

TAMALA PARK
REGIONAL COUNCIL

Meeting of Council

AGENDA

Thursday 24 April 2008
Town of Cambridge, 5.30pm

TAMALA PARK
REGIONAL COUNCIL
(TPRC)
COMPRISES THE
FOLLOWING
COUNCILS:

Town of Cambridge
City of Joondalup
City of Perth
City of Stirling
Town of Victoria Park
Town of Vincent
City of Wanneroo

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TAMALA PARK REGIONAL COUNCIL

Councillors of the Tamala Park Regional Council are respectfully advised that the ordinary meeting of Council will be held in the Council Chambers of the Town of Cambridge, 1 Bold Park Drive, Floreat at 5.30pm on Thursday 24 April 2008.

The business papers pertaining to the meeting follow.

Your attendance is requested.

Yours faithfully



R A CONSTANTINE
Chief Executive Officer

MEMBERSHIP

OWNER COUNCIL	MEMBER	ALTERNATE MEMBER
Town of Cambridge	Mayor Simon Withers	
City of Joondalup	Cr Albert Jacob Mayor Troy Pickard	
City of Perth	Cr Eleni Evangel	
City of Stirling	Cr Paul Collins Cr John Italiano Cr David Michael Cr Bill Stewart	Cr Kathryn Thomas Cr Terry Tyzack
Town of Victoria Park	Mayor Trevor Vaughan	
Town of Vincent	Mayor Nick Catania	Cr Steed Farrell
City of Wanneroo	Cr Tracey Roberts Cr Bob Smithson	Cr Alan Blencowe Cr Frank Cvitan

NB: Although some Councils have nominated alternate members, it is a precursor to any alternate member acting that a Council carries a specific resolution for each occasion that the alternate member is to act, referencing Section 51 of the Interpretation Act. The current Local Government Act does not provide for the appointment of deputy or alternate members of Regional Councils. The DLGRD is preparing an amendment to rectify this situation.

PRELIMINARIES

PRAYER

1. OFFICIAL OPENING

DISCLOSURE OF INTERESTS

2. PUBLIC STATEMENT/QUESTION TIME

3. APOLOGIES AND LEAVE OF ABSENCE

4. PETITIONS

5. CONFIRMATION OF MINUTES

- Council Meeting Minutes – 21 February 2008
- Special Council Meeting Minutes – 13 March 2008

6. ANNOUNCEMENTS BY CHAIRMAN (WITHOUT DISCUSSION)

7. MATTERS FOR WHICH MEETING MAY BE CLOSED

8. REPORTS OF COMMITTEES

- CEO Performance Review Committee Meeting Minutes – 24 April 2008
- CEO Performance Review Committee Meeting Minutes – 13 March 2008

**CEO Performance Review Committee Item 2
Appointment of Chairman of Committee**

In accordance with the Local Government Act 1995, the TPRC CEO Mr R A Constantine, assumed the chair in order to conduct the election of Chairman.

The Chief Executive Officer called for nominations for the position of Chairman.

Cr Tracey Roberts nominated Cr Troy Pickard. Cr Pickard advised acceptance of the nomination.

After calling for further nominations, the CEO declared nominations closed and declared Cr Troy Pickard elected unopposed as Chairman of the TPRC CEO Performance Review Committee.

Cr Pickard was invited to assume the chair to conduct the remainder of the meeting.

**CEO Performance Review Committee Item 9.1
Appointment & Purpose of Committee - Background**

Moved Cr J Italiano, Seconded Cr T Roberts

The Committee recommends to Council:

That the report be RECEIVED.

The Motion was put and declared CARRIED (5/0)

Report Information

Location: Not Applicable
Applicant: Not Applicable
Reporting Officer: Chief Executive Officer
File Reference: 22.118.740.0

Recommendation

That the report be RECEIVED.

Voting Requirements

Simple Majority

Report Purpose

To provide details of relevant legislation, and purpose, for the CEO Performance Review Committee.

Relevant Documents

Attachment: Nil
Available for viewing at the meeting: Nil

Policy Reference

N/A

Local Government Act/Regulation

- Local Government Act 1995 S5.36 - A LG is to employ a person to be CEO.
- Local Government Act 1995 S5.39 - Employment of person as CEO is to be governed by a written contract.
- Local Government Act 1995 S5.38 - Requires performance to be reviewed at least once in relation to every year of contract.
- Local Government (Administration) Regulations 1996 R18D - LG is to consider each review on the performance of the CEO.

Background

A review of the CEO performance is due. The first year of performance under contract expired in October 2007.

The Council has approved the appointment of a Committee and a consultant to progress the review.

Local Government (Administration) Regulation 18D requires that a local government is to consider each review on the performance of the CEO and is to accept the review, with or without modification, or to reject the review.

Comment

The guiding legislation and local government guidelines set out a number of matters to be included in the contract of employment of the CEO and senior officers and, therefore, the requirements of the Council as expressed in performance contracts forms the basis of performance reviews.

The purpose of the Committee may therefore be described as:

- a. To review the Chief Executive Officer's performance in reference to the CEO employment contract;
- b. To report on each review to the Council to satisfy the provisions of the Act and Regulations;
- c. To develop key result areas for the forthcoming 12 month period; and

To review any other relevant matters in the Chief Executive Officer's contract or in the process for annual review.

CEO Performance Review Committee Item 9.2 Process for Chief Executive Officer Performance Review

Cr B Smithson arrived at the meeting at 5.50pm during debate and before voting on this item.

Moved Cr J Italiano, Seconded Cr T Roberts

The Committee recommends to Council:

- 1) **That the report be RECEIVED.**
- 2) **Arising from Committee deliberations in consultation with WALGA Workplace Solutions (consultant) that:**
 - a) **Consultation packs be PREPARED by Workplace Solutions and DISTRIBUTED to all councillors; and**
 - b) **Feedback form as amended be ADOPTED.**

The Motion was put and declared CARRIED (6/0).

Report Information

Location: Not Applicable
Applicant: Not Applicable
Reporting Officer: Chief Executive Officer
File Reference: 22.118.740.0

Recommendation

- 1) That the report be RECEIVED.

- 2) Arising from Committee deliberations in consultation with WALGA Workplace Solutions (consultant) that:

.....

.....

Voting Requirements

Simple Majority

Report Purpose

To advise arrangements and facilitate discussion on the process for the CEO performance review.

Relevant Documents

Attachment: Nil

Available for viewing at the meeting: Documentation will be distributed/supplied in conjunction with WALGA Workplace Solutions

Policy Reference

N/A

Local Government Act/Regulation

See item 9.1

Background

The Council Chairman has requested a consultant from WALGA Workplace Solutions to attend the Committee meeting to advise optional procedures for consideration by the Committee.

Comment

It is expected that the Council in conjunction with the consultant will agree a process and timetable for completion of the review.

9. ADMINISTRATION REPORTS AS PRESENTED (ITEMS 9.1 – 9.10)

9.1 BUSINESS REPORT – PERIOD ENDING 31 MARCH 2008

Report Information

Location: Not Applicable
Applicant: Not Applicable
Reporting Officer: Chief Executive Officer File Reference: N/A

Recommendation

That the Business Report to 31 March 2008 be RECEIVED.

Voting Requirements

Simple Majority

Report Purpose

To advise Council of matters of interest not requiring formal resolutions.

Relevant Documents

Attachments: Nil
Available for viewing at the meeting: Nil

Background

The business of the Council requires adherence to many legislative provisions, policies and procedures that aim at best practice. There are also many activities that do not need to be reported formally to the Council but will be of general interest to Council members and will also be of interest to the public who may, from time to time, refer to Council minutes.

In context of the above, a Business Report provides the opportunity to advise on activities that have taken place between meetings. The report will sometimes anticipate questions that may arise out of good governance concerns by Council members.

Comment

1. Tender invitation for structure planning has been prepared and issued. The documentation has included all recent reports and relevant strategy and guideline documents that impact previous activity toward structure planning and the requirements of the regulatory authorities involved in assessing and approving the local structure plan.
2. There has been continuing effort to negotiate with State agencies for acquisition of Government land adjacent to TPD land to which TPRC has a priority right in negotiations by virtue of a Negotiated Planning Solution agreement made with the State Government in 2006. Unfortunately the various approaches to the Chairman and others in the WAPC have not yet been successful.

3. The City of Wanneroo and other agencies have been advised of the Council's concern that the reserve land surrounding the TPD is colloquially called 'the Kings Park of the North'. Discussions with agencies is continuing to find an acceptable alternative that will have the practical effect of obviating the attachment of the northern reserve land with the name 'Kings Park of the North'.
4. The TPD current financial model has been presented to officers of participant Councils to gain feedback to TPRC and any possible improvement and enhancement of the models. Councils will also now have the opportunity of interactively changing model parameters to explore their expectations of the financial outcome of the TPD project.
5. As part of continuing work to feed into the detail of structure planning research is progressing on options for managing water, generating power and utilising communication and data infrastructure to provide and reduce costs for services for the future TPD community.
6. Progress with the statutory requirements and project task list contained in the TPRC Future Plan is progressing as shown in project schedules.

9.2 STATEMENTS OF FINANCIAL ACTIVITY FOR THE MONTHS FEBRUARY 2008 AND MARCH 2008

Report Information

Location: Not Applicable
Applicant: Not Applicable
Reporting Officer: Chief Executive Officer File Reference: 12.66.401.0

Recommendation

That the Council RECEIVE and NOTE the Statement(s) of Financial Activity for the months ending 29 February 2008 and 31 March 2008.

Voting Requirements

Simple Majority

Report Purpose

Submission of the Statement(s) of Financial Activity required under the Local Government Act.

Relevant Documents

Appendix: Monthly Statement of Financial Activity for the month ending 29 February 2008 and 31 March 2008.

Available for viewing at the meeting: Nil

Local Government Act/Regulation

- Local Government Act 1995: Sect 6.4(1): Financial Report Required
- Local Government (Financial Management) Regulations 1996: Regulation 34 Composition of Report
- Local Government (Financial Management) Regulations 1996: Regulation 34 (5) Material Variance Reports [10%]
- Local Government (Audit) Regulations 1996: Regulation 14 Compliance Audit Item

Background

It is a mandatory requirement that the Council receives, reviews and records in the Regional Council's public minutes a statement of financial activity showing annual budget estimates and the figures for budget estimates, income and expenditure and variances at the end of each month. The report is also to show the composition of assets and other relevant information.

Comment

The detailed Statements contained in the Appendices reflect the budget proposals and direction adopted by the Council. The information is summarised in the tables below.

Financial Snapshot as at 29 February 2008

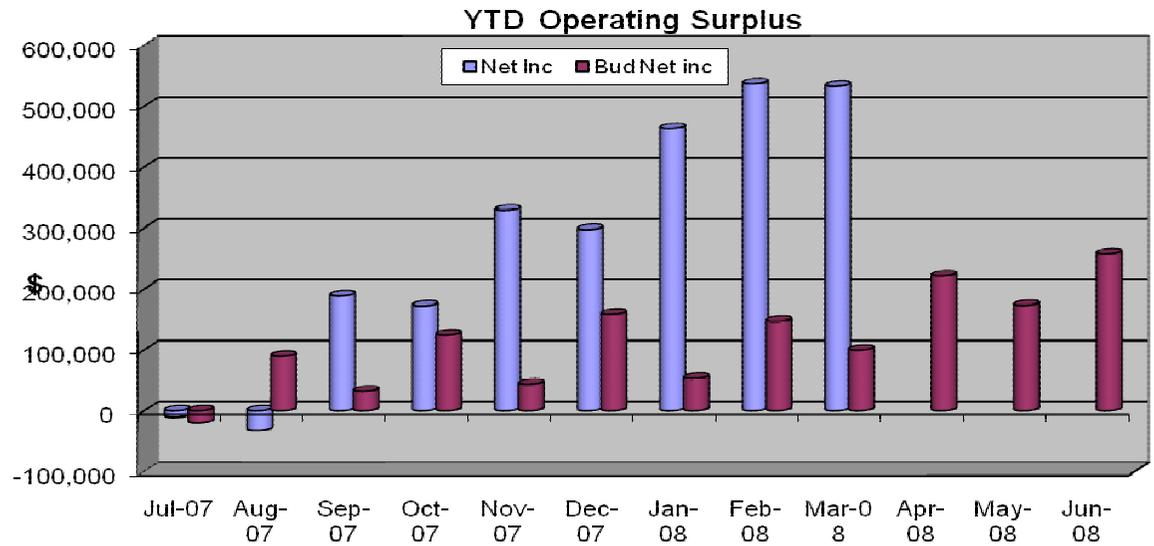
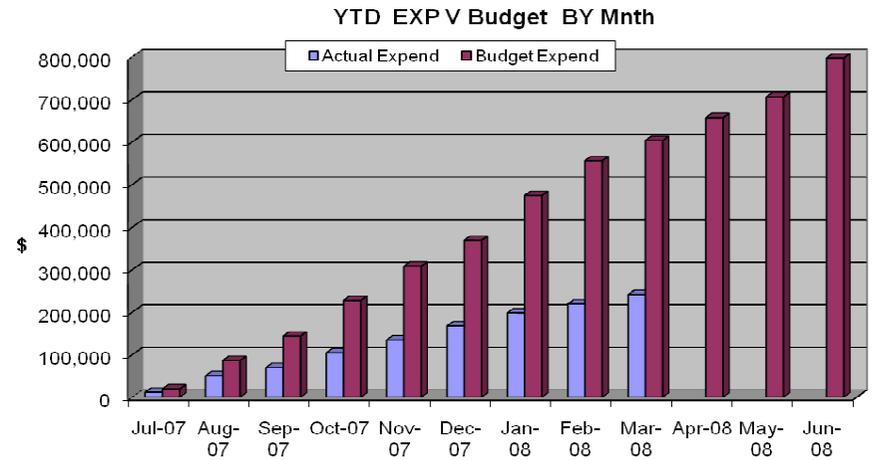
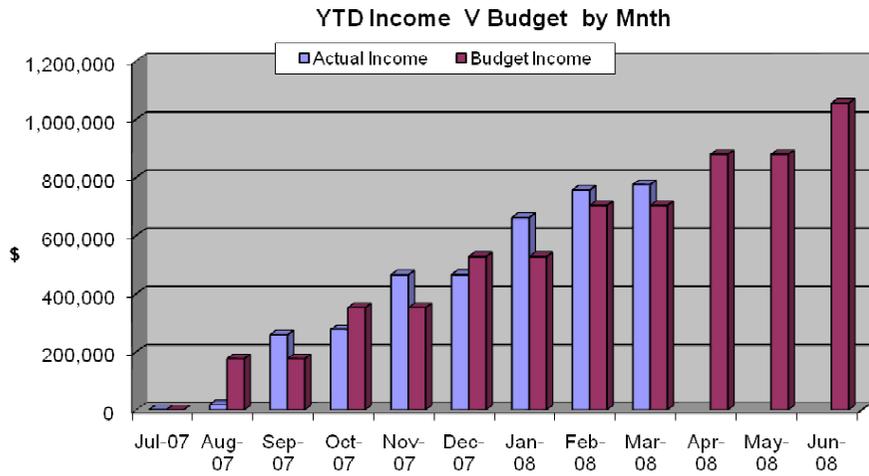
Income Statement	Jul '2007 - Feb 2008	YTD Budget	Annual Budget
Expenses			
Depreciation	0.00	-1,333.36	-2,000.00
Employee Costs	-144,728.52	-141,397.00	-215,350.00
Insurance	-1,820.00	-2,700.00	-3,700.00
Materials & Contracts MTC	0.00	-800.00	-5,800.00
Materials & Contracts Other	-5,649.32	-83,490.00	-101,750.00
Other	-31,059.78	-84,000.00	-111,500.00
Professional/Consultant Fees	-35,880.00	-242,350.00	-357,000.00
Total Expenses	-219,137.62	-556,070.36	-797,100.00
Revenue			
Interest Earnings	750,712.45	702,688.00	1,055,090.00
Other Revenue	5,644.12		
Total Revenue	756,356.57	702,688.00	1,055,090.00
TOTAL	537,218.95	146,617.64	257,990.00

BALANCE SHEET Summary	Feb 29, 2008	Jun 30, 2007	\$ Change
Cash at bank	17,070,264.50	16,676,987.66	393,276.84
Accounts Receivable	5,489.06	2,969.34	2,519.72
Other Current Assets	1,030.00	0.00	1,030.00
Total Current Assets	17,076,783.56	16,679,957.00	396,826.56
Fixed Assets	17,846.50	3,107.27	14,739.23
Total Assets	17,094,630.06	16,683,064.27	411,565.79
Less Current Liabilities	3,839.03	129,492.19	-125,653.16
Net Assets	17,090,791.03	16,553,572.08	537,218.95

Financial Snapshot as at 31 March 2008

Income Statement	Jul '2007 - Mar 2008	YTD Budget	Annual Budget
Expenses			
Depreciation	0.00	-1,500.02	-2,000.00
Employee Costs	-160,769.36	-158,298.00	-215,350.00
Insurance	-2,740.55	-2,700.00	-3,700.00
Materials & Contracts MTC	0.00	-800.00	-5,800.00
Materials & Contracts Other	-10,097.65	-87,715.00	-101,750.00
Other	-31,840.29	-84,000.00	-111,500.00
Professional/Consultant Fees	-35,880.00	-268,100.00	-357,000.00
Total Expenses	-241,327.85	-603,113.02	-797,100.00
Revenue			
Interest Earnings	768,691.27	702,688.00	1,055,090.00
Other Revenue	5,644.12		
Total Revenue	774,335.39	702,688.00	1,055,090.00
TOTAL	533,007.54	99,574.98	257,990.00
BALANCE SHEET Summary			
	Mar 31, 2008	Jun 30, 2007	\$ Change
Cash at bank	17,064,067.37	16,676,987.66	387,079.71
Accounts Receivable	5,489.06	2,969.34	2,519.72
Other Current Assets	1,030.00	0.00	1,030.00
Total Current Assets	17,070,586.43	16,679,957.00	390,629.43
Fixed Assets	20,972.50	3,107.27	17,865.23
Total Assets	17,091,558.93	16,683,064.27	408,494.66
Less Current Liabilities	4,979.31	16,553,572.08	-124,512.88
Net Assets	17,086,579.62	16,553,572.08	533,007.54

Agenda TPRC Meeting of Council – 24 April 2008



9.3 LIST OF MONTHLY ACCOUNTS SUBMITTED FOR THE MONTHS FEBRUARY 2008 AND MARCH 2008

Report Information

Location: Not Applicable
Applicant: Not Applicable
Reporting Officer: Chief Executive Officer File Reference: 12.66.401.0

Recommendation

That the Council RECEIVE and NOTE the list of accounts paid under Delegated Authority to the CEO for each of the months February 2008 and March 2008:

- **Month ending 29 February 2008 (Total \$100,680.14); and**
- **Month ending 31 March 2008 (Total \$42,875.95)**
- **Total Paid \$143,556.09**

Voting Requirements

Simple Majority

Report Purpose

Submission of the list of payments made under the CEO's Delegated Authority for the months ending 29 February 2008 and 31 March 2008.

Relevant Documents

Appendix: Cheque Detail for Months Ending 29 February 2008 and 31 March 2008
Available for viewing at the meeting: Nil

Local Government Act/Regulation

- Local Government Act 1995: Sect 5.42 - Delegation given for Payments
- Local Government (Financial Management) Regulations 1996: Regulation 13(1) - Monthly Payment list required
- Local Government (Audit) Regulations 1996: Regulation 13 - Compliance Audit Item

Background

A list of accounts paid under delegation or submitted for authorisation for payment is to be submitted to the Council at each meeting.

It is a specific requirement of Regulations that list state the month (not the period) for which the account payments or authorisation relates.

Comment

9:22 AM
10/04/08

**Tamala Park Regional Council
Monthly Cheque List Summary
February 2008**

Date	Name	Memo	
04/02/2008	Westpac Bank	Bank Charges February 2008	- 22.00
07/02/2008	Withers, Simon	Nov/Dec/Jan 2008 Cr Composite Payment	- 850.00
07/02/2008	Jacob, Albert	Nov/Dec/Jan 2008 Cr Composite Payment	- 850.00
07/02/2008	Pickard, Troy	Nov/Dec/Jan 2008 Cr Composite Payment	- 2,250.00
07/02/2008	Collins, Paul	Nov/Dec/Jan 2008 Cr Composite Payment	- 850.00
07/02/2008	Italiano, John	Nov/Dec/Jan 2008 Cr Composite Payment	- 850.00
07/02/2008	Vaughan, Trevor	Nov/Dec/Jan 2008 Cr Composite Payment	- 850.00
07/02/2008	Roberts, Tracey	Nov/Dec/Jan 2008 Cr Composite Payment	- 850.00
07/02/2008	Evangel, Eleni	Nov/Dec/Jan 2008 Cr Composite Payment	- 850.00
07/02/2008	Stewart, Bill	Nov/Dec/Jan 2008 Cr Composite Payment	- 850.00
07/02/2008	Catania, Nick	Nov/Dec/Jan 2008 Cr Composite Payment	- 850.00
07/02/2008	Smithson, Bob	Nov/Dec/Jan 2008 Cr Composite Payment	- 850.00
07/02/2008	Michael, David	Nov/Dec/Jan 2008 Cr Composite Payment	- 850.00
07/02/2008	Roberts, Tracey	Nov/Dec/Jan 2008 Cr Composite Payment	- 187.50
07/02/2008	Pickard, Troy	Nov/Dec/Jan 2008 Cr Composite Payment	- 250.00
12/02/2008	City of Stirling	Hire of Mtg Room 1	- 55.50
14/02/2008	Kylie Brock		- 1,085.36
14/02/2008	WALGSP	082841	- 6,733.06
14/02/2008	Amcom	Connection & Provider Costs Dec 07-Mar 08	- 364.15
14/02/2008	City of Stirling	Office rental/electricity 29/10/07-29/2/08	- 2,807.20
14/02/2008	Dell	Purchase of Dell Inspiron 530 Desktop	- 2,699.40
14/02/2008	Haines Norton	TAM801	- 440.00
14/02/2008	Kyocera Mita	Photocopying Charges for Dec 07-Jan 08	- 66.21
14/02/2008	R A Constantine	Reimbursement for coffee machine	- 34.99
26/02/2008		Transfer from Cheque A/C to Maxi A/C	- 60,000.00
26/02/2008	Australian Taxation Office	Payment for Dec Bas	- 3,805.00
28/02/2008	Kylie Brock		- 1,085.36
28/02/2008	Petty Cash		- 30.00
28/02/2008	WALGSP	082841	- 6,733.06
28/02/2008	Amcom	Service Fee 01/03/08-01/04/08	- 79.00
28/02/2008	Koltasz Smith	Present to Council - 23 January 2008	- 2,475.00
28/02/2008	Telstra	Line Rental for 9245 1368 for Feb 2008	- 97.36
28/02/2008	R A Constantine	Reimbursement for reflex copying paper	- 29.99
			- 100,680.14

9:02 AM
10/04/08

**Tamala Park Regional Council
Monthly Cheque List Summary
March 2008**

Date	Name	Memo	Amount
13/03/2008	Kylie Brock		- 1,085.36
13/03/2008	WALGSP	082841	- 6,771.68
13/03/2008	LGIS Workcare	Insurance - Actual wages adjustment for period 1/7/06 to 30/6/07	- 88.00
13/03/2008	Telstra	Line Rental for 9245 1368 and usage for Dec 07, Jan 08 & Mar 08 Per	- 289.61
13/03/2008	City of Stirling	Office rental and electricity for period 1/3/08 to 28/3/08	- 401.60
25/03/2008	LGIS Insurance Broking		- 924.60
25/03/2008		Money Transfer chq to maxi	- 17,000.00
27/03/2008	Kylie Brock		- 1,085.36
27/03/2008	WALGSP	082841	- 6,733.06
27/03/2008	Amcom	E145093 - Internet Provider Costs - for period 1/4/08 to 1/5/08	- 79.00
27/03/2008	City of Stirling	Installation of communications equipment;Installation of ADSL service;	- 8,305.00
27/03/2008	Kyocera Mita	E145033 - Photocopying - colour and black/white copying costs for pei	- 88.35
31/03/2008	Westpac Bank	Monthly Account Service Fees	- 24.33
			<u>- 42,875.95</u>

Payments made are in accordance with authorisations by Council, budget procurement and other Policies.

Payments are subject of review by TPRC Accountants Haines Norton following completion of each months accounts.

There have been no unusual payment in the periods under review that warrant specific comment.

9.4 INDICATIVE PROJECT CASH FLOW – DEVELOPMENT LOT 9504 MINDARIE

Report Information

Location: Lot 9504 Mindarie
Applicant: Not Applicable
Reporting Officer: Chief Executive Officer File Reference: 12.121

NB: An overview of the workings of the model producing the cash flow for the TPD will be provided at the meeting subject to agreement of the Council.

Recommendation

- 1) That the draft project cash flow be **NOTED**.
- 2) That a review of the project cash flow be **UNDERTAKEN** periodically and reported during the planning phase for the project at 6 monthly intervals or more often, as changed circumstances may require.

Voting Requirements

Simple Majority

Report Purpose

To provide an indicative cash flow for the TPD to assist information requirements for strategic planning by participant local authorities.

Relevant Documents

Attachment: 11-Year Cash Flow & Graph
Available for viewing at the meeting: Nil

Policy Reference

N/A

Local Government Act/Regulation

N/A

Previous Minutes

Council meeting – 21 February 2008 (Item 9.10 – Indicative Project Cash Flow)

Background

Financial projections for the TPD project are presented from time to time. The most recent figures were compiled to support the 2007-2010 TPRC Future Plan.

There has been indication that an update of figures at this time will assist planning work being undertaken by participant authorities.

Comment

A summary of income and expenditure for the TPD is attached based upon the following:

- A 2.5 year planning cycle prior to commencement of subdivision;
- A sales and development period of 8.5 years;
- Staging of the project based on construction (lead) and sales (lag) considerations supporting a managed and positive cash flow;
- Interest on borrowed funds at 8%;
- NPV rate 7.5%;
- Income and expenditures based on quarterly projections;
- A total of 2,574 lots.

Qualifications to the projections are:

- Government land purchase of 11 hectares near the Clarkson Rail Station not included;
- Development contributions to infrastructure factored at 1% of sales revenue;
- Project management, sales and marketing fees factored and adjusted at current negotiable rates;
- Costs for water, power, sewerage and communication utilities included at 'standard' rates for standard services;
- Innovative provisioning for water, power, sewerage and communication assumed cost neutral.

The table and graph provided are a summary of more detailed figures. The table is periodically adjusted by linked supporting data based on subdivision design impacting the number of lots that might be produced, the areas of roads and reserves included in subdivision design and the consequential impact of these design matters on the provision of public utility infrastructure.

Sales and development expenditures are informed by results from other Greenfield subdivisions within the northern corridor and are somewhat conservative.

The graph of sales, costs and net cash flow demonstrates a positive cash flow in the third year providing the opportunity for ongoing distribution of surplus revenue to participant Councils. Estimated per annum surpluses are shown in the table.

