



# **Ordinary Meeting of Council Agenda**

**Tuesday 25 July 2017**  
**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**

**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**

Leave of Absence – Mayor Fay Miller – 1 September – 8 October 2017

**5. Confirmation of Previous Minutes**

5.1 Minutes of the Ordinary Council Meeting held 27 June 2017.

The Minutes from Ordinary Council Meeting 27 June 2017 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**

Nil

**13. Reports of Officers**

<b>13.1</b>	Monthly Report of the Chief Executive Officer – June 2017	1-5
<b>13.2</b>	Monthly Report Corporate & Community Services Report – June 2017	6-12
<b>13.3</b>	Monthly Report Works & Services Division Report – June 2017	13-17
<b>13.4</b>	Monthly Financial Report – June 2017	18-32
<b>13.5</b>	Municipal Plan – Quarterly Review	33-46
<b>13.6</b>	Acquittal – Special Purpose Grant – Revitalisation of Hot Springs	47-53
<b>13.7</b>	Tender 17/04 – Rockhole Community Access	54-64
<b>13.8</b>	Minutes of the Katherine Sportsgrounds Advisory Committee Meeting – 20 June 2017	65-70
<b>13.9</b>	Consent to Provide Comments to Licensing NT	71-79
<b>13.10</b>	Katherine Museum - Lease Renewal	80-114

**14. Reports from Representatives on Committees**

Nil

**15. Late Agenda**

- 15.1** Memorandum of Understanding – Pool Management Services Agreement – YMCA NT.

**16. General Business**

**17. Confidential Items**

- 17.1** Henry Scott Recreation Centre Services Agreement – YMCA NT.

**18. Next Ordinary Council Meeting**

The eighth Ordinary Meeting of Council for 2017 will be held on Tuesday 12 September 2017.

**19. Meeting Close**





# REPORT

**FOLDER:** Local Governance / Council Meetings / Chief Executive Officer Report

**MEETING:** ORDINARY MEETING OF COUNCIL – 25 JULY 2017

**REPORT TITLE:** MONTHLY REPORT OF THE CHIEF EXECUTIVE OFFICER FOR JUNE 2017

## PURPOSE OF THE REPORT

To present the Report of the Chief Executive Officer for the month of June 2017.

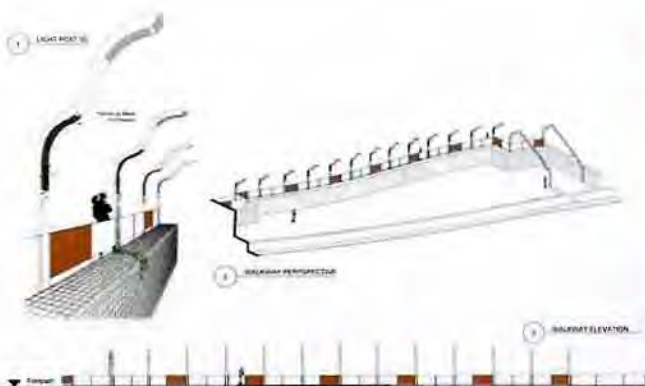
## COMMENTS

The following projects and services were progressed in June 2017:

### Hot Springs Update

Works at the Hot Springs recommenced on 29 April 2017 with the earthworks and gabion stone retaining walls. Infrastructure works for lighting and reticulation are now well underway. The architect engaged for the project, met with Katherine Town Council (KTC) Elected Members and officers to progress design ideas and construction details for Stage 2 of the project. Progress is now being made on the design of the overall landscaping as well as the playground sculptural element itself in concert with the Jawoyn and Dagoman people.

Community consultation is planned for this next stage of the project to complement the consultation already done on Stage 1. The Stage 1 works will be completed before the end of the dry and Stage 2 works will be dependent on the collaborative design efforts between KTC and the appropriate Aboriginal Groups.



*Design of the terrace with lighting and stage.*



*Image of the works in June 2017.*

### Katherine Economy and Main Street Update

The 2016 Census data released show that Katherine is now the fastest growing region in the Northern Territory outside of Darwin. This data is supported by the Katherine industrial sector, the \$1B RAAF Tindal works, tourism spending, the strong pastoral industry, the many contracts being released by DIPL, pop-up cafes and home businesses; officers believe Katherine is performing relatively well when compared to other NT Townships.





# REPORT

Whilst it is difficult to combat the natural vacancy of street shops common across towns across Australia, since late 2016, Sandra Nelson MLA, the Department of Infrastructure, Planning and Logistics (DIPL), the Katherine Chamber of Commerce and Katherine Town Council have been meeting separately to discuss how to best support our community with respect to our main street.

