

CONFIDENTIAL ITEMS 2003 – MAY 2025

#	Date	Item Title	Confidential Order Details	Item being kept confidential - Agenda/ Attachment/ Minutes	Reason regarding retention or recommend-action to release	Resolution Regarding Action	Last Review Date	Next Review Date	Date Released
266	3 February 2025	Unsolicited Proposal – Land Transaction	1. <u>Pursuant to Section 90(3)(d)</u> Pursuant to Section 90(2) of the Local Government Act 1999 the Council orders that all members of the public except the Chief Executive Officer; Executive Manager; General Manager Infrastructure, General Manager Planning and Regulatory Services, General Manager Corporate Services; and Minute Secretary be excluded from attendance at the meeting for Agenda Item 18.2 Confidential Item: Unsolicited Proposal – Land Transaction. The Council is satisfied that pursuant to Section 90(3)(d) of the Act, the information to be received, discussed or considered in relation to this Agenda item is commercial information of a confidential nature (not being a trade secret) the disclosure of which could reasonably be expected to : • prejudice the commercial position of the person who supplied the information or • to confer a commercial advantage on a third party. In addition, the disclosure of this information would, on balance, be contrary to the public interest. The public interest in public access to the meeting has been balanced against the public interest in the continued non-disclosure of the information. The benefit to the public at large resulting from withholding the information outweighs the benefit to it of disclosure of the information. The Council is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because the disclosure of this information may result in a competitor receiving the information to the detriment of the applicant. <u>Section 91(7) Order</u> 4. <u>Pursuant to Section 91(7)</u> That having considered Agenda Item 18.2 Confidential Item: Unsolicited Proposal – Land Transaction in confidence under 90(2) and 3(d) of the Local Government Act 1999, the Council pursuant to Section 91(7) of the Act orders that the	Council report, attachment and all minutes	The Council is satisfied that pursuant to Section 90(3)(d) of the Act, the information to be received, discussed or considered in relation to this Agenda item is commercial information of a confidential nature (not being a trade secret) the disclosure of which could reasonably be expected to : • prejudice the commercial position of the person who supplied the information or • to confer a commercial advantage on a third party. In addition, the disclosure of this information would, on balance, be contrary to the public interest. The public interest in public access to the meeting has been balanced against the public interest in the continued non-disclosure of the information. The benefit to the public at large resulting from withholding the	Council report, attachment and all minutes be retained in confidence until such time as a commercial contract for sale and purchase is entered into and settlement of the sale of the land has occurred or such lesser period as may be determined by the Chief Executive Officer and that this order be reviewed every 12 months.		Within 12 months	<i>Report, Attachment and Minutes released on website 28 May 2025</i>

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18.2 **REPORT TITLE:** **CONFIDENTIAL ITEM: UNSOLICITED PROPOSAL
– LAND TRANSACTION**

DATE OF MEETING: **3 FEBRUARY 2025**

FILE NUMBER: **DOC/25/11400**

ATTACHMENTS: **1: DOC/25/11595 – UNSOLICITED PROPOSAL –
108 MOUNT BARKER ROAD, HAHNDORF**

Key Contact Natalie Armstrong, General Manager Planning &
Regulatory Services

Executive Andrew Stuart, Chief Executive Officer

Community Plan 2044:

The following objective/s from the Community Plan 2044 are relevant to this report:

Objective 15. Transport and Access: develop a safe, integrated and efficient transport network that takes into account the current and future needs of the region including isolated rural communities

Objective 20. Growth and Productivity: increase the scale and efficiency of local circular economic productivity, capturing new and expanding investment that creates a dynamic, resilient, sustainable and diverse local economy.

Objective 28. Collaboration and Partnerships: foster collaboration and build strategic partnerships between Council and external stakeholders including businesses, non-profit organisations, and , community groups, to address shared challenges and achieve common goals for the betterment of the community.

Annual Business Plan:

The Annual Business Plan 2024/25 does not include any specific revenue or expenditure budget allocation in regards to this initiative. The proposed initiative could achieve a positive net revenue outcome for Council whilst also delivering on the delivery of a car parking solution for Hahndorf.

Any budget adjustments required will be undertaken through a future budget review.

Purpose:

To seek endorsement for the Unsolicited Proposal for the acquisition and development of the land at 108 Mount Barker Road Hahndorf, to proceed to Stage 2 of the Council's Unsolicited Proposal Policy and Procedure (UPP&P).

