



# **Ordinary Meeting of Council Agenda**

**Tuesday 23 October 2018**

**Open Forum 5.30pm**

**Ordinary Meeting 6.00pm**

Council Chambers, Civic Centre,  
Stuart Highway, Katherine



Notice of Meeting of Council  
Notice is hereby given in accordance with Section 59  
of the Local Government Act

**1. Welcome to the Country**

I am honoured to be on the ancestral lands of Katherine's Aboriginal peoples. I acknowledge the First Australians as the traditional custodians of the continent, whose cultures are among the oldest living cultures in human history. I pay respect to the Elders of the community and extend my recognition to their descendants who are present.

**2. Opening Prayer**

Grant O God to this Council wisdom, understanding and sincerity of purpose in the Governance of this Municipality. Amen

**3. Present**

**4. Apologies and Leave of Absence**

Mayor Fay Miller – 30 October to 6 November 2018

**5. Confirmation of Previous Minutes**

5.1 Minutes of the Ordinary Meeting of Council held 25 September 2018.

The Minutes from Ordinary Meeting of Council 25 September 2018 be received and recorded as true and accurate.

**6. Business Arising from Previous Minutes**

**7. Conflict of Interest**

**Members Disclosure Conflict of Interest**

Council declares any conflicts of interest in line with Conflict of Interest Policy. A copy of this policy can be downloaded from [www.ktc.nt.gov.au](http://www.ktc.nt.gov.au) or obtained by emailing [records@ktc.nt.gov.au](mailto:records@ktc.nt.gov.au)

**8. Mayoral Business**

**9. Correspondence and Documents to be Tabled**

**10. Petitions**



**11. Questions**

With Notice

Without Notice

**12. Notice of Motion****13. Reports of Officers**

<b>13.1</b>	Monthly Report of the Chief Executive Officer - September 2018	<u>1-7</u>
<b>13.2</b>	Monthly Report Corporate & Community Development - September 2018	<u>8-13</u>
<b>13.3</b>	Monthly Report Infrastructure and Environment Services - September 2018	<u>14-19</u>
<b>13.4</b>	Monthly Report Finance – September 2018	<u>20-34</u>
<b>13.5</b>	Public Library Services Funding Agreement – Katherine Public Library	<u>35-58</u>
<b>13.6</b>	Disposal of Obsolete Property	<u>59-59</u>
<b>13.7</b>	Community Grants – Acceptance of Successful Grant Applications	<u>60-62</u>
<b>13.8</b>	Local Government Association of the Northern Territory (LGANT) General and Annual General Meeting	<u>63-65</u>

**14. Reports from Representatives on Committees****15. Late Agenda****16. General Business****17. Confidential Items****18. Next Ordinary Meeting of Council**

The eleventh Ordinary Meeting of Council for 2018 will be held on Tuesday 27 November 2018.

**19. Meeting Close**



**FOLDER:** Local Governance / Council Meetings / Chief Executive Officer Report  
**MEETING:** ORDINARY MEETING OF COUNCIL – 23 OCTOBER 2018  
**REPORT TITLE:** MONTHLY REPORT OF THE CHIEF EXECUTIVE OFFICER FOR SEPTEMBER 2018

### PURPOSE OF THE REPORT

To present the Report of the Chief Executive Officer for the month of September 2018.

### COMMENTS

The following highlighted items for September 2018 are brought to Council's attention:

Task	Responsible Officer	Status / Update
<b>Council Meeting 25 September</b>		
Cenotaph sprinkler damage	MCERS	Sprinklers have been repaired
Spraying of Mahogany tree seedlings at Cemetery	MCERS	Spraying was carried out by Depot staff.
Pedestrian Crossing at First Street, opposite VIC. Investigate alternatives	XIE	Investigation of some suggested options indicate a substantial investment would be required, however, inquiries are ongoing.
Commencement date for pavement resurfacing of round-about at First Street	XIE	Commencement date is 20 October 2018.

<b>Council Meeting 21 August</b>		
Springvale Homestead Petition		Report to November Council Meeting complete.
Look at possible replacement of sign at the entry to the Showgrounds	XIE	Ongoing
Monitor any increases in illegal dumping after 1 September, when new fee structure is implemented at the WFM.	MCERS	A few offenders have been issued with infringement notices. Council will continue to monitor illegal dumping into the future as well as provide an educational campaign.
Low Security Prison Farm. Commitment to make further investigation of what this may look like. Lobby during elections.	CEO	Ongoing
Sabu Singh the Pioneer Horse - cleaning budget of \$10K identified in budget. \$50K required for a complete clean.	MCERS	Sabu Singh Statue is owned by the NT Cattlemen's Association (NTCA). NTCA Board have confirmed they will provide cleaning services for the statue as and when they deem them necessary. The Council's budget allocation for cleaning the statue will be reallocated to other areas.





Keep community updated on the work being progressed from the "Let's Talk Katherine" forum via our webpage and/or FB page.	XCCD	Joint meeting with relevant NTG departments set for 30 October.
Check with Minister on funding request for a multi-use waste mulcher.	CEO	Council have advocated for a positive decision on two occasions so far.

Three action items were completed from the August Ordinary Meeting of Council. Others action items above are in various stages of progression.

<b>Council Meeting 24 July</b>		
Relocation of front light solar panel at Council?	XIE	Contractor is waiting on the manufacture of a bracket, so the solar panel can be relocated to the roof.

<b>Council Meeting 26 June</b>		
Check on all YMCA expenses after a six (6) month period.	XCCD	Ongoing
Development of a policy on Phasing out and Banning of Single use plastics at KTC venues, i.e. showgrounds and Lindsay Street.	XCCD	Ongoing

<b>Open Forum 26 June</b>		
Dogs attacking Postie. What further measures can be put in place? Further education and notices?	MCERS / Rangers	Ongoing
Laneway Closure Trialling – how is that tracking?	MCERS	A report entitled "Laneway Closure Trial" has been completed and forms part of the agenda papers.

<b>Council Meeting 22 May</b>		
New survey methods at the VIC	VIC Mgr	Ongoing
Investigate ways to further reduce our electrical consumption, i.e. electricity audit.	XIE	Ongoing

### **KATHERINE EAST AREA PLAN**

During a regular meeting of the NT Planning Commission (NTPC), the Katherine East Neighbourhood Centre Area Plan project was prioritised to commence in late 2018. Consultation is planned over a number of months to shape the development of policy associated with the new neighbourhood centre. There will be considerable community consultation over the three phase process.

### **CBD, SPORTS AND SHOWGROUNDS PROJECTS**

Communications on the progress of these projects to the community is being planned so that the township and key stakeholders can be informed as the projects move through the initial phases into construction and then use.

All three projects have had input from the community through workshops or master plans, but further consultation with the user groups and other key stakeholders is anticipated.



## HOT SPRINGS UPDATE

The tender for the next works at the Hot Springs was released on 5 October 2018. A special meeting of Council to accept the tender is being planned and will signal the recommencement of the physical works on the site.

## PFAS ADVOCACY

Council (as part of the Katherine PFAS Community Consultative Group) are progressing the advocacy for PFAS on behalf of the community by exploring further the interim options that are available for the township beyond the longer-term plans of a new water treatment plant and the RAAF Tindal on site treatment. Other group members are also working with and holding to account stakeholders so as to better the results for the township.

## GENERAL

A new officer has been engaged to support both Infrastructure and Corporate Services to Council. The officer will monitor contractual outputs, manage hires and identify efficiencies across a number of areas.

### Officer Abbreviation List

<b>CEO</b>	Chief Executive Officer	<b>MCERS</b>	Mgr Compliance Environment & Regulatory Services
<b>COO</b>	Chief Operating Officer (formerly DCCS)	<b>MIE</b>	Mgr Infrastructure & Environment
<b>XCCD</b>	Exec Mgr Corporate and Community Development	<b>MVIC</b>	Mgr Visitor Information Centre
<b>MCFAS</b>	Mgr Customer Finance Administration Services	<b>CO</b>	Communications Officer
<b>XIE</b>	Exec Mgr Infrastructure and Environment	<b>EA</b>	Executive Assistant
<b>SO</b>	Sustainability Officer	<b>CSO</b>	Community Support Officer
<b>MA</b>	Management Accountant	<b>GO</b>	Governance Officer




**Staff Statistics – September** (2018-2019 Financial Year.)

<b>2018</b>	<b>Number of Permanent Employees</b>	<b>Total Hours Used</b>	<b>Total Days Lost</b>	<b>Total days lost per person</b>
<b>Executive</b> Sick/Family leave hours used	6	34.18	4.50	0.75
<b>Governance - Civic</b> Sick/Family leave hours used	3	18.20	2.39	0.80
<b>Governance - Assets</b> Sick/Family leave hours used	1	7.60	1.00	1.00
<b>Corporate and Community - Civic Centre</b> Sick/Family leave hours used	10	47.90	6.30	0.63
<b>Corporate &amp; Community Services - Visitor Information Centre</b> Sick/Family leave hours used	5	0.00	0.00	0.00
<b>Corporate &amp; Community Services - Library</b> Sick/Family leave hours used	5	12.50	6.00	1.20
<b>Infrastructure &amp; Environment - Civic</b> Sick/Family leave hours used	5	10.89	1.43	0.29
<b>Infrastructure &amp; Environment - Depot</b> Sick/Family leave hours used	11	66.02	8.69	0.79
<b>Infrastructure &amp; Environment - Inspectorate</b> Sick/Family leave hours used	2	15.20	2.00	1.00
<b>Infrastructure &amp; Environment - Waste Management Facility</b> Sick/Family leave hours used	3	0.00	0.00	0.00
<b>TOTALS</b>	<b>51</b>	<b>212.49</b>	<b>32.31</b>	<b>0.63</b>





# REPORT

## Service Requests Received

Council received One hundred and seventy eight (178) service requests for the month of September 2018.

Environment	Buildings/Facilities	Roads/Traffic/Parking	Inspectorate	Other Requests
Wheelie Bins	Waste Management Transfer Station	Licence/Permits – Road Events	Abandoned Vehicle	Equipment Hire – Collars, Cages etc
Other Bins	Civic Centre	Carparks	Animal – Other	Streetlights
Domestic Rubbish Collection	Public Toilets	Road Opening/Closing (Telstra, Aurora etc)	Animal at Large	Cemetery / Burial Records
Litter	Showgrounds	Road Opening/Closing – Footpath/Driveways	Animal Cruelty	Risk Management – Accidents – General
Hazardous Waste Disposal	Katherine East Community Centre	Street Signs	Animals – Lost and Found	General Requests – Complaints
Mowing of Verges-Nature Strips-Ovals	Airport	Street – Road Cleaning	Animal Attack	Disabled Parking Permits
Street and Other Lighting	Visitor Information Centre	Permit to Work Within NT Government Road Reserve	Animal Menace	Plaques and Headstones
Sprinklers and Watering	Parks & Cenotaph	Driveways	Animal Nuisance	Ombudsman Complaints
General	BMX	Road Maintenance	Miscellaneous	Community – Festival or Events
Waste Disposal – Asbestos – Other	Lindsey Street Complex	Footpaths	Parking Control	Alcohol Permit
Weeds	Sportsground	Line Marking/Pavement Management	Unauthorised Camping	Planning and Development
Trees & Vegetation	General	Traffic Management	Overgrown/Unkempt Land	Planning and Development
Tenders/Quotations	Swimming Pool	Planning and Development	Dog Licence	Sign Request
Bores and Water Readings	Playgrounds and Equipment	Laneways	After Hours Callout	Miscellaneous Requests
Waste Management Facilities	Skate Park	Road Access	Public Health Risk Activities	Tenders/Quotations
Illegal Dumping	Hot Springs	Drains	Dangerous Animals	Licence or Permits – Mobile food van
<b>Total</b>	<b>71 Total</b>	<b>49 Total</b>	<b>10 Total</b>	<b>22 Total</b>
				<b>26</b>





KATHERINE TOWN COUNCIL

# REPORT

## Service Requests Completed

Council completed One hundred and forty eight (148) service requests for the month September 2018. Thirty (30) are awaiting resolution.

Environment		Buildings/Facilities	Roads/Traffic/Parking	Inspectorate	Other Requests
Wheelie Bins	16	Waste Management Transfer Station	Licence/Permits – Road Events	Abandoned Vehicle	Equipment Hire – Collars, Cages Etc
Other Bins	1	Civic Centre	Carparks	Animal – Other	Street Lighting
Domestic Rubbish Collection		Public Toilets	Road Opening/Closing (Telstra, Aurora etc)	Animal at Large	Cemetery / Burial Records
Litter	2	Showgrounds	Road Opening/Closing – Footpath/Driveways	Animal Cruelty	Risk Management – Accidents – General
Hazardous Waste Disposal		Katherine East Community Centre	Street Signs	Animals – Lost and Found	General Requests – Complaints
Mowing of Verges-Nature Strips-Ovals	9	Airport	Street – Road Cleaning	Animal Attack	Disabled Parking Permits
Street and Other Lighting	2	Visitor Information Centre	Permit to Work Within NT Government Road Reserve	Animal Menace	Plaques and Headstones
Sprinklers and Watering	5	Parks & Cenotaph	Driveways	Animal Nuisance	Ombudsman Complaints
General	11	BMX	Road Maintenance	Miscellaneous	Community – Festival or Events
Waste Disposal – Asbestos – Other		Lindsey Street Complex	Footpaths	Parking Control	Alcohol Permit
Weeds	1	Sportsground	Line Marking/Pavement Management	Unauthorised Camping	Planning and Development
Trees & Vegetation	10	General	Traffic Management	Overgrown/Unkempt Land	Planning and Development
Tenders/Quotations		Swimming Pool	Planning and Development	Dog Licence	Sign Request
Bores and Water Readings		Playgrounds and Equipment	Laneways	After Hours Callout	Miscellaneous Requests
Waste Management Facilities		Skate Park	Bike Paths	Public Health Risk Activities	Tenders/Quotations
Illegal Dumping	5	Hot Springs	Drains	Dangerous Animals	Licence or Permits – Mobile food van
<b>Total</b>	<b>62</b>	<b>Total</b>	<b>Total</b>	<b>11</b>	<b>Total</b>
					<b>16</b>
					<b>21</b>



# REPORT

## Complaints Received

Council received zero (0)\* complaints for the month of September 2018.

Administration	September	FY
Elected Members	0	0
VIC	0	0
Management	0	0
Library	0	0
Rangers	0	0
Works	0	0

\* Statistics compiled over the financial year.

## Complaints Completed

Council completed zero (0)\* complaints for the month of September 2018.

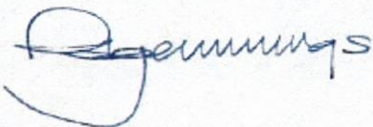
Administration	September	FY
Elected Members	0	0
VIC	0	0
Management	0	0
Library	0	0
Rangers	0	0
Works	0	0

\* Statistics compiled over the financial year.

## OFFICER RECOMMENDATION

### **That it be recommended to Council:**

That the Chief Executive Officer Report for the month of September 2018 be received and noted.



**Robert Jennings**  
CHIEF EXECUTIVE OFFICER

Delegation: Nil  
Schedule of Attachments: Nil





# REPORT

**FOLDER:** Local Governance / Council Meetings / Corporate and Community Development

**MEETING:** ORDINARY MEETING OF COUNCIL – 23 OCTOBER 2018

**REPORT TITLE:** CORPORATE AND COMMUNITY DEVELOPMENT REPORT FOR THE MONTH OF SEPTEMBER 2018

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## Purpose of Report

To present the Report for Corporate and Community Development for the month of September 2018.

## COMMUNITY DEVELOPMENT

### ***Annual Rates Notice/Software Changeover***

Despite delays in the process due to a system changeover, the Annual Rates Notices were sent out in early September. Although there have been some minor teething issues, as expected, the response from Council staff has been positive.

### ***Zero Waste Challenge***

During the month of September Council ran the **#ZeroWasteChallenge** Competition, thanks to the efforts of the Big Rivers Waste Management Coordinator, Janna Poortinga and Communications Officer, Naomi Hunter. The competition aimed to provide tips and tricks to the community on how to reduce waste production and therefore reduce the amount of waste requiring recycling or disposing of in landfill.

The competition received a strong response with the community encouraged to engage via social media and provide their tips on how to reduce waste. At the conclusion of the month a winner was drawn and, thanks to Katherine Mitre 10, received a Tumbleweed Compost Maker.

### ***RAAF Tindal Community Concert and Freedom of Entry Parade***

In celebration of 30 years of service in Katherine, RAAF Base Tindal held a free community concert on Friday 28 September at the Katherine Showgrounds. The community were treated to a wonderful evening's entertainment by the Royal Australian Airforce Band, military working dog displays, military vehicle displays and an F/A-18 Hornet handling display. The event was well received, with many families in attendance. Katherine Town Council provided in-kind support to the event through the provision of the venue and logistical support through the Community Support Officer, Rebecca Mewburn.

On Saturday 29 September RAAF Tindal held the "*Exercising the Right of Freedom of Entry Parade*" along the Stuart Highway. The parade, preceded by a morning tea hosted by Mayor Miller at the Civic Centre, concluded with the formal ceremony on the Council lawns and was accented with flyovers by two FA/18s, first of which was down the length of the main street and the second occurring directly over the parade ground. We were honoured by the presence of Group Captain Sandy Turner from RAAF Base Amberley, Wing Commander Andrew Tatnell, Senior Airforce Defence Force Officer, RAAF Base Tindal and the Royal Australian Airforce Band, lead by Flight Lieutenant Daniel Phillips. We acknowledge and thank the Katherine Police and Commander Matthew Hollamby for their participation and Warrant Officer Discipline Jason



Randell, 17 SQN Tindal, for his tireless efforts in coordinating all the weekend's events. Council provided in-kind support and coordination through the Executive Assistant, Sue Crammond.

## **LIBRARY**

### ***Katherine Public Library – Extended Opening Hours Review***

Katherine Public Library extended their opening hours as of 2 May 2018, from 10am until 6.30pm every Wednesday. This was on a trial base for six (6) months. A poll was advertised via social media as to the best days the community preferred. Wednesday was the outcome and the library started the trial period. Advertising was promoted through Katherine Times Newspaper and Social Media. The first two (2) months the library did not see any interest from the community and as we approached our third month we did see a slight increase in the number of people who came into the library to either study or use the facility. The average weekly recorded numbers from 5pm - 6.30pm were anywhere from three (3) to six (6) community members who attend regularly.

The purpose of opening until 6.30pm was to give the community of Katherine a chance to use the library after working or school hours. This may be for study, borrowing items or using the facilities.

