

Ordinary Meeting of Council Late Agenda Items

Tuesday 21 August 2018

Open Forum 5.30pm

Ordinary Meeting 6.00pm

Council Chambers, Civic Centre,
Stuart Highway, Katherine

- 15.1** Monthly Finance Report – July 2018 _____ 1-14
- 15.2** Grant Funding Agreement – Katherine Museum _____ 15-26



REPORT

FOLDER: Local Governance / Council Meetings / Financial Report

MEETING: ORDINARY MEETING OF COUNCIL – 21 AUG 2018

REPORT TITLE: MONTHLY FINANCIAL REPORT – JUL 2018

Purpose of Report

To receive and note the monthly financial report prepared by the Corporate Services Team and to adopt various budget changes.

General

The Local Government (Accounting) Regulations 18 states:

- (1) *The CEO must, in each month, lay before a meeting of the council a report, in a form approved by the council, setting out:*
 - (a) *the actual income and expenditure of the council for the period from the commencement of the financial year up to the end of the previous month;*
 - (b) *the forecast income and expenditure for the whole of the financial year.*
- (2) *The report must include:*
 - (a) *details of all cash and investments held by the council (including money held in trust);*
 - (b) *a statement on the debts owed to the council including the aggregate amount owed under each category with a general indication of the age of the debts; and*
 - (c) *other information required by the council.*
- (3) *If a council does not hold a meeting in a particular month, the report is to be laid before the council committee performing the council's financial functions for the particular month.*

OFFICER RECOMMENDATION

That it be recommended to Council:

That Council endorse the Financial Report for the month of JUL 2018.

Robert Jennings
CHIEF EXECUTIVE OFFICER

Delegation: Management Accountant, Anish P. Antony

Schedule of Attachments: Financial Report Executive Summary
Statements of Budget Comparison
Cash and Investment Reports
Debtors Report
Payment Listings

Financial Report Executive Summary

The following is a summary of the key issues and developments year to date.

● On track
 ● Monitoring
 ● Items to note

Summary

- The overall operating result to date, compared to budget is on track to meet forecast.
- Materials and over time wages for Waste Management Facility were approximately \$30K more than planned due to the WMF fire and the requirement of increased fills to remain on site
- \$235K of unspent grants from 2017-2018 are to be carried forward to 2018-2019. This includes \$5K - Rodeo, \$15K-CBD Public Art, \$89K - Hot Springs, \$28K-Airport, \$98K - Showgrounds lighting
- \$381K of unspent budget from 2017-2018 are to be carried forward to 2018-2019. This includes \$50K for Fleet, \$186K for Roads, \$92K for Footpaths, \$8K for Public art project and \$45K for Hot Springs
- **Cash Position**
Cash position is strong with investment maturing to meet the timelines for the Show Grounds, Sports Ground and CBD Projects

The table below shows the amount of debtors outstanding for the current and the previous month.

Debtors Analysis

The table below shows the amount of debtors outstanding for the current and the previous month.

Debtors have shown an overall increase of \$265 K at the end of Jul 2018.

	Jun-18	Jul-18
Rates debtors	473,303	409,456
Sundry debtors	97,185	418,457
Weighbridge debtors	179,737	187,581
Infringement - Animal	27,501	27,501
Infringement - Parking	10,678	11,072
Infringement - Litter/Camping	966	966
Total outstanding	789,370	1,055,033

Rates Debtors Analysis

Rates debtors have decreased by \$64K with \$409K still outstanding. Every reasonable effort is being made to recover all outstanding rates.

Sundry Debtors Age Analysis

The table below compares age analysis of current, 30 days, 60 days, 90 days and 120 days for the month of Jul 2018.

	Jun-18	Jul-18
Current	85,341	383,317
Over 30 days	-1,344	3,794
Over 60 days	8,079	20,501
Over 90 days	-27	6,633
Over 120 days	5,137	4,212
Total	97,185	418,457

The overall increase of \$321K in sundry debtors balance is mainly attributable to invoices sent to Dept of Infrastructure for \$263K Airport upgrade and \$63K invoice sent to Territory Families

Weighbridge Debtors Age Analysis

The table below compares age analysis of current, 30 days, 60 days, 90 days and 120 days for the month of Jul 2018.

	Jun-18	Jul-18
Current	104,080	141,563
Over 30 days	62,891	33,129
Over 60 days	850	5,872
Over 90 days	515	476
Over 120 days	11,401	6,540
Total	179,737	187,581

Weighbridge debtors have increased by \$8K during Jul-2018. Major invoices issued during July-2018 includes Cleanaway - \$15K, Atkin - \$9.2K, MT Bins - \$11K, NT Land Development - \$64K. Collections made during the month has positively impacted the balance

KATHERINE TOWN COUNCIL STATEMENT OF BUDGET ESTIMATE COMPARISON

As at 31 July 2018

	Original Budget	Budget Reviews	Revised Budget	Monthly Actual	YTD Actual	End of Year Forecast	Budget Variation
INCOME							
Rates and annual charges	8,234,326	-	8,234,326	4,037	4,037	8,234,326	
Statutory charges	61,200	-	61,200	14,519	14,519	61,200	
User charges	1,819,001	-	1,819,001	257,361	257,361	1,819,001	
Grants, subsidies and contributions	1,376,393	-	1,376,393	32,500	32,500	1,376,393	
Interest	395,555	-	395,555	-	-	395,555	
Reimbursements	88,473	-	88,473	5,928	5,928	88,473	
Other income	129,459	-	129,459	-	-	129,459	
Total operating income	12,104,407	-	12,104,407	314,345	314,345	12,104,407	-
EXPENDITURE							
Employee costs	4,502,570	-	4,502,570	426,394	426,394	4,502,570	
Materials, contracts and other expenses	5,679,983	-	5,679,983	167,685	167,685	5,679,983	
Total Operating Expenses	10,182,553	-	10,182,553	594,079	594,079	10,182,553	-
Operating surplus/(deficit) before depreciation	1,921,854	-	1,921,854	279,734	279,734	1,921,854	-
Depreciation	-	-	-	-	-	-	
Operating surplus/(deficit) before capital items	1,921,854	-	1,921,854	(279,734)	(279,734)	1,921,854	-
Net gain (loss) on disposal of assets							
Amounts received specifically for new or upgraded asset	545,000	235,376	780,376	263,673	263,673	780,376	
Net operating surplus/(deficit)	2,466,854	235,376	2,702,230	(16,061)	(16,061)	2,702,230	-

KATHERINE TOWN COUNCIL

CAPITAL INCOME & EXPENDITURE

As at 31 July 2018

	Original Budget	Budget Reviews	Revised Budget	Monthly Actual	YTD Actual	End of Year Forecast	Budget Variation
Sources of capital funding							
General revenue used for capital purposes	2,611,400	-	2,611,400	3,923	3,923	2,611,400	-
Other capital revenue sources:							
Proceeds from sale of capital assets	2,513,710	235,376	2,749,086	-	-	2,749,086	-
Grants and subsidies	380,877	380,877	380,877	-	-	380,877	-
Transfers from internally restricted funds							
Total capital funding	5,125,110	616,253	5,741,363	3,923	3,923	5,741,363	-
Application of capital funding							
Non current capital assets:							
Buildings and other structures	515,100	-	515,100	-	-	515,100	-
Plant and machinery	519,700	49,689	569,389	-	-	569,389	-
Infrastructure assets	3,364,710	538,075	3,902,785	654	-	3,902,785	-
Improvements	682,000	28,489	710,489	2,150	-	710,489	-
Furniture and equipment	43,600	-	43,600	1,118	-	43,600	-
Total	5,125,110	616,253	5,741,363	3,923	-	5,741,363	-
Brought forward amounts	-	-	-	-	-	-	-
Total capital expenditure	5,125,110	616,253	5,741,363	3,923	-	5,741,363	-

CASH AND INVESTMENTS
31 July 2018

GENERAL FUND	
Commonwealth Bank	\$
Balance as per bank statement, 31 Jul 2018	250925
Plus net outstanding deposits/(withdrawals)	
Adjusted cash at bank balance, 31 Jul 2018	<u>250925</u>

