



ATTACHMENTS

Special Council Meeting

Under Separate Cover

Wednesday, 18 February 2026

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**EXPRESSION OF INTEREST FORM****LEASE OF SHOP AT NO. 34 (LOT 16) RANKIN STREET, KONDININ****SUMMARY:**

The Shire of Kondinin is seeking Expressions of Interest for the lease of the recently vacated shop at No. 34 (Lot 16) Rankin Street (Gordon Street frontage), Kondinin

EOI ENQUIRIES:

Tory Young
Manager Planning and Assets
Telephone: 9889 1006
Email: mpd@kondinin.wa.gov.au

LODGEMENT OF EOI:**Electronic**

cso@kondinin.wa.gov.au with the subject title "EOI – lease of shop at No. 34 Rankin Street, Kondinin"

In person:

Shire of Kondinin Office located at 11 Gordon Street, Kondinin

CLOSING DATE:

4pm, Wednesday 10th December 2025

1. APPLICANT DETAILS

Name	
Organization / Business	
ABN	
Address	
Phone Number	
Email Address	

2. PROPOSAL DETAILS

Outline your proposal for the leased premises

3. STRATEGIC CONTEXT

Proposals for the leased premises are to align with the following Objectives of the Shire's Strategic Community Plan 2022 – 2032.

OBJECTIVE – COMMUNITY

Strategic Priority

1.1 Community Members have the opportunity to be active, engaged and connected.

Outline your response here

OBJECTIVE – ECONOMY

Strategic Priority

2.1 Support the diverse industry across the Shire.

Outline your response here

4. CAPACITY TO MANAGE LEASE

Outline your capacity to manage the leased premises.

5. OFFER

Weekly Rent Offered	\$
Proposed Lease Period Offered	
Proposed Lease Start Date	

6. CONDITIONS OF SUBMISSION

- Documentation submitted will become the property of the Shire of Kondinin records;
- Late submissions will not be accepted; and
- The choice of preferred EOI by the Shire of Kondinin is final.

7. DECLARATION

I declare that the details provided above, the best of my knowledge, are true and correct

Name:

Signature:

Date:

8. EVALUATION CRITERIA

Applicants will be assessed based on the following evaluation criteria:

Evaluation Criteria	Weighting
Proposal's Alignment with Shire Community Strategic Plan <ul style="list-style-type: none"> • Evidence addressing alignment with Shire Strategic Plan relating to Community • Evidence addressing alignment with Shire Strategic Plan relating to Economy 	50%
Capacity to Manage Lease Demonstrate your: <ul style="list-style-type: none"> • Organizational / Business Structure • Role and credentials of the key people in the management of lease • Experience in management of similar leases 	25%
Offer Demonstrate: <ul style="list-style-type: none"> • Value for money 	25%
TOTAL	100%

9. INDICATIVE TIMELINE

Item	Indicative Timeframe
Expressions of Interest Opens	24/11/2025
Expressions of Interest Closes	10/12/2025
Expressions of Interest presented to Ordinary Meeting of Council	17/12/2025
Applicants Advised of Outcome	19/12/2025



Wests Shops,
Gordon Street, Kondinin WA
Structural Engineering Services Assessment

Prepared for:

Shire of Kondinin

Date: January 2023

Our Ref: 2224

Peter Baxendale Consulting Engineer

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WESTS SHOPS, GORDON STREET, KONDININ WA
STRUCTURAL ENGINEERING SERVICES ASSESSMENT

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Document Revision

REVISION	DATE	COMMENT	BY
0	19 January 2023	For Client Review	Peter Baxendale

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1. Introduction

Peter Baxendale Consulting Engineer (PBCE) was commissioned by the Shire of Kondinin (SoK) to investigate and advise on the structural condition of the Wests Shops building at Gordon Street, Kondinin.

The intent of this report is to provide professional guidance on the necessary scope of remedial and maintenance works required to enable the existing building structures to continue to perform their current tasks and be safe in operational use into the foreseeable future. The report is principally commissioned to advise appropriate action on crack damage and rising damp issues in walls.

Structural Engineering services site inspection and appraisal was undertaken by Peter Baxendale in September 2022 with subsequent desk based studies up to the present time.

1.1 Background Summary

SoK acquired the Wests Shops building from a community group in 2019. The building is a row of single storey shops constructed from 1925 to 1928 and is an important element in the main street streetscape and townscape character of Kondinin.

SoK seek engineering advice on significant crack damage occurring in some masonry walls as well as rising damp issues as a basis for future maintenance and new works to the building.

PBCE was engaged by SoK to provide the required input on these items and undertook inspection in September 2022. Local building contractor Richard Smeed (RS) of Kondinin Building Services (KBS) facilitated the inspection, assisted with previous works history as far as known and provided responses to PBCE queries during and subsequent to inspection as far as able. KBS hold the SoK's building maintenance contract. PBCE acknowledge and appreciate Richard's assistance.

Prior to this detailed report, a brief summary of findings was provided in September 2022 and an interim report on the west wall of the building provided in November 2022.

2. Scope of Work

2.1 Requirements

The following scope of work was agreed:

- Study existing documentary evidence for the building such as may exist, including Inherit database information and any documentation that can be traced by the Shire for the buildings and the site. Site drainage information included.
- Visual inspection of principal wall cracking from ground level and from higher levels as may be facilitated by ladder. Include external and internal areas of rising damp. Timber and steel clad shed addition on north side excluded for exercise.
- Direct any opening up works as may be deemed important to understanding of building behaviour during the course of the inspection (client to supply operator if required).
- Interview any individuals with long association or knowledge of the building's maintenance history.

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- Report findings of the inspections and provide recommendations for appropriate action, attributing a priority ranking to actions using the Heritage Council's recommended ranking scale for Building Condition Assessment Reports. Particular attention to be works recommended ahead of proposed Gordon St elevation re-painting works.

2.2 Qualifications

The following qualifications apply to this report:

- Defects noted in this report were correct at the time of inspection. Due to the present condition, the building could deteriorate further due to exposure post inspection.
- It should be noted that some areas of the building could not be visually examined. As such it is probable that the inspection cannot identify all of the potential defects or shortcomings of the buildings.
- No intrusive investigation was undertaken within the survey. The findings of this report are based on the visual inspection only.
- No testing of material samples was carried out. Similarly, comments on specialist services not included in our areas of expertise have been excluded.
- No geotechnical or sub-surface investigations were carried out.
- No engineering measurement or calculations have been performed.
- This report has been prepared on behalf of and for the exclusive use of the Client and is subject to and issued in connection with briefing from the Client. No liability or responsibility is accepted in respect of any use or reliance upon this report by any third party.
- The report will specifically exclude the following aspects:
 - Geotechnical issues and environmental considerations.
 - Hazardous substances.
 - Acoustics.
 - Occupational Health and Safety Considerations.
 - Conformance with Disability Discrimination Act.
 - BCA compliance issues outside of the services inspected.
 - Landscape Reticulation.

The client should consider the need to engage specialist consultants to report on the above.

2.3 Available Documents

The following documents were available at the time of inspection:

- Inherit Place Record, No. 01407 – Heritage Council of Western Australia, 1 January 2017.
- Site photographs – Shire of Kondinin, 2022.

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3. Observations

3.1 Observations - Building Structure

3.1.1 General

- The building is orientated east-west on Lot 34 on the corner with Rankin St, with shopfronts and street verandah facing south to Gordon St. The site soil is pinkish grey to brown sandy and gravelly loam to depth and believed to be well draining. The water table at the site is believed to be at a deep level. The common site classification based on soil reactivity for new residential construction sites in the township is understood to be H (source: RS), indicating a highly reactive site which may experience high ground movement from moisture changes.



- The building's history and physical description has been provided to some depth in the HCWA Inherit Place Record. Reference should be made to this source as the reader requires. The place is a Category 2 heritage place on the SoK municipal heritage inventory.
- Key historical events relating to the site and building structure are set out below;

1925 First three shops constructed on west side:

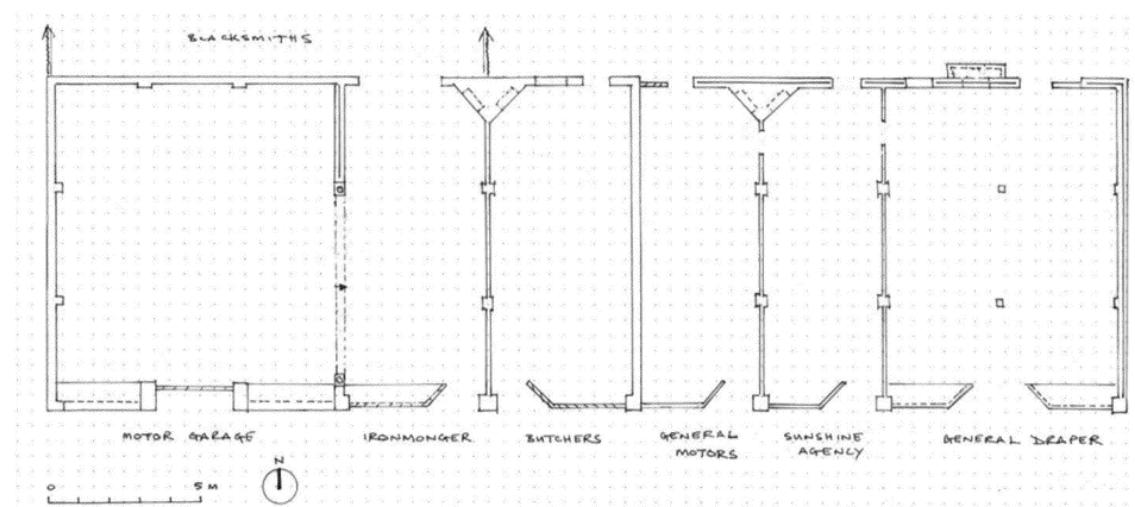
- Kondinin Garage to far west and largest. Now signed **The Kondinin Motor Garage** and occupied by the Lions Club. Timber framed blacksmiths shop attached to the rear (north) and extending into Lot 36, this is now also occupied by the Lions Club and is excluded from this investigation.
- Hardware store centrally. Now signed **J. W. West. Ironmonger** and occupied by the Lions Club
- Butcher shop on east side of hardware store. Now signed **Atkinson & Sons Butchers** and occupied by Salt Spa & Beauty.

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1928 Three further shops constructed on east side of existing shops:

- Car show room, later a machinery parts shop. Now signed **J.W. West. Authorised Dealer General Motors** and currently unoccupied. Previous tenant: Salt Wheatbelt Cultural Artefacts.
- Bank centrally. Now signed **The Sunshine Agency** and occupied by Harvest Place.
- Grocery store and drapery to far east and largest. Now signed **L & E Stockwell General Draper** and occupied by Harvest Place.
- For the purposes of this report, the pediment signage references are used for identifying shop spaces.

3.1.2 Roof and Ground Floor Plans



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3.1.3 Roof Structures

- The 1925 Motor Garage roof space was not accessible but is expected to comprise two heavy timber trusses spanning the 9m wide space from east to west, their positions given by pier locations in the west wall. At north and south ends, timber framed gable walls are expected to be built off the brick masonry walls below. The gable walls and roof trusses are expected to support timber purlins. The southern gable wall framing extends to form the street front parapet wall. Roof and parapet are steel sheet clad. The ceiling here is a suspended ceiling of 70s/80s era, an original ceiling may still be in place above or the Garage formerly did not have a ceiling.
- The 1925 Ironmonger and Butchers have a common hipped roof with small gable vents at north and south ends of the ridge. Construction is conventional timber stick roof framing struttured off the common central wall between the two shops. The parapet wall to Gorgon St is timber framed. Roof and parapet are steel sheet clad. The ceiling here is timber framed, also taking support in the inter-tenancy wall. A ceiling lining of fibre cement sheeting is in place in both shops, a second ceiling of 70s/80s era (contemporary with the Motor Garage ceiling) is suspended below this in the Ironmonger shop.
- The later 1928 shops have a common single pitch timber framed roof falling to the north at shallow pitch. Timber framed flat girders are used to span east-west across the spaces onto wall piers and also onto internal timber posts in the case of the General Draper. Common timber rafters run north-south over the girders and support a steel sheet roof via timber battons. Gordon St parapet walls are timber framed and steel sheet clad as elsewhere.

3.1.4 Walls

- All walls of 1925 construction are solid 9" brick masonry construction with the possible exception of the Motor Garage-Ironmonger common wall which may be cavity brick construction. This is unconfirmed but is possibly a choice for acoustic or other environmental reason. Two thirds of wall length has been removed in later decades, a pair of steel universal beams supported on circular hollow steel end columns replaced the removed masonry to amalgamate the two shop spaces.
- External 1928 masonry walls are cavity brick construction. Internal walls are solid, 4.5" brick construction with integral piers.

3.1.5 Floors

- The floor of Motor Garage is a concrete slab and set close in level with external street paving.
- All other floors are timber framed with floor joists running north-south and bearer running east-west. Bearers are expected to take support on regular spaced brick piers or on timber wall plates set upon steps in the north-south brick walls, or both.

3.1.6 Foundations

- Concrete strip footings are expected below all brick walls. A trial holes was dug against the east end external wall confirmed this, the base of footing here was estimated at approximately 400mm below ground level.

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3.2 Observations – Site & General

3.2.1 Site Drainage

- The natural site is flat, a gentle fall in natural ground exists from west to east. A shallower, less detectable, fall exists from north to south. Shallow local low points occur to the north of the building along the vehicle route across the site from west to east connecting with the laneway running north-south along the east side of the building, a shallow swale has been dug. The laneway falls gently to Gordon St.
- The site beyond the building footprint on all side other than Gordon St is compacted natural gravelly loam. The public footpath in Gordon St below is brick paved and is covered full width by the buildings timber verandah. Some remnant concrete pavers and pavement exist along the base of the north wall from the east to the Blacksmiths shop.
- The Gordon St carriageway is bitumen with drainage gullies located on each side of the road at positions approximately 5m west of the building and 5m east of the building.
- On Rankin St to the west, gullies on each side of the road are located close to the junction with Gordon St. There are no gullies north of these for some distance.

3.2.2 Roof Drainage

- All roof areas, except for the front verandah, discharge to the north side of the shop building.
- Down pipe positions are at:
 - 1) The NW corner of Motor Garage. Down pipe here connects to some form of sub-surface system. Evidence of recent work (loose pipe section on ground nearby).
 - 2) The NE corner of General Draper. Down pipe lost here. No evidence of sub-surface system receiving.
- From down pipe 2) the eaves gutter is continuous for 26m to the NW corner of Ironmonger before emptying onto the roof of the Blacksmiths shop.
- The Blacksmiths shop is 16m long and served by four downpipes at the locations below, all are connected to some form of sub-surface system.
 - 1) Its SW corner and shared with the Motor Garage (down pipe 1. above)
 - 2) Its NE corner. Down pipe here connects to some form of sub-surface system.
 - 3) On its east side, at 10m from the shops' north wall.
 - 4) On its east side, at 5.5m from the shops' north wall.
- The front verandah roof discharges directly onto the paving and bitumen of the kerb zone to Gordon St via three down pipes. One down pipe has been lost and the other two have lost lengths of 1m from their ends.

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3.3 Observations – External

3.3.1 Principal Wall Cracking

- There are multiple actions taking place along the north side of the building which have resulted in cracking of the brickwork. Many of these stem from the local effects of poor condition and poor design of rainwater goods serving the roof and poor disposal of the rainwater from site. Others have origins in early historical differential settlements between adjacent wall panels.
- There is a larger action taking place also which is site wide and stems from the long term behaviour of the reactive supporting loam soil. Internal inter-shop walls have suffered from this action most heavily but building end walls have also been impacted to some level.
- These local and global actions take place together and with some interaction produce the various patterns of crack damage exhibited.
- Falling damp from the long north side overloaded gutter is responsible for subsequent corrosion and decay of steel and timber lintels over door and window openings across the north elevation. Corrosion expansion of the steel lintel material or settlement of the timber lintel material being sufficient to cause fractures in supported brickwork.
- Falling damp from the gutter and missing downpipe also accumulates and lingers at the foot of the wall along this length. This moisture causes a large local reaction of the soil here, expansion forces in soil are sufficient to induce cracks in supported brick panels, particularly over openings, or to open up construction joints. The same moisture is also instigating and fuelling rising damp within the brick masonry at the foot of the wall.
- Viewing the site more widely, there is a striking difference in environmental exposure experienced by the northern side of the building compared to its southern side. The ground to the front elevation is well paved and further protected by a verandah. As facing south, this Gordon St side is also spared the long daily exposure to direct sun. In contrast, the northern side is starkly unprotected. Much of the elevation and ground in front of it see long periods of sun exposure, although the Motor Garage and Ironmonger do see some protection from the adjoining Blacksmiths shop.
- The south side of the building footprint is therefore inherently more stable than the north side due to better controlled soil moisture levels. The ground is much less impacted by drying conditions. The north side ground is heavily impacted by seasonal shrink and swell.
- The building has responded to the soil behaviour reasonably well over its lifetime. Conditions around the building were likely to have been less variable in earlier decades due to less hard surfacing in Gordon St and a more consistent pattern of rainfall. In later decades with hard surfacing and less but more irregular rainfall, there is net desiccation imbalance on the northern side which the brickwork is now responding to.
- The west wall of the building has a central vertical crack developing at high level, propagating downwards. This is a tear in the wall panel as the northern half rotates in-plane to the north with shrinkage in the soil below. The damage is not severe and has developed since the painting of the mural here some 10-20 years ago. The concrete floor slab in the Motor Garage will provide a stabilizing effect on soil moisture levels so damage is less than would otherwise be expected. The solid form of wall construction at this location has also resisted tearing.

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3.3.2 Areas of Rising Damp

- The extent and severity of damage caused by rising damp in external walls is not high. The source of moisture in almost all cases along the rear and east sides comes from falling damp - roof rainwater left unremoved from the building perimeter. Poor selection of re-pointing mortar to the chimney breast outside General Draper and elsewhere has encouraged rising damp higher up the wall.
- At the east end of the building, the soil of the laneway has been built up above the damp proof course level causing a breach. Such a breach is likely in all 1928 external walls as external ground treatments have changed. The dpm is poorly located however on the top of the footing .
- No dpm was detected in the 1925 walls. Note that access to the Blacksmith shop was not available for inspection of the external face of Motor Garage and Ironmonger north walls.

3.4 Observations – Internal

3.4.1 Principal Wall Cracking

- A pattern of significant vertical cracking occurs at mid-length in the two 1928 inter-tenancy walls (General Motors-Sunshine Agency and Sunshine Agency-General Draper). These are unusual and strong (up to 10mm in width), propagating down from ceiling. The masonry on the north side of these cracks show in-plane rotational settlement to the north.
- The mechanism for this damage is associated with site soil desiccation to the north - see section 3.3. These narrow 4.5" walls have resisted ground change to the north as far as they have been able until receding support below strip footings has become critical. They have no longer been able to resist and have consequently torn.
- Both of these walls have also seen historic settlement at their north end as evidenced by distorted door openings, some pre-existing historic weakening has likely taken place. The heavy double chimney breast at the north end of the General Motors-Sunshine Agency wall shows heavy historic settlement.
- The former 1925 external wall, now the Butchers-General Motors inter-tenancy wall, is similarly affected. This is a thicker 9" wall with cracks up to 5mm in width.
- It is difficult to estimate the timeline for the development of these cracks, the wall finishes in all shops are old. Some old crack patching is seen but not much, most cracks suggest a single phase of movement and possibly within the last 5 years (based on most recent tenancy period at General Motors). A single relatively sudden movement is possible given the mechanism of failure. Now the walls are torn, the northern wall sections are now better supported and movement is now expected to slow considerably.
- Beyond these internal walls, much of the wall cracking seen externally in the north wall above openings and elsewhere is reflected through to the internal face.
- All timber floored shops show noticeable gradual settlement of their floor structures in the north third of their floor areas. This reflects the same soil shrinkage action affecting walls.

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3.4.2 Areas of Rising Damp

- The wall plaster of the Sunshine Agency-General Draper inter-tenancy wall has been heavily affected at low level above skirting boards. The source of this moisture will be from falling rainwater from the roof externally tracking back into the floor cavity of the shops. The internal walls here are ordinarily very dry, new introduced moisture is quickly absorbed. Any material that has built up in the sub-floor over time can also serve to retain moisture and pass it laterally to walls.
- Another, more puzzling, area of rising damp damage occurs in the Butchers shop at mid-length in the west wall (common wall with Ironmonger). Although the wall is positioned towards zones of expected higher soil moisture level, the wall plaster failure here is more likely to reflect hard finishes on the opposite face of the wall in Ironmonger or use of hard patching in the past around the area of concern.
- In the General Motors tenancy, lateral damp ingress into the floor cavity from the north wall has given rise to wet rot in the floor timbers close to the wall.

4. Recommendations

4.1 Site & General

- Action is needed to bring some stability to the soil on the north side of the building.
- An early action is to commence the process towards overhaul of the roof storm water collection and disposal systems. This is to eliminate fluctuations in local ground behaviour that the present defective existing systems fuel. It is important to collect the storm water properly and effectively and dispose of it quickly, properly and effectively away from the building perimeter to remote holding tanks, soak wells or existing road drainage systems etc, located as far from the building as practicality and neighbouring infrastructure allow.
- Engage to the services of qualified roof plumber to design systems of new guttering, down pipe and gully provision to current design standards for the shops and Blacksmiths building combined. Extend plumber services to include a full assessment of existing sub-service surfaces and the design of a replacement system as necessary. Engage a heritage architect to review new design proposals. *PBCE suggest design work is undertaken within 12 months.* A feature survey of the buildings and greater site, including existing below ground services, would serve design work well.
- To assist soil moisture stability close to the north wall, a new hard surface path running the length of the wall from its east end to the Blacksmith's shop is recommended. A concrete slab is the best choice for stabilising effect, a 2m wide slab is envisaged. *PBCE recommend construction of the path to be the first action to take on site in order to get its stabilizing action underway as soon as possible.* Some temporary roof plumbing could be put in place that takes flow away from the building for the period until wall repairs and permanent new plumbing can take place. The path would have a side benefit of improving shop servicing needs.
- Providing a verandah structure over the new path would also be beneficial. It would not only serve to keep the zone dry but would also allow main roof water to be discharged onto it and for the down pipe line to be moved off the wall face, reducing risk to the masonry in the long term. The verandah would also provide extra protection against water ingress internally as well as into the elevation masonry, services such as a/c condensors would be protected.
- *PBCE recommend north elevation repairs, new verandah construction and permanent new roof plumbing work are undertaken a minimum of one year after placement of the path slab.*
- As far as site drainage is concerned, PBCE do not see a need to make improvements for the sake of the building. Surface levels do not encourage flow to the building, the soil is naturally well draining and annual rainfall levels are not high.

4.2 Wall Damage Remediation

- There is no significant risk to building users presented by the wall cracking. There is little risk of wall collapse or any supported elements falling. There is a possibility of loose fragments of wall plaster falling from crack locations however, these can be managed up to the time of permanent repair by routine checking and removal of fragments appearing to be loose.
- The north wall repair works will involve areas of crack stitching, local rebuilds, repointing and lintol repair or replacement and is best undertaken beyond a year after placement of the new path slab (4.1). The new slab will assist execution of the works. Necessary door and window work is best included in the works package if possible.

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- Permanent repair of the inter-shop wall cracking can wait for some convenient time until after external drainage and soil stabilisation measures have been put in place and at least a further year has passed. The work will involve mechanical stitching methods such as those using the Helibar product by Helifix Australia, these are typically 1m long high tensile steel bars inserted into the brickwork across the crack at regular intervals up the path of the crack. Higher bars may be lengthened to improve effectiveness against further wall rotation.
- There is no urgency to undertake the stitching unless there is a pressing need to re-decorate an affected shop space. In such case the stitching should be carried out in advance to safeguard the investment in the decoration work, ie. to resist the re-opening of cracks after painting.
- As far as the well-being of the west wall and re-painting of a mural here is concerned, PBCE have advised that a single reinforcing bar inserted in one of the brickwork beds at high level to act as tie would be very effective in protecting the mural against further cracking. The sketch below was released to SoK.



4.3 Rising Damp Management

- Once north side roof drainage measures outlined in 4.1 are in place, most of the existing areas of rising damp are expected to recede as moisture fuelling these areas will be removed. After a period of drying out, the areas of concern can be repaired with confidence of rising damp not returning.
- For the imminent mural work on the west wall PBCE advised that a temporary solution should be found for the drainage problem causing rising damp at the north end of the wall until permanent drainage works in 4.1 can be effected.
- When floorboards are lifted to enable any sub-structure repairs or services access, it is sensible to take opportunity to remove floor cavity debris as far as possible before reinstating boards.
- If further improvement in damp control, beyond the permanent drainage works in 4.1, to the east elevation are required, the using of edging to set back the built-up soil here off the wall will promote further ventilation and allow the dpm to be more effective.



SHIRE OF KONDININ

DRAFT – SHIRE OF KONDININ COMMUNITY LEASING POLICY

Policy Name	Shire of Kondinin Community Leasing Policy
Responsible Department	Planning, Environment & Community Services
Policy Owner	Executive Manager Planning, Environment & Community Services
Applicable To	Shire of Kondinin Staff, Community Groups. Not for profit organisations

1. Objective

The Shire of Kondinin (Shire) is committed to supporting community organisations to build capacity, resilience and sound governance.

This Policy establishes a consistent and transparent framework for the leasing of local government land and facilities to eligible community organisations in a manner that:

- Promotes community wellbeing, participation and social cohesion;
- Ensures responsible stewardship of public assets;
- Balances community benefit with financial sustainability, risk management and legislative compliance; and
- Protects the long-term interests of the community.

2. Scope

This Policy applies to the Shire of Kondinin and incorporated, not-for-profit community organisations that:

- Operate for a community or public purpose;
- Do not distribute profits or pecuniary benefits to its members or office bearers, and
- Is independent of the Shire

3. Definitions

Community Group/Organisation means a not-for-profit organisation that:

- Is incorporated or legally constituted;
- Operates primarily for a public, community, social, cultural, sporting, educational or charitable purpose;
- Does not distribute profits, commercial benefit or other financial benefit to members or office bearers; and
- Is independent of the Shire, but may collaborate with the Shire.



Community Lease means a lease or licence agreement under which the Shire permits an eligible not-for-profit organisation to occupy and use local government property for activities that provide demonstrable community benefit, where:

- The use aligns with the Shire's strategic objectives and statutory functions;
- The organisation does not operate for private or commercial profit; and
- The rental and conditions reflect the level of community benefit provided.

A lease primarily for commercial purposes or private financial gain **is not a Community Lease**.

Community Events or Meetings are activities, gatherings or functions that are open to, or intended to benefit, the broader community or a defined section of the community.

These activities contribute to the Shire of Kondinin's strategic priorities by strengthening community connection, supporting local participation and wellbeing, encouraging cultural and recreational opportunities, and fostering civic pride and resilience. Community events are delivered for public benefit and community development outcomes rather than private or commercial gain.

Community Facility means land, buildings or infrastructure owned or managed by the Shire that may be leased to eligible community organisations for activities that provide a clear public benefit and align with community purposes, rather than commercial gain.

Crown Land means land owned by the Crown and vested in the Shire of Kondinin through the granting of a Management Order by the Department of Planning, Lands and Heritage

Lease means a legally binding agreement granting exclusive use and possession of property from the Lessor (Shire) to the Lessee for a specified term and purpose, creating a property interest.

Lessee means the Lessee named in the Lease (for the purpose of this policy a community group or organisation).

Minister means the Minister for Lands.

Premises means the premises described in the Schedule including the Shire's Fixtures.

Services means all utilities and building systems servicing the Premises, including electricity, water, sewerage, gas, drainage, telecommunications, fire protection, heating, cooling and any related infrastructure, plant, equipment, fixtures and fittings.

Term means the duration of the Lease, including any renewal or extension.



4. Legal Framework

This Policy must be applied consistently with the legislative framework governing the management and disposal of local government property in Western Australia, including but not limited to:

1. Local Government Act 1995 (WA)
2. Local Government (Functions and General) Regulations 1996
3. Land Administration Act 1997 (WA)
4. Property Law Act 1969 (WA)

All leases must comply with applicable laws and with any Ministerial approvals.

5. Principles

Community Leasing Context

Community Leases provide eligible organisations with secure tenure to occupy Shire land or facilities for activities delivering community benefit. This security enables organisations to attract funding and invest in facility development for community advantage.

Leases will include terms that promote public access, participation, and measurable community outcomes that align with the Shire's Strategic Objectives.

Community benefit may be demonstrated through:

- Operating within the organisation's constitution and permitted use;
- Encouraging inclusive membership and participation;
- Providing appropriate community access; and
- Delivering regular activities, meetings or events contributing to community development.

Guiding Principles

The following principles guide the effective, transparent and accountable leasing of Shire land and facilities for community purposes:

- a) Maximising Community Benefit
Community leases must deliver clear and demonstrable benefit to the Shire and its residents by supporting services, facilities and activities that enhance community wellbeing.
- b) Balanced Impact Consideration
Economic, social and environmental impacts will be considered in decision-making to ensure sustainable outcomes.
- c) Clarity and Consistency
Leasing processes and decisions will be applied transparently and consistently to promote accountability and good governance.



d) **Equity and Fairness**

All organisations will be treated equitably, with decisions made objectively and without favouritism or bias.

e) **Asset Stewardship and Sustainability**

Shire assets will be managed responsibly to ensure safety, longevity and long-term community value.

f) **Risk Management**

Financial, legal and reputational risks arising from community lease arrangements will be minimised through appropriate controls and legislative compliance.

g) **Strategic and Efficient Use of Facilities**

Shared use, collocation and multi-purpose development of facilities will be encouraged where practicable to maximise community value and support strategic infrastructure planning.

h) **Recognition of Contribution**

The value of community leases, including any rental concession or in-kind support provided by the Shire, will be appropriately recognised and documented.