### ***Recommendation***

The past six (6) months have provided the library with enough evidence to conclude that there are not enough community members coming to the library to make it sustainable. The final day of the extended opening hours will be, Wednesday 31 October 2018.

### ***Programs & Events***

<b>Program</b>	<b>Date &amp; Time</b>
Story Time	Wednesdays, 10.30am - 11am (ongoing)
Wriggle & Rhyme	Tuesdays, 9.30am – 10.00am (ongoing)
Wriggle & Rhyme	Thursdays, 10.30am - 11am (ongoing)
Young Territory Author Awards Presentation	11 September 2018
Pirate Day – Story Time Special	19 September 2018
Australian Reading Hour	20 September 2018
Boof the Barra	26 September 2018

### ***Displays***

<b>Name</b>	<b>Date</b>
Adult Learners Week	4 – 9 September 2018
Young Territory Author Awards	18 – 30 September 2018

## **Comments**

The Young Territory Author Award presentation was held at the Katherine Public Library on 11 September 2018. The Young Territory Author Awards are an annual writing competition where entrants write and produce their own book. The Awards aim to inspire children and young people in the NT to explore their ideas and turn them into stories. 15 people attended the presentation that included special guests Mayor Miller, Elected Member Ms Elisabeth Clarke and Chief Operating Officer Ms Claire Johansson from Katherine Town Council. All Katherine entries will be made available at Katherine Public Library to view and borrow for one month.

September 19 2018, has been proclaimed each year as the day when everyone in the world should talk like a pirate! Katherine Public Library joined in the fun by hosting a pirate themed Storytime. The activities encouraged youngsters to talk and dress like the sea plunderers of yesteryears. The Katherine Director of Families as First Teacher (FaFT) was the special guest reader. Storytime was followed by various craft activities where kids made swords, pirate hats and eye patches.

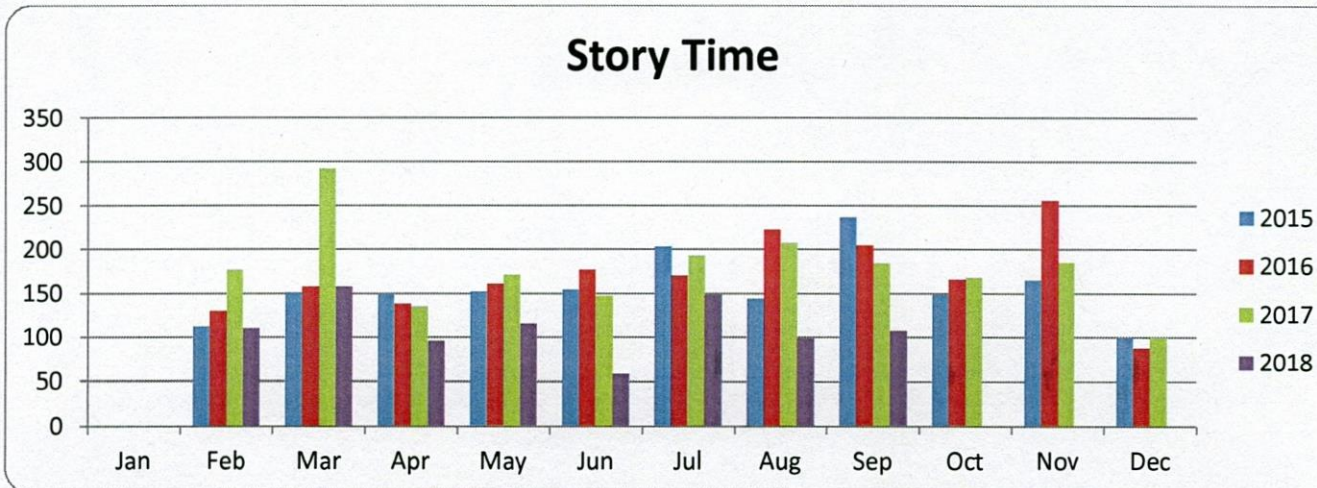
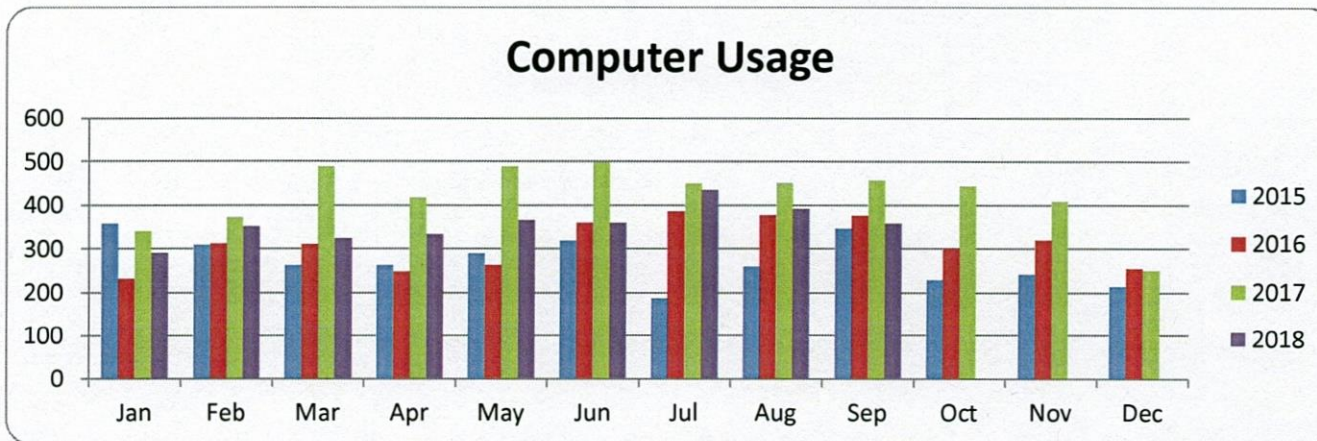
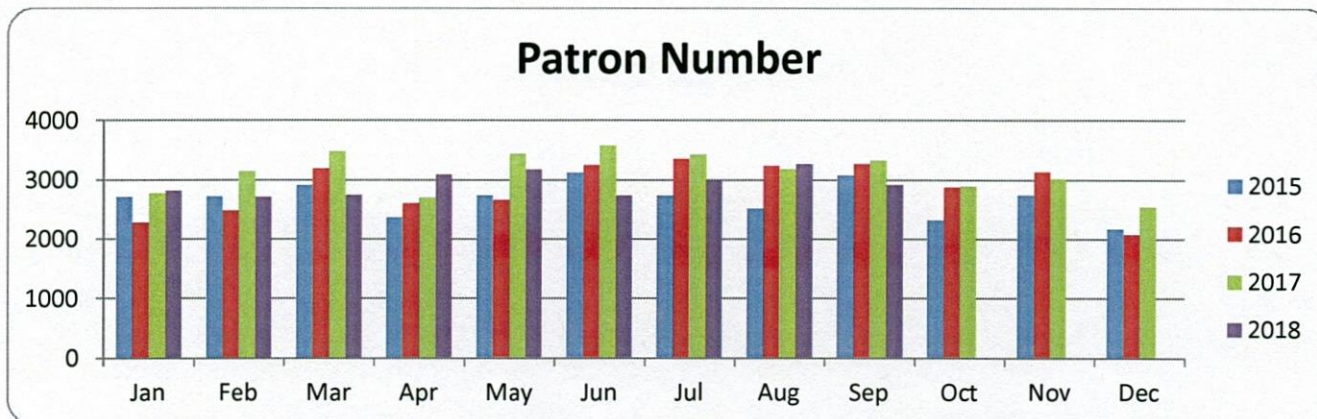


20 September 2018, Katherine Public Library celebrated the Australian Reading Hour with Local Author Penny Byrne. Penny spoke about her books that can be helpful to the tourists, complete with information and amazing images of the NT. 10 adults and 5 children joined us.

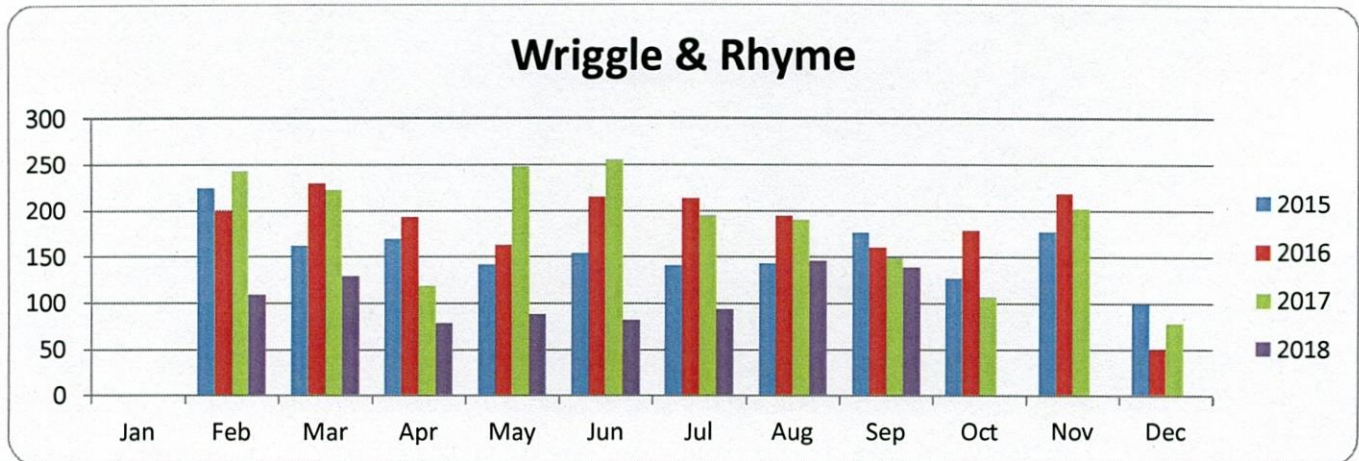
Water Safety Week was celebrated with a visit from "Boof the Barra" on 26 September at the Katherine Public Library. The presenter read to the children with a water safety inspired book, followed by a water themed craft activity.

**RECOMMENDATIONS**

The month of September 2018 was busy with events and programs. The library is still struggling with children’s program attendees. In the new year the library will be changing the format of both Storytime and Wriggle & Rhyme to address attendance. Patron and computer numbers were also down for the month of September.







## KATHERINE VISITOR INFORMATION CENTRE (KVIC)

### Feedback

- 60 visitors completed a customer service satisfaction survey. All the surveys (100%) rated the level of service and information as excellent.
- Five (5) KVIC staff received Super Deed Awards at the September Tourism Top End meeting. The KVIC received a total of eight (8) Awards with some staff receiving multiple awards for excellent customer service.

### Improvements

- As the visitor numbers decrease, our team can spend more time with each customer to create a fulfilled itinerary for the Top End with *all* information needed.
- We have checked display brochures to ensure every operator brochure is up to date and a Tourism Top End member.
- Updated *Katherine – What's open* and *Katherine – Caravan parks* sheets.
- For our extraordinary achievements and improvements, *Maria Helou*, prepared an outstanding Brolga award submission in expectation to be rewarded and recognized for excellent tourism business operation.

### Analysis/Comment

Total for September 2018 was \$ 112,435, an increase of 4.53% on September 2017.

Visitor numbers for September 2018, recorded on door counter, were 8,063, a decrease of 33.21% on September 2017.

An average sale per visitor for September was \$13.94, compared to last year's average of \$8.90 per visitor. An increase of 56.63% per visitor in September 2018, compared to September 2017.

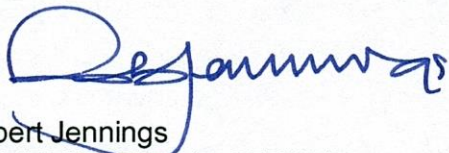
September 2018 was once again a record month for sales in the Katherine Visitor Information Centre and a record quarter (sales) for the financial year.

Quarter/Sales	Q1	Q2	Q3	Q4	Total EOFY
2013-2014	\$370,723	\$45,063	\$28,667	\$353,157	\$797,610
2014-2015	\$391,608	\$48,480	\$30,805	\$316,395	\$787,288
2015-2016	\$383,741	\$56,198	\$55,231	\$482,105	\$977,275
2016-2017	\$608,792	\$86,640	\$33,973	\$406,318	\$1,135,723
2017-2018	\$619,506	\$96,052	\$32,364	\$542,805	\$1,290,728
2018-2019	\$679,573				\$679,573



The visitor numbers are significantly down from last year. However a lot of visitors are using the entrance into the Visitor Centre via the balcony which does not have a door counter, so the numbers are not a true indication of visitors through the centre. A door counter has since been added to the entry/exit and more accurate data is expected in coming reports.

Nitmiluk Tours was our biggest seller in September 2018.

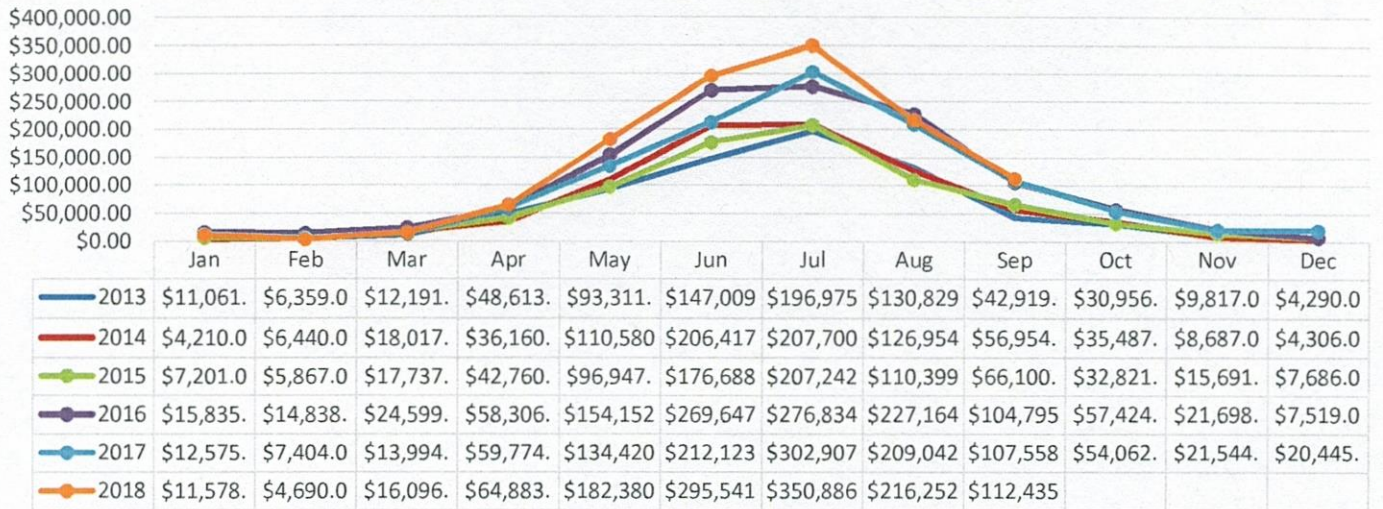


Robert Jennings  
**CHIEF EXECUTIVE OFFICER**

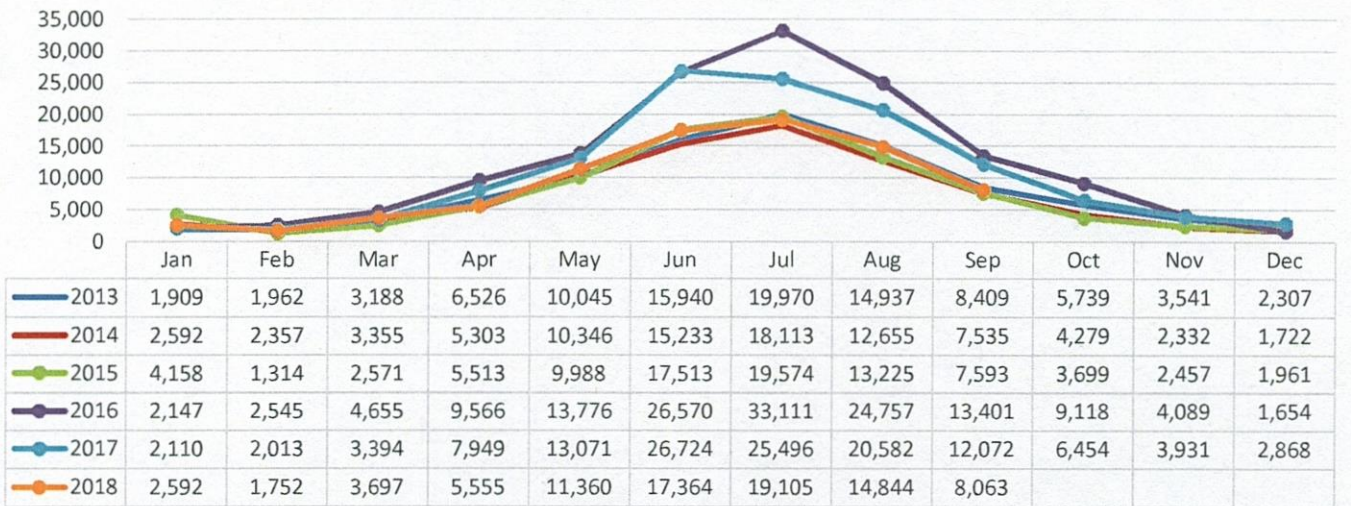
**Delegation:** Executive Manager – Corporate & Community Development, Ms Rosemary Jennings  
**Schedule of Attachments:** NIL