INVESTMENTS

FINANCIAL INSTITUTION	PRINCIPAL \$	INTEREST RATE %	EFFECTIVE DATE	MATURITY DATE	FINANCIAL INSTITUTION TOTALS \$	% FINANCIAL INSTITUTION
Commonwealth Bank	1,448,914		on call	on call	1,448,914	5.22%
AMP	1,003,159		on call	on call		
AMP	2,000,000	2.65	20-Feb-18	19-Nov-18	3,003,159	10.81%
NAB	5,500,000	2.70	11-Jul-18	9-Oct-18	5,500,000	19.80%
Bendigo	5,000,000	2.75	10-Jul-18	7-Nov-18	5,000,000	18.00%
Westpac Bank	1,000,000	2.70	6-Nov-17	6-Nov-18		
Westpac Bank	5,635,993	2.63	22-Nov-17	22-Nov-18		
Westpac Bank	2,011,501	2.64	26-Feb-18	26-Feb-19		
Westpac Bank	2,304,240	2.70	6-Nov-17	6-Nov-18		
Westpac Bank	1,870,466	2.70	22-Feb-18	22-Feb-19	12,822,200	46.17%

Total Investments

27,774,273 100.00%

TOTAL FUNDS (incl internally restricted funds)

28,025,197

DEBTORS REPORT
31 July 2018

Category	Current \$	30+ days \$	60+ days \$	90+ days \$	120+ days \$	TOTAL \$
Sundry	383,317	3,794	20,501	6,633	4,212	418,457
Weighbridge	141,563	33,129	5,872	476	6,540	187,581
Total						<u>606,038</u>

Infringements	Current \$	30+ days \$	60+ days \$	90+ days \$	> 12 months \$	TOTAL \$
Animal	-	133	-	2,463	24,905	27,501
Parking	504	135	336	979	9,118	11,072
Litter	-	-	-	-	-	-
Camping	-	-	-	-	966	966
Total						<u>39,539</u>

Current	\$					TOTAL
						\$
Rates		250		409,206		409,456
Grand Total						<u>1,055,033</u>

Arrears incl
interest & legal
fees

**Katherine Town Council
EFT Payment Listing
For the Month of July 2018**

Date	Ref No	Payee	Description	Amount
6-Jul-18	1616/3764-01	A 'taste' of Katherine NT	Supply 10 xRosella jam 110gms	100.00
13-Jul-18	1619/3764-01	A 'taste' of Katherine NT	VIC merchandise - 10/07/18	195.00
30-Jul-18	1623/3764-01	A 'taste' of Katherine NT	Supply jams & chutneys - VIC merchandise	80.00
19-Jul-18	1622/2509-01	AAT Kings	VIC bookings	465.50
19-Jul-18	1622/2287-01	Anbinik Kakadu Resort	VIC bookings	299.25
30-Jul-18	1623/2287-01	Anbinik Kakadu Resort	VIC bookings	358.75
30-Jul-18	1623/2332-01	Animal Tracks Pty Ltd	VIC bookings	783.12
6-Jul-18	1616/3447-01	Arafura Site & Street Sweeping	Sweeping of Urban and Industrial streets-June 18	9,639.96
30-Jul-18	1623/3447-01	Arafura Site & Street Sweeping	Sweep of Urban & Industrial streets - July 2018	8,914.37
30-Jul-18	1623/3643-01	Arnhem Bushtucker	VIC Merchandise	164.00
6-Jul-18	1616/312-01	Astral Contracting	Plumbing repairs various location	518.00
13-Jul-18	1619/312-01	Astral Contracting	Plumbing repairs various location	404.79
19-Jul-18	1622/312-01	Astral Contracting	Plumbing repairs various location	1,986.19
30-Jul-18	1623/312-01	Astral Contracting	Plumbing repairs various location	2,636.81
13-Jul-18	1619/2276-01	Aurora Kakadu Resort	VIC bookings	288.75
6-Jul-18	1616/2239-01	Australasian Performing Right	Background music - licence fee - 18/19	158.88
30-Jul-18	1623/9-01	Australia Post (NT)	Postage	1,897.62
30-Jul-18	1623/3688-01	Avanser Pty Ltd	2 x inbound rental 2017/18-tracking call - Jun 18	33.00
6-Jul-18	1616/2330-01	Aviair Pty Ltd	VIC bookings	1,326.50
13-Jul-18	1619/2330-01	Aviair Pty Ltd	VIC bookings	4,728.50
19-Jul-18	1622/2330-01	Aviair Pty Ltd	VIC bookings	2,430.75
30-Jul-18	1623/2330-01	Aviair Pty Ltd	VIC bookings	2,430.75
13-Jul-18	1619/682-01	Beagle Motor Inn (Westward Bound Pt	VIC bookings	122.50
6-Jul-18	1616/1255-01	Benash Maintenance Services	Monthly Fire Panel Service - Airport and CC, hand held fire equipment 6 montly service all facility and wireless alarm system	1,281.50
13-Jul-18	1619/1255-01	Benash Maintenance Services	Supply and install security panel Airport and VIC, 6 x gate remote, monthly security monitoring fee	6,523.24
30-Jul-18	1623/1255-01	Benash Maintenance Services	Monthly fire panel service and security monitoring fee	715.66
10-Jul-18	1617/2704-01	Bendigo Bank	Term deposits - investment	5,000,000.00
30-Jul-18	1623/2352-01	Best Western Pine Tree Motel	VIC bookings	109.37
30-Jul-18	1623/3261-01	Big 4 Batchelor Holiday Park	VIC bookings	253.75
13-Jul-18	1619/1314-01	Bishdun Pty Ltd trading as Nighthaw	Freight	91.96
30-Jul-18	1623/1314-01	Bishdun Pty Ltd trading as Nighthaw	Freight	396.88
19-Jul-18	1622/2514-01	Bittersprings Cabins and Camping	VIC bookings	148.75
30-Jul-18	1623/3143-01	Boab Nominees Pty Ltd	VIC bookings	590.63
19-Jul-18	1622/729-01	BOC Gases Australia Limited	Hire of gas containers	181.66
13-Jul-18	1619/2506-01	BookEasy Australia Pty Ltd	Bookeasy Fees 2017-2018- June 2018	590.87
30-Jul-18	1623/3827-01	Bungle Bungle Guided Tours	VIC bookings	1,398.25
6-Jul-18	1616/3821-01	C2 Esplanade Apartments	VIC bookings	306.25
13-Jul-18	1619/3823-01	Camera Warehouse	Supply 2 x trail camera	796.00
13-Jul-18	1619/1888-01	Car Parts	Supply 2 xtins paint, 2 x pkt reflectors, 10mm conduit, 2 x strobe lights, mirrors and ubolt to suit	381.65
19-Jul-18	1622/638-01	Cavs Mowing & Treelopping Service	Remove tree & stump grind - Giles Street	2,145.00
19-Jul-18	1622/537-01	Chamber of Commerce Northern Territ	Registration for June Women in Business	35.00
6-Jul-18	1616/782-01	Civica Pty Ltd	Authority Managed Services and Asset Management- July 2018	13,464.65
6-Jul-18	1616/3539-01	Clayton Utz Lawyers	Professional service-Emungalan Rd native title advice	3,072.30
30-Jul-18	1623/3826-01	Club Tropical Resort Darwin	VIC bookings	367.50
6-Jul-18	1616/383-01	Colemans Printing Pty Ltd	Printing & stationery	385.00
13-Jul-18	1619/383-01	Colemans Printing Pty Ltd	Printing & stationery	770.00