Eligibility

Applications for a Community Lease will only be accepted from organisations that:

- Are not-for-profit or community-based;
- Are incorporated and demonstrate appropriate governance;
- Operate for community benefit, not private or individual gain;
- Demonstrate ongoing benefit to the broader community through facility use.

Application Process

Applications may be invited through:

- A public Expression of Interest (EOI) process; or
- An open application process where a facility is available and the Shire has determined, through reasonable enquiry and public notice where required, that no competing interest exists.

Calls for Expression of Interest will be publicly advertised where required by law.

Application Requirements

Applicants must submit a completed application form including (as applicable):

- Organisational details and incorporation evidence;
- Constitution or governance rules;
- A current (date stamped) office bearers extract;
- Proposed facility use;
- Evidence of community benefit and alignment with Council strategies;
- Financial information demonstrating viability;
- Insurance and risk management evidence;
- Proposed lease term and occupancy level;



- Any other information reasonably required.

Assessment Process

1. Initial Assessment

The Administration will check eligibility, completeness, and policy compliance. Only eligible, complete applications proceed.

2. Assessment

Applications will be evaluated against criteria including:

- Community benefit;
- Alignment with Council objectives;
- Organisational capacity and governance;
- Financial sustainability;
- Risk and compliance;
- Impact on facility and community;
- Equity, access, and inclusivity.

All Community Lease applications will be assessed using a weighted assessment matrix to ensure transparency, consistency, and alignment with Council's strategic objectives.

3. Multi-Party Evaluation

If multiple applications are received for the same facility, an evaluation panel of at least three Shire staff will comparatively assess proposals to identify the best community benefit.

4. Decision-Making and Approval

A recommendation report will outline evaluation outcomes, reasoning, and proposed lease terms.

5. Approval Authority

Leases are approved by the Chief Executive Officer within delegated authority, or by Council when required by legislation or policy. All approvals comply with local government property disposal laws.

6. Notification and Execution

Applicants will be advised in writing of decisions.



Lease Terms and Conditions

Lease Documentation

Successful applicants must:

- Enter into a formal lease agreement;
- Provide all required documentation (e.g., articles of association, insurance, compliance certificates); and
- Comply with all conditions before occupation.

Failure to meet requirements may result in offer withdrawal.

Review and Probaty

The Shire may, at it's discretion:

- Request additional information;
- Reject any or all applications; or
- Terminate the process if deemed in the public interest.

All applications will be assessed fairly, transparently, and with probity.

Lease Terms

The standard lease term will be up to five (5) years.

Longer terms or options for renewal may be considered where:

- The lessee demonstrates strong governance and compliance history;
- The longer tenure supports grant funding or capital investment; and
- The arrangement complies with legislative requirements.

The total lease term, including any options, will not exceed twenty-one (21) years unless otherwise approved in accordance with legislation.

Deeds of Extension

Options to renew must be exercised in writing not less than three (3) months and not more than six (6) months prior to expiry of the current term.

Deeds of Extension may be approved by the Chief Executive Officer where consistent with an existing Council resolution and where no material changes to the lease are proposed.



Rent Payment

Commencement rental will ordinarily be \$1.00 per annum, payable annually in advance, unless otherwise determined by Council.

The provision of discounted rent constitutes a form of community contribution and may be reviewed by Council periodically.

Repairs and Maintenance

The Lessee must maintain the premises, including all facilities and grounds, in good, clean, and tenantable condition at all times.

Maintenance schedules attached to each Lease specify detailed responsibilities.

Generally, the Shire may:

- Conduct scheduled inspections of infrastructure (e.g., HVAC, fire services);
- Repair defects found in inspections unless caused by the Lessee;
- Replace infrastructure at the end of its life, except for premature failure caused by the Lessee;
- Manage structural and capital repairs unless caused by the Lessee.

The Shire may require the Lessee to reimburse all or part of maintenance costs, in accordance with the applicable lease category. The Lessee is responsible for all routine, minor, and day-to-day maintenance as specified in the Lease schedules.

Where a maintenance item is not expressly allocated to the Shire under the Lease or its annexures, responsibility shall rest with the Lessee.

Cleaning

Cleaning schedules attached to each Lease shall specify detailed responsibilities.

Services, Utilities and Levies

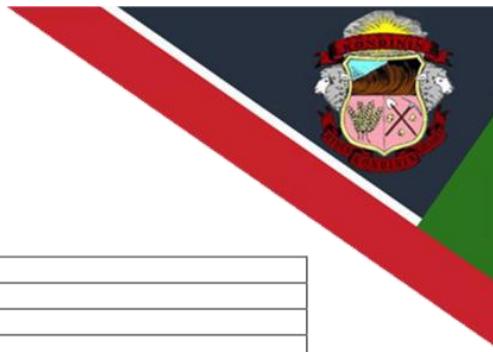
Payment of Services and Utilities will be specified in each Lease outlining responsibilities.

Capital Works

Capital replacements, refurbishments, renovations, or improvements will be prioritised through Council's budget and capital works planning. The Lessee must not carry out, or permit to be carried out, any works without the prior written consent of the Shire.

Crown Land

The Shire cannot assign, sell, transfer, or grant interests in Crown land without Ministerial approval, which may include conditions imposed at the Minister's discretion.



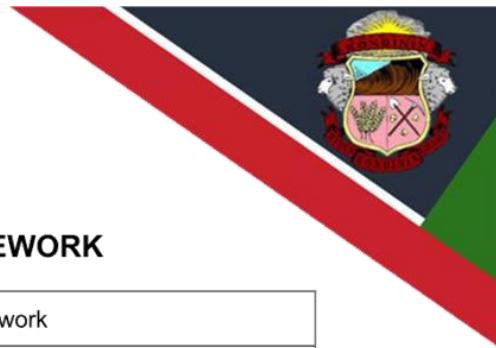
Document References & Information

Legislation	
Regulation	
Local Law	
Shire Policy	
Procedural	
Related Sources	
Policy Owner	
Risk Rating	

Document Control

Date	Version	Reason for Modification	Resolution Reference	Next Review
11/2/26	1	New policy		Feb 2026

DRAFT



SHIRE OF KONDININ

DRAFT – SHIRE OF KONDININ POLICY FRAMEWORK

Policy Name	Shire of Kondinin Policy Framework
Responsible Department	Chief Executive Officer
Policy Owner	Chief Executive Officer
Applicable To	Shire of Kondinin Staff, Councillors

1. Objective

This Policy aims to establish clear guidelines for:

1. Policy governance,
2. Business Operating Procedures, and
3. Compliance.

The Policy is focussed on ensuring transparency, accountability, consistency and efficiency in service delivery and the management of resources.

2. Scope

This Policy applies to the Shire of Kondinin and Councillors.

The Policy establishes the standards and guiding principles for the development, approval and ongoing management of Council policies. It ensures that Council is appropriately engaged throughout each stage of the policy lifecycle by:

- Defining a clear hierarchy of governing documents;
- Outlining the requirements for the development of policies and associated procedures; and
- Clarifying roles and responsibilities in relation to the drafting, approval, publication and review of policies.

4. Legal Framework

Council policies are developed and adopted in accordance with section 2.7(2)(b) of the Local Government Act 1995, which establishes Council's role as the governing body and authorises it to determine policies for the local government.

Decisions to adopt policies are made in accordance with the decision-making provisions described at section 5.20 of the Local Government Act 1995.

Policies must be consistent with the Local Government Act and any subsidiary legislation, including the Local Government (Administration) Regulations 1996 and the Local Government (Functions and General) Regulations 1996.

Business Operating Procedures (BOP) and Standard Operating Procedures (SOP) are developed and implemented by the Chief Executive Officer under the roles and responsibilities of the Chief Executive Officer at section 5.41 of the Local Government Act 1995.

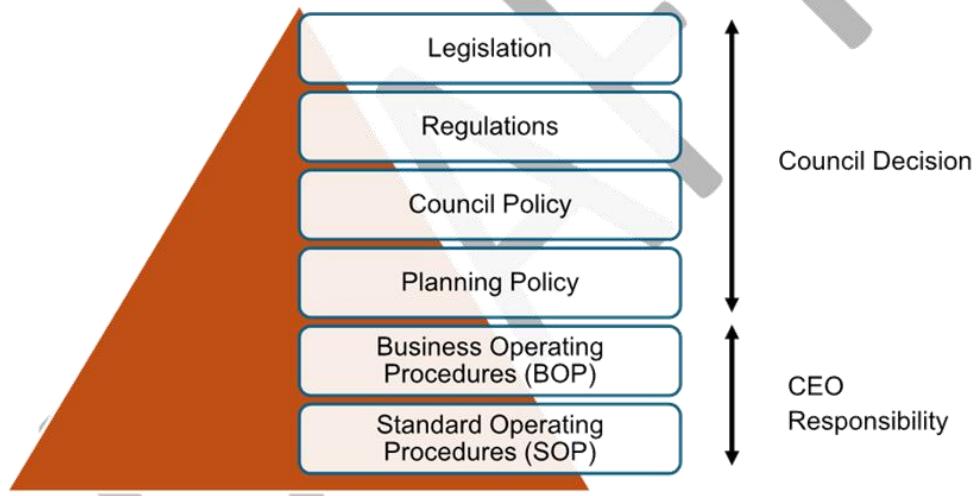


5. Principles

The hierarchy of policy documents within this framework is represented by the a structured triangle. At the apex of the hierarchy sits legislation, which takes precedence over all other instruments and establishes the statutory powers, duties and limitations of the local government.

Beneath legislation are subsidiary regulations, which provide more detailed statutory requirements. Council policies sit below this level and must be consistent with both the Local Government Act and any applicable regulations. Operational documents, procedures and guidelines form the base of the hierarchy and are developed to implement policies in practice.

This structure reinforces that all lower-level documents must align with, and cannot override, higher-order legislative authority.



Council Policy
Shire policies address the strategic and statutory decision-making responsibilities of the Council. They may relate to an express legislative power or duty, or to matters that are discretionary and non-statutory in nature.

Policy decisions may influence the local government's strategic direction, financial position, operational priorities and service levels delivered to the community.

Policies must not encroach upon the statutory functions and day-to-day operational responsibilities of the Chief Executive Officer.



Shire policies apply to Council, elected members and employees in the exercise of their decision-making functions. Supporting guidelines may be developed to assist with the interpretation and implementation of a policy, these may include Business Operating Procedures and Standard Operating Procedures.

Planning Policy

Shire Planning Policies are a subset of Council policies that support the administration and implementation of the Shire of Kondinin Local Planning Scheme. They provide guidance on the interpretation and application of scheme provisions, assist in ensuring consistent and transparent decision-making, and inform the assessment of development applications.

While they guide planning determinations, Shire Planning Policies do not override the Local Planning Scheme or any statutory planning framework and must be applied in a manner consistent with relevant legislation and State planning requirements.

Business Operating Procedures

Business Operating Procedures comprise internal standards, processes and guidelines that govern the day-to-day administrative and operational activities of the Shire. They provide direction to employees to ensure consistent, efficient and compliant service delivery across the organisation.

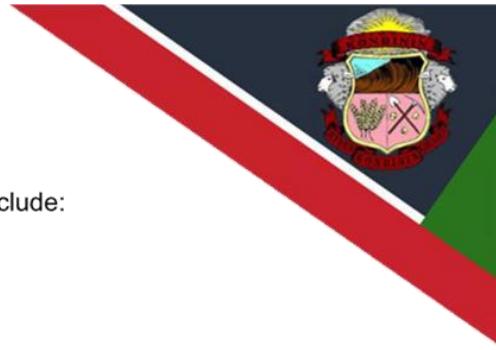
Business Operating Procedures are operational in nature and fall within the statutory responsibilities of the Chief Executive Officer. As such, they do not require Council approval.

These procedures are internally focused documents intended for staff use and are not developed for public consultation or formal publication, unless otherwise required by legislation.

Standard Operating Procedures

Standard Operating Procedures set out the detailed steps required to implement a Council policy or Business Operating Procedure and to perform specific tasks within an area of operational responsibility. They are prescriptive in nature to ensure consistency, compliance and efficiency in service delivery.

SOPs may be amended as operational requirements change, in accordance with the review process outlined within the procedure or as approved by the relevant Manager. Responsibility for the approval and ongoing oversight of Standard Operating Procedures rests with the relevant Manager.



Policy Format

Shire policies will be drafted in a standardised format to include:

1. Policy name and information box.
2. Objective.
3. Scope.
4. Definitions.
5. Legal Framework.
6. Principles and sub-headings.
7. Application.
8. Document control box.

6. Application of this Policy

The development of a new Shire policy may be initiated either by Council or by the Administration.

Council may resolve to develop a policy through a formal decision, including consideration of a Councillor Notice of Motion. Alternatively, the Administration may identify the need for a policy where legislative change, operational requirements, risk management considerations, audit findings, or strategic priorities indicate that a formal governance position is required.

In all cases, the initiation of a new policy should be supported by a clear rationale outlining the purpose, legislative context and intended outcomes of the proposed policy.

Policy Review and Consultation

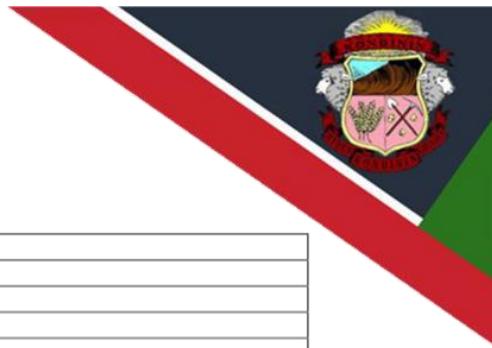
Council policies are to be reviewed periodically to ensure they remain current, legally compliant and aligned with strategic objectives. Review timeframes will be determined on a risk basis:

- High-risk policies: including governance, financial, regulatory or statutory compliance matters will be reviewed annually or earlier if legislative or audit changes occur.
- Moderate-risk policies may be reviewed every two years.
- Low-risk policies may be reviewed on a four-year cycle, generally aligned with the Council term.

A policy must also be reviewed where legislative amendments, operational changes or Council direction require.

Following review, the policy is presented to Council with a report outlining the purpose, legislative context, proposed amendments, risk implications and consultation undertaken.

Public consultation will be undertaken where required by legislation or where the policy materially impacts the community. Submissions received will be considered and reported to Council prior to adoption.



Document References & Information

Legislation	
Regulation	
Local Law	
Shire Policy	
Procedural	
Related Sources	
Policy Owner	
Risk Rating	

Document Control

Date	Version	Reason for Modification	Resolution Reference	Next Review
11/2/26	1	New policy		Feb 2026

DRAFT

**9.1.1 NO. 6 (LOT 276) COTTELE WAY, KONDININ –
PROPOSED DISPOSAL OF PROPERTY**

Author:	Tory Young – Manager Planning & Assets
Authorising Officer:	Bruce Wright - Chief Executive Officer
Date:	11 December 2025
Disclosure of Interest:	Nil
Attachments:	1. <i>Letter Requesting Deferral or Revocation of Council Resolution – Proposed Sale of Lot 6, Cottle Way dated 10 December 2025.</i>

OFFICER RECOMMENDATION**Moved: Cr****Seconded: Cr**

That Council:

1. Receives the submission titled *Letter Requesting Deferral or Revocation of Council Resolution – Proposed Sale of Lot 6, Cottle Way* from Mr Gregory Gleeson dated 10 December 2025.
2. Notes that the Chief Executive Officer has received multiple formal and informal submissions in relation to this matter that now require further inquiry.
3. Authorises the Chief Executive Officer to review and seek legal advice relating to the submission received from Mr Gregory Gleeson and the additional information received in relation to this matter upon the completion of further inquiries.
4. Defers any decision relating to the offer to purchase No. 6 (Lot 276) Cottle Way, Kondinin to the February 2026 Ordinary Meeting of Council, pending a final report being presented to the Council.

For:**Against:****Carried:****Summary**

This report seeks Council's approval to defer the decision to purchase No. 6 (Lot 276) Cottle Way, Kondinin to the February 2026 Ordinary Meeting of Council. The deferral is a reasonable administrative action to complete inquiries into further formal and informal submissions received in relation to this matter; and thereafter to seek legal counsel in relation to the entirety of all submissions received.

Background

Council at its Ordinary Meeting on 19 November 2025 considered the abovementioned matter and resolved as follows:

That Council:

1. *ACCEPTS in principle, an offer of \$20,000 for the purchase of No. 6 (Lot 276) Cottle Way, Kondinin by Joseph Collard; and*
2. *AUTHORISES the Chief Executive Officer to give local public notice of the proposed disposition of No. 6 (Lot 276) Cottle Way, Kondinin pursuant to section 3.5.8 (3) of the Local Government Act 1995 and report the matter back to Council following the advertising period accordingly.*

In accordance with the resolution, public notice was given on 24 November 2025.

During the public notice period the Shire's Administration were alerted to a resolution made by Council at its Ordinary Meeting held on 11 February 2015 that resolved as follows:

THAT Council agree to purchase Lot 276, 6 Cottle Way, Kondinin, (2,041m²) for \$1.00 consideration from Mr Allan McWhirter and that the block be made available under a lease agreement to the Kondinin Men's Shed for a ten-year term for \$1.00 per year consideration" [Resolution # 2473].

On 19 May 2015, Lot 276 on Diagram 58922, 6 Cottle Way Kondinin was transferred to the Shire of Kondinin with a consideration of \$1.00.

On 5 June 2015 title registration was issued under title volume 1562, folio 616 with the Shire of Kondinin as the Registered Proprietor. Since that time, it appears that no enquiry has been made of Lot 276 and it remains unkempt, save for the storage of non-descript unused items.

There is no evidence on the Shire's records that a lease agreement was entered into between the Shire of Kondinin and the Kondinin Men's Shed for No. 6 (Lot 276) Cottle Way, Kondinin. The lease that is the subject of the resolution has not been located – it is also noted that the submission received from Mr Gleeson does not contain a copy of said lease.

This information is considered as being material to the outcome of the offer of sale currently being considered by the Council. Accordingly, under the provisions of Section 3.58(3)(b) of the Local Government Act 1995 the Chief Executive Officer discontinued the public notice period to obtain further information and to return the matter to Council at the first available opportunity.

Comment

This matter is presented to Council in accordance with the provisions of the Local Government Act 1995. The submission of Mr Gleeson was received outside of the prescribed timeline for submissions following the cancellation of the submission period. The submission was accepted as the information presented is directly related to Lot 276 Cottle Way.

The offer to purchase attracted significant social media commentary and consequently, various pieces of formal and informal information were received that now require further inquiry.

The deferral of this matter to February 2026 is considered as being a reasonable and responsible approach to bringing this matter to finality and concurrently, it provides an opportunity to obtain legal counsel to develop a well informed and compliant pathway forward.

Statutory Environment

Local Government Act 1995

Policy Implications

The Shire of Kondinin Policy Manual is currently under review (August 2025 OCM)

Financial Implications

Nil

Strategic Implications

Strategic Community Plan – 2022-2023

4.2 *We are a compliant and resourced Local Government*

Voting Requirement

Simple majority.

MINUTES OF ORDINARY MEETING HELD AT KONDININ ON 11TH FEBRUARY 2015

8. ANNOUNCEMENTS BY PRESIDING MEMBERS WITHOUT DISCUSSION

9. REPORTS OF COMMITTEES AND OFFICERS

- 9.1 Finance Report
- 9.2 CEO Report
- 9.3 Works Manager Report
- 9.4 Community Development Officer Report
- 9.5 Town Planning Report
- 9.6 EHO Report
- 9.7 Building Surveyor Report
- 9.8 Hyden Swimming Pool Manager Report
- 9.9 Maintenance Report

9.1 FINANCIAL REPORT

9.1.1 Financial Reports

Name of Applicant: Manager of Finance
Author: Manager of Finance
Voting: Simple
Date: 4th February 2015

SUMMARY/COMMENT:

The financial statements for the period ending 31st December 2014 and 31st January 2015 were attached.

RESOLUTION 2465

Moved Cr Ibbotson

Seconded Cr Tuckwell

That the Financial Reports for the period to the 31st December and 31st January 2015 as presented be accepted.

CARRIED 9/0

9.1.2 List of Accounts

Name of Applicant: Manager of Finance
Author: Manager of Finance
Voting: Simple
Date: 3rd February 2015

SUMMARY/COMMENT:

A list of accounts was attached.

RESOLUTION 2466

Moved Cr Ibbotson

Seconded Cr Jones

That Muni Cheques 17542 - 17595 & Trust Cheque 609, Muni EFT5088 - 5101, 5113 - 5283 & Trust EFT5102 - 5112 & 5284, Transport Direct Debits, Other Direct Debits, Payroll and Bank Fees (for December 2014 & January 2015) totalling \$1,092,834.41 be endorsed.

CARRIED 9/0

9.1.3 AUDIT COMMITTEE REPORT

9.1.3 Compliance Audit Report 2014

Applicant: Shire of Kondinin
Author: CEO
Date: 5th February, 2014

President:

2

Date:

MINUTES OF ORDINARY MEETING HELD AT KONDININ ON 11TH FEBRUARY 2015**Disclosure of Interest: No interest to disclose**
BACKGROUND / COMMENT

Each local government is required to carry out a compliance audit for the period 1 January to 31 December against the requirements of the Compliance Audit Return. The return is completed online.

After the Compliance Audit Return has been reviewed by the Audit Committee and a report presented to Council, a certified copy of the return along with the relevant section of the minutes and any additional information explaining or qualifying the compliance audit is to be submitted to the Director General of the Department of Local Government and Communities.

The return has been presented to the Shire of Kondinin's Audit Committee at its meeting held at 1.00pm, 11th February, 2015 and the following recommendation made to the Council by the Audit Committee.

STATUTORY ENVIRONMENT

Local Government Act, 1995

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

VOTING REQUIREMENT

Absolute Majority

RECSOLUTION 2467

Moved Cr Ilich

Seconded Cr Tuckwell

That Council receives and accepts the Compliance Audit Return for the period 1/1/2014 to 31/12/2014,

CARRIED 9/0

9.1.4 2014/15 Budget Review

Name of Applicant: Manager of Finance

Author: Manager of Finance

Voting: Simple

Date: 5 February, 2015

SUMMARY/COMMENT:

As provided in the Local Government Act, 1995, Council is to carry out a budget review half yearly to revise the current budget and make adjustments towards achieving a balanced budget at 30th June each year.

In the current 2014/15 budget, almost all budgeted items in expenditure and income are tracking well with the exception of expenditure relating to the Kondinin Aquatic Centre. Budgeted expenditure associated with work undertaken by the Shire has been underestimated in respect of this project. Additional costs associated with necessary adjustments to the design of the centre, as well as underestimated provisional costing by contractors and exclusion work items that the Shire has had to carry out, has also contributed to the extra expense. The budget review has made allowances for this extra expenditure required to complete the pool project, while achieving a balanced budget at 30/6/2015.

STATUTORY ENVIRONMENT

Local Government Act, 1995

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

VOTING REQUIREMENT

Absolute Majority

RESOLUTION 2468

Moved Cr Ibbotson

Seconded Cr Meeking

That Council, as part of its 2014/15 midyear budget review, adopt the attached revised 2014/15 budget.

CARRIED 9/0

Absolute Majority

President:

3

Date:

MINUTES OF ORDINARY MEETING HELD AT KONDININ ON 11TH FEBRUARY 2015

9.1.5 Quotes Change Over Holden Colorado KN54 - Existing KM 45,000

NAME OF APPLICANT: SHIRE OF KONDININ

AUTHOR: MOW

VOTING: Simple

BUDGET: 2014/15

DATE OF REPORT: 20 January 2015

SUMMARY/COMMENT:

Council is requested to consider quotations for the supply of one new vehicle to replace the Manager of Works existing 2014 Holden Colorado KN 54.

A quotation specification was issued to three preferred suppliers and all quotations were compliant with the specification.

A best value for money approach was adopted for the Shire of Kondinin taking into account trade in value at 40,000Km, warranty and service.

Changover Budget \$10,000 Ex GST				
Company	Type	Price	Trade	Changover
Edwards Holden	Captiva 5 LTZ 2.2 Lt	\$32,644.53	\$28,171.70	\$4,472.83
City Subaru	Subaru MY15 Outback 2.0 Lt Diesel	\$32,575	\$27,000	\$5,475.00
Ingrey Ford PTY	Mitsubishi LJ Outlander 2.0 Lt Diesel	\$35,910	\$29,000	\$6,910

STATUTORY ENVIRONMENT

NIL

POLICY IMPLICATIONS

In accordance with the Shire of Kondinin purchasing policy 14.3.4 and WALGA preferred supplier guide lines

FINANCIAL IMPLICATIONS

In Councils 2014/2015 Budget there was an allocation of \$10,000 for changeover of the above vehicle.

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENT

Simple Majority

RESOLUTION 2469

Moved Cr Ilich

Seconded Cr Jones

For Council to accept the quote from Edwards Narrogin to supply one new Holden Captiva 5 LTZ for the changeover price of \$4,472.83 EX GST.

CARRIED 9/0

9.1.6 CEO Vehicle 0.KN Changeover

Name of Applicant: Shire of Kondinin

Author: CEO

Declaration of Interest: John Read, CEO, declares a financial interest in this agenda item.

Date: 5th February, 2015

SUMMARY / COMMENT:

My vehicle (2013 Toyota Prado) is due for changeover having completed 41,000kms. I request that it be traded in on a Mazda BT-50 XTR 4X4 dual cab with a factory fitted canopy, long range fuel tank, bull bar, etc. As a further option, I have included quotations received for the replacement of the vehicle with another Prado.

President:

4

Date:

MINUTES OF ORDINARY MEETING HELD AT KONDININ ON 11TH FEBRUARY 2015

The reason I would like a BT-50 XTR is that I would like to purchase the vehicle at the tendered trade in value of the dealer when it is due for changeover to have as my personal vehicle when I retire. Denise and I intend to spend some time caravanning in our retirement and the XTR is a most suitable vehicle for this. The sale of the vehicle to the CEO would need to be advertised in the West Australian notices section advising Councils intention to sell the second hand vehicle to the CEO at market (trade in) value, calling for any objections. The timing on my retirement is uncertain and therefore the timing on purchasing a XTR BT-50 is uncertain. I therefore have obtained quotations in trading the Prado on a new Prado on the basis of Council agreeing that my retirement be extended one year.

The BT-50 XTR is a smart looking vehicle and the changeover is below budget. A best value for money approach was adopted for the Shire of Kondinin in considering the best quote taking also into account warranty and trade in value. Our budget provides for a \$10,000 changeover (Ex GST) and the best quote received from Narrogin Mazda is a \$4,775.00 Ex GST, (\$5,253 including GST) changeover.

A standard warranty of 3 years / 100,000kms applies to all quotations.

On purchasing another Prado with the same specs as the current vehicle (tow bar, roo bar, etc.), the best quotation was from Narrogin Toyota with a \$8,152.41 changeover.

Changeover Budget \$10,000 Ex GST				
Company	Type	Price	Trade	Changeover
Narrogin Mazda	Mazda BT-50 XRT	\$55,253	\$50,000	\$5,253
Golden City Mazda (Kalgoorlie)	Mazda BT-50 XRT	\$58,302	\$45,500	\$12,802
Northam Mazda	Mazda BT-50 XRT	\$53,290	\$46,254	\$7,036

Quotations received on replacing the Prado with another Prado are as follows:

Changeover Budget \$10,000 Ex GST				
Company	Type	Price	Trade	Changeover
Narrogin Toyota	Toyota Prado GXL	\$58,152.41	\$50,000	\$8,152.41
Merredin Toyota	Toyota Prado GXL	\$59,227	\$46,000	\$13,227
Northam Toyota	Toyota Prado GXL	\$62,949	\$46,000	\$16,949

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATION

Purchasing Policy 14.3.4

FINANCIAL IMPLICATIONS

In Councils 2014/2015 Budget there was an allocation of \$10,000 for changeover of the above vehicle.

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENT

Simple majority

RESOLUTION 2470

Moved Cr Ibbotson

Seconded Cr Meeking

THAT Council has determined that the most suitable vehicle changeover of the CEO's vehicle from quotations received is a Prado from Narrogin Toyota.

