

AMHERST VILLAGE RESIDENCY AGREEMENT

SHIRE OF KATANNING

And:

Mrs Patricia Richardson

THIS AGREEMENT is made on the $2/$	day of <u>Γακ</u>	in the year 20 <u>/6</u>
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BETWEEN:

THE SHIRE OF KATANNING c/- The Shire of Katanning, Austral Terrace, Katanning (hereinafter called "the Shire") of the one part;

AND:

Mrs Patricia Richardson , UNIT 37, AMHERST VILLAGE KATANNING (hereinafter called "the Resident") of the other part.

WHEREAS

- (a) the Shire of Katanning is the owner of (or is intending to acquire) the land and fixed improvements known as "The Amherst Village" (hereinafter called "the Village") which is situated on the land more particularly described in Part 1 of the schedule hereto;
- (b) the Village is for the purpose of providing housing for aged persons capable of caring for themselves independently;
- (c) the Resident, having inspected the Village desires to occupy a residential Unit in the Village and has made application to the Shire of Katanning to this effect; and
- (d) the Shire of Katanning has accepted the Resident's application and the parties hereto have agreed that the Resident shall occupy that particular Unit described in Part 3 of the schedule hereto (hereinafter called "the Unit") upon and subject to the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS

- 1. In consideration of the covenants on the part of the Resident hereinafter contained and subject thereto the Shire of Katanning hereby grants to the Resident a licence (hereinafter called "the licence") to occupy the Unit as his/her usual place of residence and to use in common with other Residents of the Village and the Shire of Katanning the landings, roads and gardens of the Village for purposes consistent with the nature thereof.
- 2. The Resident hereby covenants with the Shire of Katanning as follows:
 - (a) if requested to do so by the Shire of Katanning at any time subsequent to the execution of this Agreement to provide the Shire of Katanning with a medical certificate from a properly qualified medical practitioner nominated

- or approved by the Shire of Katanning confirming that the Resident is capable of independently caring for him/herself;
- (b) forthwith upon the execution of this Agreement to deposit with the Shire of Katanning the sum referred to in Part 4 of the Schedule hereto (hereinafter called "the Refundable Capital Deposit");
- (c) to pay to the Shire of Katanning weekly in advance the sum referred to in Part 5 of the Schedule hereto (hereinafter called "the Service Fee") with the first payment being made on the date upon which occupation of the Unit shall commence;
- (d) to pay the costs of all electricity, telephone, and gas used by the Resident in respect of the Unit and separately metered;
- (e) at all times to keep the Unit clean and tidy and in good repair and sanitary condition (fair wear and tear excepted) provided that the Resident's obligation hereunder shall not extend to any repairs covenanted to be done by the Shire of Katanning. A Unit condition report is to be carried out in the presence of the Resident and the Shire of Katanning at the commencement and termination of the Licence. It is the Residents responsibility to have the carpets cleaned prior to termination inspection;
- (f) not to permit or to suffer to be done on or in the Unit any act matter deed or thing whereby the policy of insurance against loss or damage by fire or other any risk insured against by the Shire of Katanning in respect of the Unit or any other Unit or of the Village or any part thereof may be rendered void or voidable or cancelled or whereby payment of any premium for any insurance policy may be refused or which may render any increase in the premium payable in respect thereof;
- (g) to at all times comply with any regulations or by-laws made by the Fire Underwriters Association or the Fire Brigades Board;
- (h) to comply in all respects with all statutes regulations statutory rules orders by-laws or other provisions having the force of law and for the time being from time to time in force relating to the use of the Unit;
- (i) to comply in all respects with all rules and regulations made or as may be made from time to time by the Shire of Katanning relating to the Residents of the Village (provided such rules and regulations shall not be inconsistent with the terms hereof);
- (j) not, without the written consent of the Shire of Katanning to make or permit to be made any structural alterations or additions to the Unit or cut or maim or injure any of the walls or timber of the Unit or erect or permit to

- be made or erected any partition or fixture fitting wherein which may prejudicially affect the Unit;
- (k) not to obstruct or interfere with the quiet and uninterrupted enjoyment of the other Residents of the Village and to not trespass upon any other Unit in the Village;
- not to carry on or suffer or permit to be carried on either in the Unit or anywhere within the Village any noxious or offensive art trade or calling or anything whatsoever which may be or become a nuisance or annoyance to the Shire of Katanning or any other Residents within the Village;
- (m) to use and occupy the Unit exclusively as the Resident's domestic dwelling;
- (n) to permit the Shire of Katanning and its agents and all persons authorised by it at all reasonable times to view the state and condition of the Unit and to take inventories of the fixtures therein and to execute any repairs or work for which the Shire of Katanning is liable under its covenants hereinafter contained and for the purpose of executing any repairs or work to or in connection with any other Unit above or below or adjoining the Unit to enter upon the Unit or any part thereof with or without any necessary tools and appliances:
- (o) to yield up the Unit forthwith upon the termination of the licence with all fixtures and additions thereto in good repair and condition and in accordance with the covenants hereinbefore contained; and
- (p) to pay to the Shire of Katanning as soon as the Shire of Katanning has incurred or expended the same all monies costs charges and expenses which the Shire of Katanning may incur or expend in consequence of any default by the Resident in the performance or observance of any covenant or agreement herein contained and to be performed or observed by the Resident or under or in the exercise or enforcement or attempted exercise or enforcement of any power or authority herein contained.
- 3. The Shire of Katanning hereby covenants with the Resident as follows:
 - (a) to keep the Unit including the locks, keys, doors and windows the plumbing and other fittings existing at the commencement of the licence in good repair and condition (fair wear and tear excepted), to paint the interior and exterior of the Unit when necessary and to see to the upkeep of all amenities within the Village including recreation rooms (if any), roadways, footpaths and kerbing, exterior lighting, reticulation, grounds

- and gardens, sewerage services, water supplies, laundry and recreation equipment (if any), lawn mowing, rubbish collection and electricity and gas supplied not otherwise payable by the Resident;
- (b) to insure and keep insured the Village (but excluding contents of the Unit) throughout the duration of the Licence against loss or damage by fire, storm, tempest, lightning, explosion, aircraft or aerial devices (including articles dropped there from) strikes, riots, civil, commotion, malicious, damage, flood impact, water damage, earthquake and fusion in the full replacement value thereof and against all classes of claims that can arise from the use of the Village, or any part thereof, by servants agents workmen invitees licensees and members of the public; and
- (c) to pay the rates and taxes levied in respect of the Village (and the Unit, if any).
- 4. The Shire of Katanning shall use the Service Fee to meet the costs arising from the performance of its covenants hereunder and may at its discretion increase the Service Fee at any time. The Service Fee also covers pest control costs.
- 5. The Refundable Capital (or the balance remaining from time to time) shall be held by the Shire of Katanning for the duration of the Licence as stakeholder in an interest bearing authorised Shire of Katanning investment and the interest earned shall be the Shire of Katanning's.
- 6. Nothing in this Agreement shall create or shall be construed as creating any tenancy or shall confer or shall be construed as conferring upon the Resident any interest in the Village or any part thereof.
- 7. The Licence is personal and the rights hereby granted shall not be assignable by the Resident and shall be terminated in the event of the following:
 - (a) the Resident becoming bankrupt or making any assignment for the benefit of creditors or entering into an agreement or making any arrangement with creditors for liquidation of his/her debts by composition or permitting any distress or process of execution to be levied upon his/her goods;
 - (b) the death of the Resident;
 - (c) the Resident's physical or mental health becoming such as to make the Unit unsuitable for occupation by the Resident;

- (d) the Resident having breached this agreement and failing to rectify that breach; or
- (e) upon the expiration of THIRTY (30) days written notice to that effect given by the Resident to the Shire of Katanning.
- 8. Termination pursuant to clause 7 (c) hereof shall be conditional firstly upon the medical certificate obtained under clause 2 (a) failing to confirm that the Resident is capable of independently caring for him/herself and secondly, the expiration of THIRTY (30) days written notice of termination given by the Shire of Katanning to the Resident.
- 9. Termination pursuant to clause 7 (d) hereof shall be conditional upon the expiration of FOURTEEN (14) days written notice given by the Shire of Katanning to the Resident stating the breach and demanding rectification thereof.
- 10. Following the termination of the licence and subject to clause 11 hereof, the tenants capital refund shall be calculated by reducing the initial capital deposit by 0.5% per month or part thereof to a maximum deduction of 30%. Therefore tenants will receive a minimum of 70% of the initial capital deposit.
- 11. Within fourteen (14) days of the outgoing Resident vacating the Unit SIXTY PERCENT (60%) of the Refundable Capital will be paid. Then within SEVEN (7) DAYS of the Unit being occupied by the next succeeding Resident the Shire shall pay to the Resident the balance of the Refundable Capital remaining after deduction of any amounts outstanding pursuant to the agreement.
- 12. At the time that the Unit is vacated the Shire of Katanning shall conduct an inspection of the Unit to determine and authorise any refurbishment requirements prior to the sale of the license to occupy to the next Resident.
- 13. In the event that the next succeeding Resident to the Unit purchase price exceeds the Residents Initial Capital deposit and the cost of refurbishments the Shire shall pay to the Resident one half of the amount of the profit within SEVEN (7) DAYS of the Unit being occupied by the next succeeding Resident. Profit will be calculated as the "sale price" minus the refurbishment costs and the initial capital deposit.

^{*} 14. In this agreement:

- (a) Where it is entered into by more than one person as "the Resident" the agreement shall be binding upon such persons jointly and each of them severally and also the benefits bestowed by the agreement shall devolve upon them jointly and each of them severally;
- (b) The singular number includes the plural number and the masculine gender includes the feminine gender and the neuter gender and vice versa.

SCHEDULE

PART 1: LAND DESCRIPTION.

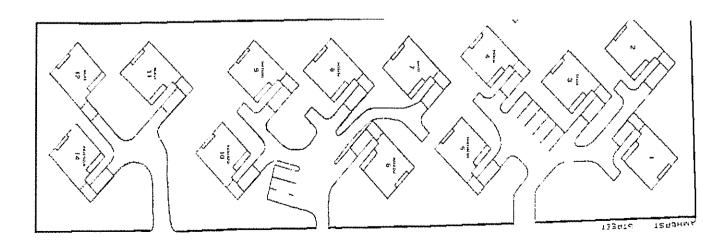
Reserve Number 27669

Portion of KOJONUP LOCATION 256 and being Lot 1 on Diagram 7608 and being the whole of the land comprised in Certificate of Title Volume 1850 Folio 785.

Portion of KOJONUP LOCATION 256 and being Lot 2 on Diagram 7608 and being the whole of the land comprised in Certificate of Title Volume 1850 Folio 785.

Portion of KOJONUP LOCATION 256 and being Lot 3 on Diagram 7608 and being the whole of the land comprised in Certificate of Title Volume 1421 Folio 379.

PART 2: PLAN OF CONSTRUCTION.



PART 3: THE UNIT NUMBER is 7.

DΛ	\Box T	1.

INITIAL CAPITAL DEPOSIT is \$ 130,000 (As per clause 10)

PART 5:

SERVICE FEE - \$ 67-00 or such greater sum as shall be determined by the Shire of Katanning from time to time.

*** THIS AMOUNT IS REVIEWED ANNUALLY ***

I acknowledge that I have been given the opportunity to take a copy of the contract away and obtain independent advice.

Name:	Sigi	nature:
PATRICIA RICHARDSON		× Patricia Richardson
4/1/2016		
IN WITNESS WHEREOF the parties have hereinbefore written.	ve hereunto	set their hands the day and year first
SIGNED by the said)	
Pathicin Richaldson) ×	Patricia Richardson
in the presence of: WARK RICHARDS SA)	WITNESS
SIGNED by the said)	·
)	
in the presence of:)	WITNESS
The Common Seal of the)	
SHIRE OF KATANNING	`)	
was hereunto affixed)	
in the presence of:)	
Shire President Signature:	ly.	
Chief Executive Officer Signature:		



AMHERST VILLAGE RESIDENCY AGREEMENT

SHIRE OF KATANNING And:

Isabel Woodall

THIS AGREEMENT is made on the april day of in the year 2016
BETWEEN:
THE SHIRE OF KATANNING c/- The Shire of Katanning, Austral Terrace, Katanning (hereinafter called
" the Shire") of the one part;

AND:

(sabe) Woodall , UNIT <u>b</u> , AMHERST VILLAGE KATANNING (hereinafter called "the Resident") of the other part.

WHEREAS

- (a) the Shire of Katanning is the owner of (or is intending to acquire) the land and fixed improvements known as "The Amherst Village" (hereinafter called "the Village") which is situated on the land more particularly described in Part 1 of the schedule hereto:
- (b) the Village is for the purpose of providing housing for aged persons capable of caring for themselves independently;
- (c) the Resident, having inspected the Village desires to occupy a residential Unit in the Village and has made application to the Shire of Katanning to this effect; and
- (d) the Shire of Katanning has accepted the Resident's application and the parties hereto have agreed that the Resident shall occupy that particular Unit described in Part 3 of the schedule hereto (hereinafter called "the Unit") upon and subject to the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS

- 1. In consideration of the covenants on the part of the Resident hereinafter contained and subject thereto the Shire of Katanning hereby grants to the Resident a licence (hereinafter called "the licence") to occupy the Unit as his/her usual place of residence and to use in common with other Residents of the Village and the Shire of Katanning the landings, roads and gardens of the Village for purposes consistent with the nature thereof.
- 2. The Resident hereby covenants with the Shire of Katanning as follows:
 - (a) if requested to do so by the Shire of Katanning at any time subsequent to the execution of this Agreement to provide the Shire of Katanning with a medical certificate from a properly qualified medical practitioner nominated or approved by the Shire of Katanning confirming that the Resident is capable of independently caring for him/herself;
 - (b) forthwith upon the execution of this Agreement to deposit with the Shire of Katanning the sum referred to in Part 4 of the Schedule hereto (hereinafter called "the Refundable Capital Deposit");

- (c) to pay to the Shire of Katanning weekly in advance the sum referred to in Part 5 of the Schedule hereto (hereinafter called "the Service Fee") with the first payment being made on the date upon which occupation of the Unit shall commence;
- (d) to pay the costs of all electricity, telephone, and gas used by the Resident in respect of the Unit and separately metered;
- (e) at all times to keep the Unit clean and tidy and in good repair and sanitary condition (fair wear and tear excepted) provided that the Resident's obligation hereunder shall not extend to any repairs covenanted to be done by the Shire of Katanning. A Unit condition report is to be carried out in the presence of the Resident and the Shire of Katanning at the commencement and termination of the Licence. It is the Residents responsibility to have the carpets cleaned prior to termination inspection;
- (f) not to permit or to suffer to be done on or in the Unit any act matter deed or thing whereby the policy of insurance against loss or damage by fire or other any risk insured against by the Shire of Katanning in respect of the Unit or any other Unit or of the Village or any part thereof may be rendered void or voidable or cancelled or whereby payment of any premium for any insurance policy may be refused or which may render any increase in the premium payable in respect thereof;
- (g) to at all times comply with any regulations or by-laws made by the Fire Underwriters

