

**MINUTES OF DEVONPORT CITY COUNCIL'S ANNUAL GENERAL MEETING
HELD IN ABERDEEN ROOM, LEVEL 2, PARANAPLE CENTRE, 137 ROOKE STREET, DEVONPORT
ON MONDAY, 9 DECEMBER 2019 COMMENCING AT 5:00PM**

PRESENT:

Councillors:

Cr A Rockliff (Mayor)
Cr A Jarman (Deputy Mayor)
Cr J Alexiou
Cr G Ennis (from 5:17pm)
Cr P Hollister
Cr L Laycock
Cr S Milbourne
Cr L Murphy
Cr L Perry

Council Officers:

Acting General Manager, M Atkins
Executive Manager Corporate Services, J Griffith
Executive Manager Organisational Development, K Peebles
Executive Officer, J Surtees

Electors:

Robyn Woolsey	Phil Parsons	Jennie Claire
Kylie Lunson	Malcolm Gardam	Kerry Wescombe
Michael Williams	Chris Mills	David Thorp
Chris Murfett	Rodney Russell	Kerry Stubbs
Anne Murfett	Mark Bakowski	Graeme Nevin
Douglas Janney	Gordon Youett	Lindy Nevin
Graham Kent	Peter Stegmann	Fay Foster
Pat Kent	Susan Stegmann	Anne Stegmann
Rodney Russell	Anna Smith	Matthew Smith
Kees Kuys	Michelle Hansen	Andrew Stegmann
Bob Vellacott	Angie Poelman	Susan McEwen
Ken Clarke	Juanita Cooper	Vanessa Lake
Greg Marshall	Tim McGee	

Other:

Joshua Jackson Karen Hampton
Dave Race

Audio Recording:

All persons in attendance were advised that it is Council policy to record Council meetings, in accordance with Council's Digital Recording Policy. The audio recording of this meeting will be made available to the public on Council's website for a minimum period of six months.

1.0 APOLOGIES

Nil

2.0 CONFIRMATION OF MINUTES

2.1 ANNUAL GENERAL MEETING - 10 DECEMBER 2018

RESOLUTION

MOVED: Cr Jarman

SECONDED: Cr Alexiou

That the minutes of the Annual General Meeting held on 10 December 2018 as circulated be confirmed.

CARRIED UNANIMOUSLY

3.0 RECEIPT OF ANNUAL REPORT

3.1 ANNUAL REPORT 2019

RESOLUTION

MOVED: Cr Perry

SECONDED: Cr Milbourne

That the 2019 Devonport City Council Annual Report be received.

CARRIED UNANIMOUSLY

QUESTIONS ON ANNUAL REPORT

DOUGLAS JANNEY – 23 WATKINSON STREET, DEVONPORT

Statement - The Annual Report is for the year 2019 ending on the 30th June and that is what is said somewhere in the agenda. Summary: the Capital Report for the Year ended 30 June 2019. The General Manager's report on page 5 column 2 paragraph 1 refers to an event after the 30th June.

4.0 NOTICES OF MOTION

4.1 CONTRACTS AND AGREEMENTS - NOTICE OF MOTION - MR BOB VELLACOTT

RESOLUTION

MOVED: Bob Vellacott

SECONDED: Malcolm Gardam

That in accord with Council's policy of openness and transparency council is hereby requested to formulate a policy whereby, except on rare occasions, all contracts and agreements such as like those listed are dealt with in open Council and are available for public perusal that is -

- The Leasing - of properties including head leases;
- Employment of - consultants of various professions, managers, food ambassadors, architects, engineers;
- Purchasing of goods and other services;
- Sale and purchasing of properties;
- Building and construction of infrastructure; and
- including any other contract or supply other than an agreement/contract of a real personal nature or any that could be subject to litigation.

The motion was debated and put and FOR: 27 AGAINST: 14

CARRIED

5.0 PUBLIC QUESTIONS/COMMENTS/MOTIONS WITHOUT NOTICE

ANGIE POELMAN – 76 GUNN STREET, DEVONPORT

The question I would like to ask and there has been some discussion about Providore Place here today. Now that the lease issue has been resolved will Council commit to undertaking a comprehensive press/media campaign to restore public confidence in Providore Place as a valued community asset?

Response

The Mayor advised that the question would be taken on notice and a response provided in writing.

MALCOLM GARDAM – 4 BEAMONT DRIVE, MIANDETTA

On recently reviewing a set of Adopted Minutes from the Moree Plains Shire Council (NSW) I might add without having to provide reason to obtain, it was interesting how that Council fully records the process and resolution for **each separate matter to be voted on to go into Closed Session** but what really struck me was that it also recorded in the Adopted Minutes the resolutions as passed in Closed Session. As an example from the Minutes of the 12th November 2015 it disclosed that:

1. "That Council reject the request of Projects and Infrastructure to vary the Development Management Agreement as articulated in their letter dated 9 September 2015.
2. That the General Manager be given delegated authority to resolve this matter in accordance with Council's legal advice."

How different this is to the Devonport Council's approach where the separate matters to be discussed in Closed Session are voted on as one, the separate matters are often described so broadly under the heading "Matter" (eg Providore Place Operations, Providore Place and Food Pavilion Update) rendering it meaningless and then a scant explanation, if any, under the heading "Outcome". There was no meaningful "Outcome" recorded when the Providore Place rent reprieve was secretly approved prior to the October 2018 council elections.

Q1. My question is When is Devonport Council going to take it's mandated obligations to be "transparent and accountable" seriously by amending its processes and attitude relating to Closed Session discussions and provide adequate public disclosures?

Response

The Mayor advised that she would take it as a comment.

