officer	Item	Interest	Nature
Cr Rackemann	10.4.4	Impartiality	Being that he is the President of the Leeman Country and Sporting Club.
Cr McTaggart	10.1.1	Financial/Impartiality	Being that he is the Vice President of the Leeman Professional Fisherman's Association

Visitors

Luke Sicree
Sean Sicree
Linda Thompson
Bruce Jack
Ian Kelly

3. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE:

3.1 QUESTIONS ON NOTICE FROM MRS BETTY O'CALLAGHAN, OAM

Mrs Betty O'Callaghan, OAM has requested that the following questions be put to Council at the meeting scheduled for Wednesday 15 July 2009. Mrs O'Callaghan will be absent from the area and has asked for Mrs Linda Thompson to attend in her place.

1. Given that a decision has not been made on the break up of Shire boundaries, why did you make the decision to move the CEO to the coast?
2. Have you properly thought out the costs and implications of:-
 - a) moving the CEO to the Coast, ie. Office space and staff?
 - b) The implications of such a move to the CEO's family?

PRESIDENTS RESPONSE

When Council's former CEO Mr Gary Sherry resigned, Council resolved to advise prospective applicants that an eventual move of Council's administration to Leeman was being considered. This was in November 2007.

Council resolved in October 2008 to advise GEHA that Council's residence at Lot 50 Nairn Street Leeman would no longer be available for the Police Department to lease beyond June 2009 as Council required the house as a CEO residence.

The CEO, Mr Mark Hook requested at Council's May 2009 Meeting that it re-consider the resolution to re-acquire Lot 50 Nairn Street as a CEO residence. His given reasons being that the OIC of Leeman Police Station has advised that he was having trouble sourcing another suitable house, and that in light of the Minister for Local Governments announcement on Structural Reform of Local Governments, that it would be best to postpone moving him to Leeman to Live. Mr Hook also outlined the unsettling effect this would have on his family. Council was advised of the financial implications of the lack of rent from GEHA and the costs of moving the Hook household.

Only 4 members of Council were present at the May 2009 Ordinary Meeting of Council and although they resolved to delay the change of residence, later information from the Department of Local Government highlighted the need for an Absolute Majority of Council to change the October 2008 resolution. The Full Council met again in June 2009 but an absolute majority was not obtained – hence the October 2008 resolution stands.

The President was advised by the Department of Local Government that Council could not tell its CEO where to live and that Mr Hook could, if he chose to, seek Industrial Relations advice on this matter. Mr Hook has chosen not to do this.

Council has debated this matter at some length.

At this stage Council has not resolved any matters relating to moving the administration to Leeman, and will fully consider all financial and social implications prior to instituting any changes.

3. Council you please arrange for some seating at the Coorow Netball Courts?

STAFF RESPONSE

Council is unable to provide seating unless it is bolted down. The courts spacing is not wide enough to have bolt down chairs. There is room around the courts to park cars and view games.

4. When will the grounds of the aged persons units be finished? Can I suggest two fruit trees (lemon and mandarin), shrubs and a gazebo be placed in the area between the units?

STAFF RESPONSE

Plants and mulch ordered but there are no plans for a gazebo. Lawns, etc. will be planted in spring.

5. The parking area next to the Medical Centre gets very wet. Council this be rectified by Council, ie. Laying down some blue metal?

STAFF RESPONSE

Staff will lay some blue metal dust when time permits.

4. PUBLIC QUESTION TIME:

Linda Thompson – Coorow Heritage Group

Another window has been broken at the Old Co-Op building in Main Street, Coorow. Can this please be repaired.

STAFF RESPONSE

Window will be boarded up. Will also board up all windows so as no more will be broken.

5. APPLICATIONS FOR LEAVE OF ABSENCE:

1. Cr Waite requested Leave of Absence from 13 August 2009 to 5 September 2009.
2. Cr McDonald requested Leave of Absence from 16 July 2009 to 21 July 2009 and 6 August 2009 to 15 August 2009.

RESOLUTION: **2009-089**

Moved: Cr Rackemann **Seconded:** Cr Williams

That Council grant:

1. Cr Waite Leave of Absence from 13 August 2009 to 5 September 2009;
and
2. Cr McDonald Leave of Absence from 16 July 2009 to 21 July 2009 and 6 August 2009 to 15 August 2009.

CARRIED 8/0

6. PETITIONS/DEPUTATIONS/PRESENTATIONS:

Nil.

7. CONFIRMATION OF MINUTES:

7.1	ORDINARY MEETING HELD WEDNESDAY 17 JUNE 2009 AT THE COOROW DISTRICT HALL, COOROW
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AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	1 July 2009

COMMENT:

Nil

OFFICER RECOMMENDATION:

That the Minutes of the Ordinary Meeting held on Wednesday 17 June 2009 at the Coorow District Hall, Coorow, be confirmed as a true and correct record.

RESOLUTION: **2009-090**

Moved: Cr Williams **Seconded:** Cr Bothe

That the Minutes of the Ordinary Meeting held on Wednesday 17 June 2009 at the Coorow District Hall, Coorow, be confirmed as a true and correct record with the following amendments:

Mr M J Hook Chief Executive Officer was in attendance and Mr S D Billingham was not Acting Chief Executive Officer.

CARRIED 8/0

There are no Special Budget Meeting minutes to confirm as the meeting was changed to a Special Budget Workshop.

8. ANNOUNCEMENTS BY THE PERSON PRESIDING WITHOUT DISCUSSION:

At any meeting of Council the person presiding may announce or raise any matter of interest or relevance to the business of Council or propose a change to the order of business.

Members may move that a change in order of business proposed by the person presiding not be accepted and if carried the change does not take place.

Councillors were again reminded that there are to be no side conversations during debate, all comments are to be directed through the Chair to allow for everyone to have the opportunity to have their say.

CEO Performance Reviews are to be returned to the President within a fortnight, if they are not received from Councillors, the President will report only on the ones she has.

Change the order of business to deal with Items 10.2.3 and 10.2.4 first

RESOLUTION: **2009-091**

Moved: Cr Williams **Seconded:** Cr Waite

That Council change the order of business to deal with Items 10.2.3 and 10.2.4 first.

CARRIED 8/0

9. MATTERS FOR WHICH MEETING MAY BE CLOSED:

For the convenience of members of the public Council may identify, by decision, early in the meeting any matter on the agenda to be discussed behind closed doors and that matter is to be deferred for consideration as the last item of the meeting.

Items for which the meeting will be closed include:

Nil at this time.

10. REPORTS:

Mr Sicree made a presentation to Council regarding the proposal outlined at Item 10.2.3

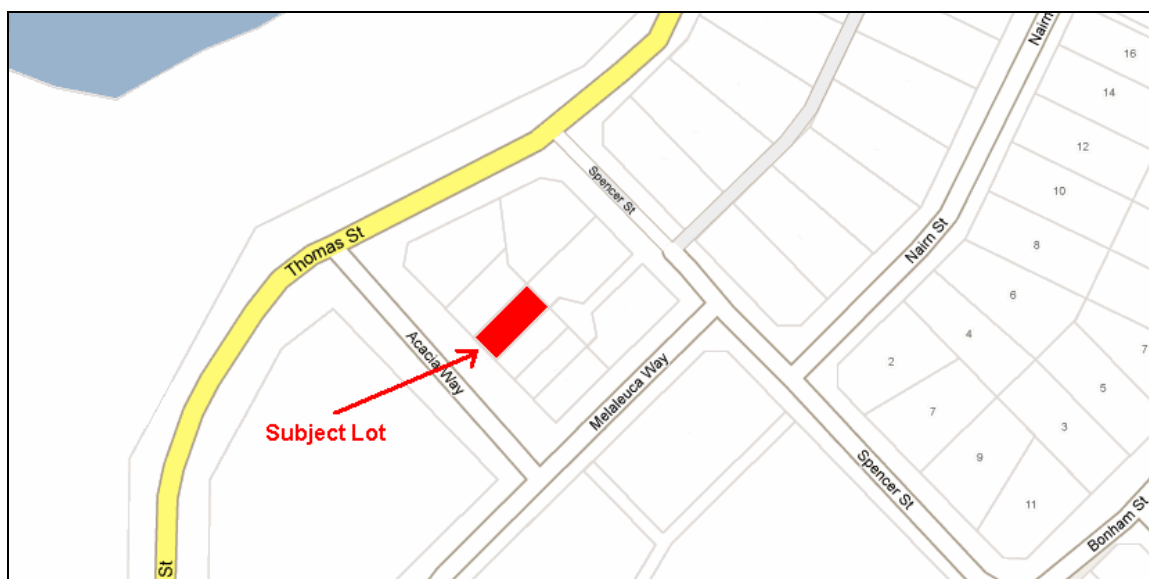
10.2.3 PROPOSED SHORT STAY ACCOMMODATION UNIT – LOT 213 ACACIA WAY, LEEMAN

AUTHOR	Kathryn Jackson
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	7 July 2009
ATTACHMENT	10.2.3 Site, Floor and Elevation Plan
FILE	L213ACA

SUMMARY:

Council is in receipt of an application for one Short Stay Accommodation unit at Lot 213 Acacia Way, Leeman. The subject lot is zoned ‘Commercial’ under Town Planning Scheme No.2. This report recommends refusal of the application.

Figure 1 below provides a location plan for the subject property:



Figures 2 & 3 below are photographs for the subject property



BACKGROUND:

The application proposes to convert an existing office building at Lot 213 Acacia Way, Leeman into one Short Stay Accommodation unit. The existing building is 8m x 17m (136m²) and is of brick construction and the proposal seeks to construct a verandah and ablution facility at the rear of the building. Copies of the applicant's submitted site, floor and elevation plans are included as Attachment 10.4.3.

The proposal seeks to accommodate groups of 4-6 people for stays between two nights to a week with the applicant providing the following justification in regards to their proposal:

- The proposal will bring money into the town with guests buying food, fuel etc from local businesses.
- Development will help promote the area and bring new life to the town
- Development would see the tidy up, landscaping and furnishing of the existing site.

An application for five (5) Short Stay Accommodation units across Lot 213 and adjoining Lot 477 was presented to a meeting of Council held on 24 October 2007 where it was resolved:

“That Council:

- 1. determine that the proposed holiday accommodation units is consistent with the objectives of the Commercial Area (particularly in this area) and determine that the use proposed is therefore a permitted use;*
- 2. approve the development of Tourist Accommodation upon Lot 213 and Lot 477 Acacia Street, subject to:*
 - a. the developer amending the development to incorporate all parking onsite, or the developer coming to an agreement with Council that will have all parking spaces provided within the road reserve immediate adjacent the development;*
 - b. parking being provided at the rate to 2 spaces per unit (all of which can be provided offsite subject to agreement on suitable cash in lieu payments), plus a requirement for 3 additional spaces for the onsite parking of boats (7.5m minim length and 2.8m minimum width);*
 - c. the developer to reformatting the development to provide suitable sized and equipped area of common open space for bbq’s or similar activities, for the use of premises patrons;*
 - d. no unit within the development being occupied by single or multiple tenants for a period of greater than 3 months at any one time;*
 - e. the requirement that if the units are to be subject to separate titling, such title shall only be as a strata scheme arrangement, with appropriate management statements being included in the strata by-laws, or the like, to restrict occupancy of the individual units to short-term only and to ensure suitable management structure and agreements are in place to share financial obligations with respect to care and maintenance of common property; and*
 - f. One of the units being designed for disabled access in accordance with AS 1428.1, and it being made a requirement in any strata management statement that the unit be maintained as such for the life of the strata scheme;*
- 3. indicate that the valuations for the calculation of cash in lieu for parking are appropriate starting point for negotiation for this particular development.”*

The application for five (5) Short Stay Accommodation units was considered a ‘use not listed’ and as such there were three options available to Council in its assessment of the application under the requirements of Section 4.2.2 of the Scheme:

“If a person proposed to carry out on land any use that is not specifically mentioned in the Zoning Table and cannot reasonably be determined as falling within the type, class or genus or activity of any other use category the local government may;

- a) determine that the use is consistent with the objectives of the particular zone and is therefore permitted;*
- b) determine that the use may be consistent with the objectives of the particular zone and thereafter follow the advertising procedures of clause 9.4 in considering an application for planning approval;*
- c) determine that the use is not consistent with the objectives of the particular zone and is therefore not permitted.”*

Staff at that time considered the application for Five (5) Short Stay Accommodation units could be determined under a ‘Hotel’ or ‘Motel’ use. The Schemes Zoning and Development Table indicates that both these uses are ‘A’ uses and thereby cannot be considered by Council without having first been advertised in accordance with Section 9.4.3 of the Scheme. Alternatively, if the proposal was considered a ‘use not listed’ then the Scheme still requires under Section 9.4.1.b that the proposal be advertised in accordance with Section 9.4.3. However the application for five (5) Short Stay Accommodation units was not advertised before its deliberation by Council and therefore the previous decision of Council did not follow the procedures of Section 4.2 and 9.4 and the decision was in contravention of the Scheme.

The definitions of ‘Hotel’ and ‘Motel’ as per the Scheme are as follows:

*“**Hotel** – means premises providing accommodation the subject of a hotel licence under the Liquor Licensing Act 1988, and may include a betting agency on those premises, but does not include a tavern or motel.”*

*“**Motel** – means premises used to accommodate patrons in a manner similar to a hotel but in which specific provision is made for the accommodation of patrons with motor vehicles and may comprise premises licensed under the Liquor Licensing Act 1988.”*

It is debatable whether an application for five (5) Short Stay Accommodation units can be considered within the land use definitions of ‘Hotel’ and ‘Motel’ and therefore suggests that the 24 October 2007 recommendation for approval of the units may not have been appropriate.

COMMENT:

The current proposal for one (1) Short Stay Accommodation unit on Lot 213 Acacia Way, Leeman is considered a use not listed within the Schemes Table 1 - Zoning Table. There are however, two definitions listed within Schedule 1 (2) – Land Use Definitions of Coorow’s Town Planning Scheme that could be applied to the proposal these being:

“Residential Building – has the same meaning as in the Residential Planning Codes;

(R-Codes state: A building or portion of a building, together with rooms and outbuildings separate from such building but incidental thereto; such building being used or intended, adapted or designed to be used for the purpose of human habitation:

- *temporarily by two or more persons; or*
- *permanently by seven or more persons, who do not comprise of a single family, but does not include a hospital or sanatorium, a prison, a hotel, a motel or residential school.”*

“Tourist Accommodation – means development and associated tourism uses such as retailing and services, where such uses are an integral part of the development and are of a scale appropriate to the needs of the development.”

Given that the definitions of ‘Residential Building’ and ‘Tourist Accommodation’ are uses not listed within the Zoning Table but are defined within Schedule 1 (2) – Land Use Definitions of the Scheme, Council is able to make assessment of the proposal in accordance with Section 4.2.2 of the Scheme.

Coorow’s Town Planning Scheme No.2 states that the objective of the ‘Commercial’ zone is:

“To provide for retailing shopping, office and commercial development, and social, recreational, and community activities servicing the town as a whole.”

The objective for the commercial zone is not considered to encompass such land uses as ‘Residential Building’ or ‘Tourist Accommodation’ and therefore the application for one (1) Short Stay Accommodation unit is not considered to be aligned with the objective of the ‘Commercial’ zone. The intent is to protect the area from sensitive land uses that may compromise the use of the area for commercial purposes. Introducing this land use may create a potential land use conflict and over time compromise or prevent the establishment of business-related uses within the commercial area.

The proposal is not deemed to align with the intent of the objective of the zone so as per Section 4.2.2.c this report recommends refusal of the Short Stay Accommodation unit.

STATUTORY ENVIRONMENT:

Lot 213 Acacia Way, Leeman is zoned ‘Commercial’ under Coorow’s Town Planning Scheme No.2 and potential land uses that can be considered by Council are listed within the Table 1 - Zoning Table and/or are required to comply with the objectives of the commercial zone as stated in Section 4.2 of the Scheme.

Section 5.11.2 of the Scheme does allow for some consideration of residential accommodation within the ‘Commercial’ zone but sets specific requirements as follows:

“Where the ground floor of a multi-storey building is used for the purpose of shops or offices, the upper floors of such buildings may be used for the purposes of shops, offices or residential accommodation providing that:

- *The residential use is confined to the upper floor.*
- *The residential use is used only by the owner/occupier of the shop or office within the same building.”*

Therefore in considering the merits of this proposal it does not meet the requirements of Section 5.11.2 of the Scheme as the existing building is single storey and the application is for patrons that are neither the owners and/or occupiers of the property.

STRATEGIC IMPLICATIONS:

The subject lot is located within the only sizeable commercial area in the Leeman locality, and on this basis this report recommends refusal of the application to reduce potential land use conflicts that may arise from introducing short term accommodation uses into commercially zoned areas. To introduce these sensitive land uses may in the future compromise the establishment of permitted commercial uses which cannot be located on other zoned land thereby hindering the expansion of commercial ventures for the Leeman locality. The Scheme establishes two ‘Tourist Accommodation’ zones elsewhere in the Leeman town site that are intended to cater for application of this type.

POLICY IMPLICATIONS:

There are no policy implications as Council has not adopted a Local Planning Policy relevant to Short Stay, Tourist Accommodation or the like.

FINANCIAL IMPLICATIONS:

Nil, however should Council refuse this application and the applicant proceed to exercise their right of appeal a further cost in terms of staff hours is likely to be imposed on Council through its involvement in the State Administrative Tribunal appeal process.

VOTING REQUIREMENT:

Simple Majority required.

OFFICER RECOMMENDATION:

That Council having taken into consideration the provisions of Town Planning Scheme No.2 and the objectives of the ‘Commercial’ zone, refuse planning approval for one (1) Short Stay Accommodation unit upon Lot 213 Acacia Way, Leeman for the following reasons:

1. The proposed use of ‘Short Stay Accommodation’ is not a listed use for the ‘Commercial’ zone under Table 1 – Zoning Table of the Scheme;

2. The proposed land use is not considered consistent with the objectives of the 'Commercial' zone as outlined in Section 4.2 of the Scheme;
3. Council is not satisfied that there is sufficient circumstances that warrant departure from the objectives of the 'Commercial' zone;
4. The proposed development is not considered consistent with the orderly and proper planning of the locality and the preservation of the amenities of the locality. The proposed use is considered likely to cause potential land use conflicts that may impose unnecessary restrictions on the development of the 'Commercial' zone;
5. Approval of this application may well set an undesirable precedent for further approvals for Short Stay Accommodation applications; and
6. There is undeveloped land currently zoned 'Tourist Accommodation' within the Leeman town site that has been identified for short stay purposes.

RESOLUTION: 2009-092

Moved: Cr Williams

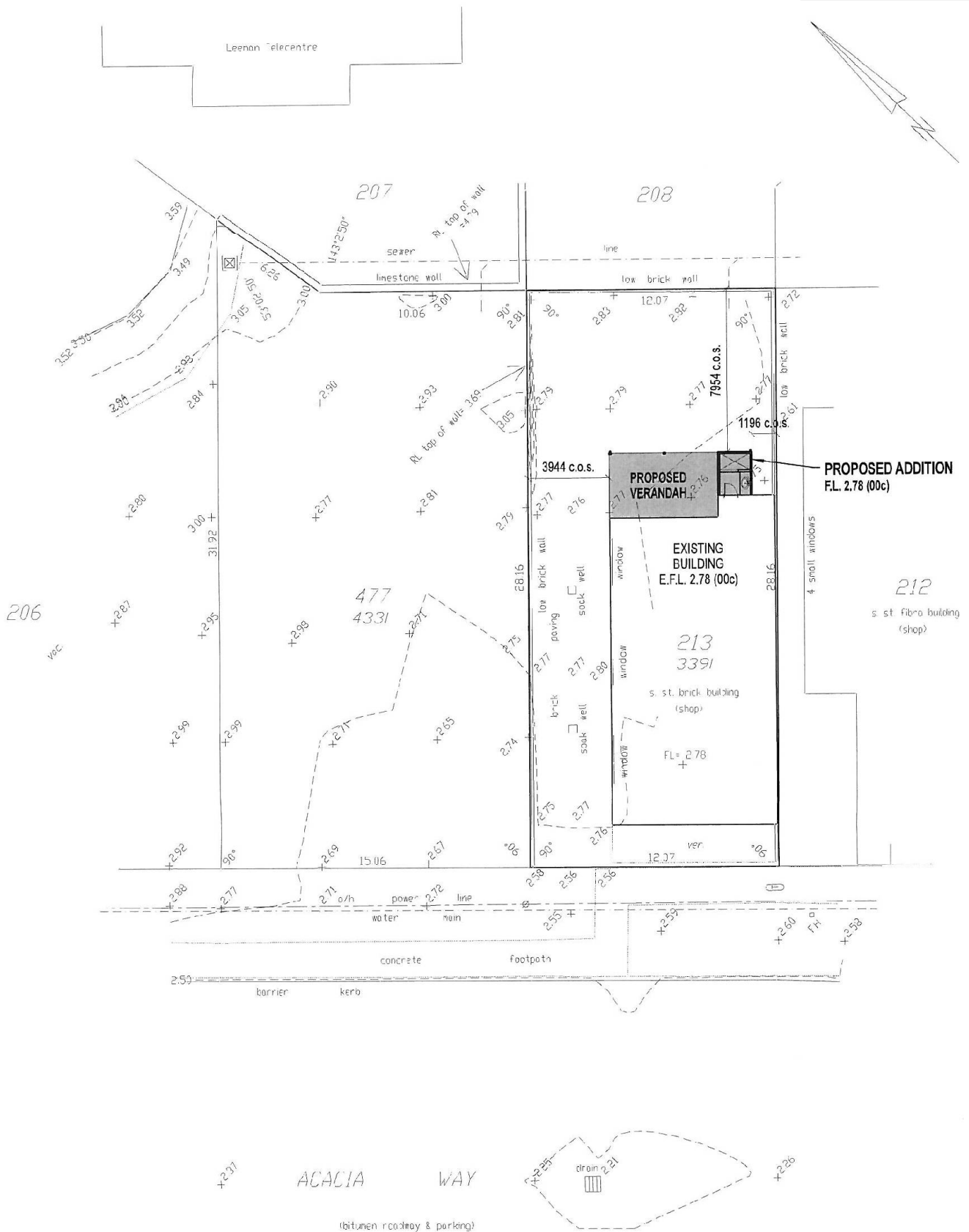
Seconded: Cr Rackemann

That Council advertise the application for one (1) Short Stay Accommodation unit at Lot 213 Acacia Way, Leeman for a period of fourteen (14) days in accordance with Clause 9.4.3 of the Shire of Coorow Town Planning Scheme No.2, and at the expiration of the specified advertising period the application be brought back to Council for its determination.

CARRIED 7/1

Council's Resolution differed from the Officer Recommendation as Council believes that there is a shortage of Short Stay Accommodation in the coastal areas of the Shire of Coorow and felt that this application addresses this shortage and should be supported.

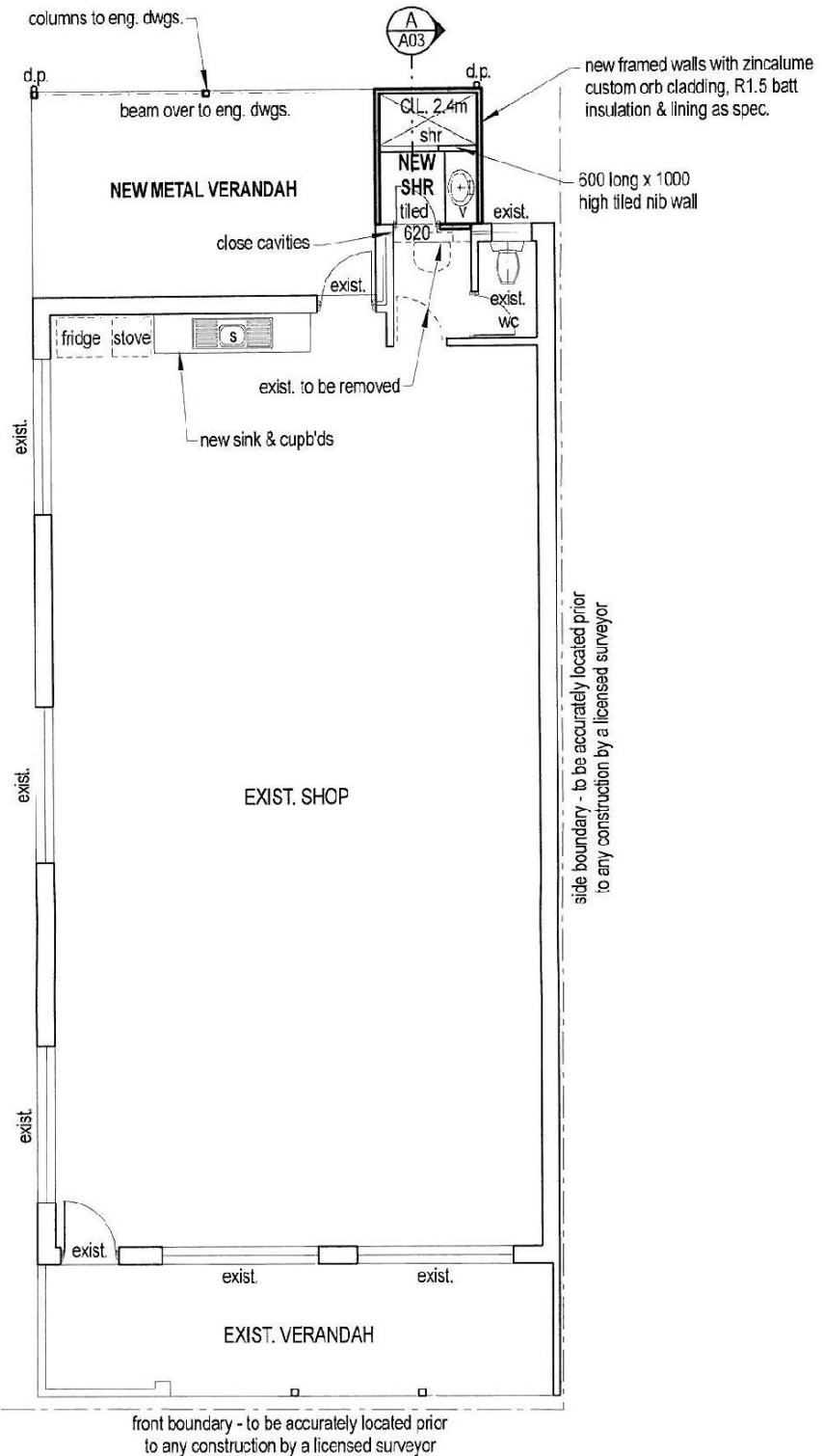
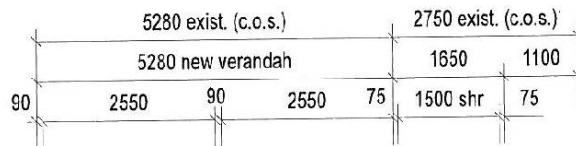
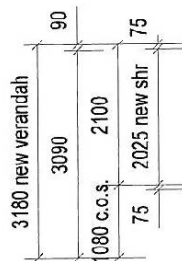
Attachment 10.2.3



