

CITY OF JOONDALUP

MINUTES OF SPECIAL ELECTORS MEETING HELD ON THURSDAY 6 MARCH 2003 IN COUNCIL CHAMBER, JOONDALUP CIVIC CENTRE, BOAS AVENUE, JOONDALUP

ATTENDANCES

Mayor

J BOMBAK, JP

Elected Members:

Cr P KIMBER	Lakeside Ward	
Cr D CARLOS	Marina Ward	
Cr C BAKER	Marina Ward	
Cr A NIXON	North Coastal Ward	<i>from 1913 hrs</i>
Cr J F HOLLYWOOD, JP	North Coastal Ward	
Cr A WALKER	Pinnaroo Ward	
Cr T BARNETT	South Ward	
Cr M O'BRIEN, JP	South Ward	
Cr J HURST	Whitfords Ward	
Cr C MACKINTOSH	Whitfords Ward	

Officers:

Chief Executive Officer:	D SMITH
Director, Planning & Community Development:	C HIGHAM
Director, Infrastructure & Operations:	D DJULBIC
Director, Corporate Services & Resource Management:	P SCHNEIDER
Manager, Audit & Executive Services:	K ROBINSON
Manager, Marketing, Communications & Council Support:	M SMITH
Manager Community Services:	G HALL
Manager Assets & Commissioning:	C SMITH
Publicity Officer:	L BRENNAN
Committee Clerk:	J AUSTIN
Minute Clerk:	L TAYLOR

In Attendance

Mr Dean Solly, Arena Joondalup
Mr Andrew Branston, ECU

APOLOGIES

Apologies: Crs Rowlands, Patterson and Kenworthy
Leave of Absence, previously approved: Cr Kadak

462 persons signed the attendance register to record their attendance. There were 3 members of the press in attendance. *For Attendance lists, click here: [attendance 060303.pdf](#)*

The Mayor opened the meeting at 1902 hrs, welcomed members of the public and advised of procedures to be followed in the event of an emergency.

PURPOSE OF MEETING

This meeting has been called in accordance with the provisions of Section 5.28 of the Local Government Act 1995 to discuss the following:

- “1 That this Meeting of Electors, calls upon the City of Joondalup’s Councillors, to abandon any attempts that would affect the Wanneroo Basketball Association Inc and the Joondalup Basketball Stadium, by way of granting, exchanging, selling or transferring to any public or private company or to any Australian or international corporate entity any rights or entitlements over Lot 701 on Plan 21038 being the whole of the land on certificate of title Volume 2071 Folio 851 on which the Joondalup Basketball Stadium stands together with, and including, its adjacent facilities;
- 2 That this Meeting of Electors, calls upon the Councillors of the City of Joondalup, to grant the second option under the Sub-Lease dated the 24th December 1982 and entered into between the then City of Wanneroo and the then Wanneroo District Basketball Association Inc to extend the lease until 2012;
- 3 That this Meeting of Electors, calls upon the Councillors of the City of Joondalup, to agree to the Wanneroo Basketball Association Inc remaining at the Joondalup Basketball Stadium in accordance with the wishes of the Municipal Founders of Joondalup and the then Joondalup Development Corporation;
- 4 That this Meeting of Electors, calls upon the Councillors of the City of Joondalup, to waive the alleged debt owed by the Wanneroo Basketball Association Inc to the City of Joondalup under a Deed of Variation entered into between the then City of Wanneroo and the Wanneroo Basketball Association Inc in 1987;
- 5 That this Meeting of Electors, calls upon the Councillors of the City of Joondalup to comply with its Junior Sports Development policy which provides that the City of Joondalup subsidise junior players in sport within the City of Joondalup by meeting that commitment to the Wanneroo Basketball Association Inc incorporating the City of Joondalup’s past, present and future contribution.

- 6 That this Meeting of Electors, calls upon the City of Joondalup’s Councillors and senior management of the City of Joondalup to:
- (i) properly maintain the buildings including, but not limited to, the grounds and reticulation; and
 - (ii) upgrade the existing building in close consultation with the Wanneroo Basketball Association Inc, to meet current building standards and health regulations at no cost to the Wanneroo Basketball Association Inc; and
 - (iii) expand the existing building to accommodate the Wanneroo Basketball Association Inc, current and future needs, at no cost to the Wanneroo Basketball Association Inc;
- 7 Any other business in order brought forward by the Electors present at the electors meeting.”