Q2. Thanks to the Report of the Auditor-General No. 1 of 2019-20 much has now been exposed, but not all, in relation to what has proven to be a grossly deficient head lease agreement entered into by Council in the full knowledge, among other matters, that the lease was primarily drafted by Projects & Infrastructure whose key operatives were owners and directors of Providore Place Devonport Pty Ltd, the Head Lessee...

Response

The Mayor advised as the item has been discussed at length, she was not prepared to accept the question unless Mr Gardam would like to put it in writing.

KEES KUYIS – 20 COOMERA CRESCENT, DEVONPORT

Q1 What is the situation regarding the bus booking office situated in Providore Place, is it a temporary or a permanent arrangement and if it is a permanent arrangement does it comply with the conditions of the Australian Government Grant and the Council's Head Lease Agreement?

Response

The Acting General Manager advised that from Council's point of view, yes, it fits in with our obligations with the Australian Government Grant. As to the details of the arrangement between Redline, State Growth and the operator of Providore Place, Council is not privy to any of those details. I am aware that it is for an eighteen month period, but the bus contract is a State Government one with Redline.

PETER STEGMANN – 118 RIVER ROAD, AMBLESIDE

Q1 Council claimed that the food pavilion at Providore Place was to be a major catalyst for the success of LIVING CITY. Given it does not feature in the 2020 Food Guide, or the Tasmanian Farmers Rural Events Markets calendar, when does Council expect this to materialise?

Response

The Mayor advised that Council has made it quite clear that it understands that it hasn't got to where we expect it to and we will continue to work on it.

Q2 I believe the current Waterfront plan has been poorly marketed to the ratepayers, I don't think they understand exactly what is happening down there. My question is, could Council please explain their reasoning for placing a playground, sandwiched between a river and a railway line, with the primary access across the railway line and a considerable distance from the CBD and the main parking area?

Response

The Mayor stated that Council has discussed this at length, but we will certainly respond in writing to you.

DOUGLAS JANNEY – 23 WATKINSON STREET, DEVONPORT

I have a little bit of confusion that I want cleared up to start with. Section 5 in tonight's agenda Public Question Time talks about questions. It doesn't talk about motions, it doesn't talk about comments. I have half a dozen comments, if they take two minutes each is that acceptable?

Comment

The comment that I have relates to these two screens that the public gallery can see. The print there is not readable, it needs to be larger.

Response

The Mayor advised that the comment has been taken on board.

Comment

I observe that the sliding doors at the front of the paranapple centre now have closing direction arrows. This is some 14 months after the Centre opened and 8 months after I raised the matter at the Infrastructure Works and Development Committee on the 8th April 2019. Finally, some sense has prevailed.

Q1 What is the annualised cost of the multi-story car park lighting?

Response

The Mayor advised that the question would be taken on notice and a response provided in writing.

MOTION

MOVER: Douglas Janney

SECONDER: Peter Stegmann

The Council make every effort to have the ensuing AGM's within four weeks of the Auditor General's report date but no later than the end of October.

The motion was debated and put and

FOR: 24

AGAINST: 3

CARRIED

JENNIE CLAIRE – 57 GUNN STREET, DEVONPORT

MOTION

MOVER: Jennie Claire

SECONDER: Vanessa Lake

The motion I wish to put forward tonight is that the Devonport City Council move the toilet block, BBQ and playground in the Waterfront Park to a location on the western side of the railway line.

Cr Murphy declared a conflict of interest and left the meeting at 5:51pm.

The motion was debated and put and

FOR: 15

AGAINST: 14

CARRIED

Cr Murphy returned to the meeting at 6:09pm.

BOB VELLACOTT – 11 COCKER PLACE, DEVONPORT

As of this date has Providore Place Devonport Pty Ltd complied with all their obligations as per the new Head Lease Agreement?

Response

The Mayor advised that is a commercial in confidence matter and you knew the answer to that question, before you asked it.

MALCOM GARDAM – 4 BEAUMONT DRIVE, MIANDETTA

Q3. It is rumoured that an "uplift provision" was supposedly included in a Development Management Agreement between a mainland Council and its Development Manager for a development project. The provision supposedly provided for a 30% portion of any "uplift" value in the properties sold, being 30% of the difference between the sale proceeds and the raw value of land (excluding subdivision construction cost), was to be paid to the Development Manager. Regardless of the actual existence of that arrangement or not and with the initial Providore Place head lease agreement now surrendered and defunct, my question is "did Devonport City Council agree to an "uplift provision" or similar arrangement within the initial and supposedly a 10 year Term food pavilion head lease agreement that provided a potential "uplifted valued" return, in kind or similar, to Providore Place Devonport Pty Ltd on the sale of the food pavilion and if so what was the percentage agreed to?"

Response

The Mayor advised that it was a question that had been asked and answered, but that it would taken on notice and a response provided in writing.

MR GRAEME NEVIN, 145 PERCY STREET, DEVONPORT

MOTION

MOVER: Graeme Nevin

SECONDER: Malcolm Gardam

that Council adopt as policy a commitment to the following key principles:

Firstly, a commitment to good governance and in particular the eight major characteristics of good governance, namely good governance is:

1. Accountable
2. Transparent
3. Law abiding
4. Responsive
5. Equitable
6. Participatory and inclusive
7. Effective and efficient
8. Consensus orientated

and

Secondly, a commitment that closed meetings of Council should be avoided whenever possible to preserve transparency and accountability.

The motion was debated and put and

FOR: 37

AGAINST: 0

CARRIED UNANIMOUSLY

There being no further business the Mayor declared the meeting closed at 6:24pm.

Confirmed

Chairperson