

SHIRE OF TAMMIN

Minutes of the Shire of Tammin Special Meeting of Council held in Council Chambers, 1 Donnan Street Tammin on Tuesday 9th July 2014 commencing at 4.00pm.

1. **DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS**

The Shire President Cr Uppill declared the meeting open at 4.05 pm and welcomed members and the Community Development Officer to the meeting.

2. **RECORD OF ATTENDANCE / APOLOGIES / LEAVE OF ABSENCE** **ATTENDANCE**

Cr S.A. Uppill	President
Cr C.A. Crane	Deputy President
Cr M.D. Greenwood	Member
Cr P. Bell	Member
Cr D.M. McCreery	Member
Cr D. Thomson	Member
Jenny Gemund	Community Development Officer - Minute taker

APOLOGIES

Brian Jones Chief Executive Officer

LEAVE OF ABSENCE

Nil

3. **PUBLIC QUESTION TIME**

There were no members of the public present.

4. **DECLARATION OF MEMBER'S INTERESTS IN AGENDA ITEMS**

<u>Councillor</u>	<u>Item Number</u>	<u>Nature of Interest</u>
Cr McCreery	5.1	Financial
Cr Greenwood	5.5	Financial

5. **AGENDA ITEMS**

- 5.1 Amendment to a condition of planning approval for the proposed Grain Handling Facility at lot 250 Great Eastern Highway (approved by Council 18 July 2013).
- 5.2 Draft Income and Expenditure Budget for 2014/15.
- 5.3 July 2014 Ordinary Council Meeting date.
- 5.4 Financial Assistance Agreement – 2012/13 CLGF
- 5.5 Confidential Item

Cr McCreery left the meeting at 4.06 pm.

5.1 Amendment to a condition of planning approval for the proposed Grain Handling Facility at lot 250 Great Eastern Highway (approved by Council 18 July 2013).

Author – Brian Jones

DECLARATION OF INTEREST

Cr McCreery declared a financial interest.

BACKGROUND

At the Ordinary Council Meeting held on 18 July 2013 Council considered a planning application from Australian Cereal Grains Pty Ltd for a Proposed Grain Handling Facility at Lot 250 Great Eastern Highway and passed the following resolution:

That Council:

APPROVES the planning application for the use of Lot 250 (DP 75782) Great Eastern Highway, Tammin as an 'Industry – Rural' for the purposes of establishing a grain handling facility, subject to the following conditions of consent:

- 1. Development must substantially commence within two (2) years from the date of determination.*
- 2. Development must take place in accordance with the stamped approved plans.*
- 3. Main Roads WA approval must be obtained prior to the commencement of any works on or adjoining the Great Eastern Highway in accordance with the approved Traffic Management Plan. Documentary evidence shall be submitted to the Shire of Tammin.*
- 4. Public Transport Authority WA approval must be obtained prior to the commencement of any works on or adjoining the railway or within the railway reserve. Documentary evidence shall be submitted to the Shire of Tammin.*
- 5. The development shall include landscaping which shall be designed, developed, completed and maintained to the satisfaction of the Shire of Tammin.*
- 6. A minimum of five (5) car parking spaces shall be provided on site and must be accessible at all times during operations for the use of staff and visitors.*
- 7. The parking bays, driveways and points of ingress and egress shall be designed in accordance with Australian Standards and the requirements of Main Roads, unless otherwise specified by this approval and are to be constructed, sealed, kerbed, drained and marked in accordance with the design and specifications approved by the Shire of Tammin prior to the commencement of the use.*
- 8. Any advertising signage, other than signage exempt under Schedule 2 of the Tammin Town Planning Scheme No. 1, must be approved by the Shire of Tammin prior to the erection or display of the signage.*
- 9. The access requirements must be reviewed prior to either the commencement of the use of 36.5m medium combination vehicles or after 12 months of operation, whichever comes first. That review must be carried out in conjunction with Main Roads WA (Wheatbelt North) to identify any further Main Roads' operational or geometric requirements prior to further development. Any upgrade works must be completed within an agreed time frame.*

Advice Notes:

Note 1: If the development the subject of this approval is not substantially commenced within a period of two (2) years, or such other period as specified in the approval after the date of the determination, the approval will lapse and be of no further effect.

