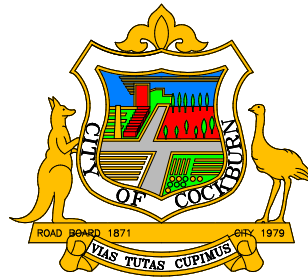


# **CITY OF COCKBURN**



## **SPECIAL COUNCIL**

## **AGENDA PAPER**

**FOR**

**TUESDAY, 13 APRIL 2004**

# CITY OF COCKBURN

## SUMMARY OF AGENDA TO BE PRESENTED TO THE SPECIAL COUNCIL MEETING TO BE HELD ON TUESDAY, 13 APRIL 2004 AT 5:00 PM

---

---

	<b>Page</b>
1. DECLARATION OF MEETING .....	1
2. APPOINTMENT OF PRESIDING MEMBER (IF REQUIRED) .....	1
3. DISCLAIMER (TO BE READ ALOUD BY PRESIDING MEMBER) .....	1
4. ACKNOWLEDGEMENT OF RECEIPT OF WRITTEN DECLARATIONS OF FINANCIAL INTERESTS (BY PRESIDING MEMBER) .....	1
5 APOLOGIES AND LEAVE OF ABSENCE.....	1
6. PUBLIC QUESTION TIME.....	1
7. DECLARATION BY COUNCILLORS WHO HAVE NOT GIVEN DUE CONSIDERATION TO MATTERS CONTAINED IN THE BUSINESS.....	1
8 PURPOSE OF MEETING .....	2
9. COUNCIL MATTERS.....	2
9.1 (SCM 13/04/2004) - OFFER BY W.A. CROATIAN ASSOCIATION (INC.) (WACA) TO PURCHASE LOT 21 PROGRESS DRIVE, BIBRA LAKE (1117890; 1117891) (DMG) (ATTACH).....	2
10. RESOLUTION OF COMPLIANCE (SECTION 3.18(3), LOCAL GOVERNMENT ACT 1995).....	4
11. CLOSURE OF MEETING .....	5

**CITY OF COCKBURN****AGENDA TO BE PRESENTED TO THE SPECIAL COUNCIL  
MEETING TO BE HELD ON  
TUESDAY, 13 APRIL 2004 AT 5:00 PM**

---

---

**1. DECLARATION OF MEETING****2. APPOINTMENT OF PRESIDING MEMBER (If required)****3. DISCLAIMER (To be read aloud by Presiding Member)**

Members of the public, who attend Council Meetings, should not act immediately on anything they hear at the Meetings, without first seeking clarification of Council's position. Persons are advised to wait for written advice from the Council prior to taking action on any matter that they may have before Council.

**4. ACKNOWLEDGEMENT OF RECEIPT OF WRITTEN DECLARATIONS OF FINANCIAL INTERESTS (by Presiding Member)****5 (SCM 13/04/2004) - APOLOGIES AND LEAVE OF ABSENCE**

Clr A. Edwards      Apologies

**6. PUBLIC QUESTION TIME****7. DECLARATION BY COUNCILLORS WHO HAVE NOT GIVEN DUE CONSIDERATION TO MATTERS CONTAINED IN THE BUSINESS**

**8 (SCM 13/04/2004) - PURPOSE OF MEETING**

The purpose of the meeting is for Council to consider the request by the W.A. Croatian Association (Inc.) for the City to purchase Lot 21 Progress Drive Bibra Lake from the Association, in accordance with the contract of sale between the Association and the City of Cockburn.

**9. COUNCIL MATTERS**

**9.1 (SCM 13/04/2004) - OFFER BY W.A. CROATIAN ASSOCIATION (INC.) (WACA) TO PURCHASE LOT 21 PROGRESS DRIVE, BIBRA LAKE (1117890; 1117891) (DMG) (ATTACH)**

**RECOMMENDATION**

That Council declines the offer of first refusal to re-purchase Lot 21 Progress Drive Bibra Lake, from the W.A. Croatian Association (Inc.), pursuant to Clause 3.6 of the Contract of Sale between the City of Cockburn and the Association, stamped 4 May 2000.

