



Special Meeting of Council

AGENDA

**Thursday 7 November 2019, 6:00pm
City of Stirling
25 Cedric Street, Stirling**

Constituent Members: Cities of Perth, Joondalup, Stirling, Vincent and Wanneroo
Towns of Cambridge and Victoria Park

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TAMALA PARK REGIONAL COUNCIL

Councillors of the Tamala Park Regional Council are respectfully advised that the special meeting of Council will be held in the Council Chambers at the City of Stirling, 25 Cedric Street, Stirling at 6:00pm on Thursday 7 November 2019.

The business papers pertaining to the meeting follow.

Your attendance is requested.

Yours faithfully



TONY ARIAS
Chief Executive Officer

MEMBERSHIP

OWNER COUNCIL	MEMBER	ALTERNATE MEMBER
Town of Cambridge	Cr Andres Timmermanis	Cr Gary Mack
City of Joondalup	Cr John Chester Cr Phillipa Taylor	Cr Cristopher May Cr Suzanne Thompson
City of Perth	Cmr Andrew Hammond	Cmr Gaye McMath
City of Stirling	Cr Karren Caddy Cr David Lagan Cr Suzanne Migdale Cr Bianca Sandri	Cr Karlo Perkov
Town of Victoria Park	Cr Claire Anderson	
City of Vincent	Mayor Emma Cole	Cr Joanne Fotakis
City of Wanneroo	Cr Brett Treby Cr Domenic Zappa	Cr Natalie Sangalli Cr Vinh Nguyen

FORMATION OF THE COUNCIL

The Tamala Park Regional Council was formed by 7 local governments in February 2006 and operates according to an Establishment Agreement.

The Council comprises 12 members made up from the 7 participant local governments listed below. Decision-making, assets and liabilities are in accordance with ownership shares of each of the Councils in a parcel of land described as Lot 9504 (formerly Lot 118 Mindarie). The current schedule of ownership shares and voting entitlements is as follows:

Council	Project Shareholding Joint Development Shares	Voting
Town of Cambridge	1/12	1 vote
City of Perth	1/12	1 vote
Town of Victoria Park	1/12	1 vote
City of Vincent	1/12	1 vote
City of Joondalup	2/12	2 votes
City of Wanneroo	2/12	2 votes
City of Stirling	4/12	4 votes

TAMALA PARK REGIONAL COUNCIL ESTABLISHMENT AGREEMENT

The Tamala Park Regional Council Establishment Agreement is attached at Appendix 1. A summary of provisions is as follows:

- Clause 1: Records ownership shares in Lot 9504 land and defines the portion of Lot 118 that is subject to the Tamala Park Regional Council regional purpose;
- Clause 4: Records the regional purpose as:
 - a) to undertake, in accordance with the objectives, the rezoning, subdivision, development, marketing and sale of the Land; and
 - b) to carry out and do all other acts and things which are reasonably necessary for the bringing into effect of the matters referred to in paragraph (a) of this clause.
- Clause 5: Sets out the objectives of the Council as the following:
 - a) to develop and improve the value of the Land;
 - b) to maximise, within prudent risk parameters, the financial return to the Participants;
 - c) to balance economic, social and environmental issues; and
 - d) to produce a quality development demonstrating the best urban design and development practice.
- Clause 6.1: Provides for the participants to appoint members to the Council;
- Clause 6.2: Effectively sets the normal term of office at two years expiring Friday before the normal local government election date;
- Clause 6.3: Provides for election of the Chair and Deputy Chair for (up to) 2 years by the Council;

- Clause 9: Deals with financial distributions to participants;
- Clause 10: Provides that the Tamala Park Regional Council may borrow funds;
- Clause 11: Deals with withdrawal conditions and essentially requires any withdrawal to be by common agreement;
- Clause 12: Provides that a participant may divest all or part of its ownership interest to other participants at market value;
- Clause 13: Deals with the winding up of the Council and the division of assets and liabilities; and
- Clause 14: Deals with dispute resolution and facilitates arbitration as a last resort.

DECLARATION BY ELECTED MEMBER OF COUNCIL

Prior to the TPRC Council meeting, Council members will need to make a Declaration in the form shown on the next page.

In view of the large number of members, it has been proposed that all elected members and deputies could undertake the swearing in ceremony in unison prior to the meeting.

LOCAL GOVERNMENT (RULES OF CONDUCT) REGULATIONS 2007

The declarations to be made by Council members are required to cite, and for Council members to agree to abide by, the *Local Government (Code of Conduct) Regulations (2007)*.

Individual declaration forms will be provided to Council members for signing at the meeting.



Form 7
Local Government Act 1995
Local Government (Constitution) Regulations 1998 [reg.13(1)(c)]

DECLARATION BY ELECTED MEMBER OF COUNCIL

Declaration by elected member

I
of

having been elected to the office of Councillor of the Tamala Park Regional Council declare that I take the office upon myself and will duly, faithfully, honestly, and with integrity, fulfil the duties of the office for the people in the district according to the best of my judgement and ability, and will observe the *Local Government (Rules of Conduct) Regulations 2007*.

Declared at *City of Stirling
25 Cedric Street
STIRLING WA 6021*

On *7 November 2019*

By
(Council member signature)

Before me

.....
John Anthony Arias

PRELIMINARIES

Procedure for Election of Chair and Deputy Chair

The *Local Government Amendment Act 2006* provides for the election of Chair and Deputy Chair by Regional Councils.

The voting system requires, in summary, the following:

- Nominations to be made for the position of Chair or Deputy Chair in writing either before the meeting or at the meeting. Where the person nominated is not the party making the nomination, the person nominated must signify acceptance of the nomination.
- Where there is more than one nomination, ballot papers are prepared by drawing lots to determine the order of names which appear on the ballot paper.
- Ballot papers must be marked in some unique way. The Council members must be advised that the returning officer has marked the ballot papers.
- Ballot papers are distributed and members mark their single choice of a candidate by a tick beside the candidate's name.

Voting First Time

1. A candidate who receives the greatest number of votes is the successful candidate.
2. Where after counting two or more candidates have an equality of votes so that a declaration of a successful candidate under paragraph 1 is not possible then the meeting is adjourned by the CEO for a period:
 - In the case of the election of the Chair for a period between 15 minutes and 7 days.
 - In the case of the election of the Deputy Chair – to a special meeting of the Council to be held within 7 days (and does not exclude a meeting following closely after the meeting at which the first vote was taken).

Voting Second Time

When the meeting reconvenes (Chair) or at the special meeting convened (Deputy Chair) the ballot for election from continuing candidates is taken and the candidate with a majority of votes is declared and elected.

In the event of an equality of votes between two or more members so that one member cannot be declared elected with a majority of votes then lots are drawn in accordance with regulations to determine a successful candidate.



Local Government Act 1995
Schedule 2.31

NOMINATION FORM

Chair

I, being a Councillor of the Tamala Park
Regional Council nominate Councillor
for the position of Chair of the Tamala Park Regional Council.

Signed:

Dated: 7th November 2019

Deputy Chair

I, being a Councillor of the Tamala Park
Regional Council nominate Councillor
for the position of Deputy Chair of the Tamala Park Regional Council.