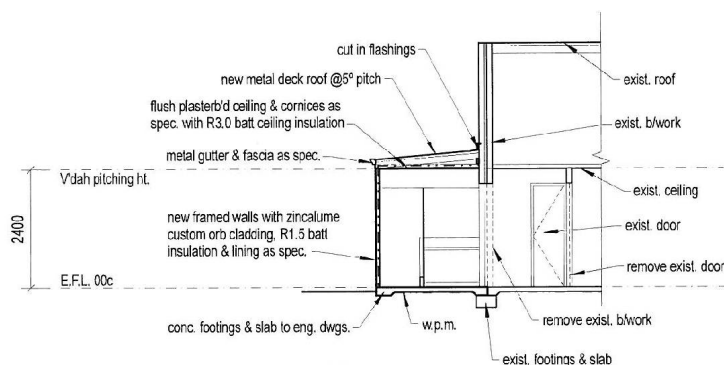
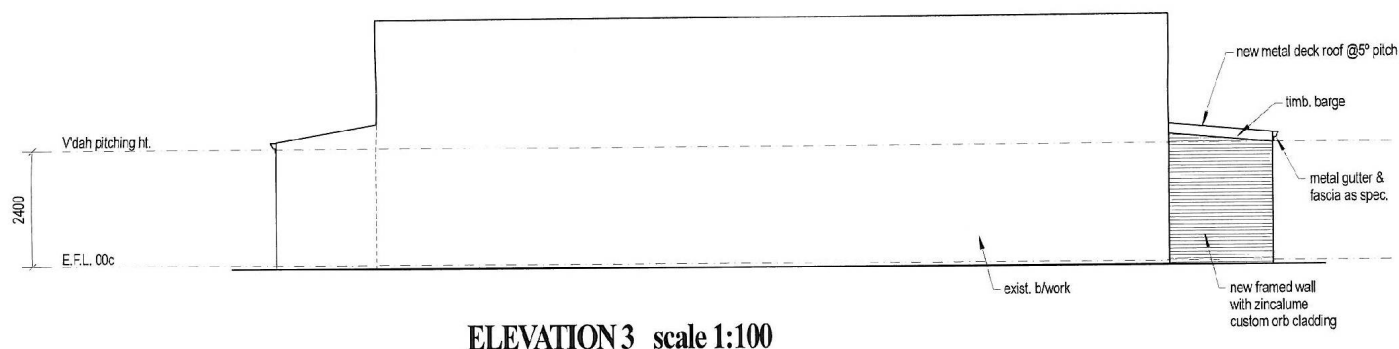
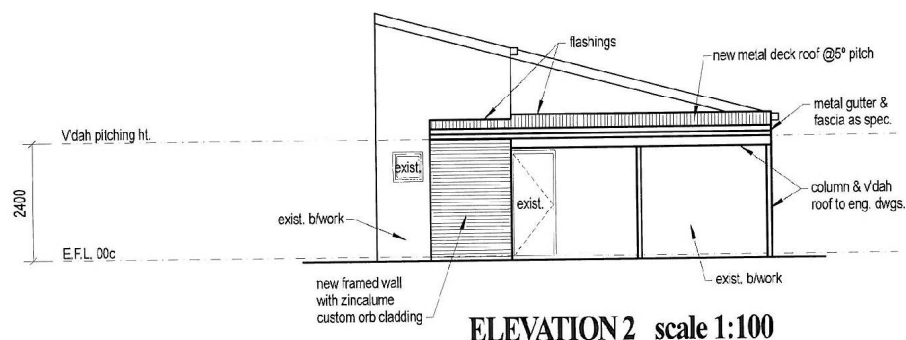
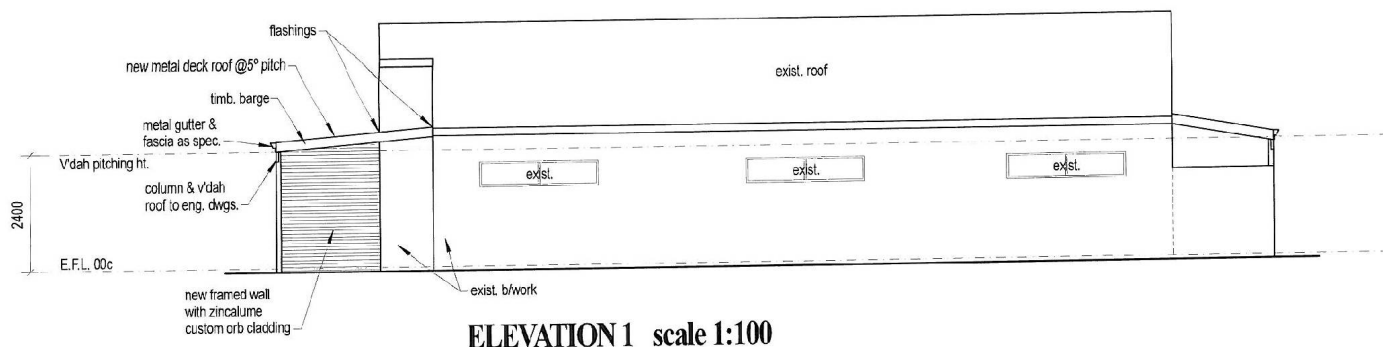
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2

3



FLOOR PLAN scale 1:100



NOTES:
 CHECK ALL DIMENSIONS ON SITE PRIOR TO CONSTRUCTION.
 REFER TO ENG. DWGS. FOR ALL STRUCTURAL REQUIREMENTS.
 ALLOW FOR SMOKE DETECTORS.
 ALL MATERIALS TO MATCH EXISTING.
 T.M.E. = TO MATCH EXISTING.
 C.O.S. = CHECK ON SITE.
 ALL AREAS ARE APPROXIMATE ONLY.
 MASONRY TO COMPLY WITH AS3700.
 WINDOWS TO COMPLY WITH AS2047.
 DIMENSIONS TO STRUCTURE - ALLOW FOR FINISHES.
 OWNER TO CONFIRM SIZE OF APPLIANCE RECESSES PRIOR TO CONSTRUCTION.
 DESIGN SUBJECT TO CONFIRMATION OF SITE CONDITIONS, LOCATION
 OF SERVICES & APPROVAL OF LOCAL & OTHER RELEVANT AUTHORITIES.
 LOCATION OF BOUNDARIES TO BE CONFIRMED AND REPEGGED
 BY A LICENSED SURVEYOR PRIOR TO ANY CONSTRUCTION.

Mr Ian Kelley made a presentation to Council regarding the proposal outlined at Item 10.2.3

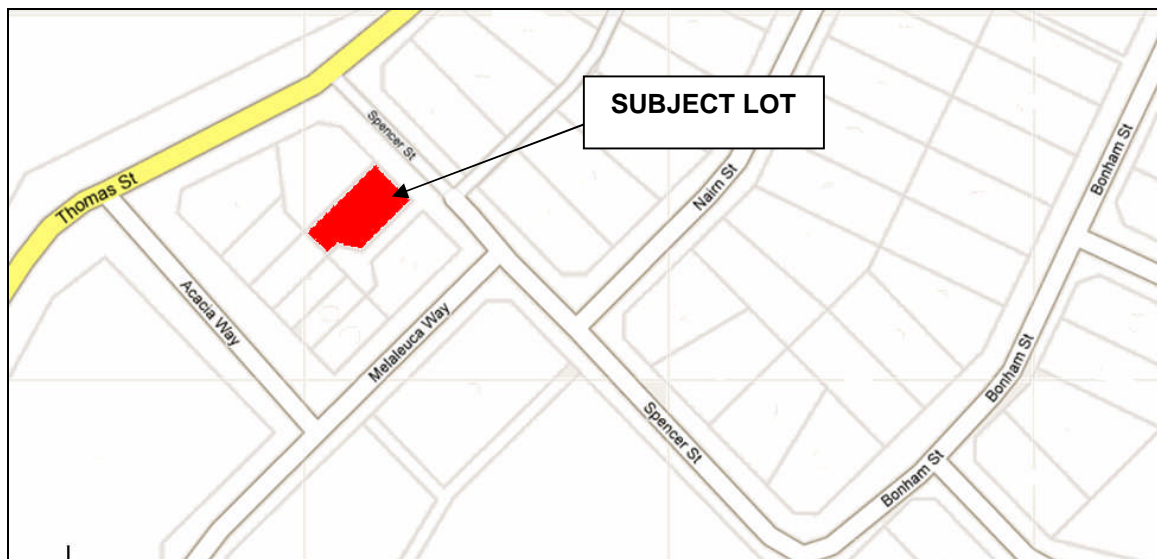
**10.2.4 PROPOSED SHORT STAY ACCOMMODATION UNIT – LOT 208
SPENCER STREET, LEEMAN**

AUTHOR	Kathryn Jackson
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	7 July 2009
ATTACHMENT	10.2.4 Site/Floor Plan
FILE	L208SPE

SUMMARY:

Council is in receipt of an application for one Short Stay Accommodation unit at Lot 208 Spencer Street, Leeman. The subject lot is zoned ‘Commercial’ under Town Planning Scheme No.2. This report recommends refusal of the application.

Figure 1 below provides a location plan for the subject property:



BACKGROUND:

The application proposes to convert an existing real estate office building into one Short Stay Accommodation unit at Lot 208 Spencer Street, Leeman. The existing building is of a framed construction with fibre cement cladding with a verandah on the front elevation. Copies of the applicant’s submitted site plan/floor plan is included as Attachment 10.2.4.

Figure 2 & 3 – Subject property as seen from Spencer Street



The proposal seeks to be a mixed use development of accommodation and commercial uses. The applicant proposes to provide accommodation for patrons within the existing building and use the site (including the walls of the building) to advertise real estate through the use of signage.

COMMENT:

The proposal for one (1) Short Stay Accommodation unit on Lot 208 Spencer Street, Leeman is considered a use not listed within the Scheme's Table 1 - Zoning Table. There are however, two definitions listed within Schedule 1 (2) – Land Use Definitions of Coorow's Town Planning Scheme that could be applied to the proposal, these being:

***“Residential Building** – has the same meaning as in the Residential Planning Codes;*

(R-Codes state: A building or portion of a building, together with rooms and outbuildings separate from such building but incidental thereto; such building being used or intended, adapted or designed to be used for the purpose of human habitation:

- temporarily by two or more persons; or*
- permanently by seven or more persons, who do not comprise of a single family, but does not include a hospital or sanatorium, a prison, a hotel, a motel or residential school.”*

“Tourist Accommodation – means development and associated tourism uses such as retailing and services, where such uses are an integral part of the development and are of a scale appropriate to the needs of the development.”

Given that the definitions of ‘Residential Building’ and ‘Tourist Accommodation’ are uses not listed within the Zoning Table but are defined within Schedule 1 (2) – Land Use Definitions of the Scheme, Council is able to make assessment of the proposal in accordance with Section 4.2.2 of the Scheme.

Council’s Town Planning Scheme No.2 states that the objective of the ‘Commercial’ zone is:

“To provide for retailing shopping, office and commercial development, and social, recreational, and community activities servicing the town as a whole.”

The objective for the commercial zone is not considered to encompass such land uses as ‘Residential Building’ or ‘Tourist Accommodation’ and therefore the application for one (1) Short Stay Accommodation unit is not considered to be aligned with the objective of the ‘Commercial’ zone. The intent is to protect the area from sensitive land uses that may compromise the use of the area for commercial purposes. Introducing this land use may create a potential land use conflict and over time compromise or prevent the establishment of business-related uses within the commercial area.

The proposal is not deemed to align with the intent of the objective of the zone so as per Section 4.2.2.c this report recommends refusal of the Short Stay Accommodation unit.

STATUTORY ENVIRONMENT:

Lot 208 Spencer Street, Leeman is zoned ‘Commercial’ under Coorow’s Town Planning Scheme No.2 and potential land uses that can be considered by Council are listed within the Zoning Table and/or are required to comply with the objectives of the commercial zone as stated in Section 4.2 of the Scheme.

Section 5.11.2 of the Scheme does allow for some consideration of residential accommodation within the ‘Commercial’ zone but sets specific requirements as follows:

“Where the ground floor of a multi-storey building is used for the purpose of shops or offices, the upper floors of such buildings may be used for the purposes of shops, offices or residential accommodation providing that:

- *The residential use is confined to the upper floor.*
- *The residential use is used only by the owner/occupier of the shop or office within the same building.”*

Therefore in considering the merits of this proposal it does not meet the requirements of Section 5.11.2 of the Scheme as the existing building is single storey and the application is for patrons that are neither the owners and/or occupiers of the property.

STRATEGIC IMPLICATIONS:

The subject lot is located within the only sizeable commercial area in the Leeman locality, and on this basis this report recommends refusal of the application to reduce potential land use conflicts that may arise from introducing short term accommodation uses into commercially zoned areas. To introduce these sensitive land uses may in the future compromise the establishment of permitted commercial uses which cannot be located on other zoned land thereby hindering the expansion of commercial ventures for the Leeman locality. The Scheme establishes two 'Tourist Accommodation' zones elsewhere in the Leeman town site that are intended to cater for application of this type.

POLICY IMPLICATIONS:

There are no policy implications as Council has not adopted a Local Planning Policy relevant to Short Stay, Tourist Accommodation or the like.

FINANCIAL IMPLICATIONS:

Nil, however should Council refuse this application and the applicant proceed to exercise their right of appeal a further cost in terms of staff hours is likely to be imposed on the Shire through its involvement in the State Administrative Tribunal appeal process.

VOTING REQUIREMENT:

Simple Majority required.

OFFICER RECOMMENDATION:

That Council having taken into consideration the provisions of Town Planning Scheme No.2 and the objectives of the 'Commercial' zone, refuse planning approval for one (1) Short Stay Accommodation unit upon Lot 208 Spencer Street, Leeman for the following reasons:

1. The proposed use of 'Short Stay Accommodation' is not a listed use for the 'Commercial' zone under Table 1 – Zoning Table of the Scheme;
2. The proposed land use is not considered consistent with the objectives of the 'Commercial' zone as outlined in Section 4.2 of the Scheme;
3. Council is not satisfied that there is sufficient circumstances that warrant departure from the objectives of the 'Commercial' zone;
4. The proposed development is not considered consistent with the orderly and proper planning of the locality and the preservation of the amenities of the locality. The proposed use is considered likely to cause potential land use conflicts that may impose unnecessary restrictions on the development of the 'Commercial' zone;

5. Approval of this application may well set an undesirable precedent for further approvals for Short Stay Accommodation applications;
6. There is undeveloped land currently zoned 'Tourist Accommodation' within the Leeman town site that has been identified for short stay purposes.

RESOLUTION: **2009-093**

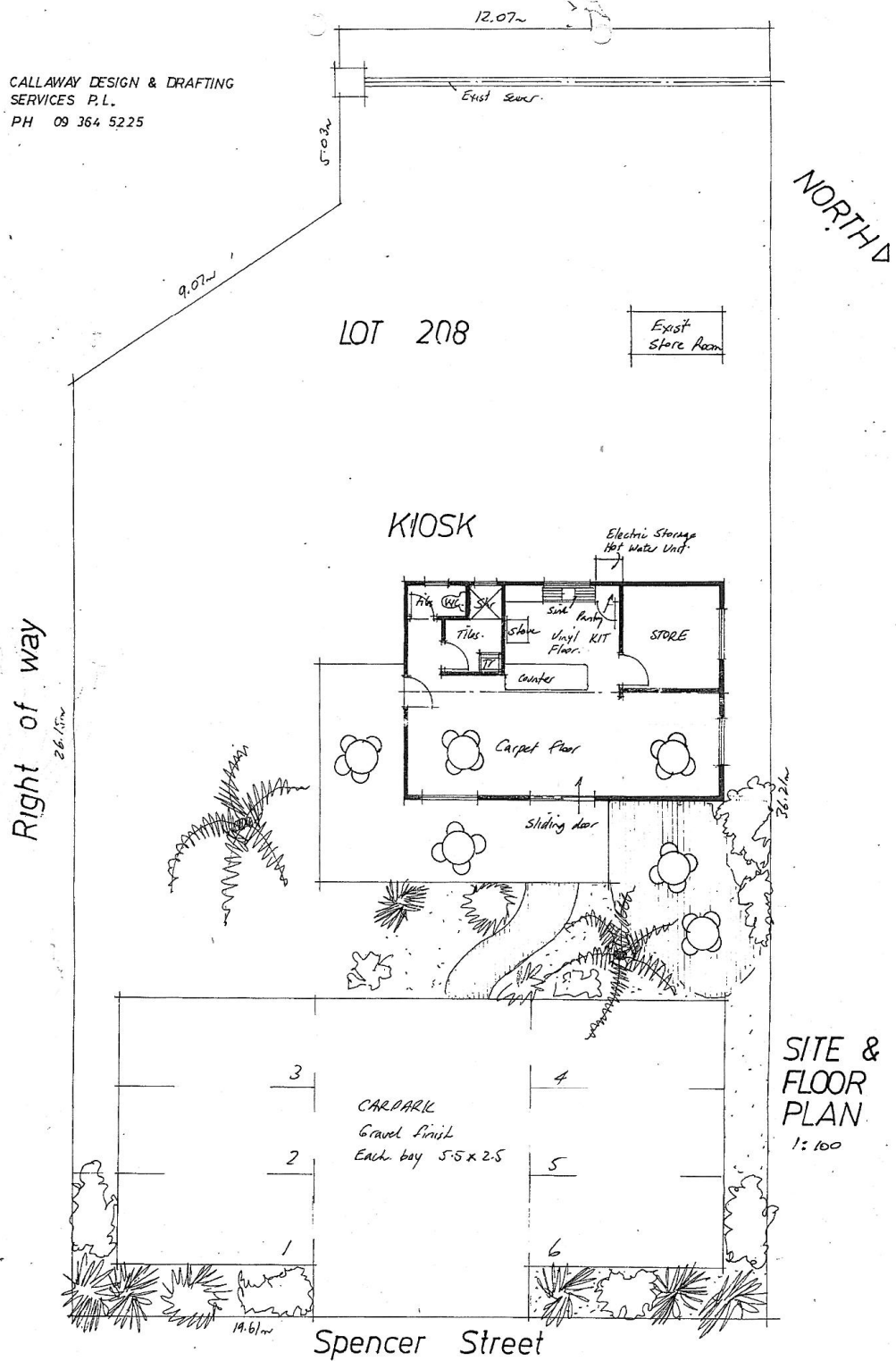
Moved: Cr Waite

Seconded: Cr Williams

That this matter lay on the table until the August 2009 Ordinary Meeting to allow for further information to be sought.

CARRIED 8/0

CALLAWAY DESIGN & DRAFTING
SERVICES P.L.
PH 09 364 5225



PROPOSED KIOSK FOR MR CHAMBERLAIN
LOT 208 SPENCER ST LEEMAN

JFC Sept 91

91 022

10.1 CHIEF EXECUTIVE OFFICER:

Cr McTaggart declared a Direct Financial and Impartiality Interest in Item 10.1.1 and left the meeting at 3.59pm

RESOLUTION: 2009-094

Moved: Cr Rackemann **Seconded:** Cr McDonald

That Council allow Cr McTaggart to re-enter the room to answer questions but not enter into debate.

CARRIED 6/1

Cr McTaggart returned to the meeting at 4.01pm.

10.1.1 LEASE LOT 52 THOMAS STREET, LEEMAN

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	6 July 2009
ATTACHMENT	10.1.1a Letter to Leeman Professional Fisherman's Association 2005 10.1.1b Vesting Order Lot 52 Thomas Street, Leeman 10.1.1c Lease Lot 52 Thomas Street, Leeman
FILE	L1.2, L52- THO

SUMMARY:

The Lease on Lot 52 Thomas Street, Leeman which has been with the Leeman Professional Fisherman's Association expired on 30 June 1994 and needs to have either a new lease drawn up or the land reverted back to the Shire of Coorow. The current vesting of the land is for the Purposes Associated with the Fishing Industry and any new usage for the land would need to fit with in the vesting order parameter or a request to change the vesting would be required.

BACKGROUND:

The lease on Lot 52 Thomas Street, Leeman expired on 30 June 1994. It appears the original lease to the Leeman Professional Fisherman's Association was for a five year period from 1 June 1989 to 30 June 2004 for an annual rental of \$50 per year with the lessee responsible for all rates and charges.

Council's previous Manager of Community Development advised the Leeman Professional Fisherman's Association in November 2005 that the lease expired on 30 September 2004 and it appears no reply has been received from the Leeman Professional Fisherman's Association.

A copy of the letter forwarded to the Leeman Professional Fisherman's Association on 3 November 2005 is included at Attachment 10.1.1a.

Shire records do not indicate why the Leeman Professional Fisherman's Association had been advised that the lease would expire when the lease clearly shows the term commencing on 1 June 1989 and expiring on 30 June 2004.

A copy of the vesting order and Lease is attached as attachments 10.1.1b and 10.1.1c respectively

COMMENT:

Council needs to either advise the Leeman Professional Fisherman's Association that it is willing to enter into a new agreement for the land at Lot 52 Thomas Street, Leeman on the grounds of the original lease for a period not exceeding twenty one years at a current commercial rental, or advise the Leeman Professional Association that the Shire of Coorow requires the land and wishes to amend the vesting for the requirements of the Shire of Coorow.

The Leeman Professional Fisherman's Association also needs to be advised that as the site is now believed to be a contaminated site they must ensure the site is in a suitable state of repair and free of any contamination prior to vacating the land.



This area of land is on the foreshore of Leeman and could possibly be used for the provision of quality staff housing; this would require a change to the vesting order.

Council would have to request the Minister for Lands to amend the management order to use of 'Staff Housing for the Shire of Coorow'. The land is currently zoned 'Special Use – Purpose Associated with the Fishing Industry' and Council would need to go through a full Scheme Amendment process to rezone the land for residential purposes.

Council currently has a lack of residential blocks for staff housing in Leeman and this may be one way to overcome this issue. Although a management order is not holding title to the land it is however a good option as Council would not have to purchase the land which at the current valuations for the Thomas Street Subdivision is anywhere from \$229,000 to \$295,000 per block. Should the land be rezoned to 'Residential R15' which is the same zoning as the adjoining land to the east it would be possible to create four residential 'lots'.

STATUTORY ENVIRONMENT:

Lease Agreement with Leeman Professional Fisherman's Association.
Shire of Coorow Town Planning Scheme No. 2.

Local Government Act 1995
Land Administration Act 1997

STRATEGIC IMPLICATIONS:

GOAL 2 - SERVICES

Ensure the community has access to quality facilities and services to allow a safe and vibrant lifestyle.

GOAL 3 - INFRASTRUCTURE

Introduce, maintain and upgrade assets and infrastructure which meet community needs through a timely and cost effective process.

GOAL 4 - ECONOMY

Support and promote a resilient local economy.

GOAL 5 - ENVIRONMENT

Work to enhance, utilise and conserve natural resources.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

Loss of Lease Rental.

PUBLIC CONSULTATION:

No Public Consultation has taken place at this stage however under the rezoning process Council would need to advertise the application to all surrounding landowners and government agencies for a period of 42 days.

VOTING REQUIREMENT:

Simple Majority.

OFFICER RECOMMENDATION ONE:

That Council advise the Leeman Professional Fisherman's Association that it requires Lot 52 Thomas Street, Leeman and the Leeman Professional Fisherman's Association must vacate the property ensuring the site is clear of any contamination.

Cr McTaggart left the meeting at 4.08pm.

RESOLUTION: 2009-095

Moved: Cr George

Seconded: Cr Williams

That Council:

1. *write to the Leeman Professional Fishermans Association requesting whether they wish to re-lease Lot 52 Thomas Street, Leeman; and*
2. *that the Leeman Professional Fishermans Association be requested to keep Lot 52 Thomas Street, Leeman in a clean, orderly condition.*

CARRIED 7/0

Council's Resolution differed from the Officers Recommendation as Council believes that the Leeman Professional Fishermans Association should be given the option to renew the Lease.

Council adjourned the meeting at 4.08pm

Council resumed the meeting at 4.22pm

Cr McTaggart was in attendance at the resumption of the meeting.

VOTING REQUIREMENT:

Simple Majority

OFFICER RECOMMENDATION TWO:

That the Chief Executive Officer request the Minister of Lands to change the management/vesting order on Lot 52 Thomas Street, Leeman from the purpose associated with the fishing industry to 'Shire of Coorow Staff Housing'.

VOTING REQUIREMENT:

Simple Majority

OFFICER RECOMMENDATION THREE:

That Council commence, upon receipt of a response from the Minister of Land, the rezoning process for Lot 52 Thomas Street, Leeman from the 'Special Use – Purposes Associate with the Fishing Industry' to 'Residential R15' zone.



Shire of Coorow

Morcombe Road
P.O. Box 238
LEEMAN WA 6514

Telephone: (08) 9953 1388

Facsimile: (08) 9953 1377

Email: leeman@coorow.wa.gov.au

Enquiries:

Your Ref:

Our Ref:

L52 - THO

Leeman Professional Fisherman's Association
C/- PO
Leeman WA 6514

Dear Sir,

LEASE OVER LOT 52 THOMAS STREET, LEEMAN

The above lease was for a 21 year term from 30 September, 1983. The period of the current lease expired on 30 September, 2004.

Until a clear determination has been made with respect to the surrender of the land or extension of the lease the obligations indicated of the Professional Fisherman's Association continue to apply until surrender of the site has been accepted by the Council.

One of the issues that need to be addressed on one level or another is the potential for the site to have become contaminated. Certainly the site usage for the purpose of boat maintenance raises that possibility and it is likely that the Department of Environment (D of E) is likely to require consideration of such issue before any change in land-use can be made.

The D of E Document identifies that boat maintenance is a potentially contaminating land use. The potential being soil contamination with metals (Copper, Chromium, Lead, Mercury, Zinc) and Anti-fouling paints such as Organotin and Tributyltin.

It is understood that the association may be considering the surrender of the lease. For a surrender to be effected it will be necessary that some discussions occur as to the works and the manner in which any liability in relation to soil contamination is to be dealt with.



I enclose a scanned copy of lease documentation for your reference and consideration in relation to this matter.

Should you have any queries in relation to this matter please contact the undersigned.

Yours faithfully

A handwritten signature in black ink, appearing to read 'John Randall', is written over a large, faint, circular stamp or watermark.

JOHN RANDALL
MANAGER, COMMUNITY DEVELOPMENT

Thursday, 3 November 2005

SHIRE OF COOROW

DOLA

Department of LAND ADMINISTRATION

Your Ref: L.53

Our Ref: 1271/977 TMCK:DR

Telephone: 323 1276

Enquiries: MR T McKINLEY

Shire Clerk
Shire of Coorow
PO Box 42
COOROW WA 6515

Stone

File	L.53
RECEIVED	
21 SEP 1992	
Meeting	none/none/12
Reply	none/none/none

* Copy of Lease sent to GFC.

Final Advertising
done 13/7/92.

RFB.

Dear Sir

**LEASE AGREEMENT - SHIRE OF COOROW AND GERALDTON
FISHERMANS CO-OP**

I refer to your letter dated August 17, 1992 and return the lease agreement in duplicate which has been duly executed on behalf of the Hon. Minister for Lands.

Yours faithfully

[Signature]
R PUMPHREY
A/MANAGER
ACQUISITIONS, ROADS & RESERVES
LAND OPERATIONS DIVISION

September 15, 1992

Enc.

09DRLP38

LAND ACT, 1933
(Section 33)

VESTING ORDER

File No. 1271/77

I, Rear-Admiral Sir Richard John Trowbridge, Knight Commander of the Royal Victorian Order, Knight of Grace of the Most Venerable Order of the Hospital of St. John of Jerusalem, Governor in and over the State of Western Australia and its Dependencies in the Commonwealth of Australia, do hereby, in pursuance of the powers enabling me in that behalf, and under and by virtue of the provisions of Section 33 of the Land Act 1933, direct that Reserve No. 34516 (Leeman Lots 52 and 53)

shall vest in and be held by the Shire of Coorow

in trust for the following objects and purposes (that is to say)

"Purposes Associated with the Fishing Industry"

or other the purposes for which the land is reserved, with power to the said

Shire of Coorow

subject to the approval in writing of the Minister for Lands and Surveys to each and every lease or assignment of lease being first obtained, to lease the whole or any portion thereof for any term not exceeding twenty one (21) years from the date of the lease, subject nevertheless to the powers reserved to me by Section 37. of the said Act; provided that no such lease or assignment of lease shall be valid or operative until the approval of the Minister for Lands and Surveys, or an officer authorised in that behalf by the Minister, has been endorsed on the Lease Instrument, or Deed of Assignment, as the case may be.