PLEASE CALL THE FINANCE DEPARTMENT IF THERE IS ANY QUERY ON THIS REPORT, OTHERWISE THE QUERY COULD BE TAKEN ON NOTICE

**Katherine Town Council
EFT Payment Listing
For the Month of July 2018**

Date	Ref No	Payee	Description	Amount
13-Jul-18	1619/1769-01	Compass Cleaning & Ground Maintenanc	Contract cleaning various location	3,090.94
30-Jul-18	1623/1769-01	Compass Cleaning & Ground Maintenanc	Contract cleaning various location	4,623.76
13-Jul-18	1619/3085-01	Crowhurst Goodline Katherine NT	Repair to Traxcavator	5,489.13
19-Jul-18	1622/3085-01	Crowhurst Goodline Katherine NT	Inspect and repair Track loader	2,353.63
30-Jul-18	1623/3085-01	Crowhurst Goodline Katherine NT	Reapirs belts & tensioners - Track Loader	1,191.72
6-Jul-18	1616/3745-01	CSG Business Solutions Pty Ltd	CSG retail display	235.40
30-Jul-18	1623/3745-01	CSG Business Solutions Pty Ltd	CSG retail display	235.40
30-Jul-18	1623/2935-01	Darwin FreeSpirit Resort	Staff accommodation	945.00
30-Jul-18	1623/2802-01	Darwin Harbour Cruises	VIC bookings	244.12
30-Jul-18	1623/773-01	Department of Defence	Rent	275.00
20-Jul-18	1620/1-01	Deputy Commissioner of Taxation	Payroll deductions	4,900.00
30-Jul-18	1623/2359-01	Djilpin Arts Aboriginal Corporation	VIC bookings	560.00
6-Jul-18	1616/2045-01	Dollars & Sense	Materials for VIC	49.69
30-Jul-18	1623/2045-01	Dollars & Sense	Supplies for Teddy Bear's picnic - Library	36.46
19-Jul-18	1622/425-01	Duncan Electrical Pty Ltd	Electrical repairs at various location	11,247.50
30-Jul-18	1623/425-01	Duncan Electrical Pty Ltd	Electrical repairs at various location	6,440.50
19-Jul-18	1622/3043-01	E.E. Muir & Sons Pty Ltd	Food - meeting	242.00
19-Jul-18	1622/3413-01	EASA	Counselling	580.80
6-Jul-18	1616/3442-01	eMerge IT Solutions Pty Ltd T/As No	Network management services, hosting services, metre reads and reinstatement of phone line	8,551.98
13-Jul-18	1619/3442-01	eMerge IT Solutions Pty Ltd T/As No	Point to point data connection hostings, IPECS phone set up, iphone plus covers and nomadnet	9,017.72
19-Jul-18	1622/3442-01	eMerge IT Solutions Pty Ltd T/As No	Supply 3 in 1 display port to HDMI DVI VGA	34.95
30-Jul-18	1623/3442-01	eMerge IT Solutions Pty Ltd T/As No	Computer	1,230.00
19-Jul-18	1622/3428-01	Everlon Bronze	Supply plaque - Parker	1,158.85
30-Jul-18	1623/3584-01	Ezko Property Services Pty Ltd	Contract cleaning -VIC, CC & Library	5,265.86
30-Jul-18	1623/747-01	Fig Leaf Pool Products	Supply a replacement chlorine probe	2,943.00
13-Jul-18	1619/3636-01	Fleetmatics	Subs fee for work field worker services	231.00
30-Jul-18	1623/2446-01	Flick Washroom Services	Monthly payment for supply sanitary disposal unit	467.53
6-Jul-18	1616/81-01	Furniture Discounts	Supply of 6 x computer chairs for Library	1,374.00
13-Jul-18	1619/2269-01	Gagudju Lodge Cooinda	VIC bookings	2,903.25
19-Jul-18	1622/2269-01	Gagudju Lodge Cooinda	VIC bookings	315.00
30-Jul-18	1623/2269-01	Gagudju Lodge Cooinda	VIC bookings	18,286.61
30-Jul-18	1623/3601-01	Gold Spur Design	Supply 4 x coffee mugs -VIC merchandise	64.00
6-Jul-18	1616/414-01	Hastings Deering (Australia) Limite	Caterpillar traxcavator	562,650.00
13-Jul-18	1619/3253-01	HeliSpirit	VIC bookings	1,787.62
19-Jul-18	1622/3253-01	HeliSpirit	VIC bookings	7,174.99
13-Jul-18	1619/91-01	Hohns	Supply 2 x weld mesh - Showgrounds	187.66
19-Jul-18	1622/91-01	Hohns	Supply 6 x plastic caps, 1 x cutting spray, spray paint	34.14
6-Jul-18	1616/3166-01	Horizontal Falls Seaplane Adventure	VIC bookings	2,812.00
30-Jul-18	1623/3166-01	Horizontal Falls Seaplane Adventure	VIC bookings	15,494.00
13-Jul-18	1619/3716-01	Hosepower Pty Ltd	Repair/replace hydraulic hose on Kubota	276.16
30-Jul-18	1623/2284-01	Howard Springs Holiday Park	VIC bookings	140.00
6-Jul-18	1616/3394-01	HWL Ebsworth Lawyers	Professional fees rendered -2018/19 Rates declaration	1,782.00
13-Jul-18	1619/3394-01	HWL Ebsworth Lawyers	Professional fees rendered - Kath Museum	2,242.00
13-Jul-18	1619/1692-01	Ibis Styles Katherine	VIC bookings	455.00
30-Jul-18	1623/1692-01	Ibis Styles Katherine	VIC bookings	309.76
13-Jul-18	1619/97-01	Imparja Television	Advertising	935.00
30-Jul-18	1623/97-01	Imparja Television	Advertising	990.00
13-Jul-18	1619/2919-01	Integrated Land Information System	14 x land title search services	383.60
30-Jul-18	1623/3682-01	IPAA Victoria	Robert Jennings : personal membership 18/19	248.60