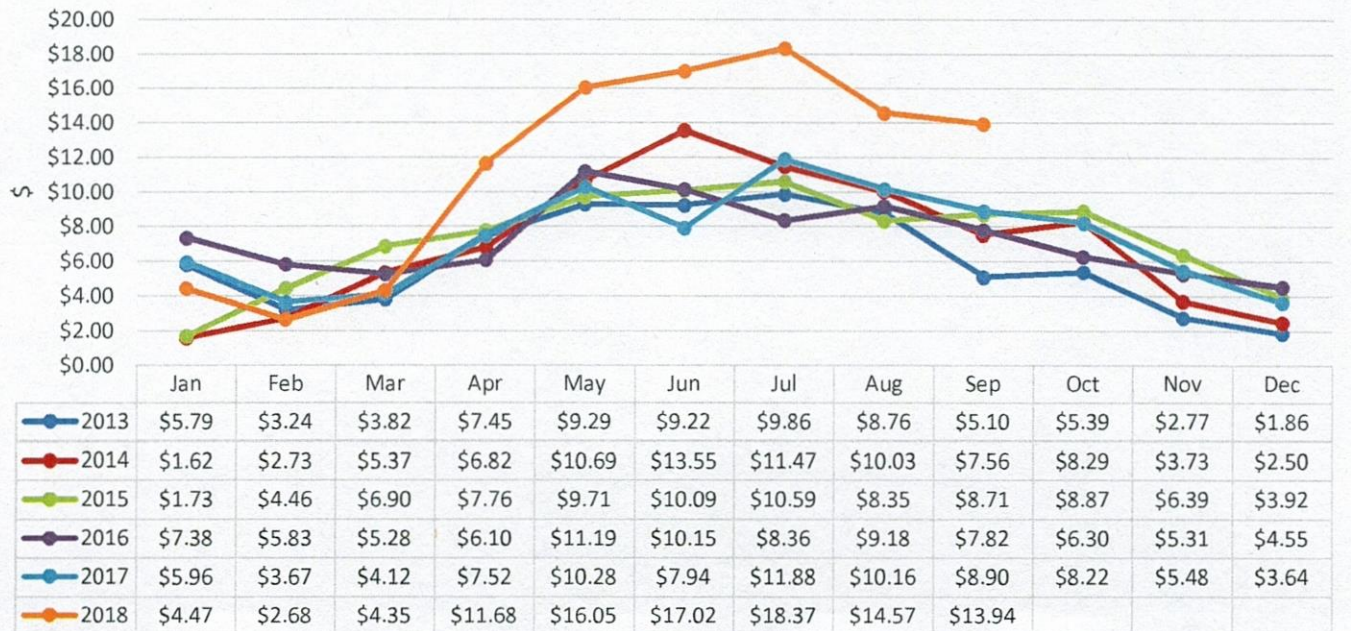
### Value of Sales - Calendar Year



### Number of Visitors - Calendar Year



### Average Sales Per Visitor







# REPORT

**FOLDER:** Local Governance / Council Meetings / Works & Services Reports  
**MEETING:** ORDINARY MEETING OF COUNCIL – 23 OCTOBER 2018  
**REPORT TITLE:** INFRASTRUCTURE & ENVIRONMENT SERVICES REPORT FOR THE MONTH OF SEPTEMBER 2018

## Purpose of Report

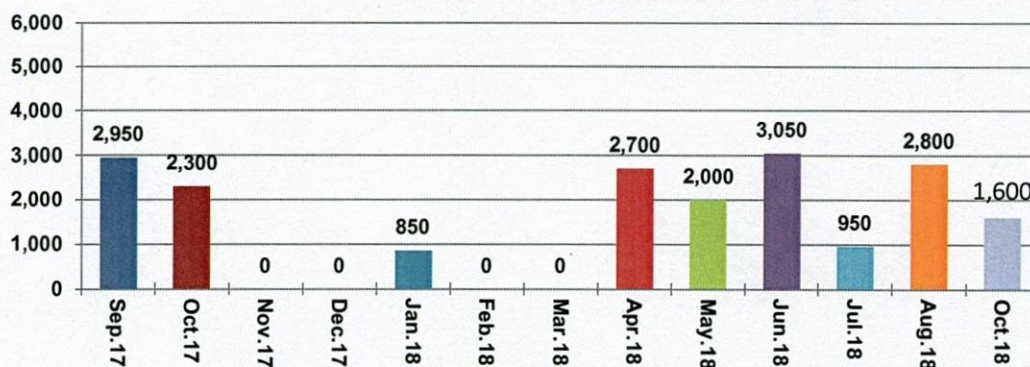
To inform Elected Members of tasks, activities and projects undertaken by the Environment & Infrastructure Services, during the month of September 2018.

## Facilities

### **Parks & Open Areas**

- Council contractor Astral Contractors undertook irrigation repairs to Roney park.
- Council staff conducted the following works:
  - installed bollards at O'Shea park to prevent lawn damage from vehicle access/parking
  - conducted mowing at Styles park and South side verges
  - wheel ruts repaired in O'Shea park
  - replaced damaged bollard at Hot Springs and removed trip hazard
  - pressure cleaned rotunda at Town Square
  - trenches filled in at Lockheed park
- Council Staff replaced 32 broken, damaged and vandalised sprinkler components throughout the larger urban area. The total cost of these repairs and installations to date (2018/19 financial year) is \$5,350.00 when compared to \$9,350 in the same months of the 2017/18 financial year.

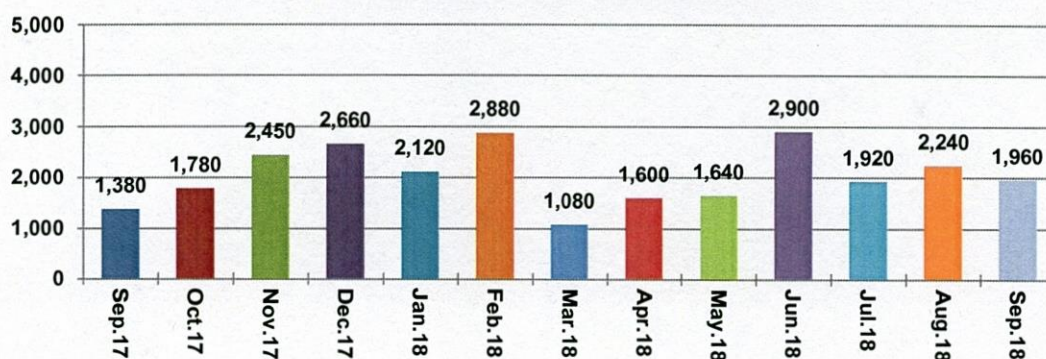
**Monthly Sprinkler Replacement (\$)**



- The Urban Litter Collection statistics are based on weights recorded over the weighbridge located at the Waste Management Facility and include refuse from areas throughout the broader urban area. Katherine Terrace is not included in these statistics. The total amount of litter collected by Council staff to date (2018/19 financial year) is 6,120kgs when compared to 5,120kgs in the same months of the 2017/18 financial year.



### Monthly Urban Litter Collection (kg)



#### Katherine Sportsgrounds

- Council staff conducted the following works:
  - installed two (2) sheets of mesh welded to BMX gate that were vandalised
  - mowing conducted on Playground, Skate park, Aquatic centre surrounds
  - unblocked playground toilet
  - repaired vandalised fencing at Softball playground old entrance.
  - re-concrete fence posts at Sportsgrounds Oval 1
  - Netball courts cleaned weekly for scheduled games
  - Adventure Play park padlock replaced as damaged
  - Softball toilets being monitored by depot staff as contract cleaning not completed

#### Buildings

- Council staff conducted the following works:
  - garden weeding and trimmed hedge at the Civic Centre
  - assisted VIC with Clean-up in preparation for inspection.
  - filled in a sink hole and removed temporary fencing at the Civic Centre delivered, assembled and installed new shelving at civic centre for storage
  - inspected irrigation at Civic Centre parks to identify sprinkler adjustments required
- Council contractor Astral Contractors supplied and fitted solenoid valve at Civic Centre

#### Katherine Memorial Cemetery

- There were six (6) burials during the month of September 2018.
- Council staff conducted the following works:
  - emu bob cemetery prior to funerals.
  - skim graves at cemetery
  - fitted plaques to headstones
  - conducted tree lopping to remove dead wood in the area
  - hired excavator for Depot Staff to dig five (5) graves in preparation for funerals

#### Waste Transfer Site

- Council staff has undertaken road preparation at the site.



### **Katherine Civil Airport**

- Council staff and contractor, RHADS Security, carried out daily serviceability inspections. No issues were found.
- Council staff removed vending machine from airport terminal and stored as not operational
- Council contractor Arafura Street Sweeping carried out sweeping of the RPT and GA Aprons during the month of September 2018.

### **Road Reserves**

#### **Road Pavements**

- Council contractor Arafura Site & Street Sweeping carried out the scheduled sweeping and kerbside spraying for the month of September 2018.
- Council contractor AECOM conducted pavement and drainage investigations completed for Morris Road and Emungalan Road.
- Council contractor Pritchard Francis carried out Level 1 inspections on 12 major culverts / causeways throughout the municipality.
- Council contractor McCoy's removed a dead mahogany tree opposite Katherine South Pre-School
- Council staff conducted the following works:
  - prepared Giles Street for solar light installation and repaired damaged wiring (due to being stored for too long – mice/rats)
  - erected three (3) solar lights along Giles Street
  - re-instated loose pavers and chevron signs at First and Giles Street roundabout
  - pruning conducted at Southside, Eastside and CBD verges
  - irrigation repairs undertaken along Railway Terrace
  - potholes repaired on Cholsh Court
  - emu bob undertaken around boat ramp and parking area
  - dead trees and cages removed from rear of Woollies and Railway Terrace
  - installation of bollards and pipe rail at ambulance road and Hot Springs
  - erected road closed signs at Low Level and conducted traffic management due to truck trailer rollover
  - erected 60 km signage on corner Giles and Cameron streets
  - repair damaged lawn on Maluka.
  - inspect Black Russian Caravan site for possible installation of guttering
  - repaired and replaced dangerous grate on Railway Terrace
  - mowing undertaken on Southside and CBD
  - erected culvert marking posts on Lindsay Street
  - patch Tokmakoff road for potholes
  - Black Spot signage erected on Gorge Road at Bullock and Two-Mile Creeks



## Personnel & Services

### Community Events

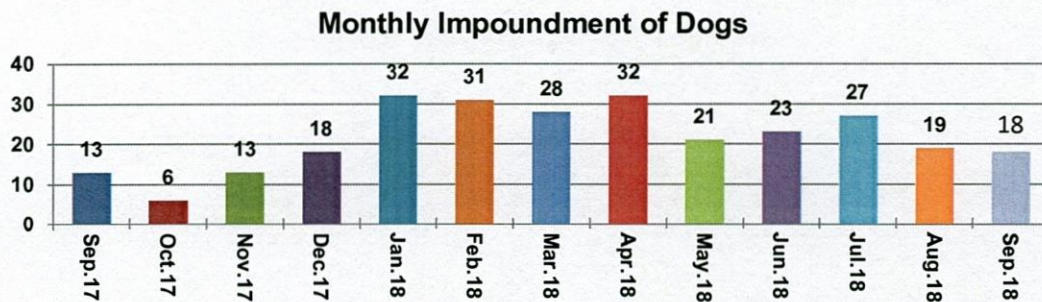
- Council staff and contractors carried out various tasks in preparation for public hires/events held in several Council owned facilities during the month of September 2018.
- Council staff pruned, mowed, flag poles removed in preparation for RAAF event at the Civic Centre
- Council staff removed two (2) trees and one made safe at cemetery in preparation for Police Remembrance Day
- Council staff erected banners for Bird Festival and Freedom of the City on North bay

### Building Activities within the Municipality

- Council considered the following number of planning applications during the month of September 2018:
  - 1 x Proposed Development Application
  - 1 x Clearing of Native Vegetation

### Inspectorate Services

- Please refer to *Attachment A* for a full breakdown on the Regulatory Services conducted by Council Rangers over the month of September 2018.
- Pound Statistics for the month of September 2018 are as follows:
  - 13 dogs returned to their owners.
  - Two (2) dogs euthanized.
  - Three (3) dogs are carried over.



## OFFICER RECOMMENDATION

### That it be recommended to Council:

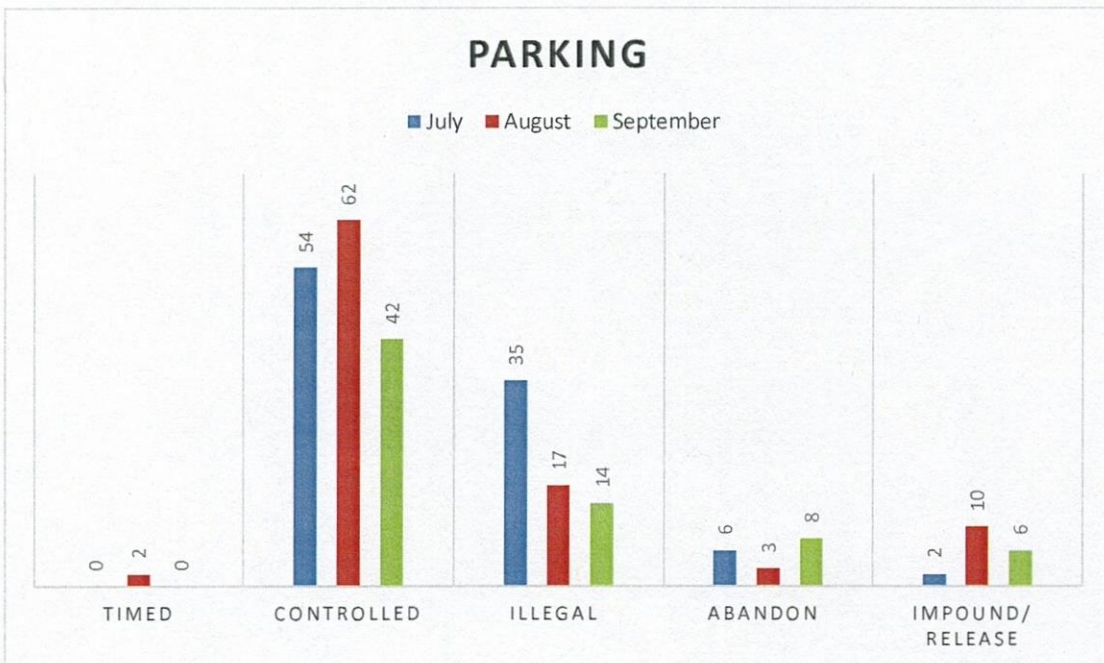
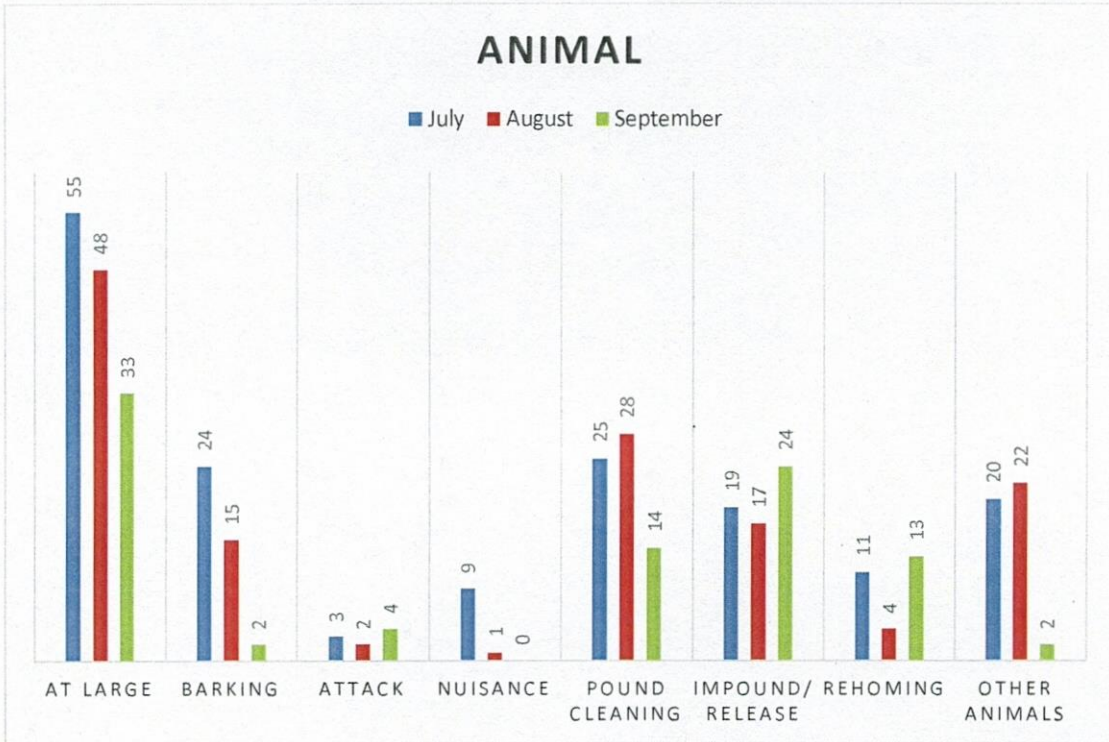
- That the report of the Infrastructure & Environment Services for the month of September 2018 be received and noted.

