

# APPENDICES

**TAMALA PARK REGIONAL COUNCIL**  
**MONTHLY STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY 2009 TO 28 FEBRUARY 2010**

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**TAMALA PARK REGIONAL COUNCIL  
STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD 1 JULY 2009 TO 28 FEBRUARY 2010**

	NOTE	28 Feb 2009 Actual \$	28 Feb 2009 Y-T-D Budget \$	2009/10 Annual Budget \$	Variances Budget to Actual Y-T-D %
<b><u>Operating</u></b>					
<b>Revenues</b>					
	1,2				
Interest Earnings		484,395	430,585	627,688	12.50%
Other Revenue		244	0	0	100.00%
		<u>484,639</u>	<u>430,585</u>	<u>627,688</u>	12.55%
<b>(Expenses)</b>					
	1,2				
Employee Costs		(287,968)	(218,479)	(445,449)	(31.81%)
Materials and Contracts					
- Materials and Contracts Other		(48,420)	(113,750)	(270,558)	57.43%
- Professional Consulting Fees		(220,570)	(417,949)	(565,799)	47.23%
Depreciation		0	(2)	(4,502)	(100.00%)
Insurance		(6,523)	(4,250)	(4,250)	(53.48%)
Other Expenditure		(75,953)	(56,750)	(114,000)	(33.84%)
		<u>(639,434)</u>	<u>(811,180)</u>	<u>(1,404,558)</u>	21.17%
<b><u>Adjustments for Non-Cash (Revenue) and Expenditure</u></b>					
Depreciation on Assets		0	2	4,502	(100.00%)
Movement in Non-current Employee Entitlements		0	0	(2,429)	0.00%
<b><u>Capital Revenue and (Expenditure)</u></b>					
Contributed Equity		0	0	(94,539)	0.00%
Land and Buildings		0	(2,250,000)	(2,730,000)	(100.00%)
Furniture and Equipment		0	(27,600)	(29,100)	(100.00%)
ADD Net Current Assets July 1 B/Fwd	7	17,283,240	17,283,240	17,283,240	0.00%
Net Current Assets Year to Date	8	<u>17,128,445</u>	<u>14,625,047</u>	<u>13,654,804</u>	

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

Please refer to compilation Report.

**TAMALA PARK REGIONAL COUNCIL**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY 2009 TO 28 FEBRUARY 2010**

**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 is a special purpose financial report, 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.

The Council does not hold any monies in trust.

**(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) Cash and Cash Equivalents**

Cash and cash equivalents comprise cash at bank and in hand and short-term deposits that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

For the purposes of the Cash Flow Statement, cash and cash equivalents consist of cash and cash equivalents as defined above, net of outstanding bank overdrafts. Bank overdrafts are included as short-term borrowings in current liabilities.

**TAMALA PARK REGIONAL COUNCIL  
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD 1 JULY 2009 TO 28 FEBRUARY 2010**

**1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**(g) Trade and Other Receivables**

Trade receivables, which generally have 30 - 90 day terms, are recognised initially at fair value and subsequently measured at amortised cost using the effective interest rate method, less any allowance for uncollectible amounts.

Collectability of trade receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.

**(h) Inventories**

**General**

Inventories are valued at the lower of cost and net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

Inventories held from trading are classified as current even if not expected to be realised in the next 12 months.

**Land Held for Resale**

Land purchased for development and/or resale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development and interest incurred on the financing of that land during its development. Interest and holding charges incurred after development is complete are recognised as expenses.

Revenue arising from the sale of property is recognised in the operating statement as at the time of signing a binding contract of sale.

Land held for resale is classified as current except where it is held as non-current based on Council's

**(i) Fixed Assets**

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the Municipality includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead.

Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.

**(j) 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:

Computer Equipment	4 years
Printers, Photocopiers and Scanners	5 years
Furniture and Equipment	4 to 10 years
Floorcoverings	8 years
Phones and Faxes	6 to 7 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 2009 TO 28 FEBRUARY 2010**

**1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**(k) Impairment**

In accordance with Australian Accounting Standards the Council's assets, other than inventories, are assessed at each reporting date to determine whether there is any indication they may be impaired.

Where such an indication exists, an estimate of the recoverable amount of the asset is made in accordance with AASB 136 "Impairment of Assets" and appropriate adjustments made.

An impairment loss is recognised whenever the carrying amount of an asset or its cash-generating unit exceeds its recoverable amount. Impairment losses are recognised in the Income Statement.

For non-cash generating assets such as roads, drains, public buildings and the like, value in use is represented by the depreciated replacement cost of the asset.

At the time of preparing this report, it is not possible to estimate the amount of impairment losses (if any) as at 30 June 2010.

In any event, an impairment loss is a non-cash transaction and consequently, has no impact on the Monthly Statement of Financial Position from a budgetary perspective.

**(l) Trade and Other Payables**

Trade and other payables are carried at amortised cost. They represent liabilities for goods and services provided to the Municipality prior to the end of the financial year that are unpaid and arise when the Municipality becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured and are usually paid within 30 days of recognition.

**(m) Employee Benefits**

The provisions for employee benefits relates to amounts expected to be paid for long service leave, annual leave, wages and salaries and are calculated as follows:

**(i) Wages, Salaries, Annual Leave and Long Service Leave (Short-term Benefits)**

The provision for employees' benefits to wages, salaries, annual leave and long service leave expected to be settled within 12 months represents the amount the municipality has a present obligation to pay resulting from employees services provided to balance date. The provision has been calculated at nominal amounts based on remuneration rates the Council expects to pay and includes related on-costs.

**(ii) Annual Leave and Long Service Leave (Long-term Benefits)**

The liability for long service leave is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the projected unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on national government bonds with terms to maturity and currency that match as closely as possible, the estimated future cash outflows. Where Council does not have the unconditional right to defer settlement beyond 12 months, the liability is recognised as a current liability.

**TAMALA PARK REGIONAL COUNCIL**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY 2009 TO 28 FEBRUARY 2010**

**1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**(n) Interest-bearing Loans and Borrowings**

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs.

After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.

Borrowings are classified as current liabilities unless the Council has an unconditional right to defer settlement of the liability for at least 12 months after the balance sheet date.

***Borrowing Costs***

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset.

**(o) Provisions**

Provisions are recognised when: The council has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses.

Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one item included in the same class of obligations may be small.

**(p) Current and Non-Current Classification**

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Council's operational cycle. In the case of liabilities where Council does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current even if not expected to be realised in the next 12 months except for land held for resale where it is held as non-current based on Council's intentions to release for sale.

**TAMALA PARK REGIONAL COUNCIL  
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD 1 JULY 2009 TO 28 FEBRUARY 2010**

**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 (now Lot 9504); 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 are budgeted to be acquired during the year:

		2009/10 Actual \$	2009/10 Budget \$
<b><u>By Program</u></b>			
<b>Economic Services</b>			
WAPC Land East of TPRC Site	LB	0	2,250,000
Office TPRC	LB	0	480,000
<b>Other Property and Services</b>			
Desk/chair CEO	FE	0	1,000
Desk/Chair -Proj Dev Mgr	FE	0	1,000
Computer- Proj Dev Mgr	FE	0	2,400
Office Chair Exec Asst	FE	0	200
Meeting Table & Chairs	FE	0	1,500
Plan Display Screen or Projector	FE	0	3,000
General Office Fit Out	FE	0	20,000
		<b>0</b>	<b>2,759,100</b>
<b><u>By Class</u></b>			
Land and Buildings	LB	0	2,730,000
Furniture and Equipment	FE	0	29,100
		<b>0</b>	<b>2,759,100</b>

**4. DISPOSALS OF ASSETS**

No assets were disposed during the reporting period to the 28th February 2010.



**TAMALA PARK REGIONAL COUNCIL  
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD 1 JULY 2009 TO 28 FEBRUARY 2010**

**5. INFORMATION ON BORROWINGS**

No borrowings have been made in the period under review. No borrowings are budgeted for the 2009-10 financial year.

**6. CONTRIBUTED EQUITY**

The amount of Contributed Equity is \$16,071,045.84 as at 28 February 2010.

**7. NET CURRENT ASSETS**

<b>Composition of Estimated Net Current Asset Position</b>	<b>28 Feb 2009 Actual \$</b>	<b>Brought Forward 1-Jul \$</b>
<b>CURRENT ASSETS</b>		
Cash - Unrestricted	17,194,701	17,342,514
Receivables	2,534	71,431
	<u>17,197,235</u>	<u>17,413,945</u>
<b>LESS: CURRENT LIABILITIES</b>		
Payables and Provisions	<u>(68,790)</u>	<u>(130,705)</u>
<b>NET CURRENT ASSET POSITION</b>	17,128,445	17,283,240
<b>NET CURRENT ASSET POSITION</b>	<u><u>17,128,445</u></u>	<u><u>17,283,240</u></u>

**8. RATING INFORMATION**

Being a Regional Council, no rates will be raised during the year ending 30 June 2010.

**9. TRUST FUNDS**

The Regional Council does not hold any funds in trust on behalf of third parties.

**Tamala Park Regional Council**  
**Balance Sheet**  
 As of February 28, 2010

	Feb 28, 10	Jun 30, 09	\$ Change
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Chequing/Savings</b>			
<b>A01100 - Cash at Bank</b>			
A01101 - Unrestricted Municipal Bank	40,125.08	-82,633.43	122,758.51
A01102 - Unrestricted Short Term Investm	137.84	188,252.00	-188,114.16
A01106 - Fixed Term Deposit_BankWest	9,861,513.63	12,059,284.73	-2,197,771.10
A01107 - Fixed Term Deposit Suncorp Metw	7,292,894.46	5,177,580.77	2,115,313.69
<b>Total A01100 - Cash at Bank</b>	<b>17,194,671.01</b>	<b>17,342,484.07</b>	<b>-147,813.06</b>
<b>Total Chequing/Savings</b>	<b>17,194,671.01</b>	<b>17,342,484.07</b>	<b>-147,813.06</b>
<b>Accounts Receivable</b>			
<b>A01120 - ACCOUNTS RECEIVABLE</b>			
A011201 - Accrued Interest	0.00	46,925.28	-46,925.28
<b>Total A01120 - ACCOUNTS RECEIVABLE</b>	<b>0.00</b>	<b>46,925.28</b>	<b>-46,925.28</b>
<b>Total Accounts Receivable</b>	<b>0.00</b>	<b>46,925.28</b>	<b>-46,925.28</b>
<b>Other Current Assets</b>			
A01105 - Petty Cash and Cash on Hand	30.00	30.00	0.00
A01180 - Accommodation Bond - CoS	1,000.00	1,000.00	0.00
<b>Total Other Current Assets</b>	<b>1,030.00</b>	<b>1,030.00</b>	<b>0.00</b>
<b>Total Current Assets</b>	<b>17,195,701.01</b>	<b>17,390,439.35</b>	<b>-194,738.34</b>
<b>Fixed Assets</b>			
<b>A0154 - Furniture &amp; Equipment</b>			
A01541 - Accumulated Depn - F&E	-8,060.00	-8,060.00	0.00
A01542 - At Cost			
<b>E168200 - Additiions - 2007-08</b>			
E168201 - Telephones, Faxes	662.73	662.73	0.00
E168203 - Computer Equipment	7,857.14	7,857.14	0.00
E168204 - Printers Photocopiers Scanners	6,821.73	6,821.73	0.00
E168205 - Furniture & Equipment	136.36	136.36	0.00
E168206 - Floor Coverings	2,050.00	2,050.00	0.00
<b>Total E168200 - Additiions - 2007-08</b>	<b>17,527.96</b>	<b>17,527.96</b>	<b>0.00</b>
<b>E168500 - Additions 2008-09</b>			
E168502 - Computer - Project Dev Mgr	2,490.82	2,490.82	0.00
<b>Total E168500 - Additions 2008-09</b>	<b>2,490.82</b>	<b>2,490.82</b>	<b>0.00</b>
<b>A01542 - At Cost - Other</b>	<b>2,959.27</b>	<b>2,959.27</b>	<b>0.00</b>
<b>Total A01542 - At Cost</b>	<b>22,978.05</b>	<b>22,978.05</b>	<b>0.00</b>
<b>Total A0154 - Furniture &amp; Equipment</b>	<b>14,918.05</b>	<b>14,918.05</b>	<b>0.00</b>
<b>Total Fixed Assets</b>	<b>14,918.05</b>	<b>14,918.05</b>	<b>0.00</b>
<b>TOTAL ASSETS</b>	<b>17,210,619.06</b>	<b>17,405,357.40</b>	<b>-194,738.34</b>
<b>LIABILITIES</b>			
<b>Current Liabilities</b>			

**Tamala Park Regional Council**  
**Balance Sheet**  
As of February 28, 2010

	Feb 28, 10	Jun 30, 09	\$ Change
<b>Accounts Payable</b>			
L01215 · SUNDRY CREDITORS	-0.75	68,577.26	-68,578.01
<b>Total Accounts Payable</b>	-0.75	68,577.26	-68,578.01
<b>Credit Cards</b>			
A01110 · Westpac Visa Corp Credit Card	-3.75	0.00	-3.75
<b>Total Credit Cards</b>	-3.75	0.00	-3.75
<b>Other Current Liabilities</b>			
<b>2100 · Payroll Liabilities</b>			
L2001 · PAYG Deductions	57,780.17	3,600.00	54,180.17
2100 · Payroll Liabilities - Other	-40,302.17	0.00	-40,302.17
<b>Total 2100 · Payroll Liabilities</b>	17,478.00	3,600.00	13,878.00
<b>2200 · Tax Payable</b>	-1,533.69	-23,505.68	21,971.99
<b>L0122 · Employee Entitlements</b>			
L01225 · Annual Leave	31,530.56	31,530.56	0.00
L01226 · LSL Liability Current	13,185.35	13,185.35	0.00
L01227 · Accrued Wages	0.00	7,211.95	-7,211.95
<b>Total L0122 · Employee Entitlements</b>	44,715.91	51,927.86	-7,211.95
L01229 · Prov for Audit Fees	6,600.00	6,600.00	0.00
<b>Total Other Current Liabilities</b>	67,260.22	38,622.18	28,638.04
<b>Total Current Liabilities</b>	67,255.72	107,199.44	-39,943.72
<b>Long Term Liabilities</b>			
L01230 · Provision - Employee LSL	2,429.11	2,429.11	0.00
<b>Total Long Term Liabilities</b>	2,429.11	2,429.11	0.00
<b>TOTAL LIABILITIES</b>	69,684.83	109,628.55	-39,943.72
<b>NET ASSETS</b>	<b>17,140,934.23</b>	<b>17,295,728.85</b>	<b>-154,794.62</b>
<b>EQUITY</b>			
<b>3000 · Opening Bal Equity</b>			
L019051 · TVP Dist Rates Equiv 07-09	-12,532.78	-12,532.78	0.00
L019052 · CP Dist Rates Equiv 07-09	-12,532.78	-12,532.78	0.00
L019053 · TC Dist Rates Equiv 07-09	-12,532.78	-12,532.78	0.00
L019054 · CJ Dist Rates Equiv 07-09	-25,065.55	-25,065.55	0.00
L019055 · CW Dist Rates Equiv 07-09	-25,065.55	-25,065.55	0.00
L019056 · TV Dist Rates Equiv 07-09	-12,532.78	-12,532.78	0.00
L019057 · CS Dist Rates Equiv 07-09	-50,131.11	-50,131.11	0.00
<b>Total 3000 · Opening Bal Equity</b>	-150,393.33	-150,393.33	0.00
<b>3900 · *Retained Earnings</b>	1,224,683.01	1,212,368.98	12,314.03
<b>L019001 · Town of Victoria Park</b>			
L019101 · TVP Contributed Equity	1,351,786.60	1,351,786.60	0.00
<b>Total L019001 · Town of Victoria Park</b>	1,351,786.60	1,351,786.60	0.00
<b>L019002 · City of Perth</b>			
L019102 · CP Contributed Equity	1,351,786.60	1,351,786.60	0.00
<b>Total L019002 · City of Perth</b>	1,351,786.60	1,351,786.60	0.00

**Tamala Park Regional Council**  
**Balance Sheet**  
 As of February 28, 2010

	Feb 28, 10	Jun 30, 09	\$ Change
<b>L019003 - Town of Cambridge</b>			
L019103 - TC Contributed Equity	1,351,786.60	1,351,786.60	0.00
<b>Total L019003 - Town of Cambridge</b>	<u>1,351,786.60</u>	<u>1,351,786.60</u>	<u>0.00</u>
<b>L019004 - City of Joondalup</b>			
L019104 - CJ Contributed Equity	2,703,573.19	2,703,573.19	0.00
<b>Total L019004 - City of Joondalup</b>	<u>2,703,573.19</u>	<u>2,703,573.19</u>	<u>0.00</u>
<b>L019005 - City of Wanneroo</b>			
L019105 - CW Contributed Equity	2,703,573.19	2,703,573.19	0.00
<b>Total L019005 - City of Wanneroo</b>	<u>2,703,573.19</u>	<u>2,703,573.19</u>	<u>0.00</u>
<b>L019006 - Town of Vincent</b>			
L019106 - TV Contributed Equity	1,351,786.60	1,351,786.60	0.00
<b>Total L019006 - Town of Vincent</b>	<u>1,351,786.60</u>	<u>1,351,786.60</u>	<u>0.00</u>
<b>L019007 - City of Stirling</b>			
L019107 - CS Contributed Equity	5,407,146.39	5,407,146.39	0.00
<b>Total L019007 - City of Stirling</b>	<u>5,407,146.39</u>	<u>5,407,146.39</u>	<u>0.00</u>
Net Income	-154,794.62	12,314.03	-167,108.65
<b>TOTAL EQUITY</b>	<u><u>17,140,934.23</u></u>	<u><u>17,295,728.85</u></u>	<u><u>-154,794.62</u></u>

