

Wangaratta Rural City Council

Instrument of Sub-Delegation from the Chief Executive Officer to Community Asset Committees

Instrument of Sub-Delegation

In exercise of the power conferred by s 47(1)(b) of the *Local Government Act 2020* (Act), I, as Chief Executive Officer of Wangaratta Rural City Council (the Council), by this instrument of sub-delegation:

1. delegate to each person who is from time to time appointed as a member of a community asset committee, established by resolution of Council passed on 25 August 2020 and set out in Column 1 of Schedule 1 (the committee), each power and/or function and/or duty set out in Schedule 2; declare that this instrument of sub-delegation comes into force immediately upon its execution;
- 3.2. remains in force until Council resolves to vary or revoke it;
- 3.3. is subject to the conditions and limitations set out in paragraph 4 and 5, and in Schedule 2; and; and
4. declare that the delegate must comply with specified governance requirements to ensure appropriate standards of probity are met and monitor and report on the activities and performance of the committee;
5. declare that the delegate must not determine the issue, take action or do the act or thing if the determining of the issue, the taking of the action or the doing of the act or thing cannot be the subject of a lawful delegation, whether on account of section 47 of the Act or otherwise

This instrument of sub-delegation is dated 3 April 2024 and is made by the Chief Executive Officer.

Signed by the Chief Executive Officer:



in the presence of:

Executive Services Coordinator

Witness

7 May 2024

Date

Schedule 1

Column 1	Column 2	Column 3
Committee	Community asset	User Groups
Bowmans-Murmungee Memorial Hall and Tennis Reserve Community Asset Committee	Bowmans-Murmungee Memorial Hall and Tennis Reserve situated at Part Crown Allotment 1, Section 3, Parish of Murmungee and contained in Certificate of Title, Volume 5676, Folio 120	Bowmans-Murmungee Tennis Club
Carboor Soldiers Memorial Hall and Recreation Reserve Community Asset Committee	Carboor Soldiers Memorial Hall and Recreation Reserve situated at Lots 1 & 2 PS316389G Parish of Carboor, and contained in Certificates of Title, Volume 10219 Folio 280 and Volume 10219, Folio 281	
Edi Upper Hall and Recreation Reserve Community Asset Committee	Edi Upper Hall and Recreation Reserve situated at Crown Allotment 9C, Section 1, Parish of Edi, and contained in Certificate of Title, Volume 6576, Folio 176 and Volume 9389, Folio 953	
Eldorado Memorial Hall Community Asset Committee	Eldorado Memorial Hall" situated at Crown Allotments 4 7 6, Parish of Tarrawingee, Township of Eldorado and contained in Certificates of Title, Volume 6047, Folio 400 and Volume 357 Folio 257	
Everton Hall & Sports Complex Community Asset Committee	Everton Hall and Sports Complex situated at Part Crown Allotment E, Parish of Everton, and contained in Certificate of Title, Volume 2706, Folio 541006	
Milawa Public Hall and Park Community Asset Committee	Milawa Public Hall and Park situated at Part Crown Allotment 6, Section 16, Parish of Oxley	

Column 1	Column 2	Column 3
Committee	Community asset	User Groups
Moyhu Soldiers Memorial Hall Community Asset Committee	Moyhu Soldiers Memorial Hall situated at Part Crown Allotment 1B, Section 13, Parish of Moyhu and contained in Certificate of Title, Volume 4909, Folio 632 and Volume 5088, Folio 419	
Myrree Soldiers Memorial Hall Community Asset Committee	Myrree Soldiers Memorial Hall" situated at Part Crown allotment 12, Section 3, Parish of Whitfield and contained in Certificates of Title, Volumes 7109, 4593, 8184 Folios 620, 550	
Old Murmungee Hall Community Asset Committee	Old Murmungee Hall situated at Crown Allotment 4B, Section 13, Parish of Murmungee and contained in Volume, 9700, Folio 879	
Oxley Shire Hall Community Asset Committee	Oxley Shire Hall situated at Crown Allotment 8, Section 9, Parish of Oxley and contained in Memorial No. 579, Book 650	
Whitfield Recreation Reserve Community Asset Committee	Whitfield Recreation Reserve situated at Part C/A 19, Section 1, Parish of Whitfield and contained in Certificates of Title Volume 7109, Folio 620, Volume 4593 Folio 550 and Volume 8184, Folio 613	King Valley United Football Netball Club; King Valley Action Association; Whitfield Tennis Club; King Valley Grape Growers Association; Whitfield District Primary School; Country Fire Authority; King Valley Tourist Association
Whorouly Public Hall Community Asset Committee	Whorouly Public Hall situated at Crown Allotment 4 & 5, Parish of Whorouly and contained in Certificate of Title, Volume 1927, Folio 220	Australian Red Cross; Country Women's Association Whorouly Branch; Whorouly and District Pre School Committee; Whorouly Primary School