Summary – Key Issues:

1. Hahndorf Main Street is a popular tourist destination of State relevance, and as is typical of regional towns, most people visit by car. This leads to some car parking competition in key locations in the Main Street.
2. Council staff are proactive in exploring both short and long term opportunities and will seek to promote various interventions to assist to alleviate known car parking supply and demand issues within Hahndorf.
3. Following the consideration of a number of options previously presented to Council in December 2023, Council resolved in 2024 to purchase a strategically located parcel of land at 108 Mount Barker Road, Hahndorf for the purpose of car parking. The land purchase was a time specific opportunity and Council have been considering the redevelopment priorities for the land since this purchase. There is no current timing for the funding and delivery of a car park outcome for this site.
4. More recently, Council have been presented with an opportunity which would assist to fast track and deliver a desirable parking outcome to the benefit of the township on this Council owned land at 108 Mount Barker Road, Hahndorf.
5. The proposal received from the Wolf Blass Foundation has been further considered and deemed appropriate to assess through the Council's UPP&P.
6. A formal Application under the Council's UPP&P has now been received from the Wolf Blass Foundation.
7. The Application has been assessed against the criteria in the Council's UPP&P and is considered acceptable to proceed to Stage 2 of the UPP&P.

Recommendation:**That Council:****Pursuant to Section 90(3)(d)**

1. Pursuant to Section 90(2) of the Local Government Act 1999 the Council orders that all members of the public except the Chief Executive Officer; Executive Manager; General Manager Infrastructure, General Manager Planning and Regulatory Services, General Manager Corporate Services; and Minute Secretary be excluded from attendance at the meeting for Agenda Item 18.2 Confidential Item: Unsolicited Proposal – Land Transaction.

The Council is satisfied that pursuant to Section 90(3)(d) of the Act, the information to be received, discussed or considered in relation to this Agenda item is commercial information of a confidential nature (not being a trade secret) the disclosure of which could reasonably be expected to :

- prejudice the commercial position of the person who supplied the information or
- to confer a commercial advantage on a third party.

In addition, the disclosure of this information would, on balance, be contrary to the public interest. The public interest in public access to the meeting has been balanced against the public interest in the continued non-disclosure of the information. The benefit to the public at large resulting from withholding the information outweighs the benefit to it of disclosure of the information. The Council is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because the disclosure of this information may result in a competitor receiving the information to the detriment of the Wolf Blass Foundation.

2. Approves the Application for an Unsolicited Proposal received from the Wolf Blass Foundation for the acquisition and development of the Council owned land at 108 Mount Barker Road Hahndorf to progress to Stage 2 of the process set out in the Council's Unsolicited Proposal Policy and Procedure.
3. Enters into an exclusivity period with the Wolf Blass Foundation for a period of 6 months from the date of this resolution to undertake a detailed assessment of the proposal in accordance with the Council's Unsolicited Proposal Policy & Procedure.

Section 91(7) Order

Pursuant to Section 91(7)

- 4. That having considered Agenda Item 18.2 Confidential Item: Unsolicited Proposal – Land Transaction in confidence under 90(2) and 3(d) of the Local Government Act 1999, the Council pursuant to Section 91(7) of the Act orders that the Council report, attachment and all minutes be retained in confidence until such time as a commercial contract for sale and purchase is entered into and settlement of the sale of the land has occurred or such lesser period as may be determined by the Chief Executive Officer and that this order be reviewed every 12 months.**
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Background:

1. In March 2018 Council endorsed the Hahndorf Township Plan. This plan was developed in consultation and engagement with key stakeholders including the Hahndorf Community Association (HCA) and Hahndorf Business and Tourism Association (HBTA).
2. Throughout the Township Plan there are several principles and actions that relate to improving car parking supply in Hahndorf. Notably Action 8 which is listed with a short-term with a of the Township Plan states ‘As a priority, begin investigations to develop strategies to alleviate car parking supply and demand issues in the Main Street. Investigations may include:
 - (a) Opportunities to create public/private partnerships to deliver new car parking areas.
 - (b) Opportunities to develop a shared car parking policy.
 - (c) Review of car parking zones and time limits.
 - (d) Opportunities to increase the number of disabled car parking spaces.
3. Council has more recently received reports in May/October/December of 2023 as well as in March 2024 which provided Council with the long standing considerations, options and strategies undertaken by Council to manage car parking issues in Hahndorf.
4. Following detailed consideration of a number of these options in mid-2024 Council acted upon a favourable opportunity to purchase the strategically well located 108 Mount Barker Road, Hahndorf for the primary purpose of providing further car parking area to support the township.
5. Since the purchase of 108 Mount Barker Road, Hahndorf staff have considered a number of priorities for this land and undertaken required property maintenance to manage access and safety considerations.