**Katherine Town Council
EFT Payment Listing
For the Month of July 2018**

Date	Ref No	Payee	Description	Amount
19-Jul-18	1622/3819-01	Irwinconsult Pty Ltd	Inspection & preliminary report - Hots Springs	3,850.00
30-Jul-18	1623/2900-01	Kakadu Cultural Tours	VIC bookings	477.75
30-Jul-18	1623/2891-01	Kakadu National Park	Kakadu passes - June 2018	42,491.00
13-Jul-18	1619/2512-01	Katherine Aviation Pty Ltd	VIC bookings	507.50
30-Jul-18	1623/3614-01	Katherine Mini Excavations	Grave excavation	577.50
6-Jul-18	1616/835-01	Katherine Mitre 10	Supply 1 x spray bottle, bottles of acid, wire brush and plier	130.12
13-Jul-18	1619/835-01	Katherine Mitre 10	Miscellaneous hardware	252.42
19-Jul-18	1622/835-01	Katherine Mitre 10	Miscellaneous hardware and gas refill	234.93
30-Jul-18	1623/835-01	Katherine Mitre 10	Miscellaneous hardware	180.74
6-Jul-18	1616/3130-01	Katherine Motel	VIC bookings	218.75
13-Jul-18	1619/3130-01	Katherine Motel	VIC bookings	240.63
30-Jul-18	1623/3130-01	Katherine Motel	VIC bookings	533.75
13-Jul-18	1619/626-01	Katherine Office Supplies	Printing & Stationery	1,100.12
19-Jul-18	1622/626-01	Katherine Office Supplies	Printing & Stationery	107.34
30-Jul-18	1623/626-01	Katherine Office Supplies	Printing & Stationery	894.83
13-Jul-18	1619/3366-01	Katherine Outback Experience	VIC bookings	1,137.50
19-Jul-18	1622/3366-01	Katherine Outback Experience	VIC bookings	573.12
30-Jul-18	1623/3366-01	Katherine Outback Experience	VIC bookings	2,003.74
13-Jul-18	1619/498-01	Katherine Plastering & Tiling	Instalation of Cemetery plinths - row 41 and 42	11,000.00
30-Jul-18	1623/297-01	Katherine School of The Air	Refund of deposits	610.00
13-Jul-18	1619/968-01	Katherine Sign Management	Supply 10 x No Parking signs	284.00
19-Jul-18	1622/968-01	Katherine Sign Management	Supply 10 x Dumping signs	1,640.00
5-Jul-18	1615/1002-01	Katherine Town Council Social Club	Payroll deductions	576.00
6-Jul-18	1616/1654-01	Katherine Tree Maintenance	Supply mulch - Cenotaph	814.00
30-Jul-18	1623/514-01	Katherine Vet Care Centre Pty Ltd	Vet fees	512.25
13-Jul-18	1619/3031-01	Kimberley Air Tours	VIC bookings	1,745.62
6-Jul-18	1616/525-01	Knotts Crossing Resort	VIC bookings	301.87
13-Jul-18	1619/525-01	Knotts Crossing Resort	VIC bookings	157.50
30-Jul-18	1623/525-01	Knotts Crossing Resort	VIC bookings	348.25
19-Jul-18	1622/3091-01	Kwixtep Sales Pty Ltd T/A Adelaide	VIC bookings	135.63
30-Jul-18	1623/2340-01	Lake Argyle Cruises	VIC bookings	313.20
30-Jul-18	1623/477-01	LGANT Local Government Association	LGANT membership 2018/19 and supply of 100 x disability permits	16,777.00
30-Jul-18	1623/3563-01	Litchfield Motel	VIC bookings	708.75
30-Jul-18	1623/2354-01	Litchfield Tourist & Van Park	VIC bookings	104.12
6-Jul-18	1616/3527-01	LOGIQC Pty Ltd	Upfront cost & monthly subscriptions -May 2018	1,306.80
6-Jul-18	1616/144-01	Macs Hire	Staff PPE, uniforms and granules and contaminated waste bag	937.75
13-Jul-18	1619/144-01	Macs Hire	Staff uniform	1,896.73
19-Jul-18	1622/144-01	Macs Hire	Supply PPE	120.89
30-Jul-18	1623/144-01	Macs Hire	Staff uniform logo	13.20
6-Jul-18	1616/2515-01	Marksies Stockmans Camp Tucker Nigh	VIC bookings	140.00
19-Jul-18	1622/2515-01	Marksies Stockmans Camp Tucker Nigh	VIC bookings	700.00
30-Jul-18	1623/2515-01	Marksies Stockmans Camp Tucker Nigh	VIC bookings	1,382.00
30-Jul-18	1623/3609-01	Masterplan	Rodeo Relocation - Showgrounds	2,365.19
30-Jul-18	1623/3565-01	Mataranka Roadhouse	VIC bookings	525.00
13-Jul-18	1619/1322-01	McCoy's Garden Engineering	Mowing of East Parks	963.46
30-Jul-18	1623/3322-01	Metal Artwork Creations	Supply 2 x desk name base, 3 x plaques	84.70
30-Jul-18	1623/3723-01	Miss A K Adan	Reimburse staff uniforms	284.83
2-Jul-18	1613/3718-01	Miss S M Ross	Reimbursement meal allowance	314.10
30-Jul-18	1623/3718-01	Miss S M Ross	Reimburse staff uniforms	35.00
19-Jul-18	1622/2894-01	Motor Vehicle Enthusiasts Club Inc.	Refund of deposits	610.00
6-Jul-18	1616/1814-01	Mr D Murphy	Supply farewell present	300.00
13-Jul-18	1619/3774-01	Mr J Craven	Reimburse for EMIS food platter	25.00
3-Jul-18	1614/3386-01	Mr R Jennings	Reimbursement of internet subscription	2,464.38
13-Jul-18	1619/3386-01	Mr R Jennings	Fuel reimbursements	342.91

PLEASE CALL THE FINANCE DEPARTMENT IF THERE IS ANY QUERY ON THIS REPORT, OTHERWISE THE QUERY COULD BE TAKEN ON NOTICE

**Katherine Town Council
EFT Payment Listing
For the Month of July 2018**

Date	Ref No	Payee	Description	Amount
30-Jul-18	1623/3386-01	Mr R Jennings	Reimbursing Optus Home Internet subscriptions	84.39
13-Jul-18	1619/3469-01	Mr T Watkins	Repalced safety switches - Katherine East Community Centre	852.00
2-Jul-18	1613/3818-01	Ms D E Saunders	Refund of deposits	145.00
6-Jul-18	1616/3667-01	Ms M Helou	Meal reimbursement	47.00
2-Jul-18	1613/3222-01	Ms N J Hunter	Staff meal allowance	314.10
2-Jul-18	1613/3311-01	Ms R Jennings	Staff meal allowance	314.10
19-Jul-18	1622/3705-01	Ms S Crammond	Meal reimbursement	41.50
19-Jul-18	1622/2607-01	MT Bins	Pump out sewer pit at Airport	841.50
10-Jul-18	1618/3315-01	National Australia Bank	Term deposits - investment	5,500,000.00
13-Jul-18	1619/3806-01	NBN Co Ltd	Refund of deposits	565.00
19-Jul-18	1622/3131-01	Neopost Australia Pty Ltd	Service renew-onsite part, labour	577.50
6-Jul-18	1616/2409-01	Nitmiluk Tours	VIC bookings	30,725.05
13-Jul-18	1619/2409-01	Nitmiluk Tours	VIC bookings	16,764.43
19-Jul-18	1622/2409-01	Nitmiluk Tours	VIC bookings	14,161.69
30-Jul-18	1623/2409-01	Nitmiluk Tours	VIC bookings	49,075.67
6-Jul-18	1616/3595-01	Normist Pty Ltd T/A Katherine Tool	Supply 1 x bag of rags	29.70
30-Jul-18	1623/3595-01	Normist Pty Ltd T/A Katherine Tool	Supply 1 x blow gun - WMF	271.39
30-Jul-18	1623/479-01	Norsign (NT) Pty Ltd	Supply 10 x signs - Traffic Control	1,104.18
13-Jul-18	1619/1026-01	Northern Machinery Sales	Supply & deliver 30 trailers of cover materials	18,117.00
13-Jul-18	1619/1722-01	Outback Holiday Parks Pty Ltd T/A	VIC bookings	118.13
30-Jul-18	1623/1722-01	Outback Holiday Parks Pty Ltd T/A	VIC bookings	980.00
19-Jul-18	1622/3825-01	Pachard Goose Pty Ltd T/S McMinns	Hire of 4 x portable showers	742.50
6-Jul-18	1616/3820-01	Paladin Firearm Solutions	Firearms training - Andrew, Scott and Christoph	3,850.00
30-Jul-18	1623/2069-01	Palm Court Backpackers	VIC bookings	157.50
30-Jul-18	1623/2926-01	Pandanus on Litchfield	VIC bookings	139.99
30-Jul-18	1623/194-01	Paraway Motel Management Pty Ltd	VIC bookings	789.24
13-Jul-18	1619/2767-01	Patow 24 Hour Tilt Tray Service	Freight of forklift	242.00
19-Jul-18	1622/2767-01	Patow 24 Hour Tilt Tray Service	Vehicle towing	121.00
13-Jul-18	1619/3799-01	Pincha Salt	VIC merchandise	95.50
30-Jul-18	1623/3443-01	Pine Creek Railway Resort	VIC bookings	148.75
13-Jul-18	1619/3544-01	Pivotel Satellite Pty Ltd	Satellite phone monthly charge	15.00
6-Jul-18	1616/209-01	Power Projects	Installation of LED lights	13,099.92
19-Jul-18	1622/209-01	Power Projects	Power cycle thru Stlight gateway & inspect condition	808.50
30-Jul-18	1623/209-01	Power Projects	Investigate & repair streetlights - Lockheed	1,072.50
19-Jul-18	1622/3500-01	Puma Energy Australia Fuels Pty Ltd	Bulk ULS diesel - Depot- May 18	7,793.30
13-Jul-18	1619/2954-01	Queensberry Information Technology	Anuual Secure pay fee	495.00
6-Jul-18	1616/703-01	R Holt & Co Katherine Pty Ltd	Diposal of 2 x 200Lt drum waste oil - WMF	220.00
30-Jul-18	1623/211-01	R&M Motorcycle Repairs	Supply 2 x goggles for mowing	70.00
30-Jul-18	1623/1247-01	Randazzo Properties Pty Ltd	After hrs ac for Library 01/04/18 - 30/06/18	3,271.84
30-Jul-18	1623/2963-01	Reedy & Co Pty Ltd formerly T/A To	Supply 7 x name badges	105.00
5-Jul-18	1615/3206-01	RemServ	Payroll Deduction	2,281.10
19-Jul-18	1621/3206-01	RemServ	Payroll Deduction	2,280.90
6-Jul-18	1616/2450-01	Renfree Pastoral Co Pty Ltd	Mowing North and South Parks-May, Jun 2018	8,061.20
19-Jul-18	1622/2450-01	Renfree Pastoral Co Pty Ltd	Mow CC lawn on 09-Jul-2018	429.00
6-Jul-18	1616/2721-01	Rhads Security	Alarm call outs, security service, aerodrome	3,908.12
6-Jul-18	1616/212-01	RJ Motors	Rego inspection - CA 95 HJ	858.43
13-Jul-18	1619/212-01	RJ Motors	Repair/service for Kubota RTV	242.00
30-Jul-18	1623/212-01	RJ Motors	Repair electrical wiring HINO truck and Hook truck repair	1,656.13
6-Jul-18	1616/562-01	Rod & Rifle Pty Ltd Sporting Goods	Miscellaneous	19.80
19-Jul-18	1622/562-01	Rod & Rifle Pty Ltd Sporting Goods	Miscellaneous	34.90
6-Jul-18	1616/226-01	Rowlands Quarry	Supply of cover materials	10,647.38
6-Jul-18	1616/542-01	Rydges Darwin Central Hotel	VIC bookings	5,368.00
13-Jul-18	1619/3824-01	Sandpalms Roadhouse	VIC bookings	227.50

