

KILMERSDON PARISH COUNCIL

YOU ARE SUMMONED TO ATTEND A MEETING OF KILMERSDON PARISH COUNCIL TO BE HELD REMOTELY ON MONDAY 18TH MAY 2020 AT 7.30PM

Join Zoom Meeting

<https://us04web.zoom.us/j/79663260661?pwd=RVZRd0dua2U5anZZZkFScFFzQjFaQT09>

Meeting ID: 796 6326 0661 Password: 9BQXR6

A G E N D A

1. **TO ELECT THE CHAIR**
2. **DECLARATIONS OF ACCEPTANCE OF OFFICE OF GAEL DOSWELL** To note the receipt of the declarations of acceptance of office and register of interest of Gael Doswell.
3. **APOLOGIES** To receive apologies for absence
4. **DECLARATIONS OF INTEREST** To note any Councillors' interests
5. **MINUTES** 20th April 2020. (Pages 1-3).
6. **PUBLIC SPEAKING TIME** (max 15 mins).
7. **FINANCIAL MATTERS** To approve expenditure as follows

Payee	Detail	Gross	Net	Power	Ch no
Love Creative UK	25% of web development fee	£297.00	£247.50	LGA 1972 S143	001421
Groundwork UK	Return of unspent Neighbourhood Plan grant	£3500.77	£3500.77	LG Misc Provisions Act 1976 s 19	001422
L Close	Refund of Apr – July web fee	£25.20	£21.00	LGA 1972 S143	001423
Zurich Municipal	Annual Insurance	£591.81	£591.81	LGA 1972 S143	001424
L Close	April salary	£256.62	£256.62	LGA 1972 S143	001426

8. **TO RECEIVE THE INTERNAL AUDIT REPORT FOR 2019/20** - to be circulated
9. **ANNUAL GOVERNANCE STATEMENT 2019/20** - to be circulated
To agree and sign the Annual Governance Statement 2019/20
10. **YEAR END ACCOUNTS 2019/20** - to be circulated
To agree and sign the Accounting Statements 2019/20

KILMERSDON PARISH COUNCIL

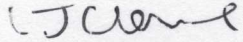
11. **TO AGREE THE COMPARISON OF ACTUAL AGAINST BUDGET AT YEAR END 2019/20 -**
to be circulated
12. **TO AGREE THE EXEMPTION CERTIFICATE –** to be circulated
13. **TO NOTE THE CONFIRMATION OF THE DATES OF THE PERIOD FOR THE EXERCISE OF PUBLIC RIGHTS – 1/9/20-12/10/20.**
14. **ANNUAL REVIEW OF THE CODE OF CONDUCT, THE STANDING ORDERS, THE FINANCIAL REGULATIONS, COMPLAINTS PROCEDURE, HEALTH AND SAFETY POLICY, FREEDOM OF INFORMATION PUBLICATION SCHEME, ANNUAL REVIEW OF THE INTERNAL CONTROL ENVIRONMENT, DATA PROTECTION PRIVACY POLICY**
<https://kilmersdonpc.wordpress.com/accounts/>
15. **HIGHWAY MATTERS**
16. **PLAYING FIELD**
 - Garden area next to the play park – maintenance arrangements update
 - Trim Trail – response to the consultation on metal play equipment
17. **PLANNING APPLICATIONS (Cllr Butt)**
2020/0756/FUL Conversion of dwelling house into 2no four bed dwelling houses.
Magdapur Fosseyway South – to confirm the submission made 5/5/2020 to meet the deadline.

Although it is outside the boundary, to consider making a representation on planning application , 2020/0836/SCREEN 250-300 dwellings on land next to the White Post in respect of the impact on Kilmersdon.
18. **WEBSITE ACCESSIBILITY** To agree the contract (**Pages 4-7**) and 25% deposit
19. **KILMERSDON PARISH NEWS** To note the new arrangements for this magazine (circulated by email)
20. **CORRESPONDENCE**
21. **OUTSIDE BODIES**
22. **MATTERS OF REPORT AND ITEMS FOR THE NEXT MEETING**
23. **DATE OF NEXT MEETING – 15th June 2020**

Part 2 To resolve to exclude the press and public under s.1(2) of the Public Bodies (Admission to Meetings Act) 1960 on the grounds that publicity would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted.