OFFICER’S COMMENT

The matters the Wanneroo Basketball Association has detailed for discussion at the special electors’ meeting are detailed in italics followed by a brief comment from the Administration.

1. *“That this Meeting of Electors, calls upon the City of Joondalup’s Councillors, to abandon any attempts that would affect the Wanneroo Basketball Association Inc. and The Joondalup Basketball Stadium, by way of granting, exchanging, selling or transferring to any public or private company or to any Australian or international corporate entity of any rights or entitlements over Lot 701 on Plan 21038 being the whole of the land on certificate of title Volume 2071 Folio 851 on which the Joondalup Basketball Stadium stands together with, and including, its adjacent facilities”.*

Administration Comment:

The land on which the Joondalup Basketball Association Stadium is constructed is owned by Landcorp, the Western Australian Land Authority and leased to the City until December 2007. The City is not the owner of the land and is therefore not in a position to meet this request.

2. *“That this Meeting of Electors, calls upon the Councillors of the City of Joondalup, to grant the second option under the Sub-Lease dated the 24th December 1982 and entered into between the then City of Wanneroo and the then Wanneroo District Basketball Association Inc. to extend the lease until 2012”.*

Administration Comment:

The City has already resolved and agreed with Landcorp not to extend the head lease with Landcorp beyond December 2007. The City therefore cannot extend the sub lease to the Association, beyond the period of its head lease with Landcorp. This resolution was made by Council in December 2001.

3. *“That this Meeting of Electors, calls upon the Councillors of the City of Joondalup, to agree to the Wanneroo Basketball Association Inc. remaining at the Joondalup Basketball Stadium in accordance with the wishes of the Municipal Founders of Joondalup and the then Joondalup Development Corporation.”*

Administration Comment:

Early planning for the City included a recreational precinct in proximity to the Wanneroo Basketball Stadium site. Planning for the Joondalup Central Business District changed significantly with the State Government decision to extend the rail facility to service northern suburbs. The recreational precinct was relocated to the north of the City where the Arena now stands. The Wanneroo Basketball Stadium site is now zoned “Centre” under the District Planning Scheme 2 and designated for use as “Commercial (excluding office)”.

4. *“That this Meeting of Electors, calls upon the “Councillors of the City of Joondalup, to waive the alleged debt owed by the Wanneroo Basketball Association Inc. to the City of Joondalup under a Deed of Variation entered into between the then City of Wanneroo and the Wanneroo Basketball Association inc. 1987”.*

Administration Comment:

The City on a number of occasions, in correspondence and at meetings with the Association and local politicians, has requested the Association to present a case for waiving the debt. The Association has not responded to this request.

5. *“That this Meeting on Electors, calls upon the Councillors of the City of Joondalup, to comply with its Junior Sports Development policy which provides that the City of Joondalup subsidises junior players in sport within the City of Joondalup by meeting that commitment to the Wanneroo Basketball Association Inc. incorporating the City of Joondalup’s past, present and future contribution”.*

Administration Comment:

The City’s Junior Sports Development policy regarding the subsidised use of Council facilities applies to the hire of community ovals, clubrooms and halls. In these circumstances exclusive use of the facilities is not guaranteed.

The Wanneroo Basketball Association has a lease with the City for the Basketball stadium and is therefore in the same position as all sporting clubs with lease arrangements, this being, that the lease fee is determined on the building and not on the basis of junior or senior membership. The Wanneroo Basketball Association’s lease arrangement provides the Wanneroo Basketball Association with a unique opportunity to generate revenue through charging users of the facility, including juniors. This is a unique opportunity not available to other sporting clubs or organisations.

The commercial capabilities that a lease provides, ensures that members of the Wanneroo Basketball Association are subject to a user pays system identical to the structure that operates at the Craigie Leisure Centre.

6. *“That this Meeting of Electors, calls upon the City of Joondalup’s Councillors and senior management of the City of Joondalup, to:*
- (i) properly maintain the buildings including, but not limited to, the grounds and reticulation; and*
 - (ii) upgrade the existing building in close consultation with the Wanneroo Basketball Association Inc. to meet current building standards and health regulations at no cost to the Wanneroo Basketball Association Inc.; and*
 - (iii) expand the existing building to accommodate the Wanneroo Basketball Association Inc. current and future needs, at no cost to the Wanneroo Basketball Association Inc.”.*

Administration Comment:

An examination of the various deeds and lease agreements between the parties clearly outlines that maintenance and upgrades of the Stadium is the responsibility of the Wanneroo Basketball Association. The following clauses have been extracted from the documentation for information.