**Tamala Park Regional Council**  
**Profit & Loss Budget Performance**  
July 2009 through February 2010

	Jul '09 - Feb 10	YTD Budget	Annual Budget
<b>Income</b>			
<b>I03 - GENERAL PURPOSE FUNDING</b>			
<b>I032 - Other GPF</b>			
I032030 - Interest on Investment	484,395.39	430,585.00	627,688.00
I032 - Other GPF - Other	30.29		
<b>Total I032 - Other GPF</b>	<b>484,425.68</b>	<b>430,585.00</b>	<b>627,688.00</b>
<b>Total I03 - GENERAL PURPOSE FUNDING</b>	<b>484,425.68</b>	<b>430,585.00</b>	<b>627,688.00</b>
<b>I14 - OTHER PROPERTY &amp; SERVICES</b>			
<b>I145 - Administration</b>			
I145010 - Reimbursements	213.48		
<b>Total I145 - Administration</b>	<b>213.48</b>		
<b>Total I14 - OTHER PROPERTY &amp; SERVICES</b>	<b>213.48</b>		
<b>Total Income</b>	<b>484,639.16</b>	<b>430,585.00</b>	<b>627,688.00</b>
<b>Gross Profit</b>	<b>484,639.16</b>	<b>430,585.00</b>	<b>627,688.00</b>
<b>Expense</b>			
<b>E04 - GOVERNANCE.</b>			
<b>E041 - Membership</b>			
E041005 - Chairman Allowance	11,500.00	4,500.00	6,000.00
E041010 - Deputy Chair Allowance	750.00	1,125.00	1,500.00
E041015 - Elected Members Remuneration			
E041018 - Composite Allowance	61,625.00	68,250.00	91,000.00
<b>Total E041015 - Elected Members Remuneration</b>	<b>61,625.00</b>	<b>68,250.00</b>	<b>91,000.00</b>
E041020 - Conference Expenses	8,062.73	4,000.00	8,000.00
E041025 - Training	0.00	0.00	0.00
E041030 - Other Costs	0.00	3,500.00	7,500.00
<b>Total E041 - Membership</b>	<b>81,937.73</b>	<b>81,375.00</b>	<b>114,000.00</b>
<b>Total E04 - GOVERNANCE.</b>	<b>81,937.73</b>	<b>81,375.00</b>	<b>114,000.00</b>
<b>E14 - OTHER PROPERTY &amp; SERVICES.</b>			
<b>E145 - Administration</b>			
E145005 - Salaries - Basic Costs	259,140.46	224,894.00	390,987.00
E145007 - Salaries Occ. Superannuation	19,769.49	20,192.00	35,139.00
E145009 - Salaries WALGS Superannuation	1,107.66	1,485.00	1,485.00
E145011 - Advertising Staff Vacancies	17,812.52	3,000.00	9,000.00
E145015 - Insurance W/comp.	7,630.00	7,038.00	7,038.00
E145017 - Medical Exam. Costs	0.00	150.00	150.00
E145019 - Staff Training & Dev.	320.00	1,050.00	1,050.00
E145021 - Telephone - Staff Reimbursement	0.00	360.00	600.00
E145025 - Other Accom & Property Costs	4,057.13	3,136.00	5,344.00
E145027 - Advertising General	0.00	6,810.00	9,800.00
E145029 - Advertising Public/Statutory	567.16	4,200.00	6,000.00
E145031 - Graphics Consumables	263.28	700.00	700.00
E145033 - Photocopying	960.42	880.00	1,320.00
E145037 - Postage, Courier & Freight	172.12	240.00	400.00
E145039 - Printing	278.91	2,200.00	2,200.00

**Tamala Park Regional Council**  
**Profit & Loss Budget Performance**  
July 2009 through February 2010

	Jul '09 - Feb 10	YTD Budget	Annual Budget
E145041 · Signage/Decals	0.00	0.00	100.00
E145043 · Stationery	417.51	400.00	600.00
E145045 · Other Admin Expenses	72.73	0.00	1,000.00
E145047 · Office Telephones & Faxes	2,196.41	1,408.00	2,112.00
E145049 · Mobil Phones, Pages, Radios	54.48		
E145053 · Bank Charges	254.35	200.00	300.00
E145055 · Credit Charges	3.75	60.00	60.00
E145057 · Audit Fees	4,000.00	13,800.00	13,800.00
E145059 · Membership Fees	2,000.00	7,150.00	7,550.00
E145061 · Legal Expenses	7,037.50	38,500.00	70,000.00
E145063 · Conveyancing Expenses	0.00	500.00	500.00
E145065 · Surveyors Fees	0.00	19,000.00	34,000.00
E145067 · Title Searches	0.00	100.00	100.00
E145069 · Valuation Fees	0.00	9,000.00	16,000.00
E145071 · Other Professional Fees	0.00	0.00	0.00
E145075 · Promotions	0.00	48,000.00	100,000.00
E145077 · Business Hospitality Expenses	219.91	2,000.00	3,000.00
E145079 · Consultancy			
E145400 · Structure Planning TPG Main			
E145401 · TPG Direct Component	40,820.31	45,000.00	45,000.00
E145402 · TPG_Variation SP Options	32,100.00	32,399.00	32,399.00
E145403 · Aerial Perspective Diagrams	3,636.36	3,700.00	3,700.00
E145405 · TPG Syrxin Component	4,241.60	4,400.00	4,400.00
E145406 · TPG Creating Communit Component	3,730.10	0.00	0.00
E145409 · TPG Uloth & Assoc Component	24,577.00	23,000.00	23,000.00
E145410 · TPG Pracsys Econ Component	0.00	0.00	0.00
E145411 · TPG_Tabec_Varn_LotContourAnal	2,240.00	0.00	0.00
E145412 · TPG Uloth & Associates -Var'n M	1,520.00		
E145413 · Structure Plan Modificatio (BR)	0.00	0.00	30,000.00
E145400 · Structure Planning TPG Main - Other	0.00		
<b>Total E145400 · Structure Planning TPG Main</b>	<b>112,865.37</b>	<b>108,499.00</b>	<b>138,499.00</b>
E145430 · Other Struct_PI Consultancies			
E145431 · CSIRO - Water Balance Design	0.00	0.00	0.00
E145432 · Syrxin Env- Flora Fauna Study	0.00	0.00	0.00
E145433 · Syrxin Env Mgt Rep-SP-992/33	0.00	0.00	0.00
E145434 · Syrxin Env_Flora Targ Surv West	0.00	0.00	0.00
E145435 · MWH _Local Water Mgmnt Strategy	14,620.02	11,500.00	11,500.00
E145436 · Syrxin Lev 2 Flora Veget Surv	30,222.50	45,000.00	45,000.00
E145437 · Landscaping & Env Detail Plan	0.00	38,000.00	38,000.00
E145438 · Eng Contours post St PI Approva	15,230.00	32,000.00	48,000.00
E145430 · Other Struct_PI Consultancies - Other	0.00	0.00	0.00
<b>Total E145430 · Other Struct_PI Consultancies</b>	<b>60,072.52</b>	<b>126,500.00</b>	<b>142,500.00</b>
E145440 · Env Innovation Consultancies			
E145442 · Project Financial Planning/Viab	0.00	10,000.00	10,000.00
E145443 · Hydrology Mgmnt & Reuse	0.00	30,000.00	30,000.00
E145444 · Energy Generation-Application	0.00	30,000.00	30,000.00
E145445 · Communication Systems	0.00	30,000.00	30,000.00
E145446 · MRC landfill Future Use/Integra	0.00	25,000.00	25,000.00
E145447 · Graceful Sun Moth Survey (BR)	0.00	0.00	28,000.00
E145448 · EPBC Act Management (BR)	0.00	0.00	30,000.00
<b>Total E145440 · Env Innovation Consultancies</b>	<b>0.00</b>	<b>125,000.00</b>	<b>183,000.00</b>

**Tamala Park Regional Council**  
**Profit & Loss Budget Performance**  
July 2009 through February 2010

	Jul '09 - Feb 10	YTD Budget	Annual Budget
<b>E145450 · Admin-Operational Consultancies</b>			
E145451 · GST management	0.00	0.00	1,000.00
E145452 · Recruitment_Human Resources	32,832.06	38,000.00	38,000.00
E145450 · Admin-Operational Consultancies - Other	0.00		
<b>Total E145450 · Admin-Operational Consultancies</b>	<b>32,832.06</b>	<b>38,000.00</b>	<b>39,000.00</b>
<b>Total E145079 · Consultancy</b>	<b>205,769.95</b>	<b>397,999.00</b>	<b>502,999.00</b>
E145081 · Professional Retainer	10,800.00	28,260.00	47,000.00
E145082 · Lawyers (BR)	0.00	0.00	30,000.00
E145083 · Research	0.00	13,000.00	37,000.00
E145084 · EOI Consultancy (BR)	0.00	0.00	30,000.00
E145086 · Probity Auditor (BR)	0.00	0.00	30,000.00
E145087 · Computer Software Mtce	522.73	850.00	850.00
E145089 · Computer Software Purchase	3,778.00	3,400.00	10,000.00
E145091 · Computer Sundries	0.00	600.00	1,000.00
E145092 · Data Communication Links	0.00	632.00	948.00
E145093 · Internet Provider Costs	1,523.64	1,336.00	1,776.00
E145094 · Plant & Equipment Purchase Non-	0.00	0.00	300.00
E145097 · Hire of Equipment	365.98	10.00	500.00
E145101 · Consumable Stores	0.00	10.00	100.00
E145103 · Newspapers & Periodicals	0.00	10.00	200.00
E145105 · Publications & Brochures	0.00	10.00	800.00
E145107 · Subscriptions	0.00	250.00	250.00
E145111 · Plans	0.00	1,600.00	1,800.00
E145113 · Emergency Services	754.55	700.00	700.00
E145117 · Electricity	822.55	832.00	1,248.00
E145119 · Professional Indemnity	0.00	1,200.00	1,200.00
E145121 · Insurance - Public Liability	1,900.00	1,910.00	1,910.00
E145123 · Insurance - Property (ISR)	2,532.88	340.00	340.00
E145126 · Insurance - Personal Accident	800.00	800.00	800.00
E145127 · Insurance - Other	1,290.00		
E145204 · Fences/Walls (Sumps in Road Res	0.00	0.00	1,000.00
E145205 · Recreation Reserves Mtce	0.00	0.00	1,000.00
E145217 · Cash Rounding Account	-0.02		
E145222 · Depreciation Furniture_office E	0.00	2.00	4,502.00
E145340 · Creditors Adjustme for Prev Yrs	-1,700.00		
<b>Total E145 · Administration</b>	<b>557,496.05</b>	<b>870,204.00</b>	<b>1,428,558.00</b>
<b>Total E14 · OTHER PROPERTY &amp; SERVICES.</b>	<b>557,496.05</b>	<b>870,204.00</b>	<b>1,428,558.00</b>
<b>Total Expense</b>	<b>639,433.78</b>	<b>951,579.00</b>	<b>1,542,558.00</b>
<b>Net Income</b>	<b>-154,794.62</b>	<b>-520,994.00</b>	<b>-914,870.00</b>

**Tamala Park Regional Council**  
**Profit & Loss Budget Performance**  
 July 2009 through February 2010

	Jul '09 - Feb 10	YTD Budget	Annual Budget
<b>Revenue</b>			
Interest Earnings	484,395.39	430,585.00	627,688.00
Other Revenue	243.77		
<b>Total Revenue</b>	<b>484,639.16</b>	<b>430,585.00</b>	<b>627,688.00</b>
<b>Expenses</b>			
Depreciation	0.00	-2.00	-4,502.00
Employee Costs	-287,967.61	-258,169.00	-445,449.00
Insurance	-6,522.88	-4,250.00	-4,250.00
Materials & Contracts MTC	0.00	-700.00	-2,700.00
Materials & Contracts Other	-48,420.36	-139,024.00	-267,858.00
Other	-75,952.98	-81,375.00	-114,000.00
Professional/Consultant Fees	-220,569.95	-468,059.00	-703,799.00
<b>Total Expenses</b>	<b>-639,433.78</b>	<b>-951,579.00</b>	<b>-1,542,558.00</b>
<b>Unclassified</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL</b>	<b>-154,794.62</b>	<b>-520,994.00</b>	<b>-914,870.00</b>



**TAMALA PARK REGIONAL COUNCIL**  
**MONTHLY STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY 2009 TO 31 MARCH 2010**

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**TAMALA PARK REGIONAL COUNCIL  
STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD 1 JULY 2009 TO 31 MARCH 2010**

	NOTE	31 Mar 2009 Actual \$	31 Mar 2009 Y-T-D Budget \$	2009/10 Annual Budget \$	Variances Budget to Actual Y-T-D %
<b><u>Operating</u></b>					
<b>Revenues</b>					
	1,2				
Interest Earnings		517,511	480,997	627,688	7.59%
Other Revenue		244	0	0	100.00%
		<u>517,755</u>	<u>480,997</u>	<u>627,688</u>	7.64%
<b>(Expenses)</b>					
	1,2				
Employee Costs		(321,684)	(297,739)	(445,449)	(8.04%)
Materials and Contracts					
- Materials and Contracts Other		(55,191)	(168,242)	(270,558)	67.20%
- Professional Consulting Fees		(238,053)	(564,919)	(565,799)	57.86%
Depreciation		0	(2)	(4,502)	(100.00%)
Insurance		(6,604)	(4,250)	(4,250)	(55.39%)
Other Expenditure		(75,953)	(85,375)	(114,000)	11.04%
		<u>(697,485)</u>	<u>(1,120,527)</u>	<u>(1,404,558)</u>	37.75%
<b><u>Adjustments for Non-Cash (Revenue) and Expenditure</u></b>					
Depreciation on Assets		0	2	4,502	(100.00%)
Movement in Non-current Employee Entitlements		0	0	(2,429)	0.00%
<b><u>Capital Revenue and (Expenditure)</u></b>					
Contributed Equity		0	0	(94,539)	0.00%
Land and Buildings		(2,000,000)	(2,250,000)	(2,730,000)	(100.00%)
Furniture and Equipment		0	(27,600)	(29,100)	(100.00%)
ADD Net Current Assets July 1 B/Fwd	7	17,283,240	17,283,240	17,283,240	0.00%
Net Current Assets Year to Date	8	<u>15,103,510</u>	<u>14,366,112</u>	<u>13,654,804</u>	

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

Please refer to compilation Report.

**TAMALA PARK REGIONAL COUNCIL**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY 2009 TO 31 MARCH 2010**

**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 is a special purpose financial report, 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.

The Council does not hold any monies in trust.

**(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) Cash and Cash Equivalents**

Cash and cash equivalents comprise cash at bank and in hand and short-term deposits that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

For the purposes of the Cash Flow Statement, cash and cash equivalents consist of cash and cash equivalents as defined above, net of outstanding bank overdrafts. Bank overdrafts are included as short-term borrowings in current liabilities.

**TAMALA PARK REGIONAL COUNCIL  
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD 1 JULY 2009 TO 31 MARCH 2010**

**1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**(g) Trade and Other Receivables**

Trade receivables, which generally have 30 - 90 day terms, are recognised initially at fair value and subsequently measured at amortised cost using the effective interest rate method, less any allowance for uncollectible amounts.

Collectability of trade receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.

**(h) Inventories**

**General**

Inventories are valued at the lower of cost and net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

Inventories held from trading are classified as current even if not expected to be realised in the next 12 months.

**Land Held for Resale**

Land purchased for development and/or resale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development and interest incurred on the financing of that land during its development. Interest and holding charges incurred after development is complete are recognised as expenses.

Revenue arising from the sale of property is recognised in the operating statement as at the time of signing a binding contract of sale.

Land held for resale is classified as current except where it is held as non-current based on

**(i) Fixed Assets**

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the Municipality includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead.

Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.

**(j) 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:

Computer Equipment	4 years
Printers, Photocopiers and Scanners	5 years
Furniture and Equipment	4 to 10 years
Floorcoverings	8 years
Phones and Faxes	6 to 7 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 2009 TO 31 MARCH 2010**

**1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**(k) Impairment**

In accordance with Australian Accounting Standards the Council's assets, other than inventories, are assessed at each reporting date to determine whether there is any indication they may be impaired.

Where such an indication exists, an estimate of the recoverable amount of the asset is made in accordance with AASB 136 "Impairment of Assets" and appropriate adjustments made.

An impairment loss is recognised whenever the carrying amount of an asset or its cash-generating unit exceeds its recoverable amount. Impairment losses are recognised in the Income Statement.

For non-cash generating assets such as roads, drains, public buildings and the like, value in use is represented by the depreciated replacement cost of the asset.

At the time of preparing this report, it is not possible to estimate the amount of impairment losses (if any) as at 30 June 2010.

In any event, an impairment loss is a non-cash transaction and consequently, has no impact on the Monthly Statement of Financial Position from a budgetary perspective.

**(l) Trade and Other Payables**

Trade and other payables are carried at amortised cost. They represent liabilities for goods and services provided to the Municipality prior to the end of the financial year that are unpaid and arise when the Municipality becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured and are usually paid within 30 days of recognition.

**(m) Employee Benefits**

The provisions for employee benefits relates to amounts expected to be paid for long service leave, annual leave, wages and salaries and are calculated as follows:

**(i) Wages, Salaries, Annual Leave and Long Service Leave (Short-term Benefits)**

The provision for employees' benefits to wages, salaries, annual leave and long service leave expected to be settled within 12 months represents the amount the municipality has a present obligation to pay resulting from employees services provided to balance date. The provision has been calculated at nominal amounts based on remuneration rates the Council expects to pay and includes related on-costs.

**(ii) Annual Leave and Long Service Leave (Long-term Benefits)**

The liability for long service leave is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the projected unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on national government bonds with terms to maturity and currency that match as closely as possible, the estimated future cash outflows. Where Council does not have the unconditional right to defer settlement beyond 12 months, the liability is recognised as a current liability.

**TAMALA PARK REGIONAL COUNCIL**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY 2009 TO 31 MARCH 2010**

**1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**(n) Interest-bearing Loans and Borrowings**

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs.

After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.

Borrowings are classified as current liabilities unless the Council has an unconditional right to defer settlement of the liability for at least 12 months after the balance sheet date.

***Borrowing Costs***

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset.

**(o) Provisions**

Provisions are recognised when: The council has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses.

Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one item included in the same class of obligations may be small.

**(p) Current and Non-Current Classification**

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Council's operational cycle. In the case of liabilities where Council does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current even if not expected to be realised in the next 12 months except for land held for resale where it is held as non-current based on Council's intentions to release for sale.