 Association or the Fire Brigades Board;
- (h) to comply in all respects with all statutes regulations statutory rules orders by-laws or other provisions having the force of law and for the time being from time to time in force relating to the use of the Unit;
- to comply in all respects with all rules and regulations made or as may be made from time to time by the Shire of Katanning relating to the Residents of the Village (provided such rules and regulations shall not be inconsistent with the terms hereof);
- (j) not, without the written consent of the Shire of Katanning to make or permit to be made any structural alterations or additions to the Unit or cut or maim or injure any of the walls or timber of the Unit or erect or permit to be made or erected any partition or fixture fitting wherein which may prejudicially affect the Unit;
- (k) not to obstruct or interfere with the quiet and uninterrupted enjoyment of the other Residents of the Village and to not trespass upon any other Unit in the Village;
- not to carry on or suffer or permit to be carried on either in the Unit or anywhere within the Village any noxious or offensive art trade or calling or anything whatsoever which may be or become a nuisance or annoyance to the Shire of Katanning or any other Residents within the Village;
- (m) to use and occupy the Unit exclusively as the Resident's domestic dwelling;
- (n) to permit the Shire of Katanning and its agents and all persons authorised by it at all reasonable times to view the state and condition of the Unit and to take inventories of the fixtures therein and to execute any repairs or work for which the Shire of Katanning

- is liable under its covenants hereinafter contained and for the purpose of executing any repairs or work to or in connection with any other Unit above or below or adjoining the Unit to enter upon the Unit or any part thereof with or without any necessary tools and appliances;
- (o) to yield up the Unit forthwith upon the termination of the licence with all fixtures and additions thereto in good repair and condition and in accordance with the covenants hereinbefore contained; and
- (p) to pay to the Shire of Katanning as soon as the Shire of Katanning has incurred or expended the same all monies costs charges and expenses which the Shire of Katanning may incur or expend in consequence of any default by the Resident in the performance or observance of any covenant or agreement herein contained and to be performed or observed by the Resident or under or in the exercise or enforcement or attempted exercise or enforcement of any power or authority herein contained.
- 3. The Shire of Katanning hereby covenants with the Resident as follows:
 - (a) to keep the Unit including the locks, keys, doors and windows the plumbing and other fittings existing at the commencement of the licence in good repair and condition (fair wear and tear excepted), to paint the interior and exterior of the Unit when necessary and to see to the upkeep of all amenities within the Village including recreation rooms (if any), roadways, footpaths and kerbing, exterior lighting, reticulation, grounds and gardens, sewerage services, water supplies, laundry and recreation equipment (if any), lawn mowing, rubbish collection and electricity and gas supplied not otherwise payable by the Resident;
 - (b) to insure and keep insured the Village (but excluding contents of the Unit) throughout the duration of the Licence against loss or damage by fire, storm, tempest, lightning, explosion, aircraft or aerial devices (including articles dropped there from) strikes, riots, civil, commotion, malicious, damage, flood impact, water damage, earthquake and fusion in the full replacement value thereof and against all classes of claims that can arise from the use of the Village, or any part thereof, by servants agents workmen invitees licensees and members of the public; and
 - (c) to pay the rates and taxes levied in respect of the Village (and the Unit, if any).
- 4. The Shire of Katanning shall use the Service Fee to meet the costs arising from the performance of its covenants hereunder and may at its discretion increase the Service Fee at any time. The Service Fee also covers pest control costs.

- 5. The Refundable Capital (or the balance remaining from time to time) shall be held by the Shire of Katanning for the duration of the Licence as stakeholder in an interest bearing authorised Shire of Katanning investment and the interest earned shall be the Shire of Katanning's.
- 6. Nothing in this Agreement shall create or shall be construed as creating any tenancy or shall confer or shall be construed as conferring upon the Resident any interest in the Village or any part thereof.
- 7. The Licence is personal and the rights hereby granted shall not be assignable by the Resident and shall be terminated in the event of the following:
 - (a) the Resident becoming bankrupt or making any assignment for the benefit of creditors or entering into an agreement or making any arrangement with creditors for liquidation of his/her debts by composition or permitting any distress or process of execution to be levied upon his/her goods;
 - (b) the death of the Resident;
 - (c) the Resident's physical or mental health becoming such as to make the Unit unsuitable for occupation by the Resident;
 - (d) the Resident having breached this agreement and failing to rectify that breach; or
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 (14) days written notice given by the Shire of Katanning to the Resident stating the breach and demanding rectification thereof.
- 10. Following the termination of the licence and subject to clause 11 hereof, the tenants capital refund shall be calculated by reducing the initial capital deposit by 0.5% per month or part thereof to a maximum deduction of 30%. Therefore tenants will receive a minimum of 70% of the initial capital deposit.
- 11. Within fourteen (14) days of the outgoing Resident vacating the Unit SIXTY PERCENT (60%) of the Refundable Capital will be paid. Then within SEVEN (7) DAYS of the Unit being occupied by the next succeeding Resident the Shire shall pay to the Resident the balance of the Refundable Capital remaining after deduction of any amounts outstanding pursuant to the agreement.

- 12. At the time that the Unit is vacated the Shire of Katanning shall conduct an inspection of the Unit to determine and authorise any refurbishment requirements prior to the sale of the license to occupy to the next Resident.
- 13. In the event that the next succeeding Resident to the Unit purchase price exceeds the Residents Initial Capital deposit and the cost of refurbishments the Shire shall pay to the Resident one half of the amount of the profit within SEVEN (7) DAYS of the Unit being occupied by the next succeeding Resident. Profit will be calculated as the "sale price" minus the refurbishment costs and the initial capital deposit.

14. In this agreement:

- (a) Where it is entered into by more than one person as "the Resident" the agreement shall be binding upon such persons jointly and each of them severally and also the benefits bestowed by the agreement shall devolve upon them jointly and each of them severally;
- (b) The singular number includes the plural number and the masculine gender includes the feminine gender and the neuter gender and vice versa.

SCHEDULE

PART 1: LAND DESCRIPTION.

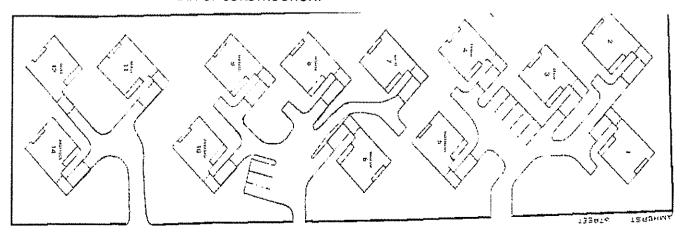
Reserve Number 27669

Portion of KOJONUP LOCATION 256 and being Lot 1 on Diagram 7608 and being the whole of the land comprised in Certificate of Title Volume 1850 Folio 785.

Portion of KOJONUP LOCATION 256 and being Lot 2 on Diagram 7608 and being the whole of the land comprised in Certificate of Title Volume 1850 Folio 785.

Portion of KOJONUP LOCATION 256 and being Lot 3 on Diagram 7608 and being the whole of the land comprised in Certificate of Title Volume 1421 Folio 379.

PART 2: PLAN OF CONSTRUCTION.



PART 3:	THE UNIT NUMBER is	_6		
		JW		
PART 4:	INITIAL CAPITAL DEPO	•	000:00 (A	as per clause 10)
PART 5:	SERVICE FEE - \$ 6	<u>7</u> or	such greate	r sum as shall be determined by the
	Shire of Katanning fro	m time to ti	ne.	
	*** THIS AMOUN	T IS REVIEW	ED ANNUAL	LY ***
I acknowledge that I ha	ave been given the op	portunity to	take a cop	y of the contract away and obtain
independent advice.				
Name: SABEL	WOODALL	Sig	nature:	L. Novolali
Date:				
20 44	JULY, 2016			
written.			eir hands th	ne day and year first hereinbefore
SIGNED by the said	IBEL WOODALL)		
)	Q	L Nocola Ci
in the presence of:)	WITNESS	·····
SIGNED by the said)		
Jennifer Cho	apman_)	<u>L</u> !	rapua
in the presence of:)	 WITNESS	••••••
The Common Seal of the				
SHIRE OF KATANNING	,	}		
was hereunto affixed .)		
in the presence of:)		
Shire President Signature	e;			
Chief Executive Officer S	gnature:			

SHIRE OF KATANNING LOCAL PLANNING SCHEME 5
SCHEDULE OF SUBMISSIONS

	SCHEDULE OF SURIVISSIONS						
No.	Name of Submitter/Interest	Date	Summary of Submission	Officers Comment / Recommendation	Officers / Council Recommendation		
1	John Andriof - Department of Lands	8/06/2016	DoL understands that Lot 100 should be captured as being rezoned under the LPS, currently being amended, to be shown as "Commercial" and coloured blue. DoL has informed the Shire of Katanning it has no objections as to Lot 100 being rezoned as a "Commercial" site. DoL has a proposal/application from an individual interested in purchasing Lot 100 and adjoining road DoL will require that the rezoning occurs in the first instance prior to progressing the proposal re Lot 100 - Reserve 5759, between Albion and Bond Streets Katanning. The adjoining road, being Alt Street will also require to be zoned "Commercial" under the Local Planning Scheme amendment. Please note that the Shire of Katanning at its Ordinary Council Meeting dated 26/09/2012 had approved that the closure of Alt Street be closed. It was noticed that Lot 100 under the Local Planning Scheme (LPS) shows as yellow and hatched black which represents that	Agreed: Designation of subject land as 'Commercial' is supported, and is consistent with previous advice to the Dept of Lands that the Shire supported disposal of Lot 100, closure of the adjoining portion of the unmade Alt St road reserve and rezoning of both parcels to 'Commercial'.	Zoning Map 10 be modified to designate Lot 100 and adjoining portion of un-made Alt Street road reserve (between Albion and Bond Streets) as 'Commercial'.		

			it is for "Public Purpose".		
2	Brent & Lyn	10/07/2016	Support the proposed enterprise zone -	Support Noted	Support Noted
	Thompson		light industrial to be re-zoned back to		
	Landowners		residential.		
	49 Dore St, Katanning				

3	Ray & Julie Ford Landowners 70 Daping St, Katanning	10/07/2016	Support the proposed enterprise zone - light industrial to be re-zoned back to residential.	Support Noted	Support Noted
4	Shane & Juanita O'Donnell Landowners 51 Dore St, Katanning	10/07/2016	Support the proposed enterprise zone - light industrial to be re-zoned back to residential.	Support Noted	Support Noted
5	Desmond & Nereda Hicks Landowners 71 Dore St, Katanning	10/07/2016	Support the proposed enterprise zone - light industrial to be re-zoned back to residential.	Support Noted	Support Noted
6	John Hicks & Gwendoline Jones Landowners 96 Dore St, Katanning	11/07/2016	Support the proposed enterprise zone - light industrial to be re-zoned back to residential.	Support Noted	Support Noted
7	Travis & Jodie Menghini Land and property ower 2 Drove St, Katanning	19/07/2016	Support the proposed enterprise zone - light industrial to be re-zoned back to residential.	Support Noted	Support Noted
8	Dominic Cuscuna Cuscuna Nominees Pty Ltd	27/07/2016	The Table in respect to the changes between TPS 4 & LPS5, as provided by the Shire on its website for community consultation, should only use	Comments Noted: Conferral with submitter (ph and email) to clarify	Noted

9	Robin Thomas 53 Dore Street	27/07/2016	abbreviations that have been explained to interested parties who view the Table. For example: 1. MST; 2. WWTP; and 3. SCA are not explained. Support the proposed enterprise zone or Residential.	planning acronyms. Confirmed No objections to LPS5 Support Noted	Support Noted
10	Robin Thomas 55 Dore Street	27/07/2016	Support the proposed enterprise zone or Residential.	Support Noted	Support Noted
11	Chris Grant, Asset Management Officer. Main Roads Western Australia	5/08/2016	Combined submission on LPS5 and three Structure Plans (advertised concurrently). Piesse Lake [no concerns], Henry Street Precinct [Intersection design, specifications and sight distances] and Industrial Expansion Area [Access from Kojonup - Pingrup Rd]	Noted: Comments relate specifically to the respective Structure Plans, rather than LPS5, and will be addressed through that process.	Noted
12	Richard Kowald, Chairman Katanning Country Club Landowner KCC and prospective purchaser (pt. Lot 131)	15/08/2016	Request the zoning table in LPS5 be updated to include a column for special rural with similar uses to LPS4, specifically private & public recreation. Request designated area SUE recorded in	1) Agreed: LPS5 should allow land-uses similar to those in TPS4 within the Special Residential zone and in particular both private and public recreation.	Table 4 – Zoning, to include a column for Special Residential with land-use permissibility similar to TPS4, and in particular both private and public recreation, allowing for updates and definitions in MST and RCodes.
			2) Request designated area SU5 recorded in page 17 of LPS5 remain unchanged. 3) Request that land shown in LPS5 as SR1, currently part of SU4 is under consideration for purchase by Katanning Country Club, is also marked as SU4 or SU5 special use status with similar uses to SU5, specifically private & public recreation	3) Noted: Sheet 7 of existing TPS4 and sheet 8 of draft LPS5 are consistent in regard to the zoning of the subject land. Subject to proposed 'modification 2' the portion of Lot zoned SR1 could be developed for residential and/or recreation.	Table 6 – SU5 to include Public Recreation.