Signed:

Dated: 7th November 2019

Acceptance of Nomination

I, the person nominated above advise
that I am willing to be nominated for the Office of Chair / Deputy Chair of the Tamala Park
Regional Council.

Signed:

Dated: 7th November 2019

TPRC Members' Primary Returns

TPRC Council members are required to lodge primary returns and annual returns disclosing certain assets, income, interest, gifts, contribution or debt disposition set out in relevant legislation (part 5 division 6 *Local Government Act*).

TPRC Council members who have lodged annual returns since 1 July 2019 are not required to lodge a new primary return (Crs Anderson, Caddy, Chester, Cole, Hammond, Sandri, Timmermanis and Treby).

All other Council members will need to lodge a primary return in the prescribed form, as distributed separately.

The primary return for new members is required to be completed within 3 months of the date of Council members' declaration of office, so the completion of returns should occur prior to 7 February 2020.

Returns should mirror most of the information contained in the primary or annual returns prepared by Council members for the local governments they represent except that with respect to real property, the return must include any property within the TPRC regional area or in a local government adjacent to any of the TPRC participant Councils. To assist members, the plan below shows the TPRC local governments and adjoining local governments.



*Note:
The Shires of Chittering
and Gingin adjoin
Wanneroo.*

A written acknowledgement will be provided following receipt of returns. Returns are documents that must be made available as public information (if requested).

Information Pack for Council Members

An information USB drive will be distributed to all new members at the meeting or by separate mail.

1. OFFICIAL OPENING

The Chief Executive Officer to declare the meeting open.

The Chief Executive Officer to advise any apologies received and any advices from participant Councils for attendance of substitute members.

2. ELECTION OF CHAIR

An elected member may nominate themselves or another elected member in writing prior to the meeting. Nominees must provide written or oral acceptance of the nomination.

A nomination form is attached at Appendix 2.

If more than one nomination is received the Chief Executive Officer is to conduct a secret ballot in accordance with the relevant provisions of the *Local Government Act*. Council members vote as if they are voting at an ordinary (Council vacancy) election.

Swearing in of the Elected Chair

Before acting as Chair, the Chair-elect is to make a Declaration of Office, similar to the Declaration form on page 6 of this agenda.

Following completion of the declaration procedure, the Chair is to assume the Chair and conduct the balance of the meeting.

3. ELECTION OF DEPUTY CHAIR

An elected member may nominate themselves or another elected member in writing prior to the meeting. Nominees must provide written or oral acceptance of the nomination.

A nomination form is attached at Appendix 2.

If more than one nomination is received the Chief Executive Officer is to conduct a secret ballot in accordance with the relevant provisions of the *Local Government Act*. Council members vote as if they are voting at an ordinary (Council vacancy) election.

Swearing in of Deputy Chair

The Deputy Chair is to make a Declaration of Office, similar to the Declaration form on page 6 of this agenda.

4. DISCLOSURE OF INTERESTS

5. PUBLIC STATEMENT/QUESTION TIME

6. APOLOGIES AND LEAVE OF ABSENCE

7. PETITIONS

8. CONFIRMATION OF MINUTES

Not applicable

9. BUSINESS ARISING FROM THE MINUTES

Not applicable

10. ANNOUNCEMENTS BY CHAIR (WITHOUT DISCUSSION)

11. MATTERS FOR WHICH MEETING MAY BE CLOSED

12. ELECTION OF COMMITTEES

12.1 AUDIT COMMITTEE

Each local government is required by Section 7.1A of the *Local Government Act* to appoint an Audit Committee. The Audit Committee must comprise at least 3 persons, 2 of whom are to be Council members. The Council has previously appointed 5 members to the Audit Committee.

Audit Committees have certain statutory functions and also perform functions set out in any audit charter adopted by the Council. There is a reference document in the compendium of papers that will be provided to Councillors on a USB.

The TPRC Audit Charter was adopted on 15 August 2019 and is a reference document in the compendium of papers provided to Councillors on a USB.

The TPRC Audit Charter requires the Audit Committee to meet a minimum of 3 times per year. The Audit Committee meetings are timed to coincide with the completion of certain statutory requirements.

Recommendation

That in accordance with the provisions of the *Local Government Act 1995*, the following Council members be APPOINTED BY ABSOLUTE MAJORITY to the Audit Committee:

Members:

- 1. ***Cr***
- 2. ***Cr***
- 3. ***Cr***
- 4. ***Cr***
- 5. ***Cr***

(The Chair is elected at the next Audit Committee Meeting)

12.2 MANAGEMENT COMMITTEE

At its meeting of 19 August 2010, the Council approved the establishment of a Management Committee, comprising a minimum of six members.

The Management Committee was established to progress and monitor the Project. In order for the Project to run in a timely and efficient manner the Management Committee has been delegated authority to manage and to make decisions. This recognises the need for expedient decision making to achieve program/milestones and the commercial sensitivities that will arise from such a business venture.

The TPRC Management Committee terms of reference/delegations are as follows:

1. *Recommending to Council the Project Annual Plan, Project Budget and Project Milestones.*
2. *The establishment and variation of key performance indicators which will be used to measure the performance of the Development Manager.*
3. *Monitoring the Approved Project Budget (including any proposed variations to the Approved Project Budget).*
4. *Stage-by-stage cost determination and review.*
5. *Monitoring the Project's strategy, plans or concepts.*
6. *Monitoring the marketing and sales program for the Project.*
7. *Approval of sales schedules (including pricing) prior to the release of a stage of the Project.*
8. *Contracts to be entered into by any party with a value less than \$3,000,000.*
9. *Monitoring the Approved Project Program (including any proposed variations to the Approved Project Program).*
10. *The appointment of Project consultants and contractors with a value less than \$3,000,000.*
11. *The location of Stages of subdivision including the number of lots and Display Village(s) (size, mix and locality).*
12. *Approval to the lodgement of Subdivision Applications with the Western Australian Planning Commission.*
13. *Approval to marketing strategy and program.*
14. *Monitoring the implementation of TPRC objectives.*
 - 14.1 *Generally monitor the performance of the Development Manager.*
 - 14.2 *Generally progress the Project.*
15. *To provide regular confidential updates on progress to the Council.*
16. *Approval of the methods for the sale of project stages, from the sales procedures approved by the Council.*

Note: A meeting of the Management Committee is scheduled for Thursday 21 November 2019 at the City of Stirling, commencing at 6:00pm.

Management Committee meetings are held bi-monthly, between Council meetings.

Recommendation

That in accordance with the provisions of the *Local Government Act 1995*, the following Council members be APPOINTED BY ABSOLUTE MAJORITY to the Management Committee:

Members:

1. Cr
2. Cr
3. Cr
4. Cr
5. Cr
6. Cr

(The Chair is elected at the next Management Committee Meeting)

12.3 CEO PERFORMANCE REVIEW COMMITTEE

The CEO Performance Review Committee comprises five members for the purpose of:

- a. Reviewing the Chief Executive Officer’s performance in reference to the CEO employment contract;
- b. Reporting on each review to the Council to satisfy the provisions of the Act and Regulations;
- c. Developing key result areas for the forthcoming 12 month period; and
- d. Reviewing any other relevant matters in the Chief Executive Officer’s contract or in the process for annual review.

The CEO Performance Review Committee usually meets 3 – 4 times per year.

