



AGENDA FOR THE
ORDINARY COUNCIL MEETING
TO BE HELD ON
WEDNESDAY
17TH NOVEMBER 2010



SHIRE OF MINGENEW
ORDINARY COUNCIL MEETING NOTICE PAPER
17TH NOVEMBER 2010

Madam President and Councillors,

An ordinary meeting of Council is called for **Wednesday, 17th November 2010**, in the Council Chambers, Victoria Street, Mingenew, commencing at **2:30pm**.

Ian Fitzgerald
Chief Executive Officer
17th November 2010

MINGENEW SHIRE COUNCIL

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CHIEF EXECUTIVE OFFICER

17th November 2010

SHIRE OF MINGENEW

**AGENDA FOR ORDINARY MEETING OF COUNCIL TO BE HELD IN COUNCIL CHAMBERS ON
22 SEPTEMBER 2010 COMMENCING AT 2:30PM.**

- 1 DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS**
- 2 RECORD OF ATTENDANCE / APOLOGIES / APPROVED LEAVE OF ABSENCE**
- 3 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE**
- 4 PUBLIC QUESTION TIME**
- 5 APPLICATIONS FOR LEAVE OF ABSENCE**
- 6 CONFIRMATION OF PREVIOUS MEETING MINUTES**

OFFICER RECOMMENDATION – ITEM 6.1

**That the Minutes of the Ordinary Council Meeting held on the 25th October 2010
be confirmed.**

- 7 ANNOUNCEMENTS BY PRESIDING PERSON WITHOUT DISCUSSION**
- 8 PETITIONS / DEPUTATIONS / PRESENTATIONS / SUBMISSIONS**
- 9 OFFICERS REPORTS**
 - 9.1 PLANNING, BUILDING & HEALTH**

Nil
 - 9.2 WORKS AND SERVICES**

Nil
 - 9.3 CHIEF EXECUTIVE OFFICER**
 - 9.3.1 Main Roads Service Agreement
 - 9.3.2 Water Licence – D & J Beattie
 - 9.3.3 Water Licence – R Campbell
 - 9.3.4 Water Licence – D & M Bagley
 - 9.3.5 Extra Mass Permit – IB Thomas & Son
 - 9.3.6 Water Bore – New Installation
 - 9.3.7 Royalties for Regions – Project Allocations
 - 9.4 CORPORATE SERVICES**

Nil

9.5 COMMUNITY DEVELOPMENT

9.5.1 Community Bus Proposal

9.6 FINANCE

9.6.1 Statements of Financial Activity – October 2010

9.6.2 Accounts for Payment – October 2010

9.3 CHIEF EXECUTIVE OFFICER

9.3.1 MAIN ROADS SERVICE AGREEMENT

Agenda Reference: CEO 11/10-01
Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
File Reference: N/A
Disclosure of Interest: Nil
Date: 11th November 2010
Author: Ian Fitzgerald

Signature of Author: _____

SUMMARY

Council is requested to formally agree to enter into a service agreement with Main Roads WA and appoint an elected member and the CEO to represent Council on the Mid West Local Governments Services Agreement Governance Team.

ATTACHMENT

Schedule 3 - Governance Team & Joint Process Management Team

BACKGROUND

The Agreement

Over the past 2 years, Mid West Regional Council, Main Roads and the participating council representatives have held discussions in an attempt to reach agreement as to the manner in which the Local Governments may be involved in the performance of road asset management services on portions of Main Roads' road network.

On 22 February 2010, Main Roads and the Local Governments entered into a memorandum of understanding (MOU) under which Main Roads and the Local Governments undertook to negotiate, agree, finalise and execute an agreement under which the Local Governments will:

- perform certain of the road asset management services in respect of portions of Main Roads' road network; and

- be given status as a potential performer of minor construction and rehabilitation works on Main Roads' road network and be offered opportunities to undertake these works in accordance with Main Roads' delivery strategy for its road network.

In accordance with the MOU, Main Roads and the Local Governments, assisted by the Mid West Regional Council have carried out extensive negotiations and finalised an agreement which is now ready for execution. The Agreement reflecting the terms and conditions agreed between Main Roads and the Local Governments has been provided to members under separate cover.

The Governance Team

Clause 3 of the Agreement refers to a Governance Team whose primary function is to ensure that the Agreement is implemented and managed as smoothly and efficiently as possible. The team will be comprised of 2 Main Roads personnel and 6 nominees from the Councils. The Local Governments will be required to have a combination of 3 Elected Members and 3 CEO's at each meeting.

Councils are required to appoint one person (by name) and the CEO to represent their Council on the Governance Team.

Regular meetings will be held on a monthly basis initially and then on a quarterly basis.

Consultation will take place prior to the meetings to ensure the required quantum of 3 Elected Members and 3 CEO's attend.

Parties Representative

Under Clause 1.4 both Main Roads and the Local Governments are to perform their obligations through a single representative. This person is to be appointed in writing by each Local Government and may be changed by giving notice in writing to Main Roads.

Given Mid West Regional Council has fulfilled this role from the onset; I am suggesting that the CEO of the Mid West Regional Council be nominated as the Local Governments single representative.

COMMENT

Agreement Summary:

Clause 2 Undertakings & Commitments

The Agreement commits parties to take a "Best for Network" approach at all times and to establish a culture based on agreed principles. This clause sets out the principles and the obligations both parties are committing to.

