Agreement under section 173 of the Planning and Environment Act 1987

Wodonga-Yackandandah Road, Baranduda
Table of Contents

1. Defined Terms ................................................................. 2
2. Interpretation ............................................................... 4
3. Section 173 Agreement .................................................... 5
   3.1 Purpose .................................................................... 5
   3.2 Reasons for agreement .............................................. 5
4. Commencement .............................................................. 5
5. Owner’s Specific Obligations ............................................ 5
   5.1 Use and development of the Subject Land .................... 5
6. Further Obligations of the Owner ....................................... 5
   6.1 Notice and Registration ............................................. 5
   6.2 Further actions ....................................................... 6
7. Owner’s Warranties ......................................................... 6
8. Successors in Title ........................................................ 6
9. General ....................................................................... 6
   9.1 Notices .................................................................. 6
   9.2 Service of Notice .................................................... 7
   9.3 No Waiver ............................................................ 7
   9.4 Severability .......................................................... 7
   9.5 No fettering of Responsible Authority’s powers ............ 7
   9.6 Governing law ....................................................... 7
   9.7 Ending .................................................................... 7
Information Table

Date of Agreement:

<table>
<thead>
<tr>
<th>Parties</th>
<th>Wodonga City Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Wodonga City Council</td>
</tr>
<tr>
<td>Short form name</td>
<td>Council</td>
</tr>
<tr>
<td>Notice details</td>
<td>104 Hovell Street, Wodonga</td>
</tr>
<tr>
<td>Name</td>
<td>Next 1 Pty Ltd ACN 116 792 502</td>
</tr>
<tr>
<td>Short form name</td>
<td>Owner</td>
</tr>
<tr>
<td>Notice details</td>
<td>1, 60 Toorak Road, South Yarra</td>
</tr>
</tbody>
</table>

Background

A. Council is the responsible authority pursuant to the Act for the Planning Scheme. Council is also the planning authority for the Amendment to the Planning Scheme.

B. The Owner is the registered proprietor of the Subject Land.

C. The Amendment proposes to rezone the Subject Land.

D. The Permit Application is being considered concurrently with the preparation of the Amendment under section 96A of the Act.

E. The parties enter into this Agreement to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

Agreed Terms

1. Defined Terms

   In this Agreement:

   **Act** means the Planning and Environment Act 1987.

   **Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
Amendment means an amendment to the Planning Scheme which rezones the Subject Land from the General Residential Zone – Schedule 1 to the Mixed Use Zone, prepared by Council in its capacity as the planning authority.

Current Address for Service

for Council means the address shown on page 2 of this Agreement, or any other address listed on Council’s website; and

for the Owner means the address shown on page 2 of this Agreement or any other address provided by the Owner to Council for any purpose or purposes relating to the Subject Land.

Current Email Address for Service

for Council means info@wodonga.vic.gov.au, or any other principal office email address listed on Council’s website; and

for the Owner means any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement or any other email address provided by the Owner to Council for any purpose or purposes relating to the Subject Land.

Current Number for Service

for Council means 02 6022 9322, or any other facsimile number listed on Council’s website; and

for the Owner means any facsimile number provided by the Owner to Council for the express purpose of facsimile communication regarding this Agreement.

Food and drink premises has the same meaning as in the Planning Scheme.

Leasable Floor Area has the same meaning as in the Planning Scheme.

Neighbourhood Convenience Centre means a use and/or development of the Subject Land for Supermarket, Shop or Food and drink premises.

Notice means any notice, demand, consent, approval or communication under this agreement.

Office has the same meaning as in the Planning Scheme.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession.

Party or parties means the Owner and Council but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Permit Application means the application for a planning permit to use and develop the Subject Land for a Neighbourhood Convenience Centre.
Planning Scheme means the Wodonga Planning Scheme.

Supermarket has the same meaning as in the Planning Scheme.

Shop has the same meaning as in the Planning Scheme.

Subject Land means the land situated at Wodonga-Yackandandah Road, Baranduda being the land described as Lot 128 on Plan of Subdivision 733790D and contained in certificate of title volume 11649 folio 066 and any reference to the Subject Land in this Agreement includes a reference to any lot created by the subdivision of the Subject Land or any part of it.