Given under my hand, at Perth,

this 30TH day

of SEPTEMBER 1983

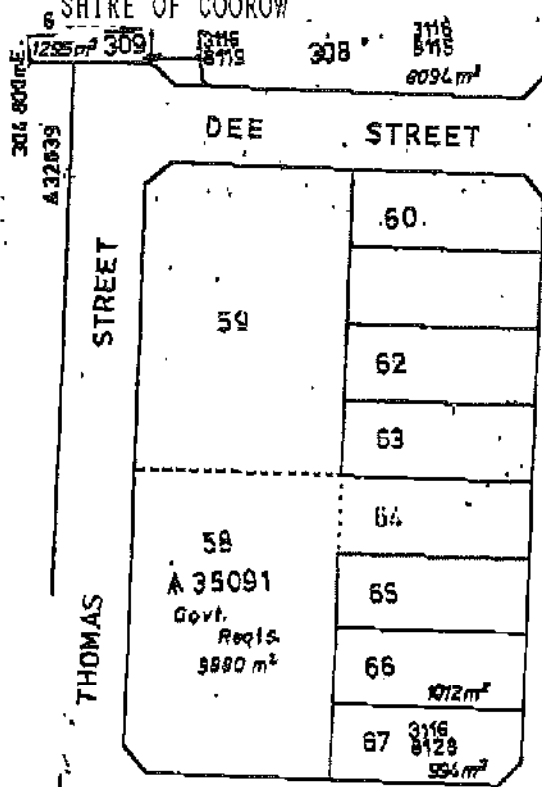
R. Trowbridge

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No. 2638
P. 4

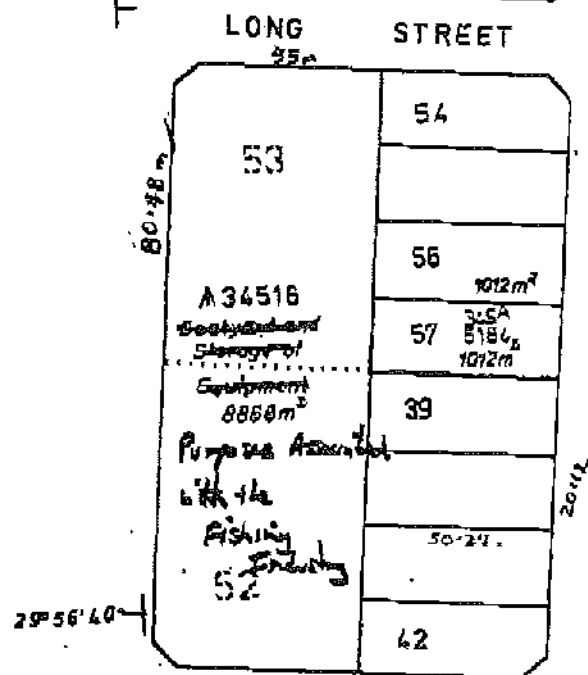
SHIRE OF COOROW LEEMAN OFFICE
COOROW SHIRE LEEMAN
NOR

15. Jun. 2009 10:46

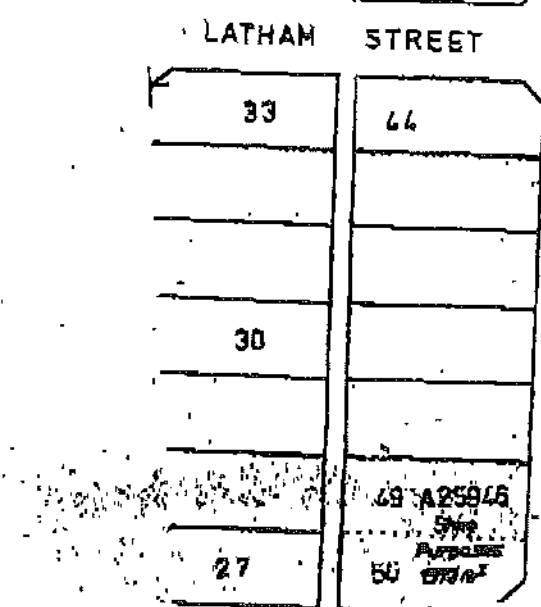
No. 7561 P. 3



480
3,920



A 31682
469
Recreation
6.4617 ha



A31365
197
Club & Club Premises
2-7185ha

DATED

1989

B E T W E E N : -

THE SHIRE OF COOROW
("the Lessor")

- a n d -

LEEMAN PROFESSIONAL FISHERMAN'S ASSOCIATION
("the Lessee")

L E A S E

Glynn & Gray

BARRISTERS & SOLICITORS

10 FORREST ST

GERALDTON W.A. 6530

TEL: (099) 21 2344

RECEIVED TIME
No. 2638 P. 9

3. JUN. 9:25

SHIRE OF COOROW LEEMAN OFFICE

COOROW SHIRE LEEMAN

15. Jun. 2009 10:46

SHIRE OF COOROW

WESTERN AUSTRALIA STAMP DUTY
02/06/89 3135115 DLP *****2.00
3135018 0/S 5.00

THIS LEASE is made the
One thousand nine hundred and eighty eight

day of

B E T W E E N : -

THE SHIRE OF COOROW whose administrative offices are
situated at Main Street Coorow in the State of Western
Australia (hereinafter called "the Lessor")

- AND -

LEEMAN PROFESSIONAL FISHERMAN'S ASSOCIATION of Leeman in
the said State (hereinafter called "the Lessee")

W H E R E A S : -

- (a) Pursuant to a vesting order made on the 30th
September 1983 the land comprising Reserve number
34516 (Leeman Lot 52 and 53) is vested in the Lessor
UPON TRUST for the objects and purposes associated
with the fishing industry.
- (b) The Lessor is empowered to let the whole or any
portion of the said land for any term not exceeding
TWENTY ONE (21) years subject to the conditions
contained in the said vesting order.
- (c) The Lessee is desirous of taking upon lease a
portion of the said land to be used by the Lessee
for purposes associated with the fishing industry,
and
- (d) The parties hereto have agreed that they will
execute a lease as is hereinafter set out.

NOW THIS LEASE WITNESSETH AS FOLLOWS:-

1. The Lessor leases to the Lessee and the Lessee takes
upon lease all that the land being Leeman lot 52 and being
that land depicted on the plan annexed hereto and therein
outlined in green being Portion of Reserve Number 34516



RECEIVED TIME
No. 2638 P. 7

3. JUN. 9:25

SHIRE OF COOROW LEEMAN OFFICE

15. JUN. 2009 10:46

(Lesman Lot 52 and 53) the subject of a vesting order made on the 30th September 1983 for the term of FIVE (5) years commencing on and from the 1st day of June 1989 at the clear annual rental of FIFTY DOLLARS (\$50.00) to be paid in advance on the 1st day of June in each year of the term hereof the first such payment to be made on the 1st June 1989 and upon and subject to the covenants and conditions hereinafter contained.

2. The Lessee covenants with the Lessor:-

- (a) That the Lessee will pay to the Lessor at its address aforesaid the said said rental on the day in the manner hereinbefore appointed for payment of the same without deduction or abatement whatsoever.
- (b) The Lessee will duly and punctually pay and discharge all rates taxes and other assessments payable in respect of the demised land or any part thereof and in the event that no separate assessment is effected then such proportion of the total assessed as the area of the demised land bears to the area of the land over which such assessment is made and in the event that such assessment relates to a period partially within and partially outside the term hereof THEN the same shall be apportioned.
- (c) That the Lessee will at the Lessee's own expense during the term hereof and of any extension or renewal thereof from time to time and at all times keep and maintain the demised land well cleaned and in good sanitary condition and will not do or leave undone any act matter or thing which may constitute a nuisance within the meaning of any Act or By-Law affecting the demised land and will forthwith abate any such nuisance or alleged nuisance and will observe perform discharge and execute and will take such measures and precautions and will construct such works and make such amendments alterations and additions to any premises buildings structures or

erections at any time upon the demised land as during the term hereby granted shall be required by any Act or By-Law as aforesaid.

(d) That the Lessee will at the Lessee's own expense throughout the term hereof or any extension or renewal thereof from time to time and at all times substantially repair maintain uphold support amend and keep in a good and tenantable state of repair order and condition the demised land and also all electrical water and sewerage installations and other permanent fixtures and fittings therein or thereon fair wear and tear and damage by fire storm and tempest excepted.

(e) That the Lessee will permit the Lessor and the employees agents and servants of the Lessor at all reasonable times to enter upon the demised land to view the condition of all electrical water and sewerage installations and other permanent fixtures and fittings therein or thereon and upon the Lessor giving or leaving notice in writing upon the demised land or to the Lessee at its address aforesaid of all defects or wants of repair the Lessee will forthwith on receipt of such notice carry out such repairs as the Lessee shall be liable for in terms of this lease.

(f) That the Lessee will at all times during the term hereof use the demised premises and occupy the same only for the purpose of the provision of hard standing for licensed fishing vessels and for recreation vessels with or without trailers and for the maintenance and repair of such vessels and for no other purpose will not carry on or do or suffer to be carried nor or done in or upon the demised land any activity or any purpose not associated with the fishing industry and or any noxious or offensive art trade business or calling nor anything upon the

demised land or any premises erected thereon or any part thereof which is or may be unlawful or which may be or become a nuisance annoyance or damage to owners and occupiers of any adjoining premises nor which shall constitute or be likely to constitute an infringement of any Act or Regulation now or hereafter in force having effect over the demised land and will at all times comply with the requirements of any such Act or Regulation.

- (g) The Lessee in the use of the demised premises as hereinbefore provided will not cause or permit the placement of any licensed fishing vessel or any plant or equipment associated with same or associated with the maintenance or repair of same to be located at or less than FIVE (5) metres from any point on the boundary of the demised land and shall within that area of the demised land as is within FIVE (5) metres of the boundaries thereof at the Lessee's costs in all respects provide cultivate and maintain trees shrubs and other plants such nature and in such quantities as shall from time to time be directed by the Lessor as a landscaping obligation pursuant to development approval in respect of the demised land.

- (h) The Lessee will not at any time use or suffer or permit the demised premises or any part thereof to be used for any illegal or immoral purpose.

- (i) During the term hereof the Lessee shall at the Lessee's cost take out keep in full force and effect comply with and not do or allow or suffer to be done anything which would prejudice the continuing cover provided by a policy of Public Risk Insurance covering liability in respect of bodily injury, property damage, product liability, contractual liability for and in respect of:-

- (1) The occupation and use of the demised premises

by the Lessee the members of the Lessee and any persons acting with the authority and permission of the Lessee and,

- (ii) The business carried on by the Lessee and the members of the Lessee within or from the demised premises.

And the Lessee shall indemnify and keep indemnified the Lessor against any and all liability or loss suffered by the Lessor by reason of any and all claims demands Writs Summons actions suits proceedings judgements orders decrees damages costs (including legal costs) losses and expenses of any nature whatsoever which the Lessor may suffer or incur in connection with the loss of life personal injury or damaged property arising from or out of any occurrence in upon or at or in connection with the demised premises or any part thereof or the use of the same or any part thereof by the Lessee the members of the Lessee or any employee contractor agent invitee or licensee of the Lessor or the condition or state of repair of the demised premises or any business carried on at the demised premises.

- (j) The Lessee will not during the term hereof or any extension or renewal thereof grant assign underlet mortgage charge part with possession of or dispose of the demised land or any part thereof without the consent in writing of the Lessor first had and obtained and further without the consent in writing of the Minister for Lands first had and obtained and the provisions of Section 80 of the Property Law Act 1969 as amended are hereby expressly excluded.

- (k) The Lessee will at the end or sooner determination of the term hereof or any extension or renewal thereof peaceably and quietly give up possession of the demised premises in such good and tenantable repair order and condition as shall be consistent

with the covenants hereinbefore contained in that behalf.

- (l) That the Lessee will not during the term hereof or any extension or renewal thereof cut down or destroy any trees or other vegetation growing upon the demised land without the prior consent in writing of the Lessor first had and obtained.
- (m) The Lessee will at all times during the term hereof or any extension or renewal thereof eradicate and destroy and keep eradicated and destroyed all noxious weed and vermin which may be growing or be upon the demised land.
- (n) That the Lessee will pay the whole of the costs of and incidental to the instruction for and the preparation execution and stamping of this Lease and of all usual counterparts and copies thereof and the stamp duty payable thereon.
- (o) The Lessee will not bring onto or construct or erect or permit to be brought onto constructed or erected on the demised land or any part thereof any building or structure or erection except in accordance with plans and specifications previously approved by the Lessor.

3. _____ The Lessor covenants and agrees with the Lessee that the Lessee duly and punctually paying the rental hereby reserved and performing and observing the several covenants and agreement is herein contained and on the part of the Lessee to be performed and observed the Lessee shall peaceably and quietly hold and enjoy the demised land without any interruption or disturbance from or by the Lessor or any person claiming under or in trust for the Lessor.

4. _____ It is further agreed that the Lessee may at any time during the final THREE (3) calendar months of the term hereof or during ONE (1) calendar month following the expiration or sooner determination of the said term disassemble remove repossess and convert to his own use any building structures

erections or other improvements erected by him upon the said land but shall in that event immediately thereupon make good any damage caused by such removal and shall leave the said land free from rubbish and properly filled and levelled PROVIDED HOWEVER that the Lessor shall not by this clause be deemed to have waived the obligation of the Lessee to comply with the provisions of any Act or By-Law affecting the said land AND FURTHER PROVIDED that in the event that within the period above specified the Lessee shall fail to remove any such building structure erection or other improvement THEN the same shall forthwith vest in the Lessor absolutely.

5. PROVIDED ALWAYS and it is hereby expressly agreed and declared as follows:-

- (a) That if the rent hereby reserved or any part thereof shall be unpaid for NINETY (90) days after becoming payable whether formally demanded or not or if any covenant on the Lessee's part herein contained shall not be performed or observed then in either such cases the Lessor may at any time thereafter re-enter upon the said land or any part thereof in the name of the whole and thereupon the term hereby granted shall absolutely determine but without prejudice to the right of action of the Shire in respect of any antecedent breach of the Lessee's covenants herein contained.
- (b) That the Lessor may by notice in writing given to the Lessee on or before the 31st day of March in any year during the term hereof increase the annual rental next payable hereunder by such sum not exceeding ten percent (10%) of the amount last payable as the lessor shall deem appropriate and until further increase pursuant to this provision the annual rental payable hereunder and reserved hereby shall be deemed to be such increased amount.
- (c) If the lessee shall be desirous of continuing the term hereby created for the further term of FIVE (5) years after the expiration of the term hereby

SHIRE OF COOROW

created and the Lessee shall not later than THREE (3) months before the expiration of the term hereby created give to the Lessor or leave at or post to the Lessor's address hereinbefore specified a notice in writing of such desire and at the time of giving such notice shall have duly performed and observed the covenants obligations and conditions herein contained and on the Lessee's part to be performed and observed and shall continue to perform and observe the same up to the termination of their term hereby created THEN the Lessor will lease the demised premises to the Lessee for the further term of FIVE (5) years commencing upon the expiration of the term hereby created and the Lessee shall execute such extension or extensions of Lease to be prepared at the expense of the Lessee by the Lessor's Solicitors containing the like covenants obligations and conditions as are herein contained save for this option to renew.

S H E D U L E

LAND Leaman lot 52 being portion of reserve number 34516 (as depicted on the plan annexed hereto)

TERM Commencing the 1st June 1989 and terminating the 31st May 1994.

RENTAL The clear annual rental of FIFTY DOLLARS (\$50.00) to be paid in advance on the 1st June in each year of the term commencing the 1st June 1989.

RENTAL PAYMENT

To the Lessor at the Lessor's address specified by the Lease or at such address as shall be directed by the Lessor in writing from time to time.

RATES TAXES AND OUTGOINGS PAYABLE BY THE LESSEE

Shire of Coorow rates and charges, Water Authority rates and Land Taxes and all periodic outgoings including charges for electricity, gas and other power, lighting and heating charges.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

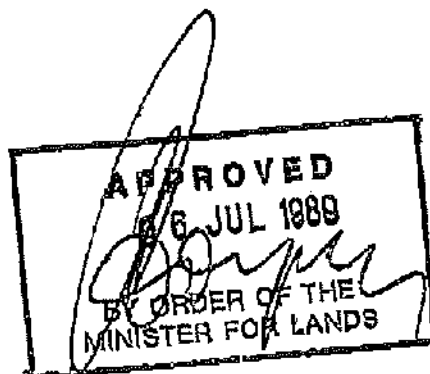
THE COMMON SEAL of the SHIRE)
OF COOROW was hereunto)
affixed in the presence of:)

[Signature] PRESIDENT
[Signature] SHIRE CLERK



THE COMMON SEAL of LEEMAN)
PROFESSIONAL FISHERMAN'S)
ASSOCIATION was hereunto)
affixed in the presence of:)

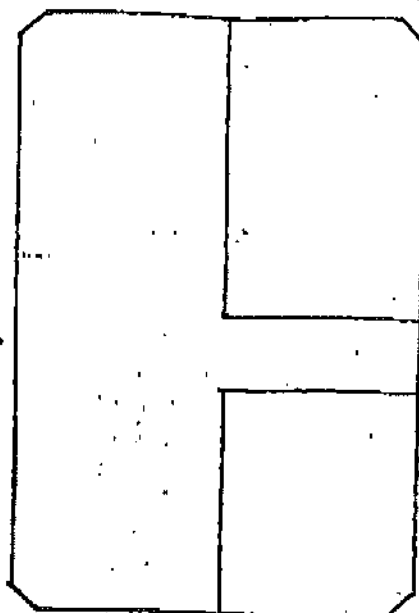
PRESIDENT: *[Signature]*
SECRETARY: *[Signature]*



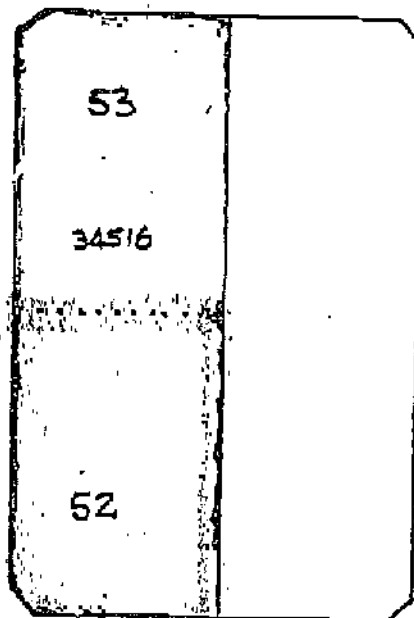
SHIRE OF COOROW

STREET

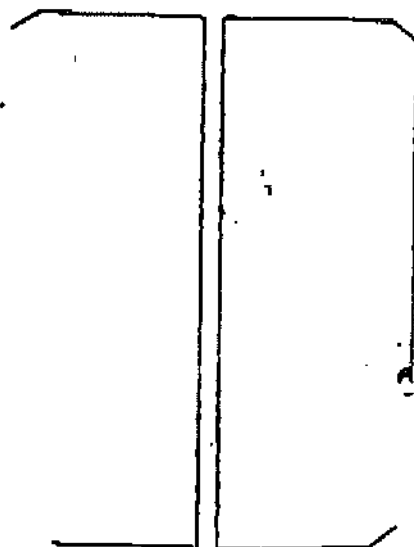
THOMAS STREET



LONG STREET



LATHAM STREET



RUDDUCK

STREET

NALUN



10.1.2 GROUND WATER - WANN PARK LEEMAN

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	11 May 2009
ATTACHMENT	10.1.2 JDA Consultants report
FILE	R7.3

SUMMARY:

Council is being requested to amend the Royalties for Regions 2008/09 Funding allocated to the Wann Park bore project to a water supply incorporating the Water Corporations Re-useable sewerage water from the existing sewer ponds.

BACKGROUND:

Council staff appointed Jim Davies and associates to undertake a water study on the possibility of obtaining a water supply to irrigate the Wann Park Oval that is currently watered by scheme water from the Leeman town supply.

COMMENT:

The report advises that the Tamala Limestone is not a prospective source of ground water for the Wann Park Oval because of the high salinity in the vicinity of Leeman. The Woodada Formation is a prospective Aquifer but its yield and quality in the vicinity of Leeman are unknown.

STATUTORY ENVIRONMENT:

Water Corporation Act 1995
Water Resources Legislation Amendment Act 2007

STRATEGIC IMPLICATIONS:

GOAL 2 - SERVICES

Ensure the community has access to quality facilities and services to allow a safe and vibrant lifestyle.

GOAL 3 - INFRASTRUCTURE

Introduce, maintain and upgrade assets and infrastructure which meet community needs through a timely and cost effective process.

GOAL 5 - ENVIRONMENT

Work to enhance, utilise and conserve natural resources.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

Cost allocated under the Royalties for Regions 2008/09 Funding was \$100,000.

PUBLIC CONSULTATION:

Nil.

VOTING REQUIREMENT:

Simple Majority.

OFFICER RECOMMENDATION ONE:

That the Chief Executive and the Principal Works Supervisor in conjunction with the Manager of Regulatory Services pursue the use of the Water Corporation Sewerage Scheme to water the Wann Park Oval.

RESOLUTION: 2009-096

Moved: Cr George **Seconded:** Cr Waite

That the Chief Executive and the Principal Works Supervisor in conjunction with the Manager of Regulatory Services pursue the use of the Water Corporation Sewerage Scheme to water the Wann Park Oval.

CARRIED 8/0

VOTING REQUIREMENT:

Absolute Majority.

OFFICER RECOMMENDATION TWO:

That Council request the Department of Local Government and Regional Development to reallocate the monies allocated under the 2008/09 Royalties for Regions Scheme to the Wann Park Bore to be reallocated to the possible reuse water scheme.

RESOLUTION: 2009-097

Moved: Cr George **Seconded:** Cr Williams

That the CEO cost a Wildcat Bore for Wann Park Recreation Ground and report back to Council prior to making a decision on the reallocation of R4R funding.

CARRIED 8/0



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To : Shire of Coorow
Attention : Kelvin Bean
Email : mws@coorow.wa.gov.au
cc :

Date : 11 Jun 2009
Our Ref : J4469a
Pages : 2

GROUNDWATER PROSPECTS AT LEEMAN

INTRODUCTION

The Shire of Coorow is considering the possibility of obtaining a local groundwater supply for irrigation of the Wann Park Oval. The oval is currently irrigated from scheme water supply.

The oval covers an area of about 2.5 ha, but is planned to expand to 4 ha. At the standard irrigation guideline of 7500 kL/ha/yr, this indicates an annual requirement of 30,000 kL/yr. Assuming an irrigation season of 200 days per year, this annual requirement equates to an average daily supply of 150 kL/d with peak summer requirement of about 230 kL/d. This implies a required borehole yield of about 1000 kL/d, pumping for 6 hours per day.

GROUNDWATER PROSPECTS

Leeman is underlain by limestone and sand (Tamala Limestone) to about 30 to 35 m depth, overlying the Woodada Formation, which consists of interbedded fine-grained sandstone and siltstone. The Tamala Limestone may be overlain at the surface by a few metres of clay and silt.

Groundwater in the Tamala Limestone in the vicinity of Leeman is highly saline, although it becomes progressively brackish and fresh a few kilometres further away from the coast.

The Woodada Formation is a minor aquifer, but is untested in the vicinity of Leeman. It has been intersected in two Geological Survey of Western Australia exploratory lines of bores: Eneabba Line (EL) 10, about 11 km north-northeast of Leeman, and Watheroo Line (WL) 12, a few kilometres east of Jurien. The salinity in EL 10 was reported as 1200 to 1250 mg/L Total Dissolved Solid (TDS), and in WL 12 as 700 mg/L TDS, in both cases suitable for irrigating an oval.

The current scheme water supply for Leeman, jointly with Greenhead, is mainly supplied from a different aquifer, the Lesueur Sandstone, from a borefield about 13 km east of Greenhead; this aquifer is absent at Leeman itself. Emergency supply is drawn from the Tamala Limestone, about 7 km east of Greenhead, but the water is too saline and hard for regular use.

In summary, the Tamala Limestone is not a prospective source of groundwater for the Wann Park Oval, because of high salinity in the vicinity of Leeman. The Woodada Formation is a prospective aquifer, but its yield and quality in the vicinity of Leeman are unknown.

RECOMMENDATION

Evaluation of the water supply potential of the Woodada Formation would necessitate drilling of a wildcard bore, to a nominal depth of 120 m. Such a bore should be screened at least 30 m below the base of the Tamala Limestone, to avoid drawing in saline water from the limestone.

The following procedure is recommended to test the potential of the Woodada Formation.

1. Drill 300 mm diameter bore to base of Tamala Limestone (approx 35 m depth).
2. Install 250 mm diameter Class 9 PVC casing, and emplace cement plug at base to prevent loss of circulation during Step 3.



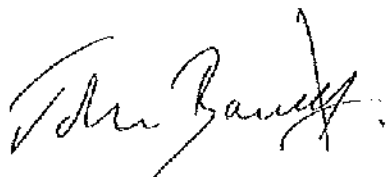
3. Within this casing drill 150 mm diameter pilot hole to 120 m using air circulation method. Measure salinity of discharged water every 10 m of drilling.
4. If salinity is satisfactory, ream pilot hole to 200 mm diameter and install 150 mm diameter stainless steel screen or slotted PVC casing against best aquifer section. This would then be suitable as a production bore. (If too saline - abandon bore).
5. Test pump bore for 24 hours; take water samples for analysis every 6 hours.

The Tamala Limestone may be cavernous, which precludes drilling using air circulation, and may make drilling with mud circulation difficult or impossible. The top part of the bore (to 35 m) should therefore be drilled by either the cable tool or dual rotary method.

The cost of such a borehole should be obtained by quotation from a competent drilling contractor, and the decision can then be made by the Shire of Coorow whether such wild-cat drilling is worthwhile.

We trust this advice is useful to the Shire. Please contact John Barnett should you require further advice.

Regards,



JDA CONSULTANT HYDROLOGISTS

References

Department of Water: WIN Data Base (Water bore information)

Waters and Rivers Commission Report HGS (1997) *Hydrogeology of the Coastal Plain between Cervantes and Leeman, Perth Basin*.

Water Corporation (April 1998) *Leeman-Greenhead Water Source Plan (Draft)*

10.1.3 COOROW TOWNSCAPE COMMITTEE – COOROW ENTRY STATEMENTS

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	11 May 2009
ATTACHMENT	10.1.3 Proposed Coorow Entry Statements
FILE	T14.2

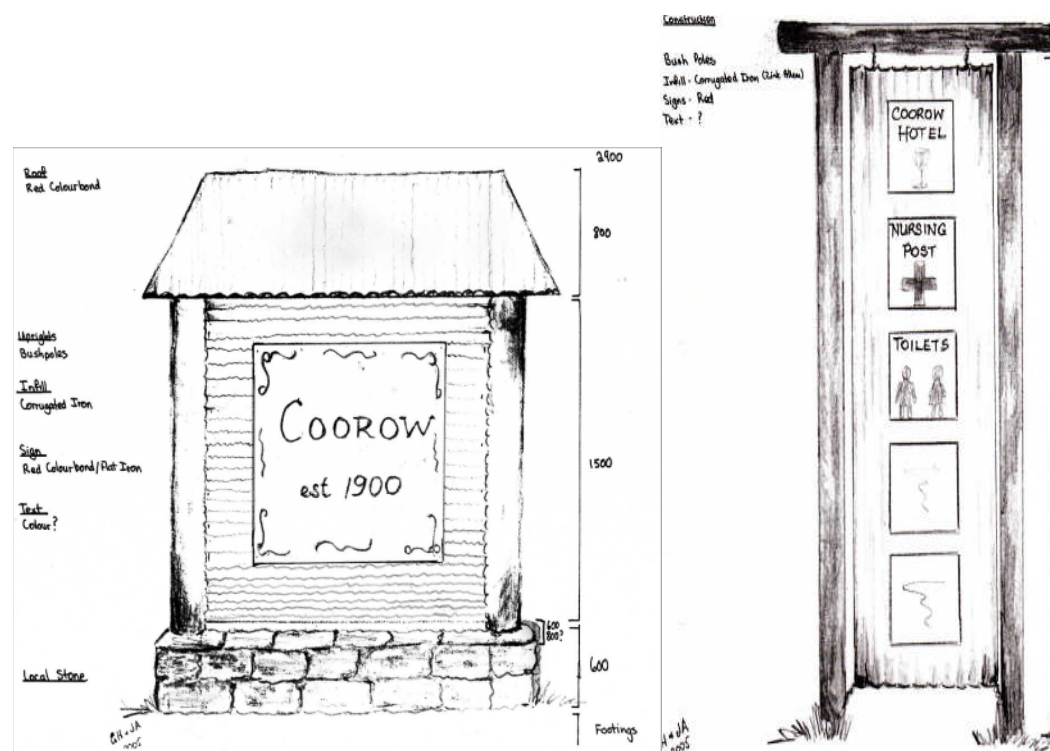
SUMMARY:

The Coorow Townscape Committee is requesting Council to approve the attached design for the Coorow entry statements.

BACKGROUND:

Council advised all of the local Community Associations that it had allocated \$20,000 per town for their entry statements.

At the Coorow Townscape Committee meeting on 1 July 2009 the committee adopted the following design for the Coorow Town entry Statements and Main Street Signage.



COMMENT:

Councils Principal Works Supervisor and the Chief Executive Officer have looked at possible sightings and have come up with the following locations for the entry statements and Main Street Signage.



STATUTORY ENVIRONMENT:

Nil.

STRATEGIC IMPLICATIONS:

Nil.

