



Community and Information Services Committee Meeting Agenda

**Tuesday, 18 April 2006
Council Chamber, 401 Greenhill Road, Tusmore**

Members: Councillor Wichkam – Chair
Her Worship The Mayor, Wendy Greiner
Councillors Bills, Collins, Davey, Gilbert, Harris, Hillier, Jacobsen,
Morley, Obst, Ward and Wilkins.

1. Apologies

2. Confirmation of Minutes

Recommendation

That the minutes of the Community and Information Services Committee meeting held on 21 March 2006 be taken as read and confirmed.

3. Consent Agenda

4. Officers Reports

4.1 Glenunga Tennis Club – Upgrade Funding Support p 3

4.2 Volunteering Report p 9

4.3 Lease Agreement – Kiosk, Burnside Swimming Centre p 15

5. Other Business

6. Closure

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Item No. : 4.1
Date : 18 April 2006
To : Community & Information Services Committee
From : General Manager Corporate & Community Services
Subject : Glenunga Tennis Club – Upgrade Funding Support
Attachments : Nil
Desired Outcome : A vibrant and diverse community that values, supports and creates a sense of belonging for its people

Purpose

To provide Elected Members with information regarding the Glenunga Tennis Club and alternative funding arrangements for the Clubroom upgrade.

Recommendation

1. That Council provides no additional support to the Glenunga Tennis Club for the Clubroom upgrade.
 2. That the Administration support the Glenunga Tennis Club where required, to develop a long-term facility management plan.
 3. That Council considers any future application for major capital works through the annual budget process.
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GLENUNGA TENNIS CLUB – UPGRADE FUNDING SUPPORT

Background

1. At the Community and Information Services Committee Meeting on 21 March 2006, Council discussed the application from the Glenunga Tennis Club for a Community Grant of \$2,000. It was recommended to Council that the application be denied, as it did not meet the eligibility criteria for the Community Grants Program. There was however, general support for improving the state of the clubrooms, recognising the important role sporting groups and associations play within the local community.
2. At the same Committee Meeting, Council resolved, *“That Council staff enter into further discussions with Glenunga Tennis Club regarding alternative funding arrangements for the kitchen/clubroom upgrade.”* (CS1505)
3. This report outlines relevant history and information relating to the Club and the building it currently leases from Council, and makes recommendation to assist with future funding for facility development.

Discussion

Financial Assistance with the Glenunga Tennis Club Courts

4. In August 2000, Council approved a proposal of the Glenunga Tennis Club to undertake capital improvements to the Kingsley Ave Tennis Court Complex. This involved the reconstruction of the three tennis courts and the installation of a court lighting system.
5. Council approved \$20,000 during October 2000 to contribute towards the project. The project experienced some delays and difficulties with construction, where a further \$5,000 was allocated in the 2002/2003 budget to assist the Club with managing the unexpected costs due to poor foundation materials. As the project progressed, significant remedial work was required resulting in expenditure exceeding any planned contingencies.
6. Early in 2003, the Glenunga Tennis Club approached Council to assist with significant project cost over-runs of approximately \$50,000. Council had agreed to provide a loan to the Glenunga Tennis Club for \$50,000 and sought to recover the principle amount over a 10-year period. To date, the Club has paid \$17,500 of this loan to date.

Obligations of the Lessee

7. The Glenunga Tennis Club has a standard lease agreement with the City of Burnside. In common with all other sporting clubs, this lease has been provided at a 'peppercorn rent' with an agreement that the club takes on the responsibility to maintain and repair the building during the term of the lease. This is stated in Section 3.8:
 - 7.1 At the Lessee's own cost and expense in all things to keep and maintain in good substantial repair order and condition the building or buildings and any of the fixtures and fittings on the Premises at all times.
 - 7.2 At its own cost and expense to erect install and supply any additional improvements fixtures and fittings reasonably required in writing by the Council for the protection and preservation of the Premises or any part thereof from time to time and for the safety and care of any persons who may be or may in the opinion of the Council be likely to be on the Premises or use any of the buildings improvements fixtures and fittings thereon from time to time.
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8. Given this obligation, Council has not sought to allocate capital improvement works funds for its leased facilities. Instead clubs are expected to plan and manage their finances to enable the ongoing maintenance of the condition of the building. Many clubs achieve this through membership, member sponsored activities or other fund raising ventures.