Tribunal means the Victorian Civil and Administrative Tribunal, and any tribunal or other person or body which supersedes it.

2. Interpretation

In this Agreement unless the context admits otherwise:

2.1 The singular includes the plural and vice versa.

2.2 A reference to a gender includes a reference to each other gender.

2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person’s successors in law.

2.4 If a Party consists of more than one person this Agreement binds them jointly and each of them severally.

2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.

2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.

2.7 The introductory clauses to this Agreement form part of this Agreement.

2.8 The Owner’s obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land.

2.9 Any reference to a clause, page, condition, attachment or term is a reference to a clause, page, conditions, attachment or term of this Agreement.
3. **Section 173 Agreement**

3.1 **Purpose**

The Parties acknowledge and agree that the purposes of this Agreement are to:

3.1.1 record the terms and conditions on which the Owner has agreed to use and develop the Subject Land;

3.1.2 give effect to the floor area allocations in Table 1 of clause 21.03-1 of the Planning Scheme; and

3.1.3 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

3.2 **Reasons for agreement**

The Parties acknowledge and agree that this Agreement has been entered into for the following reasons:

3.2.1 Council would not have agreed to prepare the Amendment without the Owner entering into this Agreement; and

3.2.2 the Owner has elected to enter into this Agreement in order to progress the Amendment.

4. **Commencement**

This Agreement comes into force on the date of this Agreement.

5. **Owner’s Specific Obligations**

5.1 **Use and development of the Subject Land**

The Owner agrees that regardless of any rights conferred by the Planning Scheme, except with the prior written consent of Council:

5.1.1 the Leasable Floor Area of the Neighbourhood Convenience Centre must not exceed 1,500 square metres; and

5.1.2 if any part of the Subject Land is used for the purpose of an Office, the combined Leasable Floor Area on the Subject Land that is used for an Office must not exceed 100 square metres.

6. **Further Obligations of the Owner**

6.1 **Notice and Registration**

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.
6.2 Further actions

The Owner further covenants and agrees that:

6.2.1 the Owner will do all things necessary to give effect to this Agreement;

6.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

7. Owner’s Warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

8. Successors in Title

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

8.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

8.2 execute a deed agreeing to be bound by the terms of this Agreement.

9. General

9.1 Notices

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

9.1.1 personally on the other Party;

9.1.2 by leaving it at the Party’s Current Address for Service;

9.1.3 by posting it by prepaid post addressed to that Party at the Party’s Current Address for Service;

9.1.4 by facsimile to the Party’s Current Number for Service; or

9.1.5 by email to the Party’s Current Email Address for Service.
9.2 Service of Notice

A notice or other communication is deemed served:

9.2.1 if delivered, on the next following business day;

9.2.2 if posted, on the expiration of 7 business days after the date of posting;

9.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day; or

9.2.4 if sent by email, the day on which it is sent.

9.3 No Waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

9.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

9.5 No fettering of Responsible Authority’s powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

9.6 Governing law

This Agreement is governed by and will be construed in accordance with the laws of the State of Victoria.

9.7 Ending

This Agreement ends:

9.7.1 if the Parties agree in writing to end the Agreement; or

9.7.2 if the Amendment lapses; or

9.7.3 if the planning authority abandons the Amendment; or

9.7.4 if the Minister for Planning refuses to approve the Amendment.
SIGNED, SEALED AND DELIVERED as an agreement under Division 2 of Part 9 of the Act and as a Deed between the Parties.

The Common Seal of the Wodonga City Council was hereunto affixed on the, . . . . day of, . . . . . . . . in the presence of:

................................................................. Chief Executive

................................................................. Witness

Executed by Next 1 Pty Ltd ACN 116 792 502 in accordance with s127(1) of the Corporations Act 2001:

................................................................. Director
Print Name:

................................................................. Secretary
Print Name:
The document following this cover sheet is an imaged document supplied by LANDATA®, Land Use Victoria.