PLEASE CALL THE FINANCE DEPARTMENT IF THERE IS ANY QUERY ON THIS REPORT, OTHERWISE THE QUERY COULD BE TAKEN ON NOTICE

**Katherine Town Council
EFT Payment Listing
For the Month of July 2018**

Date	Ref No	Payee	Description	Amount
13-Jul-18	1619/3822-01	Sarah Mackie Photography & Design	Social media & website use	50.00
6-Jul-18	1616/2185-01	Scatt's Plumbing Services	Repair to leak near Katherine South Bore	1,694.22
13-Jul-18	1619/2222-01	SecurePay Pty Ltd	Web payments, fraudguard - monthly fee	27.78
30-Jul-18	1623/2271-01	Shady Lane Tourist Park	VIC bookings	511.87
30-Jul-18	1623/2056-01	St Andrews Serviced Apartments	VIC bookings	1,443.75
30-Jul-18	1623/1294-01	Sterling NT Pty Ltd	Contract cleaning	3,748.75
19-Jul-18	1622/3521-01	Tatiana Enterprises Pty Ltd T/A Pea	5 x monthly multi point SEO -May to Sep 20	1,100.00
13-Jul-18	1619/2223-01	TBM Installations	Replace split A/C at Waste Facility office	2,266.00
30-Jul-18	1623/2223-01	TBM Installations	Repairs to ac - VIC	297.00
6-Jul-18	1616/1018-01	Telstra	Telephone	6,094.85
6-Jul-18	1616/3369-01	TenderLink	Shoulder widening Florina & Gorge Road	345.40
6-Jul-18	1616/3755-01	Territory Animal Solutions	Ranger d'uties for 2 weeks	3,150.00
6-Jul-18	1616/3088-01	Territory Debt Collectors	Listing fees -Top End Aviation Pty Ltd	66.00
30-Jul-18	1623/3088-01	Territory Debt Collectors	Commision at 10% on \$896.76 - CBR Services	131.30
6-Jul-18	1616/3577-01	Territory Jerky Pty Ltd	VIC merchandise - 30 xTerritory Jerky pkt	82.50
6-Jul-18	1616/2887-01	Territory Rural	Supply 6 x ctn jumbo rolls and 2 x 48 toilet rolls	343.99
19-Jul-18	1622/2887-01	Territory Rural	Toilet roll for various location, grease, handtowel, dog food and cleaning products	2,699.61
30-Jul-18	1623/2887-01	Territory Rural	Supply 2 x boxes 72Ltr H/D garbage-Depot	155.10
6-Jul-18	1616/2001-01	Territory Springwater Pty Ltd T/A P	Supply bottled water - Library	15.19
30-Jul-18	1623/2001-01	Territory Springwater Pty Ltd T/A P	Supply bottled water - VIC	135.00
13-Jul-18	1619/949-01	The Historical Society of Katherine	Ground maintenance 01/04/18 - 30/06/18	5,549.25
6-Jul-18	1616/2571-01	The Stuart Hotel	City of Palmerston visit	240.00
19-Jul-18	1622/3604-01	The Sweetest Things	2 x boxes flowers - Jawoyn Funeral	80.00
13-Jul-18	1619/2923-01	Top Didj & Art Gallery	VIC bookings	254.62
30-Jul-18	1623/2923-01	Top Didj & Art Gallery	VIC bookings	944.12
6-Jul-18	1616/1802-01	Top End Backhoe Hire	Grave excavation	1,752.95
6-Jul-18	1616/262-01	Top End Rural Services	Supply socket poly fittings, elbow	6.89
13-Jul-18	1619/262-01	Top End Rural Services	Supply 2 x 25mm valves, solenoids and fittings	123.97
30-Jul-18	1623/262-01	Top End Rural Services	Supply 2 x saddle and 1 x clamp	144.35
13-Jul-18	1619/263-01	Top News	CC, VIC and Library paper & magazines 17/18-Jun 18	765.34
19-Jul-18	1622/2758-01	Tourist Information Distributors	Supply 10 x laminated maps	55.00
13-Jul-18	1619/2560-01	Town Caravan Park	VIC bookings	354.38
13-Jul-18	1619/2404-01	Tradelink	Sleeve repair & freight - Big Bore Show	196.60
2-Jul-18	1613/1712-01	Transpacific Cleanaway Pty Ltd	Garbage collection fees for May 2018	37,117.82
30-Jul-18	1623/1712-01	Transpacific Cleanaway Pty Ltd	Garbage collection fees for June 2018	29,782.89
13-Jul-18	1619/3812-01	Tyre Power	Repair/replace outside left rear - HINO	280.50
30-Jul-18	1623/3812-01	Tyre Power	Repairs to Kio Rio - Ranger car	260.00
19-Jul-18	1622/2658-01	United Card Services Pty Ltd	Fuel Cards - June 2018	3,701.44
19-Jul-18	1622/3437-01	Utopia Australia	VIC merchandise	1,418.56
6-Jul-18	1616/2924-01	Wetland Explorer Cruises	VIC bookings	507.50
13-Jul-18	1619/2924-01	Wetland Explorer Cruises	VIC bookings	122.50
30-Jul-18	1623/2924-01	Wetland Explorer Cruises	VIC bookings	577.50
13-Jul-18	1619/3731-01	Where's Wallys Plumbing and Mainten	Repair 80mm irrigation PVC-Oval 2 Sportsground and Showgrounds	2,242.14
6-Jul-18	1616/630-01	Woolworths Limited	Groceries	282.03
13-Jul-18	1619/630-01	Woolworths Limited	Groceries	89.69
19-Jul-18	1622/630-01	Woolworths Limited	Groceries	219.78
30-Jul-18	1623/630-01	Woolworths Limited	Groceries	161.19
19-Jul-18	1622/3385-01	Wright Express Australia Pty Ltd	Puma fuel card - June 2018	762.62
13-Jul-18	1619/71-01	YMCA of the Northern Territory Ltd	Aquatic center management - June 2018	20,345.00
		Total		11,709,886.33