24. **REVIEW OF LEASES**

KILMERSDON PARISH COUNCIL



Lesley Close
Parish Clerk
11th May 2020

Tel: 07521 951471

Clerk@kilmersdonpc.co.uk
www.kilmersdonpc.co.uk

Members are reminded that the Council has a general duty to consider the following matters in the exercise of any of its functions: Equal Opportunities (race, gender, sexual orientation, marital status and any disability) Crime & Disorder, Health & Safety and Human Rights.

KILMERSDON PARISH COUNCIL

Minutes of a Meeting of Kilmersdon Parish Councillors Held remotely via Skype At 7.30pm on Monday 20th April 2020

PRESENT: Cllr N Brand (Chair) Cllrs R Butt, N Ham, D Hudson and B Nagel.

ABSENT: Cllr E Drewe (Vice Chair)

ATTENDING: L Close (Parish Clerk).

180.ELECTION OF CHAIR

Cllr Brand was elected Chair and requested that this item remains on the agenda so the role might be passed to another Councillor next month.

181.APOLOGIES

Apologies were received from Cllr Drewe.

182.DECLARATIONS OF INTEREST

Cllrs D Hudson and N Ham declared an interest in item 10 Planning Application at Babington House.

183.MINUTES

The minutes of the Parish Council meeting held on 16th March 2020 were **agreed** as a true record.

184.PUBLIC SPEAKING TIME

There were no members of the public. **Agreed** that the next meeting be convened via Zoom, taking a break if necessary after 40 minutes and logging back in. *Action – the Clerk*

185. VACANCY FOR A PARISH COUNCILLOR

The Parish Council noted that no election had been called and it was free to co-opt. Two applications for co-option had been received. **Agreed** to co-opt Kilmersdon resident Gael Doswell. *Action – the Clerk*

186.FINANCIAL MATTERS

The following payments were **agreed**. They would be passed to Cllr Brand to sign and pass on to another Councillor and return to the Clerk.

Minutes are draft until approved at the next meeting.

Signed:

Date:

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KILMERSDON PARISH COUNCIL

Payee	Detail	Gross	Net	Power	Ch no
L Close	Salary - March	£251.76	£251.76	LGA 1972 S143	001416
L Close	Refund to 1&1 quarterly web fee	£23.98	£19.98	LGA 1972 S143	001417
Greensward	Contract landscape maintenance	£648.00	£540.00	LG Misc Provisions Act 1976 s 19	001418
L Close	3 x colour and 1 x black printer toner via Cartridge People	£144.90	£120.75	LGA 1972 S143	001419
B Windel	Tree work at playing field	£300.00	£360.00	LG Misc Provisions Act 1976 s 19	001420

Crowd funding – It was noted that £637.61 had been received in crowdfunding for the play area. The total raised being £660 and from that Just Giving took a share.

The NatWest Bank mandate for telephone and online banking is in progress.

187. HIGHWAY MATTERS

Fingerposts – applications to the Heritage Lottery are on hold until October.