6. On 25 November 2024, the Council received a written proposal from the Wolf Blass Foundation to acquire and develop the land at 108 Mount Barker Road Hahndorf for the purposes of a public car park.
7. On 2 December 2024, the received proposal was presented to Council for consideration. Some feedback provided prior to and at that meeting concentrated on whether this proposal should be assessed under the UPP&P and also sought more detailed information about the proposal.
8. A review of the circumstances has resulted in it being considered appropriate to run the proposal through the UPP&P.
9. An Application under the UPP&P was received by Council on 18 January 2025 (Attachment 1) with approval of the Chief Executive Officer granted to accept the Application as an Unsolicited Proposal (UP).

Discussion:

10. An UP has been presented to Council for consideration by Wolf Blass and the Wolf Blass Foundation and this relates to 108 Mount Barker Road, Hahndorf. The UP has the potential to assist and fast track the redevelopment of this land for car parking.
11. As a land owner within the main street precinct of Hahndorf, Wolf Blass has a unique understanding of the parking issues and opportunities within Hahndorf.
12. In relation to 108 Mount Barker Road, Hahndorf the UP proposes that Council would undertake the following 'Stage 1' works:
 - Council demolish/clear the existing site and remove all but two trees that are considered worthy of retention by Councils Arborists.
 - Council remove all existing structures (dwelling, outbuildings) from the site.
 - Council ensure suitable two-way access can be achieved across the existing creek.
 - Development approvals for all the above works.
 - Completion of all work within twelve months from the date of a conditional agreement between the parties.

Should the above be completed the following is proposed to be undertaken by the Wolf Blass Foundation as 'Stage 2' (within 6 months following the settlement, with final full delivery occurring within 18 months of settlement):

- Wolf Blass purchases the land from Council for the purchase price of \$2.3m (excl. GST)

- Wolf Blass redevelops the site for a sealed car park including all relevant approvals.
 - The carpark will remain the property and be controlled by The Wolf Blass Foundation.
 - The Wolf Blass Foundation retains all rights over the naming of the car park.
 - The Wolf Blass Foundation may elect to charge for parking in peak periods to offset maintenance and insurance costs.
 - The Wolf Blass Foundation retains the right to operate a commercial operation from the car parking site, such as a tourist train.
 - The Wolf Blass Foundation retains rights over advertising on the site.
 - The car park will be available for public use.
 - The agreement may be between the Council and a separate for-purpose foundation established by Wolf Blass.
 - The Council will have a first right of refusal to purchase the land should it be proposed to cease use as a public car park or the Wolf Blass Foundation wishes to divest the site.
 - A minimum timeframe for the use as a public car park will be set at 10 – 15 years unless there is a significant change in the need for car parking for Hahndorf.
 - Anticipated minimum number of car parks to be delivered is 110 – 130 bays.
13. The Stage 1 works to be undertaken by Council effectively assists to create design and construction efficiencies and will de-risk the Stage 2 works to be undertaken by Wolf Blass. The timely delivery of the Stage 1 works would be a condition of any partnership agreement noting that no formal costing exercise has been undertaken and this is difficult to quantify at this early stage.
14. The benefits to Wolf Blass foreseeably is the support for his existing and significant assets within the main street in addition to ensuring an ongoing legacy and association within Hahndorf.
15. The benefits for Council is that there is a significant parking outcome for Hahndorf which will be delivered by a private partner, without Council requiring to fund the full scope of works to achieve a Public Car Park and be responsible for ongoing maintenance costs. The proposal will also bring forward the likely delivery of additional parking for Hahndorf.
16. The subject site is 4,150 square metres in size maintaining a street frontage of approximately 16 metres and an overall depth of 150 metres. The land currently contains an existing dwelling (non-heritage listed State or Local), existing vegetation including several regulated trees and is bisected by an existing creek.