		Table 6 of LPS5 provides	
		for Private Club,	
		Recreation – Private, Golf	
		Club and private	
		residential estate.	
		Inclusion of Public	
		Recreation would	
		facilitate co-location and	
		refurbishment.	
	3) (sic) Request that Crown Land to the west	Noted:	
		The DoL has been advised of	
		KCC's interest in acquiring	
	of SU5 with similar uses to SU5 and		
	specifically Private and Public Recreation.		
4			
		, .	
	as SR1 for Private and Public Recreation		
	with similar uses to those of SU5.		
5	5) Request that the land currently shown as	5) Request Noted:	
		=	
	•	in the Land Administration	
		-	
		-	
	,	specifically Private and Public Recreation. 4) Request it be noted in LPS5 that we shall seek approval to develop the land shown as SR1 for Private and Public Recreation	for Private Club, Recreation – Private, Golf Club and private residential estate. Inclusion of Public Recreation would facilitate co-location and refurbishment. 3) (sic) Request that Crown Land to the west (Lot 986, Reserve 32627) be available for disposal or rezoning and inclusion as part of SU5 with similar uses to SU5 and specifically Private and Public Recreation. 4) Request it be noted in LPS5 that we shall seek approval to develop the land shown as SR1 for Private and Public Recreation with similar uses to those of SU5. 5) Request that the land currently shown as road and divides SU5 into two lots, be considered for closure and incorporation for Private, Golf Club and private residential estate. Inclusion of Public Recreation Woted: The DoL has been advised of KCC's interest in acquiring and developing Lot 986/Reserve 32627. 4) Request Noted: 5) Request Noted: The procedure for road closure and disposal is set out

13	Brendan Kelly Snr Natural Resource	14/09/16	In order to encourage and uphold the integration of stormwater/groundwater		
	Management Officer Dept of Water		management, the Scheme provisions should seek to: • Secure sufficient water for fit-for-purpose water supply, • Ensure appropriate sewerage (wastewater) treatment and disposal, including reuse and recycling, • Achieve integration of stormwater/groundwater management, • Control nutrient and pollutant losses from different land uses, • Manage waterways and their associated buffer zones, while considering requirements for bushfire management. Specific recommendations from DoW to		
			address these issues/risks include: 1. "The local government may approve the use of fit-for-purpose water (wastewater recycling and reuse) and its availability of water for public open space";	Agreed: Water recycling and re-use is advocated and should be provided for in the planning Scheme.	Table 8 to include additional item 'Water management and integration" with the following 1. The local government may approve the use of fit-for-purpose water (wastewater recycling and reuse) and its availability of water for public open space management.
			2. "The local government may condition development approvals to include a requirement for groundwater hydrology studies, particularly seasonal depths, and the relationship of groundwater to stormwater management";	Agreed: Specific requirements relating to hydrology, groundwater and stormwater are warranted given the particular circumstances in Katanning.	Table 8 to include additional item 'Water management and integration" with the following 2. The local government may condition development approvals to include a requirement for groundwater hydrology studies, particularly seasonal depths, and the relationship of groundwater to stormwater management

	3. "In determining an application for	Agreed: Specific provisions	Table 8 to include additional item
	planning approval, the local government	relating to water	'Water management and integration"
	shall consider the groundwater	management are warranted	with the following
	characteristics of the site on which	given the particular	3. In determining an application for
	development is proposed, and of the	circumstances in Katanning.	planning approval, the local
	surrounding area, including maximum	_	government may consider the
	seasonal groundwater levels, and water		groundwater characteristics of the site
	quality, particularly acidity and salinity";		on which development is proposed, and
	, ,, ,		of the surrounding area, including
			maximum seasonal groundwater levels,
			and water quality, particularly acidity
			and salinity
	I. "Where the local government considers it	Agreed: Specific development	Table 8 to include additional item
	would help mitigate against land	conditions relating to	'Water management and integration"
	degradation (e.g. salinity), protect a	waterways and riparian	with the following
	waterway and its riparian buffer, or	vegetation are warranted	4. Where the local government
	improve the visual appearance of a	given the particular	considers it would help mitigate against
	development, the local government may	circumstances in Katanning.	, ,
	· · · · · · · · · · · · · · · · · · ·	circumstances in Katanning.	land degradation (e.g. salinity), protect
	impose conditions on any development		a waterway and its riparian buffer, or
	approval requiring the retention and		improve the visual appearance of a
	protection of existing vegetation (e.g.		development, the local government
	through fencing) and/or the planting of		may impose conditions on any
	additional vegetation."		development approval requiring the
			retention and protection of existing
			vegetation (e.g. through fencing)
			and/or the planting of additional
			vegetation.

 , 		,	
	DoW also suggests the following changes		
	(strikethrough) and additions (underlined) to		
	the draft Scheme text and provided notes		
	(N.B. in italics):		
	p.5 Table 2— Zone objectives		
	Rural - To maintain and enhance the		
	environmental qualities of the landscape,	Agreed: Specific reference to	Table 2 – Zone Objectives, Rural dot
	vegetation, soils and water bodies, including	groundwater is warranted.	point 3 to include "groundwater" after
	groundwater, to protect sensitive areas	B. camariace is trainal antear	soils.
	especially the natural valley and watercourse		30113.
	systems from damage.		
	systems nom damage.		
	p.21 Table 8 - Additional requirements that		
	apply to land in Scheme area		
	1. Land Subject to Flooding and/or		
	Inundation		
	(3) Where in the opinion of Local		
	Government, a development is to be sited on	Agreed: Specific reference to	Table 8, No. 1. (3) to include "or is
	land that has the potential to be flooded	high groundwater is	subject to high groundwater levels,"
	and/or inundated, or is subject to high	warranted given the	after inundated.
	groundwater levels, the Local Government	particular circumstances in	arter munuateu.
		·	
	may require as a condition of planning	Katanning.	
	approval, one or more of the following		
	requirements to be implemented:		
	(e)The landowner to provide written		
	acknowledgement that the building and its		
	contents may be subject to periodic flooding		
	and/or inundation.		
	N.B. at (e) – an owner's declaration should not		
	absolve the Local Government for allowing		
	development that has inadequate		
	flood/inundation protection.		
	(f) The local government may condition	Agreed: Specific requirements	Table 8, No 1 (3) to include additional
	development approvals to include	and conditions relating to	requirement "(f) The local government
	requirement for groundwater hydrology	groundwater assessment are	may condition development approvals
	studies.	warranted.	to require groundwater hydrology
	<u>studies.</u>	warranteu.	to require groundwater hydrology

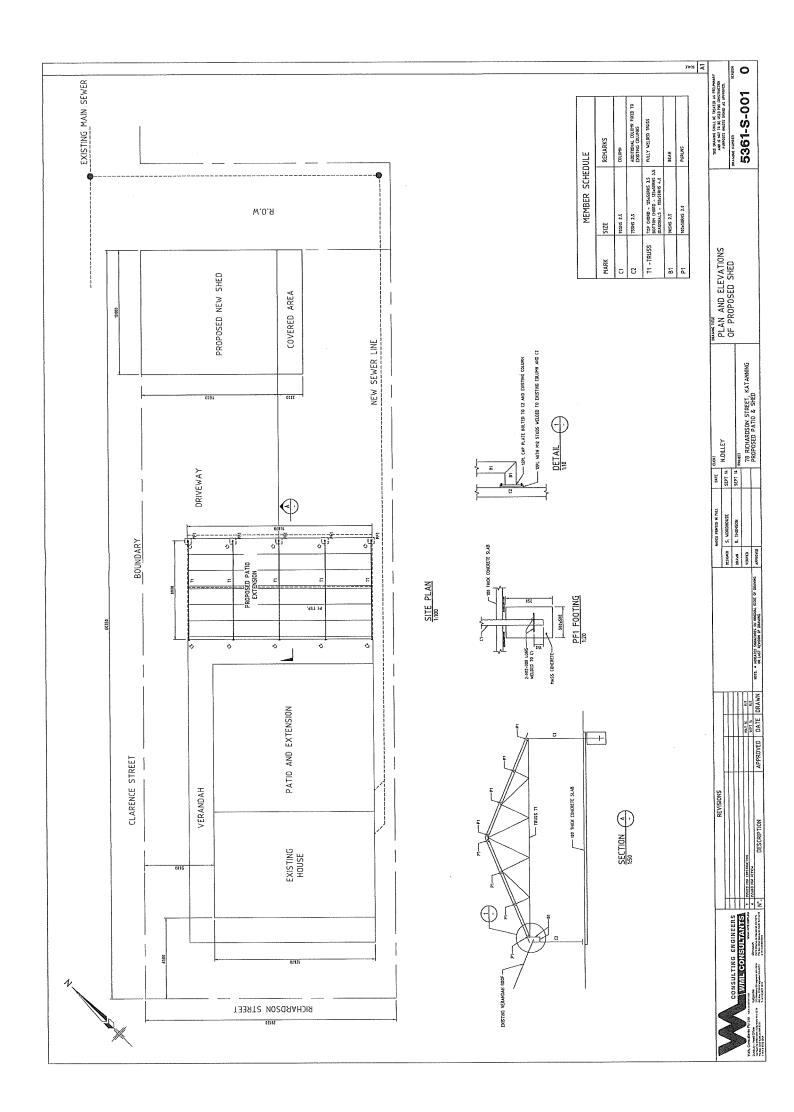
		assessment.".
p.23 Table 8 - Additional requirements that		
apply to land in Scheme area		
6. Deep Sewerage and On-site Effluent		
Disposal	Disagree: Use of Alternative	
(2) The Local Government may shall require	Treatment Units (ATUs)	
the use of ATUs in the following situations:	should be at the discretion of	
(a) Where soil conditions are not conducive to	local government, subject to	
the retention of nutrients;	site conditions in accordance	
(b) In low lying areas; and	with Department of Health	
(c) In areas where there is a known high	requirements and guidelines.	
groundwater level.		
p.25 Table 8 - Additional requirements that		
apply to land in Scheme area		
11. Industry - Extractive	Noted: Information and	
(1) When considering an application for an	comment regarding prior	
industry–extractive use or development, the	approval to intercept the	
Local Government is to have regard to and	water table could be provided	
may impose conditions concerning:	as 'Advice Note on	
(c) No excavation activity is to occur	Development Approval,	
within 50m of a watercourse or water	Notice of determination on	
body; and shall not intercept the water	Application' (but is not an	
table without prior approval.	acceptable/enforceable local	
N.D. Dallife and the second by a second and	government development	
N.B. DoW does not generally support	approval condition).	
extractive industry intercepting the water		
table and dewatering of an extraction area is		
not permitted without approval. It is also		
preferred that there be no standing water		
occurring at the end of mining.		

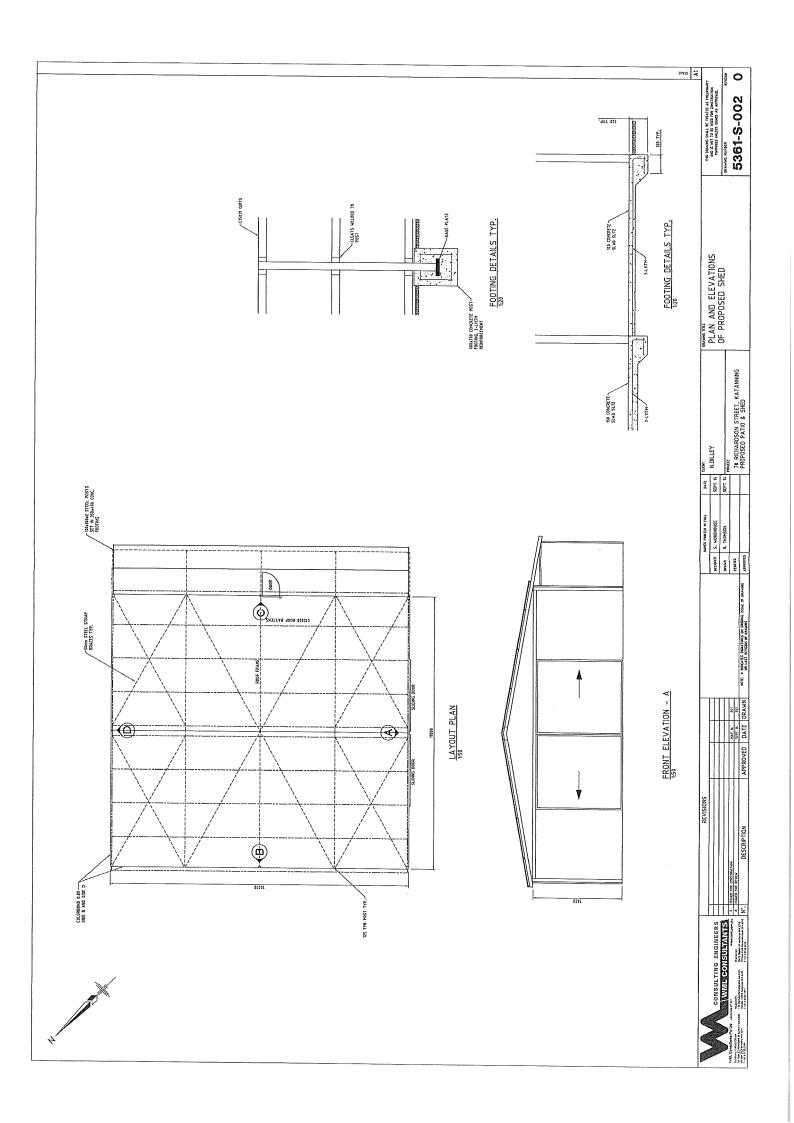
p.26 Table 9 - Additional requirements that		Table 9 – Structure Plans, Area 1 Piesse
1 · ·		-
apply to land covered by structure plan,		Lake, dot point 3, add "including
activity centre plan or local development		integration of
plan		stormwater/groundwater
1. Piesse Lake - Matters to be addressed in		management".
Structure Plans	Agreed: Reference to	
(third dot point) "Drainage and water	integrated water	
management, including integration of	management is warranted	
stormwater/groundwater management"		
p.27 Table 9 4. Henry Street Industry and		Table 9 – Structure Plans, Area 4 Henry
Agricultural Foods - Matters to be addressed		Street, dot point 5, add "including
in Structure Plans	Agreed: Reference to	integration of
(Dot point 5) "Drainage Management,	integrated water	stormwater/groundwater
including integration of	management and protection	management", and dot point 6 add
stormwater/groundwater management"	of the riparian zone is	"and associated riparian zone' after
(Dot point 6) "Protection of creekline and	warranted.	creekline.
associated riparian zone and water quality".		

Shire of Katanning – Local Planning Scheme No. 5

Schedule of Modifications			
No.	Modification	Reason	
1	Zoning Map, sheet 10 - designate Lot 100 and adjoining portion of un-made Alt Street road reserve (between Albion and Bond Streets) as 'Commercial'.	Response to Department of Lands submission	
2	Table 4 – Zoning, to include a column for Special Residential with land-use permissibility similar to TPS4, and in particular both private and public recreation, allowing for updates and definitions in MST and RCodes.	Response to submission and remedy oversight	
3	Table 6 – SU5, Additional use column to include 'Public Recreation'.	Response to submission; facilitate co-location and refurbishment of KCC to accommodate Bowling Club and other community/public recreation facilities.	
4	Table 8 to include additional item 'Water management and integration" with the following	Response to DoW submission; Water recycling and re-use is advocated	
	1. The local government may approve the use of fit-for- purpose water (wastewater recycling and reuse) and its availability of water for public open space management.		
5	Table 8 to include additional item 'Water management and integration" with the following	Response to DoW submission; Specific requirements relating to	
	2. The local government may condition development approvals to include a requirement for groundwater hydrology studies, particularly seasonal depths, and the relationship of groundwater to stormwater management	hydrology, groundwater and stormwater are warranted	
6	Table 8 to include additional item 'Water management and integration" with the following	Response to DoW submission; Specific provisions relating to water	
	3. In determining an application for planning approval, the local government may consider the groundwater characteristics of the site on which development is proposed, and of the surrounding area, including maximum seasonal groundwater levels, and water quality, particularly acidity and salinity	management are warranted.	
7	Table 8 to include additional item 'Water management and integration" with the following 4. Where the local government considers it would help mitigate against land degradation (e.g. salinity), protect	Response to DoW submission; Specific development conditions relating to waterways and riparian vegetation are warranted given the	

	a waterway and its riparian buffer, or improve the visual appearance of a development, the local government may impose conditions on any development approval requiring the retention and protection of existing vegetation (e.g. through fencing) and/or the planting of additional vegetation	particular circumstances in Katanning.
8	Table 2 – Zone Objectives, Rural dot point 3 to include "groundwater" after soils.	Response to DoW submission; Specific reference to groundwater is warranted
9	Table 8, No. 1. (3) to include "or is subject to high groundwater levels," after inundated.	Response to DoW submission; reference to high groundwater is warranted given the particular circumstances in Katanning.
10	Table 8, No 1 (3) to include additional requirement "(f) The local government may condition development approvals to require groundwater hydrology assessment.".	Response to DoW submission; Specific requirements and conditions relating to groundwater assessment are warranted.
11	Table 9 – Structure Plans, Area 1 Piesse Lake, dot point 3, add "including integration of stormwater/groundwater management".	Response to DoW submission; Reference to integrated water management is warranted.
12	Table 9 – Structure Plans, Area 4 Henry Street, dot point 5, add "including integration of stormwater/groundwater management", and dot point 6 add "and associated riparian zone' after creekline.	Response to DoW submission; Reference to integrated water management and protection of the riparian zone is warranted.