  
Robert Jennings  
CHIEF EXECUTIVE OFFICER

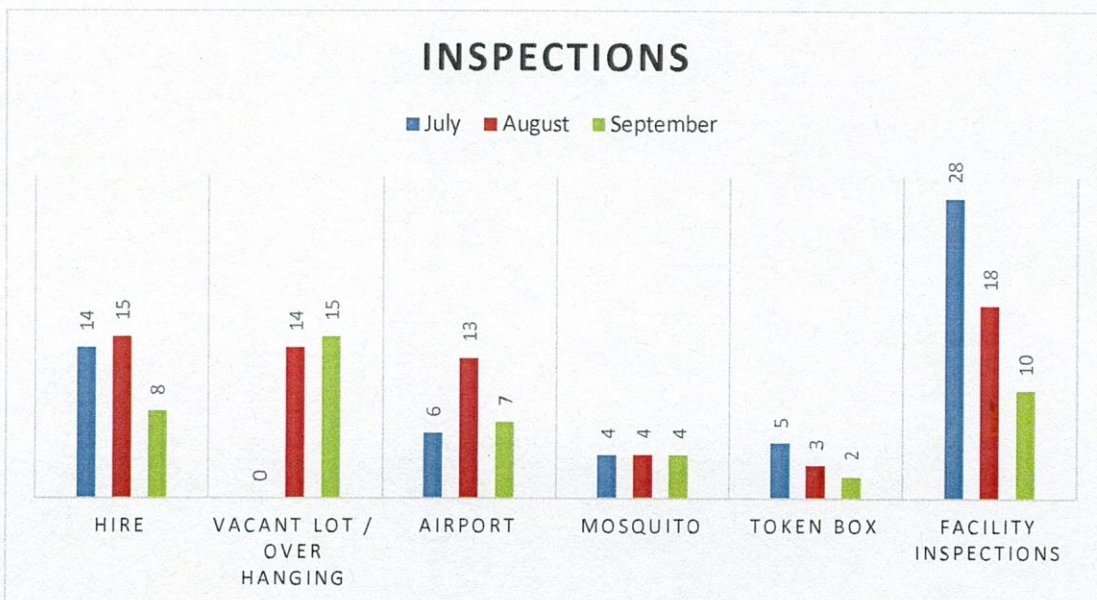
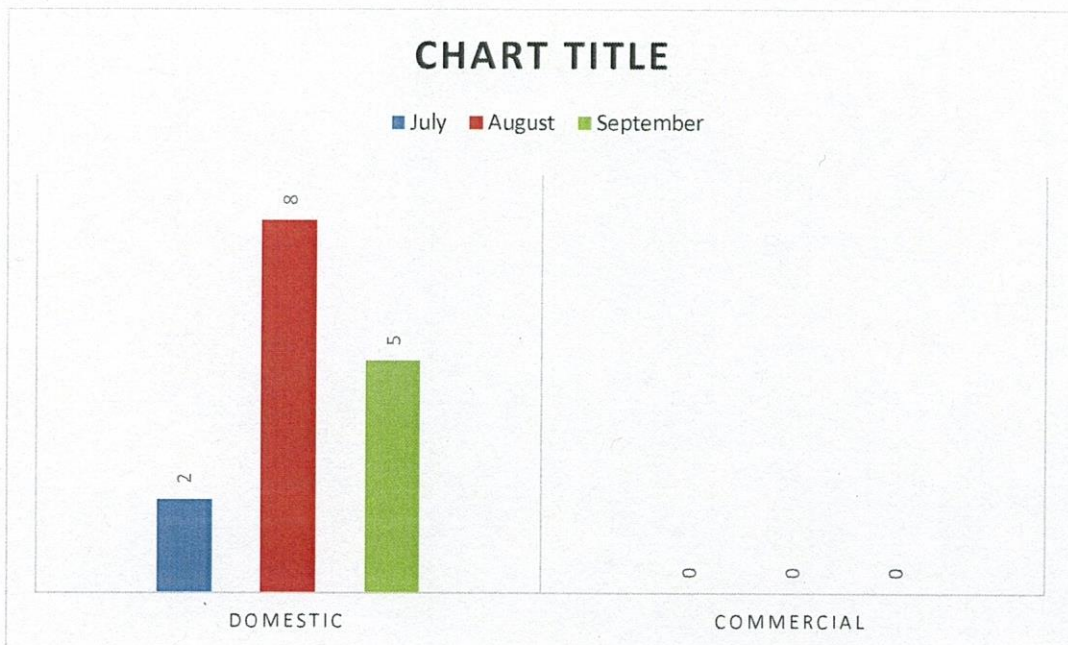
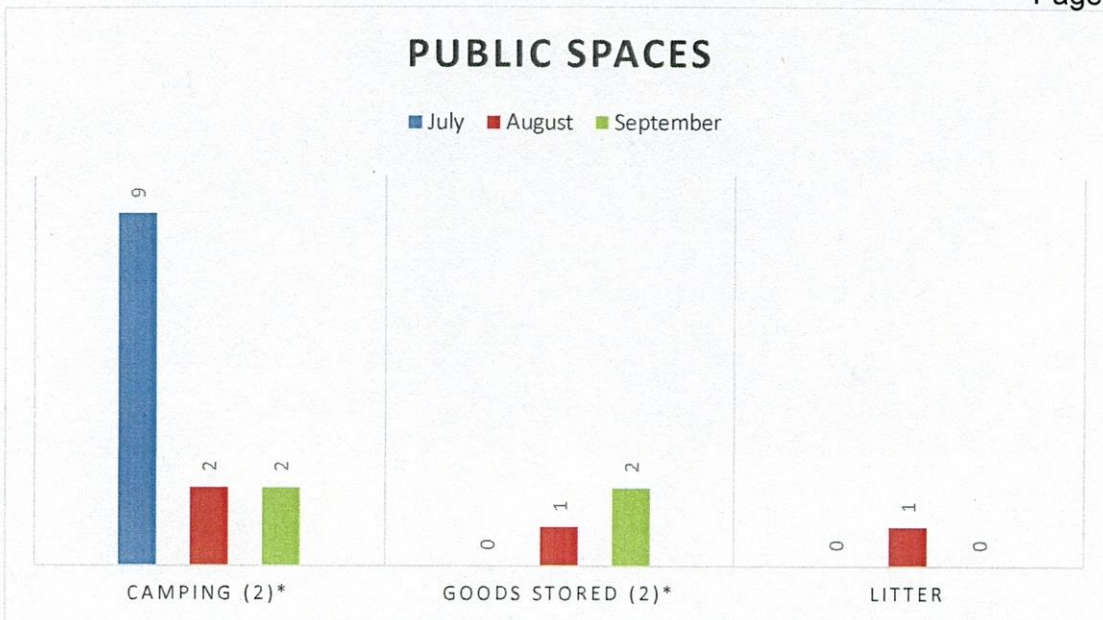
**Delegation:** Executive Manager – Infrastructure & Environment, Jamie Craven  
**Schedule of Attachments:** Attachment A: Rangers Breakdown of Tasks – September 2018



RANGERS BREAKDOWN OF TASKS – SEPTEMBER 2018











# REPORT

**FOLDER:** Local Governance / Council Meetings / Financial Report

**MEETING:** ORDINARY MEETING OF COUNCIL – 23 OCT 2018

**REPORT TITLE:** MONTHLY FINANCIAL REPORT – SEPT 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 SEPT 2018.

Robert Jennings  
**CHIEF EXECUTIVE OFFICER**

**Delegation:** Finance Fixed Asset Management Officer, Ireneo Lalim

**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, contracts and other expenses has been increased by \$67,845 due to additional insurance premium costs.
- **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 \$96 K at the end of Sept 2018.

	<b>Aug-18</b>	<b>Sep-18</b>
Rates debtors	378,416	378,416
Sundry debtors	63,608	109,343
Weighbridge debtors	266,667	317,090
Infringement - Animal	27,468	27,468
Infringement - Parking	10,863	10,863
Infringement - Litter/Camping	966	966
<b>Total outstanding</b>	<b>747,987</b>	<b>844,146</b>



### Rates Debtors Analysis

Due to transition of accounting software the balances for this module are not available as at end of September 2018. It is anticipated that system will be back in place by the next meeting of Council.

### 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 Sept 2018.

	<b>Aug-18</b>	<b>Sep-18</b>
Current	42,358	46,969
Over 30 days	6,971	43,179
Over 60 days	2,222	6,867
Over 90 days	3,731	471
Over 120 days	8,326	11,857
<b>Total</b>	<b>63,608</b>	<b>109,343</b>

Sundry Debtors have increased by \$45K. This is mainly due to an invoice of \$25K for Telstra Corporation and allocation of receipts are delayed due to initial transition to CouncilWise from Authority.

### 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 Sept 2018.

	<b>Aug-18</b>	<b>Sep-18</b>
Current	170,016	50,424
Over 30 days	87,829	170,004
Over 60 days	1,858	87,829
Over 90 days	- 60	1,858
Over 120 days	7,024	6,976
<b>Total</b>	<b>266,667</b>	<b>317,091</b>

Weighbridge debtors have increased by \$50K during Sept-2018. Major invoices issued are \$29K to Cleanaway, \$9K to MT Bins, \$14.9K to Remote Civil, \$146K to NT land development and allocation of receipts are delayed due to initial transition to CouncilWise from Authority.



# KATHERINE TOWN COUNCIL STATEMENT OF BUDGET ESTIMATE COMPARISON

As at 30 September 2018

	Original Budget	Budget Reviews	Revised Budget	Monthly Actual	YTD Actual	End of Year Forecast	Budget Variation
<b>INCOME</b>							
Rates and annual charges	8,234,326	-	8,234,326	-	7,990,712	8,234,326	
Statutory charges	61,200	-	61,200	545	18,636	61,200	
User charges	1,819,001	-	1,819,001	58,590	502,096	1,819,001	
Grants, subsidies and contributions	1,376,393	-	1,376,393	8,128	695,098	1,376,393	
Interest	395,555	-	395,555	11,932	188,449	395,555	
Reimbursements	88,473	-	88,473	18,589	25,072	88,473	
Other income	129,459	-	129,459	-	634	129,459	
<b>Total operating income</b>	<b>12,104,407</b>	<b>-</b>	<b>12,104,407</b>	<b>97,784</b>	<b>9,043,799</b>	<b>12,104,407</b>	<b>-</b>
<b>EXPENDITURE</b>							
Employee costs	4,479,149	-	4,479,149	339,503	1,086,062	4,479,149	
Materials, contracts and other expenses	5,722,933	-	5,722,933	300,086	778,422	5,790,778	67,845
<b>Total Operating Expenses</b>	<b>10,202,082</b>	<b>-</b>	<b>10,202,082</b>	<b>639,589</b>	<b>1,864,483</b>	<b>10,269,927</b>	<b>67,845</b>
<b>Operating surplus/(deficit) before depreciation</b>	<b>1,902,325</b>	<b>-</b>	<b>1,902,325</b>	<b>541,805</b>	<b>7,179,315</b>	<b>1,834,480</b>	<b>67,845</b>
Depreciation	-	-	-	13,690	41,069.35	164,277	-
<b>Operating surplus/(deficit) before capital items</b>	<b>1,902,325</b>	<b>-</b>	<b>1,902,325</b>	<b>555,495</b>	<b>7,138,246</b>	<b>1,670,203</b>	<b>67,845</b>
<b>Net gain (loss) on disposal of assets</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Amounts received specifically for new or upgraded asset	780,376	11,928,525	12,708,901	-	12,708,901	12,708,901	-
<b>Net operating surplus/(deficit)</b>	<b>2,682,701</b>	<b>11,928,525</b>	<b>14,611,226</b>	<b>555,495</b>	<b>19,847,147</b>	<b>14,379,104</b>	<b>67,845</b>



# KATHERINE TOWN COUNCIL

## CAPITAL INCOME & EXPENDITURE

As at 30 September 2018

	Original Budget	Budget Reviews	Revised Budget	Monthly Actual	YTD Actual	End of Year Forecast	Budget Variation
<b>Sources of capital funding expended</b>							
General revenue used for capital purposes	2,611,400	-	2,611,400	128,159	197,834	2,611,400	-
Other capital revenue sources:							
Proceeds from sale of capital assets	-	-	-	-	-	-	-
Grants and subsidies	545,000	11,900,037	12,445,037	579,394	579,039	12,445,037	-
Grants received this year and spent last year	-	-	-	-	-	-	-
Transfers from internally restricted funds	1,968,710	616,253	2,584,963	-	-	2,584,963	-
<b>Total capital funding</b>	<b>5,125,110</b>	<b>12,516,290</b>	<b>17,641,400</b>	<b>707,552</b>	<b>776,874</b>	<b>17,641,400</b>	<b>-</b>
<b>Application of capital funding</b>							
Non current capital assets:							
Buildings and other structures	65,000		65,000			65,000	
Brought forward	150,000	5,480	155,480		2,150	155,480	
Plant and machinery	479,700		479,700	62,669	68,905	479,700	
Brought forward		49,689	49,689			49,689	
Improvements	708,400	11,636,364	12,344,764	33,788	14,155	12,344,764	
Brought forward	362,700	96,697	459,397		34,182	459,397	
Infrastructure assets	1,752,000		1,752,000	611,096	657,045	1,752,000	
Brought forward	1,568,710	713,060	2,281,770			2,281,770	
Furniture and equipment	38,600		38,600		437	38,600	
Brought forward		15,000	15,000			15,000	
Total current capital expenditure	3,043,700	11,636,364	14,680,064	707,552	740,542	14,680,064	
Total brought forward amounts	2,081,410	879,926	2,961,336		36,332	2,961,336	
<b>Grand total capital expenditure</b>	<b>5,125,110</b>	<b>12,516,290</b>	<b>17,641,400</b>	<b>707,552</b>	<b>776,874</b>	<b>17,641,400</b>	<b>-</b>



**CASH AND INVESTMENTS**  
30 September 2018

	\$
Commonwealth Bank	279739
Plus net outstanding deposits/(withdrawals)	-99064
Adjusted cash at bank balance, 31 Aug 2018	<u>180675</u>

**GENERAL FUND**  
**Commonwealth Bank**  
Balance as per bank statement, 31 Aug 2018  
Plus net outstanding deposits/(withdrawals)  
Adjusted cash at bank balance, 31 Aug 2018

**INVESTMENTS**

FINANCIAL INSTITUTION	PRINCIPAL \$	INTEREST RATE %	EFFECTIVE DATE	MATURITY DATE	FINANCIAL INSTITUTION TOTALS \$	% FINANCIAL INSTITUTION
Commonwealth Bank	1,083,447		on call	on call	1,083,447	3.95%
AMP	1,000,148		on call	on call		
AMP	2,000,000	2.65	20-Feb-18	19-Nov-18	3,000,148	10.95%
NAB	5,500,000	2.70	11-Jul-18	9-Oct-18	5,500,000	20.07%
Bendigo	5,000,000	2.75	10-Jul-18	7-Nov-18	5,000,000	18.24%
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	46.79%
<b>Total Investments</b>					<u>27,405,796</u>	100.00%
<b>TOTAL FUNDS (incl internally restricted funds)</b>					<u>27,586,471</u>	



**DEBTORS REPORT**  
**30 September 2018**

Category	Current	30+ days	60+ days	90+ days	120+ days	TOTAL
	\$	\$	\$	\$	\$	\$
Sundry	46,969	43,179	(20,754)	28,092	11,857	109,343
Weighbridge	50,424	170,004	87,829	1,858	6,976	317,090
<b>Total</b>						<u>426,433</u>

Infringement and Rates Debtors report is unavailable due to currently transitioning to a new software system.

**Grand Total** 426,433



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

<b>Date</b>	<b>Payee</b>	<b>Description</b>	<b>Amount</b>
26-Sep-18	Non cycle pay	PE90-15	2,985.30
14-Sep-18	Non cycle pay	PE90-14	3,617.37
9-Sep-18	All staff	Pay period ending 09/09/18	105,957.38
23-Sep-18	All staff	Pay period ending 23/09/18	106,476.15
		<b>Total</b>	<b>\$ 219,036.20</b>



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

Date	Ref No	Payee	Description	Amount
01-Sep-18	1642/1-01	Deputy Commissioner of Taxation	Payroll Deductions	46,287
03-Sep-18	1637/3677-01	Mode Design Corp PL	Katherine Terrace Wayfinding - Project No. - 18250	11,880
07-Sep-18	1638/3849-01	Aecom Australia Pty Ltd	Emungalan Rd - Preliminary Rd & Drainage Investigation	12,694
07-Sep-18	1638/2287-01	Anbinik Kakadu Resort	VIC bookings	219
07-Sep-18	1638/3850-01	Asset Edge Pty Ltd	Annual licence fee for Nemus software	3,300
07-Sep-18	1638/312-01	Astral Contracting	Aircon Repair - VIC	730
07-Sep-18	1638/2330-01	Aviair Pty Ltd	VIC bookings	1,768
07-Sep-18	1638/556-01	Beaurepaires Katherine	Tyre fitting for Kubota Tractor - Dump	85
07-Sep-18	1638/638-01	Cavs Mowing & Treelopping Service	Remove & Poison dangerous tree - Kath Child Care Centre	2,118
07-Sep-18	1638/383-01	Colemans Printing Pty Ltd	Printing & Stationery	468
07-Sep-18	1638/3373-01	Discovery Holiday Parks Darwin	VIC bookings	123
07-Sep-18	1638/3442-01	eMerge IT Solutions Pty Ltd T/As No	Nomadnet Monthly Services - July 18	3,034
07-Sep-18	1638/3584-01	Ezko Property Services Pty Ltd	Cleaning carpets @ Civil Centre	858
07-Sep-18	1638/2269-01	Gagudju Lodge Cooina	VIC bookings	282
07-Sep-18	1638/1724-01	Haywire	Inspect & Report on NBN Status - CEO's House	198
07-Sep-18	1638/3253-01	HeliSpirit	VIC bookings	3,266
07-Sep-18	1638/461-01	Hire Power NT	Supply temp fence brackets and bolts	308
07-Sep-18	1638/91-01	Hohns	Supply 1xSEP lid - O'Shea Park	247
07-Sep-18	1638/3846-01	Ibis Stlyes Alice springs Oasis	Accom including B/F- Staff - 27/08 to 29/08/18	408
07-Sep-18	1638/1692-01	Ibis Styles Katherine	VIC bookings	421
07-Sep-18	1638/120-01	Katherine & District Show Society	Reimbursement for Plumbing works during the Show (Hire period)	2,378
07-Sep-18	1638/3432-01	Katherine Amcal Pharmacy	Gift vouchers for VIC Staff - Staff Event	80
07-Sep-18	1638/1889-01	Katherine Lock and Key	Supply 1XPadlock std shackle and 6 WDOD - D	1,152
07-Sep-18	1638/835-01	Katherine Mitre 10	Supply broom, Hose and spray nozzle, 1xThread rod,20xnuts, 18xcement speed,6xbolts, nuts and 4xCement speed	943
07-Sep-18	1638/626-01	Katherine Office Supplies	Printing & Stationery	902
07-Sep-18	1638/3366-01	Katherine Outback Experience	VIC bookings	306
07-Sep-18	1638/968-01	Katherine Sign Management	2xSigns for Trucks entering - Dump	110
07-Sep-18	1638/3448-01	Lazy Lizard Tavern & Caravan Park	VIC booking - 6394696	105
07-Sep-18	1638/144-01	Macs Hire	Supply hand cleaners	44
07-Sep-18	1638/2515-01	Marksies Stockmans Camp Tucker Nigh	VIC bookings	440
07-Sep-18	1638/1322-01	McCoy's Garden Engineering	Mowing of Katherine East Parks-for August 18	1,037
07-Sep-18	1638/3187-01	Mr A Wilson	Meals allowance - Staff Training	223
07-Sep-18	1638/2409-01	Nitmiluk Tours	VIC bookings	33,914
07-Sep-18	1638/1702-01	North Australian Helicopters Pty Lt	VIC bookings	328
07-Sep-18	1638/1722-01	Outback Holiday Parks Pty Ltd T/A	VIC bookings	114
07-Sep-18	1638/3766-01	Quality Hotel Darwin Airport	Accommodation for Staff - Training	189
07-Sep-18	1638/226-01	Rowlands Quarry	Supply fill materials	3,149
07-Sep-18	1638/2813-01	Savannah Way Limited	Bronze membership fee for 2018/2019	220
07-Sep-18	1638/2185-01	Scatt's Plumbing Services	Repairs to Blocked Toilet - Lindsay St	230
07-Sep-18	1638/2222-01	SecurePay Pty Ltd	Web Paymentss - PostPaid Plan 2 - for Aug 18	28
07-Sep-18	1638/1737-01	Territory Roadmarking Pty Ltd	Linemarking 2 pedestrian crossings at LSC Markets	1,375
07-Sep-18	1638/2001-01	Territory Springwater Pty Ltd T/A P	Bottled Water - Library - 2018/19 - Jul 18	344
07-Sep-18	1638/3717-01	The Pouncing Fox	VIC merchandise	258
07-Sep-18	1638/2923-01	Top Didj & Art Gallery	VIC bookings	189
07-Sep-18	1638/263-01	Top News	Newspapers - CC - for August 18	484
07-Sep-18	1638/597-01	Town & Country Butchers	Materials - Consumables	100
07-Sep-18	1638/2924-01	Wetland Explorer Cruises	VIC bookings	245
07-Sep-18	1638/630-01	Woolworths Limited	Kitchen Supplies - Depot	31
13-Sep-18	1639/1002-01	Katherine Town Council Social Club	Payroll Deduction	136
13-Sep-18	1639/3206-01	RemServ	Payroll Deduction	2,281