(1) Clause 2(g) of the SubLease Dated 24/12/1982 that the Wanneroo Basketball Association Inc. states:

“to keep and maintain the demised premises and all buildings improvements and fixtures thereon, including fences, paths and paved areas now thereon or which may during the term of this Sub-Lease be placed thereon, in good and tenable repair and condition (including the making of all necessary structural repairs regardless of their extent) and clean and in good order to the satisfaction of the Head Lessor and the Sub-Lessor, fair wear and tear excepted.”

Administration Comment:

In accordance with the above clause of the sublease, building maintenance is the responsibility of Wanneroo Basketball Association.

(2) Clause C of the Development Deed between Joondalup Development Corporation and the Shire of Wanneroo, states:

“JDC has agreed with the Council to permit the Council to construct upon the Site the sports stadium hereinafter referred to (“the Stadium) and JDC has agreed to lease to the Council the Demised Premises hereinafter defined upon the terms and conditions of the lease in the Second Schedule hereto (“the Lease’”

Clause 2(s) of the SubLease Dated 24/12/1982 that the Wanneroo Basketball Association Inc. states:

“that all buildings and improvements to be constructed erected or made and all works to be carried out or executed on the demised premises by the Sub-Lessee (WBA Inc) shall be constructed erected made carried out and executed under the supervision and to the satisfaction of the Sub-Lessors (COJ) Engineer and in the event of any dispute the certificate of the said Engineer shall be final.”

Administration Comment:

Further upgrades to the Wanneroo Basketball Association Stadium will be subject to funding appropriation through normal sources. It is the responsibility of the WBA to ensure the building is maintained to comply with building and health regulations.

The City does not have an obligation to upgrade the buildings and has not been presented with any information or needs analysis that would suggest the current facilities do not meet current and future demands.

7. *“Any other business in order brought forward by the Electors present at the Electors meeting”.*

Administration Comment:

No comment.

This meeting was advertised in The Joondalup Community News on Thursday 13 February 2003 and Thursday 27 February 2003.

The Mayor outlined the voting entitlements at this Special Meeting of Electors, and the definition of ‘elector’ as given within the Local Government Act 1995.

Manager, Audit and Executive Services gave an overview of the background in relation to this issue and advised the current position from the City’s perspective.

PUBLIC QUESTION TIME/MOTIONS

The following questions were submitted by Mr S Grech, 3 Gemini Rise, Ocean Reef prior to the meeting:

Q1 My question is addressed to the CEO. I refer to the petition calling for a special meeting of electors to discuss the future of Joondalup basketball stadium. I ask as follows:-

Q1.1 Who owns the land in question? The State Government or the City of Joondalup?

A1.1 LandCorp

Q1.2 Will the State Government, being the owners of the land, agree to give the land to this important local sporting organisation?

A1.2 The question should be directed to LandCorp as owner of the property.

Q1.3 If not, what pressure can the City bring to bear upon the State Government to give the stadium to this important local club?

A1.3 At its meeting on 18 February 2003 the City re-affirmed its previous decision to approach the State Government (LandCorp) and ask that the State Government gift the land to the Wanneroo Basketball Association (WBA).

Q2 My second question is to the Mayor and also relates to the Joondalup Basketball Stadium. I ask as follows:-

Q2.1 Who was the Mayor of the former City of Wanneroo when the former City of Wanneroo entered into a head lease with Landcorp and then a sublease to the Wanneroo basketball club for the lease of what is now known as the Joondalup Basketball Stadium?

A2.1 Cr Keith Pearce was Shire President at that time.

Q2.2 Do you agree that the terms of the sublease signed by the Former Mayor of the former City of Wanneroo and the basketball club were unfair?

A2.2 No. The terms of the lease would have reflected the wants and agreed position of the WBA Office Bearers of the day and the Council of the day in supporting the WBA.

Q2.3 What steps, if any, has the Former Mayor taken to explain to justify signing such an unfair lease with the Wanneroo Basketball club?

A2.3 The lease is not considered unfair on the WBA.