POLICY IMPLICATIONS:

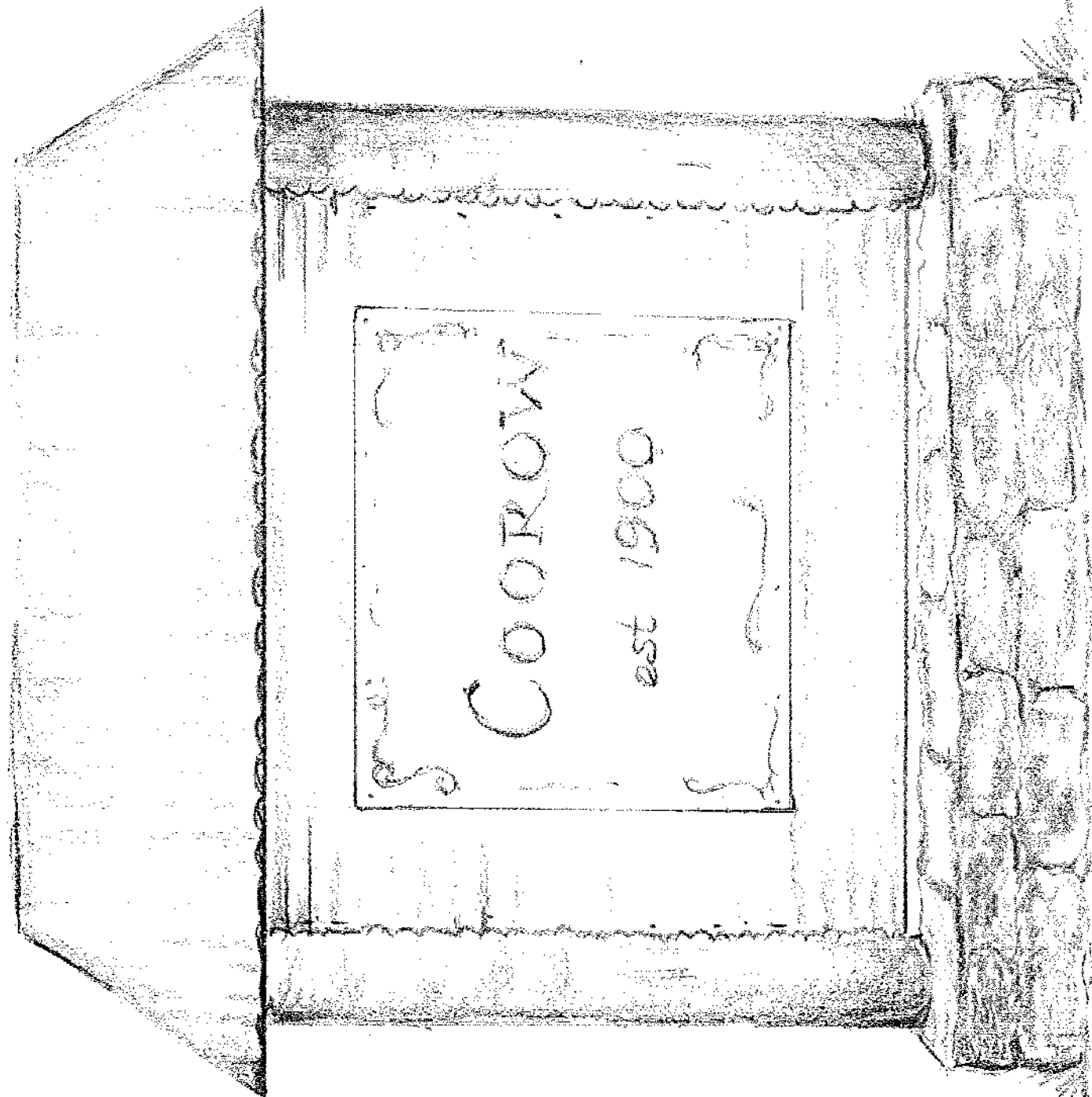
Nil.

FINANCIAL IMPLICATIONS:

Part of budget for Royalties for Regions 2008/09 allocation.

PUBLIC CONSULTATION:

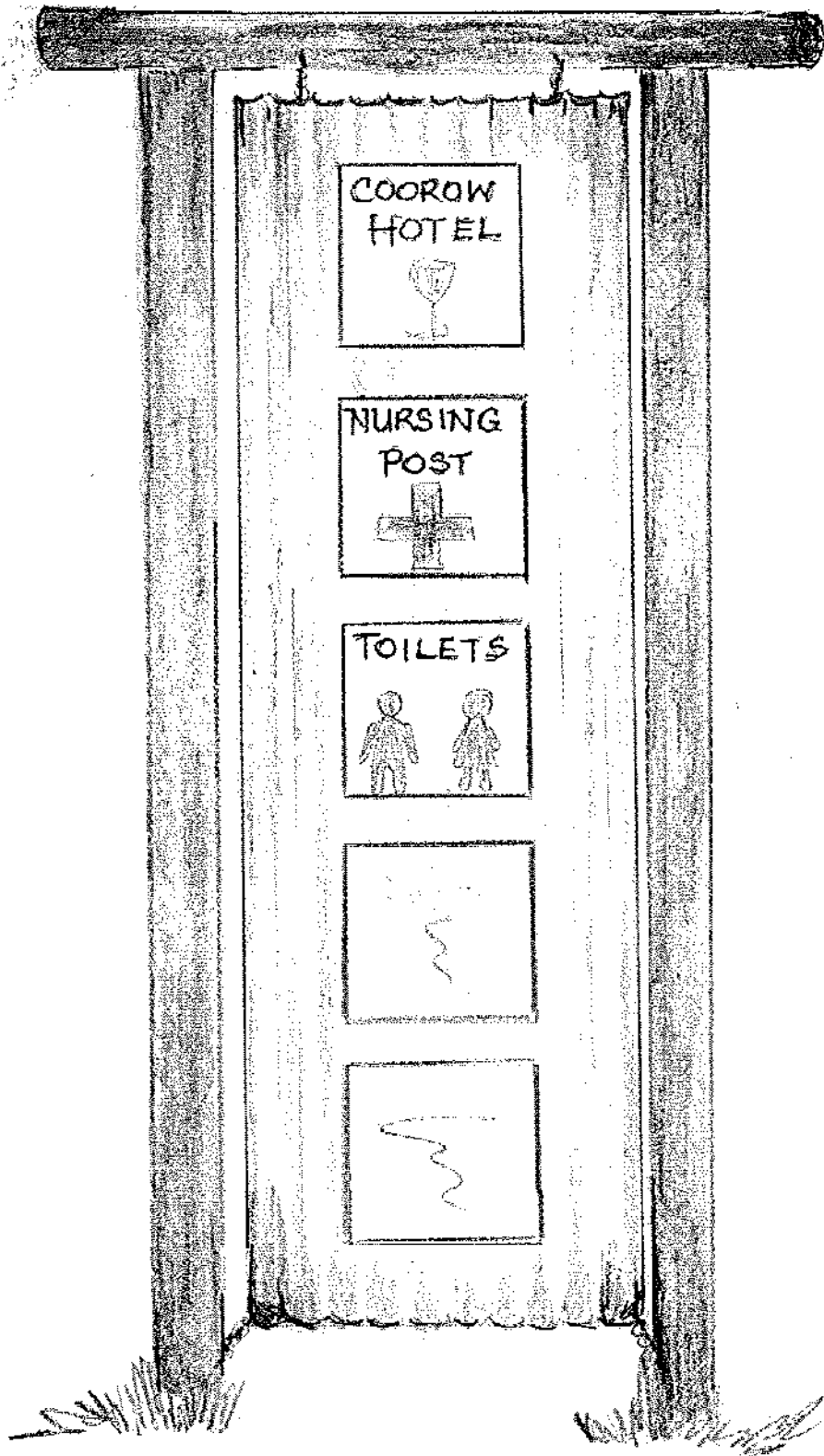
The design was put out for public consultation by the Coorow Townscape Committee some time ago through the Magpie Squawk and they adopted the design for presentation to Council at their Meeting held on 1 July 2009.



COOROW

est 1900

2007
A.H.A.



H+JA
2005

10.1.4 WALGA ANNUAL GENERAL MEETING

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	6 July 2009
ATTACHMENT	10.1.2 Consideration of WALGA AGM Motions
FILE	W8 WALGA

SUMMARY:

Council to consider its position in relation to motions to be presented to the WALGA Annual General Meeting.

COMMENT:

Council's voting delegates to the Annual General Meeting (AGM) of WALGA are Cr Girando and Cr Williams. Cr Rackemann, Cr Waite, Cr Bothe, the Chief Executive Officer and Deputy Chief Executive Officer will also be attending the Local Government Week and the WALGA AGM.

Included in the Agenda package of Councillor's attending Local Government Week is an Agenda for the Annual General Meeting of WALGA. A copy of the agenda can be provided to interested Councillors electronically or in a printed form.

A copy of the motions to be debated at the Annual General Meeting of WALGA at Perth Convention Exhibition Centre, Perth on Saturday 8 August 2009, are included at Attachment 10.1.4 with staff consideration and recommendation for a Council position for each motion.

STATUTORY ENVIRONMENT:

Nil or addressed in Attachments.

POLICY, FINANCIAL & STRATEGIC IMPLICATIONS:

Nil or addressed in Attachments.

VOTING REQUIREMENTS:

Simple Majority

OFFICER RECOMMENDATION:

That Council delegate to the Western Australian Local Government Association Annual General Meeting to be held at Perth Convention Exhibition Centre, Perth on Saturday 8 August 2009, be instructed and authorised to vote on the following Agenda items as follows:

3.1 Review of Public Open Space Requirements –

Recommend Support of Both Motions

3.2 Western Power Inspections and Replacement of Power Poles –

Recommend Supporting Motion

3.3 Deregulation of Airline Services to Regional Western Australia –

Recommend supporting the original motion

RESOLUTION: 2009-099

Moved: Cr Waite

Seconded: Cr McTaggart

That Council delegate to the Western Australian Local Government Association Annual General Meeting to be held at Perth Convention Exhibition Centre, Perth on Saturday 8 August 2009, be instructed and authorised to vote on the following Agenda items as follows:

3.1 Review of Public Open Space Requirements –

Recommend Support of Both Motions

3.2 Western Power Inspections and Replacement of Power Poles –

Recommend Supporting Motion

3.3 Deregulation of Airline Services to Regional Western Australia –

Recommend supporting the original motion

CARRIED 8/0

Consideration of WALGA AGM Motions

No.	Proposed Motion	Comment
3.1	<p data-bbox="221 397 490 429">Shire of Dardanup</p> <p data-bbox="221 469 344 501">MOTION</p> <p data-bbox="221 501 1128 852">1. That the members of the Western Australian Local Government Association direct the Association to commence dialogue and negotiation with the Western Australian Planning Commission (WAPC) to review WAPC Policy DC 2.3 with the objective being to increase the public open space required for residential subdivisions above the current 10% in support of the need for more active open space in urban areas with the benefit of meeting existing demands and increasing active physical activity in the interests of Promoting a healthy and active society.</p> <p data-bbox="221 892 1128 1027">2. That WALGA seek the support of the Department of Sport and Recreation in preparing and developing the information required to substantiate the necessary Increase in public open space.</p>	<p data-bbox="1149 397 1487 429">MEMBER COMMENT</p> <p data-bbox="1149 429 2112 1091">During 2008/09 the Shire of Dardanup with the assistance of the Department of Sport and Recreation and the South West Development Commission commissioned and completed a recreation plan for the Shire. The recreation plan has identified all land that is available in each of the three town sites, with a predominant focus on Eaton. Included in the report are the latest demographics of the Shire and the sports participation numbers from each of the established sporting clubs. The report clearly shows that there is a severe lack of public open space available for active and structured sports, including; senior and junior Australian Rules football, junior soccer, senior and junior cricket. Identified within the report is that the allocation of public open space (pos) for active sport, provided through subdivision of residential land is significantly inadequate to meet the growing needs of the community. The shortage is exacerbated when the shire population grows quickly due to the number of new families with young children moving into the area. Public open space is provided by land developers through conditions placed on subdivision as required by the Western Australian Planning Commission, supported by WAPC Policy No. DC.</p> <p data-bbox="1149 1139 1576 1171">SECRETARIAT COMMENT</p> <p data-bbox="1149 1171 2112 1342">WAPC Policy: DC 2.3 – Public Open Space WALGA conducted a review of public open space in 2006 and in accordance with the State Council resolution, made recommendations to the Western Australian Planning Commission (WAPC). Since this review, some of the issues raised have been addressed in the Gazette of Liveable Neighbourhoods and the draft</p>

		<p>policy 3.6; Development Contributions for Infrastructure, however since then a number of competing priorities and emerging issues have arisen. These include the growing awareness of the impact of climate change, limited water resources, high population growth pressures, and the Australian and State Government preventative health approach. Given the emerging issues and the matters raised by the Shire of Dardanup regarding the current 10% Public Open Space (POS) provision, it is considered that a further review of public open space matters is appropriate and should be undertaken. WALGA is currently working with the Department of Sport and Recreation and the Physical Activity Taskforce to address POS provision issues such as joint use facilities, the development of active spaces and water management issues. The motion, as put, is consistent with Association policy. 2.3 – Public Open Space in Residential Areas</p>
3.2	<p>Shire of Donnybrook-Balingup</p> <p>MOTION That the Western Power urgently increase inspections and replacement of power poles throughout Western Australia.</p>	<p>Recommend Support of Both Motions</p> <p>MEMBER COMMENT On 14 February 2009 a bush fire occurred adjacent to the Balingup-Nannup Road, Ferndale near Balingup. The power pole failure had a number of contributing factors according to the report prepared by Energy Safe WA in April 2009. Delays in reporting the inspection results means the pole would still have fallen falling over, even if the January 2009 inspection had properly identified the condition and strength of the pole. Shire of Donnybrook-Balingup put forward a motion that Western power increase inspections and replacement of power poles throughout WA.</p> <p>WALGA SECRETARIAT COMMENT It is appropriate for Western Power to urgently increase inspections and replacement of its have been many serious incidents arising from inadequate management of the electricity distribution and transmission</p>

assets throughout the south west of Western Australia, particularly in rural and regional areas. Western Power's operations are primarily regulated by Energy Safety (part of the Department of Commerce) which ensures compliance with regulations designed to protect the safety of the public, consumers and electricity workers in the vicinity of electricity supply infrastructure; and Economic Regulation Authority that assesses the terms and conditions offered by owners of monopoly infrastructure (including Western Power's transmission and distribution network) to ensure efficient, fair and competitive outcomes. The need for Western Power to improve asset management practices in relation to timber power poles including increased inspections and replacement of power poles has been highlighted in recent reports by these agencies. Energy Safety has published A Review of Western Power's Response to the 2006 Regulatory Compliance Assessment of Western Power's Distribution Wood Pole Management System (May 2009)². This review found serious deficiencies in Western Power's management of its 620,000 wood poles. Whilst the Report states that Western Power has made a number of encouraging changes and innovations to its activities, it reveals gaps in design, procurement and pole replacement management. It also demonstrates that the accuracy and relevance of Western Power's pole data were not sufficient to support proper management of the wood pole network. The audit found that Western Power should be replacing some 15,000 poles a year. The audit found that it was not clear how many replacements were actually occurring at the time of the audit because reliable data were not available, but the figure has been as low as 2000 to 3000 per year. In January 2009 the Economic Regulation Authority (ERA) served a Notice³ on Western Power advising that it is in breach of its licence conditions and requiring it to rectify (amongst other things) failures identified in the Asset Management System Review⁴. These failures included the lack of proper measures for the effective

		<p>maintenance of the distribution system, leading to a backlog of 73,000 power poles that had not been inspected in the past five years and 3,500 condemned poles on the network. Failure to comply with this Notice by 31 October 2009 could result in fines of up to \$100,000 or being forced to pay for the work to be done by a third party⁵. Western Power has acknowledged the need to improve the quality and management of its distribution and transmission assets. The 2009-10 State Budget shows intended investment by Western Power of \$242.3 million over four years on pole and cross arm replacement, pole reinforcement as well as replacement of substations, transformers, street luminaries, cable boxes. Regulatory compliance programs to improve safety, environmental, power quality, metering performance and bushfire management programs is budgeted to cost \$249.5 million over four years⁶. The ERA will set the new prices for access (by electricity retailers such as Synergy) to the Western Power network from 1 July 2009. These prices will consider the need for a higher level of investment in the distribution assets, but will be reflected in the electricity prices paid by electricity consumers. The motion, as put, is consistent with Association policy.</p>
3.3	<p>Gascoyne Country Zone</p> <p>MOTION</p> <p>That the deregulation of airline services to regional Western Australia be opposed.</p>	<p>Recommend Supporting Motion</p> <p>MEMBER COMMENT</p> <p>The Gascoyne Country Zone of WALGA resolved on 5 June 2009 that the above motion regarding the potential deregulation of airline services to Regional Western Australia is put forward as an item to be considered at the WALGA Annual General Meeting. The item stemmed from concern that the deregulation of airline services could have a detrimental impact on regional Western Australia. In particular, the deregulation of airline services should not be supported because current passenger numbers through regional airports may not warrant more than one service provider. Further, airport infrastructure in regional areas may not be adequate to</p>

cater for more than one air service provider. The deregulation of air services has the potential to have a detrimental impact on regional areas.

SECRETARIAT COMMENT

Adequate public transport services, including air services, are critical to the development of regional communities and economies. Currently the State Government licenses airlines to operate on protected routes in which competition is restricted. These arrangements were formulated in 2001, following the collapse of Ansett Airlines, in an attempt to ensure provision of Regular Passenger Transport services to key locations. The arrangements were last reviewed in 2004. Locations covered by intrastate air services licences are: Albany Carnarvon Derby Esperance Fitzroy Crossing Geraldton Halls Creek Kalbarri Laverton Learmonth Leinster Leonora Meekatharra Monkey Mia Mt Magnet Wiluna

Following a review of intrastate air services in Western Australia completed by the Department for Planning and Infrastructure (DPI) during 2008, which was overseen by a Steering Committee, the State Government has decided to extend exclusive licences for two networks and other direct routes for a year, in anticipation of then awarding more comprehensive long term contracts. The Review included an examination of the costs and benefits of regulation of intrastate air services in WA. Local Governments (and other stakeholders) both in support of and opposed to the current regulatory arrangements contributed to this study. In submissions to the Review, supporters of the current arrangements suggested that a change to the existing regulated arrangements may result in reduced frequency or quality of air services, or the discontinuing of services completely to particular locations; while those opposed to the current arrangements highlighted weaknesses in the service offering and high pricing by incumbent monopoly suppliers as a result of them being forced to provide regulated services on unprofitable routes and / or not

being subject to actual or potential competition. Regulation of air services does not guarantee their viability or continuity as evidenced by the recent financial failure of MacAir (incumbent provider of regulated and subsidised air services in north and west Queensland) and Sky Air World (successful tenderer to provide regulated air services to Christmas and Cocos Islands). Similarly, deregulation will not necessarily lead to new air service operators offering lower prices, better services or entering markets which are only large enough to support a single operator. The Review by the DPI focussed particular attention on removing regulatory distinctions between charter and regular passenger transport flights, in order to provide the community access to a wider range of services and take advantage of the economies offered by optimal aircraft utilisation. Although the study proposes a less regulated environment to that which has existed for the past few years, it is not proposing full deregulation. Given the significant uncertainty associated with the impact of a particular regulatory environment and that this matter will continue to be of keen public interest over the next year as new contracts are formulated, it is recommended that delegates consider an out come based motion. Large differences in the number and types of passengers using air services to different locations mean that it is unlikely that a single regulatory solution will be optimal across Western Australia. This alternative motion balances the views of Local Governments that support and oppose regulation by focussing on appropriate access to air services, rather than the means by which this access is enabled.

Possible alternative motion

That in considering changes to regulation and contracts governing intrastate air services in Western Australia, the State Government be requested to ensure that people living in regional and remote communities and visitors to these communities have reasonable access to regular airline

	services, taking into consideration the size of communities and existing transport services.
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	Recommend supporting the original motion
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10.1.5 MID WEST REGIONAL COUNCIL – MRWA INTEGRATED SERVICE AGREEMENT

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	11 May 2009
ATTACHMENT	10.1.5a Business Case. 10.1.5b Shire of Three Springs Legal Advice Draft 10.1.5c Letter from Main Roads WA
FILE	M2.1, W14

SUMMARY:

Main Roads WA are requesting that if the Business Case for the Integrated Service Agreement demonstrates a positive outcome for the proposed arrangements is Council prepared to develop the model and enter into a Legal agreement.

BACKGROUND:

The Mid West Regional Council (MWRC) has been working with Main Roads WA (MRWA) to progress the Integrated Service Agreement for Main Roads and Councils Regional Significant Roads to be part of an Integrated Service Agreement.

The proposal recommends that MRWA and the Shires of Mullewa, Mingenew, Morawa, Three Springs, Perenjori, Carnamah and Coorow, enter into an Agreement which results in them being joint owners in the proposed Integrated Services Arrangement Contract No. 23/08.

Under the terms of the proposal, the Shires will nominate the MWRC to play a role - in the implementation of the Agreement on behalf of the Shires, but the MWRC will not be a signatory to the Agreement.

MRWA and the Shires have always operated as separate road asset-owners on adjacent networks, without any degree of integration. The integration of both operations offers the potential for improved performance on many areas.

MRWA has outsourced there expertise over the past 10 years and lessons learnt suggest that conventional contract arrangements can have a limiting effect on asset management, hence the move to Integrated Service Arrangements.

MRWA is seeking to deliver Value for Money (not necessarily the lowest price) outcomes which deliver the right asset and service results at the right price. The proposed joint ownership Agreement offers MRWA opportunities to engage with a direct-labour force and allows them to retain and develop core skills and road building knowledge.

The proposed Integrated Service Agreement will develop the best for network processes which will drive a higher level of road management for both parties. Under the Integrated Service Agreement proposal, MRWA and the seven shires commit to develop an Agreed Set of Business Rules which will detail routine procedures for the implementation of the joint ownership

Proposed Business Rules

- The Shires agree to establish a delegated authority for MWRC to represent their interests in the Integrated Services Arrangement (Integrated Service Agreement), i.e. individual Shire CEO's and Councillors will not be involved in any aspect of day to day operations once the agreement is in place.
- MRWA agree to engage with partner shires for the delivery of services on portion of the state road network – in a cost-efficient manner.
- Each asset-owner will review/accept/decline proposals emanating from the Integrated Service Agreement, prior to implementation of that proposal.
- Each asset-owner will be solely responsible for funding non-physical works by the Integrated Service Provider on their assets, and proportionately responsible for funding non-physical works by the Integrated Service Provider on the wider network.
- Each asset-owner will be proportionately responsible for funding establishment costs associated with the Integrated Service Agreement.

Main Roads are seeking to capitalise on the advantages local government can offer with regard to direct-labour operations on state road network.

The proposed Integrated Services Agreement will provide platform for the Shires, through the MWRC, to rationalise operations across shire boundaries, creating efficiencies that will attract on-going work from Main Roads.

On endorsement of this, proposal documents will be drafted to give legal effect to the proposal. The Legal Agreement needs to be concluded and signed before 25 November 2009 so that the MRWA documents for RFP 23/08 can reflect this reality.

The costs associated with completing the Agreement will be shared equally by both parties, and the Shires shall accept responsibility for a portion of legal costs arising from the amendment of standard MRWA documents pertaining to the standard RFP.

COMMENT:

The proposed Agreement is made between Main Roads WA and each of the participating shires. The relationship between Main Roads WA and the Shires is one of Joint and Equal Partners. The Agreement defines the Group of Participating Shires – being Shires of Mullewa, Mingenew, Morawa, Three Springs, Perenjori, Carnamah and Coorow. The Agreement defines a role for Midwest Regional Council to provide Representative Services for the Shires as provided for in the Agreement.

Under the Agreement, the Joint and Equal Partners will collectively contract with an Integrated Services Partner (ISP) to form an Integrated Services Arrangement (Integrated Service Agreement) under Contract No 23/08. Although the Integrated Service Agreement seeks to be a three-way alliance, practical coherence suggests that the Shires and MRWA represent themselves to the ISP as one asset-owner – albeit with a suite of varying service requirements for different parts of the combined road network such as;

- MRWA Midwest Region,
- MRWA Gascoyne Region,
- Local Govt road network.

The legal questions raised are about resolving a way to give effect to the MWRC intentions rather than a barrier to proceeding.

The Shire of Three Springs have sought legal advice on behalf of the seven Councils because, as John Woodhouse pointed out, the interests of the participating Councils do not necessarily coincide with the interests of the MWRC. While this advice is still in draft form subject to more clarification from member Councils, the underlying message is that Council can develop a legal framework that will reflect the proposed model. Legal advice in draft form is included at Attachment 10.1.5b.

STATUTORY ENVIRONMENT:

Local Government Act 1995

STRATEGIC IMPLICATIONS:

Nil.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

Refer to attached business proposal as included at Attachment 10.1.5a.

PUBLIC CONSULTATION:

No public consultation has taken place on this issue.

VOTING REQUIREMENT:

Simple Majority

OFFICER RECOMMENDATION:

That Council advise Main Roads Western Australia that the Shire of Coorow is committed to pursuing the Integrated Service arrangement with Main Roads Western Australia subject to a positive business case being developed by the Mid West Regional Council consultant and Main Roads.

RESOLUTION: 2009-100

Moved: Cr Williams

Seconded: Cr George

That Council advise Main Roads Western Australia that the Shire of Coorow is committed to pursuing the Integrated Service arrangement with Main Roads Western Australia subject to a positive business case being developed by the Mid West Regional Council consultant and Main Roads and this is to Council's satisfaction.

CARRIED 8/0

Main Roads WA
& the Shires of Mullewa, Mingenew, Morawa, Three Springs, Perenjori, Carnamah and
Coorow

Business Case

For Joint Ownership Agreement for portion of ISA Contract 23/08, Mid West & Gascoyne Regions

1 Scope of Proposal

This proposal recommends that **Main Roads Western Australia** and the **Shires of Mullewa, Mingenew, Morawa, Three Springs, Perenjori, Carnamah and Coorow**, enter into an Agreement which results in them being joint owners in the proposed Integrated Services Arrangement Contract No. 23/08.

It is noted that the Midwest Regional Council (MWRC) – a separate local government established under the Local Government Act - is constituted for the purpose of providing services as requested to the Shires of Mullewa, Mingenew, Morawa, Three Springs, Perenjori, Carnamah and Coorow.

Under the terms of the proposal, the Shires will nominate MWRC to play a role - in the implementation of the Agreement - on behalf of the Shires, but the separate LGA known as MWRC will not be a signatory to the Agreement.

This proposal details a Business Case which demonstrates the advantages that this Agreement will deliver to both parties;

- Main Roads WA, as represented by the Commissioner of Main Roads WA
- The participating local governments represented by their individual councils.

Note, in this proposal,
the term “Agreement” refers to an agreement between Main Roads WA and the Shires.
the term “Arrangement” refers to the ISA contract between the joint asset owners and the Integrated Services Provider
the term “Shires” refers to the seven Shires of Mullewa, Mingenew, Morawa, Three Springs, Perenjori, Carnamah and Coorow,

2 Background - Existing Asset-Owner Arrangements

Historically, MRWA and the Shires have operated as separate road asset-owners on adjacent networks, but without any degree of integration. Both parties now recognise that integration of their operations offers the potential for improved performance on multiple fronts.

2.1 Current MRWA network management arrangements:

MRWA Network Operations are managed by Main Roads personnel.
MRWA has been undertaking its road network management functions using a number of different models;;

- The asset management and associated long term road maintenance activities are undertaken via TNC 3/99.

- The asset management of major capital works is undertaken by a combination of Main Roads and consultant personnel, all of whom are controlled /managed by Main Roads.
 - The delivery of major capital works is undertaken by a number of contractual arrangements, chosen and managed by Main Roads.
- MRWA now seeks to integrate each of these functions into one single network management function using an Integrated Services Arrangement – Contract No 23/08.

2.2 *Size and detail of MRWA network components:*

Midwest Region comprises sub-total 2217 kms
Gascoyne region comprises sub-total 1589 kms
total MRWA Network is 3806 kms

2.3 *Size and Detail of Shires' network components*

The seven shires have responsibility for total approx 5,000 kms sealed and unsealed roads.

The shires propose to include their road network in the ISA as two distinct categories;

Category 1, All Midwest Regional Road Group Roads of Regional Significance totalling 1154 kms, comprising 847 kms sealed roads plus 306 kms of unsealed roads

Category 2 All other LGA roads.

2.4 *Current LGA road network management arrangements*

LGA Road Network operations are generally managed by the Shire CEO with input from Councillors, Works Supervisor, Consulting Engineer (as required).

Each of the shires operate their own direct-labour workforce with substantial plant and equipment resources.

All Cat 1 roads are currently managed individually by Shires with minimum cross-shire consultation. Work on Cat 1 roads are generally funded through the Midwest Regional Road Group.

Cat 2 roads are currently managed by individual shires with minimum cross-shire consultation.