Clause 3, Clause 4 and Schedule 3 - Governance Team & Joint Process Management Team

The Governance Team will be comprised of 2 Main Roads representatives (Regional Manager and 1 other) and a representative from each Council (3 President's and 3 CEO's). Responsibilities of the Governance Team will be:

- a) Strategic Planning and Leadership,
- b) Governance,
- c) Facilitate Outstanding Performance, and
- d) Communication and Reporting

The Joint Process Management Team will comprise nominated personnel from both Councils and Main Roads who must be approved by the Governance Team. Roles and responsibilities of the Joint Process Management team will be:

- a) Develop the Annual Works program,
- b) Develop the Management Plan,
- c) Manage the transition from the current arrangement under the TNC to the performance of the services by Local Governments,
- d) Oversee the integration of Local Government and Main Roads processes and systems,
- e) Monitor performance of the Services by Local Governments, and
- f) Identify opportunities for improvement in Service delivery and ensure the improvements are implemented.

Clause 5 - Term

The initial term is for a period of 5 years with a strategic review by the Governance Team commencing 16 months prior to expiry. The Governance team has 3 months in which they must provide a report to the Local Governments and Main Roads recommending:

- a) Increase or decrease to scope of services,
- b) Extension of the term and period by which it is to be extended, or
- c) Termination of the agreement, and / or

- d) Additional Local Government / s be included in the agreement

The term may not be extended beyond 10 years.

Clauses 6 to 11 and Schedule 6 – Services & Plant

By 31st March each year, Main Roads will notify the Joint Process Management Team the amount of funds allocated to the performance of the Services and the Joint Process Management Team is to develop the Annual Works Program for the next Financial Year.

Although the Agreement does not specify, the Annual Works Program will be developed in conjunction with and to integrate with each Local Governments annual works program in order to ensure sufficient resources for delivery of the services. There will be opportunities here for increased efficiencies and effectiveness through working collaboratively with the Local Governments, Main Roads and the Network Provider. (e.g. bitumen seals)

Main Roads may offer to the Local Governments, Minor Improvement Works to be carried out. The Local Government may, (with the prior approval of Main Roads) subcontract out this work.

The Local Governments will provide all of the Plant necessary to provide the Services and purchase new plant in consultation with the Process Management team.

Schedule 6 sets out the specifications relevant to the performance of the Services under the Agreement.

Shire of Coorow – Roadside Rubbish Collection Services

A rubbish collection crew is to be provided by the Shire of Coorow with a purpose built unit, the configuration and design of the unit is yet to be agreed between the parties.

The extent of the rubbish collection service is commensurate with available funding and will be defined in the Annual Works Program. Early indications are approximately \$75,000 per annum may be available for this service therefore the level of service is yet to be determined.

Shires of Coorow and Perenjori – 2 x Maintenance Teams

The Shires of Coorow and Perenjori will provide two purpose built maintenance trucks to be based at Leeman and Perenjori respectively to perform routine maintenance works under this Agreement. The personnel to man the road maintenance trucks will be engaged by the Shires of Coorow and Perenjori and will be based in Leeman and Perenjori respectively.

Within 12 months, the Parties must review the effectiveness and efficiency of having two purpose built road maintenance trucks and if the Parties determine that additional road

maintenance capacity is required, further discussions will be held in respect of the most appropriate manner to provide any additional capacity to deliver the Services under this Agreement.

Shires of Mingenew and Morawa – 2 x Road Inspectors

The Local Governments will employ two full time road inspectors to perform the road inspections of the Network. The road inspectors will be provided with appropriate vehicles, equipment, training and direction.

One of the road inspectors is to be employed by and based in the Shire of Mingenew. The other road inspector will be employed by and based in the Shire of Morawa.

The road inspectors will receive directions from a Main Roads' appointed network manager who is to have regular contact with and support the performance of the road inspections.

(A communications plan is to be developed to ensure the Local Government Work's Managers are included and consulted).

Main Roads will provide the equipment and systems required to enable the road inspectors to provide information to Main Roads on the results of the road inspections performed.

Planning of Services (Routine road maintenance)

The Network Manager and the road inspectors will make a significant contribution into the programming phase for the Services under this Agreement.

Clause 12 and Schedule 7 – Payments & Procedures for Payment

Main Roads will reimburse direct costs and pay overheads to the Local Governments for the Services.

Local Governments will provide supported monthly accounts to MWRC for the work carried out and MWRC will compile and submit a monthly account to Main Roads. Any cost involved in this service being delivered by Mid West Regional Council will be recovered from Main Roads by the Local Governments as an overhead component.

MWRC will arrange workshops between Main Roads and Local Government finance staff to ensure the costing methods and the capture of the information required is consistent with Main Roads requirements.

Clause 13 – Reports, Record etc

The Joint Process Management team must supply a monthly report to Main Roads comparing the actual and forecast performance of the services against the Annual Works Program.

The Joint Process Management Team has responsibility for maintaining all invoices, accounts, records etc in relation to the services provided. Main Roads or their auditor has the right to audit records and information held by the shires in relation to the Service Delivery.

Clauses 14 and 15 - Insurance

Both parties are responsible for insuring their own risks. Any excesses of insurance claims relative to the Service Delivery will be a Direct Cost and reimbursable by Main Roads.

Clause 19 - Dispute Resolution

This clause provides a procedure for the resolution of any disputes should they arise.

CONSULTATION

Main Roads WA representatives and consultants

Local Government CEO's and Work's Managers

Greenfield Technical Services

Paul Breman - UHY Haines Norton

John Woodhouse - Woodhouse Legal

Anthony Quahe - Civic Legal

STATUTORY ENVIRONMENT

Governance Team Representative

I have attached to the agenda item as Appendix I an extract from the Mid West Local Governments Service Agreement - Schedule 3 Roles and responsibilities of the Governance Team, to assist with deliberation on the nomination of a suitable representative from each Local Government.