Note 2: Where an approval has so lapsed, no development is to be carried out without the further approval of the local government having first been sought and obtained.

Note 3: If an applicant is aggrieved by this determination there is a right of review under Part 14 of the Planning and Development Act 2005. An application for review must be lodged within 28 days of the determination.

Note 4: In accordance with the provisions of the Building Act 2011, an application for a building permit must be submitted to, and approval granted by the local government prior to the commencement of the development hereby permitted.

Note 5: The applicant is responsible for all costs associated with any requirements for upgrading road or rail facilities required by Main Roads WA and/or the Public Transport Authority WA.

Note 6: The trees at the southern end of the site shall be protected, including the community plaque and any intention to move them would require council approval

The proponent has requested that Note 6: *The trees at the southern end of the site shall be protected, including the community plaque and any intention to move them would require council approval*, be removed.

COMMENT

The proponent has advised that due to a change in the development the land occupied by the trees in question will need to be filled and developed. All Councillors have had the opportunity to inspect the site and seek a verbal explanation as to why the proponent now needs to utilise this space in regards to this development.

FINANCIAL IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

STATUTORY IMPLICATIONS

Shire of Tammin Town Planning Scheme No. 1

STRATEGIC PLAN IMPLICATIONS

Nil

COMMUNITY CONSULTATION

Nil

OFFICER RECOMMENDATION

That Council agree to the removal of Note 6: *The trees at the southern end of the site shall be protected, including the community plaque*, from the development approval subject to the community plaque being relocated to the northern side of Great Eastern Highway and all relevant approvals being obtained by the applicant.

Simple Majority Required

MIN 59/14 MOTION – MOVED Cr Bell seconded Cr Thomson

That Council agree to the removal of Note 6: *The trees at the southern end of the site shall be protected, including the community plaque*, from the development approval subject to the community plaque being relocated to the northern side of Great Eastern Highway close to the entry statement and all relevant approvals being obtained by the applicant.

CARRIED 5/0

Cr McCreery returned to meeting at 4.11pm.

5.2 Draft Income and Expenditure Budget – 2014/15

Author – Brian Jones

DECLARATION OF INTEREST

Nil

BACKGROUND

Council held a workshop following the June Council Meeting on Thursday 19 June 2014 to review the first draft Budget. Council agreed to a number of amendments at the workshop, which have been incorporated into the Schedules of Income and Expenditure. These Schedules are being finalised and will be forwarded to Councillors prior to the Council meeting

COMMENT

The Shire has engaged UHY Haines Norton to prepare the Statutory Budget for 2014/15. Council needs to approve the 2014/15 income and expenditure for use in the Budget to allow for the Statutory Budget Statements to be prepared.

The official Statutory Budget for 2014/15 will then be formally adopted by Council when completed.

FINANCIAL IMPLICATIONS

2014/15 Shire Budget preparation

POLICY IMPLICATIONS

Nil

STATUTORY IMPLICATIONS

Nil

STRATEGIC PLAN IMPLICATIONS

Nil

COMMUNITY CONSULTATION

Nil

OFFICER RECOMMENDATION

That Council review the draft Budget Income and Expenditure for 2014/15, agree to any amendments, and adopt for the purpose of forwarding to UHY Haines Norton for the preparation of the Statutory Budget Papers.

Simple Majority Required

MIN 60/14 MOTION – MOVED Cr McCreery seconded Cr Bell

That Council review the draft Budget Income and Expenditure for 2014/15, agree to any amendments, and adopt for the purpose of forwarding to UHY Haines Norton for the preparation of the Statutory Budget Papers.

CARRIED 6/0

5.3 July 2014 Ordinary Council Meeting – Change of Date

Author – Brian Jones

DECLARATION OF INTEREST

Nil

BACKGROUND

Council has previously agreed to hold each ordinary meeting of Council on the third Thursday of the month at 4:00pm.

