



**MINUTES  
ORDINARY MEETING  
OF COUNCIL**

**18 FEBRUARY 2020**

**SHIRE OF CUE  
Ordinary Council Meeting  
MINUTES**

Held in the Council Chambers, 73 Austin Street Cue on  
Tuesday 18 February 2020 commencing at 6:30pm

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**15**      **CLOSURE.....30**

## 1. DECLARATION OF OPENING

The Presiding Member welcomed those present and read the following disclaimer:

*No responsibility whatsoever is implied or accepted by the Shire of Cue for any act, omission or statement or intimation occurring during this Meeting.*

*It is strongly advised that persons do not act on what is heard at this Meeting and should only rely on written confirmation of council's decision, which will be provided within fourteen (14) days of this Meeting.*

### **PRESENT:**

Councillor Ross Pigdon, Shire President

Councillor Les Price, Deputy Shire President

Councillor Ian Dennis

Councillor Ron Hogben

Councillor Leonie Fitzpatrick

Councillor Fred Spindler

Councillor Liz Houghton

### **STAFF:**

Mr Rob Madson, Chief Executive Officer

Mr Richard Towell, Deputy Chief Executive Officer

Mrs Janelle Duncan, Executive Assistant

### **GALLERY:**

Mr Shawn Barnes

Mr Peter Tegg

Mr Neil Hartley

Mr Davyd Hooper

Ms Melanie Fraser

**2. APOLOGIES AND APPROVED LEAVE OF ABSENCE**

Nil

**3. DISCLOSURE OF MEMBERS' INTERESTS**

Nil

**4. PUBLIC QUESTION TIME**

Mr Davyd Hooper, Cue Roadhouse, Austin St Cue

Q1. Following up an email sent to the CEO 11/9/19, expressing an interest in building a tourist attraction on land owned by Mr Hooper. Wondering if the Shire would support it?

A1. The CEO invited Mr Hooper to call him tomorrow to further discuss the idea.

Q2. With regards to an email sent to the Project Officer regarding QFest road closure, may we please have a copy of the traffic management plan to show what the diversions will be?

A2. The CEO explained the QFest is still in the planning stage. The traffic management plan will be finalised closer to the date, if the event goes ahead.

**5. CONFIRMATION OF MINUTES**

**Council Decision:01022020**

**Voting Requirement:** Simple Majority

**MOVED: Cr Spindler**

**SECONDED: Cr Hogben**

That the Minutes of the Ordinary Meeting of 17 December 2019 are confirmed as a true and correct record of the meeting.

**CARRIED:7/0**

**Council Decision:02022020**

**Voting Requirement:** Simple Majority

**MOVED: Cr Houghton**

**SECONDED: Cr Spindler**

That the Minutes of the Special Meeting of 21 January 2020 are confirmed as a true and correct record of the meeting.

**CARRIED:5/2**

**AGAINST: CR FITZPATRICK, CR HOUGHTON**

**6. APPLICATIONS FOR LEAVE OF ABSENCE**

Nil

**7. DEPUTATIONS**

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Nil

**8. PETITIONS**

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Nil

**9. ANNOUNCEMENTS WITHOUT DISCUSSION**

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Nil

## 10. REPORTS

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### 10.1 ACCOUNTS & STATEMENTS OF ACCOUNTS

APPLICANT: Shire of Cue  
DISCLOSURE OF INTEREST: Nil  
AUTHOR: Richard Towell – Deputy Chief Executive Officer  
DATE: 13 February 2020

***Matters for Consideration:***

To receive the List of Accounts Due & Submitted to Ordinary Council Meeting on 18 February 2020 as attached – see [Appendix 1](#).

***Background:***

The local government under its delegated authority to the CEO to make payments from the municipal and trust funds is required to prepare a list of accounts each month showing each account paid and presented to Council at the next ordinary Council meeting. The list of accounts prepared and presented to Council must form part of the minutes of that meeting.

***Comments:***

The list of accounts is for the month of December 2019 and January 2020.

***Statutory Environment:***

*Local Government (Financial Management Regulations) 1996 – Clause 13.*

***Policy Implications:***

Nil.

***Financial Implications:***

Nil.

***Strategic Implications:***

Nil.

***Consultation:***

Nil.