Recommendation

That in accordance with the provisions of the *Local Government Act 1995*, the following Council members be APPOINTED BY ABSOLUTE MAJORITY to the CEO Performance Review Committee:

Members:

- 1. Cr
- 2. Cr
- 3. Cr
- 4. Cr
- 5. Cr

(The Chair is elected at the next CEO Performance Review Committee Meeting)

13. REPORTS OF COMMITTEES

Not applicable

14. ADMINISTRATION REPORTS AS PRESENTED

Not applicable

15. ELECTED MEMBERS MOTIONS OF WHICH NOTICE HAS BEEN GIVEN

16. QUESTIONS BY ELECTED MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN

17. URGENT BUSINESS APPROVED BY THE CHAIR

18. MATTERS BEHIND CLOSED DOORS

19. GENERAL BUSINESS

20. FORMAL CLOSURE OF MEETING

Appendix 1

Establishment Agreement

Tamala Park Regional Council

Town of Cambridge (**Town of Cambridge**)

City of Joondalup (**City of Joondalup**)

City of Perth (**City of Perth**)

City of Stirling (**City of Stirling**)

Town of Victoria Park (**Town of Victoria Park**)

Town of Vincent (**Town of Vincent**)

City of Wanneroo (**City of Wanneroo**)

MinterEllison

L A W Y E R S

Establishment Agreement

Tamala Park Regional Council

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Details

Date

Parties

Name **Town of Cambridge**
Short form name **Town of Cambridge**
Notice details 1 Bold Park Drive, Floreat, Western Australia 6014
 Facsimile (08) 9347 6060
 Attention: Graham Partridge

Name **City of Joondalup**
Short form name **City of Joondalup**
Notice details Boas Avenue, Joondalup, Western Australia 6019
 Facsimile (08) 9300 1383
 Attention: Garry Hunt

Name **City of Perth**
Short form name **City of Perth**
Notice details Council House, 27 St Georges Terrace, Perth, Western Australia 6000
 Facsimile (08) 9461 3083
 Attention: Frank Edwards

Name **City of Stirling**
Short form name **City of Stirling**
Notice details 25 Cedric Street, Stirling, Western Australia 6021
 Facsimile (08) 9345 8822
 Attention: Lindsay Delahaunty

Name **Town of Victoria Park**
Short form name **Town of Victoria Park**
Notice details 99 Shepperton Road, Victoria Park, Western Australia 6100
 Facsimile (08) 9311 8181
 Attention: John Bonker

Name **Town of Vincent**
Short form name **Town of Vincent**
Notice details 244 Vincent Street, Leederville, Western Australia 6007
 Facsimile (08) 9273 6099
 Attention: John Giorgi JP

Name **City of Wanneroo**
Short form name **City of Wanneroo**
Notice details 23 Dundebur Road, Wanneroo, Western Australia 6065
Facsimile (08) 9405 5499
Attention: Charles Johnson

Background

- A The Participants are the owners of the Land, in the shares set out in Schedule 1.
- B The Participants wish to ensure that the Land is rezoned, subdivided, developed and sold and, for that purpose, have agreed to the establishment of the TPRC and the transfer of the Land to the TPRC.
- C Each of the Participants has resolved, on the dates referred to in Schedule 2, to enter into this Establishment Agreement and to submit it to the Minister for approval under section 3.61 of the Act.

Agreed terms

1. Defined terms

In this Establishment Agreement:

Act means the *Local Government Act 1995* and includes the regulations made under that Act.

Budget Deficiency has the same meaning as the expression 'budget deficiency' is given in Part 6 of the Act.

Note: The expression "budget deficiency" is defined by section 6.1 of the Act to mean:

'in relation to a financial year, the amount referred to in section 6.2(2)(c).'

Section 6.2(2)(c) refers to:

'the amount required to make up the deficiency, if any, shown by comparing the estimated expenditure with the estimated revenue and income'.

CEO means the chief executive officer of TPRC.

Land means so much of:

- (a) the land, being part of Lot 118 Mindarie, that is comprised within Areas 3, 7 and 10 on the plan in Schedule 4;
- (b) any other land, being part of Lot 118 Mindarie, comprising or within Areas 5 and 16 on the plan in Schedule 4:
 - (i) that is rezoned 'Urban' under the *Metropolitan Region Scheme*; and
 - (ii) in respect of which any lease to the Mindarie Regional Council has been surrendered;
- (c) any other land between Lot 118 and the Mitchell Freeway Reserve that is transferred to the Participants or the TPRC as a result of negotiations with the State under the Bush Forever Policy;
- (d) any other land, adjacent to the land described in paragraphs (a)-(c) above, that may be acquired by the TPRC for the purpose of undertaking its obligations in relation to the land described in paragraphs (a)-(c) above; and
- (e) any other land, in the near vicinity of the land described in paragraphs (a)-(c) above, that may be acquired by the TPRC in exchange for any other land owned by the TPRC for the purpose of undertaking its obligations in relation to the land described in paragraphs (a)-(c) above,

as is owned, from time to time, by the Participants (jointly) or by the TPRC.

Lot 118 Mindarie means Lot 118 on Deposited Plan 28300 being the whole of the land in Certificates of Title:

- (a) 2213/691 (the 1/12th share of City of Perth);
- (b) 2213/692 (the 1/12th share of Town of Cambridge);
- (c) 2213/693 (the 1/12th share of Town of Victoria Park);

- (d) 2213/694 (the 1/12th share of Town of Vincent);
- (e) 2213/695 (the 4/12th shares of City of Stirling);
- (f) 2213/696 (the 2/12th shares of City of Joondalup); and
- (g) 2213/697 (the 2/12th shares of City of Wanneroo).

Minister means the Minister of the Crown to whom the administration of the Act is for the time being committed by the Governor and includes a Minister of the Crown for the time being acting for or on behalf of the Minister.

Operative Date means the date on which the Minister declares, by notice in the Gazette under section 3.61(4) of the Act, that the TPRC is established.

Participants means the parties to this Establishment Agreement and **Participant** means any one of them.

Region means the districts of the Participants.

Regional Purpose means the purpose referred to in clause 4.

Surplus, for a financial year, means the amount, if any:

- (a) by which the revenue and income of the TPRC exceeds its expenditure; and
- (b) which is shown as a surplus in the annual financial report, for that year, prepared by the TPRC in accordance with the Act.

TPRC means the Tamala Park Regional Council.

TPRC Council means the council of the TPRC.

Withheld Sum means the sum reasonably necessary to be withheld from a Surplus distribution under clause 9.1 having regard to:

- (a) the TPRC's objectives, including its objective to maximise, within prudent risk parameters, the financial return to the Participants; and
- (b) the TPRC's need to maintain a positive cash flow balance for operational costs and approved development works.

2. Name

The name of the regional local government is the Tamala Park Regional Council.

Notes:

1. Section 3.62(1) of the Act provides that a regional local government is a body corporate with perpetual succession and a common seal.
2. A regional local government has the same general function of a local government, including its legislative and executive functions. See sections 3.61(1) and 3.66 of the Act.
3. Except as stated in section 3.66, the Act applies to a regional local government as if:
 - (a) the Participants' districts together made up a single district; and
 - (b) the regional local government were the local government established for that district.
4. Section 3.66(2) provides that a regional local government can only do things for the regional purpose (see clause 4 below).