<table>
<thead>
<tr>
<th>Document Type</th>
<th>Instrument</th>
</tr>
</thead>
<tbody>
<tr>
<td>Document Identification</td>
<td>AC867382G</td>
</tr>
<tr>
<td>Number of Pages</td>
<td>3</td>
</tr>
<tr>
<td>(excluding this cover sheet)</td>
<td></td>
</tr>
<tr>
<td>Document Assembled</td>
<td>08/04/2019 10:53</td>
</tr>
</tbody>
</table>

Copyright and disclaimer notice:
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.
TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by: ANZ A/C

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed: -
- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)
Certificate of Title Volume 9973 Folio 950

Estate and Interest: (e.g. "all my estate in fee simple")
"all its estate in fee simple"

Consideration: $232,320.00

Transferor: (full name)
ALBURY-WODONGA (VICTORIA) CORPORATION

Transferee: (full name and address including postcode)
GLENN WELTNER and KAREN MARY ANN WELTNER both of 9 Brewer Drive, Wodonga, Victoria, 3690 as joint tenants

Directing Party: (full name)

Creation and / or Reservation and / or Covenant:

The Transferee covenants with the Transferor pursuant to Section 15A of the Albury-Wodonga Agreement Act 1973:

1. That there shall not be built constructed or erected on the land hereby transferred any buildings or buildings car parks fence advertisement or hoarding except in accordance with plans (which shall indicate the size, design and materials from which the same is to be built constructed or erected) previously approved in writing by the Transferor, which approval shall not be withheld unreasonably, in the event proper design and construction principles are complied with.

2. That the exterior cladding (including roof cladding) of any building erected on the land shall not be of highly reflective materials

ORDER TO REGISTER

Please register and issue title to

Signed Cust. Code:

THE BACK OF THIS FORM MUST NOT BE USED
3. That all buildings or car parks erected or constructed or proposed to be erected or constructed on the land shall be sited in a manner such that no building or car park shall be erected or constructed or permitted to remain on that portion of the land shown hachured on the plan endorsed hereon, unless the plan is altered or amended with the previous approval of the Transferor, which approval shall not be withheld unreasonably, in the event proper design and planning principles are complied with.

4. That no subdivision or re-subdivision of the land will be permitted without the prior written consent of the transferor, which approval shall not be withheld unreasonably, in the event proper design and planning principles are complied with.

5. That the land shall not be used or suffered to be used for any purpose other than a purpose which has been approved and permitted in writing by the Transferor, which approval shall not be withheld unreasonably.

6. That vehicular access to be constructed on and to the land shall not be constructed or permitted to occur on or across that portion of the boundary of the land as is indicated on the plan endorsed hereon, unless the plan is altered or amended with the previous approval of the Transferor, which approval shall not be withheld unreasonably, in the event proper access design and planning principles are complied with.

Dated: 20th December 2003

Execution and attestation:

Signed by the Transferor in the presence of:

[Signature]

Witness

Signed by the Transferees in the presence of:

[Signature]

Witness

[Signature]

[Signature]
Ordinary meeting – September 16, 2019

8 - Officers reports for determination

Item 8.7 - Attachment A

ANNEXURE PAGE
Transfer of Land Act 1958

This is page 3 of Approved Form T2 dated 02/12/2003 between Albury Wodonga (Victoria) Corporation and Glenn Weliner and Karen Mary Ann Weliner

Signature of the parties

Panel Heading

The portions of boundary marked A, B, C and D are the portions of boundary referred to in Covenant No. 61

Approval No. 2005029A

1. If there is insufficient space to accommodate the required information in a p words “See Annexure Page 2” or as the case may be and enter all the infor the appropriate panel heading THE BACK OF THE ANNEXURE PAGE.

2. If multiple copies of a mortgage are lodged, original Annexure Pages must be

3. The Annexure Pages must be properly identified and signed by the parties to the mortgage

4. All pages must be attached together by being stapled in the top left corner.
Victorian Repealed Acts

This legislation has been repealed.

Albury-Wodonga Agreement Act 1973 - SECT 15A

Terms and conditions of sale of land by Corporation

15A. Terms and conditions of sale of land by Corporation

(1) To ensure that land is developed and used in such a way as will best attain the objects of this Act, where the Corporation sells any land the Corporation may sell the land subject to terms and conditions relating to the development, redevelopment or use of the land by the purchaser and to such other terms and conditions as the Corporation thinks fit.