Column 1	Column 2	Column 3
Committee	Community asset	User Groups
Whorouly Memorial Park Community Asset Committee	Whorouly Memorial Park situated at Crown Allotment 35C, Parish of Whorouly and contained in Certificate of Title, Volume 5758, Folio 445	Whorouly Football Netball Club; Whorouly Lawn Tennis Club; Whorouly Cricket Club; Whorouly Junior Football Club

1. Powers and functions

1. To control and manage the community asset outlined in Schedule 1 in an efficient and effective manner, in the best interests of Council, the local community and users of the community asset;
2. To ensure the efficient financial operation of the facility, including the capacity to enter into contracts, and to incur expenditure, not exceeding the value of **\$5,000**; and
3. To do all things necessary or convenient to be done for or in connection with the performance of those functions, duties and powers.

Requirements

The members of the Community Asset Committee must, when exercising the powers, functions and duties delegated to them:

4. comply with the following governance requirements:
 - 4.1 The duty to manage, operate and control the community asset efficiently and economically in association with Council;
 - 4.2 The duty to act as a coordinating body between Council and the community, clubs, schools, users and potential users of the community asset;
 - 4.3 The duty to ensure that the decisions and policies of Council are implemented and adhered to without delay;
 - 4.4 The duty to ensure that users of the community asset comply with the policies, terms and conditions for the use and hire of the community asset established by the Committee, Council and relevant Council policies and Local Laws
 - 4.5 The duty to carry out regular inspections of the community asset to identify, report and remedy, if practical, any risk issues, non-compliance with laws and regulations relating to the use and occupation of the community asset and to ensure that relevant maintenance programs are implemented
 - 4.6 The duty to engage qualified personnel, relative to the task being performed, on maintenance tasks where appropriate according to the Maintenance Schedule, and if done to forward to Council all certificates of compliance upon completion of maintenance tasks;;
 - 4.7 The duty to inform council of issues that fall within their remit according to the Maintenance Schedule;
 - 4.8 The duty to ensure that all liabilities incurred by the committee are properly authorised;
 - 4.9 The duty to maintain a register of keys issued by the committee, and to provide Council with a full set of keys to all external and internal locks;

- 4.10 The duty to ensure that the community asset is maintained in a manner that meets all legal obligations;
 - 4.11 The power to prepare strategic plans and reports for the future development of the community asset, including to consult with organisations who use the community asset, to consider and recommend on proposals to update facilities or provide new facilities; and ensure that any new facilities are planned and coordinated with existing facilities;
 - 4.12 The duty to maintain accounts in a form that generally complies with the Australian Accounting Standards;
 - 4.13 The function of recommending to Council a Schedule of Fees and Charges to be levied for the use of the community asset for the following financial year by 31 March each year that will enable the Committee to meet all of its liabilities and to return an annual surplus on its operations, and to recommend to Council items for inclusion in Council's annual budget for the community asset and to advise Council on the budget prior to its being adopted by Council;
 - 4.14 The duty to ensure that the Committee's financial decisions do not affect the integrity of Council's budget;
 - 4.15 The duty to prepare annually a budget of the Committee's operations and to manage expenditure within the limits of that budget which covers the Committee's financial year commencing on 1 July in each year and ending on 30 June in the following year;
 - 4.16 The power to collect, retain and expend all fees, donations, grants and endorsements paid for to the committee and to ensure that moneys due are properly collected and the funds are expended for the purposes for which they are provided;
 - 4.17 The power to enter into contracts, and to incur expenditure, up to \$5,000; and to refer any grant applications, capital works, extensions or additions proposed which materially alter the buildings or surrounds of the community asset or exceed the amount of \$5,000 to Council for approval;
 - 4.18 The power to open and maintain a bank account at a bank and branch approved by Council, into which all monies received by the Committee shall be paid;
 - 4.19 The power to establish reserve funds for capital works, into which can be paid the net surplus of the Committee, obtained in the previous financial year, and to report these amounts to Council;
 - 4.20 The duty to pay all utility, municipal and water charges incurred in operating the community asset;
5. monitor and report on its activities and performance at least in accordance with the following:
 - 5.1 The duty to prepare an agenda and record the minutes for each meeting of the Committee; and to distribute, or arrange to be distributed, copies of the agenda and meeting minutes of Committee meetings to members of the Committee and to Council;