**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 September 2018**

<b>Date</b>	<b>Ref No</b>	<b>Payee</b>	<b>Description</b>	<b>Amount</b>
1-Sep-18	1642/1-01	Deputy Commissioner of Taxation	Payroll deductions	46,287.22
3-Sep-18	1637/3677-01	Mode Design Corp PL	Katherine Terrace Wayfinding - Project No. - 18250	11,880.00
7-Sep-18	1638/3849-01	Aecom Australia Pty Ltd	Emungalan Rd - Preliminary Rd & Drainage Investigation	12,694.00
7-Sep-18	1638/2287-01	Anbinik Kakadu Resort	VIC bookings	218.75
7-Sep-18	1638/3850-01	Asset Edge Pty Ltd	Annual licence fee for Nemus software	3,300.00
7-Sep-18	1638/312-01	Astral Contracting	Aircon repair - VIC	730.01
7-Sep-18	1638/2330-01	Aviair Pty Ltd	VIC bookings	1,767.50
7-Sep-18	1638/556-01	Beaurepaires Katherine	Tyre fitting for Kubota Tractor - Dump	85.00
7-Sep-18	1638/638-01	Cavs Mowing & Treelopping Service	Remove & poison dangerous tree - Kath Child Care Centre	2,117.50
7-Sep-18	1638/383-01	Colemans Printing Pty Ltd	Printing & stationery	467.50
7-Sep-18	1638/3373-01	Discovery Holiday Parks Darwin	VIC bookings	122.50
7-Sep-18	1638/3442-01	eMerge IT Solutions Pty Ltd T/As No	Nomadnet Monthly Services - July 18, meter reads for CC, VIC and Library	3,033.65
7-Sep-18	1638/3584-01	Ezko Property Services Pty Ltd	Cleaning carpets @ Civil Centre	858.00
7-Sep-18	1638/2269-01	Gagudju Lodge Cooina	VIC bookings	281.75
7-Sep-18	1638/1724-01	Haywire	Inspect & report on NBN status - CEO's House	198.00
7-Sep-18	1638/3253-01	HeliSpirit	VIC bookings	3,266.37
7-Sep-18	1638/461-01	Hire Power NT	Supply temp fence brackets and bolts	308.00
7-Sep-18	1638/91-01	Hohns	Supply 1 x SEP lid - O'Shea Park	247.47
7-Sep-18	1638/3846-01	Ibis Stlyes Alice springs Oasis	Staff accommodation and meals	408.00
7-Sep-18	1638/1692-01	Ibis Styles Katherine	VIC bookings	420.88
7-Sep-18	1638/120-01	Katherine & District Show Society	Reimbursement for plumbing works during the Show (hire period)	2,377.55
7-Sep-18	1638/3432-01	Katherine Amcal Pharmacy	Gift vouchers for VIC staff - Staff Event	80.00
7-Sep-18	1638/1889-01	Katherine Lock and Key	Supply of keys and padlock to various locations	1,152.27
7-Sep-18	1638/835-01	Katherine Mitre 10	Supply broom, hose and spray nozzle, 1 x thread rod, 20 x nuts, 18 x cement speed, 6 x bolts, nuts and 4 x cement speed	942.53
7-Sep-18	1638/626-01	Katherine Office Supplies	Printing & stationery	901.57
7-Sep-18	1638/3366-01	Katherine Outback Experience	VIC bookings	306.25
7-Sep-18	1638/968-01	Katherine Sign Management	2 x signs for trucks entering - Dump	110.00
7-Sep-18	1638/3448-01	Lazy Lizard Tavern & Caravan Park	VIC booking - 6394696	105.00
7-Sep-18	1638/144-01	Macs Hire	Supply hand cleaners	43.81
7-Sep-18	1638/2515-01	Marksies Stockmans Camp Tucker Nigh	VIC bookings	440.00
7-Sep-18	1638/1322-01	McCoy's Garden Engineering	Mowing of Katherine East Parks-for August 18	1,036.59
7-Sep-18	1638/3187-01	Mr A Wilson	Meals allowance - staff training	222.65
7-Sep-18	1638/2409-01	Nitmiluk Tours	VIC bookings	33,914.47
7-Sep-18	1638/1702-01	North Australian Helicopters Pty Lt	VIC bookings	328.13
7-Sep-18	1638/1722-01	Outback Holiday Parks Pty Ltd T/A	VIC bookings	113.75
7-Sep-18	1638/3766-01	Quality Hotel Darwin Airport	Accommodation for staff - training	189.00
7-Sep-18	1638/226-01	Rowlands Quarry	Supply fill materials	3,148.99
7-Sep-18	1638/2813-01	Savannah Way Limited	Bronze membership fee for 2018/2019	220.00
7-Sep-18	1638/2185-01	Scatt's Plumbing Services	Repairs to blocked toilet - Lindsay St	229.85
7-Sep-18	1638/2222-01	SecurePay Pty Ltd	Web Paymentss - PostPaid Plan 2 - for Aug 18	27.50
7-Sep-18	1638/1737-01	Territory Roadmarking Pty Ltd	Linemarking 2 pedastrian crossings at LSC Markets	1,374.91
7-Sep-18	1638/2001-01	Territory Springwater Pty Ltd T/A P	Bottled water - Library - 2018/19 - Jul 18	344.17
7-Sep-18	1638/3717-01	The Pouncing Fox	VIC merchandise	258.00
7-Sep-18	1638/2923-01	Top Didj & Art Gallery	VIC bookings	189.00
7-Sep-18	1638/263-01	Top News	Newspapers - CC - for August 18	483.65
7-Sep-18	1638/597-01	Town & Country Butchers	Materials - consumables	100.00
7-Sep-18	1638/2924-01	Wetland Explorer Cruises	VIC bookings	245.00
7-Sep-18	1638/630-01	Woolworths Limited	Kitchen supplies - Depot	31.40
13-Sep-18	1639/1002-01	Katherine Town Council Social Club	Payroll deduction	136.00
13-Sep-18	1639/3206-01	RemServ	Payroll deduction	2,281.10

**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 September 2018**

Date	Ref No	Payee	Description	Amount
14-Sep-18	1640/312-01	Astral Contracting	Install 1st connection to Showground oval ring main, aircon repair - VIC	6,117.15
14-Sep-18	1640/1255-01	Benash Maintenance Services	6 monthly emergency & exit light lesting	814.00
14-Sep-18	1640/2506-01	BookEasy Australia Pty Ltd	Bookeasy fees - 2018/19-Aug 18	809.39
14-Sep-18	1640/2035-01	Chubb Fire & Security	CC alarm monitoring - Jul - Sep 18	304.05
14-Sep-18	1640/3539-01	Clayton Utz Lawyers	Employment advice - staff	1,650.00
14-Sep-18	1640/3531-01	Coca-Cola Amatil Pty Ltd	Fuze Tea and MT Franklin water-VIC merch	74.91
14-Sep-18	1640/3442-01	eMerge IT Solutions Pty Ltd T/As No	Network Management Service Agreement, Hosting services - Aug 18, 4XPoint to Point Connection - Aug 18	7,058.26
14-Sep-18	1640/3636-01	Fleetmatics	Subscription fee for work field worker- Sep 18	231.00
14-Sep-18	1640/2269-01	Gagudju Lodge Cooida	VIC bookings	161.00
14-Sep-18	1640/3253-01	HeliSpirit	VIC bookings	1,789.37
14-Sep-18	1640/97-01	Imparja Television	Advertising - Aug 18	1,259.50
14-Sep-18	1640/2900-01	Kakadu Cultural Tours	VIC bookings	69.12
14-Sep-18	1640/434-01	Katherine Exposure Photographics	Engrave trophies for Young territory Author Authority awards	27.00
14-Sep-18	1640/835-01	Katherine Mitre 10	5 x bags of concrete, 1 x pkt blades, 1 x magnet - Depot	242.14
14-Sep-18	1640/498-01	Katherine Plastering & Tiling	Replace 2m footpath at O'Shea Park	3,245.00
14-Sep-18	1640/968-01	Katherine Sign Management	1 x aluminium sign strip- tracking rail for Dump sign, 2 x new signs for Adventure play park	1,548.00
14-Sep-18	1640/514-01	Katherine Vet Care Centre Pty Ltd	Vet fees	1,762.50
14-Sep-18	1640/144-01	Macs Hire	Supply bolts and nuts for Kubota	9.83
14-Sep-18	1640/2515-01	Marksies Stockmans Camp Tucker Nigh	VIC bookings	210.00
14-Sep-18	1640/1322-01	McCoy's Garden Engineering	Tree maintenance in DeJulia Pk as per NEMUS, mowing of Katherine East Parks- T18/07 -Jul 18	12,852.66
14-Sep-18	1640/3677-01	Mode Design Corp PL	Consultancy for Hotsprings- Claim 1	6,600.00
14-Sep-18	1640/3187-01	Mr A Wilson	Meal allowances for staff at training	344.55
14-Sep-18	1640/3852-01	Mr Matthew McDonald	Refunding renewal of High Risk Licence	63.00
14-Sep-18	1640/3830-01	Mr P Schubert	4 weeks consultancy services	1,650.00
14-Sep-18	1640/3853-01	Ms V Wijesingha	Meal allowance for staff at training	344.55
14-Sep-18	1640/2409-01	Nitmiluk Tours	VIC bookings	25,818.21
14-Sep-18	1640/3595-01	Normist Pty Ltd T/A Katherine Tool	2 x batteries, 1 x saw - minor plant, 1xbag of rags - WMF	652.70
14-Sep-18	1640/2710-01	Northern Territory Veterinary Servi	Micro chipping dogs - ending 03/08/18	315.00
14-Sep-18	1640/3834-01	NT Trailers	Cost of new trailer	2,940.00
14-Sep-18	1640/1722-01	Outback Holiday Parks Pty Ltd T/A	VIC bookings	297.50
14-Sep-18	1640/3851-01	Pathways australia	Manager training - 2 x staff	1,452.00
14-Sep-18	1640/2767-01	Patow 24 Hour Tilt Tray Service	Vehicle towed from Holtz crescent to WMF	121.00
14-Sep-18	1640/3544-01	Pivotel Satellite Pty Ltd	Satellite Phone - WMF Coordinator - Aug 18	15.00
14-Sep-18	1640/209-01	Power Projects	Replace faulty luxman LED with Greenfrog LED & SLC, investigate, repair - Travers, Coolibah, Uralla streets	3,064.73
14-Sep-18	1640/3500-01	Puma Energy Australia Fuels Pty Ltd	Diesel for Dump - Aug 2018	7,400.27
14-Sep-18	1640/703-01	R Holt & Co Katherine Pty Ltd	2 tippers of base material	1,650.00
14-Sep-18	1640/2721-01	Rhads Security	Security, opening & closing Fun Park - Aug 18	3,783.73
14-Sep-18	1640/2185-01	Scatt's Plumbing Services	Investigate & repair - bilocked septic Kath Airport, toilet repair, water connection to 2 x bubblers at Sportsground, works carried out @cnr Railway Tce & VIC Hwy, repair to disabled toilet at Play park	8,433.64
14-Sep-18	1640/2222-01	SecurePay Pty Ltd	Web payments annual fee - 2018	880.00
14-Sep-18	1640/3842-01	Sixtraw Pty Ltd	Reimbursing lawn mowing charges for vacant lot	464.25
14-Sep-18	1640/3854-01	Society bt design	Tourism & Marketing consultancy - 30/7/18 to 07/09/18	19,140.00

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

Date	Ref No	Payee	Description	Amount
14-Sep-18	1640/1294-01	Sterling NT Pty Ltd	Contract cleaning - Aug 18	3,748.75
14-Sep-18	1640/653-01	Sully Pty Ltd formerly trading as	Follow up assessment 15 trees-DeJulia Pk	412.50
14-Sep-18	1640/3088-01	Territory Debt Collectors	Commision at 10% on \$337.32 - Avdata	37.10
14-Sep-18	1640/2924-01	Wetland Explorer Cruises	VIC bookings	468.12
14-Sep-18	1640/3736-01	Wildlands Pty Ltd	VIC bookings	511.88
14-Sep-18	1640/630-01	Woolworths Limited	Supplies for drawing competition-Library, kitchen supplies - CC, supply platters	240.76
14-Sep-18	1640/3385-01	Wright Express Australia Pty Ltd	Puma fuel card - Aug 18	273.97
14-Sep-18	1640/71-01	YMCA of the Northern Territory Ltd	T18-08 Aquatic Centre Management - Aug and	54,020.00
17-Sep-18	1641/2516-01	AGEST	Superannuation-August-18	8,183.81
17-Sep-18	1641/2626-01	AMIST Superannuation	Superannuation-August-18	1,105.52
17-Sep-18	1641/3108-01	ANZ One Path Superannuation	Superannuation-August-18	1,653.86
17-Sep-18	1641/2686-01	BT Super for Life	Superannuation-August-18	1,338.96
17-Sep-18	1641/2549-01	CBUS	Superannuation-August-18	1,612.78
17-Sep-18	1641/2470-01	Hesta Super Fund	Superannuation-August-18	2,087.08
17-Sep-18	1641/2576-01	HostPlus Superannuation	Superannuation-August-18	3,620.18
17-Sep-18	1641/3140-01	IOOF- Pursuit Select Personal	Superannuation-August-18	101.69
17-Sep-18	1641/2638-01	MLC Super Fund	Superannuation-August-18	947.04
17-Sep-18	1641/3496-01	National Mutual Retirement Fund	Payroll deductions	576.12
17-Sep-18	1641/2389-01	Rest Superannuation	Superannuation-August-18	3,100.56
17-Sep-18	1641/65-01	Statewide Super	Payroll deductions	10,179.50
17-Sep-18	1641/2634-01	Sunsuper	Superannuation-August-18	398.40
17-Sep-18	1641/3828-01	Tasplan	Superannuation-August-18	595.56
17-Sep-18	1641/2941-01	Unisuper	Superannuation-August-18	472.52
21-Sep-18	1643/3688-01	Avanser Pty Ltd	Inbound rental - VIC - 2018/19-Aug 18	33.00
21-Sep-18	1643/1255-01	Benash Maintenance Services	Monthly fire panel maintenance -Airport	121.00
21-Sep-18	1643/3051-01	Binjari Community Aboriginal Corpor	Delivery of Muncpal services - 2018/19- Sep 18	8,087.84
21-Sep-18	1643/1314-01	Bishdun Pty Ltd trading as Nighthaw	Freight charges	47.19
21-Sep-18	1643/729-01	BOC Gases Australia Limited	Hire of gas containers - 2018/19-Aug 18	187.71
21-Sep-18	1643/2035-01	Chubb Fire & Security	Service call no.6219733 on 06/10/16	82.50
21-Sep-18	1643/782-01	Civica Pty Ltd	MLF assets - Aug 18	31,693.85
21-Sep-18	1643/383-01	Colemans Printing Pty Ltd	Printing & stationery	154.00
21-Sep-18	1643/3278-01	Darwin Human Resource & Computer Ac	Indesign introduction course - staff	550.00
21-Sep-18	1643/425-01	Duncan Electrical Pty Ltd	Investigate & repair - Showgrounds front auto gate, separate power supply to cattle wash sump pump, check over Exeloo VIC - not opening, fix sliding door, fan at Airport	9,395.10
21-Sep-18	1643/3442-01	eMerge IT Solutions Pty Ltd T/As No	Permit International calls from reception	132.00
21-Sep-18	1643/412-01	Gagudju Crocodile Holiday Inn	VIC booking	270.37
21-Sep-18	1643/2269-01	Gagudju Lodge Cooida	VIC bookings	2,509.09
21-Sep-18	1643/3857-01	H 105 Mitchell Hotel & Apartments	Staff accommodation for training	330.00
21-Sep-18	1643/461-01	Hire Power NT	Excavator hire on 27th, 30th of Aug 18	1,193.50
21-Sep-18	1643/3819-01	Irwinconsult Pty Ltd	Katherine Hotsprings-Professional Engineering Services	6,050.00
21-Sep-18	1643/3855-01	L R Professional Services	7 x audit committee independent sitting fees	2,800.00
21-Sep-18	1643/144-01	Macs Hire	5 x embroidery of KTC logo for staff	162.39
21-Sep-18	1643/2553-01	Messages On Hold	Programmimg & equipment - 20/08/18 - 19/11/18	1,450.41
21-Sep-18	1643/3187-01	Mr A Wilson	Reimbursement for fuel - staff training	67.96
21-Sep-18	1643/3386-01	Mr R Jennings	Non-practising architect- 18/19 reimbursement	103.80
21-Sep-18	1643/2409-01	Nitmiluk Tours	VIC bookings	8,413.80
21-Sep-18	1643/1722-01	Outback Holiday Parks Pty Ltd T/A	VIC bookings	113.75
21-Sep-18	1643/3738-01	Pritchard Francis Consulting	Riverbank path upgrade options study- Aug 18	3,264.25
21-Sep-18	1643/3087-01	Red Cross College	First Aid Course - 10 x staff	4,180.00
21-Sep-18	1643/226-01	Rowlands Quarry	Supply cover material	4,127.90
21-Sep-18	1643/1273-01	Scotmec Pty Ltd	2 x chainsaw files - Depot	9.80
21-Sep-18	1643/370-01	St John Ambulance	Staff training	150.00
21-Sep-18	1643/3521-01	Tatiana Enterprises Pty Ltd T/A Pea	5 x monthly multi point SEO - Sep 2018	1,100.00
21-Sep-18	1643/3088-01	Territory Debt Collectors	Listing fees - Avdata	86.79
21-Sep-18	1643/3856-01	Territory Fire Service	Fire Warden training - 1 x staff	330.00
21-Sep-18	1643/2887-01	Territory Rural	Supply 1 x quick spray unit, freight and toilet paper supply for public toilets	22,199.06

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

Date	Ref No	Payee	Description	Amount
21-Sep-18	1643/1635-01	The Educational Experience Pty Ltd	School holiday supplies - Library	263.01
21-Sep-18	1643/737-01	Travelodge Mirambeena Resort Darwin	Accommodation	465.30
21-Sep-18	1643/2658-01	United Card Services Pty Ltd	Fuel cards - Aug 18	3,002.39
25-Sep-18	1644/3858-01	Forklift Solutions	New JCB mini excavator model 8025CTS	47,339.60
26-Sep-18	1645/1002-01	Katherine Town Council Social Club	Payroll Deduction	136.00
26-Sep-18	1645/3206-01	RemServ	Payroll Deduction	2,281.10
28-Sep-18	1646/3733-01	Aldermen M Hurley	Ald/Mayor allowances - Sep 18	1,293.33
28-Sep-18	1646/312-01	Astral Contracting	Service & filter change to drink fountain - Airport	437.27
28-Sep-18	1646/9-01	Australia Post (NT)	Postage - Aug 18	664.37
28-Sep-18	1646/1255-01	Benash Maintenance Services	Monthly fire panel maintenance -Airport & CC	121.00
28-Sep-18	1646/1314-01	Bishdun Pty Ltd trading as Nighthaw	Freight charges	24.20
28-Sep-18	1646/1888-01	Car Parts	Supply reflection tape - Hotsprings	14.75
28-Sep-18	1646/1769-01	Compass Cleaning & Ground Maintenan	Cleaning of council public amenities-18/19 - Sep	4,623.76
28-Sep-18	1646/3085-01	Crowhurst Goodline Katherine NT	Remove & replace hydraulic hose - Hook Truck	650.79
28-Sep-18	1646/3745-01	CSG Business Solutions Pty Ltd	Retail display carepack,VMR - 2018/19- Aug 18	235.40
28-Sep-18	1646/773-01	Department of Defence	Rent	275.00
28-Sep-18	1646/3204-01	Downer EDI Works Australia	T18-04 Shoulder Widening works - Florina & Gorge Road	668,168.73
28-Sep-18	1646/425-01	Duncan Electrical Pty Ltd	Investigate & repair Showground main road street light	442.20
28-Sep-18	1646/3442-01	eMerge IT Solutions Pty Ltd T/As No	Nomadnet monthly services - 2018/19- Sep 18	344.90
28-Sep-18	1646/3584-01	Ezko Property Services Pty Ltd	Cleaning of VIC - 2018/19 - Sep 18	5,265.86
28-Sep-18	1646/414-01	Hastings Deering (Australia) Limite	Service and parts - Waste Handler Track Load	1,307.93
28-Sep-18	1646/461-01	Hire Power NT	Hire of Excavator from 05/09/18 to 07/09/18	770.00
28-Sep-18	1646/91-01	Hohns	Supply 1 x 40mm box steel - noxious weed expense, repair side tipper gate - Hinor Tipper Truck, 2 x weld mesh - Sportsground	1,243.41
28-Sep-18	1646/2334-01	Kakadu Dreams	VIC booking	130.37
28-Sep-18	1646/2891-01	Kakadu National Park	Kakadu Passes - Aug 18	31,920.00
28-Sep-18	1646/120-01	Katherine & District Show Society	Refunding deposits - Kath Show, Thank you Events	3,155.00
28-Sep-18	1646/835-01	Katherine Mitre 10	1 x paint brush, 1 x can green paint - Dump	57.43
28-Sep-18	1646/3795-01	Katherine Traffic Control	Traffic management plan - Territory Day	2,603.49
28-Sep-18	1646/514-01	Katherine Vet Care Centre Pty Ltd	Vet fees	162.15
28-Sep-18	1646/525-01	Knotts Crossing Resort	VIC bookings	113.75
28-Sep-18	1646/1080-01	Lane Print & Post Lane Bros Printer	Supply 3500 x letters from Mayor A4 - inserts fo	1,050.50
28-Sep-18	1646/3527-01	LOGIQC Pty Ltd	Monthly subscription- Sep 18	378.40
28-Sep-18	1646/2072-01	M2 Commander Pty Ltd	Telephone service & equipment - Library	113.16
28-Sep-18	1646/144-01	Macs Hire	2 x pkt squinder qwik stick, 1xpkt freezer	112.34
28-Sep-18	1646/2515-01	Marksies Stockmans Camp Tucker Nigh	VIC bookings	56.00
28-Sep-18	1646/159-01	Modern Teaching Aids Pty Ltd	Books/Cassettes	207.57
28-Sep-18	1646/3726-01	Mr J R Zellely	Ald/Mayor allowances - Sep 18	1,293.33
28-Sep-18	1646/3732-01	Mr J Raynor	Ald/Mayor allowances - Sep 18	1,293.33
28-Sep-18	1646/3319-01	Mr P Gazey	Ald/Mayor allowances - Sep 18	1,293.33
28-Sep-18	1646/1835-01	Mrs C F Miller	Ald/Mayor allowances - Sep 18	7,758.66
28-Sep-18	1646/2644-01	Mrs E W Clark	Ald/Mayor allowances - Sep 18	1,293.33
28-Sep-18	1646/3786-01	Mrs R Bala	Reimbursement for YTAA expenses	27.00
28-Sep-18	1646/1055-01	Ms T T Coutts	Deputy Mayor allowances - Sep 18	1,940.00
28-Sep-18	1646/2409-01	Nitmiluk Tours	VIC bookings	15,192.24
28-Sep-18	1646/3595-01	Normist Pty Ltd T/A Katherine Tool	Supply 1 x bag of rags - Depot, recipro saw blades	131.93
28-Sep-18	1646/2750-01	North Australian News Pty Ltd	Ads for Aug 18 - Katherine Times	3,119.60
28-Sep-18	1646/1722-01	Outback Holiday Parks Pty Ltd T/A	VIC bookings	1,155.00
28-Sep-18	1646/211-01	R&M Motorcycle Repairs	Supply battery for Polaris - CB45BM	125.00
28-Sep-18	1646/212-01	RJ Motors	Rego inspections - CA88BT, CA88NX	438.69
28-Sep-18	1646/226-01	Rowlands Quarry	Deliver 3 cubic metre concrete on 31/08/18	792.00
28-Sep-18	1646/2185-01	Scatt's Plumbing Services	Investigate & repair - LSC blocked toilets , Ryan Park male toilet	755.96
28-Sep-18	1646/1294-01	Sterling NT Pty Ltd	Contract cleaning - Sep 18	3,748.75

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

<b>Date</b>	<b>Ref No</b>	<b>Payee</b>	<b>Description</b>	<b>Amount</b>
28-Sep-18	1646/3088-01	Territory Debt Collectors	Commission - Avdata	634.98
28-Sep-18	1646/2887-01	Territory Rural	2 x grease cartridges for WMF, bulk order for Yaanma, Compass Cleaning Contractors	931.61
28-Sep-18	1646/2923-01	Top Didj & Art Gallery	VIC bookings	1,891.75
28-Sep-18	1646/262-01	Top End Rural Services	Irrigation supplies - Fuller Park	1,231.34
28-Sep-18	1646/1712-01	Transpacific Cleanaway Pty Ltd	Garbage collection fees - Aug 18	36,312.76
28-Sep-18	1646/737-01	Travelodge Mirambeena Resort Darwin	Accommodation	375.30
28-Sep-18	1646/3812-01	Tyre Power	1 x tyre repair & balance - Foton 197	45.00
28-Sep-18	1646/3731-01	Where's Wallys Plumbing and Mainten	Unblock drains from Aquatic Centre to pumpout station	1,311.75
28-Sep-18	1646/630-01	Woolworths Limited	Lunch room supplies - Depot	169.74
		<b>TOTAL</b>		<b>1,333,466.81</b>



<b>Katherine Town Council Cheque Payment Listing For the Month of September 2018</b>				
<b>Date</b>	<b>Ref No</b>	<b>Payee</b>	<b>Description</b>	<b>Amount</b>
14-Sep-18	00103225	Power Water	old stuart mem hall water charges 24/07 - 21/08	2,372
28-Sep-18	00103232	Petty Cash (Please Pay Cash)	Petty Cash Increment for WMF	100
28-Sep-18	00103233	Jacana Energy	Rundle St Electricity 24/07/18 - 21/08/18	270
28-Sep-18	1089669	East Arnhem Regional Council	Refund of facility and key deposits	565
28-Sep-18	1089668	Aboriginal Justice Unit	Refund of facility and key deposits	565
28-Sep-18	1089667	Donna Schubert	Refund of facility and key deposits	145
21-Sep-18	1089259	Masters Electricians Australia	Refund of facility and key deposits	565
21-Sep-18	1089258	Mimal Land Management	Refund of facility deposits	520
21-Sep-18	1089257	Senate Select Committee on Still F	Refund of facility deposits	520
14-Sep-18	1089254	Ambrose Solutions	Refund of facility deposits	520
14-Sep-18	1089253	Christopher Kruger	Refund of facility and key deposits	610
07-Sep-18	1088845	Age Christian Church Inc PO Box	Refund of facility deposits	565
07-Sep-18	1088844	Sandra Nelson MLA PO Box 1294	Refund of facility deposits	565
07-Sep-18	1088843	Cancer Council NT PO Box 42719	Refund of cancelled hire fees	819
07-Sep-18	1088842	Sunrise Health Service	Refund for paying for cancelled invoice	621
03-Sep-18	1088165	Christopher Kruger	Refunding cancellation of hire	752
		<b>TOTAL</b>		<b>10,073</b>





# REPORT

**FOLDER:** FINANCE / GRANT FUNDING / NORTHERN TERRITORY LIBRARY  
/ KATHERINE PUBLIC LIBRARY FUNDING

**MEETING:** ORDINARY MEETING OF COUNCIL – 23 OCTOBER 2018

**REPORT TITLE:** PUBLIC LIBRARY SERVICES FUNDING AGREEMENT –  
KATHERINE PUBLIC LIBRARY

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## **Purpose of Report**

To present for consideration and potential endorsement a funding agreement from Northern Territory Library for the provision of Public Library Services for 2018-2023.

## **Background**

Katherine Town Council provides Public Library Services with a financial contribution towards the cost of delivery being met by the Northern Territory Government through Northern Territory Library. The agreement for the 2018-2023 period has now been provided and before accessing payment Council is required to sign and seal the document and then submit a tax invoice. The contribution level for the 2017/2018 financial year is \$369,866 excluding GST with subsequent payments on a yearly basis and eligible for indexation for the period of the agreement.

## **Big Rivers Regional Library Services Working Group**

Through the Connected Community Consultation process undertaken by NT Libraries, opportunities to provide coordinated and shared library services in remote areas has been identified. As a result, a proposal to establish the Big Rivers Regional Library Services Working Group has been received from NT Libraries. Through this Working Group and the funding provided a full-time staff member (coordinator) would be employed to develop and deliver outreach services in under-served communities in the Katherine Town Council, Roper Gulf Regional Council and Victoria Daly Regional Council areas.

This shared services model is based on the successful Big Rivers Region Waste Coordination group which has provided much needed assistance in the area of waste management in the entire Big Rivers Region.

This resource is funded to the amount for \$120,000 (Ex GST). This is included in the Public Library Funding Agreement grant figure. Katherine Town Council will provide officer accommodation for the coordinator as well as pay for all ICT, administration and communications costs.





# REPORT

## OFFICER RECOMMENDATION

### That it be recommended to Council:

That it determines to approve the use of the Council seal and accept the funding agreement for Public Library Services for 2018-2023.

A handwritten signature in blue ink, appearing to read 'Robert Jennings'.

Robert Jennings  
**CHIEF EXECUTIVE OFFICER**

**Delegation:** Executive Manager – Corporate & Community Development, Ms Rosemary Jennings  
**Attachment:** Funding Agreement – Library Services



**FUNDING AGREEMENT**

**FOR**

**PUBLIC LIBRARY SERVICES**

**BETWEEN**

**NORTHERN TERRITORY OF AUSTRALIA**  
represented by its agency  
the Department of Tourism and Culture

**AND**

***KATHERINE TOWN COUNCIL***

Solicitor for the Northern Territory  
68 The Esplanade, Darwin  
GPO Box 1722, Darwin NT 0801  
Telephone: 08 8935 7806 Facsimile: 08 8935 7810  
File no: 1254707



## AGREEMENT

### PARTIES

#### **BETWEEN:**

The **NORTHERN TERRITORY OF AUSTRALIA** represented by its agency, the Department of Tourism and Culture ("**the Territory**")

#### **AND:**

The entity named at Item 1 of Schedule 1 ("**the Recipient**")

### BACKGROUND

- A. The Territory has allocated funding to assist local authorities and organisations to provide core public library services in the Northern Territory.
- B. The Recipient provides public library services for the benefit of its local community.
- C. The Territory agrees to support the Recipient's delivery of public library services by providing funding in accordance with the terms and conditions of this Agreement.

### AGREED TERMS

#### **1. DEFINITIONS AND INTERPRETATION**

##### **Definitions**

1.1 In this Agreement unless a contrary intention appears:

- (a) "**Agreement**" means this document and includes any schedules and annexures;
- (b) "**Asset**" means any item of personal, real or incorporeal property, with a price or value of \$1,000 or more (exclusive of GST);
- (c) "**Business Day**" means a day which is not a Saturday, Sunday or public holiday in Darwin in the Northern Territory;
- (d) "**Commencement Date**" means the date specified in Item 4 of Schedule 1;
- (e) "**Item**" means an Item in Schedule 1 of this Agreement;
- (f) "**Funding**" means the total amount of funding the Territory will pay the Recipient during the Term as set out in Item 6 (plus any applicable indexation) and includes the whole or any part of the Funding and any interest accrued on the Funding or any part of it;
- (g) "**Records**" means the information, records and accounts which the Recipient must keep and maintain pursuant to clause 7.1;
- (h) "**Reports**" means the reports, statements and information which the Recipient must provide to the Territory pursuant to clause 8.1;
- (i) "**Schedule**" means a schedule to this Agreement;
- (j) "**Services**" means the public library services specified in Schedule 3; and
- (k) "**Term**" means the period specified in Item 5 of Schedule 1 and, if extended in accordance with this Agreement, includes the initial term and the extended term.



### Interpretation

- 1.2 In this Agreement, unless the contrary intention appears:
- (a) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
  - (b) words importing the singular number include the plural number and vice versa;
  - (c) words importing any gender include all other genders;
  - (d) the word "including" is not a word of limitation, and is to be interpreted as though it were immediately followed by the words "but not limited to";
  - (e) "person" includes a corporation;
  - (f) headings and sub-headings have been included for ease of reference only and this Agreement is not to be construed or interpreted by reference to such headings or sub-headings;
  - (g) a reference to a party or parties means a party to this Agreement and includes the officers, employees, agents and subcontractors of that party;
  - (h) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
  - (i) no rules of construction apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this document or any part of it.

## 2. OBJECTIVES

The parties' objectives in entering into this Agreement are to:

- 2.1 ensure Northern Territory residents have access to information and their documentary heritage;
- 2.2 encourage and improve literacy amongst Northern Territory residents;
- 2.3 improve the Recipient's library performance in the six areas of outcome measures listed in the "Guidelines, Standards and Outcome Measures for Australian Public Libraries, July 2016" (at <https://www.alia.org.au/node/184/public-libraries>);
- 2.4 ensure the Recipient:
  - (a) provides and continues to provide its community with free access to library services;
  - (b) maintains adequate library facilities and a satisfactory library environment;
  - (c) maintains appropriate reading and research material in the library, including access to the internet; and
  - (d) encourages community development and improve the quality of life of the residents within its community through library services.

## 3. DURATION OF AGREEMENT

- 3.1 This Agreement commences on the Commencement Date and will expire on the later of:
  - (a) the end of the Term; or
  - (b) the date when the Recipient has provided the Territory with everything required to fully acquit the Funding,
 unless earlier terminated in accordance with this Agreement.
- 3.2 This Agreement may be extended prior to expiry for a further period as agreed



between the parties in writing.

- 3.3 Where this Agreement is extended, the Territory may undertake a review of the operation of the Agreement during the final year of the Term and the Recipient must fully cooperate with that review.

#### 4. FUNDING

##### Payment of Funding

- 4.1 Subject to the provisions of this Agreement, the Territory will pay the Recipient the Funding for the performance of the Services in equal instalments (or such other instalments as the Territory notifies the Recipient in writing) on 30 August of the first year and each subsequent year of this Agreement.
- 4.2 The Funding will be paid into the Recipient's bank account, the details of which are set out at Item 7, which bank account must be:
- (a) in the Recipient's sole name and control;
  - (b) held with an authorised deposit-taking institution under the *Banking Act 1959* (Cth);
  - (c) an interest bearing account of a type appropriate for the amount of the Funding and for the purposes of the Services; and
  - (d) the only account used by the Recipient for receipt and expenditure of the Funding.
- 4.3 The parties acknowledge that the Funding may be eligible for indexation in accordance with parameters applied to Territory grant budgets and if so, the Funding will be indexed in accordance with those parameters.
- 4.4 Notwithstanding any other provision of this Agreement, the Territory is under no obligation to pay the Funding or any part of it if the Recipient has failed to comply with the reporting and acquittal requirements at clause 8.

##### Use of Funding

- 4.5 The Recipient must:
- (a) use the Funding (including any interest earned on the Funding), solely for the purpose of providing the Services; and
  - (b) ensure that any amount of the Funding not immediately required for expenditure is held in the Recipient's bank account and any interest earned on those monies is applied and accounted for as though it formed part of the Funding provided by the Territory;
- 4.6 The Recipient may use the Funding to acquire or create an Asset provided that it first obtains the consent of the Territory, which consent may be withheld, or given subject to conditions, in the Territory's absolute discretion.
- 4.7 The Recipient must not commit or use the Funding to re-locate a library or premises from which the Services are provided without first consulting with and obtaining the written approval of the Territory.

##### Further Funding

- 4.8 The Territory may in its discretion pay an additional allocation of funds to the Recipient in an amount, on a date and in a manner determined by the Territory and, save for clause 4.1, the additional allocation will be subject to the terms and conditions of this Agreement as if it were the original Funding.
- 4.9 The Recipient acknowledges that the Territory:
- (a) is under no obligation to provide any further monies to the Recipient if the



Recipient's expenditure on the Services exceeds the Funding and the Recipient accepts responsibility for any additional expenditure or costs incurred in the Services; and

- (b) will have no responsibility for any costs associated with the upkeep and management of the Services or Assets acquired using the Funding.