CARRIED 9/0

President:

5

Date:

MINUTES OF ORDINARY MEETING HELD AT KONDININ ON 11TH FEBRUARY 2015

9.1.7 Capital Items Progress

Name of Applicant: CEO
Author: Manager of Finance
Voting: Simple
Date: 9th December, 2014

SUMMARY/COMMENT:

Expenditure on capital items for 2014-2015

Programme	Description	Original Budget	Notes
Governance	Automatic Door (Admin Office)	13,000.00	In Progress
Governance	Photocopier Lease (Carryover)	2,448.00	In Progress
Governance	Server & Computer Upgrade	25,100.00	Completed
Governance	Blue Light Disco – PA, Lighting, etc.	5,644.00	Completed
Governance	OKN Vehicle Changeover	55,000.00	Feb 2015
Governance	KNO Vehicle Changeover	45,000.00	2015/16
Governance	KN04 Vehicle Changeover	35,000.00	Completed
Health	KN52 Vehicle Changeover	40,000.00	2015
Housing	Housing fixture improvements	25,000.00	In Progress
Community Amenities	Hyden Sewerage (carryover)	202,694.00	In Progress
Community Amenities	Water Tank & Bench Seats	2,620.00	In Progress
Recreation & Culture	Folding Tables for Public Halls	15,300.00	
Recreation & Culture	Kondinin Swimming Pool (carryover)	1,042,917.00	In Progress
Recreation & Culture	Swimming Pool fit-out	45,000.00	
Recreation & Culture	Shade Sails – Trembath Park	4,500.00	
Recreation & Culture	Swings – Trembath Park	4,000.00	Completed
Recreation & Culture	Barbecue – Trembath Park	5,000.00	
Recreation & Culture	Barbecue – Coronation Park	10,000.00	
Recreation & Culture	Hyden Pavilion Upgrade	400,000.00	In Progress
Transport	East Hyden Bin Road Construction	271,234.00	Completed
Transport	Woolocutty Soak Road Construction	159,316.00	March, 2015
Transport	Mt Walker Road Construction	159,313.00	March, 2015
Transport	Marshall Street Intersection	482,609.00	Feb' 2015
Transport	Sloan & Cashmore Road	119,514.00	May, 2015
Transport	Mouritz Street (Primer Seal)	38,376.00	March, 2015
Transport	Smith Loop (Asphalt)	109,250.00	Feb' 2015
Transport	Woolocutty Intersection	100,027.00	MRWA
Transport	Grain Freight – Road (carryover)	206,119.00	February, 2015
Transport	Gordon Street (Reseal)	30,000.00	2015
Transport	East Karlgarin Rd (Storm Damage)	90,146.00	Completed
Transport	Isuzu Truck 2006 – KN57 Changeover	87,740.00	
Transport	Isuzu Tray 2004 – KN60 Changeover	60,290.00	In Progress
Transport	5 Tonne Excavator	97,000.00	Completed
Transport	Construct Bunkers (Hyden Depot)	15,150.00	In Progress
Economic Services	Ticket Machine (Wave Rock)	10,000.00	
Economic Services	Yeerakine Rock – ANZAC facilities	6,000.00	
Economic Services	Pioneer Commemorative Wall	25,000.00	Mar 2015
Other Prop & Services	KN54 Vehicle Changeover	35,000.00	Nov 2014
Other Prop & Services	KN53 Vehicle Changeover	26,000.00	

FOR INFORMATION

President:

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MINUTES OF ORDINARY MEETING HELD AT KONDININ ON 11TH FEBRUARY 2015

9.2 CHIEF EXECUTIVE OFFICER'S REPORT

The meeting adjourned at 4.58pm to attend the Annual Electors Meeting.
The meeting re-convened at 5.35pm with an observer, Bruce Browning.

9.2.1 Jupiter Health & Medical Services

Name of Applicant: Jupiter Health & Medical Services

Author: CEO

Declaration of Interest: Nil

Date: 10th December, 2014

BACKGROUND:

As reported at the November, 2014 Council meeting, Jupiter Health & Medical Services presented a proposal for an amendment to its Contract/Agreement with the Shire of Kondinin. Basically, Jupiter advise that the practice is not economically viable and requests the Shire(s) pay an additional \$72,000 per year (\$6,000 per month), plus meet the cost of overheads such as cleaning, telephone, electricity, etc. in respect of the Kondinin Medical Centre, amounting to an estimated \$10,000 - \$12,000 per year. These overheads would be the responsibility of the Shire of Kondinin rather than Kondinin and Kulin as they relate to the Kondinin Medical Centre. Of course the Shire of Kondinin currently provides the Medical Centre premises, fully furnished (new) Doctor's residence & Doctor's vehicle plus fuel, all free of charge to Jupiter.

Of the \$72,000 per year assistance requested, our share (3/5ths) would be \$43,200 (plus approximately \$10,000 to \$12,000 overheads) and Kulin Shire's (2/5ths) would be \$28,800. Under our current agreement, Jupiter is required to provide the medical doctor services under current arrangements until 15th September, 2015, when an option to extend the arrangement is available providing both parties are agreeable. Leading up to the signing of the Agreement, Jupiter gave assurances that, (with the Shires providing free of charge the medical centre, Hyden & Kulin doctor surgery premises, the new residence fully furnished and the Doctors vehicle), they would be able to operate viably.

Council at its meeting held on 19th November, 2014 resolved the following:

RESOLUTION 2436

Moved Cr Seconded Cr

That Dr Solomon of Jupiter Health & Medical Services be advised that:

1. Council is of the view that the practice cannot operate viably with a doctor who refuses to deal with women's issues. Council is also concerned regarding the hours of operation of the surgeries and the service provided to the hospital.
2. Council is prepared to consider Jupiter's financial assistance request.

CARRIED 9/0

At the above Council meeting it was informally agreed that Council meet the overheads at the Kondinin Medical Centre from 1/1/2015. Jupiter has been advised of this.

Kulin Shire advised that at its recent Council meeting they agreed along very similar lines to the Shire of Kondinin regarding Jupiter's request for financial assistance. The above Council decision was conveyed to Dr Solomon of Jupiter.

A meeting was held in Kondinin on 3rd December, 2014 of representatives from both Shires to discuss the matter, prior to the matter being progressed with Dr Solomon of Jupiter. The outcome of the meeting was that Dr Solomon of Jupiter be (email) advised of our concerns regarding the shortfalls of the service that is provided, requesting they be remedied by 18th March, 2015 (Council's ordinary Council meeting date), when consideration will be given to Jupiter's request for financial assistance. The strong view of the meeting was that we will not consider Jupiter's request for financial assistance while the service provided is unsatisfactory. Dr Solomon has initially responded to this advice as follows:

"What the shire and the people of Kondinin, Kulin and Hyden is asking and requiring is absolutely within their rights.

Our meeting just concluded now and we resolved to conduct another investigation with Dr. Shukur.

Jupiter Health reputation as a service provider is at stake in Kondinin.

*We will do our best to rectify the above email and we will get you a plan of action within the next few days
Many thanks Edward Solomon"*

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MINUTES OF ORDINARY MEETING HELD AT KONDININ ON 11TH FEBRUARY 2015

Council's decision at its meeting held on 17th December, 2014 was:

RESOLUTION 2453**Moved Cr Tuckwell****Seconded Cr Lynch**

That the Council endorse the decision of meeting of the Shires of Kondinin and Kulin representatives that consideration be given to Jupiter's request for financial assistance at the Council's March, 2015 meeting.

CARRIED 7/0**COMMENT:**

At the time of writing this report we have not received the promised plan of action from Dr Solomon. The key issue is that Jupiter's request for substantial financial assistance cannot be considered reasonable if the Doctor service provided is considered unsatisfactory by Council and if Council does not have budgeted funds to cover the additional expense, which additional expense does not form part of the Agreement between the Shire and Jupiter. Any financial assistance, if agreed to by Council, will preferably commence from 1/7/2015.

The previous early closing of Kulin and Hyden surgeries has been rectified with Doctor Shukur now servicing patients who require an afternoon appointment.

On the issue of the Doctor refusing to deal with women issues (based on his religious & cultural beliefs), the following needs to be considered:

- The number of patients affected by this. I am advised that the RFDS female Doctor Moller that has been offering a service to our area every six weeks to women has on most occasions had very few patients. This would indicate the number of female patients that Dr Shukur cannot see is very minimal. In response to the Shire's concerns, Jupiter have advertised that they will be providing a female Doctor once per month.
- Dr Shukur has advised that he will treat female patients in any emergency, which includes internal examinations, breast lumps, etc.
- In view of the above, it perhaps can be considered that Dr Shukur supported by a female Doctor visiting each month, can provide an adequate service.

In discussing the matter with Doctor Shukur and his wife, he has advised me that he enjoys working in our area very much and finds everyone very friendly. He also advised that he intends staying for several more years and his eldest five year old son will be attending Kondinin School this year. Every time I have seen Dr Shukur at the medical centre, he has had a room full of mainly female patients and everyone I have spoken to considers him a very good and personable Doctor.

In engaging their Doctor through First Health, Corrigin Shire took at least six months to get a Doctor, First Health charge \$25,000 recruitment fee, plus \$130,000 per year for support to the Doctor and the Corrigin Shire pay the Doctor a top-up of \$50,000 per year as well. Jupiter, who offer a similar service to First Health, charge no such fees for recruiting and supporting Doctor Shukur. I believe that our model is far better from the Shire's point of view compared to Corrigin's. I also believe that Dr Shukur is delivering a good service to patients, is well liked and a visiting female Doctor once per month can mostly accommodate female patients that Dr Shukur cannot see (excluding emergencies which he can deal with) for pap smears (required to be taken every 6 or 12 months), etc.

This matter needs very careful and considered deliberation, mindful of the facts of the matter. It can be considered in the Shire's best interest to be supporting Jupiter towards achieving a good medical doctor service, always working towards an improvement of the service, rather than adopting a non-supportive approach that may well at the end of the day work distinctly against the Shire's and our community's best interests.

Jupiter has been requested to address the matter of the Doctor's fees for service, following my attention being drawn to \$220.00 charged for a medical carried out for a local high school student, which medical was required by a boarding school.

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATION

There are no direct policy implications in relation to this item.

FINANCIAL IMPLICATIONS

There is no provision in the current budget for the financial assistance requested by Jupiter.

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MINUTES OF ORDINARY MEETING HELD AT KONDININ ON 11TH FEBRUARY 2015**STRATEGIC IMPLICATIONS**

The provision of Medical Doctor services in the Shire of Kondinin is viewed as an important and necessary service.

VOTING REQUIREMENT

Simple Majority unless committing to unbudgeted expenditure which requires an Absolute Majority.

RECOMMENDATION

That Council:

1. support Jupiter Health and Medical Services in its effort to provide a good and sustainable Medical Doctor service to the Shire of Kondinin. Council encourages Jupiter to review its patient fees for service to ensure competitiveness with neighbouring practices and consistency, as well as improve the marketing of the service to encourage more local patients to utilise the service.
2. while having a preference for a Medical Doctor that can treat all female issues, accept that Doctor Shukur continuing to provide Medical Doctor services, assisted by a monthly visit of a female Doctor, is considered an adequate service.
3. consider providing the requested additional financial assistance of \$72,000 per year, shared 60:40 between Kondinin and Kulin Shires respectively, in the 2015/16 budget considerations, as no provision is made for such unexpected expenditure in both the current Shire budget or in the terms of the current Agreement between Jupiter and Shire of Kondinin.

Council's decision below differed from the Officer's Recommendation due to Council considering the limited doctor service provided by Jupiter Health & Medical Services constituted an inadequate service.

RESOLUTION 2471

Moved Cr Meeking

Seconded Cr Ibbotson

That Council approach Jupiter Health & Medical Services regarding improving their Medical Doctor services, covering the following issues:

1. The Shire of Kondinin communicate regarding these issues in future with Dr Michael Gendy.
2. Jupiter ensure that its surgeries are open to the public during the hours advertised.
3. Jupiter ensure that all patient fees charged are consistent and that these fees be advertised at surgeries and in the local newsletters.
4. Jupiter solve its staffing problems.
5. Jupiter's request for \$72,000 per year financial assistance be considered in September 2015, when the renewal of the Agreement/Contract is to be considered and negotiated.
6. Jupiter provide a Medical Doctor who treats all patients.
7. Jupiter ensure that the Kondinin based pharmacy is operating and common drugs required by patients are available at surgeries during the Doctor's visits to Kulin and Hyden.
8. Jupiter provide details of the daily number of patient attendance at Kondinin, Hyden and Kulin surgeries for the last six month period (1/9/2014-28/2/2015).

CARRIED 9/0

9.2.2 Minister for Local Government's Visit

Name of Applicant: CEO

Author: CEO

Declaration of Interest: Nil

Date: 5th February, 2015

SUMMARY / COMMENT:

Minister Simpson and his Principal Policy Adviser Jessica Lenney visited Kondinin on Wednesday, 4 February 2015 and met with the Shire President, Councillors Meeking, Ibbotson, Smith, Lynch, Jones and the CEO, DCEO and Manager of Finance.

Items discussed were:

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- **Yeerakine Lodge Extension** – Minister Simpson suggested that Council develop a strong Business Case to support funding applications to Wheatbelt Development Commission, which could possibly be carried out by a university student studying in an area relevant to aged care/accommodation.
- **Reinstatement of CLGF funding to regional local government from 1/7/2015, ongoing** – Minister Simpson advised that the State Government's current policy is that this fund will not be reinstated, but projects can be funded through the Department of Regional Development / Wheatbelt Development Commission with royalties for regions funding.
- **Continuance of the ability of affected local governments to GRV rate mining infrastructure property** – The Minister advised that he believes that the state government will amend the Local Government Act, 1995 to allow local governments to continue to GRV rate mining infrastructure with the trial provisions deleted.
- **Council's strong opposition to forced amalgamations of regional local governments** – The Minister advised that he understands that forced amalgamations of country local governments could have negative results, with country communities operating very differently than metropolitan local governments and communities. He indicated that amalgamations of country local governments is not currently on the state government's agenda and confirmed his statement made at a recent LGMA conference that as long as he is local government Minister, there will be no forced amalgamation of country local governments.
- **State Government Road Grant funding to local governments and MRWA funding to allow for necessary Brookton Highway realignment projects to go ahead in the Shire of Kondinin.**
- **Tier 3 Rail closure and effect on local roads.** – On these two issues, the Minister advised that the State Government is forced to cut costs due to budget constraints caused largely by significant reduction of resource industry royalties to the State, geared to greatly reduced commodity prices. On the rail issue he advised that negotiations are continuing with Brookfield and that he is aware of local roads deteriorating as a result of increased road train traffic carting grain due to rail closure.

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATION

There are no direct policy implications in relation to this item.

FINANCIAL IMPLICATIONS

Nil.

STRATEGIC IMPLICATIONS

Nil.

VOTING REQUIREMENT

Simple majority

RESOLUTION 2472

Moved Cr Jones

Seconded Cr Tuckwell

THAT Council receive the CEO's report regarding the Minister for Local Government's visit to Kondinin.

CARRIED 9/0

9.2.3 Disposal of Residence - 46 Graham Street, Kondinin

Name of Applicant: Shire of Kondinin

Author: CEO

Declaration of Interest: Nil

Date: 5th February, 2015**SUMMARY / COMMENT:**

A couple with children who are resident in Kondinin have expressed keen interest to purchase the Shire owned 3X1 residence at 46 Graham Street, Kondinin (opposite the Shire Depot).

The residence was built in 1969 and the asset register book value according to our valuers is \$97,000.

Currently this is the only Shire owned residence not occupied and the only one available for any new employee. However the need for housing an employee is not considered likely and the sale of the property

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career. The valuable training offered will likely allow the person to continue a local government career path with another local government after the contract with us concludes.

2) Hyden Sewerage**October 2014**

At the September council meeting it was requested that 4 Rivers Plumbing & Gas provide details of the number of leach drains still requiring decommissioning. Information provided by them on 22nd September was that there were 30 properties remaining to be decommissioned. A list of properties completed and to be done will be provided at the October council meeting.

November 2014

Several properties still require their leach drains to be decommissioned and filled. Pete Smith from 4 Rivers Plumbing is following up the report from last meeting where several houses listed as being decommissioned apparently were not. The Hyden Rec. Centre, CRC, swimming pool and shire depot are still to be decommissioned and connected to the sewer. We are advised that work on these will commence early November.

December 2014

The CEO and DCEO had a meeting with Pete Smith from 4 Rivers Plumbing on 1st December regarding concerns expressed at recent council meetings. He advised that those houses reported as not having their leach drains decommissioned have now been completed. He expressed concerns about the inaccuracy of the drawings supplied by the Water Corp in regard to some connections which has resulted in an increase in costs. These additional costs will not have an effect on our budget. The total cost should still come in just under budget however we will look at seeking some restitution from the Water Corp in due course for the additional variations.

January 2015

All connections have now been completed. The final amount of variations as a result of some misinformation from the Water Corporation came to \$78,365.00. We have written to the Water Corporation requesting reimbursement for the additional costs and are awaiting a reply.

Robb Carr Pty Ltd is still to complete the road restorations which they were supposed to complete in January. The Water Corporation has advised that there is to be a site meeting mid February with the contractors, the Water Corporation and Shire representatives to discuss the works required due to change in personnel.

3) Kondinin Swimming Pool – Upgrade

October 2014 – the pool bowl has been completed, ladders and railings installed. Paving around the perimeter of the pool has been completed. The installation of the switchboard to the pump room has been delayed due to delays with Western Power. This has affected the final testing of the pumps. As at 30th September the pool was 93.33% complete. The boundary fence has been commenced with reticulation installation commencing 13 October and the turf installation commencing 20th October. Filling of the pool will commence on 20th October.

Internal gyprocking of the building is 75% complete. Some windows and external doors have been installed. ATU system is being installed. The building will not be completed by 17th October.

November 2014 - the swimming pool has been completed with the pool being filled on the weekend of 1st and 2nd November and the pumps turned on 3rd November. Training for the operation of the plant room has been completed by the proposed pool manager as well as Tammy Wilkins and Jen Henderer for backup if necessary.

The building is progressing well with most outside windows and doors installed, ceiling installation and internal painting commenced. There was an initial inspection of the pool on 4th November by an officer from the Department of Health and discussions were entered into on our ability to open the pool prior to the building being completed. It appears we may be able to do so subject to several conditions.

December 2014 – the pool is up and running with water tests coming through with varying results. Water testing is being done on a regular basis however until they settle down we cannot be confident in opening the pool. Apparently this is common in new pools. We are also awaiting the completion of the first aid room so that we can seek an opening prior to the building being completed. The pool building is progressing well with tiling of the wet areas well underway, floor

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coverings have been ordered, internal lighting installed and kiosk fit-out ordered. Timing is now of the essence and completion by 31 December will be tight.

January 2015 – the swimming pool was opened to the public on Saturday 20th December 2014 after much to-ing and fro-ing with the Health Department. Portable toilets were supplied and the first aid room was fully functional. Temporary shade was also provided.

The completion of the building continues with installation of the air conditioning system, partial paving of the verandahs and tiling of the change rooms. The official opening of the pools is set for 22nd February.

4) Department of Water MOU – Allen Rocks Bore, King Rocks and McCann Rock

October 2014 – An information package for all farmers in affected areas has been sent out in anticipation of the installation of the swipe card system.

November 2014 – some responses from farmers have been received and follow-up advertising has commenced.

December 2014 – Nothing to report.

January 2015 – nothing to report.

5) Hyden Recreation Centre Extensions

November 2014 - Tenders for the extensions to the Hyden Recreation Centre closed in November with three tenders being received. All tenders were subsequently rejected at the November council meeting. Council moved that we self-manage the project with the assistance of the council's building surveyor.

December 2014 - Progress has been slow to date due to additional requirements from DFES regarding fire prevention which has resulted in the building permit not being issued yet. Apparently DFES has increased their requirements recently and all t's need to be crossed and i's dotted before they will pass any plans. Our Building Surveyor is working on the necessary documentation.

This project needs to be expended by 30th June 2015 but ideally completed by 31st March 2015.

January 2015 – The building permit has been approved. Demolition work has commenced. Windows have been ordered, some electrical work has been done, bricklayer has been booked and manufacture of the roof trusses commenced.

RESOLUTION 2476

Moved Cr Meeking

Seconded Cr Illich

That the CEO's General and Project Status Report be received.

CARRIED 9/0

LATE ITEMS

9.2.7 Eastern Wheatbelt Declared Species Group

Name of Applicant: Eastern Wheatbelt Declared Species Group

Author: CEO

Declaration of Interest: Nil

Date: 9th February, 2015

SUMMARY / COMMENT:

The Chairman of the Eastern Wheatbelt Declared Species Group, Cr. Cyril Smith, has advised of a proposed rating scheme to funding the group's activities. Attached is the Chairman's submission.

The motion passed by the Group is as follows:

That the Group with OSR & DAFWA, implicate the flat rate of \$60 on properties over 5 hectares, effective from the 2015/16 financial year if possible. (Charging 3,420 VENs, generating \$205,138, which DAFWA will match.

I believe that the motion ought to be supported by the Shire of Kondinin. I have discussed the matter with Heather Lockyer, our Rates Officer and we can see no problem in administering the rate/levy from 1/7/2015.

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATION

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Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENT

Simple majority

RESOLUTION 2477

Moved Cr Smith

Seconded Cr Lynch

THAT Council support the Eastern Wheatbelt Declared Species Group in introducing a \$60.00 rate of properties over 5 hectares from 1/7/2015.**CARRIED 8/0**

Cr Meeking wished to be recorded against this motion.

9.2.8 Prohibited Burning Season – Proposed Extension

Name of Applicant: Shire of Kondinin

Author: CEO

Declaration of Interest: Nil

Date: 9th February, 2015**SUMMARY / COMMENT:**

The existing fire burning restriction and prohibited periods are:

Restricted (Permit Required) – 19th September to 31st October & 15 February – 31st MarchProhibited – 1st November to 14th February.Due to the hot weather prevailing currently, it is recommended that the Prohibited period be extended to 28th February, 2015.**STATUTORY ENVIRONMENT**

Nil

POLICY IMPLICATION

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENT

Simple majority

RESOLUTION 2478

Moved Cr Tuckwell

Seconded Cr Ibbotson

THAT Council extend the end date of the Prohibited Burning Season from 14th February, 2015 to 28th February, 2015 due to weather conditions.**CARRIED 9/0****9.3 MANAGER OF WORKS****9.3.1 GENERAL****Construction Crew****Kondinin/Narembeen Road**The construction crew commenced work after annual leave on Tuesday 27th January.

Construction has commenced on the Kondinin / Narembeen Road. This project entailed widening, cement stabilising and two coat seal. There are several areas that are a danger to motorists that will be reinstated in addition to the reconstruction.

Brookton HWY McPherson Street Junction Upgrade.

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There has been a delay in commencement of this project due to some technical issues that need to be resolved by MRD. The issues should be resolved in the next two weeks.

Outcome of meeting held with MRD 23rd January - Brookton HWY McPherson Street Junction Upgrade.

The intersection has been redesigned and will require reconstruction of 190 metres of the Brookton Hwy to accommodate new design levels, delete all underground drainage, sumps and side entry pits and retention sump. The reason for changes was the discharge of drainage water not meeting environmental guide lines. Construction plant utilised on the project will have to undergo an inspection that is to be carried out by an accredited auditor to confirm compliance with MRD standards. This also includes all plant to be fitted with emergency stop buttons. This cost can be recovered from the overall project.

Sealing Works

Programmed in for Aylmore Road 2km 14 mm reseal Monday 2nd February

East Hyden Bin Road 2km 14 mm reseal Tuesday 3rd February

Kondinin/Narembeen Road 1km 14 & 7 mm 2 coat seal plus failed pavement areas Monday 26th February

Plant Report

Maintenance Truck KN57 Unfortunately there was no other option than to take this unit off the road as it was operating without brakes to one front and one rear wheel and is in a poor state of repair.

In the short term the brakes have been repaired and minor rectifications carried out to make the vehicle operational. There has been an estimate provided to carry out all necessary repairs for the sum of \$14,021

In the 2014/2015 Budget there is provision to replace KN57 with a new Cab and Chassis and change the existing body over. The trade in value for this vehicle has been estimated at \$19,525. If the repairs of \$14,021 were carried out this would not increase the trade in value by this amount.

Subject to the budget review the options are:

1 Call tenders to replace KN57.

2 Complete repairs for \$14,021 and replace the cab chassis in 2015/2016 bearing in mind there would still be additional on-going maintenance costs until the unit was replaced due to the age.

Parts Suppliers

Council is currently paying up to 32% above the recommended retail price for some spare parts that are supplied by mechanical contractors for the Shire. The Shire should be purchasing parts at cost plus 15%. The intention is for mechanical contractors to provide Council with a list of parts required for repairs and the Shire will source the parts. We are currently negotiating with suppliers to provide discounted parts.

Plant Repairs

KN 2108 Float replace brake drums and linings.

KN 77 GIGA Prime Mover service

KN 67 Volvo Loader service

KN 64 Volvo Grader repairs to hydraulic ram.

KN 66 John Deere Grader repairs to rear mounted roller

KN 63 replace two tyres

KN 79 Community Bus service brakes clean DPF unit. Operators of the community bus will need to be made aware of the ramifications if the DPF unit is not cleaned as per the manufacturer's specifications.

Servicing to all small plant.

Maintenance Grading

Only one grader has been operating over the holiday period. The roads that have been graded are Holt Rock, Bushfire Rock, Marvel Lock/Forrestania, Hyden/Norseman, Holland Track Marble Rock East.

Town Maintenance – Kondinin, Hyden & Karlgarin**Kondinin**

General maintenance to town gardens, remove fence in front of swimming pool, slashing street verges, relay a section of paving bricks and trim trees in Kondinin Information Bay, weed spraying to footpaths and remove rubbish from truck bays.

Hyden & Karlgarin

Maintenance to town streets, slash road verges, mow swimming pool lawns, mow town oval, and repair 80mm main reticulation line from the dam to the oval.

Kondinin dam levels:

CBH dam: 4.50m

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Main storage dam: 2.00m

Dam No 2 3.00m

Dam No 3 Empty

Golf Course dam Full

Upcoming Work

Start repairs to culvert head walls as there are over 60 culverts without or damaged head walls throughout the Shire

Remove trees on the Brookton Hwy McPherson Street junction ready for construction.

Monitor road repairs on failed sections of Hyden streets when sewer mains were installed.

9.3.2 Plant Report

Plant report as at the 31 January 2015 was attached.

RESOLUTION 2479

Moved Cr Tuckwell

Seconded Cr Smith

That the Works Manager's Report be received.

CARRIED 9/0

9.4 Community Development Officer's Report**Official Opening of the Kondinin Aquatic Centre**

The official opening for the Kondinin Aquatic Centre will be on Sunday the 22nd February 2015. The Minister for Sport and Recreation (Mia Davies MLA) and Paul Brown MLC, Member for the Agricultural Region will be attending. Unfortunately, the Minister for Regional Development (Terry Redman MLA) is unable to attend and has asked Mia Davies MLA to act on his behalf. The formalities will commence at 12.30pm which will then be followed by a community BBQ along with the Thank a Volunteer awards. Everyone in the community is invited, invitations have been sent out as well as a poster that has been advertised throughout the community.

Thank a Volunteer Day Awards

We will be holding two events this year for the awards one in Kondinin on the 22nd February and the other in Hyden on the 1st March 2015. Both award presentations are at the town pools and they will all involve a BBQ as well as free pool entry for the community. We have received some nominations from community members, which will be revealed on the day.

Healthy Weight Week Grant

I have been working with the Hyden CRC in regard to the Healthy Weight Week grant. If we receive the grant money of \$864.00 the Shire along with the Hyden CRC will hold three cooking workshops at the Hyden CRC. They will be based on three ways of cooking healthy meals, on the BBQ in a Thermomix and in the Kitchen. They will be run over three separate dates so that we can target as many people as possible. The Healthy cooking in the Kitchen and BBQ workshops will be conducted by the Southern Wheatbelt Primary Health Service (Health Promotion Officer) as well as the Narrogin Hospital Dietician. The workshops will be held on March/April of 2015 in which we hope we receive good attendance from the community.

One Life –Kondinin Men's Shed Grant

We were successful in receiving funding from "One Life" suicide prevention for the Kondinin Men's Shed Country and Western night which will be held on 19th March 2015. The amount of funding is \$2,200 including GST which will be used to go towards the event. The Men's Shed will be inviting the Regional Men's Health initiative from Northam to come and speak on the topic of suicide and depression, in particular "how to look after your mates". This will be a great event for the men of Kondinin and the surrounding region as it has proven to be a great success at past events.

ANZAC Day 2015

We have been successful in attaining funds from the RSL/Lotterywest for our ANZAC Ceremony in Kondinin in April this year. The total amount is for \$900 which will go towards the gunfire breakfast and the advertising for the event. This year's ANZAC service will be held at Yeerakine Rock for a dawn service commencing at 6.15am. We will then invite the community to the town hall for a gunfire breakfast. Because we have attained funds this year for the event we plan on making the breakfast a little bit fancier

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MINUTES OF ORDINARY MEETING HELD AT KONDININ ON 11TH FEBRUARY 2015

than just the typical BBQ breakfast. Overall it will be a great event for the community in which I hope we get great attendance numbers.

Maternity Leave

I will be taking maternity leave from the 16th March 2015 until March 2016. This means that I will be handing over my position for 12 months to Tory Young. It has been great working for the Shire so far and I look forward to coming back in 2016! Thank you for everything and for the support you have given me in my role so far.

RESOLUTION 2480

CARRIED 9/0

9.5 TOWN PLANNING REPORT

SUBJECT: Planning Application – Proposed Signage
LOCATION: Lot 50 (No. 64) & Lot 49 (No. 66)
(also known as amalgamated Lot 201)
Graham Street, Kondinin

APPLICANT: Anita Mucheria

ATTACHMENTS: Plans & Sign Specifications

DATE OF REPORT: 3 February 2015

AUTHOR: Tory Young, Planning Officer

DISCLOSURE OF INTEREST: Nil

SUMMARY/BACKGROUND

SUMMARY/BACKGROUND

Land Owner:	Madhumohan Shanmugam
Applicant:	Anita Mucheria
Zoning:	Town Planning Scheme No.1 - Commercial
Lot Area	Lot 50 (1391m ²) & Lot 49 (1411m ²) (also known as an amalgamated Lot 201)
Existing Land Use	Roadhouse

British Petroleum (BP) has recently become the fuel provider to the Kondinin Roadhouse located at Lot 50 (No. 64) and Lot 49 (No. 66) Graham Street, Kondinin. The fuel provider requires that the Roadhouse be upgraded to align with standard BP signage and the green and white colour schemes.