Work on Cat 2 roads are generally funded by Shires General Purposes Grants.

The greater critical mass of having both road networks (MRWA and LGA) integrated into one network offers the potential for significant cost-savings for both parties, plus other benefits as detailed below.

3 Objectives and Desired Outcomes of the Proposal

3.1 *MRWA identifies the following objectives and desired outcomes from the joint ownership Agreement?*

- MRWA has been outsourcing areas of expertise over the past 10 years and lesson's learnt from this outsourcing suggests that conventional discrete contract arrangements can have a limiting effect on logical asset management. Hence the move to Integrated Service Arrangements. MRWA now seeks to deliver Value for Money (not necessarily the lowest price) outcomes which deliver the right asset and service results at the right price.
- MRWA is looking at ways to maintain its regional workforce expertise and to re-establish those work skills that are essential for MRWA to remain an informed purchaser of road management services.
- The proposed joint ownership Agreement with local shires offers MRWA opportunities to engage with a direct-labour workforce and thereby retain and develop core skills and road building knowledge.
- Current contract arrangements have tended to exclude MRWA engagement with local councils with adverse impacts for regional communities. The proposed joint ownership agreement will nurture MRWA engagement with local government and regional communities.
- The proposed ISA will develop a culture of introduced best for network processes which will drive a higher level of road management for both parties.
- The proposed ISA process will assist both owners to develop their primary roles and collectively working through the partnership they will be able to in-source resources which will assist in building future local workforces with improved competencies and skills

3.2 *The Shires identify the following objectives and desired outcomes from the joint Ownership Agreement.*

- Improved road network management and asset management across the MRWA road network and the LGA road network.
- Optimise spare capacity in local government direct-labour operations so that Shires can deliver more efficient road maintenance services.
- Develop and maintain an LGA workforce which can participate effectively in all aspects of the road maintenance process.
- Create opportunities for up-skilling local government staff so that they may follow natural career progressions without leaving the locality / industry. This aspect is vital to local governments trying to attract retain competent staff.
- Develop and maintain a technical engineering support structure for local shires

- Shire crews can undertake works for MRWA on MRWA road network on a cost-positive basis.

3.3 *Both MRWA and the Shires identify the following common objectives and desired outcomes from a joint ownership arrangement*

- Establish a sustainable relationship between MRWA and the Shires to achieve cost and performance improvements on both MRWA and LGA road networks.
- Achieve a new integrated form of network management which allows MRWA to use LGA roads to satisfy MRWA needs and vice-versa.
- Achieve a seamless service delivery across the full road reserve width, as opposed to just the current 3.5m each side of MRWA centreline.
- Achieve a social dividend for local communities by encouraging and retaining locally-based workforces and competencies

4 Legal Framework for Proposed Agreement

The proposed Agreement is made between Main Roads WA and each of the participating shires.

The relationship between Main Roads WA and the Shires is one of Joint and Equal Partners.

The Agreement defines the Group of Participating Shires – being Shires of Mullewa, Mingenew, Morawa, Three Springs, Perenjori, Carnamah and Coorow. The Agreement defines a role for Midwest Regional Council to provide Representative Services for the Shires as provided for in this Agreement.

Under the Agreement, the Joint and Equal Partners will collectively contract with an Integrated Services Partner (ISP) to form an Integrated Services Arrangement (ISA) under Contract No 23/08.

Although the ISA seeks to be a three-way alliance, practical coherence suggests that the Shires and MRWA represent themselves to the ISP as one asset-owner – albeit with a suite of varying service requirements for different parts of the combined road network such as;

- MRWA Midwest Region,
- MRWA Gascoyne Region,
- Local Govt road network..

4.1 Procedures for MRWA / Shires Agreement

Under the proposal, MRWA and the seven shires commit to develop an Agreed Set of Business Rules which will detail routine procedures for the implementation of the joint ownership Agreement.

4.2 *Procedures for Joint Owner Participation in the Integrated Services Arrangement (ISA).*

Under the proposal, MRWA and the seven shires commit to develop an Agreed Set of Business Rules which will detail routine procedures for the implementation of the Integrated Services Arrangement (ISA).

e.g.

- The Shires are agreed to establish a delegated authority for MWRC to represent its interests in the Integrated Services Arrangement (ISA), i.e. individual Shire CEO's and Councillors will not be involved in any aspect of day to day operations once the agreement is in place.
- MRWA are agreed to engage with partner shires for the delivery of services on portion of the state road network – in a cost-efficient manner.
- Each asset-owner will review / accept / decline proposals emanating from the ISA, prior to implementation of that proposal.
- Each asset-owner will be solely responsible for funding non-physical works by the ISP on their assets, and proportionately responsible for funding non-physical works by the ISP on the wider network.
- Each asset-owner will be proportionately responsible for funding establishment costs associated with the ISA.

5.0 **Business Case supporting the Proposal**

Main Roads seeks to capitalise on the advantages which local government can offer it with regard to direct-labour operations on state road network so long as that advantage is not compromised by inefficiencies perceived to be common to local government operations.

The Shires identify that current direct-labour operating procedures are inefficient on a number of fronts, many of which stem from institutional arrangements.

Both parties recognise that the ISA offers a unique opportunity to turn a perceived negative into a significant positive.

5.1 *Generic Case Study*

In many cases, the operating cost of plant may be compromised by the limited extent of local government roads to be maintained.

e.g. a shire may maintain 2 graders to service say 800 kms of gravel roads – a workload where 1 grader at 100% efficiency (1750 hrs per annum) might suffice.

However the likelihood of 100% efficiency can often be considered improbable because of anticipated downtime due to servicing, repairs, operator availability, weather constraints, etc.

In an ideal world, the Shire would hire in a second grader when required but this is not always an economic option in rural districts, so instead the Shire maintains two graders with a resultant 50% efficiency per machine.

Under the Local Govt Act all costs associated with plant operations must be costed against the plant item so if operating hours are low, the cost per operating hour is high, i.e. the 100% efficient grader may only need to be costed at say \$

60 /hr to cover it's costs whereas 2 graders @ 50% efficiency will be costed at 2 x \$ 120/hr.

Generally, the shires can pick up additional private works which will improve machine usage and thus plant rates but the market for private works in rural areas is not significant.

The scenario above describes an extreme, but it illustrates the limitations under which rural local governments operate, and starting from this scenario, this proposal identifies credible options for improving the viability and future of local government operations.

The best option for improving efficiency of shire operations is to take on more work either by;

- unconstraining the Shire's activities, or
- taking on more work for others (MRWA)

This proposal seeks to optimise both opportunities.

The Shires activities can be unconstrained if it is able to work across Shire boundaries,

i.e. allocate say 1400 kms to a region which has 2 graders.

This will allow the plant to operate at maximum efficiency but it may render a grader in the adjacent shire redundant with some adverse impact on that community – most notably the loss of one position.

Undertaking work for Main Roads WA on the state road network is an obvious fit for local

government operations.

The Shire crew is

- local (no significant mobilisation costs, replacement crew readily available, etc), and
- has local knowledge (re supplies, materials, ground conditions, weather / flooding issues, etc).

However, Main Roads operates on a Value for Money basis and recognises that the charge-out rate for a Grader based on 50% efficiency does not represent value for money.

The proposed Integrated Services Agreement provides a perfect platform for the Shires, working through MWRC, to rationalise their operations across shire boundaries, thereby creating efficiencies which, in turn will attract on-going work from Main Roads.

For the Shires, this integration and rationalisation will provide a number of significant spin-offs;

- Road Network Management on a regional basis instead of shire basis.
- Lower operating costs for both Shires and MRWA resulting in additional funds available to maintain additional road length.

- Direct labour operations will require more professional management which, in turn, will benefit the shires
- Shire crews will receive more comprehensive training and will have more opportunities to increase earnings through longer hours / project agreements.
- Being an integral part of a regional enterprise, Shire staff will have greater opportunity for advancement in their field, without having to leave the region.
- Shires will benefit when staff are promoted within the enterprise and the local knowledge is not lost out of the region.

The economies of scale derived from the integration of Main Roads work and Shires work is developed further in **Appendix 1. (to be completed)**
The scope of services to be undertaken by ISP and Shires are detailed in Section 6.0 below.

6.0 Operational Details in relation to the Proposal

It is noted that the participation of the Shires in the Joint Ownership Agreement and more particularly in the Integrated Services Agreement is likely to result in additional expense by the Shires by way of costs payable to the ISP.

It is noted also that the participation of the Shires is likely to result in some savings to MRWA by virtue of spreading ISP costs over a larger road network.

Under this proposal, the Shires and MRWA are agreed that;

The Shires will undertake an annual quantum of work for MRWA on MRWA network. That work will be charged to MRWA in a transparent manner to ensure that the Shires recover

- the true cost of plant, labour and materials
- the cost of all agreed direct overheads
- the cost of all agreed overheads directly associated with Shire participation in the ISA, including annualising of any establishment costs.

The following Operational Details are identified as part of the Joint Ownership Agreement.

- 6.1 The role of MWRC as Shire's representative
- 6.2 Nature and Extent of Services to be provided to Shires by the ISA
- 6.3 Nature and Extent of Joint Network Activities which are practicable for shires to service
- 6.4 Basis for charging Shires for these services
- 6.5 Basis for cost-recovery by the Shires
- 6.6 Development of Regional Capacity.

6.1 *The role of MWRC as Shire's Representative*

The MWRC already exists as a vehicle for joint undertakings by the Shires.

Both parties are agreed that the MWRC is legally nominated and legally empowered to act as Client's Representative in the ISA.

This role will also involve MWRC in business transactions arising from the Shires' participation in ISA activities. **Appendix 2 (to be completed)** comprises

a formal Business Plan prepared by MWRC to support it's role in the ISA - in accordance with the requirements of the Local Government Act.

6.2 *Nature and Extent of Services to be provided to Shires by the ISA*

LGA Cat 1 Roads	LGA Cat 2 Roads	Fee Parameters
Network Analysis – sealed roads	Network Analysis - sealed roads	% Annual Fee Item per LGA
	Network Analysis – unsealed roads	% Annual Fee Item per LGA
Annual road data and condition report	Annual road data and condition report	Annual Fee Item per LGA
Maintain and update ROMAN road inventory	Maintain and update ROMAN road inventory	Annual Fee Item per LGA
Identify and schedule maintenance works required for prior input to LGA annual Budget	Identify and schedule maintenance works required for prior input to LGA annual Budget	Annual Fee Item per LGA
Prepare Annual Works programs	Prepare Annual Works programs	Annual Fee Item per LGA
Technical Assessments	Technical Assessments	Fee per service
Prepare submissions for MWRRG and Black Spot funding		Fee per service

Table 6.2

6.3 *Nature and Extent of Joint Network Activities which are practicable for shires to service*

The Shires offer to undertake the following range of services on ISA roads;

Routine Mtce	Periodic Mtce	Minor Improvements
Weekly patrol	Shoulder grading	Minor reconstructions
Litter & roadkill	Shoulder renewal	Pavement overlays
Pothole patching	Drainage works	
Signs mtce	Clearing	

The Shires will work across LG boundaries to deliver the most cost-efficient service. The ISA will structure it's work program to optimise cost-efficient service delivery by the Shires such that the requirements for cost-recovery set out in Section 6.5 below are satisfied.

6.4 *Basis for charging Shires for these services*

The ISP will charge the Shires for service rendered as noted in Table 6.2 above.

6.5 *Basis for cost-recovery by the Shires*

The Shires will undertake an annual quantum of work for MRWA on MRWA network. That work will be charged to MRWA in a transparent manner to ensure that the Shires recover

- the true cost of plant, labour and materials
- the cost of all agreed direct overheads
- the cost of all agreed overheads directly associated with Shire participation in the ISA, including the annualised cost of any establishment charges.

6.6 *Development of Regional Capacity*

As noted in the objectives in Section 3.0 above, the Shires and MRWA seek to develop works and technical capacity in the region. This will be achieved by;

- implementing specific training programs to upskill shire staff in the relevant technical requirements of the ISA and upskill shire crews in the relevant requirements for works to MRWA standards
- identifying career development paths for shire staff and crew
- the prompt recruitment of a competent Project Manager by MWRC to guide it's participation in the ISA from day 1 of ISA operations.

7.0 *Formation of Agreement*

On endorsement of this proposal by both parties, the parties shall have documents drafted to give legal effect to the proposal. The Legal Agreement shall be concluded and signed by both parties before 25 Nov so that MRWA documents for RFP 23/08 can reflect this reality.

The costs associated with completing the Agreement shall be borne equally by both parties, and the Shires shall accept responsibility for a portion of legal costs arising from the amendment of standard MRWA documents pertaining to the standard RFP.

ND:MING-25954

2 July 2009

Mr I Fitzgerald
Chief Executive Officer
Shire of Mingenew
PO Box 120
MINGENEW WA 6522

Dear Ian

Proposed ISA Agreement with Main Roads Western Australia

Thank you for your instructions in your email on 25 June 2009 and in our meeting on 26 June 2009.

You have sought my advice on various issues relating to the proposed Integrated Services Arrangement (**ISA**) with Main Roads Western Australia (**MRWA**).

1. Background

The main background materials you have provided to me are –

- (a) a draft Business Case in relation to the ISA, apparently prepared by MRWA in conjunction with the Shires of Carnamah, Coorow, Mingenew, Morawa, Mullewa, Perenjori and Three Springs (which, for ease of reference in this advice, I will refer to as the **Mid West Shires**);
- (b) reports from Suzanne Ward, Michael Keane and John Woodhouse following their meeting with MRWA and its legal representatives earlier last month;
- (c) letter dated 24 June 2009 from MRWA to Gavin Treasure; and
- (d) copy of the 'Establishment Agreement of the Wildflower Country Regional Council' (now known as the Mid West Regional Council, which I will refer to in this advice as **MWRC**).

2. Proposed ISA

The Business Case outlines various aspects of the proposed ISA including its objectives and main functions. As I understand the position, as set out in the Business Case, supplemented by my discussions with you, the main functions of the proposed ISA include, in broad terms.

- (a) integration of the functions relating to roads that are currently carried out by MRWA (in respect to the roads for which it has authority) and the Mid West Shires (in relation to the roads for which they have responsibility);
- (b) a 'single network management function' to include –
 - (i) roads managed by MRWA;
 - (ii) roads managed by the Mid West Shires, comprising those of regional significance and others; and
 - (iii) road management functions including asset management, major capital works and maintenance;
- (c) the proposed ISA is to be, or is at least to include, a formal agreement, (which is to follow a tender process), between –
 - (i) MRWA;
 - (ii) each of the Mid West Shires; and
 - (iii) the service provider (**Proposed Agreement**);
- (d) the service provider will not be the only provider of the services in relation to roads covered by the ISA. Each of the Mid West Shires will be able, subject (it appears) to the agreement of the others parties, to carry out work in relation to either or both –
 - (i) a MRWA road; and
 - (ii) a road under the control or management of that Shire (or, it appears, a road under the control and management of another Mid West Shire);
- (e) the costs incurred by the Shire in carrying out works on a MRWA road will be paid to the Shire by MRWA (and, presumably, the same principle would apply to work carried out by a Shire on a road under the control and management of another Mid West Shire);
- (f) an annual works program (to be agreed by all parties) will determine (among other things) what works are to be carried out, and who is to carry out those works;
- (g) an 'Agreed Set of Business Rules', to govern the application of the ISA, is to be developed by MRWA and the Mid West Shires; and
- (h) the MWRC will not be a party to the Proposed Agreement, but would be the 'representative' of the Mid West Shires although the nature of this 'representation' is unclear at this point.

3. Your questions

Your questions are –

- (a) whether each of the Mid West Shires – or the MWRC – must (or should) be a party to the Proposed Agreement (with the other parties being the MRWA and the successful service provider);
- (b) what representative role might be open to MWRC in the implementation of the Proposed Agreement; and
- (c) whether each of the Mid West Shires and/or the MRWC must prepare and advertise a business plan under section 3.59 of the *Local Government Act 1995*.

4. Shires as parties to Proposed Agreement

In my view, it is clear that a Mid West Shire that wishes to participate in the proposed ISA must be a party to the Proposed Agreement.

This conclusion is based on legal and practical consideration resulting from -

- (a) the statutory powers and obligations given to each Shire for the management of the roads (other than MRWA roads) within its district;
- (b) the statutory powers and obligations of each Shire in relation to the expenditure of funds in respect of the roads for which it is responsible; and
- (c) the exercise of each Shire's functions in relation to roads.

Under the current arrangements, including the Establishment Agreement of the MWRC, it would be necessary for each of the Mid West Shires to be a party to the Proposed Agreement.

Different questions arise in relation to the question whether the MWRC can and should be a party to the Proposed Agreement. As a matter of law, there is no doubt that the MWRC could be a party. However, in my view, in order to achieve the objectives set out in the Business Case, it would not be **necessary** for the MWRC to be a party to the Proposed Agreement. Whether, despite this, it would be **appropriate** for the MWRC to be a party would depend on factors such as –

- (a) the views, on this issue, of the MWRC itself;
- (b) the views, on this issue, of each of the other parties to the Proposed Agreement; and
- (c) the role that the MWRC is to have in the implementation of the Proposed Agreement.

The third of these issues is considered in more detail in the next part of this advice.

5. Role of the MWRC

5.1 Major factors

The nature and extent of the role, if any, that the MWRC would have under, or in connection with, the Proposed Agreement would depend principally on –

- (a) the role that the Mid West Shires would like the MWRC to have; and
- (b) the role (including the limitations on the role) that the MWRC can lawfully have under its Establishment Agreement (either in its current terms or as they may be amended).

5.2 Business Case position

The Business Case deals with the MWRC's role in sections 4.2 and 6.1. Section 4.2 includes the statement that –

'The Shires are agreed to establish a delegated authority for MWRC to represent it's [sic] interests in the Integrated Services Arrangement (ISA), i.e. individual Shire CEO's and Councillors will not be involved in any aspect of day to day operations once the agreement is in place'.

Section 6.1 states –

'6.1 The role of MWRC as Shire's [sic] Representative

The MWRC already exists as a vehicle for joint undertakings by the Shires. Both parties are agreed that the MWRC is legally nominated and legally empowered to act as Client's [sic] Representative in the ISA.

This role will also involve MWRC in business transactions arising from the Shires' participation in ISA activities. Appendix 2 (to be completed) comprises a formal Business Plan prepared by MWRC to support it's [sic] role in the ISA - in accordance with the requirements of the Local Government Act'.

As a threshold point, a Shire has no power formally to 'delegate' any function to a regional local government (see sections 5.16-5.18 and at 5.42-5.45 of the *Local Government Act*). Arrangements may, however, be put in place to enable a regional local government to exercise functions in its own right – not on behalf of any other body, including any other local government. However, I appreciate that it is not uncommon to hear it said that a function exercised by a regional local government is exercised on behalf of one or more of the relevant participant local governments.

Of greater immediate significance is the need to give closer consideration to what the Mid West Shires intend, in more specific terms, by the proposal that the MWRC would 'represent its interests'.

5.3 Functions proposed to be exercised by the MWRC

In examining this matter further, it may assist the Mid West Shires to consider what, if any, role they would want the MWRC to have in relation to each of the functions that would otherwise be exercisable by a Shire under, and as a party to, the Proposed Agreement.

For example, it appears that one of the key decisions to be made by a Shire each year under the Proposed Agreement relates to the adoption of an annual works program.

Although the relevant details have yet to be formulated, it appears that an annual works program will determine matters such as work priorities. It is not unreasonable to expect that, at least in some cases, the interests of each of the Mid West Shires will not be entirely aligned. There may, for example, be competing priorities among the Mid West Shires as to which works should be done in a particular year, and what priority should be given to those works.

The question then becomes whether each of the Mid West Shires, as a party to the Proposed Agreement, wishes to exercise for itself its powers to determine (by agreement with the other parties) the annual works program – or whether each of the Mid West Shires is satisfied that its powers in relation to this matter may be exercised by the MWRC on its behalf.

It is not just a question of each Mid West Shire appointing, or otherwise enabling, another body to make decisions and act on its behalf (in relation to one or more matters under the Proposed Agreement). In this case, the proposal appears to be that each Mid West Shire would enable the same body (ie the MWRC) to make those decisions and to take those actions. This raises conflict of interest issues. Where the interest of each of the Mid West Shires are not entirely aligned, the MWRC cannot act in the interests of each of the Shires that it represents. Instead, it can act (at best) in the interests of the group as a whole. (As a matter of law, this is somewhat different to the present situation where, as a separate legal entity, the MWRC must act in its own best interests – which may not coincide with the best interests of all or even a majority of the participant local governments.)

If each of the Mid West Shires considers that this is an acceptable outcome (and is preferable to each Shire representing its own interests in relation to that particular matter under the Proposed Agreement), then the terms of the authorisation given by each Mid West Shire to the MWRC should clearly specify that the interests of the Mid West Shires as a group are to take precedence, in the event of a conflict, over the interests of the Shire giving the authorisation.

A similar analysis should be undertaken in relation to each of the proposed functions (and particularly each of the decision making powers) that a Mid West Shire would otherwise have as a party to the Proposed Agreement.

Therefore, in considering whether it is feasible or desirable that the MWRC

‘represents the interests’ of each of the Mid West Shires, it is necessary to appreciate that (at best) the MWRC can represent only the collective interests of those Shires (as it determines), not their individual interests.

5.4 Range of ‘interests’

It is also necessary to appreciate that there are a variety of ‘interests’ of the Mid West Shires under the Proposed Agreement. Some interests may be administrative in nature. For example, as a party to the Proposed Agreement, a Shire would be expected to have a right to be given relevant notices and information. MWRC could act as each Shire’s representative in this respect under an arrangement whereby giving notice or information to the MWRC would be taken as being given to each Shire. This arrangement would be administratively convenient for the other parties to the Proposed Agreement – the MRWA and the service provider. The question for each Shire is whether this arrangement would be in its own best interests.

Other relevant ‘interests’ are likely to include rights to be consulted and to participate in decision making. Again, it would be more convenient for the other parties to the Proposed Agreement (MRWA and the service provider) to deal with a single entity (such as MWRC) rather than with 7 separate Shires as individual parties to the agreement. However, the critical question for each Mid West Shire is whether all or any of these functions should be exercised by itself or by the MWRC (or another representative body).

Another category of ‘interests’ of a Mid West Shire under the Proposed Agreement is likely to include obligations. In determining whether, and if so to what extent, a particular obligation on a Mid West Shire should be discharged by the MWRC, 2 additional factors need to be considered. Firstly, it is generally more difficult to persuade a third party to be responsible for the discharge of another’s obligations, than it is to arrange for a third party to exercise another’s powers. Secondly, in the absence of appropriate provisions in the Proposed Agreement and in the absence of the MWRC itself being a party to the Proposed Agreement, a Mid West Shire would retain the contractual responsibility and liability (to the other parties to the Proposed Agreement) for any failure (by the MWRC) to discharge an obligation under the Proposed Agreement – despite any arrangement that the Mid West Shire may have with the MWRC for the MWRC to perform that obligation.

5.5 Documentation between a Shire and the MWRC

If one or more of the Mid West Shires decides that the MWRC should be its representative in respect of one or more of the functions under the Proposed Agreement (and should exercise those functions on its behalf), it is highly desirable, if not legally necessary, that this be properly reflected in the terms of the Proposed Agreement itself. (Whether it should also be the subject of separate documentation between each of the Mid West Shires and the MWRC is considered later.)

For example, if the rights (including the decision making powers) of each of the Mid West Shires in respect of the annual work program are to be exercisable by the MWRC, the terms of the Proposed Agreement itself should make that clear. It

should also be clear from the Proposed Agreement itself whether (as is usually the case with an agency relationship) a Mid West Shire can, at any time, exercise any right under the Proposed Agreement itself – rather than through its representative.

The alternative would be that a Mid West Shire could never exercise its rights under the Proposed Agreement but would be bound by the decisions made and actions taken, on its behalf, by the MWRC. Perhaps the only ‘exception’ to this would be that, in the event of the dispute between the parties to the Proposed Agreement, a Mid West Shire could be sued and responsible in its own right.

If, and to the extent that, the Mid West Shires decide that their rights under the

Proposed Agreement should be exercisable by the MWRC, this should be the subject of appropriate documentation, other than the Proposed Agreement.

One way that this might be done (depending on the nature of the representative functions proposed to be exercised by the MWRC) could be by way of the ‘Service’ or ‘Project’ provisions under the Establishment Agreement of the MWRC. Another way would be to include appropriate provisions in the Proposed Agreement – but, to be effective, this would require that the MWRC became a party to the Proposed Agreement.

In my view, further consideration of these matters should be delayed until the nature and extent of the functions to be exercisable by the MWRC have been clarified.

6. Need for a business plan

Section 3.59(2) of the *Local Government Act* requires that a local government (which in this context includes a regional local government) must prepare a business plan before it –

- ‘(a) commences a major trading undertaking;
- (b) enters into a major land transaction; or
- (c) enters into a land transaction that is preparatory to entering into a major land transaction’.

In my view, the Proposed Agreement would not involve a 'land transaction' or a 'major land transaction' because there is no relevant acquisition or disposition of an interest in land and no 'develop[ment]' of land for the purposes of the definition of those expressions in section 3.59(1) of the *Local Government Act*.

Whether the Proposed Agreement involves a 'trading undertaking' or 'major trading undertaking' depends principally, in my view, on whether the Proposed Agreement involves –

‘an activity carried on by a local government with a view to producing profit to it’.

The information available to me would not support the conclusion that either the Proposed Agreement, or any activity carried on by a Mid West Shire under that agreement, would be 'with a view to producing a profit to it'. If you are aware of anything that may be relevant in this context, please let me know.

If the Proposed Agreement does not involve a 'trading undertaking' as that term is defined in section 3.59(1) of the *Local Government Act*, it would be unnecessary to consider whether the expenditure provisions of the definition of 'major trading undertaking' have been satisfied.

In short, on the information available to me, there would be no requirement for a Mid West Shire to prepare a business plan before becoming a party to the Proposed Agreement.

7. Conclusions

In my view, for the reasons set out –

- (a) each Mid West Shire that wishes to participate in the Proposed ISA must be a party to the Proposed Agreement;
- (b) the MWRC could be a party to the Proposed Agreement, but whether it should be a party depends largely on the role that it is to be given under the Proposed Agreement and in connection with the operation of that Agreement;
- (c) before determining the nature and extent of the MWRC's role, it would be necessary to clarify –
 - (i) what powers are exercisable by, and what obligations are imposed on, each of the Mid West Shires under the Proposed Agreement;
 - (ii) which of those powers each Mid West Shire considers should be exercisable, on its behalf, by the MWRC – on the basis that, in the event of a conflict, the MWRC must ensure that precedence is given to the interests of the Mid West Shires as a group, rather than the interests of a particular Shire;
 - (iii) which of those obligations each Mid West Shire considers should be discharged, on its behalf, by the MWRC – on the basis in the event of a failure by MWRC to discharge an obligation, each Mid West Shire would retain the contractual responsibility and liability

- to the other parties to the Proposed Agreement in respect of that obligation;
- (iv) the extent to which a Mid West Shire could itself exercise a power, or discharge an obligation, under the Proposed Agreement – even under an arrangement where it authorised or enabled the MWRC to act on its behalf; and
 - (v) on the basis of the details referred to in (i) – (iv), the powers of the MWRC under its Establishment Agreement to exercise the powers or discharge the obligations on behalf of a Mid West Shire in connection with the Proposed Agreement; and
- (d) once these matters are clarified and decisions are made by each Mid West Shire about the extent to which it is to enable the MWRC to act on its behalf, details of that arrangement must be properly documented – in the Proposed Agreement and in appropriate documentation between each Mid West Shire and the MWRC.

Please let me know if I can be of any further assistance.

Yours sincerely

Neil Douglas

Partner

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Government of
Western
Australia



mainroads
WESTERN AUSTRALIA

Enquiries: Robert Barnsley on 9323 4624
Our Ref: 07/6600
Your Ref:

ABN: 50 860 676 021

24 June 2009

Mr M. Hook
Chief Executive Officer
Shire of Coorow
PO Box 42
COOROW WA 6515

Dear Mark

**INTEGRATED SERVICES ARRANGEMENTS
POTENTIAL INVOLVEMENT OF LOCAL AUTHORITIES
INTEGRATED NETWORK**

As I am sure you are aware, Main Roads has been developing its strategy for the of road maintenance following the conclusion of the Term Network Contracts; or Network Contract that covers the Main Roads network that passes through your due to end in 2010. This strategy development is well advanced and action is to procure the replacement arrangements known as the Integrated Services Arrangements (ISAs).