Mr W Primrose, General Manager of Wanneroo Basketball Association:

Mr Primrose advised that the Wanneroo Basketball Association (WBA) was required to call this Special Meeting of Electors due to the lack of commitment by the Council in ensuring the security of tenure for a suitable venue for the association to carry out its function of delivering the sport of basketball to the community.

Mr Primrose thanked both members of the community and children for support in voicing their concerns in relation to the future of the club.

Cr Nixon entered the Chamber, the time being 1913 hrs.

Mr Reece O’Sullivan, 5 Manor Place, Woodvale:

Q1 Has the City entered into an agreement with Landcorp known as the Normalisation Agreement (for the purposes of this meeting, I will refer to that document as “the agreement”)?

A1 The City has executed the formal Normalisation Agreement and the document has been duly signed both by the City and Landcorp management.

▪ *Mr O’Sullivan offered a copy of the agreement to the meeting.*

Q2 Is the City engaged in any discussions or negotiations with any party which has as a part of those discussions or negotiations the land which the Wanneroo Basketball Association currently occupies (and for the purpose of this meeting once again, I refer to that land the association occupies as “the land”)?

A2 No.

Q3 This would also include any negotiations that incorporate the land being swapped?

A3 As far as is known, there is no current negotiations with any party. If the reference is to the Normalisation Agreement, that document has been signed.

Q4 Given that the City has not engaged in any discussions or negotiations over the land, is it the intention that the City will enter into any discussions or negotiations with a party and include the land as part of those discussions or negotiations; this includes any agency or corporation which has approached the City?

A4 The Normalisation Agreement has been executed by both the City and the Government. There will be no further negotiations on any matters pertaining to the Normalisation Agreement as it relates to that land on which the Association's premises are erected.

Q5 During the negotiations with Landcorp, did the Association request the City to be a part of those negotiations to that extent which affected the Association under the then proposed agreement? Did the City grant the Association's request to be a part of those negotiations?

A5 There has been a number of negotiations over many years concerning the Normalisation Agreement. It is understood the WBA has made some representations, both to the City and Landcorp concerning several matters.

Q6 Is it a term of the agreement that the Association vacates the premises it currently occupies by December 2007?

A6 The current situation is that the WBA is due to vacate the premises in December 2007.

Q7 Is it also a term of the agreement that the City will have to repay Landcorp funds advanced under the agreement in the event that the Association has not vacated by December 2007? Also, is that amount approximately \$530,000?

A7 This question will be taken on notice.

MOVED Reece O'Sullivan, 5 Manor Place, Woodvale, **SECONDED** Joan Bowey, 149 Edgewater Drive, Edgewater that this meeting of electors calls upon the City of Joondalup's Councillors to abandon any attempts that would affect the Wanneroo Basketball Association Inc and the Joondalup Basketball Stadium, by way of granting, exchanging, selling or transferring to any public or private company or to any Australian or international corporate entity any rights or entitlements over Lot 701 on Plan 21038, being the whole of the land on Certificate of Title Volume 2071 Folio 851 on which the Joondalup Basketball Stadium stands together with, and including, its adjacent facilities.

Mayor Bombak advised that whilst the motion could be moved and debated, no action was able to be taken by the City, as it did not own the land.

Mr O'Sullivan spoke in support of the Motion.

The Motion was Put and

CARRIED

Mr Brian Cooper, 1 Claybush Court, Woodvale:

- *For clarification, Mr Cooper handed a copy of a document to the meeting.*

Q1 Can you please confirm that this document is a copy of a sub-lease entered into between the then Shire of Wanneroo and the WBA over the land which the WBA currently occupies? For the purposes of this meeting, I shall refer to that document as “the lease”?

A1 This document is the sub-lease.

Q2 Can you also confirm that the terms of the sub-lease are, inter-alia, for 19 years and 364 days; plus two five year options, which would take the lease finalisation date to December 2012 in the event of both options being granted?

A2 That is correct.

Q3 Is it true that the City has granted the Association the first option, which will take the lease finalisation date to December 2007, but refused to grant the second option which would have taken the finalisation date to 2012; notwithstanding that the Association has requested that the second option be granted?

A3 That is correct.

Q4 Will the City grant the second option of the lease?

A4 The City resolved not to grant the second option in December 2001. That decision was communicated to Landcorp and that decision is final. The decision cannot be rescinded because the decision has been actioned by the Council.

Q5 Why will the City not grant the second option of the lease?