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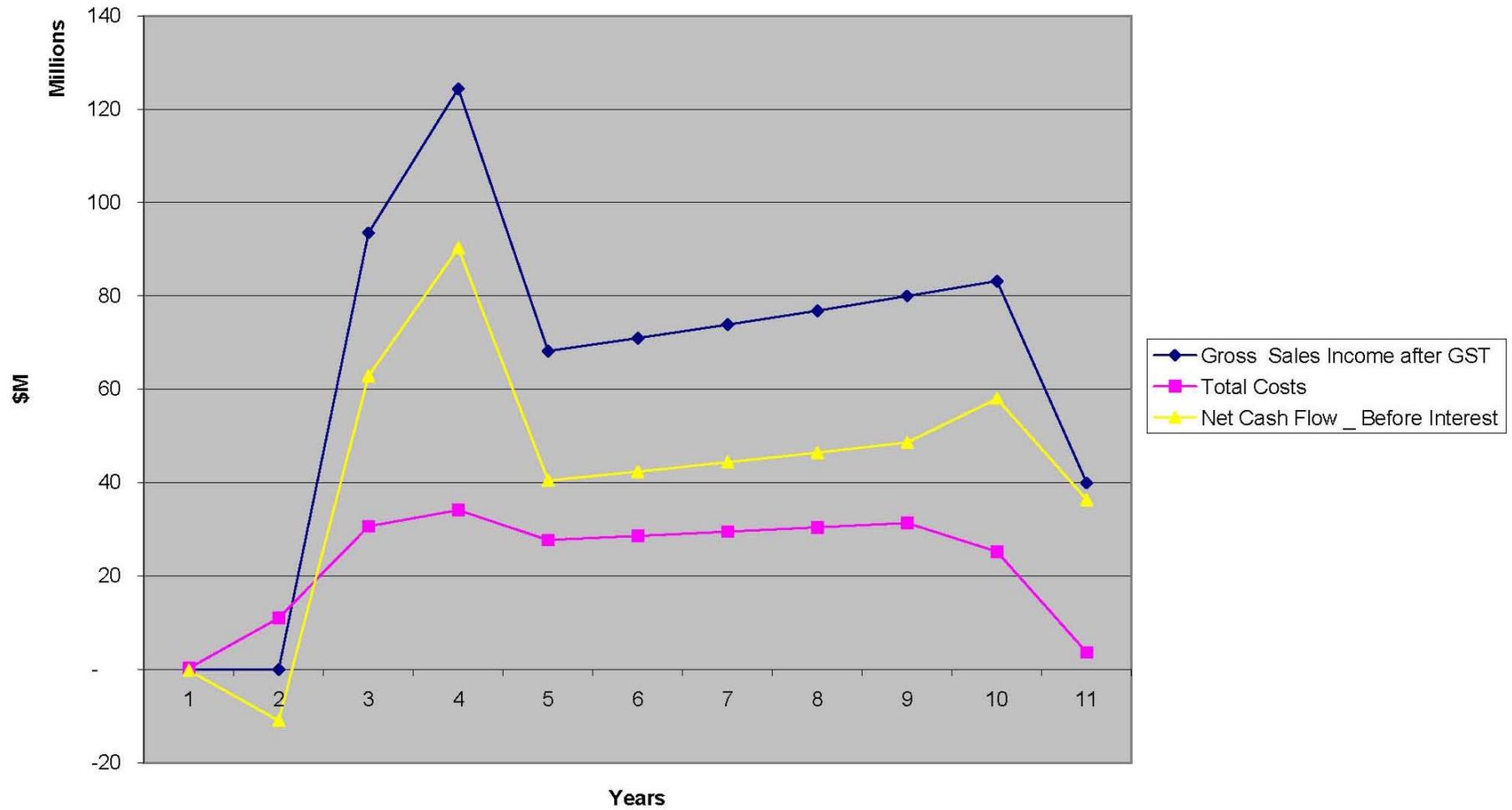
ATTACHMENT: 11-Year Cash Flow & Graph

Mindarie Lot 9504- Financial Analysis
January 2008

Tamala Total Estate				Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11
	Parameters	Totals	Totals											
Saleable Residential Lots	2,574			-	-	-	-	-	-	-	-	-	-	-
Income:				-	-	-	-	-	-	-	-	-	-	-
Gross Sales Income West Precinct		221,117,881	221,117,881	-	-	102,733,248	118,384,633	-	-	-	-	-	-	-
Gross Sales Income East Precinct		559,712,597	559,712,597	-	-	-	18,264,944	74,804,627	77,946,055	81,110,979	84,404,409	87,831,566	91,397,880	43,852,137
Gross Sales Income West and East		780,830,478	780,830,478	-	-	102,733,248	136,649,577	74,804,627	77,946,055	81,110,979	84,404,409	87,831,566	91,397,880	43,852,137
Less GST Liability		70,084,589	70,084,589	-	-	9,258,090	12,304,953	6,701,117	6,977,810	7,265,330	7,564,733	7,876,293	8,200,503	3,936,059
Gross Sales Income after GST		710,745,889	710,745,889	-	-	93,475,158	124,344,724	68,203,511	70,968,445	73,845,648	76,839,676	79,955,273	83,197,377	39,916,077
Expenditure				-	-	-	-	-	-	-	-	-	-	-
Development Costs West Precinct		34,654,244	34,654,244	-	10,739,190	21,965,890	1,949,184	-	-	-	-	-	-	-
Development Costs East Precinct		152,005,850	152,005,850	-	-	-	20,746,291	21,375,717	22,024,238	22,892,436	23,380,908	24,090,264	17,895,998	-
Total Development Cost West & East		186,660,094	186,660,094	-	10,739,190	21,965,890	22,695,455	21,375,717	22,024,238	22,892,436	23,380,908	24,090,264	17,895,998	-
Rates And Taxes		1,774,984	1,774,984	260,302	260,200	263,776	236,735	206,266	176,141	143,977	109,699	73,208	34,403	2,256
Selling & Marketing	2%	14,214,918	14,214,918	-	-	1,869,503	2,486,894	1,364,070	1,419,369	1,476,913	1,536,794	1,599,105	1,663,948	798,322
Proj Mgmt Fees(Const) on Gross Sales after GST	4%	28,429,836	28,429,836	-	-	3,739,006	4,973,789	2,729,140	2,838,738	2,953,826	3,073,567	3,198,211	3,327,895	1,596,643
Proj Mgmt Fees(M&Sale) on Gross Sales after GST	2%	14,214,918	14,214,918	-	-	1,869,503	2,486,894	1,364,070	1,419,369	1,476,913	1,536,794	1,599,105	1,663,948	798,322
Developer Contribution to Infrastructure on sales	1%	7,107,459	7,107,459	-	-	934,752	1,243,447	682,035	709,684	738,456	768,397	799,553	831,974	399,161
Total Costs		252,402,207	252,402,207	260,302	11,007,390	30,642,433	34,123,215	27,720,318	28,587,539	29,482,521	30,408,176	31,359,447	25,218,164	3,594,703
CheckTotal		252,402,207	252,402,207	-	-	-	-	-	-	-	-	-	-	-
Net Cash Flow _ Before Interest		\$ 458,343,681	458,343,681	-260,302	-11,007,390	62,832,726	90,221,509	40,483,192	42,380,906	44,363,127	46,433,500	48,595,827	57,979,212	36,321,375
Cumulative Cash Flow				-648,325	-17,797,926	69,113,306	434,038,159	667,773,972	834,425,171	1,006,077,377	1,191,477,685	1,382,568,157	1,590,561,740	1,616,453,416
Npv rate	7.50%			-	-	-	-	-	-	-	-	-	-	-
NPV		\$290,938,027		-	-	-	-	-	-	-	-	-	-	-
Net Cash Flow _ After Interest														
Interest Costs	8%	704,247	704,247	-12,968	-355,969	-335,322	-	-	-	-	-	-	-	-
net cash flow after interest		457,639,435	457,639,435	-273,269	-11,363,348	62,497,404	90,221,509	40,483,192	42,380,906	44,363,127	46,433,500	48,595,827	57,979,212	36,321,375
NPV after interest		\$290,332,807		-	-	-	-	-	-	-	-	-	-	-
Monthly Cash Flow _ Councils Before Interest														
Vincent	8.33%	38,195,307	38,195,307	-21,892	917,282	5,236,060	7,518,459	3,373,599	3,531,742	3,696,927	3,869,458	4,049,852	4,831,601	3,026,781
Cambridge	8.33%	38,195,307	38,195,307	-21,892	917,282	5,236,060	7,518,459	3,373,599	3,531,742	3,696,927	3,869,458	4,049,852	4,831,601	3,026,781
Victoria Park	8.33%	38,195,307	38,195,307	-21,892	917,282	5,236,060	7,518,459	3,373,599	3,531,742	3,696,927	3,869,458	4,049,852	4,831,601	3,026,781
Perth	8.33%	38,195,307	38,195,307	-21,892	917,282	5,236,060	7,518,459	3,373,599	3,531,742	3,696,927	3,869,458	4,049,852	4,831,601	3,026,781
Joondalup	16.67%	76,390,614	76,390,614	-43,394	1,834,565	10,472,121	15,036,918	6,747,199	7,063,484	7,393,854	7,738,917	8,099,304	9,663,202	6,053,562
Wanneroo	16.67%	76,390,614	76,390,614	-43,394	1,834,565	10,472,121	15,036,918	6,747,199	7,063,484	7,393,854	7,738,917	8,099,304	9,663,202	6,053,562
Stirling	33.33%	152,781,227	152,781,227	-86,787	3,669,130	20,944,242	30,073,836	13,494,397	14,126,969	14,787,709	15,477,833	16,198,609	19,326,404	12,107,125
Total	100%	458,343,681	458,343,681	-260,302	-11,007,390	62,832,726	90,221,509	40,483,192	42,380,906	44,363,127	46,433,500	48,595,827	57,979,212	36,321,375
Net Present Values to period 68														
Vincent	8.33%	\$24,244,836	24,244,836	-	-	-	-	-	-	-	-	-	-	-
Cambridge	8.33%	\$24,244,836	24,244,836	-	-	-	-	-	-	-	-	-	-	-
Victoria Park	8.33%	\$24,244,836	24,244,836	-	-	-	-	-	-	-	-	-	-	-
Perth	8.33%	\$24,244,836	24,244,836	-	-	-	-	-	-	-	-	-	-	-
Joondalup	16.67%	\$48,489,671	48,489,671	-	-	-	-	-	-	-	-	-	-	-
Wanneroo	16.67%	\$48,489,671	48,489,671	-	-	-	-	-	-	-	-	-	-	-
Stirling	33.33%	\$96,979,342	96,979,342	-	-	-	-	-	-	-	-	-	-	-
Total	100%	\$290,938,027	\$290,938,027	-	-	-	-	-	-	-	-	-	-	-

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Mindarie Lot 9504 - 11 Yr Cash Flow



9.5 TENDER STATUS REPORT – STRUCTURE PLANNING LOT 9504, MINDARIE

Report Information

Location: Not Applicable
 Applicant: Not Applicable
 Reporting Officer: Chief Executive Officer File Reference: 18.121.624.9

Recommendation

That the report be RECEIVED.

Voting Requirements

Simple Majority

Report Purpose

To advise responses to the TPRC's invitation to tender for structure planning.

Relevant Documents

Appendix: Tender Invitation & Brief for Structure Planning Lot 9504 and 10.8 hectares government land corner Neerabup Road and Mitchell Freeway
 To be issued at the meeting: CD complementary to the tender invitation and brief containing details of previous structure plans, relevant policy documents, MRS and other plans

Policy Reference

N/A

Local Government Act/Regulation

N/A

Previous Minutes

Council meeting – 21 February 2008 (authorising the invitation to tender)

Background

The tender brief was prepared and advertised in the West Australian newspaper on Saturday 29 March 2008.

A table showing those parties to whom tender packages were issued and those that attended the tender briefing is shown below.

	CD Tender Package Issued (Requested)	Attended Briefing Session
1	Arup	✓
2	BCI Australia	
3	Cardno BSD	
4	Connell Wagner	✓

5	Davco Holding Pty Ltd	✓
6	Development & Planning Strategies	✓
7	Ecoscape	
8	GHD	
9	JDSI	
10	Koltasz Smith	✓
11	Maunsell Australia	
12	Natural Area Management & Services	
13	PB	
14	Satterley	✓
15	SGS Economics & Planning	
16	SMEC Australia Pty Ltd	
17	Urbis	✓
18	Whelans	✓
	CD Tender Package Issued (Invitation to Planning Firms)	Attended Briefing Session
A	Greg Rowe & Associates	
B	Hassell Ltd	
C	Masterplan Consultants WA	
D	Roberts Day	
E	TPG Town Planning & Urban Design	✓
F	Chris Antill Planning & Urban Design Consultant	
G	Chappell Lambert Everett	
H	Taylor Burrell Barnett Town Planning & Design	

Town of Cambridge and City of Stirling were represented at the briefing by Jason Buckley (CEO) Ian Bignell (Manager City Planning) respectively.

Comment

The listing of respondents is submitted and recorded for information.

9.6 STRUCTURE PLAN EVALUATION – PART LOT 9504 MINDARIE

Report Information

Location: Part Lot 9504, Mindarie
Applicant: Not Applicable
Reporting Officer: Chief Executive Officer File Reference: 18.121.624

Recommendation

1. That subject to (2) the Council **APPROVE** the listed schedule of items for evaluation of the tenders for structure planning of Part Lot 9504 Mindarie and adjacent land.
2. That in lieu of Council meeting prospective appointees on 15 May 2008, the Council **AWAIT** completion of a recommendation by the tender evaluation panel or, alternatively, appoint a Council representative to the evaluation panel.
3. That an alternative evaluation timetable **PROVIDE** a 2-week contingency period and that, if necessary, the schedule be brought back to the Council with an alternative date for the Council to resolve the appointment of a success tenderer.

Voting Requirements

Simple Majority

Report Purpose

To advise progress (report 1) and agree a schedule for evaluation of Structure Plan tenders.

Relevant Documents

Appendix: Detailed Evaluation Schedule
Available for viewing at the meeting: Nil

Policy Reference

TPRC Procurement Policy

Local Government Act/Regulation

N/A

Previous Minutes

Council Meeting 21 February 2008 (Item 9.6 – authorising advertising of tender)

Background

The Council has authorised a tender invitation for consultants for structure planning for Lot 9504 and adjacent land. The brief for structure planning follows the brief approved by the Council in February 2008.

The tender was advertised in the West Australian newspaper and on the TPRC website on Saturday 29 March 2008.

The advertised closing date for receipt of tenders is 1 May 2008.

Tender packages have been issued in response to 18 inquiries and a further 8 packages have been issued to prominent planning groups listed in the Australian Association of Planning Consultants (AAPC) member list.

A briefing for consultants was held on 14 April 2008 at the City of Stirling offices.

In February 2008 the Council agreed the following meetings:

- Special Council meeting – 15 May 2008 (meeting to receive preliminary presentations from a limited number of respondents in relation to the invitation to tender and the general prospects for a distinctive urban development at Tamala Park).
- Special Council meeting – 24 July 2008 (this meeting to receive a presentation from the successful tenderer on a time, public consultation program and the management approach to be adopted in performing consultant tasks).

An evaluation timetable has been prepared having regard for normal and proposed special Council meeting dates.

The timetable main points are as follows:

Tender advertising	29 March 2008
Tender briefing	14 April 2008
Tender closing	1 May 2008
Meeting with the Council of selected tenderers: Objective confirm understanding, adequacy and practicality of tender requirements	15 May 2008 (special CL meeting)
Evaluation continuing	15 May – 12 June 2008
Recommendation and resolution appointment tenderer	19 June 2008 (normal CL meeting)
Post tender formalities	19 June – 15 July 2008
Setup project control group and procedures	20 June – 15 July 2008
Selected consultants presentation to Council – approach & timelines	24 July 2008

The detailed timetable showing project elements is contained in Appendix item 9.6.

Issues raised by attendees at the tender briefing session:

- Availability of base-line plans
- Status of ongoing studies – flora/fauna, hydrology, aboriginal heritage
- Involvement of selected planning team in the planning for future use of the closed MRC landfill
- The proposed State Planning Policy on contributions by developers to infrastructure
- Time issues involved in pursuing a realignment of Neerabup Road – possible major MRS Amendment
- Consultants involvement in obtaining structure plan approvals from City of Wanneroo and WAPC
- Requirement that the selected tenderer appoints and coordinates work of sub-consultants
- Progress with acquisition of or other incorporation of Government land with the TPD land for structure planning
- The sophistication of cost benefit studies requested in the tender brief

Comment

If the Council's expectations for high quality and detailed submissions for a distinctive development are met, the deserved attention to evaluation of such tenders may require more time than is shown in the evaluation schedule.

The usual practice for evaluating tenders is:

- An evaluation panel is selected
- Evaluation guidelines are developed and agreed (including scoring and weightings)
- An evaluation timetable is agreed
- Probity guidelines are agreed
- Evaluation is undertaken and evaluation steps recorded
- A recommendation is made to the decision-making body (Council)
- Optionally presentations may be requested prior to the Council resolving an appointment

In this instance, the steps above need to be concluded in the timeframe first made – 12 June 2008 if a recommendation is to be made to the ordinary Council meeting on 19 June 2008.

The detailed time program indicates that there is no time allowance for deviation or recovery from an unexpected contingency to meet the deadline of 19 June 2008, particularly if presentations need to be made to the Council by tenderers following recommendations by the evaluation panel, and that the timing for the Council decision might be setback to another date – either the date already agreed for the special meeting of the Council (24 July 2008) or a date between 19 June and 24 July 2008.

The Council may also wish to review the original proposal that some tenderers are selected to meet with the Council on 15 May 2008 as this may not allow sufficient time to evaluate responses – particularly if a large number are received – with the risk that tenderers not selected to meet with the Council on 15 May 2008 may feel disadvantaged by inclusion of this element in the tender evaluation process. The alternatives that could be considered is for:

- a) The Council to await the completion of a recommendation by the tender evaluation panel before meeting tenderers; or
- b) A Council representative(s) be included on the evaluation panel; or
- c) The evaluation process the enable the attendance of Council members as observers at evaluation panel meetings.

The evaluation panel office members currently comprises:

- CEO Tamala Park Regional Council – R Constantine
- CEO Town of Cambridge – J Buckley
- CEO Town of Vincent – J Giorgi
- City of Stirling Executive Manager Planning (to be confirmed)
- Representatives of other participants – to be resolved by 24 April 2008

The evaluation schedule will also require a strict adherence to meeting timetables and reporting requirements.

In the first instance the arrangements for a number of respondents to make presentations to a special meeting of Council on 15 May 2008 will require substantial evaluation between the tender closing date of 1 May 2008 and 8 May 2008 in order to provide the respondents with time to prepare for the 15 May 2008 Council meeting.

The time program anticipates that there would be 3 meetings of an evaluation committee in order to facilitate a recommendation for adoption of a tender at the Council meeting on 19 June 2008. More meetings or any delay in schedule would require that the adoption date would require a special meeting of Council subsequent to 19 June 2008.

The evaluation committee will comprise TPRC administration staff and available CEO's of local authorities or their nominees.

The Council's External Auditor has been invited to review the evaluation matrix, the weightings to apply to elements in the evaluation matrix and the procedure that the evaluation committee will employ in proceeding through the evaluation.

9.7 NEGOTIATIONS FOR ACQUISITION OF LAND – CORNER NEERABUP ROAD, MITCHELL FREEWAY - CLARKSON

Report Information

Location: Cnr Neerabup Road & Mitchell Freeway, Clarkson
Applicant: Not Applicable
Reporting Officer: Chief Executive Officer File Reference: 5.5.1060.14

Recommendation

- 1) That the WAPC be **FURTHER REQUESTED** to proceed with an Improvement Plan for the Main Roads WA and DPI land comprising 10.8 hectares at the corner of Neerabup Road and the Mitchell Freeway at Clarkson and to **NEGOTIATE** the sale of the subject land to the TPRC in keeping with the tenor of the Negotiated Planning Solution between the WAPC and the owners of Lot 118 (now Lot 9504) Mindarie dated 27 September 2006.
- 2) That in the absence of a substantive response by 1 May 2008 (i.e. the closing date for submissions for structure planning) a **DEPUTATION** comprising the Chairman and representatives of the TPRC be **ARRANGED** with the WAPC to advance progress with a land transfer or some other mutually agreed solution that includes arrangements relating to shared involvement in structure planning for the Government land.
- 3) That respondents to the TPRC invitation to tender for consultancy services for structure planning be kept **ADVISED** of the progress of negotiations referred to in (1) and (2) above.

Voting Requirements

Simple Majority

Report Purpose

To advise status and seek direction relating to a land purchase integral to TPRC structure planning and a NPS with the WAPC.

Relevant Documents

Attachment: Nil
Available for viewing at the meeting: Negotiated Planning Solution

Policy Reference

N/A

Local Government Act/Regulation

N/A

Previous Minutes

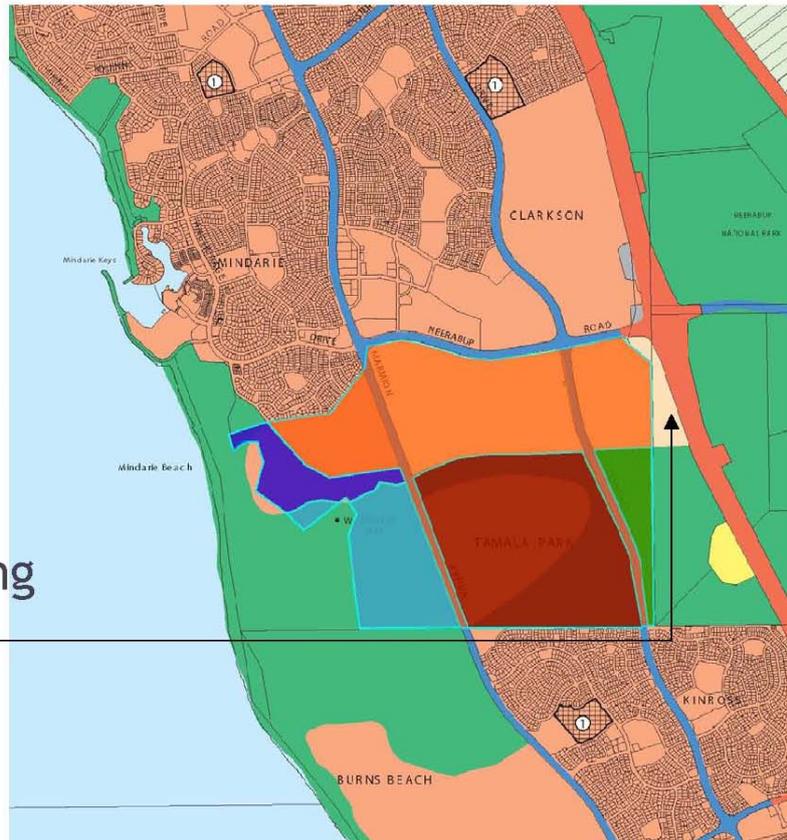
Council Meeting - 12 April 2008 (Item 9.5 – NPS Potential Acquisition from State Government)

Background

In September 2006 an agreement was reached between the WAPC and the 7 owners of (then) Lot 118 Mindarie by which the owners agreed to transfer part of Lot 118 to the WAPC and the WAPC, as one of a number of matters, agreed to exercise its best endeavours to make available for purchase by the local authority landowners government land comprising 10.8 hectares at the corner of Neerabup Road and the Mitchell Freeway.

The Government land is the deferred urban land marked on the plan below.

Government Urban Deferred Land Negotiation for Purchase Proceeding 10.7ha



The Government land is in 2 parcels:

- 1.8 hectares owned by Main Roads WA; and
- 8.8 hectares owned by the Department of Planning & Infrastructure.

The WAPC have certain powers that would allow a local improvement plan to be declared so that both parcels of land could be dealt with as one Government landholding.

The Government land, together with part of Lot 118, was zoned Deferred Urban in MRS Amendment 992/33 (Clarkson/Butler). There has been a common understanding between the WAPC and the local authority landowners that the Government land and the local authority land would be brought under single control for detailed planning and subsequent development.

In May 2007 the TPRC authorised the commencement of negotiations for purchase of the Government land by the TPRC.

Advice was received from the WAPC that an improvement plan had been prepared and submitted to the Minister for Planning & Infrastructure, who still has the improvement plan under consideration.

In March 2008 the WAPC was advised of the TPRC program for structure planning and requested to agree the inclusion of the Government land in the TPRC structure plan program on a cost-share basis while issues relating to purchase of the land were in negotiation.

Comment

Notwithstanding a number approaches to the WAPC, there has been no substantive response indicating the preparedness to commence negotiations for sale of land to the TPRC.

There has been no response received to the TPRC's request to include the Government land in structure planning.

Approaches will continue to be made to the WAPC in reference to the Negotiated Planning Solution (NPS) and the obligations contained in that document.

In the interim, the invitation to tender for structure planning of the TPD land has referred to the NPS and has requested that responses include the TPD and the Government land. A notation has been made in the invitation documents to a possible exclusion of the Government land component in the event that the Government does not wish to proceed with existing agreements.

Because of the strategic location of the land in question, it will be impractical for TPRC to ignore this land parcel in structure planning and it should be expected that the City of Wanneroo will wish to see how the 2 parcels of land will integrate when it considers applications for approval of the TPD structure plan.

9.8 NEERABUP ROAD

Report Information

Location: Neerabup Road
Applicant: Not Applicable
Reporting Officer: Chief Executive Officer File Reference: 5.5.1060.14

Recommendation

1. That the Council **RECEIVE** and **NOTE** the advice from MRWA in reference to the request for consideration of realignment of Neerabup Road to the southern boundary of the TPD.
2. That solutions to minimise the barrier created by Neerabup Road and other arterial roads surrounding the TPD land including potential solutions raised through the EBD process **CONTINUE** to be investigated through the structure planning.

Voting Requirements

Simple Majority

Report Purpose

To advise the status of recent discussions with the DPI and MRWA in relation to realignment of Neerabup Road, and other matters.

Relevant Documents

Attachment: Letter from Main Roads WA dated 5 March 2008
Available for viewing at the meeting: Nil

Policy Reference

N/A

Local Government Act/Regulation

N/A

Previous Minutes

Council Meeting – 21 February 2008 (reference to EBD Workshop report, proposals and concept plan)

Background

Neerabup Road between Marmion Avenue eastward to Pinjar Road has been proposed as a major regional east/west distributor road in the Metropolitan Region Scheme.

The road reserve for the construction of Neerabup Road has been progressively set aside as developments have occurred in the northern coastal corridor.

Neerabup Road was constructed between Marmion Avenue and Connolly Drive and earthworks are proceeding for the section between Connolly Drive and the Mitchell Freeway. The road reservation east of the freeway to Wanneroo Road has been provided through Neerabup National Park through MRS Amendment 992/33. It was a condition of the MRS Amendment that the provision of the road reserve be subject to a management plan which has now been prepared and accepted by the planning authorities. The section of the road from Wanneroo Road eastward to Pinjar Road follows the alignment of Flynn Drive.

Therefore the whole of Neerabup Road is constructed in some form except for the section between the Mitchell Freeway and Wanneroo Road (through Neerabup National Park).

At the TPRC Enquiry by Design Workshop in January 2007 it was recognised that Neerabup Road was an important distributor road and would provide a vital connection from the employment node at the new Neerabup industrial estate through to the Tamala Park urban development.

Notwithstanding the benefit of the road as an east/west distributor the road creates a substantial barrier between the proposed Tamala Park urban development and the Clarkson retail/commercial centre and the Clarkson Rail Station.

The road reserve is 60m in width and the engineering proposals for the land include a 4-lane dual carriageway road with a carrying capacity that could reach 40,000 vehicles per day.

The EBD Workshop suggested the realignment of the road to the southern boundary of the TPD as a means of removing the road as an access restriction for the TPD.

Options have been discussed with the DPI and Main Roads. In January 2008 a formal approach was made to the DPI, MRWA and the City of Wanneroo seeking a response to the suggestion for realignment of Neerabup Road.

As an outcome of meetings with representatives from DPI, MRWA, City of Wanneroo and TPRC correspondence has been received from Main Roads WA (a copy of which is attached).

Comment

Main Roads summarised it's position as follows:

- a) Plans for the northern suburbs rail and Mitchell Freeway to Hester Avenue have been substantially completed and in respect of the area around Clarkson Rail Station, have been developed in some detail around the existing Clarkson Rail Station and the already constructed rail tracks and plans for shunting yards just north of Clarkson Rail Station.
- b) MRWA require a minimum of 7m clearance between the rail tracks and Neerabup Road where it crosses the freeway. Plans for cut and fill of Neerabup Road leading up to the junction with Mitchell Freeway have been designed. The plans indicate that a reduction in level of Neerabup Road to facilitate a pedestrian bridge would be impractical as it would require a substantial excavation of Neerabup Road with associated batter problems from a distance at least 500m west of the freeway to 400m east of the freeway.
- c) Reducing the level of Neerabup Road would also impact a proposed pedestrian accessway west of the freeway. This accessway would result in a considerable dip in the accessway under Neerabup Road which would be undesirable from a security point of view and would be a deterrent to use of the facility.
- d) With respect to the realignment of Neerabup Road MRWA and DPI indicated that a movement southward would not meet with approval as regional planning has proposed that the spread of east/west arteries be approximately 2.5km and the main arteries are (north/south) Lukin Avenue, Hester Avenue, Neerabup Road and Burns Beach Road.

- The removals southward 800m or more of Neerabup Road would disturb the road planning design and road carrying capacity.
- e) MRWA and DPI have created Marmion Avenue and Neerabup Road as high volume roads with minimum impediments to traffic flow. MRWA and DPI do not see the creation of the road couplet in Marmion Avenue as conducive to the fundamental outcomes sought from Marmion Avenue and Neerabup Road. Marmion Avenue is estimated to eventually have 50,000 traffic movements per day and any engineered reduction in traffic flow would not be welcomed.
- f) The road width of Neerabup Road is 60m. Neerabup Road, Connolly Drive and Marmion Avenue are all planned as 4-lane dual carriageway roads and the engineering requirements for such roads will utilise the full 60m-road reserve.

Timelines

- MRWA expect that the extension of the Mitchell Freeway past Burns Beach Road will not commence before 2014 and possibly not before 2016. The construction work is tied to agreements about funding which are already in place. MRWA do not see any means of changing the existing funding agreements.
- There is no current program for construction of Neerabup Road eastward of the Mitchell Freeway. In any event the effectiveness of construction eastward from the Mitchell Freeway would depend upon the construction of a bridge across the railway and the engineering design for the levels of Neerabup Road leading up to the railway from the west and onwards from the east would require substantial earthworks outside of the immediate overpass area at the Clarkson Rail Station.
 - MRWA and City of Wanneroo officers are of the view that funding for Neerabup Road will need to be sourced from State programs with contributions from allocations into City of Wanneroo road programs and possibly special funding that might be achieved outside of the normal funding programs.
- MRWA and DPI propose to provide a combined response to the TPRC letter of 31 January 2008.
- MRWA suggested that if TPRC did consider a tramway or light rail connecting the Mindarie Keys to the Clarkson Rail Station that the passage over Marmion Avenue and Connolly Drive could be at grade and suggested further that the tram or other system terminate on the southside of Neerabup Road near the pedestrian underpass leading onto the northern parking station and through to the Clarkson Rail Station.

An examination of the detailed plans for the approach to the bridge over the Mitchell Freeway and a proposed pedestrian/cyclist underpass indicate some possibility for considering expanding the width of the underpass to allow for a public transport vehicle or light traffic to connect from the TPD direct to the Clarkson Rail Station. If the TPD did warrant an estate electrified public transport vehicle connecting from Mindarie Keys to Clarkson rail and bus facilities, the underpass would be a vital component for the success of the system.

In the absence of any support for a road couplet in Marmion Avenue or Connolly Drive, some form of controlled crossing would be required to facilitate pedestrian and light rail traffic. Two alternatives would work and still fulfill the basic DPI and MRWA priority of maintaining maximum traffic flow. The alternatives are:

1. An underpass or overpass servicing Marmion Avenue and Connolly Drive;
2. Single purpose traffic lights activated by the public transport vehicle i.e. the lights would cycle to a stop/go pattern solely to allow crossing of Marmion Avenue and Connolly Drive by the public transport vehicle. Pedestrians, could take the opportunity of crossing at the same time but would not be able to activate signals in the normal way; and
3. A round-a-bout with engineering provision for a direct east/west route across the

diameter of the round-a-bout.

In addition, an east/west road on the southern boundary of the TPD site connecting Marmion Avenue and Connolly Drive could be developed as a preferred route for local traffic through judicious use of road medians in preference to controlled signal crossings.

The City of Wanneroo local road planning policy is to encourage access onto regional roads at approximately 250m intervals. This policy would suggest 2 access points on the east side of Marmion Avenue and 1 access point from the west onto Marmion Avenue and 2 access points from each of the east and west carriageways of Connolly Drive.

Signalised intersections will not be favoured by traffic management utilities, which will focus solutions to staggered left and right turn solutions or round-a-bouts. Based on current philosophies, City of Wanneroo will favour left/right turn solutions and MRWA (in order to maintain maximum traffic flow and priority for motor vehicles) will prefer round-a-bouts.

It would seem that whatever solution is recommended from the currently accepted range of options, it will not favour pedestrians and cyclists and will not be conducive to access to the Clarkson Rail and Bus Station without the use of household motor cars.

ATTACHMENT: Letter from Main Roads WA dated 5 March 2008



ABN: 50 860 676 021

Enquiries: Lindsay Broadhurst on 9323 4511
Our Ref: D08#39726 05/7737
Your Ref:

5 March 2008

Mr R Constantine
Chief Executive Officer
Tamala Park Regional Council
Room 3 - Scarborough Civic Centre, 173 Gildercliffe Street
SCARBOROUGH WA 6019

Dear Mr Constantine

NEERABUP AND MITCHELL FREEWAY AT CLARKSON

I refer to your letter dated 29 January 2008 regarding Neerabup Road and the Mitchell Freeway at Clarkson.

I understand that Main Roads officers have already contacted you and discussed the issues you raised in a meeting with representatives from Department of Planning and Infrastructure and the City of Wanneroo on 11 February 2008.

In relation to the proposed southern realignment of Neerabup Road and its connection to the Mitchell Freeway this is not supported as it would impact on Neerabup National Park located to the east of the Mitchell Freeway. In addition to this, Clarkson Train Station has already been constructed to accommodate the future extension of Mitchell Freeway and the development of an interchange at Neerabup Road.

It should also be recognised that Neerabup Road is included in the Metropolitan Region Scheme as an Other Regional Road (Blue Road) and will provide an important east-west linkage between the Neerabup Industrial Area and the coastal area. The form and standard of the future Neerabup Road will therefore need to recognise this important role.

The existence of the National Park to the east of the Mitchell Freeway makes any development of new road links south of Neerabup Road extremely unlikely.

There is no funding allocated to further extensions of Mitchell Freeway beyond Burns Beach Road.

If you require any further information please contact Lindsay Broadhurst on 9323 4511.