17. Preliminary design investigations undertaken by Council engineers have indicated that a potential car parking yield of approximately 100 car parks is possible on the property, subject to achieving a balance of car park numbers and public amenity, noting the UP is expecting to accommodate 100 – 130 car parks.
18. In considering the UP, Council's administration have taken into account the *Disposal of Council Land and Other Assets Policy*.
19. Although sold by private treaty, the assessment of the UP is appropriate given the unique community benefit and specialised use proposed.
20. This report seeks authorisation for the CEO or his delegate to assess the UP under Stage 2 of the UPP&P. The process will require staff time and internal resourcing to investigate thoroughly, assess and prepare a report for further consideration by Council.

Community Engagement:

Informing only	Confidential Report
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Policy:

Unsolicited Proposal Policy
Unsolicited Proposal Procedure
Disposal of Land and Other Assets Policy
Commercial Policy
Procurement Policy

Long Term Financial Plan:

The adopted Long Term Financial Plan does not specifically reference any of the initiatives discussed or to be investigated within this report.

Budget:

The Annual Business Plan and Budget does not include any specific revenue or expenditure budget allocation in regards to this initiative. The proposed initiative will achieve a positive net revenue outcome for Council whilst also delivering on the delivery of a car parking solution for Hahndorf at no additional cost to Council. Any budget adjustments required will be undertaken through a future budget review.

Council purchased the land for \$2.3m Ex GST in April 2024.

Statutory/Legal:

Council staff sought a review of the UP from an external expert advisor as required under the UPP&P, being Norman Waterhouse Lawyers, to provide advice as to whether the UP meets the criteria of the UPP&P to be recommended to proceed

to stage 2 of the UPP&P. In the opinion of the external expert advisor, the UP is appropriate to be recommended to proceed to stage 2 of the UPP&P process.

Staff Resource Requirements:

There will be a need for internal staff to prioritise Councils obligations in a timely manner. A Project Manager will need to be assigned internally to manage these works while Councils Property team will be required to structure any legal property requirements.

Environmental:

Should it proceed the proposal will involve the removal of several trees on the land. While mature these trees have been assessed by Council's Arborist as being not worthy of constraint. Replacement trees will form part of any redevelopment of the site.

Social:

The options and opportunities considered have the ability to provide for an improved Council assets to the social and economic benefit of the community.

Risk Assessment:

The risk in not meeting community expectations that have been strategically aligned through the Hahndorf Township Plan and the known parking supply and demand concerns of community need to be managed.

As a longstanding issue within Hahndorf the current community sentiment is one of frustration and a partnership commitment from Council would assist to demonstrate community alignment and township support.

Asset Management:

There is the potential for this UP to increase publicly available car parking within Hahndorf without the Council having responsibility for development, ownership and maintenance of the car park (with the exception of the requested Stage 1 works).

Conclusion:

An opportunity has been presented to Council for consideration which could result in the delivery of a key car parking asset for Hahndorf. Staff seek support to continue to assess the UP in Stage 2 of the UPP&P and will report back to Council once that assessment is finalised.

Previous Decisions By/Information Reports to Council

Meeting Date	2 December 2024	CM Reference	DOC/24/177870
Title	Confidential Item: Strategic Land Transaction		
Purpose	Consider proposal received from Wolf Blass Foundation		

Meeting Date	3 December 2023	CM Reference	DOC/23/160378
Title	Confidential Hahndorf car parking options and opportunities		
Purpose	To provide an update on car parking improvements being planned for Hahndorf ahead of the peak visitation period across December 2023 to January 2024.		

Meeting Date	3 October 2023	CM Reference	DOC/23/127167
Title	Hahndorf Parking Management Update		
Purpose	To provide an update on car parking improvements being planned for Hahndorf ahead of the peak visitation period across December 2023 to January 2024.		

Meeting Date	1 May 2023	CM Reference	DOC/23/35643
Title	Hahndorf Car Parking Management		
Purpose	To provide an update on car parking management in Hahndorf.		

CONFIDENTIAL

APPLICATION FORM

Unsolicited Proposal for consideration by Mount Barker District Council

Legal Name of Proponent: THE WOLF BLASS FOUNDATION INC.

Address:

Date: 16.1.2025

Project Title: 108 Mount Barker Road Hahndorf – Car Park Proposal

Project Summary: (taken from email received by Council on 25.11.2024)
(200 words)

The Wolf Blass Foundation is interested in purchasing the land CT5532/760, 108 Mount Barker Rd, Hahndorf, from the Mount Barker District Council for use as a public carpark.

