

MINUTES of the **ORDINARY COUNCIL MEETING OF THE COLAC-OTWAY SHIRE COUNCIL** held in the COPACC Meeting Room, Rae Street, Colac on Tuesday 25 March 2008 at 3.00 pm.

---

**1. PRESENT**

Cr. Chris Smith (Mayor)  
Cr. Joe Di Cecco  
Cr Tony Graham  
Cr Fran Lehmann  
Cr. Peter Mercer  
Cr. Warren Riches  
Cr. Carol Wilmink

Tracey Slatter, Chief Executive Officer

Colin Hayman, General Manager, Corporate & Community Services  
Gary Dolan, General Manager, Infrastructure  
Jack Green, General Manager, Sustainable Planning & Development

Althea Wright, Executive Officer

The Mayor welcomed Cr Carol Wilmink to her first meeting of the Colac Otway Shire.

The Mayor also welcomed members of the Youth Council to the meeting.

**2. APOLOGIES**

Nil

**3. QUESTION TIME**

**Questions Received in Writing Prior to the Meeting**

Phil Lawson, Apollo Bay

**Some members of the Apollo Bay Golf Club are eliciting public support for the C29 Amendment using a scare campaign pamphlet containing statements created by the Great Ocean Green developer. I believe the information is factually incorrect but ask the following questions to get authoritative answers.**

**To quote the key message in bold type of the pamphlet "If Great Ocean Green does not get Councils thumbs up, come 2016 when the Bunbury Point lease expires, Apollo Bay will not have a golf course ....."**

**In 2007 a Council Officer working on the Harbour development plans informed me that DSE had made the decision that the golf club would not be forced to vacate the foreshore site until they had an alternative 9 hole course established. This seems to me consistent with the State Govt. policy to encourage golf tourism.**

**1. Has there been a decision that the Golf Club must vacate the foreshore in 2016?**

*The Point Bunbury lease for the Apollo Bay Golf Club does expire in 2016. Council has been advised that there is no decision to renew the lease.*

**2. What position on the tenancy and the occupation of the foreshore by the golf club has been conveyed to Council by the responsible State government department?**

*The State government has advised Council that DSE does not believe the current location is an appropriate location for a golf course and that they have been consistent in encouraging the club to quit the site and advising that any significant improvements would not be permitted. The Golf Club was advised by DSE in June 2006, that any further discussion on the future of the lease should be deferred until the outcome of the C29 Planning Scheme Amendment is known. At that time the Department indicated that it expected that decision to 'take another two to three months'. The Department has also reminded Council "of the agreed role of Council to facilitate the establishment of an 18 hole golf course in Apollo Bay or Marengo in a non- foreshore location" as identified in the 2001 Apollo Bay Coastal Action Plan.*

**3. The pamphlet purports that there has been flood modelling for the C29 proposal for a sea level rise of up to 1.4 metres. Is Council aware or privy to the modelling for this height of sea level rise, and is the information publicly available?**

**There are positive comments in the pamphlet about the use of recycled water in homes. My understanding is that it necessitates upgrading wastewater to Class A from Class C. However the developer demanded that Barwon Water pay for upgrading the water, Barwon Water has refused and have stated that the developers would have to pay for it. Therefore it is not going to happen.**

*Council has been advised by the applicant that "hydraulic engineers have tested the impacts of a 1.4 metre rise in sea levels and found there to be no significant detriment to the project". This modelling has not yet been provided to or assessed by Council or the CCMA and is not, at this stage, publicly available.*

*It is anticipated that Council Officers and the CCMA will assess this modelling and provide advice to Council as part of the assessment and decision making for Amendment C29.*

**4. Is this an accurate reflection of the situation regarding recycled wastewater?**

*The statement made by Mr Lawson that "therefore it is not going to happen" is not an "accurate reflection of the situation". The schedule to the Comprehensive Development Zone specifies that "each lot must be provided with Class A recycled water supply". Providing recycled water to each lot does not necessitate upgrading wastewater to class A from class C as stated by Mr Lawson. The Panel report discussed recycled water and acknowledged that this was a positive feature of the development.*