Yours sincerely

Gary Norwell
EXECUTIVE DIRECTOR
TECHNOLOGY AND ENVIRONMENT



Australian Business
Excellence Awards
Bronze Award 2007

Don Aitken Centre, Waterloo Crescent, East Perth or PO Box 6202 EAST PERTH Western Australia 6892
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Email: enquiries@mainroads.wa.gov.au Website: www.mainroads.wa.gov.au

9.9 WESTERN POWER – LAND ACQUISITION

Report Information

Location: Corner Neerabup Road & Mitchell Freeway
Applicant: Not Applicable
Reporting Officer: Chief Executive Officer File Reference: 10.51.1027.0

Recommendation

1. That the TPRC **NEGOTIATE** with Western Power and WAPC for the acquisition of the Main Roads WA land at the corner of Neerabup Road and the Mitchell Freeway for the following outcomes:
 - That the intent of the 2006 NPS be respected and TPRC be given priority rights in negotiation for the MRWA land at the corner of Neerabup Road and the Mitchell Freeway; and
 - That the TPRC recommend to the landowners of Lot 9504 Mindarie that a site within Lot 9504, preferably on the southern border of the land adjacent to or within land zoned POS be provided free of cost on the basis that:
 - The money saved by Western Power in acquiring a 1 hectare site for commercial value be used to underground transmission lines to the substation on the site provided free of cost.
 - That the Public Transport Authority work with the TPRC and other local planning agencies to provide such vehicle parking as is necessary in a solution that includes multi-purpose use of land.

Voting Requirements

Simple Majority

Report Purpose

To advise a land transaction with strategic consequences for the TPD.

Relevant Documents

Attachment: Western Power Proposed Substation Plan
Available for viewing at the meeting: Nil

Policy Reference

N/A

Local Government Act/Regulation

N/A

Previous Minutes

Council Meeting – 12 April 2007 (Item 9.5 - Council authorisation to commence negotiations for Government land corner Neerabup Road and Mitchell Freeway).

Background

Western Power require a substation in the vicinity of Tamala Park. A substation normally requires an area of approximately 1.25 hectares.

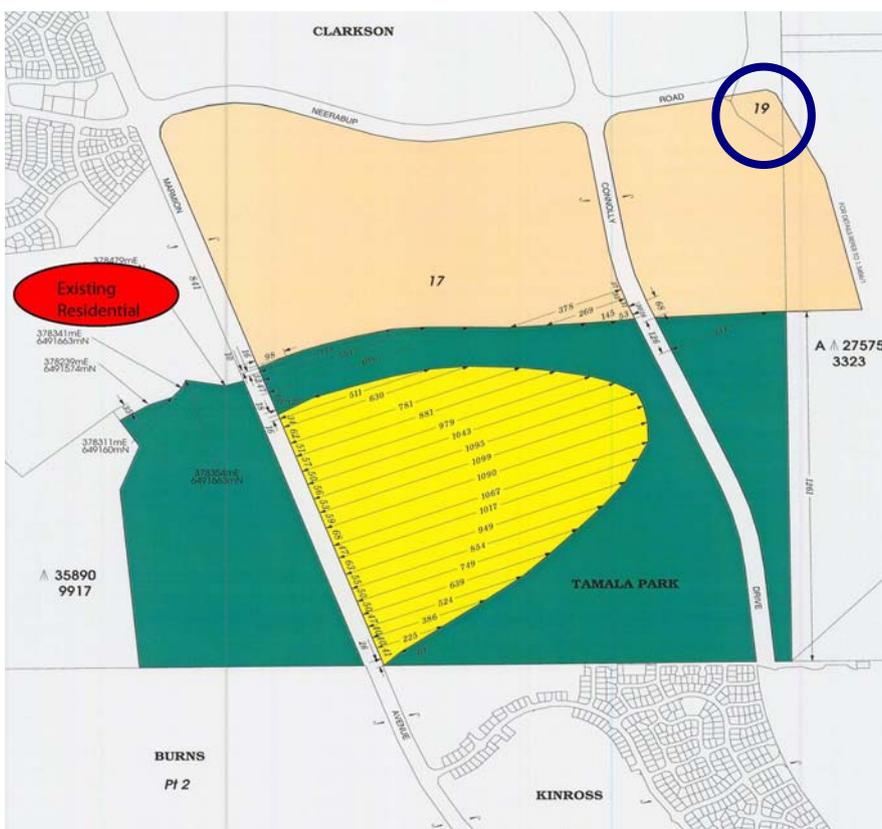
Over time, discussions have ensued with Western Power about their planning for the substation to connect 2 existing substations; one at Hester Avenue and another at Clarkson Road (near the junction of Wanneroo Road).

Western Power require the substation to enhance grid services in the area. They estimate the physical construction of the substation would be required within the next 10 years.

Alternative sites have been raised with Western Power with the intent of ensuring that any substation does not detract from aesthetics in the area of the substation and also, to minimise the presence of overhead transmission lines.

Three sites have been of interest to Western Power:

- The junction of Neerabup Road and the Mitchell Freeway;
- A site in land zoned POS under the region scheme close to the southern boundary of the TPD near Connolly Drive; and
- A site close to Marmion Avenue and adjacent to the existing power generator operated for the MRC.



The 3 sites and associated overhead transmission connections are shown on the plan attached.

It has now come to notice that Western Power is negotiating with Main Roads to purchase the site at the corner of Neerabup Road and the Mitchell Freeway for the future substation. The site is circled blue on the plan. The land is in a strategic location near a proposed underpass and bicycleway; in full view of passing rail traffic and from cars using the Neerabup Road overpass at Mitchell Freeway.

Normally a site near a rail station would be reserved for intensive mixed-use development consistent with the principles of transit-oriented design.

It is understood that the negotiations between Main Roads and Western Power have been

proceeding for some time and the parties have obtained at least 2 valuations in reference to the proposed sale.

As the land in question is part of land which the State Government, under the 2006 Negotiated Planning Solution, has agreed to make available for sale or purchase on a first priority basis to the TPRC a letter of concern has been sent to the WAPC. The WAPC has advised that an improvement plan has been prepared and submitted to the Minister for Planning & Infrastructure which would allow the 2 parcels of Government land to be dealt with con-jointly. At this time there has been no further response from the WAPC.

Comment

Past negotiations with Western Power have conveyed the TPRC's concern that:

- Any additional substation in the area should be in the least visible location;
- That connections to the substation should be underground;
- That any distribution substation facility should be joined to any substation that may be required for grid feed-in from the MRC generating plant or any plant that may be developed by the TPRC as a consequence of provision of a connected solar roof-top grid and/or a solar concentrator on part of the completed MRC landfill; and
- That power generation initiated by the TPRC and MRC may alleviate the demand for an additional substation in the area.

Further investigations indicate that there is no provision in the road reserves of Neerabup Road (through Neerabup National Park) or in Neerabup National Park adjoining or part of the Mitchell Freeway reserve for a separate reserve for transmission lines. The implication is that the lines connecting sub-stations would be located in road medians – most likely the road medians of Burns Beach Road, Connolly Drive and Marmion Avenue.

It is understood that in addition to Western Power's interest in the Main Roads WA land, the Public Transport Authority has also signified that it would be prepared to negotiate purchase of the land. Main Roads has advised that where more than 1 public agency is bidding for surplus MRWA land, MRWA has a practice of seeking guidance from Department of Planning & Infrastructure on priority of allocation. In this instance, MRWA advises that the DPI indicated that Western Power should be the preferred purchaser. In the event, then, that some better solution is found for Western Power's substation land requirements it may still transpire that the MRWA land is sold for a use such as car parking which could be a low priority use, particularly when planning is currently advocating transit-oriented design i.e. enabling people to get to and use public transport without the necessity for use of the private motor vehicles.

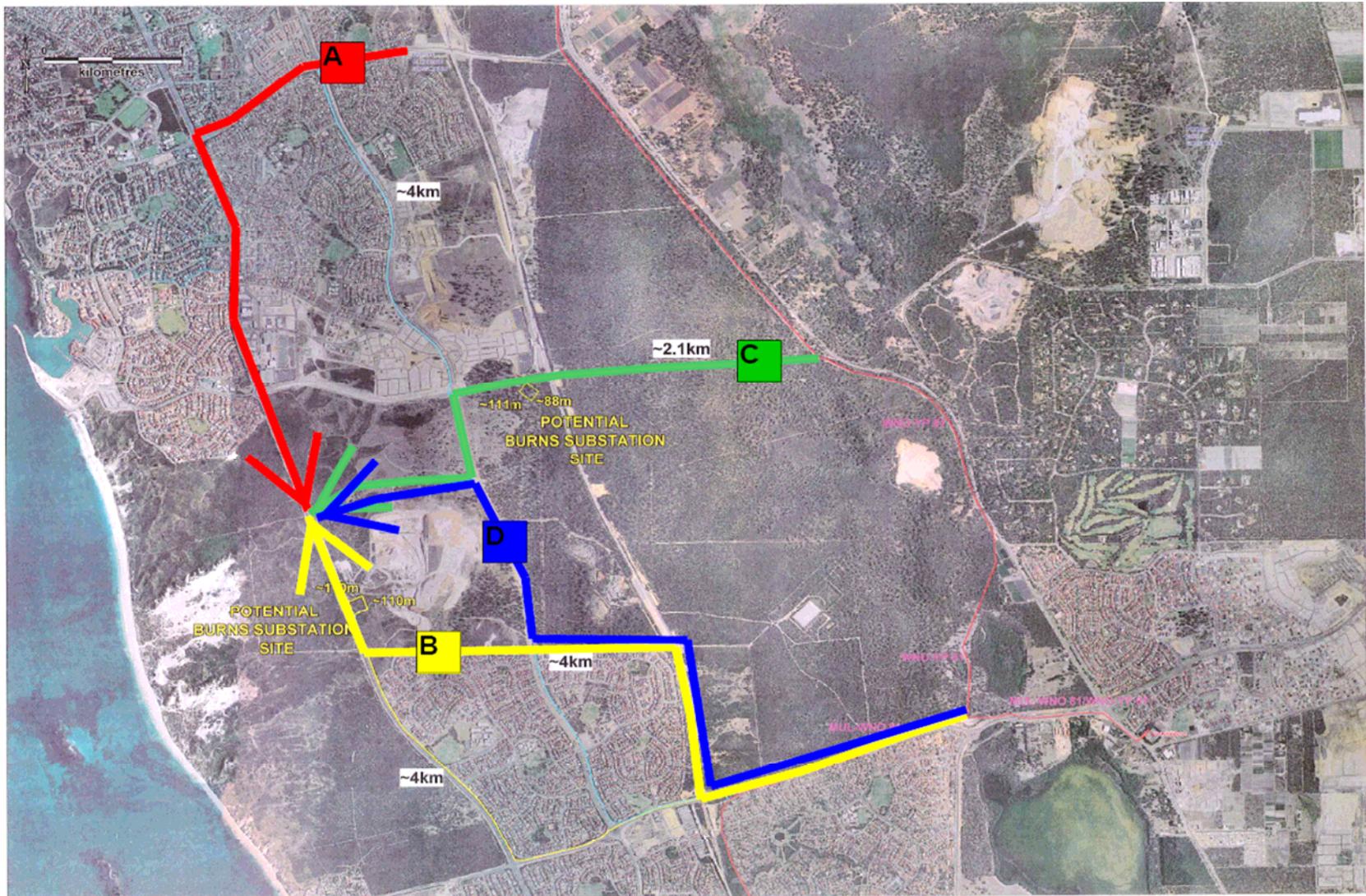
In the event that additional car parking is desirable, it might more appropriately be factored into underground or multi-storey car parking so that strategic sites located adjacent to rail and bus facilities can receive appropriate intensive mixed use.

The following suggested is a negotiating position with Western Power and DPI.

- The intent of the 2006 NPS be respected and TPRC be given priority rights in negotiation for the MRWA land at the corner of Neerabup Road and the Mitchell Freeway;
- That the TPRC recommend to the landowners of Lot 9504 Mindarie that a site within Lot 9504, preferably on the southern border of the land adjacent to or within land zoned POS be provided free of cost on the basis that:

- The money saved by Western Power in acquiring a 1 hectare site for commercial value be used to underground transmission lines to the substation on the site provided free of cost.
- That the Public Transport Authority work with the TPRC and other local planning agencies to provide such vehicle parking as is necessary in a solution that includes multi-purpose use of land.

ATTACHMENT: Western Power Proposed Substation Plan



10. ELECTED MEMBERS MOTIONS OF WHICH NOTICE HAS BEEN GIVEN
11. QUESTIONS BY ELECTED MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN
12. URGENT BUSINESS APPROVED BY THE CHAIRMAN
13. MATTERS BEHIND CLOSED DOORS
14. GENERAL BUSINESS
15. BUSINESS ARISING FROM MEETING
16. FORMAL CLOSURE OF MEETING

APPENDICES

APPENDIX ITEM 9.2: Monthly Statement of Financial Activity for the month ending 29 February 2008

**TAMALA PARK REGIONAL COUNCIL
MONTHLY STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2007 TO 29 FEBRUARY 2008**

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Supplementary Information	
- Detailed Income Statement	
- Balance Sheet	

**TAMALA PARK REGIONAL COUNCIL
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2007 TO 29 FEBRUARY 2008**

	NOTE	29 February 2007 Actual \$	29 February 2007 Y-T-D Budget \$	2007/08 Revised Budget \$	Variances Budget to Actual Y-T-D %
<u>Operating</u>					
Revenues/Sources					
Interest Earnings	1,2	750,712	702,688	1,055,089	6.83%
Other Revenue		5,644	0	0	155.00%
		<u>756,356</u>	<u>702,688</u>	<u>1,055,089</u>	
(Expenses)/(Applications)					
Employee Costs	1,2	(144,729)	(141,397)	(215,350)	2.36%
Professional/Consulting Fees		(35,880)	(242,350)	(357,000)	(85.19%)
Materials & Contracts		(5,649)	(84,290)	(75,750)	(93.30%)
Depreciation		0	(1,333)	(2,000)	0.00%
Insurance		(1,820)	(2,700)	(3,700)	(32.59%)
Other Expenditure		<u>(31,060)</u>	<u>(84,000)</u>	<u>(117,300)</u>	<u>(63.02%)</u>
		<u>(219,138)</u>	<u>(556,070)</u>	<u>(771,100)</u>	
<u>Adjustments for Non-Cash (Revenue) and Expenditure</u>					
Depreciation on Assets		0	1,333	2,000	(2000.00%)
<u>Capital Revenue and (Expenditure)</u>					
Purchase Furniture and Equipment	3	(14,739)	(26,000)	(26,000)	0.00%
Contributed Equity	6	(120,000)	(120,000)	(120,000)	0.00%
ADD Net Current Assets July 1 B/Fwd	7	16,670,465	16,676,987	16,676,987	(0.04%)
Net Current Assets Year to Date	7	<u>17,072,944</u>	<u>16,678,938</u>	<u>16,816,976</u>	

This statement is to be read in conjunction with the accompanying notes.

TAMALA PARK REGIONAL COUNCIL

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2007 TO 29 FEBRUARY 2008

1. SIGNIFICANT ACCOUNTING POLICIES

The significant accounting policies which have been adopted in the preparation of this statement of financial activity are:

(a) Basis of Accounting

This statement has been prepared in accordance with applicable Australian Accounting Standards, other mandatory professional reporting requirements and the Local Government Act 1995 (as amended) and accompanying regulations (as amended).

(b) The Local Government Reporting Entity

All Funds through which the Council controls resources to carry on its functions have been included in this statement.

In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between Funds) have been eliminated.

(c) Rounding Off Figures

All figures shown in this statement, other than a rate in the dollar, are rounded to the nearest dollar.

(d) Rates, Grants, Donations and Other Contributions

Rates, grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions. Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.

(e) Goods and Services Tax

In accordance with recommended practice, revenues, expenses and assets capitalised are stated net of any GST recoverable. Receivables and payables are stated inclusive of applicable GST.

(f) Fixed Assets

Property, plant and equipment and infrastructure assets are brought to account at cost or fair value less, where applicable, any accumulated depreciation or amortisation and any accumulated impairment balances.

(g) Depreciation of Non-Current Assets

All non-current assets having a limited useful life are systematically depreciated over their useful lives in a manner which reflects the consumption of the future economic benefits embodied in those assets.

Depreciation is recognised on a straight-line basis, using rates which are reviewed each reporting period. Major depreciation periods are:

Furniture and Equipment	4 to 10 years
Plant and Equipment	5 to 15 years
Infrastructure	30 to 50 years

TAMALA PARK REGIONAL COUNCIL

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2007 TO 29 FEBRUARY 2008

2. STATEMENT OF OBJECTIVE

The Regional Council has a specific regional purpose which is:

- a) To undertake, in accordance with the objectives, the rezoning, subdivision, development marketing and sale of land comprising the developable portion of Lot 118 Mindarie; 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).

The objectives of the Regional Council are:

- 1. To develop and improve the value of the land;
- 2. To maximise, and with prudent risk parameters, the financial return to the Participants;
- 3. To balance economic, social and environmental issues; and
- 4. To produce a quality development demonstrating the best urban design and development practice.

3. ACQUISITION OF ASSETS

The following assets have been acquired during the period under review:

By Program

	29 February 2007 Actual \$	2007/08 Revised Budget \$
Furniture and Equipment	14,739	26,000
	<u>14,739</u>	<u>26,000</u>

By Class

Furniture and Equipment	14,739	26,000
	<u>14,739</u>	<u>26,000</u>

4. DISPOSALS OF ASSETS

There has been no disposal of assets in the period under review. No assets have been budgeted for disposal in this financial year.

TAMALA PARK REGIONAL COUNCIL

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2007 TO 29 FEBRUARY 2008

5. INFORMATION ON BORROWINGS

No borrowings have been made in the period under review. No borrowings are budgeted for the 2007-08 financial year.

6. CONTRIBUTED EQUITY

The amount of Contributed Equity is \$16,221,439 at 28 February 2008.

7. NET CURRENT ASSETS	29 February 2007 Actual \$	Brought Forward 1-Jul \$
Composition of Estimated Net Current Asset Position		
CURRENT ASSETS		
Cash - Unrestricted	17,070,294	16,676,988
Receivables	6,489	4,663
Inventories	0	0
	<u>17,076,783</u>	<u>16,681,651</u>
LESS: CURRENT LIABILITIES		
Payables and Provisions	<u>-3,839</u>	<u>-11,186</u>
	17,072,944	16,670,465
Less: Cash - Restricted/Committed	<u>0</u>	<u>0</u>
NET CURRENT ASSET POSITION	<u><u>17,072,944</u></u>	<u><u>16,670,465</u></u>

APPENDIX ITEM 9.2: Income & Expenditure Statement by Program for the month ending 29 February 2008

9:27 AM
06/03/08

**Tamala Park Regional Council
Income Statement Budget Performance
July 2007 through February 2008**

	<u>Jul '2007 - Feb 2008</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>Annual Budget</u>
Income				
I03 - GENERAL PURPOSE FUNDING				
I032 - Other GPF				
I032020 - Contributions	5,489.06			
I032030 - Interest on Investment	750,712.45	702,688.00	48,024.45	1,055,090.00
Total I032 - Other GPF	<u>756,201.51</u>	<u>702,688.00</u>	<u>53,513.51</u>	<u>1,055,090.00</u>
Total I03 - GENERAL PURPOSE FUNDING	<u>756,201.51</u>	<u>702,688.00</u>	<u>53,513.51</u>	<u>1,055,090.00</u>
I14 - OTHER PROPERTY & SERVICES				
I145 - Administration				
I145010 - Reimbursements	155.06			
Total I145 - Administration	<u>155.06</u>			
Total I14 - OTHER PROPERTY & SERVICES	<u>155.06</u>			
Total Income	<u>756,356.57</u>	<u>702,688.00</u>	<u>53,668.57</u>	<u>1,055,090.00</u>
Gross Profit	<u>756,356.57</u>	<u>702,688.00</u>	<u>53,668.57</u>	<u>1,055,090.00</u>
Expense				
E04 - GOVERNANCE.				
E041 - Membership				
E041005 - Mayoral Allowance	0.00	9,000.00	-9,000.00	12,000.00
E041010 - Deputy Mayor Allowance	0.00	2,250.00	-2,250.00	3,000.00
E041015 - Elected Members Remuneration				
E041018 - Composite Allowance	30,729.00	68,250.00	-37,521.00	91,000.00
Total E041015 - Elected Members Remuneration	<u>30,729.00</u>	<u>68,250.00</u>	<u>-37,521.00</u>	<u>91,000.00</u>
E041020 - Conference Expenses	0.00	4,500.00	-4,500.00	4,500.00
E041030 - Other Costs	0.00			1,000.00
Total E041 - Membership	<u>30,729.00</u>	<u>84,000.00</u>	<u>-53,271.00</u>	<u>111,500.00</u>
Total E04 - GOVERNANCE.	<u>30,729.00</u>	<u>84,000.00</u>	<u>-53,271.00</u>	<u>111,500.00</u>
E14 - OTHER PROPERTY & SERVICES.				
E145 - Administration				
E145005 - Salaries - Basic Costs	126,279.31	124,018.00	2,261.31	190,299.00
E145007 - Salaries Occ. Superannuation	11,770.71	11,123.00	647.71	17,089.00
E145009 - Salaries WALGS Superannuation	2,146.14	2,056.00	90.14	3,162.00
E145015 - Insurance W/comp.	4,096.00	3,600.00	496.00	3,600.00
E145019 - Staff Training & Dev.	436.36	600.00	-163.64	1,200.00
E145025 - Other Accom & Property Costs	1,124.72	16,000.00	-14,875.28	28,000.00
E145027 - Advertising General	0.00	3,200.00	-3,200.00	3,700.00
E145029 - Advertising Public/Statutory	3,494.55	5,600.00	-2,105.45	5,600.00
E145031 - Graphics Consumables	0.00	2,000.00	-2,000.00	2,000.00
E145033 - Photocopying	79.95			
E145037 - Postage, Courier & Freight	0.00	600.00	-600.00	1,000.00
E145041 - Signage/Decals	95.00			1,500.00
E145043 - Stationery	75.81	400.00	-324.19	800.00
E145045 - Other Admin Expenses	0.00	4,000.00	-4,000.00	6,000.00
E145047 - Office Telephones & Faxes	643.02			
E145053 - Bank Charges	221.75	200.00	21.75	300.00
E145055 - Credit Charges	0.00	100.00	-100.00	100.00
E145067 - Audit Fees	0.00	5,500.00	-5,500.00	5,500.00
E145059 - Membership Fees	0.00	2,400.00	-2,400.00	2,400.00
E145061 - Legal Expenses	0.00	9,500.00	-9,500.00	10,000.00
E145063 - Conveyancing Expenses	0.00			500.00
E145069 - Valuation Fees	0.00	19,000.00	-19,000.00	24,000.00
E145071 - Other Professional Fees	4,600.00	100.00	4,500.00	1,000.00
E145075 - Promotions	0.00	4,000.00	-4,000.00	4,000.00
E145077 - Business Hospitality Expenses	50.45	3,000.00	-2,949.55	3,000.00
E145079 - Consultancy	28,930.00	217,000.00	-188,070.00	325,000.00
E145081 - Professional Retainer	0.00	750.00	-750.00	1,500.00
E145083 - Research	0.00	3,000.00	-3,000.00	3,000.00

Appendices TPRC Meeting of Council – 24 April 2008

9:27 AM
05/03/08

**Tamala Park Regional Council
Income Statement Budget Performance
July 2007 through February 2008**

	<u>Jul '2007 - Feb 2008</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>Annual Budget</u>
E145087 · Computer Software Mtce	480.91	750.00	-269.09	750.00
E145089 · Computer Software Purchase	0.00	1,600.00	-1,600.00	1,600.00
E145091 · Computer Sundries	247.50	200.00	47.50	200.00
E145093 · Internet Provider Costs	760.99	140.00	620.99	300.00
E145094 · Plant & Equipment Purchase Non-	0.00			300.00
E145095 · Furniture & Equipment Purchase	31.81	26,000.00	-25,968.19	26,000.00
E145101 · Consumable Stores	0.00	150.00	-150.00	200.00
E145105 · Publications & Brochures	0.00	150.00	-150.00	200.00
E145107 · Subscriptions	0.00	100.00	-100.00	100.00
E145111 · Plans	0.00	400.00	-400.00	400.00
E145113 · Emergency Services	500.00	800.00	-300.00	800.00
E145115 · Misc Services Expenses	0.00			2,000.00
E145117 · Electricity	523.64			
E145121 · Insurance - Public Liability	1,820.00	2,500.00	-680.00	2,500.00
E145123 · Insurance - Property (ISR)	0.00	200.00	-200.00	200.00
E145127 · Insurance - Other	0.00			1,000.00
E145204 · Fences/Walls (Sumps in Road Res	0.00			1,000.00
E145205 · Recreation Reserves Mtce	0.00			2,000.00
E145222 · Depreciation Furniture	0.00	1,333.36	-1,333.36	2,000.00
Total E145 · Administration	<u>188,408.62</u>	<u>472,070.36</u>	<u>-283,661.74</u>	<u>685,600.00</u>
Total E14 · OTHER PROPERTY & SERVICES.	<u>188,408.62</u>	<u>472,070.36</u>	<u>-283,661.74</u>	<u>685,600.00</u>
Total Expense	<u>219,137.62</u>	<u>556,070.36</u>	<u>-336,932.74</u>	<u>797,100.00</u>
Net Income	<u>537,218.95</u>	<u>146,617.64</u>	<u>390,601.31</u>	<u>257,990.00</u>

APPENDIX ITEM 9.2: Income & Expenditure Statement by Nature and Type for the month ending 29 February 2008

9:30 AM
05/03/08

**Tamala Park Regional Council
Income Statement by Nature and Type
July 2007 through February 2008**

	<u>Jul '2007 - Feb 2008</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>Annual Budget</u>
Expenses				
Depreciation	0.00	-1,333.36	1,333.36	-2,000.00
Employee Costs	-144,728.52	-141,397.00	-3,331.52	-215,350.00
Insurance	-1,820.00	-2,700.00	880.00	-3,700.00
Materials & Contracts MTC	0.00	-800.00	800.00	-5,800.00
Materials & Contracts Other	-5,649.32	-83,490.00	77,840.68	-101,750.00
Other	-31,059.78	-84,000.00	52,940.22	-111,500.00
Professional/Consultant Fees	-35,880.00	-242,350.00	206,470.00	-357,000.00
Total Expenses	<u>-219,137.62</u>	<u>-556,070.36</u>	<u>336,932.74</u>	<u>-797,100.00</u>
Revenue				
Interest Earnings	750,712.45	702,688.00	48,024.45	1,055,090.00
Other Revenue	5,644.12			
Total Revenue	<u>756,356.57</u>	<u>702,688.00</u>	<u>53,668.57</u>	<u>1,055,090.00</u>
TOTAL	<u>537,218.95</u>	<u>146,617.64</u>	<u>390,601.31</u>	<u>257,990.00</u>

APPENDIX ITEM 9.2: Balance Sheet for the month ending 29 February 2008

9:25 AM
05/03/08

**Tamala Park Regional Council
Balance Sheet
As of February 29, 2008**

	<u>Feb 29, 2008</u>	<u>Jun 30, 2007</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Current/Savings			
A01100 · Cash at Bank			
A01101 · Unrestricted Municipal Bank	-1,752.55	2,417.32	-4,169.87
A01102 · Unrestricted Short Term Investm	81,909.82	132,289.67	-50,379.85
A01106 · Fixed Term Deposit_BankWest	16,990,107.23	16,542,280.67	447,826.56
Total A01100 · Cash at Bank	<u>17,070,264.50</u>	<u>16,676,987.66</u>	<u>393,276.84</u>
Total Current/Savings	17,070,264.50	16,676,987.66	393,276.84
Accounts Receivable			
A01120 · ACCOUNTS RECEIVABLE			
A011201 · Accrued Interest	0.00	2,969.34	-2,969.34
A01120 · ACCOUNTS RECEIVABLE - Other	5,489.06	0.00	5,489.06
Total A01120 · ACCOUNTS RECEIVABLE	<u>5,489.06</u>	<u>2,969.34</u>	<u>2,519.72</u>
Total Accounts Receivable	5,489.06	2,969.34	2,519.72
Other Current Assets			
A01105 · Petty Cash and Cash on Hand	30.00	0.00	30.00
A01180 · Accommodation Bond - CoS	1,000.00	0.00	1,000.00
Total Other Current Assets	<u>1,030.00</u>	<u>0.00</u>	<u>1,030.00</u>
Total Current Assets	17,076,783.56	16,679,957.00	396,826.56
Fixed Assets			
A0154 · Furniture & Equipment			
A01541 · Accumulated Depn - F&E	-83.00	-83.00	0.00
A01542 · At Cost			
E168200 · Additions - 2007-08			
E168203 · Computer Equipment	5,731.14	3,190.27	2,540.87
E168204 · Printers Photocopiers Scanners	6,821.73	0.00	6,821.73
E168205 · Furniture & Equipment	136.36	0.00	136.36
E168206 · Floor Coverings	2,050.00	0.00	2,050.00
Total E168200 · Additions - 2007-08	<u>14,739.23</u>	<u>3,190.27</u>	<u>11,548.96</u>
A01542 · At Cost - Other	3,190.27	0.00	3,190.27
Total A01542 · At Cost	<u>17,929.50</u>	<u>3,190.27</u>	<u>14,739.23</u>
Total A0154 · Furniture & Equipment	<u>17,846.50</u>	<u>3,107.27</u>	<u>14,739.23</u>
Total Fixed Assets	<u>17,846.50</u>	<u>3,107.27</u>	<u>14,739.23</u>
TOTAL ASSETS	<u>17,094,630.06</u>	<u>16,683,064.27</u>	<u>411,565.79</u>
LIABILITIES			
Current Liabilities			
Accounts Payable			

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**Tamala Park Regional Council
Balance Sheet
As of February 29, 2008**

	<u>Feb 29, 2008</u>	<u>Jun 30, 2007</u>	<u>\$ Change</u>
L01215 · SUNDRY CREDITORS	0.00	440.00	-440.00
Total Accounts Payable	0.00	440.00	-440.00
Other Current Liabilities			
2100 · Payroll Liabilities			
L2001 · PAYG Deductions	4,866.00	1,164.00	3,702.00
L2002 · Superannuation Contributions	38.62	0.00	38.62
Total 2100 · Payroll Liabilities	4,904.62	1,164.00	3,740.62
2200 · Tax Payable	-1,065.59	-1,693.68	628.09
L0122 · Employee Entitlements			
L01227 · Accrued Wages	0.00	4,581.87	-4,581.87
Total L0122 · Employee Entitlements	0.00	4,581.87	-4,581.87
L01229 · Prov for Audit Fees	0.00	5,000.00	-5,000.00
L2300 · Distrib Due to Participants			
L2301 · TVP Equity/Surplus Dist	0.00	10,000.00	-10,000.00
L2302 · CP Equity/Surplus Dist	0.00	10,000.00	-10,000.00
L2303 · TC Equity/Surplus Dist	0.00	10,000.00	-10,000.00
L2304 · CJ Equity/Surplus Dist	0.00	20,000.00	-20,000.00
L2305 · CW Equity/Surplus Dist	0.00	20,000.00	-20,000.00
L2306 · TV Equity/Surplus Dist	0.00	10,000.00	-10,000.00
L2307 · CS Equity/Surplus Dist	0.00	40,000.00	-40,000.00
Total L2300 · Distrib Due to Participants	0.00	120,000.00	-120,000.00
Total Other Current Liabilities	3,839.03	129,052.19	-125,213.16
Total Current Liabilities	3,839.03	129,492.19	-125,653.16
TOTAL LIABILITIES	<u>3,839.03</u>	<u>129,492.19</u>	<u>-125,653.16</u>
NET ASSETS	<u>17,090,791.03</u>	<u>16,553,572.08</u>	<u>537,218.95</u>
EQUITY			
3900 · *Retained Earnings	332,132.91	0.00	332,132.91
L019001 · TVP Contributed Equity	1,351,786.60	1,351,786.60	0.00
L019002 · CP Contributed Equity	1,351,786.60	1,351,786.60	0.00
L019003 · TC Contributed Equity	1,351,786.60	1,351,786.60	0.00
L019004 · CJ Contributed Equity	2,703,573.19	2,703,573.19	0.00
L019005 · CW Contributed Equity	2,703,573.19	2,703,573.19	0.00
L019006 · TV Contributed Equity	1,351,786.60	1,351,786.60	0.00
L019007 · CS Contributed Equity	5,407,146.39	5,407,146.39	0.00
Net Income	537,218.95	332,132.91	205,086.04
TOTAL EQUITY	<u>17,090,791.03</u>	<u>16,553,572.08</u>	<u>537,218.95</u>

APPENDIX ITEM 9.2: Monthly Statement of Financial Activity for the month ending 31 March 2008

**TAMALA PARK REGIONAL COUNCIL
MONTHLY STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2007 TO 31 MARCH 2008**

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Supplementary Information	
- Detailed Income Statement	
- Balance Sheet	

**TAMALA PARK REGIONAL COUNCIL
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2007 TO 31 MARCH 2008**

	NOTE	31 March 2007 Actual \$	31 March 2007 Y-T-D Budget \$	2007/08 Revised Budget \$	Variences Budget to Actual Y-T-D %
<u>Operating</u>					
Revenues/Sources					
Interest Earnings	1,2	768,691	702,688	1,055,089	9.39%
Other Revenue		5,644	0	0	155.00%
		<u>774,335</u>	<u>702,688</u>	<u>1,055,089</u>	
(Expenses)/(Applications)					
Employee Costs	1,2	(160,769)	(158,298)	(215,350)	1.56%
Professional/Consulting Fees		(35,880)	(268,100)	(357,000)	(86.62%)
Materials & Contracts		(10,098)	(62,515)	(75,750)	(83.85%)
Depreciation		0	(1,500)	(2,000)	(100.00%)
Insurance		(2,741)	(2,700)	(3,700)	1.52%
Other Expenditure		(31,840)	(84,000)	(117,300)	(62.10%)
		<u>(241,328)</u>	<u>(577,113)</u>	<u>(771,100)</u>	
<u>Adjustments for Non-Cash (Revenue) and Expenditure</u>					
Depreciation on Assets		0	1,500	2,000	(2000.00%)
<u>Capital Revenue and (Expenditure)</u>					
Purchase Furniture and Equipment	3	(17,865)	(26,000)	(26,000)	0.00%
Contributed Equity	6	(120,000)	(120,000)	(120,000)	0.00%
ADD Net Current Assets July 1 B/Fwd	7	16,670,465	16,676,987	16,676,987	(0.04%)
Net Current Assets Year to Date	7	<u>17,065,607</u>	<u>16,658,062</u>	<u>16,816,976</u>	

This statement is to be read in conjunction with the accompanying notes.