An application has been received for the proposed signage submitted stamp dated 17 January 2015 comprising consideration of the removal of the existing 'Golden Fleece' pylon sign and the erection of one (1) new 'BP' pylon sign. The proposal also involves the removal of the existing smaller pylon sign currently advertising the fuel prices and the possible removal of the 'Restaurant' Roof sign currently located over the canopy of the fuel pumps. The works will also involve the painting and re-branding of the fuel pumps, canopy and roadhouse building in the BP colour schemes.

Pursuant to Schedule 5 of the Shire's Town Planning Scheme No.1 the proposed pylon sign along the western boundary of the Kondinin Roadhouse is not an exempt advertisement and therefore requires planning approval. In accordance with the Shire's Town Planning Scheme No.1, in these scenarios signage shall be assessed against the Signs Hoarding and Bill Posting By-Law, however this By-Law has since been rescinded. As such, without new provisions in place, the assessment has been undertaken with due regard to the rescinded By-Law.

The proposal was discussed and referred to Main Roads WA for comment. Written advice received on 4 February 2015, noted that in accordance with the Main Roads Supplement to Austroads Guide to Design Part 4A Unsignalised and Signalised Intersections section 3.4, a required sight distance minimum of 151 metres from the holding line is required. A site visit undertaken by the Shire's Works Manager and Planning Officer revealed that the proposed signage would not comprise the required sight distance from the Gordon Street intersection.

Investigation was also undertaken with Western Power of which it was revealed that the proposed location of the signage may be within a danger zone as stipulated within the Occupational Safety and Health

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5. A certificate from a structural engineer certifying that the sign is structurally sound in relation to site specific wind loading and terrain category including footing details, shall be submitted to the Shire prior to the issuing of a signage/building licence; and
6. The signage shall comply with relevant requirements and legislation relating to the proposed proximity to the 240 voltage and 3300 voltage power lines.

Advice Note

1. The development shall be substantially commenced within two (2) years from the date of this approval. If the development is not substantially commenced within this period the approval will lapse and be of no further effect. Where an approval has lapsed, no development shall be carried out without the further planning approval of the Shire of Kondinin having first been sought and obtained; and
2. A completed building licence application must be submitted to and approved by the Shire's Building Surveyor prior to the erection of the signage.

CARRIED 9/0

9.6 ENVIRONMENTAL HEALTH OFFICER'S REPORT - JANUARY

Date: 11 February 2015
Reporting Officer: Environmental Health Officer, Mr Julian Goldacre
Disclosure of Interest: No interest to disclose

BACKGROUND

This report provides an update for Council on work that Council's Environmental Health Officer provides for the communities within the Shire of Kondinin.

COMMENT**Kondinin Clean-up Project – Notices Severed on overgrown and disused materials in yards**

Following on from the Notices served the EHO conducted site investigations to determine that progress has been made or at all; the following information is now available:

- Mr Smeed, property at 14 Rankin Street has had activity ongoing towards shifting some items (car, old trailer, roofing & building material, some cutting of weeds). There have been numerous (and long) discussions with Mr M Smeed who has made it very clear he wishes to clean up the block but is relying on community members to help; this help is presently on holidays or farming or both. Two community members have been in contact with the EHO (in person & by phone) to explain that the works will get done but more time is needed for Mr M Smeed, during these discussions along with discussions with Mr M Smeed the EHO explained this to be good news to hear and provided the explanations are backed up with activity this would bode well for the situation at hand. Mr M Smeed has presented a letter to the CEO requesting more time (May 2015) as well as a formal certificate to explain his situation and the reason for more time.
- Mr J Ljubic & Ms G Zagar, property at 49 Rankin Street was assessed and one trailer onsite indicating materials being removed off site and salvaged materials being placed in neat and ordered piles (mostly wood possibly for firewood), works ongoing. Of the three properties served Notices this property has resulted in the desired result and again the EHO is of the opinion based on empirical evidence that both Mr J Ljubic & Ms G Zagar are progressing very well and the works completed to date is a credit to them both; and
- Mr A Chambers, property at 26 Rankin Street has been regularly assessed and although no progress other than cutting weeds (which soon grew back) no activity of progress has been noticed. Email correspondence and a phone call from Mr A Chambers have been received by the EHO (who lives and works in the far north of the State of WA) and Mr A Chambers explained that his brother who occupies the building has been commissioned to assist Mr A Chambers to clean up the yards. The EHO contacted Mr D Chambers at the property who explained that two cars have been removed, cutting of weeds was ongoing as keep growing back and that he was going to remove more items in early February.

New Kondinin Swimming Pool Facility - opened

With the desire to open the pool before people left the Shire for school and farmers holidays no effort was spared by the EHO and DCEO to meet the Dept of Health minimal requirements (by their standards,

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MINUTES OF ORDINARY MEETING HELD AT KONDININ ON 11TH FEBRUARY 2015

certainly not 'minimal' from our end of the paddock) for opening the new pool to the public. This went to the wire but the efforts were rewarded and the pool was permitted to formally open, albeit well into the hot season, but opened all the same and remains so to date. Water testing despite some hiccups was finally stabilised and is now at 'drinking water' quality standards which is what pools need to run at.

Bendering Landfill Update

The EHO Ms Lauren Bosch has undertaken the oversight of the Bendering landfill site and is in discussions with the farmer concerned with windblown rubbish leaving the active site area. Avon Waste has been actively addressing the windblown rubbish issue and long poles with cricket netting are to be erected. The draft (#1) strategic plan has been completed by the EHO and will be presented at the next RoeROC meeting for comment and review.

Hyden Transfer Station waste facility

Due to the requirement for the liquid waste contractor to provide the Department of Environment & Regulation with quantities of waste deposited at the Hyden site it became apparent that we exceeded the permitted 100,000. Investigations with EHO Ms L Bosch revealed that during the required septic tank pump outs for the STED scheme this resulted in a higher loading. The EHO contacted DER regarding their letter and they explained that a review of the required information and reasons for the loads they were confident the matter will be put to rest; should this not be the case a license will be required which must be avoided at all costs as they are onerous and expensive and achieve no measurable environmental outcomes. The EHO is endeavouring to resolve the matter.

Public Swimming Pools

All pools for the public are open and available for use due to good water test results. Recent water testing and analysis of water chemistry log books are underway and to date the test results are excellent. These testings are inclusive of the Hyden Hotel and Wave Rock caravan park pools which is required 'formally' once a month.

Septic applications & approvals

One enquiry for the Flying fox mine for an Aerobic treatment unit (ATU) and no approvals to date.

STATUTORY ENVIRONMENT

Health Act 1911

Environmental Protection Act 1986

Local Government Act 1995

POLICY IMPLICATIONS

There are no direct policy implications in relation to this item.

FINANCIAL IMPLICATIONS

There are no significant financial implications in relation to this item.

VOTING REQUIREMENT

Simple Majority

FOR INFORMATION PURPOSES ONLY**9.7 BUILDING SURVEYOR'S REPORT JANUARY 2015**

Permits were issued for:

1. Hyden Recreation Centre additions
2. Hyden Netball shed extension.

FOR INFORMATION ONLY**9.8 SWIMMING POOL REPORTS****KONDININ**

- Department of Health conducted water quality test on 22.1.15 and the results were excellent.
- Water consumption 8th December-2nd January is 1239 kilolitres. I suspect reticulation is the reason for the high water consumption though I will investigate further for a reason for high consumption.

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- Attendance 20/12/14 - 3/2/15 Total 1272
- Some water features dislodged from the beach entry on two occasions. I contacted Mark Bailey from Commercial Aquatics to confirm which type of adhesive to use. This process involved having to partially drain the pool of approximately 20,000 liters which I used as backwash and is typical of a standard backwash.
- I have had some trouble with a small number of patrons not abiding by the rules. This matter to my knowledge is now resolved. I have since placed conditions of entry to the pool on the entrance gate and have flyers on hand.
- There are some patches of lawn that have died due to lack of pressure to sprinklers. The gardeners have recently fixed this issue and we can expect the lawn to recover in time.
- All in all the pool is running very well with very few issues. The patrons and myself are happy to see that the pool is now open and finally getting used. I would like to commend Richard and Andy on their quality of work. They have been working round the clock to get the building finished.

I have had some travellers come through who have been absolutely amazed that such an oasis exists in this neck of the woods.

When the Kondinin Aquatic Centre is completed it will be something that the community and everyone involved should be very proud of.

Shaun Franich

Swimming Pool Manager

HYDEN

A Report is attached from the Hyden Swimming Pool Manager, Wayne Dicker-Lee, for your information.

FOR INFORMATION ONLY**9.9 MAINTENANCE REPORT – JANUARY 2015**

Please find below an Activity report for the month of January 2015

This month was a short month after returning from xmas break on the 19th of January. It started with going through what was left over from the end of December and following up on a few things. These things included the BBQ at the breakers at wave rock. This has been an ongoing issue now for some months and has had three different Electrical contractors look at the issue the last being J.W. Power Electrical. The bbq was rewired and working at the time but lasted only two days and blew out again. The issue has been raised with Shire CEO and DCEO and we have concluded that due to age and safety issues it would be best to replace the hotplate and all electrics with this bbq quotes are being obtained.

At the end of 2014 I started to get around to all of the shire owned houses to check all screens and glass progress has been made on this with all employee homes being checked and screens fixed around a dozen screens and 5 screen doors were rewired.

The Kondinin Administration Building had all lights moved around to match up clear with frosted and also had 27 tubes replaced along with about half a dozen flasher units . While at the Admin building the Air conditioner return Air vents were removed and cleaned .

The caravan park has been quiet regarding maintenance .

The chalets were all clear apart from an issue with the shower in chalet #3 and this was fixed.

Both east Hyden and Karlgarin repeaters were checked and while the East Hyden one was all clear the Karlgarin site needed to be cleaned as someone had dropped household items up there. These included a vacuum cleaner along with a large flat screen TV. These items were taken to the Kondinin Police station for serial numbers to be taken and checked against stolen goods list. While travelling to East Hyden site came across stray cattle on road. These were located back to the owners at VR & DJ Mouritz and they dealt with the issue.

General maintenance was carried out at the C.E.Os house including cleaning Air Return vents for the air conditioner .

New washing machine taps were fitting at Brian Lucas's house along with laundry sink taps due to age wear and tear of old ones .

I have also noted that the Air Conditioner at Brian's house needs to be looked at and have arranged for this to be done .

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The new ice machine has finally decided to work properly and has been set up in the Hyden Works depot. Yeerakine Rock was inspected and all clear apart from a damaged 4mtr gate and a new one has been ordered and will be fitted when it arrives.

I visited King Rock dam while doing water metre readings and found a water leak in the 75 mm hose running down the front of the rock that feeds the water tanks. This was rectified and new fittings obtained and fitted. There is however also a lot of water being lost through the front wall of the dam face due to leaks through the concrete.

The signs at the entrance of the Kondinin Spots Pavilion fell down due to very old chains ect and these now have been replaced with all new chain and fittings and rehung.

There have been a couple of small items at Wave Rock being water leaks ect and have been fixed. There was some graffiti on signs at the entrance ,this was cleaned off.

Walk trails at Wave Rock and the Humps were walked and trees ect reported to works manager to be removed from trails.

Hyden Swimming Pool was visited to make up a new drain cover and fit after the original went missing and a new one couldn't be found .

There was a broken water pipe at McCanns rock that needed to be fixed.

Avon Waste environmental toilet was serviced along with the Hyden tip toilet.

The new back door lock arrived at last for the Hyden Daycare Centre and after a bit of alteration was fitted and now is complete and keys handed to the staff. They have been very patient with their required maintenance so I thank them a lot. Their front window is now on an ASAP list with Narrogin Glass and should be done soon.

From the 19th January through till the 31st there were 6 Illegal campers located camping around Hyden and after a couple of them being required to clean the site they were at they were requested to move on . Between the 19th January and 31st January collected \$60.00 in entry fees at wave rock with early morning visitors ignoring the Ticket Machine.

Upon returning to work KN53 kms were at 127459.

At months end they were at 128962. Total Travel For 19th January to 31st being 1503kms.

Water Readings and site report for January 2015 as follows

Aylmore Doubles	Site clean	Reading = 027644	Tanks Full
Redhill	Site clean	Reading = 3512637	Tanks Full
Tolland	Site clean	Reading = 2791238	Tanks Full
Raine	Site clean	Reading = 011520	Tank Full
Karlgarin Stand pipe	Site clean	Reading = 004981	
Bendering Siding	Site clean	Reading = 07847766	Tanks Full
King Rocks Tanks	Site dirty (cleaned)	Reading =NO metre	Tanks Full
King Rock Dam	Some Old rubbish around	Reading = No metre	Dam half full
Kondinin Standpipe	Site clean (Bin on site)	Reading = 052738	Tanks full

Wedge Tailed Eagle sightings for the month .

Pair at East Hyden bins mid January. Stayed in trees.

Pair at Cashmore Road mid January. Took flight East.

Pair at King Rock dam end of January. Took flight North.

Single at Raine Road end of January. Flying East.

Single at Bendering CBH site end of January. Stayed in trees.

The work on the Maintenance trailer is progressing with the new full size trade box now complete and ready to be mounted along with water tank being made up and fire extinguisher being mounted. The draw bar has also been cut out and replaced with new due to damage when used on the road maintenance truck some time ago. I look forward to being able to use this unit when it is finished.

That's about January apart from a few smaller items, liaison with administration staff re work required doing reports, maintaining KN53 etc.

Thank you very much.

Greg Gleeson

Kondinin Shire

Maintenance Officer & Cleaner

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MINUTES OF ORDINARY MEETING HELD AT KONDININ ON 11TH FEBRUARY 2015

FOR INFORMATION ONLY

10. BUSINESS OF AN URGENT NATURE

Nil.

11. CLOSURE

Being no further business the meeting was closed at 7.11pm.

UNCONFIRMED

President:

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Date:



Mr John Read

CEO Shire of Kondinin

24th Feb., 2015

Dear John

Re Lot 276, 6 Cottle way Kondinin

Please note that we would like to offer the above block to the Kondinin Shire for \$1 with consideration of it being used by the Kondinin Mens Shed

Regards

Allan McWhirter

0429 120013

www.gsfuels.com.au

Albany	(08) 9844 3243	Lake Grace	(08) 9865 1221
Narrogin	(08) 9881 1962	Katanning	(08) 9821 1766
Corrigin	(08) 9063 2014	Koorda	(08) 9684 1286
Wongan Hills	(08) 9671 1057	Moora	(08) 9651 1073



INSTRUCTIONS	
1.	If insufficient space in any section hereon, (or if the Transferee requires a Duplicate Certificate(s) of Title to issue where a request for non issue has been received previously, or that a Duplicate Certificate(s) of Title not be issued subsequent to this Transfer of Land), then Form T2 should be used. Additional sheets should not be used.
2.	No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
3.	Duplicate Crown Lease or where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production.
NOTES	
1. DESCRIPTION OF LAND	Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated. Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated. The Volume and Folio or Crown Lease number to be stated.
2. ESTATE AND INTEREST	State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
3. LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS	In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the land being transferred that are recorded on the certificate(s) of title: a) In the Second Schedule; b) If no Second Schedule, that are encumbrances. (Unless to be removed by action or document before registration hereof) Do not show any: (a) Easement Benefits or Restrictive/Covenant Benefits; or (b) Subsidiary interests or charges affecting a limitation, etc, that is to be entered in the panel (eg, if a lease is shown, do not show any sub-lease or any document affecting either). The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram. Strata/survey-strata plan encumbrances are to be described as "Interests on strata/survey-strata plan". If none show "nil".
4. TRANSFEROR	State full name of the Transferor/Transferors (Registered Proprietor) as shown on the Certificate of Title or Crown Lease.
5. CONSIDERATION	If a sum of money only, to be expressed in figures and in every other case to be concisely stated in words.
6. TRANSFEREE	State full name of the Transferee/Transferees (Purchaser) and the address/addresses to which future notices can be sent. If a minor, state date of birth. If two or more state tenancy eg: Joint Tenants, (on the death of a joint tenant, the survivor(s) become(s) the registered proprietor(s) of the deceased's interest by applying to the Registrar of Titles). Tenants in Common, (on the death of a tenant in common, their share is dealt with according to their will). If Tenants in Common specify shares.
7. TRANSFEREE'S TRANSFEROR'S EXECUTION	Transferees and Transferors must sign their appropriate panel. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an adult person. The full name, address and occupation of the witness must be stated. Execution by a corporation or body corporate must be in accordance with the Corporation Act
	

EXAMINED	
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N 20113 T
05 Jun 2015 08:34:39 Midland

REG \$ 160.00

TRANSFER	
LODGED BY	Shire of Kondinin
ADDRESS	PO Box 7 KONDININ 6367
PHONE No.	
FAX No.	
REFERENCE No.	
ISSUING BOX No.	99A1

PREPARED BY	
ADDRESS	
PHONE No.	FAX No.
REFERENCE No.	

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY.

2/2

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH	
1.	Assess Notice
2.	VOL X2
3.	
4.	
5.	
6.	
Received Items Nos. (2)	
Receiving Clerk AP	

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.



FORM T1
WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

TRANSFER OF LAND

TRANSACTION DATED Undated *exempt*

DUTIABLE VALUE \$ 1.00
*Except sec 92 of Act
Act 1992 VG VALUED*

DESCRIPTION OF LAND (Note 1) Lot 276 on Diagram 58922	EXTENT Whole	VOLUME 1562	FOLIO 616
--	-----------------	----------------	--------------

ESTATE AND INTEREST (Note 2)
Fee Simple

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 3)
(a) NIL

TRANSFEROR (Note 4)
(see) (f+) Paceview Pty Ltd (ACN 009 455 798)

ABN 99 593 347 728
WESTERN AUSTRALIA DUTY
TSF 27/05/15 14:15 003350979-001 VG N
DUTIABLE VALUE \$ *****.00
DUTY \$ *****.00
EXEMPT 100 %

CONSIDERATION (Note 5)
One Dollar - \$1.00

TRANSFeree (Note 6)
(see) Shire of Kondinin of 11 Gordon Street, Kondinin

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFeree the estate and interest herein specified in the land above described, subject to the encumbrances as shown herein.

Dated this <u>19</u> day of <u>May</u> Year <u>2015</u> TRANSFEROR/S SIGN HERE (Note 7)	TRANSFeree/S SIGN HERE (Note 7)
<p>Signed by <i>John George McWha</i> In the presence of <i>Geoffrey Allan Sabourne</i> GEOFFREY ALLAN SABOURNE Justice of the Peace - 28148 Director</p> <p>Signed by <i>Patricia Faye McWha</i> In the presence of <i>Geoffrey Allan Sabourne</i> GEOFFREY ALLAN SABOURNE Justice of the Peace - 28148</p> <p>Executed by Paceview Pty Ltd (ACN 009 455 798)</p>	<p>Signed by <i>John Maithland Read</i> In the presence of <i>Susan Loretta Pegrin</i> SHIRE OF KONDININ - CEO Sergeant - Executive Support Officer SUSAN LORETTA PEGRIN</p> <p>Executed by Shire of Kondinin ABN 46 617 306 610</p>

LANDGATE COPY OF ORIGINAL NOT TO SCALE 27/11/2025 11:09 AM Request number: 69098907



www.landgate.wa.gov.au

16. JUN. 2015 15:19

SHIRE OF KONDININ 891

NO. 639 P. 1

SHIRE OF KONDININ
GORDON STREET, KONDININ 6367.
P.O. BOX 7, WESTERN AUSTRALIA.
TELEPHONE (08) 9889 1006
FACSIMILE (08) 9889 1197



Fax

To: Cindy Melder
Landgate
From: Alan George
PH. 9889 1006

Fax: 9273 7633
Pages: 3

Phone: 9273 7813
Date: 16/6/2015

Re: Your Doc. No. N20113
CC:

Urgent **For Review** **Please Comment** **Please Reply**

Good afternoon Cindy
In response to your Requisition Notice received today the following information is provided.

1. Shire Execution
Executed by Shire of Kondinin ABN 46 617 706 610

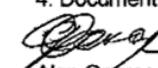
John Maitland Read
Chief Executive Officer

Susan Loretta Pegrum
Executive support Officer

2. Witness
Geoffrey Allan Sabourne
45 Absolon Street
Lake Grace WA

3. Encumbrance Panel (note 3) should read "NIL"

4. Document date should be 19 May 2015


Alan George
Deputy Chief Executive Officer

LANDGATE COPY OF ORIGINAL NOT TO SCALE 27/11/2025 11:09 AM Request number: 69098907



www.landgate.wa.gov.au



Your ref: 6 COTTE WAY, KONDININ

Our ref: 2015-43384

Enquiries: Customer Service

Telephone: (08) 9273 7341

Website: www.landgate.wa.gov.au

Western Australia Registrar and Commissioner of Titles Joint Practice: Verification of Identity

STATEMENT - SELF REPRESENTED PARTY

I confirm that I have been advised by Australia Post that the identity of **MRS PATRICIA FAYE MCWHIRTER** was verified on **13 MAY 2015** concerning the property at **LOT 276 ON DIAGRAM 58922**, being Volume **1562** Folio **616** and that the identity verification has been conducted in accordance with standard procedures.

Yours faithfully,

Jean Villani
REGISTRAR OF TITLES

Per: Landgate Officer

18 May 2015

Landgate use only	
Line number:	<u>mc63</u>
Date checked:	<u>25/06/15</u>
Verified by:	<u>grr</u>

LANDGATE COPY OF ORIGINAL NOT TO SCALE 27/11/2025 11:09 AM Request number: 69098907



www.landgate.wa.gov.au



Your ref: 6 COTTLE WAY, KONDININ
Our ref: 2015-43967
Enquiries: Customer Service
Telephone: (08) 9273 7341
Website: www.landgate.wa.gov.au

Western Australia Registrar and Commissioner of Titles Joint Practice: Verification of Identity

STATEMENT - SELF REPRESENTED PARTY

I confirm that I have been advised by Australia Post that the identity of **MR ALLAN GEORGE MCWHIRTER** was verified on **14 MAY 2015** concerning the property at **LOT 276 ON DIAGRAM 58922**, being **Volume 1562 Folio 616** and that the identity verification has been conducted in accordance with standard procedures.

Yours faithfully,

Jean Villani
REGISTRAR OF TITLES

Per: Landgate Officer

18 May 2015

Landgate use only	
Line number:	Mc65
Date checked:	25/05/15
Verified by:	~JVN

LANDGATE COPY OF ORIGINAL NOT TO SCALE 27/11/2025 11:09 AM Request number: 69098907



www.landgate.wa.gov.au



Your Ref:

Our Ref:



S^{3rd} June 2015

h

Landgate Document Lodgement Section
PO Box 2222
Midland WA 6936

r

e Dear sir

Transfer of Land: Paceview Pty Ltd to Shire of Kondinin
Lot 276 on Diagram 58922 being the Whole of the land in C/T volume 1562 Folio 616

o We enclose the following documents:

1. Transfer of Land assessed by OSR with duty duly noted. *TR*
2. Discharge of Mortgage from ANZ Banking Group Limited. *TR*
3. Statement – Self Represented Party letters issued by Landgate. *TR*

K

Our cheque for \$320.00 is enclosed for the discharge of mortgage and the transfer of land fees.

O If you have any queries please contact the undersigned.

n

Yours sincerely

d

A handwritten signature in black ink, appearing to read "George".

Alan George

Deputy Chief Executive Officer

n

o
i
n

All correspondence to be addressed to the Chief Executive Officer

ABN 46 617 706 610
Gordon Street
P O Box 7
KONDININ W A 6367

Phone: (08) 98891006
Facsimile: (08) 98891197
E-mail: enquires@kondinin.wa.gov.au
Web Site: www.kondinin.wa.gov.au

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The Landgate logo, featuring a stylized sunburst or wave design above the word "Landgate" in a bold, sans-serif font. Below the logo is the website address "www.landgate.wa.gov.au".

WESTERN

AUSTRALIA



TITLE NUMBER

Volume Folio

1562 616

RECORD OF CERTIFICATE OF TITLE UNDER THE TRANSFER OF LAND ACT 1893

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

BG Roberts
REGISTRAR OF TITLES

**LAND DESCRIPTION:**

LOT 276 ON DIAGRAM 58922

**REGISTERED PROPRIETOR:
(FIRST SCHEDULE)**

SHIRE OF KONDININ OF 11 GORDON STREET, KONDININ

(T N020113) REGISTERED 5/6/2015

**LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)**

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required. Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND:	1562-616 (276/D58922)
PREVIOUS TITLE:	1562-612
PROPERTY STREET ADDRESS:	6 COTTE WAY, KONDININ.
LOCAL GOVERNMENT AUTHORITY:	SHIRE OF KONDININ



Kondinin Men's Shed



Your Ref:

Our Ref: L.S. 009

Kyle Gleeson
President
Kondinin Men's Shed
KONDININ WA 6367

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Dear Kyle

KONDININ MEN'S SHED – LEASE RENEWAL

Please be advised that Council at its Ordinary Meeting held on the 15th September 2021 approved to extend the lease agreement between the Shire of Kondinin and the Kondinin Men's Shed for the land and building on Lot 277 Nicholls Street, Kondinin for a further ten (10) years.

Other matters in relation to the lease were presented to Council, and a copy of the resolution is detailed below. A full copy of the minutes can be found on Shire's website www.kondinin.wa.gov.au

RESOLUTION #3820**Moved: Cr M James****Seconded: Cr D Pool**

That Council

- 1) APPROVES the extension of the Agreement between the Shire of Kondinin and the Kondinin Men's Shed for a further ten (10) years;
- 2) CONSIDERS the request from the Kondinin Men's Shed and resolves as follows:
 - (a) SUPPORTS the request that the Shire will now pay all water service fees on the property Lot 277 Nicholls Street, Kondinin consistent with other lease arrangements at the Shire of Kondinin;
 - (b) NOTES that the Shire's Administration will investigate the water use charges with the Water Corporation and advise the Men's Shed accordingly;
 - (c) DOES NOT SUPPORT the request to exempt or reduce the waste collection fees consistent with other lease arrangements with the Shire of Kondinin.

Carried 9/0

If you have any queries in relation to this please contact the Shire's Manager Planning and Assets on Tory on (08) 9889 1006 or mpd@kondinin.wa.gov.au.

We are unsure if this letter was sent to you on a previous occasion so we are re-directing one for record purposes.

Yours sincerely,

David Burton
Chief Executive Officer

All correspondence to be addressed to the Chief Executive Officer

ABN 46 617 706 610
Gordon Street
P O Box 7
KONDININ W A 6367

Phone: (08) 98891006
E-mail: enquires@kondinin.wa.gov.au
Web Site: www.kondinin.wa.gov.au

Shire of Kondinin Ordinary Council Meeting – September 2021

9.1 MANAGER OF PLANNING & ASSETS**9.1.3 KONDININ MEN'S SHED LEASE RENEWAL**

Applicant: Kondinin Men's Shed
Author: Manager Planning and Assets – Tory Young
Authorizing Officer: Chief Executive Officer – David Burton
Date: 8th September 2021
Attachments:
001 – Letter from Kondinin Men's Shed
002 – Agreement between the Shire of Kondinin and the Kondinin Men's Shed

RESOLUTION #3820**Moved: Cr M James****Seconded: Cr D Pool**

That Council

- 1) APPROVES the extension of the Agreement between the Shire of Kondinin and the Kondinin Men's Shed for a further ten (10) years;
- 2) CONSIDERS the request from the Kondinin Men's Shed and resolves as follows:
 - (a) SUPPORTS the request that the Shire will now pay all water service fees on the property Lot 277 Nicholls Street, Kondinin consistent with other lease arrangements at the Shire of Kondinin;
 - (b) NOTES that the Shire's Administration will investigate the water use charges with the Water Corporation and advise the Men's Shed accordingly;
 - (c) DOES NOT SUPPORT the request to exempt or reduce the waste collection fees consistent with other lease arrangements with the Shire of Kondinin.

Carried 9/0**SUMMARY**

This report is to present to Council the option to renew the agreement with the Kondinin Men's Shed to operate from Lot 277 Nicholls Street, Kondinin for a further 10 years, and to consider the request for a reduction and exemption in water service and waste collection fees.

BACKGROUND

The Shire of Kondinin formed an Agreement with the Kondinin Men's Shed in June 2011 to operate from Lot 277 Nicholls Street under a series of conditions detailed in the Agreement attached to this Agenda report. Clause 8 of the agreement states that 'term of this agreement is ten (10) years, with an option of a further ten (10) years with the consent of both parties.'

The matter was tabled at the Annual General Meeting of the Kondinin Men's Shed on 5th September 2021 where it was resolved that the Kondinin Men's Shed endorse that the agreement be extended for another ten (10) years.

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

The Shire receives a peppercorn lease of \$1 per year from the Men's Shed as per clause 9 of the Agreement.

Agreement between the Shire of Kondinin & the Kondinin Men's Shed



AGREEMENT BETWEEN

SHIRE OF KONDININ

&

KONDININ MENS SHED

FOR THE LEASE OF THE

LAND & BUILDING ON

LOT 277 NICHOLLS STREET

Agreement between the Shire of Kondinin & the Kondinin Men's Shed

Shire of Kondinin

Kondinin Men's Shed

Agreement

To use shed on Lot 277 Nicholls Street Kondinin

The Shire of Kondinin purchased the land and shed situated on Lot 277 Nicholls Street Kondinin for use by the Kondinin Men's Shed.