Clause 3.3 of the Mid West Local Governments Service Agreement requires the Governance Team to be comprised of 2 representatives appointed by Main Roads and 1 representative appointed by each of the Councils. Each meeting is to be attended by 3 elected members and 3 CEO's.

Section 5.9 subsection 2 (c) of the Local Government Act 1995 specifies a committee may comprise council members, employees and other persons.

Section 5.10 subsection 1 (a) of the Local Government Act 1995 provides for the appointment of committee members. If the council is to appoint a council member or employee to a committee and the president informs the local government of his or her wish to be a member of the committee, the local government is to appoint the president.

The Agreement

Clause 11.2 Mid West Local Governments Services Agreement requires each Local Government to comply with all statutory requirements applicable to the performance of the Services, including obtaining and complying with all authorisations necessary to enter into this Agreement and to perform the Services. The Local Governments must obtain all authorisations relevant to the services prior to performing the Services.

Section 9.49A Execution of Documents – Local Government Act 1995

- (1) A document is duly executed by a local government if —
 - (a) the common seal of the local government is affixed to it in accordance with subsections (2) and (3); or
 - (b) it is signed on behalf of the local government by a person or persons authorised under subsection (4) to do so.
- (2) The common seal of a local government is not to be affixed to any document except as authorised by the local government.
- (3) The common seal of the local government is to be affixed to a document in the presence of —
 - (a) the mayor or president; and
 - (b) the chief executive officer or a senior employee authorised by the chief executive officer,each of whom is to sign the document to attest that the common seal was so affixed.
- (4) A local government may, by resolution, authorise the chief executive officer, another employee or an agent of the local government to sign documents on behalf of the local government, either generally or subject to conditions or restrictions specified in the authorisation.

Parties' Representative

Clause 1.4 (b) of the Mid West Local Governments Services Agreement requires the Local Governments to appoint in writing a single representative through which to perform their obligations. Main Roads will provide assistance to ensure the Local Governments'

representative can perform its obligations. The Local Governments may change their representative at any time by giving joint notice in writing to Main Roads.

POLICY IMPLICATIONS

Management plans, policies and procedures will be developed as required to fulfil the requirements of the delivery of Services under the Agreement.

FINANCIAL IMPLICATIONS

Monitoring and management of cash flows will be required by the Local Governments and MWRC.

Local Governments will receive reimbursement for Direct Costs and payment of Overheads through the following process. The Overheads for the year are to be estimated and apportioned over the 12 month period with the 12 month being a balancing month when over or under actual costs are reconciled and billed accordingly. The Direct Costs will be reimbursed on a monthly basis through the certification process of Main Roads.

Mid West Regional Council is to be billed by the Councils monthly and will issue a monthly account to Main Roads. On receipt of payment from Main Roads, MWRC will disburse the funds to the Councils. This will be a cost neutral effort as Councils will code the MWRC cost as an overhead which is in turn recouped from Main Roads (monthly). Cost to provide this service will be contingent on volume of work.

STRATEGIC IMPLICATIONS

Local Government restructure will have minimal impact as the Agreement is a legally binding contract and any newly created Local Authority will inherit from the shires and be obliged to honour any existing contracts.

In the event of a change with MWRC, there is scope in the Agreement for a variation and alternative arrangements would be made for the single point of contact (Parties Representative) and the payment procedures.

VOTING REQUIREMENT

Absolute Majority

OFFICER RECOMMENDATION – ITEM 9.3.1

That Council:

- a) Appoint Cr. _____ as Council's primary representative on the Mid West Local Governments Services Agreement Governance Team, and
- b) Appoint Mr. Ian Fitzgerald (the Chief Executive Officer), as Council's representative on the Mid West Local Governments Services Agreement Governance Team, and
- c) Authorise the President and Chief Executive Officer to sign and to apply the Common Seal to the Mid West Local Governments Services Agreement with Main Roads WA, and
- d) Nominate (in writing) S Ward, Chief Executive Officer of the Mid West Regional Council as their parties' representative.