TAMALA PARK REGIONAL COUNCIL

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2007 TO 31 MARCH 2008

1. SIGNIFICANT ACCOUNTING POLICIES

The significant accounting policies which have been adopted in the preparation of this statement of financial activity are:

(a) Basis of Accounting

This statement has been prepared in accordance with applicable Australian Accounting Standards, other mandatory professional reporting requirements and the Local Government Act 1995 (as amended) and accompanying regulations (as amended).

(b) The Local Government Reporting Entity

All Funds through which the Council controls resources to carry on its functions have been included in this statement.

In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between Funds) have been eliminated.

(c) Rounding Off Figures

All figures shown in this statement, other than a rate in the dollar, are rounded to the nearest dollar.

(d) Rates, Grants, Donations and Other Contributions

Rates, grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions. Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.

(e) Goods and Services Tax

In accordance with recommended practice, revenues, expenses and assets capitalised are stated net of any GST recoverable. Receivables and payables are stated inclusive of applicable GST.

(f) Fixed Assets

Property, plant and equipment and infrastructure assets are brought to account at cost or fair value less, where applicable, any accumulated depreciation or amortisation and any accumulated impairment balances.

(g) Depreciation of Non-Current Assets

All non-current assets having a limited useful life are systematically depreciated over their useful lives in a manner which reflects the consumption of the future economic benefits embodied in those assets.

Depreciation is recognised on a straight-line basis, using rates which are reviewed each reporting period. Major depreciation periods are:

Furniture and Equipment	4 to 10 years
Plant and Equipment	5 to 15 years
Infrastructure	30 to 50 years

TAMALA PARK REGIONAL COUNCIL

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2007 TO 31 MARCH 2008

2. STATEMENT OF OBJECTIVE

The Regional Council has a specific regional purpose which is:

- a) To undertake, in accordance with the objectives, the rezoning, subdivision, development marketing and sale of land comprising the developable portion of Lot 118 Mindarie; 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).

The objectives of the Regional Council are:

- 1. To develop and improve the value of the land;
- 2. To maximise, and with prudent risk parameters, the financial return to the Participants;
- 3. To balance economic, social and environmental issues; and
- 4. To produce a quality development demonstrating the best urban design and development practice.

3. ACQUISITION OF ASSETS

The following assets have been acquired during the period under review:

By Program

	31 March 2007 Actual \$	2007/08 Revised Budget \$
Furniture and Equipment	17,865	26,000
	<u>17,865</u>	<u>26,000</u>

By Class

Furniture and Equipment	17,865	26,000
	<u>17,865</u>	<u>26,000</u>

4. DISPOSALS OF ASSETS

There has been no disposal of assets in the period under review. No assets have been budgeted for disposal in this financial year.

TAMALA PARK REGIONAL COUNCIL

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2007 TO 31 MARCH 2008

5. INFORMATION ON BORROWINGS

No borrowings have been made in the period under review. No borrowings are budgeted for the 2007-08 financial year.

6. CONTRIBUTED EQUITY

The amount of Contributed Equity is \$16,221,439 at 31 March 2008.

7. NET CURRENT ASSETS	31 March 2007 Actual \$	Brought Forward 1-Jul \$
Composition of Estimated Net Current Asset Position		
CURRENT ASSETS		
Cash - Unrestricted	17,064,097	16,676,988
Cash - Restricted	1,000	0
Receivables	5,489	4,663
Inventories	0	0
	<u>17,070,586</u>	<u>16,681,651</u>
LESS: CURRENT LIABILITIES		
Payables and Provisions	<u>(4,979)</u>	<u>(11,186)</u>
	17,065,607	16,670,465
Less: Cash - Restricted/Committed	<u>(1,000)</u>	<u>0</u>
NET CURRENT ASSET POSITION	<u><u>17,064,607</u></u>	<u><u>16,670,465</u></u>

APPENDIX ITEM 9.2: Income & Expenditure Statement by Program for the month ending 31 March 2008

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**Tamala Park Regional Council
Income Statement Budget Performance
July 2007 through March 2008**

	<u>Jul '2007 - Mar 2008</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>Annual Budget</u>
Income				
I03 · GENERAL PURPOSE FUNDING				
I032 · Other GPF				
I032020 · Contributions	5,489.06			
I032030 · Interest on Investment	768,691.27	702,688.00	66,003.27	1,055,090.00
Total I032 · Other GPF	774,180.33	702,688.00	71,492.33	1,055,090.00
Total I03 · GENERAL PURPOSE FUNDING	774,180.33	702,688.00	71,492.33	1,055,090.00
I14 · OTHER PROPERTY & SERVICES				
I145 · Administration				
I145010 · Reimbursements	155.06			
Total I145 · Administration	155.06			
Total I14 · OTHER PROPERTY & SERVICES	155.06			
Total Income	774,335.39	702,688.00	71,647.39	1,055,090.00
Gross Profit	774,335.39	702,688.00	71,647.39	1,055,090.00
Expense				
E04 · GOVERNANCE.				
E041 · Membership				
E041005 · Mayoral Allowance	0.00	9,000.00	-9,000.00	12,000.00
E041010 · Deputy Mayor Allowance	0.00	2,250.00	-2,250.00	3,000.00
E041015 · Elected Members Remuneration				
E041018 · Composite Allowance	30,729.00	68,250.00	-37,521.00	91,000.00
Total E041015 · Elected Members Remu	30,729.00	68,250.00	-37,521.00	91,000.00
E041020 · Conference Expenses	0.00	4,500.00	-4,500.00	4,500.00
E041030 · Other Costs	0.00			1,000.00
Total E041 · Membership	30,729.00	84,000.00	-53,271.00	111,500.00
Total E04 · GOVERNANCE.	30,729.00	84,000.00	-53,271.00	111,500.00
E14 · OTHER PROPERTY & SERVICES.				
E145 · Administration				
E145005 · Salaries - Basic Costs	140,776.91	138,747.00	2,029.91	190,299.00
E145007 · Salaries Occ. Superannuatio	13,075.49	12,449.00	626.49	17,089.00
E145009 · Salaries WALGS Superannu:	2,384.60	2,302.00	82.60	3,162.00
E145015 · Insurance W/comp.	4,176.00	3,600.00	576.00	3,600.00
E145019 · Staff Training & Dev.	436.36	1,200.00	-763.64	1,200.00
E145025 · Other Accom & Property Co:	4,197.45	19,000.00	-14,802.55	28,000.00
E145027 · Advertising General	0.00	3,200.00	-3,200.00	3,700.00
E145029 · Advertising Public/Statutory	3,494.55	5,600.00	-2,105.45	5,600.00
E145031 · Graphics Consumables	0.00	2,000.00	-2,000.00	2,000.00
E145033 · Photocopying	160.27			
E145037 · Postage, Courier & Freight	0.00	700.00	-700.00	1,000.00
E145041 · Signage/Decals	95.00			1,500.00
E145043 · Stationery	75.81	450.00	-374.19	600.00
E145045 · Other Admin Expenses	0.00	4,500.00	-4,500.00	6,000.00
E145047 · Office Telephones & Faxes	906.30			
E145053 · Bank Charges	246.08	225.00	21.08	300.00

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Tamala Park Regional Council
Income Statement Budget Performance
July 2007 through March 2008

	<u>Jul '2007 - Mar 2008</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>Annual Budget</u>
E145055 - Credit Charges	0.00	100.00	-100.00	100.00
E145057 - Audit Fees	0.00	5,500.00	-5,500.00	5,500.00
E145059 - Membership Fees	0.00	2,400.00	-2,400.00	2,400.00
E145061 - Legal Expenses	0.00	9,500.00	-9,500.00	10,000.00
E145063 - Conveyancing Expenses	0.00	500.00	-500.00	500.00
E145069 - Valuation Fees	0.00	24,000.00	-24,000.00	24,000.00
E145071 - Other Professional Fees	4,600.00	100.00	4,500.00	1,000.00
E145075 - Promotions	0.00	4,000.00	-4,000.00	4,000.00
E145077 - Business Hospitality Expens	50.45	3,000.00	-2,949.55	3,000.00
E145079 - Consultancy	28,930.00	237,000.00	-208,070.00	325,000.00
E145081 - Professional Retainer	0.00	1,500.00	-1,500.00	1,500.00
E145083 - Research	0.00	3,000.00	-3,000.00	3,000.00
E145087 - Computer Software Mtce	1,580.91	750.00	830.91	750.00
E145089 - Computer Software Purchas	0.00	1,600.00	-1,600.00	1,600.00
E145091 - Computer Sundries	247.50	200.00	47.50	200.00
E145092 - Data Communication Links	200.00			
E145093 - Internet Provider Costs	1,132.81	140.00	992.81	300.00
E145094 - Plant & Equipment Purchase	0.00			300.00
E145095 - Furniture & Equipment Purc	31.81	26,000.00	-25,968.19	26,000.00
E145101 - Consumable Stores	0.00	150.00	-150.00	200.00
E145105 - Publications & Brochures	0.00	200.00	-200.00	200.00
E145107 - Subscriptions	0.00	100.00	-100.00	100.00
E145111 - Plans	0.00	400.00	-400.00	400.00
E145113 - Emergency Services	500.00	800.00	-300.00	800.00
E145115 - Misc Services Expenses	0.00			2,000.00
E145117 - Electricity	640.00			
E145121 - Insurance - Public Liability	1,820.00	2,500.00	-680.00	2,500.00
E145123 - Insurance - Property (ISR)	0.00	200.00	-200.00	200.00
E145127 - Insurance - Other	840.55			1,000.00
E145204 - Fences/Walls (Sumps in Roa	0.00			1,000.00
E145205 - Recreation Reserves Mtce	0.00			2,000.00
E145222 - Depreciation Furniture	0.00	1,500.02	-1,500.02	2,000.00
Total E145 - Administration	210,598.85	519,113.02	-308,514.17	685,600.00
Total E14 - OTHER PROPERTY & SERVICES.	210,598.85	519,113.02	-308,514.17	685,600.00
Total Expense	241,327.85	603,113.02	-361,785.17	797,100.00
Net Income	533,007.54	99,574.98	433,432.56	257,990.00

APPENDIX ITEM 9.2: Income & Expenditure Statement by Nature and Type for the month ending 31 March 2008

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**Tamala Park Regional Council
Income Statement by Nature and Type
July 2007 through March 2008**

	<u>Jul '2007 - Mar 2008</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>Annual Budget</u>
Expenses				
Depreciation	0.00	-1,500.02	1,500.02	-2,000.00
Employee Costs	-160,769.36	-158,298.00	-2,471.36	-215,350.00
Insurance	-2,740.55	-2,700.00	-40.55	-3,700.00
Materials & Contracts MTC	0.00	-800.00	800.00	-5,800.00
Materials & Contracts Other	-10,097.65	-87,715.00	77,617.35	-101,750.00
Other	-31,840.29	-84,000.00	52,159.71	-111,500.00
Professional/Consultant Fees	-35,880.00	-268,100.00	232,220.00	-357,000.00
Total Expenses	<u>-241,327.85</u>	<u>-603,113.02</u>	<u>361,785.17</u>	<u>-797,100.00</u>
Revenue				
Interest Earnings	768,691.27	702,688.00	66,003.27	1,055,090.00
Other Revenue	5,644.12			
Total Revenue	<u>774,335.39</u>	<u>702,688.00</u>	<u>71,647.39</u>	<u>1,055,090.00</u>
TOTAL	<u>533,007.54</u>	<u>99,574.98</u>	<u>433,432.56</u>	<u>257,990.00</u>

APPENDIX ITEM 9.2: Balance Sheet for the month ending 31 March 2008

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03/04/08

**Tamala Park Regional Council
Balance Sheet
As of March 31, 2008**

	<u>Mar 31, 2008</u>	<u>Jun 30, 2007</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Current/Savings			
A01100 · Cash at Bank			
A01101 · Unrestricted Municipal Bank	934.38	2,417.32	-1,482.94
A01102 · Unrestricted Short Term Investm	73,025.76	132,289.67	-59,263.91
A01106 · Fixed Term Deposit_BankWest	16,990,107.23	16,542,280.67	447,826.56
Total A01100 · Cash at Bank	<u>17,064,067.37</u>	<u>16,676,987.66</u>	<u>387,079.71</u>
Total Current/Savings	17,064,067.37	16,676,987.66	387,079.71
Accounts Receivable			
A01120 · ACCOUNTS RECEIVABLE			
A011201 · Accrued Interest	0.00	2,969.34	-2,969.34
A01120 · ACCOUNTS RECEIVABLE - Other	5,489.06	0.00	5,489.06
Total A01120 · ACCOUNTS RECEIVABLE	<u>5,489.06</u>	<u>2,969.34</u>	<u>2,519.72</u>
Total Accounts Receivable	5,489.06	2,969.34	2,519.72
Other Current Assets			
A01105 · Petty Cash and Cash on Hand	30.00	0.00	30.00
A01180 · Accommodation Bond - CoS	1,000.00	0.00	1,000.00
Total Other Current Assets	<u>1,030.00</u>	<u>0.00</u>	<u>1,030.00</u>
Total Current Assets	17,070,586.43	16,679,957.00	390,629.43
Fixed Assets			
A0154 · Furniture & Equipment			
A01541 · Accumulated Depn - F&E	-83.00	-83.00	0.00
A01542 · At Cost			
E168200 · Additions - 2007-08			
E168203 · Computer Equipment	8,857.14	3,190.27	5,666.87
E168204 · Printers Photocopiers Scanners	6,821.73	0.00	6,821.73
E168205 · Furniture & Equipment	136.36	0.00	136.36
E168206 · Floor Coverings	2,050.00	0.00	2,050.00
Total E168200 · Additions - 2007-08	<u>17,865.23</u>	<u>3,190.27</u>	<u>14,674.96</u>
A01542 · At Cost - Other	3,190.27	0.00	3,190.27
Total A01542 · At Cost	<u>21,055.50</u>	<u>3,190.27</u>	<u>17,865.23</u>
Total A0154 · Furniture & Equipment	<u>20,972.50</u>	<u>3,107.27</u>	<u>17,865.23</u>
Total Fixed Assets	<u>20,972.50</u>	<u>3,107.27</u>	<u>17,865.23</u>
TOTAL ASSETS	<u>17,091,558.93</u>	<u>16,683,064.27</u>	<u>408,494.66</u>
LIABILITIES			
Current Liabilities			
Accounts Payable			
L01215 · SUNDRY CREDITORS	1,700.00	440.00	1,260.00
Total Accounts Payable	<u>1,700.00</u>	<u>440.00</u>	<u>1,260.00</u>
Other Current Liabilities			

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**Tamala Park Regional Council
Balance Sheet
As of March 31, 2008**

	<u>Mar 31, 2008</u>	<u>Jun 30, 2007</u>	<u>\$ Change</u>
2100 · Payroll Liabilities			
L2001 · PAYG Deductions	5,270.00	1,164.00	4,106.00
Total 2100 · Payroll Liabilities	<u>5,270.00</u>	<u>1,164.00</u>	<u>4,106.00</u>
2200 · Tax Payable	-1,990.69	-1,693.68	-297.01
L0122 · Employee Entitlements			
L01227 · Accrued Wages	0.00	4,581.87	-4,581.87
Total L0122 · Employee Entitlements	<u>0.00</u>	<u>4,581.87</u>	<u>-4,581.87</u>
L01229 · Prov for Audit Fees	0.00	5,000.00	-5,000.00
L2300 · Distrib Due to Participants			
L2301 · TVP Equity/Surplus Dist	0.00	10,000.00	-10,000.00
L2302 · CP Equity/Surplus Dist	0.00	10,000.00	-10,000.00
L2303 · TC Equity/Surplus Dist	0.00	10,000.00	-10,000.00
L2304 · CJ Equity/Surplus Dist	0.00	20,000.00	-20,000.00
L2305 · CW Equity/Surplus Dist	0.00	20,000.00	-20,000.00
L2306 · TV Equity/Surplus Dist	0.00	10,000.00	-10,000.00
L2307 · CS Equity/Surplus Dist	0.00	40,000.00	-40,000.00
Total L2300 · Distrib Due to Participants	<u>0.00</u>	<u>120,000.00</u>	<u>-120,000.00</u>
Total Other Current Liabilities	<u>3,279.31</u>	<u>129,052.19</u>	<u>-125,772.88</u>
Total Current Liabilities	<u>4,979.31</u>	<u>129,492.19</u>	<u>-124,512.88</u>
TOTAL LIABILITIES	<u>4,979.31</u>	<u>129,492.19</u>	<u>-124,512.88</u>
NET ASSETS	<u>17,086,579.62</u>	<u>16,553,572.08</u>	<u>533,007.54</u>
EQUITY			
3900 · *Retained Earnings	332,132.91	0.00	332,132.91
L019001 · TVP Contributed Equity	1,351,786.60	1,351,786.60	0.00
L019002 · CP Contributed Equity	1,351,786.60	1,351,786.60	0.00
L019003 · TC Contributed Equity	1,351,786.60	1,351,786.60	0.00
L019004 · CJ Contributed Equity	2,703,573.19	2,703,573.19	0.00
L019005 · CW Contributed Equity	2,703,573.19	2,703,573.19	0.00
L019006 · TV Contributed Equity	1,351,786.60	1,351,786.60	0.00
L019007 · CS Contributed Equity	5,407,146.39	5,407,146.39	0.00
Net Income	533,007.54	332,132.91	200,874.63
TOTAL EQUITY	<u>17,086,579.62</u>	<u>16,553,572.08</u>	<u>533,007.54</u>

APPENDIX ITEM 9.3: Cheque Detail for Month Ending 29 February 2008

1:55 PM
29/03/07

Tamala Park Regional Council
Cheque Detail
February 2008

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Cheque	61	04/02/2008	Westpac Bank	A01101 - Unrestricted Municipal Bank		-22.00
			Westpac	E145053 - Bank Charges	-13.00	13.00
			Westpac	E145053 - Bank Charges	-3.50	3.50
			Westpac	E145053 - Bank Charges	-5.50	5.50
TOTAL					-22.00	22.00
Bill Pmt -Cheque	Debit	07/02/2008	Withers, Simon	A01101 - Unrestricted Municipal Bank		-850.00
Bill		31/01/2008		E041018 - Composite Allowance	-850.00	850.00
TOTAL					-850.00	850.00
Bill Pmt -Cheque	Debit	07/02/2008	Jacob, Albert	A01101 - Unrestricted Municipal Bank		-850.00
Bill		31/01/2008		E041018 - Composite Allowance	-850.00	850.00
TOTAL					-850.00	850.00
Bill Pmt -Cheque	Debit	07/02/2008	Pickard, Troy	A01101 - Unrestricted Municipal Bank		-2,250.00
Bill		31/01/2008		E041018 - Composite Allowance	-2,250.00	2,500.00
TOTAL					-2,250.00	2,500.00
Bill Pmt -Cheque	Debit	07/02/2008	Collins, Paul	A01101 - Unrestricted Municipal Bank		-850.00
Bill		31/01/2008		E041018 - Composite Allowance	-850.00	850.00
TOTAL					-850.00	850.00
Bill Pmt -Cheque	62	07/02/2008	Italiano, John	A01101 - Unrestricted Municipal Bank		-850.00
Bill		31/01/2008		E041018 - Composite Allowance	-850.00	850.00
TOTAL					-850.00	850.00
Bill Pmt -Cheque	Debit	07/02/2008	Vaughan, Trevor	A01101 - Unrestricted Municipal Bank		-850.00
Bill		31/01/2008		E041018 - Composite Allowance	-850.00	850.00
TOTAL					-850.00	850.00
Bill Pmt -Cheque	Debit	07/02/2008	Roberts, Tracey	A01101 - Unrestricted Municipal Bank		-850.00
Bill		31/01/2008		E041018 - Composite Allowance	-850.00	1,037.50
TOTAL					-850.00	1,037.50
Bill Pmt -Cheque	55	07/02/2008	Evangel, Eleni	A01101 - Unrestricted Municipal Bank		-850.00
Bill		31/01/2008		E041018 - Composite Allowance	-850.00	850.00
TOTAL					-850.00	850.00
Bill Pmt -Cheque	56	07/02/2008	Stewart, Bill	A01101 - Unrestricted Municipal Bank		-850.00
Bill		31/01/2008		E041018 - Composite Allowance	-850.00	850.00
TOTAL					-850.00	850.00
Bill Pmt -Cheque	57	07/02/2008	Catania, Nick	A01101 - Unrestricted Municipal Bank		-850.00
Bill		31/01/2008		E041018 - Composite Allowance	-850.00	850.00
TOTAL					-850.00	850.00
Bill Pmt -Cheque	58	07/02/2008	Smithson, Bob	A01101 - Unrestricted Municipal Bank		-850.00
Bill		31/01/2008		E041018 - Composite Allowance	-850.00	850.00

Appendices TPRC Meeting of Council – 24 April 2008

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**Tamala Park Regional Council
Cheque Detail
February 2008**

Type	Num	Date	Name	Account	Paid Amount	Original Amount
TOTAL					-850.00	850.00
Bill Pmt -Cheque	Debit	07/02/2008	Michael, David	A01101 · Unrestricted Municipal Bank		-850.00
Bill		31/01/2008		E041018 · Composite Allowance	-850.00	850.00
TOTAL					-850.00	850.00
Bill Pmt -Cheque	Debit	07/02/2008	Roberts, Tracey	A01101 · Unrestricted Municipal Bank		-187.50
Bill		31/01/2008		E041018 · Composite Allowance	-187.50	1,037.50
TOTAL					-187.50	1,037.50
Bill Pmt -Cheque	Debit	07/02/2008	Pickard, Troy	A01101 · Unrestricted Municipal Bank		-250.00
Bill		31/01/2008		E041018 · Composite Allowance	-250.00	2,500.00
TOTAL					-250.00	2,500.00
Cheque	59	12/02/2008	City of Stirling	A01101 · Unrestricted Municipal Bank		-55.50
				E145077 · Business Hospitality Expenses	-50.45	50.45
				2200 · Tax Payable	-5.05	5.05
TOTAL					-55.50	55.50
Pay Cheque		14/02/2008	Kylie Brock	A01101 · Unrestricted Municipal Bank		-1,085.36
				E145005 · Salaries - Basic Costs	-1,287.36	1,287.36
				L2002 · Superannuation Contributions	115.86	-115.86
				L2001 · PAYG Deductions	202.00	-202.00
Liability Cheque		14/02/2008	WALGSP	L2002 · Superannuation Contributions	-115.86	652.39
TOTAL					-1,085.36	1,621.89
Pay Cheque		14/02/2008	Rod A Constantine	A01101 · Unrestricted Municipal Bank		0.00
				E145005 · Salaries - Basic Costs	-5,961.44	5,961.44
				L2002 · Superannuation Contributions	536.53	-536.53
				L2002 · Superannuation Contributions	5,961.44	-5,961.44
				2100 · Payroll Liabilities	119.23	-119.23
Liability Cheque		14/02/2008	WALGSP	2100 · Payroll Liabilities	-119.23	119.23
			WALGSP	L2002 · Superannuation Contributions	-536.53	652.39
TOTAL					0.00	115.86
Liability Cheque		14/02/2008	WALGSP	A01101 · Unrestricted Municipal Bank		-6,733.06
			WALGSP	L2002 · Superannuation Contributions	-5,961.44	5,961.44
Pay Cheque		14/02/2008		E145009 · Salaries WALGS Superannuation	-119.23	119.23
Pay Cheque		14/02/2008		E145007 · Salaries Occ. Superannuation	-115.86	115.86
Pay Cheque		14/02/2008		E145007 · Salaries Occ. Superannuation	-536.53	536.53
TOTAL					-6,733.06	6,733.06
Bill Pmt -Cheque	Debit	14/02/2008	Amcom	A01101 · Unrestricted Municipal Bank		-364.15
Bill	650821-670433	14/02/2008		E145093 · Internet Provider Costs	-135.45	135.45
				E145093 · Internet Provider Costs	-51.95	51.95
				E145093 · Internet Provider Costs	-71.82	71.82
				E145093 · Internet Provider Costs	-71.82	71.82
				2200 · Tax Payable	-33.11	33.11
TOTAL					-364.15	364.15
Bill Pmt -Cheque	Cheque 60	14/02/2008	City of Stirling	A01101 · Unrestricted Municipal Bank		-2,807.20
Bill	Invoice 1 February	14/02/2008		E145025 · Other Accom & Property Costs	-1,119.27	1,119.27
				E145117 · Electricity	-523.64	523.64
				A01180 · Accommodation Bond - CoS	-1,000.00	1,000.00

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**Tamala Park Regional Council
Cheque Detail
February 2008**

Type	Num	Date	Name	Account	Paid Amount	Original Amount
				2200 · Tax Payable	-164.29	164.29
TOTAL					-2,807.20	2,807.20
Bill Prnt -Cheque	Debit	14/02/2008	Dell	A01101 · Unrestricted Municipal Bank		-2,699.40
Bill	Online 20530249	14/02/2008		E145095 · Furniture & Equipment Purchase	-2,454.00	2,454.00
				2200 · Tax Payable	-245.40	245.40
TOTAL					-2,699.40	2,699.40
Bill Prnt -Cheque	Debit	14/02/2008	Haines Norton	A01101 · Unrestricted Municipal Bank		-440.00
Bill	Inv 2008-307017	14/02/2008		E145071 · Other Professional Fees	-400.00	400.00
				2200 · Tax Payable	-40.00	40.00
TOTAL					-440.00	440.00
Bill Prnt -Cheque	Debit	14/02/2008	Kyocera Mita	A01101 · Unrestricted Municipal Bank		-66.21
Bill	Inv: 2830082016	14/02/2008		E145033 · Photocopying	-60.19	60.19
				2200 · Tax Payable	-6.02	6.02
TOTAL					-66.21	66.21
Bill Prnt -Cheque	Debit	14/02/2008	R A Constantine	A01101 · Unrestricted Municipal Bank		-34.99
Bill	Target 3757006501	14/02/2008		E145095 · Furniture & Equipment Purchase	-31.81	31.81
				2200 · Tax Payable	-3.18	3.18
TOTAL					-34.99	34.99
Bill Prnt -Cheque	Debit	26/02/2008	Australian Taxation Office	A01101 · Unrestricted Municipal Bank		-3,805.00
Bill	December BAS	31/12/2007		L2001 · PAYG Deductions	-3,805.00	7,924.00
TOTAL					-3,805.00	7,924.00
Pay Cheque		28/02/2008	Kylie Brock	A01101 · Unrestricted Municipal Bank		-1,085.36
				E145005 · Salaries - Basic Costs	-1,287.36	1,287.36
				L2002 · Superannuation Contributions	115.86	-115.86
				L2001 · PAYG Deductions	202.00	-202.00
Liability Cheque	60	28/02/2008	WALGSP	L2002 · Superannuation Contributions	-115.86	652.39
TOTAL					-1,085.36	1,621.89
Pay Cheque		28/02/2008	Rod A Constantine	A01101 · Unrestricted Municipal Bank		0.00
				E145005 · Salaries - Basic Costs	-5,961.44	5,961.44
				L2002 · Superannuation Contributions	536.53	-536.53
				L2002 · Superannuation Contributions	5,961.44	-5,961.44
				2100 · Payroll Liabilities	119.23	-119.23
Liability Cheque	60	28/02/2008	WALGSP	2100 · Payroll Liabilities	-119.23	119.23
			WALGSP	L2002 · Superannuation Contributions	-536.53	652.39
TOTAL					0.00	115.86
Cheque	Cheque No61	28/02/2008	Petty Cash	A01101 · Unrestricted Municipal Bank		-30.00
				A01105 · Petty Cash and Cash on Hand	-30.00	30.00
TOTAL					-30.00	30.00
Liability Cheque	60	28/02/2008	WALGSP	A01101 · Unrestricted Municipal Bank		-6,733.06
			WALGSP	L2002 · Superannuation Contributions	-5,961.44	5,961.44
Pay Cheque		28/02/2008		E145009 · Salaries WALGS Superannuation	-119.23	119.23
Pay Cheque		28/02/2008		E145007 · Salaries Occ. Superannuation	-115.86	115.86
Pay Cheque		28/02/2008		E145007 · Salaries Occ. Superannuation	-536.53	536.53
TOTAL					-6,733.06	6,733.06

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**Tamala Park Regional Council
Cheque Detail
February 2008**