188. PLAYING FIELD

1. Rotting cross beams on the two benches – Cllr Nagel reported that this and item 2 below were on hold until social distancing is relaxed, as they are two person jobs. **Agreed** to bring these items back on the agenda in June.
2. See saw – as above.
3. Trim trail – Quotes were received along with pictures of possible replacements. There was a consensus that the lowest quote looked reasonable, but concern about the visual impact of a change from wood to metal. **Agreed** to consult residents, via Kilmersdon Parish News and the website, on this possible change. *Action – the Clerk*
4. Garden area next to the play park – The Parish Council considered the quote for the ongoing grounds maintenance, which had been amended to include the garden area. **Agreed** to go ahead with the quote for grounds maintenance in the amount of £1,790. In relation to the maintenance of the garden area, the Clerk to chase a quote from J Common who maintains the spiral garden. *Action – the Clerk*
5. Moving and stabilising the goal posts – **Agreed** to accept the quote from Ben Windel in the amount of £280 plus VAT plus materials of approx. £120.
6. Car park hedge cutting – since this had not grown much it was agreed to defer this until September.

189. PLANNING APPLICATIONS

2020/0710/LBC Repairs to mortar and stone work. Replace missing and rotten oak lintels and replacement of existing iron gate. Babington House Vobster – there were no objections.

Minutes are draft until approved at the next meeting.

Signed:

Date:

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KILMERSDON PARISH COUNCIL

190. MAIN MODIFICATIONS TO THE MENDIP LOCAL PLAN PART 2

The response of the Planning Inspector was noted.

191. CORRESPONDENCE

There was no correspondence.

192. OUTSIDE BODIES

Neighbourhood Plan – Cllr Hudson outlined a questionnaire which is being created.

193. WEBSITE ACCESSIBILITY

The Parish Council received the report of the Clerk. **Agreed** that a well designed website would help the Parish Council interact with the village and the Clerk to pursue this with the preferred web developer, Love Creative.

194. ANNUAL LITTER PICK

Cllr Hudson reported that he has the litter picking equipment. **Agreed** to put it on hold for the time being and back on the agenda in June.

195. NOTICEBOARD LOOSE IN THE GROUND (Cllr Ham)

Agreed to undertake this at the same time as the work to the goal posts, but since it is a two person job to defer both until social distancing is relaxed. This will go on the June agenda.

196. MATTERS OF REPORT AND ITEMS FOR THE NEXT MEETING

There were no items raised.

197. DATE OF NEXT MEETING: 18th May 2020

It was agreed to exclude the press and public under s.1(2) of the Public Bodies (Admission to Meetings) Act 1960 on the grounds that the publicity would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted.

198. REVIEW OF LEASES

Notes of the remote meeting held with the landlord on 31st March had been received and draft documents were awaited from Savills.

199. LANDSCAPE CONTRACT 2020/21

This had been agreed in item 188.4 above.

200. ANNUAL PAY REVIEW OF THE CLERK

Agreed to move the Clerk's salary from sp8 to sp9 for 2020/21.

The meeting ended at 8.15pm

Minutes are draft until approved at the next meeting.

Signed:

Date:

Website Work Contract

Sheet 1

Date: 23/04/2020

Between us Love Creative UK and you LESLEY CLOSE of Kilmersdon Parish Council

Summary

We'll always do our best to fulfil your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this contract you won't find any complicated legal terms or long passages of unreadable text.

So in short

You LESLEY CLOSE of KILMERSDON PARISH COUNCIL are hiring us LOVE CREATIVE UK to design and develop a suitable WordPress theme for the TOTAL PRICE OF £990 +VAT with 1 YEAR FREE HOSTING (£160+vat per year thereafter) and 1 YEAR FREE SSL CERTIFICATE (£60 per year thereafter). It will also have 6 MONTHS FREE UPDATES AND BACKUP (£190 per year thereafter but is optional).

What do both parties agree to do?

You: You have the authority to enter into this contract on behalf of yourself, your company or your organisation. You'll give us everything we need to complete the project as and when and in the format we need it. You'll review our work, provide feedback and approval in a timely manner too. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule set out at the end of this contract.

Us: We have the experience and ability to do everything we've agreed with you and we'll do it all in a professional and timely manner. We'll endeavour to meet every deadline that's set and on top of that we'll maintain the confidentiality of everything you give us.