COUNCIL POLICY

PURCHASING POLICY

Policy No:

Policy Subject: Purchasing Policy

1 Policy Statement:

The Shire of Katanning is committed to delivering best practice in the purchasing of goods, services and works that align with the principles of transparency, probity and good governance and complies with the Local Government Act 1995 (the "Act") and Part 4 of the Local Government (Functions and General) Regulations 1996, (the "Regulations"). Procurement processes and practices to be complied with are defined within this Policy and the Shire of Katanning's prescribed procurement procedures.

2 Objectives:

The objectives of this Policy are to ensure that all purchasing activities:

- demonstrate that best value for money is attained for the Shire of Katanning;
- are compliant with relevant legislation, including the Act and Regulations;
- are recorded in compliance with the *State Records Act 2000* and associated records management practices and procedures of the Shire of Katanning;
- mitigate probity risk, by establishing consistent and demonstrated processes that promotes openness, transparency, fairness and equity to all potential suppliers;
- ensure that sustainable benefits, such as environmental, social and local economic factors are considered in the overall value for money assessment; and are conducted in a consistent and efficient manner across the Shire of Katanning and that ethical decision making is demonstrated.

3 Ethics & Integrity:

3.1 Code of Conduct

All officers and employees of the Shire of Katanning undertaking purchasing activities must have regard to the Code of Conduct requirements and shall observe the highest standards of ethics and integrity. All officers and employees of the Shire of Katanning must act in an honest and professional manner at all times which supports the standing of the Shire of Katanning.

3.2 Purchasing Principles

The following principles, standards and behaviours must be observed and enforced through all stages of the purchasing process to ensure the fair and equitable treatment of all parties:

- full accountability shall be taken by the authorised purchasing officer for all purchasing decisions and the efficient, effective and proper expenditure of public monies based on achieving value for money;
- all purchasing practices shall comply with relevant legislation, regulations, and requirements consistent with the Shire of Katanning's policies and Code of Conduct;
- purchasing is to be undertaken on a competitive basis where all suppliers are treated impartially, honestly and consistently;
- all processes, evaluations and decisions shall be transparent, free from bias and fully documented in accordance with applicable policies, audit requirements and relevant legislation;
- any actual or perceived conflicts of interest are to be identified, disclosed and appropriately managed; and
- any information provided to the Shire of Katanning by a supplier shall be treated as commercial-in-confidence and should not be released unless authorised by the supplier or relevant legislation.

4 Value for Money:

4.1 Policy

Value for money is determined by the consideration of price, risk and qualitative factors assessing the most advantageous outcome achievable for the Shire of Katanning.

As such, purchasing decisions must consider qualitative and risk factors and not be based purely on the lowest price.

4.2 Application

An assessment of the best value for money outcome for any purchasing process should consider:

- all relevant Total Costs of Ownership (TCO) and benefits including transaction costs associated with acquisition, delivery, distribution, as well as other costs such as but not limited to holding costs, consumables, deployment, maintenance and disposal;
- the technical merits of the goods or services being offered in terms of compliance with specifications, contractual terms and conditions and any relevant methods of assuring quality, including but not limited to an assessment of levels and currency of compliances, value adds offered, warranties, guarantees, repair and replacement policies, ease of inspection, ease of after sales service, ease of communications etc.
- financial viability and capacity to supply without risk of default (competency of the prospective suppliers in terms of managerial and technical capabilities and compliance history);

- a strong element of competition in the allocation of orders or the awarding of contracts. This is achieved by obtaining a sufficient number of competitive quotations wherever practicable;
- the safety requirements associated with both the product design and specification offered by suppliers and the evaluation of risk when considering purchasing goods and services from suppliers;
- purchasing of goods and services from suppliers that demonstrate sustainable benefits and good corporate social responsibility; and
- providing opportunities for businesses within the Shire of Katanning and wider
 Defined Aarea to be given the opportunity to quote for providing goods and services wherever possible as per the Buy Locally- Regional Price Preference.

5 Purchasing Requirements:

5.1 Legislative / Regulatory Requirements

The requirements that must be complied with by the Shire of Katanning, including purchasing thresholds and processes, are prescribed within the Regulations, this Policy and associated purchasing procedures in effect at the Shire of Katanning.

5.2 Policy

Purchasing that is \$150,000 or below in total value (excluding GST) must be in accordance with the purchasing requirements under the relevant threshold as defined in this policy under Section 5.5 - Purchasing Thresholds.

Purchasing that exceeds \$150,000 in total value (excluding GST) must be put to public Tender when it is determined that a regulatory Tender exemption, as stated under 5.7 of this Policy is not deemed to be suitable.

5.3 Purchasing Value Definition

Determining Purchasing Value is to be based on the following considerations:

- Cost exclusive of Goods and Services Tax (GST);
- 2. The actual or expected value of a contract over the full contract period, including all options to extend; or the extent to which it could be reasonably expected that the Shire of Katanning will continue to purchase a particular category of goods, services or works and what total value is or could be reasonably expected to be purchased. A best practice suggestion is that if a purchasing threshold is reached within three years for a particular category of goods, services or works, then the purchasing requirement under the relevant threshold (including the tender threshold) must apply.
- 3. Must incorporate any variation to the scope of the purchase and be limited to a 10% tolerance of the original expected purchasing value.

5.4 Purchasing from Existing Contracts

Where the Shire of Katanning has existing contracts in place, it must ensure that goods and services required are purchased under these contracts to the extent that the scope of the contract allows. When planning the purchase, the Shire of Katanning must consult its Contracts Register in the first instance before seeking to obtain any further quotes or tenders.

5.5 Purchasing Thresholds

The table below prescribes the purchasing process that the Shire of Katanning must follow, based on the purchase value:

Purchase Value Threshold	Purchasing Requirement	
Up to \$5,000	Purchase directly from a supplier using a Purchase Order or Corporate Credit Card issued by the Shire of Katanning, obtaining at least one (1) verbal or written quotation from a suitable supplier, either from: • an existing panel of pre-qualified suppliers administered by the Shire of Katanning; or • a pre-qualified supplier on the WALGA Preferred Supply Program or State Government Common Use Arrangement (CUA); or	
	from the open market.	
	Obtain at least three (3) written quotations from suppliers following a brief outlining the specified requirement, either from:	
Over \$5,000 and up to \$50,000	 an existing panel of pre-qualified suppliers administered by the Shire of Katanning; or 	
	 a pre-qualified supplier on the WALGA Preferred Supply Program or State Government CUA; or from the open market. 	
Over \$50,000 to \$150 000	Obtain at least three (3) written quotations from suppliers by formal invitation under a Request for Quotation, containing price and detailed specification of goods and services required. The procurement decision is to be based on predetermined evaluation of criterion that assesses all value for money considerations in accordance with the definition stated within this Policy.	

Quotations within this threshold may be obtained from:

- an existing panel of pre-qualified suppliers administered by the Shire of Katanning; or
- a pre-qualified supplier on the WALGA Preferred Supply Program or State Government CUA; or
- from the open market.

Requests for quotation from a pre-qualified panel of suppliers (whether administered by the Shire of Katanning, through the WALGA preferred supply program or State Government CUA) are not required to be invited using a Request for Quotation form, however at least three written quotes are still required to be obtained.

\$150,000 and above

Where the purchasing requirement is not suitable to be met through a panel of pre-qualified suppliers, or any other tender-exempt arrangement as listed under section 5.7 of this Policy, conduct a public Request for Tender process in accordance with Part 4 of the *Local Government (Functions and General) Regulations 1996*, this policy and the Shire of Katanning tender procedures. The procurement decision is to be based on pre-determined evaluation a criterion that assesses all value for money considerations in accordance with the definition stated within this Policy.

5.6 Form of Quotations

Verbal

Where a verbal quotation is required under this policy then both the request for quotation and submission of quotation, may occur verbally or in writing.

Written

Where a written quotation is required under this policy then both the request for quotation and the submission of a quotation, must occur in writing.

Quotations

Both a verbal and written request for quotation must include:

- Details of goods and services required;
- The time when goods and services are required; and
- A date by which the quotation must be submitted.

5.7 Tendering Exemptions

An exemption to publicly invite tenders may apply in the following instances:

- the purchase is obtained from a pre-qualified supplier under the WALGA Preferred Supply Program or State Government Common Use Arrangement.
- the purchase is from a Regional Local Government or another Local Government;
- the purchase is acquired from a person registered on the WA Aboriginal Business
 Directory, as published by the Small Business Development Corporation, where the
 consideration under contract is worth \$250,000 or less and represents value for
 money;
- the purchase is acquired from an Australian Disability Enterprise and represents value for money;
- the purchase is from a pre-qualified supplier under a Panel established by the Shire of Katanning; or
- any of the other exclusions under Regulation 11 of the Regulations apply.

5.8 Inviting Tenders Under the Tender Threshold

Where considered appropriate and beneficial, the Shire of Katanning may consider publicly advertising Tenders in lieu of undertaking a Request for Quotation for purchases under the tender threshold. This decision should only be made after considering the benefits of this approach in comparison with the costs, risks, and timeliness and compliance requirements and also whether the purchasing requirement can be met through the WALGA Preferred Supply Program or State Government CUA.

If a decision is made to undertake a public Tender for contracts expected to be \$150,000 or less in value, the Shire of Katanning's tendering procedures must be followed in full.

5.9 Sole Source of Supply

Where the purchasing requirement is over the value of \$5,000 and of a unique nature that can only be supplied from one supplier, the purchase is permitted without undertaking a tender or quotation process. This is only permitted in circumstances where the Shire of Katanning is satisfied and can evidence that there is only one source of supply for those goods, services or works. The Shire of Katanning must use its best endeavours to determine if the sole source of supply is genuine by exploring if there are any alternative sources of supply. Once determined, the justification must be endorsed by the Chief Executive Officer, prior to a contract being entered into.

From time to time, the Shire of Katanning may publicly invite an expression of interest to effectively determine that only one sole source of supply still genuinely exists.

5.10 Anti-Avoidance

The Shire of Katanning shall not enter into two or more contracts or create multiple purchase order transactions of a similar nature for the purpose of "splitting" the value of the purchase or contract to take the value of the consideration of the purchase below a particular purchasing threshold, particularly in relation to Tenders and to avoid the need to call a public Tender.

5.11 Emergency Purchases

An emergency purchase is defined as an unanticipated and unbudgeted purchase which is required in response to an emergency situation as provided for in the *Local Government Act 1995*. In such instances, quotes and tenders are not required to be obtained prior to the purchase being undertaken.

An emergency purchase does not relate to purchases not planned for due to time constraints. Every effort must be made to anticipate purchases required by the Shire of Katanning in advance and to allow sufficient time to obtain quotes and tenders, whichever may apply.

6 Records Management:

Records of all purchasing activity must be retained in compliance with the *State Records Act 2000 (WA)* the Shire of Katanning's Records Management Policy and associated procurement procedures.

For the quotation process, this includes:

- Quotation documentation
- File notes for verbal quotes
- Internal documentation
- Purchase orders or requisitions
- Any other relevant correspondence.

For the tendering process, this includes:

- Advertising
- Tender documentation
- Evaluation documentation
- Enquiry and response documentation; and
- Notification and award documentation

Where a verbal quotation is required under this policy then the following information must be noted and stored in the Shire's records management system:

- Details of goods and services required;
- The name of any supplier who was requested to provide a quotation and the date on which it was requested; and
- The name of any supplier who submitted the quotation, the amount of the quotation and the date on which it was received.

Where a written quotation is required under this policy then the written request for quotation, the amount of the quotation and the date on which it was received.

7 Sustainable Procurement and Corporate Social Responsibility:

The Shire of Katanning is committed to providing a preference to suppliers that demonstrate sustainable business practices and high levels of corporate social responsibility (CSR). Where appropriate, the Shire of Katanning shall endeavour to provide an advantage to suppliers demonstrating that they minimise environmental and negative social impacts and embrace CSR. Sustainable and CSR considerations must be balanced against value for money outcomes.

8 Buy Local Policy:

A regional price preference may be afforded to locally based businesses for the purposes of assessment. Provisions are detailed within the Shire of Katanning's Regional Price Preference Policy.

9 Purchasing From Disability Enterprises:

Pursuant to Part 4 of the *Local Government (Functions and General) Regulations 1996*, the Shire of Katanning is not required to publicly invite tenders if the goods or services are to be supplied from an Australian Disability Enterprise, as registered on www.ade.org.au. This is contingent on the demonstration of value for money.

Where possible, Australian Disability Enterprises are to be invited to quote for supplying goods and services under the tender threshold. A qualitative weighting may be afforded in the evaluation of quotes and tenders to provide advantages to Australian Disability Enterprises.

10 Purchasing from Aboriginal Businesses:

Pursuant to Part 4 of the *Local Government (Functions and General) Regulations 1996*, the Shire of Katanning is not required to publicly invite tenders if the goods or services are to be supplied from a person registered on the Aboriginal Business Directory published by the Small Business Development Corporation on www.abdwa.com.au, where the expected consideration under contract is worth \$250,000 or less. This is contingent on the demonstration of value for money.

Where possible, Aboriginal businesses are to be invited to quote for supplying goods and services under the tender threshold. A qualitative weighting may be afforded in the evaluation of quotes and tenders to provide advantages to Aboriginal owned businesses or businesses that demonstrate a high level of aboriginal employment.