Authorised Contact Person:

Name:	John Ashcroft
Address:	C/- Beyond Ink
Email:	john.ashcroft@beyondink.com.au
Phone:	8388 1179

Description of Proposal:

A proponent should provide as much detail as possible for what is proposed. Plans and/or reports should be attached if appropriate.

The Wolf Blass Foundation is interested in purchasing the land CT5532/760, 108 Mount Barker Rd, Hahndorf, from the Mount Barker District Council for use as a public carpark.

The Wolf Blass Foundation agrees to provide the following at no cost to the District Council of Mount Barker:

- Purchase the land from the Council for \$2,300,000.00.
- Construct the carpark using bitumen seal, line marking and wheel stops where necessary
- Development Approval for the carpark construction
- The carpark works completed within six months of settlement.
- The carpark will remain the property and be controlled by The Wolf Blass Foundation.
- The Wolf Blass Foundation retains all rights over the naming of the car park.
- The Wolf Blass Foundation may elect to charge for parking in peak periods to offset maintenance and insurance costs.
- The Wolf Blass Foundation retains the right to operate a commercial operation from the car parking site, such as a tourist train.
- The Wolf Blass Foundation retains rights over advertising on the site.
- The car park will be available for public use.
- The agreement may be between the Council and a separate for-purpose foundation established by Wolf Blass.

Requirements of the Council:

A proponent should identify what you are seeking from the Council for the proposal.

The Mount Barker District Council agrees to provide the following works at no cost to The Wolf Blass Foundation:

- Demolition of all buildings and structures and removal of the same from the site
- Remove the trees except the two trees identified by Chris Lawrie to retain.
- Construction of a bridge across the creek suitable for two-way traffic
- Development Approval for the abovementioned works
- Completion of all work within twelve months from the date of a conditional agreement between the parties.

A Proponent should state what the cost would be for the Council in providing what is sought.

To be determined by Council

Assessment Criteria

A proponent must address the Assessment Criteria contained in the Unsolicited Proposal Procedure.

Is the subject of the proposal already the subject of an existing or proposed procurement process? If the answer is yes, it is unlikely that an unsolicited proposal will pass Stage 1 unless the proponent can demonstrate that their proposal has a distinct advantage;

No.

The proposal demonstrates outstanding value for money in the form of financial, environmental and/ or community benefits;

- 1. The proposal will provide somewhere between 110 and 130 carparks within an 18-month timeframe. The carpark will be owned and operated by a foundation created for the purpose by Wolf Blass.*
- 2. The car park once complete will be for the use of the Hahndorf community, customers and visitors.*
- 3. It is expected that the car park will exist for as long as there is a community need for public car parking.*

the proposal cannot be readily delivered by competitors at all or within the timeframes proposed by the proponent;

I am unsure whether there are any other parties willing to undertake the project.

the proponent owns something that would limit other parties from being able to deliver the proposal (for example, intellectual property or strategic land holdings);

Other willing parties would be able to deliver the project.

that the proponent has innovative financial arrangements that enable it to deliver the proposal where other parties would not be able to;

The Wolf Blass Foundation has significant financial capacity to enable the delivery of the project in a timely manner.

that the proponent has a genuinely innovative idea;

a combination of factors which may not stand alone as being innovative but which together create a proposal worthy of consideration.

The proponent has interest in the funding and construction of a car park for the use of the public at significantly lower cost and at a reduced timeframe than may be able to be achieved by the council.

The proponent has the capacity, capability, skills, experience and required resources to successfully deliver their proposal. The proponent must provide evidence of such capability and capacity to deliver the proposal and must include any relevant experience in similar projects.

- 1. The proponent has significant financial resources at its disposal and can comfortably fund the project .*
- 2. Beyond Ink will provide the project management for the proponent's portion of project. Beyond Ink has significant experience in the management of civil and construction projects for more than 35 years.*
- 3. The Wolf Blass Foundation has contributed to the construction of the Wolf Blass Community Centre at the Norwood Football Club c\$2.0m and the Wolf Blass Centre at Morphettville Racecourse at a similar financial level.*

Any unsolicited proposal must, in addition to the criteria above:

- be consistent with the goals and objectives outlined in the Mount Barker District Strategic Plan 2035 or any related Lead Strategy;
- be consistent with Council's role and function; and
- provide an economic, social or environmental outcome for the council and community.

Risks

A proponent should list the risks and mitigation strategies for the proposal for the proponent and the Council.