**Officer's Recommendation:**

**Voting Requirement:** Simple Majority

*That Council endorse the payments for the period 1 December 2019 to 31 January 2020 as listed at [Appendix 1](#), which have been made in accordance with delegated authority per LGA 1995 S5.42.*

Municipal Fund Bank	EFTs	7791 - 8179	\$465,053.77
Direct Debit Fund Transfer			\$ 70,004.28
Payroll			\$245,366.87
BPAY			\$ 34,045.31
Cheques			\$ -
Total			\$814,470.23

<b>Council Decision:03022020</b>		<b>Voting requirement:</b> Simple Majority	
<b>MOVED: Cr Dennis</b>		<b>SECONDED: Cr Hogben</b>	
<i>That Council endorse the payments for the period 1 December 2019 to 31 January 2020 as listed at <a href="#">Appendix 1</a>, which have been made in accordance with delegated authority per LGA 1995 S5.42.</i>			
Municipal Fund Bank	EFTs	7791 - 8179	\$465,053.77
Direct Debit Fund Transfer			\$ 70,004.28
Payroll			\$245,366.87
BPAY			\$ 34,045.31
Cheques			\$ -
Total			\$814,470.23
<b>CARRIED:7/0</b>			



## 10.2 FINANCIAL STATEMENT

APPLICANT: Shire of Cue  
 DISCLOSURE OF INTEREST: Nil  
 AUTHOR: Richard Towell – Deputy Chief Executive Officer  
 DATE: 13 February 2020

### ***Matters for Consideration:***

The Statement of Financial Activity for the period ended 31 December 2019 and 31 January 2020 including the following reports:

- Statement of Financial Activity
- Significant Accounting Policies
- Graphical Representation – Source Statement of Financial Activity
- Net Current Funding Position
- Cash and Investments
- Major Variances
- Budget Amendments
- Receivables
- Grants and Contributions
- Cash Backed Reserve
- Capital Disposals and Acquisitions
- Trust Fund

see [Appendix 2](#).

### ***Background:***

Under the *Local Government (Financial Management Regulations 1996)*, a monthly Statement of Financial Activity must be submitted to an Ordinary Council meeting within 2 months after the end of the month to which the statement relates. The statement of financial activity is a complex document but presents a complete overview of the financial position of the local government at the end of each month. The Statement of Financial Activity for each month must be adopted by Council and form part of the minutes.

### ***Comments:***

The Statement of Financial Activity is for the months of December 2019 and January 2020.

### ***Statutory Environment:***

*Local Government (Financial Management Regulations) 1996 – Clause 14.*

### ***Policy Implications:***

Nil.

**Financial Implications:**

Nil.

**Strategic Implications:**

Nil.

**Consultation:**

RSM Australia Pty Ltd.

**Officer's Recommendation:**

**Voting Requirement:** Simple Majority

*That Council receive the Financial Statements, prepared in accordance with the Local Government (Financial Management) Regulations, for the period ended 31 December 2019 and 31 January 2020, as presented at [Appendix 2](#).*

**Council Decision:04022020**

**Voting requirement:** Simple Majority

**MOVED: Cr Spindler**

**SECONDED: Cr Price**

*That Council receive the Financial Statements, prepared in accordance with the Local Government (Financial Management) Regulations, for the period ended 31 December 2019 and 31 January 2020, as presented at [Appendix 2](#).*

**CARRIED:6/1**

**AGAINST: CR FITZPATRICK**

7.00pm Mr Peter Tegg left the chambers.

**10.3 SALE OF LAND 6 DOWLEY ST CUE**

APPLICANT: Shire of Cue  
 DISCLOSURE OF INTEREST: Nil  
 AUTHOR: Richard Towell – Deputy Chief Executive Officer  
 DATE: 13 February 2020

***Matters for Consideration:***

Considering an offer made to purchase Lot 290, 6 Dowley St Cue for the sum of \$2,200.00

***Background:***

At the Ordinary meeting of Council held on 20 February 2018, Council resolved the following;

**Council Decision: 08022018**

**Voting requirement: Absolute Majority**

**MOVED: CR SPINDLER**

**SECONDED: CR PRICE**

*That Council:*

1. *Exercise the power of sale under section 6.64(1)(b) of the Local Government Act 1995 to proceed to a public auction for the property located at 6 Dowley Street, 27 Robinson Street, 41 Wittenoom Street and 52A Stewart St all of Cue.*
2. *Exercise the power to re-vest the land to the Crown under section 6.74 (1) of the Local Government Act 1995 for the property located at 109 Austin Street and 44 Kinsella Street, in Cue and L66 Boyd Street, Reedy.*
3. *Should the public auction be unsuccessful then move to sell the property via private sale.*
4. *Any amount in excess of that required to clear the legal costs and rates be applied to other costs associated with the original claim.*
5. *In the case that the sale amount is insufficient to cover the rates arrears and legal costs that the amount in excess of the rates arrears and legal costs be written off.*
6. *Authorise the CEO to finalise this transaction.*

**CARRIED: 6/0**

While this process has taken some time, the Shire has taken possession of the property at 6 Dowley St and it was put up for public auction on Saturday 23 November 2019, with no bids being placed for the property.