Condition of the Glenunga Tennis Club Building

9. In January 2004, a Building Maintenance Audit was conducted on the Glenunga Tennis Clubrooms on Kingsley Ave. The Audit found the building was generally in poor condition. The building was originally constructed in the 1930's and has experienced significant termite infestation. As a result, there is damage to internal wall linings and the roof sagging.
10. Due to the poor building condition, the Glenunga Tennis Club was approached during 2005 to discuss possible alternative location options. The Glenunga Croquet Club, situated quite close to the tennis courts and in substantially much better condition, presented as a possible opportunity for co-location.
11. The Croquet Club had previously had informal discussions with the Tennis Club about shared use of facilities, though no agreement was reached. Council discussions on co-location had similar results. The Tennis Club made it clear that the Croquet Club was not suitable due to its distance from the courts and inability to adequately view the tennis matches from the Croquet Clubroom.
12. In August 2005, the Glenunga Tennis Club approached Council for permission to build a verandah attached to the Clubroom, providing additional shelter for spectators. The City of Burnside gave consent to the erection of the verandah, however stressed the importance of the lease obligations and for the Club to address the condition of the building.
13. In particular, the Club was informed that the construction of the verandah could occur providing: *"That the Glenunga Tennis Club agrees to repair and/or replace inside wall and ceiling linings by June 2006, or unless an alternative date is negotiated. The interior requires urgent attention and this condition reflects the Club's obligation to maintain the building to an appropriate standard – as indicated in Section 3.8.2 within the lease agreement."*

Funding Arrangements for Capital Works – Leased Buildings

14. Given the extent of previous financial assistance from Council, obligations of the lessee to maintain the building, the current poor condition of the building and the Club's choice of remaining in the building despite alternative accommodation options, it is recommended that further Council financial assistance should remain a low priority.
 15. From discussions with representatives from the Glenunga Tennis Club, the application for the City of Burnside Community Grant was to assist with internal improvements, such as the upgrade of the kitchen. This was a desirable but not an essential part of the project. The Club has indicated that if funding were not received, they would still be able to undertake the repair of the internal wall linings, as initially agreed with Council during 2005.
 16. Council needs to continue to manage requests from clubs in a fair and equitable manner. Given the poor state of many of the Council owned facilities, the occasional grant to a Club may generate animosity within the community if others are not provided the opportunity to bid for building development works. The obligation however, must remain
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on Clubs as the lessee, to manage their financial arrangements to ensure that regular funds are set aside for the maintenance and repair of the building.

17. Council currently has a process for managing minor works requests from clubs. The Building Management Coordinator receives requests from the clubs and organisations, assesses the work required, prioritises this work according to the wide range of building maintenance and repair issues across the Council's sixty facilities (including leased buildings) and builds a maintenance program for the following financial year. Due to limited funds, this process addresses only building structural issues and excludes activities that are largely cosmetic or building improvement. In addition, the funds allocated to the program are in no way sufficient to readily address the wide range of building issues, which currently exist due to building age and neglect from some lessees.
18. An alternative strategy may be the establishment of a Minor Capital Works Community Grant Fund for Council Leased Buildings. This should be separate to the Community Grants Program, which is essentially seeking 'social' outcomes. The Capital Works Community Grant Fund would encourage clubs and organisations to 'build a case' for minor financial assistance, providing an open and fair process with approvals ranked according to greatest and most urgent need. It is important to note however, that Council already financially supports the lessees through the 'peppercorn rent' arrangements. In addition, given the age and condition of many of the leased buildings, the demand would be high and continue to grow. Council would need to find additional resources for the grant program, which has not traditionally been accounted for in the annual operating budget process. For these reasons, this strategy is not recommended.
19. For many Sporting Clubs, the State Government has been able to provide a source of funding for major capital development projects. The Community Recreation and Sport Facilities Program of the State Government provides funding support to community-based organisations, schools, Local Government and State sporting and active recreation associations to assist in the development of existing or new facilities that meet the active recreation and sport needs of the community.
20. Applications for the State Government funding are seen more favourable where an organisation works in partnership with Local Government – either to assist in long term facility planning or through the provision of matched funding.
21. It is recommended that the Administration where required, assists the Glenunga Tennis Club to determine a long term facility management plan, and consequently provide information and written support for the Club to apply for major capital works funding through the State Government's Facilities Program for recreation and sport.
22. In addition, where any club has established a Business Case for a major capital works project which requires matched financial support, this may be brought to Council via the annual budget process, for consideration.