(2) Where the Corporation sells any land on terms and conditions relating to the development, redevelopment or use of the land by the purchaser, the Corporation may sell the land subject to a covenant by the purchaser which binds the purchaser as to the manner and method of development or redevelopment and the time within which the land will be used or with respect to both the development or redevelopment and use of the land.

[2] Where a covenant has been entered into by a purchaser pursuant to sub-section (2)

(a) the covenant shall be included in any conveyance or transfer of the land;

(b) any transfer or conveyance containing a covenant may be registered under the Transfer of Land Act 1958 and the covenant shall be recorded on the relevant folio of the Register;

(c) upon the making of a recording of the covenant on the relevant folio of the Register under the Transfer of Land Act 1958, the covenant shall run with the land conveyed or transferred, shall bind the successors and assigns of the purchaser and shall be enforceable by the Corporation as if it were a restrictive covenant notwithstanding that it may be positive in nature or that it is not for the benefit of any land of the Corporation;

(d) the covenant may be released by the Corporation or varied by an agreement between the Corporation and all persons interested in the land burdened by the covenant;

* * * * *

(f) where the covenant has been varied or released-

(i) the Registrar of Titles must, on the receipt of an application in that behalf, make any recordings in the Register that are necessary in consequence of that variation or release; and
(ii) no variation of the covenant shall be of any force or effect until the Registrar of Titles has made the necessary recordings pursuant to sub-paragraph (i).

(4) Where it appears to the Corporation that the purchaser of the land or the purchaser's successors or assigns has or have failed to develop, redevelop or use the land or any part of the land in accordance with a covenant referred to in sub-section (3), the Corporation may give notice to any person for the time being entitled to the land or any part of the land of its intention to apply to the Supreme Court for an order transferring all interests in the land or any specified part of the land to the Corporation.

(5) Where the Corporation applies to the Supreme Court for the transfer of all interests in the land or any specified part of the land, the Court may if it considers that there has been a failure to comply with the covenant make an order that the land or such part of the land as is specified in the order be transferred to and vested in the Corporation, and may specify such conditions in relation to the transfer and vesting as it thinks fit.

(6) The consideration to be paid by the Corporation where any land is transferred to and vested in it under sub-section (5) shall be assessed at an amount equivalent to the value of the land, but no account shall be taken of any increase in value of the land which is attributable to the carrying out of any development or redevelopment in contravention of the requirements of the Corporation or of any covenant on the land or to any prospect of carrying out any development or redevelopment.

(7) A contract for the sale of land made pursuant to this Act shall not include a covenant unless the covenant is approved or is in a form approved by the Minister.

(8) The amendment of this section by section 24 of the Transfer of Land (Single Register) Act 1998 does not affect the operation, effect or enforcement of a covenant entered into under this section and registered under the Property Law Act 1999 and existing immediately before the commencement of that section 24.
Development covenants

(1) Nothing in section 7, 8, 9, 11 or 12 applies in respect of a development covenant.

(2) On and from the commencement of this section, the Wodonga Rural City Council has and may exercise all of the powers to enforce, vary or release a development covenant that the Corporation had immediately before that commencement.

(3) On and from the commencement of this section any reference to the Corporation in any development covenant is to be construed as a reference to the Wodonga Rural City Council.

(4) For the purposes of this section, and despite the repeal of the Albury-Wodonga Agreement Act 1973, subsections (3), (4), (5) and (6) of section 15A of that Act continue to apply in respect of a development covenant as if any reference in those provisions to the Corporation were a reference to the Wodonga Rural City Council.
### Table 1: Recreation facilities governance review – action plan of recommendations action