The following list shows the current outstanding amount for the property.

Ref	Property	Details	Total Outstanding
A4941	6 (L290) Dowley Street, Cue Alfred Quacker	Vacant Land - Deceased Estate	\$13,053.69

The Shire has received a written offer to purchase the property for two thousand two hundred dollars.

**Comments:**

If Council accept the offer to sell the property, this provides some funds towards the outstanding rates and charges with the remaining amount being written off and the expectation that the property will be developed with a consistent rate payer in place.

The alternatives are for Council to continue to keep possession of the land until twelve months' time has elapsed from the auction date, at which time the local government can apply to have the land transferred to itself, or decline the offer pending a higher purchase price being offered.

Given the supply of vacant land in Cue and the lack of demand, the price offered for the property is a fair market price. It is the author's recommendation that Council accept the offer which will allow the closure of the long running deceased estate file for this property and potentially see another property developed in Cue.

**Statutory Environment:**

*Part 6, Division 6, sections 6.63 to 6.75 and Schedules 6.2 and 6.3 of the Local Government Act 1995 (the Act) and Part 5 of the Local Government (Financial Management) Regulations 1996 (FMR) regulations 72 to 78 and Forms 2 to 7.*

**6.64 . Actions to be taken**

(1) *If any rates or service charges which are due to a local government in respect of any rateable land have been unpaid for at least 3 years the local government may, in accordance with the appropriate provisions of this Subdivision take possession of the land and hold the land as against a person having an estate or interest in the land and —*

- (a) from time to time lease the land; or*
- (b) sell the land; or*
- (c) cause the land to be transferred to the Crown; or*
- (d) cause the land to be transferred to itself.*

(2) *On taking possession of any land under this section, the local government is to give to the owner of the land such notification as is prescribed and then to affix on a conspicuous part of the land a notice, in the form or substantially in the form prescribed.*

(3) *Where payment of rates or service charges imposed in respect of any land is in arrears the local government has an interest in the land in respect of which it may lodge a caveat to preclude dealings in respect of the land, and may withdraw caveats so lodged by it.*

**6.71. Power to transfer land to Crown or to local government**

(1) *If under this Subdivision land is offered for sale but at the expiration of 12 months a contract for the sale of the land has not been entered into by the local government, it may by transfer, where the land is subject to the provisions of the Transfer of Land Act 1893, and by deed, where the land is not subject to the provisions of that Act, transfer or convey the estate in fee simple in the land to —*

*(a) the Crown in right of the State; or*

*(b) the local government.*

(2) *When a local government exercises the power referred to in subsection (1)(a) in relation to any land all encumbrances affecting the land are, by virtue of this section of no further force or effect against that land and the Registrar of Titles or the Registrar of Deeds and Transfers, as the case requires, is to give effect to this section.*

(3) *When exercising the power referred to in subsection (1)(b) the local government is required to pay the sum secured by, or payable under, a mortgage, lease, tenancy, encumbrance or charge in favour of the Crown in right of the State or a department, agency, or instrumentality of the Crown in right of the State.*

(4) *Schedule 6.3 has effect in relation to the exercise of the power referred to in subsection (1).*

**6.73. Discharge of liability on sale of land**

*A sale of land by a local government or a transfer or conveyance of land to the Crown or a local government under this Subdivision discharges —*

*(a) the land; and*

*(b) the owners (present and past) of the land,*

*from any liability to the local government for rates, service charges or other money due to the local government which were, at the time of the sale, transfer or conveyance*

*(c) secured by a charge over the land; or*

*(d) otherwise recoverable, whether under this Act or another written law, by the local government in respect of the land.*

**Policy Implications:**

*D.1 Debt Recovery – 2.2 Recovery of Rates Arrears*

**Financial Implications:**

Once the property is sold under the Local Government Act 1995 provisions, all charges owed to the Shire will be discharged requiring the write-off of any amounts outstanding not covered by the sale price. Total combined charges owing against the property is currently \$13,053.69. Transfer fees and legal costs to complete the transaction are estimated at \$550.00 including GST, plus disbursements and Government charges.