3. Region

The TPRC is established for the Region.

4. Regional purpose

The regional purpose for which the TPRC is established is:

- (a) to undertake, in accordance with the objectives, the rezoning, subdivision, development, marketing and sale of the Land; and
- (b) to carry out and do all other acts and things which are reasonably necessary for the bringing into effect of the matters referred to in paragraph (a) of this clause.

Note:

In certain circumstances, a proposal to undertake a Regional Purpose may require the preparation of a business plan under the Act – see section 3.59 of the Act.

5. Objectives

- (a) The objectives of the TPRC are:
 - (i) to develop and improve the value of the Land;
 - (ii) to maximise, within prudent risk parameters, the financial return to the Participants;
 - (iii) to balance economic, social and environmental issues; and
 - (iv) to produce a quality development demonstrating the best urban design and development practice.
- (b) A failure or alleged failure of the TPRC to meet any of the objectives set out in this clause:
 - (i) is not to affect the obligations of a Participant to comply with this Establishment Agreement; and
 - (ii) is not to give rise to any claim or entitlement to damages on the part of a Participant.

Note:

Administrative law remedies may be available to a Participant in relation to the TPRC's observance of the objectives set out in this clause.

6. The Council

6.1 Appointment of members

- (a) Each Participant is to appoint a member or members of the council of the Participant to be a member or members of the TPRC Council:
 - (i) from the Operative Date – in the numbers set out in Schedule 3; and
 - (ii) from any change to the Participants – in the numbers agreed under clause 11.5(c).

- (b) A Participant may appoint a member or members of the council of the Participant as an alternate member or members for the member or members appointed by that Participant under paragraph of this clause.
- (c) An alternate member may act temporarily in place of the member, for whom he or she was appointed an alternate member, during any period in which the latter is unable, by reason of illness, temporary absence from the State, conflict of interest or for any other cause, to perform the functions of the office.

Note: section 3.62(b) of the Act provides that a regional local government is to have, as its governing body, a council established under the establishment agreement and consisting of members of the councils of the Participants.

6.2 Tenure of members of the TPRC Council

A member of the TPRC Council is to hold office until:

- (a) the Friday before the ordinary local government elections, currently held every 2 years in May, or at such other time as may be prescribed for the ordinary local government elections by the Act (**local government elections**), after the Operative Date;
 - (b) the member's office, as a member of the council of the Participant, becomes vacant; or
 - (c) the member's appointment is terminated by the Participant,
- whichever occurs first.

Note: sections 2.32 and 2.33 of the Act set out circumstances in which the office of a member of a council becomes vacant and section 4.4 of the Act deals with ordinary elections for local governments.

6.3 Election of chairman and deputy chairman

- (a) The members of the TPRC Council are to elect a chairman and a deputy chairman:
 - (i) at the first meeting of the TPRC Council following the Operative Date;
 - (ii) at the first meeting of the TPRC Council following the first Saturday:
 - (A) after the local government elections following the Operative Date; and
 - (B) after the local government elections every 2 years after the Operative Date.
- (b) If the office of chairman or deputy chairman becomes vacant then the members of the TPRC Council are to elect a new chairman or deputy chairman, as the case requires.
- (c) The election referred to in subclause (b) is to take place:
 - (i) in the case of the office of chairman – in accordance with the provisions of Division 1 of Schedule 2.3 of the Act applying to the election of mayors and presidents; and
 - (ii) in the case of the office of deputy chairman – in accordance with the provisions of Division 2 of Schedule 2.3 of the Act applying to the election of deputy mayors and deputy presidents.

6.4 Tenure of chairman and deputy chairman

A chairman or deputy chairman is to hold that office from the date of election under clause 6.3 until:

- (a) he or she ceases to be a member of the TPRC Council, otherwise than under clause 6.2(a);
- (b) the election of a new chairman or deputy chairman, as the case may be; or
- (c) the expiry of the period of 2 years from the date of the last local government elections,

whichever occurs first.

6.5 Role of chairman

The chairman:

- (a) presides at meetings of the TPRC Council;
- (b) carries out civic and ceremonial duties on behalf of the TPRC;
- (c) speaks on behalf of the TPRC;
- (d) performs such other functions as are given to the chairman by the Act, any other written law or this Agreement; and
- (e) liaises with the CEO on the TPRC's affairs and the performance of its functions.

Notes:

1. The role of the TPRC Council is set out in section 2.7 of the Act and is identical to the role of the council of a local government.
2. The functions of the CEO are set out in section 5.41 of the Act.
3. The chairman may agree to the CEO speaking on behalf of the TPRC - see section 5.41(f) of the Act.

6.6 Role of deputy chairman

- (a) The deputy chairman performs the functions of the chairman when authorised to do so under this clause.
- (b) If:
 - (i) the office of chairman is vacant; or
 - (ii) the chairman is not available or is unable or unwilling to perform the functions of chairman,

then the deputy chairman may perform the functions of chairman.

6.7 Role of members of TPRC Council

A member of the TPRC Council:

- (a) represents the interests of the ratepayers and residents of the Region;
- (b) facilitates communication between the community of the Region and the TPRC Council;
- (c) participates in the TPRC's decision-making processes at meetings of the TPRC Council and its committees; and
- (d) performs such other functions as are given to the member by the Act or any other written law.

7. The Land

7.1 Transfer

When requested by the TPRC Council, the Participants are to transfer to the TPRC that part of the Land that is owned by the Participants.

7.2 Documentation

The Participants are to execute whatever documentation relating to the Land – such as the transfer of, or other dealings with, the Land – as the TPRC requires to enable it to undertake its Regional Purpose.

7.3 Rates equivalent payment

From the date of the transfer of the Land to the TPRC, and for so long as the Land, or part of the Land, is owned by the TPRC and is not rateable land under Part 6 of the *Local Government Act 1995*, the TPRC is to pay to the City of Wanneroo a rates equivalent payment in respect of the Land, or that part of the Land, calculated:

- (a) on the gross rental value – in respect of the Land or that part of the Land, that has been subdivided for the purposes of the sale of lots to the public, from the date that the approved plan or diagram of survey is marked by the Department of Land Information as being in order for dealing;
- (b) on the unimproved value – in respect of the balance of the Land; and
- (c) in respect of (a) and (b), by applying the minimum rate or the general rate in the dollar for unimproved values or gross rental values, as the case requires, but so as not to include any administrative fees or penalties or any specified area rate or differential general rate which is intended to apply only to the Land and to no other land.

8. Financial contributions

8.1 Bush Forever compensation payments

Each Participant is to ensure that the amount of the State's payment or payments of compensation to that Participant under the Bush Forever Policy in respect of the Land:

- (a) is paid to the TPRC directly by the State; or
- (b) is paid by the Participant to the TPRC within 14 days of:
 - (i) the payment being received from the State by the Participant; or
 - (ii) the Operative Date,
 whichever occurs later.

8.2 Annual contributions

If a Budget Deficiency is shown in the annual budget of the TPRC, and if the Land has not been transferred to the TPRC:

- (a) the TPRC Council may request the Participants to make a contribution; and
- (b) the Participants are to make the contribution, as requested by the TPRC Council, in the proportions set out in Schedule 1.