Project summary: Based on the site map included in this document (sheet 3) we will design and develop a WordPress website using best web standards. Some features and page layouts might need to be limited in order to fulfil the requirement to be WCAG 2.1 AA compliant. We'll supply wireframes (layouts) of each different page template and we'll also supply one full mock up of a web page to establish fonts, colours and an overall visual style that all the other pages will be based on.

Design

We create look-and-feel designs, and flexible layouts that adapt to the capabilities of many devices and screen sizes. We create designs iteratively and use predominantly HTML and CSS so we won't waste time mocking up every template as a static visual. We may use static visuals to indicate a look-and-feel direction (colour, texture and typography.)

You'll have one or more weekly opportunities to review our work and provide feedback. If, at any stage, you're not happy with the direction our work is taking, you'll pay us in full for everything we've produced until that point and cancel this contract.

Text content

We're not responsible for writing text copy. We can of course offer up the odd headline or paragraph, but if you require any significant amount we can provide a separate estimate for that.

Graphics & Photographs

You should supply graphic files in an editable, vector digital format. You should supply photographs in a high resolution digital format. If you choose to buy stock photographs, we can suggest stock libraries. If you'd like us to search for photographs for you, we can provide a separate estimate for that.

Website Work Contract

Sheet 2

Date: 23/04/2020

Between us Love Creative UK and you LESLEY CLOSE of Kilmersdon Parish Council

Browser testing

Browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device.

Desktop browser testing

We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Edge), Mozilla Firefox and Opera. We'll also test to ensure Microsoft Internet Explorer 11 for Windows users get an appropriate, possibly different, experience. We won't test in other older browsers unless you specify otherwise. If you need an enhanced design for an older browser, we can provide a separate estimate for that.

Mobile browser testing

Testing popular small-screen devices is essential in ensuring that a person's experience of a design is appropriate to the capabilities of the device they're using. We test our work in:

iOS: Safari and Google Chrome.

Android 8.0: Google Chrome, Firefox and Amazon Silk.

We currently don't test Blackberry OS or Blackberry QNX, Opera Mobile, Symbian or any other mobile browsers. If you need us to test using these, we can provide a separate estimate for that.

Technical support

We're not a website hosting company so we don't offer support for website hosting, email or other services relating to hosting. You may already have professional hosting and you might even manage that hosting in-house; if you do, great. If you don't, we can set up an account for you at one of our preferred hosting providers. We can set up your site on a server, plus any statistics software such as Google Analytics and we can provide a separate estimate for that. Then, the updates to, and management of that server will be up to you.

Changes and revisions

We know from experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your earliest ideas. We don't want to limit your ability to change your mind. The price at the beginning of this contract is based on the length of time we estimate we'll need to accomplish everything you've told us you want to achieve, but we're happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as we'll provide a separate estimate for that.

Legal stuff

We can't guarantee that our work will be error-free and so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them. Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

Phew.



Bristol: 01761 690019 Taunton: 01823 765171
 07811 692408
 studio@lovecreativeuk.co.uk
 www.lovecreativeuk.co.uk
 The Granary, Sutton Mallet, TA7 9AT