**TAMALA PARK REGIONAL COUNCIL  
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD 1 JULY 2009 TO 31 MARCH 2010**

## 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 (now Lot 9504); 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 are budgeted to be acquired during the year:

		<b>2009/10 Actual \$</b>	<b>2009/10 Budget \$</b>
<b><u>By Program</u></b>			
<b>Economic Services</b>			
WAPC Land East of TPRC Site	LB	2,000,000	2,250,000
Office TPRC	LB	0	480,000
<b>Other Property and Services</b>			
Desk/chair CEO	FE	0	1,000
Desk/Chair -Proj Dev Mgr	FE	0	1,000
Computer- Proj Dev Mgr	FE	0	2,400
Office Chair Exec Asst	FE	0	200
Meeting Table & Chairs	FE	0	1,500
Plan Display Screen or Projector	FE	0	3,000
General Office Fit Out	FE	0	20,000
		<b><u>2,000,000</u></b>	<b><u>2,759,100</u></b>
<b><u>By Class</u></b>			
Land and Buildings	LB	2,000,000	2,730,000
Furniture and Equipment	FE	0	29,100
		<b><u>2,000,000</u></b>	<b><u>2,759,100</u></b>

## 4. DISPOSALS OF ASSETS

No assets were disposed during the reporting period to the 31st March 2010.

**TAMALA PARK REGIONAL COUNCIL  
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD 1 JULY 2009 TO 31 MARCH 2010**

**5. INFORMATION ON BORROWINGS**

No borrowings have been made in the period under review. No borrowings are budgeted for the 2009-10 financial year.

**6. CONTRIBUTED EQUITY**

The amount of Contributed Equity is \$16,071,045.84 as at 31 March 2010.

**7. NET CURRENT ASSETS**

Composition of Estimated Net Current Asset Position	31 Mar 2009 Actual \$	Brought Forward 1-Jul \$
<b>CURRENT ASSETS</b>		
Cash - Unrestricted	14,976,022	17,342,514
Receivables	204,963	71,431
	<u>15,180,984</u>	<u>17,413,945</u>
<b>LESS: CURRENT LIABILITIES</b>		
Payables and Provisions	<u>(77,474)</u>	<u>(130,705)</u>
NET CURRENT ASSET POSITION	15,103,510	17,283,240
<b>NET CURRENT ASSET POSITION</b>	<u><u>15,103,510</u></u>	<u><u>17,283,240</u></u>

**8. RATING INFORMATION**

Being a Regional Council, no rates will be raised during the year ending 30 June 2010.

**9. TRUST FUNDS**

The Regional Council does not hold any funds in trust on behalf of third parties.



**Tamala Park Regional Council**

**Balance Sheet**

As of March 31, 2010

	Mar 31, 10	Jun 30, 09	\$ Change
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Chequing/Savings</b>			
<b>A01100 - Cash at Bank</b>			
A01101 - Unrestricted Municipal Bank	15,345.54	-82,633.43	97,978.97
A01102 - Unrestricted Short Term Investm	23,184.87	188,252.00	-165,067.13
A01106 - Fixed Term Deposit_BankWest	7,625,865.57	12,059,284.73	-4,433,419.16
A01107 - Fixed Term Deposit Suncorp Metw	7,311,595.79	5,177,580.77	2,134,015.02
<b>Total A01100 - Cash at Bank</b>	<b>14,975,991.77</b>	<b>17,342,484.07</b>	<b>-2,366,492.30</b>
<b>Total Chequing/Savings</b>	<b>14,975,991.77</b>	<b>17,342,484.07</b>	<b>-2,366,492.30</b>
<b>Accounts Receivable</b>			
<b>A01120 - ACCOUNTS RECEIVABLE</b>			
A011201 - Accrued Interest	0.00	46,925.28	-46,925.28
<b>Total A01120 - ACCOUNTS RECEIVABLE</b>	<b>0.00</b>	<b>46,925.28</b>	<b>-46,925.28</b>
<b>Total Accounts Receivable</b>	<b>0.00</b>	<b>46,925.28</b>	<b>-46,925.28</b>
<b>Other Current Assets</b>			
A01105 - Petty Cash and Cash on Hand	30.00	30.00	0.00
A01180 - Accommodation Bond - CoS	1,000.00	1,000.00	0.00
<b>Total Other Current Assets</b>	<b>1,030.00</b>	<b>1,030.00</b>	<b>0.00</b>
<b>Total Current Assets</b>	<b>14,977,021.77</b>	<b>17,390,439.35</b>	<b>-2,413,417.58</b>
<b>Fixed Assets</b>			
<b>A0151 - Land</b>			
<b>A01512 - At Cost</b>			
<b>E168010 - Land Acquisition 2009-10</b>			
E168011 - Acquisition lot 807 Neerabup Rd	2,000,000.00	0.00	2,000,000.00
<b>Total E168010 - Land Acquisition 2009-10</b>	<b>2,000,000.00</b>	<b>0.00</b>	<b>2,000,000.00</b>
<b>Total A01512 - At Cost</b>	<b>2,000,000.00</b>	<b>0.00</b>	<b>2,000,000.00</b>
<b>Total A0151 - Land</b>	<b>2,000,000.00</b>	<b>0.00</b>	<b>2,000,000.00</b>
<b>A0154 - Furniture &amp; Equipment</b>			
A01541 - Accumulated Depn - F&E	-8,060.00	-8,060.00	0.00
<b>A01542 - At Cost</b>			
<b>E168200 - Additiions - 2007-08</b>			
E168201 - Telephones, Faxes	662.73	662.73	0.00
E168203 - Computer Equipment	7,857.14	7,857.14	0.00
E168204 - Printers Photocopiers Scanners	6,821.73	6,821.73	0.00
E168205 - Furniture & Equipment	136.36	136.36	0.00
E168206 - Floor Coverings	2,050.00	2,050.00	0.00
<b>Total E168200 - Additiions - 2007-08</b>	<b>17,527.96</b>	<b>17,527.96</b>	<b>0.00</b>
<b>E168500 - Additions 2008-09</b>			
E168502 - Computer - Project Dev Mgr	2,490.82	2,490.82	0.00
<b>Total E168500 - Additions 2008-09</b>	<b>2,490.82</b>	<b>2,490.82</b>	<b>0.00</b>
<b>A01542 - At Cost - Other</b>	<b>2,959.27</b>	<b>2,959.27</b>	<b>0.00</b>

## Tamala Park Regional Council

## Balance Sheet

As of March 31, 2010

	Mar 31, 10	Jun 30, 09	\$ Change
Total A01542 - At Cost	22,978.05	22,978.05	0.00
Total A0154 - Furniture & Equipment	14,918.05	14,918.05	0.00
Total Fixed Assets	2,014,918.05	14,918.05	2,000,000.00
<b>TOTAL ASSETS</b>	<b>16,991,939.82</b>	<b>17,405,357.40</b>	<b>-413,417.58</b>
<b>LIABILITIES</b>			
<b>Current Liabilities</b>			
<b>Accounts Payable</b>			
L01215 - SUNDRY CREDITORS	-0.75	68,577.26	-68,578.01
Total Accounts Payable	-0.75	68,577.26	-68,578.01
<b>Credit Cards</b>			
A01110 - Westpac Visa Corp Credit Card	-51.50	0.00	-51.50
Total Credit Cards	-51.50	0.00	-51.50
<b>Other Current Liabilities</b>			
<b>2100 - Payroll Liabilities</b>			
L2001 - PAYG Deductions	66,512.17	3,600.00	62,912.17
2100 - Payroll Liabilities - Other	-40,302.17	0.00	-40,302.17
Total 2100 - Payroll Liabilities	26,210.00	3,600.00	22,610.00
<b>2200 - Tax Payable</b>			
L0122 - Employee Entitlements	-203,962.71	-23,505.68	-180,457.03
<b>L01225 - Annual Leave</b>			
L01225 - Annual Leave	31,530.56	31,530.56	0.00
<b>L01226 - LSL Liability Current</b>			
L01226 - LSL Liability Current	13,185.35	13,185.35	0.00
<b>L01227 - Accrued Wages</b>			
L01227 - Accrued Wages	0.00	7,211.95	-7,211.95
Total L0122 - Employee Entitlements	44,715.91	51,927.86	-7,211.95
<b>L01229 - Prov for Audit Fees</b>			
L01229 - Prov for Audit Fees	6,600.00	6,600.00	0.00
Total Other Current Liabilities	-126,436.80	38,622.18	-165,058.98
Total Current Liabilities	-126,489.05	107,199.44	-233,688.49
<b>Long Term Liabilities</b>			
L01230 - Provision - Employee LSL	2,429.11	2,429.11	0.00
Total Long Term Liabilities	2,429.11	2,429.11	0.00
<b>TOTAL LIABILITIES</b>	<b>-124,059.94</b>	<b>109,628.55</b>	<b>-233,688.49</b>
<b>NET ASSETS</b>	<b>17,115,999.76</b>	<b>17,295,728.85</b>	<b>-179,729.09</b>
<b>EQUITY</b>			
<b>3000 - Opening Bal Equity</b>			
L019051 - TVP Dist Rates Equiv 07-09	-12,532.78	-12,532.78	0.00
L019052 - CP Dist Rates Equiv 07-09	-12,532.78	-12,532.78	0.00
L019053 - TC Dist Rates Equiv 07-09	-12,532.78	-12,532.78	0.00
L019054 - CJ Dist Rates Equiv 07-09	-25,065.55	-25,065.55	0.00
L019055 - CW Dist Rates Equiv 07-09	-25,065.55	-25,065.55	0.00
L019056 - TV Dist Rates Equiv 07-09	-12,532.78	-12,532.78	0.00
L019057 - CS Dist Rates Equiv 07-09	-50,131.11	-50,131.11	0.00

## Tamala Park Regional Council

## Balance Sheet

As of March 31, 2010

	<b>Mar 31, 10</b>	<b>Jun 30, 09</b>	<b>\$ Change</b>
<b>Total 3000 - Opening Bal Equity</b>	-150,393.33	-150,393.33	0.00
<b>3900 - *Retained Earnings</b>	1,224,683.01	1,212,368.98	12,314.03
<b>L019001 - Town of Victoria Park</b>			
L019101 - TVP Contributed Equity	1,351,786.60	1,351,786.60	0.00
<b>Total L019001 - Town of Victoria Park</b>	1,351,786.60	1,351,786.60	0.00
<b>L019002 - City of Perth</b>			
L019102 - CP Contributed Equity	1,351,786.60	1,351,786.60	0.00
<b>Total L019002 - City of Perth</b>	1,351,786.60	1,351,786.60	0.00
<b>L019003 - Town of Cambridge</b>			
L019103 - TC Contributed Equity	1,351,786.60	1,351,786.60	0.00
<b>Total L019003 - Town of Cambridge</b>	1,351,786.60	1,351,786.60	0.00
<b>L019004 - City of Joondalup</b>			
L019104 - CJ Contributed Equity	2,703,573.19	2,703,573.19	0.00
<b>Total L019004 - City of Joondalup</b>	2,703,573.19	2,703,573.19	0.00
<b>L019005 - City of Wanneroo</b>			
L019105 - CW Contributed Equity	2,703,573.19	2,703,573.19	0.00
<b>Total L019005 - City of Wanneroo</b>	2,703,573.19	2,703,573.19	0.00
<b>L019006 - Town of Vincent</b>			
L019106 - TV Contributed Equity	1,351,786.60	1,351,786.60	0.00
<b>Total L019006 - Town of Vincent</b>	1,351,786.60	1,351,786.60	0.00
<b>L019007 - City of Stirling</b>			
L019107 - CS Contributed Equity	5,407,146.39	5,407,146.39	0.00
<b>Total L019007 - City of Stirling</b>	5,407,146.39	5,407,146.39	0.00
<b>Net Income</b>	-179,729.09	12,314.03	-192,043.12
<b>TOTAL EQUITY</b>	<b>17,115,999.76</b>	<b>17,295,728.85</b>	<b>-179,729.09</b>

**Profit & Loss Budget Performance**  
July 2009 through March 2010

	Jul '09 - Mar 10	Budget	YTD Budget	Annual Budget
<b>Income</b>				
<b>I03 - GENERAL PURPOSE FUNDING</b>				
<b>I032 - Other GPF</b>				
I032030 - Interest on Investment	517,511.26	480,997.00	480,997.00	627,688.00
I032 - Other GPF - Other	30.29			
<b>Total I032 - Other GPF</b>	<b>517,541.55</b>	<b>480,997.00</b>	<b>480,997.00</b>	<b>627,688.00</b>
<b>Total I03 - GENERAL PURPOSE FUNDING</b>	<b>517,541.55</b>	<b>480,997.00</b>	<b>480,997.00</b>	<b>627,688.00</b>
<b>I14 - OTHER PROPERTY &amp; SERVICES</b>				
<b>I145 - Administration</b>				
I145010 - Reimbursements	213.48			
<b>Total I145 - Administration</b>	<b>213.48</b>			
<b>Total I14 - OTHER PROPERTY &amp; SERVICES</b>	<b>213.48</b>			
<b>Total Income</b>	<b>517,755.03</b>	<b>480,997.00</b>	<b>480,997.00</b>	<b>627,688.00</b>
<b>Gross Profit</b>	<b>517,755.03</b>	<b>480,997.00</b>	<b>480,997.00</b>	<b>627,688.00</b>
<b>Expense</b>				
<b>E04 - GOVERNANCE.</b>				
<b>E041 - Membership</b>				
E041005 - Chairman Allowance	11,500.00	4,500.00	4,500.00	6,000.00
E041010 - Deputy Chair Allowance	750.00	1,125.00	1,125.00	1,500.00
E041015 - Elected Members Remuneration				
E041018 - Composite Allowance	61,625.00	68,250.00	68,250.00	91,000.00
<b>Total E041015 - Elected Members Remuneration</b>	<b>61,625.00</b>	<b>68,250.00</b>	<b>68,250.00</b>	<b>91,000.00</b>
E041020 - Conference Expenses	8,062.73	8,000.00	8,000.00	8,000.00
E041025 - Training	0.00	0.00	0.00	0.00
E041030 - Other Costs	0.00	3,500.00	3,500.00	7,500.00
<b>Total E041 - Membership</b>	<b>81,937.73</b>	<b>85,375.00</b>	<b>85,375.00</b>	<b>114,000.00</b>
<b>Total E04 - GOVERNANCE.</b>	<b>81,937.73</b>	<b>85,375.00</b>	<b>85,375.00</b>	<b>114,000.00</b>
<b>E14 - OTHER PROPERTY &amp; SERVICES.</b>				
<b>E145 - Administration</b>				
E145005 - Salaries - Basic Costs	290,072.94	261,197.00	261,197.00	390,987.00
E145007 - Salaries Occ. Superannuation	22,553.43	23,459.00	23,459.00	35,139.00
E145009 - Salaries WALGS Superannuation	1,107.66	1,485.00	1,485.00	1,485.00
E145011 - Advertising Staff Vacancies	17,812.52	3,000.00	3,000.00	9,000.00
E145015 - Insurance W/comp.	7,711.00	7,038.00	7,038.00	7,038.00
E145017 - Medical Exam. Costs	0.00	150.00	150.00	150.00
E145019 - Staff Training & Dev.	320.00	1,050.00	1,050.00	1,050.00
E145021 - Telephone - Staff Reimbursement	0.00	360.00	360.00	600.00
E145025 - Other Accom & Property Costs	5,435.47	3,410.00	3,410.00	5,344.00
E145027 - Advertising General	0.00	8,810.00	8,810.00	9,800.00

**Profit & Loss Budget Performance**  
July 2009 through March 2010

	Jul '09 - Mar 10	Budget	YTD Budget	Annual Budget
E145029 · Advertising Public/Statutory	567.16	4,200.00	4,200.00	6,000.00
E145031 · Graphics Consumables	263.28	700.00	700.00	700.00
E145033 · Photocopying	1,018.54	990.00	990.00	1,320.00
E145037 · Postage, Courier & Freight	172.12	280.00	280.00	400.00
E145039 · Printing	356.18	2,200.00	2,200.00	2,200.00
E145041 · Signage/Decals	0.00	100.00	100.00	100.00
E145043 · Stationery	591.53	400.00	400.00	600.00
E145045 · Other Admin Expenses	72.73	0.00	0.00	1,000.00
E145047 · Office Telephones & Faxes	2,442.07	1,584.00	1,584.00	2,112.00
E145049 · Mobil Phones, Pages, Radios	54.48			
E145053 · Bank Charges	298.09	225.00	225.00	300.00
E145055 · Credit Charges	3.75	60.00	60.00	60.00
E145057 · Audit Fees	4,000.00	13,800.00	13,800.00	13,800.00
E145059 · Membership Fees	2,000.00	7,150.00	7,150.00	7,550.00
E145061 · Legal Expenses	9,087.50	47,000.00	47,000.00	70,000.00
E145063 · Conveyancing Expenses	100.00	500.00	500.00	500.00
E145065 · Surveyors Fees	0.00	34,000.00	34,000.00	34,000.00
E145067 · Title Searches	0.00	100.00	100.00	100.00
E145069 · Valuation Fees	0.00	9,000.00	9,000.00	16,000.00
E145071 · Other Professional Fees	0.00	0.00	0.00	0.00
E145075 · Promotions	0.00	50,000.00	50,000.00	100,000.00
E145077 · Business Hospitality Expenses	260.88	2,000.00	2,000.00	3,000.00
E145079 · Consultancy				
E145400 · Structure Planning TPG Main				
E145401 · TPG Direct Component	45,060.31	45,000.00	45,000.00	45,000.00
E145402 · TPG_Variation SP Options	32,100.00	32,399.00	32,399.00	32,399.00
E145403 · Aerial Perspective Diagrams	3,636.36	3,700.00	3,700.00	3,700.00
E145405 · TPG Syrxn Component	4,241.60	4,400.00	4,400.00	4,400.00
E145406 · TPG Creating Communit Component	3,730.10	0.00	0.00	0.00
E145409 · TPG Uloht & Assoc Component	25,057.00	23,000.00	23,000.00	23,000.00
E145410 · TPG Pracsys Econ Component	0.00	0.00	0.00	0.00
E145411 · TPG_Tabec_Varn_LotContourAnal	2,240.00	0.00	0.00	0.00
E145412 · TPG Uloht & Associates -Var'n M	1,520.00			
E145413 · Structure Plan Modificatio (BR)	0.00	10,000.00	10,000.00	30,000.00
E145400 · Structure Planning TPG Main - Other	0.00			
<b>Total E145400 · Structure Planning TPG Main</b>	<b>117,585.37</b>	<b>118,499.00</b>	<b>118,499.00</b>	<b>138,499.00</b>
E145430 · Other Struct_PI Consultancies				
E145431 · CSIRO - Water Balance Design	0.00	0.00	0.00	0.00
E145432 · Syrxn Env- Flora Fauna Study	0.00	0.00	0.00	0.00
E145433 · Syrxn Env Mgt Rep-SP-992/33	0.00	0.00	0.00	0.00
E145434 · Syrxn Env_Flora Targ Surv West	0.00	0.00	0.00	0.00
E145435 · MWH _Local Water Mgmnt Strategy	14,620.02	11,500.00	11,500.00	11,500.00
E145436 · Syrxn Lev 2 Flora Veget Surv	30,222.50	45,000.00	45,000.00	45,000.00
E145437 · Landscaping & Env Detail Plan	0.00	38,000.00	38,000.00	38,000.00
E145438 · Eng Contours post St PI Approva	15,230.00	48,000.00	48,000.00	48,000.00
E145430 · Other Struct_PI Consultancies - Other	0.00	0.00	0.00	0.00
<b>Total E145430 · Other Struct_PI Consultancies</b>	<b>60,072.52</b>	<b>142,500.00</b>	<b>142,500.00</b>	<b>142,500.00</b>