**COUNCIL DECISION**

**Background**

In May 1998, the Valuer General's Office was requested to provide a market valuation (unserviced) for Lot 21 Progress Drive and the property was valued on the basis of the information in the diagram attached marked A.

The land in question was sold to the WA Croatian Association (Inc) for the sum of \$220,000 in accordance with the provided valuation for an unserviced lot with development restrictions. The sale was governed by a Contract of Sale and clause 3.6 thereof (see attached marked B) stated that "*If the City wishes to exercise the right of first refusal the City must, within 14 days ... serve on the Association an executed Contract of Sale.*" Council has certain obligations in that the purchase price is to be determined by the Valuer General.

Before subdivision of the original Lot 14 Progress Drive could be effected, the conditions of subdivision approval had to be cleared so as to create the lots the subject of the subdivision. Lot 21 Progress Drive was created for the purpose of selling it to the WA Croatian Association for the development of clubrooms and Lot 22 was to be leased to the Association and the Association had to develop a soccer pitch on Lot 22 within a specific time. The Association failed to satisfy the terms of

the Lease for Lot 22 and therefore, Council issued a Notice of Default to the Association to rectify the default within 28 days. The default was not rectified within the specified time and therefore Council decided to cancel the Lease. The Association acknowledges that the anticipated potential of the development cannot be achieved and has decided to sell Lot 21 Progress Drive.

To clear the original conditions of subdivision relating to Lot 14 Progress Drive, Council supervised the provision of services to the Lot. The Water Corporation provided the sewer connection. The water connection to the property was funded by the Association (\$64,891) and the provision of electricity funded jointly by Council (\$6,881) and the Association (\$13,763).

### **Submission**

By letter received by Council on 31 March 2004, the WACA has informed Council that it proposes to sell Lot 21 Progress Drive Bibra Lake, and offers Council the first right of refusal to purchase the land pursuant to the original Contract of Sale.

### **Report**

Having regard for the information above, Council requested the Valuer General to provide a market valuation for Lot 21 Progress Drive as a serviced lot, bearing in mind the substantial area of the Lot which remains non-developable because of conservation values.

This information was received by Council on 7 April 2004, and is provided under separate cover as a confidential attachment.

In assessing the Valuation Report, it is not considered that Council will benefit in any substantial way through the re-purchase of the property, bearing in mind its limited usage potential.

Similarly, the sale of the property by WACA to any third party could only be on the basis of its limited development capacity, owing to its land use zoning and location.

Unless Council had a specific intention for the future use of Lot 21, it is recommended that Council declines the first right of refusal for its purchase, as provided for in the Contract of Sale between WACA and the City.

The remaining two lots within the location, being Lot 22 and Part Lot 14, will continue to be owned in freehold by the City and would not require any amendment to their current form, in the event Council wished to pursue development suited to the land in future.

This scenario would also apply in the event Council decided to purchase Lot 21, as the three separate lots could be considered for future development in either a "broad acre" form, or within the scope of their separate boundaries.

On balance, there would appear to be no commercial or other advantage in Council re-purchasing Lot 21 at this time.

### **Strategic Plan/Policy Implications**

Key Result Area "Managing Your City" refers.

### **Budget/Financial Implications**

Nil, unless Council determined to purchase the land, in which case, funds would need to be drawn from the Land Development Reserve Fund.

### **Legal Implications**

This matter is subject to a Contract of Sale between Council and WACA, stamped 4 May 2000. Clause 3.6 of the Contract specifically refers.

### **Community Consultation**

N/A

### **Implications of Section 3.18(3) Local Government Act, 1995**

Nil.

## **10. RESOLUTION OF COMPLIANCE (Section 3.18(3), Local Government Act 1995)**

### **RECOMMENDATION**

That Council is satisfied that resolutions carried at this Meeting and applicable to items concerning Council provided services and facilities, are:-

- (a) integrated and co-ordinated, so far as practicable, with any provided by the Commonwealth, the State or any public body;
- (b) not duplicated, to an extent Council considers inappropriate, services or facilities as provided by the Commonwealth, the State or any other body or person, whether public or private; and

(c) managed efficiently and effectively.

**COUNCIL DECISION**

**11. CLOSURE OF MEETING**