Should the Kondinin Men's Shed cease to function the shed is to be returned to the Shire of Kondinin in a good and clean state of repair for shire use.

The land and shed is made available to the Kondinin Men's Shed on the following conditions

- 1) Kondinin Men's Shed is responsible for all electricity charges associated with Lot 277 Nicholls Street Kondinin.
- 2) Kondinin Men's Shed is to pay all water charges associated with Lot 277 Nicholls Street Kondinin.
- 3) Kondinin Men's Shed is to pay all telephone charges associated with Lot 277 Nicholls Street Kondinin.
- 4) Kondinin Men's Shed is to insure for public liability and other property
- 5) The building is to be only used as a Men's Shed & their activities and not some other purpose without first obtaining approval of the Shire of Kondinin.
- 6) Shire of Kondinin to pay the water & land rates on the property.
- 7) Shire of Kondinin will insure the building only

Agreement between the Shire of Kondinin & the Kondinin Men's Shed

8) Term of this agreement is ten (10) years, with an option of a further ten (10) years with the consent of both parties.

9) The rental of the building and land situated on Lot 277 Nicholls Street Kondinin is \$1.00 per year and is payable on the 1st July each year

Signed on // 6 / 2011 by



Shire President

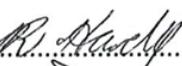


Chief Executive Officer

Signed on // 6 / 2011 by



Kondinin Men's Shed – Chairman



Kondinin Men's Shed – Secretary

Prepared by Peter Webster – 30th March 2011



Get Active -----Get Busy

Kondinin Mens Shed INC A1015227D

Good Afternoon Tory .

We reply now to your recent letter to the Kondinin Mens Shed in relation to the expiration of the lease agreement between the Association and the Shire of Kondinin for the premises located at 277 Nicholls Road Kondinin .

This matter was raised at our AGM dated the 5th SEPTEMBER 2021 and it was agreed that we would like to request the Shire of Kondinin make available a new lease for the period of 10 years .

At the time of this discussion a couple of matters were raised and if you could please refer below to the minutes extract from the AGM in relation to them .

The Kondinin Mens Shed INC wish to extend our gratitude to the Shire of Kondinin in relation to their ongoing support and would add that without it things would be very difficult .

We look forward to a positive outcome in relation to the above and await your reply in anticipation .

Kind Regards

Greg Gleeson

Signature of Greg Gleeson
Authorised by : Chairperson Kondinin Mens Shed INC : Kyle Gleeson

Signature of Greg Gleeson
Written by : Secretary/Treasurer Kondinin Mens Shed INC : Greg Gleeson :

Dated 8/9/2021

kondininmensshed@outlook.com

2021 Kondinin Mens Shed AGM Minutes extract

The Executive Committee to negotiate a new 10 year lease with the Shire of Kondinin with the following points requested to be raised .

(1) With the Mens Shed being responsible for water usage Will the Shire of Kondinin reimburse the Mens Shed the Water metre charge upon receipt of payment each quarter .

(1a) Will the Shire of Kondinin be able to have the rating changed on water usage at the premises. Currently the Association are charged \$8.7760 per 1kl .

believe this is based on the premises being rated for a Non residential and more specifically a Shop . The average rate for residential is around \$1.8270 per kl and this is quite a significant difference .

****NOTE**** The above is rated as a *Non Residential* and more specifically a "Shop" when looking at the water notices however when referring to Shire rates notice and more specifically Assessment # A210 The property in question located at 277/10 Nicholls Road Kondinin it is rated under Zoning "Residential " .

(2) Are we able to be exempt from the waste collection and if not are we able to apply for a possible 50% reduction . Our membership consists of mostly ageing members and in the past the associations income was mostly secured by wood sales to which is becoming harder to achieve .

We acknowledge the Shire of Kondinin's ongoing support with the Association and express our gratitude for such as without it the association would not be able to exist with the ever growing financial increases . Our recent Insurance costs for the association alone grew from \$280 in 2019 to a staggering \$845 this current financial year .



Your Ref:

Our Ref:



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20th November, 2014h
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The Mr Ron Hardy
Kondinin Men's Shed
Post Office
KONDININ WA 6367

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Enclosed please find your (returned) cheque for \$10.00 being for a further extension of your lease
on the Men's Shed property for another ten years.

K

You have already exercised payment of the current ten year lease term and under the Lease
Agreement between the Shire of Kondinin and the Kondinin Men's Shed any extension beyond the
ten years requires the consent of both parties, which would require a formal Council decision.

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At this early stage it is inappropriate to exercise the option to extend the lease for a further ten year
period.

I suggest that closer to the expiry of the existing ten year term (2021) application be then made in
say 2020 for a further ten year lease extension.

Yours faithfully


John Read
Chief Executive Officer

All correspondence to be addressed to the Chief Executive Officer

ABN 46 617 706 610
Gordon Street
P O Box 7
KONDININ WA 6367

Phone: (08) 98891006
Facsimile: (08) 98891197
E-mail: enquires@kondinin.wa.gov.au
Web Site: www.kondinin.wa.gov.au

Thinking outside the Square



Revised Desktop Valuation Report

Of Vacant Land Asset

For Market Value & Market Rental Purposes

Located at

6 Cottle Way, Kondinin Western Australia

Prepared for



Shire of Kondinin

16 June 2025

Asset Valuation Advisory
ABN 25 928 102 878
Suite 3, 141 Broadway
Nedlands Western Australia 6009

Australian and International Valuation Solutions for;
Plant & Equipment Assets | Specialist Property Assets | Infrastructure Assets
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Revised Desktop Valuation Report
Of Vacant Land Asset

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Prepared for
Shire of Kondinin

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Revised Desktop Valuation Report
Of Vacant Land Asset

EXECUTIVE SUMMARY

Instructions

In accordance with instructions received from Ms. Tory Young, Manager Planning & Assets, Shire of Kondinin, Asset Valuation Advisory has valued the Vacant Land Asset on the basis of Market Value and Market Rental Value.

Purpose of Valuation

Asset Valuation Advisory has prepared this Revised Desktop Valuation Report specifically for Market Value and market Rental Value purposes.

Date of Valuation

This Revised Desktop Valuation Report is dated:

16 June 2025

Location

The Vacant Land Asset is located at:

- ❖ 6 Cottle Way, Kondinin Western Australia 6367

Valuation

The valuation amounts contained in this Revised Desktop Valuation Report are exclusive of the 10% Goods & Services Tax (GST) and are in Australian Dollars (AUD), unless expressly stated otherwise.

Subject to the overriding stipulations contained within this Revised Desktop Valuation Report completed by Asset Valuation Advisory, the Vacant Land Asset valued as follows;

Vacant Land Asset - Market Value

Asset Class	Market Value @ 16/6/2025
Vacant Land Asset	\$ 16,000
Total Value	\$ 16,000

Sixteen Thousand Dollars.

Vacant Land Asset - Market Rental Value

Asset Class	Market Rental Value @ 16/6/2025
Vacant Land Asset Per Annum Net	\$ 900 Per Annum Net
Total Value	\$ 900 Per Annum Net

Nine Hundred Dollars Per Annum Net.



Revised Desktop Valuation Report
Of Vacant Land Asset

This Revised Desktop Valuation has been reviewed and completed by Mr. John Harvey, Principal Consultant | Asset Valuations. John has over 38 years combined professional property, plant, equipment, & infrastructure asset valuation experience and holds the following qualifications;

- ❖ Fellow Member of the Australian Property Institute (FAPI)
- ❖ API Certified Practicing Valuer
- ❖ Licensed Property Valuer in Western Australia (No.44074)
- ❖ Fellow Member of the Royal Institution of Chartered Surveyors (FRICS)
- ❖ Chartered Machinery Valuation Surveyor (RICS)
- ❖ RICS Registered Valuer

Valuation Compliance & Standards

Asset Valuation Advisory valuations are prepared in compliance with the International Valuation Standards (IVS) IVS300 Plant, Equipment & Infrastructure and IVS400 Real Property Interests, which have also been adopted by the Royal Institute of Chartered Surveyors (RICS) Red Book and the Australian Property Institute Inc. (API) Professional Standards.

Where applicable our Valuation Reports are also consistent with the Australian Accounting Standards Board (AASB) accounting standards for the valuation of Tangible Assets.

Conflict of Interest Declaration & Limitations

Asset Valuation Advisory and their employees have no pecuniary interest in the outcome of this Revised Desktop Valuation Report prepared for the *Shire of Kondinin* or any subsidiaries.

This advice is prepared for internal purposes on the specific instructions of the *Shire of Kondinin*. This advice should not be relied upon by anyone other than the *Shire of Kondinin* whether for that purpose or otherwise.

Asset Valuation Advisory accepts no responsibility to third parties, nor does it contemplate that this report will be relied upon by third parties. We invite other parties who may come into possession of this report to seek our direct written consent before relying upon or referring to this report and we reserve our rights to review the content and context in which our advice is quoted or referred to in the event that our consent is given.

To any party relying on this Revised Desktop Valuation Report Asset Valuation Advisory advise that this executive summary must be read in conjunction with the body of the report which this executive summary forms part. This Revised Desktop Valuation Report executive summary should not be relied upon in isolation for any other purpose, other than which this report is prepared.

Valuation Risks & Threats

The outbreak of the Novel Coronavirus (COVID-19) was declared as a 'Global Pandemic' by the World Health Organisation on 11 March 2020. COVID-19 remains an unpredictable risk due to the lack of a vaccine that stops infection as well as its potential to mutate. While State and Federal Governments in Australia have stated that lockdowns are no longer a tool for controlling the pandemic this could change if case numbers escalate such that the health system comes under an unacceptable level pressure again, which could potentially lead to future lockdowns & global travel restrictions.

Valuations are current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of factors that the Valuer could not reasonably have been aware of as at the date of valuation). We do not accept responsibility or liability for any losses arising from such subsequent changes in value. Given the valuation uncertainty noted, we recommend that the user(s) of this report review this valuation periodically.

Prepared for
Shire of Kondinin

Page 4



*Revised Desktop Valuation Report
Of Vacant Land Asset*

The Russia/Ukraine war along with the continued unstable conditions in the Middle East and the international response to these, has pushed global inflation, which was already elevated due to COVID-19 supply chain issues, to historic levels. This has been felt most notably in the construction and energy sectors, with global oil and gas prices at their highest levels in over a decade, all of which has seen significant increases to construction costs across Australia and also globally. Australia is also experiencing historic low levels of unemployment and severe shortage of skilled trades, again effecting the cost of construction, particular in regional and remote locations around Australia.

Prepared for
Shire of Kondinin

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Revised Desktop Valuation Report
Of Vacant Land Asset

QUALIFICATIONS

The valuation amounts contained in our Valuation Report are exclusive of the 10% Goods & Services Tax (GST). All valuation amounts contained in our Valuation Reports are in Australian Dollars (AUD), unless expressly stated otherwise.

In accordance with our standard practice, our valuations are solely for the use of the instructing party and to whom it is addressed. We take no responsibility for any third party that relies on the whole or any part of our valuations.

We must point out that neither the whole nor any part of our valuations, or any reference to, may be included in any documents, circular or statement without our prior approval of the form and context to which they are to appear.

Our valuations are prepared on the basis that full disclosure of all information and facts which may affect the valuation have been made to us, and we cannot accept liability or responsibility whatsoever for the valuation unless such full disclosure has been made.

No deduction has been made from our valuation in respect of any outstanding amounts owing under any finance leases or hire purchase agreements. The subject equipment has been valued as being wholly owned and free of all encumbrances.

This valuation has been prepared on the basis that full disclosure of all information and facts which may effect the valuation has been made to us. *Asset Valuation Advisory* do not accept any liability or responsibility whatsoever for the valuation if full disclosure has not been made. Furthermore, *Asset Valuation Advisory* do not accept responsibility for any consequential error or defect in the valuation which has resulted from any error, omission or inaccuracy in data or information supplied by the client or its officers and agents.

In reaching our opinion, *Asset Valuation Advisory* have utilised certain historical facts and relevant market data, available up to the date of our valuation. Our instructions did not require us to consider the effect of gains or losses, which may arise as a result of the future fluctuations in the property market. *Asset Valuation Advisory* therefore, do not accept responsibility whatsoever, for losses caused by such fluctuations.

In accordance with the IVS General Standards 20.7 If, during the course of an assignment, it becomes clear that the investigations included in the scope of work will not result in a credible valuation, or information to be provided by third parties is either unavailable or inadequate, or limitations on investigations are so substantial that the valuer cannot sufficiently evaluate the inputs and assumptions, the valuation assignment will not comply with IVS.

Limitation of Liability

Nothing in this Agreement excludes, restricts or modifies any non-excludable statutory condition, warranty, guarantee, right, remedy or other benefit that is preserved by the *Competition and Consumer Act 2010* (Cth) or any other statutory provision.

If the *Professional Standards Act 1997* (WA) or similar state or federal legislation ("Act") applies to the limit our liability, then the Act overrides any clause in these terms that provides for a limit of liability in excess of the amounts provided by the Act but does not override any clause that provides for a limit of liability below the amounts provided by the Act.

To the maximum extent permitted by law, we exclude all warranties, conditions and/or terms, other than those expressly set out in this Agreement, including but not limited to, all warranties, conditions, and terms implied in fact or by law.

If we are liable for any breach of warranty, condition or term, then our liability is limited, at our option, to either resupply of the services or payment of the reasonable cost of having the services resupplied.

Prepared for
Shire of Kondinin

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Revised Desktop Valuation Report
Of Vacant Land Asset

In all other instances, other than as set out in this Agreement, our total liability to you for any loss or damage (including indirect and/or consequential loss or damage) caused by, resulting from, or in relation to the Services, including, but not limited to, loss or damage arising from:

- (a) breach of contract;
- (b) negligence;
- (c) any tort;
- (d) equity;
- (e) any statutory provision; or
- (f) save for fraudulent or criminal conduct, any other conduct by us,
(in each case, "Loss") and whether or not we were advised of the possibility of such Loss, is limited (to the extent permitted by law) to an amount equal to but no greater than the professional fee paid by you in respect of the Services to which the claim relates.

If Asset Valuation Advisory has more than one client under this engagement, you agree that our total liability to all clients under this engagement is limited in accordance with this clause, to be apportioned among the clients (including you).

To the maximum extent permitted by law, commencing on the earliest of one year from:

- (a) the date of completion of the Services;
- (b) the date of our final invoice for the provision of the Services; or
- (c) the date this Agreement is terminated, you release us from, and agree that you are estopped from commencing, any claim for any Loss in relation to:
- (d) the performance or non-performance of the Services; and
- (e) any act or omission in connection with the Services,
whether in contract, tort (including negligence), equity, pursuant to statute or otherwise.

Indemnities

You agree to indemnify and hold harmless Asset Valuation Advisory from and against any loss (including legal fees on an indemnity basis), expense, damage, liability or claim by any person (including any third party) arising out of or in relation to:

- (a) any breach of your obligations under this Agreement; or
- (b) any willful, unlawful or negligent act of you, your offices, employees, agents or subcontractors in connection with this Agreement.

Market Movement

"This valuation is current as at the date of valuation. The value assessed herein may change significantly and unexpectedly over a relatively short period (including as a result of general market movements or factors specific to the particular property). We do not accept liability for losses arising from such subsequent changes in value. Without limiting the generality of the above comment we do not assume any responsibility or accept any liabilities where the Valuation Report is relied upon after the expiration of three months from the date of the valuation."

Our valuations takes into account the assets in its present state and condition, based on information which we have established from our own physical inspection, information supplied to us by our client, information we have researched from public records and any other information which we have been able to obtain from reasonable inquiry.

Valuation Risks & Threats

The outbreak of the Novel Coronavirus (COVID-19) was declared as a 'Global Pandemic' by the World Health Organisation on 11 March 2020. COVID-19 remains an unpredictable risk due to the lack of a vaccine that stops infection as well as its potential to mutate. While State and Federal Governments in Australia have stated that lockdowns are no longer a tool for controlling the pandemic this could change if case numbers escalate such that the health system comes under an unacceptable level pressure again, which could potentially lead to future lockdowns & global travel restrictions.

Prepared for

Shire of Kondinin

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Revised Desktop Valuation Report
Of Vacant Land Asset

Valuations are current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of factors that the Valuer could not reasonably have been aware of as at the date of valuation). We do not accept responsibility or liability for any losses arising from such subsequent changes in value. Given the valuation uncertainty noted, we recommend that the user(s) of this report review this valuation periodically.

The Russia/Ukraine war along with the continued unstable conditions in the Middle East and the international response to these, has pushed global inflation, which was already elevated due to COVID-19 supply chain issues, to historic levels. This has been felt most notably in the construction and energy sectors, with global oil and gas prices at their highest levels in over a decade, all of which has seen significant increases to construction costs across Australia and also globally. Australia is also experiencing historic low levels of unemployment and severe shortage of skilled trades, again effecting the cost of construction, particular in regional and remote locations around Australia.

Any delays caused by COVID 19 lockdown restrictions, is not deemed as a Force Majeure Event. In the event of any State or Federal Government mandated lockdown or travel restrictions impacting site inspections being able to be carried out, we will mutually agree with the client for an acceptable extension to the project timeline.

FORCE MAJEURE

Neither party will be held liable for any delay or failure to perform any of its obligations where such a failure is caused by a Force Majeure Event (other than the obligation to pay money) if, as soon as reasonably possible after the beginning of the Force Majeure Event the affected party gives a notice to the other party which complies with the following:

- (i) Specifies the obligations that the party cannot perform,
- (ii) Fully specifies the nature of the Force Majeure Event,
- (iii) Estimates a time by which the Force Majeure Event may cease, and
- (iv) Specifies the measures that are to be adopted to remedy or abate the Force Majeure Event.

The party prevented from performing its obligations due to the Force Majeure Event must:

- (i) Remedy the Force Majeure Event to the extent reasonably practicable and resume performance of the obligations as soon as reasonably possible, and
- (ii) Take all reasonable action to mitigate any losses that may be suffered by the other party as a result of the failure of the first mentioned party to carry out its obligations imposed by this Contract.

Where the Force Majeure Event prevents that Contractor from performing its obligations under the Contract, the Principal may obtain the Goods or Services from another source at its own cost.

An amendment to the Delivery Date or Service Completion Date (as relevant) is the Contractor's sole remedy for any delays resulting from a Force Majeure Event. The Contractor will not be entitled to payment of any damages, costs or expenses of the Contractor relating to the Force Majeure Event.

If the Force Majeure Event proceeds for a continuous period of 30 days or for successive periods totalling more than 30 days in a 60 day period, the Principal may, at its absolute discretion, terminate the Contract. In the event of such termination the Principal will not be liable to the Contractor for any Claims, liability or damage resulting directly or indirectly from the termination.

Neither the whole nor any part of this valuation nor any reference thereto may be included in any documents, circular or statement without our approval of the form and context in which it will appear.

Asset Valuation Advisory

Asset Valuation Advisory
Date: 13 November 2025 (Date of signing of report)
Ref: 252-25A

Prepared for
Shire of Kondinin

Page 8



Revised Desktop Valuation Report
Of Vacant Land Asset

INSTRUCTIONS

In accordance with instructions received from Ms. Tory Young, Manager Planning & Assets, Shire of Kondinin, Asset Valuation Advisory has valued the Vacant Land Asset on the basis of Market Value and Market Rental Value.

PURPOSE OF VALUATION

Asset Valuation Advisory has prepared this Revised Desktop Valuation Report specifically for Market Value and Market Rental Value purposes.

DATE OF VALUATION

This Revised Desktop Valuation Report is dated 16 June 2025.

LAND AND LOCALITY

The Vacant Land Asset is located at:

- ❖ 6 Cottle Way, Kondinin Western Australia 6367

Locality:

The subject property is a regular shaped of 2,041m² located on the West side of Cottle Street, Kondinin township approximately 270 Southeast of the Perth CBD.

Site Identification:

Asset Valuation Advisory has not sighted a survey plan. Based upon information provided by the client we are satisfied that we have correctly identified the subject property.

Services and Amenities:

From our enquiries, we understand that the subject Land Asset is serviced with water services but is not connected to power and sewerage services.



Prepared for
Shire of Kondinin

Page 9



Revised Desktop Valuation Report
Of Vacant Land Asset

LEGAL DESCRIPTION & ENCUMBRANCES

Certificate of Title Description:

The Land & Building Assets is legally described as:

Lot 276 on Diagram 58922 contained within Certificate of Title Volume 1562 Folio 616.

Registered Proprietor:

Shire of Kondinin 11 Gordon Street, Kondinin

Easements and Encumbrances:

None registered on Certificate of Title.

BASIS OF VALUATION

Market Value

Market Value is defined as "the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion."

Market Rental Value

Market Rental Value is defined as "The estimated amount for which a property, or space within a property, should lease on the date of valuation between a willing lessor and a willing lessee on appropriate lease terms in an arm's-length transaction, after proper marketing wherein the parties had each acted knowledgeably, prudently, and without compulsion".

VALUATION METHODOLOGY

Highest and Best Use

The Market Value of the property has been determined on the basis of highest and best use. This method involves sourcing comparable Sales Evidence of similar type properties within the same or similar localities as the subject. This method takes into consideration factors such as location, zoning, land area, development potential and topography. Comparisons can be made in many forms including straight comparison, or analysis on a rate per area.

Valuation Approaches

In order to estimate the price implied by the appropriate Basis of Value, the Valuer will need to apply one or more valuation approaches. A valuation approach or method refers to generally accepted analytical methodologies that are in common use.

Market based valuations normally employ one or more of the valuation approaches by applying the economic principle of substitution, using market derived data. This principle holds that a prudent person would not pay more for a good or service than the cost of acquiring an equally satisfactory substitute good or service, in the absence of the complicating factors of time, greater risk, or inconvenience. The lowest cost of the best alternative, whether a substitute or the original, tends to establish Market Value.



Revised Desktop Valuation Report
Of Vacant Land Asset

Market based valuation approaches include:

Sales Comparison Approach

This comparative approach considers the sale of similar or substitute properties and related market data and establishes a value estimate by processes involving comparison. In general, a property being valued (a subject property) is compared with sales of similar properties that have been transacted in the market. Listings and offerings may also be considered.

Valuation Risks & Threats

The outbreak of the Novel Coronavirus (COVID-19) was declared as a 'Global Pandemic' by the World Health Organisation on 11 March 2020. COVID-19 remains an unpredictable risk due to the lack of a vaccine that stops infection as well as its potential to mutate. While State and Federal Governments in Australia have stated that lockdowns are no longer a tool for controlling the pandemic this could change if case numbers escalate such that the health system comes under an unacceptable level of pressure again, which could potentially lead to future lockdowns & global travel restrictions.

Valuations are current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of factors that the Valuer could not reasonably have been aware of as at the date of valuation). We do not accept responsibility or liability for any losses arising from such subsequent changes in value. Given the valuation uncertainty noted, we recommend that the user(s) of this report review this valuation periodically.

The Russia/Ukraine war along with the continued unstable conditions in the Middle East and the international response to these, has pushed global inflation, which was already elevated due to COVID-19 supply chain issues, to historic levels. This has been felt most notably in the construction and energy sectors, with global oil and gas prices at their highest levels in over a decade, all of which has seen significant increases to construction costs across Australia and also globally. Australia is also experiencing historic low levels of unemployment and severe shortage of skilled trades, again effecting the cost of construction, particular in regional and remote locations around Australia

Income Capitalisation Approach

This comparative approach considers income and expense data relating to the property being valued and estimates value through a capitalisation process. Capitalisation relates income (usually a net income figure) and a defined value type by converting an income amount into a value estimate. This process may consider direct relationships (known as capitalisation rates), yield or discount rates (reflecting measures of return on investment), or both. In general, the principle of substitution holds that the income stream which produces the highest return commensurate with a given level of risk leads to the most probable value figure.

Cost Approach

This comparative approach considers the possibility that, as an alternative to the purchase of a given property, one could acquire a modern equivalent asset that would provide equal utility. In a real estate context, this would involve the cost of acquiring equivalent land and constructing an equivalent new structure. Unless undue time, inconvenience, and risk are involved, the price that a buyer would pay for the asset being valued would not be more than the cost of the modern equivalent. Often the asset being valued will be less attractive than the cost of the modern equivalent because of age or obsolescence. A depreciation adjustment is required to the replacement cost to reflect this.

Highest and Best Use

Asset Valuation Advisory always considers the Highest & Best Use approach in determining market-based properties which are consistent with IFRS Fair Value Measurement.



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"The concept of "Highest and Best Use" is fundamental to the assessment of Market Value. IVSC has defined Highest and Best Use (General Valuation Concepts and Principles, para 6.3) as:

...the most probable use of vacant or improved land, which is physically possible, appropriately supported legally permissible, financially feasible, and which results in the highest value.

Recognition of the potential of a parcel of land for a higher use is inherent to any consideration of Market Value where the asset is surplus to requirements or would not be replaced. If, as in the case of the assessment of Deprival Value, the valuer is required to measure the contribution of the asset to the purpose of the business or government agency, such potential will be irrelevant. In such cases, the existing use must be regarded as the highest and best use of the asset and any latent potential must be disregarded."

Relevant Town Planning Scheme Consideration

Asset Valuation Advisory have taken into consideration the Highest & Best Use principal, in keeping with the relevant Metropolitan & Regional Town Planning Schemes, for all assets that are valued in their relevant municipality. Methodology Conclusions In determining the current Market Value, we have applied the Direct Comparison Approach and made our necessary adjustments to the evidence as we believe is applicable to the subject properties.

Methodology Conclusions

In determining the current Market Value and Market Rental Value, we have applied the Sales Comparison Approach and made necessary adjustments to the evidence as we believe is applicable to the subject properties.

VALUATION COMPLIANCE & STANDARDS

Asset Valuation Advisory valuations are prepared in compliance with the International Valuation Standards (IVS) IVS300 Plant, Equipment & Infrastructure and IVS400 Real Property Interests, which have also been adopted by the Royal Institute of Chartered Surveyors (RICS) Red Book and the Australian Property Institute Inc. (API) Professional Standards.

Where applicable our Valuation Reports are also consistent with the Australian Accounting Standards Board (AASB) accounting standards for the valuation of Tangible Assets.

TOWN PLANNING

Relevant Town Planning Scheme Consideration

The subject property is zoned General Industry in accordance with the Shire of Kondinin Local Planning Scheme No 1.

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WA ECONOMIC OUTLOOK (1)

The 2024-25 Budget highlights Western Australia's sustained economic strength, with the economy expected to grow by 5.25 per cent in 2024-25, which would be the highest rate of growth in ten years.

- ❖ The strong WA economy is creating opportunities, with a record 1.53 million Western Australians in work, including the highest ever level of full-time employment. Since the McGowan Government came to office in March 2017, an additional 300,000 jobs have been created.
- ❖ Unemployment rate remains very low at 3.4 per cent and expected to remain low.
- ❖ Strong growth is supported by robust merchandise exports growth, at a record \$272 billion over the year to March 2023. WA continues to outperform the rest of the nation, accounting for 45 per cent of national goods exports.
- ❖ WA's economy and households are not immune from global inflation and interest rates pressures - with this Budget providing cost of living relief to every WA household, with additional support to those who need it most.
- ❖ Perth's CPI was lower than other States and Territories over the year to March 2023, underpinned by much larger increases in electricity and gas prices on the east coast. Currently, Perth's CPI has moderated to 3.4, below the nation inflation of 3.6%.

(1) Source: WA State Budget Overview 2024-25

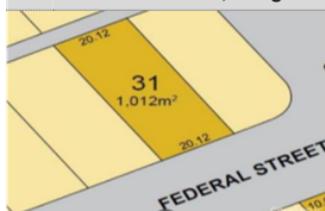
SALES EVIDENCE

Sales Evidence Availability

This Valuation Report is based on information and Market Evidence reasonably available to us at the date of valuation in accordance with standard valuation practice.

In some cases, the latest available Sales Evidence is provided verbally by real estate agents and other industry sources. It is specifically assumed that the information received by such sources in these instances is factually accurate.

1. 26 Federal Street, Karlgarin WA 6358

	<p>Sale Price: \$ 10,000 Date: December 2024 Land Use: Rural residential Land Area: 1,012m² Description: Vacant Land Analysis: Shows \$ 9.88m²</p>
---	---

Comments: Located within the Karlgarin townsite regular shaped level Lot was sold by Landcorp, the conditions are that purchasers are required to build within 36 months of purchase. Landcorp are required to sell their land for minimum of their development cost. Not as well located as subject.

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2. 22 Raine Place, Hyden WA 6359



Sale Price:	\$ 20,000
Date:	December 2024
Land Use:	Residential
Land Area:	2,300m ²
Description:	Vacant Land
Analysis:	Shows \$ 8.69m ²

Comments: Located within the Hyden townsite regular shaped level Lot comparable size to subject.

3. 2 Raine Place, Hyden WA 6359



Sale Price:	\$ 20,000
Date:	May 2025
Land Use:	Residential
Land Area:	2,240m ²
Description:	Vacant Land
Analysis:	Shows \$ 8.90m ²

Comments: Regular shaped level Lot Located within the Hyden townsite, comparable size to subject.