**5. In the C29 Amendment is it true that water tanks will be mandated on all houses as purported in the golf clubs/developers pamphlet, or is it just mandatory for houses on building blocks over 420 sq metres?**

*The comprehensive development plan requires that "each lot greater than 450 sq metres must provide for a water tank connected to the dwelling to provide for appropriate substitution of potable water uses". The Building regulations specify that a 5 star energy rating must be achieved, which is usually achieved with a water tank or solar hot water*

system. The fact that lots less than 450 sq metres are not mandated to have water tanks was raised by Council when cross examining the expert witness Mr Hunter at the Panel hearing. The conclusion was that water tanks on lots greater than 450 sq metres was appropriate.

### **Questions Received Verbally at the Meeting**

Ray Ensley, Friends of the Colac Library

- 1. Were all Councillors present at a meeting held last Wednesday between 3.00 pm and 5.00 pm, if not who was there and was the main item on today's agenda discussed?**

*The Mayor advised that not all Councillors were present and that Cr Graham and Cr Riches were absent.*

*The Mayor further advised that this was not a Council meeting but a Councillor Briefing and that the Joint Use Library was discussed but it was not a decision making forum.*

- 2. Mr Ensley advised that not all forms that were submitted were considered as part of the Library report or distributed to Councillors.**

*The Mayor advised that all forms that were received in relation to the Joint Use Library were considered for the report.*

*Colin Hayman, General Manager, Corporate & Community Services further advised that a summary of all submissions had been provided to Councillors and that copies of submissions had been made available to Councillors.*

*Mr Ensley requested that this information be provided in writing to him.*

Bill Brown, South Dreeite

**Mr Brown asked the Mayor if he thought it was appropriate to vote for the library given the number of submitters opposed to the proposal.**

*The Mayor advised that statements in the report were accurate and that he was aware of many residents in support of the proposal. The Mayor further advised that he would not pre-empt how he or other Councillors would vote.*

Elizabeth Ryan, Birregurra

- 1. Advised that she has not had received a response to her letter of 31 January 2008 or to the submission she made to the Joint Use Library (Submitter No. 37).**

*Colin Hayman, General Manager, Corporate & Community Services advised that all submitters would be responded to after this Council meeting.*

- 2. Advised that she was a member of the Global Connector Sub Committee which became the Joint Use Library Sub Committee chaired by Mark Donehue.**

**Ms Ryan queried why this Sub Committee will not reconvene until after Council makes a decision on the Joint Use Library.**

*Colin Hayman, General Manager, Corporate & Community Services advised that that the Library Sub Committee would meet after the Council meeting to discuss various issues and that there was not reason to meet before Council makes a decision on the Joint Use Library.*

Stephen Hart, CORRA

- 1. Has Council prepared projected financial statements in relation to the cost for the Joint Use Library?**

*Colin Hayman, General Manager, Corporate & Community Services advised that all financial projections will be considered as part of the Budget and Strategic Resource Plan process and relevant financial issues were included in the report to Council on the Joint Use Library..*

- 2. How can Council make a decision today on extra borrowings if you do not have projected financial statements and why is this information not on the agenda?**

*Colin Hayman, General Manager, Corporate & Community Services advised that Councillors have been provided with information to guide them in their decision making process.*

- 3. Has legal advice been sought in respect of the borrowing of funds prior to the budget process and the community not being able to make submissions.**

*Colin Hayman, General Manager, Corporate & Community Services advised that no, legal advice had not been sought.*

- 4. Has approval been sought from the Minister in respect to Section 193 of the Local Government Act with respect to Entrepreneurial Powers?**

*Colin Hayman, General Manager, Corporate & Community Services that approval had not been sought.*

Damian Hogan, Gellibrand

**Stated that he felt that sharing books with nine other libraries would be a stumbling block and would library users be disadvantaged if this library were to opt out of being a member of the Corangamite Regional Library Corporation as the resources would then be reduced from ten libraries to one.**