- 1. The council exceeds the time frames stated in the email John Ashcroft to the council's Chief Executive Officer, Andrew Stuart dated 25.11.2024 which stated the conditions for consideration of the proposed car park project.*
- 2. The council not being able to meet its obligations regarding the removal of the site buildings and vegetation resulting from State Heritage or Native Vegetation concerns.*

Intellectual Property

Proponents should provide a brief description of:

- *Each item of Intellectual Property involved in the proposal*
- *The nature of any Intellectual Property claimed*
- *Details of the owner of the Intellectual Property claimed*
- *Registration details (where applicable); and*
- *Details of any items for which commercial confidentiality is claimed in whole or in part.*

Other Information

A proponent may provide any other information that is relevant to its proposal for Stage 1 assessment.

- 1. The Wolf Blass Foundation Inc. was established in 1995 by Wolf Blass with an initial contribution of \$1 million to benefit Australia's wine industry. It intends to reward achievements and facilitate study in all fields: viticulture, winemaking, wine marketing, promotion, and wine education.*
- 2. The foundation assets in 2024 exceed \$20m.*
- 3. The Wolf Blass Gallery and Museum, established in 2018, houses the private wine memorabilia and artifacts of Australian wine icon Wolf Blass artifacts. Also displayed are four original paintings by iconic Australian painter Hans Heysen and the original Melbourne Cup.*
- 4. The Wolf Blass Foundation Inc. is a not-for-profit charitable organisation.*
- 5. John Ashcroft, a Trustee member of the Wolf Blass Foundation, has been authorised to negotiate the project on behalf of the Wolf Blass Foundation.*
- 6. Any agreement reached will require the concurrence of the Wolf Blass Foundation Trustee board. The timing for the board concurrence will be seven to ten days.*

The proposal is to be signed by an authorized representative of the proponent.