**Tamala Park Regional Council**  
**Profit & Loss Budget Performance**  
 July 2009 through March 2010

	Jul '09 - Mar 10	Budget	YTD Budget	Annual Budget
<b>E145440 - Env Innovation Consultancies</b>				
E145442 - Project Financial Planning/Viab	0.00	10,000.00	10,000.00	10,000.00
E145443 - Hydrology Mgmt & Reuse	0.00	30,000.00	30,000.00	30,000.00
E145444 - Energy Generation-Application	0.00	30,000.00	30,000.00	30,000.00
E145445 - Communication Systems	0.00	30,000.00	30,000.00	30,000.00
E145446 - MRC landfill Future Use/Integra	0.00	25,000.00	25,000.00	25,000.00
E145447 - Graceful Sun Moth Survey (BR)	0.00	0.00	0.00	28,000.00
E145448 - EPBC Act Management (BR)	0.00	10,000.00	10,000.00	30,000.00
<b>Total E145440 - Env Innovation Consultancies</b>	<b>0.00</b>	<b>135,000.00</b>	<b>135,000.00</b>	<b>183,000.00</b>
<b>E145450 - Admin-Operational Consultancies</b>				
E145451 - GST management	0.00	0.00	0.00	1,000.00
E145452 - Recruitment_Human Resources	32,832.06	38,000.00	38,000.00	38,000.00
E145450 - Admin-Operational Consultancies - Other	12,162.70			
<b>Total E145450 - Admin-Operational Consultancies</b>	<b>44,994.76</b>	<b>38,000.00</b>	<b>38,000.00</b>	<b>39,000.00</b>
<b>Total E145079 - Consultancy</b>	<b>222,652.65</b>	<b>433,999.00</b>	<b>433,999.00</b>	<b>502,999.00</b>
E145081 - Professional Retainer	11,400.00	44,120.00	44,120.00	47,000.00
E145082 - Lawyers (BR)	0.00	10,000.00	10,000.00	30,000.00
E145083 - Research	2,000.00	28,000.00	28,000.00	37,000.00
E145084 - EOI Consultancy (BR)	0.00	10,000.00	10,000.00	30,000.00
E145086 - Probity Auditor (BR)	0.00	10,000.00	10,000.00	30,000.00
E145087 - Computer Software Mtce	522.73	850.00	850.00	850.00
E145089 - Computer Software Purchase	3,778.00	3,400.00	3,400.00	10,000.00
E145091 - Computer Sundries	47.26	600.00	600.00	1,000.00
E145092 - Data Communication Links	0.00	711.00	711.00	948.00
E145093 - Internet Provider Costs	1,595.46	1,446.00	1,446.00	1,776.00
E145094 - Plant & Equipment Purchase Non-	0.00	0.00	0.00	300.00
E145095 - Furniture & Equipment Purchase	346.28			
E145097 - Hire of Equipment	309.99	10.00	10.00	500.00
E145101 - Consumable Stores	0.00	10.00	10.00	100.00
E145103 - Newspapers & Periodicals	0.00	10.00	10.00	200.00
E145105 - Publications & Brochures	0.00	10.00	10.00	800.00
E145107 - Subscriptions	0.00	250.00	250.00	250.00
E145109 - Parking Expenses	93.46			
E145111 - Plans	0.00	1,600.00	1,600.00	1,800.00
E145113 - Emergency Services	754.55	700.00	700.00	700.00
E145117 - Electricity	921.82	936.00	936.00	1,248.00
E145119 - Professional Indemnity	0.00	1,200.00	1,200.00	1,200.00
E145121 - Insurance - Public Liability	1,900.00	1,910.00	1,910.00	1,910.00
E145123 - Insurance - Property (ISR)	2,532.88	340.00	340.00	340.00
E145126 - Insurance - Personal Accident	800.00	800.00	800.00	800.00
E145127 - Insurance - Other	1,290.00			
E145204 - Fences/Walls (Sumps in Road Res	0.00	0.00	0.00	1,000.00
E145205 - Recreation Reserves Mtce	0.00	0.00	0.00	1,000.00
E145217 - Cash Rounding Account	-0.02			

**Tamala Park Regional Council**  
**Profit & Loss Budget Performance**  
July 2009 through March 2010

	Jul '09 - Mar 10	Budget	YTD Budget	Annual Budget
E145222 - Depreciation Furniture_office E	0.00	2.00	2.00	4,502.00
E145340 - Creditors Adjustme for Prev Yrs	-1,700.00			
<b>Total E145 - Administration</b>	<b>615,546.39</b>	<b>1,035,152.00</b>	<b>1,035,152.00</b>	<b>1,428,558.00</b>
<b>Total E14 - OTHER PROPERTY &amp; SERVICES.</b>	<b>615,546.39</b>	<b>1,035,152.00</b>	<b>1,035,152.00</b>	<b>1,428,558.00</b>
<b>Total Expense</b>	<b>697,484.12</b>	<b>1,120,527.00</b>	<b>1,120,527.00</b>	<b>1,542,558.00</b>
<b>Net Income</b>	<b>-179,729.09</b>	<b>-639,530.00</b>	<b>-639,530.00</b>	<b>-914,870.00</b>

Tamala Park Regional Council

Income Statement by Nature and Type

July 2009 through March 2010

	<b>Jul '09 - Mar 10</b>	<b>YTD Budget</b>	<b>Annual Budget</b>
<b>Revenue</b>			
Interest Earnings	517,511.26	480,997.00	627,688.00
Other Revenue	243.77		
<b>Total Revenue</b>	<b>517,755.03</b>	<b>480,997.00</b>	<b>627,688.00</b>
<b>Expenses</b>			
Depreciation	0.00	-2.00	-4,502.00
Employee Costs	-321,684.03	-297,739.00	-445,449.00
Insurance	-6,603.88	-4,250.00	-4,250.00
Materials & Contracts MTC	0.00	-700.00	-2,700.00
Materials & Contracts Other	-55,190.58	-167,542.00	-267,858.00
Other	-75,952.98	-85,375.00	-114,000.00
Professional/Consultant Fees	-238,052.65	-564,919.00	-703,799.00
<b>Total Expenses</b>	<b>-697,484.12</b>	<b>-1,120,527.00</b>	<b>-1,542,558.00</b>
Unclassified	0.00	0.00	0.00
<b>TOTAL</b>	<b>-179,729.09</b>	<b>-639,530.00</b>	<b>-914,870.00</b>



# Tamala Park Regional Council

## Cheque Detail

February 2010

Type	Num	Date	Name	Description	Account	Paid Amount
<b>Bill Pmt -Cheque</b>	<b>CH-200157</b>	<b>01/02/2010</b>	<b>City of Stirling</b>	<b>Rental &amp; electricity for MR3 SCC for March 2010</b>	<b>A01101 - Unrestricted Municipal Bank</b>	
Bill	1629 March 2010	01/02/2010		Rental for MR3 SCC for March 2010	E145025 - Other Accom & Property Costs	-286.04
				Electricity - MR3 SCC for March 2010	E145117 - Electricity	-108.73
			Australian Taxation Office	Non-Cap. Acq. - Inc GST	2200 - Tax Payable	-39.47
						<u>-434.24</u>
<b>Bill Pmt -Cheque</b>	<b>CH-200158</b>	<b>01/02/2010</b>	<b>City of Stirling</b>	<b>Rental RC office for March 2010</b>	<b>A01101 - Unrestricted Municipal Bank</b>	
Bill	Rental 6658 march 10	01/02/2010		Rental RC office for March 2010	E145025 - Other Accom & Property Costs	-92.00
			Australian Taxation Office	Non-Cap. Acq. - Inc GST	2200 - Tax Payable	-9.20
						<u>-101.20</u>
<b>Bill Pmt -Cheque</b>	<b>CH-200159</b>	<b>15/02/2010</b>	<b>Evangel, Eleni</b>	<b>Nov09/Dec09/Jan10 composite payment</b>	<b>A01101 - Unrestricted Municipal Bank</b>	
Bill	Feb 2010	15/02/2010		Nov09/Dec09/Jan10 composite payment	E041018 - Composite Allowance	-1,750.00
						<u>-1,750.00</u>
<b>Bill Pmt -Cheque</b>	<b>CH-200160</b>	<b>15/02/2010</b>	<b>Italiano, John</b>	<b>Nov09/Dec09/Jan10 composite payment</b>	<b>A01101 - Unrestricted Municipal Bank</b>	
Bill	Feb 2010	15/02/2010		Chairman allowance Nov09/Dec09/Jan10	E041005 - Chairman Allowance	-5,000.00
						<u>-5,000.00</u>
<b>Bill Pmt -Cheque</b>	<b>CH-200161</b>	<b>15/02/2010</b>	<b>Proud, Stephanie</b>	<b>Nov09/Dec09/Jan10 composite payment</b>	<b>A01101 - Unrestricted Municipal Bank</b>	
Bill	Feb 2010	15/02/2010		Nov09/Dec09/Jan10 composite payment	E041018 - Composite Allowance	-1,750.00
						<u>-1,750.00</u>
<b>Bill Pmt -Cheque</b>	<b>CH-200162</b>	<b>15/02/2010</b>	<b>Catania, Nick</b>	<b>Nov09/Dec09/Jan10 composite payment</b>	<b>A01101 - Unrestricted Municipal Bank</b>	
Bill	Feb 2010	15/02/2010		Nov09/Dec09/Jan10 composite payment	E041018 - Composite Allowance	-1,750.00
						<u>-1,750.00</u>
<b>Bill Pmt -Cheque</b>	<b>CH-200163</b>	<b>15/02/2010</b>	<b>Proud, Stephanie</b>	<b>Reimbursement for fuel for 4WD for site visit Jan 2010</b>	<b>A01101 - Unrestricted Municipal Bank</b>	
Bill	Reimbursement	15/02/2010		Reimbursement of fuel for 4WD for site visit Jan 2010	E145097 - Hire of Equipment	-10.02
						<u>-10.02</u>
<b>Cheque</b>	<b>Feb 2011</b>	<b>15/02/2010</b>	<b>Westpac Bank</b>	<b>Credit card for period 12/1/10 to 11/2/10</b>	<b>A01101 - Unrestricted Municipal Bank</b>	
				Credit card for period 12/1/10 to 11/2/10	A01110 - Westpac Visa Corp Credit Card	-745.39
						<u>-745.39</u>
<b>Bill Pmt -Cheque</b>	<b>CH-200164</b>	<b>25/02/2010</b>	<b>City of Stirling</b>	<b>Special Projects Officer office rental for April 2010</b>	<b>A01101 - Unrestricted Municipal Bank</b>	
Bill	Rental 6658 April 10	25/02/2010		Special Projects Officer office rental for April 2010	E145025 - Other Accom & Property Costs	-88.00
			Australian Taxation Office	Non-Cap. Acq. - Inc GST	2200 - Tax Payable	-8.80
						<u>-96.80</u>
<b>Bill Pmt -Cheque</b>	<b>CH-200165</b>	<b>25/02/2010</b>	<b>City of Stirling</b>	<b>Rental &amp; electricity R3 SCC for April 2010</b>	<b>A01101 - Unrestricted Municipal Bank</b>	
Bill	Rental 1629 April 10	25/02/2010		Rental R3 SCC for April 2010	E145025 - Other Accom & Property Costs	-273.60

Tamala Park Regional Council

**Cheque Detail**

February 2010

Type	Num	Date	Name	Description	Account	Paid Amount
				Electricity - R3 SCC for April 2010	E145117 · Electricity	-104.00
			Australian Taxation Office	Non-Cap. Acq. - Inc GST	2200 · Tax Payable	-37.76
						<u>-415.36</u>
Bill Pmt -Cheque	CH-200166	25/02/2010	City of Stirling	Hire Room 1 SCC for PCG meeting 9/3/10	A01101 · Unrestricted Municipal Bank	
Bill	Rental 6435	25/02/2010		Hire Room 1 SCC for PCG meeting 9/3/10	E145025 · Other Accom & Property Costs	-70.91
			Australian Taxation Office	Non-Cap. Acq. - Inc GST	2200 · Tax Payable	-7.09
						<u>-78.00</u>
<b>Cheque payments Total February 2010</b>						<b>-12,131.01</b>

## Tamala Park Regional Council

## Cheque Detail

Type	Num	Date	Name	March 2010 Description	Account	Paid Amount
Cheque	CH-200172	10/03/2010	Westpac Bank	Credit card charges for 12/2/10 to 10/3/10 Credit card charges for 12/2/10 to 10/3/10	A01101 - Unrestricted Municipal Bank A01110 - Westpac Visa Corp Credit Card	-1,445.88 <hr/> -1,445.88
Bill Pmt -Cheque	CH-200167	11/03/2010	City of Stirling	Hire MR1 SCC CEO Group meeting 8/4/10	A01101 - Unrestricted Municipal Bank	
Bill	Rental 6446	11/03/2010	Australian Taxation Office	Hire MR1 SCC CEO Group meeting 8/4/10 Non-Cap. Acq. - Inc GST	E145025 - Other Accom & Property Costs 2200 - Tax Payable	-124.09 <hr/> -12.41 -136.50
Bill Pmt -Cheque	CH-200168	11/03/2010	City of Stirling	PCG Meeting Hire MR1 SCC 6/4/10	A01101 - Unrestricted Municipal Bank	
Bill	Rental 6436	11/03/2010	Australian Taxation Office	PCG Meeting Hire MR1 SCC 6/4/10 Non-Cap. Acq. - Inc GST	E145025 - Other Accom & Property Costs 2200 - Tax Payable	-70.91 <hr/> -7.09 -78.00
Cheque	CH-200170	16/03/2010	Westpac Bank	Westpac Bank Charges for March 2010 Transaction fee Service fee Internet banking online fee Token monthly fee Account overdrawn fee	A01101 - Unrestricted Municipal Bank E145053 - Bank Charges E145053 - Bank Charges E145053 - Bank Charges E145053 - Bank Charges E145053 - Bank Charges	-4.20 -13.00 -8.25 -5.50 <hr/> -9.00 -39.95
Bill Pmt -Cheque	CH-200170	18/03/2010	Worldwide Online Print	Certificates for outgoing councillors	A01101 - Unrestricted Municipal Bank	
Bill	6021-946467	18/03/2010	Australian Taxation Office	Printing - Certificates for outgoing councillors Non-Cap. Acq. - Inc GST	E145039 - Printing 2200 - Tax Payable	-77.27 <hr/> -7.73 -85.00
Cheque	CH-200173	18/03/2010	Westpac Bank	Westpac Bank Cheque for Main Roads WA Lot 807 Neerabup Road Acquisition from MRWA Cap. Acq. - Inc GST	A01101 - Unrestricted Municipal Bank E168011 - Acquisition lot 807 Neerabup Rd 2200 - Tax Payable	-2,000,000.00 <hr/> -200,000.00 -2,200,000.00
Bill Pmt -Cheque	CH-200169	18/03/2010	Landgate	Registration fee for registering Lot 807 Neerabup Rd	A01101 - Unrestricted Municipal Bank	
Bill	Lot 807 Neerabup	11/03/2010		Registration fee for registering the land transfer of Lot 807	E145063 - Conveyancing Expenses	-100.00

## Tamala Park Regional Council

## Cheque Detail

Type	Num	Date	Name	March 2010 Description	Account	Paid Amount
			Australian Taxation Office	Non-Cap. Acq. - Inc GST	2200 · Tax Payable	-10.00
						-110.00
<b>Bill Pmt -Cheque</b>	<b>CH-200171</b>	<b>25/03/2010</b>	<b>City of Stirling</b>	<b>MR3 SCC Rent &amp; electricity May 2010</b>	<b>A01101 · Unrestricted Municipal Bank</b>	
Bill	Rental 1629 May10	25/03/2010		MR3 SCC Rent May 2010	E145025 · Other Accom & Property Costs	-261.16
				MR3 SCC Electricity for May 2010	E145117 · Electricity	-99.27
			Australian Taxation Office	Non-Cap. Acq. - Inc GST	2200 · Tax Payable	-36.05
						-396.48
<b>Bill Pmt -Cheque</b>	<b>CH-200172</b>	<b>25/03/2010</b>	<b>City of Stirling</b>	<b>Special projects officer office rent for May 2010</b>	<b>A01101 · Unrestricted Municipal Bank</b>	
Bill	Rental 6658 May10	25/03/2010		SPO office rent for May 2010	E145025 · Other Accom & Property Costs	-84.00
			Australian Taxation Office	Non-Cap. Acq. - Inc GST	2200 · Tax Payable	-8.40
						-92.40
<b>Cheque</b>	<b>CH-200171</b>	<b>31/03/2010</b>	<b>Westpac</b>	<b>Interest on Overdrawn Cheque Account</b>	<b>A01101 · Unrestricted Municipal Bank</b>	
				Interest on overdrawn cheque account	E145053 · Bank Charges	-0.04
						-0.04
<b>Cheque payments Total March 2010</b>						<b>-2,202,384.25</b>



**REQUEST FOR PROPOSAL**

**FOR A**

**LAND DEVELOPMENT**

**OPPORTUNITY**



Submissions must be delivered to:

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

The time for the lodging of submissions is no later than:

**2:00PM Western Standard Time (WST) on 7 May 2010**

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

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## 1. INTRODUCTION

The following 7 local governments have a joint land holding in Tamala Park:

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

On 3 February 2006, the 7 local governments formed the Tamala Park Regional Council (**TPRC**), a regional local government established by virtue of the Establishment Agreement (**Establishment Agreement**) approved by the Minister of Local Government and Regional Development pursuant to section 3.61 of the *Local Government Act 1995*.