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Cheque	Debit	28/02/2008	Amcom	A01101 - Unrestricted Municipal Bank		-79.00
Bill	Inv 692227	28/02/2008		E145093 - Internet Provider Costs	-71.82	71.82
				2200 - Tax Payable	-7.18	7.18
TOTAL					-79.00	79.00
Bill Pmt -Cheque	Debit	28/02/2008	Koltasz Smith	A01101 - Unrestricted Municipal Bank		-2,475.00
Bill	Invoice 218205	28/02/2008		E145079 - Consultancy	-2,250.00	2,250.00
				2200 - Tax Payable	-225.00	225.00
TOTAL					-2,475.00	2,475.00
Bill Pmt -Cheque	Debit	28/02/2008	Telstra	A01101 - Unrestricted Municipal Bank		-97.36
Bill	A792 042 971-9	28/02/2008		E145047 - Office Telephones & Faxes	-88.51	88.51
				2200 - Tax Payable	-8.85	8.85
TOTAL					-97.36	97.36
Bill Pmt -Cheque	Debit	28/02/2008	R A Constantine	A01101 - Unrestricted Municipal Bank		-29.99
Bill	Officeworks Reimb	28/02/2008		E145043 - Stationery	-27.26	27.26
				2200 - Tax Payable	-2.73	2.73
TOTAL					-29.99	29.99

APPENDIX ITEM 9.3: Cheque Detail for Month Ending 31 March 2008

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**Tamala Park Regional Council
Cheque Detail
March 2008**

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Pay Cheque		13/03/2008	Kylie Brock	A01101 - Unrestricted Municipal Bank		-1,085.36
				E145005 - Salaries - Basic Costs	-1,287.36	1,287.36
				L2002 - Superannuation Contributions	115.86	-115.86
				L2001 - PAYG Deductions	202.00	-202.00
Liability Cheque		13/03/2008	WALGSP	L2002 - Superannuation Contributions	-115.86	691.01
TOTAL					-1,085.36	1,660.51
Pay Cheque		13/03/2008	Rod A Constantine	A01101 - Unrestricted Municipal Bank		0.00
				E145005 - Salaries - Basic Costs	-5,961.44	5,961.44
				L2002 - Superannuation Contributions	536.53	-536.53
				L2002 - Superannuation Contributions	5,961.44	-5,961.44
				2100 - Payroll Liabilities	119.23	-119.23
Liability Cheque		13/03/2008	WALGSP	2100 - Payroll Liabilities	-119.23	119.23
			WALGSP	L2002 - Superannuation Contributions	-536.53	691.01
Liability Cheque		27/03/2008	WALGSP	2100 - Payroll Liabilities	-80.61	119.23
			WALGSP	L2002 - Superannuation Contributions	-652.39	652.39
			WALGSP	L2002 - Superannuation Contributions	-652.39	652.39
TOTAL					-1,385.39	1,678.49
Liability Cheque		13/03/2008	WALGSP	A01101 - Unrestricted Municipal Bank		-6,771.68
			WALGSP	L2002 - Superannuation Contributions	-5,961.44	5,961.44
Pay Cheque		13/03/2008		E145009 - Salaries WALGS Superannuation	-119.23	119.23
Pay Cheque		13/03/2008		E145007 - Salaries Occ. Superannuation	-115.86	115.86
Pay Cheque		13/03/2008		E145007 - Salaries Occ. Superannuation	-536.53	536.53
TOTAL					-6,733.06	6,733.06
Pay Cheque		27/03/2008	Kylie Brock	A01101 - Unrestricted Municipal Bank		-1,085.36
				E145005 - Salaries - Basic Costs	-1,287.36	1,287.36
				L2002 - Superannuation Contributions	115.86	-115.86
				L2001 - PAYG Deductions	202.00	-202.00
Liability Cheque		27/03/2008	WALGSP	2100 - Payroll Liabilities	-38.62	119.23
TOTAL					-1,008.12	1,088.73
Pay Cheque		27/03/2008	Rod A Constantine	A01101 - Unrestricted Municipal Bank		0.00
				E145005 - Salaries - Basic Costs	-5,961.44	5,961.44
				E145007 - Salaries Occ. Superannuation	-536.53	536.53
				L2002 - Superannuation Contributions	536.53	-536.53
				L2002 - Superannuation Contributions	5,961.44	-5,961.44
				E145009 - Salaries WALGS Superannuation	-119.23	119.23
				2100 - Payroll Liabilities	119.23	-119.23
TOTAL					0.00	0.00
Liability Cheque		27/03/2008	WALGSP	A01101 - Unrestricted Municipal Bank		-5,733.06
			WALGSP	L2002 - Superannuation Contributions	-5,961.44	5,961.44
Pay Cheque		13/03/2008		E145009 - Salaries WALGS Superannuation	-199.84	119.23
Pay Cheque		27/03/2008		E145007 - Salaries Occ. Superannuation	-38.62	115.86
Pay Cheque		13/03/2008		E145007 - Salaries Occ. Superannuation	-533.16	536.53
				E145009 - Salaries WALGS Superannuation	-199.84	119.23
TOTAL					-6,932.90	6,852.29
Bill Prnt -Cheque	Debit	13/03/2008	LGIS Workcare	A01101 - Unrestricted Municipal Bank		-88.00
Bill	106210	13/03/2008		E145015 - Insurance W/comp.	-80.00	80.00
				2200 - Tax Payable	-8.00	8.00
TOTAL					-88.00	88.00
Bill Prnt -Cheque	Debit	13/03/2008	Telstra	A01101 - Unrestricted Municipal Bank		-289.81

Appendices TPRC Meeting of Council – 24 April 2008

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**Tamala Park Regional Council
Cheque Detail
March 2008**

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill	Dec07, Jan08, Mar	13/03/2008		E145047 - Office Telephones & Faxes	-73.50	73.50
				E145047 - Office Telephones & Faxes	-94.53	94.53
				E145047 - Office Telephones & Faxes	-95.25	95.25
				2200 - Tax Payable	-26.33	26.33
TOTAL					-289.61	289.61
Bill Pmt -Cheque	Debit	25/03/2008	LGIS Insurance Broking	A01101 - Unrestricted Municipal Bank		-924.60
Bill	136031	25/03/2008		E145127 - Insurance - Other	-258.63	258.63
				2200 - Tax Payable	-25.86	25.86
Bill	136032	25/03/2008		E145127 - Insurance - Other	-581.92	581.92
				2200 - Tax Payable	-58.19	58.19
TOTAL					-924.60	924.60
Bill Pmt -Cheque	Debit	27/03/2008	Amcom	A01101 - Unrestricted Municipal Bank		-79.00
Bill	Invoice 710788	27/03/2008		E145093 - Internet Provider Costs	-71.82	71.82
				2200 - Tax Payable	-7.18	7.18
TOTAL					-79.00	79.00
Bill Pmt -Cheque	Debit	27/03/2008	City of Stirling	A01101 - Unrestricted Municipal Bank		-8,305.00
Bill	Invoice 9468	27/03/2008		E145095 - Furniture & Equipment Purchase	-3,126.00	3,126.00
				E145092 - Data Communication Links	-200.00	200.00
				E145025 - Other Accom & Property Costs	-2,824.00	2,824.00
				E145087 - Computer Software Mlce	-1,100.00	1,100.00
				E145093 - Internet Provider Costs	-300.00	300.00
				2200 - Tax Payable	-755.00	755.00
TOTAL					-8,305.00	8,305.00
Bill Pmt -Cheque	Debit	27/03/2008	Kyocera Mita	A01101 - Unrestricted Municipal Bank		-88.35
Bill	Invoice 283009138	27/03/2008		E145033 - Photocopying	-80.32	80.32
				2200 - Tax Payable	-8.03	8.03
TOTAL					-88.35	88.35
Bill Pmt -Cheque	63	13/03/2008	City of Stirling	A01101 - Unrestricted Municipal Bank		-401.60
Bill	March 08 Invoice	13/03/2008		E145025 - Other Accom & Property Costs	-248.73	248.73
				E145117 - Electricity	-116.36	116.36
				2200 - Tax Payable	-36.51	36.51
TOTAL					-401.60	401.60
Cheque	65	31/03/2008	Westpac Bank	A01101 - Unrestricted Municipal Bank		-24.33
			Westpac	E145053 - Bank Charges	-13.00	13.00
			Westpac	E145053 - Bank Charges	-5.75	5.75
			Westpac	E145053 - Bank Charges	-5.50	5.50
			Westpac	E145053 - Bank Charges	-0.08	0.08
TOTAL					-24.33	24.33

APPENDIX ITEM 9.5: Tender Invitation & Brief for Structure Planning Lot 9504 and 10.8 hectares government land corner Neerabup Road and Mitchell Fwy



REQUEST FOR TENDERS

**FOR THE APPOINTMENT OF A
CONSULTANT FOR STRUCTURE PLANNING FOR AN URBAN
DEVELOPMENT OF 180 HECTARES (APPROXIMATELY)
AT TAMALA PARK, NEAR CLARKSON RAIL STATION**

TENDER/QUOTATION NUMBER: (18.121.624) - 1/2008

CONTACT DETAILS

Further assistance regarding this requirement may be obtained from:
Tamala Park Regional Council
Phone: 9245 1368
Email: mail@tamalapark.wa.gov.au

**LODGEMENT OF TENDERS/QUOTATION:
TENDERS MUST BE CONTAINED IN A PLAIN ENVELOPE MARKED AS FOLLOWS:**

TENDER NUMBER: (18.121.624) - 1/2008
FOR THE PROVISION OF CONSULTANCY SERVICES FOR STRUCTURE PLANNING
FOR PT LOT 9504 AND SURROUNDS AT TAMALA PARK
CLOSING DATE: 4.00PM, 1 MAY 2008

Tenders may be hand delivered (PREFERRED) or posted to:
Tamala Park Regional Council
Room 3 – Scarborough Civic Centre
173 Gildercliffe Street
SCARBOROUGH WA 6019

Tenders received after the time specified for closing will not be accepted.

This Request for Tenders is comprised of various parts:

- PART 1** General Information and Conditions for Tendering
- PART 2** The Brief
- PART 3** Form of Tender (Response Format)
- PART 4A** Annexure to AS4122-2000
- PART 4B** Special Conditions of Contract
- PART 5** Standards Australia *General Conditions of Contract for Engagement of Consultants* (AS4122-2000), separate document – respondents to obtain Standards Australia or association sources

NB: Only Part 3 of this request for tender document is to be completed and returned to Tamala Park Regional Council. The balance of documentation is to be retained by the respondent.

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REQUEST FOR TENDERS

**FOR THE APPOINTMENT OF A
CONSULTANT FOR STRUCTURE PLANNING FOR AN URBAN
DEVELOPMENT OF 180 HECTARES (APPROXIMATELY)
AT TAMALA PARK, NEAR CLARKSON RAIL STATION**

**TENDER/QUOTATION NUMBER: (18.121.624) - 1/2008
CLOSING 1 MAY 2008, 4PM**

PART 1

**GENERAL INFORMATION
and
CONDITIONS FOR TENDERING**

Request for Tenders

SCOPE OF INVITATION

1. The Tamala Park Regional Council (TPRC) invites suitably qualified consultants to submit Tenders on the **Form of Tender (Response Format)** for the provision of Consultancy Services for Structure Planning of Pt Lot 9504 and surrounding land at Tamala Park, as described in Part two (2) the **Brief**.

INTENT

- 1.1 The intent of this invitation is for the successful Tenderer(s) to provide Consultancy Services for Structure Planning of Pt Lot 9504 and surrounding land at Tamala Park for the TPRC, complete in every detail of the **Documents**.

AWARD OF CONTRACT

- 1.2 All contracts awarded by the TPRC shall be on the following basis:
 - Frequent reviews shall be performed to ensure the consultant(s) have, in the opinion of the TPRC, provided **satisfactory service**, and the quality of goods provided is not lower than that specified or the contract may be terminated. Reviews will be conducted at not less than **6 monthly intervals** from the commencement date of the contract to:
 - **Assess the performance** of the successful Tenderer(s) for conformity with:
 - The Conditions of Contract; and
 - The Brief and Contract Specification;
 - **Review the contracted rates** to ensure they continue to remain comparable or better than the "Perth Market".

TERMINATION OF CONTRACT

- 1.3 Either party can **terminate** the contract at a review time providing that not less than **60 days** notice in writing has been provided (other circumstances for termination of a contract are described in the **Conditions of Contract**).

RESPONSIBILITY OF TENDERER

- 1.4 It is the responsibility of each Tenderer to:
 - **Assess** the nature of the work required for the provision of the consultancy services required.
 - **Allocate adequate time** for achieving the objectives of the **Brief**.
 - **Schedule work to be complete** within nominated times.
 - **Appoint suitable personnel** to satisfactorily provide goods or services.
 - **Provide suitable equipment** to satisfactorily provide goods or services.
- 1.5 TPRC consultants may be excluded from consideration if any conflict of interest is considered to be excessive. During the term of the contract, the consultant(s) must make the TPRC aware of any additional engagement which might be deemed to constitute a conflict of interest in writing within one week of (and preferably prior to acceptance of the additional engagement). Where the conflict is deemed to be excessive, the consultant may be required to refuse the engagement or terminate their contract with the TPRC. Where a contract is terminated with the TPRC because of a conflict of interest, any work

Request for Tenders

or study in progress shall be required to be completed at no cost to the TPRC in lieu of notice, and any outstanding retainer payment shall be refunded to the TPRC.

COUNCIL'S CONTACT OFFICERS

2. Enquiries regarding this Tender invitation are to be directed to:

- Rod Constantine; or
- Kylie Jeffs

CONTACT WITH COUNCIL'S OFFICERS

2.1 To ensure consistency and fairness to all consultants the TPRC requires that all information communicated to a Tenderer be distributed equally to all.

COMMUNICATION

3. All requests for further information from Tenderers are to be communicated in writing either by mail or facsimile to Council's Contact Officer.

3.1 During the period from the date of the invitation to Tender until closure of the Tender no communication on any matter in relation to the Tender will be regarded as a communication on behalf of TPRC unless it is in writing or followed up in writing and is distributed to all Tenderers.

3.1.1 Tenderers are not to contact Council's Contact Officer during the period from closing date and time until TPRC has awarded the Contract.

3.2 Any attempt in the opinion of the TPRC by a Tenderer to influence the decision of the TPRC in a public forum, or privately with a Councillor or an employee will be treated as "Canvassing" (*refer also to Clause (3.4)*).

FURTHER INFORMATION AND CLARIFICATION

3.3 Should the TPRC require further information or clarification on any component of a Tender, an authorised Officer of the TPRC will make contact in writing.

CANVASSING OF COUNCILLORS AND STAFF

3.4 Unless specifically provided elsewhere in this invitation for Tenders, if the Tenderer personally or by agent:

- Canvasses any Councillor or Council employee; or
- Attempts directly or indirectly to provide further information relating to the Tender to any Councillor at any meeting of the Council or a Council Committee prior to the notification of the outcome of this Tender by the Council,

such Tender **WILL BE EXCLUDED** from being considered for acceptance.

COSTS OF TENDER

4. It is TPRC's intention in issuing this invitation to proceed to enter into a Contract. However, under no circumstances will TPRC make any payment to any party for any costs in relation to the Tender process whether such costs are incurred in preparing and submitting a Tender or otherwise.

Request for Tenders

TENDER DOCUMENTS

5. The Tender documents consist of the following parts:

PART 1 – GENERAL INFORMATION AND CONDITIONS FOR TENDERING

5.1 This part contains information about the Tender and Conditions for Submitting a Tender.

PART 2 – THE BRIEF

5.2 The detailed requirements of the TPRC concerning this invitation are described in Part 2 the **Brief**.

MINOR ADJUSTMENT TO BRIEF

5.2.1 The TPRC reserves the right, in consultation with the successful Tenderer, to make minor adjustments to the detailed Brief prior to commencement of the contract.

SUB-CONSULTANTS

5.2.2 Details of all proposed sub-consultants to be used during the Contract are to be included in the Tenderer's proposal attached to the **Form of Tender (Response Format)**.

PART 3 – FORM OF TENDER (RESPONSE FORMAT)

5.3 The **Form of Tender (Response Format)** is a most important part of the Tender documents. Part 3 contains sections, which **must be completed by Tenderers** and returned to the TPRC **Tender Box** as a submitted Tender including;

- Information required to be submitted with the Tender;
- Details of the Tenderer;
- The Form of Tender (Response Format);
- List of referees; and,
- Schedule of prices and rates.

PART 4A – AS 4122-2000 GENERAL CONDITIONS OF CONTRACT & ANNEXURE A & B

5.4 This part details the proposed agreement between TPRC and the successful Tenderer for the provision of Consultancy Services for Structure Planning for Pt Lot 9504 and Surrounds at Tamala Park. This part is a **separate document** and is to be read by all Tenderers prior to submitting a Tender. Copies of AS4122-2000 will not be supplied to Tenderers and should be obtained independently by Tender respondents.

PART 4B – SPECIAL CONDITIONS OF CONTRACT

5.5 This part details the Special Conditions of Contract between TPRC and the successful Tenderer for the contract for the Provision of Consultancy Services for Structure Planning for Pt Lot 9504 and Surrounds at Tamala Park.

CONDITIONS FOR TENDERING – GENERAL

6. All Tenders are to remain valid until TPRC makes a decision on awarding a Contract not accepting any Tenders or any other outcome.

Request for Tenders

CONFIDENTIALITY

- 6.1 The identity and number of consultants invited to Tender shall not be disclosed to any other party (subject to the *Freedom of Information Legislation*).
- 6.2 Following the opening of Tenders no information received shall be disclosed (subject to the *Freedom of Information Legislation*).

CORRECTING DETAILS – FORM OF TENDER

- 6.3 Details entered in the **Form of Tender** shall **not** be overwritten or "liquid paper" used to correct and/or make adjustments. All corrections and/or alterations to be made by a consultant shall be made in the following manner:
- Neatly cross out the figure (*details*) to be adjusted with a single diagonal line; and,
 - Write/type the figure (*details*) that is to be evaluated by the TPRC.
- 6.3.1 Each correction and/or alteration must be initialled by the firm's **authorised signatory** (eg *Owner, Principal, CEO or Director*).
- 6.3.2 Corrections and/or alterations not conforming to the above conditions will be considered as an Alternative Tender and evaluated accordingly.

VALIDATION OF TENDER

- 6.4 For a Tender to be considered a "Valid Tender" by the TPRC, the **Form of Tender** must be **Sealed** (with the Company's official Seal) **or** signed and witnessed by authorised company officers:
- Owner/Director; or
 - Principal; or
 - CEO; or
 - Company Secretary; or
 - Managing Director.

OWNERSHIP OF TENDERS

- 6.5 All documents, materials, articles and information submitted by a Tenderer, as part of or in support of a Tender shall become upon submission the absolute property of the TPRC. And will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer shall be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract. *The Tenderer owns the intellectual property rights to the Tender until it is accepted.*

PUBLIC OPENING

- 6.6 Tenders received in the **Tender Box** by the advertised closing time and date will be opened publicly. Members of the public are entitled to be present at Tender openings, *Local Government (Functions & General) Regulation 16(3)(b)*.
- 6.6.1 When Tenders are opened details of the Tenders (**other than the consideration sought in the Tender**) are to be immediately recorded in a register to be known as the Tender Register, *Local Government (Functions & General) Regulation 16(3)(c) and 17*.

Request for Tenders

- 6.7 The CEO is responsible for keeping the Tender Register and making it available for public inspections, *Local Government (Functions & General) Regulation 17(1)*. The Tender Register is to include for each invitation to Tender the amount of the consideration or a summary of the amount of the consideration sought in the Tender accepted by the local government, *Local Government (Functions & General) Regulation 17(3)*.
- 6.7.1 The TPRC will check the accuracy of the recording of Tendered details. Any anomalies found between the original details submitted (Form of Tender) and details recorded will be noted with a corrected version of the Register being created. The Tender Register will be available for public inspection within a reasonable time of the date/time of closing the Tender at the TPRC's premises.

WITHDRAWAL OF TENDERS

- 6.8 A Tenderer may withdraw a Tender at any time after the completion of 60 days from the Tender closing time and date unless otherwise agreed.

TENDERERS TO INFORM THEMSELVES

7. Tenderers by submitting a Tender are deemed to have:
- Examined and understood all Tender documentation and information made available and in writing for the purpose of Tendering.
 - Examined and understood all further information obtainable by making reasonable inquiries relevant to the risks, contingencies and other circumstances having an effect on their Tender.
 - Satisfied themselves that their Tender is correct and sufficient in every aspect including the Tendered rates.
- 7.1 Tendered rates are deemed to cover the cost of complying with all parts of the Tender documents and all matters relevant for the proper performance and completion of the Contract.
- 7.2 Tenderers are required to acquaint themselves with all conditions and matters relating to this Tender prior to preparing and/or submitting a Tender.
- 7.3 If a Tenderer has any doubts regarding the meaning of any portion of the Tender documents, then clarification should be sought in writing from TPRC via TPRC's Contact Officer prior to preparing and submitting a Tender.
- 7.4 Should there be any matter of principle or remaining doubt, which the Tenderer considers not adequately covered or described in the Tender documents then these matters should be addressed, signed and submitted as alternative Tender and attached to the Form of Tender.
- 7.5 The TPRC accepts no responsibility for any error made by a Tenderer.

TENDERED RATES

8. Tendered prices and rates are deemed to include ALL applicable profit margins, overheads, levies, duties, taxes, charges, disbursements, printing and travel.

ADDITION TO TENDERED RATES

Request for Tenders

- 8.1 Any additional charges not specifically stated in the submitted Tender will not be regarded or permitted as a charge against any transaction under any Agreement resulting from this invitation to Tender.

PRICE BASIS

- 8.2 The TPRC is to receive a lump sum quoted price, which will remain fixed for the duration of the Contract.

GOODS AND SERVICES TAXATION

- 8.3 In calculating the submitted rates Tenderers are deemed to have costed all relevant taxes into the prices the subject of the Contract unless specifically stated in the Form of Tender, with relevant cause for non-inclusion of relevant tax liabilities.

VARIATION TO TENDERED RATES

- 8.4 TPRC following the advertised closing time and date will not accept variations to the Tendered rates.

INCLUSION IN TENDERED RATES

- 8.5 Inclusion or an allowance is to be made by consultants in their Tendered rates for the following:

- Safety and Health - all requirements of WorkSafe (WA) Occupational Safety and Health Act 1984.
- Superannuation/long service leave.
- Employee superannuation.
- Portability of long service leave.
- All other employee costs and allowances.
- All union requirements, costs and allowances if applicable.

INSURANCE COVER

- Professional liability.
- General umbrella liability (*including public liability*) insurance covering all of a consultant's risk and Contract work insurance.
- Workers Compensation cover in accordance with WA legislation.

OVERTIME

- All allowances and costs necessary for all overtime, weekends, public holidays, rostered days off and staff leave.

SUBMITTING A TENDER

9. All Tenders to be eligible for evaluation are to be deposited in the **TENDER BOX** (before the advertised closing time), located in the Scarborough Civic Centre (Room 3), 173 Gildercliffe Street, Scarborough. Hours of business are 9.00am to 5.00pm Monday to Friday (public holidays excepted).

- 9.1 Tenders shall only be accepted for evaluation if submitted on the TPRC's Form of Tender of these TENDER documents (*also refer to "Alternative Tenders" clauses*).

Request for Tenders

ADDRESSING OFFER ENVELOPE

9.2 The envelope containing a Tender must be:

- Sealed;
- Clearly marked as follows:

Tenders **MUST** be enclosed in a plain envelope endorsed as follows:

**CHIEF EXECUTIVE OFFICER
TENDER NUMBER: (18.121.624) - 1/2008
FOR THE PROVISION OF CONSULTANCY SERVICES FOR
STRUCTURE PLANNING FOR PT LOT 9504 AND SURROUNDS AT TAMALA PARK
Tenders may be hand delivered or posted to:**

**Tender Box
Tamala Park Regional Council
Room 3 – Scarborough Civic Centre
173 Gildercliffe Street,
SCARBOROUGH WA 6019**

Tenderers are encouraged to
hand deliver Tender Documents

Electronically transmitted Tenders
will not be accepted for evaluation

- **CLOSING DATE: THURSDAY 1 MAY 2008 AT 4PM**
- **TENDER TO BE DEPOSITED IN THE *TENDER BOX BEFORE THE ABOVE CLOSING DATE/TIME.***

AUSTRALIA POST/COURIERS

9.3 Offers to be eligible for evaluation submitted via Australia Post/Couriers must be received by the TPRC **BEFORE** 3.55pm (WA Standard Time) on the advertised closing date in the Tender box. Envelopes/Courier satchels must be addressed as above.

FACSIMILE

9.4 The TPRC shall **NOT** accept Tenders submitted by facsimile or other electronic means, for evaluation.

RESPONSIBILITY FOR LODGING AN OFFER

9.5 The responsibility for submitting a Tender before the advertised closing time and date in the correct manner rests with the consultant.

SIGNED AND SEALED

9.6 All documentation submitted or attached to a Tender is to be signed by the consultant and/or common seal affixed.

LATE TENDERS

9.7 Tenders submitted after the advertised time and date for the closing of this Tender will be rejected.

- **THE TPRC WILL NOT ACCEPT OR EVALUATE LATE TENDERS UNDER ANY CIRCUMSTANCE.**

Request for Tenders

ALTERNATIVE TENDERS

10. The term "Alternative Tender" within this Tender document shall mean:

- Offers submitted and identified by a consultant as an Alternative Tender.
- Tenders submitted subject to conditions *differing* to those detailed in the Tender documents.
- Tenders **NOT** submitted using the TPRC's **Form of Tender**.

10.1 Submitted Alternative Tenders are to be fully described by a consultant separately on attachments to the **Form of Tender**.

10.2 The TPRC may in its absolute discretion accept or reject any part or parts of *any* alternative Tender.

10.3 The TPRC at its discretion may reject any Alternative Tender from being evaluated as *non-conforming*.

10.4 Alternative Tenders will only be considered after the evaluation of all compliant Tenders. An Alternative Tender may well provide the best overall outcome for the TPRC.

VARIATION TO CONDITIONS

10.5 If a Tender is submitted on any conditions that differ in any way from the conditions stated on this invitation the differences must be clearly stated on separate pages attached to the **Form of Tender**.

FIRMS STANDARD CONDITIONS OF CONTRACT

10.6 If a consultant includes their own standard conditions of trading, contract, purchasing or any similar, the conditions may, at TPRC's discretion:

- Be ignored.
- Be accepted by the TPRC as a requirement to vary the **Conditions of Contract**.
- Be disregarded as non-conforming.

10.7 The TPRC will regard the submission of a Tender as an acceptance of the adequacy and reasonableness of the Tender documents unless the submitted Tender specifically and clearly states the area considered unreasonable or inadequate as a separate attachment to the **Form of Tender**.

VARIATION TO BRIEF

10.8 The TPRC may consider a Tender, which purports to vary **the Brief** only if the Tender is accompanied by a full and accurate written description of the way in which **the Brief** is varied attached as a separate document to the **Form of Tender** and marked alternative Tender.

EVALUATION PROCESS AND SELECTION CRITERIA

11. All Tenders will be assessed as either being conforming or non-conforming with these **Conditions for Tendering**. Conforming Tenders will be evaluated upon the selection criteria (*as detailed below*) and the details provided in each Tender submission.

Request for Tenders

- 11.1 As part of the evaluation process the TPRC may require Tenderers to make a personal presentation at an interview or may contact Tenderers for further information if deemed necessary.

SELECTION CRITERIA

- 11.2 A weighted selection criteria system will be used as part of the Tender assessment process. A prime consideration will be that the Tender, in the TPRC's opinion, represents the best value for money.

11.2.1 The selection criteria includes the following:

- The **prices/rates** Tendered.
- Clearly demonstrates an understanding of the TPRC's requirements.
- Demonstrated **experience, capacity and resources** of the Tenderer in the administration of similar contracts.
- Qualifications and experience of the **Tenderer**.
- Demonstrated **financial capacity** of the Tenderer to undertake and complete the contract.
- Approach and **methodology** proposed.
- Appreciation of the tasks and the TPRC's **expectations**.
- Demonstrated ability to supply and deliver services within nominated **time frames**.
- Compliance with the **Brief**.
- Compliance with the **Conditions for Tendering** and submission of all required information (*as detailed in Part 3*).
- Tenderers preparedness to accept and comply with the **Conditions of Contract**.

- 11.3 The criterions identified above are not in any order and may not necessarily be given equal weight. Many factors including the responses given by Tenderers to the TPRC's requirements as detailed in the Tender documents shall contribute to the assessment of each criterion and evaluation of Tenders received. In considering received Tenders, TPRC may take into account any matter which is not prohibited by law and which TPRC reasonably considers to be relevant.

ACCEPTANCE OF TENDER

12. The TPRC is not bound to accept the lowest submitted Tendered sum or any Tender.

12.1 The right not to accept any of the submitted Tenders is reserved by TPRC.

IN HOUSE BID

- 12.2 This Tender is not subject to an "in-house" bid.

BASIS OF CONTRACT AWARD

- 12.3 A contract is anticipated being awarded by TPRC to a single Tenderer for all of the services listed in the **Form of Tender**. The TPRC, in awarding contracts from this Tender, reserve the right to award contracts to any number of Tenderers (Panel of Contractors).

12.3.1 The TPRC is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

Request for Tenders

NOTIFICATION

- 12.4 No Tender is to be deemed accepted until the TPRC has notified the successful consultant in writing.
- 12.5 All valid Tenders both successful and unsuccessful will be notified in writing by the TPRC of the Tender outcome within ten working days of the contract being awarded by the TPRC. Late Tenders will not receive any notification.

SIGNING THE CONTRACT

- 12.6 The Agreement is to be signed by the successful Tenderer within 5 working days from the date of TPRC's written notification.
- 12.6.1 The successful Tenderer shall provide copies of all indemnity requirements detailed in the Tender documents, prior to or at the same time as signing or sealing the *Formal Instrument of Agreement*.
- 12.7 Should the Agreement not be formally signed by the successful Tenderer within 5 working days TPRC may consider the Tender to be null and void at its discretion.

Request for Tenders

EXAMPLE ONLY

FORMAL INSTRUMENT OF AGREEMENT

THIS AGREEMENT made this _____ day of _____ Two Thousand and Eight.

BETWEEN ('the Consultant')

Trading as (*insert as applicable*) _____

of (*insert address*) _____

Ph: _____

Fax: _____

ACN: _____

ABN: _____

AND ('the Principal')

TAMALA PARK REGIONAL COUNCIL
Room 3 – Scarborough Civic Centre
173 Gildercliffe Street
SCARBOROUGH WA 6019
Ph: (08) 9245 1368

It is agreed that this FORMAL INSTRUMENT OF AGREEMENT and the documentation comprising Part 1, 2 & 3 (completed) of this document and other documents specified below shall together constitute the contract between the parties.

Other Documents: Letter of acceptance and purchase order

WITNESS that:

1. The Contractor has submitted an offer for the Provision of Consultancy Services for the Structure Planning of Land described herein as the Tamala Park Development for the Tamala Park Regional Council and that the:
 - Commencement date of contract is: _____ Date of signing of Agreement
 - Completion date of Agreement is: _____ 18 months from the signing of the Agreement or other such date (as may be agreed between the parties at the signing of this Agreement)
 - Contracted rates _____ Fixed for the Period of the Contract
2. The Tamala Park Regional Council has accepted the consultant's offer at the quoted values submitted subject to the conditions specified in this Agreement to the fair spirit intent and meaning of the Agreement.
3. The consultant agrees to provide consultancy services for the structure planning of the Tamala Park land for a fee of \$XXXX including GST as detailed on the Tamala Park Regional Council Purchase Order issued to the consultant during the period of the Agreement, in conformity with the detailed requirements and the conditions described herein.
4. The TPRC covenants with the consultant that it will pay in accordance with conditions of contract services supplied by the consultant where such goods or services are acceptable to the TPRC and of the quality described in the documents.