In late 2007, discussions were held with a number of Local Government representatives to explore potential methods to maximise the involvement of Local Government in the of the road maintenance and other services through the ISAs.

These initial discussions led to a continuing dialogue with representatives of the Regional Council with the aim of exploring possible options of involving the Local Governments that make up the Mid West Regional Council in future road maintenance delivery. It was assumed by Main Roads that this ongoing dialogue, although with representatives of the Mid West Regional Council, was in fact being held with representatives of the seven Local Government Councils.

This dialogue has progressed to a stage where there was a high probability of an agreed method for going to the market with a joint Main Roads / Local Government approach for the delivery of a number of services.

To advance this potential approach, it was agreed to develop a joint Business Case exploring the possibility of an integrated network consisting of both of Main Roads roads and Local Government roads for the Integrated Services Arrangement (ISA) to cover the Main Roads Mid West and Gascoyne Regions. The purpose of this Business Case is to demonstrate or otherwise the viability for both Main Roads and Council suggested approach. In developing the Business Case, it may also become apparent that the suggested arrangement may not be acceptable to either party.



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Whilst there has been progress in the development of the Business Case, a fundamental question regarding the legal basis for such an agreement has not been clarified. The issue that requires urgent clarification is:

- who would be the parties to the agreement; and
- what are the legal obligations that arise from the agreement.

The discussions to date between Main Roads and the Mid West Regional Council representatives have not addressed this fundamental question.

It is Main Roads view that the agreement must be between Main Roads and the seven (7) Local Government Councils that comprise the Mid West Regional Council, not the Mid West Regional Council. As indicated above, the Main Roads representatives have been assuming that the discussions were being held with Council representatives. In recent weeks, this assumption has been questioned.

A recent meeting with representatives of the Mid West Regional Council and its legal adviser (Mr John Woodhouse) provided Main Roads with confirmation that the agreement must be between Main Roads and the seven Councils.

It is also my understanding that if the proposed approach of having a joint Main Roads and Local Government arrangement does eventuate the Mid West Regional Council may act as the agent of the seven Councils and provide services under the ISA, but the Mid West Regional Council would not be a party to the agreement. It is noted that Mr Woodhouse was only representing the Mid West Regional Council and hence was not in a position to offer an opinion with respect to the 7 councils.

It is my understanding that the Chief Executive Officer of the Mid West Regional Council, Ms Suzanne Ward has informed you of the above meeting and the desire of Main Roads to reach a speedy resolution to the uncertainty on whether your Council and the other member Councils that comprise the Mid West Regional Council wish to proceed with the suggested integrated approach for the delivery of road maintenance under the Integrated Services Arrangement.

It is imperative that this issue is addressed in a very timely manner. Without a clear resolution of this matter, the finalisation of the suggested arrangement under which Main Roads and Local Government can present an integrated network in the upcoming Request for Proposal documentation that is due for release this November is not possible.

Notwithstanding the above, Main Roads is and will continue to work closely with the Mid West Regional Council and its Consultant, Mr Michael Keane to progress the Business Case whilst the above matter is being resolved.

If the Business Case does demonstrate a positive outcome for the proposed arrangement, is your Council prepared to further develop the model and enter the legal agreement as described above?

Can you please advise me at your earliest opportunity of your Council's position in regard to the above question?

If you require any further information please contact me on 9323 4641.

Yours faithfully



J W B Noble
DIRECTOR
OPERATIONAL ASSET MANAGEMENT

cc Regional Manager Mid West Region
cc CEO Mid West Regional Council

10.1.6	LEEMAN TELECENTRE YOUTH PROGRAM – WAIVING OF FEES FOR LEEMAN RECREATION CENTRE
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AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	6 July 2009
FILE	T13, R7.6

SUMMARY:

Council is being requested to waive the fees for the Leeman Recreation Centre for the Leeman Telecentre Youth Program

BACKGROUND:

Council has received a written request from the Leeman Telecentre to waive the fees for the hire of the Leeman Recreation Centre over the winter months for youth activities.

COMMENT:

Under Council Policy the CEO has already waived the fees for the Leeman Recreation for activities for the youth program on 10 and 17 July 2009.

Council should support the Leeman Telecentre Youth program as it will assist Council in the long term with the youth being kept occupied over the School Holidays

STATUTORY ENVIRONMENT:

Nil.

STRATEGIC IMPLICATIONS:

GOAL 2 - SERVICES

Ensure the community has access to quality facilities and services to allow a safe and vibrant lifestyle.

POLICY IMPLICATIONS:

Council's Policy states:

Fees and Charges for Council facilities will be waived if the following criteria are met;

That the organisation hiring the Council facility is a local not for profit community organisation;

No alcohol or food is being served or prepared at the Council facility; and
An application is made in writing 28 days before the Council facility is hired.

The following organisations are exempt from the criteria up to annual cost of \$250:

- Leeman Parents and Citizens Association
- Coorow Parents and Citizens Association
- Green Head Community Association
- Coorow Townscape Committee
- Leeman Ratepayers and Progress Association
- St John Ambulance Leeman Green Head Sub Centre
- St John Ambulance North Midlands Sub Centre
- Coorow Christmas Tree

FINANCIAL IMPLICATIONS:

Cost to Council for waiving the hire of the Recreation Centre.

Annual cost for other Leeman sporting groups \$250 per year.

Hourly charge \$37 per hour one day per week for three months = \$37 one day per week for 3 months = \$444.

PUBLIC CONSULTATION:

No public consultation has taken place on this issue.

VOTING REQUIREMENT:

Simple Majority.

OFFICER RECOMMENDATION:

That Council waive the fees and charges for the Leeman Telecentre to use the Leeman Recreation Centre for Youth Programs for one day a week for the winter months to the end of September 2009 subject to the Leeman Telecentre being responsible for the cleaning of the Leeman Recreation Centre during its use by the Leeman Telecentre for Youth Programs.

RESOLUTION: 2009-101

Moved: Cr McTaggart **Seconded:** Cr George

That Council waive the fees and charges for the Leeman Telecentre to use the Leeman Recreation Centre for Youth Programs for one day a week for the winter months to the end of September 2009 subject to the Leeman Telecentre being responsible for the cleaning of the Leeman Recreation Centre during its use by the Leeman Telecentre for Youth Programs.

CARRIED 8/0

10.2 MANAGER REGULATORY SERVICES:

10.2.1 LOCAL PLANNING POLICY – SEA CONTAINERS

AUTHOR	Simon Lancaster
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	6 July 2009
ATTACHMENT	10.2.1 Draft Policy 6.6.15 Sea Containers
FILE	Policy Manual

SUMMARY:

Council resolved at its 17 June 2009 meeting:

“That Council request the Shire of Chapman Valley Planning Department prepare a Local Planning Policy to establish guidelines for the assessment of proposals to place sea containers or other similar relocatable storage units on land within the Municipality.”

In accordance with Councils direction a draft Local Planning Policy – Sea Containers has been prepared for its consideration.

BACKGROUND:

The purpose of this report is to present a draft Local Planning Policy for the Council’s consideration under Section 2.4 of its Town Planning Scheme.

A copy of draft Local Planning Policy 6.6.15 – Sea Containers has been included for Council’s consideration as Attachment 10.2.1.

COMMENT:

As reflected in the Policy Statement section of the draft Policy the use of sea containers for storage purposes, whilst functional and cost effective can prove to be unsightly and present a visual amenity issue from a street and adjoining properties. However, it is also recognised that there is generally a need to temporarily store and secure materials and machinery on building sites. For this reason a draft Policy has been prepared to support the approval of sea containers for storage purposes to a maximum of 24 months only on residential and rural residential/lifestyle type lots without affecting the use of sea containers in industrial areas or on farms greater than 20 hectares in area.

STATUTORY ENVIRONMENT:

A Local Planning Policy is not part of the Scheme and does not bind the local government in respect of any application for planning approval but the local government is to have due regard to the provisions of the Policy and the objectives which the Policy is designed to achieve before making its determination.

Section 2.2 of the Shire of Coorow Town Planning Scheme No.2 allows for Council to formulate, review or rescind Local Planning Policies:

“2.2 Local Planning Policies

The local government may prepare a Local Planning Policy in respect of any matter related to the planning and development of the Scheme area so as to apply –

- (a) generally or for a particular class or classes of matters; and*
- (b) throughout the Scheme area or in one or more parts of the Scheme area;*

and may amend or add to or rescind the Policy.”

Section 2.4 of the Town Planning Scheme requires the Council to publish a notice of the proposed Policy once a week for two consecutive weeks in a newspaper circulating in the Scheme area giving details of the subject and nature of the draft Policy, where it may be inspected, in what form submissions may be made, and the date of the submission period (which shall not be less than 21 days). At the conclusion of the advertising period the Council is required to review the proposed Policy in the light of any submissions made, and may resolve to adopt the Policy with or without modification, or not proceed with the Policy.

STRATEGIC IMPLICATIONS:

For the most part Local Planning Policies are formulated and aligned with a strategic planning direction as set by Council. The establishment of Local Planning Policies assist in guiding the type and standard of development the Council views as appropriate within particular areas of the Shire. As previously mentioned, Policies also provide a consistent approach to approving land use and development. Therefore, as a general rule it is important the Council not waiver from an adopted policy position without specific justification being provided and planning merit being identified.

Furthermore, it is also important that a continued review of Local Planning Policies be sustained to keep pace with current development trends and demands.

POLICY IMPLICATIONS:

The Shire of Coorow has the following Local Planning Policies:

- 6.6.1 Time Limit on Planning Consent
- 6.6.2 Policy on Car Parking Requirements
- 6.6.4 Conditions for Subdivisions
- 6.6.5 Home Occupation Approval - Renewal
- 6.6.6 South Bay, Green Head, Development Guidelines
- 6.6.7 ~~Residential Living in Industrial Zoned Areas~~ (Policy superseded by 6.6.10)
- 6.6.8 Outbuildings
- 6.6.9 Temporary Accommodation Camps
- 6.6.10 Caretakers Dwellings in General Industry Zone

- 6.6.11 Extractive Industry
- 6.6.12 Residential Design Codes – Setback Variations
- 6.6.13 Agro Forestry
- 6.6.14 Intensive Agriculture

FINANCIAL IMPLICATIONS:

There is a cost for the advertising of Local Planning Policies which will be covered by Councils existing Planning budget allocation.

VOTING REQUIREMENT:

Simple Majority.

OFFICER RECOMMENDATION:

That:

1. Council adopt draft Local Planning Policy 6.6.15 – Sea Containers as a draft for public comment and advertise it for a period of 21 days pursuant to Section 2.4.1 of the Shire of Coorow Town Planning Scheme No.2;
2. should no written, author-identified objections be received during the advertising period, then adopt for final approval Local Planning Policy 6.6.15 – Sea Containers pursuant to Section 2.4.2 of the Shire of Coorow Town Planning Scheme No.2 and proceed to publish a notice to this effect in the local newspaper pursuant to Clause 2.4.3 the Shire of Coorow Town Planning Scheme No.2; and
3. should there be any written, author-identified objections received during the advertising period, require staff to present to Council a further report.

RESOLUTION: 2009-102

Moved: Cr Rackemann **Seconded:** Cr McTaggart

That:

1. Council adopt draft Local Planning Policy 6.6.15 – Sea Containers as a draft for public comment and advertise it for a period of 21 days pursuant to Section 2.4.1 of the Shire of Coorow Town Planning Scheme No.2 with Policy Statement Point 1 to read:

‘Sea (shipping) containers are a class of development that can have an adverse effect on the visual amenity of an area. Therefore, in general the Shire carries a presumption against the use of sea containers other than in industrial and rural areas unless the Council can be satisfied a genuine need exists for short-term storage of materials and equipment, and the use and placement of a sea container/s can meet acceptable amenity standards in the locality. As such it is necessary that conditions be imposed should approval be granted to ensure an acceptable quality of development is achieved. Any approval granted will not exceed 24 months.’

2. *should no written, author-identified objections be received during the advertising period, then adopt for final approval Local Planning Policy 6.6.15 – Sea Containers pursuant to Section 2.4.2 of the Shire of Coorow Town Planning Scheme No.2 and proceed to publish a notice to this effect in the local newspapers pursuant to Clause 2.4.3 the Shire of Coorow Town Planning Scheme No.2; and*
3. *should there be any written, author-identified objections received during the advertising period, require staff to present to Council a further report.*

CARRIED 8/0

POLICY – HOUSING AND COMMUNITY AMENITIES

Sub Section: Town Planning and Regional Development

Policy Number: 6.6.15

Policy Subject: Sea Containers

- Policy Statement:
1. Sea (shipping) containers are a class of development that can have an adverse effect on the visual amenity of an area. Therefore, in general the Shire carries a presumption against the use of sea containers other than in industrial and rural areas unless the Council can be satisfied a genuine need exists for storage of materials and equipment, and the use and placement of a sea container/s can meet acceptable amenity standards in the locality. As such it is necessary that conditions be imposed should approval be granted to ensure an acceptable quality of development is achieved.
 2. For the purpose of this policy a sea container shall also include a re-locatable 'box type' storage container or unit. A sea container modified for the purpose of human habitation is not addressed in this Policy and further may be subject to detailed consideration by the Council based on merit.
 3. The placement of a sea (shipping) container or similar re-locatable storage unit on land, other than industrial land and rural land greater than 20 hectares in area, requires the planning approval of the local government as it is considered to fall within the definitions of 'development' under the Town Planning Scheme.
 4. In general, a sea container being used temporarily by a builder to store equipment, tools and building materials while constructing a building, will be exempt from this Policy. This exemption shall however, continue only during the time occupied in completing the building, and in any case shall not exceed the duration of 24 months of the date of issue of a building licence. In such instances the sea container must conform to any siting requirements of the Chief Executive Officer, and in the event of written, author-identified complaint being received, the matter may be referred to Council for its determination.
 5. Applications for the use of a sea container are required to address the following;
 - a) The submission of:

- a completed and sign planning application form and payment of application fee;
 - a site plan showing the proposed location of the development in relation to boundary setbacks, natural features, existing development, and adjoining buildings, to a scale of no less than 1:100;
 - a written submission detailing the use, condition, unit dimensions and visual amenity associated with the sea container;
 - any elevation drawings and/or photographs illustrating the presentation and appearance of a sea container in good repair and in uniform colour with no visible rust marks.
- b) The placement of a sea container, or similar, shown on a scaled site plan located behind an existing building and/or screen vegetation to minimise the visual impact from a road and adjoining properties.
6. Other than industrial and rural zoned land (for properties greater than 20 hectares in area) the local government will generally not support:
- a) more than one (1) sea (shipping) container on a property;
 - b) a container that exceeds 6.0m in length, 2.4m in width, and 2.6m in height.
7. Should there be any conflict between this Policy and the Shire of Coorow Town Planning Scheme No.2, the Town Planning Scheme shall prevail.

Objectives: To ensure an acceptable quality of development is achieved that does not detrimentally affect the amenity and streetscape of the locality.

Establish guidelines for the assessment of proposals to place sea (shipping) containers or other similar re-locatable storage units on land within the municipality.

Guidelines: The Council at its discretion may advertise the proposed use of sea (shipping) containers within a designated locality to ascertain the views of neighbouring and nearby residents prior to the application being considered.

A Local Planning Policy is not part of the Scheme and does not bind the local government in respect of any application for planning approval but the local government is to have due regard to the provisions of the Policy and the objectives which the Policy is designed to achieve before making its determination.

The Shire of Coorow Town Planning Scheme No.2 and the Residential Design Codes of Western Australia.

Resolution No: to be decided

Resolution Date: to be decided

Source: Shire of Coorow

Date of Review: June Annually

Review Responsibility: Chief Executive Officer

10.2.2 LOCAL PLANNING POLICY - OUTBUILDINGS

AUTHOR	Simon Lancaster
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	6 July 2009
ATTACHMENT	10.2.2 Policy 6.6.8 Outbuildings
FILE	Policy Manual

SUMMARY:

Council resolved at its 18 February 2009 meeting to adopt Policy 6.6.8 – Outbuildings.

All Local Planning Policies are to be reviewed annually by the Chief Executive Officer and during the operation of Policy 6.6.8 – Outbuildings it has become apparent that some minor amendments to the Policy will improve its ability to meet the strategic direction of Council, and enable greater efficiency when dealing with applications, thereby providing an improved level of service to the community.

BACKGROUND:

The purpose of this report is to present a draft update to Local Planning Policy 6.6.8 – Outbuildings for the Council's consideration under Section 2.4 of its Town Planning Scheme.

A copy of the July 2009 draft version of Local Planning Policy 6.6.8 - Outbuildings has been included for Council's consideration as Attachment 10.2.2.

COMMENT:

The operation of Local Planning Policy 6.6.8 – Outbuildings has revealed that there are two areas where the policy could be improved to meet with Council's direction and improve efficiency in dealing with applications:

- Currently the maximum outbuilding size permitted within residential zoned areas under Policy 6.6.8 is 75m², and it is recommended that the policy review increase this to 90m². The basis for this being that 90m² offers a storage area better able to meet the demands of residents without creating outbuildings of such an area that they dominate the block and reduce the amenity of the surrounding area.
- Currently the maximum outbuilding wall height permitted within residential zoned areas under Policy 6.6.8 is 3m, and it is recommended that the policy review increase this to 3.6m. The basis for this being that 3.6m offers improved clearance area to meet the demands of residents for items such as caravans and boats without creating outbuildings of such height that they are intrusive on the streetscape or reduce the amenity of neighbouring residents.

A review of recent Council approvals for outbuildings in excess of policy requirements bears out the proposed amendments, and the adoption of the updated policy would reflect the dimensions that Council has established as being acceptable in its residential zone, and streamline the development process for applicants. A list of outbuildings given approval by Council in excess of the current policy requirements demonstrates that in all but one instance the draft updated Policy 6.6.8 would allow for their approval under delegated authority:

• Lot 631 (No.54) Oceanview Drive, Green Head	99m²	4.3m wall height
• Lot 774 (No.5) Craike Way, Green Head	81m²	3.3m wall height
• Lot 600 (No.4) Peterson Place, Green Head	81m²	3.3m wall height
• Lot 647 (No.18) Glover Crescent, Green Head	74m ²	3.3m wall height
• Lot 632 (No.56) Oceanview Drive, Green Head	71m ²	3.5m wall height
• Lot 777 (No.6) Craike Way, Green Head	70m ²	3.3m wall height
• Lot 633 (No.58) Oceanview Drive, Green Head	69m ²	3.3m wall height
• Lot 751 (No.28) Craike Way, Green Head	65m ²	3.6m wall height
• Lot 767 (No.31) Craike Way, Green Head	50m ²	3.6m wall height

(Note: Dimensions exceeding current Policy 6.6.8 requirements displayed in bold font)

STATUTORY ENVIRONMENT:

A Local Planning Policy is not part of the Scheme and does not bind the local government in respect of any application for planning approval but the local government is to have due regard to the provisions of the Policy and the objectives which the Policy is designed to achieve before making its determination.

Section 2.2 of the Shire of Coorow Town Planning Scheme No.2 allows for Council to formulate, review or rescind Local Planning Policies:

“2.2 Local Planning Policies

The local government may prepare a Local Planning Policy in respect of any matter related to the planning and development of the Scheme area so as to apply –

- (c) generally or for a particular class or classes of matters; and*
- (d) throughout the Scheme area or in one or more parts of the Scheme area;*

and may amend or add to or rescind the Policy.”

Sections 2.4.6 and 2.5 of the Town Planning Scheme requires the Council to publish a notice of the proposed amendments to its Policy once a week for 2 consecutive weeks in a newspaper circulating in the Scheme area giving details of the subject and nature of the amended Policy, where it may be inspected, in what form submissions may be made, and the date of the submission period (which shall not be less than 21 days). At the conclusion of the advertising period the Council is required to review the amended Policy in the light of any submissions made, and may resolve to adopt the amended Policy with or without modification, or not proceed with the amended Policy.

STRATEGIC IMPLICATIONS:

For the most part local planning policies are formulated and aligned with a strategic planning direction as set by Council. The establishment of local planning policies aid in guiding the type and standard of development the Council views as appropriate within particular areas of the Shire. As previously mentioned, Policies also provide a consistent approach to approving land use and development. Therefore, as a general rule it is important the Council not waiver from an adopted policy position without specific justification being provided and planning merit being identified.

This report and the draft updated Policy highlight the importance of a continued review of Local Planning Policies to keep pace with current development trends, demands and Council expectations.

POLICY IMPLICATIONS:

It is suggested that the July 2009 version of Local Planning Policy 6.6.8 – Outbuildings supersede Local Planning Policy 6.6.8 – Outbuildings as adopted by Council at its 18 February 2009 meeting.

FINANCIAL IMPLICATIONS:

There is a cost for the preparation of subsequent advertising of Local Planning Policies which will be covered by the Councils existing Planning budget allocation.

VOTING REQUIREMENT:

Simple Majority.

OFFICER RECOMMENDATION:

That Council resolve to:

1. Adopt draft Local Planning Policy 6.6.8 – Outbuildings as a draft for public comment and advertise it for a period of 21 days pursuant to Sections 2.4.1 and 2.4.6 of the Shire of Coorow Town Planning Scheme No.2;
2. Should no written, author-identified objections be received during the 21 day advertising period, then adopt for final approval Local Planning Policy 6.6.8 – Outbuildings pursuant to Sections 2.4.2 and 2.4.6 of the Shire of Coorow Town Planning Scheme No.2 (thereby revoking Local Planning Policy 6.6.8 – Outbuildings as adopted by Council at its 18 February 2009 meeting pursuant to Section 2.5.a of the Scheme) and proceed to publish a notice to this effect in the local newspaper pursuant to Clause 2.4.3 the Shire of Coorow Town Planning Scheme No.2; and
3. Should there be any written, author-identified objections received during the advertising period, require staff to present to Council a further report.

RESOLUTION:

2009-103

Moved: McDonald

Seconded: Cr Waite

That Council resolve to:

1. *Adopt draft Local Planning Policy 6.6.8 – Outbuildings as a draft for public comment and advertise it for a period of 21 days pursuant to Sections 2.4.1 and 2.4.6 of the Shire of Coorow Town Planning Scheme No.2 as amended;*
2. *Should no written, author-identified objections be received during the 21 day advertising period, then adopt for final approval Local Planning Policy 6.6.8 – Outbuildings pursuant to Sections 2.4.2 and 2.4.6 of the Shire of Coorow Town Planning Scheme No.2 (thereby revoking Local Planning Policy 6.6.8 – Outbuildings as adopted by Council at its 18 February 2009 meeting pursuant to Section 2.5.a of the Scheme) and proceed to publish a notice to this effect in the local newspaper pursuant to Clause 2.4.3 the Shire of Coorow Town Planning Scheme No.2; and*
3. *Should there be any written, author-identified objections received during the advertising period, require staff to present to Council a further report.*

CARRIED 8/0

POLICY – HOUSING AND COMMUNITY AMENITIES

Sub Section: Town Planning and Regional Development

Policy Number: 6.6.8

Policy Subject: Outbuildings

Policy Statement: Pre-fabricated garden sheds, “cubby houses”, shade houses, kennels and other animal enclosures (such as aviaries) less than 9m² in total aggregate area and less than 2.1m in height (measured from natural ground level) are exempt from this policy.

Maximum standards for outbuildings are prescribed as follows:

- a) Residential zoned land - 90m² in area or 20% in aggregate of the site area, whichever is the lesser, with a maximum wall height of 3.6m and a total maximum height of 4.5m measured from natural ground level. (These area requirements do not override the open space requirements of Table 1 of the Residential Design Codes (2008) or any specific Scheme requirement);
- b) Rural Residential zoned land - 200m² in aggregate area with a maximum wall height of 4.0m and a total maximum height of 6.5m measured from natural ground level;
- c) Rural zoned land generally less than 20ha and adjacent to settlements or within a town site boundary - 240m² in aggregate area with a maximum wall height of 4.0m and a total maximum height of 6.5m measured from natural ground level;
- d) Rural zoned land greater than 20ha and not adjacent to settlements or within a town site boundary are not regulated by this policy.

NOTE: Regardless of zoning, in the case of lots with the potential for further subdivision, outbuildings may be approved by the local government that meet the maximum standards prescribed under this policy. In considering applications of this type due regard will be given to the objectives of this policy, and in order to protect the future amenity of the lots once subdivided, the local government may impose a condition of approval requiring that a legal agreement be lodged with the local government requiring that in the event of further subdivision of that property, the outbuilding must be removed or reduced in size to conform with this policy.

The erection of an outbuilding on vacant residential and rural residential zoned land shall not be approved unless the following requirements have been satisfied:

- a) The applicant or their builder has been issued with a Building Licence by the local government for the construction of a residence upon that lot, and the builder has commenced construction of the residence up to slab construction or erection of the sub-floor structure.

Other than for general storage and/or agricultural purposes an outbuilding shall not be used for any residential habitation, commercial or industrial use without the prior approval of the local government.

The storage of any items in connection with a commercial or industrial operation (e.g. crappots, building materials, etc), is considered contrary to the objectives of this policy and is therefore not considered sufficient justification for an increase in the maximum standards as prescribed in this Policy.

Regardless of zoning, on lots of 4ha or less, an outbuilding is to be located behind or to the side, but not forward of any existing dwelling on the lot unless the outbuilding is consistent in design and constructed in the same materials and colours as the dwelling.

All outbuildings proposed to be constructed in the South Bay subdivision are to be clad of non-reflective material as required under Statement 14 of Local Planning Policy 6.6.6.

Objectives:

To allow for variation to the Residential Design Codes for Element 10 – Incidental Development.

To provide a clear definition of what constitutes an “outbuilding”.

To ensure that outbuildings are not used for residential habitation, commercial (other than agricultural) or industrial purposes.

To limit the visual impact of outbuildings.

To encourage the use of outbuilding materials and colours that complement the landscape and amenity of the surrounding areas.

To ensure that the outbuilding remains an ancillary use to the main dwelling or the principal land use on the property.

“Outbuilding” – is defined in the Residential Design Codes of WA (2008) as: “an enclosed non-habitable structure that is detached from any dwelling.”

“Enclosed” means the enclosure of any side of an outbuilding, including the roof being clad with a non-permeable material. The use of permeable materials such as open lattice or shade cloth does not constitute an enclosed side;

e.g. an enclosed side includes walls with a number of openings (windows etc.).

e.g. a shade sail is not considered an outbuilding.

e.g. an open sided, roofed patio completely detached from the dwelling is considered an outbuilding.

e.g. a non-enclosed addition to an existing outbuilding (veranda, patio or carport etc.) shall constitute an extension to that outbuilding.

“Non-habitable” means a Class 10 building as defined under the BCA.

Note: For a structure detached from the dwelling to be considered “habitable” it must be built to a Class 1 standard as prescribed under the BCA (i.e. Must contain ablution, kitchen, laundry facilities etc.).

“Detached” means detached in the sense of “not belonging”, “standing apart” or “not contiguous” to another building and being of a “free standing” nature.

Note: If a new structure is proposed to be connected to any part of an existing habitable building (i.e. via veranda, walkway, breezeway, carport, garage etc.) then for it NOT to be considered an outbuilding it must be constructed in the same materials and finish to the existing habitable building, and to the Class 1 building standards under the BCA. If not then the proposed structure shall be considered an “attached” outbuilding.

Guidelines:

Any variation to any part of the above policy in relation to Residential zoned land will require consultation with affected landowners and/or occupiers and their written neighbour consent to these variations should preferably be given.

A Local Planning Policy is not part of the Scheme and does not bind the local government in respect of any application for planning approval but the local government is to have due regard to the provisions of the Policy and the objectives which the Policy is designed to achieve before making its determination.

The Shire of Coorow Town Planning Scheme No. 2, and the Residential Design Codes of Western Australia (2008)

Resolution No:	2009-010 and to be decided
Resolution Date:	19 November 2008, 18 February 2009 and to be decided
Source:	Shire of Chapman Valley Planning Department
Date of Review:	June Annually
Review Responsibility:	Chief Executive Officer

10.3 PRINCIPAL WORKS SUPERVISOR:

10.3.1 REQUEST FOR THE COLLECTION OF NATIVE PLANT SEED FROM SHIRE OF COOROW ROAD RESERVES

AUTHOR	Kelvin Bean
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	6 July 2009
FILE	R12 Road Verges – Wildflowers

SUMMARY:

Council is to consider a request from Lorna Timbers of Greening Australia WA, for the collection of native seed within reserves in the Shire of Coorow for a twelve month period beginning 1 July 2009.

COMMENT:

Council considers this matter annually upon application from Greening Australia.