<table>
<thead>
<tr>
<th>Framework Area</th>
<th>Actions to date/Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Area: Governance</strong></td>
<td></td>
</tr>
<tr>
<td><strong>- Policy</strong></td>
<td></td>
</tr>
</tbody>
</table>
| All Fees and charges and Facility development and maintenance policy and directive to be reviewed. | Council is currently undertaking a review of its recreation fees and charges policy to include;  
  - Encourage increased participation, social equity and inclusion;  
  - Good governance and financial sustainability of recreation organisations within the city; and  
  - Ensure appropriate agreements are implemented to increase participation and sustainability of recreation groups. |
| Water charges to remain unchanged until a review of fees and charges policy and directive and a clear council position on water charges and irrigation of sporting fields is determined. |  
  - Water charges remain unchanged as a review has not been commenced.  
  - Lessees are currently able to access a water rebate subsidy on their annual water charges.  
  - The rebate can only be claimed for irrigation costs and must be verified and confirmed by council. |
| **- Management structures** |                                                                                                                                                                                                                         |
| Investigate increasing annual licence agreements to a period of 3 years to decrease administration requirements and provide increased certainty for tenure by users. | Recreation and property staff have investigated and identified several annual licence agreements that can be extended to decrease administration requirements:  
  - Long-term/ongoing: Personal trainers  
  - Netball Wodonga (Kelly Park); and  
  - Diamond Park (Model engineers & remote control car club). |
<table>
<thead>
<tr>
<th>Framework Area</th>
<th>Actions to date/Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Area: Governance</strong></td>
<td></td>
</tr>
</tbody>
</table>
| Identify and update existing long term lease agreements to reflect current operational arrangements and agreements, including charges. | - Completed and ongoing. Have completed updates with the following clubs:  
  - Wodonga Football and Netball Club;  
  - Wodonga Raiders Sports Club;  
  - Twin City Wanders Football Club; and  
  - Wodonga Tennis Centre (in progress). |
| Set up a system whereby the commencement of renewal negotiations commence at least six months prior to the expiration of each term/option. | - All leases and licence agreements dates have been entered into council’s IT systems, with reports, updates and reminders set and sent to both property and recreation staff weekly.  
- Lease and licence renewal requirements and negotiations are subsequently scheduled and commence immediately. |
| Implement a new lease agreement for Baranduda Tennis Club. | Completed. |
| St Monica’s Oval Implement a new licence agreement for access to the oval for St Monica’s Primary School. | Current lease arrangement with the school ends 2021. |
| Diamond Park - investigate the option for a user or users to become the crown land committee of management. | Executed their 2 year option in 2018. Management options to be discussed during lease renewal conversations in 30/6/2020. |

- **Management structures**
<table>
<thead>
<tr>
<th>Framework Area</th>
<th>Actions to date/Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Area: Governance</strong></td>
<td></td>
</tr>
<tr>
<td>Investigate the outcomes of the Gateway Island masterplan and its alignment with the governance structure and clarify the responsibilities of each party at the precinct.</td>
<td>Investigation and discussion will commence in 2020 in conjunction with their lease renewal.</td>
</tr>
</tbody>
</table>
| Ensure that any changes on the lease maintains its legal integrity. | • All renewals and extensions options negotiations for lease and licence agreements are referred to the property department for comment and legal advice.  
   • Once advice is received the correct negotiation and notification processes is followed.                                                                 |
| Investigate the establishment of advisory committees at major precincts to discuss precinct planning (the delivery of the masterplan), priorities, usage, communications and capital works. | Not yet commenced                                                                                                                                 |
| - Willow Park; Martin Park; and Diamond Park |                                                                                                                                                          |
| **- Asset management**         |                                                                                                                                                          |
| Explore options to reduce water and utility costs through energy efficiency works. | Energy efficiency works have been completed at several sites over the last 12/18 months:  
   • LED lighting upgrade and power factor correction monitor installed at Wodonga Sports and Leisure Centre. (Wodonga’s largest sporting utility complex);  
   • Continued rollout out council automated irrigation and lighting control systems (ITM);                                                                 |
<table>
<thead>
<tr>
<th>Framework Area</th>
<th>Actions to date/Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Area: Governance</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Kelly Park Netball &amp; Willow Park Soccer Field LED lighting upgrades; and • LED lighting upgrade planned for racecourse Exhibition Centre in 2019/20 budget. Council will continue to explore, implement and include energy efficiency solutions in all facility upgrades and retrospectives works.</td>
</tr>
<tr>
<td>Ground maintenance delivery model to be reviewed to ascertain the best quality, best cost approach that can be consistently applied across all precincts.</td>
<td>The grounds maintenance delivery model has been improved in recent years through an improved, best quality, best cost approach. A complete review has not yet commenced.</td>
</tr>
<tr>
<td>Baranduda Reserve Review the costs and levels of service to improve net cost to the council.</td>
<td>Not yet commenced</td>
</tr>
<tr>
<td><strong>- Asset management</strong></td>
<td></td>
</tr>
<tr>
<td>Gayview Park - Investigate sports development opportunities for the facility.</td>
<td>Not yet commenced</td>
</tr>
<tr>
<td>Monitor usage and access at the facility to support and accommodate additional training needs for the city.</td>
<td>Data is being collected to inform usage and allocation of grounds for training.</td>
</tr>
</tbody>
</table>
## Framework Area
### Area: Financial and sustainability