8.3 Other contributions

If the Land has not been transferred to the TPRC:

- (a) the TPRC Council may request the Participants to make a contribution for the regional purpose (other than an annual contribution referred to in clause 8.2), including a contribution towards acquisition of any asset of capital nature; and
- (b) the Participants are to make the contribution, as requested by the TPRC Council, in the proportion set out in Schedule 1.

8.4 Manner of payment

The contributions referred to in clauses 8.2 and 8.3 are to be paid by each Participant to the TPRC in the manner and at the times requested by the TPRC Council.

8.5 Late payment

Unless otherwise agreed, if a Participant fails to pay to the TPRC a sum of money owing under this clause on or before the due date for payment, that Participant is to pay to the TPRC, in addition to the sum of money due and payable, interest at the overdraft rate charged by the TPRC's bank on amounts of the same size as the unpaid sum, calculated from and including the due date of payment to but excluding the actual date of payment.

8.6 Annual financial statements

The TPRC is to give to each Participant a copy of the TPRC's annual financial statements, including details of all assets and liabilities, at the same time as these are submitted each year to the TPRC's auditors.

9. Financial distributions

9.1 Surplus

Where there is a Surplus, the TPRC:

- (a) is to distribute to the Participants the amount by which the surplus exceeds the Withheld Sum;
- (b) may distribute to the Participants all or part of the Withheld Sum; and
- (c) is to pay the distribution to the Participants in the proportions set out in Schedule 1.

9.2 Other distributions

On the basis of:

- (a) a quarterly financial report, prepared in accordance with the Act, in respect of a financial year; and
- (b) current budgeted projections for that financial year,

the TPRC Council may determine that an amount not exceeding the TPRC's excess funds should be distributed to the Participants.

9.3 Manner of distribution

The payment of any amount under clause 9.1 or 9.2 is to be in the manner and at the time determined by the TPRC Council, having regard to the prudent management of its cashflow and financial requirements.

10. Borrowings

10.1 Act to apply

Part 6, Division 5, Subdivision 3 of the Act is to apply.

Note:

- 1. Section 3.66(4) of the Act provides that Part 6, Division 5, Subdivision 3 does not apply in relation to a regional local government unless the Establishment Agreement provides that it does.

2. Part 6, Division 5. Subdivision 3 of the Act deals with borrowings and includes the power to borrow and restrictions on borrowings.

10.2 Security

If the Land has not been transferred to the TPRC, the TPRC may give security over any of the financial contributions of the Participants to the TPRC's funds as agreed from time to time by the Participants.

11. Withdrawal of a Participant

11.1 Withdrawal conditions

A Participant may withdraw from the TPRC only:

- (a) after divesting itself of its interest (if any) in the Land under clause 12; and
- (b) in accordance with an agreement in writing between the Participants under this clause.

11.2 Notice

A Participant who wishes to withdraw from the TPRC is to give to each of the other Participants and to the TPRC, in accordance with clause 11.3, notice in writing of its wish to do so.

11.3 Permitted notice periods

A notice under clause 11.2, or under clause 12.3, must be given within 28 days of any of the following events:

- (a) the date on which the State Government provides written acknowledgment of the amount that it has agreed, with the Participants or the TPRC, to pay under its 'Bush Forever' policy;
- (b) the date of final adoption by the Western Australian Planning Commission of a structure plan for the development of the Land;
- (c) the date of adoption by the TPRC of a detailed implementation plan for the Land; and
- (d) the date of completion of the audit of each annual financial report for the TPRC for the preceding financial year, or 30 September, whichever occurs first.

11.4 Negotiations in good faith

The Participants are to negotiate:

- (a) in good faith with a view to reaching agreement; and
- (b) as soon as practicable following receipt of a notice under clause 11.2.

11.5 Requirements of agreement

An agreement under this clause:

- (a) is to specify the date on which the withdrawal is to take effect;
- (b) is to specify either:
 - (i) the amount to be paid to or by the withdrawing Participant; or
 - (ii) the methodology for determining the amount to be paid to or by the withdrawing Participant; and
- (c) is not to take effect unless the other Participants have agreed in writing to vary this Establishment Agreement so as to provide for:

- (i) the determination of the contributions to be made by those Participants to the funds of the TPRC;
- (ii) the alteration of either or both of:
 - (A) the number of members of the TPRC Council; and
 - (B) the number of members of the TPRC Council to be appointed by one or more of those Participants; and
- (iii) following the divestment under clause 12:
 - (A) the proportions in which the remaining Participants hold the Land; and
 - (B) the payments to be made under clause 12.

11.6 Matters relevant to negotiations

When negotiating under this clause, the Participants are to have regard to:

- (a) the following principles:
 - (i) if the TPRC has an excess of assets over liabilities as shown in the financial statements of the TPRC, then:
 - (A) firstly, to the extent that the withdrawing Participant's proportionate entitlement to the excess is sufficient to do so, the withdrawing Participant is to be given credit for its capital contributions as shown in the accounting records of the TPRC; and
 - (B) secondly, the withdrawing Participant is to be given credit for any balance remaining of that proportionate entitlement to the excess; or
 - (ii) if the TPRC has an excess of liabilities over assets as shown in the financial statements of the TPRC, then the withdrawing Participant is to meet its proportionate liability of the excess; and
- (b) any factor or circumstances considered relevant by the Participants including any financial consequences for the TPRC and the Participants other than the withdrawing Participant, associated with any contractual obligations of the TPRC, by reason of the proposed withdrawal.

11.7 Failure to reach agreement

Any failure by the Participants to reach agreement under this clause is not to be treated as a dispute for the purpose of clause 14.

12. Divestment of ownership interests

12.1 Definitions

In this clause:

- (a) 'Divesting Participant' means a Participant who has an ownership interest in the Land and wishes to divest itself of that interest; and
- (b) 'Remaining Participant' means each other Participant.

12.2 Divestment only under this clause

A Participant is not to divest itself of its ownership interest in the Land otherwise than in accordance with this clause.

12.3 Notice

A Divesting Participant is to give to each Remaining Participant and to the TPRC, in accordance with clause 11.3, notice in writing of its proposed divestment.

12.4 Offer to Remaining Participants

A notice given under clause 12.3 is taken to be an offer, by the Divesting Participant to the Remaining Participants, to sell its interest in the Land as identified in the notice:

- (a) to the Remaining Participants in the proportion that each of the Remaining Participants' shares bears to the whole of the Remaining Participants' shares; and
- (b) in accordance with the most recent valuation that is required to be carried out under clause 12.7.

12.5 Acceptance among Remaining Participants

If a Remaining Participant does not accept the offer under clause 12.4 within 30 days of the notice being given to it, the interest in the Land that could have been accepted by that Remaining Participant:

- (a) is taken to have been made to the other Remaining Participants;
- (b) may be accepted by the other Remaining Participants; and
- (c) is to be accepted by such of the other Remaining Participants who wish to accept the offer, in the proportion that each of the other Remaining Participants' shares bears to the whole of the other Remaining Participants' shares.