- 5.2 The duty to ensure that a financial report is included in the agenda of each Committee meeting and recorded in the minutes of each Committee meeting;
- 5.3 The duty to hold an Annual General Meeting of the Committee between 1 July and the 31 August each year unless circumstances related to safety and wellbeing do not permit, in which case the annual general meeting should be held as soon as circumstances permit after 1 July;
- 5.4 The duty to prepare an annual report and annual statement of accounts of the operations of the Committee in the preceding financial year for presentation at the Annual General Meeting of the Committee prior to 31 August each year. The annual report should include information and commentary regarding:
 - 5.5
 - (a) Patronage;
 - (b) User groups;
 - (c) Risk incidents and issues;
 - (d) Maintenance and improvements;
 - (e) Evaluation of effectiveness;
 - (f) Any other matter considered relevant by the Committee;
- 5.5 The duty to forward to Council a copy of the annual report and annual statement of accounts of the operations of the Committee in the preceding financial year by 31 August each year;
- 5.6 The duty the committee's financials are presented to the Council's finance team annually.

6. Exceptions, conditions and limitations

The Community Asset Committee is not authorised by this Instrument to:

- 6.1 enter into contracts, or incur expenditure, for an amount which exceeds the approved budget, or for an amount which exceeds the amount in clause 2;
- 6.2 spend Council funds other than funds expressly allocated by Council to the Committee for Committee purposes;
- 6.3 undertake any capital works, extensions or additions to the community asset which materially alter the buildings or surrounds of the community asset without Council approval;
- 6.4 make and implement policies, terms and conditions for the use and hire of the community asset without Council's approval of such policies, terms and conditions;
- 6.5 prepare strategic plans for the future development of the community asset without Council's involvement in such strategic plans;
- 6.6 employ people without the prior consent of Council;

- 6.7 enter into leases without the prior consent of Council;
- 6.8 exercise the powers which, by force of section 47 of the Act, cannot be delegated.

7. **Membership**

- 7.1 Membership for a Community Asset Committee is consistent with the Community Reference Group Policy of Council, except for the below.
- 7.2 Each committee shall have up to twenty-five members comprising:
 - (a) not less than four representatives of the local community that is served by the community asset; and
 - (b) up to one representative from each of the user groups of the community asset corresponding to each committee set out in Column 3 of Schedule 1;
- 7.3 Any person appointed to the committee shall hold office for a period of three years, and members of the committee shall be eligible for re-appointment for a further term or terms;
- 7.4 The Chief Executive Officer of Council may appoint an officer or officers of Council to attend meetings of the committee from time to time. The Chief Executive Officer or delegate shall advise the committee of such appointments. The Council officers attending meetings of the committee do not have voting rights;
- 7.5 The Chief Executive Officer of Council shall appoint an officer of Council to liaise with the committee on financial and accounting matters;

8. **Dissolution**

- 8.1 The committee may, at any meeting of the committee, resolve to recommend to Council that the committee be dissolved. In this event the committee must notify Council in writing of the committee's resolution as soon as practicable before dissolution;
- 8.2 Council may dissolve the committee at any time in accordance with the Council policy governing Council committees;
- 8.3 The President of the committee is obliged to make the following arrangements within one month of dissolution of the committee:
 - (a) a statement of accounts must be prepared and presented to Council;
 - (b) the committee's bank account must be closed and the balance immediately forwarded to Council;
 - (c) books of accounts and minutes of the committee must be forwarded to Council;

9. **Insurances**

Council shall arrange and maintain an insurance portfolio to cover risks, including a Personal Accident Policy for members, a Volunteer Worker's Policy and an Indemnity Policy for members of the Committee.