A5 The City has already dealt with the matter and the City has resolved not to support it, with Landcorp being advised accordingly. The matter cannot be revisited by the City; it has already actioned that matter.

MOVED Brian Cooper, 1 Claybush Court, Woodvale, SECONDED Ross Pengilly, 25 Foston Drive, Duncraig that this Meeting of Electors calls upon the Councillors of the City of Joondalup to grant the second option under the sub-lease dated the 24 December 1982 and entered into between the then City of Wanneroo and the then Wanneroo District Basketball Association Inc to extend the lease until 2012.

Mr Cooper spoke in support of the Motion.

The Motion was Put and

CARRIED

Ms Kerry Fasolo, 5 Laser Place, Ocean Reef/Coach and Manager of various teams:

Q1 Are you familiar with the negotiations that took place back in the early 1980's concerning the establishment of the WBA and the Stadium within the then Shire of Wanneroo?

A1 No.

Q2 The then Joondalup Development Corporation (JDC), Councillors of the then Shire of Wanneroo and members of the Association agreed to have the JDC provide the land which the stadium is currently on in perpetuity. Are you, or any of your Councillors, cognisant of this?

A2 *Response by Mayor Bombak:* The information that I received from a former Mayor today that that is not the case.

Response by Cr O'Brien: I was a Councillor on the Shire of Wanneroo; that certainly is the case as the lady has said and I have repeated that consistently to Councillors and the administration in recent times.

Q3 Given that the municipal founders of Joondalup and the then JDC had every intention for the stadium, and the club to remain at the premises in perpetuity, why has the Council moved the goal posts?

A3 *Response by Mayor Bombak:* That is not the information I have received.

The only documentation the City can rely on is the lease documentation which anticipates the lease commencing in 1982, running for 19 years and 364 days in the first instance. Then contemplates two further options of five years, of which the Council decided to exercise the first option which takes it to December 2007.

- Following a query from Mayor Bombak, the Manager Audit and Executive Services advised that there is no mention of “in perpetuity” in the lease document.

Q4 Given also that the club has a lease with the City, why is the City not honouring what its municipal founders enshrined into the lease?

A4 The City is honouring its obligations under the lease.

Q5 Could you please explain why then it will not grant the second option?

A5 As indicated, in December 2001 the Council formally considered if it was prepared to extend the lease. The Council voted not to extend the lease. The exact voting was not recorded at that time, however, that is the decision that the Council made and it would have deliberated before that meeting, and that is the final decision of the Council.

MOVED Kerry Fasolo, 5 Laser Place, Ocean Reef, SECONDED Cr John Hollywood that this Meeting of Electors calls upon the Councillors of the City of Joondalup to agree to the Wanneroo Basketball Association Inc remaining at the Joondalup Basketball Stadium in accordance with the wishes of the municipal founders of Joondalup and the then Joondalup Development Corporation.

Mrs Fasolo spoke in support of the Motion.

The Motion was Put and

CARRIED

Mr Ron Smith, 62 Barker Drive, Duncraig:

Q1 Can the Mayor advise the meeting how much the WBA has paid to the then City of Wanneroo and now the City of Joondalup in repaying the loan that was paid to the R & I Bank in 1987?

A1 This question will be taken on notice.

Q2 Can the Mayor produce any documents signed by the Association undertaking to make the repayments to the then City of Wanneroo?

A2 This question will be taken on notice.

Q3 Can the Mayor advise the meeting of the basis on which those repayments were to be made?

A3 This question will be taken on notice.

Q4 Can the Mayor advise if the initial loan was repaid in full to the R & I Bank by the then City of Wanneroo?

A4 This question will be taken on notice.

Q5 Can the Mayor advise if there is any interest component in the repayments that the City is seeking from the Association and if so, what was the interest rate so charged?

A5 It is a principal and interest loan. The question of the interest rate will be taken on notice.

Q6 Can the Mayor please advise the total amount the City expects the Association to pay to the City in repayment of the alleged debt from 1987 to the completion of the repayments?

A6 This question will be taken on notice.

Q7 It has been stated that the amount to be repaid will exceed \$650,000 for the alleged debt to the City of Joondalup, and formerly City of Wanneroo. This is in addition to the amounts paid to the R & I Bank in the initial period from 1982 – 1987. Given that this is the case, and the fact that the original loan was only \$275,000, what is the basis for this additional payment to the City?