**If future Council's wish to terminate the agreement with the Department of Education and have a stand alone library would the Council be penalised for breaking an agreement?**

*Colin Hayman, General Manager, Corporate & Community Services advised that there had been no discussion on opting out of being a member of the Corangamite Regional Library Corporation.*

*Tracey Slatter, Chief Executive Officer advised that there is nothing in the conditions negotiated to date which would require the Council to be bound for the period of time that*

*has been set and there were no penalties if Council withdrew earlier, however there may be other financial implications.*

Lyn Foster, Colac

**Raised the issue regarding Council borrowing \$1.3m to build a library that would be owned by the Education Department and would not be considered a Council asset.**

*The Mayor advised that we currently have a recreation facility under a similar scenario.*

#### **4. PRESENTATION OF MAYORAL AWARDS**

The Mayor announced Ms Jess Ellis as the Mayoral Youth Award winner for the month of March 2008.

The Mayor announced Mr Tony Grogan as the Mayoral Volunteer Award winner for the month of March 2008.

#### **5. DECLARATION OF INTEREST**

Cr Lehmann: OM082503-3 Beechy Precinct Project Global Connector  
Including Joint Use Library  
Nature of Disclosure: Conflict of Interest  
Nature of Interest: Employed by the Dept. of Education, Early Childhood Development as a Teacher at the Colac Secondary College (Hearn Street Campus)

Cr Wilmink: OM082503-3 Beechy Precinct Project Global Connector  
Including Joint Use Library  
Nature of Disclosure: Interest  
Nature of Interest: Made a submission to Council on this item – prior to becoming a Councillor

#### **6. CONFIRMATION OF MINUTES**

- Ordinary Meeting of the Colac-Otway Shire Council held on the 26/02/08.

**Resolution**

***MOVED Cr Graham seconded Cr Riches that Council confirm the above minutes.***

***CARRIED 7 : 0***

## **OFFICERS' REPORTS**

### **Chief Executive Officer**

- OM082503-1 CEO'S PROGRESS REPORT TO COUNCIL
- OM082503-2 OATH OF OFFICE - SWEARING IN OF NEW COUNCILLOR

### **Corporate and Community Services**

- OM082503-3 BEECHY PRECINCT PROJECT - GLOBAL CONNECTOR INCLUDING JOINT USE LIBRARY
- OM082503-4 2008-2009 FESTIVAL AND EVENTS SUPPORT SCHEME
- OM082503-5 COMMUNITY FUNDING PROGRAM 2008-2009
- OM082503-6 FINANCIAL PERFORMANCE REPORT

### **Infrastructure**

- OM082503-7 DECLARATION OF ROAD AS UNUSED - ROAD NORTH OF 10 MCCORKELLS ROAD, PIRRON YALLOCK
- OM082503-8 EVENT ROAD CLOSURE CONSULTATION AND COMMUNICATION POLICY

## **GENERAL BUSINESS**

### **OM082503-9 General Business**

- OM082503-9.1 ITEM FOR SIGNING & SEALING - INSTRUMENT OF AGREEMENT - CONTRACT 0713 CRESSY-SHELFORD ROAD PAVEMENT REHABILITATION
- OM082503-9.2 ITEM FOR SIGNING & SEALING - AGREEMENT BETWEEN COLAC OTWAY SHIRE & JOHN ANTHONY FENN KEMP KING

**CONSENT CALENDAR****OFFICERS' REPORT**

D = Discussion

W = Withdrawal

ITEM	D	W
<p><b><u>CHIEF EXECUTIVE OFFICER</u></b></p> <p><b><u>M082503-1 CEO'S PROGRESS REPORT TO COUNCIL</u></b></p> <p>Department: Executive</p> <p><b><u>Recommendation(s)</u></b></p> <p><i>That Council receive the CEO's Progress Report to Council for information.</i></p>	Cr Riches	
<p><b><u>OM082503-2 OATH OF OFFICE - SWEARING IN OF NEW COUNCILLOR</u></b></p> <p>Department: Executive</p> <p><b><u>Recommendation(s)</u></b></p> <p><i>That Council note that Cr Carol Wilmink has taken the Oath of Office signed and dated before me on 20 March 2008.</i></p>		