11 Panels of Pre-Qualified Suppliers

11.1 Policy Objectives

In accordance with Regulation 24AC of the *Local Government (Functions and General)* Regulations 1996, a Panel of Pre-qualified Suppliers ("Panel") may be created where most of the following factors apply:

- the Shire of Katanning determines that a range of similar goods and services are required to be purchased on a continuing and regular basis;
- there are numerous potential suppliers in the local and regional procurementrelated market sector(s) that satisfy the test of 'value for money';
- the purchasing activity under the intended Panel is assessed as being of a low to medium risk;

- the Panel will streamline and will improve procurement processes; and
- the Shire of Katanning has the capability to establish, manage the risks and achieve the benefits expected of the proposed Panel.

The Shire of Katanning will endeavour to ensure that Panels will not be created unless most of the above factors are firmly and quantifiably established.

11.2 Establishing a Panel

Should the Shire of Katanning determine that a Panel is beneficial to be created, it must do so in accordance with Part 4, Division 3 the Local Government (Functions and General) Regulations 1996.

Panels may be established for one supply requirement, or a number of similar supply requirements under defined categories within the Panel.

Panels may be established for a minimum of two (2) years and for a maximum length of time deemed appropriate by the Shire of Katanning.

Evaluation criteria must be determined and communicated in the application process by which applications will be assessed and accepted.

Where a Panel is to be established, the Shire of Katanning must appoint at least three (3) suppliers to each category, on the basis that best value for money is demonstrated. Where less than three (3) suppliers are appointed to each category within the Panel, the category is not to be established.

In each invitation to apply to become a pre-qualified supplier (through a procurement process advertised through a state-wide notice), the Shire of Katanning must state the expected number of suppliers it intends to put on the panel.

Should a Panel member leave the Panel, they may be replaced by the next ranked Panel member determined in the value for money assessment should the supplier agree to do so, with this intention to be disclosed in the detailed information set out under Regulation 24AD(5)(d) and (e) when establishing the Panel.

11.3 Distributing Work amongst Panel Members:

To satisfy Regulation 24AD(5) of the Regulations, when establishing a Panel of prequalified suppliers, the detailed information associated with each invitation to apply to join the Panel must either prescribe whether the Shire intends to:

- i. obtain quotations from each pre-qualified supplier on the Panel with respect to all purchases, in accordance with Clause 11.4; or
- ii. purchase goods and services exclusively from any pre-qualified supplier appointed to that Panel, and under what circumstances; or
- iii. develop a ranking system for selection to the Panel, with work awarded in accordance with Clause 11.3(b).
- In considering the distribution of work among Panel members, the detailed information must also prescribe whether:

- a) each Panel member will have the opportunity to bid for each item of work under the Panel, with pre-determined evaluation criteria forming part of the invitation to quote to assess the suitability of the supplier for particular items of work. Contracts under the pre-qualified panel will be awarded on the basis of value for money in every instance; or
- b) work will be awarded on a ranked basis, which is to be stipulated in the detailed information set out under Regulation 24AD(5)(f) when establishing the Panel. The Shire/Town/City is to invite the highest ranked Panel member, who is to give written notice as to whether to accept the offer for the work to be undertaken. Should the offer be declined, an invitation to the next ranked Panel member is to be made and so forth until a Panel member accepts a Contract. Should the list of Panel members invited be exhausted with no Panel member accepting the offer to provide goods/services under the Panel, the Shire of Katanning may then invite suppliers that are not pre-qualified under the Panel, in accordance with the Purchasing Thresholds stated in section 5.5 of this Policy. When a ranking system is established, the Panel must not operate for a period exceeding 12 months.

In every instance, a contract must not be formed with a pre-qualified supplier for an item of work beyond 12 months, which includes options to extend the contract.

11.4 Purchasing from the Panel

The invitation to apply to be considered to join a panel of pre-qualified suppliers must state whether quotations are either to be invited to every member (within each category, if applicable) of the Panel for each purchasing requirement, whether a ranking system is to be established, or otherwise.

Each quotation process, including the invitation to quote, communications with panel members, quotations received, evaluation of quotes and notification of award communications must all be made through eQuotes, or any other electronic quotation facility.

Each quotation process, including the invitation to quote, communications with panel members, quotations received, evaluation of quotes and notification of award communications must all be captured on the Shire of Katanning's electronic records system. A separate file is to be maintained for each quotation process made under each Panel that captures all communications between the Shire of Katanning and Panel members.

11.5 Recordkeeping

Records of all communications with Panel members, with respect to the quotation process and all subsequent purchases made through the Panel, must be kept. For the creation of a Panel, this includes:

• The procurement initiation document such as a procurement business case which justifies the need for a Panel to be created;

- Procurement planning and approval documentation which describes how the procurement process is to be undertaken to create and manage the Panel;
- Request for applications documentation;
- Copy of public advertisement inviting applications;
- Copies of applications received;
- Evaluation documentation, including clarifications sought;
- Negotiation documents such as negotiation plans and negotiation logs;
- Approval of award documentation;
- All correspondence to applicants notifying of the establishment and composition of the Panel such as award letters;
- Contract Management Plans which describes how the contract will be managed;
 and
- Copies of any framework agreements entered into with pre-qualified suppliers.

The Shire of Katanning is also to retain itemised records of all requests for quotation, including quotations received from pre-qualified suppliers and contracts awarded to Panel members. A unique reference number shall be applied to all records relating to each quotation process, which is to also be quoted on each purchase order issued under the Contract.

Information with regards to the Panel offerings, including details of suppliers appointed to the Panel, must be kept up to date, consistent and made available for access by all officers and employees of the Shire of Katanning.

12 Adoption

Adoption of this Purchasing Policy was endorsed by the Shire of Katanning by:

	Date	Signature
CEO		
Shire President		

Policy/Procedure Links:

	Policy Number	Reference
Records Management Policy		
Regional Price Preference Policy		
Corporate Credit Card Policy		

Resolution No: Committee

Ordinary Council OC49/09

Resolution Date: 22 October 2008

Amended: 25 June 2009 OC157/09

23 September 2009 OC43/10 23 February 2011 OC292/11 27 April 2011 OC331/11 25 October 2011 OC29/12 23 November 2011 OC58/12 14 December 2011 OC78/12 27 June 2012 C173/12 25 July 2012 OC198/12 24 July 2013 OC86/13 25 September 2013 OC112/13 22 October 2014 OC106/14 26 February 2015 OC7/15 OC96/15 23 September 2015 24 November 2015 OC120/15

Source: Procurement and Executive Support Officer

Date of Review: October annually

Review

Responsibility: Chief Executive Officer



COUNCIL POLICY

BUY LOCALLY – REGIONAL PRICE PREFERENCE

Policy No

Policy Subject: Buy Locally – Regional Price Preference Policy

1 Policy Statement:

The Shire of Katanning will encourage local industry to do business with Council through the adoption of a Buy Locally – Regional Price Preference Policy to be used in conjunction with standard quotation or tender considerations.

The region (Defined Area) for the purpose of the Buy Locally-Regional Price Preference Policy is the area falling within the boundaries of the Local Government Authorities of Katanning, Kent, Gnowangerup, Broomehill Tambellup, Kojonup, Woodanilling, Wagin and Dumbleyung.

2 Objectives:

To support local business within the Defined Area by giving preferential consideration to regional suppliers in the procurement of goods and services.

3 Guidelines:

3.1 Regional Price Preference

- A price preference will apply to eligible suppliers who are defined as based in, operate from or source goods or services from within the Defined Area in relation to all tenders and quotations invited by the Shire for the supply of goods, services and construction (building) services, unless the tender/quotation document specifically states prior to advertising of the tender/quotation that this policy does not apply.
- The regional price preference enables tenders and quotations to be evaluated as if the proposed price were reduced in accordance with permitted price preference as specified below in this policy.
- This policy will operate in conjunction with the purchasing considerations and procedures for tenders and quotations as outlined in the Shire's 'Purchasing Policy' when evaluating and awarding contracts.
- The price preference can be up to 5% of the value of goods and services but will only apply to goods over the value of \$1,000 and the maximum value of the price preference cannot exceed \$20,000 for purchases over \$400,000;

3.2 Qualifying Criteria

A supplier of goods or services who submits a tender/quotation is regarded as being an eligible supplier if:

- (a) that supplier has been operating a business continuously out of premises in the Defined Area for at least six months before the time after which further tenders/quotations cannot be submitted. This is further defined as follows and the supplier will be required to meet all of these criteria:
 - i. the supplier to have a physical business premises (in the form of an office, depot, shop, outlet, headquarters or other premises where goods or services are being supplied from), located in the Defined Area. This does not exclude suppliers whose registered business is located outside the Defined Area but undertake the business from premises located in the Defined Area;
 - ii. the physical location of the business premises in the Defined Area has been operating on an ongoing basis for more than six months prior to the closing date for the tender;
 - iii. a business having permanent staff that are based at the business premises located in the Defined Area;
 - iv. management or delivery of the majority of the tendered outcomes will be carried out from the business premises located in the Defined Area; and
 - v. the business being registered or licensed in Western Australia; or
- (b) some or all of the goods or services are to be supplied from Defined Area sources. Goods and/or services that form a part of a tender/quotation submitted may be wholly supplied from Defined Area sources; or partly supplied, and partly supplied from outside the Defined Area. Only those goods or services identified in the tender/quotation as being from Defined Area sources may be included in the discounted calculations that form a part of the assessments of a tender/quotation when the regional price preference policy is in operation.

In order for the policy to apply, the supplier is required to provide to the Shire written evidence within the tender/quotation submission which demonstrates compliance with the above criteria.

Suppliers who claim that they will use goods, materials or services supplied from regional sources in the delivery of the contract outcomes will be required, as part of the contract conditions, to demonstrate that they have used them.

4 Roles and Responsibilities

As much as practicable, the Shire of Katanning will:

- where appropriate, consider buying practices, procedures and specifications that do not unfairly disadvantage local businesses;
- consider indirect benefits that have flow on benefits for local suppliers (i.e. servicing and support);
- explore the capability of local businesses to meet requirements and ensure that Requests for Quotation and Tenders are designed to accommodate the capabilities of local businesses;
- avoid bias in the design and specifications for Requests for Quotation and Tenders –
 all Requests must be structured to encourage local businesses to bid;

- use a competitive market for their local purchasing requirements to encourage economic growth and local business partnerships where it is practical and reasonable to do so;
- ensure that the application of a local price preference is clearly identified within the quotation or tender documents to which the preference is to be applied; and
- provide adequate and consistent information to potential suppliers.

	Date	Signature
CEO		
Shire President		

Policy/Procedure Links:

	Policy Number	Reference
Records Management Policy		
Corporate Credit Card Policy		
Purchasing Policy		

Resolution No:	
Resolution Date:	
Amended:	
Source:	
Date of Review:	October annually
Review Responsibility:	Chief Executive Officer



Council Policy

Corporate Credit Card Policy

Policy No:

Policy Subject: Corporate Credit Cards

Policy Statement: The Shire of Katanning is committed to delivering best practice in the approval, issuing

and use of Corporate Credit Cards with the principles of transparency, probity and good governance and complying with the Local Government Act 1995 (the "Act") and Regulation 11 (1) (a) of the Local Government (Financial Management) Regulations 1996, (the "Regulations"). Procurement processes and practices to be complied with are

defined within this Policy and the Shire of Katanning prescribed procurement

procedures.

Objectives:

The objective of this policy is to:

- provide a clear framework to enable the use of corporate credit cards
- provide staff issued with a Corporate Credit Card clear and concise guidelines outlining its use
- reduce the risk of fraud and misuse of the corporate credit card.

The application of this policy is to be in conjunction with the Shire of Katanning Code of Conduct and Purchasing Policy.

Ethics & Integrity:

Code of Conduct

All officers and employees of the Shire of Katanning undertaking purchasing activities must have regard for the Code of Conduct requirements and shall observe the highest standards of ethics and integrity. All officers and employees of the Shire of Katanning must act in an honest and professional manner at all times which supports the standing of the Shire of Katanning.

Purchasing Principles:

The following principles, standards and behaviors must be observed and enforced by the cardholder through all stages of the purchasing process to ensure the fair and equitable treatment of all parties:

- full accountability, by the cardholder, shall be taken for all purchasing decisions and the efficient, effective and proper expenditure of public monies based on achieving value for money;
- all purchasing practices shall comply with relevant legislation, regulations, and requirements consistent with the Shire of Katanning policies and Code of Conduct;
- purchasing is to be undertaken on a competitive basis where all potential suppliers

- are treated impartially, honestly and consistently;
- all processes, evaluations and decisions shall be transparent, free from bias and fully documented in accordance with applicable policies, audit requirements and relevant legislation;
- any actual or perceived conflicts of interest are to be identified, disclosed and appropriately managed; and
- any information provided to the Shire of Katanning by a supplier shall be treated as commercial-in-confidence and should not be released unless authorised by the supplier or relevant legislation.

Usage

Shire of Katanning Corporate Credit Cards shall be used only:

- for Council business activities,
- for the purchase of goods and services in accordance with Council's Purchasing Policy.

Shire of Katanning Corporate Credit Cards do not have a cash advance facility.

Eligibility and application procedures for new Corporate Credit Cards

Issue of a corporate credit card can only be approved by the Chief Executive Officer, or in the case the card is for the Chief Executive Officer, approval is provided by the Shire President. Once approved the application must be signed by the cardholder and two (2) signatories to Council's bank accounts.

Corporate credit cards will only be issued when it is established that the anticipated usage of the card is warranted.

A credit limit of \$10,000 is to be applied to the Chief Executive Officer's corporate credit card.

A maximum credit limit of \$5,000 is to be applied to corporate credit cards approved for other employees.

The cardholder shall acknowledge and accept conditions of use of the Shire of Katanning Corporate Credit Card. *Attachment 1a: Corporate Credit Cardholder Agreement.*

Corporate Credit Card reconciliation procedures

Transactions are to be recorded on the Credit Card Receipt Form and presented to the Creditors Officer within 7 days of the transaction.

Transactions will be supported by a GST invoice stating the type of goods/services purchased, amount of goods/services purchased and the price paid for the goods/services. The receipt shall meet the requirements of the *Goods and Services Tax Act 1999* to enable an input tax credit to be claimed where available/appropriate.

Transactions shall be accompanied by a succinct explanation of why the expense was incurred.

Transactions shall be accompanied by an account/job number for costing purposes.

If no supporting documentation is available the cardholder will provide a declaration detailing the nature of the expense and must state on that declaration 'all expenditure is of a business nature'. Attachment 1b: Corporate Credit Cardholder Agreement.

Approval of this expense is referred to the Chief Executive Officer.

Should a lack of detail be a regular occurrence for a particular cardholder, the cardholder may be refused access to a credit card in the future. Use of a declaration is for exceptional cases rather than the norm.

Should approval of expenses be denied by the Chief Executive Officer, recovery of the expense shall be met by the cardholder.

Review of Corporate Credit Card use

The Creditors Officer shall review the monthly expenditure undertaken by each staff member.

All receipts and documentation will be reviewed and any expenses that do not appear to represent fair and reasonable business expenses shall be referred to the Chief Executive Officer by the Manager Finance for a decision.