#### Local Suppliers

4.10 The Northern Territory Government actively supports local business through procuring its goods and services in accordance with the Buy Local Plan. Government grant recipients are strongly encouraged to adopt similar principles when procuring their own goods and services. For more information visit [www.buylocal.nt.gov.au](http://www.buylocal.nt.gov.au).

### 5. THE SERVICES

5.1 The Recipient must:

- (a) deliver the Services within the region specified at Item 8 and to the commitment levels set out at Schedule 3;
- (b) carry out the Services diligently, effectively and to a reasonable professional standard and in accordance with this Agreement;
- (c) adequately resource the Services with competent employees;
- (d) comply with the provisions of any applicable statutes, regulations and by-laws in force from time to time including, if applicable, the *Local Government Act* (NT) and the Local Government (Accounting) Regulations;
- (e) obtain at its own cost all permits, approvals and licences required to be taken out from time to time by the Recipient in connection with its performance of the Services and must keep such permits, approvals and licences current;
- (f) use all reasonable endeavours to meet the objectives at clause 2;
- (g) keep the Territory fully informed on as to the progress of the Services and participate in such meetings and provide such information as is reasonably requested by the Territory relating to the conduct and progress of the Services and the expenditure of the Funding;
- (h) comply, in a timely fashion, with all reasonable requests or directions of the Territory in respect of the Services; and
- (i) promptly advise the Territory in writing of any relevant matters that might affect the Recipient's ability to continue to provide or to complete the Services or to meet any of the Recipient's obligations under this Agreement.

5.2 The Recipient warrants that it will, at its own cost, take reasonable steps to ensure that its employees are appropriately screened, suitably qualified, experienced and trained to undertake their duties in accordance with this Agreement and legislation, including, if necessary, criminal history checks and working with children clearances.

5.3 The Recipient must not engage subcontractors to deliver the Services without the prior written consent of the Territory, which consent may be withheld, or given subject to conditions, in the Territory's absolute discretion.

5.4 The Recipient is responsible for the Services and for ensuring that it complies with this Agreement, and will not be relieved of that responsibility because of any:

- (a) involvement by the Territory in the performance of this Agreement, including the Territory commitments set out in Schedule 2; or
- (b) subcontracting by the Recipient of any part of this Agreement.



- 5.5 The Recipient will be liable to the Territory for the acts and omissions of any sub-contractor and their respective employees and agents as if they were the acts or omissions of the Recipient.
- 5.6 The Recipient must not suspend or cease the provision of the Services without the prior written consent of the Territory, which consent may be withheld, or given subject to conditions, in the Territory's absolute discretion.
- 5.7 If the Recipient suspends any of the Services, whether with the consent of the Territory or otherwise, the Recipient must immediately notify the Territory of that suspension, with detailed reasons, and the Territory may in its absolute discretion take action pursuant to clause 15.

## **6. TERRITORY COMMITMENTS**

The Territory will endeavour to meet the commitments and commitment levels set out in Schedule 2.

## **7. RECORDS**

- 7.1 The Recipient must keep and maintain all information, records and accounts (including all receipts and invoices):
  - (a) in accordance with accounting principles generally applied in commercial practice;
  - (b) as required by law;
  - (c) so that at all times the receipt and expenditure of the Funding is identifiable and ascertainable; and
  - (d) as necessary to provide a complete and detailed record and explanation of the implementation and progress of the provision of the Services.
- 7.2 The Recipient must provide to the Territory the Records within ten (10) Business Days of the request.
- 7.3 The Recipient must keep all Records for a period of six (6) years after the expiry or earlier termination of this Agreement.
- 7.4 The Recipient must, at all reasonable times, give to the Territory and persons authorised by the Territory, permission to inspect, audit and take copies of all Records (and permission to enter the Recipient's premises to do so), and in this respect the Recipient must fully cooperate with, and provide all assistance reasonably requested by, the Territory.
- 7.5 This clause 7 survives the expiry or earlier termination of this Agreement for a period of six (6) years.

## **8. REPORTING AND ACQUITTAL**

- 8.1 In order to acquit the Funding, the Recipient must, no later than 29 August in each year (or such other date as may be agreed by the parties in writing), provide the Territory with:
  - (a) a copy of the Recipient's audited financial statements for the most recent financial year, including income and expenditure statements and balance sheets, which must clearly identify the Funding and the expenditure of the Funding, undertaken by a qualified auditor with appropriate professional registration; and
  - (b) an outcomes report detailing the progress of the delivery of the Services against the service and commitment levels specified in Schedule 3 and measuring the Recipient's performance of the Services against the parties' objective to meet the outcome measures at clause 2.3.



- 8.2 If:
- (a) the Recipient fails to submit a Report in the time or manner required, or at all; or
  - (b) the Territory considers that a Report is deficient in some way,
- the Territory may, in its absolute discretion:
- (c) give the Recipient a notice requiring the Recipient to submit or resubmit the Report, and the Recipient must do so within the time, and in accordance with any request, specified in the notice; or
  - (d) take action under clause 15.
- 8.3 This clause 8 survives the termination of this Agreement until such time as the Recipient has acquitted the Funding and submitted Reports to the satisfaction of the Territory.

## 9. PRIVACY

- 9.1 The Recipient must deal with all Personal Information in a manner which is consistent with the *Information Act* (NT), including the Information Privacy Principles set out in that Act or any 'code of practice' approved under that Act, as if the Recipient were a public sector organisation.
- 9.2 This clause 9 survives the expiry or earlier termination of this Agreement.

## 10. REPAYMENT OF UNSPENT OR MISUSED FUNDING

- 10.1 If, at the expiry or earlier termination of this Agreement ("the Relevant Date"), the Recipient still has any part of the Funding (excluding any part of the Funding legally committed for expenditure in accordance with this Agreement and which falls for payment thereafter), the Recipient must, within ten (10) Business Days of the Relevant Date, advise the Territory of that fact, and return the remaining part of the Funding to the Territory, unless the Territory agrees in writing that the Recipient may retain the remaining part of the Funding for a purpose approved by the Territory
- 10.2 If at any time:
- (a) the Territory forms the reasonable opinion that the Funding has not been used, spent or committed for expenditure in accordance with this Agreement; or
  - (b) it cannot, by reconciliation of the Records be shown to the reasonable satisfaction of the Territory the Funding has been spent or committed in accordance with this Agreement,
- the Territory may, at its discretion, by written notice require the Recipient to:
- (c) repay the Funding or any part of it to the Territory in the manner described in the notice within ten (10) Business Days of the notice; or
  - (d) deal with the Funding or any part of it in accordance with any instructions of the Territory set out in the notice.
- 10.3 Prior to issuing a notice pursuant to clause 10.2 the Territory will give the Recipient a reasonable opportunity to respond to any concerns that the Territory may have regarding the expenditure of the Funding.
- 10.4 A failure to comply with the repayment obligations under this clause 10 will:
- (a) result in interest accruing on the outstanding amount of the Funding at the rate set by the Territory in its 30 Day Payment Policy or any substituted policy, or, if no rate is set in any such policy, the 90 day bank bill rate published by the Reserve Bank of Australia as at the immediately preceding 1 June and which interest will be payable in addition to the principal amount and will continue to accrue on outstanding monies until full payment of the principal and interest



is received; and

- (b) entitle the Territory to take action pursuant to clause 15.
- (c) Any amount owed to the Territory under this Agreement (including any interest) will, without prejudice to any other rights available to the Territory under this Agreement or at law or in equity, be recoverable by the Territory as a debt due to the Territory by the Recipient without further proof of the debt being necessary.

## **11. INSURANCE**

11.1 The Recipient must effect and keep in force appropriate insurance policies including:

- (a) loss, damage or theft of any property used in connection with the delivery of the Services;
- (b) public liability cover for a minimum amount of \$20 million in relation to any single event; and
- (c) workers compensation insurance required by law.

11.2 The Recipient must provide the Territory with evidence of the currency of insurance policies within five (5) Business Days of any request by the Territory.

11.3 The Recipient must not do or omit to do any act where the insurance required under this clause 11 may be rendered void or voidable.

## **12. RISK**

The Recipient accepts all risks in respect of this Agreement and the Services, including the risk of:

- 12.1 the actual cost of providing the Services being greater than anticipated;
- 12.2 the Services not being supplied in accordance with the requirements of any contract between the Recipient and any third party;
- 12.3 all liabilities associated with:
  - (a) health and safety;
  - (b) employee entitlements;
  - (c) payments and liabilities to third parties, including to contractors and subcontractors; and
- 12.4 compliance with laws.

## **13. RELEASE**

13.1 The Recipient releases to the full extent permitted by law, the Territory and its officers, employees, agents, subcontractors, visitors and invitees (in this clause referred to as "those released") from all responsibility or liability for the risks referred to in clause 12, loss of or damage to any property, or injury or death to any person, or any other loss or damage whatsoever, arising out of any involvement of those released pursuant to this Agreement.

13.2 This clause 13 survives the expiry or earlier termination of this Agreement.

## **14. INDEMNITY**

14.1 The Recipient indemnifies and keeps indemnified and holds harmless the Territory, its officers, employees, agents, volunteers, subcontractors, visitors or invitees (in this clause referred to as 'those indemnified') from and against any loss, damage, expense (including legal costs and expenses on a solicitor/own client basis) or other liability, incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified arising out of or in connection with:



- (a) the Services; and
- (b) the Recipient's breach of this Agreement;
- (c) the risks referred to in clause 12,

except to the extent that any unlawful or negligent act or omission of the Territory or its employees or agents contributed to the loss, damage, expense or liability.

14.2 This clause 14 survives the expiration or early termination of this Agreement.

## 15. SUSPENSION AND TERMINATION

### Right of Territory to Suspend or Terminate

15.1 If:

- (a) notwithstanding any other clause in this Agreement, as a result of any change in Territory or Commonwealth government policy, the Funding for the Services is to cease or be reduced;
- (b) the Recipient has failed to comply with a notice provided by the Territory requiring that the Recipient remedy a breach of the terms and conditions of this Agreement within the time specified in the notice;
- (c) the Recipient is dissolved, becomes insolvent, stops payment of its debts or is unable to pay its debts as and when they fall due, or the Recipient enters into an arrangement or composition with its creditors or is placed into receivership or liquidation, whether voluntary or otherwise, or the Territory reasonably suspects that any of these things have occurred or may occur;
- (d) the Recipient (including any officer, employee or member of the Recipient), is in the reasonable opinion of the Territory, guilty of any misconduct, misbehaviour, incompetence, carelessness or gross inefficiency in the discharge of its duties under the terms and conditions of this Agreement, or is convicted of any criminal offence, or the Territory reasonably suspects this has occurred or may occur;
- (e) the Recipient is, in the reasonable opinion of the Territory, unable or unwilling, for any reason, to undertake the continuation or completion of the Services in a manner satisfactory to the Territory; or
- (f) any clause in this Agreement provides that this clause 15 applies;

the Territory may, in its absolute discretion and by written notice to the Recipient, immediately:

- (g) suspend this Agreement and/or dealings with the Funding, and clause 15.2 will apply; or
- (h) terminate this Agreement.

15.2 If the Territory suspends dealings with the Agreement and/or Funding the Territory may:

- (a) end the suspension by written notice to the Recipient, subject to such preconditions (including variations to this Agreement) which the Territory may require; and/or
- (b) if the matter is not resolved to the satisfaction of the Territory, immediately terminate this Agreement by further written notice to the Recipient.

15.3 For the duration of any suspension, the Recipient must:

- (a) hold the Funding in utmost good faith for use only in accordance with the directions of the Territory and must cease all other dealings with the Funding; and



- (b) if the Territory directs, cease performing the Services or perform the Services with such conditions or limitations as the Territory may direct,

and the Territory will not be liable to the Recipient for any suspension of this Agreement and is not obliged to pay the Recipient any part of the Funding during the period of the suspension.

15.4 On termination:

- (a) the Recipient must hold the Funding in utmost good faith for use only in accordance with the directions of the Territory and will cease all other dealings with the Funding; and

- (b) the Territory will not be liable to pay any part of the Funding not already paid, and clauses 10.1, 10.4(a) and 10.4(c) will apply.

15.5 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 Funding remaining unpaid under this Agreement at the date of termination.

15.6 Termination of this Agreement 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.

**16. GOODS AND SERVICES TAX**

16.1 Any term used in this clause that is referred to in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) will have the meaning which it has in that Act.

16.2 The Funding provided under this Agreement is inclusive of GST, with GST calculated using the GST Rate at the Commencement Date, and therefore the Territory will not be liable to pay the Recipient any additional amounts, over and above the Funding, for any GST incurred by the Recipient when the Recipient receives the Funding.

16.3 The Recipient and the Supplier agree that if the Supplier is registered for GST purposes the Recipient will issue to the Supplier Recipient Created Tax Invoices ("RCTI's") in respect of the Supply on the following terms and conditions:

- (a) both the Recipient and the Supplier acknowledge that they are or will be registered for GST when the invoice is issued and the RCTI must show the Supplier's Australian Business Number ("ABN");
- (b) the Recipient and Supplier must reasonably comply with their obligations under the Act and any rulings or determinations issued by the Tax Commissioner;
- (c) the Supplier agrees that the Recipient can issue tax invoices in respect of the Supply;
- (d) the Supplier will not issue tax invoices in respect of the supplies;
- (e) the Supplier will notify the Recipient if it ceases to be registered for GST purposes; and
- (f) the Recipient will notify the Supplier if it ceases to be registered for GST.

16.4 Where the GST Rate is changed after the Commencement Date, the consideration under this Agreement will be increased or decreased so that the consideration remains inclusive of GST, with GST calculated using the new GST Rate from the date of the change of the GST Rate.



**17. DISPUTE RESOLUTION**

- 17.1 Each party must follow the procedures in this clause 17 before starting court proceedings (except for urgent injunctive or declaratory relief).
- 17.2 Any party to this Agreement who wishes to claim that a dispute has arisen must give written notice to the other party setting out details of the dispute.
- 17.3 Within five (5) Business Days of the provision of the written notice, the parties must meet to take whatever actions or investigations as each deems appropriate, in order to seek to resolve the dispute.
- 17.4 If the dispute is not resolved within five (5) Business Days of that meeting (or within such further period as the parties may agree is appropriate) then the parties must refer the dispute to the parties' Chief Executive Officers (or equivalent position or nominee with authority to intervene, direct resolution or settle the dispute) for resolution or, if resolution cannot be reached, agree a process for resolving the whole or part of the dispute through means other than litigation, such as further negotiations, mediation, conciliation or independent expert determination.
- 17.5 Despite the existence of a dispute, both parties must (unless requested in writing by the other Party not to do so) continue to perform their respective obligations under this Agreement.

**18. NOTICES**

- 18.1 Any notice, approval, consent, demand or other communication required or permitted to be given under this Agreement must be in writing and given in one of the following ways:

- (a) by hand delivering to the relevant person;
- (b) by sending a letter through registered mail to the relevant address for service; or
- (c) by sending an email to the relevant email address,

at the Address for Service of Notices for the relevant party in Schedule 1, or such other contact person, address or email address as may be advised by a party in writing from time to time.

- 18.2 A notice given under clause 18.1 is deemed to be given, in the case of:

- (a) hand delivery, immediately on delivery;
- (b) registered mail, on the third Business Day after posting; and
- (c) email on the following Business Day unless within 24 hours of sending, the sender receives an automated electronic message that the email has not been delivered or that the email address is unattended in which case notice is not deemed given,

but if such delivery or receipt is later than 4.00pm (addressee's time) on a Business Day, it is deemed to be received at 9.00am on the next Business Day in the place of receipt.

**19. GENERAL****Nature of Relationship**

- 19.1 No relationship of any kind is created between the parties by this Agreement except by what is expressly stated in this Agreement.

**Assignment**

- 19.2 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.

**Amendments**

19.3 No alteration, addition or amendment may be made to this Agreement other than in writing signed by each of the parties.

**Waiver**

19.4 No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by either of the parties implies or constitutes a further waiver by a party of that condition or covenant, right or remedy or of any other condition, covenant, right, or remedy.

**Severability**

19.5 If a court determines that a word, phrase, sentence, paragraph or provision in this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative.

**Governing Law**

19.6 This Agreement is to be construed and interpreted in accordance with the laws of the Northern Territory of Australia and the parties submit to the jurisdiction of the courts in Darwin in the Northern Territory.

**Intervening Event**

19.7 If the Recipient is unable, wholly or in part, to carry out its obligations under this Agreement due to: natural disasters, strikes, lockouts, or other industrial disturbances, war, unavoidable accident, fire, flood, or explosion (an "Intervening Event"):

- (a) the Recipient must give the Territory notice of the Intervening Event and insofar as is known, the probable extent to which it will be unable to perform or will be delayed in performing its obligations, and its obligations must be suspended so far as it is affected by the Intervening Event;
- (b) once the Intervening Event has ended, the Recipient must carry out all acts which it would have been liable to carry out had the Intervening Event not occurred; and
- (c) the Recipient must take all reasonable steps to eliminate the Intervening Event and resume performance as promptly as practicable.

**Entire Agreement**

19.8 The Agreement constitutes the entire agreement between the parties related to the subject matter hereof, and supersedes any previous agreements or understandings.



IN WITNESS WHEREOF the parties have executed this as an Agreement.

SIGNED by Simonne Shepherd  
for and on behalf of the **NORTHERN** )  
**TERRITORY OF AUSTRALIA** pursuant to a )  
delegation under the *Contracts Act* in the )  
presence of: )

Simonne Shepherd  
Signature  
Date: 7, 8, 15.

M EDWARDS  
Signature of Witness

Megan EDWARDS  
Name of Witness

The **COMMON SEAL** of **KATHERINE TOWN** )  
**COUNCIL** was hereto affixed in pursuance of a )  
resolution of the Council and in accordance )  
with the *Local Government Act* in the presence )  
of: )

Date: ...../...../.....