Katherine Town Council Cheque Payment Listing For the Month of July 2018				
Date	Ref No	Payee	Description	Amount
04-Jul-18	00103175	RTM	Registration & Third Party Insurance	3,357.45
05-Jul-18	00103176	Katherine High School	Donations/Gifts	610.00
05-Jul-18	00103177	Department of Enviroment and	Annual Fees - Environment Protection Licence	1,049.25
06-Jul-18	00103180	Jacana Energy	Electricity charges	15,791.62
16-Jul-18	00103184	Power Water	Water and sewerage charges	13,392.68
19-Jul-18	00103187	RTM Dept of Infrastructure	Lands & Property Transfer Reports 2018/19 and supply of valuation services and tableau licencing fee	23,980.60
27-Jul-18	00103188	RTM	Registration & Third Party Insurance	586.50
27-Jul-18	00103189	RTM Police, Fire and Emergen	Annual fire alarm fee 18/19	2,491.50
02-Jul-18	00103172	Justin Stanley	Refund of deposits	90.00
05-Jul-18	00103178	Graham H Hunter	Refund of deposits	145.00
02-Jul-18	00103171	Michelle Carlson	Refund of deposits	145.00
19-Jul-18	00103186	Community Affairs Committe D	Refund of deposits	565.00
19-Jul-18	00103185	North Australian Aboriginal Jus	Refund of deposits	565.00
02-Jul-18	00103173	Kintore Street School	Refund of deposits	565.00
27-Jul-18	00103190	Wright Carpentry	Refund of overpayment	1,211.44
		TOTAL		64,546.04

**Katherine Town Council
Payroll Payment Listing
For the Month of July 2018**

Date	Payee	Description	Amount
5-Jul-18	All staff	Pay period ended 01/07/2018	107,409.75
5-Jul-18	Staff 347, 383 and 552	Non cycle pay period 1	6,057.27
9-Jul-18	Staff 347 and 552	Non cycle pay period 2	19,835.65
10-Jul-18	Staff 202	Non cycle pay period 3	3,708.09
11-Jul-18	Staff 202	Non cycle pay period 4	1,321.91
12-Jul-18	Staff 202	Non cycle pay period 5	10,009.41
17-Jul-18	All staff	Pay period ended 15/07/2018	112,965.41
19-Jul-18	Staff 383	Non cycle pay period 6	-
24-Jul-18	Staff 379	Non cycle pay period 7	1,611.57
24-Jul-18	Staff 527	Non cycle pay period 8	2,126.11
27-Jul-18	Staff 379	Non cycle pay period 9	1,380.63
31-Jul-18	All staff	Pay period ended 29/07/2018	107,152.22
		Total	\$ 373,578.02



REPORT

FOLDER: Finance / Grant Funding / Katherine Museum
MEETING: ORDINARY MEETING OF COUNCIL – 21 AUGUST 2018
REPORT TITLE: GRANT FUNDING AGREEMENT – KATHERINE MUSEUM

PURPOSE OF THE REPORT

In response to the Katherine Town Council's application for grant funding for the Katherine Museum, the Minister for Tourism and Culture NT, has approved funding of \$68,000 under the 2017-2018 Regional Museum Grant support programme for the Katherine Museum Interactive and Sensory Display project.

Background

The Katherine Museum is looking to create a sensory experience by combining art and culture in various forms that drive customer engagement.

The project will integrate perfectly into the other Katherine tourism and culture offerings such as the now funded Nitmiluk cultural experiences, Godinymayim Yijard Rivers Arts and Culture Centre contemporary art experiences, the Mimi Arts and Top Didj shops as well as the Hot Springs leisure activities with aboriginal interpretations that are currently under way.

The exhibit will enhance the NT Indigenous Tourism experience in Katherine whilst also providing NT economic benefit.

The Katherine Museum displays will bring to life the significant stories, history and heritage of the region. This project will support the research, planning and design of new interactive exhibition displays for the Katherine Museum with a focus on delivering sensory experiences.

OFFICER RECOMMENDATION

That it be recommended to Council:

That the Mayor and Chief Executive Officer be authorised to execute the Grant Funding Agreement for the Katherine Museum and affix the Common Seal as required.

A handwritten signature in blue ink, appearing to read 'Robert Jennings', written over a horizontal line.

Robert Jennings
CHIEF EXECUTIVE OFFICER

Delegation: Nil
Schedule of Attachments: Nil



Ms Maria Helou
Manager
Katherine Visitor Information Centre
Katherine Town Council
PO Box 1071
KATHERINE NT 0850
Maria.Helou@ktc.nt.gov.au

Arts NT
Level 1, 9 Cavenagh Street
DARWIN NT 0800

Postal Address
PO Box 1448
DARWIN NT 0801

T 08 8999 8981
F 08 8999 8949
E arts.office@nt.gov.au

Our Ref: GTS # 1252790

Dear Ms Helou

RE: Katherine Museum Interactive and Sensory Display

The Minister for Tourism and Culture has approved funding of \$68 000 under the 2017-2018 Regional Museums Grant Support Program for the above activity.

The funding is conditional and certain contractual obligations accompany the release and expenditure of grants funds. These are detailed in the attached Conditions of Grant Agreement. Please ensure that you read this information carefully and that you abide by the grant acknowledgement and acquittal guidelines.

If you wish to accept the offer of a Regional Museums Grant, please sign and return a copy of the enclosed Conditions of Grant Agreement to Arts NT as soon as possible in order for your payment to be processed.

Please:

- sign two copies of the agreement as the grant recipient
- retain one copy for your records
- sign and complete the enclosed NTG Supplier form and return it to Arts NT with the signed Agreement

If you have any queries regarding your grant payment, please contact Kita Taylor on 8999 6127. Regional or remote callers may wish to use the toll free service on 1800 678 237.

Yours sincerely

A handwritten signature in black ink, appearing to read "Angela Hill".

ANGELA HILL
Acting Senior Director, Arts NT and Screen Territory

22 June 2018



FUNDING AND PERFORMANCE AGREEMENT
NORTHERN TERRITORY ARTS GRANTS PROGRAM
REGIONAL MUSEUM PROGRAM CATEGORY: Recipient Only

PLEASE READ THE WHOLE OF THIS AGREEMENT CAREFULLY, INCLUDING THE SCHEDULES. If you wish to enter into this agreement, you should indicate your acceptance by signing and dating this agreement in the space provided, and returning one signed copy to: The Director, Arts NT, Department of Tourism and Culture, GPO Box 1448, DARWIN NT 0801.

AGREEMENT made this day of 2018

BETWEEN

NORTHERN TERRITORY OF AUSTRALIA (ABN 84 085 734 992) ("the Territory"), through the Department of Tourism and Culture,

c/- Arts NT
Level 1, 9 Cavenagh Street
DARWIN NT 0800

AND:

Katherine Town Council
("the Recipient") as detailed in Schedule 2

RECITALS:

1. The Territory has agreed to provide the Recipient Funding on the terms set out in this Agreement.
2. The Recipient has agreed to use the said Funding in a manner consistent with the terms of this Agreement.

NOW IT IS AGREED as follows:

1. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement terminates and replaces all previous written and oral agreements (if any) and constitutes the entire agreement between the parties and shall not be altered, added to or amended other than in writing signed by each of the parties.

2. AMOUNT OF FUNDING

- (a) The Territory agrees to pay to the Recipient the sum of \$68 000 plus GST ("the Funding").
- (b) The Funding will be paid in one instalment upon receipt of a signed *Arts Grant Agreement* or as otherwise agreed between the parties

3. APPLICATION OF FUNDING

- (a) The Recipient must use the Funding for the purpose described in Schedule 1 (the "Project").
- (b) The Recipient must hold the Funding at an approved financial institution in the name of the Recipient.

4. COMPLETION OF THE FUNDED ACTIVITY

The Recipient must complete the Project by **30 June 2019** unless the Territory agrees otherwise.

5. BUY LOCAL REQUIREMENTS

- (a) The Recipient acknowledges the Territory's:
 - (i) commitment to the development of business and industry in the Northern Territory; and
 - (ii) support for Territory Enterprises.
- (b) The Recipient must, except in those cases where the Recipient can reasonably demonstrate to the Territory that it is impractical for commercial, technical or other reasons so to do:
 - (i) use labour, including apprentices and trainees and Indigenous labour, available with the Northern Territory; and
 - (ii) use the services located and obtain supplies/material available within the Northern Territory

6. STRUCTURE OF THE ORGANISATION

If the Recipient is an incorporated organisation, it must:

- (a) provide a copy of the certificate of incorporation; a list of current Board/Committee members and a copy of the Rules/Articles within fourteen (14) days of the execution of this Agreement; and
- (b) notify any changes to the composition of the Board/Committee or the Rules/Articles fourteen (14) days of any such change.