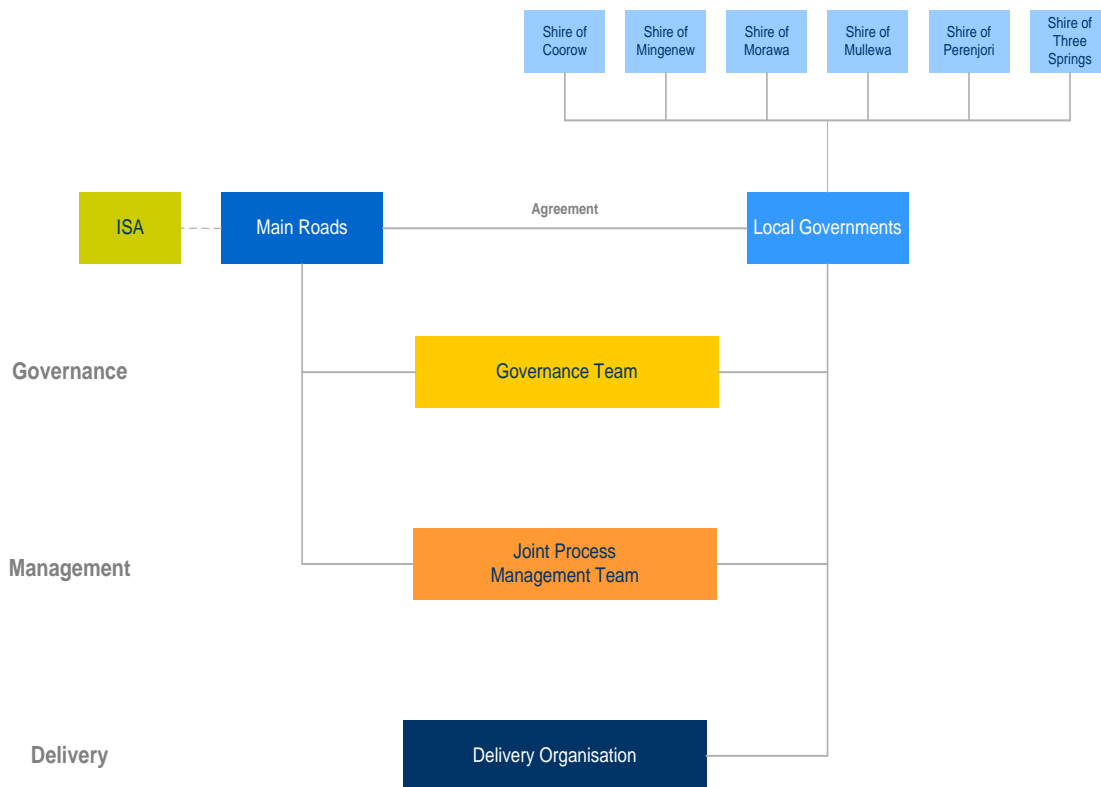
Schedule 1

Schedule 3 - Agreed Principles, governance structure, Governance Team and Joint Process Management Team

1 Agreed Principles

- All representatives of the Parties on the Governance Team must act fairly, reasonably and honestly at all times and are to lead by example.
- Each Party's representatives on the Governance Team and the Joint Process Management Team must respect and support one another in performing their roles and responsibilities under this Agreement.
- The Governance Team is to perform its roles and responsibilities under this Agreement with a strategic focus.
- Communication is to be direct, open, honest and timely.
- The Parties are to act with a sense of urgency at all times.
- The Parties are to acknowledge and celebrate achievements and outstanding performance under this Agreement.
- The Governance Team will use best endeavours to resolve any Disputes promptly and without escalation.
- Loyalty is to be displayed in respect of any decisions made by the Governance Team.
- A culture of learning and continuous improvement is to be created.
- Governance structure

2 Governance structure



Roles and responsibilities of Governance Team

Roles of Governance Team

The roles of the Governance Team are to:

- provide strategic leadership and governance under this Agreement;

- facilitate outstanding performance under this Agreement and the achievement of the Network Objectives and Agreement Objectives, including resolving any barriers to outstanding performance and the achievement of those objectives; and

- foster effective communication between:

 - Main Roads and the Local Governments under this Agreement; and

 - the Parties and external stakeholders in respect of the performance of the Services and this Agreement.

Responsibilities of Governance Team

The responsibilities of the Governance Team are as follows.

Strategic leadership

Drive the strategic direction of this Agreement, including providing guidance to the Joint Process Management Team and monitoring its performance under this Agreement.

Provide leadership that drives outstanding performance under this Agreement, while encouraging the resourcefulness and the enthusiasm of the personnel of the Parties involved in this Agreement.

Foster a sustainable culture which is consistent with the Agreed Principles.

Communicate this Agreement's intent, objectives and strategies to the personnel of the Parties involved in this Agreement and to external stakeholders.

Undertake strategic reviews of this Agreement in accordance with clause **Error! Reference source not found.**

Governance

Develop a governance plan in accordance with clause **Error! Reference source not found.**

Ensure that risks in respect of this Agreement have been identified, assessed and are being properly managed under this Agreement.

Ensure a high standard of corporate governance practice and promote ethical and responsible decision making.

Endeavour to resolve any Disputes that are referred to it under this Agreement.

Facilitate outstanding performance

Develop and foster strong and effective relationships between the Parties to facilitate outstanding performance under this Agreement and the achievement of the Network Objectives and Agreement Objectives.

Monitor and assess performance under this Agreement, including against the Network Objectives (and key performance indicators for those objectives) and Agreement Objectives.

Provide guidance on any corrective action when assessing performance under this Agreement.

Make recommendations to the Parties where action external to this Agreement may assist in improving performance under this Agreement.

Recommend to the Parties any changes to the key performance indicators for the Network Objectives.

Foster learning and development and the adoption of knowledge management principles.

Ensure resources are available to achieve the Network Objectives and Agreement Objectives.

Promote the effective use of data and information for evidence based decision making.

Communication and reporting

Foster and actively engage in effective two-way communication within this Agreement and with external stakeholders.

Monitor the adequacy and integrity of performance, financial and other reporting under this Agreement.

Review any information provided to it under this Agreement.

Provide information, advice and reports to Main Roads and the Local Governments in respect of the performance by the Local Governments of the Services under this Agreement.

Other

Perform any other responsibilities determined by the Parties from time to time.

Representatives of Governance Team

[To be inserted]

Roles and responsibilities of Joint Process Management Team

The roles and responsibilities of the Joint Process Management Team are to:

develop the Annual Works Program in accordance with clause **Error! Reference source not found.**;

develop the Management Plan in accordance with clause **Error! Reference source not found.**;

manage the transitioning from the existing arrangements under which the Services are performed under the TNC to the performance of the Services by the Local Governments under this Agreement by overseeing the implementation of the transition plan for this Agreement;

oversee the integration by the Local Governments of those processes and systems of the Local Governments which are required for the performance of the Services under this Agreement with the processes and systems of Main Roads;

monitor the performance of the Services by the Local Governments against the Annual Works Program and the other requirements of this Agreement;

identify opportunities for improvement by the Local Governments in performing the Services and ensure that those opportunities are implemented by the Local Governments; and

any other roles and responsibilities determined by the Governance Team from time to time.