<table>
<thead>
<tr>
<th>Framework Area</th>
<th>Actions to date/Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Volunteers</strong></td>
<td>Council delivers a minimum of 3 capacity building workshops each year informed by community groups. Recent and future workshops have included;</td>
</tr>
<tr>
<td></td>
<td>- Grant writing skills/tips;</td>
</tr>
<tr>
<td></td>
<td>- Social media training;</td>
</tr>
<tr>
<td></td>
<td>- Getting to know your council (which outlines how to book events and facilities and apply for food handling certificates); and</td>
</tr>
<tr>
<td></td>
<td>- Creating inclusive and female friendly clubs and facilities.</td>
</tr>
<tr>
<td></td>
<td>Council are now providing flexible delivery methods to meet changing needs and encourage a broader range of participants through free online webinars. This year there will be four sessions on strategic planning and succession planning:</td>
</tr>
<tr>
<td></td>
<td>- Grant writing skills - including for council grants.</td>
</tr>
<tr>
<td></td>
<td>- Getting to know your Council - planning &amp; building advice on signage, building and facility upgrade approvals and requirements, council’s shared path network, playgrounds, free and accessible fitness equipment.</td>
</tr>
<tr>
<td><strong>Fees and Charges</strong></td>
<td>Encouraging sporting and community groups to start or continue to explore new and innovative ways to encourage and foster relationships local/state businesses and agencies through memberships, promotional and award offers. By offering new and flexible, junior development, offseason and modified formats of their programs.</td>
</tr>
<tr>
<td></td>
<td>Through providing clubs with correct processes and planning advice for sponsorship signage approval and installation.</td>
</tr>
<tr>
<td>Kelly Park - Investigate the waste charges</td>
<td>Refined waste arrangements and charges and these will be included in the lease.</td>
</tr>
</tbody>
</table>
## Framework Area

### Area: Financial and sustainability

| Associated with the Wodonga Tennis Centre lease. | Negotiations. |

## Joint Planning & Communication

Nominated clubs hold discussions with clubs regarding their priorities, challenges, and future plans.

- Discussions have been held with all Birallee Park and Kelly Park user groups during the masterplan update process regarding all of their individual priorities, challenges and future plans.
- Similar conversations have also been held with:
  - Wodonga senior and junior Football Clubs;
  - Wodonga Saints;
  - Wodonga Cricket club during the Martin park 2 oval pavilion upgrade proposal;
  - AFL North East, soccer clubs, Murray United, Albury Wodonga Football Association, rugby and athletics as part of the Baranduda Fields planning and consultation.

## Key Performance Indicators

Identify and establish performance indicators for all council facilities to measure performance and set usage targets.

| Work commenced. A range of KPI’s have been identified: Strategic – financial, sustainability, governance, qualification of staff, memberships, sponsorship, Facility management plan, capital planning and investment, business plans, insurances and policy. Operational – usage, attendance, facility presentation and audits, safety, maintenance, accessibility, occupancy – sub tenants & costs, complaint handling |

## Transparency

All licences and sub leases to provide itemised

| Council staff have worked with the two major Lessees: |  |
### Framework Area

#### Area: Financial and sustainability

<table>
<thead>
<tr>
<th>Actions to date/Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>account of all charges to assist in transparency, clarity and certainty for these clubs.</td>
</tr>
<tr>
<td>- Wodonga Football and Netball; and</td>
</tr>
<tr>
<td>- Wodonga Raiders football and Netball clubs.</td>
</tr>
<tr>
<td>- Sub tenants have now been provided with an accurate summary of their operating and outgoing costs for 2018/19.</td>
</tr>
<tr>
<td>- All sub tenants use and access at each facility used to calculated appropriate fees and charges.</td>
</tr>
<tr>
<td>- New accounts explained and communicated to all sub tenants at the beginning of their respective season to provide more transparency and clarity in the fees they are being charged.</td>
</tr>
</tbody>
</table>

This process will continue on an annual basis with Council, lease holders and sub tenants at these sites.