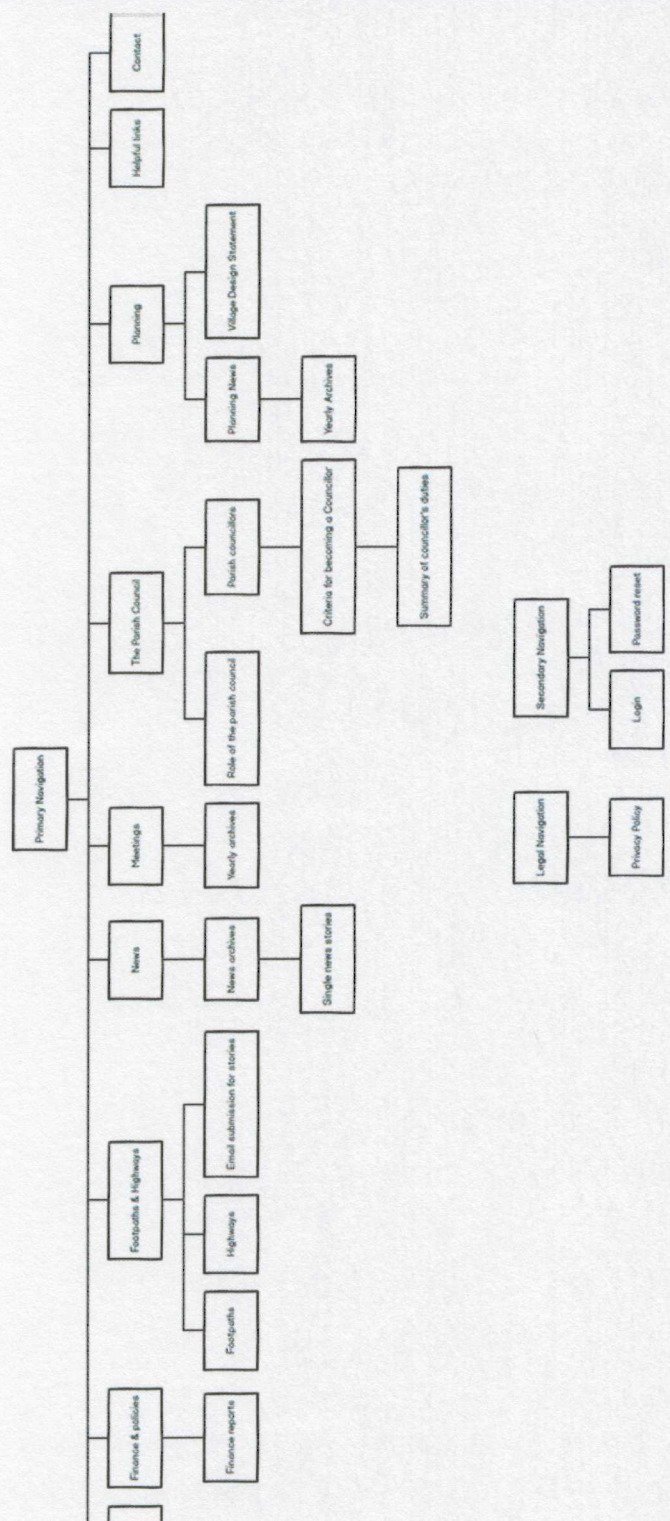
Website Work Contract

Sheet 3

Date: 23/04/2020

Between us Love Creative UK and you LESLEY CLOSE of Kilmersdon Parish Council

eed Site map





Bristol: 01761 690019 Taunton: 01823 765171
07811 692408
studio@lovecreativeuk.co.uk
www.lovecreativeuk.co.uk
The Granary, Sutton Mallet, TA7 9AT

Website Work Contract

Sheet 4

Date: 23/04/2020

Between us Love Creative UK and you LESLEY CLOSE of Kilmersdon Parish Council

Copyrights

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you've permission to use them.

Then, when your final payment has cleared, copyright will be automatically assigned as follows:

You'll own the visual elements that we create for this project. We'll give you source files and finished files and you should keep them somewhere safe as we're not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

Payments

We're sure you understand how important it is as a small business that you pay the invoices that we send you promptly and you agree to stick tight to the following payment schedule.

1. £247.50+ VAT deposit payment to engage Love Creative UK
2. £371.25+VAT payment on completion of wireframes and design stage
3. £371.25+VAT on completion

But where's all the horrible small print?

Just like a parking ticket, you can't transfer this contract to anyone else without our permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of English and Welsh courts.

The dotted line...

Signed by Rod Love (Director) on behalf of Love Creative UK

Lesley Close of Kilmersdon Parish Council,
The Mews, Thickthorn Lane, Chilcompton,
Somerset BA3 4XS

.....

.....

Date: 23-4-20

Date: