

MEMORANDUM OF AGREEMENT (MOA)

The MOA is dated [] day of [] 2001 and is entered into:-

BETWEEN:

Western Australia Land Authority of Level 3, 40 The Esplanade, Perth, Western Australia of (**LandCorp**) of the first part.

AND

City of Joondalup of Boas Avenue, Joondalup, Western Australia (**CofJ**) of the second part.

WHERE IT IS AGREED AS FOLLOWS:-

1. This MOA is entered into pursuant to paragraph 3.2.3(d) of the Joondalup Centre Plan – Completion 2001 Modification (**2001 Modification**) prepared and adopted by LandCorp and approved by the relevant Minister in the terms of Section 18 of the Western Australia Land Authority Act 1982 (as amended) (**WALAA**).
2. The Parties intend legal relations to be created by this MOA.
3. Set out in paragraphs 1-5 (inclusive) and 10 of the Annexure to this MOA is a summary of historical evolution and contemporary position of standing concerning Joondalup in the terms of WALAA and set out in paragraphs 6, 7, 8 and 9 of the Annexure to this MOA are the principal terms of agreement (**Terms**) that have been negotiated and agreed to between the Parties as contemplated in paragraph 3.2.3(d) of the 2001 Modification.
4. Each Party will act in good faith to one another and will do and execute all such further acts, deeds and things as may reasonably be requested by the other Party to give effect to this MOA and the Terms.
5. Either Party may request the other Party to enter into and execute more formal deeds or instruments to evidence this MOA and the Terms, or any part or parts thereof, and in such event, the other Party will comply with any such request, subject nevertheless to the reasonable cost of such more formal deeds or instruments being shared equally between the Parties, and such more formal deeds or instruments being balanced documents respecting the reasonable and legitimate rights and obligations of each of the Parties described in the Terms.

**The Common Seal of Western Australia
Land Authority** was affixed in the presence
of:

Authorised Officer

Authorised Officer

Print Name

Print Name

The Common Seal of City of Joondalup

was affixed in the presence of:

Authorised Officer

Authorised Officer

Print Name

Print Name

JOONDALUP NORMALISATION & COMPLETION

ANNEXURE TO MEMORANDUM OF AGREEMENT

1. PURPOSE OF AGREEMENT

The purpose of this document is to set out certain commitments for both the City of Joondalup and the Western Australian Land Authority (LandCorp), with respect to the development of Joondalup.

The agreement is based on the scope of works held in the *Centre Plan - Completion 2001 Modification*. This is the updated legislative plan required under section 18 of the WALA Act.

The *Centre Plan - Completion 2001 Modification* is a result of a review of the current Joondalup Centre Plan which is incorporated into the Joondalup City Centre Development Plan and Manual (1995). This review is documented in the *Joondalup Centre Plan Review* (The Planning Group, 2001) with technical support in the *Joondalup Centre Review of Pedestrian and Cycle Network Crossings* (The Planning Group & Sinclair Knight Merz, 2001)

2. BACKGROUND

Until now, the Centre Plan and Structure Plan have been the same document. The latest review however, undertakes to separate the documents. The 1995 Plan will remain as the adopted Structure Plan until such time as the City approves another.

The historical planning for Joondalup can be traced back to the 1955 Stephenson Hepburn Plan for Perth, which established the statutory framework for the regional growth for Perth. However, it was not until the 1970 Corridor Plan for Perth that Joondalup was identified as the major sub-regional centre for the north west corridor. It is worth noting that of all the strategic regional centres identified in the Corridor Plan, Joondalup was the only one that was not based on an existing retail or town centre

The 1970 Corridor Plan formed the basis of regional planning in Perth for the next 20 years, and was implemented through the statutory provisions of the Metropolitan Regional Scheme (MRS). In 1990, Metroplan replaced the Corridor Plan as the guiding plan for the future growth of the Perth metropolitan area. Metroplan refined the corridor-based growth of Perth and cemented the role of Joondalup as a strategic regional centre providing major employment and an important focus for community activity. It also established a hierarchy of retail and commercial centres throughout the metropolitan area, which further identified Joondalup's role as the retail, commercial, economic and employment centre of the north-west corridor.

The Joondalup Centre Act (1976) (the JC Act) established the Joondalup Development Corporation (the JDC), the objectives of which were to *'promote, coordinate and secure*

as soon as practicable the laying out and development of the Joondalup Centre in accordance with this Act and proposals approved in that behalf under this act'.

Section 38 (1) required the JDC to prepare a plan for the phased development of the Joondalup Centre. The plan, and any subsequent changes to it, required the approval of the Minister. Of particular importance, the JC Act did not exempt the JDC from any provision of the Local Government Act, 1960, the Metropolitan Region Town Planning Scheme Act, 1959, and the Town Planning and Development Act, 1928. In other words, the JDC was required to comply with all the necessary local and state planning requirements, and therefore gain statutory approval from appropriate local and state government authorities. During the time of the JDC, a number of statutory plans were developed to guide the future growth of Joondalup.

The JDC commenced operations in 1977. The JDC was responsible for 1425ha of which it owned 1100ha. The JDC developed the residential areas of Connolly and Joondalup as a leader for the residential base beyond the then development frontier of the corridor. They also established the business park to service the growing area and as a basis for employment.

JDC continued to oversee the development of Joondalup until 1992, when the functions of the JDC were vested in LandCorp following the passing of the Western Australian Land Authority Act (1992). A key function of LandCorp, was to *'continue the development of the Joondalup Centre'* (WALA Act, 1992, 16(1)(c)). In 1995, LandCorp, together with Donaldson Smith and Hooke, produced the Joondalup Development Plan and Manual, which incorporates the current plan required under the legislation.

Also in 1995 Russell Taylor and William Burrell prepared the Joondalup Review. The objectives of the review were to:

- review relevant legislation and planning documents;
- provide a synopsis of issues encountered to date
- provide succinct recommendations for future implementation of planning initiatives;
- provide a Scope of Works Plan to form the basis for discussion and negotiation between LandCorp and the Ministry for Planning and the City of Wanneroo.

By way of response to this document, the then City of Wanneroo provided a report titled "Response to the *"Joondalup Review"* July 1996". The City of Wanneroo stated that they believed the draft Scope of Works Plan provided in the review fell *"far short of what may be reasonably expected in terms of infrastructure and other facility provision to be undertaken by LandCorp."* The City of Wanneroo went on to define a list of matters on which it sought commitment from LandCorp. These matters fell under the following headings:

- A Roads and Bridges
- B Streetscape
- C Pedestrian – Cycle Network
- D Public Open Space and Street Verges and Medians
- E Traffic Signals
- F Drainage
- G Car Parking

-
- H The Arena
 - I Civic and Cultural Facilities
 - J Artworks
 - K Environment Centre
 - L Helipad

In all, 50 items were scheduled under these categories. These items have formed the basis of negotiations between the regional local authority and LandCorp from 1996 to the present day.

3. NORMALISATION

In 1998, following a Ministerial Review of WALA's functions, the functions of LandCorp, as specified in the WALA Act (WALA Act, 1992, 16(1)(d)) were amended to '*complete the development of the Joondalup Centre*'.

Completion was viewed as a process of normalisation, that is a transitional process through which the Strategic regional centre would become operationally and perceptual transformed from a development project to an established and credible centre. The city would be normalised, when it had all basic infrastructure in place and a critical mass of development and occupation such as to generate rates sufficient to sustain the operation of the city through the local authority. Normalisation could be further described in terms of the social, economic, environmental and physical infrastructure provided to meet the objectives of development of Joondalup as a strategic regional centre.

The 1995, Taylor Burrell review sought to look at the various parties' obligations in the context of the normalisation of the city.

In terms of physical infrastructure, LandCorp and its predecessors have completed or committed to completion of all roads and services well in excess of current needs. In addition, finishing such as landscaping, public open space street furniture and public art is well in excess of industry standards. Central Park and the establishment of the Yellagonga Regional Park as well as discrete areas of public open space provide an outstanding environment for the regional population.

Planning and implementation has been staged over twenty years. At first a population base was generated in conjunction with a centre for business development and employment types associated with an area of new housing development, the Joondalup Business Park. This was followed by the release of land in the CBD which in turn was supported by LandCorp's stake in early development of the retail centre. LandCorp has also instigated and sponsored various economic development initiatives.

Key stakeholders such as the University and hospitals were attracted by the provision of cheap land by JDC. Following this the integrated transport network was completed with train services commencing late in 1992 and the arrival of the freeway to the city's doorstep in December 1999. The establishment of the education centres, law courts, retail hospital, city administration centre, civic centre and the one of the state's largest sporting complexes and libraries have provided an extremely sound base for the normal operation of a the strategic regional centre.

It is estimated that \$100 million has been invested by LandCorp with a further \$240 million by the State Government and \$25million by the City of Joondalup. This has been a catalyst for around a further \$800 million in private sector investment in Joondalup. 1999 market research (Market Equity) indicated that Joondalup is meeting all the 'needs' of the catchment area and is well into satisfying the wants of residents up to 10km away.

In recent years the city's major stakeholders have been coming together on a regular basis to the betterment of the city. The group was instrumental in attracting the new WA Police Academy to Joondalup. The Education sector in particular have embraced the city with Edith Cowan's decision to bring their headquarters to Joondalup. In addition the rapidly growing call centre industry now has a strong seat in Joondalup with RAC, Stellar and Ansett all operating from the CBD. The Business Association is also now well established.

Social and community needs are arguably some of the best provided in a strategic regional centre. As well as having a high quality public transport network and representation by most social services, the city has an inspiring programme of community events including the Joondalup and Little Feet Festivals, concerts and markets. Joondalup is also one of the first strategic regional centres recognised by the Perth International Arts Festival which ran an inaugural film festival at the university over the 99/2000 summer.

This outstanding array of both soft and hard infrastructure and the level of community use substantiated by 1999 market research is a clear indication of the normalisation of the Joondalup strategic regional centre.

4. THE JOONDALUP CENTRE PLAN

Those key objectives of the development of Joondalup as a strategic regional centre have evolved somewhat over time. Since 1995, these objectives have been contained in the Joondalup City Centre Development Plan and Manual. This document contains the structure plan for the city and the development guidelines for building as part of the City of Wanneroo Town Planning Scheme No 1 (now the City of Joondalup's Town Planning Scheme.) Importantly the document also represents the Joondalup Centre plan required under the 1992 WALA Act. It was approved by both the Minister for Lands and the City of Wanneroo in April 1994 and replaced the 1990 Hames Sharley Plan.

The WALA Act requires LandCorp "*to complete the development of the Joondalup Centre, in accordance with the Plan referred to in Section 18...*" Section 18 states LandCorp is to "*keep the plan under review and if requested by the Minister is to review the plan completely;*"

The years from 1995 to the present have seen considerable growth and change making it appropriate to again review the plan. Until now, the Centre Plan and Structure Plan have been the same document. The latest review however, undertakes to separate the documents. The 1995 Plan will remain as the adopted Structure Plan until such time as the City of Joondalup approves another. The Centre plan review will be encapsulated in a new brief new document known as the *Centre Plan - Completion 2001 Modification*.

Centre Plan Review

A review was undertaken by The Planning Group with technical support from Sinclair Knight Merz (traffic and pedestrian networks), GHD (engineering) and ERM (financial and economic).

The review, assess the social, economic, environmental and physical infrastructure which needs to be provided to meet the objectives of development of the Joondalup strategic regional centre. The Plan reflects the level of development required to reach normalisation. LandCorp's role as developer of Joondalup is complete at such time as the city has reached normalisation.

To this end, the *Centre Plan - Completion 2001 Modification* sets out the conclusions of the Planning group Review in an updated Scope of Works Plan. The Scope of Works Plan describes certain obligations of the City of Joondalup and LandCorp relating to completion of Joondalup infrastructure.

5. DOCUMENTATION

The documents relevant to the normalisation process are as follows:

- *Joondalup Centre Plan Review* (The Planning Group, 2001)
- *Joondalup Centre Review of Pedestrian and Cycle Network Crossings* (The Planning Group & Sinclair Knight Merz, 2001)
- *Joondalup Centre Plan - Completion 2001 Modification* (Arthur Robinson & Hedderwick, 2001)

6. SCOPE OF WORKS

The agreed Scope of work is shown on the following plan and schedule. LandCorp undertakes:

- With respect to the works shown on the scope o works plan which have included with them a date, to complete the relevant works shown on the scope of works plan by the respective dates shown on the plan.
- With respect to the works shown on the scope o works plan which have a monetary amount included with them, to make payment in cash or equivalent, to the City of Joondalup in lieu of the items shown, and to the amounts shown, on the plan
- With respect to those items on the scope of works plan which refer to a transfer of land, to transfer land to the City of Joondalup as shown on the plan.

7. CITY UNDERTAKINGS

In addition to any conditions which may be noted against specific items to which the City of Joondalup has agreed, the City of Joondalup:

7.1 CENTRE PLAN

Acknowledges that the Scope of Works Plan attached to this document is the same as that attached to the Joondalup Centre Plan - *Completion 2001 Modification*.

7.2 CAR PARKING

Will accept transfer of Lots 522, 535, 477 and 456, and: -

- Confirms that the transfer of the whole of Lot 456 satisfies the shortfall of 46 parking bays and leaves a credit of 16 bays.
- Accepts transfer of Lot 9 McLarty Avenue in order to create frontage and access from same street to future decked parking stations. The benefit of this lot with respect to parking credits or other benefit will be agreed subject to valuation.

7.3 CAVEATS

This document assumes that all encumbrances have now been extinguished with the exception of the following:

- Caveat G 460233C (refer 7.4 LOT 6 LAWLEY COURT).
- Caveat L 064676 (refer 7.10 BASKETBALL SITE)

Other historical caveats or encumbrances on LandCorp land in the defined area, in favour of the City of Joondalup and not mentioned in this document may come to the attention of either party or be placed in error in the future. Should such a case arise, the parties agree to jointly discuss and attempt to resolve the issue without further consideration and in such a way as to avoid conflict with this agreement.

7.4 LOT 6 LAWLEY COURT

Agrees to accept transfer of Lot 6 as an offset to payment for future works, subject to negotiation and agreement of valuation.

7.5 FUTURE SUBDIVISION

In its capacity as referral authority during the course of subdivision applications, undertakes to place no condition on LandCorp as the developer to undertake any of the items scheduled herein.

7.6 AIR RIGHTS

Undertakes to use its best endeavours to execute an agreement, within 6 months of the date of this agreement, with Westrail on Air Rights to enable future decked parking stations.

7.7 OWNERSHIP OF LOGOS AND STREET FURNITURE DESIGN

Will arrange for agreements to be drafted and (subject to agreement by LandCorp, not to be unreasonably withheld) executed transferring licenses and usage rights for street furniture and logos from LandCorp to the City of Joondalup.

-
- Will draft such agreements (subject to agreement by LandCorp, not to be unreasonably withheld) to allow LandCorp reasonable use of the logo for Joondalup land promotional material and for LandCorp use of street furniture within the City Centre

7.8 ARTWORKS AND RECORDS

Will receive historical records such as plans and photographs which LandCorp no longer requires and subject to compliance with State Records procedures. This may occur over a period of years.

- Makes no further claim for ownership of artworks, historical records, photographs and other items not subject of this agreement.

7.9 TRANSFER OF COMMUNITY FACILITIES

Agree to accept at no cost to the City of Joondalup unencumbered, freehold transfer of a 3000m² site on Collier Pass (MfP ref 111421). This transfer is in satisfaction of a LandCorp commitment to meet a shortfall in the provision of land for community purposes.

7.10 BASKETBALL SITE

Agree to enter into a deed of variation to its lease with LandCorp, (upon terms mutually agreed, such agreement by LandCorp, not to be unreasonably withheld) terminating its sublease to Wanneroo Basketball Association and its lease from LandCorp in 2007. Subject to compliance, and on gaining vacant possession of the site, LandCorp will provide funds for the construction of the second carriage way of Collier Pass. LandCorp may elect to provide these funds in advance subject to repayment by the City of Joondalup if it fails to comply with the conditions of the deed.

7.11 MARKETING

Agree that LandCorp has no further obligation for action or expenditure relating to the strategic marketing of the Strategic regional centre.

8. FUTURE DEVELOPMENT BY LANDCORP

Any/all future development carried out by LandCorp in the City Centre will be undertaken purely on a commercial, developer basis and any obligations will be determined under normal statutory development processes. The City of Joondalup undertakes to place no condition which conflicts with the undertakings of this agreement. LandCorp, in turn, undertakes to continue to consult regularly with the City of Joondalup during the course of such planning and development.

9. INFRASTRUCTURE

The list of Joondalup Infrastructure items scheduled at appendix A and shown on the Scope of Works plan totals \$11.17 million in value. This is broken down as follows:

Work done already	Work planned by LandCorp	LandCorp cash contribution (for future works by City)	Total
\$4.41 m	\$1.52 m	\$5.24 m	\$11.17 m

10 APPENDICES

- *Joondalup Centre Plan - Completion 2001 Modification* (Arthur Robinson & Hedderwick, 2001)
- *Joondalup Centre Plan Review*(The Planning Group, 2001)
- *Joondalup Centre Review of Pedestrian and Cycle Network Crossings* (The Planning Group & Sinclair Knight Merz, 2001)

CJ428 - 12/01 JOONDALUP INFRASTRUCTURE AGREEMENT –
CITY OF JOONDALUP AND LANDCORP (WESTERN
AUSTRALIAN LAND AUTHORITY) - [08126] [00358]

WARD - Lakeside

CJ011211_GRN.DOC:ITEM 5

SUMMARY

The development of Joondalup began in 1976, when State Government enacted the Joondalup Centre Act (1976) and established the Joondalup Development Commission (JDC). More recently the Western Australian Land Authority (WALA) trading as LandCorp, have had responsibility for promoting, co-ordinating and securing the development of the Joondalup Centre.

During this period there has been close co-operation between JDC and now LandCorp in undertaking this task. The process of handing the responsibility to the City began some years ago when in 1995 a review was commissioned by LandCorp. As a result, a number of items were identified as being outstanding or falling short of what might be expected. Those items still outstanding have been incorporated into a Scope of Works plan and an agreement negotiated that allows LandCorp's role in establishing Joondalup to be transferred to the City. In arriving at the items to be incorporated into the agreement, discussions have been held with a number of former Shire Presidents, Mayors, Councillors and officers to confirm the items. The agreement provides for LandCorp to complete certain works and funds to be transferred to the City for it to carry out other works. It is recommended that the Council seeks a deputation to the Minister for Planning and Infrastructure, to discuss matters relating to the relocation of the basketball stadium and assistance for the Regional Performing Arts Complex, and that the agreement be formalised between the City and LandCorp.

BACKGROUND

In 1970, the Corridor Plan formed the basis of regional planning in Perth. In 1990, Metroplan replaced the Corridor Plan as the guiding Plan for the future growth of the Perth Metropolitan area. Metroplan further cemented the role of Joondalup as a Strategic Regional Centre providing major employment and an important focus for community activity. It also established a hierarchy of retail and commercial centres throughout the metropolitan area, which further identified Joondalup's role as the retail, commercial, economic and employment centre of the north-west corridor.

In 1976, the Joondalup Centre Act established the Joondalup Development Corporation (JDC). Its objectives were *"to promote, co-ordinate and secure as soon as practicable the laying out and development of the Joondalup Centre in accordance with the Act and proposals in that behalf under this Act"*.

The Act required the preparation of a plan for the phased development of the Joondalup Centre. The plan, and any subsequent changes to it required the approval of the Minister. The JDC was required to comply with all the necessary Local Government and State Government planning requirements.

JDC was responsible for 1,428 ha of which they owned 1,100 ha. JDC developed the residential areas of Connolly, Joondalup and the Business Park and the CBD. Development of Joondalup's infrastructure was funded from the profits of land sales.

In 1992, the functions of the JDC were incorporated into the Western Australian Land Authority (WALA). WALA, now trading as LandCorp was to "continue the development of the Joondalup Centre".

In 1995 LandCorp commissioned a '*Joondalup Review*'.

The objects were:

- Review relevant legislation and planning documents;
- Provide a synopsis of issues encountered to date;
- Provide succinct recommendations for future implementation of planning initiatives;
- Provide a Scope of Works Plan to form the basis for discussion and negotiation between LandCorp, the Ministry for Planning and the City of Wanneroo.

In 1996 the then City of Wanneroo responded with a report entitled "*Response to the Joondalup Review July 1996*".

The Cities position was that the draft Scope of Works provided in the review fell "*far short of what may be reasonably expected, in terms of infrastructure and other facility provision to be undertaken by LandCorp*".

The City defined a list of matters under the following headings:

- A Roads and Bridges
- B Streetscape
- C Pedestrian – Cycle Network
- D Public Open Space and Street Verges and Medians
- E Traffic Signals
- F Drainage
- G Car Parking
- H The Arena
- I Civic and Cultural Facilities
- J Artworks
- K Environment Centre
- L Helipad

Some 50 items were scheduled under these categories. These items have formed the basis of negotiations between the City and LandCorp since 1996 to the present day.

In 1998, following a Ministerial Review of WALA's functions, the functions of LandCorp, as specified were amended to '*complete the development of the Joondalup Centre*'.

Normalisation

The basis for the Normalisation Agreement is that the Regional Centre has operationally and perceptually transformed from a development project to an established and credible centre. That is, the City has all the basic infrastructure in place and a critical mass of development and occupation so as to generate sufficient rates to sustain the operation of the City through the local authority.

The acceptance of this, subject to agreed conditions, will result in LandCorp's commitment to Joondalup being concluded.

All Councillors were invited to a workshop held on 9 August 2001 to workshop the Joondalup Infrastructure and Normalisation Agreement. It was attended by the Mayor and Councillors Kadak, Kimber and Mackintosh.

DETAILS

The City of Wanneroo Report "*Response to the Joondalup Review July 1996*" was a comprehensive review of commitments made by JDC and LandCorp. It reviewed the role, legislation, reports, meetings held with Government, correspondence, Hansard etc. It identified the items that were outstanding and has been the basis for negotiations since that time.

Recently, in taking up this matter, a methodology was developed to provide a foundation by which the items could be resolved.

Methodology

The way items (of which there were 50) have been dealt with during the negotiations has been:

1. If the item has been constructed/provided it was deleted from the list, i.e. the helipad site has been provided at Alcar Park.
2. If the item will be the subject of a requirement as part of the normal subdivision process the item was deleted on the basis it would be considered as part of that subdivision approval and process. An example might be provision of a road bridge over the rail line in the precinct south of Hodges Drive and West of Joondalup Drive.
3. If there was no dispute about its requirement as part of the Joondalup Infrastructure it was included.
4. If there was a dispute about the need for that infrastructure item, or the level of provision, it was resolved based on appropriate reports. For example, the type and location of pedestrian crossings was subject to a review of Pedestrian and Cycle Network Crossings by Planning and Traffic Management consultants.
5. There were reasonable grounds for insisting on the provision.

All 50 items have been addressed in this way.

Finalisation of Negotiation Process

In February 1999, it was agreed that the negotiations should be concluded as soon as practicable. It was agreed that the Chief Executive Officers of LandCorp and the City would meet to finalise the agreement, followed by presentations to the Board and Council for ratification of the Agreement.

In September 1999, a letter of claim was forwarded to LandCorp. The letter was in two parts. Part 1 dealt with infrastructure items, as identified in the list of matters. Part 2 sought funding for a range of items including:

- Development of Lot 1, Cnr Lakeside and Joondalup Drives.
- Development of Central Park.
- Joondalup Performing Arts Theatre Centre.
- Lake Joondalup Walk Trail.

As a result of this letter negotiations stalled. LandCorp officers advised the additional items raised in Part 2 were outside of their brief to deal with.

Subsequently, in a bid to move forward, negotiations at officer level continued on Part 1 items.

Meetings with Former Presidents, Mayors and Senior Officers

As part of the review process discussions were held in 1999 with the former Directors of Town Planning and Technical Services who had involvement in the development of Joondalup over a period exceeding twenty years.

In October 2001, further discussions were held with the following:

Name	Period on Council		Comment
	Shire of Wanneroo	City of Wanneroo	
26 September 2001			
Mr B Cooper	1984 – 1985	1995 – 1990	Mayor 1997-1998 Mayor 1989 – 1990 Served on the JDC Board
Mr G Major		1986 – 1998	Mayor 1993 – 1994
3 October 2001			
Mr N Trandos	1961 – 1966 1970 – 1985	1985 – 1988	Shire President 1984 – 1985 Mayor 1985 - 1986
Cr M O'Brien	1977 – 1985	1985 – 1986	Shire President 1981 – 1982
Mr J Turley	1978 – 1984		Served on the JDC Board
Mr A Dammers		1989 - 1997	Mayor 1995 – 1997 Served on the JDC & LandCorp Board

Councillors P Kimber and P Kadak attended the meeting on 26 September 2001 and Councillor Kadak attended the meeting on 3 October 2001.

The consensus of these discussions was:

- There was a strong expectation that under the Joondalup Centre Act (1976) provision would be made for hard infrastructure and soft infrastructure such as cultural facilities. However, when the functions of the Joondalup Development Corporation were absorbed into the Western Australian Land Authority the range of facilities were largely narrowed to hard infrastructure items such as roads.
- With respect to the infrastructure items the list appeared comprehensive and no further items were suggested.
- A strong push should be made at the political level to achieve the provision of soft infrastructure and in particular funding for the Performing Arts facilities. This should be a separate exercise to that relating to the 50 identified items.
- The matter of public consultation on the Joondalup Normalisation and Completion agreement was considered inappropriate for a number of reasons including:
 - It is a complex issue;
 - Knowledge of background information was necessary in order to make a meaningful comment;
 - Need to give the Government the opportunity of responding before involving the public.

Details

The further discussions have addressed Part 1 items, that is the provision of those matters referred to in the *Response to Joondalup Review*.

A Scope of Works plan is attached that outlines the agreements with respect to physical infrastructure. It indicates:

- Works to be completed by LandCorp. These include transfer of land for car parking;
- Construction works valued at \$1.52m including the construction of Lakeside Drive from Kendrew Crescent to Joondalup Drive;
- A financial contribution of \$5.24m to the City of Joondalup for works including:
 - Second carriageway earthworks on Lakeside Drive;
 - Second carriageway road bridge at Lawley Crescent;
 - Various paved pathways and dual use paths;
 - Pedestrian crossings and traffic lights;

See Attachment A for the Scope of Works Plan and Attachment B for the costings.

These agreements are found in the following documents that have been circulated to Councillors under separate cover on 2 November 2001.

- Joondalup Normalisation and Completion Agreement;
- Joondalup Centre Plan – Completion 2001 Modification;
- Joondalup Centre Plan Review;
- Joondalup Centre Review of Pedestrian and Cycle Network Crossings;

No agreement has been reached with respect to those items in Part 2 of Council's letter of claim. These are briefly discussed below.

- Development of Lot 1, Cnr Lakeside and Joondalup Drives.

Lot 1 was not part of the JDC or LandCorp land holding and is currently the subject of the CALM draft Yellagonga Park Management Plan.

The Cities claim was on the basis that the land was a "gateway" site into the City and it could serve as a passive recreation site for residents in City North.

- Development Central Park

Central Park is an important element in the City CBD providing a green passive park in what is developing into a hard Urban development. Its use will be somewhat akin to the Supreme Court Gardens in the City of Perth.

Plans for the park's development were completed in 1994 and Stage 1 was completed 1996.

LandCorp has committed funds in the agreement for a review of the Park plans and states that the next stages of development are a responsibility of the City.

- Joondalup Performing Arts Theatre Centre

LandCorp has assisted in the planning for the Performing Arts Theatre contributing jointly with the City to the Report *Joondalup – a Cultural Plan*, and providing land (2.3 ha) being the site the Library, the Civic Centre and the temporary car park is located upon.

The City sought a further \$10m contribution to "*overcome the economic malaise that currently pervades this part of Joondalup*".

- Lake Joondalup Walk Trail

This claim was for funding (\$200,000) the walk trail along the edge of Lake Joondalup to an asphalt standard between Joondalup Drive (north) and north Edgewater.

The response in November 1999 from LandCorp was it was reviewing the Joondalup "Plan" in the terms of its legislation. In summary, its role is to plan for, but not necessarily implement the proposals. During discussions with LandCorp officers this view has been consistently put and appears to be supported by the WALA legislation. This area is one that the City could pursue in any final negotiations between the Mayor and Chairman of the LandCorp Board, or alternatively at a political level as suggested by the former Councillor, Presidents and Mayors group.

Normalisation Agreement

In summary, the draft Normalisation Agreement provides for -

An agreed scope of works, shown on a plan and schedule, whereby LandCorp undertakes:

- To complete the works shown by the dates shown on the plan;
- To make payment in cash or equivalent, to the City in lieu of the items shown, and to the amount shown on the plan;
- To transfer land to the City as shown on the plan;

and for the City to take on the responsibility for the on-going development of the City.

COMMENT/FUNDING

Financial Matters

The list of Joondalup Infrastructure items in the *Normalisation and Completion Agreement* and shown on the Scope of Works plan totals \$11.17 million in value as follows:

Work Already Done	Work Planned by LandCorp	LandCorp Cash Contribution (for Future Works by the City)	Total
\$4.41m	\$1.52m	\$5.24m	\$11.17m

The estimates of cost have been prepared by LandCorp and agreed by the City. The cash contribution could be met by cash or in kind contributions such as land.

Funds or assets received from this Agreement should be transferred into a special reserve established to undertake the proposed works and services in the Joondalup City Centre.

Completion and Normalisation Agreement

In addition to the physical infrastructure, agreements have been reached that the City:

- Acknowledges that the Scope of Works Plan attached to the Normalisation and Completion Agreement is the same as that attached to the *Joondalup Centre Plan – Completion 2001 Modifications*;
 - This plan is a requirement under the WALA Act and is designed to satisfy those obligations.
- Will accept the transfer of land:
 - Various sites for car parking;
 - Lot 9 McLarty Drive in order to create a frontage and access to future decked car-parking stations over the railway cutting. It should also be noted the Lot will be used in respect to parking credits or other benefits will be agreed subject to valuation.
- Will address caveats:
 - Provides that the caveats relating to Lot 6 Lawley Court and the Basketball Stadium site remain in place until the issues relating to those sites are addressed.
 - Agrees to accept transfer of Lot 6 Lawley Court as an offset to payment for future works subject to negotiation and agreement of valuation.
- Will not impose conditions on future subdivisions by LandCorp where those items or subdivisions have been specifically addressed in the agreement;
- Will use its best endeavours to execute an agreement with Westrail on Air Rights to enable future decked parking stations over the rail line.
 - Will arrange agreements for the transfer from LandCorp to the City of the logos and street furniture design.
 - This requires agreements to be finalized and is currently in progress.
- Will make no further claim for artworks, historical records and photographs.
 - LandCorp has agreed to provide historical records such as plans and photographs that LandCorp no longer requires, subject to the State Records procedures.
- Will accept at no cost the freehold transfer of 3,000m² on Collier Pass;
 - The 3,000m² was identified as land due to the City a result of subdivision activity affecting the administration centre's site. Negotiations have resulted in the site being located in a strategic location.

- Will terminate its sub-lease to the Wanneroo Basketball Association by 2007.
- The basketball stadium site is owned by LandCorp and is leased to the City who sublease it to the Wanneroo District Basketball Association (Inc). The lease provides for a 20 year term, expiring 2002, with two options of 5 years to extend. The option is exercised if the Lessee, City of Joondalup, exercises its options, then the Sub-lessee may also exercise a similar option, subject to giving Notice prior to the expiration of each term.

The first option has been exercised, expiring in 2007. The Association is seeking the granting of the second option which if granted would expire in 2012. The Association owes the City \$245,000 (June 2001) and the payment plan provides for the Association to clear its debt I June 2007.

The Wanneroo Basketball Association has acknowledged that an alternative site for the basketball stadium needs to be found.

The Normalisation Agreement proposes that the City enters into a deed requiring the City to give up the land in 2007. LandCorp would in return provide the funds (\$0.54m) for the second carriageway in Collier Pass. These funds would be forfeited if the site was not handed over as agreed. The impact of this proposal is that alternative arrangements for the Stadium would need to be made, prior to 2007.

It is worth noting that the basketball stadium site was initially established by JDC and was to be part of the sports complex. However, subsequent planning located the sports complex at its current site at the Arena and the original sports centre site became the commercial and shopping centre site, thus leaving the Basketball Stadium in an inappropriate location.

Assistance to relocate the basketball stadium should be raised with the State Government.

- Will accept responsibility for the marketing of the City Centre.
- During the establishment of Joondalup, LandCorp carried out marketing to promote the Joondalup City Centre. The marketing was used to raise awareness about Joondalup and to promote land sales in the centre.

The Joondalup Normalisation and Completion Agreement provides a formal handover of responsibility from LandCorp to the City.

The Agreement provides for LandCorp to undertake certain works and provides funds to the City to undertake other infrastructure works in the future. In addition, the Agreement transfers land to the City for car parking and other purposes.

The funds will be held in reserve and will provide a source of funds to be used on infrastructure development in the Joondalup CBD.

Meeting with the State Government

Since the inception of the development there has been a major State Government instrumentality directly involved in the planning and provision of infrastructure in the Joondalup CBD.

The Agreement recognizes that the City has reached the point of being a credible and functioning centre and will see the City take on the role of providing the infrastructure that has previously been provided by JDC or LandCorp. Accordingly, the proposed Completion and Normalisation Agreement which provides the transfer of funds and assets to undertake certain works in the future, is a significant event in the on-going development of Joondalup.

Notwithstanding the Agreement has been jointly prepared, there are still some concerns about design standards, replacement of the Basketball Stadium and the Government's commitment to Joondalup, and in particular the provision of performing arts facilities.

The latter issue was also of particular concern to the former Presidents and Mayors group who expected that the creation of the City would indicate the provision of a Performing Arts Complex. Accordingly, it is proposed that the City meet with the Minister for Planning and Infrastructure to clarify these issues prior to executing the Agreement.

RECOMMENDATION

That Council:

- 1 prior to the endorsement of the Joondalup Normalisation and Completion Agreement, SEEKS A DEPUTATION to the Minister for Planning and Infrastructure to discuss the proposed Agreement and related issues including design issues, the relocation of the Basketball Stadium site and assistance for the Regional Performing Arts Centre;
- 2 NOMINATES the Mayor, Lakeside Ward Councillors, Chief Executive Officer and appropriate staff to attend the Deputation;
- 3 ACKNOWLEDGES the Scope of Works plan attached to the Joondalup Normalisation and Completion Agreement is the same as that attached to the Joondalup Centre Plan – Completion 2001 Modification;
- 4 AUTHORISES the preparation of the necessary documents to give effect to the Agreement;
- 5 AUTHORISES the signing and affixation of the Common Seal;
- 6 ESTABLISHES BY AN ABSOLUTE MAJORITY pursuant to the provisions of Section 6.11 of the Local Government Act 1995, a reserve account entitled "Joondalup Centre Infrastructure" for the purpose of undertaking infrastructure works in the Joondalup City Centre;

- 7 ADVISES the Wanneroo Basketball Association (Inc) that the City:
- (a) will not exercise its option to extend the lease to 2012 and that the Association will need to vacate the Collier Pass premises in 2007;
 - (b) will provide assistance to the Association in its endeavours to establish alternative accommodation.

Appendices 22(a) and 22(b) refer

To access this attachment on electronic document, click here: [Attach22aagn181201.pdf](#)

[Attach22bagn181201.pdf](#)

Item No.	Description	Original Value	Revised arrangements and values			Comment	Code on plan
			Work completed by LandCorp	Work to be completed by LandCorp	Work to be completed by City of Joondalup		
A.1	Construct Lakeside Drive from Joondalup Drive (north) to Shenton Avenue to standard of full earthworks and one carriageway - see plan.	1.51	1.1	0	0	Completed	C
A.1	Earthworks to second carriageway				0.41	Will result in current letter of undertaking being overturned	(\$0.41m)
A.2	Construct Lakeside Drive from Boas Avenue to Kendrew Crescent to standard of dual carriageway (one travel lane each way and one parking lane each side).	1.66	1.66	0	0	Completed	C
A.3	Construct Lakeside Drive from Kendrew Crescent to Joondalup Drive to standard of dual carriageway	1.27	0	1.27	0	Completion to coincide with opening of police academy	(2002)
	Earthworks to second carriageway	0.15	0	0	0.15		(\$0.15m)
A.4	Construct Kendrew Crescent to connect to Lakeside Drive to standard of dual carriageway.	0.55	0.55	0	0	Completed - to revised standard	C
A.5	Construct second carriageway of Collier Pass.	0.54	0	0	0.54	Following termination of lease to basket ball association	(\$0m.54)
A.6 st1	Construct road bridge (dual carriageway) over railway to link public car park in Stage 4A area with Shenton Avenue.	1.1	1.1	0	0	Completed	C
A.6 st2	Construct road bridge for second carriageway	1.1	0	0	1.1		(\$1.1m)
A.7	Construct road bridge over railway to link public car park to Stage 4A area with Reid Promenade.	0	0	0	0		
A.8	Construct road connections from the Arena complex to Shenton Avenue and Moore Drive.	0	0	0	0		
A.9	Construct road bridge over railway in precinct south of Hodges Drive and west of Joondalup Drive.	0	0	0	0	Future subdivision issue	
A.10	Construct bus priority lanes linking Hodges Drive to Grand Boulevard.	0	0	0	0		
A.11	Maintain brick paved cycle lanes on road pavements in accordance with current agreement on this matter.	0	0	0	0	Completed	
B.1	Provide street lighting of the design and standard currently agreed with the City to all roads and pathways, and maintain it and accept the associated tariff for a period of two years.	0	0	0	0	Two year period concluded	
B.2	Provide street furniture in the City Centre to the design and standard agreed with the City.	0	0	0	0	Completed	
C.1	Construct paved pathway from Grand Boulevard to Lakeside Park.	0.12	0	0	0.12		(\$0.12m)

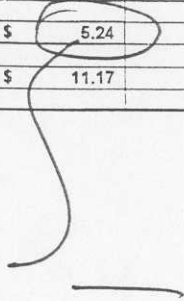
Item No.	Description	Original Value	Revised arrangements and values			Comment	Code on plan
			Work completed by LandCorp	Work to be completed by LandCorp	Work to be completed by City of Joondalup		
C.2	Construction of paved pathway from Station Square to Grand Boulevard, along south side of Market Square.	0.12	0	0	0	Due to sale of LandCorps ownership in the shopping centre the provision is now the new owners responsibility	
C.3	Construct paved pathway along Central Walk, from Central Park to Boas Avenue - see plan.	0.22	0	0	0.22		(\$0.22m)
C.4	Construct dual use path connection from Joondalup Drive in north to Edgewater Drive in south, along Lakeside Drive and along eastern edge of residential area.	0.04	0	0.04	0		(2002)
C.5	Construct dual use path along Moore Drive and Shenton Avenue adjacent to the Arena.	0.05	0	0	0.05		(\$0.05m)
C.6	Construct pedestrian footbridge over Grand Boulevard to facilitate path connection of Station Square and Lakeside Park. This footbridge has previously been identified as a potential significant artwork by the LandCorp Arts in Public Spaces Committee.	1.02	0	0	0		
	At grade crossing & walk light at Central Park	0	0	0	0.06		(\$0.06m)
C.7	Construct pedestrian footbridge over Lakeside Drive to facilitate the Station Square to Lakeside Park pedestrian route.	0.7	0	0	0		
	At grade crossing & walk light	0	0	0	0.06	all shown as \$ to be done by COJ with C1	
	Removal of round-a-bout at intersection of Lakeside Drive and Boas Avenue; install traffic lights with walk phases				0.30		(\$0.36m)
C.8	Construct pedestrian underpass under Lakeside Drive to connect Central	0.64	0	0	0		
	At grade crossing & walk light	0	0	0	0	no allowance required	
C.9	Construct pedestrian underpass under Lakeside Drive to link Edith Cowan University site to Edgewater residential area.	0.64	0	0	0	Not feasible due to ground contours	
	At grade crossing & walk light	0	0	0.02	0.04		(2002)
C.10	Construct Pedestrian underpass and provide necessary underpass aprons at intersection of Central Walk and Shenton Avenue.	0.64	0	0	0		
	At grade crossing & walk light	0	0	0	0.04		(\$0.04m)

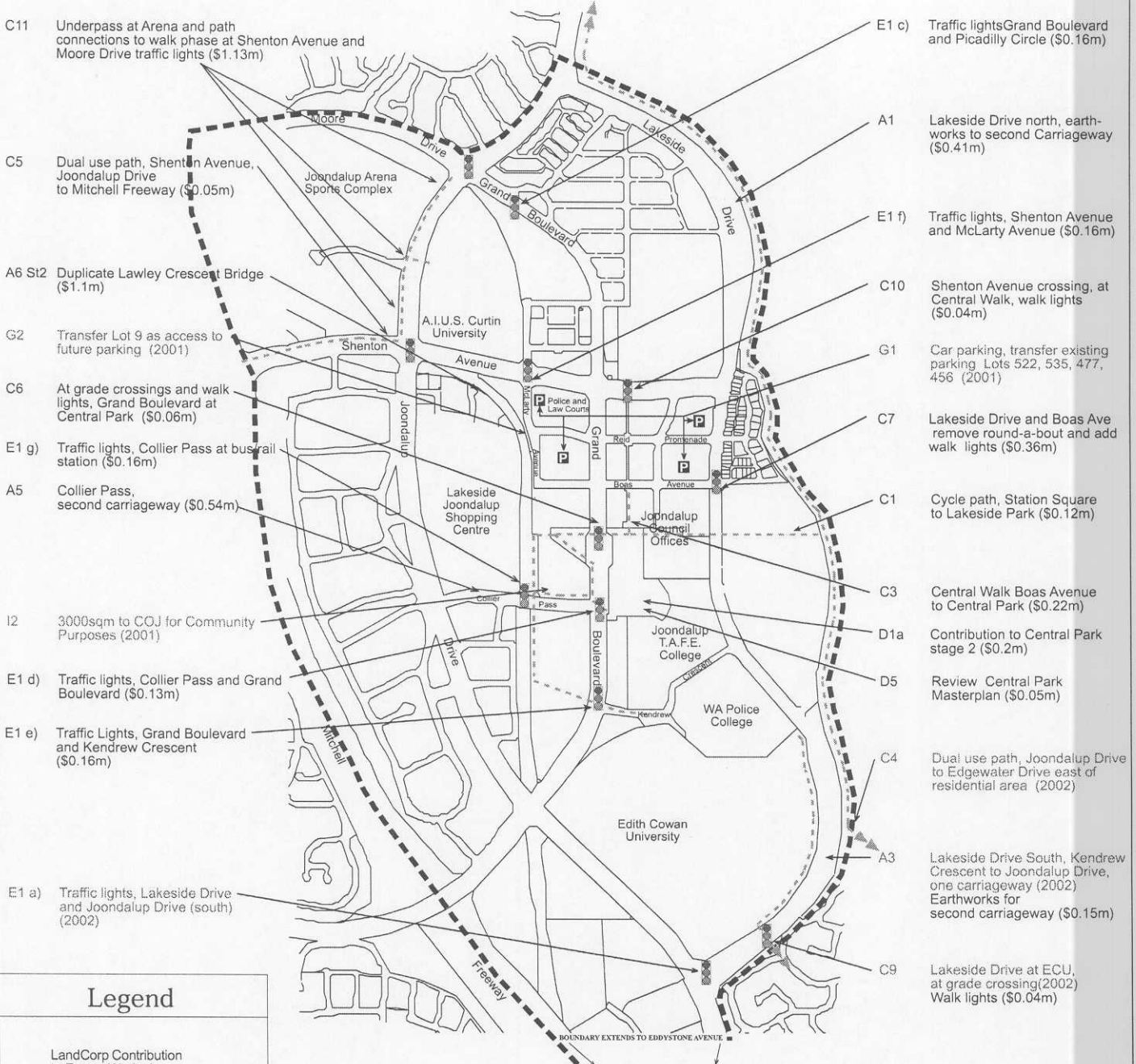
Item No.	Description	Original Value	Revised arrangements and values			Comment	Code on plan
			Work completed by LandCorp	Work to be completed by LandCorp	Work to be completed by City of Joondalup		
C.11	Construct pedestrian underpass under Joondalup Drive between its intersections with Shenton Avenue and Moore Drive. Pedestrian phase adjustment to lights - Shenton Avenue Pedestrian phase adjustment to lights - Moore Drive Link paths	1 0 0 0	0 0 0 0	0 0 0 0	1 0.04 0.04 0.05		
C.12	Pursue with the State Government the future provision of pedestrian/cycle bridges over, and underpasses under, the future Mitchell Freeway, to link the City Centre to residential areas to the west.	0	0	0	0		(\$1.13m)
C.13	Construct grade separated pedestrian crossing on Collier Pass adjacent to Railway Station.	0.8	0	0	0	see E1 (g)	
	At grade crossing	0	0	0	0		
	Walk phase	0	0	0	0	0.04 for walk phase	
D.1a	Develop all public open space areas in the City Centre, including: Central Park Stage 2 in accordance with agreed Master Plan (see D.5 below); (ie fully funded by LandCorp) - see plan. Estimate of cost for Stage 2 from \$1,000,000 up to \$2,400,000.	1.1	0	0	0.2		(\$0.2m)
D.1b	Develop all public open space areas in the City Centre, including: Lakeside Park.	0	0	0	0	Completed - subdivision cost	
D.2	Landscape all street verges and medians in accordance with approved concept plans and to the standard of the draft specifications for landscape works.	0	0	0	0	Completed	
D.3	In conjunction with the City, assess the Central Park paddle pond problem and undertake (fully funded by LandCorp) agreed remedial works.	0	0	0	0	Completed	
D.4	Rectify Central Park water body water quality problem and maintain facility for 5 years from time of acceptance of satisfactory rectification.	0	0	0	0	Completed	
D.5	In conjunction with the City, review the Masterplan for Stage 2 of Central Park to reconcile the park design with the possibility of underground car parking being provided in that area, and accessed from Lakeside Drive.	0.05	0	0	0.05		(\$0.05m)

Item No.	Description	Original Value	Revised arrangements and values			Comment	Code on plan
			Work completed by LandCorp	Work to be completed by LandCorp	Work to be completed by City of Joondalup		
D.6	Retain Market Square on the City Centre plans as a publicly accessible space connecting to Station Square.	0	0	0	0	Owners / developers responsibility	
D.7	Affirm agreement that public access to Station Square will be maintained.	0	0	0	0	Completed	
D.8	Transfer Central Park to the Crown for subsequent vesting in the City for a purpose broad enough to accommodate more than just parks and recreation uses (eg Parks, Recreation, Community Purposes and Parking).	0	0	0	0	Completed	
E.1	Construct traffic signals as shown on Scope of Works Plan.						
E.1	a) Traffic lights - Lakeside & Joondalup Dve	0	0	0.16	0		(2002)
	b) Traffic lights - Boas Avenue & Grand Blvd	0	0	0	0	Completed	C
E.1	c) Traffic lights - Moore Drive Forum CNth	0	0	0	0.16		(\$0.16m)
E.1	d) Traffic lights - Collier Pass and Grand Blvd	0	0	0	0.13	With A.5	(\$0.13m)
E.1	e) Traffic lights - Grand Blvd & Kendrew Cres.	0	0	0	0.16		(\$0.16m)
E.1	f) Traffic lights - Shenton Avenue & McLarty	0	0	0	0.16		(\$0.16m)
E.1	g) Traffic lights - Collier Pass & Bus/Rail	0	0	0	0.16		(\$0.16m)
F.1	Formalise the sump at the Stage 2 development area at the Arena site.	0	0	0	0		
F.2	Formalise drainage easements at the Lakeside Shopping Centre site.	0	0	0	0	Incomplete, the City needs to negotiate with shopping centre owner	
F.3	Secure the City's interest in the disposal of stormwater from the City Centre currently being undertaken within the Connolly Golf Course site.	0	0	0	0	Completed	
G.1	Identify land required for public car parks and set it aside at time of subdivision, protected by caveat until the parking operations are in a financial position to purchase the land.						(2001)
G.2	Provide a cash payment in lieu of the bays required in respect of stage 3A to permit the parking operation to purchase the parking areas.					COJ to address what satisfies outstanding cash in lieu	
	lot 9 for access to Reid & Rail Station	0	0	0.03	0	transfer with G1 areas	(2001)

Item No.	Description	Original Value	Revised arrangements and values			Comment	Code on plan
			Work completed by LandCorp	Work to be completed by LandCorp	Work to be completed by City of Joondalup		
H.1	Construct the remaining stage of the Arena complex, including the aquatic centre and further basketball courts (to facilitate relocation of the basketball activities currently undertaken at the facility on the corner of Joondalup Drive and Collier Pass).	0	0	0	0	The Arena is now owned and managed by the WA Sports Centre Trust. The aquatic centre has been completed with a financial contribution from the City. There may be a cost incurred by the City in resolving the removal of the basketball stadium from Collier Pass.	
I.1	Confirm current Government agreement to contribute \$3 million towards cost of new City Library – see plan.	0	0	0	0	Completed	
I.2	Cede to City 3000m ² of land on Grand Boulevard (on south side of Market Square) for child care and aged persons' facilities.	0	0	0	0	Completed with a site on Collier Pass being provided transfer on clearance and production of title	(2001)
I.3	Cede to City community purpose site in City Centre North (acknowledging that this may be suitable for child care centre).	0	0	0	0	Completed	
I.4	Participate in a joint study with City concerning design of interface between Central Park and the precinct abutting its northern boundary, eg proper co-ordination of levels along the interface will be critical.	0	0	0	0	Overtaken by agreement to participate in Master Plan study for Central Park - see item D5	
J.1	Transfer to the City all artworks commissioned by JDC and subsequently LandCorp, which relate to the Joondalup district, for inclusion in the future Council art gallery and/or civic and cultural facilities in general.	0	0	0	0	Completed	
J.2	Review all copyright agreements between LandCorp and artists in respect to all three dimensional artworks (including outdoor/streetscape artworks). Transfer to City copyright agreements to allow reproduction of works in part or whole for non-profit publicity purposes relevant to the promotion Joondalup.	0	0	0	0	Agreement to transfer right to City - City to arrange the documents	
J.3	Participate in a joint study with the City on the preparation on guidelines for the proper maintenance of streetscape artworks.	0	0	0	0		
K.1	Continue to participate in the planning of the Environment Centre, and subsequently contribute funds towards its establishment.	0	0	0	0		

Item No.	Description	Original Value	Revised arrangements and values			Comment	Code on plan
			Work completed by LandCorp	Work to be completed by LandCorp	Work to be completed by City of Joondalup		
L.1	Construct helipad (if required) in Business Park – see plan.	0	0	0	0	Completed	
		\$ 15.02	\$ 4.41	\$ 1.52	\$ 5.24		
			Total value of works		\$ 11.17		





Legend

LandCorp Contribution to Future Works Items (\$ amount) (to be undertaken by City of Joondalup)

Items to be Completed by LandCorp (by date)

←←←←← DUB

Proposed Traffic Lights or Pedestrian Lights

P Car Park

JOONDALUP CENTRE PLAN REVIEW - 2001

SCOPE OF WORKS PLAN

Date	30 Oct 2001	E. Ref	n/a
Scale	nts	Job #	700.109

152-158 St George's Terrace
 Perth, WA 6000
 Tel +61 08 9322 1316
 Fax +61 08 9321 4788
 perth@planninggroup.com.au



WESTERN AUSTRALIA

MINISTER FOR LANDS

Your Ref: Personal
Our Ref: 9501

Mr Ron Coffey
Town Clerk
City of Wanneroo
P O Box 21
JOONDALUP WA 6027

Dear Mr Coffey

**AGREEMENT BETWEEN THE CITY OF WANNEROO AND WESTERN
AUSTRALIAN LAND AUTHORITY**

Thank you for your letter of 20 December 1994 confirming the City of Wanneroo's agreement to the land exchanges and other matters constituting the full settlement of any outstanding Government commitments to your Council.

The outstanding requirement for LandCorp to contribute \$3 million towards the regional library at Joondalup and the need for LandCorp and the City of Wanneroo to continue to discuss a number of matters relevant to the Joondalup project are recognised and accepted.

I am pleased that the negotiations were successfully concluded and wish you and your Council well in your significant role in the ongoing development of the Joondalup project.

Yours sincerely

**GEORGE CASH JP MLC
MINISTER FOR LANDS**



When replying please quote:

ADMINISTRATION CENTRE
BOAS AVENUE
JOONDALUP
WESTERN AUSTRALIA

DATE: 20 December 1994 YOUR REF

TELEPHONE: (09) 405 0333
FACSIMILE: (09) 900 1383

ENQUIRIES: R F Coffey

29.DEC.94 0215A

009501
Ref No. -----
22 DEC 1994
MINISTER'S OFFICE

OUR REF: Personal

RECEIVED		
MINISTER'S OFFICE		
REF NO. 9501	NOTED	
ATTN. RF		
ACK. <input type="checkbox"/>	FILE <input type="checkbox"/>	RESPONSE <input type="checkbox"/>
22 DEC 1994		
DOLA <input type="checkbox"/>		
MINES <input type="checkbox"/>		
WALA <input type="checkbox"/>		
ACTION <input type="checkbox"/>	DRAFT REPLY <input checked="" type="checkbox"/>	
COMMENT <input type="checkbox"/>	NOTE/FILE <input type="checkbox"/>	
REQUIRED BY 13.1.94		

Hon G Cash MLC
Minister for Lands
197 St George's Terrace
PERTH WA 6000

Dear Minister

AGREEMENT BETWEEN THE CITY OF WANNEROO AND WESTERN AUSTRALIAN LAND AUTHORITY

I refer to your letter of 7 January 1994 regarding negotiations between Landcorp and Council relating to the development of Civic and Cultural facilities in Joondalup.

I apologise for not responding but it seemed at the time your advice confirmed the Government's understanding of arrangements as agreed in my letter of 22 November 1993 (copy attached) to the Chairman of the Landcorp Board.

Nevertheless Council at its meeting of 10 November 1993 resolved as follows -

That Council -

- 1(a) accepts the 2.2 ha (approx) of land in two parcels ie 10,240m² west of the Administration Centre and 11,760m² (approx) immediately east of the Administration Centre to be transferred to the City for civic and cultural facilities as shown (bordered green) on plan attached to Landcorp letter file Ref MS4A P25-01 received on 29 October 1993 - copy attached, subject to further negotiation with respect to the southern boundary of the area east of the Administration Centre.
- (b) Accepts the balance of the 2.5 ha ie approx 3,000m² such area or areas to be mutually agreed between the City and Landcorp as sites for the provision of Civic, Cultural and municipal purposes.
- 2 Agrees to transfer to Landcorp the Council owned site on the north-east corner of Boas Avenue and Davidson Terrace having an area of approx 6,400m².
- 3 Confirms that the land will be used for civic, cultural and municipal purposes but reserves the right to negotiate with Landcorp alternative uses which are considered to be in the best interests of the City.

All Communications to be addressed to the Town Clerk
POST OFFICE BOX 21 JOONDALUP WESTERN AUSTRALIA 5027

4 Accepts a contribution of \$3M from Landcorp for the purpose of the construction of the Joondalup Regional Library and undertakes a target completion date of 1996.

5 Continuous negotiations with Landcorp relating to -

The Arena
Parking
Provision of roads etc in relation
to the City Centre

Also enclosed for your information is a copy of my report to Council which resulted in the above resolution.

Planning for the first stage of the Civic and Cultural facilities which includes the Library is progressing well albeit we have dropped a "few" weeks behind and the library is now scheduled for completion during the first half of 1997.

Should you require clarification on any aspect of this matter, please do not hesitate to contact me.

Yours faithfully


R P COFFEY
Town Clerk

RPC:XD
ale94270

ENCS



WESTERN AUSTRALIA
MINISTER FOR LANDS

Mr G Major
Mayor
City of Wanneroo
PO Box 21
WANNEROO WA 6027

Dear Mr Major

**AGREEMENT BETWEEN THE CITY OF WANNEROO AND WESTERN
AUSTRALIAN LAND AUTHORITY**

The Western Australian Land Authority and the City of Wanneroo have been involved in negotiations addressing a number of matters relating to development in Joondalup.

The purpose of this letter is to document the Government's understanding of the terms that have been agreed between the Western Australian Land Authority and the City of Wanneroo. I would be grateful if you could confirm the City of Wanneroo's agreement to the matters set out below.

Discharge of Previous Government Commitment

The former Government had given certain commitments relating to the provision of Civic and Cultural facilities in Joondalup. The Authority also has a commitment to compensate Council for some 4 000 m² of land. These commitments will be discharged, on receipt of the appropriate approvals and the City of Wanneroo agreeing to the matters set out below.

Land to be transferred by the City of Wanneroo to the Authority

The City of Wanneroo agrees to transfer to the Western Australian Land Authority, for no monetary consideration, land situated on the corner of Boas Avenue and Davidson Terrace Joondalup. The land being formally described as:

Part of Lot 1 on Plan 13840 and being part of the land comprised in Certificate of Title Volume 1628 Folio 954.

The transfer for Lot 1 is to be registered at the Office of Land Titles no later 14 days after the diagram of subdivision is declared in order for dealings by the Registrar of Titles.

Land to be transferred by the Authority to the City of Wanneroo

The Authority agrees to transfer to the City of Wanneroo, for no monetary consideration, two parcels of land with a total area of approximately 2.2 hectares. The land being to the west (1.0240 ha) and east (1.176 ha) of the City of Wanneroo's Administration Centre, identified on the attached plan. The land being formally described as:

Part of Part lot 4 on Plan 14581 and being part of the land comprised in Certificate of Title Volume 1948 Folio 900; and

Part of Part Lot 6 on Diagram 68242 and being part of the land comprised in Certificate of Title Volume 1896 Folio 643.

The transfer for the two parcels of land is to be lodged at the Office of Titles within 14 days of a Diagram or Plan of subdivision being declared "In Order For Dealings" by the Registrar of Titles.

A further 0.3 ha will, following agreement on a particular site, be transferred by the Authority to the City of Wanneroo for no monetary consideration.

The City of Wanneroo will, prior to transfer, provide the Authority with a written undertaking confirming the land will be used for the provision of civic, cultural and municipal facilities and that the City of Wanneroo will not commence development of the land for any other purpose without the Authority's written approval.

Joondalup Arena

The City of Wanneroo agrees to pay \$3 million to the Authority, being the City of Wanneroo's contribution to the cost of constructing the Arena. One instalment of \$1 million is payable in December and two further instalments of \$1 million will be paid by the City to the Authority on 17 January and 14 February 1994.

Joondalup Regional Library

The Authority agrees to pay \$3 million to the City of Wanneroo, being the Authority's contribution to the cost of constructing the Joondalup Regional Library. Monthly instalments of \$1 million will be paid by the Authority to the City, the first instalment being payable three months prior to the practical completion of the construction of the library.

Yours faithfully

SGD. G. CASH

GEORGE CASH JP MLC
MINISTER FOR LANDS

27 JAN 1994