9.3.2 WATER LICENCE – D & J BEATTIE

Agenda Reference: CEO 11/10-02
Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
File Reference:
Disclosure of Interest: Nil
Date: 11th November 2010
Author: Ian Fitzgerald

Signature of Author: _____

SUMMARY

Council has an agreement with Darrel and Judith Beattie, which allows them to draw water from the spring on Yandanooka Water Reserve 18110 and their agreement has recently expired. Council is requested to authorise the preparation and execution of a new water licence agreement.

ATTACHMENT

Nil

BACKGROUND

The reserve has been vested with Council since 1928 (originally in the name of Mingenew Roads Board). The existing licence agreements were issued with effect 1 July 2005 and was for a period of 5 years.

COMMENT

The licence agreement provides that the licensee (in this case D & J Beattie) to use the quantity of water they require but if the quantity of water available diminishes Council may impose a quota. To date this has not been necessary.

The location approved under the terms of the agreement for use of the water for D&J Beattie is Lot 61, Victoria Location 1910.

There appears little obligation on Council with the existing licence agreements, with the licensees required to the pump equipment and pipeline, carry out tests to confirm water quality and to comply with any requirements imposed by the Department of Water (formerly the Waters & Rivers Commission).

In addition the licensees are responsible for the management of the Reserve 18110 including maintaining firebreaks, restricting public access, protection of rare flora and fauna, control and eradication of vermin, and the control of noxious weeds.

CONSULTATION

D & J Beattie

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple majority.

OFFICER RECOMMENDATION – ITEM 9.3.2

That Council approves a new water licence agreement with a term of 5 years between the Shire of Mingenew and D & J Beattie with a commencement date of 1st July 2010 with the Shire President and Chief Executive Officer authorised to execute the agreement on behalf of the Shire of Mingenew.

9.3.3 WATER LICENCE – R CAMPBELL

Agenda Reference: CEO 11/10-02
Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
File Reference:
Disclosure of Interest: Nil
Date: 11th November 2010
Author: Ian Fitzgerald

Signature of Author: _____

SUMMARY

Council has an agreement with Robert Campbell which allows them to draw water from the spring on Yandanooka Water Reserve 18110 and their agreements have recently expired. Council is requested to authorise the preparation and execution of a new water licence agreement for each.

ATTACHMENT

Nil

BACKGROUND

The reserve has been vested with Council since 1928 (originally in the name of Mingenew Roads Board). The existing licence agreement was issued with effect 1 July 2005 and was for a period of 5 years.

COMMENT

The licence agreement provides that the licensee (in this case Rob Campbell) to use the quantity of water they require but if the quantity of water available diminishes Council may impose a quota. To date this has not been necessary.

The location approved under the terms of the agreement for use of the water for Robert Campbell is for the following land parcels;

Lot 104, Yandanooka North East Road
Lot 16 Victoria Location 1929
Lot 17 Victoria Location 1929

Lot 18 Victoria Location 1929

Lot 19 Victoria Location 1929

There appears little obligation on Council with the existing licence agreements, with the licensees required to the pump equipment and pipeline, carry out tests to confirm water quality and to comply with any requirements imposed by the Department of Water (formerly the Waters & Rivers Commission).

In addition the licensees are responsible for the management of the Reserve 18110 including maintaining firebreaks, restricting public access, protection of rare flora and fauna, control and eradication of vermin, and the control of noxious weeds.

CONSULTATION

Rob Campbell

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple majority.

OFFICER RECOMMENDATION – ITEM 9.3.3

That Council approves a new water licence agreement with a term of 5 years between the Shire of Mingenew and Robert Campbell with a commencement date of 1st July 2010 with the Shire President and Chief Executive Officer authorised to execute the agreement on behalf of the Shire of Mingenew.

9.3.4 WATER LICENCES – D & M BAGLEY

Agenda Reference: CEO 11/10-02
Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
File Reference:
Disclosure of Interest: Nil
Date: 11th November 2010
Author: Ian Fitzgerald

Signature of Author: _____

SUMMARY

Council has an agreement with David & Michelle Bagley which allows them to draw water from the spring on Yandanooka Water Reserve 18110 and their agreements have recently expired. Council is requested to authorise the preparation and execution of a new water licence agreement for each.

ATTACHMENT

Nil

BACKGROUND

The reserve has been vested with Council since 1928 (originally in the name of Mingenew Roads Board). The existing licence agreement was issued with effect 1 July 2005 and was for a period of 5 years.

COMMENT

The licence agreement provides that the licensee (in this case D & M Bagley) to use the quantity of water they require but if the quantity of water available diminishes Council may impose a quota. To date this has not been necessary.

The location approved under the terms of the agreement for use of the water for David & Michelle Bagley is for the following land parcels, considered to be neighbouring land;

Lot 104, Yandanooka North East Road
Lot 16 Victoria Location 1929

Lot 17 Victoria Location 1929

Lot 18 Victoria Location 1929

Lot 19 Victoria Location 1929

There appears little obligation on Council with the existing licence agreements, with the licensees required to the pump equipment and pipeline, carry out tests to confirm water quality and to comply with any requirements imposed by the Department of Water (formerly the Waters & Rivers Commission).