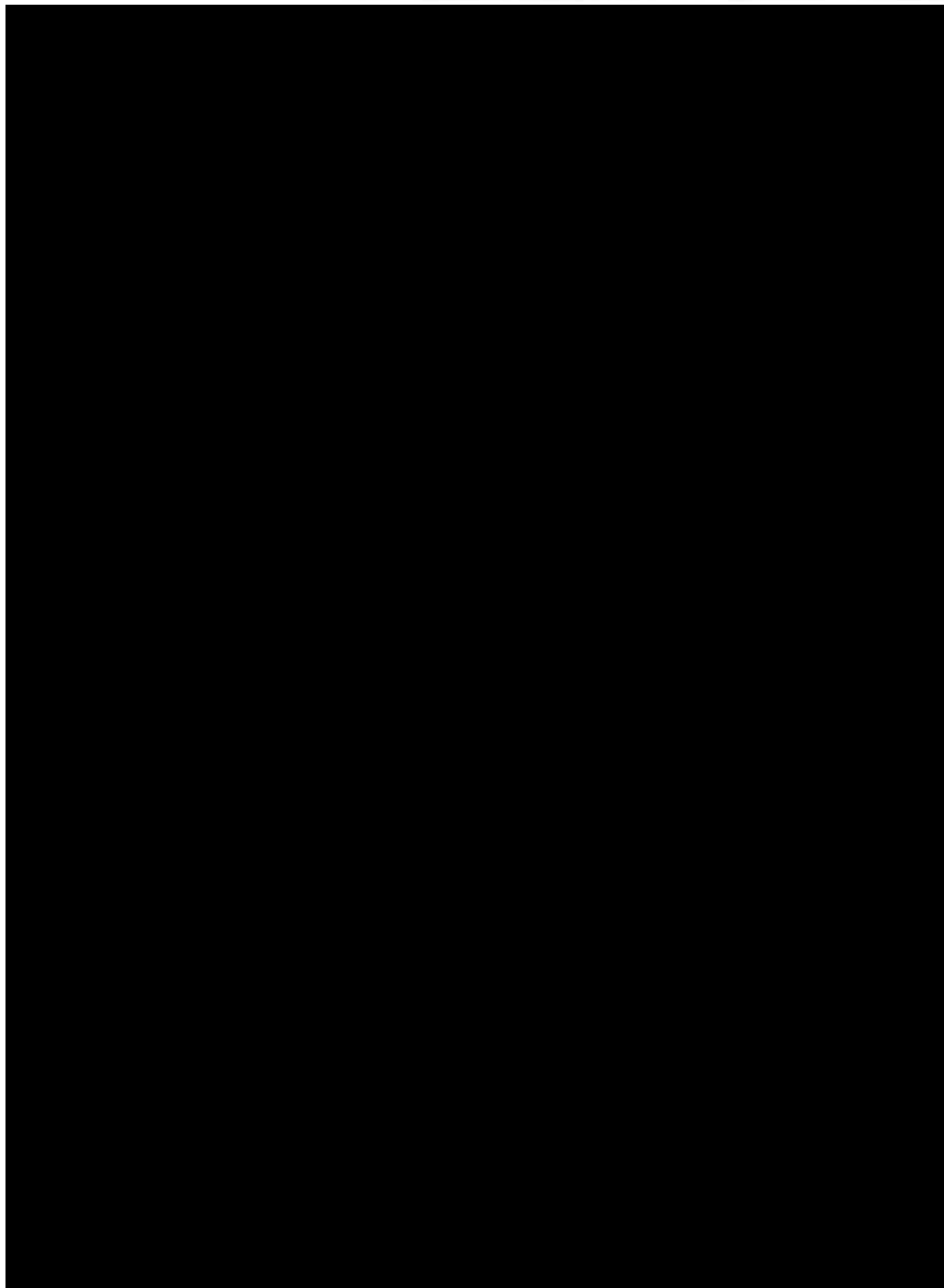
Name: John Ashcroft

Position: Trustee member of The Wolf Blass Foundation Inc

Signature:



Date: 18.01.2025



18.2

REPORT TITLE:

**CONFIDENTIAL ITEM: UNSOLICITED PROPOSAL
- LAND TRANSACTION**

DATE OF MEETING:

3 FEBRUARY 2025

FILE NUMBER:

DOC/25/11400

AL

**ATTACHMENTS: 1: DOC/25/11595 – UNSOLICITED PROPOSAL –
108 MOUNT BARKER ROAD, HAHNDORF**

Moved Councillor Hardingham that Council:

1. Pursuant to Section 90(3)(d)

Pursuant to Section 90(2) of the Local Government Act 1999 the Council orders that all members of the public except the Chief Executive Officer; Executive Manager; General Manager Infrastructure, General Manager Planning and Regulatory Services, General Manager Corporate Services; and Minute Secretary be excluded from attendance at the meeting for Agenda Item 18.2 Confidential Item: Unsolicited Proposal – Land Transaction.

The Council is satisfied that pursuant to Section 90(3)(d) of the Act, the information to be received, discussed or considered in relation to this Agenda item is commercial information of a confidential nature (not being a trade secret) the disclosure of which could reasonably be expected to :

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In addition, the disclosure of this information would, on balance, be contrary to the public interest. The public interest in public access to the meeting has been balanced against the public interest in the continued non-disclosure of the information. The benefit to the public at large resulting from withholding the information outweighs the benefit to it of disclosure of the information. The Council is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because the disclosure of this information may result in a competitor receiving the information to the detriment of the Wolf Blass Foundation.

Seconded Councillor Westwood

CARRIED
OM20250203.26

Moved Councillor Hardingham that Council:

2. Approves the Application for an Unsolicited Proposal received from the Wolf Blass Foundation for the acquisition and development of the Council owned land at 108 Mount Barker Road Hahndorf to progress to Stage 2 of the process set out in the Council's Unsolicited Proposal Policy and Procedure.

Seconded Councillor Orr

CARRIED
OM20250203.27

Moved Councillor Hardingham that Council:



3. Enters into an exclusivity period with the Wolf Blass Foundation for a period of 6 months from the date of this resolution to undertake a detailed assessment of the proposal in accordance with the Council's Unsolicited Proposal Policy & Procedure.

Seconded Councillor Westwood

CARRIED
OM20250203.28

Moved Councillor Seager that Council:

Section 91(7) Order

4. Pursuant to Section 91(7)

That having considered Agenda Item 18.2 Confidential Item: Unsolicited Proposal – Land Transaction in confidence under 90(2) and 3(d) of the Local Government Act 1999, the Council pursuant to Section 91(7) of the Act orders that the Council report, attachment and all minutes be retained in confidence until such time as a commercial contract for sale and purchase is entered into and settlement of the sale of the land has occurred or such lesser period as may be determined by the Chief Executive Officer and that this order be reviewed every 12 months.

Seconded Councillor Orr

CARRIED
OM20250203.29

MEETING DECLARED CLOSED AT 9:19PM



MAYOR

18.3.25

DATE