The joint land holding in Tamala Park (**Land**) that is the subject of this Request for Proposal (**RFP**) comprises approximately 170 hectares in area and is located in Clarkson and surrounded by the suburbs of Mindarie, Kinross and Burns Beach. The Land is bounded by Neerabup road to the north, the Mitchell Freeway reservation and Neerabup Regional Park to the east, the Tamala Park landfill facility to the south and an existing coastal foreshore reserve and the Indian Ocean to the west.

The Establishment Agreement provides that:

- a) The local governments will transfer the Land to the TPRC;
- b) The regional purpose for which the TPRC was established is to:
  - (i) undertake the rezoning, subdivision, development, marketing and sale of the Land; and
  - (ii) 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 (i); and
- c) The objectives of the TPRC are to:
  - (i) develop and improve the value of the Land;
  - (ii) maximize, within prudent risk parameters, the financial return to the TPRC;
  - (iii) balance economic, social and environmental issues; and
  - (iv) produce a quality development demonstrating the best urban design and development practice.

The TPRC is calling for submissions from suitably qualified and experienced companies or consortia to provide services to the TPRC in respect of the Land.

Proponents will need to demonstrate a commitment and ability to provide comprehensive project management and sales and marketing management service and sustainability initiatives across the Land. The successful proponent will be required to take instruction from the TPRC and comply with agreed reporting requirements.

### 1.1 DEVELOPMENT DELIVERY MODEL OBJECTIVES

Through the RFP process the TPRC aims to:

- a) select a proponent with financial capacity, project management and sales and marketing skills to manage and deliver the project vision in respect of the Land; and
- b) enter in to a formal legal agreement governing the arrangement between the successful proponent and the TPRC (Development Agreement - see Appendix 3) by which:
  - the TPRC makes the Land available for the development and funds the development costs; and
  - the successful proponent provides the project management and sales and marketing expertise to the project.

It is the TPRC's intention that the terms of the formal Development Agreement:

- a) optimizes the financial return to TPRC while delivering enhanced economic, environmental, and social outcomes for the development of the Land; and
- b) provides an attractive remuneration to the successful proponent for the services it provides.

## 1.2 THE OPPORTUNITY

This is a unique opportunity to provide services to the TPRC in an exciting new master planned project, comprising approximately 2500 lots, within one of the fastest growing regions in Australia. The first stage of development and sales is planned to commence in early 2011.

The successful proponent will be given the opportunity to enter into a Development Agreement with TPRC for the provision of services in respect of the development of Land on a staged basis. Based on the successful proponent's submission, the successful proponent and the TPRC will agree on key performance indicators which will be used to measure the performance of the successful proponent in respect of its obligations under the Development Agreement. The TPRC will make the Land available to the successful proponent for development in stages subject to the successful proponent meeting the agreed performance criteria.

## 1.3 LOCATION AND CONTEXT

The Land extends from the coast, east to the Mitchell Freeway. It is surrounded by the suburbs of Mindarie and Clarkson. It has road frontage to Marmion Avenue, Connolly Drive and Neerabup Road and abuts the Clarkson Railway Station.

It is surrounded by the established residential areas of Burns Beach, Kinross, Clarkson and Mindarie. It also adjoins the Ocean Keys retail and commercial centre and is only 2km from Mindarie Marina. It is surrounded by well established private and public infrastructure.





## 1.4 PROJECT VISION

To create an urban centre for choice, sustainability, community and opportunity from the Land.

## 1.5 PROCESS AND INDICATIVE PROGRAM

TPRC intends to conduct a single phase assessment process to identify a preferred proponent with which to negotiate the Development Agreement. The proposed timeframe for the announcement of a preferred proponent is as follows:

### REQUEST FOR PROPOSAL PROPOSED TIMEFRAMES

Request for Proposal Advertised	31 March 2010 + 3 April 2010
Closing Date	7 May 2010
Evaluation Process	8 May 2010 - 4 June 2010
Interviews (if required)	24-28 May 2010
TPRC Approval of preferred proponent	15 July 2010
Announcement of preferred proponent	16 July 2010
Negotiation Phase	16 July – 18 August 2010
Contract Award	19 August 2010

The above dates and phases are indicative only.

## 2.0 PLANNING AND ENVIRONMENT

### 2.1 THE SITE

The Land comprises an area of approximately 170 hectares and forms part of Lot 9504 on Deposited Plan 52070. That part of the Land west of Marmion Avenue is zoned 'Urban' under the Metropolitan Region Scheme, the remaining portion of the Land east of Marmion Avenue is zoned 'Urban Deferred'.

### 2.2 STRUCTURE PLAN

The TPRC engaged TPG to prepare a Structure Plan for the Land (**Structure Plan**). The Structure Plan was advertised by the City of Wanneroo from 27 October 2009 to 7 December 2009. The City of Wanneroo is presently reviewing submissions and is expected to consider submissions at its meeting in May 2010.

The Structure Plan has been prepared following significant participation and input from the local community, the City of Wanneroo and relevant State Government agencies. The intended strategic outcome of the Structure Plan is to facilitate the establishment of a range of housing and densities that meet the emerging needs of the Perth Metropolitan Region with respect to lifestyle, accessibility and changing demography. In addition, it is intended to create a community having a distinct identity and sense of place that takes advantage of prevailing natural features, a well planned built environment and relationship with existing and future retail, business, community services and other employment opportunities in the immediate locality and wider region.

The Structure Plan will also provide the appropriate management of natural elements and features, such as the protection of significant tracts of native flora and associated fauna within a quality urban landscaping.

Proponents should include a review and recommendations on the Structure Plan and a commitment to the implementation of the Structure Plan. The review and recommendations on the Structure Plan must be presented as a formal written response. This should not be interpreted as a 'design completion'.

The successful proponent will also need to demonstrate an understanding of the Structure Plan and TPRC objectives and outline clear strategies on how these are to be implemented. Details of these requirements are set out in subclause 3.2 of this document.

## 2.3 ENVIRONMENTAL STATUS

The TPRC has engaged Syrinx Environmental to undertake comprehensive environmental assessments over the Land. Syrinx has prepared Environmental Management Plans for the Land which has been considered in the formulation of the Structure Plan. The Environmental Management Plans have identified potential habitat for Carnaby's Cockatoo and the Graceful Sun Moth. Both of these are listed as endangered under the *Conservation, Environment, Protection and Biodiversity Act 1999*. At this stage no referral to the Department of Environment, Water, Heritage and the Arts has been undertaken.

## 2.4 ABORIGINAL HERITAGE AND CONTAMINATED SITES ISSUES

Proponents must rely on their own investigations and satisfy themselves in relation to all aspects of this RFP and any proposed development of the Land. This includes but is not limited to any constraints or processes required to be followed in the development of the Land due to the operation of the *Aboriginal Heritage Act 1972* and the *Contaminated Sites Act 2003*. The proponents acknowledge and understand that if they are selected as the successful proponent they may be required to undertake and manage the TPRC's compliance with such legislative requirements.

## 3.0 ASSESSMENT CRITERIA

The TPRC will assess the RFP submissions using the criteria detailed in this section. Submissions must address the assessment criteria in the format set out below. Proponents are required to provide sufficient information against each of the requirements, using the same headings and in the same order as listed below, to demonstrate their ability to satisfy all of the assessment criteria. Submissions received that have not addressed all the assessment criteria may not be considered.

### 3.1 PROPONENT AND PROJECT TEAM CRITERIA (30% WEIGHTING)

Proponents must provide the following information:

- a) Previous experience and examples of the capability of the proponent entity, including consortium members, in delivering projects of similar complexity and size.
- b) Previous experience and capability of the proponent's project team in project management, marketing and sales of similar projects.
- c) An organisation chart for the proponent's project team outlining the roles and responsibilities of key personnel.
- d) Identify individuals who will be assigned to the development and provide details of:
  - Qualifications.
  - Selling experience and sales record i.e. performance indicators.
  - Other relevant experience in land development, marketing etc.
  - Professional affiliations.
  - Employment history.

It is a requirement that the proponent will nominate for approval a partner or director with a financial interest in the firm/consortia to be responsible for the Development Agreement and be the key point of contact for the TPRC.

The TPRC must be advised where the successful proponent wishes to substitute any nominated project team members over the period of the development of the Land. Any changes are to be agreed by the TPRC and the successful proponent.

### 3.2 TPRC VISION AND OBJECTIVES CRITERIA (20% WEIGHTING)

The proponent must:

- a) Demonstrate its understanding of the TPRC vision and objectives.
- b) Outline its strategies for implementing and meeting the TPRC vision and objectives.
- c) Demonstrate its understanding of Structure Plan objectives and strategies.
- d) Outline its strategies and methodology for delivering Structure Plan objectives.

Proponents should include a review and recommendations on the Structure Plan and a commitment to the implementation of the Structure Plan. The review and recommendations on the Structure Plan must be presented as a formal written response. This should not be interpreted as a “design completion”.

### **3.3 FINANCIAL CAPACITY CRITERIA (20% WEIGHTING)**

The proponent must:

- a) Demonstrate the capacity of the proponent entity to meet its existing and future financial obligations.
- b) Provide:
  - Audited or auditor reviewed Annual Financial statements of the proponent and consortia members, and of their respective parent entities, for the financial years ending June 2008 and June 2009.
  - The (unaudited) balance sheets of the proponent and consortia members and of their respective parent entities, as at 31 March 2010.
  - Consent to talk to the firm/consortium’s accountants, auditors and bankers.
  - Authorisation to contact the firm/consortium’s bankers to (a) confirm that no banking covenants have been breached and (b) disclose current levels of borrowings.
  - Details of the resources required to deliver sales and undertake project management.
  - Budgeted resource costs to deliver the project.

### **3.4 FEE PROPOSAL CRITERIA (30% WEIGHTING)**

Information detailing all proposed fees for services which form part of this RFP. This should include a specified:

- a) Project Management Fee (being a percentage of the gross sale price of a lot); and
- b) Selling Fee (being a percentage of the gross sale price of a lot).

The intended timing of payment of any fees agreed by the TPRC per lot is on the completion of the settlement of the sale of that lot.

**Any exclusion’s must be identified.**

## **4.0 ASSESSMENT METHODOLOGY**

### **4.1 GENERAL**

Submissions will be assessed by a selection panel.

The submissions will first be assessed by the selection panel against the assessment criteria set out in Section 3 of this RFP.

At the TPRC’s absolute discretion, some or all proponents may be invited to discuss their submissions. In the event such discussions occur, they will be conducted in the strictest of confidence with an independent probity advisor in attendance

After evaluation of the submissions made in response to this RFP during the assessment process, the TPRC may (in its absolute discretion and before, during or after negotiation with one or more proponents) decide not to proceed with appointing a successful proponent.

### **4.2 INFORMATION REQUIRED**

Proponents will be required to include in their submissions:

- a) Acceptance of the conditions of the RFP (as detailed in Appendix 1).
- b) Completed details of the proponent (as detailed in Appendix 2).
- c) Acceptance of the concepts set out in the Summary of the terms of the Development Agreement (as detailed in Appendix 3).
- d) Acceptance of the terms of the Confidentiality and Intellectual Property Agreement (annexed in Appendix 4).

- e) Completed statement addressing each of the assessment criteria listed in Section 3 of this RFP.
- f) An acknowledgement that the proponent will not be entitled to take any interest in, or charge or other security (such as a mortgage) over, the Land whilst it is in the TPRC's ownership.
- g) Nominate who will be their representatives to the management committee and who will be the providing the project management services and the sales and marketing services for the project.

#### **4.3 ALTERNATIVE PROPOSALS**

Proponents may submit an alternative proposal where they believe there would be a financial or other benefit to the TPRC and provide innovation to the development of the Land. However, TPRC will only consider alternative proposals where the proponent has submitted a compliant proposal addressing all requirements and selection criteria outlined in this RFP.

#### **4.4 CONFLICTS OF INTEREST**

Proponents are required to include in their submission a list of projects in Western Australia they currently are engaged in and if they may have a potential for a conflict of interest. Detailed information on managing any conflicts is to be included. This should include any future or potential projects.

#### **4.5 PROPONENTS ACCESS TO FURTHER INFORMATION**

The TPRC website contains relevant information and documents, including the Structure Plan and Environmental Management Plans. Proponents are encouraged to access this information by logging onto [www.tamalapark.wa.gov.au](http://www.tamalapark.wa.gov.au).

#### **4.6 CONDITIONS OF THE REQUEST FOR PROPOSAL**

The selection of the preferred proponent will be at the sole and absolute discretion of TPRC whose decision shall be final. The selection of a preferred proponent will enable the commencement of negotiations towards reaching an acceptable Development Agreement between TPRC and the preferred proponent. The preferred proponent's RFP submissions will be used to progress the negotiations. However, such selection as preferred proponent does not indicate the TPRC's acceptance of all aspects of the preferred proponent's submission.

If at any stage TPRC believes, at its sole discretion, that agreement on the terms of the Development Agreement between the TPRC and the preferred proponent cannot be reached, the TPRC shall have the right to terminate negotiations with the preferred proponent and to commence negotiations with the next ranked proponent.

In addition to the above, proponents should also note the following:

- a) Any agreement reached as a result of negotiations will be subject to all necessary TPRC approvals.
- b) The TPRC will not be under any obligation to respond to correspondence or representation in relation to submissions.
- c) In making a submission, proponents will be deemed to have accepted all conditions of the RFP as detailed in Appendix 1.

#### **4.7 SELECTION PANEL**

The Selection Panel will consist of representatives from the TPRC. The Selection Panel may call on other specialist advisors, as required, to assist with the financial and technical assessment of submissions. The Probity Advisor will be in attendance at all Selection Panel meetings.

#### **4.8 SELECTION AND NOTIFICATION**

The TPRC's will assess responses received against each of the selection criteria and may (but is not obliged to) select a preferred proponent. All proponents will be notified in writing of the RFP results.

#### 4.9 FURTHER ENQUIRIES, INFORMATION AND CLARIFICATION

Requests for further information are to be made in writing or by email to:

Mr. Tony Arias  
 Chief Executive Officer  
 Tamala Park Regional Council  
 Email – [tony.arias@tamalapark.wa.gov.au](mailto:tony.arias@tamalapark.wa.gov.au)

Except for requests for further information made in writing to the Chief Executive Officer, proponents must not attempt to contact any TPRC representative regarding this RFP. Any proponent attempting to contact any TRPC representative will be excluded from the evaluation process immediately.

Proponents should direct all enquiries, including requests for any drawings or other documents referenced in this RFP to the Chief Executive Officer. Enquiries should be in written form (fax or e-mail is acceptable) and should be submitted before 3:00pm (Perth WA), on 27 April 2010. The TRPC may not be able to respond to enquiries received after this time.

Questions and responses will be circulated to all registered proponents where considered appropriate by the TPRC.

#### 4.10 PROBITY

An independent probity advisor has been appointed to participate in this RFP offering. The probity advisor's role is to ensure:

- a) Information exchanged between the TPRC and proponents is conducted with the strictest confidence;
- b) Fairness, impartiality and transparency with process are observed; and
- c) Consistent assessment criteria are applied.

Proponents may contact the probity auditor, Ms Barbara Giudici, to discuss any issues of a probity matter:

Ms Barbara Giudici  
 Stantons International  
 Level 1, 1 Havelock Street  
 WEST PERTH WA 6005  
 Phone - (08) 9481 3188  
 Email - [bjudici@stantons.com.au](mailto:bjudici@stantons.com.au)

#### 5.0 SUBMISSION OF REQUEST FOR PROPOSAL

Proponents must lodge their RFP submission as follows:

- One (1) original signed submission;
- Six (6) complete copies; and
- One (1) electronic pdf copy

Bound in a suitable package and clearly marked '**RFP – Tamala Park Development Project**'.

The total length of each proponent's submission is not to exceed twenty (20) A4 pages in length and the font size is to be not less than 10 point. The 20-page limit excludes completed Appendix 2, and company profiles and appendices. Anything in the proponent's submission in excess of the Maximum Page limit may not be considered by the assessment panel.

Submissions must be delivered to:  
 The Tender Box  
 Tamala Park Regional Council Reception  
 Room 3  
 Scarborough Civic Centre  
 173 Gildercliffe Street  
 SCARBOROUGH WA 6019

The time for the lodging of submissions is no later than **2:00PM Western Standard Time (WST) on 7 May 2010**. A receipt stamped with the date and time will be issued upon request.

**Electronic or faxed copies of submissions will not be accepted. Late submissions will not be accepted.**

## **6.0 GENERAL INFORMATION**

### **6.1 COMMERCIALITY AND GOVERNANCE**

The TPRC aims to ensure the broad policy principles applied by the TRPC Procurement Policy are incorporated into its procurement processes and practices. The TPRC Procurement Policy relates to:

- Value for money;
- Open and effective competition;
- Integrity, ethics and probity;
- Assuring quality;
- Complaints and communications; and
- Forward procurement reporting.

Proponents should note that these guidelines may be incorporated in the Development Agreement for both the acquisition of services and works, and the sale of the developed product. The successful proponent will be required to maintain accounting records for the development and prepare monthly financial reports, statement of financial performance and statement of financial position. These reports are required to be provided in a suitable format to the TPRC in a timely manner and will be incorporated in the Development Agreement.

### **6.2 DISCLAIMER**

Proponents must rely on their own investigations and satisfy themselves in relation to all aspects of this RFP.

The TPRC (and its respective employees, officers, consultants and professional advisers):

- a) are not liable for any incorrect or misleading information or failure to disclose information whether in connection with this document or any document attached or related to it.
- b) make no warranty as to the accuracy of the information contained in this document or any documents attached to it or in any other information (including the any studies and reports) provided to proponents at any stage of the RFP and negotiation process.

This document or any document attached or related to it may be subject to review or change at any time without notice.

Matters raised and that are agreed by the TPRC and the Probity Auditor to be confidential will be treated as confidential. However, the TPRC reserves the right to determine if any written questions or response to such questions will be made available to other proponents.

In the event of a claimed confidential enquiry, proponents will be advised by the TPRC of its intention to distribute general enquiries and response, thereby enabling proponents to withdraw any enquiries.