***MOVED Cr Di Cecco seconded Cr Mercer that recommendations to items listed in the Consent Calendar be adopted.***

***CARRIED 7 : 0***

## CONSENT CALENDAR

### OFFICERS' REPORT

D = Discussion

W = Withdrawal

ITEM	D	W
<b><u>CORPORATE AND COMMUNITY SERVICES</u></b>		
<b><u>OM082503-3 BEECHY PRECINCT PROJECT - GLOBAL CONNECTOR INCLUDING JOINT USE LIBRARY</u></b>		
Department: Corporate and Community Services		
<b><u>Recommendation(s)</u></b>		
<b><i>That Council commit to the implementation of the Global Connector including 1,500 square metres of joint use facilities comprising a library, meeting, lecture and seminar rooms, "children's corner" and gallery for full time joint community and school use, in partnership with the Department of Education &amp; Early Childhood Development (DEECD) and commit to the allocation of \$3M in funding subject to:</i></b>		
<ol style="list-style-type: none"> <li><b><i>1. Confirmation from the State Government of an allocation of at least \$1.5M towards the community component of the joint use facility and DEECD contributing \$2.94M towards the total cost of the joint use facility (estimated to be approximately \$6M);</i></b></li> <li><b><i>2. The design being consistent with the preliminary drawings presented to the community for consultation on 17 December 2007 and incorporating the feedback from the community consultation (as per attachment A) and Council endorsing the final plans prior to contract documentation;</i></b></li> <li><b><i>3. Signage and entrance giving prominence to the main purpose of the building being a library (and not the main school entrance);</i></b></li> <li><b><i>4. Agreement by all parties to the key elements of a governance model and a joint use agreement of a minimum of 30 years, but preferably 40 years, comprising (unless otherwise agreed by Colac Otway Shire Council):</i></b> <ol style="list-style-type: none"> <li><b><i>(a) Establishment of a management body that is</i></b></li> </ol> </li> </ol>		
		Cr Riches



***chaired by a person independent of the Department of Education and Early Childhood and Development and the Colac Otway Shire and comprising representatives of all parties including a community representative to provide ongoing governance direction for the joint use facility;***

- (b) *The joint use facility operating for a minimum of 30 years (with a preference for 40 years) with the option being provided to Colac Otway Shire Council for a further extension of up to 20 more years (to guarantee long term community use of the facility commensurate with the public funds being invested in the public library, lecture, seminar and meeting room components of the facility);***
- (c) *The DEECD paying all Operating Costs for the joint use facility as they fall due and payable and Colac Otway Shire reimbursing the DEECD for not more than 50% of the operating costs. For the purposes of this clause, Operating Costs means all recurrent costs and expenses of operating and maintaining the joint use facility (excluding Staff Costs) including (but not limited to):***
- (i) all rates and taxes (the DEECD is exempt from these)***
  - (ii) insurance costs;***
  - (iii) all routine maintenance and repair costs (including air conditioning);***
  - (iv) cleaning of the joint use facilities and surrounds including carpark;***
  - (v) power, gas, water, telecommunications and other utilities supplied to and used in or at the joint use facility; and***
  - (vi) the cost of operating and maintaining all other services, facilities and equipment in the joint use facility.***
- (d) *The relative percentage share of floor space (on a 50:50 basis) for the various parts of the joint use facility and the relative proportions applicable to each party will be clearly documented, agreed and used as the basis for shared cost attribution;***
- (e) *Facility insurance is the responsibility of the DEECD;***