12.6 Payment

The acceptance of an offer made by a Divesting Participant is to be subject to terms that:

- (a) interest is to be payable on any part of the accepted price not paid to the Divesting Participant within 60 days after the date on which the offer is taken to have been made;
- (b) if payment of the full amount due to the Divesting Participant has not been made by a Remaining Participant within 90 days after the date on which the offer is taken to have been made, then the Divesting Participant may, at its option, give notice to that Remaining Participant that the sale to that Remaining Participant is terminated; and
- (c) if the sale is terminated under paragraph (b), the relevant interest in the Land:
 - (i) is taken to have been offered to the other Remaining Participants;
 - (ii) may be accepted by the other Remaining Participants; and
 - (iii) is to be accepted by such of the other Remaining Participants who wish to accept the offer, in the proportion that each of the other Remaining Participants' shares bears to the whole of the other Remaining Participants' shares.

12.7 Valuation

- (a) A Participant who wishes to consider withdrawing from the TPRC may ask the TPRC to arrange, at its cost, for the Land to be valued by a licensed valuer within 14 days of any of the dates specified in clause 11.3.
- (b) The TPRC is to comply with a request made under paragraph (a).

12.8 Requirements of the Act

Each Participant is to comply with the requirements of the Act that affect the sale and purchase of an interest in the Land, such as the current requirements relating to a major land transaction.

13. Winding up

13.1 Winding up by agreement

The Participants may, by agreement, wind up the TPRC.

13.2 Division of assets

- (a) If the TPRC is to be wound up and there remains, after satisfaction of all its debts and liabilities, any property and assets of the TPRC then the property and assets are to be realised and:
 - (i) the proceeds, along with any surplus funds, are to be used to repay to the Participants their respective capital contributions as shown in the accounting records of the TPRC; and
 - (ii) the balance, if any, is to be divided among the Participants in the proportions set out in Schedule 1.
- (b) For the avoidance of doubt, for the purposes of subclause (a), any capital contributions of the Participants do not accrue interest.

13.3 Division of liabilities

If the TPRC is to be wound up and there remains any liability or debt in excess of the realised property and assets of the TPRC, then the liability or debt is to be met by each of the Participants in the proportions set out in Schedule 1.

14. Dispute resolution

14.1 No proceedings

A Participant must not start arbitration proceedings in respect of a dispute arising out of this Agreement (**Dispute**) unless it has complied with this clause.

14.2 Notification of dispute

A Participant claiming that a Dispute has arisen must notify the TPRC and the other Participants giving details of the Dispute.

14.3 Reasonable efforts to resolve Dispute

- (a) During the 14 day period after notification is given under clause 14.2 (or longer period agreed in writing by the Participants) (**Negotiation Period**), the TPRC and the Participants must use their reasonable efforts to resolve the Dispute.
- (b) Although the TPRC and the Participants are responsible for the resolution of the Dispute, within the first 7 days of the Negotiation Period, if the Dispute continues, the chief executive officers of the Participants and the CEO of the TPRC must meet, and use their reasonable endeavours to resolve the Dispute.

14.4 Dispute resolution process

If the Dispute is not resolved within the Negotiation Period, the Participants shall meet and endeavour to agree on:

- (a) a process for resolving the Dispute other than by litigation or arbitration (such as by further negotiations, mediation, conciliation or expert determination);
- (b) the procedure and timetable for any exchange of documents and other information relating to the Dispute;

- (c) the procedural rules and timetable for the conduct of the selected mode of proceeding;
- (d) a procedure for the selection and compensation of any independent persons engaged by the Participants to assist in resolution of the Dispute; and
- (e) whether or not the Participants should seek the assistance of a dispute resolution organisation.

14.5 Arbitration

If the Participants are unable to agree on a process for resolving the Dispute in accordance with clause 14.4 within 21 days after the Negotiation Period then:

- (a) any Participant may notify the others in writing (**Arbitration Notice**) that it requires the dispute to be referred to arbitration; and
- (b) the dispute (unless meanwhile settled), on receipt of the Arbitration Notice by the recipients, is taken to be referred to arbitration under and in accordance with the provisions of the *Commercial Arbitration Act 1985*.

14.6 Legal representation

For the purposes of the *Commercial Arbitration Act 1985*, the Participants consent to each other and to the TPRC being legally represented at any such arbitration.

15. Interpretation

15.1 Interpretation

In this Establishment Agreement, unless the context requires otherwise:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to persons include corporations and bodies politic;
- (d) references to a person include the legal personal representatives, successors and assigns of that person;
- (e) a reference to a statute, planning scheme, or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (f) references to this or any other document include the document as varied or replaced, and notwithstanding any change in the identity of the parties;
- (g) references to writing include any mode of representing or reproducing words in tangible and permanently visible form;
- (h) an obligation of two or more parties is to bind them jointly and severally;
- (i) if a word or phrase is defined other parts of speech and grammatical forms of that word or phrase have corresponding definitions;
- (j) references to a person or body which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person or body in its place, are to be taken to refer to the person or body established or constituted in its place or by which its functions have become exercisable;

- (k) an obligation incurred in favour of two or more parties is to be enforceable by them jointly and severally;
- (l) reference to any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (m) reference to a month and cognate terms means a period commencing on any day of a calendar month and ending on the corresponding day in the next succeeding calendar month but if a corresponding day does not occur in the next succeeding calendar month the period shall end on the last day of the next succeeding calendar month;
- (n) includes means includes without limitation;
- (o) references to this Establishment Agreement include its schedules.

15.2 Headings and footnotes

Headings and footnotes are to be ignored in construing this Establishment Agreement.

15.3 Time

- (a) References to time are to local time in Perth, Western Australia; and
- (b) unless otherwise specified, where time is to be reckoned from a day or event, that day or the day of that event is to be excluded.

Note:

Amendment of Establishment Agreement

1. The Participants may amend this Establishment Agreement by agreement made with the Minister's approval - see section 3.65(1) of the Act.

Admission of Other Local Governments

2. This Establishment Agreement can be amended to include another local government as a party to the amending agreement - see section 3.65(2) of the Act.

Schedule 1 – Ownership shares

Participant	Share/proportion
Town of Cambridge	$\frac{1}{12}$
City of Joondalup	$\frac{1}{6}$
City of Perth	$\frac{1}{12}$
City of Stirling	$\frac{1}{3}$
Town of Victoria Park	$\frac{1}{12}$
Town of Vincent	$\frac{1}{12}$
City of Wanneroo	$\frac{1}{6}$