A7 This question will be taken on notice, as the only figure available is the outstanding debt of \$210,174.

MOVED Ron Smith, 62 Barker Drive, Duncraig, SECONDED David Mayger, 43 Duffy Terrace, Woodvale that this Meeting of Electors calls upon the Councillors of the City of Joondalup to waive the alleged debt owed by the Wanneroo Basketball Association Inc to the City of Joondalup under a Deed of Variation entered into between the then City of Wanneroo and the Wanneroo Basketball Association Inc in 1987.

Mr Smith spoke in support of the Motion.

The Motion was Put and

CARRIED

The Chief Executive Officer said that the Association has on a number of occasions been requested to provide audited financial accounts for 1999-2000, 2000-2001 and 2001-2002 as this information is essential to enable staff to address any issue of waiving any debt. Mr Primrose advised that, whilst audited accounts had previously been provided, he would submit further copies. In response to this comment, the Manager Audit and Executive Services advised that the statements which had been provided were not audited, but were profit and loss statement and balance sheets for the years 1999 and 2000. As recently as 31 January 2003 the City had again requested the WBA to provide audited financial statements.

Mr Richard Kvesich, 8 Aysgarth Court, Hocking:

Mr Kvesich stated that the City's documentation states that sports development within the City of Joondalup plays a vital role in building a sense of community, promoting the health and wellbeing of the City of Joondalup community. The WBA agrees with this view and by its example has been doing this without assistance for the last 20 years, and now needs the assistance of the City.

Mr Kvesich outlined the objectives of the City's Sports Development Policy and stated that the WBA is seeking financial assistance to ensure it continues to grow and improve, which it cannot achieve without help to enhance its facilities.

Mr Kvesich stated that the Association has for 20 years encouraged junior talent development and encouraged players to aspire towards the highest level of competition in their chosen sport. He believed that the City has an obligation to assist the WBA with human and financial resources to plan for its future and challenged the City to commit to the principles that it upholds.

Mr Kvesich believed the City of Joondalup and the WBA should be working together in partnership rather than against each other. He said the WBA is a not-for-profit sporting group resourced by volunteers, parents and community members supporting over 2000 children per year in the community and asked elected members for their support of the Association.

MOVED Richard Kvesich, 8 Aysgarth Court, Hocking SECONDED Eric Watterson, 4 Fenwick Mews, Kinross that this Meeting of Electors, CALLS upon the Councillors of the City of Joondalup to comply with its Junior Sports Development policy which provides that the City of Joondalup subsidise junior players in sport within the City of Joondalup by meeting that commitment to the Wanneroo Basketball Association Inc incorporating the City of Joondalup's past, present and future contribution.

Mr E Watterson spoke in support of the motion.

The Manager Community Development Services said that the City supports junior sport and sport across the whole City and advised that at the present time the City has around \$900,000 which is provided in subsidised use to all juniors and seniors using the facilities within the City. He stated that the Development Fund of \$22,000 per annum goes to sporting clubs within the City at a maximum of \$2,500 at any one time, on application. In the last two years no application has been received from Wanneroo Wolves or any of the Basketball Association associated clubs.

The Manager Community Development Services said the City also has a Sports Development Fund of \$60,000 established in 2002, which funds the development of elite or district/State level teams. The recent round of expressions of interest closed in January and no expression of interest was received from Wanneroo Wolves. The City has also received CSRFF applications over the last few years. He advised this is a capital development fund and again no application has been received from Wanneroo Wolves, and the Association has not been part of a discussion process with the City to assisting itself with a capital project.

Mr Primrose commented that the City had completed a CSRFF application on behalf of the WBA, and the WBA had undertaken steps to be a participant in the preparation of an application but this was refused. Mr Primrose further commented that all correspondence from WBA was to be directed through the City's Manager Audit and Executive Services. Mr Primrose then spoke of advice he had received in relation to the establishment and implementation of the Sports Development Fund.

In response, the Manager Community Development Services stated that the City's Officers had written to all clubs that had been identified as being of a regional or State-type body. Mr Primrose had advised he did not have sufficient time to compile an application on behalf of the WBA.

The Chief Executive Officer then advised that the Manager Audit and Executive Services had been nominated as the WBA's point of contact. The City viewed the Wanneroo Wolves' matters to be of significance and it was considered that a senior member of management should be the dedicated officer appointed to the exercise.