In 2008 Council investigated the need for and induction and Public Liability Insurance for people working in Council Reserves. As Greening Australia is not a contractor or an employee of Council, there is no need for Council to do an induction.

Council staff will insist on a current Public Liability Certificate to be provided before any work will take place in Council's reserves.

In the past permission has been given to government departments for the collection of various native seeds, but not to commercial enterprises for profit.

It is recommended that Council impose the following conditions to all applications for the collection of native seeds including:

1. permission is for a twelve month period commencing 1 July 2009;
2. all staff are to wear high visibility safety vests;
3. any stationary vehicles are to use revolving amber flashing lights;
4. appropriate hygiene measures be followed at all times to prevent the spread of plant disease and weeds;
5. all care be taken to avoid the disturbance of fauna habitat;
6. all care be taken to avoid any disturbance that may lead to soil degradation; and
7. no work to commence in Council reserves until Council has received a current Certificate for Public Liability Insurance.

Seed collected from within Shire of Coorow reserves will be utilised in strategic revegetation projects throughout the Midwest Region, and will directly benefit the community as a whole. Some seeds may also be used for the purposes of research into best practice revegetation and development of tree cropping programs for the region.

STATUTORY ENVIRONMENT:

Nil.

STRATEGIC IMPLICATIONS:

By allowing the collection of seed, Council provides a mechanism for the survival of various and endangered native flora.

POLICY IMPLICATIONS:

Shire of Coorow Policy 8.1.1 – Management of Road Reserves.

FINANCIAL IMPLICATIONS:

Nil

PUBLIC CONSULTATION:

Nil.

VOTING REQUIREMENTS:

Simple Majority.

OFFICER RECOMMENDATION:

That Council grant permission to Greening Australia WA, to collect native plant seed on road reserves within the Shire of Coorow with the conditions that:

1. permission is for a twelve month period commencing 1 July 2009;
2. all staff are to wear high visibility safety vests;
3. any stationary vehicles are to use revolving amber flashing lights;
4. appropriate hygiene measures be followed at all times to prevent the spread of plant disease and weeds;
5. all care be taken to avoid the disturbance of fauna habitat;
6. all care be taken to avoid any disturbance that may lead to soil degradation; and
7. no work to commence in Council reserves until Council has received a current Certificate for Public Liability Insurance.

RESOLUTION:

2009-104

Moved: Cr Williams

Seconded: Cr Waite

That Council grant permission to Greening Australia WA, to collect native plant seed on road reserves within the Shire of Coorow with the conditions that:

- 1. permission is for a twelve month period commencing 1 July 2009;*
- 2. all staff are to wear high visibility safety vests;*
- 3. any stationary vehicles are to use revolving amber flashing lights;*
- 4. appropriate hygiene measures be followed at all times to prevent the spread of plant disease and weeds;*
- 5. all care be taken to avoid the disturbance of fauna habitat;*
- 6. all care be taken to avoid any disturbance that may lead to soil degradation; and*
- 7. no work to commence in Council reserves until Council has received a current Certificate for Public Liability Insurance.*

CARRIED 8/0

12. URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION:

RESOLUTION: **2009-105**

Moved: Cr Waite

Seconded: Cr Bothe

That Council move the order of business to deal with Items 12.1 and 12.3 before Item 10.4.1.

CARRIED 8/0

12.1 LATE ITEMS – APPROVAL TO CONSIDER

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	15 July 2009
FILE:	

SUMMARY:

Council is requested to accept a Late Agenda Item to consider the Shire of Coorow's Structural Reform submission and the appointment of the WA State Electoral Commission to run the 2009 Ordinary Election for the Shire of Coorow as a postal voting election.

COMMENT:

Staff are attempting to have the Agenda prepared at least a week before each Council Meeting. In completing this schedule, business of an urgent nature will arise from time to time in particular where commercial activities within the district would be delayed by Council not considering the item.

STATUTORY ENVIRONMENT:

Shire of Coorow – Standing Orders Local Law 1999

Section 2.10:

In cases of extreme urgency or other special circumstance, matters may, with the consent of the person presiding, or by decision of the members present, be raised without notice and decided by the meeting.

10.7 Council (or Committee) to Meet Behind Closed Doors - Effect of Motion

- (1) Subject to any deferral under clause 3.7 or other decision of the Council or committee, this motion, if carried, causes the general public and any officer or employee the Council or committee determines, to leave the room.
- (2) While a decision made under this clause is in force the operation of clause 9.5 limiting the number of speeches a member of the Council may make, is suspended unless the Council decides otherwise.

- (3) Upon the public again being admitted to the meeting the person presiding, unless the Council or committee decides otherwise, is to cause the motions passed by the Council or committee whilst it was proceeding behind closed doors to be read out including the vote of a member or members to be recorded in the minutes under section 5.21 of the Act.
- (4) A person who is a Council member, a committee member, or an employee is not to publish, or make public any of the discussion taking place on a matter discussed behind closed doors, but this prohibition does not extend to the actual decision made as a result of such discussion and other information properly recorded in the minutes. Penalty \$5,000.

FINANCIAL, POLICY AND STRATEGIC IMPLICATIONS:

There appear to be no implications in this regard.

OFFICER RECOMMENDATION:

That Council accept the Late Agenda Item 12.2 Structural Reform.

RESOLUTION: **2009-106**

Moved: Cr Bothe ***Seconded:*** Cr Waite

That Council accept the Late Agenda Item 12.2 Structural Reform and 12.3 Appointment of the WA State Electoral Commission to run the 2009 Ordinary Election for the Shire of Coorow as a postal voting election

CARRIED 8/0

12.3	WA STATE ELECTORAL COMMISSION – 2009 ORDINARY ELECTION
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AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	15 July 2009
FILE	

SUMMARY:

Council is being requested to appoint the WA State electoral commission to run the 2009 Ordinary Election for the Shire of Coorow as a Postal Voting Election.

BACKGROUND:

Council has discussed the option of having the WA State Electoral Commission run the 2009 Ordinary Election as a postal voting election. Council requested that this item be included in the 2009 Budget Estimates.

COMMENT:

Council has left the amount in the 2009/10 Budget to run the election as a postal voting election with the WA Electoral Commission.

STATUTORY ENVIRONMENT:

Local Govt Act 1995

STRATEGIC IMPLICATIONS:

Nil.

POLICY IMPLICATIONS:

Nil

FINANCIAL IMPLICATIONS

An amount of \$10,000 has been included in the 2009/2010 Budget.

VOTING REQUIREMENTS:

Simple Majority

OFFICER RECOMMENDATION:

That Council, as per section 4.20(4) of the *Local Government Act 1995*, appoint the Electoral Commissioner responsible for the conduct of the 2009 Ordinary Elections together with any other elections or polls which may also be required and in accordance with section 4.61(2) of the *Local Government Act 1995* to conduct the election as a full postal election .

Mr Kelvin Bean left the meeting at 4.58pm

RESOLUTION: 2009-107

Moved: Cr Williams

Seconded: Cr George

That Council, as per section 4.20(4) of the Local Government Act 1995, appoint the Electoral Commissioner responsible for the conduct of the 2009 Ordinary Elections together with any other elections or polls which may also be required and in accordance with section 4.61(2) of the Local Government Act 1995 to conduct the election as a full postal election .

CARRIED 6/2 BY ABSOLUTE MAJORITY

Cr Waite requested all votes be recorded

**For – Cr Girando, Cr Williams, Cr George, Cr McDonald, Cr McTaggart, Cr
Rackemann**

Against – Cr Bothe, Cr Waite

10.4 DEPUTY CHIEF EXECUTIVE OFFICER:

10.4.1 ACCOUNTS FOR PAYMENT

AUTHOR	Erika Clement
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	2009
ATTACHMENT	10.4.1 Accounts Due and Submitted To Council Meeting 15 July 2009

SUMMARY:

Council approval is required for payment of accounts made within the months of June 2009 and July 2009 and to approve payments of accounts due in July 2009.

COMMENT:

Approval is sought for the following list of payments of accounts made since Council's last meeting on 17 June 2009 and of accounts that are now due.

A list of all payments submitted for approval is contained at Attachment 10.4.1 Accounts Due and Submitted to Council Meeting on 15 July 2009.

STATUTORY ENVIRONMENT:

Local Government (Financial Management) Regulations 1996

13 Lists of Accounts

- (1) If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared:
 - (a) the payee's name;
 - (b) the amount of the payment;
 - (c) the date of the payment; and
 - (d) sufficient information to identify the transaction.
- (2) A list of accounts for approval to be paid is to be prepared each month showing:
 - (a) for each account which requires council authorization in that month:
 - (i) the payee's name;
 - (ii) the amount of the payment; and
 - (iii) sufficient information to identify the transaction; and
 - (b) the date of the meeting of the council to which the list is to be presented.
- (3) A list prepared under subregulation (1) or (2) is to be:
 - (a) presented to the council at the next ordinary meeting of the council after the list is prepared; and
 - (b) recorded in the minutes of that meeting;

STRATEGIC, POLICY & FINANCIAL IMPLICATIONS:

There are no financial, policy or strategic implications regarding this matter.

VOTING REQUIREMENT:

Simple Majority

OFFICER RECOMMENDATION:

That payments listed at Attachment 10.4.1 Accounts Due and Submitted to Council Meeting on 15 July 2009 including:

1. Vouchers 18058 to 18088, 18090 to 18106, PR71010709 to PR72300609, DD13100609 to DD13120509, EFT1889 to EFT1998, DCEO, CEO, MRS VISA CARDS totalling \$719,915.83 from Council's Municipal Fund; and
2. Vouchers 100 to 105 totalling \$15,447.89 from Council's Trust Fund

be authorised and passed for payment.

RESOLUTION: 2009-108

Moved: Cr McTaggart **Seconded:** Cr Williams

That payments listed at Amended Attachment 10.4.1 Accounts Due and Submitted to Council Meeting on 15 July 2009 including:

1. *Vouchers 18082 to 18088, 18090 to 18106, PR71010709 to PR72300609, DD100609 to DD010709, EFT1947 to EFT1998, DCEO, CEO, MRS VISA CARDS totalling \$402,369.22 from Council's Municipal Fund; and*
2. *Vouchers 100 to 105 totalling \$15,447.89 from Council's Trust Fund*

be authorised and passed for payment.

CARRIED 8/0

Due to an error in the cheque list identified prior to the meeting, Council's Deputy Chief Executive Officer tabled an amended cheque list.

Accounts due and submitted to Council 15 July 2009

Chq/EFT	Date	Name	Description	TRUST	MUNI
100	26/06/2009	NACAP	ROAD BOND REFUND BEROS ROAD WARRADARGE	12,000.00	
101	26/06/2009	SHIRE OF COOROW	ROAD BOND REFUND BEROS ROAD DAMAGES NACAP	1,000.00	
102	29/06/2009	BUILDERS' REGISTRATION BOARD OF WA	BRB LEVY	368.50	
103	29/06/2009	SHIRE OF COOROW	BRB LEVY COMMISSION	60.50	
104	29/06/2009	BUILDING & CONST INDUSTRY TRAINING FUND	BCITF LEVY	1,972.69	
105	29/06/2009	SHIRE OF COOROW	BCITF LEVY COMMISSION	46.20	
EFT1947	17/06/2009	FIRE & EMERGENCY SERVICES AUTHORITY	ESL RETURN MAY 09		3,035.85
EFT1948	29/06/2009	BEND-TECH ENGINEERING	REMANUFACTURE OF COOLANT PIPE CW0033		132.00
EFT1949	29/06/2009	STATEWIDE BEARINGS	BEARINGS - ROAD ROLLER		876.15
EFT1950	30/06/2009	AUSTRALIA POST-LPO	PAPER COOROW		2,526.85
EFT1951	30/06/2009	ADAPT-A-LIFT	SERVICE MANUAL - CW 0033		377.72
EFT1952	30/06/2009	AUSTRAL MERCANTILE COLLECTIONS	FEES COLLECTION AGENCY		352.00
EFT1953	30/06/2009	AVON WASTE	WASTE REMOVAL		9,765.72
EFT1954	30/06/2009	BAY GLASS	WINDOW GLASS REPAIR LEEMAN REC CENTRE		136.00
EFT1955	30/06/2009	COURIER AUSTRALIA	FREIGHT LISWA		319.49
EFT1956	30/06/2009	COVENTRY GROUP LTD	MUD FLAPS-CW0034/21 MIXER OXY HAND PIECE, ASST NUTS & BOLTS, HEATER HOSES, FILTERS		3,683.28
EFT1957	30/06/2009	COOROW HIGHWAY STORE	MILK, CLEANING SUPPLIES, PAPERS		64.67
EFT1958	30/06/2009	CUNNINGHAMS AG SERVICES	TUBE, HYDRAULIC HOSE, BATTERY		667.40
EFT1959	30/06/2009	COOROW HOTEL	MEALS COUNCIL MEETING 17 JUNE 09		492.50
EFT1960	30/06/2009	COOROW AG PTY LTD	SILICONE, PIPE FITTINGS, KETTLE, BROOM, LEAD, CHLORINE, GAS		611.10
EFT1961	30/06/2009	DOMCAR	ELECTRICAL CONNECTIONS WORKSHOP		366.30
EFT1962	30/06/2009	FAMILY SHOPPING CENTRE	CONSUMABLES		574.37
EFT1963	30/06/2009	FARMWORKS	RIVET GUN & RIVETS		43.24
EFT1964	30/06/2009	GREEN HEAD PLUMBING & GAS	PLUMBING REPAIRS GREEN HEAD PUBLIC TOILETS		496.90
EFT1965	30/06/2009	GH COUNTRY COURIERS	FREIGHT PURCHER		37.62
EFT1966	30/06/2009	GREEN HEAD COMMUNITY CENTRE	ELECTRICITY		671.36

Accounts due and submitted to Council 15 July 2009

Chq/EFT	Date	Name	Description	TRUST	MUNI
EFT1967	30/06/2009	GERALDTON FUEL CO PTY LTD	LEEMAN FUEL		8,588.00
EFT1968	30/06/2009	HITACHI CONST MACHINERY (AUST) P/L	SHANK, TOOTH CW0012		512.64
EFT1969	30/06/2009	IT VISION	TRAINING COURSE - RO GERALDTON		587.75
EFT1970	30/06/2009	KLEENHEAT GAS	LPG BULK MALEY PARK		179.06
EFT1971	30/06/2009	LEEMAN HARDWARE	REPAIRS TO DYNAMITE BAY TOILET ROOF		178.55
EFT1972	30/06/2009	LEISURE INSTITUTE OF WA AQUATICS (INC)	CONFERENCE - POOL MANAGER		430.00
EFT1973	30/06/2009	ML COMMUNICATIONS	PHONE RENTAL LEEMAN		321.25
EFT1974	30/06/2009	METROCOUNT	METROCOUNT TRAINING COURSE - PWS		1,303.50
EFT1975	30/06/2009	MIDALIA STEEL PTY LTD	FLAT BAR, CUTTING DISC, STEEL ANGLE- WORKSHOP RAMPS		752.70
EFT1976	30/06/2009	MCINTOSH & SON	JOYSTICK ASSEMBLY CW0027		308.00
EFT1977	30/06/2009	NEAT N' TRIM UNIFORMS PTY LTD	UNIFORMS CSO LEEMAN, MRS		565.00
EFT1978	30/06/2009	NORTH MIDLANDS AGRICULTURAL SOCIETY	SPONSORSHIP NORTH MIDLANDS ART SHOW		150.00
EFT1979	30/06/2009	NORTH MIDLANDS MOTORS	TYRES- CW0050		471.00
EFT1980	30/06/2009	PURCHER-INTERNATIONAL PTY LTD	FILTERS CW0010		1,816.18
EFT1981	30/06/2009	PAPER PLUS OFFICE NATIONAL	STATIONARY LEEMAN		210.88
EFT1982	30/06/2009	RNR CONTRACTING PTY LTD	COAL ASH MAMBOOBIE FLOODWAY		1,650.00
EFT1983	30/06/2009	RBC-RURAL	PHOTOCOPIER METERPLAN CHARGES		1,924.33
EFT1984	30/06/2009	RICOH FINANCE	LEASE CHARGES PHOTOCOPIERS		663.49
EFT1985	30/06/2009	SHERIDANS FOR BADGES	BADGES		78.72
EFT1986	30/06/2009	STAR TRACK EXPRESS	FREIGHT- WATTLEUP,HITACHI,ADAPT-A-LIFT		289.26
EFT1987	30/06/2009	RELIANCE PETROLEUM	TQ-DX111 OIL - CW0016		251.44
EFT1988	30/06/2009	TRUCKLINE	TOW COUPLING REPAIR KIT CW004		351.12
EFT1989	30/06/2009	THE PAPER COMPANY OF AUSTRALIA	PAPER LEEMAN		952.60
EFT1990	30/06/2009	THREE SPRINGS SHIRE COUNCIL	CONTRIBUTION THREE SPRINGS MEDICAL CENTRE		11,680.94
EFT1991	30/06/2009	TUSS CONCRETE	CONCRETE PRODUCTS- MAMBOOBIE FLOODWAY		7,874.90
EFT1992	30/06/2009	VALUER GENERAL'S OFFICE	GRV VALAUTIONS		445.69
EFT1993	30/06/2009	WATTLEUP TRACTORS	DOOR PARTS- CW0026		9,011.20
EFT1994	30/06/2009	WREN OIL	WASTE OIL REMOVAL GREEN HEAD		236.50

Accounts due and submitted to Council 15 July 2009

Chq/EFT	Date	Name	Description	TRUST	MUNI
EFT1995	30/06/2009	WAITE JAN	SITTING & TRAVEL FEES MAY		197.22
EFT1996	30/06/2009	W A TREASURY CORPORATION	LOAN REPAYMENT LOAN #79		12,297.53
EFT1997	30/06/2009	WILSON MACHINERY	HYDRO MOTOR REPAIRS - TREE PRUNING SAW		2,951.14
EFT1998	30/06/2009	ALAN WILLIAMS	PRE PLACEMENT MEDICAL		151.80
18082	10/06/2009	SHIRE OF COOROW - LOTTO	PAYROLL DEDUCTIONS		180.00
18083	22/06/2009	AUSTRALIAN TAXATION OFFICE	FRINGE BENEFIT TAX 2009		13,717.55
18084	24/06/2009	SHIRE OF COOROW - LOTTO	PAYROLL DEDUCTIONS		180.00
18085	24/06/2009	PAYROLL DEDUCTION - CSA	PAYROLL DEDUCTIONS		1,367.32
18086	24/06/2009	PAYROLL DEDUCTION - SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS		19,809.19
18087	26/06/2009	AUSTRALIAN TAXATION OFFICE	MAY BAS		88,896.00
18088	01/07/2009	SHIRE OF COOROW	VEHICLE LICENSES 08/09		5,300.05
18090	30/06/2009	AUSTRALIAN COMMUNICATIONS AUTHORITY	RADIO LICENSE RENEWAL CW, GH, LE		144.00
18091	30/06/2009	BLACKWOODS	NITRILE CORK		123.97
18092	30/06/2009	MICHAEL BOTHE	SITTING FEES MAY		120.00
18093	30/06/2009	DIRECT PROPERTY VALUATIONS	VALUATION OF LOT58 & LOT 59 THOMAS ST LEEMAN		660.00
18094	30/06/2009	GARY GEORGE	SITTING & TRAVEL FEES		308.10
18095	30/06/2009	JASON SIGNMAKERS	MUSTER POINT SIGNS		154.00
18096	30/06/2009	JURIEN MECHANICAL & DIESEL SERVICES	REPAIRS TO GREEN HEAD FIRE TRUCK CW0055		352.00
18097	30/06/2009	LOCAL GOVERNMENT SUPERVISORS ASSN OF WA INC	LOCAL GOVERNMENT SUPERVISORS ASSC MEMBERSHIP		38.50
18098	30/06/2009	MOORA UPHOLSTERY	REUPHOLSTER FORKLIFT SEAT- CW0033		437.80
18099	30/06/2009	RURAL HEALTH WEST	RURAL HEALTH WEST MEMBERSHIP		100.00
18100	30/06/2009	SHIRE OF CARNAMAH	TRAINING COURSE - LUNCH		35.88
18101	30/06/2009	SYNERGY	STREET LIGHTING		3,456.50
18102	30/06/2009	SHIRE OF CHAPMAN VALLEY	TOWN PLANNING CHARGES MAY 2009		2,313.20
18103	30/06/2009	SHARED SERVICES CENTRE-STATE LIBRARY OF WA	DAMAGED BOOK CW LIBRARY		13.20
18104	30/06/2009	TELSTRA	PHONE ACCOUNTS		2,133.20
18105	30/06/2009	WILLIAMS AK & P	SITTING FEES JUNE		60.00
18106	30/06/2009	YARRA BUILDING SERVICES	INSURANCE REPAIRS COOROW BOWLING CLUB		9,020.00

Accounts due and submitted to Council 15 July 2009					
Chq/EFT	Date	Name	Description	TRUST	MUNI
			KITCHEN		
13100609	10/06/2009	BANKWEST	MASTERCARD DCEO		529.91
13100609	10/06/2009	BANKWEST	MASTERCARD CEO		272.04
13100609	10/06/2009	BANKWEST	MASTERCARD MRS		15.80
71010709	01/07/2009	TRANSPORT DEPT OF	TRANS LICENSING		854.90
71030709	03/07/2009	TRANSPORT DEPT OF	TRANS LICENSING		5,353.05
71060709	06/07/2009	TRANSPORT DEPT OF	TRANS LICENSING		4,967.85
71300609	30/06/2009	TRANSPORT DEPT OF	TRANS LICENSING		18,706.20
72010709	01/07/2009	TRANSPORT DEPT OF	TRANS LICENSING		1,025.40
72030709	03/07/2009	TRANSPORT DEPT OF	TRANS LICENSING		48.45
72060709	06/07/2009	TRANSPORT DEPT OF	TRANS LICENSING		1,996.45
72300609	30/06/2009	TRANSPORT DEPT OF	TRANS LICENSING		22,695.10
DDEBIT	10/06/2009	PAYROLL	PAYROLL		36,660.00
DDEBIT	24/06/2009	PAYROLL	PAYROLL		36,432.00
	01/07/2009	PAYROLL-FELIX MCQUISTAN	PAYROLL		1,812.00
				15,447.89	402,369.22

10.4.2 2009/2010 ANNUAL BUDGET ADOPTION

AUTHOR	Stuart Billingham
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	7 July 2009
ATTACHMENTS	10.1.9 2009/2010 Draft Budget
FILE	B4/10 Budget 2009/10

SUMMARY:

Council's 2009/2010 Budget is presented to Council for adoption.

BACKGROUND:

Council considered the first Draft Budget at the Budget Workshop meeting held on Wednesday 15 June 2009 at the Coorow District Hall.

COMMENT:

A budget workshop was held on 15 June 2009 and the Draft 2009/10 Budget was presented for discussion.

STATUTORY ENVIRONMENT:

Council's 2009/2010 Budget documents contain a number of items that require adoption by Council under the Local Government Act 1995. These are in accordance with:

- As per Section 6.32 (1) of the Local Government Act 1995, Rates and Minimum Rates to be levied on all rateable property be as follows:

RATE TYPE	Rate in \$	Number of Properties	Rateable Value \$	2009/10 Budgeted Rate
Differential General Rate				
GRV – Town	10.6700	769	\$6,648,530	\$709,398
UV - Agricultural	1.1380	200	\$110,493,000	\$1,257,410
UV - Mining	7.4100	16	\$680,460	\$50,422
Total		985	\$117,821,990	\$2,017,230
	Minimum			
Minimum Rates	\$			
GRV – Town	600	143	\$607,552	\$85,800
UV - Agricultural	600	7	\$89,800	\$4,200
UV - Mining	600	28	\$49,137	\$16,800
Total		178	\$746,489	\$106,800
Total Rates Levied			118,617,825	2,124,031

- As required by Section 6.37 of the Local Government Act 1995, specified rates are to be levied on rateable properties as follows:

RATE TYPE	Rate in \$	Number of Properties	Rateable Value \$	2009/10 Budgeted Rate
Specified Area Rate				
GRV – Leeman/Green Head	0.1115	809	\$6,629,943	\$7,392.39
GRV - Coorow	0.2870	93	\$552,423.00	\$1,585.45
UV - Coorow	0.0209	207	\$110,582,800	\$23,111.81
Total				

- Differential rating has been adopted in the past for Unimproved Values based on the land use of either Agriculture or Mining. Council has advertised the proposed differential rates, as required by Section 6.36 of the Local Government Act 1995, and no submissions have been received;
- Section 6.33(3) of the Local Government Act 1995 requires that the Minister for Local Government's approval be sought for the imposing of differential rates which are more than twice the lowest differential general rate;
- Section 6.35 (5) of the Local Government Act 1995 requires that the Minister for Local Government's approval be sought for the imposing of a minimum payment where the number of separately rated properties in the district on which a minimum payment is imposed is greater than 50%;
- Section 6.46 of the Local Government Act a discount of 5% be allowed for payment of rates in full within 35 days of the date of issue of the rate notice;
- Section 6.45 of the Local Government Act a 5.5% interest charge be levied on rates instalments, Deferred Pensioners Rates' excluded;
- Section 6.51 of the Local Government Act an 11% interest charge be levied on all overdue rates outstanding, Deferred Pensioners' Rates excluded;
- Section 6.45 of the Local Government Act an administration charge of \$5 be levied for the second and each of the subsequent rates instalments;
- Section 6.32 (1) of the Local Government Act 1995 the Schedule of Rents, Leases and Charges as detailed in the budget document;
- Section 64 (2) of the Local Government (Financial Management) Regulations 1996 that the due date for instalments be set as follows:

Two Instalment Option

1st Instalment due 24 August 2009
2nd Instalment due 24 December 2009

Four Instalment Option

1st Instalment due 24 August 2009
2nd Instalment due 24 October 2009
3rd Instalment due 24 December 2009
4th Instalment due 24 February 2010

- Section 6.19 of the Local Government Act 1995 requires a local government to give local public notice of any fees or charges it wishes to impose after adoption of the annual budget.

FINANCIAL AND POLICY IMPLICATIONS:

The budget sets the Council approved expenditure for the 2009/2010 financial year.

STRATEGIC IMPLICATIONS:

Nil.

VOTING REQUIREMENTS:

Absolute Majority for all recommendations.

OFFICER RECOMMENDATIONS:

Recommendation 1:

MUNICIPAL FUND BUDGET

That the Municipal Fund Budget, showing rates to be levied at (to be tabled) be applied by the Shire of Coorow for the 2009/2010 financial year.

STRIKING OF RATES

That the Rates and Minimum Rates to be levied on all rateable property be as follows:

Valuation	Rate cents/dollar	Minimum Rate \$
Gross Rental Value		
Town	10.6700	600
Unimproved Value		
Agricultural	1.1380	600
Mining	7.4100	600

RESOLUTION: 2009-109

Moved: Cr George

Seconded: Cr Williams

That the Municipal Fund Budget, showing rates to be levied at \$2,124,031 be applied by the Shire of Coorow for the 2009/2010 financial year.

STRIKING OF RATES

That the Rates and Minimum Rates to be levied on all rateable property be as follows:

Valuation	Rate cents/dollar	Minimum Rate \$
Gross Rental Value		
Town	10.6700	600
Unimproved Value		
Agricultural	1.1380	600
Mining	7.4100	600

CARRIED 8/0 BY ABSOLUTE MAJORITY

Recommendation 2:

That a specified area rate be levied on rateable properties as follows:

Valuation	Rate cents/dollar
Gross Rental Value	
Leeman/Green Head Town	0.1115
Coorow Rural	0.0209
Coorow Town	0.2870

RESOLUTION: **2009-110**

Moved: Cr Bothe

Seconded: Cr Williams

That a specified area rate be levied on rateable properties as follows:

Valuation	Rate cents/dollar
Gross Rental Value	
Leeman/Green Head Town	0.1115
Coorow Rural	0.0209
Coorow Town	0.2870

CARRIED 8/0 BY ABSOLUTE MAJORITY

Recommendation 3:

That Council:

1. apply to the Minister for Local Government for approval to impose differential rates which are more than twice the lowest differential general rate;
2. apply to the Minister for Local Government for approval to impose a UV Mining minimum payment where the number of separately rated UV Mining properties in the district on which a minimum payment is imposed is greater than 50%.