**Strategic Implications:**

Nil

**Consultation:**

CS Legal  
Rob Madson – Chief Executive Officer

**Officer's Recommendation:**

**Voting Requirement:** Simple Majority

That Council:

Accept the offer to purchase Lot 290, 6 Dowley St Cue for the consideration of two thousand two hundred dollars.

And

Authorise the Shire President and Chief Executive Officer to finalise the transaction and apply the common seal if required.

*7.02pm Mrs Janelle Duncan left the chambers.*

**Council Decision:05022020**

**Voting requirement:** Simple Majority

**MOVED: Cr Price**

**SECONDED: Cr Dennis**

That Council:

Accept the offer to purchase Lot 290, 6 Dowley St Cue for the consideration of two thousand two hundred dollars.

And

Authorise the Shire President and Chief Executive Officer to finalise the transaction and apply the common seal if required.

**CARRIED:4/3**

**AGAINST: CR SPINDLER, CR HOUGHTON, CR FITZPATRICK**

## 10.4 OUTSTANDING RATES 31 AND 33 DOWLEY ST

APPLICANT: Shire of Cue  
 DISCLOSURE OF INTEREST: Nil  
 AUTHOR: Richard Towell – Deputy Chief Executive Officer  
 DATE: 14 February 2020

### ***Matters for Consideration:***

For Council to consider accepting two vacant blocks, being 31 and 33 (Lot 603 and 602) Dowley St Cue as payment for the outstanding rates on the two properties.

### ***Background:***

Lots 603 and 602 Dowley St are owned by Mid-West Gold Operations Pty Ltd. Rates for the two properties have been outstanding for a number of years. Following discussions with Mid-West Gold Operations Pty Ltd I have received a verbal confirmation that they are prepared to transfer the two vacant blocks to the Shire in payment for the rates and charges outstanding on the two lots.

### ***Comments:***

The two lots are located on Dowley St at the end of Marshall St as detailed in the diagram attached at [Appendix 3](#). The lots being adjoining, could be utilised by the Shire for a housing unit development for staff and rental accommodation or other development in the future.

Should Council accept this proposal we would write off all outstanding rates owed and pay the transfer costs in exchange for taking possession of the properties. The value of the properties does not cover the outstanding rates and charges against the property but will negate the need to incur further expenses pursuing collection through legal proceedings.

### ***Statutory Environment:***

#### ***Local Government Act 1995, Section 6.49.***

#### *Agreement as to payment of rates and service charges*

*A local government may accept payment of a rate or service charge due and payable by a person in accordance with an agreement made with the person.*

### ***Policy Implications:***

*Shire of Cue Policy Manual*

*D1 – Debt Recovery, 2.2 Recovery of Rate Arrears.*



***Financial Implications:***

Rates currently owing on the properties amount to \$35,747.44, being \$17,938.16 on Lot 602 and \$17,809.28 on Lot 603. Both lots are accruing interest at 11% per annum. The properties do not have any utilities connected and therefore no other amounts are outstanding on the properties. Transfer charges to be incurred are estimated to be \$1,500.00 per property.

The cost of pursuing payment of outstanding rates and charges through legal proceedings is estimated at \$7,000 to \$10,000 with the likelihood that none of the expenditure or outstanding amount would be retrievable.

***Strategic Implications:***

Nil

***Consultation:***

Rob Madson – Chief Executive Officer

Marisa Durant-Maynard – Saint James Conveyancing

Tim Bradley – CS Legal

***Officer's Recommendation:***

***Voting Requirement:*** Simple Majority

That Council authorise the Chief Executive Officer to enter into an offer and acceptance with the owner of Lot 603 and 602, 31 and 33 Dowley Street Cue, to transfer the property to the Shire as consideration for the current rates outstanding on the Lots.

And

Authorise the Shire President and Chief Executive Officer to apply the common seal to the transfer of land.

*7.08pm Mrs Janelle Duncan returned to the chambers.*

**Council Decision:** 06022020

**Voting Requirement:** Simple Majority

**MOVED:** Cr Dennis

**SECONDED:** Cr Price

That Council authorise the Chief Executive Officer to enter into an offer and acceptance with the owner of Lot 603 and 602, 31 and 33 Dowley Street Cue, to transfer the property to the Shire as consideration for the current rates outstanding on the Lots.

And

Authorise the Shire President and Chief Executive Officer to apply the common seal to the transfer of land.

*7.11pm Cr Hogben left the chambers.*

*7.14pm Cr Hogben returned to the chambers.*

**CARRIED:7/0**

## 10.5 ASSIGNMENT OF LEASE - PART LOT 641 ROBINSON STREET

APPLICANT: Shire of Cue  
 DISCLOSURE OF INTEREST: Nil  
 AUTHOR: Rob Madson –Chief Executive Officer  
 DATE: 12 February 2020

### ***Matters for Consideration:***

Granting approval to assign the lease of Part Lot 641 Robinson Street (fuel outlet) from Puma Energy to Chevron Australia.

### ***Background:***

Puma Energy have advised that they have entered into a Share Sale Agreement to sell their Australian fuel business to Chevron Australia Downstream, with Chevron acquiring 100% of the share capital of Puma.

Puma advises that after completion of the proposed transaction:

- Puma will continue to remain as tenant and there will be no change to its existing rights and obligations under the lease;
- Puma will remain responsible, respectable, of sound financial standing with the business skills to conduct the business operated on the premises; and
- The business conducted from the premises will remain the same as is currently conducted.

Chevron confirms that:

- The Premises will continue to be used for the Permitted Use;
- The Tenant will remain an entity with a proven ability to conduct trade or business similar to the Permitted Use;
- The Tenant will continue to be respectable, financially responsible, solvent and capable of complying with the financial and contractual obligations under the Lease;
- All employees and management staff within the Puma stores will continue to be employed with the Tenant and it is anticipated that all employees in the Premises will remain employees following completion; and
- As soon as possible after completion the details of the relevant contact person with respect to the lease will be provided.

### ***Comments:***

Due to the sale, Chevron Australia Downstream will acquire control of Puma's leased premises, including part of Lot 641 Robinson Street which is leased from the Shire for a fuel outlet. A Deed of Consent to Change in Control has been prepared between the

two parties. In accordance with the lease provisions, Puma have requested the Shire to grant approval of the arrangement.

There are no outstanding amounts due on the leased premises.

**Statutory Environment:**

*Clause 14 of the current lease states:*

*14.1(a) No assignment*

*The Tenant shall not assign, mortgage or charge the Tenant's leasehold estate in the Leased Premises, nor sublet, part with possession or dispose of the Leased premises in any way without the Landlord's consent (such consent not to be unreasonably withheld or delayed).*

*14.4 Landlord may consent to assignment*

*In the case of an assignment under clause 14.1(a), the Landlord will not unreasonably withhold consent if the following criteria are satisfied:*

*(a) The Tenant satisfies the Landlord that:*

- (i) The proposed assignee is a respectable and responsible person of good financial standing, with sound business acumen, with adequate business experience and who is capable of meeting all the financial commitments of the Tenant under this lease;*
- (ii) At the time of the Tenant's application, there is no Rent or other money payable under this lease due but unpaid; and*
- (iii) There is no unremedied breach of the Tenant's Obligations that has been notified to the Tenant by the Landlord and that has not been waived by the Landlord;*

*(b) The Tenant procures the execution by the proposed assignee of an assignment of lease prepared by the Landlord's solicitors at the Tenant's cost (such costs to be reasonably and properly incurred) which contains terms acceptable to the Landlord, including a covenant by the proposed assignee with the Landlord to pay all Rent and other money payable under this Lease and to observe and perform all of the tenant's obligations;*

*(c) If the proposed assignee is a company, the directors or substantial shareholders of the company at the option of the Landlord (acting reasonably) guarantee to the Landlord the observance and performance of all of the Tenant's Obligations including payment of the Rent and other money payable under this lease; and*

*For the avoidance, in the case of an assignment under clause 14.1(a) or clause 14.1(b), the Tenant agrees that the covenants of the assignee are independent of the covenants of the Tenant in this Lease and will not release or relieve the Tenant from*

*the Tenant's Obligations and the Tenant acknowledges that the Tenant will continue to be fully responsible for the Tenant's Obligations notwithstanding the assignment of the Lease to the proposed assignee, particularly on the occurrence of an Event of Default by the proposed assignee or any other party.*

**LOCAL GOVERNMENT ACT 1995 - SECT 9.49A**

**9.49A . Execution of documents**

(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.*

**Policy Implications:**

Nil.

**Financial Implications:**

Nil.

**Strategic Implications:**

Nil.

**Consultation:**

Richard Towell – Deputy CEO, Shire of Cue

**Officer's Recommendation:**

**Voting Requirement:** Simple Majority

That Council:

1. Grant approval for the lease held by Puma Energy (Australia) Fuels Pty Ltd (formerly Australian Fuel Distributors Pty Ltd) on Lot 641 Robinson Street, Cue to be assigned to Chevron Australia Downstream Pty Ltd, subject to satisfactory assessment of the Deed of Consent to Change in Control by the Shire's legal representative; and
2. Authorise the Shire President and Chief Executive Officer to sign the letter of authorisation of change in control and apply the common seal.

**Council Decision:07022020**

**Voting requirement:** Simple Majority

**MOVED: Cr Spindler**

**SECONDED: Cr Dennis**

That Council:

1. Grant approval for the lease held by Puma Energy (Australia) Fuels Pty Ltd (formerly Australian Fuel Distributors Pty Ltd) on Lot 641 Robinson Street, Cue to be assigned to Chevron Australia Downstream Pty Ltd, subject to satisfactory assessment of the Deed of Consent to Change in Control by the Shire's legal representative; and
2. Authorise the Shire President and Chief Executive Officer to sign the letter of authorisation of change in control and apply the common seal.

**CARRIED:7/0**

## 10.6 SHIRE OF MEEKATHARRA WITHDRAWAL FROM MRVC

APPLICANT: Shire of Cue  
 DISCLOSURE OF INTEREST: Nil  
 AUTHOR: Rob Madson –Chief Executive Officer  
 DATE: 12 February 2020

### ***Matters for Consideration:***

Review of the Draft Deed of Withdrawal, Establishment Agreement and Deed of Retiring Municipality following the withdrawal of the Shire of Meekatharra from the Murchison Regional Vermin Council (MRVC).

### ***Background:***

Shire of Meekatharra notified their intention to withdraw from the MRVC with effect from 30 June 2018.

The MRVC at its meeting held on 27 August 2019 adopted the following resolution:

*That Council:*

*(3) Inform Civic Legal to amend the Establishment Agreement to incorporate the following contributions to operating expenditure and capital assets.*

*Shire of Cue 24.675%*

*Shire of Mount Magnet 27.104%*

*Shire of Sandstone 9.058%*

*Shire of Yalgoo 39.163%*

*Total: 100.00%*

*(4) Request Civic Legal to review the Deed of Retiring Municipality.*

*(5) Provide the final drafts of the Establishment Agreement, Deed of Withdrawal and Deed of Retiring Municipality Shire of Meekatharra to the MRVC Member Local Governments for comment and approval.*

In accordance with part (3) of the resolution, the MRVC Member Local Governments have been requested to review the deeds, make comment and approve. The level of financial contributions set, have been calculated on the basis of the current contributions excluding the Shire of Meekatharra.

**Comments:**

Copies of the Draft Deed of Withdrawal, Establishment Agreement and Deed of Retiring Municipality are attached at [Appendix 4](#).

The Shire of Yalgoo's response to this matter introduces an alternate proposal that the Shires of Cue, Mount Magnet and Yalgoo contribute 30% each and the Shire of Sandstone contribute 10%. This approach is not consistent with the current calculations of proportional contributions which are based on the UV valuation of each Shires land contained within the cell as a proportion of the total UV value of all land of all Shires contained within the cell.

**Statutory Environment:**

Establishment Agreement – Murchison Regional Vermin Council (as amended 2016).