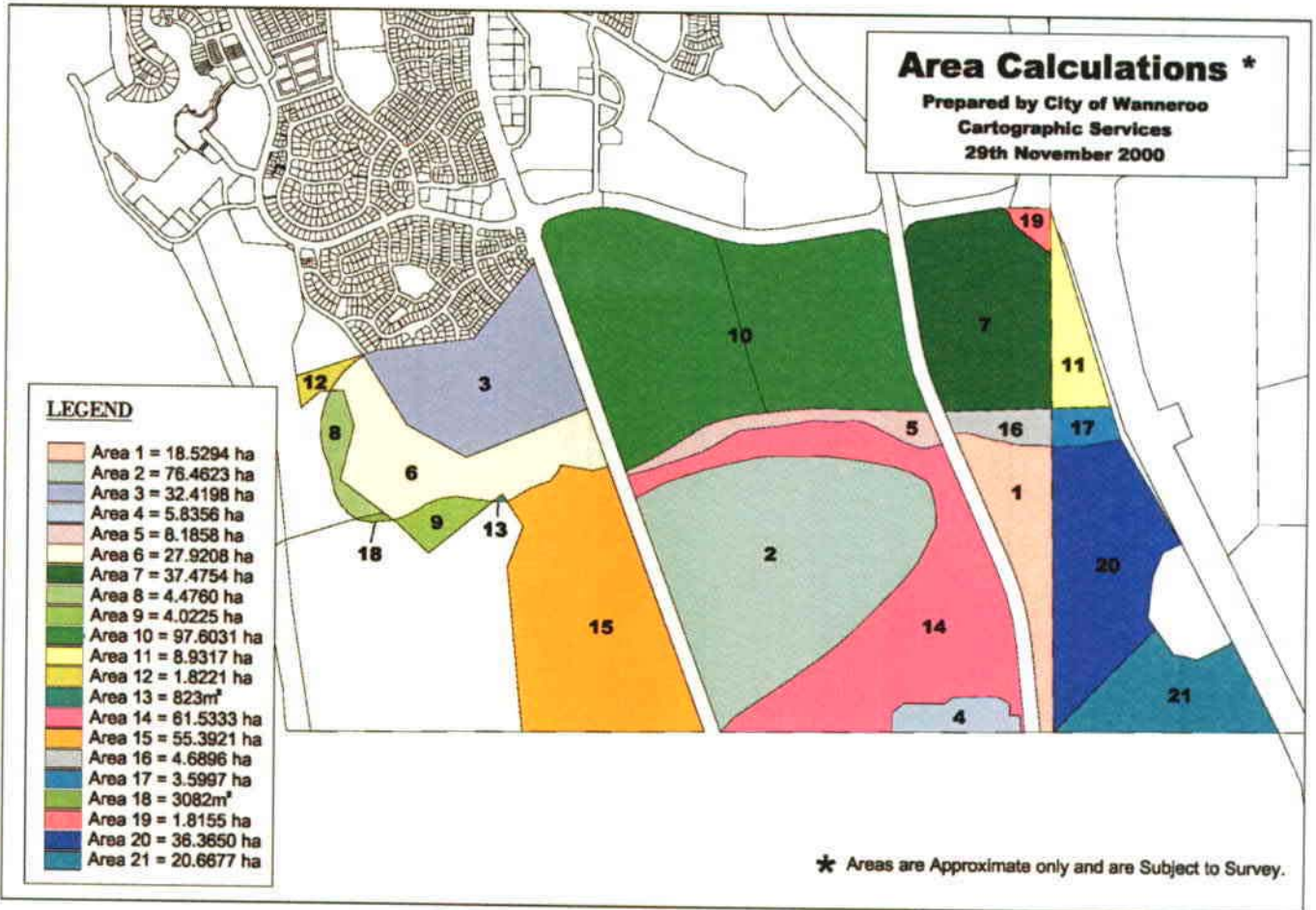
Schedule 2 – Resolution dates

Participant	Date of resolution to enter into this Establishment Agreement
Town of Cambridge	20 December 2005
City of Joondalup	13 December 2005
City of Perth	13 December 2005
City of Stirling	13 December 2005
Town of Victoria Park	13 December 2005
Town of Vincent	6 December 2005
City of Wanneroo	13 December 2005

Schedule 3 – Number of members

Participant	Number of members
Town of Cambridge	1
City of Joondalup	2
City of Perth	1
City of Stirling	4
Town of Victoria Park	1
Town of Vincent	1
City of Wanneroo	2
Total	12

Schedule 4 – Map of the Land



Signing page

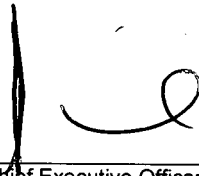
EXECUTED as an agreement

The common seal of Town of Cambridge is affixed in the presence of


Signature of Mayor

Marlene Anderton
Mayor, Town of Cambridge


Name of Mayor (print)


Signature of Chief Executive Officer

GRAHAM D. PARTRIDGE
CHIEF EXECUTIVE OFFICER
TOWN OF CAMBRIDGE

Name of Chief Executive Officer (print)

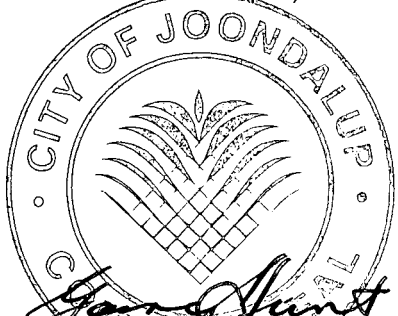
The common seal of City of Joondalup is affixed in the presence of


Signature of Chairman of Commissioners

John PATERSON
Name of Chairman of Commissioners (print)


Signature of Chief Executive Officer

CARY HUNT
Name of Chief Executive Officer (print)



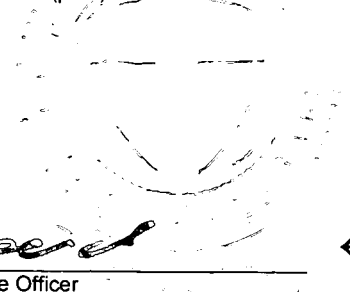
The common seal of City of Perth is affixed in the presence of


Signature of Lord Mayor

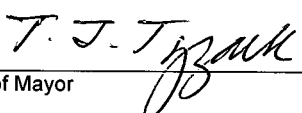
PETER NATTHAUS
Name of Lord Mayor (print)


Signature of Chief Executive Officer

FRANK EDWARDS
Name of Chief Executive Officer (print)



The common seal of City of Stirling is affixed in the presence of


Signature of Mayor

TERENCE JOHN TYZACK
Name of Mayor (print)


Signature of Chief Executive Officer

LINDSAY DELAHUNTY
Name of Chief Executive Officer (print)



The common seal of Town of Victoria Park is affixed in the presence of



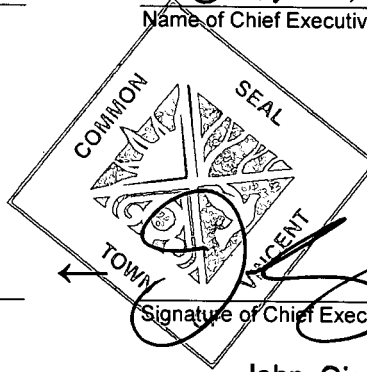
John Lee
Signature of Mayor

[Signature]
Signature of Chief Executive Officer

JOHN A. M. LEE
Name of Mayor (print)

JOHN M. BONKER
Name of Chief Executive Officer (print)

The common seal of Town of Vincent is affixed in the presence of



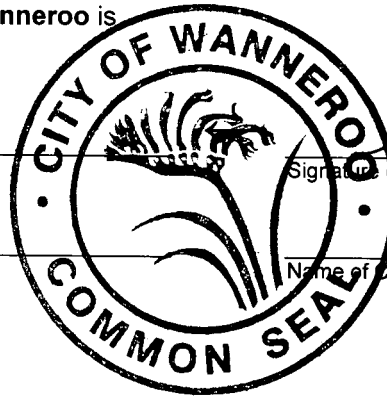
[Signature]
Signature of Mayor

[Signature]
Signature of Chief Executive Officer

Nick Catania, JP
MAYOR
Name of Mayor (print)

John Giorgi, JP
Name of Chief Executive Officer (print)