RESOLUTION: **2009-111**

Moved: Cr Waite

Seconded: Cr Bothe

That Council:

1. *apply to the Minister for Local Government for approval to impose differential rates which are more than twice the lowest differential general rate;*
2. *apply to the Minister for Local Government for approval to impose a UV Mining minimum payment where the number of separately rated UV Mining properties in the district on which a minimum payment is imposed is greater than 50%.*

CARRIED 8/0 BY ABSOLUTE MAJORITY

Recommendation 4:

ADOPTION OF DISCOUNT FOR EARLY PAYMENT OF RATES

That a discount of 5% be offered on current rates 2009/2010 for early payment of rates, subject to the payment of all rates, rubbish charges and arrears within 35 days of the date of issue of Council's 2009/10 rate notice.

RESOLUTION: **2009-112**

Moved: Cr Waite

Seconded: Cr McDonald

That a discount of 5% be offered on current rates 2009/2010 for early payment of rates, subject to the payment of all rates, rubbish charges and arrears within 35 days of the date of issue of Council's 2009/10 rate notice.

CARRIED 8/0 BY ABSOLUTE MAJORITY

Comment

That the DCEO prepare a report for Council outlining the cost/benefit of providing ratepayers with a discount for the October 2009 Ordinary Meeting.

Mr Kelvin Bean returned to the meeting at 5.05pm

Recommendation 5:

INSTALMENT PLAN INTEREST RATE

- That a charge be levied at 5.5% per annum calculated by simple interest method and applied to rates and rubbish removal charges to be paid by instalments, after the first payment is made, Deferred Pensioners Rates' excluded;

LATE PAYMENT INTEREST RATE

- That a charge be levied at 11% per annum calculated by simple interest method and be applied where the instalment option is not in place, (35 days after the date of issue of the rate notice), to all overdue rates, service and rubbish charges, Deferred Pensioners Rates' excluded;

INSTALMENT PLAN ADMINISTRATION CHARGE

- That an administration charge of \$5.00 per instalment be levied , excluding the first instalment payment (required within 35 days from the date of issue of the rates notice) and applied to rates and rubbish removal charges;

INSTALMENT PLAN DATES

- the due date for instalments of rates payments be set as follows;

Two Instalment Option

1 st Instalment due	24 August 2009
2 nd Instalment due	24 December 2009

Four Instalment Option

1 st Instalment due	24 August 2009
2 nd Instalment due	24 October 2009
3 rd Instalment due	24 December 2009
4 th Instalment due	24 February 2010

RESOLUTION: 2009-113

Moved: Cr Williams

Seconded: Cr Waite

INSTALMENT PLAN INTEREST RATE

- That a charge be levied at 5.5% per annum calculated by simple interest method and applied to rates and rubbish removal charges to be paid by instalments, after the first payment is made, Deferred Pensioners Rates' excluded;*

LATE PAYMENT INTEREST RATE

- That a charge be levied at 11% per annum calculated by simple interest method and be applied where the instalment option is not in place, (35 days after the date of issue of the rate notice), to all overdue rates, service and rubbish charges, Deferred Pensioners Rates' excluded;*

INSTALMENT PLAN ADMINISTRATION CHARGE

- That an administration charge of \$5.00 per instalment be levied , excluding the first instalment payment (required within 35 days from the date of issue of the rates notice) and applied to rates and rubbish removal charges;*

INSTALMENT PLAN DATES

- the due date for instalments of rates payments be set as follows;

Two Instalment Option

1 st Instalment due	24 August 2009
2 nd Instalment due	24 December 2009

Four Instalment Option

1 st Instalment due	24 August 2009
2 nd Instalment due	24 October 2009
3 rd Instalment due	24 December 2009
4 th Instalment due	24 February 2010

CARRIED 8/0 BY ABSOLUTE MAJORITY

Recommendation 6:

That the Radio and Television Rebroadcasting Service Charge be set at \$30 per property and applied to properties within the town sites of Leeman, Green Head & Coorow, excluding vacant property, with Pensioner eligible for a discount 50% discount on the full charge.

RESOLUTION: 2009-114

Moved: Cr Rackemann ***Seconded:*** Cr Bothe

That the Radio and Television Rebroadcasting Service Charge be set at \$30 per property and applied to properties within the town sites of Leeman, Green Head & Coorow, excluding vacant property, with Pensioner eligible for a discount 50% discount on the full charge.

CARRIED 8/0 BY ABSOLUTE MAJORITY

Recommendation 7:

ADOPTION OF 2009/10 FEES AND CHARGES

- That Council adopt the 2009/10 Budget Schedule of Fees and Charges including Rents, Leases etc.
- Rubbish Removal Service Charges

That rubbish service charges of:

Domestic Rubbish Removal

\$200.00* first weekly service 240 Litre MGB
\$220.00 extra weekly service 240 Litre MGB

Eligible Pensioners domestic Rubbish removal charge;

\$120.00* first weekly service 240 Litre MGB
\$132.00 extra weekly service 240 Litre MGB

Commercial/Industrial Rubbish Removal

\$200.00 Commercial/Industrial Rubbish (First service 240 Litre MGB)
\$1,470.00 Commercial/Industrial Rubbish (First Service - 1.5m3 Bulk Bin)
\$2,150.00 Commercial/Industrial Rubbish (First Service - 3m3 Bulk Bin)

be applied to each property serviced by the compulsory rubbish disposal contract, in accordance with the provisions of the Health Act 1911.

*indicates GST free

VARIOUS FEES AND CHARGES

RECOMMENDATION

That the following items be adopted:

- i) Councillors' Meeting attendance fees

Attendance at Council meetings	\$60
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- ii) Shire President's Attendance Fee and Allowances as per s5.98

Attendance at Council meetings	\$120
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- iii) Allowance for Information Technology expenses

That an amount of \$250 per elected member for the 2009/2010 Budget.

RESOLUTION: **2009-115**

Moved: Cr Williams

Seconded: Cr Bothe

That Council adopt the 2009/10 Budget Schedule of Fees and Charges including Rents, Leases etc.

Rubbish Removal Service Charges

That rubbish service charges of:

Domestic Rubbish Removal

\$200.00 first weekly service 240 Litre MGB*

\$220.00 extra weekly service 240 Litre MGB

Eligible Pensioners domestic Rubbish removal charge;

\$120.00 first weekly service 240 Litre MGB*

\$132.00 extra weekly service 240 Litre MGB

Commercial/Industrial Rubbish Removal

\$220.00 Commercial/Industrial Rubbish (First service 240 Litre MGB)

\$2,300.00 Commercial/Industrial Rubbish (First Service - 1.5m³ Bulk Bin)

\$2,300.00 Commercial/Industrial Rubbish (First Service - 3m³ Bulk Bin)

be applied to each property serviced by the compulsory rubbish disposal contract, in accordance with the provisions of the Health Act 1911.

**indicates GST free*

VARIOUS FEES AND CHARGES

That the following items be adopted:

- i) Councillors' Meeting attendance fees
Attendance at Council meetings \$60
- ii) Shire President's Attendance Fee and Allowances as per s5.98
Attendance at Council meetings \$280
- iii) Allowance for Information Technology expenses
That an amount of \$250 per elected member for the 2009/2010 Budget.

CARRIED 7/1 BY ABSOLUTE MAJORITY

Councils resolution differed from the Officer Recommendation as the Deputy Chief Executive Officer advised that the Commercial Bulk Bins were not being charged at a price that was covering Councils cost. Therefore Council felt that the Commercial Bulk Bins charge should be on a cost recovery basis.

Recommendation 8:

That Council adopt the Revenue and Expenditure as detailed in the 2009/2010 Budget.

RESOLUTION: **2009-116**

Moved: Cr Williams **Seconded:** Cr McTaggart

That Council adopt the Revenue and Expenditure as detailed in the 2009/2010 Budget.

CARRIED 8/0 BY ABSOLUTE MAJORITY

Recommendation 9:

LEVELS OF MATERIALITY 2009/2010

That Council sets its levels of material variances that need to be reported on at 10% and/or greater than \$10,000.

RESOLUTION: **2009-117**

Moved: Cr Waite **Seconded:** Cr McTaggart

That Council sets its levels of material variances that need to be reported on at 10% and/or greater than \$10,000.

CARRIED 8/0 BY ABSOLUTE MAJORITY

10.4.3 LEEMAN P&C – DONATION

AUTHOR	Stuart Billingham
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	8 July 2009
FILE	D3

SUMMARY:

Council is being requested to make a donation to the Leeman P&C Quiz Night to be held in October 2009.

BACKGROUND:

Council has received the following request from the Leeman Parents and Citizens Association:

The Leeman Primary School is made up of 59 students from Green Head and Leeman ranging from ages Kindergarten to Year 7. The Leeman Parents and Citizens Association are fundraising to replace the student's class room air conditioners at Leeman Primary School. The Mid West high temperatures combined with the very old air conditioners make for some extremely uncomfortable conditions for the students to learn in.

The Leeman P&C have been holding cake stalls and sausage sizzles to assist in our fundraising efforts. Our major fundraiser will be a Quiz Night in October this year. This is where we need your help. We are seeking donations, in the form of items for raffles and prizes for our 'P&C Quiz Night'.

If you could please kindly donate, we would greatly appreciate it. In return your company will be recognized in our school newsletter which is also published in our local community paper, the 'Snag Island News', sold in Leeman, Green Head and Jurien Bay.

Please look on our request favourably and help us to help our kids.

COMMENT:

Council sets an amount for donations each year in the Annual Budget process to accommodate requests such as this.

STATUTORY ENVIRONMENT:

2009/10 Shire of Coorow Budget

STRATEGIC IMPLICATIONS:

Nil.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

2009/10 Shire of Coorow Budget

VOTING REQUIREMENTS:

Simple Majority.

OFFICER RECOMMENDATION:

That Council donate \$50 to the Leeman Parents and Citizens Association for the P&C Quiz Night to be held in October 2009.

RESOLUTION: 2009-118

Moved: Cr McTaggart ***Seconded:*** Cr George

That Council donate \$50 to the Leeman Parents and Citizens Association for the P&C Quiz Night to be held in October 2009.

CARRIED 8/0

Cr Rackemann declared an Impartiality Interest in Item 10.4.4 being that he is the President of the Leeman Country and Sporting Club and did not take part in any debate on Item 10.4.4.

10.4.4	LEEMAN COUNTRY AND SPORTING CLUB DONATION REQUEST
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AUTHOR	Stuart Billingham
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	8 July 2009
FILE	D3

SUMMARY:

Council is being requested to contribute \$3,000 to the Leeman Country and Sporting Club to replace the existing community bus.

BACKGROUND:

Council has received the following letter of request from the Leeman Country and Sporting Club:

I am writing on behalf of the Leeman Country & Sporting Club to request financial assistance from the Shire so we can replace our existing community bus.

Lotterywest will provide 50% of the total cost of the replacement vehicle which is \$20,000. The bus we would like to purchase is 22 seater ex school bus which is in much better condition than our existing bus and which we expect to be able to maintain for at least 10 years.

The bus is currently used monthly by the seniors who travel to Geraldton for Doctors appointments, shopping, etc, by the Football Club, Bowling Club, Fishermen (to attend meetings in Jurien, Dongara, Geraldton, Leeman Primary School when an additional bus is required for excursions, swimming lessons etc and is occasionally hired by other groups or individuals.

Ideally we are seeking a contribution of \$3,000 from the Shire, with Lotterywest providing \$10,000 in funding and the Leeman Country & Sporting Club meeting the remaining costs.

I hope you will look favourably on our request as ours is currently the only community bus available within the Shire of Coorow and it needs to be replaced urgently.

COMMENT:

Council already makes a donation to the Leeman Senior Citizens for the provision of fuel for the Community Bus.

The replacement of the Community Bus has been raised by the Country Club in previous years, and is an important service provided to the Leeman community.

STATUTORY ENVIRONMENT:

2009/10 Shire of Coorow Budget

STRATEGIC IMPLICATIONS:

GOAL 2 – SERVICES

Ensure the community has access to quality facilities and services to allow a safe and vibrant lifestyle.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

2009/10 Shire of Coorow Budget

VOTING REQUIREMENTS:

Simple Majority.

OFFICER RECOMMENDATION:

That Council includes \$3,000 in the 2009/10 Budget for a contribution towards the Leeman Country & Sporting Club Community Bus.

RESOLUTION: 2009-119

Moved: Cr Williams ***Seconded:*** Cr McTaggart

That Council donates \$3,000 for a contribution towards the Leeman Country & Sporting Club Community Bus.

CARRIED 8/0

Council's resolution differed from the Officers Recommendation as the amount had already been included in the 2009/10 Adopted Budget.

11. QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN:

Nil.

12. URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION:

12.2 STRUCTURAL REFORM

AUTHOR	Mark Hook
DISCLOSURE OF INTEREST	Nil
DATE OF REPORT	15 July 2009
FILE	L10.9

SUMMARY:

Council is being requested to advertise for a consultant to undertake the proposed mergers of the Shires of Coorow, Carnamah and Irwin including the possible split of the Shire of Coorow with adjoining Local Governments.

BACKGROUND:

Council has been considering the structural reform issue and as each month goes by additional information has been presented and different amalgamation proposals appear.

The public consultation process showed to me a willingness to embrace an amalgamation in a variety of ways.

Council has formulated a position on amalgamation at the last meeting where the following motion was passed.

RESOLUTION: 2009-078
Moved: Cr McDonald Seconded: Cr Waite
That Council progresses the formal amalgamation of the Shires of Coorow, Carnamah, Mingnew, Three Springs and Irwin.

CARRIED 5/3

COMMENT:

Since the last Council meeting, the Shire of Irwin has advised that they will be undertaking the consultancy on their own without the Shires of Coorow or Carnamah but will be looking at the five and/or three shire mergers.

Prior to the changes by the Council resolutions in May and June the Chief Executive Officers had drafted a Scope of Works.

Discussions have been held with the Acting Chief Executive Officer of the Shire of Carnamah and it appears that the Shire of Carnamah is still willing to be part of a joint submission to the Minister.

Below is an amended version of the Scope of Works prepared by the Shires of Irwin, Carnamah and Coorow Chief Executive Officers with the required adjustments with the withdrawal of the Shire of Irwin and the possible split of the Shire of Coorow .

SCOPE OF WORKS

Review of proposed merger including the Shires of Carnamah, Coorow and Irwin

Introduction

In February 2009, the Minister for Local Government announced wide-ranging Local Government Reform Strategies. As part of this, he has encouraged each local government within Western Australia to embrace the opportunity for voluntary amalgamations to achieve much needed structural reform in this State. As part of this initiative, the Minister is also advocating each council to have an elected member group of between six and nine.

The Shires of Carnamah, Coorow and Irwin are located within the mid west region and following a number of meetings involving different groupings of local governments have generally agreed that:

- *The first preference would be an amalgamation of the Shires of Carnamah, Coorow, Mingenew, Three Springs and Irwin due to geography and communities of interest, and*
- *The decision of Mingenew and Three Springs not to be part of an amalgamation that includes Irwin, notwithstanding the strong communities of interest, needs to be respected as there is only scope for voluntary amalgamations at this stage.*

Accordingly the Shires of Carnamah and Coorow have agreed to engage a consultant to assess and determine the sustainability of an amalgamation of these three local governments. The consultancy report needs to be completed in accordance with this scope of works and the Structural Reform Guidelines as prepared by the Local Government Reform Steering Committee.

Requirements

The successful consultant will be required to:

1. *Provide an assessment of the opportunities and benefits that may be derived from a merger of the Shires of Carnamah, Coorow and Irwin.*
2. *Provide an assessment of the opportunities and benefits that may be derived from a Split of the Shire of Coorow into other surrounding Shires.*

3. *Provide a detailed report which includes an overview of the area including current economic, historical, topographic and demographic characteristics and identifiable communities of interest.*
4. *Provide an assessment of how a merger of the three local governments or split of the Shire of Coorow will improve social, economic and environmental capacity on behalf of the affected communities;*
5. *Provide an assessment of how the gaps identified in each local governments reform checklist could be addressed through a merger of the three local governments;*
6. *Provide a detailed assessment based on a new local government being formed to replace the current Shires of Carnamah, Coorow and Irwin that includes the following:*
 - a. *The financial viability, including the impact on the financial assistance grants and the long term viability of the proposed new local government taking into account predicted shifts in future populations;*
 - b. *The effective delivery of local government services including cost of services and opportunities to improve the quality and range of services provided to the local community;*
 - c. *Elected member representation, including the balance between the rural and urban communities in the local government area and ability to ensure that local communities are not disenfranchised;*
 - d. *Communities of interest including identification of key communities of interest and assessment of how proposals would impact on these groups, including identifying how community identity and representation will be preserved or improved; and*
 - e. *Staffing issues including requirements relating to redundancies under the Local Government Act 1995, structural requirements for any interim management arrangements and a proposed organisation structure for the proposed new local government.*

The consultant will be required to prepare a report to meet the requirements of each local government to prepare a reform submission by the end of August 2009. The report will also need to include possible transition timeframe and an assessment of additional costs that are likely to be incurred as part of the transition.

Project Management

The consultants will be required to work closely with the three local governments and to provide regular feedback to a joint steering committee comprising two councillors and CEO from each of the local governments (a total of nine people). The consultant will also be required to make a presentation to a joint meeting of all Councillors from the three local governments on the outcomes and key findings.

The manner in which the consultant intends to work with the Committee should be outlined in their proposal.

STATUTORY ENVIRONMENT:

Local Government Act 1995

Local Government Advisory Board

STRATEGIC IMPLICATIONS:

A myriad of issues are going to arise particular to local government and its structures and functions; many others of a general commercial nature. Examples include dealing with real property and other assets, employees, intellectual property, financial arrangements.

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

The Department of Local Government and Regional Development will provide a grant of up to \$10,000 per Local Government. With the Shire of Carnamah, the two Councils will be eligible for \$20,000.

PUBLIC CONSULTATION:

Council has held two public meetings that were facilitated by Joe Burgess of the Western Australian Local government Association, Joe's report has previously been presented to Council. Council also surveyed the community and those responses have also been provided to Council in other Agendas.

VOTING REQUIREMENT:

Absolute Majority

OFFICER RECOMMENDATION:

That Council make an application to the Department of Local Government and Regional Development with the Shire of Carnamah to enable a suitable consultant to be engaged to undertake a feasibility study of a merger of the three Local Government Authorities using the following scope of works.

SCOPE OF WORKS

Review of proposed merger including the Shires of Carnamah, Coorow and Irwin

Introduction

In February 2009, the Minister for Local Government announced wide-ranging Local Government Reform Strategies. As part of this, he has encouraged each local government within Western Australia to embrace the opportunity for voluntary amalgamations to achieve much needed structural reform in this State. As part of this

initiative, the Minister is also advocating each council to have an elected member group of between six and nine.

The Shires of Carnamah, Coorow and Irwin are located within the mid west region and following a number of meetings involving different groupings of local governments have generally agreed that:

- The first preference would be an amalgamation of the Shires of Carnamah, Coorow, Mingenew, Three Springs and Irwin due to geography and communities of interest, and
- The decision of Mingenew and Three Springs not to be part of an amalgamation that includes Irwin, notwithstanding the strong communities of interest, needs to be respected as there is only scope for voluntary amalgamations at this stage.

Accordingly the Shires of Carnamah and Coorow have agreed to engage a consultant to assess and determine the sustainability of an amalgamation of these three local governments. The consultancy report needs to be completed in accordance with this scope of works and the Structural Reform Guidelines as prepared by the Local Government Reform Steering Committee.

Requirements

The successful consultant will be required to:

- Provide an assessment of the opportunities and benefits that may be derived from a merger of the Shires of Carnamah, Coorow and Irwin.
- Provide an assessment of the opportunities and benefits that may be derived from a Split of the Shire of Coorow into other surrounding Shires.
- Provide a detailed report which includes an overview of the regional area including current economic, historical, topographic and demographic characteristics and identifiable communities of interest.
- Provide an assessment of how a merger of the three local governments or split of the Shire of Coorow will improve social, economic and environmental capacity on behalf of the affected communities;
- Provide an assessment of how the gaps identified in each local governments reform checklist could be addressed through a merger of the three local governments;
- Provide a detailed assessment based on a new local government being formed to replace the current Shires of Carnamah, Coorow and Irwin that includes the following:
 - The financial viability, including the impact on the financial assistance grants and the long term viability of the proposed new local government taking into account predicted shifts in future populations;

- The effective delivery of local government services including cost of services and opportunities to improve the quality and range of services provided to the local community;
- Elected member representation, including the balance between the rural and urban communities in the local government area and ability to ensure that local communities are not disenfranchised;
- Communities of interest including identification of key communities of interest and assessment of how proposals would impact on these groups, including identifying how community identity and representation will be preserved or improved; and
- Staffing issues including requirements relating to redundancies under the Local Government Act 1995, structural requirements for any interim management arrangements and a proposed organisation structure for the proposed new local government.

The consultant will be required to prepare a report to meet the requirements of each local government to prepare a reform submission by the end of August 2009. The report will also need to include possible transition time frame and an assessment of additional costs that are likely to be incurred as part of the transition.

Project Management

The consultants will be required to work closely with the two local governments and to provide regular feedback to a joint steering committee comprising two councillors and CEO from each of the local governments (a total of six people). The consultant will also be required to make a presentation to a joint meeting of all Councillors from the Shire of Carnamah and Coorow on the outcomes and key findings.

The manner in which the consultant intends to work with the two Councils must be outlined in their proposal.

RESOLUTION: 2009-120

Moved: Cr McTaggart **Seconded:** Cr George

That Council make an application to the Department of Local Government and Regional Development to enable a suitable consultant to be engaged to undertake a feasibility study of merger possibilities using the following scope of works.

SCOPE OF WORKS

Review of proposed merger including the Shires of Carnamah, Coorow and Irwin

Introduction

In February 2009, the Minister for Local Government announced wide-ranging Local Government Reform Strategies. As part of this, he has encouraged each local government within Western Australia to embrace the opportunity for

voluntary amalgamations to achieve much needed structural reform in this State. As part of this initiative, the Minister is also advocating each council to have an elected member group of between six and nine.

The Shires of Carnamah, Coorow and Irwin are located within the mid west region and following a number of meetings involving different groupings of local governments have generally agreed that:

- The first preference would be an amalgamation of the Shires of Carnamah, Coorow, Mingenew, Three Springs and Irwin due to geography and communities of interest, and*
- The decision of Mingenew and Three Springs not to be part of an amalgamation that includes Irwin, notwithstanding the strong communities of interest, needs to be respected as there is only scope for voluntary amalgamations at this stage.*

Accordingly the Shires of Carnamah and Coorow have agreed to engage a consultant to assess and determine the sustainability of an amalgamation of these three local governments. The consultancy report needs to be completed in accordance with this scope of works and the Structural Reform Guidelines as prepared by the Local Government Reform Steering Committee.

Requirements

The successful consultant will be required to:

- Provide an assessment of the opportunities and benefits that may be derived from a merger of the Shires of Carnamah, Coorow and Irwin.*
- Provide an assessment of the opportunities and benefits that may be derived from a Split of the Shire of Coorow into other surrounding Shires.*
- Provide a detailed report which includes an overview of the regional area including current economic, historical, topographic and demographic characteristics and identifiable communities of interest.*
- Provide an assessment of how a merger of the three local governments or split of the Shire of Coorow will improve social, economic and environmental capacity on behalf of the affected communities;*
- Provide an assessment of how the gaps identified in each local governments reform checklist could be addressed through a merger of the three local governments;*
- Provide a detailed assessment based on a new local government being formed to replace the current Shires of Carnamah, Coorow and Irwin that includes the following:*
 - The financial viability, including the impact on the financial assistance grants and the long term viability of the proposed new local government taking into account predicted shifts in future populations;*

- *The effective delivery of local government services including cost of services and opportunities to improve the quality and range of services provided to the local community;*
- *Elected member representation, including the balance between the rural and urban communities in the local government area and ability to ensure that local communities are not disenfranchised;*
- *Communities of interest including identification of key communities of interest and assessment of how proposals would impact on these groups, including identifying how community identity and representation will be preserved or improved; and*
- *Staffing issues including requirements relating to redundancies under the Local Government Act 1995, structural requirements for any interim management arrangements and a proposed organisation structure for the proposed new local government.*

The consultant will be required to prepare a report to meet the requirements of each local government to prepare a reform submission by the end of August 2009. The report will also need to include possible transition time frame and an assessment of additional costs that are likely to be incurred as part of the transition.

Project Management

The consultants will be required to work closely with the two local governments and to provide regular feedback to a joint steering committee comprising two councillors and CEO from each of the local governments (a total of six people). The consultant will also be required to make a presentation to a joint meeting of all Councillors from the Shire of Carnamah and Coorow on the outcomes and key findings.

The manner in which the consultant intends to work with the two Councils must be outlined in their proposal.

**CARRIED 5/3
BY ABSOLUTE MAJORITY**

AMENDMENT:

Moved: Cr Waite **Seconded:** Cr Bothe

That Council make an application to the Department of Local Government and Regional Development to enable a suitable consultant to be engaged to undertake a feasibility study of merger possibilities using the following scope of works.

SCOPE OF WORKS

Review of proposed merger possibilities for the Shire of Coorow including the Shires of Carnamah, Coorow, Irwin, Three Springs and Mingenew

Introduction

In February 2009, the Minister for Local Government announced wide-ranging Local Government Reform Strategies. As part of this, he has encouraged each local government within Western Australia to embrace the opportunity for voluntary amalgamations to achieve much needed structural reform in this State. As part of this initiative, the Minister is also advocating each council to have an elected member group of between six and nine.

The Shire of Coorow is located within the mid west region and following a number of meetings involving different groupings of local governments have generally agreed that preferences:

- to include the possible splitting of the Shire of Coorow,*
- an amalgamation of the Shires of Carnamah, Coorow, Mingenew, Three Springs and Irwin due to geography and communities of interest, and*

Accordingly the Shire of Coorow has agreed to engage a consultant to assess and determine the sustainability of amalgamations. The consultancy report needs to be completed in accordance with this scope of works and the Structural Reform Guidelines as prepared by the Local Government Reform Steering Committee.

Requirements

The successful consultant will be required to:

- Provide an assessment of the opportunities and benefits that may be derived from a merger of the Shires of Carnamah, Coorow, Three Springs, Mingenew and Irwin.*
- Provide an assessment of the opportunities and benefits that may be derived from a merger of the Shire of Coorow into other surrounding Shires.*
- Provide an assessment of the opportunities and benefits that may be derived from a Split of the Shire of Coorow into other surrounding Shires.*
- Provide a detailed report which includes an overview of the regional area including current economic, historical, topographic and demographic characteristics and identifiable communities of interest.*
- Provide an assessment of how a merger of local governments or split of the Shire of Coorow will improve social, economic and environmental capacity on behalf of the affected communities;*
- Provide an assessment of how the gaps identified in each local governments reform checklist could be addressed through a merger of local governments;*

- *Provide a detailed assessment based on a new local government being formed that includes the following:*
 - *The financial viability, including the impact on the financial assistance grants and the long term viability of the proposed new local government taking into account predicted shifts in future populations;*
 - *The effective delivery of local government services including cost of services and opportunities to improve the quality and range of services provided to the local community;*
 - *Elected member representation, including the balance between the rural and urban communities in the local government area and ability to ensure that local communities are not disenfranchised;*
 - *Communities of interest including identification of key communities of interest and assessment of how proposals would impact on these groups, including identifying how community identity and representation will be preserved or improved; and*
 - *Staffing issues including requirements relating to redundancies under the Local Government Act 1995, structural requirements for any interim management arrangements and a proposed organisation structure for the proposed new local government.*

The consultant will be required to prepare a report to meet the requirements of each local government to prepare a reform submission by the end of August 2009. The report will also need to include possible transition time frame and an assessment of additional costs that are likely to be incurred as part of the transition.

Project Management

The consultants will be required to work closely with the Shire of Coorow and to provide regular feedback to Council. The consultant will also be required to make a presentation to a meeting of the Shire of Coorow on the outcomes and key findings.

The manner in which the consultant intends to work with Council must be outlined in their proposal.

LOST 3/5

The amendment was lost, the original was then put and Carried 5/3 by Absolute Majority, Resolution 2009-120.

OFFICER RECOMMENDATION TWO:

That:

1. if the Shire of Carnamah advises that they do not wish to appoint a consultant with the Shire of Coorow the Chief Executive Officer be authorised to prepare a submission to the Department of Local Government and Regional Development outlining Council's position in relation to possible mergers; and
2. the submission be presented to the August 2009 Ordinary Meeting of Council for adoption.

13. MATTERS BEHIND CLOSED DOORS:

Nil.

14. DATE OF NEXT MEETING:

14. ORDINARY MEETING OF COUNCIL

Wednesday 19 August 2009 at the Leeman Administration Centre, Leeman
from 3pm.

15. CLOSURE:

There being no further business the President, Cr Girando closed the meeting
at 6.21pm