The CEO shall review the monthly expenditure on the staff credit card reconciliations monthly and will be required to authorise and sign the statements. The Shire President shall review the monthly expenditure of the Chief Executive Officer and will be required to authorise and sign the statement.

External scrutiny of the credit card expenditure will also be undertaken as part of the external audit process of Council's finances.

Review of Credit Card Limits

Credit limits are reviewed annually for all cardholders. If there is a request for a variation to the monthly limit, a business case will need to be provided to the Chief Executive Officer for consideration.

Procedures for lost, stolen and damaged cards

The loss or theft of a credit card must be immediately reported by the cardholder to the card provider regardless of the time or day discovered. The cardholder must also formally advise the Manager Finance of the loss or theft on the next working day.

Advice of a damaged card is to be provided to the Manager Finance who will organise a replacement card.

Destruction of Corporate Credit Cards

In the event of an employee ceasing employment with the Shire of Katanning or an employee being moved to a position that does not require a corporate credit card the card is to be:

- surrendered to the employees supervisor immediately on ceasing of employment or change in job role;
- handed as soon as practicable to the Manager Finance,
- destroyed, the Manager Finance is to make the arrangements for the credit card to be destroyed and to ensure that the employees' status on the Corporate Credit Card

Register is to reflect that the card has been surrendered and destroyed. The register needs to have the date the card was destroyed and by whom. All the steps in the process are to be documented and on completion it is to be recorded and processed with the Records Officer.

Consequences

This policy represents the formal policy and expected standards of the Shire. It is imperative that staff with purchasing authority and in possession of a Corporate Credit Card retain appropriate documentation to substantiate their expenditure. Elected Members and Employees are reminded of their obligations under the Shire's Code of Conduct to give full effect to the lawful policies, decisions and practices of the Shire.

ROLES AND RESPONSIBILITIES

Corporate Credit Cardholders responsibilities

- Ensure corporate credit cards are maintained in a secure manner and guarded against improper use. Credit card details are not to be released to anyone. Credit card purchases are to be made by the Cardholder.
- Corporate credit cards are to be used only for Shire of Katanning official activities, there is no approval given for any private use.
- All documentation regarding a corporate credit card transaction is to be retained by the cardholder and produced as part of the reconciliation procedure.
- Credit limits are not to be exceeded.
- The use of the credit card shall not be tied to any type of reward system that provides cardholders with any personal benefit or reward.
- Purchases on the corporate credit card are to be made in accordance with the Shire of Katanning Purchasing Policy.
- Monthly reconciliations of the credit card purchases are to be completed within seven
 (7) days of the date of the corporate credit card statement being issued by Financial
 Services with all reconciliation dockets attached to equal the balance of credit used.
- Corporate credit cards are to be returned to the Manager Finance on or before the employee's termination date with a full acquittal of expenses.
- Corporate credit cards are to be handed in to the Manager Finance for the duration
 of extended leave, considered to be of two weeks or more, to be kept in the Shire
 safe.
- All cardholder responsibilities as outlined by the card provider.

	Date	Signature
CEO		
Shire President		

Policy/Procedure Links:

	Policy Number	Reference
Records Management Policy		
Corporate Credit Card Policy		
Purchasing Policy		

Resolution No:	
Resolution Date:	
Amended:	
Source:	
Date of Review:	October annually
Review Responsibility:	Chief Executive Officer

Attachment 1a



Corporate Credit Cardholder Agreement

I ______ (name) acknowledge and accept the conditions listed below which govern the use of the Shire of Katanning Corporate Credit Card:

Conditions of Use

- 1. Ensure corporate credit cards are maintained in a secure manner and guarded against improper use.
- 2. Corporate credit cards are to be used only for Shire of Katanning official activities, there is no approval given for any private use.
- 3. All documentation regarding a corporate credit card transaction is to be retained by, or provided to, the cardholder and produced as part of the reconciliation procedure.
- 4. Credit limits are not to be exceeded.
- 5. The use of the credit card shall not be tied to any type of reward system that provides cardholders with any personal benefit or reward.
- 6. Observe all cardholder responsibilities as outlined by the card provider.
- 7. Purchases on the corporate credit card are to be made in accordance with Shire of Katanning Purchasing Policy.
- 8. Transactions will be supported by a GST invoice stating the type of goods purchased, amount of goods purchased and the price paid for the goods. The receipt shall meet the requirements of the *Goods and Services Tax Act 1999* to enable an input tax credit to be claimed where available/appropriate.
- 9. Transactions shall be accompanied by a succinct explanation of why the expense was incurred.
- 10. Transactions shall be accompanied by a job number for costing purposes.
- 11. If no supporting documentation is available the cardholder will provide the declaration detailing the nature of the expense and must state on that declaration 'all expenditure is of a business nature'
 - Approval of this expense is referred to the Chief Executive Officer for a decision. Regular failure to provide documented records may result in the card being forfeited.
 - Should approval of expenses be denied by the Chief Executive Officer, reimbursement of the expense shall be met by the cardholder.
- 12. Lost or stolen cards shall be reported immediately to the card provider and a written account of the circumstances shall be provided to the Manager finance on the next working day.
- 13. Corporate Credit Cards are to be returned to the Manager Finance on or before the employee's termination date with a full acquittal of expenses.
- 14. Corporate Credit Cards are to be returned to the Manager Finance before an employee begins an extended period of leave being of 2 weeks or more.

Failure to comply with any of these requirements could result in the card being withdrawn from the employee. In the event of loss or theft through negligence or failure to comply with the Shire of Katanning Corporate Credit Card Policy any liability arising from the use of the card may be passed to the cardholder.

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The use of a Shire of Katanning Corporate Credit Card is subject to the provisions of the Code of Conduct of Shire of Katanning. Any serious transgression of the above listed responsibilities or the Code of Conduct may result in an appropriate referral under the *Corruption and Crime Commission Act 2003* and/or



Shire of Katanning

EVALUATION REPORT

RFT 04/2016: EXTENSION TO KATANNING LEISURE CENTRE

Prepared by Shirley King Ching 19 September 2016



BACKGROUND

Title

The Shire of Katanning issued a Request For Tender (RFT 04/2016) for Extension to Katanning Leisure Centre.

Scope

The works for the completion of the extension of the Katanning Leisure Centre include a gym extension fit for gymnastics training and viewing, including:

- Supply and installation of lighting and power
- Supply and installation of communication devices linked to existing
- Supply and installation of emergency response devices linked to existing
- Provide all guarantees, warranties, certificates and as-constructed drawings of the already completed works by others and work covered by this contract.
- Dilapidation survey of existing building.

The scope is fully documented with architectural, structural, electrical drawings and specifications.

Contract Period

The contract is for 6 months period with project completion on or before 15 March 2017.

Tendering Budget

The cost for this procurement was completed internally and the appropriate project budget secured.

RFT PROCESS

Procurement Plan

No specific procurement plan prepared. Procurement procedure followed WALGA standard procedure.

Pre-Tender Estimate

The pre-tender estimate contract value is \$675,000.

Advertising Details

The RFT was advertised in The West Australian on 20 August 2016 and Great Southern Herald on 24 August 2016. The RFT was also advertised on the WALGA TenderLink e-Tendering Portal.



Tender Briefing/ Site Visit

A non-mandatory tender/ site briefing was held on 2 September 2016, 9:00-10:00 am which was attended by Wauters, Programmed, Neowest and Cockram.

RFT Closing Date

The RFT closing date was 12 September 2016, 2:00 pm

RFT Response Rate

5 submissions were received

Tenders Received

Tender submissions were received from the following organisations:

- (a) Price Construction in partnership with Cardrona Devts.
- (b) Wauters Enterprises
- (c) Neowest Construction
- (d) Programmed Facility Management
- (e) Cockram Construction

EVALUATION PANEL

Participants

An evaluation panel assessed each tender submission. Details on members of the panel are contained within the below table.

Name	Organisation	Title	Basis of Participation
Shirley King Ching	Shire of Katanning	Project Manager	Project Manager/ Exec. staff
Serena Sandwell	Shire of Katanning	Shire Councillor	Shire Councillor
Jenny Cristinelli	Shire of Katanning	KLC Manager	Facilities manager- KLC

Evaluation Material

Prior to the evaluation meeting, each panel member was provided:

- (a) a copy of each tender submission;
- (b) an evaluation handbook. The handbook outlined the scoring process, and contained copies of scoring sheets; and
- (c) each member of the evaluation committee disclosed any potential conflicts of interest or prior knowledge of the Tenderers.

Evaluation Process

(a) each panel member individually read and assessed each tender;



- (b) the panel convened, discussed the tenders and reached a consensus on the preferred Tenderer; and
- (c) clarifications were sought from the Tenderers and responses recorded.

THE EVALUATION

Compliance Evaluation

A. Compliance Criteria

The compliance criteria for this RFT were:

- (a) Compliance with the conditions of tendering and contract
- (b) Compliance with the specification
- (c) Financial capacity to perform the proposed contract
- (d) Sub-contracting
- (e) Conflict of Interest
- (f) Quality Assurance and Quality Management
- (g) Insurance Coverage
- (h) Trustee
- (i) Maintenance of registrations, licenses and qualifications

Evaluation of Compliance Criteria

Compliance Criteria were evaluated on a "Yes/No" basis. The qualitative assessment was completed by the Evaluation Panel on 15 September 2016.

All submissions were processed through to the qualitative/price evaluation on the basis that all compliance criteria had been met.

B. Qualitative Assessment

Qualitative Criteria

The qualitative criteria for this tender were:

- (a) Demonstrated experience in completing similar projects 25%
- (b) Capacity- 25%
- (c) Demonstrated understanding of the required tasks- 10%
- (d) Pricing- 30%
- (e) Social and Economic effects on the local community- 10%

The qualitative assessment was completed by the Evaluation Panel on 19 September 2016.



C. Tenderer's Price Summary

Tenderers were required to provide prices on a fixed lump sum cost. Any variations are also stipulated under a cost plus basis.

SUMMARY STATEMENT

Qualitative Scores

The qualitative scores received by each Tenderer:

		AVERAGE	SCORE FR	OM SKC, J	IC & SS, 19	9-9-16		RANK
		Demonst	Contract	Demonst	Social	Pricing	Score	
Lump S	um Cost	25%	25%	10%	10%	30%		
s	620,200	15.83	16.67	8.00	8.33	16.79	65.62	
s	661,351	23.00	24.67	9.87	7.33	15.91	80.78	
s	689,983	19.67	18.00	9.00	6.00	15.30	67.97	
s	699,008	22.83	23.00	9.00	6.00	15.11	75.95	
s	850,818	21.67	25.00	9.00	7.33	11.88	74.88	
	\$	\$ 620,200 \$ 661,351 \$ 689,983 \$ 699,008	\$ 620,200 15.83 \$ 661,351 23.00 \$ 689,983 19.67 \$ 699,008 22.83	Demonst Contract 25% 25%	Demonst Contract Demonst	Demonst Contract Demonst Social	\$ 620,200 15.83 16.67 8.00 8.33 16.79 \$ 661,351 23.00 24.67 9.87 7.33 15.91 \$ 689,983 19.67 18.00 9.00 6.00 15.30 \$ 699,008 22.83 23.00 9.00 6.00 15.11	Demonst Contract Demonst Social Pricing Score

The table shows that Wauters Enterprises received the highest qualitative score of 80.78%

Price

The prices submitted by each Tenderer are also shown in the table above.

The table shows that Price Construction offered the lowest price overall of \$620,200

Comparative Statement - Qualitative Criteria and Price

A summary statement for each Tenderer is provided below.

The summaries have been prepared for the purposes of providing feedback to respondents and as a brief overview of the principal issued used by the evaluation panel to reach a decision on the preferred Tenderer. The summaries are not meant to cover all criteria and issues discussed by the evaluation panel.

Tenderer 1: Price Construction

References, hasn't done recreational facilities. Visited the centre at 12 noon on Monday 12
 September when submission is due at 2 pm. Williams is not within local area, however Price construction is claiming regional preference. Section 3.4.4.2 was not filled with any values



for regional content. No ventilation in other references. Submission seems rushed. Local financial component seems too large compared to others = \$250,000.

In summary, quality of tender submission was poor. Association with Cardrona
Development was not clear. Quality management system not clearly stated and work
experience not well justified.

Tenderer 2: Wauters Enterprise

- A regional company with very good references and the buildings that they have done are Recreational Facilities to the scope of which the SoK are after. They use Regional Contractors and have worked with them for some time. They will use local businesses to purchase, and also if needed use local contractors. Local Component = \$56,600
- Well stated experience working with local government projects and projects of similar nature i.e. recreational centre in Narembeen, etc.

Tenderer 3: Neowest

- Big concerns with Litigation from previous work. More projects within the Northern areas of Australia. Tender didn't read as easily as others.
- Stated works refer more on residential or staff housing projects and not similar to this gym extension project.

Tenderer 4: Programmed

- Price variations of other projects seemed to go over budget and completion times varied. Eastern States References. Local Component about \$87,199
- While a big company, some projects stated are international (NZ) and other state.

Tenderer 3: Cockram

- Over the Shire's budget. Insurance cover exceeds requirements which are good. Some subcontractors haven't worked with the builders. Works provided is not similar to the budget or construction of the SoK gym extension. Local Component specified \$96,443 to only one local business.
- Well written submission with high quality management system and experience.

Short-listing

After the initial evaluation, Wauters was short-listed. Reference checks were conducted and discussion to confirm Wauter's critical assumptions listed in their submission.

BASIS OF DECISION

Basis

Wauters is the Evaluation Panel's recommended Tenderer. The basis for this decision is as follows:



(a) Quality

Wauters has done several projects very similar to our project and has done works for local government. Wauters has inspected the site and appears more thorough, including their nominated electrical sub-contractor. The referee reports also show their high level of performance.

(b) Price

Price submitted were close to our pre-tender estimate and while not the cheapest, Wauters ranked 2nd on price basis. In comparison to Price constructed who submitted the lowest price, Price seems to be of higher risk with lower level of quality management system in place.

In summary, Wauters Enterprises Pty Ltd is best suited to meet the request requirements at a competitive price and therefore represents value for money.

Referee Reports

As part of the evaluation process, a number of referees were contacted. The following table provides a summary of the referees contacted and their comments in relation to the recommended Tenderer.

Referee Contact	Comments
Shire of Plantagenet Rob Stewart (Sounness Park Project-\$5.5M)	Rated Wauters an over-all 5 out of 5. Very professional, easy to contact, conducts regular meetings and very good with documentation. Variations and adjustments to contracts were reasonable.
Shire of Narembeen Chris Jackson (Narembeen Recreation Centre Project- \$3.9M)	Rated Wauters an over-all 4 out of 5. Great working relations with them. Issues along the way were dealt with high professionalism. Even during defect liability period, Wauters was able to come back.

RECOMMENDATION FOR AWARD

Recommended Tenderer

Wauters Enterprises is the recommended Tenderer on the basis of best value for money.

Contract Price

The contract price is \$661,351 excluding GST.