*12 Withdrawal of a Participant 12.1 Withdrawal only by agreement A Participant (Withdrawing Participant) may only withdraw from:*

- (a) the MRVC or any Existing Undertaking; or*
- (b) any New Undertaking in which it is a Project Participant,*

*by agreement in writing between the Withdrawing Participant and the other Participants, or the other Project Participants, as the case may be, (Remaining Participants).*

*12.2 Acknowledgement of Participants The Participants acknowledge that:*

- (a) the participation:*
  - (i) of all of the Participants in each Existing Undertaking; and*
  - (ii) of all of the Project Participants in each New Undertaking,*

*is of fundamental importance to the continuing integrity of the Murchison Region Vermin Cell and the achievement of the Objectives of the MRVC;*

- (b) the withdrawal of:*
  - (i) any Participant from any Existing Undertaking; or*
  - (ii) any Project Participant from any New Undertaking,*

*which either:*

- (iii) diminishes or disrupts the maintenance of any fence within the Withdrawing Participant's District is likely to compromise the integrity*



*of the Murchison Region Vermin Cell to the detriment of the Districts of all of the Participants (including the Withdrawing Participant); or*

*(iv) increases the commitment of the Remaining Participants in the continuing maintenance any fence within the Murchison Region Vermin Cell (including a fence within the Withdrawing Participant's District) will confer a benefit on the Withdrawing Participant and its District to which it has ceased to contribute; and*

*(c) accordingly, each Remaining Participant is entitled to withhold its agreement to the withdrawal of the Withdrawing Participant at its absolute discretion.*

*12.3 Notice of withdrawal A Withdrawing Participant must give written notice to each of the Remaining Participants and to the MRVC of its desire to withdraw from the MRVC, any Existing Undertaking or any New Undertaking (as the case may be).*

*12.4 Negotiations in good faith The Withdrawing Participant and the Remaining Participants must negotiate in good faith with a view to reaching agreement as to the basis on which the Withdrawing Participant may so withdraw, and the Withdrawing Participant and the Remaining Participants must do so:*

*(a) as soon as practicable following receipt of a notice under clause 12.3; and*

*(b) from time to time when reasonably requested to do so by the Withdrawing Participant or any of the Remaining Participants.*

*12.5 Requirements of agreement Without limiting the matters which may be the subject of negotiation and agreement between the Withdrawing Participant and the Remaining Participants for the purposes of clause 12.4, any agreement as to the withdrawal of the Withdrawing Participant must specify:*

*(a) the agreed date on which the withdrawal is to take effect; and*

*(b) one of the following outcomes:*

*(i) an amount that is to be paid:*

*(A) to the Withdrawing Participant by the MRVC or the Remaining Participants; or*

*(B) by the Withdrawing Participant to the MRVC or the Remaining Participants; or*

*(ii) the agreed methodology for determining the amount to be paid to or by the Withdrawing Participant; or*

*(iii) that no amount is payable by to or by any Participant or the MRVC in respect of the withdrawal of the Withdrawing Participant.*

**LOCAL GOVERNMENT ACT 1995 - SECT 3.65**

*3.65 Establishment agreement, amendment of*

*(1) The participants may amend the establishment agreement for a regional local government by agreement made with the Minister's approval, and a reference in this Division to the establishment agreement includes a reference to the establishment agreement as so amended.*

*(2) The establishment agreement can be amended under subsection (1) to include another local government as a further participant if that local government is a party to the amending agreement.*

*(3) Section 3.61(2) and (3) apply, with any necessary modifications, to an agreement amending the establishment agreement.*

**LOCAL GOVERNMENT ACT 1995 - SECT 9.49A**

*9.49A Execution of documents*

*(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.*

***Policy Implications:***

Nil.

***Financial Implications:***

The establishment agreement commits the Shire to a proportion of capital and operating costs resulting from the operations of the MRVC.

The proportional contributions from all remaining member Councils of the MRVC will increase to compensate for the loss of contributions from the Shire of Meekatharra, which are due to cease from the 2021/22 financial year in accordance with the Deed of Withdrawal.

The Shire of Cue presently pays contributions for both expenditure and capital assets at the rate of 17.68% under current arrangements, with this proposed to increase to 24.675%.

**Strategic Implications:**

Nil.

**Consultation:**

Cr Les Price – MRVC Representative

**Officer’s Recommendation:**

**Voting Requirement:** Simple Majority

That Council:

1. Agree to the withdrawal of the Shire of Meekatharra from the MRVC;
2. Endorse the MRVC Draft Deed of Withdrawal, Establishment Agreement and Deed of Retiring Municipality;
3. Authorise the Shire President and Chief Executive Officer to sign the Establishment Agreement and apply the common seal; and
4. Advise the MRVC that they do not support the amendment to contribution rates proposed by the Shire of Yalgoo.