Request for Tenders

EXAMPLE ONLY

EXECUTED BY THE PARTIES

SIGNED BY:

CONSULTANT

IN THE PRESENCE OF:

WITNESS

OR

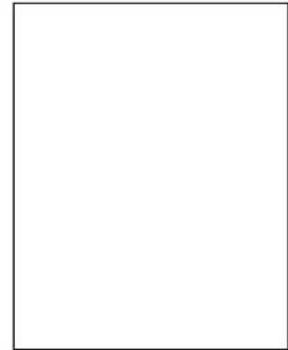
The Company **COMMON SEAL** was affixed in accordance with its Articles of Association pursuant to a resolution of the Board of Directors in the presence of:

Director:

Printed Name:

Director/Secretary:

Printed Name:



AND

BY THE TAMALA PARK REGIONAL COUNCIL:

Chairman

Chief Executive Officer

END OF PART 1



REQUEST FOR TENDERS

**FOR THE APPOINTMENT OF A
CONSULTANT FOR STRUCTURE PLANNING FOR AN URBAN
DEVELOPMENT OF 180 HECTARES (APPROXIMATELY)
AT TAMALA PARK, NEAR CLARKSON RAIL STATION**

**TENDER/QUOTATION NUMBER: (18.121.624) - 1/2008
CLOSING 1 MAY 2008, 4PM**

PART 2

THE BRIEF

Request for Tenders

INTRODUCTION

PROJECT PROPOSAL



Appendices and plans are featured on the CD contained with this tender document

1. The project is to prepare a Structure Plan for the urban development of approximately 180 hectares of land comprising Pt Lot 9504 and some adjacent land (approx 10.8 hectares) owned by State Agencies. The inclusion of the State land has been notionally agreed and is awaiting formal agreement.

The Tamala Park Regional Council (TPRC) has been formed by the 7 landowners of Lot 9504 Tamala Park. Those landowners are the Municipalities of Cambridge, Joondalup, Perth, Stirling, Victoria Park, Vincent and Wanneroo.

The Structure Planning is to be achieved in accordance with this Brief and in specific regard to the Purpose for which the TPRC was formed: namely;

- To develop and improve the value of the land;
- To maximise, within prudent risk parameters, the financial return to the participants;
- To balance economic, social and environmental issues; and
- To produce a quality development demonstrating the best urban design and development practice.

BACKGROUND

The land subject of this proposal is the land shown as the 'subject site' in the plan below:



Request for Tenders

2. Lot 9504 Mindarie is part of a larger parcel of 432 hectares (previously Lot 17 Mindarie) acquired by local governments in 1983.

Appendices and plans are featured on the CD contained with this tender document

The local governments which acquired Lot 17 Mindarie were:

- City of Stirling
- City of Wanneroo (now, after restructure, the City of Joondalup & City of Wanneroo)
- City of Perth (now, after restructure, the City of Perth and the Towns of Cambridge, Victoria Park & Vincent)

Plan 1

Original landholding – Lot 17 Mindarie (not included on CD)

Since acquisition, land has been provided for the road reserve of Connolly Drive and for part of Neerabup Road.

Following subdivision for road reserves, Lot 17 became Lot 118 Mindarie.

Plan 2

Lot 118 Mindarie – 432 hectares

In 2006, as part of a Negotiated Planning Solution (NPS) over Bush Forever policy, the landowners ceded 90 hectares of land to the WAPC forming Lot 9505 (the ceded portion) and Lot 9504 the residual portion.

A portion of Lot 9504 – 151.7 hectares is leased to the Mindarie Regional Council to operate a refuse landfill and the balance of land comprising 168 hectares is available for development.

Plan 3

Lot 9504 & 9505 showing part 9504 leased to MRC – also shows MRS zones

Under the Metropolitan Region Scheme (MRS) Lot 9504 is partially zoned *Regional Open Space*, part *Public Utility* and the balance *Urban* or *Deferred Urban*.

ESTABLISHMENT OF THE TAMALA PARK REGIONAL COUNCIL (TPRC)

3. In March 2006 the 7 local authority owners of Lots 9504 and 9505 established the TPRC for the purpose of coordinating the urban development of that portion of Lot 9504 zoned *Residential* and *Deferred Urban*.

The purpose, objectives and equity arrangements between the participants of the TPRC are set out in an Establishment Agreement approved by the Minister for Local Government.

Appendix 1

TPRC Establishment Agreement

PLANNING AUDIT – LOT 17 – TRANSITIONING TO LOT 118 – TRANSITIONING TO LOT 9505 & 9504 MINDARIE

4. This document traces the progressive planning for Lot 17 Mindarie through different planning initiatives and particularly the following:

- Corridor plan
- System 6 report
- North West Corridor Structure Plan 1992

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- MRS amendment 942/33A
- MRS amendment 992/33 (Clarkson/Butler)

Appendices and plans are featured on the CD contained with this tender document

The planning audit was prepared by Whelans in 1999.

[Appendix 2](#)
[Town Planning Audit, November 1999](#)

BUSH FOREVER POLICY

5. Bushplan – from 1996 proposed the incorporation of a large part of Lot 118 Mindarie as bushland.

[Plan 4](#)
[Bushplan 1996 Proposals for Lot 118 Mindarie](#)

Bush Forever (previously Bushplan) 1999 defined Bush Forever conservation areas 322, 323 and 383 affecting Lot 118 Mindarie.

Conservation area 323 reduced the component of already zoned *Urban* land west of Marmion Avenue from 60 hectares to 30 hectares.

[Plan 5](#)
[Bush Forever Plan 322](#)
[Bush Forever Plan 323](#)
[Bush Forever Plan 383](#)

NEGOTIATED PLANNING SOLUTION - LOCAL AUTHORITY OWNERS AND WAPC

6. In November 2006 a Negotiated Planning Solution (NPS) set out the terms of agreement defining land to be reserved under the Government Bush Forever policy. Key points of the agreement were:

West of Marmion Avenue

- 22 hectares of zoned Residential land to be given up free of cost;
- 10 hectares of zoned Residential land to be subject of a compensation payment to owners by WAPC;
- Residual developable land not to be subject to any further environmental assessment; and
- Public open space requirement for the residual developable land west of Marmion Avenue to be 5% only in recognition of an adjacent 90 hectares being ceded/transferred to the Crown Estate as public open space/Bush Forever

East of Marmion Avenue

- Land zoned POS under the MRS to be transferred to the Crown at a future time for normal compensation;
- As an alternative to payment of compensation for land transferred the local authority owners and the WAPC to consider exchange of nominated land as set out in the NPS;
- The local authority landowners to have priority rights to acquire certain land adjacent to Lot 9504 near the junction of Neerabup Road and the Mitchell Freeway;
- The WAPC to consider an adjustment to the boundary of public open space zonings if structure planning should define a more logical boundary for the POS/urban zone. The potential adjustment as defined on plans encompasses an area of 18 hectares.

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[Plan 6
Lot 118 Land Areas and Government Land
\(Areas 19 & 11\) covered by the 2006 NPS](#)

Appendices and plans are featured on the CD contained with this tender document

[Appendix 3
Negotiated Planning Solution Document and Plans 2006](#)

MINDARIE REGIONAL COUNCIL

7. The local authority owners are now participants of 2 Regional Councils:
- TPRC is concerned with the development of urban and deferred urban land; and
 - MRC is concerned with the operation of a waste management facility including a refuse landfill.

The MRC has a lease of land of 151 hectares of land expiring 2032. The MRC is required to maintain a buffer of 500m from any active landfill to any urban, commercial or industrial development. The required MRC buffer currently extends over the boundary of the MRC lease into and encompassing approximately 40 hectares of the *Urban Deferred* land to be developed by the TPRC.

Matters relevant to the Tamala Park urban development contained in the MRC lease are:

1. A provision that the local authority owners may require the MRC to manage its operation so that no buffer requirement affects the urban deferred land;
2. The MRC is to remediate the landfill following closure of landfill cells; and
3. Good neighbour provisions have been included in the MRC lease to effectively provide that the MRC and TPRC must work together to protect both of the 'businesses' operated by the local authority owners of Lot 9504.

[Appendix 4
Lease of Land to MRC](#)

FUTURE OF COMPLETED LANDFILL & WASTE MANAGEMENT FACILITY OPERATED BY MRC

8. MRC may complete landfill operations prior to 2032 (potentially prior to 2015).

MRC may continue use of part of the land for its administrative office, a transfer station and other refuse management related activities.

An area of 55.33 hectares of the total leased land will eventually be available for some form of leisure/recreation use. The land is not subject of Bush Forever reservation.

The proximity of the closed landfill to the Tamala Park urban development has been seen as a major opportunity for the provision of leisure/recreation or other services and will need to be considered in conjunction with the Structure Plan for the urban and deferred urban land within Lot 9504.

[Plan 7
Bush Forever Protection Area 323 – Defining an Excluded 55 hectares potentially
available for recreation/leisure use](#)

COASTAL CONSERVATION RESERVE

9. MRS Amendment 992/33 and MRS Amendment 942/33A have completed consolidation of a coastal conservation reserve of approximately 298 hectares between Mindarie Keys and

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Burns Beach. The coastal conservation reserve has a major impact upon the proposed Tamala Park development.

Appendices and plans are featured on the CD contained with this tender document

The City of Wanneroo has proposals for an extension of beachfront leisure facilities south of Mindarie Keys. The City of Joondalup has approved a major beachfront leisure facility at the north-western extremity of the Burns Beach development.

WAPC is committed to develop a management plan for the coastal conservation reserve in conjunction with the Department of Environment and the Department of Conversation and Land Management and with involvement of local stakeholders.

Major issues for the TPRC include:

- Interface of the residential land west of Marmion Avenue with the coastal conservation reserve;
- Access to beach facilities;
- Connection of Long Beach Promenade from Mindarie Keys to Marmion Avenue; and
- Access from the Tamala Park Development (TPD) west of Marmion Avenue to the Clarkson Commercial Centre and the Clarkson Rail & Bus Station.

Plan 8

[Coastal Conservation Reserve including Bush Forever Protection Area 322](#)

NEERABUP NATIONAL PARK

10. Part of Neerabup National Park lies west of the Mitchell Freeway and provides leisure opportunities for enjoyment of natural bushland preserved under the State Government Bush Forever policy.

Interface of the TPD along the southern border of land east of Connolly Drive provides unique opportunities to enjoy the natural bush setting and take advantage of bushland views.

PREVIOUS STRUCTURE PLAN 2000

11. A comprehensive Structure Plan was undertaken over the whole of Lot 118. The Structure Plan incorporated valuable information about the site and its potential. The Structure Plan was completed and supported by a financial feasibility analysis and was submitted to both the City of Wanneroo and the WAPC and received some advertising prior to being withdrawn as it coincided with the refinement stages of the WA State Government Bush Forever conservation plan and other planning policies.

[Appendix 5A](#)

[Planning Group Structure Plan, May 2000](#)

[Appendix 5B](#)

[Planning Group Feasibility Study, 2000](#)

PREVIOUS STRUCTURE PLAN 2006

12. Following the establishment of the TPRC in March 2006 a draft Structure Plan was prepared for a 30 hectare parcel of Residential zoned land west of Marmion Avenue to provide the possibility of an early start to land development. Once the draft was completed the issues associated with the provision of public facilities and transport and pedestrian movement and the general requirements of the City of Wanneroo Smart Growth Policy together with preliminary feedback on the draft plan suggested that structure planning should encompass

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the whole of the residential and deferred urban land under the control of the joint owner participants of the TPRC.

Appendices and plans are featured on the CD contained with this tender document

[Appendix 6
Whelans Structure Plan 2006](#)

ENQUIRY BY DESIGN WORKSHOP 2007

13. Following the draft Structure Plan 2006, an Enquiry by Design Workshop was conducted in January 2007. The facilitator for the Workshop was Estill & Associates (Linton Pike) supported by planning consultants Koltasz Smith (Larry Smith & Lee Rodda).

The Workshop included Government and community stakeholders together with landowners. Reported from the Workshop were produced and distributed to attendees. One of the reports was generated as the 'development brief' for the project. This report is entitled '*EBD Workshop Report Volume 1*' and contains essential information forming the nucleus of this development brief. Schedules reflecting strategies, values and priorities contained in this report have undergone some modification after consideration by the TPRC and are shown in Part 2, Section 17 of this tender invitation.

Respondents are encouraged to study the Enquiry by Design Workshop reports in detail as they contain the essential requirements that the TPRC is seeking in the form of outcomes from structure planning for the Tamala Park land.

[Plan 9
Conceptual Design Plan from EBD Workshop 2007
Conceptual Design Plan \(Emerging Themes\)](#)

[Appendix 7
EBD Workshop Reports Volume 1
EBD Workshop Reports Volume 2](#)

CITY OF WANNEROO

14. The subject land is located within the district of City of Wanneroo, just 700m north of the boundary of City of Joondalup.

The City of Joondalup and City of Wanneroo have communities of interest in common through the provision of regional services and the shared borders with the coastal conservation reserve and Neerabup National Park.

The Structure Plan will be assessed by the City of Wanneroo through the City of Wanneroo Smart Growth Strategy and Smart Growth assessment tool and the Structure Plan and proposals must have regard for the City of Wanneroo Smart Growth Strategy, the City of Wanneroo Strategic Plan and the City of Wanneroo District Planning Scheme.

City of Wanneroo smart growth is predicated upon the following 6 principles:

- Lifestyle and housing choice
- Effective use of land and infrastructure
- Long term health of the environment
- Identity, equity and inclusiveness
- Long term economic health
- People and government

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The City of Wanneroo Strategic Plan emphasises the following vision and mission statements:

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Vision

The City of Wanneroo, the centre for creative and sustainable growth, delivering strong, vibrant and connected communities.

Mission

Through strategic partnerships and effective leadership, we will provide spaces, places and services that:

- Build on our natural resources and cultural heritage
- Create distinct and vibrant village communities
- Enhance lifestyle choices
- Foster economic prosperity
- Encourage citizen and stakeholder participation in governance and development decisions

It is critical for respondents to note that the brief for structure planning for this project has been organised to coincide with the principles contained in the City of Wanneroo Smart Growth Strategy.

The City of Wanneroo District Planning Scheme No 2 sets out specific requirements in relation to Structure Plans. These requirements will need to be incorporated in the Structure Plan prepared for the TPRC.

[Appendix 8
Employment Policy](#)

[Appendix 9
City of Wanneroo Smart Growth Strategy](#)

[Appendix 10
City of Wanneroo Smart Growth Assessment Tool](#)

Web URL: City of Wanneroo District Planning Scheme No 2
<http://www.wanneroo.wa.gov.au/upload/Wanneroo-Internet/933B29FC1E214430A5C054E88E00C4BB.pdf>

Respondents should also refer to the following strategies available on the City of Wanneroo website:

- Community Development Strategy
- Economic Development Strategy
- Local Environment Strategy
- Local Housing Strategy

METROPOLITAN REGION SCHEME

15. In addition to the general provisions and zonings contained in the scheme specific reference must be made to Amendments 942/33A and MRS Amendment 992/33. MRS Amendment 942/33A created an urban zone of part of the TPD land west of Marmion Avenue.

MRS Amendment 992/33 – Clarkson/Butler

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Amendment 992/33 is important in reference to the following:

Appendices and plans are featured on the CD contained with this tender document

- The creation of a road reserve for Neerabup Road fixing the location of this major east/west distributor;
- Creation of deferred urban zoning for the TPD land east of Marmion Avenue and of adjacent State Government land. The deferred urban zoning is subject of conditions requiring:
 - A comprehensive flora study
 - A stiglobolitic fauna study
 - A prohibition to lifting the deferred urban zoning on any part of the land that is required as a buffer to satisfy licence conditions for the MRC to operate a refuse landfill on part Lot 9504 Mindarie
- Reports prepared in reference to the proposed amendment 992/33 and in particular:-
 - Neerabup Road study – WAPC 1997
 - Flora study – Alan Tingay & Associates 1999

[Appendix 11
Environmental Review – Alan Tingay & Associates, 1999](#)

[Appendix 12
Minister for Environment Statement 629, stipulating conditions relative to lifting deferred urban zoning](#)

STATE PLANNING POLICIES

16. There are a series of State planning policies and strategies which will be relevant to planning and provision of facilities within the TPD. It is expected that respondents will be familiar with established policies and strategies, which will include:
- *Network TPRC: Community Planning Strategy for Perth and Peel 2004* for positioning TPRC in juxtaposition with the Joondalup and Alkimos Regional important activity centres.
 - *Liveable Neighbourhoods: A Western Australian Government Sustainable Cities Initiative, Edition 3.*

A new planning policy has been prepared in draft relating to developer contributions for infrastructure. This policy sets out principles that will apply for the provision of infrastructure in new and established areas and builds on policies adopted by the WAPC 1997 – planning bulletin 18 *Developer Contributions for Infrastructure* and on draft model provisions for local government schemes – 2000, planning bulletin 41 *Draft Model Text Provisions for Development Contributions*.

Respondents are expected to become familiar with the current draft policy and, in particular, to factor the draft policy provisions into structure planning. The draft policy sets out formula for contributions and also allows for voluntary agreements to be made between developers and local authorities.

[Appendix 13
Draft State Planning Policy – Developer Contributions for Infrastructure](#)

[Appendix 14
Contributions to Community Infrastructure Report – Urban Development Institute of Australia \(WA Division\), WA Local Government Association, Department for Planning & Infrastructure, September 2006](#)

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THE BRIEF

APPROACH

17. This project is to embrace, within reasonable parameters, design, infrastructure solutions, environmental and sustainability issues through all stages of the project from concept planning to the completion of public infrastructure and public buildings, residential and mixed use buildings and promotion and support for social economic viability of the establishing community at TPRC.

Specific attention is to be given to the potential future use of the closed MRC landfill and a surrounding area comprising, in the aggregate, 57 hectares, which is not restricted by Bush Forever nor reserved for future Regional Open Space.

This area of land has the potential for a recreation/leisure or public utility use that integrates and compliments the proposed urban development at Tamala Park. The TPRC and MRC have agreed to a joint study on possible future uses for this land. It is expected that the study will proceed in the same time frame as structure planning and the structure planning will need to link to, and have regard for the outcomes of the study.

In addition to general concepts of Smart Growth the TPRC has explored a number of concepts that it will consider to distinguish the TPD as a best example of an urban development; subject to:

- Practical inclusion with secure technology;
- Practical inclusion from a time perspective;
- Practical inclusion from a project cost benefit analysis;
- Practical benefit from a long term estate cost benefit analysis; and
- Satisfying the TPRC of Wanneroo Smart Growth Policy.

These concepts include items such as:

- Provision of a 2.5 hectare solar roof grid as part of an energy generation project for the estate;
- Utilisation of part of the MRC completed landfill for a solar concentrator and other power generation to augment power generation for the TPD;
- Utilising power generated for estate projects such as LED lighting and street signage systems, a small electric tramway for estate people and goods movement with potential to connect the rail station through an east west greenway to Mindarie Keys;
- Estate water harvesting supported by engineered and natural storage systems, with some water treatment for secondary uses; and
- Commercial provision of conduits and optical fibre for entertainment and services provision including entertainment, and maintenance, medical, retail, shopping, security and other services consistent with the principles set down for the TPD.

Respondents should include in their responses comment on concepts that might satisfy criteria listed in paragraph 17 above and give identity and recognition for planning excellence to the TPD.

The Brief for structure planning is to have regard for the TPD brief volume 1, April 2007 document in total, which appears as Appendix 15 hereto.

Specific values and principles espoused in the TPD brief volume 1 April 2007 as amended by the TPRC in February 2008 follow the Smart Growth principles set out by City of Wanneroo under the following headings:

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- Lifestyle and housing choice
- Effective use of land and infrastructure
- Long term health of the environment
- Identity, equity and inclusiveness
- Long term economic health
- People and government

Appendices and plans are featured on the CD contained with this tender document

The principles are expanded to create context and indicate priorities in the schedules which follow with principles 1-6.

Appendix 15

[Tamala Park Development Brief Volume 1](#)
(This link is a duplicate of the link in Part 13)

Appendix 16

[Schedules - Principles 1 to 6 \(as amended\)](#)
Also contained in Part 13 of this written brief

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5.1 PRINCIPLE 1 : LIFESTYLE & HOUSING CHOICE						
SGS Strategies	Criterion	Value	Discussion	Principle	Primacy	
1a) Promote a range of lot sizes to cater for different lifestyle choices.	1.1 Provide for a range of densities to facilitate the development of a range of housing styles.	The provision of a broader range of housing types to better reflect the broader demographic and improve affordability.	The current pattern in housing development, particularly in the City of Wanneroo, clearly does not cater for the changes in lifestyle and household structure that have occurred within the community. The average size of Western Australian households has decreased over the last decade from 2.8 persons in 1991 to 2.6 in 2001 (ABS, 2001) together with a corresponding increase in smaller and single person households. Couple & dependent households are expected to comprise only 40% of future households with single parent families and non-dependent households comprising most of the balance. Additionally, approximately 30% of Western Australia's population will be seniors (aged 60 and over) by 2051, representing a need to respond and cater for these demographic forecasts. Additionally, there is a growing need to give greater consideration to rental occupation. Current housing provision is overtly biased to the 4x2 as a consequence of which single parent and non-dependent households are required to purchase / rent a level of housing well in excess of their needs or, worse still, are excluded from many urban locations. Current housing provision is also heavily oriented to owner occupation.	Through the mechanisms of the Structure Plan and subdivision processes, provide for a broad mix of densities and lot sizes that will facilitate construction of a more appropriate range of housing styles for both owner and rental occupation.	Mandatory	
	1.2 Better integrate housing styles so as to facilitate greater lifestyle choices.	The need to better integrate a range of housing styles into mainstream residential areas so as to facilitate greater lifestyle choices.	Current practices in provision of alternative housing forms through differing density tends to the isolation of higher density sites into enclaves separated from mainstream residential lots. The practice of isolation of higher density housing forms in turn leads to at least some level of social isolation and stigmatisation. Changing household structure over time together with changing lifestyle results in considerable housing mobility as needs change. Housing mobility requirements beyond the standard 4x2 have typically required re-location to often other suburban locations resulting in social dislocation.	Provide mixed density residential cells wherein group, townhouse and apartment sites of varying density are incorporated within the mainstream residential fabric.	Mandatory	
1b) Promote a range of (affordable) housing types in appropriate locations to meet current and future market demands.	1.3 Provide for housing stock that is adaptable over time to changes in household structure & size.	The provision of greater flexibility in lot and housing opportunities to facilitate life cycle housing and improved affordability.	Household mobility as a consequence of changing household structure while a boon to the real estate industry is highly wasteful of both land and materials resources and a significant contributor to global warming as consequence of the energy used in producing many mainstream building materials. The concept of life cycle housing seeks to enable flexibility in housing design by the addition or subtraction, as the case may be, of additional rooms as household size and structure changes with time. Accordingly, it also facilitates greater affordability through reducing the initial cost of housing construction, deferring the need for extra floorspace to later years. The concept of housing flexibility and life cycle housing was practiced in early periods of Perth's housing market but, largely as a consequence of the exit of architect involvement and the relatively low cost structures in the mass housing market, has been largely forgotten by the current project market.	Through the mechanisms of the Structure Plan process, facilitate opportunities for life cycle housing in concert with project builders and the architectural profession.	Desirable	

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PRINCIPLE 1 : LIFESTYLE & HOUSING CHOICE – cont'd						
SGS Strategies	Criterion	Value	Discussion	Principle	Primacy	
	1.4 Provide opportunities for inter-generational housing.	The provision of lot and housing opportunities for those housing market sectors which seek multiple generational accommodation.	The concept of inter-generational housing has wide application but is rarely considered in the mainstream housing market. The concept assumes the occupation of a single property of generations additional to the primary couple and dependent households. While frequently multi-generational occupation is associated with cultural and social norms, the concept is particularly relevant in the case of accommodating the elderly and the disabled within the broader family environment while maintaining the relative privacy of each generation.	Provide and identify lots suitable for inter-generational housing opportunities within the mainstream residential fabric.	Desirable	
	1.5 Provide greater opportunities and choice of housing for people with disabilities.	The opportunities for housing for people with disabilities is frequently limited to housing agencies, additional accommodation in the form of a granny flat or retrofitting of existing dwellings which provides only a partial solution, particularly in the case of the elderly.	The choices in housing available to people with disabilities are very limited. The range of housing choices can be significantly expanded at little additional cost by the adoption of the Universal Adaptability requiring all new dwellings to consider the primary structural elements of universal access in housing design and construction. Foremost amongst these is increasing the width of door frames within all dwellings to accommodate wheelchair access. The principle does not seek universal access to all dwellings but seeks to achieve a level of access in design and construction where conversion of any existing dwelling for wheelchair and disabled access becomes practical and feasible. The principle applies equally to housing of the aged within the community with home and community care support programmes.	Encourage Universal Adaptability in the design and construction of new dwellings.	Desirable	
	1.6 Evaluate alternative mechanisms for improving housing affordability.	The opportunities for improved affordability arising from alternative funding and ownership mechanisms need also to be investigated.	While better targeting of housing styles and choices will assist considerably in improving housing affordability, there still remains a need to investigate and evaluate other mechanisms that can assist in further improving housing affordability. Two principle mechanisms remain to be addressed being funding and ownership. Alternative funding mechanisms may include shared equity financing, community funding or rent / buy arrangements. Alternative ownership models may include greater use of strata titling techniques or community title as means of reducing in particular road and servicing costs.	Evaluate and incorporate as appropriate alternative methods of land ownership and housing funding so as to further improve overall housing affordability.	Mandatory	
1c) Provide a variety of quality lifestyle options.	1.7 Integrate the surrounding green spaces into the overall planning for Tamala Park having regard for regional recreational requirements.	The opportunity for development of significant recreational facilities utilising the significant areas of green space surrounding the site and the opportunity to create a "Kings Park of the North"	The North West Corridor is largely devoid of significant regional recreational facilities for both residents and visitors. The Tamala Park locality is well serviced by major transport routes and public transport which would support the development of a major regional recreational focus. Significant opportunities exist within the MRC site and foreshore reserves to plan and develop major recreational facilities, both public and commercial, to service the broader Corridor. The MRC site provides the opportunity to incorporate regional sporting and recreational / outdoor entertainment facilities, including the option of theme parks. The expansive foreshore reserves provide the opportunity to develop a "Kings Park of the North" in association with beach access and beachfront tourist facilities and attractions.	Engage with the MRC and WAPC to secure integrated planning for the future development of the MRC site and foreshore reserves with the object of developing a major recreational and tourist focus for the NW Corridor.	Mandatory	

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PRINCIPLE 1 : LIFESTYLE & HOUSING CHOICE – cont'd					
SGS Strategies	Criterion	Value	Discussion	Principle	Primacy
	1.8 Provide greater diversity and more innovative design in green spaces.	The design and location of green spaces needs to better reflect purpose and location and provide supporting amenities that promote a healthy lifestyle and generate a sense of local identity and community.	The planning and development of Green Spaces generally within residential estates has, of recent, tended to concentrate more on issues of "beautification" of an estate and particularly entry roads often to the exclusion of better located and planned open spaces that serve the residents. Additionally, concerns in respect of on-going maintenance costs have typically resulted in concentrations of open space to fewer, but larger areas of open space to the exclusion of local / corner parks. The location and design of open spaces needs to revert to community based parameters that encourage and support greater interaction at both a local and broader community level, and accordingly providing greater community safety and security, while also developing a greater sense of local identity and place. The provision of a greater variety of better targeted open spaces and parks does not need to impact on longer term maintenance considerations if those open spaces are well designed and incorporate materials choices that better suit their application and considerations of water management and on-going maintenance.	Provide a greater variety of well designed parks and open spaces that better suit the needs of residents and stimulate greater community interaction and a sense of place.	Mandatory

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5.2 PRINCIPLE 2 : EFFECTIVE USE OF LAND & INFRASTRUCTURE					
SGS Strategies	Criterion	Value	Discussion	Principle	Primacy
2a) Supporting commercial and residential developments that support community facilities, commercial facilities and public transport systems.	2.1 Develop a significant mixed use node based on the Clarkson Train Station.	The development of significant mixed use node within the eastern portion of the site based around the Clarkson Train Station offering enhanced employment and residential opportunities.	In addition to the Principles developed in Table 5.1 relative to housing and density, there is the opportunity to develop a mixed use centre based on and around the Clarkson Train Station. Planning within the adjoining Somerley Estate has provided for a higher density residential hub in the locale of the Terminal but little commercial or employment. The eastern portion of the Tamala Park site provides the opportunity to develop a commercial, employment and residential mixed use centre capitalising not only on the Train Station but also the broader regional locational characteristics of the site. The location comprises significant remnant vegetation and particularly Tuat woodland and requires innovative design approaches in order to achieve a retention of the remnant vegetation. Consideration will also need to given to cutting of Nesrolup Road, should it remain in this location, in order to maximise cross linkages between the site and the Terminal environs.	Expand on the opportunities presented by the Clarkson Transit Terminal through the development of mixed use commercial, employment and residential node in the eastern portion of the site, incorporating, as far as practical, retention of the remnant Tuat woodland vegetation and strong cross-linkages between the site and the Terminal environs.	Highly Desirable
	2.2 Consider more intensive home based business opportunities as an expansion of the Clarkson District Centre.	The positioning of the Clarkson District Centre to the immediate north of the site provides opportunities for location of expanded "home employment" opportunities in suitable areas such as the Clarkson Rail Station precinct east of Connolly Drive and areas along Nesrolup Road that may create a connection and synergy to the Clarkson Commercial Centre that may otherwise not be acceptable in a dominantly residential setting. Home employment that is solely resident focused might be encouraged throughout the development with support of appropriate guidelines.	The Clarkson District Centre comprises a significant retail and commercial node to the immediate north of the site. Though separated from Tamala Park by Nesrolup Road, the location of the Centre provides the opportunity to consider expanding the broader concept of the District Centre into the north-western portion of Tamala Park to provide locational opportunities for enterprises of a nature and scale not typically suited from a cost viewpoint to location within a conventional commercial area but of a scale beyond that acceptable within a predominantly residential area. Specifically, the opportunity may exist for an innovative "live / work" enclave for small businesses, trades and professionals in a residential based setting intensifying land use in the Tamala Park land adjacent to the Clarkson Station and Clarkson district centre precincts.	Expand on the opportunities presented by of the Clarkson District Centre through the development of a residentially based "live / work" enclave adjoining the District Centre.	Highly Desirable
2b) Optimising the use of infrastructure and assets.	2.3 Establish a major community node within Tamala Park.	Planning for Tamala Park needs to incorporate a substantive mixed use focus incorporating education, retail, community and cultural facilities.	Section 6 outlines design concepts for Tamala Park including the need for a strong east-west green link through the site, incorporating the District School. The school should be located at the north-eastern corner of the central part of the development at the junction of Nesrolup Road and Connolly Drive with part of the school precinct. Schools, public buildings, parking areas and movement systems should be designed for intense optimal use with consideration to obtaining maximum benefit from design that promotes security, energy generation, reuse and efficiency. The east-west link also provides the opportunity for developing a major focus to Tamala Park comprising retail, commercial, community and cultural spaces supported by higher density housing choices to create a thriving and vibrant core to the overall development.	As part of strong east – west green link, develop a major focal point to Tamala Park incorporating retail, commercial, educational and community facilities and services supported by higher density housing choices.	Highly Desirable

Appendices TPRC Meeting of Council – 24 April 2008

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	2.4 Adaptive use of community facilities.	The cost of provision and maintenance of Community facilities requires a more flexible, multi use approach.	<p>For maximum impact of transit oriented design and creation of the east-west link as a major pedestrian movement and recreation route, barriers created by the regional road system must be overcome. Public transport connecting east-west will support this outcome if the key issue of non-restricted movement to the Clarkson Rail Station can be achieved.</p> <p>Public and private investment, both capital and maintenance, in the provision of facilities to meet the broad spectrum of community and cultural interests is extensive and requires a more flexible approach to the provision of space for community, cultural and religious purposes.</p> <p>As with housing, there is a need to investigate design solutions that offer greater adaptability for changing community and cultural needs along with investigating alternative ownership options that offer flexibility in space requirements relative to changes in need over time.</p>	<p>Develop an overpass or underpass connection at Heerstrup Road to allow unrestricted movement from the TPD to the Clarkson Rail Station.</p> <p>Investigate alternative building forms for community and cultural facilities that provide greater flexibility and adaptability to changing community needs.</p>	<p>Mandatory</p> <p>Desirable</p>
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PRINCIPLE 2 : EFFECTIVE USE OF LAND & INFRASTRUCTURE – cont'd					
SGS Strategies	Criterion	Value	Discussion	Principle	Primacy
	2.5 Assess services and infrastructure on a whole of life basis to minimise on-going maintenance costs.	There is a need to evaluate the provision of services and infrastructure from a whole of life perspective to ensure that selection and evaluation processes fully consider longer term maintenance and replacement issues.	<p>The need to evaluate service and infrastructure provision on a whole of life basis has two dimensions. Firstly, there is the need to evaluate infrastructure from the perspective of whole of life costs to ensure that on-going maintenance requirements are not an undue financial burden relative to alternative approaches which though possibly having higher installation costs, have a lower on-going maintenance and replacement cost.</p> <p>Secondly, and becoming of increasing importance, consideration needs to be given to the infrastructure options that display longer term adaptability to more sustainable operations either through modification or expansion through improved technologies.</p>	<p>Investigate servicing and infrastructure choices on the basis of both whole of life costs and adaptability to longer term improvements to sustainability.</p>	Desirable
2c) Revitalising areas to meet changing community needs.			Not relevant to Tamala Park		
2d) Effectively planning for the development of future infrastructure. [Refer Note 2]	2.6 Build in flexibility to allow for emerging technologies and community needs.	Additional to the need for more adaptive approaches to community facility provision is the need to ensure that there is the capability within the infrastructure network to accommodate technological advances and new technologies.	<p>Principle 2.5 above addresses the need to evaluate infrastructure from the perspective of its adaptability to emerging sustainability technologies.</p> <p>Additionally, there is the need in design of the overall infrastructure and services network to make allowance emerging and new technologies that may have significant longer term benefits. Potentially, the greatest advances to technology are likely to be in the areas of communications, local power generation and water management.</p> <p>Planning for emerging technologies will have a number of dimensions from the simple provision of "space" within the network to the consideration of interim servicing arrangement pending availability and viability of improved technologies.</p> <p align="center">Refer Tables 5.1 & 5.3 for Values and Principles which also address this Strategy.</p>	<p>Ensure that the services and infrastructure network within Tamala Park is capable of accommodating and embracing significant new technologies.</p>	Mandatory
2e) Promoting urban design that is responsive to the needs of the community.					