4. 54 Pitt Street, Pingelly WA 6308



Sale Price:	\$ 27,001
Date:	April 2024
Land Use:	Residential
Land Area:	1,380m ²
Description:	Vacant Land
Analysis:	Shows \$ 19.56m ²

Comments: Located within the Pingelly townsite regular shaped level Lot smaller than subject slightly larger population and closer to Perth.

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5. 3 Stone Street, Quairading WA 6383



Sale Price:	\$ 28,000
Date:	March 2025
Land Use:	Residential
Land Area:	1,156m ²
Description:	Vacant Land
Analysis:	Shows \$ 24.22m ²

Comments: Located within the Quairading townsite regular shaped level Lot smaller than subject slightly larger population and closer to Perth.

6. 5 King Street, Merredin WA 6415



Sale Price:	\$ 20,000
Date:	March 2024
Land Use:	Residential
Land Area:	1,012m ²
Description:	Vacant Land
Analysis:	Shows \$ 19.76m ²

Comments: Regular shaped Lot located within the Merredin Townsite smaller Lot than subject, larger town.

MARKET VALUE METHODOLOGY & CALCULATIONS

In determining the current Market Value of the subject property, Asset Valuation Advisory has examined the available Market Evidence of as near comparable land parcels within near comparable locality and zoning and applied this analysis to the sales comparison approach.

We were unable to locate any directly comparable Industrial land sales within the Townsite accordingly, we have based our valuation of the subject land on Sales Evidence of comparable size residential land within the townsites of Karlgarin, Hyden, Merredin, Pingelly and Quairading. Indications are that those town closer to Perth tend to have a higher land value. The most recent land sale within the Kondinin Shire is at Hyden townsite sold for \$ 20,000. We have however been advised by the Shire that the only service connected to the property is main water, this has been reflected in our market value of the land.

After considering the available Market Evidence, we have applied the following rates to arrive at the Market Value for the subject Lot. Based on the Market Evidence and location of the property we are of the opinion that the rate per m² is between \$ 8 - \$ 10 per m².

Calculations:

- 2,041m² @ \$ 8/m² \$ 16,328
- 2,041m² @ \$ 9/m² \$ 18,369
- 2,041m² @ \$ 10/m² \$ 20,240

Adopt Market Value \$ 16,000

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Market Rental Value

In our assessment of the market rental value, we were unable to locate any comparable ground rental evidence on which to compare to the subject. We have determined our final value based on evidence of rates of return based in Regional WA and Perth metropolitan area of between 5-7%.

Calculations:

Market Value \$16,000

- \$ 16,000 @ 5% \$ 800 per annum
- \$ 16,000 @ 6% \$ 960 per annum
- \$ 16,000 @ 7% \$ 1,120 per annum

Adopt Market rental value \$ 900 Per Annum Net

VALUATION ASSUMPTIONS

Asset Valuation Advisory has not completed a physical site inspection of the subject *Vacant Land Asset* and research to establish current Market Value for the subject property. Where we have been unable to, our valuation has been based on the information provided by the client.

Should further information be supplied after this Revised Desktop Valuation Report has been completed resulting in a significant variation to our original valuation, Asset Valuation Advisory reserve the right to amend our valuation amounts accordingly.

Real Estate values vary from time to time in response to changing market circumstances and it should therefore be noted that this valuation is based on information available at the date of valuation. No warranty can be given as to the maintenance of this value into the future. It is therefore recommended that the valuation be reviewed periodically.

Exclusions

The following items have been excluded from this valuation.

- ❖ Any Improvements

GOODS AND SERVICES TAX

The Goods and Services Tax (GST) was introduced on 1 July 2000, at which time rental payments for commercial leases are generally subject to the GST, except where deferred under transitional provisions which would expire on 1 July 2005, at which time all commercial rental payments would be subject to the GST.

GST Liability

Liability for the GST on the purchase of property dependent upon:

1. Whether the vendor is registered for GST;
2. Whether the real property was sold as part of conducting and "enterprise";
3. If the sale of the real property can be classified as the sale of a "going concern"; and
4. For residential real property whether the property has previously been sold.



Asset Valuation Advisory recommend that clients seek further information regarding the nature of the transaction, the parties involved and confirmation from a professional qualified accountant, in relation to any potential GST liability.

GST Basis of Valuation

The valuation amounts provided within this Revised Desktop Valuation Report are exclusive of the 10% GST and assumes that there is no GST payable on the sale of the real property.

ENVIRONMENTAL

Site Contamination for Land Assets (If Applicable)

As a consequence of the Contamination Sites Act 2003, a public register is now maintained in Western Australia on land that has been classified as being either contaminated or requires remedial work. Asset Valuation Advisory has completed a basic search of this register to identify if there is any effect to the land assets we have valued.

As at the date of this Valuation, should any of the subject land assets be deemed to be contaminated or requiring remedial work, we have made the appropriate adjustments to the land value, and this has been noted against the specific land holding. In circumstances where we have not been provided with a detailed Environmental or Remediation Report outlining the overall extent of contamination for any Vacant Land Assets, we cannot make the full allowances for decontamination of these land assets.

Native Title: ⁽²⁾

Native title is the recognition in Australian law that some Indigenous people continue to hold rights to their lands and waters, which come from their traditional laws and customs. Native title exists as a bundle of rights and interests in relation to land and waters where the following conditions are met:

- *the rights and interest are possessed under the traditional laws currently acknowledged and the traditional customs currently observed by the relevant Indigenous people*
- *those Indigenous people have a 'connection' with the area in question by those traditional laws and customs; and*
- *the rights and interests are recognised by the common law of Australia.*

The Australian legal system does not recognise native title rights in some areas where things have been done that extinguish native title. These areas include:

- *residential freehold*
- *farms held in freehold*
- *pastoral or agricultural leases that grant exclusive possession*
- *residential, commercial or community purpose leases*
- *public works like roads, schools or hospitals*

As at the date of valuation, Asset Valuation Advisory were unable to fully establish if any native title claim exists on the land.

(2) Source: Native Title Tribunal (www.nntt.gov.au)



Revised Desktop Valuation Report
Of Vacant Land Asset

CONFLICT OF INTEREST DECLARATION & LIMITATIONS

Asset Valuation Advisory and their employees have no pecuniary interest in the outcome of this Revised Desktop Valuation Report prepared for the *Shire of Kondinin* or any subsidiaries.

This advice is prepared for internal purposes on the specific instructions of the *Shire of Kondinin*. This advice should not be relied upon by anyone other than the *Shire of Kondinin* whether for that purpose or otherwise.

Asset Valuation Advisory accepts no responsibility to third parties, nor does it contemplate that this report will be relied upon by third parties. We invite other parties who may come into possession of this report to seek our direct written consent before relying upon or referring to this report and we reserve our rights to review the content and context in which our advice is quoted or referred to in the event that our consent is given.

Valuation Risks & Threats

The outbreak of the Novel Coronavirus (COVID-19) was declared as a 'Global Pandemic' by the World Health Organisation on 11 March 2020. COVID-19 remains an unpredictable risk due to the lack of a vaccine that stops infection as well as its potential to mutate. While State and Federal Governments in Australia have stated that lockdowns are no longer a tool for controlling the pandemic this could change if case numbers escalate such that the health system comes under an unacceptable level pressure again, which could potentially lead to future lockdowns & global travel restrictions.

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The Russia/Ukraine war along with the continued unstable conditions in the Middle East and the international response to these, has pushed global inflation, which was already elevated due to COVID-19 supply chain issues, to historic levels. This has been felt most notably in the construction and energy sectors, with global oil and gas prices at their highest levels in over a decade, all of which has seen significant increases to construction costs across Australia and also globally. Australia is also experiencing historic low levels of unemployment and severe shortage of skilled trades, again effecting the cost of construction, particular in regional and remote locations around Australia.

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Shire of Kondinin

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Revised Desktop Valuation Report
Of Vacant Land Asset

VALUATION

The valuation amounts contained in this Revised Desktop Valuation Report are exclusive of the 10% Goods & Services Tax (GST) and are in Australian Dollars (AUD), unless expressly stated otherwise.

Subject to the overriding stipulations contained within this Revised Desktop Valuation Report completed by Asset Valuation Advisory, the *Vacant Land Asset* are valued as follows;

Vacant Land Asset - Market Value

Asset Class	Market Value @ 16/6/2025
Vacant Land Asset	\$ 16,000
Total Value	\$ 16,000

Sixteen Thousand Dollars.

Vacant Land Asset - Market Rental Value

Asset Class	Market Rental Value @ 16/6/2025
Vacant Land Asset Per Annum Net	\$ 900 Per Annum Net
Total Value	\$ 900 Per Annum Net

Nine Hundred Dollars Per Annum Net.

This Revised Desktop Valuation has been reviewed and completed by Mr. John Harvey, Principal Consultant | Asset Valuations. John has over 38 years combined professional property, plant, equipment, & infrastructure asset valuation experience and holds the following qualifications;

- ❖ Fellow Member of the Australian Property Institute (FAPI)
- ❖ API Certified Practicing Valuer
- ❖ Licensed Property Valuer in Western Australia (No.44074)
- ❖ Fellow Member of the Royal Institution of Chartered Surveyors (FRICS)
- ❖ Chartered Machinery Valuation Surveyor (RICS)
- ❖ RICS Registered Valuer


 John Harvey FRICS FAPI (Val) (P&M)
 RICS Registered Valuer | API Certified Practising Valuer
 Principal Consultant | Asset Valuations

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Shire of Kondinin

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*Revised Desktop Valuation Report
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ADDENDUM A.

Certificate of Title

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Shire of Kondinin

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WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

1562 616

RECORD OF CERTIFICATE OF TITLE UNDER THE TRANSFER OF LAND ACT 1893

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

BG Roberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 276 ON DIAGRAM 58922

REGISTERED PROPRIETOR: (FIRST SCHEDULE)

SHIRE OF KONDININ OF 11 GORDON STREET, KONDININ

(T N020113) REGISTERED 5/6/2015

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS: (SECOND SCHEDULE)

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND:	1562-616 (276/D58922)
PREVIOUS TITLE:	1562-612
PROPERTY STREET ADDRESS:	6 COTTLE WAY, KONDININ.
LOCAL GOVERNMENT AUTHORITY:	SHIRE OF KONDININ

Town or District.	Number of Lot or Location.	Field Book.	Scale.	Certificate in which Land is Vested.	Area
KONDININ	PT LOT 42	43867	1:1250	Vol. 830 Now 1562 Fol. 83 612	1:1898ha

DEPTH LIMIT. 60.95 METRES

LOCAL GOVERNMENT ACT
ALL ROADS WITHIN THE GREEN BORDER ARE NOW DEDICATED.

PT 42

IN ORDER FOR DEALINGS
Subject to (a) Truncated
COTTLER (2) 26 ACT SEC 285(5)
Add. No. Plan 1005/80

CI

CERTIFICATE

I hereby certify that this survey was performed by me personally (or under my own personal supervision, inspection and field check) in strict accordance with the Licensed Surveyors (Guidance of Surveyors) Regulations, 1961.

Date 11-9-79 *R.G.D.* Approved by Town Planning Board

Licensed Surveyor

Approved *R.G.D.* Date 8-5-79

APPROVED *R.G.D.* Date 8-5-79

On Plan Diagram Index Plan

Registered DIA 58922

MAINTAIN, CAMPBELL AND HARRISON P/L
Surveyors and Draftsmen Q.C. Engineers

Barcode: DIA 58922

LANDGATE COPY OF ORIGINAL NOT TO SCALE 16/06/2025 09:56 AM Request number: 68340637

Diagram 58922

<u>Lot</u>	<u>Certificate of Title</u>	<u>Lot Status</u>	<u>Part Lot</u>
266	1562/613	Registered	
267	1562/614	Registered	
268	1911/801	Registered	
276	1562/616	Registered	
277	1562/617	Registered	

LANDGATE COPY OF ORIGINAL NOT TO SCALE 16/06/2025 09:56 AM Request number: 68340637



Letter Requesting Deferral or Revocation of Council Resolution – Proposed Sale of Lot 6, Cattle Way

To: Chief Executive Officer
Shire of Kondinin
PO Box 7 Kondinin
WA 6367

Date: 10/12/2025

Chief Executive Officer and Councillors,

We write to formally request that the resolution passed at the November 2025 Council meeting in relation to the proposed sale of Lot 6, Cattle Way (commonly known as the Wood Yard) be deferred and held over, or alternatively revoked.

Under section 3.58 of the *Local Government Act 1995 (WA)*, Council is required to give local public notice of its intention to dispose of property, including specifying the period during which submissions may be made. The public notice issued on 24 November 2025 stated that submissions would be accepted until 10 December 2025.

However, on 1 December 2025 the CEO advertised that submissions had now closed and thanked those who had submitted. At the same time, the CEO privately emailed the Secretary of the Kondinin Men's Shed advising that the notice had in fact been cancelled. This action denied the community the full statutory period to lodge submissions and undermines the requirement for procedural fairness and transparency.

We believe this action was taken based on new information presented to the CEO that was not provided to Council at the time of the November resolution. On that basis, if the new information was considered significant enough to warrant the CEO cancelling the public notice, it must also be assumed that the resolution itself should be reconsidered. Council cannot fairly proceed on the basis of a resolution passed without access to all relevant facts.

Section 3.58 – Disposing of Property

(1) In this section –

- *dispose* includes to sell, lease, or otherwise dispose of, whether absolutely or not;
- *property* includes the whole or any part of the interest of a local government in property, but does not include money.

(2) Except as stated in this section, a local government can only dispose of property to –

- (a) the highest bidder at public auction; or
- (b) the person who at public tender called by the local government makes what is, in the opinion of the local government, the most acceptable tender, whether or not it is the highest tender.

(3) This subsection provides limited exemptions, for example:

- (a) if the property is disposed of to another government body; or
- (b) if the disposition is minor and meets specific criteria.

As such We further submit that under the *Local Government Act 1995 (WA)*, the process for the disposal of public assets — and more specifically land — is clearly set out in **section 3.58**. This section requires that disposal be conducted by way of **public auction or public tender**. Only in rare circumstances may exemptions apply under **section 3.58(3)**.

In this case, the property was not offered for formal expressions of interest, nor was it subject to a public auction or tender process. We do not believe that any exemption under section 3.58(3) was available to the Shire in relation to the proposed sale. Accordingly, the process undertaken was not compliant with the statutory requirements, and the resolution authorising the sale should be set aside.

Further, the Council resolution itself incorrectly referred to **section 3.5.8(3)** when authorising the CEO to issue the public notice. The correct statutory reference is **section 3.58(3)** of the *Local Government Act 1995 (WA)*. This misreference raises additional concerns about the validity of the resolution and the process that followed.

We furthermore submit and request that Shire Administration and Council respect the history relating to the proposed sale, more specifically the **donor intent** of Great Southern Fuels and the **past Council resolutions** acknowledging the property's purpose. These points are now clearly known by the Shire CEO and were not subject to the Council resolution passed in November 2025.

Donor intent can and will be shown, specifically that **Great Southern Fuels gifted the land to the Kondinin Men's Shed back in 2015**. This is based on, but not limited to, **Item #9.2.4 "Kondinin Men's Shed Land Acquisition" dated 5 February 2015** and **Council Resolution #2474**, which verify the history directly on Shire record and demonstrate clear donor intent.

The new information includes, but is not limited to, the fact that the **original donor has contacted Shire Administration directly regarding the proposed sale of the property they donated to the Kondinin Men's Shed**, albeit transferred into the Shire's name. This donor involvement underscores the importance of reconsidering the resolution in light of the original intent behind the gift.

We respectfully submit this request as an attempt to come together with the Shire CEO and Council to resolve the matter accordingly. However, we also make clear that we do not give up our rights moving forward and intend to pursue the matter to the full extent of the law, based on the documentation and history surrounding Lot 6, Cottle Way.

We furthermore state that while we were, and remain, fully intending to follow through with a full and in-depth submission relating to our objection, we are finding the process demanding to the extreme — both mentally and physically — for our executive members and extended members of the Men's Shed. To date, our submission exceeds 14 pages in length and is accompanied by a large number of attachments. With the original deadline for submissions closing in just over 24 hours (albeit cancelled early), we are still faced with new information coming to hand as we speak. This further demonstrates the need for Council to allow proper time and process before proceeding.

We also advise that a **formal complaint is being drafted in relation to councillor interference, undue intimidation, and pressure** during the period of public submission, directed against a member of a community group intending to lodge an objection to the resolution passed by Council at the November sitting. This matter is serious and will be pursued separately to ensure accountability and integrity in Council processes.

We also attach to this request documents that include, but are not limited to, **additional information now known and which was not before Council at the November sitting**. These attachments form part of our objection and provide further substantiation of donor intent, procedural flaws, and community impact.

ATTACHMENT # 1 We also attach to this request correspondence dated and signed 9 December 2025 from Paiker & Overmeire, lawyers acting on behalf of Great Southern Fuels. In this letter, the lawyers outline in very clear detail and confirm donor intent regarding the property gifted to the Kondinin Men's Shed in 2015. Furthermore, they formally request from the Shire an undertaking that the proposed sale of the property will not proceed. This correspondence, authored and signed by Paiker & Overmeire, provides authoritative legal confirmation of donor intent and reinforces the position that the Shire must respect both the donor's wishes and the documented history of the land acquisition

ATTACHMENT # 2 We also attach to this request emails dated 26 November 2025 between Mrs Faye McWhirter, co-owner of Great Southern Fuels and the Secretary of the Kondinin Men's Shed INC, which detail and confirm donor intent regarding the property gifted to the Kondinin Men's Shed in 2015. These communications provide direct corroboration from the original donor and reinforce the historical record already documented in Item #9.2.4 "Kondinin Men's Shed Land Acquisition" (5 February 2015) and Council Resolution #2474. Together, they demonstrate beyond doubt that the property was intended for the Kondinin Men's Shed and community benefit, and not for disposal by the Shire.

ATTACHMENT # 3 We further advise that attached to this request are **emails between the Secretary of the Kondinin Men's Shed and Mr Paul Carruthers of Great Southern Fuels**, detailing their shared understanding of the property and confirming the donor's intent that the land be gifted to the Kondinin Men's Shed back in 2015. These communications provide direct evidence of donor intent and reinforce the historical record already documented in **Item #9.2.4 "Kondinin Men's Shed Land Acquisition" dated 5 February 2015 and Council Resolution #2474**.

ATTACHMENT # 4 We also attach as **Attachment #4 an extract of the 2015 Kondinin Men's Shed AGM Minutes**, specifically **Item #6**, which records that the Kondinin Men's Shed had signed a lease with the Shire for the Wood Yard (Lot 6, Cottle Way). This property is the same land referenced in the Council resolution both in 2015 and again in 2025. The AGM minutes provide contemporaneous evidence that the Men's Shed was recognised as the intended beneficiary of the property, consistent with donor intent and Council's own records.

ATTACHMENT # 5 We also attach an extract from the 2025 Council Meeting Minutes, **Item #9.5.1**, together with **Resolution #4671**. This resolution incorrectly cited

the wrong statutory section when authorising the CEO to give public notice of the proposed sale of Lot 6, Cottle Way. The correct statutory reference should have been **section 3.58(3)** of the Local Government Act 1995 (WA), not the section recorded in Resolution #4671. This misreference is a material error that undermines the validity of the resolution and must be corrected.

ATTACHMENT # 6 We also attach a **copy of the cheque butt dated 20 October 2015**, made out to the Shire of Kondinin from the Kondinin Men's Shed, headed "*Kon Shire Wood Yard Lease*." This document provides direct evidence of the follow-on from the February 2015 Council Meeting, where Council resolved that the Shire lease the property to the Men's Shed subject to the donor intent set out in **Resolution #2474**. The cheque butt demonstrates that the Men's Shed acted in accordance with the resolution and donor intent, further confirming the legitimacy of the arrangement and the community's understanding that the property was gifted for the Shed's use.

ATTACHMENT # 7 We also attach the records of the October 2011 Steering Committee of the Kondinin Men's Shed, noted under **General Business**. These records clearly show the involvement of Mr Mick Smeed and confirm that Great Southern Fuels had agreed for the Men's Shed to use and occupy the property at no cost, without a formal contract, but on the basis of a handshake agreement. This demonstrates that the Kondinin Men's Shed has on record evidence of care and control over the property dating back to at least 2011 and continuing through to the present time, December 2025.

ATTACHMENT #8 We also attach **three letters of support** from community members and stakeholders. These letters collectively reinforce the position of the Kondinin Men's Shed, confirming both the importance of the property to the community and the clear donor intent that it was gifted for the Shed's use. The letters demonstrate broad community backing and highlight the significant role the Men's Shed plays in Kondinin, further underscoring why the proposed sale should not proceed.

ATTACHMENT # 9 We also attach **screenshots from the Kondinin Community Page dated 10 December 2025**, showing overwhelming community engagement in support of the Kondinin Men's Shed. The post has recorded **178 active engagements, including 23 direct comments and 6 community shares**. This demonstrates active and broad community support for our Shed, both from close members and the wider Kondinin community, underscoring the importance of the property to the town and its residents. **PLEASE NOTE**--The comments and interactions shown in these screenshots are taken from a publicly accessible community page. As such, they are open comments made in full view of the public. They are therefore legally permissible to be included as part of this submission, serving as evidence of overwhelming community support for the Kondinin Men's Shed.

Procedural Issues

- Public notice issued 24 Nov 2025 stated submissions open until 10 Dec 2025.
- CEO advertised on 1 Dec 2025 that submissions had closed, denying full statutory period.

- Resolution incorrectly cited section 3.5.8(3) instead of correct section 3.58(3) of the Local Government Act 1995 (WA).

Donor Intent & Historical Records

- Great Southern Fuels gifted the land to Kondinin Men's Shed in 2015.
- Documented in **Item #9.2.4 "Kondinin Men's Shed Land Acquisition" (5 Feb 2015)** and **Council Resolution #2474**.
- Donor has contacted Shire Administration directly in 2025, opposing sale.

Attachments / Supporting Evidence

1. **Emails (26 NOV 2025)** between Men's Shed Secretary and Paul Carruthers (Great Southern Fuels) confirming donor intent.
2. **Emails (26 Nov 2025)** from Mrs Faye McWhirter (co-owner, Great Southern Fuels) confirming donor intent.
3. **Lawyer's correspondence (9 Dec 2025)** from Paiker & Overmeire, acting for Great Southern Fuels, confirming donor intent and requesting undertaking that sale not proceed.
4. **Extract of 2015 Kondinin Men's Shed AGM Minutes (Item #6)** noting signed lease with Shire for Wood Yard.
5. **Council Meeting 2025, Item #9.5.1 and Resolution #4671** showing incorrect statutory section authorising CEO to give public notice.
6. **Cheque butt dated 20 Oct 2015** made out to Shire of Kondinin, headed "Kon Shire Wood Yard Lease," evidencing follow-on from Feb 2015 resolution.
7. **Records of Oct 2011 Steering Committee (General Business)** noting Mr Mick Smeed and confirmation that Great Southern Fuels agreed Men's Shed could use and occupy property at no cost, handshake agreement.
8. **Three letters of support** from community members and stakeholders, reinforcing donor intent and highlighting the Shed's importance to Kondinin.

Community Impact

- Men's Shed submission already exceeds 14 pages with attachments, demanding extreme effort from members.
- New information continues to emerge, making rushed deadlines unfair.

Conduct Concerns

- Formal complaint being drafted regarding Cr XXXXXXXX interference, undue intimidation, and pressure during submission period.

To conclude, we respectfully request that, given all the matters raised and the substantial evidence provided, **Council resolve to set aside the resolution made at the November 2015 Council Meeting to sell the property**. Furthermore, we ask that Council **totally set aside this resolution and determine not to proceed with the sale of Lot 6, Cottle**

Way, in recognition of donor intent, community support, and the procedural and statutory errors identified.

Request to Council

- Resolution should be set aside based on new evidence not known at the November 2025 sitting.
- **Council should either:**
 - Defer further action until proper public notice is reissued and full submission period is provided, OR
 - Resolve not to proceed with sale altogether, respecting donor intent and new evidence.

In the interests of due process, transparency, and fairness, we ask that this request be placed on record and considered at the next available Council meeting.

Yours faithfully,

Secretary

Signed Gregory Gleeson
On behalf and for
Executive Committee
Kondinin Men's Shed Inc.
Kondinin, WA 6367



date 10/12/2025

八十七



Harold J. Paiker - U.M.

Our Ref: Hjp:lh27:2520657

Your Ref:

9 December 2025

Kondinin Shire
Att: CEO

Dear Sir

6 COTTELE WAY KONDININ (the Property)

We act on behalf of Allan and Faye McWhirter. Our client was the owner of the above Property.

Whilst our client was owner of the Property our client allowed Kondinin Mens Shed to use the Property free of charge.

Our client intended transferring the Property to the Mens Shed at no charge however it was proposed at the time that the Property be transferred to the Shire so as to avoid the need for the Kondinin's Mens Shed to pay rates, taxes and other charges in relation to the Property.

The Property was transferred to the Kondinin Shire

Our client understands that the Shire is now proposing to sell the Property.

Our client strongly objects to the sale of the Property for commercial gain when it was intended for charitable purposes only and was transferred free of charge to the Shire of Kondinin for that purpose.

Could you please confirm that the sale of the Property will not proceed

We await to hear from you.

Yours faithfully
Paiker & Overmeire

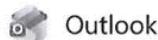


The offices of Paiker & Overmeire will close 4:00pm Thursday 18 December 2025 and reopen 9:00am on Monday 5 January 2026.

Note: Should a due settlement date fall within this period arrangements will be made to effect settlement. Please feel free to contact this office on (08) 9328 4811 prior to the closing date to discuss any concerns.
All urgent emails will be sent to harold@parker.biz which will be checked intermittently during the closing period.
All other correspondence will be dealt with upon our return to the office.

We wish you all the very best for the Festive Season!



**Fw: 6 cottle way kondinin**

From Paul Carruthers <paul.carruthers@gsfs.com.au>
Date Tue 9/12/2025 2:31 PM
To Greg-Lorraine Gleeson <dynamiccleaningservice@outlook.com>

 1 attachment (71 KB)
SKM_C25825120915190.pdf;

Hi Greg

Hopefully this is what you are after

From: Harold <harold@paiker.biz>
Sent: Tuesday, 9 December 2025 2:29 PM
To: Paul Carruthers <paul.carruthers@gsfs.com.au>
Subject: 6 cottle way kondinin



Lawyers, Property Settlement & Conveyancing Services
ABN: 68 116 188 323

Harold J. Paiker B.JURIS LLB (Hons)
Unit 59, 76 Newcastle Street
East Perth Western Australia 6004
Tel: (08) 9328 4811
Email: harold@paiker.biz



Our Ref:

Hi Paul

Further to your email I enclose signed letter on my letterhead.

Regards
Harold



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and
reopen 9:00am on Monday 5 January 2026

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All other correspondence will be dealt with upon our return to the office.

We wish you all the very best for the Festive Season!

WARNING: As there has been a recent increase in the number of attempted frauds relating to the transfer of money please **DO NOT** act on any request from us to transfer or deposit money without first telephoning us to confirm the request and the bank account details provided therein.

This document and any attachments ('document') are confidential and may be the subject of legal professional privilege and/or copyright. If you are not the authorised recipient of this document please immediately notify the writer on 9328 4811. If this is the case, you must not read, re-transmit, copy, store or act in reliance on this document and you must destroy or delete all copies of this document. Where this document is electronically transmitted, Paiker & Overmeire is not responsible for any changes made to the original document other than those changes made by Paiker & Overmeire. Paiker & Overmeire cannot guarantee that any electronic transmission is free from a virus or any other defect and it is the responsibility of the recipient to scan and otherwise test any electronic transmission. This notice must not be removed or altered.

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*ATT2**TRUE COPY
[Signature]*

[Draft] Re: 6 Cottle Way Kondinin

From

Draft saved Wed 10/12/2025 8:21 AM

From: Faye McWhirter <faye.mcwhirter@gsfs.com.au>
Sent: Wednesday, 26 November 2025 12:10 PM
To: Greg-Lorraine Gleeson <DynamicCleaningService@outlook.com>
Subject: RE: 6 Cottle Way Kondinin

Good afternoon Greg

Testing our memory now, though Allan said we handed the titles back to Shire in 27/5/2015 on the proviso it was for the Mens shed

Can you please give Allan a call, though he is traveling ATM so could be out of mobile range

Regards

Faye



Box 2032 Kardinya 6163

allan.mcwhirter@gsfs.com.au
0429 120013

From: Greg-Lorraine Gleeson <DynamicCleaningService@outlook.com>
Sent: Wednesday, 26 November 2025 8:36 AM
To: Steve McWhirter <steve@stevemacs.com.au>; Faye McWhirter <faye.mcwhirter@gsfs.com.au>; Paul Carruthers <paul.carruthers@gsfs.com.au>; Cc: Kondininmensshed@outlook.com <kondininmensshed@outlook.com>
Subject: Re: 6 Cottle Way Kondinin

Good morning, Allan and Faye and Steve.

My name is Greg Gleeson, and I am the current Secretary/Treasurer of the Kondinin Men's Shed. One of our long-term members is Mr Denis McCubbing, and it is Denis who recommended I get in contact with you. I understand that you guys used to own a depot/yard located at 6 Cottle Way Kondinin, and that bit over 10 years ago, you were approached by Mr Ron Hardy in relation to the said block of land.


At that time, and according to records we have by way of meeting minutes, Great Southern Fuels agreed to gift the land to the Kondinin Men's shed free of charge.