7. MANNER OF CARRYING OUT ACTIVITIES

In carrying out the Project, the Recipient will ensure that its activities are carried out in a manner which:

- (a) complies with applicable Australian and NT laws
- (b) is consistent with the provisions of the *Associations Act (NT)*; the *Corporations Act 2001 (Cth)*; and the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*; or any Act under which the organisation is constituted;
- (c) complies with:
 - (i) all workplace health and safety requirements as set out in the *Work Health and Safety (National Uniform Legislation) Act*; and
 - (ii) workers' compensation and rehabilitation requirements as set out in the *Return to Work Act*;
- (d) ensures salaries and allowances paid to persons involved in the business of the Recipient are in accordance with any applicable award or agreement in force under any relevant law on industrial or workplace relations;
- (e) demonstrates appropriate open recruitment and management procedures that are consistent with the *Anti-Discrimination Act*;
- (f) duly considers the dignity, worth, independence and basic human rights of individuals;
- (g) allows the provision of information to the Territory about the operations of the Recipient, including enquiry and complaint procedures used by the Recipient; and
- (h) generally seeks to encourage excellence, access, diversity and participation.

8. WORKING WITH CHILDREN

The Recipient agrees that, if the Project involves:

- (a) Employing or engaging people (including volunteers) under the age of 18 with or without financial compensation; or
- (b) exhibition or distribution of depictions of children under the age 18 years,

then the Recipient will comply with the Australia Council's *Protocols for Working with Children in Art* as well as the Northern Territory *Care and Protection of Children Act* and any relevant laws as they exist in the state or territory in which the Recipient will be working. This may include the Recipient obtaining permits and parental consents, copies of which will be provided to the Territory if requested.

It is compulsory for Territorians who work in a nominated group of child-related employment categories to receive their Working with Children Clearance and Ochre Card. Refer to www.workingwithchildren.nt.gov.au or contact SAFE NT on 1800 SAFENT (1800 723 368) for details.

If the Recipient fails to comply with this clause 8, the Territory may immediately terminate this agreement with Recipient and require the return of the Funding provided to the Recipient under this Agreement.

9. ACQUITTAL REQUIREMENTS

- (a) To fully acquit the Funding, the Recipient must provide the Territory with a written and financial report of the Project described in **Funding Purpose** including Key Performance Indicators as described in Schedule 1, within thirteen (13) weeks of the completion of the Project, which is 29 September 2019.
- (b) All reports received are the property of the Territory and may be used for promotional purposes.
- (c) For Funding up to and including \$10,000 (GST exclusive), the Recipient must in addition to the requirements set out in Clause 9(a) and 9(b), submit:
 - (i) a signed breakdown of income and expenditure for the Project, including In-kind Support.
- (d) For Funding over \$10,000 up to and including \$25,000 per year (GST exclusive), the Recipient must submit an income and expenditure statement signed by a person who is duly elected or appointed pursuant to the Constitution or Memoranda of Articles of the Recipient and who has been duly authorised by the Recipient to do so, certifying that the Funding has been expended on the Project.
- (e) For Funding over \$25,000 per year (GST exclusive), the Recipient must submit an audited financial statement clearly identifying the Funding.
- (f) If the Recipient produces a document or information (hard copy, electronic or otherwise) that is a publication for the purposes of The Publications (Legal Deposit) Act 2004, it must, in accordance with that Act, provide a copy of such publication to the Collections Development Manager, Northern Territory Library, who is responsible for the administration of *The Publications (Legal Deposit) Act 2004*.

10. CONFIDENTIALITY OF INFORMATION

- (a) The Territory acknowledges that information provided to it by the Recipient may be of a confidential nature and as such the Territory will, subject to clause 10(b), treat all information provided by the Recipient as confidential.
- (b) The Recipient acknowledges that the Territory is subject to the *Information Act (NT)* and that if the Territory receives a freedom of information request relating to information the Recipient has provided to the Territory, the Territory will be required by law to disclose such information.

11. ACKNOWLEDGEMENT

The Recipient must, unless otherwise agreed, acknowledge the support of the Territory in all media releases and promotional materials as follows:

- (a) by using the Northern Territory Government logo (as represented below):



- (b) Where it is not possible or appropriate to use the logo (e.g. during a speech), the Funding must be acknowledged by the phrase "Proudly sponsored by the Northern Territory Government".
- (c) The Territory reserves the right to limit and withdraw the use of the Northern Territory Government name and logo by the Recipient.
- (d) The Recipient is encouraged to invite the Minister for Tourism and Culture or his/her representative to attend any launch or opening associated with the Project and, if there are speeches, to speak at the launch or opening.

The logo is available from Arts NT and on the website at: www.arts.nt.gov.au

12. GOODS AND SERVICES TAX (GST)

- (a) For the purposes of this clause unless the context otherwise requires, any term used in this clause that is referred to in *A New Tax System (Goods and Services Tax) Act 1999* will have the meaning which it has in that Act.
- (b) If the Recipient is registered for GST:
- the Funding provided for under this Agreement is inclusive of GST and therefore the Territory will not be liable to pay the Recipient any additional amounts, over and above the Funding, for any GST incurred when the Funding is received;
 - The Recipient agrees that the Territory will create and issue a "Recipient Created Tax Invoice" and/or adjustment notes in respect of the Funding; and
 - if the Recipient ceases to be registered for GST, the Recipient must repay to the Territory an amount equal to 1/11 of the Funding less the actual GST cost incurred by the Recipient
- (c) If the Recipient has an ABN but is not registered for GST:
- the Funding provided for under this Agreement is exclusive of GST; and
 - if the Recipient becomes registered for GST, the Recipient must inform the Territory within 5 working days, and allow amendment of this Agreement to account for any GST which may be payable.

13. REPORTING TO AUSTRALIAN TAXATION OFFICE (ATO)

The recipient acknowledges they are aware that details of government grants may be provided to the Australian Taxation Office where the recipient of the grant has an Australian Business Number (ABN).

part or parts of any reports and promotional materials created by the Recipient as a result of the Project, other than any reports or promotional material which:

- (i) contain the work of third parties; or
 - (ii) include any artistic works, as that term is defined in section 10 of the *Copyright Act 1968 (Cth)* or any other imagery whether of artistic quality or not, except where the Recipient has given its prior written consent.
- (c) The parties agree that the licence granted to the Territory pursuant to clause 17(b) is for the following purposes only:
- (i) research;
 - (ii) reporting;
 - (iii) any activity for the benefit of the Recipient; or
 - (iv) any activity which promotes artistic and cultural activities of the Territory, provided such promotion is not detrimental to the Recipient and written permission is sought and obtained by the Territory from the Recipient.
- (d) The Recipient warrants that:
- (i) it is the owner of any copyright comprised, or to be comprised, in its Project, or where it is not the owner of any copyright, all necessary rights clearances have been or will be obtained, and appropriate attribution made of activities;
 - (ii) neither the Project, nor its promotion, will infringe the rights, including copyright, moral and trade mark rights, of any person or organisation;
 - (iii) neither the Project content nor its promotion will be defamatory, or breach the provisions of any contract, comprise contempt of court or passing off, be misleading or deceptive, or amount to a breach of confidence or a breach of privacy.

18. OBLIGATIONS IN THE EVENT OF DEFAULT

- (a) For the purposes of this Agreement an event of default occurs if the Recipient:
- (i) breaches or fails to observe and comply with any of the reporting requirements, terms, conditions, covenants, assurances and warranties of this Agreement;
 - (ii) fails to demonstrate observation and compliance as aforesaid to the reasonable satisfaction of the Territory upon the Territory's written request; or
 - (iii) ceases to carry out the activities specified in or identified in accordance with Schedule 1
- (b) In the event that this Agreement is terminated by the Territory, any payments provided by the Territory to the Recipient, which have not been expended or committed in accordance with this Agreement, shall be a debt due to the Territory which shall be repayable and shall be repaid within thirty (30) days by the Recipient, or as agreed by the parties.

19. BREACH

- (a) For the purposes of this clause, a minor breach of this Agreement will be deemed to have occurred if the Recipient:
- (i) fails to submit the reports required by clause 9;
 - (ii) fails to provide the reports required by clause 9 in a form satisfactory to the Territory; or
 - (iii) refuses to provide any required information under this Agreement.
- (b) For the purposes of this clause, a serious breach of this Agreement will be deemed to have occurred if the Recipient:
- (i) uses the Funding for a purpose other than the Funding Purposes and Agreed Program;

- (ii) misappropriates the Funding in any way;
 - (iii) fails to rectify a minor breach, as required by sub-clause 19(c).
- (c) In the event of a minor breach, the Territory will give written notice to the Recipient requiring the breach to be rectified within 20 working days. If the breach is not rectified within 20 working days of the date of the notice, the breach will be deemed a serious breach and the Territory may take action in accordance with sub-clause 19(d).
- (d) If the Recipient commits a serious breach of this Agreement, the following will occur:
- (i) the Territory will first consult with the Recipient to determine the most effective way of dealing with the breach. Following such consultation the Territory will give written notice to the Recipient setting out the steps agreed upon to rectify the serious breach; and
 - (ii) if the serious breach is not rectified within 20 working days of such notice, the Territory may, at their option, suspend or discontinue payment of the Funding to the Recipient and/or terminate this Agreement.
- (e) If the Recipient commits a serious breach of this Agreement and Territory elect to terminate the Agreement pursuant to clause 19(d)(ii), the Recipient must repay the unspent portion of the Funding to the Territory within 20 working days of a request to do so by the Territory.

20. RIGHT TO TERMINATE IN THE EVENT OF DEFAULT

- (a) If, as a result of any change in Northern Territory or Commonwealth government policy, the Territory's Funding for this Agreement is to cease or be reduced, or if payment of monies to the Territory which will form part or all of the Funding (for example, under a Commonwealth funding agreement) is ceased, reduced or delayed, then the Territory may exercise its rights under this clause 20.
- (b) Notwithstanding any other clause in this Agreement, if this clause 20 applies, the Territory is entitled to terminate the Territory's participation as a party to this Agreement, by giving the Recipient 90 business days written notice of the Territory's intention to terminate the Territory's participation under this clause.
- (c) Termination of this Agreement by the Territory under this clause 20 does not affect any accrued right or liability of any party, nor will it affect the coming into force, or the continuation in force, of any provision of this Agreement that is expressly, or by implication, intended to come into or continue to be in force on or after the termination.
- (d) On termination under this clause 20:
- (i) the Recipient must hold the Territory's Funding in utmost good faith for use only in accordance with the directions of the Territory and will cease all other dealings with the Territory's Funding;
 - (ii) the Territory will not be liable to pay any part of the Territory's Funding not already paid; and
 - (iii) the Recipient is obliged to repay the Territory on demand any part of the Territory's Funding already paid to the Recipient and not spent in accordance with this Agreement.
- (e) The Territory will not be liable to the Recipient for termination of this Agreement, and in any event, the Territory will not be liable to pay any amount in excess of the amount of the Territory's Funding remaining unpaid under this Agreement at the date of termination.

21. UNEXPENDED MONIES

- (a) In the case of unexpended Funding the Recipient may make a request to the Territory for a redirection of the unexpended Funding. Applications for variation of Agreed Program or period for the Funding must be made in writing to the Director, Arts NT.

- (b) Irrespective of any application made under clause 21(a) the Recipient must repay any unexpended monies granted pursuant to this Agreement within 30 days of a written request by the Territory.
- (c) The Territory cannot make a repayment request under clause 21(b) until after the completion date agreed upon pursuant to clause 4 of this Agreement.
- (d) The Territory cannot make a repayment request under clause 21(b) more than 90 days after the completion date agreed upon pursuant to clause 4 of this Agreement.
- (e) Nothing in this clause affects the Territory's rights under clause 20 in the event of breach by the Recipient.

22. GENERAL

- (a) Any variation to this Agreement will not be enforceable unless it is in writing and signed by both parties.
- (b) The Recipient must not transfer, assign or otherwise dispose of its rights, duties, benefits, obligations or interest under this Agreement without the prior written consent of the Territory.
- (c) The provisions of this Agreement are subject to the special conditions, if any, set out in Clause 23 and Schedule 1.
- (d) This Agreement is to be construed and interpreted in accordance with the laws of the Northern Territory of Australia.
- (e) This Agreement constitutes the entire agreement between the parties related to the subject matter hereof, and supersedes any previous agreements or understandings.
- (f) The Recipient, by virtue of this Agreement, is not and cannot be deemed to be in partnership with the Territory, nor an employee, servant or agent of the Territory. The Recipient cannot bind or commit, or purport to bind or commit, the Territory in any way, nor pledge the credit of the Territory for any purpose whatsoever.

THE PARTIES agree to special conditions as follows:

23. SPECIAL CONDITIONS

The provisions of this Agreement shall be subject to the following special conditions:

- (a) A consultation plan that shows clear evidence of appropriate consultation, permissions and support from relevant Aboriginal individuals, community or language groups regarding the Aboriginal Cultural Content in the Project.

Executed as an Agreement

I / we have read and accepted the conditions outlined above and those attaching to the Agreement, including:

- (a) Schedules 1 and 2.

The **COMMON SEAL** (if applicable) of
KATHERINE TOWN COUNCIL
was hereunto affixed this
day of 2018 in accordance
with its Constitution in the presence of:

.....
Signature of Representative 1 of Recipient

.....
Name and Role of Representative 1 of Recipient

.....
Signature of Representative 2 of the Recipient

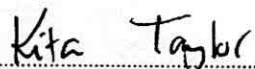
.....
Name and role of Representative 2

SIGNED by ANGELA HILL
for and on behalf of the
NORTHERN TERRITORY OF AUSTRALIA,
pursuant to a delegation under the
Contracts Act in the presence of:


.....
Signature


.....
Signature of Witness

22/06/2018
.....
Date


.....
Name of Witness

SCHEDULE 1

Project Title: Katherine Museum Interactive and Sensory Display
Program Category: RMGSP 2017/2018 Project Round 2
Recipient Name: Katherine Town Council
Period of Activity: 25 July 2018 to 30 June 2019
Funding: \$68 000 plus GST
Acquittal due by: 29 September 2019
Funding Purpose: To undertake research, consultation, planning and design of a new interactive and sensory display at the Katherine Museum that showcases the significant stories, history and heritage of the region.

Payment Schedule:

Year	Amount	Conditional on:
2018	\$68 000 plus GST	Receipt and acceptance of signed agreement, budget and program.

Key Performance Indicators:

1. Research and consultation towards an interactive and sensory display
2. Planning and design of an interactive and sensory display at the Katherine Museum including exhibition design, print and publication design, web and digital design

NB It is a requirement of payment that:

1. No reporting or acquittals are outstanding on any previous Arts NT grants, including grants received through the Regional Arts Fund
2. Monies paid in advance should be recognised on a pro rata basis and treated as a liability owing to Arts NT

Reporting to Australian Taxation Office (ATO)

With reference to Clause 13 of this agreement Legislation enacted by the Commonwealth Parliament effective from 1 July 2017 requires government related entities to report certain grant payments to the Australian Taxation Office where the recipient of the grant has an Australian Business Number (ABN).

Information for recipients of government grants and payments is available from the ATO website at: <https://www.ato.gov.au/business/reports-and-returns/taxable-payments-annual-report/government-entities/recipients-of-government-grants-and-payments/>.

SCHEDULE 2

Details of the Recipient are as follows:

Katherine Town Council
 PO BOX 1071
 KATHERINE NT 0851
 Ph: 8972 5500
 Email: Maria.Helou@ktc.nt.gov.au

ABN: 47 836 889 865

Is the Recipient GST Registered? Yes