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5.3 PRINCIPLE 3: LONG TERM HEALTH OF THE ENVIRONMENT						
SGS Strategies	Criterion	Value	Discussion	Principle	Primacy	
3a) Conserving and enhancing local biodiversity	3.1 Ensure an environmentally sensitive and responsive development that enhances biodiversity.	Minimising the disturbance to the natural environment through working with the landform and maximising the retention of natural site features and remnant vegetation through open spaces and innovative integration of vegetation into the developed form.	Recent subdivisional practice has resulted in extensive earthworks and retaining which results in large areas of natural vegetation being cleared to make way for housing and parks. This places an increasing strain on local biodiversity. The topography of Tamala Park is gently undulating with several high points that if integrated well, will maximise views to the coast and surrounds. The majority of surrounding urban developments now provide 'forward lots', providing flat building sites. While there are potential benefits to building of such practices, it is evident from observation of surrounding developments that the extensive use of retaining walls is having a significant adverse impact on the streetscape. It is considered preferable that earthworks minimise disturbance of those elements of the natural environment worthy of retention while maximising the characteristics of the landform where appropriate. Additionally the site contains many areas of existing remnant vegetation. Through innovative design, there is an opportunity to integrate areas of value into the urban development ensuring the retention of these natural features.	Earthworking of the site needs to be sensitive to the natural characteristics of the site environment, enhancing the landform and integrating appropriate areas of remnant vegetation into the future urban development.	Highly Desirable	
3b) Encourage community participation in local bushcare efforts	3.2 Encourage strong resident and visitor interaction with surrounding bush and parkland to build a sense of environmental identity that celebrates the location and natural attributes.	Facilitate engagement of the community in the planning, remediation and development of surrounding bush land areas so as to foster a strong sense of ownership and responsibility for the conservation and protection of the bush land.	The future community of Tamala Park will have a large influence on the use and appearance of surrounding bush land. Tamala Park borders major future regional open space to the south, Bush Forever sites to the west and the Neerabup National Park to the east, all of which should be integrated with future urban development. Opportunities exist to engage the community in respect to planning, any necessary remediation work associated with these surrounding bush land areas and in conserving / protecting the environmental quality. It is considered that, through the preservation and conservation of these areas, and more specifically community engagement and participation, that the location and its resident community will develop a sense of environmental identity.	Promote community involvement in the planning and management of local bushland and open space areas.	Highly Desirable	
3c) Promote more efficient use of water, energy and other resources. 3l) Developing integrated water management strategies to increase water efficiency	3.3 The development should seek high levels of self sustainability in respect of both water and energy consumption.	To minimise the Eco footprint of the development through reduced consumption of valuable natural resources by integrating responsible resource management in urban development, showing leadership in best practice water sensitive urban design and the use, recovery and re-cycling of water resources; alternative building materials and technologies and co-generation of power requirements.	It is widely recognised that resources must be used efficiently in achieving sustainability objectives, particularly water use. To date, water minimisation efforts can largely be considered to be "tinkering" around the edges, frequently substituting one resource (groundwater) for another more expensive resource (scheme water). There is a pressing need for more active water minimisation technologies and practices to be employed as the costs, direct and indirect financial and environmental, escalate. There are several methods that can be employed in minimising water use including dual / triple water systems, stormwater recovery, grey water / stormwater treatment and recirculation, and effective domestic on-site stormwater storage and re-use. Additionally, there is a need to employ at a broad scale water minimisation design incorporating include Xeriscape / water budget landscaping for private and public spaces, including the design of public open space areas, as well as commercial areas. Guidance for future landowners, should be provided through the promotion and implementation of Residential Landscaping Design Guidelines with incentives introduced to encourage water wise gardens. Responsible resource management also dictates the need to encourage the utilisation of alternative construction materials that have a lower energy demand in their production and are produced from resources that have demonstrated long term sustainability. There are a range of alternative, more sustainable building materials and technologies entering the market that not only reduce the overall Eco-footprint of the development, but also provide the opportunity for more innovative design and reduced construction times.	Minimise total water requirements for Tamala Park through the implementation of best practice water sensitive design, greywater and stormwater recovery and re-use systems and the application of Xeriscape landscape principles in all residential, commercial and public open spaces. Engage the architectural profession and project builders in the design and development of more sustainable housing utilising alternative and more sustainable building resources and technologies.	Mandatory	

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PRINCIPLE 3: LONG TERM HEALTH OF THE ENVIRONMENT – cont'd						
SGS Strategies	Criterion	Value	Discussion	Principle	Primacy	
			There is a need in this respect to again engage the architectural profession in concert with project home builders to develop more sustainable housing options that, in turn, will also better fit the landform and environment. Methane fuelled power generation from the MRC site provides the opportunity and basis upon which additional alternative energy sources can be developed over time so as to minimise the net power demand of Tamala Park. Solar power (photovoltaic) technologies are improving significantly and with wind provide opportunities for local co-generation of power to be fed back into the grid. Additionally, active and passive solar design should be provided to all new dwellings and any commercial buildings.	Minimise net power demand from Tamala Park through active co-generation technologies and the application of active and passive solar design in all construction.	Mandatory	
3d) Encouraging sustainable waste management options and improving resource recovery	3.4 Efficient management and minimisation of short and long term waste streams from the development.	The need to promote sustainable use of resources through resource recovery and re-use options together with the need to reduce the management costs and environmental impacts of the overall waste stream.	With a strong sustainability agenda adopted for the development of Tamala Park it is important to consider the use of resources and management of waste products as result of urban development. While various resource recovery methodologies are being employed by the MRC, there is a need to investigate and employ technologies that reduce the household waste stream and better manage the commercial waste stream, particularly during construction phases. Opportunities on-site re-use of domestic waste including worm farms / composting need to be integrated into residential design. Additionally, an integrated program with the MRC for on-site collection and recycling of building waste needs to be developed.	Engage the MRC to prepare a Local Waste Management Plan for Tamala Park providing for integration of on-site re-use of domestic waste into residential design and the on-site recovery and recycling of building waste.	Mandatory	
3e) Promote a variety of alternative transport choices to reduce energy consumption.	3.5 The provision of effective transport choices to reduce overall car dependency.	The need to reduce overall dependency on the private motor vehicle through a broad based approach addressing housing and employment choice and location and alternative forms of transport.	A continuing rapid expansion of suburbs within the City of Wanneroo, as well as a relatively low level of local employment, is leading to high private vehicle ownership and dependence within the City. While Tamala Park enjoys a strong transport links and infrastructure within the immediate surrounds of the site there is an increasing need to promote a variety of alternative transport choices, both at a local and regional level, reducing energy consumption. In the first instance, there is a need for the urban structure itself to reduce the need for movement outside of Tamala Park by the application of higher density housing choices at transit and community nodes; maximising local employment opportunities; developing a series of integrated and walkable neighbourhoods that are easy to navigate on foot or by bicycle and the provision of a safe and pleasant inter-connected pedestrian and cyclist network. Clearly, there will always remain a need for residents to move outside Tamala Park necessitating the provision of an effective public transport network within Tamala Park and investigation and encouragement through various incentive mechanisms of alternative transport options including communal vehicles and a community bus providing connections to local community and cultural nodes.	Provide a range of housing and employment choices to minimise the need for movement outside of Tamala Park. Provide a pleasant and integrated pedestrian and cyclist network linking integrated and walkable neighbourhoods. Investigate, implement and where appropriate provide incentives through the mechanism of the Structure Planning process for the provision of alternative local transport options.	Mandatory	
3g) Adoption of supported environmental and sustainability principles such as Green Star rating	3.6 Built development and place design that minimises material and energy requirements without	The need to express environmental responsibility and to ensure retention of social and economic value in	There is a world-wide movement to recognise and respond in a positive way to reduce energy availability and the impact of energy and material use within the environment.	Adopt guidelines such as Green Star ratings and a whole-of-life cost and energy assessments for all	Mandatory	

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of residential buildings and whole-of-life energy material and maintenance utilisation factors for assessment of the value of public infrastructure.	diminishing lifestyle and quality.	design and built form.	Commercial markets are responding by rating buildings and places according to their environmental values. Economic values are responding to these ratings. Greenfield sites such as Tamala Park can respond to modern standards and avoid retrofit of buildings and infrastructure that will be demanded by an energy and environmentally conscious community in the future. Long term costs can be minimised by adoption of appropriate principles. Cost reductions for utility provision and maintenance is a valid method of assisting affordable housing at Tamala Park.	design and built infrastructure.	
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5.4 PRINCIPLE 4: IDENTITY, EQUITY & INCLUSIVENESS					
SGS Strategies	Criterion	Value	Discussion	Principle	Primacy
4a) Valuing social and cultural diversity 4b) Encouraging social cohesiveness and civic participation. 4f) Encouraging and supporting equity for all community members.	4.1 Tamala Park should reflect and build on our cultural identity and integrate all cultures into the community.	To recognise and reflect the diversity of the current and forecasted demographics in all aspects of community development and neighbourhood design.	New trends in urban development have placed more emphasis on the importance of community and providing opportunities for residents to become involved in their neighbourhood. Civic participation can be encouraged through the development of a socially and culturally responsive environment, where all members of the community are engaged in the planning and development process. It is desirable in the context of the on-going planning of Tamala Park that a "community of interest" be developed as the primary point of engagement between the TPRC, the City of Wanneroo and prospective residents. 19.5% of people living within the City of Wanneroo speak other languages compared to 15.9% of the Perth Metropolitan Region. It is evident that the development must be responsive to the needs of other cultures, and in doing so, not segregating the demographic but rather promoting social cohesiveness.	Develop a "community of interest" to Tamala Park as an on-going mechanism for engaging members of the community in the decision making processes. Through the mechanisms of the structure plan process, provide community meeting places within each neighbourhood, encouraging interaction between all members of the community.	Desirable
4c) Encouraging interconnectedness between neighbourhoods.	4.2 A well defined, high quality, sustainable public realm consisting of a series of linked community hubs.	The need to provide an integrated urban environment that encourages local links between neighbourhoods and associated resources (e.g. community facilities, commercial uses, recreational facilities).	Considering the context of the Tamala Park site, it is important to integrate future development with the surrounding built form and existing infrastructure. It is recognised that future residents will use surrounding community and commercial facilities as well as existing transit nodes (Clarkson Train Station). Therefore, it is important to ensure safe and efficient linkages between Tamala Park and the surrounding area. At the local level, there should be a neighbourhood focus, with individual neighbourhoods built around activity centres, with efficient linkages between each. These linkages should cater for alternative modes of transport including cycling and walking.	Through the mechanisms of the structure planning process, provide safe and efficient linkages between existing and future neighbourhood centres and activity nodes.	Mandatory
4d) Promoting distinctive and attractive communities.	4.3 A development that has a sense of place and uniqueness based on the natural attributes and quality of the built form.	To create a sense of identity for the future community.	Table 5.3 identifies Principles for the Long Term Health of the Environment and more specifically, the need to work with the physical and floral attributes of the existing environment so as to develop a sense of identity and ownership of the environment within Tamala Park. These measures together with consideration of appropriate built form design guidelines for public places and spaces will generate a unique urban environment with a high level of housing choice. More importantly, the Values and Principles established within these Tables will serve to create an identity for Tamala Park unique within its regional setting.	Design guidelines should be developed to ensure a distinctive and well-defined built form for commercial, mixed use and residential precincts to support the leveraging of the development on the natural physical attributes of the site and surrounds.	Mandatory
4e) Promoting community safety.	4.4 To provide a safe and secure environment, including the design of urban neighbourhoods and road networks.	The need to provide safe urban environments for all members of the community to live, work and recreate in.	Crime prevention through environmental design (CPTED) is a multi-disciplinary approach to deterring criminal behavior. CPTED strategies rely upon the ability to influence offender decisions that precede criminal acts. Research into criminal behavior shows that the decision to offend or not to offend is more influenced by cues to the perceived risk of being caught than by cues to reward or ease of entry. Consistent with this research, CPTED based strategies emphasize enhancing the perceived risk of detection and apprehension. These strategies and principles are commonly integrated into design guidelines, and it is suggested that these principles be applied to the future development of Tamala Park to enhance community safety and security.	CPTED principles to be incorporated into the design and planning for Tamala Park.	Mandatory

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PRINCIPLE 4: IDENTITY, EQUITY & INCLUSIVENESS – cont'd						
SGS Strategies	Criterion	Value	Discussion	Principle	Primacy	
			Road safety is also an important consideration in promoting the overall agenda of community safety. Roads, particularly through their design, influence the perceived safety of road users, including motorists, cyclists and pedestrians. Marmion Avenue has been identified as a major constraint, especially for future east-west movement through the Tamala Park site. Currently, it acts as the major north-south route for the region, due to the Mitchell Freeway terminating at Hodges Drive (planned to be extended to Burns Beach Road by 2008). Ways in which to improve road safety as a result of this main arterial must be investigated so as to integrate the development (e.g. couplet) on both sides of Marmion Avenue. Nearabup Road and Connolly Drive present similar constraints though not as significant as Marmion Avenue.	Investigate and where appropriate implement options for reducing the impact of Marmion Avenue, Nearabup Road and Connolly Drive on the development site.		
4g) Promoting the conservation and appreciation of heritage sites	4.5 Recognise and conserve identified Aboriginal Heritage sites.	The need to protect recognised Aboriginal and European Heritage sites and educate people regarding their importance through interpretation and integration within the landscape.	There is a major Aboriginal Heritage site to the immediate south of Tamala Park, which is located between the subject site and the existing MRC site. Indigenous consultation would be desirable in the future planning for Tamala Park to integrate the site into the context of the broader environment as well as the opportunity for integration of interpretive facilities into the broader open spaces planning of the localities. No sites of European Heritage remain.	Investigate the possibilities to develop interpretative mechanisms and facilities in the appreciation of Aboriginal Heritage sites.		Desirable
4h) Promoting the provision of community facilities and services that meet the needs of the community	4.6 To provide community facilities and services that are integrated within the neighbourhood and are accessible to all members of the community.	The need to respond to the current trends and forecasted demographic in the provision of essential community facilities and services.	Table 5.2 has identified Principles for the provision and adaptability of community based facilities and Table 5.1 has identified the need for far greater choice in housing so as to provide a more socially cohesive community. The combination of these principles should result in greater housing access within Tamala Park for demographic groups frequently excluded by lack of opportunity within more mainstream developments. While these principles provide for the accommodation and inclusion of more marginalised groups into the community, they do not provide for the any care needs these or other groups may need. It is envisaged that Tamala Park can provide a model for more community based care of children, the aged and the disabled if for no other reason than by their integration into mainstream residential areas. Further, and with the assistance of relevant Government and Local Government Programs (eg IACC), opportunities may present for lower cost care programs to develop within the residential base itself rather than reliance upon Local / Government or business to provide relevant facilities.	Through the structure planning process provide opportunities for alternative models of care for children, the disabled and the aged to be provided within the residential base of Tamala Park.		Desirable

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5.5 PRINCIPLE 5: LONG TERM ECONOMIC HEALTH						
SGS Strategies	Criterion	Value	Discussion	Principle	Primacy	
5e) Building on local industry strengths and opportunities. 5f) Encouraging workforce participation and local employment placement.	5.1 Provision of home and local employment opportunities.	There is a compelling need to provide for and promote a broad range of local employment opportunities within Tamala Park to reduce overall car dependency and achieve greater sustainability on both a local and regional scale.	Approximately 75% of the resident workforce commutes outside of the City of Wanneroo to work resulting in significantly higher levels of vehicle ownership; significant demands on the transport and parking network and pressures on lifestyle choices as a consequence of often long commuting times. The underprovision of local employment opportunities also discriminates against those seeking part-time employment and places greater demand on services such as child care. Planning and housing design for Tamala Park needs to provide greater opportunities for both local and home based employment that has been the norm in developing areas. Table 5.2 has outlined Principles for the accommodation of live / work enterprises as an extension of the Clarkson District Centre along with broader mixed use opportunities based around the Clarkson Train Station. Additionally, Table 5.2 identifies local opportunities arising from local retail, commercial and community facility provision. Expansion of home based employment opportunities need also to be addressed through broadening of the range of acceptable activities; engagement with the project builders to include home employment areas within housing design and consideration of "as of right" home based enterprise principles.	Through the structure planning process, engagement of project builders, and principles for home-based employment.		Mandatory
5b) Promoting investment consistent with strategic vision.	5.2 Provide for the emerging business needs of the region.	The need to establish regional business networks that support primary and secondary industries within the region and consolidate future commercial growth.	In the long term, Nearabup will become the major strategic industrial area to service expected industrial land demand in the northwest region. A constraint to the future success of this industrial site is the current lack of a major east-west transport link. Nearabup Road is proposed to connect from Marmion Avenue through to Flynn Drive, which will act as the main east-west transport link. There is a need to seek the construction of Nearabup Road at an early date to facilitate east-west employment movements to enable existing and identified employment centres within and adjacent to Tamala Park to establish support networks that facilitate procurement and supply within the local region.	Engage the Government and Main Roads WA to bring forward the construction of Nearabup Road through to Flynn Drive to support the establishment of local employment opportunities.		Desirable
5c) Advocating the provision and enhancement of communications infrastructure.	5.3 An interconnected community providing residents and business owners / operators with leading high speed and reliable communications infrastructure.	The need to ensure provision and adaptability of modern communications systems and infrastructure to facilitate and promote the establishment of local business and employment.	In order for a community to transition into the new economy, certain critical elements need to be in place. Economic development within Tamala Park will be at a severe disadvantage if critical economic infrastructure is either lacking or inadequate. A range of services and technologies that provide consumers with high-speed data connections will be essential in encouraging and facilitating future employment and business development within Tamala Park.	Provide high level and flexible communications infrastructure to Tamala Park employment and business opportunities.		Mandatory
5d) Promoting business assistance and support networks.	5.4 Facilitate and encourage the early development of local business within Tamala Park.	To provide appropriate assistance and incentives for the development of small businesses and establish a local support network that allows for industry and professional development opportunities.	The Principles identified in Tables 5.2 and 5.5 provide a range of locational opportunities within Tamala Park for small to medium size businesses. Left to their own devices, the uptake of these opportunities is likely to occur at a pace slower than that of housing occupation. It is desirable that population and employment locate conjunctly so that the values of the broader approach outlined for Tamala Park are achieved from an early date. To this end it would be desirable to develop non-financial strategies and incentives for business to locate / relocate to Tamala Park.	Actively pursue and investigate non-financial strategies and incentives for commercial entities to locate / relocate in Tamala Park.		Desirable

Appendices TPRC Meeting of Council – 24 April 2008

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PRINCIPLE 5: LONG TERM ECONOMIC HEALTH – cont'd					
SGS Strategies	Criterion	Value	Discussion	Principle	Primacy
5e) Promoting lifelong learning and targeted industry training.	5.5 Facilitate opportunities for the community to develop skills to assist the future growth of local commercial areas.	To provide appropriate human resource support to commercial entities locating within Tamala Park.	The Principles identified in Tables 5.2 and 5.5 are likely to attract a broad range of commercial entities that, to varying levels will require human resource support. Additionally, Table 5.4 identifies Principles for establishing alternative, locally based care models for children, the aged and the disabled. It would be desirable to engage in partnership with local and regional training providers to identify and provide in space within Tamala Park relevant training and professional development regimes to support locating entities. Additionally, consideration should also be given to encouragement and enhancement of alternative work models, utilising the resources of those who seek or are only able to work on a part time basis.	Engage with local and regional training providers to map the future training requirements of the identified employment centres within Tamala Park.	Desirable
5g) By protecting and promoting agricultural and productive primary industries.			Not relevant to Tamala Park		

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5.6 PRINCIPLE 6: PEOPLE & GOVERNMENT					
SGS Strategies	Criterion	Value	Discussion	Principle	Primacy
6a) Promoting inclusive decision making.	6.1 Engage stakeholders and the community in the on-going planning and development of Tamala Park and its environs. 6.2 Engage the community in the planning and development of open spaces and community facilities.	There is a need to continue to engage stakeholders and the community in the on-going planning and development of Tamala Park both at structure planning level and subsequently in the design and development of public facilities and spaces.	The Enquiry By Design Workshop of January 2007 has demonstrated the value of engaging stakeholders and the community in the broader structure planning process. The January Workshop comprised primarily stakeholders from Government and Local Government. There is an need to extend the EBD process to also engage community and industry participants. The EBD process should also be extended during detail processes to incorporate the planning and development of public facilities and spaces so that they better reflect the needs of users.	Extend the EBD Workshop process during the structure planning process and design and development processes for public facilities and spaces so as to maximise the outcomes of the Principles identified for Tamala Park and extend ownership of the plans and proposals to the broader community.	Mandatory
6b) Encouraging partnerships that address the changing needs of the community.			Not relevant to Tamala Park		
6c) Creating a commitment to the future of the region.	6.3 Maximise the financial return to the TPRC members.	The returns from the development of Tamala Park will be a significant source of future investment income for the participant Local Authorities.	The development of Tamala Park will provide a significant source of revenue for the participating Local Authorities, enabling them to further invest in the future of their respective communities. It is therefore most important that the structure planning and development process maximise the return to the participants within the context of the TPRC Charter not only in gross terms but also temporally.	The overall and temporal return to TPRC Member Councils be maximised within the context of the TPRC Charter.	Mandatory
6d) Supporting the City's internal community, our staff.			Not relevant to Tamala Park		

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In general, Smart Growth principles and State planning policies, philosophies and guidelines and the expression of these policies in 'liveable neighbourhoods' should be taken into account in structure planning for Lot 9504.

Appendices and plans are featured on the CD contained with this tender document

Without derogating from the general requirement to have regard for the policies mentioned above, matters which have been identified for specific consideration or which present specific opportunities are as follows:

1. City of Wanneroo cycleways and crossings plan, 2002;
2. Interface with public open space and Bush Forever conservation areas;
3. Coordination of planning with the adjacent MRC operation;
4. Access to reserves, the Clarkson Commercial Centre and Clarkson Bus & Rail Station;
5. East/west access through the entire TPD connecting the beach as an amenity to the Clarkson Rail Station;
6. Possible future use of the whole or part of the closed MRC landfill for leisure, recreation or other community purpose;
7. Provision of schools;
8. Multi-use of facilities; and
9. Emphasis on transit-oriented design having regard for the proximity of the Clarkson rail and bus station and the surrounding arterial road barriers.

STUDIES IN PROGRESS

The TPRC has commissioned the following studies relative to **the Brief**. An update on progress of the studies will be provided at the briefing for tender respondents to be given on 14 April 2008 (see Part 2 (24 – The Matrix):

- Aboriginal Heritage Study (desktop study and preliminary archaeological and ethnographic consultations completed);
- Flora and fauna study to satisfy a condition of MRS 992/33; and
- Water balance study for the Tamala Park development commissioned CSIRO.

[Appendix 17
Aboriginal Heritage Study](#)

REQUIREMENTS

STRUCTURE PLAN

18. A Structure Plan that will reflect the requirements of **the Brief** and will fulfil the requirements of the TPRC, the City of Wanneroo and the WAPC with respect to statutory inclusions and the statutory approval process.

Implementation of the Plan must be practical and economically viable and be supported by implementation strategies.

In particular the Structure Plan is to address the principles and priorities referred to in **the Brief** – Part 2, Section 17.

A report setting out alternatives considered, rejected and the basis for preference of recommended alternatives. The Structure Plan should make particular reference to the following.

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COMMUNITY CONSULTATION STRATEGY

18.1 A Strategy and Plan is required to test community response to proposals and also to fulfil local planning and WAPC requirements. A website for community interaction is to be considered as part of the consultation process. The consultation is to include particular assessment of community support for design and proposals relating to energy and water conservation, energy production and conservation in building materials and design, transport and movement systems and initiatives for developing community identity and cohesiveness. The TPRC is to be involved in the development of the consultation program.

STAGING & TIMING

18.2 A staging and timing program including statutory approvals and for implementation of the Structure Plan. The staging and timing program should be capable of being monitored through a series of performance criteria.

A briefing of the TPRC will be required within one month of appointment of a respondent to outline the approach and staging proposed to complete the Structure Plan.

IMPLEMENTATION

18.3 A governance approach to provide for the best methods for implementation and approval of proposals including changes to existing laws, policies and guidelines of regulatory or support agencies in order to achieve the objectives of the Plan.

A Communication and Marketing Plan to promote a unique identity for the TPRC development and to promote the unique values of the development in the marketplace.

SUBMISSION OF REPORTS

19. Five (5) copies of the final reports and five (5) copies of all maps, plans, illustrations, 3D view cones to be provided demonstrating views from vantage points to the ocean to surrounding bushland features and south to the MRC completed landfill. An unbound master copy of the report is also required for further production as necessary. Electronic output of maps and text in both an Adobe and read-write format is also required and is to be provided in a format acceptable to the TPRC (to be pre-agreed with the TPRC).

The ownership and copyright of any information or material generated during the course of the study shall be vested in the TPRC. The consultancy, its employees and agents shall not use any information for any purpose other than for the Council and the assignment without prior written approval of the Council.

PROJECT MANAGEMENT

20. The TPRC will provide:

- Project support through the TPRC administrative office including directions and governance during the development of the Structure Plan.
- Project reference group (operation and composition yet to be determined) incorporating representatives of key stakeholder groups.

The TPRC requires the project to be completed within 18 months of appointment of the successful Tenderer.

Request for Tenders

FEES

21. The TPRC seeks offers for a project approached in a thorough manner and produced professionally. The fee for consultant services agreed between the TPRC and the consultants is to cover all costs associated with the project.

An hourly rate schedule for any supplementary work required in subsequent stages of the project is also to be provided (to be valid for 2 years from completion).

PAYMENT

22. The TPRC will pay the accepted fee in the form of progress payments. Consultants are requested to propose a payment schedule based on the completion of agreed milestones (to be specified). Such payment is on the proviso that an invoice detailing work completed certifies that all work has been satisfactorily completed.

CONDITIONS OF AGREEMENT

23. Formal monthly performance meetings will be held with the successful tenderer. The successful tenderer is required to arrange these meetings, and provide detailed monthly progress reports. The successful tenderer will also be required to take and distribute minutes.

Meetings, workshops and presentations will be required of the consultant team during the course of the project and the project team must allow for these within their submission. Frequency and details of requirements will be determined with the successful tenderer.

The TPRC reserves the right to amend or review the scope of work at any time.

If at any time the TPRC deems that the work is not suitable the TPRC reserves the right to cancel the contract.

MATRIX

24. A Tender matrix will be used to score Tender responses. Selection criteria are listed below:

- The prices/rates tendered.
- Clearly demonstrates an understanding of the TPRC's requirements.
- Demonstrated experience, capacity and resources of the Tenderer in the administration of similar Contracts.
- Qualifications and experience of the Tenderer.
- Demonstrated financial capacity of the Tenderer to undertake and complete the Contract.
- Approach and methodology proposed.
- Appreciation of the tasks and the TPRC's expectations.
- Demonstrated ability to supply and deliver services within nominated time frames.
- Compliance with the Brief.
- Compliance with the Conditions for Tendering and submission of all required information (as detailed in Part 3).
- Tenderers preparedness to accept and comply with the Conditions of Contract.

An evaluation matrix in the form below will be used as the evaluation criteria for Tender responses.

Request for Tenders

Description of Evaluation Criteria	Points Available	Weighting
Prices/rates Tendered	10	(not available pre-evaluation)
Approach & Methodology proposed	10	
Qualifications, experience and credibility of the Tenderer	10	
Appreciation of the Tasks required and of the TPRC expectations	10	
Demonstrated capacity to supply and deliver services within a nominated timeframe	10	
Demonstrated experience capacity and resources in the supply and administration of similar contracts	10	
Compliance with the requirements of the (invitation) to Tender and submission of all required information	10	
Preparedness to accept and comply with the provisions of contract	10	

The method of awarding points will not be disclosed to respondents. The allocation of points and the scoring within the evaluation matrix will be submitted to TPRC auditors Macri & Partners for independent certification that the process has passed relevant standards of probity.