## APPENDIX 1

### CONDITIONS OF THIS REQUEST FOR PROPOSAL

#### 1. Proponent may request clarification or elaboration

The proponent may request in writing, clarification or elaboration from the TPRC's representative on any of the RFP documents. Proponents should be aware that any clarification or elaboration may also be given to other interested parties.

All the information that TPRC provides to a proponent, whether in the RFP documents or not, is provided in good faith to assist proponents to assess the RFP submissions, the project and the nature and location of the work to be completed. None of the information is guaranteed. It is the proponent's responsibility to interpret and assess the relevance of the information provided. TPRC is not liable for any loss, damage or expense suffered by a proponent as a result of any inaccuracy in the information provided.

#### 2. Proponent must inform itself

It is the proponent's responsibility to make all necessary investigations for it to become thoroughly informed about the subject matter of the RFP, the project and the nature and location of the work to be completed.

#### 3. Variation to scope of work

The TPRC may vary the scope of the project, or the conditions of the RFP, by giving written notice of the variation to all proponents at any time before the closing date for RFP submission.

#### 4. Governing Law

The RFP documents and the RFP submissions are governed by the law of Western Australia.

#### 5. Intellectual property

##### *RFP documents*

All intellectual property in the RFP documents (including, without limitation, the Development Agreement and other agreements to which the TPRC is a party or prepared by or on behalf of TPRC) belongs to, and remains the property of the TPRC. The TPRC expressly reserves the right to use these documents for other transactions to which TPRC is a party.

##### *RFP submissions*

The proponent agrees that to the greatest extent possible the intellectual property contained in their RFP submission belongs to the TPRC absolutely.

To the extent that the intellectual property does not belong the TPRC, to the extent the proponent is able, the proponent grants the TPRC an exclusive (where possible), royalty free, perpetual and irrevocable licence to exercise any and all rights in respect of the intellectual property.

Where an employee, contractor, consultant or agent of the proponent is the owner of any intellectual property in the submission the proponent must use its best endeavors to procure that person grants to the TPRC an exclusive (where possible), royalty free, perpetual and irrevocable licence to exercise any and all rights in respect of that intellectual property.

The licences referred to in this condition are separate, several and independent with respect to each distinct item of intellectual property.

#### 6. Confidentiality

Financial information provided by a proponent in their submission will be treated with confidence. Any other information in the Submission in respect of the Development may be used by TPRC in its absolute discretion but will be dealt with in a manner consistent with probity requirements.

**7. Conditions binding**

By submitting an RFP submission, the proponent becomes bound by these conditions of the RFP.

**8. No Contract**

This document does not constitute an offer to the proponents to develop the Land. Submission of an RFP submission does not in any way create an obligation to award a contract or to enter into a tender process.

**9. No change of RFP after closing date**

A proponent may not change its RFP after the closing date.

**10. No right of recourse**

A proponent is not entitled, in any jurisdiction, to challenge any decision by TPRC, including the following decisions:

- To negotiate with one or more preferred proponents or a successful proponent;
- To enter into a contract with a preferred proponent or a successful proponent; or
- To cancel the RFP at any time.

**11. TPRC has absolute discretion**

TPRC has absolute discretion in relation to the evaluation of RFP submissions received and the selection of a preferred or successful proponent. The TPRC is not bound to accept the lowest priced RFP submission or any RFP submission. TPRC may accept the whole or any part of an RFP submission. After evaluation of all RFP submissions, the TPRC may (in its absolute discretion and before, during or after negotiation with one or more proponents) decide not to enter into any contract relating to the project or to request tenders for the project.

**12. Costs**

Costs and expenses incurred by proponents in any way associated with the preparation and submission of their RFP submissions will be borne entirely by the proponents.



**APPENDIX 2****SUBMISSION FORM**

Proponents should ensure that they fully and completely disclose all relevant information in completing this form. Terms used in this form have the same meaning as given in the RFP document, unless the context otherwise requires:

**1. IDENTITY OF THE PROPONENT ENTITY**


---

Name of Organisation(s) ACN / ABN

---

Business Address

---

Postal Address

**2. CONTACT DETAILS**


---

Name of Principal Contact Person

---

Position

---

Telephone

---

Email

**3. CONSORTIUM DETAILS**


---

Complete this section if the proponent is a consortium. Details of the intended roles and responsibilities of each of the members in the consortium and the intended legal and financial relationship between the members as follows:

---

Roles and Responsibilities

---

Legal Relationship

---

Financial Relationship

**4. ADDENDA ACKNOWLEDGMENT**


---

Proponents confirm that they have accessed the Tamala Park Regional Council website ([www.tamalapark.wa.gov.au](http://www.tamalapark.wa.gov.au)) and have noted any addenda to the RFP document.

---

5. AGREEMENT TO TERMS AND CONDITIONS

By lodging this RFP submission the proponent agrees to be bound by the terms and conditions set out in the RFP document.

SIGNED for and on behalf of

\_\_\_\_\_  
Insert proponent's name . If proponent is a consortium, then all consortium members must sign

Entity:

Entity:

Signature:

Signature:

Full Name:

Full Name:

Position:

Position:

Entity:

Entity:

Signature:

Signature:

Full Name:

Full Name:

Position:

Position:

## APPENDIX 3

### SUMMARY OF THE TERMS OF DEVELOPMENT AGREEMENT

Note: This only a very basic summary of the Development Agreement. It is not the Development Agreement.

#### INTRODUCTORY COMMENTS

1 TPRC and the Company will enter into the Development Agreement.

2 Where the Company is a special purpose vehicle, TPRC will require the Company's performance to be guaranteed by a holding company or listed company related to the Company.

3 Because the Project involves the sale of development lots, one of the functions to be carried out is that of selling agent. Accordingly, if the Company fulfils this function it must hold the requisite licenses under the *Real Estate and Business Agents Act*. If the Company does not have these licenses, it can engage suitably qualified organizations to be the selling agent.

4 Based on the successful proponent's submission, the successful proponent and the TPRC will agree on key performance indicators which will be used to measure the performance of the successful proponent in respect of its obligations under the Development Agreement. The TPRC will make parts of the Land available to the successful proponent for development in stages subject to the successful proponent meeting the agreed performance criteria.

#### DELEGATION OF PROJECT MANAGEMENT OBLIGATIONS

5 The Company may choose to delegate the project management obligations set out in the Development Agreement to another entity (related or otherwise). If the Company so elects, that entity acting as project manager will also need to be a party to the Development Agreement and must be acceptable to the TPRC.

#### MANAGEMENT COMMITTEE

6 A management committee will be established to manage and control the project activities. The management committee will meet on a monthly basis. The Company will report to this committee in relation to its project management activities.

#### PARTIES TO THE PROJECT

7 The TPRC will make available the land required for the Project.

8 The TPRC will not permit the Company to use the land as security for any mortgage or charge during the development of the land.

9 The TPRC will fund all costs associated with the development of the land and any construction of built form product on the land (if any).

#### STATE AND LOCAL GOVERNMENT POLICIES

10 The TPRC is subject to State Government and local government policies and initiatives from time to time. The successful proponent must comply with these policies.

#### DEVELOPMENT AND SALE OF THE LAND

11 The land will be developed into vacant residential lots and (as specified by the management committee) built form lots.

12 The TPRC will continue to own the land and the created Lots until they are sold. The land will merely be made available to the Company to be developed in accordance with the Development Agreement.

#### APPLICATION OF SALE PROCEEDS

13 Upon settlement of the sale of a Lot, the TPRC will retain the sale price and the Company will be entitled to:

13.1 A project management fee (being a percentage of the gross sale price); and

13.2 A selling fee (being a percentage of the gross sale price).

#### COMPANY ACKNOWLEDGMENTS

14 The Company acknowledges that:

14.1 For the purpose of undertaking its development role it accepts the land in its condition as at the date of execution of the Development Agreement; and

14.2 It has not relied on any information from the TPRC but relies on its own inspection of the land and its own assessment of the commercial viability of the Project.

#### PROJECT MANAGEMENT AND SELLING AGENT

15 The TPRC appoints the Company to perform the project management services and to act as the selling agent. If the Company is not to be the selling agent, the Company may recommend a selling agent that, subject to the TPRC's approval, the TPRC will appoint as the selling agent for the Project.

16 The Company is to act in accordance with the directions of the management committee or the TPRC from time to time.

17 The Company and the TPRC will develop procedures for the management and conduct of the Project. The Company's responsibilities in relation to project management are subject to the receipt of approvals and authorities from the TPRC.

#### PROGRAMS AND BUDGETS

18 The Project must be carried out in accordance with project programs and budgets approved by the management committee on an annual basis. The Company must prepare draft programs and budgets in accordance with strict time limits.

#### MARKETING AND SALES

19 The Company must recommend a marketing program and sales program in relation to the Lots and the Built Form Lots (if any).

20 The marketing content must equally recognize the TPRC and the Company. The management committee must approve the marketing program and sales program. The marketing program and sales program is binding and may be revised by the management committee from time to time.

#### TRANSACTIONS AND COMMITMENTS

21 The TPRC and the Company shall not enter into any contract with any related entity unless the terms of the contract are in accordance with the Request for Proposal submission made by the Company to participate in this Project, or approved by the management committee.

22 If the Company appoints a related body corporate to undertake tasks for and on behalf of the parties then, unless agreed otherwise by the management committee, the Company is responsible for paying any fees charged by the related body corporate. That remuneration will not be a development cost.

23 Competitive tenders will be required in relation to any substantial works in accordance with the *Local Government Act 1995*.

#### CONSULTANTS AND CONTRACTORS

24 The Company may recommend consultants and contractors to the TPRC. Any consultants and contractors for the project shall be engaged and remunerated by TPRC.

#### INDEMNITY

31 The parties indemnify each other for any claim arising out of any breach of the Development Agreement or any acts or omissions undertaken or omitted by that party. The indemnity does not extend to consequential or economic loss.

**INSURANCE**

32 The Company will arrange insurance appropriate for the Project being:

32.1 Insurance required by law;

32.2 Public liability insurance; and

32.3 Other insurance required by the management committee.

**PROJECT STATEMENTS AND AUDITS**

33 The Company must prepare at least on a monthly basis, a project statement setting out the costs incurred, the sales proceeds received and the fees paid out. The Project Statements will need to be audited.

34 Each party is responsible for its own accounting and compliance with income tax, GST and similar tax returns. Any dispute in relation to accounting matters is to be determined by an expert in accordance with the dispute resolution process.

**INFORMATION**

35 The Company must assist TPRC in responding to enquiries in relation to the Project from the Government and complying with the TPRC's lawful obligations.

**ASSIGNMENT**

36 The Company cannot assign its interest in the Development Agreement without TPRC's consent. The proposed assignee (in TPRC's absolute discretion) must have appropriate financial capacity and reputation to undertake the obligations of the Company under the Development Agreement.

**DEFAULT**

37 If the Company is in default under the terms of the Development Agreement and this default is not remedied within the prescribed time TPRC will terminate the Development Agreement.

**RESOLUTION OF DISPUTES**

40 Except where the dispute is referred to an expert, the parties must in good faith try to resolve the dispute. If that cannot be done, TPRC may terminate the Development Agreement.

**FORCE MAJEURE**

41 If a Force Majeure event occurs, then a party will not be taken to be in default and will take reasonable steps to notify the other party and minimise the impact.

**CONFIDENTIALITY**

42 Neither TPRC nor the Company may release information in relation to the Development Agreement or each other party without prior consent.

**INTELLECTUAL PROPERTY**

43 The Intellectual Property in respect of the Project will belong to the TPRC absolutely.

**EXPERT DETERMINATION OF CERTAIN DISPUTES**

44 Certain disputes will be referred to the expert as set out in the Development Agreement. The powers of the expert and the way in which the expert is nominated are set out.

**TERM AND TERMINATION**

45 The Company will be required to formulate and implement an exit strategy for the end of the Project. The TPRC will require the Company to provide security in relation to its formulation and performance of the agreed exit strategy.

46 The Development Agreement sets out the time frame for the Project, rights and obligations upon termination and the use of drawings and documents related to the Project after termination. The parties will review the Project at the end of the Project.

47 The TPRC may terminate the Development Agreement if the Company is not performing its obligations under the Development Agreement or the Project is not being implemented in accordance with the project program contained in the RFP submission made by the Company.

**GST AND TAX ISSUES**

48 There is a standard GST gross up clause in the Development Agreement.

49 The Company in selling lots, must procure that the end buyer of each lot agrees with the TPRC to apply the margin scheme (where appropriate and agreed in advance with the management committee) in respect of the supply as constituted by the sale of lots.

**APPENDIX 4**

**CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT**

The TPRC will require the preferred proponent to enter in to this agreement upon being selected as the preferred proponent.



## Confidentiality and Intellectual Property Agreement

Tamala Park Development

**[Insert preferred proponent's name]**

Tamala Park Regional Council

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## Parties

**Tamala Park Regional Council** ABN 77 069 468 271, a regional local government established under section 3.61 of the *Local Government Act 1995* being a body corporate with perpetual succession of care of Room 3, Scarborough Civic Centre, 173 Glidercliffe Street, Scarborough Western Australia (**TPRC**)

**[Insert preferred proponent's name]** ACN **[insert ACN]** of **[insert address]** (**Company**)

## Background

- A The TPRC has selected the Company as the 'preferred proponent' for the purpose of the Negotiations.
- B The TPRC and the Company have agreed to enter into transitional arrangements for the purpose of preparing and lodging a Structure Plan for the Land and to conduct negotiations with the intention of agreeing the terms of, and entering into, a Development Agreement to implement the Development.
- C The parties intend to disclose to each other certain Confidential Information for the purpose of the Negotiations on the terms of this document.
- D The parties have agreed in consideration of that disclosure, to keep confidential all the Confidential Information on the terms of this document.
- E The parties have agreed that the Intellectual Property will be treated in accordance with this document.

## Operative provisions

### 1 Definitions and interpretation

#### Definitions

1.1 In this document:

**Business Day** means a day which is not a Saturday, Sunday or public holiday in Western Australia.

**Confidential Information** means the following, whether or not in material form:

- (a) all information disclosed by any party (**Supplier**) to the other (**Recipient**) or its Representative for the Negotiations and in the preparation of the Structure Plan;
- (b) the substance of the Negotiations and all information used in the preparation of the Structure Plan;
- (c) the terms of this document;



- (d) that part of all notes and other records or reports prepared by the Supplier or its Representative based on or incorporating any of the information referred to in paragraphs (a), (b) or (c); and
- (e) all copies of the information and those parts of the notes and other records or reports referred to in paragraphs (a), (b), (c) or (d).

**Development** means the development of the Land, known as the '*Tamala Park Development*' (or such other name determined by the TPRC), in accordance with the finalised Structure Plan and the terms of the Development Agreement.

**Development Agreement** means the development agreement which the Parties intend to enter into to govern the arrangements between them in respect of the Development.

**Intellectual Property** means any intellectual property:

- (a) in the Submission; and
- (b) in respect of the Land, the Structure Plan or the Development which exists in respect of information produced, developed, made available, or procured by either party to this document, during the Period,

but does not include any brand, business name, trademarks of any sort, and property development business system owned by the Company not specifically developed for the Development.

**Land** means that part of Lot 9504 on Deposited Plan 52070 as specified in the plan in Schedule 1 and, where the context permits, means any part of that land.

**Negotiations** means negotiations between TPRC and the Company with the intent of agreeing the terms of, and entering into, a Development Agreement to jointly implement the Development.

**Period** means the period commencing on the date the parties sign this document and ending on the first to occur of the date:

- (a) TPRC revokes the Company's appointment as 'preferred proponent' in accordance with this document (if applicable); or
- (b) the parties sign the Development Agreement (if applicable).'

**Representative** in relation to a party, means a director, officer, employee, auditor, adviser, financier, contractor, consultant or agent of that party.

**Structure Plan** means the structure plan to be developed by the parties with respect to the Land.

**Submission** means the Company's submission to the TPRC in order to be considered for the opportunity to provide services to the TPRC in the Development.

## **Interpretation**

- 1.2 In this document:
- 1.2.1 a reference to any agreement, deed or other instrument includes (subject to any contrary provision) a reference to that agreement, deed or other instrument as amended, novated, varied or replaced from time to time;
  - 1.2.2 the singular includes the plural and vice versa;
  - 1.2.3 the word "person" includes a partnership, body corporate, association, joint venture or authority;
  - 1.2.4 a reference to a person includes a reference to the person's executors, administrators, successors and permitted assigns;
  - 1.2.5 headings are inserted for convenience and do not affect the interpretation of this document; and
  - 1.2.6 if there is more than one entity forms a party to this document then the terms of this document bind them all jointly and severally.

## **2 Appointment and termination of preferred proponent**

- 2.1 The TPRC appoints the Company as the exclusive preferred proponent for the purpose of the Negotiations for the Period.
- 2.2 During the Period, the TPRC agrees not to deal with, enter into negotiations with or invite any other person to participate in the preferred proponent negotiations or the Development.
- 2.3 The TPRC may (in its absolute discretion) if it is of the view that the Negotiations are not progressing satisfactorily, by 14 days' written notice to the Company revoke the Company's appointment as 'preferred proponent'. Upon the lapse of the 14 days, the TPRC is free to deal with, or invite, any other person to carry out the preferred proponent negotiations.
- 2.4 Nothing in this document constitutes an offer or an invitation by the TPRC to the Company to participate in the Development. No legal relationship for the development of the Land is intended to arise until the parties sign the Development Agreement.

## **3 Disclosure and use of confidential information**

### **Confidential information**

- 3.1 The Recipient agrees:
- 3.1.1 to keep confidential all Confidential Information and not disclose or cause or permit the disclosure of the Confidential Information (except as permitted under this document or with the prior written consent of the Supplier);

- 3.1.2 to use the Confidential Information only for the Negotiations; and
- 3.1.3 otherwise to comply with the terms of this document.

### **Disclosure of confidential information**

- 3.2 The Recipient may disclose Confidential Information only to those of its Representatives who:
  - 3.2.1 have a need to know the Confidential Information for or in respect of the Negotiations (and only to the extent that each has such a need to know); and
  - 3.2.2 have been informed of the Recipient's obligations under this document.