.....  
Signature of Witness

.....  
Name of Witness



## SCHEDULE 1

Item No.	Description	Details
1.	<b>Recipient</b>	<i>Katherine Town Council</i> ABN: 47 836 889 865
2.	<b>Recipient Address for Services of Notices</b> (clause 18.1)	Attention: Mayor Physical address: Civic Centre, Lot 1865 Stuart Highway KATHERINE NT 0850 Postal address: PO Box 1071 KATHERINE NT 0851 Telephone: 08 8972 5500 Email: records@ktc.nt.gov.au
3.	<b>Territory's Address for Service of Notices</b> (clause 18.1)	Attention: Patrick Gregory Physical address: Level 1 Darwin Plaza Smith Street Mall DARWIN NT 0800 Postal address: GPO Box 42 DARWIN NT 0801 Telephone: 08 8922 0720 Email: Patrick.gregory@nt.gov.au
4.	<b>Commencement Date</b> (clause 1.1 (d))	<i>1<sup>st</sup> July 2018</i>
5.	<b>Term</b> (clause 18.1 (k))	<i>5 years</i>
6.	<b>Funding</b> (clause 18.1 (f))	\$369,866 excluding GST <i>/annum</i>
7.	<b>Recipient's Bank Account</b> (clause 4.2)	Account name: Katherine Town Council BSB: 065-902 Account number: 10339697
8.	<b>Region for delivery of Services</b> (clause 5.1 (a))	<i>Katherine Town</i>



**SCHEDULE 2**
**TERRITORY COMMITMENTS**

Service ID	Service	Commitment
N1	Manage Public Library Funding Agreement on behalf of the Northern Territory Government	<ul style="list-style-type: none"> <li>• Provide information on annual grant funding prior to end of previous financial year</li> </ul>
N2	Develop NT public library sector by providing opportunities for all public libraries to collaborate and share information and by supporting the implementation of Territory-wide and national library frameworks in the Northern Territory	<ul style="list-style-type: none"> <li>• Convene Public Libraries Strategic Development Committee meetings at least twice per year</li> <li>• Provide an online platform for sectoral communications and information sharing</li> <li>• Collaborate with public libraries to progress the Vision 2017-2023 agenda</li> <li>• Disseminate and promote the adoption of the Standards, Guidelines and Outcome Measures for Australian Public Libraries 2016</li> <li>• Disseminate and promote the adoption of the Aboriginal and Torres Strait Islander Protocols for Libraries, Archives and Information Services and participate in their update.</li> </ul>
N3	In collaboration with the sector, develop and deliver an annual public libraries sectoral development program	<ul style="list-style-type: none"> <li>• Convene Library Sector Learning Working Group</li> <li>• Develop annual sectoral learning program in collaboration with Library Sector Learning Working Group</li> <li>• Encourage peer learning through development of Lead Learners program</li> <li>• Convene Aboriginal Community Libraries Working Group</li> <li>• Convene Programming Working Group</li> </ul>
N4	Represent the Northern Territory public library sector in national forums	<ul style="list-style-type: none"> <li>• Represent the sector in the Australian Public Library Alliance (APLA), National and State Libraries Australasia (NSLA),</li> </ul>



		<p>International Federation of Library Associations (IFLA) and other national and international groups as required.</p> <ul style="list-style-type: none"> <li>• Coordinate sectoral responses to information requests from organisations such as the Australian Library and Information Association</li> </ul>
N5	<p>Provide advisory services relating to strategic library development issues for Municipal libraries; advisory services relating to both strategic and operational issues for Rural libraries and Remote Aboriginal Community libraries.</p>	<ul style="list-style-type: none"> <li>• Provide support for sectoral development and operational issues through the LibrariesNT Service Desk</li> <li>• Visit each public library annually to provide onsite support and advisory services</li> <li>• Answer any public reference inquiries forwarded from public libraries</li> <li>• Support the development of regional library services</li> </ul>
N6	<p>Provide centralised sectoral reporting and evaluation capabilities.</p>	<ul style="list-style-type: none"> <li>• Provide annual report on NTL and public libraries' key statistics and achievements against ALIA Public Libraries outcome areas, performance against schedules, and expenditure.</li> <li>• Coordinate sectoral reporting to national public library statistics.</li> <li>• Provide online tool for statistical reporting</li> </ul>
N7	<p>Management of Library Resource Allocation (LRA) funding.</p>	<ul style="list-style-type: none"> <li>• Review LRA amount per council on an annual basis according to a transparent methodology.</li> <li>• Undertake procurement and contract management relating to the purchase of library resources.</li> <li>• Convene Collections Development Working Group</li> <li>• Manage subscriptions to Territory-wide eResources in collaboration with Collections Development Working Group</li> </ul>
N8	<p>Provide a shared Library Management System for all Territory public libraries.</p>	<ul style="list-style-type: none"> <li>• Manage selection, procurement and annual license payments for Library Management System</li> <li>• Ensure LMS is regularly upgraded and enhanced</li> </ul>



		<ul style="list-style-type: none"> <li>• Manage relationships with LMS vendor</li> <li>• Implement LMS user agreements with councils and deliver services to the standards documented in these agreements</li> <li>• Provide support for LMS issues through the LibrariesNT Service Desk</li> <li>• Convene Library Management System Working Group</li> <li>• Provide capacity for public libraries to run their own LMS reports as required</li> <li>• Provide LMS learning sessions</li> </ul>
N9	Provide free community Wi-Fi internet services to Indigenous communities	<ul style="list-style-type: none"> <li>• 46 communities serviced with NBN internet plans</li> </ul>
N10	Provide Community Stories digital keeping place software to Indigenous communities	<ul style="list-style-type: none"> <li>• All Remote Aboriginal Community libraries have access to Community Stories on request and with relevant learning and support.</li> </ul>
N11	Participate in Connect NT Inter Library Loan network	<ul style="list-style-type: none"> <li>• Provide Inter Library Loan service, including postage, from the NTL General Collection to libraries in the network, with postage paid both ways.</li> </ul>



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**SCHEDULE 3**


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**PUBLIC LIBRARY SERVICE**

Service ID	Service	Commitment
M1	Provide free core library services to meet local requirements but available to all NT residents as required.	<ul style="list-style-type: none"> <li>• Deliver library services within the overarching framework provided by the Guidelines, Standards and Outcome Measures for Australian Public Libraries and Connected Communities: Vision for Northern Territory Public Libraries 2017-2023.</li> <li>• Provide free entrance to the library during times determined by local requirements and guided by Guideline G12.5 in the Guidelines, Standards and Outcome Measures for Australian Public Libraries.</li> <li>• Develop library collections and lend collections to the public.</li> <li>• Support library users to effectively utilise collections (including eResources), technology and spaces.</li> <li>• Provide regular programming reflecting community requirements and make space available for other organisations to run community programs.</li> <li>• Promote library services to the community.</li> <li>• Deliver services to community through outreach programs.</li> </ul>
M2	Develop collections to meet the current, emerging and future needs of the local community.	<ul style="list-style-type: none"> <li>• Purchase collection materials through Library Resource Allocation funding and any additional council funding in accordance with local Collection Development policies.</li> </ul>



		<ul style="list-style-type: none"> <li>Active participation in Collections Development Working Group.</li> </ul>
M3	Provide a suitable physical facility that meets community requirements	<ul style="list-style-type: none"> <li>Space is welcoming, comfortable and well maintained.</li> </ul>
M4	Provide collections and services that support early childhood development	<ul style="list-style-type: none"> <li>Maintain space and collections for children within library.</li> <li>Provide family reading programs such as Storytime.</li> </ul>
M5	Provide access to digital technology	<ul style="list-style-type: none"> <li>Free public access to up to date computer equipment and standard software.</li> <li>Public access to printing.</li> <li>Provide free Wi-Fi internet service.</li> </ul>
M6	Support shared Territory-wide Library Management System	<ul style="list-style-type: none"> <li>Participate in the Library Management System Working Group.</li> </ul>
M7	Ensure that staff have sufficient capability to deliver the library service	<ul style="list-style-type: none"> <li>Ensure that all library staff are encouraged and supported to maintain a process of continuing professional development ensuring ongoing growth in staff knowledge, skills and capacity.</li> <li>Active participation in Library Sector Learning Working Group.</li> </ul>
M8	Provide reports on library services and financial management as required	<ul style="list-style-type: none"> <li>Annual financial grant acquittal provided by 31 October.</li> <li>Annual Outcomes Report provided by 30 September.</li> <li>Service usage data entered into online statistical collection tool monthly, quarterly or annually as requested.</li> </ul>
M9	Participate in sectoral development activities	<ul style="list-style-type: none"> <li>Representative from Council to be a member of and actively participate in Public Libraries Strategic Development Committee.</li> <li>Ensure that the library service is encouraged and supported to develop and implement contemporary, creative and innovative practices, programs and processes.</li> </ul>



		<ul style="list-style-type: none"> <li>• Ensure that library programs and services meet the priorities of the library's community through engagement, consultation and evaluation. Ongoing evaluation of library programs and services is used to monitor implementation, quality and effectiveness of library operations.</li> <li>• Provide Lead Learners for sectoral development activities.</li> </ul>
M10	Provide reciprocal borrowing privileges to applicants who are members of any other public library service in the NT	<ul style="list-style-type: none"> <li>• Full participation in Connect NT.</li> </ul>
M11	Participate in Big Rivers Regional Library Service shared services arrangement.	<ul style="list-style-type: none"> <li>• Participation as per Schedule 4.</li> </ul>



#### **Schedule 4 – Big Rivers Regional Library Services**

This Agreement establishes a Big Rivers Regional Library Services shared resource to provide library services to Katherine Town Council, Roper Gulf Regional Council and Victoria Daly Advisory Council.

This resource is funded to the amount of \$120,000 (ex GST) with contributions as follows:

- Katherine Town Council: \$50,000
- Roper Gulf Regional Council: \$40,000
- Victoria Daly Regional Council: \$30,000

This \$120,000 is included in the Public Library Funding Agreement grant to Katherine Town Council.

This funding is provided for the purpose of employing a full time staff member (Big Rivers Regional Library Services Coordinator) to develop and deliver outreach services under under-serviced communities in the three council areas.

Katherine Town Council will provide office accommodation for the Coordinator and pay for ICT, administration and communications costs.

The Coordinator position will:

- Have appropriate qualifications and experience in the delivery of library services or related services;
- Report to a member of the Katherine Town Council executive team.

The recruitment panel for the Coordinator position will include a representative from each Council and a representative from Northern Territory Library.

#### **Big Rivers Regional Library Service Working Group**

The work of the Coordinator will be guided by a Big Rivers Regional Library Service Working Group. The work of the Coordinator will be designed to provide benefit to each Council in proportion to each Council's funding contributions.

The Working Group will consist of the Coordinator and a representative from each Council.

The Terms of Reference for the Working Group will be established at a Big Rivers Regional Library Service Forum, to be organized and funded by Northern Territory Library, in consultation with Councils. This Forum will be held no later than 31 October 2018. Each Council will send at least one representative to this Forum.



The Coordinator will provide an annual report of activities to both the Working Group and Northern Territory Library.





# REPORT

**FOLDER:** PROPERTY MANAGEMENT/DISPOSAL/ASSET DISPOSAL & AUCTIONS

**MEETING:** ORDINARY MEETING OF COUNCIL – 23 OCTOBER 2018

**REPORT TITLE:** DISPOSAL OF OBSOLETE PROPERTY

## PURPOSE OF REPORT

To dispose of Katherine Public Library unused and outdated minor assets.

## BACKGROUND

In accordance with Local Government requirements approval is sought to dispose of the items listed below.

## ANALYSIS

The Katherine Public Library currently has a number of items which are either obsolete, no longer function or are excess to Council requirements.

It is proposed to dispose of the following unserviceable items (including clearing of computer hard drives) at the Katherine Public Library.

NUMBER OF ITEMS	ITEM DESCRIPTION	CONDITION
3	Computers – Keyboards – Monitors and Mouse	Beyond economical repair
6	Public computer chairs	Beyond economical repair
4	Public desk chairs	Beyond economical repair

## OFFICER RECOMMENDATION

**That it be recommended to Council:**

That the Mayor and Chief Executive Officer be authorised to dispose of the obsolete items as listed above.

Robert Jennings  
**CHIEF EXECUTIVE OFFICER**

**Delegation:** Library Manager, Mrs Colleen Kerr  
**Schedule of Attachments:** Nil





# REPORT

**FOLDER:** Finance / Grant Funding / KTC Community Grants 2018  
**MEETING:** ORDINARY COUNCIL MEETING – 23 OCTOBER 2018  
**REPORT TITLE:** COMMUNITY GRANTS – ACCEPTANCE OF SUCCESSFUL GRANT APPLICATIONS

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## **Purpose of Report**

To accept the recommendations of the Community Grants Assessment Committee and award the Community Grants for 2017/18.

## **Background**

Council has developed the Community Grants Program to provide a transparent and accountable system of distributing funds by application, to community groups, organisations and individuals to assist in the development and implementation of innovative initiatives. The grants assist the local community in achieving community development principles and to further contribute to the betterment and the well-being of the citizens of Katherine and the enhancement of our environment.

The Community Grants Scheme was open from the 6 August 2018 to the 10 September 2018. A total of 16 applications were received, ten (10) for the Community Groups category and six (6) for the Major Events category.

The Community Grants Assessment Committee met on Monday 17 September 2018 to assess the applications received. The notes from the meeting (outlining the recommended recipients for the 2017/18 Community Grants) are attached.

Following the awarding of the grants all applicants will be notified of the outcome with successful applicants provided with funding agreements.

## **Financial Implications**

Council has a budget allocation of \$40,000 for Community Grants for the 2018/2019 financial year. This allocation is available to meet assessed projects across two categories of submissions – Grants for Community Organisations of up to \$2,000; and Grants for major events of up to \$5,000.

## **OFFICER RECOMMENDATION**

### **That it be recommended to Council:**

1. That Council approve the awarding of the following grants as per the recommendations of the Community Grants Assessment Committee Minutes of Monday 17 September 2018 on receipt of necessary paperwork and confirmation of any previous grants being acquitted.

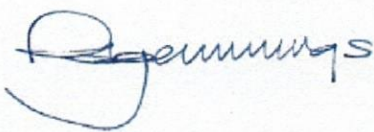


**Community Group (Up to \$2,000)**

<b>Organisation</b>	<b>Project</b>	<b>Amount</b>
Katherine Horse and Pony club	Light hire for event	\$1,600
National Trust of Australia (NT)	Signage	\$1873.81
National Trust of Australia (NT)	Electronic Records Keeping System	\$1791.72
GYRACC	Staff First Aid training	\$250.00
Katherine Community Choir	Choir Start up fund	\$2000.00
Katherine Men's Shed	Signage & Furniture	\$2000.00
Katherine Anglican Church	Carols BBQ	\$500.00
Katherine Community Radio	Event Broadcasting Components	\$2000
<b>TOTAL</b>		<b>\$10,015.53</b>

**Major Event (Maximum \$5,000)**

<b>Organisation</b>	<b>Event</b>	<b>Amount</b>
Katherine Show Society	Big Bang Science Display at The Show	\$5000
Katherine Community Markets	Night Markets	\$2500
Australian Red Cross Society - Kalano Care	Kalano Lights	\$2000
KRA - Junk Sculpture Festival	Dance Workshops	\$5000
<b>TOTAL</b>		<b>\$16,500.00</b>



Robert Jennings  
**CHIEF EXECUTIVE OFFICER**

**Delegation:**

**Schedule of Attachments:**

Community Support Officer, Ms Rebecca Mewburn

Community Grants Assessment Committee Meeting Notes Table of the 17  
September 2018







# REPORT

**FOLDER:** Government Relations / Meetings / LGANT / Meetings  
**MEETING:** ORDINARY MEETING OF COUNCIL – 23 OCTOBER 2018  
**REPORT TITLE:** LOCAL GOVERNMENT ASSOCIATION OF THE NORTHERN TERRITORY (LGANT) – GENERAL MEETING AND ANNUAL GENERAL MEETING

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## PURPOSE OF THE REPORT

To nominate and to seek approval for the nominated delegates and Katherine Town Council CEO to attend the General and Annual General Meetings of LGANT being held in Darwin between 6-9 November 2018.

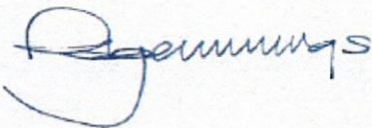
## REPORT

The LGANT General Meeting and Annual General Meeting is being held in Darwin between 6-9 November 2018. It is proposed that nominations be sought from Elected Members and that the nominated delegates and CEO attend as the KTC representative group.

## OFFICER RECOMMENDATION

**That it be recommended to Council:**

1. The nominated delegates be recorded.
2. The nominated delegates attend the LGANT General Meeting and Annual General Meeting as Katherine Town Council's representative group.
3. LGANT be notified on the nominated KTC representatives.



Robert Jennings  
**CHIEF EXECUTIVE OFFICER**

**Delegation:** Ms Sue Crammond, Executive Assistant  
**Schedule of Attachments:** LGANT AGM and General Meeting Notification & Registration Form



**LOCAL GOVERNMENT ASSOCIATION  
OF THE NORTHERN TERRITORY**



**NOTICE OF ANNUAL GENERAL MEETING AND GENERAL MEETING**

Notice is given that the 2018 Annual General Meeting and the second General Meeting of the Local Government Association of the Northern Territory of 2018 will be held at the City of Darwin Function Room on 8-9 November 2018 commencing at 9:00am. Registrations commence at 8:30am.

The order of business will be as per the agendas for the meetings which will be circulated four weeks prior to the meetings.

Members are advised that proxy votes are not permitted on the day of the meeting unless prior notice has been given to the Association.

Dated this 28<sup>th</sup> day of September 2018.

A handwritten signature in blue ink, appearing to read 'T Tapsell', written in a cursive style.

**Tony Tapsell  
CHIEF EXECUTIVE OFFICER**



### MEMBER REGISTRATION

LGANT CONFERENCE, GENERAL MEETING AND AGM

8-9 NOVEMBER 2018

CITY OF DARWIN FUNCTION ROOM



**PLEASE RETURN BY EMAIL TO [elaine.mcleod@lgant.asn.au](mailto:elaine.mcleod@lgant.asn.au)  
BY THURSDAY 25 OCTOBER 2018**

Council Name: \_\_\_\_\_

Council will be represented at the LGANT Conference, General Meeting and AGM at the City of Darwin Function Room by:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Special Dietary Requirements (please specify) \_\_\_\_\_

Please mark in each box how many people will be attending:

<input type="checkbox"/>	LGANT Conference, General Meeting and AGM \$95.00 per person.
<input type="checkbox"/>	Dinner – Thursday 8 November 2018 from 6:00pm Litchfield Room, DoubleTree by Hilton Esplanade, 116 The Esplanade, Darwin \$75.00 per person

***Please note: cancellations will be accepted up until 4pm Friday 2 November 2018 – cancellations after this date will still be charged.***

Invoices will be sent after the event. Look forward to seeing you there.

Tony Tapsell  
Chief Executive Officer