Evaluation Process

1. Tender responses will be compiled into a matrix in reference to the essential requirements set out in paragraph 19 in Part 2.
2. An assessment of compliance with essential requirements will be undertaken by the TPRC office.
3. The compliance table and compliance assessment together with responses from prospective Tenderers will be made available to a Committee comprising the CEO of the TPRC, together with (some) CEO's or CEO nominees of participant Councils who will make recommendations in relation to Tender responses to the TPRC.
4. The "CEO Committee" may seek advice from officers employed by participant Councils.

Briefing for Potential Respondents on Respondents Requirements in Reference to the Structure Plan Brief

A briefing covering the Structure Plan documentation and general requirements will be held at the City of Stirling administration centre (Parmelia Room), 25 Cedric Street, Stirling on 14 April 2008.

Intending respondents will be able to ask questions relating to the documentation and project at the briefing. TPRC Council members may be present at the briefing.

END OF PART 2



REQUEST FOR TENDERS

**FOR THE APPOINTMENT OF A
CONSULTANT FOR STRUCTURE PLANNING FOR AN URBAN
DEVELOPMENT OF 180 HECTARES (APPROXIMATELY)
AT TAMALA PARK, NEAR CLARKSON RAIL STATION**

**TENDER/QUOTATION NUMBER: (18.121.624) - 1/2008
CLOSING 1 MAY 2008, 4PM**

PART 3

**FORM OF TENDER
Including the Response Format**

Request for Tenders

Tamala Park Regional Council
Room 3 – Scarborough Civic Centre
173 Gildercliffe Street
SCARBOROUGH WA 6019

FORM OF TENDER

1. The Form of Tender must be completed by the Tenderer and lodged in the TPRC's Tender Box as a submitted Tender. The Form of Tender comprises of the following pages 1 to 7 inclusive.

INFORMATION REQUIRED TO BE SUBMITTED WITH TENDERS

2. The following details must be included with Tenders:

The respondents:

- Approach to the project
- Assessment of essential elements in achieving project requirements
- Draft time and staging program for work
- Community consultation proposals
- Proposals for managing the project

ADDENDA

- 2.1 Acknowledgment of all addenda issued during the Tender period is to be submitted by Tenderers with their Tender.

FINANCIAL ABILITY AND RESOURCES

- 2.2 A statement detailing the financial ability and resources of the Tenderer is required to be submitted with their Tender.
 - Authorisation from the Tenderer for the TPRC to conduct inquiries with their bank or accountant may be included in the submitted Tender in lieu of a financial statement.

OTHER AGREEMENTS

- 2.3 Tenderers are to submit details on other Agreements, current or likely to commence during the course of this Agreement. Details shall include commencement and completion dates.

QUALIFICATIONS

- 2.4 Particulars of all employees intended being involved with the performance of the Agreement including:
 - Names;
 - Qualifications;
 - Details of experience and achievements in completing similar work; and
 - Years of service with the company.

QUALITY ASSURANCE

- 2.5 Tenderers are to submit details of status of their Quality Assurance systems, policies or procedures.

Request for Tenders

Does your organisation have any quality assurance or quality assurance systems? If so, state below:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If you propose to sub-contract does your sub-consultant have a "third party" quality management system in place?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Supply evidence or details of your quality assurance systems and where relevant, your sub-consultants, in an attachment.	Attachment provided?	
	Yes <input type="checkbox"/>	No <input type="checkbox"/>

2.6 Tenderers must submit with their Tender, a list of referees, contact names and phone numbers and past clients (other than the TPRC) for whom similar supplies have been satisfactorily provided.

Past Client	Referees	Contact Name	Contact Number

SCHEDULE OF RATES

2.7 The Tenderer is to submit on the **Form of Tender** a schedule of Hourly Rates.

SOLE TRADER OR SUBSIDIARY

2.8 The Tenderer is to disclose any affiliations with other companies in their submitted Tender including responses to the following:

- Is Tenderer a "Sole Trader"?
- Is the Tenderer a subsidiary of another company and if so provide details and name of the company?
- Is there a current association, or has there been an association in the previous 3 years with another business involved in the same or similar type of business as this invitation and if so provide details.

SUB-CONSULTANTS

2.9 Details of all sub-consultants proposed being used during the Agreement must be attached to the **Form of Tender**.

WORK PROGRAM

2.10 The Tenderer shall submit a program showing the following:

- Date for commencing the project;
- Detailed work program; and
- Completion Date.

Request for Tenders

DETAILS OF THE TENDERER

3. The details requested in this part are intended to enable the TPRC to assess the Tenderer's ability to supply the services the subject of this Tender, and to ensure that TPRC enters into an Agreement with the correct party in the correct way. The details provided shall form part of the Tender and contract and ONLY the relevant sections are required to be completed fully and accurately. Should there be insufficient space please attach required information and number all pages to this Schedule.

METHOD OF TRADING

Company <i>(Delete whichever is not applicable)</i>	YES / NO
Sole Trader <i>(Delete whichever is not applicable)</i>	YES / NO
Partnership <i>(Delete whichever is not applicable)</i>	YES / NO

DETAILS OF TENDERER

Registered Name of Company

.....

Trading Name of Company (if different to registered name)

.....
.....

Postal Address of Company

.....

Street Address of Company (if different to postal address)

.....

Details of Directors / Secretary

(Include full names, addresses, and position - i.e. director or secretary - and operational title - eg Managing Director, Chief Executive Officer - as applicable).

.....
.....
.....

SOLE TRADER

Last Name

Other Names

Request for Tenders

Telephone Number:..... Facsimile Number:

Mobile Phone Number:.....

Partnership

Partner 1

Surname

Given Names

Partner 2

Surname

Given Names

(Attach additional sheets if more than 2 parties are involved)

Trading Names *(if different to Partner's names)*

.....

Telephone Number:..... Facsimile Number:

Mobile Phone Number:.....

Communications

Phone number for orders Normal Hours	
Facsimile	
Mobile Phone	
Phone number for orders After Hours	

Number of Years in Business

How many years has the Tenderer been in business under its present business name?

.....

Other Business/Financial Interests

In what other types of business has the Tenderer a financial interest?

.....

.....

.....

.....

Request for Tenders

I/We acknowledge by the signing and/or sealing and submitting this **Form of Tender** that all details required to be provided by the consultant not endorsed on or attached to this Tender, may be rejected without the merits of the Tender being considered.

This Tender is to remain open for acceptance by the TPRC until a contract has been awarded, or until the consultant provides notice that the Tender has been withdrawn.

Until the contract is prepared and executed, this document together with your written acceptance thereof, is to constitute a binding agreement between us.

I/We understand the TPRC is not bound to accept the lowest or any Tender, and will not pay any expenses incurred by me/us in the preparation and submission of this Tender.

I/We will, **within five (5) days from the date of notification** of acceptance of this Tender, execute a contract with the TPRC in the terms contained within the Tender documents.

I/We having examined all the Tender documents including addenda supplied for the purpose of quoting, hereby agree to provide Consultancy Services for Structure Planning for Pt Lot 9504 and Surrounds at Tamala Park, Tender No: (18.121.624) - 1/2008.

I/We acknowledge that the Tenderer is to supply, and deliver **ALL** materials, machinery, equipment, and labour as necessary for the contract for the provision of Consultancy Services for the Structure Planning for Pt Lot 9504 and Surrounds at Tamala Park for the **Tamala Park Regional Council** and at rates listed below:

FIXED LUMP SUM PRICE BREAKDOWN
(PRICES ARE TO INCLUDE GST)

DESCRIPTION OF WORK (AS PER THE BRIEF)	(INC GST)
Please submit a breakdown of costs and payment schedule (based on completion of key milestones)	
	\$
	\$
	\$
	\$
TOTAL FIXED LUMP SUM PRICE (INC GST)	\$

TENDERED HOURLY RATES FOR SUPPLEMENTARY WORKS
(PRICES ARE TO INCLUDE GST)

POSITION TITLE	HOURLY RATE (GST INC)
	\$
	\$
	\$
	\$

Request for Tenders

NOTE:

- Tenderers are to ensure that corrections and/or alterations made to the above Schedule of Rates conform to the requirement of the **Conditions for Tendering**.
- The definition for "Alternative Tender" is contained in the **Conditions for Tendering**.

Items exempt goods and services tax

.....

.....

COMPLIANCE WITH CONDITIONS OF CONTRACT

Consultants/contractors are required to indicate their agreement to comply with the Contractual Conditions of this Request for Tender.

The Contractual Conditions of this Request for Tender are hereby agreed and understood. Strike out the response, which is not applicable:

YES / NO

If "NO", please provide further details in the table provided.

Clause Reference Number	Contractual Condition	Comments

SETTLEMENT DISCOUNT

The% discount from invoiced amounts for payments made within days.

CHECK LIST FOR TENDERERS

To assist in submitting a complete and valid Tender, the following checklist is provided.

- Have submitted all information required by the Tamala Park Regional Council.
- Have adequately addressed each part of the **Selection Criteria**.
- Have read and understood the **Brief**.
- Have completed this **Form of Tender**, cross-referenced and attached any schedules or additional information.
- Have read and understood the proposed **CONTRACT and Conditions of Contract**
- Has an authorised representative of the consultant signed the **Form of Tender** and all attachments.
- Have fully described any alternatives to the Tender documents, signed and attached these separately to the **Form of Tender**.
- Have submitted in accordance with directions provided in the **Conditions for Tendering and the Form of Tender**.

Request for Tenders

Name of TENDERER

_____ Phone: _____

Print Contact Name: _____ Facsimile No: _____

Mobile Phone No: _____

Dated this day of 2008

A.B.N _____

AUTHORISED SIGNATURE

Printed Name: _____

Position Held (Title - Must be *Owner, Principal, CEO or Director for a Tender to be valid*)

Signature of Witness: _____

Date: _____

OR

The Company COMMON SEAL was affixed in accordance with its Articles of Association pursuant to a resolution of the Board of Directors in the presence of

Director

Printed Name: _____

Director/Secretary

Printed Name: _____



END PART 3



REQUEST FOR TENDERS

**FOR THE APPOINTMENT OF A
CONSULTANT FOR STRUCTURE PLANNING FOR AN URBAN
DEVELOPMENT OF 180 HECTARES (APPROXIMATELY)
AT TAMALA PARK, NEAR CLARKSON RAIL STATION**

**TENDER/QUOTATION NUMBER: (18.121.624) - 1/2008
CLOSING 1 MAY 2008, 4PM**

PART 4A – AS4122-2000

**AUSTRALIAN STANDARD GENERAL CONDITIONS OF
CONTRACT FOR APPOINTMENT OF CONSULTANTS
AND ANNEXURES**

Request for Tenders

AS4122-2000 AND ANNEXURES

- 1 This part details the Australian Standard *General Conditions of Contract for Engagement of Consultants* (AS4122-2000) and Special Conditions between Tamala Park Regional Council and the successful Tenderer awarded the agreement for the provision of Consulting Services for Structure Planning for Pt Lot 9504 and Surrounds of Tamala Park.

ORDER OF PRECEDENCE

- 1.1 The Australian Standard *General Conditions of Contract for Engagement of Consultants* (AS4122-2000) is a separate document and is to be read by all Tenderers prior to submitting a Tender.

- 1.1.1 Annexure to the Australian Standard *General Conditions of Contract for Engagement of Consultants* (AS4122-2000), Part A, is contained in this part.

- 1.2 In the circumstance of a conflict between the conditions contained in AS4122-2000 and the Special Conditions take precedence.

ANNEXURES

- 2 This part of the document is based on Standards Australia Ltd copyrighted material.

The full Australian Standard *General Conditions of Contract for Engagement of Consultants* (AS4122-2000) is obtainable from SAI Global:

Phone: 131 242

Email: sales@saiglobal.com

Web: www.saiglobal.com/shop

Request for Tenders

AS4122-2000

ANNEXURE to the Australian Standard *General Conditions of Contract for Engagement of Consultants*

PART A

† Delete as appropriate

Clause	Item		
1	1	The <i>Brief</i> is comprised in the following documents:	The Client's request for quotes for the appointment of the provision of Consulting Services for Structure Planning for Pt Lot 9504 and Surrounds of Tamala Park
1	2a	The <i>Client</i> or Principal is:	Tamala Park Regional Council ABN 77 069 468 271
	2b	The <i>Client</i> or Principal's address is:	Tamala Park Regional Council Room 3, Scarborough Civic Centre 173 Gildercliffe Street SCARBOROUGH WA 6019
1	3a	The <i>consultant</i> is:	To be advised (TBA) ACN.....ABN.....
	3b	The <i>consultant's</i> address is:	To be Advised (TBA)
1	4	The law applicable is that of the State or Territory of:	State of Western Australia
2	5	The Contract documents are:	1. These General Conditions of Contract AS4122-2000. 2. The Tamala Park Regional Council's special conditions. 3. The Brief being the documents stated in Item 1. 4. Brief, plans and drawings provided from time to time. 5. Fee proposal (including the consultant's submission). 6. Purchase Orders duly authorised & issued to the consultant. 7. Correspondence to and from both parties in specific reference to the contract. 8. Others
3b	6a	If required by Clause 3(b), the <i>consultant</i> shall submit a <i>Program</i> for carrying out the <i>Services</i> :	† Yes/† No

Request for Tenders

3b	6b	If yes, the <i>Program</i> shall be in the following form:	The Program is to be consistent with the Brief to the consultant and the expected outcome from the Brief including the services to be rendered by the consultant and to have enough flexibility to change within a reasonable extent as instructed in writing by the Client or its representative.
3b	6c	If yes, the Program shall be in the following time:	With Tender.
3g	7	Key personnel:	Refer Part 4 (Fee Proposal) Tendered hourly rates
4f	8	Fees and charges to satisfy <i>Legislative Requirements</i> payable by the <i>consultant</i> :	As per Clause 3.3 of Part 1 of the Special Conditions.
6.1	9	The <i>Client's</i> representative is:	Rod Constantine Chief Executive Officer Tamala Park Regional Council
6.2	10	The <i>consultant's</i> representative is:	TBA
8.1	11	Intellectual Property Rights-Alternative applying:	Refer clause 6.4, Part 1 Special Conditions
8.1	12	If Alternative 2 applies, the additional fee payable to the consultant to vest the Intellectual Property Right in or relating to the Contract Material in the Client.
8.2	13	Additional Purpose for which Contract Material may be used:
9.1	14	The consultant's liability is limited as follows:	In accordance with Item 15(a) and 15(b).
10.1	15a	Amount of professional indemnity insurance shall not be less than:	\$2,000,000 (2 million)
10.1	15b	The period for which professional indemnity insurance shall be maintained is:	5 (five) years after the date of completion of the <i>Services</i>
10.2	16	The amount of public liability insurance shall not be less than:	\$10,000,000 (10 million)

Request for Tenders

13.1	17	Claims for payment shall be made:	Monthly
13.2	18a	The consultant's fee shall be determined as follows:	As per fee proposal/schedule of hourly rates
13.2	18b	The expenses and disbursements to be reimbursed to the consultant shall be:	
13.3	19	The times and place for payment shall be:	No later than: a) 30 days after the date of submission of a claim for payment. b) Place of Payment – Room 3, Scarborough Civic Centre, 173 Gildercliffe Street, Scarborough WA 6019.
13.4	20	The rate of interest on overdue payments is:	No interest shall be accrued towards an overdue payment.
14.1	21	The deemed frustration date if Services are not completed:	As per clause 4, Part 1 Special Conditions
15	22	Arbitration and <i>Expert Determination</i> :
15.3	22a	Person to nominate an arbitrator or <i>Expert</i> : (If no-one stated, the Chairperson for the time being of the Chapter of the Institute of Arbitrators & Mediators Australia in the State or Territory in <i>Item 4</i>);
15.3	22b	Rules for arbitration: (If nothing stated, rules 5–18 of the Rules of The Institute of Arbitrators & Mediators Australia for the Conduct of Commercial Arbitrations);
15.4	22c	Rules for expert determination: (If nothing stated, the Guidelines for Expert Determination of the Australian Commercial Dispute Centre).

Request for Tenders

ANNEXURE to the Australian Standard *General Conditions of Contract for Engagement of Consultants*

PART B

DELETIONS, AMENDMENTS AND ADDITIONS

1. The following Clauses or parts of Clauses have been deleted from the General Conditions in AS 4122-2000:

 **Clause 8.1 (Item 12),
 Clause 8.2 (Item 13) and
 Clause 14.1 (Item 21)**

2. The following Clauses have been amended and differ from the corresponding Clauses in AS4122-2000:

 Not Applicable

3. The following Clauses have been added to those of AS 4122-2000:

 Not Applicable

END PART 4A



REQUEST FOR TENDERS

**FOR THE APPOINTMENT OF A
CONSULTANT FOR STRUCTURE PLANNING FOR AN URBAN
DEVELOPMENT OF 180 HECTARES (APPROXIMATELY)
AT TAMALA PARK, NEAR CLARKSON RAIL STATION**

**TENDER/QUOTATION NUMBER: (18.121.624) - 1/2008
CLOSING 1 MAY 2008, 4PM**

PART 4B

SPECIAL CONDITIONS OF CONTRACT

Request for Tenders

SPECIAL CONDITIONS

1. The following special conditions are to be read in conjunction with AS4122 *General Conditions of Contract for Engagement of Consultants*.

ORDER OF PRECEDENCE

- 1.1 In the circumstance of a conflict between these Special Conditions and the conditions contained in AS4122, these Special Conditions take precedence.

NATURE OF CONTRACT

- 1.2 Any portion of work not expressly described or shown in the documents reasonably and obviously inferred or necessary for the satisfactory completion and performance of the work shall be supplied or completed by the consultant without adjustment to the rates or the value on a purchase.

AGREEMENT DOCUMENTATION

2. 'Agreement Documentation' means the:
- Instrument of Agreement (detailed in this Agreement);
 - Tamala Park Regional Council's special conditions;
 - The Brief;
 - Consultant's fee proposal (including the consultant submission);
 - AS4122 – 2000 and annexures;
 - Purchase orders duly authorised and issued to the consultant; and
 - Correspondence to or from both parties.

COUNCIL

3. 'Council' or 'TPRC' means the Corporation of the Tamala Park Regional Council and its duly authorised representatives.

DOCUMENTS

4. 'Documents' means all material regardless of form produced or used by the consultant, which are relevant to the supply of goods and/or services including writings, computer, files, data, estimates, information and workings.

GOODS OR SERVICES

5. 'Goods or Services' means the provision of material items, or labour, or a combination of both in the same manner as described in the *Local Government Act 1995 Section 3.57* and *Local Government (Functions and General) Regulation 1996 and Part 4 – Conditions of Agreement*.

LEGALITY OF AGREEMENT

6. In the event of any authority determining that any part of this Agreement renders it void, unenforceable, or illegal then that part shall be severed to the extent necessary to ensure that the remainder of the contract remains operative.
- 6.1 No provision of the Agreement shall be construed against the TPRC on the basis that TPRC prepared the Agreement.

Request for Tenders

PURCHASE ORDER

7. 'Purchase Order' means the formal document issued by the TPRC, designating the provision of goods and/or services to be supplied by the consultant.

GOODS AND SERVICES TAXATION

8. The prices quoted are to be inclusive of any applicable goods and services taxation.
- 8.1 Consultant is deemed to have costed all relevant taxes into the contracted sum unless specifically stated in the Fee Proposal with relevant cause for non-inclusion of relevant tax liabilities.
- 8.1.1. Purchase order issued to the consultant will show:
- Line item value *exclusive* of GST;
 - A total value of all line items *inclusive* of GST; and
 - A total GST value for all line items.

SCHEDULE

9. 'Schedule' means the list of rates contained the Fee Proposal forming part of this Agreement.

THE BRIEF

10. 'The Brief' means the detailed requirements referred to in this Agreement.

WORDS SINGULAR/PLURAL/GENDER

11. Words in the singular include the plural and words in the plural include the singular according to the requirements of the context. Words importing a gender include every gender.

AGREED RATES

12. The Agreed Rates are fixed for the duration of the Agreement. The Rates charged by the consultant includes all matters detailed in the Document.

INCLUSION IN QUOTED RATES

13. Inclusion or an allowance is to be made by consultants in their quoted rates in respect of all obligations and insurance and promises for employees and to cover all required and normal insurance risks.

COMMENCEMENT OF AGREEMENT

14. The provision of goods and/or services under this Agreement are not to be commenced by the consultant without having:
- 14.1 First provided evidence of adequate insurance coverage in accordance with this contract.
- 14.2 Having signed the Formal Instrument of Agreement; and
- 14.3 Been issued with a TPRC formal purchase order.

Request for Tenders

COMPLETION OF AGREEMENT

15. Upon the completion of the Agreement or the earlier determination, the consultant are to forthwith provide to the TPRC (if required):
- 15.1 All documents supplied by the TPRC for the purpose of providing goods and/or services.
 - 15.2 All documents, reports, papers, books, results and other data or items relating to the contract or any part thereof.

CONSULTANT DEEMED INFORMED

16. Failure by the consultant to have done all or any of the below mentioned actions does not relieve the consultant of the obligation to perform the Agreement in accordance with the terms and conditions of the Agreement documents. The consultant is deemed to have:
- 16.1 Examined carefully and to have acquired actual knowledge of the contents of all documentation and information made available or referred to by TPRC for the provision of goods and/or services.
 - 16.2 The consultant shall at all times keep the TPRC informed of all material matters which may affect the Agreement.

PROVISION OF SERVICE

17. Provision of goods and/or services under this Agreement shall not be withheld nor disrupted by formalities or disputes.

RELATIONSHIP OF PARTIES

18. The relationship between the TPRC and the consultant is contractual only. Nothing contained herein is to be construed as appointing the consultant as a partner, servant, agent, employee or member of the TPRC. Nor is the consultant or any of its employees, agents, servants, sub-contractor/supplier's, or licensees hold themselves out as being in partnership with, or in the service of, or employment of, or as an agent for the TPRC.

SALE, ASSIGNMENT AND SUBLETTING

19. The Agreement is not to be sold, sublet, assigned, mortgaged, charged or encumbered without the written consent of TPRC nor shall all or any of the monies payable or become payable to the consultant be assigned, mortgaged or charged without TPRC's written consent.
- 19.1 Such approval (if granted) does not relieve the consultant from any liabilities or obligations under this Agreement and is responsible for the acts, defaults and neglects of any sub-contractor, servants or agents as fully as if they were acts, defaults or neglects by the consultant.

VARIATION OF AGREEMENT TERMS

20. None of the terms of the Agreement is to be varied, waived, discharged or released either at law or in equity, except by the express written agreement on behalf of the TPRC.

WORK TO SATISFACTION OF COUNCIL

Request for Tenders

21. The consultant according to the true intent, and meaning of the Brief shall provide all goods and/or services the subject of this Agreement in a most professional manner, of good quality, to the entire satisfaction of the TPRC.

DETERMINATION

22. The parties may terminate this Agreement at any time by mutual agreement or by either party giving 14 days notice in writing to the other party.
- 22.1 Termination shall be without prejudice to any claim either party may have against the other arising prior to the date of termination.
- 22.2 On termination for any reason the consultant shall immediately deliver to TPRC all documents regardless of the state of their completion and regardless of any outstanding claim for payment or any other matter. The consultant specifically acknowledges that this clause waives any claimed right to a lien in respect of documents.

BANKRUPTCY

23. The TPRC may without prejudice to any other rights or remedies, by written notice terminate the Agreement for any of the following circumstances being brought against the consultant:
- An execution is levied;
 - Is made bankrupt;
 - A winding up order has been made (except for the purposes of reconstruction);
 - Enters into or attempts to enter into any composition or arrangement with creditors;
 - An official manager or receiver is appointed; or
 - A mortgagee takes possession for the whole or any part of the consultant property.

DEFAULT BY CONSULTANT

24. Where the Agreement Supervisor is satisfied that in any particular case the consultant has failed to supply the goods and/or services completely in accordance with the provisions of the Agreement he shall be entitled to instruct the consultant to remedy the failure within 7 days.
- 24.1 The TPRC may terminate this Agreement should the consultant fail to remedy such default within 7 days after issuing of such notice, without prejudice to any other rights or remedies.

DAMAGES RECOVERABLE FROM CONSULTANT

- 24.1.1 The TPRC reserves the right to recover from the consultant actual value of damages or losses incurred by the TPRC resulting from the non-performance of the consultant under this Agreement.

DEFAULT BY COUNCIL

25. The consultant may sent to the TPRC a written notice specifying a particular non-payment or breach should the TPRC fail to make a payment due to the consultant according to the provisions of this Agreement, or commit any other substantial breach thereof. The TPRC will have a period of seven days to make the appropriate payment, or to remedy the breach.
- 25.1 The consultant without prejudice to any other rights or remedies that it may have, may forthwith upon expiry of that seventh day period terminate this Agreement if the TPRC has failed to remedy the problem.

Request for Tenders

ENTITLEMENT TO FEES ON TERMINATION

26. If the consultant terminates the Agreement due to default by TPRC, or if the Agreement is terminated mutually or by either party, the consultant shall be entitled to payment of fees for goods and/or services supplied and delivered up to the date of termination.
- 26.1 If the Agreement is terminated as a result of default of the consultant, TPRC shall be entitled to payment of any extra costs reasonably incurred in obtaining delivery of goods and/or completion of services.
- 26.2 All losses, costs, charges, and/or expenses incurred, and/or sustained by TPRC in completing the required service and/or delivery of goods, shall be deemed to be a debt payable by the consultant to the TPRC.
- 26.3 Any shortfall, between money that may have been due to the consultant and the costs incurred by TPRC, shall be payable immediately by the consultant to the TPRC.

DUTIES AND ROLE OF COUNCIL

27. The TPRC is to assist as may reasonably be required by the consultant for the completion of services and make available without cost to the consultant all non-confidential pertinent data and information at the TPRC's disposal which is relevant to the Agreement.

AGREEMENT SUPERVISOR

- 27.1 Subject to the provisions of the Agreement, the TPRC's Agreement Supervisor is to exercise the functions, rights and powers conferred by the Agreement upon TPRC.
- 27.1.1 TPRC is to ensure that the Agreement Supervisor at all times acts in good faith and independently of the TPRC where fairness and good faith is required. In forming an opinion the Agreement Supervisor may take advice from any person or organisation deemed appropriate.

AGREEMENT SUPERVISOR'S/SUPERINTENDENT'S REPRESENTATIVE

- 27.2 The Agreement Supervisor/Superintendent may delegate to persons named powers, duties, discretions and authorities as considered fit and is to give written notice to the consultant of the names of such persons and the extent of the powers, duties, discretions and authorities so delegated.

DUTIES OF THE CONSULTANT

28. The consultant is responsible to achieve the objective of the Agreement to the extent that a proficient and qualified consultant exercising due diligence could be expected to achieve in accordance with the Agreement documents.

CONFIDENTIALITY AND PUBLICITY

29. The consultant at all times is to maintain the confidentiality of all pertinent data, information, research and reports provided, for the supply of goods and/or services under this Agreement.
- 29.1 The consultant is not to release any document or article or divulge any information gained in the course of the Agreement to the media or any person without the prior written approval of the TPRC except where such disclosure is required by law.

Request for Tenders

DOCUMENTS

30. All documents prepared by the consultant and sub-contractor in carrying out their services become the property and copyright of the TPRC.
31. The consultant is to indemnify the TPRC against any action, suit, claim, demand, loss, proceeding, liability, and cost or expense resulting from any alleged infringement.

OWNERSHIP OF DOCUMENTS

32. The whole of the documents provided to the consultant during the course of this Agreement remain the property of the TPRC.

RETURN OF DOCUMENTS

33. Upon completion or the earlier determination of this Agreement, the consultant is to forthwith deliver to the TPRC within ten (10) working days:
 - All documents, reports, papers, books, results and other data or items relating to the Agreement or any part thereof save that the contractor may keep the minimum number of documents reasonably required only for its audit, insurance and corporate purposes.

PECUNIARY INTEREST AND CONFLICT OF INTEREST

34. The consultant is to notify TPRC of any matter that may give rise to an actual or potential conflict of interest between the TPRC and the consultant during the period of Agreement.

STAFF, SUB-CONTRACTOR'S AND TRADES

35. The consultant is to observe or have regard to all statutes, by-laws, local laws, rules, regulations, standards and practices as the circumstance may from time to time require with respect to the provision of goods and/or services for the TPRC.
36. The consultant is to maintain and provide the services of adequate staff suitably qualified and skilled in their occupations for provision of goods and/or services; and
 - 36.1 If staff nominated in the quote submission become unavailable the consultant hereby covenants to substitute staff of similar capability and experience.
 - 36.2 The consultant is to advise the Agreement Supervisor in writing within five days of any changes to nominated staff involved in the Agreement.

OTHER SUB-CONTRACTORS

- 36.2.1 Approval from the Agreement Supervisor must first be obtained before any part or any further part of the work is sub-contracted and no claim can be made against TPRC if approval is not granted.

PAYMENT

37. Amounts the consultant considers entitled to, together with any variations or instructions for additional services duly authorised is to be presented for certification and payment to the Agreement Supervisor.

Request for Tenders

- 37.1 Invoices submitted by the consultant for payment must accurately and clearly itemise the goods or services supplied, in accordance with the contract rates on the consultant's Fee Proposal. The following information is to be provided with every claim:
- TPRC purchase order;
 - Invoice/claim number (the words 'tax invoice' must be prominently displayed – no tax invoice, no payment);
 - Supplier's ABN (NB: failure to provide will result in the TPRC having to withhold 48.5% of the value);
 - A brief description of the goods and/or service supplied (must relate to the purchase order);
 - The price charged for each item;
 - The GST charged for each item;
 - The total GST value for the invoice; and
 - A total value of each claim/invoice.

TIME FOR PAYMENT

38. The TPRC shall generally make payments to the consultant within 30 days from the date of invoicing.
- 38.1 Each invoice is subject to certification by the Agreement Supervisor that the supply of goods and/or the completion of services has been received and is satisfactory.

END PART 4B



REQUEST FOR TENDERS

**FOR THE APPOINTMENT OF A
CONSULTANT FOR STRUCTURE PLANNING FOR AN URBAN
DEVELOPMENT OF 180 HECTARES (APPROXIMATELY)
AT TAMALA PARK, NEAR CLARKSON RAIL STATION**

**TENDER/QUOTATION NUMBER: (18.121.624) - 1/2008
CLOSING 1 MAY 2008, 4PM**

GLOSSARY

Glossary

Council	For the purpose of this document has the same means as 'TPRC'.
COW	City of Wanneroo
MRC	Mindarie Regional Council
NPS	The Negotiated Planning Solution between the West Australian Planning Commission and the 7 local authority owners of Lot 118 Mindarie delineating Bush Forever land and land available and potentially available for urban development.
TPD	The Tamala Park development or the Tamala Park land comprising urban and deferred urban land being part of Lot 9504 on plan 52070 together with land owned by State Government agencies (MRD and DPI) comprising 10.18 hectares east of Lot 9504 and generally at the corner of Neerabup Road and the Mitchell Freeway.
TPRC	TPRC in context of this document means the elected body (Tamala Park Regional Council) comprising representatives from each of 7 constituent local government Councils and also means the TPRC corporation (i.e. the legal entity comprising the TPRC Regional local government).
WAPC	West Australian Planning Commission

END OF DOCUMENT

APPENDIX ITEM 9.6: Detailed Evaluation Schedule