*7.23pm Mr Davyd Hooper and Mr Shawn Barnes left the chambers*

**Council Decision:08022020**

**Voting requirement:** Simple Majority

**MOVED: Cr Price**

**SECONDED: Cr Dennis**

That Council:

1. Agree to the withdrawal of the Shire of Meekatharra from the MRVC;
2. Endorse the MRVC Draft Deed of Withdrawal, Establishment Agreement and Deed of Retiring Municipality;
3. Authorise the Shire President and Chief Executive Officer to sign the Establishment Agreement and apply the common seal; and
4. Advise the MRVC that they do not support the amendment to contribution rates proposed by the Shire of Yalgoo.

**CARRIED:5/2**

**AGAINST: CR HOUGHTON, CR FITZPATRICK**

## 10.7 WALGA STATE COUNCIL AGENDA ITEMS

APPLICANT: Shire of Cue  
 DISCLOSURE OF INTEREST: Nil  
 AUTHOR: Rob Madson –Chief Executive Officer  
 DATE: 12 February 2020

### ***Matters for Consideration:***

Endorsement of recommendations contained in the WALGA State Council agenda.

### ***Background:***

The following information was received in an email received 11 February 2020 from Tony Brown, Executive Manager Governance & Organisational Services, WALGA.

*Following the review of WALGA State Council and Zone processes last year, State Council resolved to implement some changes to the agenda process. A key outcome of the review is to make the State Council agenda shorter, sharper, and more forward-looking with the aim of engendering greater engagement with the agenda by WALGA's members. It has also been resolved to cease the hard copy production of the State Council agenda's.*

*The agenda has been distributed electronically to all CEO's and Elected Members.*

*A further outcome of the review is to request Chief Executive Officers to implement a process whereby State Council agenda items for decision are considered by Councils, either in formal Council meetings, or in briefing or concept forums. It would be beneficial for State Council agenda items for decision to be considered by Council in a formal or informal meeting to provide guidance and direction to their Zone representatives and to raise awareness of contemporary strategic advocacy and policy issues for all Elected Members and staff. In the March 2020 agenda, there are three items for decision to consider.*

### ***Comments:***

An extract from the March 2020 WALGA State Council agenda detailing the items for consideration is attached at [Appendix 5](#).

I have acceded to WALGA's request to include these matters in the Shire's agenda on this occasion, however I do not agree that Council consideration of matters for decision in the WALGA State Council agenda is beneficial. It is my view that State Council Zone Representatives have been appointed to that position by their Zone on the basis that they are competent and capable of representing the Zone's interests. After making whatever enquiries they deem relevant, they should be in a position to form an opinion on the recommendations on behalf of the Zone. Constantly referring matters back to member Councils simply undermines the efficiency of the Zone Representative

process and places a further burden on individual Councillors and the Shire Administration.

**Statutory Environment:**

Nil.

**Policy Implications:**

Nil.

**Financial Implications:**

While printed agendas are still being produced, the inclusion of WALGA State Council items in the agenda will increase copying costs by a significant amount as they are typically wordy documents.

**Strategic Implications:**

Nil.

**Consultation:**

Cr Ross Pigdon – Shire President.

Cr Les Price – WALGA Murchison Country Zone State Council Representative

**Officer’s Recommendation:**

**Voting Requirement:** Simple Majority

That Council endorse the recommendations to WALGA State Council on matters for decision contained in the March 2020 State Council Agenda.

<b>Council Decision:</b> 09022020	<b>Voting requirement:</b> Simple Majority
<b>MOVED: Cr Spindler</b>	<b>SECONDED: Cr Price</b>
That Council endorse the recommendations to WALGA State Council on matters for decision contained in the March 2020 State Council Agenda.	
8.07pm Cr Hogben left the chambers.	
8.12pm Cr Hogben returned to the chambers.	
8.12pm Mr Richard Towell left the chambers.	
8.14pm Mr Richard Towell returned to the chambers.	
<b>CARRIED:7/0</b>	

**11. MOTIONS BY MEMBERS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN**

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Nil

**12 MOTIONS FOR CONSIDERATION AT THE NEXT MEETING**

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Nil

**13. NEW BUSINESS OF AN URGENT NATURE**

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Nil

**14 MATTERS FOR WHICH THE MEETING MAY BE CLOSED**

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Nil

**15 CLOSURE**

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The Presiding Member thanked those present for attending the meeting and declared the meeting closed at 8.16pm.

**To be confirmed at Ordinary Meeting on the 17 March 2020.**

**Signed:.....**

**Presiding Member at the Meeting at which time the Minutes were confirmed.**