Mr Richard Kvesich spoke to the Motion.

The Motion was Put and

CARRIED

Mr Des Matthews, 20 Delambre Place, Sorrento:

Q1 Is the WBA stadium listed as a building being owned by the City of Joondalup and listed on its Assets Register?

A1 Yes.

Q2 Is the stadium covered by the City of Joondalup's blanket Building Insurance Policy?

A2 Yes.

Q3 Why has the City allowed the Association to incur an unnecessary insurance cost covering the building of between \$4,000 - \$5,000 per annum for the last 15 years?

A3 That issue has recently come to the City's attention. It has been arranged for the Association to be nominated in the City's policy so that this does not occur in the future.

Q4 Why did the City advise the Association of this position in respect to its Assets Register and insurance on 31 January 2003 and not earlier?

A4 This question will be taken on notice.

Q5 Given that the stadium is included in the City's Assets Register, please advise what maintenance expenditure the City has contributed over the period since 1987? Why doesn't the City apply the same policy towards the maintenance of the WBA as it does with other sporting facility assets within the City?

A5 It is a condition of the lease that WBA maintain the facilities.

Q6 Please explain why the City is considering spending on the Beaumaris Sports Oval complex between \$50,000 and \$150,000 on the maintenance of the oval's grassed surface and also that the Craigie Leisure Centre has a budget to upgrade the facility of approximately \$4 million while the WBA has received no assistance whatsoever? Please also advise what entities, excluding the City's managed facilities and others within the City, have leases with the City for the use of their respective facilities?

A6 This question will be taken on notice.

Q7 Why did the City request that the Association bring into its balance sheet an alleged debt of \$246,106 as at 30 June 2001 when prior to that the Association was charged a lease amount for the building?

A7 This question will be taken on notice.

MOVED Des Matthews, 20 Delambre Place, Sorrento SECONDED Murray Bell 198 Lakeside Drive, Joondalup that this Meeting of Electors, CALLS upon the City of Joondalup’s Councillors and senior management of the City of Joondalup to:

- 1 properly maintain the buildings including, but not limited to, the grounds and reticulation;**
- 2 upgrade the existing building in close consultation with the Wanneroo Basketball Association Inc, to meet current building standards and health regulations at no cost to the Wanneroo Basketball Association Inc;**
- 3 expand the existing building to accommodate the Wanneroo Basketball Association Inc, current and future needs, at no cost to the Wanneroo Basketball Association Inc.**

Mr Des Matthews spoke in support of the Motion.

The Motion was Put and

CARRIED

MOVED Des Matthews, 20 Delambre Place, Sorrento that We, the Electors of the City of Joondalup (the City) move for a vote of no confidence in the Mayor of the City because he no longer possesses the confidence of the electors of the City. The loss of confidence arises from the Mayor:

- 1 failing to support the granting to the Wanneroo Basketball Association Inc (the Association) its second option under the Lease;
- 2 failing to provide the Association with alternative facilities within the City;
- 3 failing to ensure that funds are allocated in the City’s forward estimates under its Capital Works Programme to facilitate the relocation of the Association’s operations;
- 4 having no concern for the current and future players, parents and members of the Association, which is a voluntary sporting organisation providing for the needs of the members of the community;
- 5 being unwilling to engage in meaningful discussions with the Association with a view to securing a plan to relocate the Association;
- 6 failing to intervene in dealings between the City and LandCorp which unfairly prejudiced the future existence of the Association;
- 7 failing to undertake proper administrative procedures and allow natural justice to prevail at Council meetings to enable Councillors to convey their constituents’ views;
- 8 failing to compensate the Association in accordance with this and the City’s senior staff’s undertaking to do so for the City’s breach of quiet enjoyment of the land for each of the three occasions on which it occurred and the loss of the premises arising from the City’s refusal to grant the second option;

- 9 failing to ensure that the City complied with its obligations under the Freedom of Information Act 1992 in relation to the Association's application for access to documents and information;
- 10 failing to acknowledge, address or represent the views and needs of the members of the Association.

Mayor Bombak stated that the decisions referred to were decisions of the Council and as Mayor he does not have any executive powers to deal with any of the motions. Accordingly, Mayor Bombak ruled that he could not accept this motion.

CLOSE OF BUSINESS

The Mayor invited persons present to raise any further business. There being no further business, the Mayor declared the meeting closed at 2018 hrs.