Settlement Discount

N/A

Contract Period

The contract is for 6 months with project completing on or before 15 March 2017. Liquidated damages apply for delays.



Contract Commencement Date

It is anticipated that the contract will commence on 30th September 2016.

Issues	to	ha	Raso	lved
issues	ιU	שע	VE20	iveu

Nil.

Endorsement k	y Eva	luation	Panel
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Name	Shirley King Ching	/	1	1
Name	Jenny Cristinelli	/	1	1
Name	Serena Sandwell	/	/	/
Endorsement by CEO				
Name	Julian Murphy	/	/	/



2 February 2015

Sarah Martin Shire of Katanning 16-24 Austral Terrace Katanning WA 6317

Dear Sarah

Colour scheme for Katanning Town Hall

I refer to recent correspondence and have pleasure in enclosing the proposed colour scheme for the exterior and auditorium for the Katanning Town Hall.

Research of the original files for the construction of the second storey addition in 1928 and the conservation plan prepared by Considine and Griffiths Architects in 1999 has proved inconclusive regarding the original colours used in the painting of the building.

A paint scrape undertaken by Hocking Heritage Studio of the exterior indicated that the original colour of the façade was a shade of white. Many of the former brick buildings of similar age within the town have also been painted white so this would appear to be consistent.

Internally however no scrapes have been undertaken however due to the extent of works previously carried out it is unlikely that evidence of the original colours of the walls could be found. Therefore the colours suggested are appropriate to the age and design of the Katanning Town Hall.

As you are aware, the Katanning Town Hall was constructed in phases. The original Agricultural Hall was constructed in 1897 to a vernacular architectural style often seen in such buildings. The hall became known as the 'Mechanics' Institute' in 1899 and was improved in 1904. The first additions to the hall were constructed in 1907 to designs by Herbert Eales, who also was involved in a number of other buildings in Katanning including the Unit Hotel. The imposing second storey addition was constructed in 1927. As a result of the varied building phases, the Town Hall is a combination of Federation and inter-war architecture with features from both periods being discernible in the aesthetic of the building.

As a building dating from varied ages of development it makes choosing appropriate colours difficult. In this instance, the second storey addition constructed in the 1920s had far reaching effects on the more diminutive single storey structure and effectively gave the building an entirely new face and it would therefore seem appropriate for a colour scheme to reflect the 1920s era of development rather than from an earlier design period.

In choosing a suitable colour scheme, we are guided by publications that have specialised in the research of colours and periods of development. Once such book is 'Colour Schemes for old Australian Houses' and whilst this publication centres on domestic architecture, the colours defined for each era of development are just as appropriate for civic and commercial buildings as they are

¹ Written by Ian Evans, Clive Lucas and Ian Stapleton, 1984



for the domestic dwelling. During the 1920s, the exterior of buildings were generally painted with one or two colours including greens, creams and red oxide with rendered walls being a restrained off white, beige or pale cream.

Based on the above information, the following colour schemes are proposed:

Exterior

1. Exterior

Rendered sections of the elevation:

Details:

Porcelain Pink quarter

Porcelain Pink full

Windows, if timber frames have been reinstated):

Norfolk Green



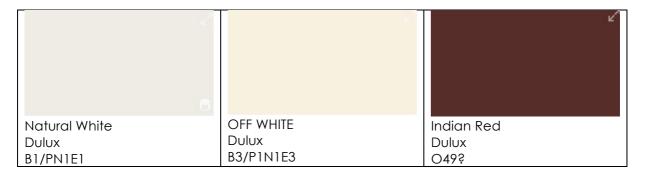
2. Exterior

Rendered sections of the elevation:

Natural White

Details: Off white or Indian Red

Windows, if timber frames have been reinstated): Indian Red



Interior

1. Interior - Auditorium

Walls: Warm Neutral Ceiling: Off White

Plaster Details including proscenium arch columns,

cornice and ceiling details: Off White

Skirtings: Natural stripped timber or painted

timber colour



Doors and door frames: White Windows, if timber frames have been reinstated): White

Warm Neutral
Dulux
P13D3

Off White
Dulux
PN1E3

2. Interior - Auditorium

Walls:

Columns:

Magnolia

Frieze:

Magnolia

Cornice:

Magnolia

Proscenium arch

Ceiling:

Plaster details to ceilings:

Rich Cream

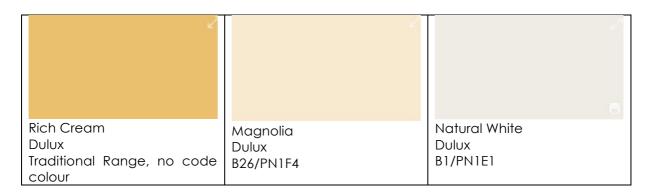
Magnolia

Magnolia

Natural White

Skirtings: Natural polished or stained timber

Windows, if timber frames have been reinstated): White Doors and door frames: White



I hope you find the attached of assistance but please do not hesitate to contact me should you require any further information.

Yours sincerely





Gemma Smith
Managing Director



Working on behalf of the Heritage Council to recognise, conserve, adapt and celebrate our State's unique cultural heritage

24 April 2015

YOUR REF OUR REF ENQUIRIES

P3960/33000

Lucy Duckham (08) 6552 4068

Chief Executive Officer Shire of Katanning 16-24 Austral Terrace Katanning WA 6317

Attn: Sam Davis

Dear Sir

KATANNING TOWN HALL Exterior and Interior Paint Scheme

Thank you for your email of 24 April 2015 regarding the proposed development at Katanning Town Hall, 22-24 Austral Terrace, Katanning.

We received information from the Shire of Katanning and Hocking Heritage Studio detailing the proposed colour scheme for the interior and exterior of the Katanning Town Hall.

The proposed development has been considered in the context of the identified cultural significance of the registered place and the following comments are given:

Findings

- The proposed interior and exterior colour scheme is based on physical and documentary evidence.
- We note that the exterior scheme will consist of Natural White for rendered sections of the elevation, Off White or Indian Red for details and Indian Red for timber windows.
- We note that the interior scheme will consist of Magnolia for interior walls, Natural White for the columns, frieze, cornice, ceiling and other details and either Murray Red or Library Red for the balcony seating balustrade.

Comments

1. The proposed works, in accordance with the information submitted, can be supported by the State Heritage Office.

Please note that these comments are provided to assist the owner in its application to the decision-making authority and are not provided under the provisions of Section 11 of the *Heritage of Western Australia Act 1990*. These

www.stateheritage.wa.gov.au info@stateheritage.wa.gov.au

comments do not replace the need for any required approvals from the decision-making authority.

Should you have any queries regarding this advice please contact Lucy Duckham at lucy.duckham@stateheritage.wa.gov.au or on 6552 4068.

Yours sincerely

Adelyn Siew

DEVELOPMENT MANAGER

cc: Gemma Smith, Hocking Heritage Studio, PO Box 7041, Shenton Park WA 6008



Katanning Regional Business Association 10 Dore Street / PO Box 801 Katanning WA 6317 business@krba.com.au 0498 212 640

Julian Murphy CEO Shire of Katanning Austral Terrace Katanning WA 6317

24th August 2016

Mr Murphy,

R.E. Proposed Christmas Trading Hours for 2016

Members of the Katanning Regional Business Association (KRBA) discussed the small business trading hours for the 2016 Festive Season at our Annual General Meeting held on Tuesday the 16th of August 2016 at the New Lodge Motel Katanning.

From this meeting, we forward the following to you to be tabled before Council as required:

Proposed Retail Christmas Trading Hours – 10:00am to 4:00pm on Sunday 27th of November, Sunday 4th of December, Sunday 11th of December and Sunday 18th of December, 2016.

Christmas on Clive Event – Saturday 10th of December 2016, from 8:00am to 9:00pm

Motion: That the above extended trading hours for the Christmas period be submitted to the Shire of Katanning for consideration and adoption.

Moved: Ronnie Hodge Seconded: Lynn Dilley

The motion was carried unanimously.

We thank the Shire of Katanning for their continued support of the KRBA and look forward to maintaining this association into the future.

Kind regards,

Katie Rigg

Business Development Officer

Katanning Regional Business Association



15 September 2016

Chief Executive Officer Shire of Katanning PO Box 130 KATANNING WA 6317

Dear Sir or Madam,

2016 REGIONAL CHRISTMAS TRADING EXTENSIONS

This year's Christmas trading extensions for the Perth metropolitan area are currently under consideration and are expected to be settled in the near future.

Consistent with previous years, a Christmas trading package is being offered to regional Local Government Authorities, that is based on the current metropolitan area trading hours.

Subject only to your confirmation, acceptance of this proposal will not require further action on your part.

Should you accept this offer, general retail shops within your locality will be able to trade from 8.00am to 9.00pm Monday to Friday, from 8.00am to 5.00pm on Saturdays and from 11.00am to 5.00pm on Sundays and public holidays, other than on Christmas Day, which will be a closed day.

The extended trading period will commence on Monday 5 December 2016 and conclude on Sunday 1 January 2017, both dates inclusive. As is the case with all extended trading variations, the decision to open or not during the additional hours provided, is at the discretion of individual retailers.

Local Government Authorities that choose to accept this package are requested to notify the Department of Commerce of their decision, at the earliest opportunity.

Local Governments that would prefer alternative retail trading arangements over the Christmas period, may apply to the Department on the enclosed application form.

To confirm your decision or to discuss this advice in greater detail, please contact this Office on (08) 6251 2453 or by email to graeme.watts@commerce.wa.gov.au.

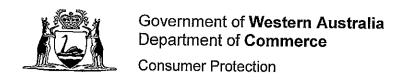
Yours sincerely

Graeme Watts

PRINCIPAL COMPLIANCE OFFICER RETAIL TRADING AUTOMOTIVE, MARINE AND TRADING HOURS BRANCH

A15631100





NON METROPOLITAN LOCAL GOVERNMENT APPLICATION FOR EXTENDED TRADING HOURS

TEMPORARY / SHORT TERM ADJUSTMENTS

1.	Lodged by:		
Spc	onsoring Local Government		
Pos	stal Address		
Sub	burb / Town		Post Code
Con	ntact Person		
Tele	ephone	Facsimile	
with	important to note that submission in 12 months of a previous appli ufficient retailer and / or community	ication which was defeated / not	
2.	Dates and / or Times required	l:	
			, may be
If sp	pace here is insufficient, please con	ntinue on a separate sheet.	
3.	Location:		

Please specify the exact area the proposed trading extension will apply to eg. Local Government boundaries, town boundaries, individual buildings or streets etc.

4, ——	Reason for submission:
5.	Undertaking:
	SUPPORT AND TRADERS' OPENING DISCRETION
"I cor	nfirm the proposed trading extension is supported by -
(nam	ne of the local trader organisation consulted eg. Local Chamber of Commerce)
	majority of local community members and retailers and the clear majority of local acillors.
to ex	her confirm that, should approval be granted, all traders will be advised of their rights kercise individual discretion whether to open or not during the proposed trading asion."
Signa	ature Date
Name	e / Position:
6.	Lodgement of applications:
Pleas to:	se forward completed applications at least TWO WEEKS prior to the planned activity
Auto	motive, Marine and Trading Hours Branch

Department of Commerce
Locked Bag 14
CLOISTERS SQUARE 6850 or by fax to: (08) 6251 2818

If you have any enquiries regarding your application please contact the Retail Trading Unit on (08) 6251 1406.

A280045

23rd August 2016

The Chief Executive Officer. Mr Julian Murphy Shire of Katanning PO Box 130 KATANNING WA 6317

Dear Mr Murphy and to whom it may concern,

Re: Annual Rate Payment for 2016-2017 - 7 Dore Street, Katanning.

I am writing requesting that Council consider a reduction in the rates payable on the property located at the corner of Dore and Baker Street, which is owned by the Katanning Arts and Craft group incorporated.

Currently, the group has forty nine financial members who are mainly senior citizens. Each member pay's a subscription of \$40.00 per year and a levy payment of \$3.00 for each craft group they attend.

We are a non-profit-making club who provides an enjoyable and productive place for the members to meet and enjoy their craft, socialize and exchange ideas on each of their respective crafts. As the majority of members are senior citizens it is an impost for them to contribute any additional monies for the upkeep and general maintenance of the building.

Previously the group has had an annual open day each November to fund-raise with the sale of Art and craft items. The monies raised are an additional source of revenue to help cover the various costs that arise with the running of such a group. Because of the age of our members it has now become difficult to continue with the open days as were held in the past.

I have attached a copy of the annual financial report provided by our treasurer. There is also an investment of \$25,000.00 which has been put aside to cover any costs arising for major costs of maintenance to the building and surrounds.

With the ever increasing costs associated with the running of this group and property, consideration in the reduction of Council rates or exemption of rates, would be greatly appreciated.

Thank you in anticipation,

Yours faithfully,

Judy Kemp

Secretary, Katanning Arts and Craft.

PO Box 169, KATANNING WA 6317

Financial Report as at 1st Aug 2016.

Opening balance:---

\$ <u>4858.25</u>

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Subs (2)	80.00
Subs (2) 1/2	40.00
Levies	680.00
Stock replacement	30.35
	10.00
Library	5.60
Photocopier	4.00

\$<u>849.95</u>

Expenses:.....

Synergy		282.45
BKW groceries	July	206.23
BKW " "	June	17.20
Water corp		80.06
K Green cleaning	June	60.00
K Green cleaning	July	60.00
Roxanne OToole	flowers	50.00

\$ 755.94

Closing balance:.....

\$ 4952.26

Term deposit\$ 5000.00..... into new saving acc.