### **The Recipient's obligations**

- 3.3 The Recipient must, at its expense:
  - 3.3.1 ensure, at all times, that each Representative to whom Confidential Information has been disclosed observes all of the Recipient's obligations under this document as if those obligations were imposed on that person;
  - 3.3.2 establish and maintain effective security measures to safeguard the Confidential Information from unauthorised disclosure, copying, access or use;
  - 3.3.3 keep the Confidential Information under its control;
  - 3.3.4 immediately take all steps to prevent or stop any suspected or actual breach;
  - 3.3.5 comply with any direction issued by the Supplier from time to time regarding any suspected or actual breach;
  - 3.3.6 do everything necessary to mitigate the consequences of any unauthorised disclosure of the Confidential Information or the suspected or actual breach of this document; and
  - 3.3.7 immediately notify the Supplier of any suspected or actual unauthorised disclosure, copying, access or use of the Confidential Information.

## **4 Exclusion**

- 4.1 The obligations of confidentiality under this document do not extend to information that (whether before or after this document is executed):
  - 4.1.1 the Recipient creates (whether alone or jointly with any person) independently of the Confidential Information (if the Recipient has evidence in writing that the information falls within this exception);

- 4.1.2 is public knowledge (and has become so otherwise than as a result of a breach of confidentiality by the Recipient or any person to whom the Recipient has disclosed the Confidential Information);
- 4.1.3 is required to be disclosed by any law or any legally binding order of any court, tribunal, authority, or administrative or judicial body or any requirement of a regulator or stock exchange (**Requirement**). However, before the Recipient makes any disclosure under this clause 4.1.3, it must (to the extent it is legally permissible) provide the Supplier with prompt written notice of the Requirement to enable the Supplier to challenge the proposed disclosure, seek an appropriate protective order or take steps to resist or narrow the scope of the Requirement. When making any disclosure, the Recipient must only disclose the minimum Confidential Information required to comply with the Requirement; or
- 4.1.4 is lawfully received from a third party free of any obligation of confidence at the time of its disclosure.

## **5 Return of confidential information**

### **Return or destruction**

- 5.1 Subject to clause 5.2, the Recipient must immediately on request from the Supplier return, destroy or have destroyed as directed by the Supplier all Confidential Information in the Recipient's or its Representatives' possession or control

### **Exemptions**

- 5.2 Clause 5.1 does not apply to the extent:
  - 5.2.1 the Confidential Information has been incorporated in, or annexed to, a board minute or board paper;
  - 5.2.2 the Recipient or a Representative is unable to comply with clause 5.1 because of a law, or any legally binding order of any court, tribunal, authority or administrative or judicial body or any requirement of a regulator or stock exchange, or because of any professional auditing requirement; or
  - 5.2.3 the Confidential Information is located on an off-site server as a result of the automatic back-up of data in the usual operations of the Recipient (for example, for archive, disaster recovery or other purposes); and
- 5.3 provided that the Recipient:
  - 5.3.1 notifies the Supplier of these facts;
  - 5.3.2 complies with any condition that the Supplier reasonably requests regarding the storage of, use of or access to, that Confidential Information; and
  - 5.3.3 in the case of clause 5.2.3, undertakes not to access or restore the Confidential Information from the off-site server without the prior written

consent of the Supplier or except as may be otherwise permitted by this document.

## **6 Continuing obligations**

6.1 Subject to clause 6.2, if the parties do not enter into the Development Agreement, the obligations:

6.1.1 of confidentiality under this document will continue to apply to the Recipient after the termination or expiry of this document; and

6.1.2 in respect of the Intellectual Property will continue to apply after the termination or expiry of this document.

6.2 Notwithstanding clause 6.1, any information forming part of, or used in the preparation of, the Structure Plan during the Period will be the property of the TPRC to be used by the TPRC in the development of the Land as the TPRC sees fit. For the sake of clarity, this means that upon the termination or expiry of this document, the obligations with respect to confidentiality under this document no longer apply to any information forming part of, or used in the drafting or preparation of, the Structure Plan.

6.3 If the parties enter into the Development Agreement, the obligations of the parties in respect of:

6.3.1 confidentiality; and

6.3.2 intellectual property rights

will be governed by the terms of the Development Agreement.

## **7 Enforcement Costs**

7.1 The Recipient must pay the Supplier for any costs the Supplier incurs in connection with enforcing this document against the Recipient as a result of a breach of this document. The Recipient must pay immediately it receives a written request to do so.

## **8 Equitable relief**

8.1 The Recipient acknowledges and agrees that:

8.1.1 it is aware that the Confidential Information is secret and highly confidential to the Supplier, that (where it relates to a customer of the Supplier) the Supplier may have legal obligations of confidentiality and privacy to its customers, and that any breach of this document may result in considerable damage to the Supplier.

8.1.2 damages may not be a sufficient remedy for any breach of this document and that the Supplier may obtain, subject to the court's discretion, specific

performance or injunctive relief, in addition to any other remedies, for any breach or threatened breach of this document;

- 8.1.3 it must not oppose the application for equitable relief, except on the ground that damages would provide adequate compensation or that the injunction sought is unnecessarily wide; and
- 8.1.4 the obligations and restrictions contained in this document are reasonable in all the circumstances.

## **9 Intellectual property rights**

9.1 The parties agree that to the greatest extent possible, before the Development Agreement is entered into, the Intellectual Property will belong to the TPRC absolutely. To the extent that the Intellectual Property does not belong to the TPRC pursuant to this clause 9.1, clause 9.2 applies.

9.2 Without limiting clause 9.2.2 for the avoidance of doubt, the Company must:

- 9.2.1 not use the Intellectual Property other than for the direct purposes of the Company's obligations in respect of the Negotiations and the Development Agreement (if applicable) except with the TPRC's prior written consent which cannot be unreasonably withheld;
- 9.2.2 do anything that the TPRC reasonably requires (at the cost of the TPRC) to protect the TPRC's ownership and use of the Intellectual Property;
- 9.2.3 provide all copies and originals of the Intellectual Property to the TPRC; and
- 9.2.4 not use the Intellectual Property or bring any action or claim against the TPRC or its Representatives in respect of the Intellectual Property or its use at any time after the revocation of the Company's appointment as preferred proponent.

### **Licence**

9.3 If for whatever reason, the ownership of the Intellectual Property pursuant to clause 9.1 cannot be vested in the TPRC, then

- 9.3.1 to the extent the Company is able, the Company grants the TPRC an exclusive (where possible), royalty free, perpetual and irrevocable licence to exercise any and all rights in respect of the Intellectual Property; and
- 9.3.2 where a Representative is the owner of any Intellectual Property, the Company must use its best endeavours to procure that Representative grant to the TPRC an exclusive (where possible), royalty free, perpetual and irrevocable licence to exercise any and all rights in respect of that Intellectual Property.

9.4 The licences referred to in clause 9.3 are separate, several and independent with respect to each distinct item of Intellectual Property.

## **No warranty**

- 9.5 Despite clauses 9.2 and 9.3, the Company does not warrant that the Company owns or is entitled to transfer ownership of any Intellectual Property to the TPRC.

## **10 Indemnity**

- 10.1 In respect of the Confidential Information, the Recipient is liable for and will indemnify the Supplier against all costs, including without limitation legal costs, liabilities, damages, losses (but excluding economic loss, consequential loss and loss of profit) and claims suffered or incurred by the Supplier as a result of any breach of this document by the Recipient or any of its Representatives.
- 10.2 In respect of the Intellectual Property, the Company is liable for, and will indemnify the TPRC against, all costs including, without limitation, legal costs, liabilities, damages, losses (but excluding economic loss, consequential loss and loss of profit) and claims suffered or incurred by the TPRC as a result of any breach of this document by the Company or any of its Representatives.

## **11 Notices**

- 11.1 Any notice given under this document must be:
- 11.1.1 in writing;
  - 11.1.2 signed by a person duly authorised by the sender; and
  - 11.1.3 addressed to the intended party at the address shown below or the address last notified by the intended that party to the sender:

Tamala Park Regional Council

Attention: Chief Executive Officer

Address: Room 3, Scarborough Civic Centre  
173 Glidercliffe Street  
Scarborough WA 6019

Email: tony.arias@tamalapark.wa.gov.au

Company

Attention: **[insert details]**

Address: **[insert details]**

Email: **[insert details]**

## **Execution of emails**

- 11.2 In the case of email notices, the sending party must ensure that each email is either signed by means of an electronically produced signature of a person authorised by

that party to send the email or states that it is being sent by a person authorised to send the email on behalf of that party.

### **Time of receipt of notices**

11.3 Except as otherwise specified in this document, any notice given by any party to any other party will be deemed to be received by the addressee:

11.3.1 (in the case of delivery in person), when delivered;

11.3.2 (in the case of delivery by post), 3 Business Days after it is posted; or

11.3.3 (in the case of email), as soon as it enters the recipient's information system (as shown in a confirmation of delivery report from the sender's information system),

to the addressee at its address as shown in this document or at such address as the addressee may specify for such purpose to the others by written notice. However, if the time of delivery or transmission is not before 5.00pm, Perth time on a Business Day, the notice, demand, request, consent, certificate or other communication will be deemed to have been received at 9.00am on the next following Business Day.

### **Change in address**

11.4 If a party wishes to change its address or email address for the purposes of this document, it may do so by notifying the other parties of that change. Such new address or email address will then be the address or email address, as the case may be of that party for the purposes of this document.

## **12 General**

### **Variation**

12.1 This document, including the schedules, can only be varied by the parties in writing, signed by all of the parties.

### **Waiver**

12.2 The fact that a party fails to do, or delays in doing, something that party is entitled to do under this document does not amount to a waiver of that party's right to do it. A waiver by a party is only effective if it is in writing.

12.3 A written waiver by a party is only effective in relation to a particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach, or as an implied waiver of that obligation or breach in relation to any other occasion.

### **Entire Agreement**

12.4 This document contains everything that the parties have agreed on in relation to the matters it deals with. No party can rely on an earlier document, or anything said or done by another party (or a director, officer, agent or employee of that party), before this document was executed.



### **Severability**

- 12.5 If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected.
- 12.6 If the removal of a clause or part of a clause under clause 12.5 materially alters the commercial allocation of benefit and risk (or management of risk) under this document, the parties agree to negotiate in good faith to amend or modify the terms of the document as may be necessary or desirable having regard to the original terms of the bargain and the prevailing circumstances.

### **Further Cooperation**

- 12.7 Each party must do anything (including executing a document) another party reasonably requires in writing to give full effect to this document.

### **Relationship of the parties**

- 12.8 This document does not create a partnership, agency, fiduciary or any other relationship, except the relationship of contracting parties, between the parties. No party is liable for an act or omission of another party, except to the extent set out in this document.

### **Governing Law and Jurisdiction**

- 12.9 This document is governed by the Law of the State of Western Australia. The parties submit to the non-exclusive jurisdiction of its courts. The parties will not object to the exercise of jurisdiction by those courts on any basis.

### **Execution of separate documents**

- 12.10 This document is properly executed if each party executes this document or an identical document. In the latter case, this document takes effect when the last of the identical documents is executed.

### **Duty**

- 12.11 The Company must pay:
- 12.11.1 all duty payable under the *Duties Act 2008 (WA)* in respect of the subject matter that this document effects or records; and
  - 12.11.2 any penalty or interest payable in respect of any duty the subject of clause 12.11.1 to the extent that the Company is responsible for such penalty or interest.

### **Costs**

Each party must pay its own costs relating to the negotiation and execution of this document.

## Execution

**Date:**

The Common Seal of the  
**Tamala Park Regional Council**  
is affixed in the presence of:

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Signature of Chairman

\_\_\_\_\_  
Print name of Chief Executive Officer

\_\_\_\_\_  
Print name of Chairman

Executed as a deed on behalf of )  
**[insert name of preferred proponent]** )  
**[insert ACN of preferred proponent]** )  
in accordance with section 127 of )  
the *Corporations Act 2001* (Cth) by: )

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of \*Director/\*Secretary

\_\_\_\_\_  
Print name of Director

\_\_\_\_\_  
Print name of \*Director/\*Secretary

*\*delete that which does not apply*

## Schedule 1

### Plan of the Land





**REQUEST FOR PROPOSAL**  
**FOR A LAND DEVELOPMENT OPPORTUNITY**  
**ADDENDUM 1**

**Clause**

*Reference is made to clause 5 (Submission of Request for Proposal)*

The total length of each proponent's submission is not to exceed twenty (20) A4 pages in length and the font size is to be not less than 10 point.

**Clarification**

The total length of each proponent's submission is not to exceed twenty (20) A4 **single sided** pages in length and the font size is to be not less than 10 point.

*Addendum dated: 6 April 2010*

*Contact: Mr Tony Arias  
Chief Executive Officer  
Tamala Park Regional Council  
Email: [tony.arias@tamalapark.wa.gov.au](mailto:tony.arias@tamalapark.wa.gov.au)*



**REQUEST FOR PROPOSAL**  
**FOR A LAND DEVELOPMENT OPPORTUNITY**  
**ADDENDUM 2**

**Query**

Clarification has been sought on the Tamala Park land development as follows:

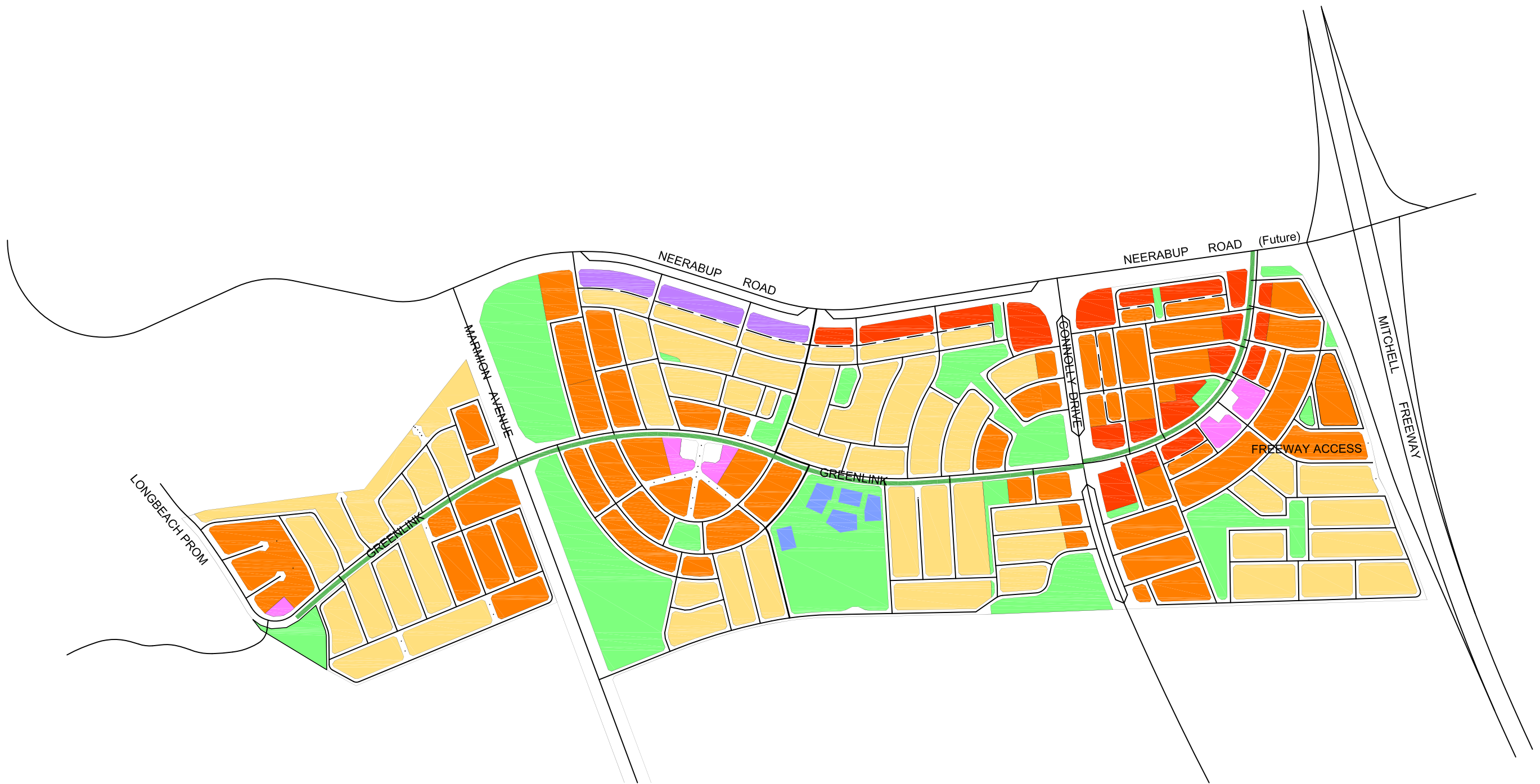
While the Tamala Park development opportunity is a Development Agreement (i.e. a project management & sales and marketing deal) will proponents participate in profits?








**Clarification**

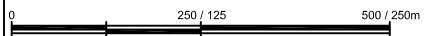
TPRC confirms that it does not propose any equity participation with the Tamala Park land development.

*Addendum dated: 7 April 2010*

*Contact: Mr Tony Arias  
Chief Executive Officer  
Tamala Park Regional Council  
Email: [tony.arias@tamalapark.wa.gov.au](mailto:tony.arias@tamalapark.wa.gov.au)*



	Low Density (Single Dwelling / Semi Detached)		Centre (Apartments / Office / Commercial / Retail)
	Medium Density (Single Dwelling / Semi Detached / Apartments)		Reserve
	Mixed Use (Single Dwelling / Semi Detached / Apartments / Commercial)		Community / Educational
	Business (Showroom / Office)		



This concept has been prepared for the purpose of meeting client specifications. The drawing does not constitute an invitation, agreement or contract (or any part thereof) of any kind whatsoever.

Although care has been taken in the compilation of this drawing by The Planning Group WA Pty Ltd, all parties associated with the proposed property development disclaim all responsibility for any errors or omissions. The right is reserved to change the plan at any time.

Liability is expressly disclaimed by The Planning Group WA Pty Ltd for any loss or damage which may be sustained by any person acting on any visual impression gained from this drawing.