The common seal of City of Wanneroo is affixed in the presence of



[Signature]
Signature of Mayor

[Signature]
Signature of Chief Executive Officer

Jon Kelly, JP
Mayor
Name of Mayor (print)

Charles Johnson
Name of Chief Executive Officer (print)

Approved

John Bowler

John Bowler JP MLA
Minister for Local Government and Regional Development

..... 24 1: 2006

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Establishment Agreement Amendment Agreement

Tamala Park Regional Council

Town of Cambridge (**Town of Cambridge**)
City of Joondalup (**City of Joondalup**)
City of Perth (**City of Perth**)
City of Stirling (**City of Stirling**)
Town of Victoria Park (**Town of Victoria Park**)
City of Vincent (**City of Vincent**)
City of Wanneroo (**City of Wanneroo**)



McLEODS

Barristers & Solicitors

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Email: mcleods@mcleods.com.au

Ref: TAM-29441

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Establishment Agreement
Amendment Agreement
Farns Park Regional Council
Town of Cambridge (Town of Cambridge)
City of London (City of London)
City of Peterborough (City of Peterborough)
City of Stevenage (City of Stevenage)
Town of Welwyn Hatfield (Town of Welwyn Hatfield)
City of Welwyn Hatfield (City of Welwyn Hatfield)
City of Welwyn Hatfield (City of Welwyn Hatfield)

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Details

Parties

Town of Cambridge

of 1 Bold Park Drive, Floreat, Western Australia, 6014
(Town of Cambridge)

City of Joondalup

of 90 Boas Avenue, Joondalup, Western Australia, 6019
(City of Joondalup)

City of Perth

of Council House, 27 St Georges Terrace, Perth, Western Australia, 6000
(City of Perth)

City of Stirling

of 25 Cedric Street, Stirling, Western Australia, 6021
(City of Stirling)

Town of Victoria Park

of 99 Shepperton Road, Victoria Park, Western Australia, 6100
(Town of Victoria Park)

City of Vincent

of 244 Vincent Street, Leederville, Western Australia, 6007
(City of Vincent)

City of Wanneroo

of 23 Dundobar Road, Wanneroo, Western Australia, 6065
(City of Wanneroo)

Background

- A The Participants are the parties to the Principal Establishment Agreement.
- B Each of the Participants has resolved, on the dates referred to in Schedule 1, to amend the Principal Establishment Agreement on the terms set out in this Amendment Agreement, and to submit it to the Minister for approval under section 3.65 of the Act.

Agreed terms

1. Defined terms

In this Amendment Agreement:

Amendment Agreement means Establishment Agreement Amendment Agreement; and

Principal Establishment Agreement means the Establishment Agreement, executed by each of the Participants, that was approved by the Minister on 24 January 2006.

2. Interpretation

The terms used in this Amendment Agreement:

- (a) have the same meaning as those that are given in the Principal Establishment Agreement; and
- (b) are to be interpreted as if those terms were included in the Principal Establishment Agreement.

3. Amendment

The Principal Establishment Agreement is amended in clause 7.1 by:

- (a) adding '(a)' before 'When requested by the TPRC Council,'; and
- (b) adding after clause 7.1(a):
 - (b) To avoid doubt:
 - (i) the TPRC Council is not required to make a request under clause 7.1(a); and
 - (ii) if no request is made by the TPRC Council under clause 7.1(a) in relation to any part of the Land that is owned by the Participants, the TPRC may arrange for that part of the Land to be transferred directly from the Participants to a third party'.

Schedule 1 – Resolution dates

Participant	Date of resolution to enter into this Amendment Agreement
Town of Cambridge	24 July 2012
City of Joondalup	24 July 2012
City of Perth	7 August 2012
City of Stirling	7 August 2012
Town of Victoria Park	14 February 2012
City of Vincent	24 July 2012
City of Wanneroo	21 August 2012

Signing page

EXECUTED

2012

THE COMMON SEAL of the Town of Cambridge is affixed in the presence of -



Signature **SIMON WITHERS**

Mayor
Town of Cambridge

Name of Mayor (print)

Signature of Chief Executive Officer **JASON BUCKLEY**

Chief Executive Officer
Town of Cambridge

Name of Chief Executive Officer (print)

THE COMMON SEAL of the City of Joondalup was affixed by the authority of a resolution of Council in the presence of:

MAYOR

CHIEF EXECUTIVE OFFICER

(Print Full Name)

(Print Full Name)

THE COMMON SEAL of the City of Perth is affixed in the presence of -

Signature of Lord Mayor

Name of Lord Mayor (print)

Signature of Chief Executive Officer

Name of Chief Executive Officer (print)

THE COMMON SEAL of the City of Stirling is affixed in the presence of -

Signature of Mayor

Name of Mayor (print)

Signature of Chief Executive Officer

Name of Chief Executive Officer (print)

THE COMMON SEAL of the Town of Victoria Park is affixed in the presence of -



T. Vaughan

Signature of Mayor

Athanasios Kyron

Signature of Chief Executive Officer

Trevor Stephen Vaughan

Athanasios Kyron

Name of Mayor (print)

Name of Chief Executive Officer (print)

THE COMMON SEAL of the City of Vincent is affixed in the presence of -



Alannah MacTiernan

Signature of Mayor

John Giorgi, JP

Signature of Chief Executive Officer

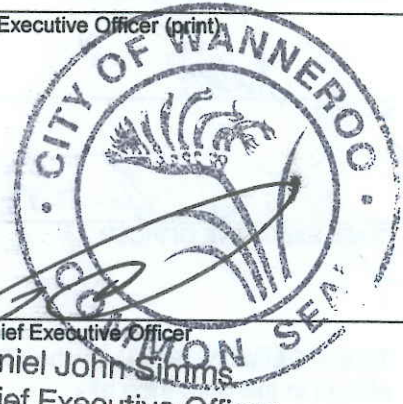
**Hon. Alannah MacTiernan
MAYOR**

John Giorgi, JP

Name of Mayor (print)

Name of Chief Executive Officer (print)

THE COMMON SEAL of the City of Wanneroo is affixed in the presence of -



Tracy Gardner Roberts

Signature of Mayor

Daniel John Simms

Signature of Chief Executive Officer

**Tracy Gardner Roberts
Mayor
City of Wanneroo**

**Daniel John Simms
Chief Executive Officer
City of Wanneroo**

Name of Mayor (print)

Name of Chief Executive Officer (print)

Approved

Hon. Giovanni (John) Mario Castrilli MLA

Minister for Local Government; Heritage; Citizenship and Multicultural Interests

.....2012

Appendix 2

Local Government Act 1995
Schedule 2.31

NOMINATION FORM

Chair

I, being a Councillor of the Tamala Park
Regional Council nominate Councillor
for the position of Chair of the Tamala Park Regional Council.

Signed:

Dated: *7th November 2019*

Deputy Chair

I, being a Councillor of the Tamala Park
Regional Council nominate Councillor
for the position of Deputy Chair of the Tamala Park Regional Council.

Signed:

Dated: *7th November 2019*

Acceptance of Nomination

I, the person nominated above advise
that I am willing to be nominated for the Office of Chair / Deputy Chair of the Tamala Park
Regional Council.

Signed:

Dated: *7th November 2019*