APPENDIX ONE**Maintenance Responsibilities**

1. Care and Report means the Tenant will care for and, so far as is practicable, maintain the asset in its current state, and will advise Council where repair or replacement may be required
2. Care, Repair, Replace means the Tenant has full responsibility for the life cycle of the asset
3. Contract means the Tenant is responsible for contracting these services, if and when required
4. Prepare and Update means the Tenant has the responsibility for ensuring compliance
5. Remove means the responsible party will incorporate this work into its ordinary work schedule
6. Repair and Replace means that Council will consult with the Tenant and, at its sole discretion, will determine if the asset is to be repaired, replaced, or disposed of, and the timing of any such action.
7. Report means that the Tenant will advise Council of a concern by way of Council's Customer Request Management System (CRMS)
8. Respond means that, when advised of a concern, Council will inspect the issue, and incorporate this work into its work schedule
9. Update means that Council has the responsibility for ensuring that the plan is compliant and fit for purpose, subject to an established schedule.
10. Any assets acquired by the Community Asset Committee is wholly the responsibility of the Community Asset Committee.

Council Owned Community Hall			
#	Item	Council Responsibility	Tenant Responsibility
1	Air-conditioning and/or heating systems	Respond	Report
2	Audio-visual equipment	Nil	Care, Repair, Replace
3	Ceilings, walls and skylights	Repair and Replace	Care and Report
4	Cooking and refrigeration equipment – Council owned	Repair and Replace	Care and Report
5	Curtains, drapes and blinds	Nil	Care, Repair, Replace

6	Doors (including cupboard doors) and hardware	Repair and Replace	Care and Report
7	External shell including external walls	Repair and Replace	Care and Report
8	Electrical wiring, switchboard, power points, switches and light fittings	Respond	Report
9	Essential services – automatic doors; fire alarms; fire blankets; fire extinguishers; lighting (emergency and exit); smoke alarms and detectors; fire sprinkler systems	Respond	Report
10	Evacuation plans	Update	Nil
11	External furniture	Nil	Care, Repair, Replace
12	External and security lighting	Respond	Care and Report
13	Fences	Nil	Care, Repair, Replace
14	Floor surfaces and coverings	Repair and Replace, renewal only	Care and Report
15	Fly screens	Respond	Care and Report
16	Food handling areas and storage	Nil	Care, Repair, Replace
17	Gardens and lawns	Nil	Care, Repair, Replace
18	Glass (internal/external) and windows	Repair and Replace	Care and Report
19	Graffiti removal	Respond	Report
20	Gutter cleaning	Respond	Report
21	Hard waste collection	Nil	Remove
22	Keys; locks; electronic access	Repair and Replace	Care and Report
23	Painted surfaces	Repair and Replace	Care and Report
24	Path of travel	Respond	Care and Report
25	Paths (other)	Nil	Care, Repair, Replace
26	Paved areas	Repair and Replace	Care and Report
27	Permanent fixtures including hot water services; inbuilt cupboards; bench tops; sinks; boiling hot water units; filtered water units; stoves; kitchen exhausts/canopies; shelving	Repair and Replace	Care and Report

	and joinery units; bench tops; tiling; ceiling fans; basins and vanity units		
28	Pest control	Respond	Report
29	Playground equipment	Repair and Replace	Care and Report
30	Plumbing such as blocked sewerage; storm water; and plumbing fixtures such as taps; toilet pans; cisterns; seats; shower heads; traps (including grease); pipes	Repair and Replace	Care and Report
31	Roller shutters	Repair and Replace	Care and Report
32	Roofing; roof leaks (including skylights); spouting and down pipes	Repair and Replace	Care and Report
33	Signage (external)	Nil	Care, Repair, Replace
34	Sports playing surfaces	Nil	Care, Repair, Replace
35	Stairs (internal/external)	Repair and Replace	Care and Report
36	Storm damage	Repair and Replace	Care and Report
37	Tag testing and globe replacement	Respond	Report
38	Telecommunications systems (telephones; photocopier; fax)	Repair and Replace	Care and Report
39	Trees	Respond	Care and Report
40	Water tanks	Repair and Replace	Care and Report
41	White goods including refrigerator; microwave; washing machine; clothes dryer; dishwasher; food processors	Nil	Care, Repair, Replace