We are still trying to go over records, but our further understanding is that our Shire CEO at the time mentioned to our members that it could be signed into the Shire's name and therefore have the effect that we would not have to pay the rates on the property this transfer was completed in 2015 and records show there was no payment for the land and it was a simple title transfer.

I believe the transfer was done in 2015, but at that time, we had been operating out of the block under what we gather was a Gentlemen's Agreement handshake for at least a couple of years, according to our records. Our issue is that the Shire has now entered into an agreement to sell the block to someone, and while we still run our woodyard out of there, they didn't even advise us of such a sale.

I emailed Alan at Lake Grace Shire (CEO) last Friday night regarding the matter, and he recalls that it was gifted to the Men's Shed and put in the Shires name for rate purposes. He was the Shire of Kondinin Deputy CEO at the time.

Are you or Faye able to please shed any light on this matter, as it would be greatly appreciated and help us in our discussion with the Shire of Kondinin and our objection to them selling what we believe was donated to the Men's Shed?

It is hard enough to attempt to operate day to day without the possibility of losing the yard where we cut firewood to raise money.

I'm hoping you are able to assist, even if it is as simple as what your understanding was at the time and if this was it was going to be for the Kondinin men's shed, and I appreciate your time. thankyou,

Kind Regards
Greg Gleeson
Kondinin Men's Shed

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To edit your email settings, go to your Inbox on desktop.

Ascend BY WIX

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*AT#3**True Col* **Re: 6 Cottle Way Kondinin****From** Greg-Lorraine Gleeson <DynamicCleaningService@outlook.com>**Date** Wed 10/12/2025 9:07 AM**To** Greg-Lorraine Gleeson <DynamicCleaningService@outlook.com>

From: Paul Carruthers <paul.carruthers@gsfs.com.au>
Sent: Wednesday, 26 November 2025 2:21 PM
To: Greg-Lorraine Gleeson <DynamicCleaningService@outlook.com>; Steve McWhirter <steve@stevemacs.com.au>; Faye McWhirter <faye.mcwhirter@gsfs.com.au>; Cc: Kondininmensshed@outlook.com <kondininmensshed@outlook.com>
Subject: Re: 6 Cottle Way Kondinin

Good afternoon Greg

Allan McWhirter has confirmed that the block of land in question was gifted to the Kondinin Men's Shed.

It was put in the Shire's name as we believe that there was either an issue in recognising the Kondinin Men's Shed name at the time of transfer and/or for rate purposes.

These was no financial consideration for the transfer of the block and we were of the understanding that the Shire was just managing the block on behalf of the Men's Shed in a caretaker capacity.

If you need anymore help please feel free reach out.

Regards
Paul

From: Greg-Lorraine Gleeson <DynamicCleaningService@outlook.com>
Sent: Wednesday, November 26, 2025 8:35 AM
To: Steve McWhirter <steve@stevemacs.com.au>; Faye McWhirter <faye.mcwhirter@gsfs.com.au>; Paul Carruthers <paul.carruthers@gsfs.com.au>; Cc: Kondininmensshed@outlook.com <kondininmensshed@outlook.com>
Subject: Re: 6 Cottle Way Kondinin

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Kind Regards
Greg Gleeson
Kondinin Men's Shed

From: Paul Carruthers <paul.carruthers@gsfs.com.au>
Sent: Friday,

ATT 4
TRUE COPY 9/12/2025
J. H. Kondinin Men's SHED
SECRETARY.

Kondinin Men's Shed Inc.

AGM Minutes

Meeting Open: 28/10/15 at 7:35pm

Present: Ron Hardy, Mike Sloan, Mike Pratzky, Peter Turner, John Read, Alan George, Dave Chambers, Dave MacPherson, Dave Southen, Dennis McCubbing, Rex Noble

Apologies: Rob Wood, Tony Godwin, Mick Smeed, Bob Peak.

Minutes of Previous Meeting: Read By Peter Turner, Moved – J. Read 2nd M, Pratzky

Business Arising:

Purchase of front end loader, All have been too dear.

Erection of the garden shed, Have been advised not the go ahead as it too rusty.

Upgrading of front door, fence and gate – still planned but waiting on more member to commit.

Advised by A. Nelson that the trailer is not worth setting up for wood.

Correspondence inwards: 9G Tractor club Appreciation letter, All other correspondence available for members to read.

Business Arsing: NIL

Correspondence outwards: All correspondence available for members to read.

Business Arsing: NIL

Financial Statement: Read By M Sloan, Moved D McCubbing 2nd D MacPherson Tabled M. Sloan

Coordinators Report: Read R. Hardy

Assistant Coordinators Report: NIL

Thank retiring office bearers: Read: A. George

Call for nominations for new office bearers:

Election of new Office Bearers:

Coordinator: Ron Hardy Moved: M. Pratzky 2nd J. Read

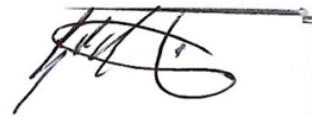
Assistant Coordinator: Mike Pratzky Moved: R. Hardy 2nd J. Read

Secretary: Peter Turner Moved: M. Pratzky 2nd: R. Hardy

Treasurer: Mike Sloan Moved: D. McCubbing 2nd: R. Hardy

Assistant Treasurer: Mike Pratzky Moved: R. Hardy 2nd: J. Read

Steering Committee: Ron Hardy, Mike Pratzky, Peter Turner, Mike Sloan, Dennis McCubbing, Dave MacPherson, John Read.

**General Business:**

- 1) WAMSA AGM – Spit from AMSA is proposed, need to asses if it will affect KMS insurance.
- 2) Buying a Load of wood – Try to locate reliable cheap supplier.
- 3) Other sources of income – Tin Kangaroos for Narrogin Caravan park, wooden toys and ornaments.
- 4) Casual Memberships – No Change, Payment Installments for memberships
- 5) Reducing Quorum at general meetings to 5 – Moved: John Read 2nd: Dennis McCubbing
- 6) Have signed lease for wood yard with shire
- 7) Have all money for pergola over cement
- 8) Chain for Jim West's chainsaw (Tungsten) – Keep normal chain
- 9) Get a defibrillator for shed – Wait until we can get a cheap one.
- 10) Wood yard key - Get new lock with more keys
- 11) Leave a set of keys at the shire
- 12) Sell/ Get Rid of some unused machines – get them checked out to make sure they are safe

Meeting Closed at: 9:13pm

*ATTACH**TRUE COPY*
*[Signature]**19/12/2022*Shire of Kondinin - Meeting Minutes - Ordinary Meeting 19th November 2025**9.5.1 NO. 6 (LOT 276) COTTELE WAY, KONDININ – PROPOSED DISPOSAL OF PROPERTY**

Author:	Tory Young – Manager Planning & Assets
Authorising Officer:	Bruce Wright - Chief Executive Officer
Date:	11 November 2025
Disclosure of Interest:	Nil
Confidential Attachments:	Land Valuation Aerial Plan Offer to Purchase

RESOLUTION#4671**Moved:** Cr Browning**Seconded:** Cr James

That Council:

1. **ACCEPTS** in principle, an offer of \$20,000 for the purchase of No. 6 (Lot 276) Cottle Way, Kondinin by Mr Joe Collard; and
2. **AUTHORISES** the Chief Executive Officer to give local public notice of the proposed disposition of No. 6 (Lot 276) Cottle Way, Kondinin **pursuant to section 3.5.8 (3) of the Local Government Act 1995** and report the matter back to Council following the advertising period accordingly.

For: Cr Mouritz, Cr Gangell, Cr Green, Cr James, Cr Smeed, Cr Browning, Cr Pool
Against: Nil **Carried:** 7/0

RESOLUTION#4672**Moved:** Cr James**Seconded:** Cr Gangell

That Council move out of the closed sessions and back into the ordinary session of Council

For: Cr Mouritz, Cr Gangell, Cr Green, Cr James, Cr Smeed, Cr Browning, Cr Pool
Against: Nil **Carried:** 7/0

Council resumed the Ordinary Session of Council: 4.58pm

9.6 COMMITTEE ITEMS

Nil

10. BUSINESS OF AN URGENT NATURE**11. CLOSURE**

Being no further business, the meeting was closed at 4.59pm.

ATT # 6

TRUE COPY
9/12/2025 Kenosha Mass Sheriffs
SERIAL#

Date 20-10-19
To KEN SHERRIS
60008 78.20 AB456
Balance B/Fwd _____
Deposits _____
ATM & Other _____
Withdrawals _____
Sub-total _____
This Cheque 10-00
Balance C/Fwd _____
000099

CHEQUE RECORDS

20-10-2015

PROPERTY RECEIVED

*ATT#6***9.2.4 Kondinin Men's Shed – Vacant Land Acquisition****Name of Applicant:** Shire of Kondinin**Author:** CEO**Declaration of Interest:** Nil**Date:** 5th February, 2015**SUMMARY / COMMENT:**

The owner of Great Southern Fuels, Mr Allan McWhirter has donated his block of land (for \$1.00 consideration) located next door to the Kondinin Men's Shed for use by the Men's Shed. Mr McWhirter has advised that it is his preference that the block be put in the name of the Shire of Kondinin and leased for peppercorn consideration to the Men's Shed.

The block concerned is Lot 276, 6 Cottle Way, Kondinin, (2,041m²).

The Men's Shed currently have use of the block for storage of wood that they use for fire wood sale as a source of income.

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATION

There are no direct policy implications in relation to this item.

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENT

Simple majority

RESOLUTION 2474

Moved Cr Stanes

THAT Council agree to purchase Lot 276, 6 Cottle Way, Kondinin, (2,041m²) for \$1.00 consideration from Mr Allan McWhirter and that the block be made available under a lease agreement to the Kondinin Men's Shed for a ten year term for \$1.00 per year consideration.

CARRIED 9/0

*Part # 6**Miles Cally*

KONDININ MEN'S SHED inc FINANCIAL STATEMENT

Bank West BSB Num 306-016 Account num 073797-8

Start of month in account \$8725.80

OCTOBER

INCOME

20 oct	Subs	\$ 60.00
20	wamsa agm	300.00

OUTSTANDING EXPENSES

Date	Cheque Num	Amount	Who To	Description
6/8/15	81	\$ 50.00	K Randall	
11/8/15	83	88.00	Kon Country club	
6/10/15	94	51.91	Water Corporation	
7	95	200.00	Ron Hardy	
20	96	33.00	Kon Res Cen	
20	97	20.20	NGN Observer	
20	98	42.00	Aust Post	
20	99	10.00	Kon Shire	

Total Expenses \$ 495.11

In Account \$ 8725.80

Income \$ 360.00

Sub Total \$ 9085.80

Expenses \$ 495.11

Total \$ 8590.69

Total in account on the 20/10/15 is \$ 8590.69

ATT 7
This copy
9/12/2023 - Keweenah Mens Shed
SECRETARY

Minutes of steering committee on the 8.11.2014

Present

Ron Hardy, Mick Sloan, Peter Turner, Rob Wood, Tony Godwin.

Agenda

1 Purchase of Lap Top Computer, Printer and Internet provider system.

2 Financial Statement from Treasurer Mick Sloan

3 Mens Shed shirts.

4 Obtaining and use of eftpos card.

5 Other business.

1 Best way to purchase the lap top will be done by Peter Turner at the best deal obtained either from Good Guys or Harvey Norman in Perth along with a Laser printer and internet plan which is 4GB at \$420 per year, moved by Mick Sloan seconded by Tony Godwin.

2 Financial Statement.

Copies given to those present for approval and was accepted and moved Ron Hardy seconded by Rob Wood.

3 New shirts for shed were explained by Ron Hardy and the cost of each one was \$50 as this was made up of purchase of the shirt and also our shed logo put on them, members were asked who would want one and to let Ron know at the next committee meeting.

4 Obtaining and use of eftpos card – It was suggested to obtain one to use instead of the cheque book as certain companies do not accept cheques (eg Bunnings). After discussion it was agreed to Mick Sloan to approach Bank West to get them as only two cards were to be collected, one card for Treasurer and one card for Coordinator. No cash is to be taken out on these cards under any circumstance, maximum on card is \$100, moved by Tony Godwin and seconded by Peter Turner.

5 Other Business. – Mick Sloan informed committee that there was an error in the Bank figures and it showed that we had approx. \$200 in the A/c more than we should and he was going into the Bank in Corrigin to have it checked out and would get back to us at the next meeting.

6 Ron informed meeting about the wood yard that belonged to Great Southern Fuels and the owner was prepared to give it to the Mens Shed for free and that we would only pay the rates on the land, Ron had checked and there were no debts on it. The Shire said as there were no buildings on it the rateable value would be lower and would be changed to lower when the land is re-rated, as this could fail, the placing of the shed for the log splitter and saw would further checking. Rob Wood suggested that the shed go in the same area as the sea container. It was agreed to wait until Ron got more info from the Shire.

TRUE COPY
9.11.2025
John Smeed Secretary

Minutes of Steering Committee Meeting – held 26th October 2011

Present: Mick Smeed, Phil Browning, Bruce Stanes, Darryl Collard, Mike Sloan, Ron Hardy, Mike Pratsky.

Minutes: Minutes of the previous meeting were read and carried

Correspondence:

Inward: Several letters were read

Outward: Letters were read mainly requesting funding. Agreed to write to KCRC requesting grant for \$10,000 for tools and equipment.

Moved Mick Smeed seconded Darryl Collard Correspondence be received as read.

Financial Statement:

\$3004.82 in bank

\$ 338.66 accounts to be paid

\$2666.16 balance

Moved Bruce Stanes seconded Ron Hardy that the Financial Statement as presented be accepted.

General Business:

Moved Mick Smeed seconded M. Sloan that a busy bee be held to repair the fence around the yard and also remove the tree at Jim West's.

Mick Smeed mentioned that the old Fuel Yard would be available for use at no cost – no contract – just a handshake.

Mike Sloan discussed making available land free of charge to the Men's Shed for cropping in 2012. We would have to pay all input costs eg fuel, super and chemicals, seed would be available graded, but would need to be returned in 2013. Phil Browning volunteered and was unanimously accepted to be in charge of all cropping operations. Further discussion to be held on how to finance the programme.

Moved Darryl Collard seconded Ron Hardy that we make an offer of \$300 to Dennis Sloan to purchase the steel cabinet.

Darryl Collards offered to donate a large work bench to the Men's Shed.

Mike Sloan mentioned that computers could be available from the Merredin High School for free – will keep us informed.

Mick Smeed announced that he would be a candidate for "Movember" fund raiser. This was well received and the committee agreed to support him by donating the proceeds of a load of wood ie. \$140.00. This is in line with our support of men's health.

ATX8 #1

Letter of Objection – Proposed Sale of Lot 6, Cottle way Kondinin (Wood Yard)From:

Mr Peter Dale Jones Street Kondinin, WA

To: Chief Executive Officer Shire of Kondinin PO Box 7, Kondinin, WA 6367 Date: 8/12/2025

Dear Sir/Madam, I write as a long-standing member of the Kondinin Men's Shed, having joined shortly after moving to Kondinin several years ago. I am actively involved in the Shed's operations, its community outreach, and its social activities. I fully support the current executive committee and their management of the Shed, including their handling of the present matter concerning the proposed sale of the property known locally as the Wood Yard.

I must place on record my discomfort and alarm upon learning of the Shire's intention to sell this property. My understanding has always been, and continues to be, that the Wood Yard was donated to the Kondinin Men's Shed by Great Southern Fuels in 2015, specifically for the benefit of the Shed for the benefit of the wider community.

Over the years, I have personally taken part in the preparation and sale of firewood from this property, contributing to the Shed's fundraising and community support efforts. The Wood Yard houses machinery owned by the Shed, which is essential for these activities. The site is therefore not only a physical base of operations but also a cornerstone of our community engagement.

I wish to express, in the strongest possible terms, my absolute objection to the Shire attempting to sell the Wood Yard, even at the stage of a proposed sale. Such action disregards donor intent, community expectation, and the Shed's long-standing role as caretaker of the property.

I hereby authorise the Secretary of the Kondinin Men's Shed to distribute this letter in any manner necessary for the benefit of the organisation.

Finally, I note that my association with the Shed extends beyond my own membership. My wife participates as an auxiliary member and attends social gatherings, BBQs, and other Shed events. The Shed provides opportunities for both of us to connect with the community, and its continued presence at the Wood Yard is vital to our shared involvement.

Yours faithfully,

Signed 

Peter Dale Member, Kondinin Men's Shed 

Dated 9-11-2025

ATTACHMENT 2

From: Mrs Helen Dale --Jones Street Kondinin, WA

To: Chief Executive Officer Shire of Kondinin PO Box 7 Kondinin, WA 6367

Date: [Insert Date]

Dear Sir/Madam,

I write to formally object to the proposed sale of the property known locally as the Wood Yard.

My husband, Mr Peter Dale, is a long-standing member of the Kondinin Men's Shed. I have seen firsthand the important role the Shed plays in supporting him and other local men. It provides a place to gather, share companionship, and find support. The Shed also hosts social BBQs and community events that bring people together, fostering connection and wellbeing.

The proposed sale of the Wood Yard causes me great concern. The Shed's ongoing presence at this site is vital to its operations and to the social fabric of our community. Removing access to the property would undermine the Shed's ability to continue providing these benefits, not only to its members but also to their families and the wider community.

I therefore wish to express my absolute objection, in no uncertain terms, to the Shire attempting to sell the Wood Yard, even at the stage of a proposed sale.

I hereby authorise the Secretary of the Kondinin Men's Shed to distribute this letter in any manner necessary for the benefit of the organisation.

Yours faithfully,

Signed

H. Dale.

9/12/2025.

Act #8 #3

To: Chief Executive Officer Shire of Kondinin PO Box 7 Kondinin, WA 6367

Dear Sir/Madam,

I write to formally object to the proposed sale of the property known locally as the Wood Yard.

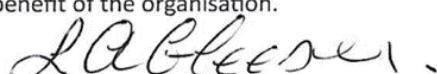
As a resident of Kondinin, I have long observed the important role the Kondinin Men's Shed plays in our community. The Shed provides a place for local men to gather, support one another, and engage in meaningful activities that benefit the wider community. It also hosts social BBQs and community events that foster connection and wellbeing for families and residents alike.

I am deeply concerned that the proposed sale of the Wood Yard would undermine the Shed's ability to continue these vital contributions. My understanding has always been that the property was donated to the Men's Shed in 2015 by Great Southern Fuels, specifically for their use and for the benefit of the community. The Shed has used the site consistently for many years as its wood yard and scrap yard, housing machinery and carrying out activities such as firewood preparation and scrap collection.

I therefore wish to express my absolute objection, in no uncertain terms, to the Shire attempting to sell the Wood Yard, even at the stage of a proposed sale.

I hereby authorise the Secretary of the Kondinin Men's Shed to distribute this letter in any manner necessary for the benefit of the organisation.

Yours faithfully,



Signed Lorraine Gleeson 61 Jones Street, Kondinin

10-12-2025

TRUE COPY 

ATT#9



(No subject)

From Greg-Lorraine Gleeson <DynamicCleaningService@outlook.com>

Date Wed 10/12/2025 10:10 AM

To Greg-Lorraine Gleeson <DynamicCleaningService@outlook.com>

Doreen Hornby

A good result so far and hope it keeps getting better for the Kondinin Men's Shed. 

[1wReply](#)[Share](#)

Bob Lewis

Great news Kondinin menshed as a member of the Ellenbrook Menshed I visited your shed when I was down there with the Lions Hearing Foundation bus

Hopefully the shire will stick by your menshed.

[1wReply](#)[Share](#)

John Roach

Great news, good to see common sense prevail.

[1wReply](#)[Share](#)

Corey Cruiser

Good result, pleasing news

[1wReply](#)[Share](#)

Marnie Tonkin

That is a good preliminary outcome.

[1wReply](#)[Share](#)

David Edwards

Great result, congratulations from the Exmouth mens shed

TRUE COPY  ATT-# 9

[1wReplyShare](#)

Marie Clarke

★

Rising contributor

Good result men's shed 😊

[1wReplyShare](#)

Sue Pratzky

Great news

[1wReplyShare](#)

Colin Hughes

Well done to all involved

[3dReplyShare](#)

Bush Ferret

Community facilities that support people are very important.



[1dReplyShare](#)

Merlot Lab

Mens sheds are important for supporting social connection, belonging and enhancing better mental health. Was concerned to hear about the negative shire attitude and hope there is a constructive resolution. Its been many years since I was last out that way but I still have a soft spot for smaller wheatbelt towns.

[1wReplyShare](#)

Sandra Hill

Country towns need a men's shed.

[6dReplyShare](#)

True copy  ATT#9

Robyn Johnson

Every Town needs a Men's Shed 

1wReplyShare

TRUE COPY
ATTACHMENT 9

IMPORTANT: THIS DOCUMENT IS AN ATTACHMENT



100 Mark Paris, Adele Paris and 178 others

Like

Comment

23 comments 6 shr

Share

View more comments



Shire of Kondinin

Request for Tender

Request for Tender:	Panel of Pre-Qualified Suppliers - Unsealed Road Maintenance
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Deadline:	4pm, Wednesday 21 January 2026
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Address for Delivery:	By email to: ceo@kondinin.wa.gov.au
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RFT Number:	05 2025-2026
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Part 1 READ AND KEEP THIS PART**1 Conditions of Tendering****1.1 Definitions**

Below is a summary of some of the important defined terms used in this Request:

Attachments: The documents you attach as part of your Tender.

Contractor: Means the person or persons, corporation or corporations who's Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.

Deadline: The deadline for lodgement of your Tender as detailed on the front cover of this Request.

General Conditions of Contract: Means the General Conditions of Contract for the Supply of Goods and Provision of Services nominated in Part 2.

Offer: Your offer to supply the Requirements.

Principal: The Shire of Kondinin

**Request For RFT
OR Request for
Tender** This document.

Requirement: The Goods and Services requested by the Principal.

Selection Criteria: The Criteria used by the Principal in evaluating your Tender.

Special Conditions: The additional contractual terms.

Specification: The Statement of Requirements that the Principal requests you to provide if selected.

Tender: Completed Offer form, Response to the Selection Criteria and Attachments.

Tenderer: Someone who has or intends to submit an Offer to the Principal.

Tender Open Period: The time between advertising the Request and the Deadline.

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

Part 1 – Conditions of Tendering (*read and keep this part*).

Part 2 – Statement of Requirement includes Specification and any plans/drawings (*read and keep this part*).

Part 1 READ AND KEEP THIS PART

Part 3 – General Conditions of Contract (*read and keep this part*).

Part 4 – Special Conditions of Contract (*read and keep this part*).

Separate Documents

- a) The Tender Response Form – this must be completed in full and returned with attachments (as required). This forms the basis for the Tenderer's Response.
- b) Addenda and any other special correspondence issued to Tenderers by the Principal.
- c) Any other policy or document referred to but not attached to the Request.

1.3 How to Prepare Your Tender

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Complete and return the Tender Response Form (separate) in all respects and include all Attachments;
- d) Make sure you have signed the Offer form and responded to all of the Selection Criteria; and
- e) Lodge your Tender before the Deadline.

1.4 Contact Persons

Tenderers should not rely on any information provided by any person other than the person listed below:

Name:	The Chief Executive Officer
Email:	ceo@kondinin.wa.gov.au

1.5 Requests for Clarification

Tenderers may submit a written request for clarification on any part of the RFT documents prior to lodgement of their Tender. Written clarifications must be made by email to ceo@kondinin.wa.gov.au and may be subject of an addendum to this Request.

No requests for information or clarification to the RFT Documents will be accepted later than five (5) days prior to the Deadline of this Request.

1.6 Tender Briefing/Site Inspection

No site inspection is scheduled for this requirement.

Tender briefings are available upon request to ceo@kondinin.wa.gov.au and will be made available to all registered tender participants.

Part 1 READ AND KEEP THIS PART**1.7 Lodgement of Tenders and Delivery Method**

Electronically

Tender submissions and all attachments can be emailed to ceo@kondinin.wa.gov.au.

In preparing a Tender for submission, Tenderers must agree to the following conditions:

- a) In submitting a Tender electronically, Tenderers represent that they have taken reasonable steps to ensure that electronic Tender files are free of viruses, worms and other disabling features which may affect the Principal's computing environment. Tenders found to contain viruses, worms or other disabling features may be excluded from the evaluation process.
- b) Tenderers should allow sufficient time for Tender lodgement, including time that maybe required for any problem analysis and resolution prior to the Deadline.
- c) Where electronic submission of Tender has commenced prior to the Deadline and is not completed successfully by the Deadline, the Tender will not be accepted and will be deemed to be a late Tender.
- d) Tenders lodged by email will be deemed to be authorised by the Tenderer.
- e) Tenderers acknowledge that although the Principal has implemented security measures, the Principal does not warrant that unauthorised access to information and data transmitted via the Internet will not occur.
- f) Tenderers acknowledge that:
 - a. Lodgement of their Tender on time and in accordance with these Conditions of Tender is entirely their responsibility; and
 - b. The Principal will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this Request is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.
 - c. To ensure the integrity of the Tender process, electronic mail Tenders should only be submitted to the designated Tender submission email address. Do not send Tenders to staff or alternative email addresses, including the Principal's contact.

Part 1 READ AND KEEP THIS PART**1.8 Rejection of Tenders**

A Tender will be rejected without consideration of its merits in the event that:

- a) It is not submitted before the Deadline; or
- b) It is not submitted at the place specified in the Request; or
- c) It may be rejected if it fails to comply with any other requirements of the Request.

No web links or hyperlinks will be considered as part of any submission.

1.9 Late Tenders

Tenders received:

- a) After the Deadline; or
- b) In a place other than that stipulated in this Request;

will not be accepted for evaluation.

1.10 Acceptance of Tenders

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

1.11 Disclosure of Contract Information

Documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1992 or under a Court order.

All Tenderers will be given particulars of the successful Tenderer(s) or will be advised that no Tender was accepted.

1.12 Tender Validity Period

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Principal's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

1.13 Precedence of Documents

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request will have precedence.

1.14 Alternative Tenders

All Alternative Tenders [may or must] be accompanied by a **conforming** Tender.

Part 1 READ AND KEEP THIS PART

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases be clearly marked "Alternative Tender".

The Principal may in its absolute discretion reject any Alternative Tender.

Any printed "General Conditions of Contract" contained within a Tender will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

1.15 Tenderers to Inform Themselves

Tenderers will be deemed to have:

- a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

1.16 Alterations

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

1.17 Risk Assessment

The Principal may have access to and give consideration to:

- a) any risk assessment undertaken by any credit rating agency;
- b) any financial analytical assessment undertaken by any agency; and

Part 1 READ AND KEEP THIS PART

c) any information produced by the Bank, financial institution, or accountant of a Tenderer;

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and meet their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Tenderers and will be treated as strictly confidential.

1.18 Evaluation Process

This is a Request for Tender.

Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g. completed Offer form and Attachments) may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated (e.g. tendered prices) and other relevant whole of life costs are considered.
- c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

1.19 Selection Criteria

The Contract may be awarded to a Panel of Tenderer(s) who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will

Part 1 READ AND KEEP THIS PART

be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

1.20 Compliance Criteria

These criteria are detailed within the *Tender Response Form* and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

1.21 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within the Tender Response Form. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

1.22 Value Considerations

Non Weighted Price Criteria

The non-weighted cost method is used where functional considerations such as capacity, quality and adaptability are seen to be crucial to the outcome of the contract. The evaluation panel will make a series of value judgements based on the capability of the Tenderers to complete the Requirements and a number of factors will be considered including:

- a) the qualitative ranking of each Tenderer;
- b) the pricing submitted by each Tenderer;

Part 1 READ AND KEEP THIS PART

Once the tenders have been ranked, the evaluation panel will make a value judgement as to the cost affordability, qualitative ranking and risk of each Tender, in order to determine the Tender which is most advantageous to the Principal.

The tendered price will be considered along with related factors affecting the total cost to the Principal (e.g. the lifetime operating costs of goods or the Principal's contract management costs may also be considered in assessing the best value for money outcome).

1.23 Price Basis

All prices for goods/services offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices tendered must include delivery, unloading, packing, marking and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.24 Ownership of Tenders

All documents, materials, articles and information submitted by the Tenderer as part of or in support of the Tender will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.25 Canvassing of Officials

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors Officers (as the case may be) with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its absolute discretion omit the Tenderer from consideration.

1.26 Identity of the Tenderer

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in *Part 5* and whose execution appears on the Offer Form in *Part 5* of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.27 Costs of Tendering

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Offer.

Part 1 READ AND KEEP THIS PART
--

1.28 Tender Opening

Tenders will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted the Tender by the due Deadline will be read out at the Tender Opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender Opening will be held on or as soon as practicable after the Deadline at the Shire of Kondinin, Gordon Street, Kondinin

1.29 In House Tenders

The Principal does not intend to submit an In House Tender.

Part 5 COMPLETE AND RETURN THIS PART

2 Statement of Requirements

2.1 Introduction

The Shire of Kondinin is seeking to establish a panel of pre-qualified suppliers to respond to reactive and planned maintenance services for Shire owned roads primarily in the eastern sector of the Shire. This requirement may extend to the provision of equipment and support to local bush fire prevention and control operations.

Given the priority requirements of service, the Shire is seeking plant and equipment operators (including construction materials) based within a **fifty** (50) kilometre radius of Hyden and a **twenty** (20) kilometre radius of Kondinin to meet work priority time frames and emergent requirements.