In addition the licensees are responsible for the management of the Reserve 18110 including maintaining firebreaks, restricting public access, protection of rare flora and fauna, control and eradication of vermin, and the control of noxious weeds.

CONSULTATION

David & Michelle Bagley

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple majority.

OFFICER RECOMMENDATION – ITEM 9.3.4

That Council approves a new water licence agreement with a term of 5 years between the Shire of Mingenew and D & M Bagley with a commencement date of 1st July 2010 with the Shire President and Chief Executive Officer authorised to execute the agreement on behalf of the Shire of Mingenew.

9.3.5 EXTRA MASS PERMIT – IB THOMAS & SON

Agenda Reference: CEO 11/10-03
Location/Address: Shire of Mingenew
Name of Applicant: IB Thomas & Son
File Reference:
Disclosure of Interest: Nil
Date: 11th November 2010
Author: Ian Fitzgerald

Signature of Author: _____

SUMMARY

Council is requested to formally approve the request from IB Thomas & Son for permission to use a 6 wheel truck and 10 wheel dog on Switchback Road as outlined in the letter providing more information and as supported by Councillors in informal discussions.

ATTACHMENT

Nil

BACKGROUND

Council at the October 2010 denied the request from IB Thomas & son for an extra masss permit on Switchback road. Since that meeting the applicants have provided further detailed information in support of their request.

COMMENT

Switchback Road is one of the poorer standard roads within the Shire of Mingenew with sections that are narrow and others with limited sight vision. It is for these reasons Council has not given open access to larger vehicles to the road.

The following detail was provided in subsequent correspondence from the applicant:

Further to our conversation about applying for a permit to access Switchback Road with our truck for the purposes of grain carting I will now reapply in greater detail.

Our truck is a six wheel Ford Louisville truck that tows a ten wheel trailer (Mi 460 and 8TY 027). The total length is 21 metres (only two metres over the allowable length) and our gross combination mass is 59 ton, but with the harvest mass management scheme we are allowed 64.9 ton.

We apply for a permit to access the switchback road from the Yandanooka Melara road end to our property called Guthridge's which is approximately 4.2km along the road for the purpose of carting grain. This need only be for the harvest period i.e. till the end of December. We will agree to cart this grain back to the Yandanooka Melara Rd and into town via the Morawa road (even though the distance is some 13 km longer) and agree not to use the road as a thorough fare.

We will also agree to keep our speed limit to 50km along this road.

Approximately 1.3km from the Yandanooka Melara Rd along Switchback road is what we call "Harry's place" where we keep the trailer for the truck when it is not being used. This stretch of road is dead straight and is definitely not a dangerous stretch of road. Along this piece of road we are applying for a permit all year so we can shed and retrieve the trailer.

I hope this contains enough detail to approve the permit.

Murray Thomas

IB Thomas & Son

The request from IB Thomas & Son to use the road is for a limited period of time during harvest but it is acknowledged this is the time when many large vehicles are on the roads.

CONSULTATION

Nil

STATUTORY ENVIRONMENT

Local Government Act 1995

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil.

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple majority.

OFFICER RECOMMENDATION – ITEM 9.3.5

That Council grant approval for IB Thomas & Son to access Switchback Road Mingenew with a 6 wheel truck and 10 wheel dog vehicle from late October to the end of December 2010 to allow the carting of grain from their property and during the year for transporting their trailer to their storage location as outlined in their detailed request.

9.3.6 WATER BORE – NEW INSTALLATION

Agenda Reference: CEO 11/10-04
Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
File Reference:
Disclosure of Interest: Nil
Date: 11th November 2010
Author: Ian Fitzgerald

Signature of Author: _____

SUMMARY

Council has an informal agreement with Karara Mining Limited that proposes a new bore will be sunk in the vicinity of the Tennis and Bowling Clubs to provide an additional water source to help maintain recreation facilities and parks and gardens in Mingenew. It is recommended Council engage independent contractors to install the bore and associated equipment.

ATTACHMENT

Nil

BACKGROUND

Council has identified the need for additional water supplies to help maintain our existing infrastructure. A licence has been granted by the Department of Water for Council to install the bore with licence valid until 31st December 2010.

COMMENT

Council worked with Karara Mining Limited to prepare the application to the Department of Water for the licence for the new bore and this licence has been granted. Furthermore Council has come to a verbal arrangement for Karara Mining to install the bore as a contribution to the community.

The licence is due to expire on the 31st December 2010 but advice from Department of Water is that we can request an extension if required and this should be granted as a mere

formality. To date a water allocation has not been specified. When Council applied in December 2009 for their existing licence to be renewed an increase in our allocation was requested. Verbally we have been advised this should not be a problem. The Department of Water is now proposing that all our water allocations (from 3 existing and 1 new bore) be listed on the one licence and we have the opportunity to request an allocation we consider necessary to meet our needs. Our current water licence specifies an allocation of 104,500kl and it was requested at time of renewal this be increased to 125,000kl which is slightly above our existing usage rate. With the new bore we propose to water areas such as the main street gardens from the bore and reduce our use of scheme water and therefore reduce our costs.

In the current climate it is not considered appropriate for Council to continue to work with Karara Mining on this project and an alternate contractor should be engaged. Council has previously obtained a quote from Dongara Drilling and Electrical to carry out the required works at a quoted cost of approximately \$25,000. The staff are currently obtaining an updated quote and hopes to have the detail available for presentation at the Council Meeting.