COMMENT

As Council is having a Special Council Meeting on Wednesday 9 July 2014 and will be required to have a Council meeting at the end of July 2014 for the purposes of adopting the 2014/15 Shire Budget, it is recommended that the ordinary meeting be deferred by two weeks to alleviate the need for three separate Council meetings in July.

FINANCIAL IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

STATUTORY IMPLICATIONS

12. Meetings, public notice of (Act s. 5.25(1)(g))

(1) At least once each year a local government is to give local public notice of the dates on which and the time and place at which —

(a) the ordinary council meetings; and

(b) the committee meetings that are required under the Act to be open to members of the public or that are proposed to be open to members of the public, are to be held in the next 12 months.

(2) A local government is to give local public notice of any change to the date, time or place of a meeting referred to in subregulation (1).

1.7. Local public notice

(1) Where under this Act local public notice of a matter is required to be given, a notice of the matter is to be —

(a) published in a newspaper circulating generally throughout the district; and (b) exhibited to the public on a notice board at the local government's offices; and

(c) exhibited to the public on a notice board at every local government library in the district.

STRATEGIC PLAN IMPLICATIONS

Nil

COMMUNITY CONSULTATION

Nil

OFFICER RECOMMENDATION

That Council agree to change the date of the July Ordinary Council meeting from Thursday 17 July 2014 to Thursday 31 July 2014.

Simple Majority Required

MIN 61/14 MOTION – MOVED Cr McCreery seconded Cr Thomson

That Council agree to change the date of the July Ordinary Council meeting from Thursday 17 July 2014 to Thursday 31 July 2014.

CARRIED 6/0

5.4 Financial Assistance Agreement 2012/13 CLGF

Author – Brian Jones

DECLARATION OF INTEREST

Nil

BACKGROUND

Council has previously agreed to utilise the 2012/13 Country Local Government Fund Individual Shire component for the purpose of constructing staff housing. This is in accordance with the Forward Capital Works Program adopted by Council.

This funding was previously cancelled for those local governments that had not acquitted their 2010/11 CLGF, however the state government reinstating the funding in the 2014/15 Budget.

COMMENT

Council is now required to enter into a Financial Assistance Agreement with the Department of Regional Development. A copy of the relevant sections of the FAA are attached below. A full copy of the agreement can be made available on request.

FINANCIAL IMPLICATIONS

See FAA below.

POLICY IMPLICATIONS

Nil

STATUTORY IMPLICATIONS

Nil

COMMUNITY CONSULTATION

Nil

OFFICER RECOMMENDATION

That Council authorise the Shire President and Chief Executive Officer to sign and affix the Common Seal to the Financial Assistance Agreement for Royalties for Regions Funding for the construction of a new duplex for staff housing.

Simple Majority Required

MIN 62/14 MOTION – MOVED Cr Uppill seconded Cr Greenwood

That Council authorise the Shire President and Chief Executive Officer to sign and affix the Common Seal to the Financial Assistance Agreement for Royalties for Regions Funding for the construction of a new duplex for staff housing.

CARRIED 6/0

Cr Greenwood left the room at 4.25 pm.

CDO J. Gemund was asked to leave the room as well at the same time.

5.5 Confidential Item – Matter affecting staff

Cr Greenwood & CDO J. Gemund returned to the meeting at 5.07pm.

6. CLOSURE OF MEETING

There being no further business the President closed the meeting at 5.08pm.

Tabled before the Ordinary Council Meeting on 31 July 2014.

Cr S Uppill, President

SCHEDULE 4 – ROYALTIES FOR REGIONS PROJECT DETAILS

1. Purpose

The Purpose of the Funding provided to the Shire of Tammin is for the provision of a new duplex dwelling for staff housing.

The Funding is provided for reasonable direct wages, contracts and capital works designated as Country Local Government Fund projects in the current Forward Capital Works Plan submitted by the Recipient and approved by Council. This Project involves activities and capital works as detailed in Item 4 of this Schedule.

2. Funding Amount

An amount of \$313,556 will be provided for the Purpose noted in Item 1 above.