Summary

23. The Glenunga Tennis Club has had a history of financial support from Council through assistance with improvement of its court facilities and peppercorn rent for use of the building facility. The Club however, currently operates within a building of poor condition with an obligation to undertake maintenance and repair. Recently, the Club has built a large verandah and has also committed to Council that it will undertake works to improve the building interior. It is not recommended to provide any additional assistance to the Club financially at this stage.
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24. It is recommended that Council generally supports long-term and coordinated facility planning and considers any future major capital works bids from the Club or other sporting associations through the annual budget process.

Item No. : 4.2
Date : 18 April 2006
To : Community & Information Services Committee
From : General Manager Corporate & Community Services
Subject : Volunteering Report
Attachments : Nil
Desired Outcome : A vibrant and diverse community that values, supports and creates a sense of belonging for its people

Purpose

To update Elected Members on volunteering within the City of Burnside.

Recommendation

That the Report be received.

VOLUNTEERING REPORT

Background

1. Throughout Australia, volunteers are playing an increasingly vital role in the day-to-day functioning of our communities.
2. Volunteering contributes an estimated \$42 billion per annum to the Australian economy. In 2004, 6.3 million Australians over the age of 18 years volunteered in Australia contributing approximately 836 million hours, with each volunteer donating an average 132 hours of their time.
3. South Australia has the highest volunteer rate of all the States and Territories, with 38 per cent of our State's population involved in volunteering activities. The City of Burnside certainly has its fair share of these volunteers, with approximately 394 people currently working in our 24 Council programs and hundreds more working for various other community service organisations throughout the area.

Discussion

Volunteer Recruitment & Selection

4. According to feedback from our current volunteer application forms and general discussion at orientations, the majority of our volunteers have said they volunteer at Burnside because they want to help others and they gain personal satisfaction from helping others in the community. Other reasons for volunteering include the chance to mix with others, new experiences, a sense of belonging and responsibility and above all, for fun and enjoyment.
5. Volunteers learn about our volunteering program in several ways - through word-of-mouth from other volunteers, by calling in off the street, through advertisements in the print media or via our website, or through promotion via existing volunteer programs. In specific cases, the Council may contact schools, churches or other community groups looking for recruits for a particular program. Application forms and information brochures can be downloaded from Council's website.
6. The Coordinator of Volunteers actively recruits new volunteers and handles their training and development. When a person expresses interest in becoming a volunteer, a brief explanation of the different areas they can work in and an overview of the volunteer roles are provided. If the candidate is still interested, they will undergo an informal interview with the Coordinator, which determines options for the most suitable placement within Council services.
7. The Coordinator of Volunteers assists with the entry and induction processes for each volunteer, while the Program Supervisor will manage their daily activity. The Program Supervisor also decides the number of hours a volunteer will work based on their requirements and the volunteer's desired level of involvement.
8. Sixty new volunteers have been orientated from July 2005 to March 2006, which demonstrates the continued effort to attract and recruit volunteers to participate in Council programs and activities.

Training and Induction

9. Once appointed, the volunteer undergoes an induction process similar to the process that all new staff go through. This includes instruction in our customer service standards; Occupational Health & Safety; emergency evacuation procedures; confidentiality; and our
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organisation's values, standards and policies. In addition, all volunteers will receive training and induction to the specific work area, including any standard operating procedures and safe le, covers such topics as manual handling, essential first aid and driver awareness.

10. The Coordinator of Volunteers assists with appropriate follow-up for all volunteers to ensure the training and information have been suitable for the specific roles. Once the volunteer is established in their role, the Coordinator of Volunteers works closely with the program supervisor to monitor general work needs and requirements. In the near future, performance reviews specifically designed for volunteers will be introduced to improve ongoing communication between program supervisors and volunteers.

National Standards

11. Volunteering Australia has developed, through consultation with volunteer involving organisations and projects in the not for profit sector, national standards which represent and explain the tenets of "best practice" in the management of volunteers.
12. The following points identify some of the policy considerations for volunteering as part of the process to implement the National Standards.
 - Interview and employ volunteers in accordance with anti discrimination and equal opportunity legislation
 - Provide volunteers with orientation and training
 - Define volunteer roles and develop clear job descriptions
 - Provide volunteers with a healthy and safe workplace
 - Provide appropriate and adequate insurance for volunteers
 - Acknowledge the contributions of volunteer staff
13. The City of Burnside Volunteer Program currently meets all the above considerations and seeks to continually improve to maintain high standards. For example, a 'Reward Scheme' for volunteers is currently being explored to enhance the volunteering experience and provide an additional means of recognising their value and contribution to the community.

Current Activities

14. The Kaleidoscope, the volunteer newsletter, is an important means of communication for volunteers. Vacancies are listed to encourage in-house volunteers to work in a new program, with the view to increasing the volunteer retention rate and to provide further opportunity to learn new skills. Currently, our main focus is to work smarter by 'cross training' volunteers in a number of programs so that program areas are covered during times when many people are on holiday.
 15. It was evident during the Vision 2020 public consultation process that accessible transport is vital to the community. Following the purchase of a new Toyota Hiace bus, a recent recruitment drive for new volunteer bus drivers has led to five new bus drivers. By utilising our pool of Community Transport volunteers, we can continue to work towards improving access to local activities, health and support services. Currently, the Aged Care Program is planning its activities with a view to using the newly recruited volunteers to assist clients accessing not only aged care services, but connecting people with other services and programs offered locally.
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16. Biodiversity volunteers have been propagating local indigenous plants from seed collected locally at Council's nursery. The first plant distribution day on the 5 April was a great success, with 60 Burnside residents receiving the plants for their own gardens, at no cost. The aim is to educate people about local flora conservation and to encourage the planting of indigenous species, providing habitat for local wildlife and conserving water at the same time.
17. The Council's Library volunteer program will expand to train users to efficiently utilise the library resources to their full benefit. Volunteers will be trained as 'tour guides' in the Library to show people how to use the Library catalogue to locate books and resources. Not only will this help our customers to be confident and resourceful, this is yet another excellent example of designing volunteer programs to meet a specific need and " provide the opportunity to harnessing specific skill sets of our volunteers.
18. To celebrate National Volunteer Week, from 15 to 21 May, Council will again be hosting our Volunteer Appreciation Film Afternoon at the Chelsea Cinema on Wednesday 17 May at 3.00pm. Refreshments will be provided followed by the presentation of volunteer service awards and then the film show. This is one of two key 'thank-you' events held by Council and many volunteers look forward to the afternoon to catch up with friends and enjoy a good movie.

Current Volunteering Roles

19. The following provides an up to date breakdown of the number of people working in each program area within Council:

Burnside Community Centre

- Luncheon Program 8
- Justice of the Peace Program 33
- Reception 32
- Community Transport Drivers & Assistants 32
- Activity (i.e. Fitness, Tai Chi) 27
- Admin/General 7
- Tax Help 2

Pepper Street Arts Centre 42

Eastwood Community Centre 34

Dulwich Community Centre 2

Burnside Library

- Home Service (bus service delivering books) 45
- Collection/Maintenance (book repairs) 37
- Community Films 9
- Computing 15
- Promotions 6

Toy Library 8

Conservation and Land Management 24

Aged Care

- Social Support 3
- Transport 5

Graffiti Removal Program 26

Youth Programs

- Youth Concert Band 1
- Youth Radio 4
- Youth Advisory Committee 6

20. The current number of volunteers within the City of Burnside Volunteer Program is 394, with a small percentage performing more than one role within Council. This is significantly larger than the total number of people employed by the City of Burnside. Since July 2005, approximately 55 volunteers have left the program. The most common reason given is simply to enjoy full retirement, ill health or that the volunteer has entered paid employment.
21. As a strategy to engage and promote community participation in Council activities, the volunteer program is highly successful. In particular, the program plays an integral role in achieving Council's Vision 2020, where we seek to "contribute to residents' sense of community, belonging and pride" and "foster greater social diversity" through volunteering.

Summary

22. South Australia has an active volunteering sector and the City of Burnside has been successful in engaging the local community in a voluntary capacity to assist with the delivery of its services to the community. Volunteers play a critical role in Council services, and the volunteers themselves derive an enormous sense of personal satisfaction from the service they perform. It is a mutually beneficial contract that enriches the entire community.
 23. Our focus for 2006 is to not only maintain the high number of active volunteers within our programs, but to develop strategies to continuously improve within the National Standards of Volunteering.
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Item No.	:	4.3
Date	:	18 April 2006
To	:	Community & Information Services Committee
From	:	General Manager Corporate & Community Services
Subject	:	Lease Agreement – Kiosk, Burnside Swimming Centre
Attachments	:	Nil
Desired Outcome	:	Access to a range of education, health and support services that meet community needs and enhance lifestyles

Purpose

The Burnside Swimming Centre Kiosk currently operates under a management agreement, which will terminate at the end of the 2006/2007 season. This report seeks Council's in principle agreement to enter into a lease agreement with the current operators of the Kiosk to enable business continuity for the provision of kiosk services.

Recommendation

1. That pursuant to Section 202 of the Local Government Act 1999, the Council agrees, in principle, to enter into a lease with the current operators of the Kiosk at the Burnside Swimming Centre, for the area comprising the current kiosk area, subject to satisfactorily dealing with any representations that are made in response to the public consultation process.
 2. That Council affects Level 2 of its Public Consultation Policy.
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LEASE AGREEMENT – KIOSK, BURNSIDE SWIMMING CENTRE

Background

1. In May 2004, the City of Burnside called for Expressions of Interest for a suitable contractor to undertake the operation and management of the Kiosk located at the Burnside Swimming Centre, Hazelwood Park.
2. A Management Agreement to operate the Kiosk was signed between the City of Burnside and the successful party, commencing 9 October 2004, for a period of three years. The agreement established a fee payable to Council by the contractor for \$10,000 p.a., plus GST and indexed to CPI.
3. In a very limited market, the Management Agreement was a useful tool to quickly engage with a contractor to ensure the effective provision of Kiosk food services during the 2004/2005 pool season.
4. The agreement effectively terminates at the end of the 2006/07 season, therefore it is in the interest of both parties to seek a longer-term arrangement in the form of a lease to ensure continued provision of kiosk services to the community.

Discussion

Current Arrangement

5. The Kiosk at the Burnside Swimming Centre has traditionally been managed by an external provider. This has allowed Council to focus on the operational management of the swimming centre, has reduced the risks and costs involved in managing a Kiosk, and has also provided an additional revenue source that assists in off-setting the annual expenditure of the swimming centre.
6. Following the absence of a confirmed Kiosk contractor in 2004, an Expression of Interest process was undertaken and a Management Agreement was established with the preferred tenderer to gain a three year commitment to the Kiosk by the Contractor. A Management Agreement was used in preference to a Lease as it was a more expedient process to secure a contractor prior to the start of the 2004/05 season.

Lease Agreement

7. The current agreement terminates October 2007, which effectively means that the contractor has only one more season remaining of the three-year contract. The contractor has now demonstrated an ability to provide a popular kiosk at the swimming centre. The kiosk operator receives regular positive feedback from pool users and staff at the swimming centre have reported a good working relationship with the contractors and their staff. It is therefore desirable to maintain the arrangement in the longer term.
 8. The most appropriate longer-term arrangement is to establish a Lease Agreement, rather than renewal of the Management Agreement. The renewal of the Management Agreement is not preferred as it was initiated as a short-term solution to gain services at the Kiosk. Essentially, the contractor has 'exclusive possession' of the kiosk and it could be viewed that a further extension of the Management Agreement may have the characteristics of a lease and therefore in the case of a dispute, carry the rights and obligations legally associated with a landlord and tenant relationship. In addition, a service contract arrangement implies that Council has a degree on control over the operations of Kiosk and consequently carries the usual risks and liabilities where any Council service is outsourced to a private provider.
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9. A Lease Agreement is preferred as it provides greater clarity to the arrangement and is the standard practice where exclusive use of an area is required. A lease offers a different terms of agreement and focuses on the exclusive possession of a premises or area within a premises, to conduct a business, rather than the provision of a service. It is a landlord and tenant arrangement, where the rights and obligations of the lessor and the lessee are governed by the Retail and Commercial Leases Act 1995 (SA).
10. A lease provides the assurance of 'quiet possession' for the lessee and enables minimal interference with the conduct of their business. A lease also provides the necessary security for a business to invest in the upgrade and development of a facility. For Council, it provides greater assurance that the Kiosk will remain operational during the pool season in the longer term.
11. As the Kiosk operates on Community Land, any lease proposal must be consistent with the relevant Community Land Management Plan (CLMP) – in this case the CLMP for Hazelwood Park. This plan is based on legislative requirements, community needs and expectations, and the values and assets of Hazelwood Park. A key objective of the Plan is *'To provide and maintain a high quality recreation facility which meets the needs of the local and wider community.'*
12. The Hazelwood Park CLMP allows for a lease where exclusive possession of an area is in the interest of both parties. A lease will assist in achieving the Hazelwood Park CLMP objectives through offering a professionally run kiosk that meets customer needs and contributes to the overall 'value proposition' marketed by the swimming centre to the wider community.
13. According to the Hazelwood Park CLMP, the terms and conditions of a lease should ensure that the lessee undertakes proper management of the facility such that it is maintained in a safe and visually pleasing condition, and that the interests of Council and the public are protected. A lease agreement must provide a clear definition of the rights and responsibilities of both parties in relation to the property. In addition, to ensure that Council retains a measure of control over its assets, lease agreements, relative to most of Council's buildings, have been restricted to five years.

Proposed Process to Undertake a Lease

14. Section 202 (1) of the Local Government Act 1999 makes provision for Council to grant a lease or license over Community Land (including community land that is, or forms part of, a park or reserve). Section 202, Part (2) requires Council to follow the relevant steps set out in its Public Consultation Policy, before granting a lease or license relating to Community Land.
 15. According to the City of Burnside Policy on Community Consultation, a proposed Lease on Community Land requires a Level Two Public Consultation and the requirements are:
 - 15.1. Advertisement in the 'Eastern Courier' and Council's website
 - 15.2. Letter box drop to neighboring residents to Hazelwood Park
 - 15.3. Copies of the Community Land Development Plan made available at C-Desk
 - 15.4. Allow a minimum 21-28 days response
 16. If Council agrees in principle with the decision to enter into a lease agreement with the current operator of the Kiosk, a Level Two public consultation will occur. Submissions will be considered and where there is significant dissent from the local community or issues
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are unable to be satisfactorily resolved, then a Report will be prepared to Council for further consideration.

17. It is not proposed to allow open tender to leasing the Kiosk for several reasons: firstly, a competitive tender process has already been undertaken prior to the Management Agreement; secondly, the current market for this particular circumstance is limited due to its seasonal operations and a further tender process would produce limited benefits; and thirdly, the current kiosk contractors have to date provided a quality service that compliment the operations at the swimming centre.
18. It is proposed that the Lease Agreement will contain the same level of payments under the current service contract arrangements (currently \$10,300 p.a.) as the payment levels have been set at a commercial rate with annual CPI adjustment and contribute to the revenue of the swimming centre. This level of payment is above some other pool kiosk arrangements and reflects the greater patronage achieved by the Burnside Swimming Centre.

Summary

19. The Burnside Swimming Centre Kiosk currently operates under a Management Agreement, which will terminate at the end of the 2006/07 season. A good working arrangement exists with the current Kiosk operators, and a longer-term arrangement is desirable. A Lease Agreement will provide an appropriate longer-term arrangement and is consistent within the objectives of the Community Land Management Plan for Hazelwood Park.
 20. This report seeks Council's in principle agreement to lease the Kiosk and recommends a Level 2 public consultation prior to the establishment of a lease.
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