CONSULTATION

Shire President

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

This is an unbudgeted item. It is proposed that funds be drawn from the Sinosteel Mid West Community Trust fund to meet this expense. Council has previously informally identified funds from the community trust to be used for the Day Care Centre playground equipment. That project is still being developed and an application is yet to be submitted to Lotterywest for a contribution to the project. It is unlikely any funds will be required in the short term for the play equipment and it should also be noted Council will receive a further contribution to the community trust fund in January/February 2011.

The use of these funds as indicated would allow the project to proceed without adversely affecting the current budget.

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS

Absolute majority – non budget item.

OFFICER RECOMMENDATION – ITEM 9.3.6

That Council authorises the administration to arrange installation of the new bore at the Tennis/Bowling Club area with funding to come from the Sinosteel Mid West Community Trust Fund.

9.3.7 ROYALTIES FOR REGIONS – PROJECT ALLOCATIONS

Agenda Reference: CEO 11/10-05
Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
File Reference:
Disclosure of Interest: Nil
Date: 11th November 2010
Author: Ian Fitzgerald

Signature of Author: _____

SUMMARY

Council is requested to endorse the proposed projects and funding from the 2010/11 allocation to allow the required Forward Capital Works Plans to be prepared and submitted to the Department of Regional Development and Lands for approval.

ATTACHMENT

Nil

BACKGROUND

In the 2010/11 annual budget a provisional list of projects to be funded from Council's Royalties for Regions allocation was outlined.

COMMENT

The list of projects presented in the budget papers was:

GRANT \$322,874

Possible Projects

New town street footpaths	20,000
Staff Housing - major maintenance/refurbishment	20,000
Office carpets	25,000
Pavilion painting	35,000

Race Track reticulation	35,000
Main Street refurbishment	100,000
New staff housing	87,874

Council is requested to approve a variation to those allocations as outlined below:

New town street footpaths	20,000
Staff Housing - major maintenance/refurbishment	20,000
Office carpets	25,000
Race Track reticulation	35,000
Main Street refurbishment	100,000
New staff housing	122,874

The variation from the original proposal is in relation to the pavilion painting. In discussions with the Shire President it has been decided to have this work completed whilst the centre is unavailable due to the kitchen upgrade rather than have further interruptions to users of the facility. We are not able to commence Royalties for Regions funded projects until they have been approved by the Department of regional Development and Lands and it is not known how long this process will take. The other point is that a painter is currently available to carry out the work and there are no guarantees they will be available at a time convenient to use in the new year.

There are no new projects proposed or changes in amounts allocated to the projects but merely a re-allocation of funding sources for projects within the existing budget.

CONSULTATION

Shire President

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

This proposal will see a re-allocation of funding sources to projects currently identified in the 2010/11 budget.

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple majority

OFFICER RECOMMENDATION – ITEM 9.3.7

That Council approves the allocation of 2010/11 Royalties for Regions funds to the following projects with staff to prepare and submit the required documentation to the Department of Regional Development and Lands for their approval:

New town street footpaths	\$20,000
Staff Housing - major maintenance/refurbishment	\$20,000
Office carpets	\$25,000
Race Track reticulation	\$35,000
Main Street refurbishment	\$100,000
New staff housing	\$122,874

9.5 COMMUNITY DEVELOPMENT

9.5.1 COMMUNITY BUS PROPOSAL

Agenda Reference:	CDO 11/10 - 01
Location/Address:	Shire of Mingenew
Name of Applicant:	Shire of Mingenew
File Reference:	n/a
Disclosure of Interest:	Nil
Date:	10 th November 2010
Author:	Erin Greaves

Signature of Author: _____

SUMMARY

Council is requested to support the application to Lotterywest to purchase an automatic 25 seater Community Bus. Council are also requested to endorse the attached Vehicle Asset Management Plan which is required as part of the grant application process.

ATTACHMENT

Project Brief, Vehicle Asset Management Plan and letters of support (Mingenew Expo Committee and Mingenew P&C)

BACKGROUND

An initial drive to pursue this project first came from a Sports Advisory Committee meeting held in late 2009. It was discussed that the Committee would be very supportive of the purchase of a 25 seater Community Bus and would be well utilised by all involved. At this meeting, Expo representative Geoff Yewers informed the Committee that he would take back to the Expo Committee to consider for support under their community project funding.

COMMENT

The Mingenew Expo Committee has since provided confirmation of their intention to contribute \$30,000 towards the project in a letter and have also requested that vinyl seats be considered if given the choice.

A letter was also sent to the Mingenew P&C inviting them to contribute and requesting a letter of support. Feedback from the community had indicated that the school would be very enthusiastic for the shire to obtain a Community Bus. Verbal confirmation from current P&C Secretary Jocelyn Morgan has indicated they would be willing to contribute \$2,000 towards this project.

The Mingenew Tourist & Promotions Committee has also agreed to endorse the project by providing a letter of support to include with our submission.

Lotterywest have a specific grant fund available for the purchase of a Community Vehicle with no definite funding limits however after speaking with staff at the Lotterywest Grants and Community Development Division, they require strong support from the community and extensive community consultation. Attendance at Sports Advisory and Expo Committee meetings, as well as advertising inviting public submissions has ensured the community is well informed and given the opportunity to be involved.

All correspondence and verbal feedback in regards to the project received to-date has been positive and supportive.