COUNCIL OFFICE: AUSTRAL TERRACE

PO Box 130 KATANNING WA 6317

TELEPHONE: (08) 9821 9999

FACSIMILE:

(08) 9821 9998

ABN 37 965 647 680

AE DE ADDRESS Hoderôg

OFFICE HOURS: MON - FRI 8.30 am - 5.00 pm CASH TRANSACTIONS CLOSE AT 4.30 pm



Shire of Katanning Heart of the Great Southern

RATE NOTICE

1 JULY 2016 TO 30 JUNE 2017

CHIEF EXECUTIVE OFFICER

J MURPHY DATE ISSUED

25.08.2016

ASSESSMENT NUMBER

A884

KATANNING ARTS AND CRAFTS SOCIETY INC PO BOX 169 KATANNING WA 6317

NOTICE IS HEREBY GIVEN THAT THE COUN	OF VALUATION AND RAT ICIL OF THE SHIRE OF KAT YOU ARE THE OWNER IS	ANNING HAS ORDER	RED AND DIREC	TED THAT THE U ECIFIED.	NDERMENTIONED
DETAILS OF RATED PROPERTY 7 DORE ST KATAN LOTS/LOCATIONS OR OTHER INFORMATION	INING		k	ATANNING	
9(205 206) KATANNING					
VALUATION \$9,880.00 - GR.V MINIMUM PAYMENT \$915.00	RATING DETAIL. 1 BATE IN S OR CHARGE PER SERVICE	TOWN CENTRE	AI	DUE DAYE	30:09:2016. TOTAL
TOWN CENTRE WASTE RATE - GRV EMERGENCY SERVICES LEVY EST CATEGORY 4, PROPERTY USE COMMERCIAL 120LT COMMERCIAL BIN SOIL CONSERVATION CHARGE GST 1S NIL LESS 2:00 % IF TOTAL RECEIVED BY 4 PM 30/09/2	1@265.00 1@30.00	\$928.30 \$31.00 \$71.00 \$265.00 \$30.00			\$928.30 \$31.00 \$71.00 \$265.00 \$30.00
PAYMENT DUE - IF PAID IN FULL		OPTIONS	DUE DATE	30.09.2016	\$1,325,30 \$ 1,306.73
A Discount of \$18.57 will be OPTION 2 PAYMENT BY TWO INSTALMENT CHARGE \$ 22.20	S:	1ST INSTALMENT 2ND INSTALMENT	DUE DATE	30.09.2016 02.02.2017	\$ 688.75 \$ 658.75
PTION 2 PAYMENT BY TWO INSTALMENTS	s ,	1ST INSTALMENT	DUE DATE	•	, _
PAYMENT BY TWO INSTALMENT INSTALMENT CHARGES 22.20 TOTAL COST \$ 1,347.50 PAYMENT BY FOUR INSTALMENT INSTALMENT CHARGES 48.30 TOTAL COST \$ 1,373.60 NOTE: 1ST INSTALMENT CHARGES 1.373.60 NOTE: 1ST INSTALMENT COST S 1.373.60	S TALMENT INCLUDES A JNLESS: JE AND (2) THIS BOX IS TIC	1ST INSTALMENT 2ND INSTALMENT 1ST INSTALMENT 2ND INSTALMENT 3RD INSTALMENT 4TH INSTALMENT ALL ARREARS OF	DUE DATE DUE DATE DUE DATE DUE DATE DUE DATE RATES & CHA	02.02.2017 30.09.2016 01.12.2016 02.02.2017 06.04.2017	\$ 658.75 \$ 365.99 \$ 335.87 \$ 335.87 \$ 335.87
PAYMENT BY TWO INSTALMENT INSTALMENT CHARGES 22.20 TOTAL COST \$ 1,347.50 PAYMENT BY FOUR INSTALMENT INSTALMENT CHARGES 48.30 TOTAL COST \$ 1,373.60 NOTE: 1ST INSTALL REMITTANCES: NO RECEIPT WILL BE ISSUED IN THE NOTICE IS RETURNED INTACT WITH REMITTANCE.	S TALMENT INCLUDES A JNLESS: JE AND (2) THIS BOX IS TIC	1ST INSTALMENT 2ND INSTALMENT 1ST INSTALMENT 2ND INSTALMENT 3RD INSTALMENT 4TH INSTALMENT	DUE DATE DUE DATE DUE DATE DUE DATE DUE DATE RATES & CHA	02.02.2017 30.09.2016 01.12.2016 02.02.2017 06.04.2017	\$ 658.75 \$ 365.99 \$ 335.87 \$ 335.87
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PAYMENT BY TWO INSTALMENT INSTALMENT CHARGES 22,20 TOTAL COST \$ 1,347.50 PAYMENT BY FOUR INSTALMENT INSTALMENT CHARGES 48.30 TOTAL COST \$ 1,373.60 NOTE: 1ST INSTALMENT CHARGES 1.373.60 NOTE: 1ST INSTALMENT WITH REMITTANCE IN THE NOTICE IS RETURNED INTACT WITH REMITTANCE IN THE NOTICE IS REQUIRED RETAIN TOP PORTION FOR INDICATE IN THE NOTICE IS REQUIRED RETAIN TOP PORTION FOR INDICATE IN THE NOTICE IS REQUIRED RETAIN TOP PORTION FOR INDICATE IN THE NOTICE IS REQUIRED RETAIN TOP PORTION FOR INDICATE IN THE NOTICE IS REQUIRED RETAIN TOP PORTION FOR INDICATE IN THE NOTICE IS RETAINED.	S: TALMENT INCLUDES A JNLESS: SE AND (2) THIS BOX IS TIC	1ST INSTALMENT 2ND INSTALMENT 1ST INSTALMENT 2ND INSTALMENT 3RD INSTALMENT 4TH INSTALMENT ALL ARREARS OF EXED OFFICE COPY ONLY CASH / CHEQUE	DUE DATE DUE DATE DUE DATE DUE DATE DUE DATE RATES & CHA	02.02.2017 30.09.2016 01.12.2016 02.02.2017 06.04.2017	\$ 658.75 \$ 365.99 \$ 335.87 \$ 335.87 \$ 335.87

Riller Code: 1001453

CONTRACTOR OF THE PROPERTY OF

EV MANU

OPTION 3 (1st INSTAL.) \$ PAYING BY CREDIT CARD

365.99

BPoint for Credit card payments

Logon to www.bpoint.com.au - Click on to pay my Bill and follow the prompts. Or visit www.katanning.wa.gov.au - Services - Rates & follow the prompts. Your Biller Code and Customer Reference number are located at the bottom of your Rates Notice.

- Payment may be made at the office of the Council as shown on the face side hereof.
- Cheques and money orders should be made payable to Shire of Katanning.
- if bank notes are forwarded by post, the letter should be registered.
- Where no election has been made to enter into an instalment option or alternative arrangements made, and where rates and service charges remain outstanding 35 days after the original date of issue, legal action may be taken for their recovery.
- If Payment of Rates falls into arrears for a period of three years or more the Council may:
 - from time to time lease the land;
 - sell the land;
 - cause the land to be transferred to the Crown;
 - cause the land to be transferred to itself
- All costs associated with the legal action are recoverable from the ratepayer and will be added to your account.
- A receipt will not be issued unless specifically requested.

2 PAYMENT OPTIONS

- Ratepayers have the option of paying rates and charges by way of:
 - Payment in full by the due date.
 - Payment by instalment.
- Where the instalment option is taken, rate accounts shall be levied with an additional instalment charge. Details of this charge are contained on the front of the notice. When paying instalments, cheques and money orders should be made out for the exact amount of the instalment and should be paid by the due date to avoid penalty interest. The right to pay by instalments is forfeited if your first payment is not received by the

NOTE: Payment of the first instalment shall include all arrears outstanding from

3 RATES PENALTY FOR LATE PAYMENT (SECTION 6.51 LOCAL GOVERNMENT ACT 1995) (Eligible pensioners and seniors are exempt)

- No instalment option taken Interest shall begin to accrue on all rates and charges that remain unpaid 35 days after the original date of issue.
- Instalment option taken Interest shall begin to accrue on any instalment payment that remains unpaid after the due date of the instalment, until such time as the instalment is paid.
- Accounts in arrears Interest shall begin to accrue as of 1st July on all rates and charges including previous interest charges, that remain in arrears.

NOTE: Interest shall accrue on a daily basis using simple interest at rate set by the Council in the budget for that financial year.

ARRANGEMENTS

Ratepayers experiencing financial hardship are urged to contact Council as soon as possible in order to work out a mutually satisfactory payment arrangement to allow them to pay off their rates debt in a more manageable fashion. An additional administration fee will apply. Where a ratepayer makes and adheres to a satisfactory payment arrangement to clear an outstanding rates debt, no further legal action will be taken.

view in regards to variablents. Objections (if any) must be lodged with the Landdate's valuation service, PO BOX 2222, MIDLAND WA 6936. Objections to the valuation must be made in writing and lodged at Landgate within 60 days of the date of issue of this notice.

NOTE: Section 6.81 of the local government act 1995 provides that rates must still be paid by the due date, but are subject to adjustment if objection is successful.

PENSIONERS AND SENIORS

Eligibility provisions for any person seeking to register with Council for a rating concession

must be an owner/occupier of rateable property at 1 July or earlier; and

If a Pensioner, either:

- must receive a pension from Centrelink or Veterans Affairs AND hold a current Pensioner Concession Card or State Concession Card, or
- hold both a Seniors Card issued by the Office of Seniors Interests AND a Commonwealth Seniors Health Card.

If a Senior,

Hold a Seniors Card issued by the Office of Seniors Interests. Seniors who meet the eligibility criteria are entitled to claim a rebate of up to 25% (subject to maximum amount). The option to defer is not available.

If you are not registered with the Council as an eligible Pensioner or Senior, and feel that you may be eligible, please contact the Shires rates section immediately. Rebates apply to current rates only, and not to rubbish collection, levies or other charges, which MUST be paid by the due date of this notice. If these charges are not paid within 35 days of this original notice, legal action may be taken to recover them.

When a registered Pensioner/Senior ceases to be entitled, that person MUST give notice immediately to the council so that the registration may be amended/cancelled.

A pro-rate rebate may be available from the date of REGISTRATION to Pensioners/ Seniors who become eligible after 1 July.

REBATES ARE FUNDED BY THE WA STATE GOVERNMENT

From 1 July 2016, rebates will be capped at a level determined by the WA State Government.

EMERGENCY SERVICES LEVY

The emergency services levy is forwarded to DFES to fund the Career Fire and Rescue Service, Volunteer Fire and Rescue Service, Bush Fire Brigades, SES units and DFES units throughout Western Australia. This is a State Government levy which is collected by the Local Government.

SOIL CONSERVATION LEVY

For the purpose of assisting whith the funding of the following projects.

- (i) Katanning Land Care District Committee Catchment Liason Officer and Resource
- (ii) Project development for onground works for Salinity Management.

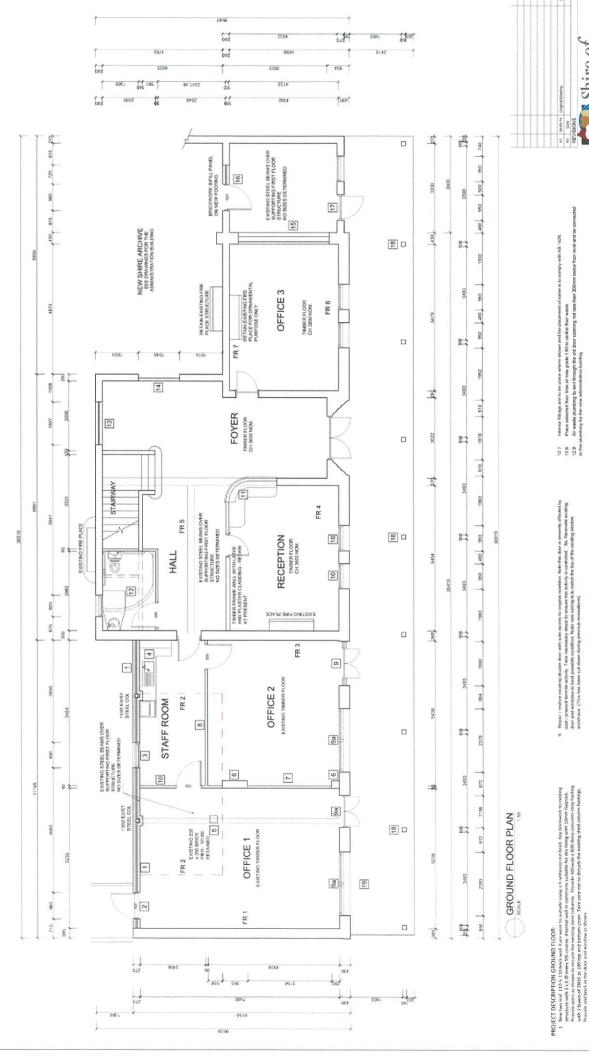
WASTE COLLECTION RATE

The Shire of Katanning charges a Waste Collection Rate on all rateable properties for the purpose of providing for the waste services available in the Shire of Katanning. This includes the provision of a local refuse site, street bins and street sweeping.

10 SWIMMING POOL INSPECTION CHARGE

The Shire of Katanning is legally required to conduct an assessment of safety barriers of all privately owned swimming pools within the Shire of Katanning once every four years. Properties that contain a swimming pool or spa are subject to an inspection charge.

CHANGE OF ADDRESS PLEASE SHOW CURRENT DETAILS BELOW	
	IF YOU WISH FOR YOUR CHARGE ACCOUNT TO BE DEBITED, PLEASE COMPLETE THIS AUTHORITY
PHONE NO: ASSESSMENT NO:	CARD NUMBER
NAME(S) IN FULL	
	TICK ONE BOX
PROPERTY ADDRESS	VISA (
	CARD HOLDER'S NAME
POSTCODE	
PREVIOUS MAILING ADDRESS	EXPIRY DATE / /
NEW MAILING ADDRESS.	
	CARD HOLDER'S SIGNATURE
SIGNED.	DATE / / AMOUNTS



Repair / resistre existing duckler door with side panels to criptinal condition. Neek this door is severely afficiated by present present parties of present terms from the panels existing and present the critical parties of the panels existing door and servicely as conditional. But Demonstra existing door and servicely as to exist possible considered, before one existing as from that the top of the existing vertical existing vertical existing a reconstruction.

11 Rebeim statisting curved matt. Seminore examining glass cantillion in health level 400mm wich counted bot at a beingth for metals wast. Provide and it was followed was carried morphism dees at a height of 720mm as shown. Tetherina was breasts and 820 opening door "height selform,"

rung "Earthwool R2.5 HD 90 x

Provide 90 x 35 Stad was A 450 creates with 12mm gaprack and sound insulation using 4 30 Account Batts' to the space in the usate and had from the rear end of the arch to 14 Austral new 92 Perm flush paner to led cost door at whow.

8. Provide 90 x 35 Stud was at 450 centres with 12mm gyprock 430 Acoustic Basts' between office 2 and staff room as show

This is an existing square arch of brick and striel supporting the overhea during all work. It is to lined with gyprock in conjunction with wall No 7.

Care is to be taken during all work: structure including the South East?

12 UNIVERSIA ACCESS TORET - (UAT)
TO A control in the information of one width shown. Notice above the related section of the proling
waster to control in the information of the proling of the proling

interror filtings are to be place where shown and the placement of same is to A wase selected for eithe at many that 10 to contract loor weals. A wase building to eithe suit through grads 10 to contract loor weals was being the part through the old door counting not less than 200ms handled for the row adventuration building. 12.7 12.8 12.9 to Pherplu

3045

13. Remove available doors and feates. Brick up the availating door neided glosses, Render and restor to adjoining surfaces. 14. Removes existing doors and feates. Brick vin the existing door inside (Foyet viell face. Render and metric to adjoining uttern inside (Foyet viell face.) Render and metric to adjoining strate.

15. Fresti is tracking walf. - bried 1 blood or sheel frame and develoably the engineer. That from the wall to applicing another, we should be applicated to the same of the s

Katanning UNIT HOTEL REDEVELOPMENT AUSTRAL TERRACE - KATAMINIS heart of the great southern C 418 A 01 Shire of Spds GROUND FLOOR PLAN