This process will be used across other council facilities and written into any new/renewed lease and licence agreements.
<table>
<thead>
<tr>
<th>Framework Area</th>
<th>Actions to date/comments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Area: Conditions of use</strong></td>
<td></td>
</tr>
<tr>
<td>- Facility user guide</td>
<td>Develop a facility user’s guide that outlines how Wodonga Council provides facilities including access, costs, and conditions of use and occupancy arrangements.</td>
</tr>
<tr>
<td>- Terms and conditions</td>
<td>Implement a new booking process with Netball Wodonga for the hiring of the netball facility.</td>
</tr>
</tbody>
</table>
| | Wodonga Athletics Complex - Undertake discussions with Wodonga Little Athletics Club and Wodonga Athletics Club on the option of a lease agreement or to take on the responsibility of the facility bookings process. | • Discussions have commenced.  
• Process is partially in place for the use of equipment and canteen facilities. |
Instrument of appointment and authorisation by council

September 16, 2019

Laura Hawkins
Instrument of appointment and authorisation

In this instrument "officer" means -

Laura Hawkins

By this instrument of appointment and authorisation Wodonga City Council -

1. under section 147(4) of the Planning and Environment Act 1987 - appoints the officer to be an authorised officer for the purposes of the Planning and Environment Act 1987 and the regulations made under that Act; and

2. under section 232 of the Local Government Act 1989 authorises the officer generally to institute proceedings for offences against the Acts and regulations described in this instrument.

It is declared that this instrument -

(a) comes into force immediately upon its execution;
(b) remains in force until varied or revoked, and is taken to be revoked upon the officer ceasing employment at Wodonga City Council.

This instrument is authorised by a resolution of the Wodonga City Council on September 16, 2019.

The Common Seal of the Wodonga City Council was affixed hereto on September 16, 2019 in the presence of

.................................... ........................... ...........................
.. ................................... ...................................

Chief Executive Officer    Councillor    Councillor
Instrument of appointment and authorisation by council

September 16, 2019

Steven Hawkins
Instrument of appointment and authorisation

In this instrument "officer" means -

Steven Hawkins

By this instrument of appointment and authorisation Wodonga City Council -

1. under section 147(4) of the Planning and Environment Act 1987 - appoints the officer to be an authorised officer for the purposes of the Planning and Environment Act 1987 and the regulations made under that Act; and

2. under section 232 of the Local Government Act 1989 authorises the officer generally to institute proceedings for offences against the Acts and regulations described in this instrument.

It is declared that this instrument -

(a) comes into force immediately upon its execution;
(b) remains in force until varied or revoked, and is taken to be revoked upon the officer ceasing employment at Wodonga City Council.

This instrument is authorised by a resolution of the Wodonga City Council on September 16, 2019.

The Common Seal of the Wodonga City Council was affixed hereto on September 16, 2019 in the presence of

Chief Executive Officer Councillor Councillor

.................................... .................................... ....................................

.................................... .................................... ....................................
Instrument of appointment and authorisation by council

September 16, 2019

Ben Robinson
Instrument of appointment and authorisation

In this instrument "officer" means -

Ben Robinson

By this instrument of appointment and authorisation Wodonga City Council -

1. under section 147(4) of the Planning and Environment Act 1987 - appoints the officer to be an authorised officer for the purposes of the Planning and Environment Act 1987 and the regulations made under that Act; and

2. under section 232 of the Local Government Act 1989 authorises the officer generally to institute proceedings for offences against the Acts and regulations described in this instrument.

It is declared that this instrument -

(a) comes into force immediately upon its execution;
(b) remains in force until varied or revoked, and is taken to be revoked upon the officer ceasing employment at Wodonga City Council.

This instrument is authorised by a resolution of the Wodonga City Council on September 16, 2019.

The Common Seal of the Wodonga City Council was affixed hereto on September 16, 2019 in the presence of

Chief Executive Officer, Councillor, Councillor