The Contractor (s) may be required to undertake:

- **Routine light grading** to remove corrugations and reshape the road surface.
- **Heavy grading / full formation grading** to re-establish crown and drainage.
- **Winter grading** to maintain shape and drainage during wet season conditions.
- **Shoulder maintenance**, windrow removal and restoration of table drains.
- **Resheeting support**, including spreading and compacting gravel materials.
- **Rolling and compaction** for formation stability.
- **Use of water tankers** for:
 - Moisture conditioning ahead of grading
 - Compaction of sheeting, gravel or subgrade
 - Dust suppression for traffic safety and environmental management
 - Supporting formation reconstruction
- **Traffic control** where required (if not provided by Shire).

Concurrently, Contractor(s) will be required to supply and place appropriate materials to support road maintenance services.

2.2 Background Information

The Shire's gravel road network forms a critical part of local and regional transport infrastructure, supporting a broad range of users including agriculture (grain and livestock), mining and energy operators, heavy vehicle freight, school bus routes, emergency services, local businesses and the wider community.

With more than 1000 km of unsealed roads throughout the Shire, ongoing preventative and reactive maintenance is essential to ensure roads remain safe, accessible and fit for purpose throughout the year.

Over recent years the Shire has experienced significant increases in heavy vehicle movements in the eastern sector. The increases are associated with:

Part 5 COMPLETE AND RETURN THIS PART

- **Grain production and harvest haulage**, including B-double and road train configurations
- **Mining and resources sector operations**, including exploration, drilling programs, haulage and service vehicles
- **Energy projects**, including renewable energy developments and associated contractor traffic
- **Increased transport** of heavy machinery, agricultural equipment and fertiliser
- **Growth in tourism** traffic, particularly during peak seasonal periods
- **Essential community** travel, including school buses, mail delivery, health services and local residents.

This additional load places substantial pressure on the unsealed road network, accelerating pavement wear, corrugation, rutting, drainage failures and formation damage - particularly during winter, harvest season and after significant rainfall events.

To maintain the network in a safe and reliable condition, the Shire must undertake:

- Routine and heavy grading to restore pavement shape and drainage
- Winter grading to correct damage caused by wet weather and heavy traffic
- Reactive repairs following storms, washouts, or road failures
- Resheeting and gravel replacement in high-wear locations
- Compaction and dust suppression, requiring constant access to water tankers
- Material haulage to support road reconstruction and spot repairs

The scale, spread, and variability of required works means that the Shire cannot maintain all necessary plant, equipment and materials in-house. Access to reliable wet and dry hire contractors ensures that the Shire can respond promptly to operational needs, seasonal demands and emergency situations; and in so doing, augment existing Shire capabilities.

The availability of external plant—such as graders, rollers, trucks, water tankers and earthmoving equipment—provides:

- Flexibility to scale operations up or down as required
- Timely response to road failures and safety issues
- Cost efficiency, avoiding large capital investment
- Specialised capability, including experienced operators with road maintenance expertise
- Improved community outcomes, ensuring roads remain safe for all users

Maintaining high-quality gravel roads is essential not only for day-to-day community movement but also for supporting the economic productivity of the Shire. Reliable access for grain growers, mining and energy operators, freight companies and emergency services is vital to local, regional and State economic activity.

Services that are the subject of this requirement will be retained by work order. The Shire does not offer a minimum guarantee of works, an estimated volume of works, nor is a retainer applicable.

Part 5 COMPLETE AND RETURN THIS PART**2.3 Definitions**

Below is a summary of some of the important defined terms used in this Part:

Contractor's Representative:	Means any Officer or person duly authorised by the Contractor, in writing, to act on their behalf for the purpose of the Contract;
Principal's Representative	Means any Officer or person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract;
Works or Services:	Means the Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract;

2.4 Scope of Work

The Contractor shall provide wet and/or dry hire plant, equipment, operators, including water tankers (water carts), and materials required for the maintenance, repair, improvement and operational upkeep of the Shire's gravel road network.

This requirement seeks the following:

Plant & Equipment – Grading & Earthworks

The plant and equipment requirements (wet and/or dry hire) include, but are not limited to:

- Motor graders
- Multi-tyre rollers, smooth drum rollers and padfoot rollers
- Front-end loaders
- Excavators
- Skid steer loaders

Plant & Equipment – Haulage

- Side tippers, end-tippers, dog trailers
- Water tankers / water carts
 - With functioning spray bars, batter sprays and dribble bars
 - Suitable for dust suppression, compaction watering and pre-moisture conditioning

Materials

- Gravel (various types/specifications)
- Crushed rock/aggregate
- Sand/fill
- Water for construction, maintenance and dust suppression
- Water may be sourced from Shire standpipes or contractor supply, as approved
- Other materials as required by the Shire

Part 5 COMPLETE AND RETURN THIS PART**Preventative Maintenance Activities**

1. Routine and heavy grading
2. Winter grading
3. Use of water tanks – moisture conditioning, compaction, dust suppression and environmental management and supporting formation construction.
4. Maintenance and drain restoration
5. Resheeting support including gravel delivery, spreading and rolling
6. Watering of road pavements
7. Roller compaction supported by water tank application

Reactive Maintenance Activities

1. Emergency supply of water tankers for weather events, washouts or compaction needs
2. Pot hole remediation
3. Soft spot excavation and repair
4. Haulage and placement of gravel or fill
5. Clearing of storm debris
6. Rapid response plant mobilisation for failed pavement sections
7. Water carts to stabilise loose/granular materials during reinstatement.

2.5 Detailed Specification**Plant & Equipment**

- All plant and equipment must be in good mechanical condition and fit for purpose
- Plant and equipment must be fitted with appropriate safety and warning equipment including, but not limited to: seatbelts, beacons, reverse alarms and ROPS.
- As required by law, plant and equipment must be registered for road use.
- As applicable, plant and equipment must be accompanied by logbooks and inspection records (available to the Shire upon request).
- All plant & equipment operators must be licensed in accordance with Western Australian legislation and evidence a high level of proficiency in the operation of plant and equipment.

Maintenance – Reactive & Preventative

- Contractor(s) must possess the capacity to respond to emergent and urgent requirements within a short window of time. Therefore, the Shire specifically requires plant and equipment to be positioned within a 20km radius of Kondinin and a 50km radius of Hyden.

Part 5 COMPLETE AND RETURN THIS PART
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Response Timeframes

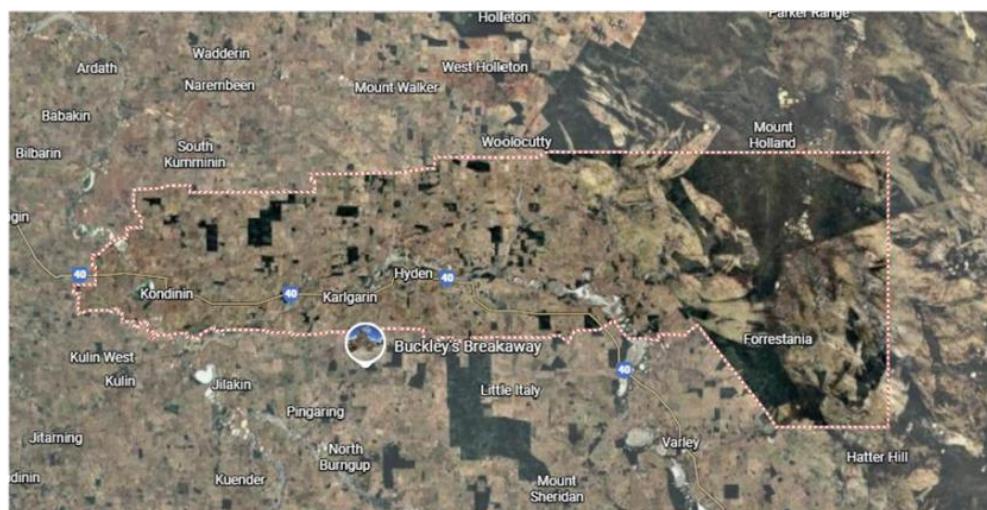
Priority	Description	Response Time
Urgent (High Priority)	Issues that pose an immediate risk to health and safety or may cause significant damage to property unless attended to immediately.	1 – 2 hours
Medium	Issues that impact functionality or comfort but do not pose an immediate risk to health and safety.	24 hours
Planned Works	Works that are required to remediate general wear and tear across the road network.	1 week

2.6 Implementation Timetable

The period of performance will be for a one (1) year period, with the commencement date commencing immediately after Council endorsement of the award of a contract.

2.7 List of Applicable Documents

The area of performance is within the Shire of Kondinin, and predominantly within the eastern corridor (Hyden) – Forrestania, King Rocks and immediate surrounds.



The guiding principles for maintenance and road design can be found at the following link.

<https://austroads.gov.au/safety-and-design/road-design/guide-to-road-design>

Part 5 COMPLETE AND RETURN THIS PART

2.8 Service Levels

The following references are included to identify the service levels of this requirement.

- **ARRB - Best Practice Guide 2** – Unsealed roads
- **Austroads** - AGPT Guide to pavement technology: Part 5 Pavement evaluation and treatment design. Part 6 Unsealed pavements
- **AP-T335-18** Appropriate use of marginal and non-standard materials in road construction and maintenance
- **IPWEA NZ** - Unsealed roads tactical asset management guide
 - Design work sections - 0052 Geometric rural road design – unsealed, 0054 Rural pavement design – unsealed
 - Construction work sections - 1113 Subgrade and formation stabilisation, 1140 Wearing course, base and subbase – unsealed, 1141 Flexible pavement base and subbase
 - Maintenance work sections - 1601 General requirements – road reserve (Maintenance)
 - 1602 Maintenance schedules – road reserve, 1603 Road reserve maintenance plan (RMP), 1604 Annexures to road reserve maintenance plan (RMP), 1616 Grading unsealed roads (PGU), 1617 Resheeting unsealed roads (PRU), 1632 Grading unsealed shoulders (SGU), 1633 Resheeting unsealed shoulders (SRU)
- **TECHreport**
 - TR 08 Management of Council gravel pits in country areas – A case study
- **TECHnote**
 - GEN 023 AUS-SPEC for management of unsealed roads
 - DES 034 Pavement stabilisation for unsealed roads
 - DES 035 Improvement and stabilisation of unsealed road

3 General Conditions of Contract

3.1 Insurances

Public Liability (required) – All companies are required to have this insurance to protect them against claims arising from personal injury or property damage caused by the actions and operations of the insured.

Workers' Compensation or Personal Accident Insurance Cover (required) – All employees in Australia must be insured by their employer for Workers' Compensation. Or in the case of a sole business owner or operator then Personal Accident Insurance Cover is required. The company or person appointed will be required to have the appropriate insurance in effect.

Plant & Equipment Insurance – The purpose of this insurance is to provide the insured with protection against losses arising out of the damage, destruction, theft or otherwise of the insured's plant & equipment.

Part 5	COMPLETE AND RETURN THIS PART
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3.2 Period of Contract and Termination

The Contract will be in force for the period of one (1) year. However, in the event of the Contractor failing in any manner to carry out the Contract to the Principal's satisfaction, the Principal may forthwith determine the Contract by written notice to the Contractor. A further two (2) option periods, each of one (1) year may be applied at the discretion of the Shire.



Shire of Kondinin

Request for Tender

Request for Tender:	<i>East Hyden Bin Road – widenings and audible edge and centre lines</i>
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Deadline:	<i>4.00pm, Monday 2nd February 2026</i>
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Address for Delivery:	By email to: ceo@kondinin.wa.gov.au
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RFT Number:	<i>RFT 04/2025-2026</i>
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Part 1 READ AND KEEP THIS PART**1 Conditions of Tendering****1.1 Definitions**

Below is a summary of some of the important defined terms used in this Request:

Attachments: The documents you attach as part of your Tender.

Contractor: Means the person or persons, corporation or corporations who's Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.

Deadline: The deadline for lodgement of your Tender as detailed on the front cover of this Request.

General Conditions of Contract: Means the General Conditions of Contract for the supply of goods and provision of services provided in Part 2

Offer: Your offer to supply the Requirements.

Principal: Shire of Kondinin

Request OR RFT OR Request for Tender This document.

Requirement: The widening and installation of audible edge and centre lines East Hyden Bin Road requested by the Principal.

Selection Criteria: The Criteria used by the Principal in evaluating your Tender.

Special Conditions: The additional contractual terms.

Specification: The Statement of Requirements that the Principal requests you to provide if selected.

Tender: Completed Offer form, Response to the Selection Criteria and Attachments.

Tenderer: Someone who has or intends to submit an Offer to the Principal.

Tender Open Period: The time between advertising the Request and the Deadline.

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

Part 1 – Conditions of Tendering (*read and keep this part*).

Part 2 – Statement of Requirement includes Specification and any plans/drawings (*read and keep this part*).

Part 1 READ AND KEEP THIS PART

Part 3 – General Conditions of Contract (*read and keep this part*).

Part 4 – Special Conditions of Contract (*read and keep this part*).

Part 5 – Tenderer's Offer (*complete and return this part*).

Separate Documents

- a) Addenda and any other special correspondence issued to Tenderers by the Principal.
- b) Any other policy or document referred to but not attached to the Request.

1.3 How to Prepare Your Tender

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Complete and return the Offer (Part 3) in all respects and include all Attachments;
- d) Make sure you have signed the Offer form and responded to all of the Selection Criteria; and
- e) Lodge your Tender before the Deadline.

1.4 Contact Persons

Tenderers should not rely on any information provided by any person other than the person listed below:

Name:	The Chief Executive Officer
Email:	ceo@kondinin.wa.gov.au

1.5 Requests for Clarification

Tenderers may submit a written request for clarification on any part of the RFT documents prior to lodgement of their Tender. Written clarifications must be made by email to ceo@kondinin.wa.gov.au and may be subject of an addendum to this Request.

No requests for information or clarification to the RFT Documents will be accepted later than five (5) days prior to the Deadline of this Request.

1.6 Tender Briefing/Site Inspection

A site inspection is not mandatory.

Tenderers are nevertheless strongly encouraged to make their own enquiries and to familiarise themselves with the site conditions, access arrangements, existing services, traffic conditions and any other factors that may affect the execution of the Works.

Part 1 READ AND KEEP THIS PART**1.7 Lodgement of Tenders and Delivery Method**

Electronically

Tender submissions and all attachments can be emailed to ceo@kondinin.wa.gov.au.

In preparing a Tender for submission, Tenderers must agree to the following conditions:

- a) In submitting a Tender electronically, Tenderers represent that they have taken reasonable steps to ensure that electronic Tender files are free of viruses, worms and other disabling features which may affect the Principal's computing environment. Tenders found to contain viruses, worms or other disabling features may be excluded from the evaluation process.
- b) Tenderers should allow sufficient time for Tender lodgement, including time that maybe required for any problem analysis and resolution prior to the Deadline.
- c) Where electronic submission of Tender has commenced prior to the Deadline and is not completed successfully be the Deadline, the Tender will not be accepted and will be deemed to be a late Tender.
- d) Tenders lodged by email will be deemed to be authorised by the Tenderer.
- e) Tenderers acknowledge that although the Principal has implemented security measures, the Principal does not warrant that unauthorised access to information and data transmitted via the Internet will not occur.
- f) Tenderers acknowledge that:
 - a. Lodgement of their Tender on time and in accordance with these Conditions of Tender is entirely their responsibility; and
 - b. The Principal will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this Request is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.
 - c. To ensure the integrity of the Tender process, electronic mail Tenders should only be submitted to the designated Tender submission email address. Do not send Tenders to staff or alternative email addresses, including the Principal's contact.

Part 1 READ AND KEEP THIS PART**1.8 Rejection of Tenders**

A Tender will be rejected without consideration of its merits in the event that:

- a) It is not submitted before the Deadline; or
- b) It is not submitted at the place specified in the Request; or
- c) It may be rejected if it fails to comply with any other requirements of the Request.

No web links or hyperlinks will be considered as part of any submission.

1.9 Late Tenders

Tenders received:

- a) After the Deadline; or
- b) In a place other than that stipulated in this Request;

will not be accepted for evaluation.

1.10 Acceptance of Tenders

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

1.11 Disclosure of Contract Information

Documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1992 or under a Court order.

All Tenderers will be given particulars of the successful Tenderer(s) or will be advised that no Tender was accepted.

1.12 Tender Validity Period

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Principal's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

1.13 Precedence of Documents

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request will have precedence.

1.14 Alternative Tenders

All Alternative Tenders **must** be accompanied by a **conforming** Tender.

Part 1 READ AND KEEP THIS PART

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases be clearly marked "**Alternative Tender**".

The Principal may in its absolute discretion reject any Alternative Tender.

Any printed "General Conditions of Contract" contained within a Tender will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

1.15 Tenderers to Inform Themselves

Tenderers will be deemed to have:

- a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

1.16 Alterations

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

1.17 Risk Assessment

The Principal may have access to and give consideration to:

- a) any risk assessment undertaken by any credit rating agency;
- b) any financial analytical assessment undertaken by any agency; and

Part 1 READ AND KEEP THIS PART

c) any information produced by the Bank, financial institution, or accountant of a Tenderer;

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and meet their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Tenderers and will be treated as strictly confidential.

1.18 Evaluation Process

This is a Request for Tender.

Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (eg completed Offer form and Attachments) may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated (eg tendered prices) and other relevant whole of life costs are considered.
- c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

1.19 Selection Criteria

The Contract may be awarded to Tenderer(s) who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be

Part 1 READ AND KEEP THIS PART

assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

1.20 Compliance Criteria

These criteria are detailed within Part 5.2.1 of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

1.21 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Part 5.2.2 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

Part 1 READ AND KEEP THIS PART**1.22 Value Considerations**

The Weighted Price method is used where price considered crucial to the outcome of the contract. The price is then assessed with quality. Include any items that may affect any

Criteria	Weighting
Tendered Price	20%

pricing outcomes (eg Regional Price Preference Policy)

1.23 Price Basis

All prices for goods/services offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices tendered must include delivery, unloading, packing, marking and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.24 Ownership of Tenders

All documents, materials, articles and information submitted by the Tenderer as part of or in support of the Tender will be become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.25 Canvassing of Officials

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors Officers (as the case may be) with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its absolute discretion omit the Tenderer from consideration.

1.26 Identity of the Tenderer

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 5 and whose execution appears on the Offer Form in Part 5 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

Part 1 READ AND KEEP THIS PART**1.27 Costs of Tendering**

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Offer.

1.28 Tender Opening

Tenders will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted the Tender by the due Deadline will be read out at the Tender Opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender Opening will be held on or as soon as practicable after the Deadline at 11 Gordon Street, Kondinin WA 6367.

1.29 In House Tenders

The Principal does not intend to submit an In House Tender.

Part 2 READ AND KEEP THIS PART

2 Statement of Requirements

2.1 Introduction

The Shire of Kondinin is requesting tenders from suitably qualified contractors to carry out seal widenings, shoulder widenings and audible centre lining and audible edge lining on the East Hyden Bin Road SLK 0.00 to 28.5

2.2 Background Information

The Shire of Kondinin is located approximately 280km from Perth encompassing three towns of Kondinin, Hyden and Karlgarin with a population of approximately 900 and covering an area of 7,340m.

The proposal subject to this tender aligns with the Shire's Vision 'to have a thriving sustainable future' and its economic strategic goal for supporting road infrastructure.

These works are being undertaken as part of the Regional Road Safety Program, with the objective of reducing fatalities and serious injuries on high speed sealed Local Government Roads.

These roads support agricultural production, freight transport, community access, tourism and regional connectivity.

The proposed treatments will improve road safety outcomes by enhancing lane definition, providing audible warnings, and improve overall road geometry and recovery space.

2.3 Definitions

Below is a summary of some of the important defined terms used in this Part:

Contractor's Representative:	Means any Officer or person duly authorised by the Contractor, in writing, to act on their behalf for the purpose of the Contract;
Principal's Representative	Means any Officer or person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract;
Works or Services:	Means the Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract;

Part 2 READ AND KEEP THIS PART**2.4 Scope of Work**Scope

Seal widenings, shoulder widenings and audible centre lining and audible edge lining on the East Hyden Bin Road SLK 0.00 to 28.5

Exclusions

Materials for earthworks to be provided by the Shire of Kondinin

Aggregates for seal to be provided by the Shire of Kondinin (14mm / 7mm)

Water will be supplied by the Shire, transport and application of water is the responsibility of the Tenderer.

2.5 Detailed Specification

0.22 – 1.76 – Tyne and Top up (Please state Methodology)

3.17 – 9.69 – Tyne and Top Up (Please state Methodology)

9.69 – 11.40 – Box Out to a depth of 80mm, width 500mm lay and compact

(Please state Methodology)

11.40 – 15.65 – Tyne and Top Up (Please state Methodology)

15.65 – 28.5 – Shire to complete

Supply spray and cover 600mm on both sides with a two-coat seal using a 14 and 7mm aggregate.

Spray Rates to be determined at the time, however please tender on the following rates.

First Coat – 1.3 – 2nd coat - .9 - if using hot seal

First Coat – 1.4 – 2nd coat – 1.2 if using Emulsion

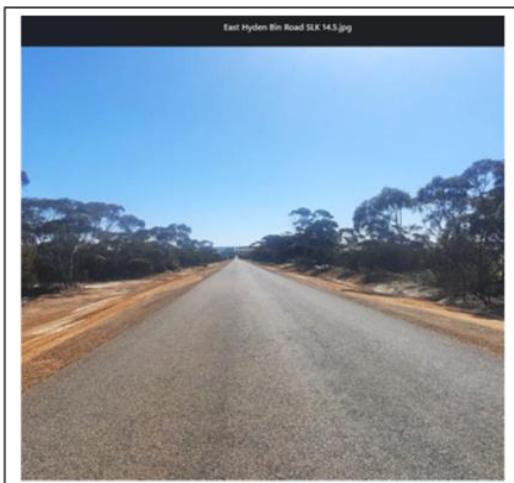
Total distance 28km

Supply and Lay 28.5km of Audible Edge and Center Lines

The Contractor shall be responsible for providing all traffic management required for the safe execution of the Works.

Part 2 READ AND KEEP THIS PART**2.6 Implementation Timetable**

Project Activity	Commencement Date	End Date
Preliminaries	18 February 2026	6 March 2026
Tyne, Top up, Box out	9 March 2026	6 May 2026
Seal Shoulders	1 June 2026	8 June 2026
Line Marking	1 Dec 2026	15 Dec 2026

2.7 Applicable Documents

The Contractor shall provide all labour, plant, materials, supervision and management necessary to complete the Works to a high standard of quality, safety and durability in accordance with this Request for Tender.

Part 2 READ AND KEEP THIS PART

All Works shall be carried out in accordance with the latest, standards and guidelines relevant to road widening, pavement and shoulder construction and audible line marking.

Contract Management and Performance Requirements

The Contractor shall:

- Nominate a primary contact person responsible for contract management and on-site coordination.
- Ensure all personnel are appropriately qualified, trained and experienced for the tasks undertaken. Comply with the Work Health and Safety Act 2020 (WA) and the Work Health and Safety (General) Regulations 2022 (WA).
- Maintain effective communication with the Shire's nominated representative throughout the contract period.
- Carry out the Works in accordance with the approved construction program and approved management plans.
- Rectify, at the Contractor's cost, any defective work identified during construction.
- The Shire reserves the right to inspect the Works at any time and to require corrective action where Works do not meet the specified quality or safety requirements

Part 3	READ AND KEEP THIS PART
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3 General Conditions of Contract

3.1 Insurances

3.1.1 The successful Proponent and its subcontractor(s) (if any) will be required to effect and maintain the insurance policies listed below in the following sums:

- (a) public liability insurance in the sum of at least \$10,000,000 in respect of any one occurrence and for an unlimited number of claims; and
- (b) if applicable, will be required to effect and maintain product liability insurance in the sum of at least \$10,000,000 in respect of any one occurrence and for an unlimited number of claims.
- (c) Workers Compensation insurance in accordance with the legislation, rules and regulations of Western Australia (and/or federally as applicable)

Plant & Equipment Insurance – The purpose of this insurance is to provide the insured with protection against losses arising out of the damage, destruction, theft or otherwise of the insured's plant & equipment

3.2 Period of Contract and Termination

The Contract is to be completed on the satisfactory supply of the Requirements.

Part 4 READ AND KEEP THIS PART**4 Special Conditions of Contract**

The contractor is required to provide the following during their contractual obligations in terms of these requirements:

Activity	Frequency
Any variations to the contract or additional works to be undertaken	Prior to commencement
Observations of dangerous circumstances that require attention to obviate potential public harm or public liability claims	Immediately
Accidents or related claims of a public nature	Immediately
Damage to property or persons as a result of the performance or non-performance of the contract service requirements	Immediately
All instances of misbehaviour or illegal activity that contravenes Commonwealth, State or Local laws or that impedes the performance of the contract service or that may result in damage to any Council or community property or misconduct towards the public.	Immediately as incident occurs

Submit a **Traffic Management Plan** prepared by a suitably qualified person and approved by the Shire prior to commencement of Works.

Part 5 COMPLETE AND RETURN THIS PART**5 Tenderer's Offer****5.1 Form of Tender**

The Chief Executive Officer
Shire of Kondinin
11 Gordon Street, Kondinin WA 6367

I/We (Registered Entity Name): _____
(BLOCK LETTERS)

of: _____
(REGISTERED STREET ADDRESS)

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail: _____

In response to RFT 04 2025-2026 Widenings and Audible Edge and Centre Lines – East Hyden Bin Road

1/ We agree that I am/we are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the Tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this _____ day of _____ 20____

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Telephone Number: _____

Authorised signatory Postal address: _____

Email Address: _____

Part 5 COMPLETE AND RETURN THIS PART**5.2 Selection Criteria****5.2.1 Compliance Criteria**

Please select with a "Yes" or "No" whether you have complied with the following compliance criteria:

Description of Compliance Criteria	
a) Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	Yes / No
b) Tenderers are to provide their Operator licenses & tickets (as applicable) Plant & Equipment certificates of registration.	Yes / No
c) Compliance with the Specification contained in the Request.	Yes / No
d) Compliance with attendance at any mandatory Tender briefing or site inspection.	Yes / No
e) Compliance with the Quality Assurance requirement for this Request.	Yes / No
f) Compliance with the Delivery Date.	Yes / No

5.2.2 Qualitative Criteria

Before responding to the following qualitative criteria, Tenderers must note the following:

- a) All information relevant to your answers to each criterion are to be contained within your Tender;
- b) Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- c) Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- d) Tenderers are to address each issue outlined within a qualitative criterion.

Part 5 COMPLETE AND RETURN THIS PART
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A. Relevant Experience	Weighting	“Relevant Experience”	Tick if attached
<p>Tenderers must address the following information in an attachment and label it “Relevant Experience”:</p> <ul style="list-style-type: none"> a) <i>Provide details of similar work.</i> b) <i>Provide scope of the Tenderer’s involvement including details of outcomes.</i> c) <i>Provide details of issues that arose during the project and how these were managed.</i> d) <i>Provide details of the Tenderer’s performance to timelines and budgets under any contract with the Principal in the last 5 years and the performance of each of its Related Bodies Corporate (if applicable).</i> e) <i>Demonstrate competency and proven track record of achieving outcomes.</i> f) <i>Project reference sheet.</i> 	20%		<input type="checkbox"/>

B. Key Personnel Skills and Experience	Weighting	“Key Personnel”	Tick if attached
<p>Tenderers must address the following information in an attachment and label it “Key Personnel Skills and Experience”:</p> <ul style="list-style-type: none"> a) <i>The Tenderer’s role in the performance of the Contract.</i> b) <i>Curriculum vitae of key staff inclusive of membership to any professional or business association, qualifications etc.</i> 	20%		<input type="checkbox"/>
<p>Supply any other relevant details in an attachment and label it “Key Personnel Skills and Experience”.</p>			<input type="checkbox"/>

Part 5 COMPLETE AND RETURN THIS PART
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C. Tenderer's Resources	Weighting	
Tenderers must address the following information in an attachment and label it " Tenderer's Resources ":	10%	
a) <i>Plant, equipment and materials.</i>	"Tenderer's Resources"	Tick if attached
b) <i>Any contingency measures or backup of resources including personnel (where applicable).</i>	<input type="checkbox"/>	
c) <i>OHS Survey.</i>	<input type="checkbox"/>	
d) <i>Safety Record.</i>	<input type="checkbox"/>	
e) <i>Resources Schedule.</i>	<input type="checkbox"/>	
As a minimum, Tenderers should provide a current commitment schedule and plant/equipment schedule in an attachment and label it " Tenderer's Resources ".	<input type="checkbox"/>	

D. Demonstrated Understanding	Weighting	
Tenderers must address the following information in an attachment and label it " Demonstrated Understanding ":	30%	
a) <i>A project schedule/timeline</i>	"Demonstrated Understanding"	Tick if attached
b) <i>The process for the delivery of the Goods/Services.</i>	<input type="checkbox"/>	
c) <i>Demonstrated understanding of the Scope of Work.</i>	<input type="checkbox"/>	
Supply details and provide an outline of your proposed methodology in an attachment labelled " Demonstrated Understanding ".	<input type="checkbox"/>	

Part 5 COMPLETE AND RETURN THIS PART**5.3 Price Information**

Tenderers must complete the following "Price Schedule". Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

5.3.1 Price Basis

Are you prepared to offer a fixed price?	Yes / No
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5.3.2 Price Schedule

No	Service Description	Tender Unit	Price Tendered (ex GST)	GST	Price Tendered (inc GST)
1					
2					
3					

*The Principal offers no guarantee of quantities of the products required.