Note : All boundaries indicative only and subject to survey and verification

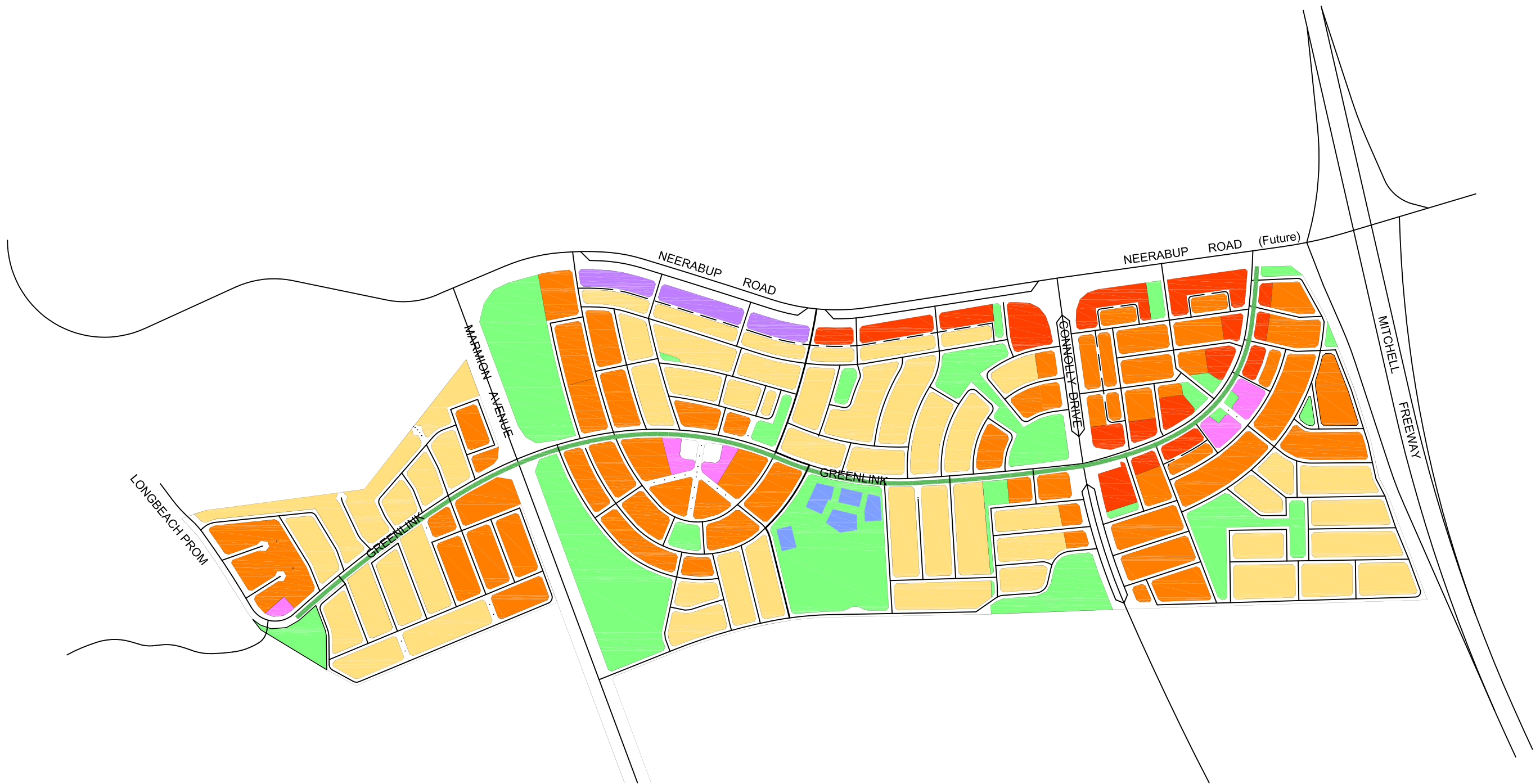









Tamala Park Indicative Development Plan  
TPRC

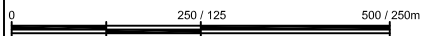
Date: 30 March 2010 Designer: BWG  
Scale: 1: 10000/ 5000 @ A3/A1 Drawn: MK/SL  
Drawing No. 709-045 CP1C 30.03.10.dwg

TOWN PLANNING  
AND URBAN DESIGN





	Low Density (Single Dwelling / Semi Detached)		Centre (Apartments / Office / Commercial / Retail)
	Medium Density (Single Dwelling / Semi Detached / Apartments)		Reserve
	Mixed Use (Single Dwelling / Semi Detached / Apartments / Commercial)		Community / Educational
	Business (Showroom / Office)		



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Note : All boundaries indicative only and subject to survey and verification



**Tamala Park Indicative Development Plan**  
TPRC

Date: 30 March 2010 Designer: BWG  
Scale: 1: 10000/ 5000 @ A3/A1 Drawn: MK/SL  
Drawing No. 709-045 CP1C 30.03.10.dwg

TOWN PLANNING  
AND URBAN DESIGN





## 2010 Estate Research survey



## We are interested in what you think...

Strategic Marketing and Research (SMR) has been appointed, as an independent market research company, to undertake a mail box drop survey with people who have purchased properties, or who are living in new housing estates. We want to know what you think about your estate and its amenities and sense of community. This information will then help with designing new housing estates for WA residents.

Your answers will be treated according to our privacy policy and hence all responses are confidential.

We do appreciate your comments so, please take the time to complete the following survey and then place it in the reply paid envelope prior to **5 May 2010**.

If you have any questions about the survey, then please call our office directly on 9429 8804.

We look forward to your comments and thoughts - Samantha Reece, Director SMR.

**1a. In which one of the following housing estates are you currently living?**

*(If you own property in more than one of these estates, please circle the one you purchased most recently)*

Perth's Northern Suburbs

1. Somerley – Clarkson
2. Brighton Estate – Butler
3. Vale – Aveley
4. Ellenbrook
5. Kinross Estate

Perth's Southern Suburbs

6. River Gums – Baldivis
7. Settlers Hills – Baldivis
8. The Village at Wellard
9. Heron Park - Harrisdale

Mandurah

10. Dawesville Ridge - Dawesville
11. Timbers Edge - Dawesville
12. Eden View - Dawesville
13. Gallery Estate - Dawesville

South West

14. Kingston – Australind
15. Dalyellup – Dalyellup
16. Treendale – Australind
17. Millbridge – Eaton

**1b. Do you own this home, are you paying it off or are you renting it? (Please circle)**

1. Own it outright *(continue to q2)*
2. Paying it off *(continue to q2)*
3. Renting *(continue to q8)*
4. Other: *(please write in & continue to q8)*

\_\_\_\_\_

**2. What was the name of the company that developed the estate you circled in question 1a?**

\_\_\_\_\_

**3. When you purchased in this estate did you buy: (Please circle)**

1. Block of land only
2. Land and house package
3. Established home

**4. When did you purchase your house or block of land in this estate? (Please circle)**

1. In the last 12 months
2. In the last 1-2 years
3. In the last 3-5 years
4. More than 5 years ago

**5. Where were you living (suburb or town, state, country) when you purchased your house or block of land in this estate?**

**6. What was the main reason you purchased this property? Was it to: (Please circle)**

\_\_\_\_\_

1. To live in
  2. To rent out
  3. Holiday home
  4. To hold onto the block of land and sell it at a later date
  5. Other: *(please describe)*
- 

**7. Including all purchases in your own name or jointly with someone else, was this:**

*(Please circle)*

1. Your first house / land purchase
2. 2<sup>nd</sup> home
3. 3<sup>rd</sup> home
4. 4<sup>th</sup> home or more

**8. Why did you choose this estate to live in/buy in?**

*(Please write in your top three reasons from the list below. You may write in either the full reason or just the code number.)*

1. It was close to work
2. It was close to family
3. It was close to friends
4. The reputation of the developer
5. The incentive packages offered with the land
6. Close to schools
7. Close to shops
8. Close to public transport
9. Close to recreation facilities
10. The price was in our budget
11. Able to get a larger block for our money
12. Able to afford a larger or better quality home
13. The range of facilities in the estate eg basketball courts
14. The presentation of the estate – entry area and parks and gardens
15. Sense of community, involvement with clubs etc
16. Provides easy access to work
17. The quality of the home
18. Other \_\_\_\_\_

Top reason for choosing this estate to live in/buy in

Second most applicable reason for choosing this estate to live in/buy in

Third most applicable reason for choosing this estate to live in/buy in

*(please describe)*

**9. How did you hear about this estate? *(Please circle all that apply)***

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. Press advertising</li> <li>2. Radio advertising</li> <li>3. TV advertising</li> <li>4. Drive past it</li> <li>5. Friends live there</li> <li>6. Have attended events at the estate</li> <li>7. Internet</li> </ol> | <ol style="list-style-type: none"> <li>8. Billboards</li> <li>9. Estate signage</li> <li>10. Builder referrals</li> <li>11. Land and house catalogues – <i>(please indicate which companies)</i><br/>_____</li> <li>12. Other <i>(please describe)</i><br/>_____</li> </ol> |
|--|---|

**10. When you were thinking of buying your property in this estate, which of the following did you do?**

(Please answer for each. Please circle.)






	Yes – I / we did this	No – I / we didn't do this
1. Spoke to an independent real estate agent	1	2
2. Visited the website for the estate I purchased in	1	2
3. Visited websites for other new housing estates	1	2
4. Visited the REIWA website <a href="http://www.reiwa.com">www.reiwa.com</a>	1	2
5. Visited the realestate.com website	1	2
6. Visited the RP Data website <a href="http://www.rpdata.net.au">www.rpdata.net.au</a>	1	2
7. Visited the Landgate website <a href="http://www.landgate.wa.gov.au">www.landgate.wa.gov.au</a>	1	2
8. Visited the sales office(s) at the estate/s that interested me	1	2
9. Drove through the estate to get a feel for what it looked like	1	2
10. Visited a display home (at any location) and spoke to a builder	1	2
11. Other (please write in): _____	1	2

**I 1a. Did you look at other properties before buying/renting your current property?**

1. Yes (continue to q11b)
2. No – I only looked at properties in the estate I bought / rent in (skip to q13)
3. No – I only looked at the property I bought / rented (skip to q13)

**I 1b. Which of the following did you look at before buying/renting your current property?**

(Please circle all that apply and write in which suburbs or new estates you looked at)

1. Blocks of land in other new housing estates –  Which estates? \_\_\_\_\_
2. Blocks of land in established suburbs –  Which suburbs? \_\_\_\_\_
3. Established houses / units in new estates –  Which estates? \_\_\_\_\_
4. Established houses / units in established suburbs  Which suburbs? \_\_\_\_\_
5. Other: (Please describe)  Where? \_\_\_\_\_  
\_\_\_\_\_

**12. Why did you choose this estate over the other suburbs or estates you looked at? (Please write in)**

\_\_\_\_\_

\_\_\_\_\_

**13. How well does your estate and the developer rate on each of these? (Please answer for each)**

	Very poor	Poor	Fair	Good	Excellent	Don't know
1. An estate that has a sense of community i.e. people get together	1	2	3	4	5	9
2. The location of the estate close to schools, colleges and shops	1	2	3	4	5	9
3. An estate that is close to public transport	1	2	3	4	5	9
4. An estate designed by a company that has a good reputation	1	2	3	4	5	9
5. An estate that will provide a good return on investment	1	2	3	4	5	9
6. An estate that is well presented and designed	1	2	3	4	5	9
7. An estate that has lots of extra facilities for residents	1	2	3	4	5	9
8. An estate that includes environmental initiatives	1	2	3	4	5	9

**14. What additional community facilities would you like included in your estate?**

*(Please circle all that apply)*

- |                                 |                             |                             |
|---------------------------------|-----------------------------|-----------------------------|
| 1. Landscaped parks             | 8. Tennis courts            | 15. Public school(s)        |
| 2. BBQ facilities               | 9. Golf course              | 16. Private school(s)       |
| 3. Public open space            | 10. Skateboard park         | 17. Child care              |
| 4. Children's playground        | 11. Walk ways / cycle paths | 18. Shops / shopping centre |
| 5. Basketball courts            | 12. Community garden        | 19. Medical facilities      |
| 6. Bowling green                | 13. Community workshop      | 20. Café or tavern          |
| 7. Cricket pitch / cricket nets | 14. Community centre        | 21. Sporting fields         |

22. Other \_\_\_\_\_

**15. What additional community activities would you like included in your estate?**

*(Please circle all that apply)*

1. Family concerts
2. New resident welcome nights
3. School holiday activities
4. Gardening club
5. Book club
6. Community workshop
7. Walking groups
8. Day time activities e.g. crafts, bridge
9. Other \_\_\_\_\_

**16. How has the value of your property changed since you purchased it? *(Please circle)***

1. My property has increased in value a great deal
2. My property has increased in value a moderate amount
3. My property has increased in value a little
4. My property has not changed in value
5. My property has decreased in value a little
6. My property has decreased in value a moderate amount
7. My property has decreased in value a great deal
8. Unsure

**17. Considering the next 12 months would you say:**

*(Please circle)*

1. The economy will make my day to day living a great deal better than today
2. The economy will make my day to day living moderately better than today
3. The economy will make my day to day living a little better than today
4. The economy will have no impact at all on my day to day living
5. The economy will make my day to day living a little worse than today
6. The economy will make my day to day living moderately worse than today
7. The economy will make my day to day living a great deal worse than today
8. Unsure

**18. Are you likely to purchase a new property in the next 12 months? *(Please circle)***

1. Yes *(Continue to question 19)*
2. No *(Skip to question 28)*

**19. If you were to buy another block of land, what size lot are you most likely to buy? (Please select one only)**

- 1. Up to 250 sqm } Continue to question 20
- 2. 251-380sqm } Cont to q 20
- 3. 381-550sqm } Cont to q 20
- 4. 551-650sqm } Cont to q 20
- 5. 651-750sqm } Cont to q 20
- 6. 751-850sqm } Cont to q 20
- 7. 851-1000sqm } Cont to q 20
- 8. 1001-2000sqm } Cont to q 20
- 9. Larger than 2000 sqm } Cont to q 20
- 10. Don't know what size I'd be most likely to buy }Skip to question 21
- 11. I would not buy another block of land. I'd buy a property with a residence on it. }Skip to question 23

**20. Thinking about the block size you circled in q19, what would you expect to spend for a vacant block of land that size? (Please select one only)**

- 1. Up to \$150,000
- 2. \$150,001 - \$200,000
- 3. \$200,001 - \$300,000
- 4. \$300,001 - \$400,000
- 5. \$400,001 - \$500,000
- 6. \$500,001 - \$600,000
- 7. \$600,001 - \$700,000
- 8. Over \$700,000
- 9. Don't know

**21. If you were to buy another block of land, which one of the following developers would you most prefer to buy from? (Please select one only)**

- 1. Mirvac
- 2. Stockland
- 3. Satterley
- 4. Cedar Woods
- 5. Port Bouvard Ltd
- 6. The Lester Group
- 7. Treendale
- 8. Delfin Lend Lease
- 9. Australand
- 10. Peet
- 11. Other \_\_\_\_\_
- 12. I would not buy direct from a developer
- 13. I would not buy a vacant block of land
- 14. Don't know

**22. Why did you choose the developer you did in q21? (Please write in)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**23. Why are you thinking of buying a new home? (Please circle all that apply)**

- 1. Children have left home
- 2. We / I are considering retirement
- 3. We / I have increased the size of our family
- 4. We / I wish to downsize and reduce the mortgage repayments
- 5. We / I wish to capitalise on the increased value of my current property and reduce the mortgage payments
- 6. We / I am relocating for work
- 7. First home buyer incentives
- 8. Investment
- 9. Stop renting
- 10. Need a larger house
- 11. Need a smaller house
- 12. Need a larger block
- 13. Need a smaller block
- 14. Other \_\_\_\_\_

**24. Listed below are different incentive packages developers can provide. Which three are the most likely to encourage you to buy? (Please write in the top three most attractive incentives (write in either the full incentive or just the code))**

- 1. \$7000 Federal Government incentive (First home buyers)
- 2. Cash incentives by the developer company
- 3. Front fence and landscaping packages
- 5. \$5000 voucher for purchase of electrical goods
- 6. Free rainwater tank
- 7. Free grey water system
- 8. Installation and 12 months rental of pay-tv service (e.g. FOXTEL)
- 9. Telstra Smart Community package –high speed broadband/FOXTEL
- 11. Reduced stamp duty
- 12. Not having to pay a deposit to purchase my block
- 13. Nothing
- 14. Other \_\_\_\_\_

Most attractive incentive

\_\_\_\_\_

Second most attractive incentive

\_\_\_\_\_

Third most attractive incentive

\_\_\_\_\_

**25. Would you buy your next property within your current estate?** (Please circle)  
Appendix Item 9.8 - Survey

1. Yes
2. No
3. Unsure
4. Already have

**26. Why?** (Please write in)

---



---

**27. What style of house would you consider purchasing/building?** (please circle)

1. One bedroom, one bathroom
2. Two bedroom, one bathroom
3. Two bedroom, two bathrooms
4. Three bedroom, two bathrooms
5. Four bedrooms, two bathrooms
6. Other (Please detail) \_\_\_\_\_

---

**28. Are you:** (Please circle)

1. Male
2. Female

**29. Age:** (Please circle)

1. 18 – 24 years
2. 25 – 29 years
3. 30 – 39 years
4. 40 – 49 years
5. 50 – 59 years
6. 60 – 69 years
7. 70 years and over

**30. Which of the following best describes your household?** (Please circle)

1. Young single person / shared house
2. Young couple with no children
3. Couple / single parent with the youngest child aged 12 or under
4. Couple / single parent with the youngest child a teenager or dependent students
5. Couple with adult children living at home
6. Older couple with no dependent children
7. Older single

The next questions are about work. Please answer for yourself and for a maximum of two other people in your household who work.

**31. Are you currently employed / self-employed?** (Please circle)

a. Yourself	b. Other person #1	c. Other person #2
1. Yes	1. Yes	1. Yes <i>Continue to question 32</i>
2. No	2. No	2. No <i>Skip to question 33</i>

**32. What is your current occupation and job title?** (Please write in)

a. Yourself	b. Other person #1	c. Other person #2
1. Occupation:	1. Occupation:	1. Occupation:
2. Job title:	2. Job title:	2. Job title:

**33. Which of the following best describes your combined annual household income?** (Please circle)

1. Under \$25,000
2. \$25,000 - \$49,999
3. \$50,000 - \$74,999
4. \$75,000 - \$99,999
5. \$100,000 - \$149,999
6. \$150,000 - \$199,999
7. \$200,000 and over

Thank you for your time with this survey. Feel free to complete your details below.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_