The total project cost, for the purchase of an automatic 25 seater Mitsubishi Rosa Deluxe Bus is \$125,159 plus GST. Council is requested to contribute \$5,071 (not GST inclusive) plus licensing costs. Breakdown of proposed contribution being as follows;

Council Contribution	\$5,159
Expo Committee	\$30,000
Mingenew P&C	\$2,000
Lotterywest	\$88,000

Should the application be submitted to Lotterywest by the end of November it is expected notice of the grant application outcome will be received in March or April 2011 however grant acquittal will not be required, generally until six months after receiving confirmation.

The Three Springs Shire has recently been approved funding assistance from Lotterywest for the purchase of a 14 seater Community Bus. The Three Springs Council has expressed a desire to pool resources (buses) where their bus may lack capacity and vice versa.

CONSULTATION

Ian Fitzgerald, CEO
Mingenew community
Lotterywest – Mandy Grubb and Michelle Beer
Mingenew Expo Committee
Mingenew P& C
Mingenew Tourist & Promotions Committee
Shire of Three Springs

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATIONS

Policy will need to be created for the Community Bus use and hire conditions

FINANCIAL IMPLICATIONS

An allocation to be made in the 2011/12 Council Budget.

STRATEGIC IMPLICATIONS

The Bus will need to be considered in the Plant Replacement Program

VOTING REQUIREMENTS

Simple Majority

OFFICER RECOMMENDATION – ITEM 9.5.1

Council to;

- a) support the application to Lotterywest for the purchase of a 25 seater Mitsubishi Rosa Bus;**
- b) endorse the Vehicle Asset Management plan as presented; and**
- c) make provision in the 2011/12 Budget for the required cash contribution**

9.6 FINANCE

9.6.1 FINANCIAL STATEMENTS FOR MONTH ENDING 31 OCTOBER, 2010

Agenda Reference: SFO 11/10 - 01
Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
File Reference:
Disclosure of Interest: Nil
Date: 8 November, 2010
Author: Kylie McGree, Senior Finance Officer

Signature of Author: _____

SUMMARY

The Monthly Statement of Financial Activity report for the month ending 31 October, 2010 is presented to Council for adoption.

ATTACHMENT

Finance Report ending 31 October, 2010

BACKGROUND

Financial Regulations require a monthly statement of financial activity report to be presented to Council.

COMMENT

Council's current operating surplus as at the 31 October, 2010 is \$1,116,672.00

SUMMARY OF FUNDS – SHIRE OF MINGENEW	
Municipal Account	\$27,225.74

Business Cash Maximiser (Municipal Funds)	\$621,305.95
Trust Account	\$60,186.90
Reserve Maximiser Account	\$546,495.16

Debtor's accounts continue to be monitored with all efforts being made to ensure that monies are recovered. \$300,351.05 remains outstanding as at 31 October, 2010 with only some Debtors outstanding for 30 days or more with two of them having been cleared since. Aimee Bendsdorp is following up on the other outstanding debtor.

The total outstanding rates debt is \$200,329.08 as at 31 October, 2010. Final notices have been issued for all outstanding rates.

It should be noted that Rates Outstanding as at end of October, 2009 was \$190,491.16.

The Statement of Financial Activities Report contains explanations of Councils variances for the 2010 / 2011 financial year.

CONSULTATION

No consultation required

STATUTORY ENVIRONMENT

Local Government Act 1995 Section 6.4

Local Government (Financial Management) Regulations 1996 Section 34

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Financial implications are outlined in comments.

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER RECOMMENDATION – ITEM 9.6.1

That Council adopts the Monthly Statement of Financial Activity for the month ending the 31 October, 2010

9.6.2 ACCOUNTS FOR PAYMENT – OCTOBER 2010

Agenda Reference: AO 11/10 - 01
Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
File Reference: n/a
Disclosure of Interest: Nil
Date: 5th November 2010
Author: Julie Borrett

Signature of Author: _____

SUMMARY

Council to confirm the payment of creditors for the month of October in accordance with the Local Government (Financial Management) Regulations 1996 section 13(1).

ATTACHMENT

Copy of list of accounts due (EFT & cheque payments), which will enable Council to confirm the payment of its creditors in accordance with Local Government (Financial Management) Regulations 1996, Section 13 (1).

BACKGROUND

Financial Regulations require a schedule of payments made through the Council bank accounts to be presented to Council for their inspection. The list includes details for each account paid incorporating the payee's name, amount of payment, date of payment and sufficient information to identify the transaction.

COMMENT

Invoices supporting all payments are available for inspection. All invoices and vouchers presented to Council have been certified as to the receipt of goods and the rendition of

services and as to prices, computations and costings, and that the amounts shown were due for payment.

CONSULTATION

Nil

STATUTORY ENVIRONMENT

Local Government Act 1995, Section 6.4

Local Government (Financial Management) Regulations 1996, Sections 12, 13 and 14

POLICY IMPLICATIONS

Payments have been made under delegation

FINANCIAL IMPLICATIONS

Funds available to meet expenditure

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER RECOMMENDATION – ITEM 9.6.2

That Council confirm the accounts as presented for October 2010 from the Municipal Fund totalling \$373,207.06 represented by Electronic Funds Transfers of EFT4558 to EFT4646 and Cheque No's 7275 – 7286

- 10 ELECTED MEMBERS/ MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN**
- 11 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING**
 - 11.1 ELECTED MEMBERS**
 - 11.2 STAFF**
- 12 CONFIDENTIAL ITEM**
 - 12.1 Doctor Services
- 13 COUNCILLOR REPORTS**
- 14 TIME AND DATE OF NEXT MEETING**

OFFICER RECOMMENDATION – ITEM 13.1

That the next meeting be a Joint Council Meeting held on Wednesday the 15th December 2010 in Mingenew.

- 15 CLOSURE**