The payment of the Funding will be subject to assessment of Project expenditure by the Department for consistency with the Guidelines.

3. Manner in which Funding is to be Paid

After this Agreement has been executed by both Parties, the Department will authorise the payment of the full amount of Funding to the Recipient in the manner described in Schedule 4 and Schedule 6.

The transfer of the Funding will be subject to an assessment, with the Department being satisfied with the results of the assessment, of actual Project expenditure and material cash at bank balances of the funding previously paid and available to the Recipient

4. Detailed Description of Project

4.1. Project Description

The funding under this Agreement is for the development of a new duplex dwelling at 3 Nottage Way Tammin, as rental accommodation for Shire of Tammin staff housing. The project includes the preparation of the vacant lot including sandpad and associated site works, and all works for the duplex to be habitable, including fencing, landscaping, reticulation, septic tank installation, and garden shed.

The Council will add to its limited staff housing stock by either constructing a duplex dwelling or purchasing a transportable duplex dwelling depending on cost estimates and builder availability.

The purpose of the additional housing is to attract key staff to the Shire.

4.2. Project Outcome

The outcomes/outputs and the performance measures of the Project are as follows:

Outcome	Performance Measures
Attraction and retention of Shire staff	<ul style="list-style-type: none"> Occupancy rate of new accommodation by new or existing Shire staff Number of key staff attracted to work for the Shire.
Provision of quality staff housing	<ul style="list-style-type: none"> Positive response from staff as to adequacy of housing provided

Output	Performance Measures
New Staff house at 3 Nottage Way Tammin	<ul style="list-style-type: none"> Project completed on time, within budget, and to relevant standards Both units available for occupancy by Shire staff

4.3. Project Timeframe

The Recipient agrees to commence the Project within six (6) months after execution of the Agreement and to finalise the Project within six (6) months after the Project Completion Date noted in the table below.

Main Activities / Milestone	Milestone Date
Site preparation completed	30 September 2014
Tenders awarded and construction commences	31 October 2014
Construction completed	31 October 2015
Project Completion Date	30 November 2015

4.4. Project Budget

Project Items	CLGF Funds under this Agreement (\$)	Leveraged Funding (\$)	Name of Leveraged Sources	Total Funds (\$)
Site preparation	0	12,000	Recipient	12,000
Construction of housing	313,556	89,444	Recipient	403,000
Building approval fee	0	5,000	Recipient	5,000
TOTALS	\$313,556	\$106,444		\$420,000

5. Term of the Agreement

The Term of this Agreement commences on the execution date of this Agreement and ends 24 months after the execution date. The previous sentence is subject to those provisions of this Agreement that expressly or impliedly survive the expiration of this Agreement.

6. Special Conditions

6.1. Leveraged Funding

- (a) The Recipient shall secure the additional Leveraged Funding as identified in item 4.4 and apply the Leveraged Funding toward the Project.
- (b) Despite anything expressed or implied to the contrary in this Agreement, before the Recipient is entitled to any payment under this Agreement, it has to prove to the Department that it has secured the Leveraged Funding which is to be applied to the Project. For any shortfall in that Leveraged Funding which the Recipient must secure, the Department may reduce the amount it is to pay the Recipient under this Agreement by the amount of such shortfall..

6.2. Sale, Lease or Transfer of the Land

- (a) The Recipient must not, for the period of five (5) years after completion of the construction component of the Project, sell, transfer, dispose of or part with possession of such estate or interest or the Land without the Department's prior written consent.
- (b) The Recipient must not, for the period of five (5) years after completion of the construction component of the Project, lease such estate or interest or the Land other than for the Purpose set out in Item 1 of Schedule 4.

6.3. Use of Buildings or Land

- (a) The Recipient must for a period of 5 years (commencing the day the construction components of the Project have been fully and properly constructed) ensure that such Buildings are used for the Purpose set out in Item 1 of Schedule 4.

In the preceding provision of this Item 6.4(a) "Building" means any building, including any extension thereof or additions thereto of the Project