- |   |  |  |
|---|--|--|
| <p>(f) <b>Insurance for equipment, books and other resources would be insured on the basis of an agreed percentage proportion;</b></p> <p>(g) <b>Based on the minimum book stock of 50,000, purchase and replacement of book stock, library furniture and equipment will be based on an initial audit of current stocks at establishment and an agreed contribution for ongoing maintenance and increase of stock in accordance with the needs of each party (there will be no cross subsidization between the parties for their respective book stock and equipment needs);</b></p> <p>(h) <b>Agreed basis for the contribution towards new equipment and any adjustment to this being agreed by the Management Body;</b></p> <p>(i) <b>The DEECD promptly carrying out all maintenance and repair works to the facility and associated fixed equipment such as air conditioning unit, including adherence to an agreed maintenance schedule and maintenance standard and Council will reimburse the cost of these maintenance works up to 50% of the total cost;</b></p> <p>(j) <b>The DEECD being responsible for carrying out and funding 100% of all necessary maintenance and repairs of a capital nature (ie major structural repairs and replacement; major repairs and replacement of any fixed plant and fixed equipment including such as air conditioning unit so that the library remains in an agreed standard consistent with industry standards, legislation);</b></p> <p>(k) <b>Renewal of the joint use facility is 100% the funding responsibility of the DEECD;</b></p> <p>(l) <b>All staff working in the joint use library are to be employed through a single employment arrangement - either the Corangamite Regional Library Corporation or Colac Otway Shire (subject to consultation and agreement with affected parties and meeting industrial requirements);</b></p> <p>(m) <b>Staffing levels to be at least maintained at the current level of the combination of Colac High School, Colac College and Colac Otway Shire as per both budget and EFT allocations for 2006/07 financial year with each parties</b></p> |  |  |
|---|--|--|

<p><i>ongoing contribution to staffing costs being based on these proportions (plus the respective industrial and CPI increases);</i></p> <p><b>(n) The library operating to the public for at least 41 hours per week including at least for the current hours that the Colac Municipal Library operates unless otherwise agreed by the Management Body and by Colac Otway Shire Council;</b></p> <p><b>(o) Supervision arrangements to ensure an appropriate balance and diversity of users groups including students and other community members;</b></p> <p><b>(p) A single booking system for meeting, lecture and seminar rooms.</b></p>		
<p><b><u>OM082503-4 2008-2009 FESTIVAL AND EVENTS SUPPORT SCHEME</u></b></p> <p>Department: Corporate and Community Services</p> <p><b><u>Recommendation</u></b></p> <p><b><i>That Council adopts the Colac Otway 2008-2009 Festival and Events Support Scheme.</i></b></p>		
<p><b><u>OM082503-5 COMMUNITY FUNDING PROGRAM 2008-2009</u></b></p> <p>Department: Corporate and Community Services</p> <p><b><u>Recommendations</u></b></p> <p><b><i>That Council endorse the 2008/2009 Community Funding Program as detailed in the attached guidelines and application form noting the program timelines as follows:</i></b></p> <p><b><i>Applications open - 28 March 2008</i></b>  <b><i>Applications close - 9 May 2008</i></b>  <b><i>Submissions evaluated - 14 May to 2 June 2008</i></b>  <b><i>Councillors Assessment Panel - 3 June 2008</i></b>  <b><i>Report to Council Meeting - 24 June 2008</i></b>  <b><i>Notification of funding at Civic Reception - 14 July 2008</i></b>  <b><i>Project completion, evaluation forms returned - May 2009</i></b></p>		

<p><b><u>OM082503-6 FINANCIAL PERFORMANCE REPORT</u></b></p> <p>Department: Executive</p> <p><b><u>Recommendation</u></b></p> <p><b><i>That the Financial performance Report to the end of February 2008 be received.</i></b></p>		

***Cr Lehmann declared a Conflict of Interest in item OM082503-3.***

***MOVED Cr Riches seconded Cr Di Cecco that recommendations to items listed in the Consent Calendar, with the exception of items OM082503-3, be adopted.***

***CARRIED 7 : 0***

***OM082503-3***

***MOVED Cr Riches seconded Cr Wilmink***

1. ***That Council commit to the implementation of the Global Connector including 1,500 square metres of joint use facilities comprising a library, meeting, lecture and seminar rooms, "children's corner" and gallery for full time joint community and school use, in partnership with the Department of Education & Early Childhood Development (DEECD) and commit to the allocation of \$3M in funding subject to:***
  - 1.1 ***Confirmation from the State Government of an allocation of at least \$1.5M towards the community component of the joint use facility and DEECD contributing \$2.94M towards the total cost of the joint use facility (estimated to be approximately \$6M);***
  - 1.2 ***The design being consistent with the preliminary drawings presented to the community for consultation on 17 December 2007 and incorporating the feedback from the community consultation (as per attachment A) and Council endorsing the final plans prior to contract documentation;***
  - 1.3 ***Signage and entrance giving prominence to the main purpose of the building being a library (and not the main school entrance);***
  - 1.4 ***Agreement by all parties to the key elements of a governance model and a joint use agreement of a minimum of 30 years, but preferably 40 years, comprising (unless otherwise agreed by Colac Otway Shire Council):***
    - (a) ***Establishment of a management body that is chaired by a person independent of the Department of Education and Early Childhood and Development and the Colac Otway Shire and comprising***

- representatives of all parties including a community representative to provide ongoing governance direction for the joint use facility;*
- (b) The joint use facility operating for a minimum of 30 years (with a preference for 40 years) with the option being provided to Colac Otway Shire Council for a further extension of up to 20 more years (to guarantee long term community use of the facility commensurate with the public funds being invested in the public library, lecture, seminar and meeting room components of the facility);**
- (c) The DEECD paying all Operating Costs for the joint use facility as they fall due and payable and Colac Otway Shire reimbursing the DEECD for not more than 50% of the operating costs. For the purposes of this clause, Operating Costs means all recurrent costs and expenses of operating and maintaining the joint use facility (excluding Staff Costs) including (but not limited to):**
- (i) all rates and taxes (the DEECD is exempt from these)**
  - (ii) insurance costs;**
  - (iii) all routine maintenance and repair costs (including air conditioning);**
  - (iv) cleaning of the joint use facilities and surrounds including carpark;**
  - (v) power, gas, water, telecommunications and other utilities supplied to and used in or at the joint use facility; and**
  - (vi) the cost of operating and maintaining all other services, facilities and equipment in the joint use facility.**
- (d) The relative percentage share of floor space (on a 50:50 basis) for the various parts of the joint use facility and the relative proportions applicable to each party will be clearly documented, agreed and used as the basis for shared cost attribution;**
- (e) Facility insurance is the responsibility of the DEECD;**
- (f) Insurance for equipment, books and other resources would be insured on the basis of an agreed percentage proportion;**
- (g) Based on the minimum book stock of 50,000, purchase and replacement of book stock, library furniture and equipment will be based on an initial audit of current stocks at establishment and an agreed contribution for ongoing maintenance and increase of stock in accordance with the needs of each party (there will be no cross subsidization between the parties for their respective book stock and equipment needs);**
- (h) Agreed basis for the contribution towards new equipment and any adjustment to this being agreed by the Management Body;**
- (i) The DEECD promptly carrying out all maintenance and repair works to the facility and associated fixed equipment such as air conditioning unit, including adherence to an agreed maintenance schedule and maintenance standard and Council will reimburse the cost of these maintenance works up to 50% of the total cost;**
- (j) The DEECD being responsible for carrying out and funding 100% of all necessary maintenance and repairs of a capital nature (ie major**

*structural repairs and replacement; major repairs and replacement of any fixed plant and fixed equipment including such as air conditioning unit so that the library remains in an agreed standard consistent with industry standards, legislation);*

- (k) Renewal of the joint use facility is 100% the funding responsibility of the DEECD;*
  - (l) All staff working in the joint use library are to be employed through a single employment arrangement - either the Corangamite Regional Library Corporation or Colac Otway Shire (subject to consultation and agreement with affected parties and meeting industrial requirements);*
  - (m) Staffing levels to be at least maintained at the current level of the combination of Colac High School, Colac College and Colac Otway Shire as per both budget and EFT allocations for 2006/07 financial year with each parties ongoing contribution to staffing costs being based on these proportions (plus the respective industrial and CPI increases);*
  - (n) The library operating to the public for at least 41 hours per week including at least for the current hours that the Colac Municipal Library operates unless otherwise agreed by the Management Body and by Colac Otway Shire Council;*
  - (o) Supervision arrangements to ensure an appropriate balance and diversity of users groups including students and other community members;*
  - (p) A single booking system for meeting, lecture and seminar rooms.*
- 2. That Council acknowledge the concerns expressed by submitters, undertake a detailed profile of current Colac Library users and their usage patterns and assess options to support these people in the community to have access to library services in ways that meet their needs and that a report further scoping this be presented to Council within the next two months.**

**Cr Lehmann having declared a Conflict of Interest in Item OM082503-3 left the Council Chamber at 4.10 pm.**

**CARRIED 4 : 2**

**DIVISION called by Cr Wilmink**

**For the Motion: Cr Riches, Cr Mercer, Cr Di Cecco, Cr Smith**

**Against the Motion: Cr Wilmink, Cr, Graham**

**Cr Lehmann returned to the Council Chamber at 4.11 pm.**

**CONSENT CALENDAR****OFFICERS' REPORT**

D = Discussion

W = Withdrawal

ITEM	D	W
<p><b><u>INFRASTRUCTURE</u></b></p> <p><b><u>OM082503-7 DECLARATION OF ROAD AS UNUSED - ROAD NORTH OF 10 MCCORKELLS ROAD, PIRRON YALLOCK</u></b></p> <p>Department: Infrastructure</p> <p><b><u>Recommendation(s)</u></b></p> <p><b><i>That Council resolve to advertise its intention to declare a section of government road abutting the northern boundary of 10 McCorkells Road, Pirron Yallock as unused.</i></b></p>		
<p><b><u>OM082503-8 EVENT ROAD CLOSURE CONSULTATION AND COMMUNICATION POLICY</u></b></p> <p>Department: Corporate &amp; Community Services</p> <p><b><u>Recommendation(s)</u></b></p> <p><b><i>That Council endorses the Draft Colac Otway Shire Event Road Closure Consultation and Communication Policy to enable wider consultation to be undertaken in accordance with the Colac Otway Shire Community Consultation and Engagement Policy.</i></b></p>		

***MOVED Cr Riches seconded Cr Mercer that recommendations to items listed in the Consent Calendar be adopted.***

***CARRIED 7 : 0***

**CONSENT CALENDAR****OFFICERS' REPORT**

D = Discussion

W = Withdrawal

ITEM	D	W
<p><b><u>GENERAL BUSINESS</u></b></p> <p><b><u>OM082503-9.1      Item for Signing &amp; Sealing - Instrument of Agreement - Contract 0713 Cressy-Shelford Road Pavement Rehabilitation</u></b></p> <p><b><u>Recommendation</u></b></p> <p><i>That Council sign and seal the Instrument of Agreement between the Colac Otway Shire and Draper's Civil Contracting Pty. Ltd.</i></p>		
<p><b><u>OM082503-9.2      Item for Signing &amp; Sealing - Agreement Between Colac Otway Shire &amp; John Anthony Fenn Kemp King</u></b></p> <p><b><u>Recommendation</u></b></p> <p><i>That Council sign and seal the Agreement documents between Colac Otway Shire &amp; John Anthony Fenn Kemp King.</i></p>		

***MOVED Cr Di Cecco seconded Cr Wilmink that recommendations to items listed in the Consent Calendar be adopted.***

***CARRIED 7 : 0***



**Resolution**

***MOVED Cr Di Cecco seconded Cr Lehmann that pursuant to the provisions of Section 89(2) of the Local Government Act, the meeting be closed to the public and Council move "In-Committee" in order to deal with:***

<b><i>SUBJECT</i></b>	<b><i>REASON</i></b>	<b><i>SECTION OF ACT</i></b>
<b><i>Financial Analysis</i></b>	<b><i>Matter which may prejudice Council or any person</i></b>	<b><i>Section 89(2)(h)</i></b>

***CARRIED 7 : 0***

IN-COMMITTEE