Since 2016, DIPL have secured additional funding to deliver minor improvements to the street on top of the ongoing operational funding, whilst the visionary project of enhancing the main street along with the Railway Terrace Revitalisation project planning was also commenced in 2016. The Railway Terrace Revitalisation project by Council and DIPL is identified in the draft Municipal Plan 2017/18 as being a series of activities and elements that improve the area as a multi-use community recreation space that includes:

- The new RSL Cenotaph (already funded and in construction)
- A railway museum precinct (already funded)
- Connections to the main street (including an upgraded town square)
- A potential new function centre on the river's edge
- A new cultural trail and associated spaces for community and tourists (funding is scheduled for 2017/18)
- The remaining space will be put out to community consultation for submissions as to potential uses.

## **Airport Update**

As at the time of this report, the lease document is with the Department of Defence for their signing – officers have been calling regularly to try to progress this matter. The re-tender documentation for the apron works has been completed and will be released pending potential agricultural expansion discussions.

The master plan and environmental plan are being progressed to allow completion within the six (6) month timeframe. Council's membership in the Australian Airports Association (AAA) has allowed access to resources for both these documents.

## **LGANT Insurance Scheme**

On 15 June 2017, officers met with LGANT and Jardine Lloyd Thompson representatives to progress the idea of a combined NT Local Government Scheme. The key finding was that premiums should stay consistent or improve over the long term and there will likely be a number of additional benefits. A number of Councils indicated an interest in progressing the idea in principle, including Katherine Town Council.

## **Disability and Inclusion**

On 22 June 2017, officers met with representatives from Youth Worx and Somerville about setting up a Disability and Inclusion Committee that looks at the Katherine Region. The City of Darwin has a similar group that has provided benefits to the city.

## **Update of Action Items from Special Meeting of Council – 22 June**

Grant Funding Agreement – Katherine Community Centre. Council seal affixed and documents have been signed.

Grant Funding Agreement – Infrastructure Upgrades to Katherine Showgrounds. Council seal affixed and documents have been signed.





# REPORT

## **Interim Audit Report**

The interim audit report on Katherine Town Council's compliance to the Local Government Act was provided on 22 June 2017 stating there were no significant issues noted during the audit.

## **Doggy Day Event**

Positive social media responses have been posted for both the life time registration for desexed and microchipped dogs, and the discounted microchipping service available on the day.

## **TTE Update**

Officers are progressing the proposed agreement with Tourism Top End and Katherine Town Council. A position for the benefit of all parties was sent to the Chair of the board in June 2017.

## **KIWA/ FoodLadder Anniversary**

The first anniversary of the Katherine Indigenous Women's Association (KIWA) project was held on 8 June 2017. A project update briefing was provided by Foodladder and KIWA representatives. The educational, school and training benefits of the project were discussed and some methods of building upon the successes of the first year identified.

## **PFAS Water Testing**

- Results have been provided first week of June 2017 with elevated levels identified
- RAAF Tindal and Northern Territory Government have been advised





# REPORT

## Staff Statistics – JUNE (All figures are for 2016-2017 Financial Year.)

<b>Sick Leave Summary (excluding Maternity Leave)</b>					
<b>2017</b>	<b>Number of Permanent Employees</b>	<b>Total Hours</b>	<b>Total Days</b>	<b>Total days lost per person YTD</b>	<b>Special Notes</b>
		<b>Used</b>	<b>Lost</b>		
<b>Executive</b>					
Sick/Family leave hours used	3	622.20	81.87	27.29	
<b>Community Services</b>					
Sick/Family leave hours used	4	371.00	48.82	12.20	
<b>Community Services - Visitor Information Centre</b>					
Sick/Family leave hours used	5	402	53.02	10.60	
<b>Community Services - Library</b>					
Sick/Family leave hours used	6	496.10	65.28	10.88	
<b>Corporate Services</b>					
Sick/Family leave hours used	6	964.16	126.86	21.14	
<b>Works &amp; Services</b>					
Sick/Family leave hours used	5	647.40	85.18	17.04	
Sick/Family leave hours used	11	901.40	118.61	10.78	
Sick/Family leave hours used	1	247.80	32.61	32.61	
<b>Waste Management</b>					
Sick/Family leave hours used	4	236.10	31.07	7.77	
<b>TOTALS</b>	<b>45</b>				

### Service Requests Received and Completed

The system which reports on Service Requests is continuing to cause issues and this month we have been unable to extract the usual data. However, what we do know is, 56 requests were completed during the month of June.





# REPORT

## Complaints Received

Council received zero (0)\* complaints for the month of June 2017.

Administration	June	YTD
Elected Members	0	0
VIC	0	0
Management	0	0
Library	0	0
Rangers	0	0
Works	0	0

\* Statistics compiled over the calendar year.

## Complaints Completed

Council completed zero (0)\* complaints for the month of June 2017.

Administration	June	YTD
Elected Members	0	0
VIC	0	0
Management	0	0
Library	0	0
Rangers	0	0
Works	0	0

\* Statistics compiled over the calendar year.

## OFFICER RECOMMENDATION

**That it be recommended to Council:**

That the Chief Executive Officer Report for the month of June 2017 be received and noted.

Robert Jennings  
**CHIEF EXECUTIVE OFFICER**

Delegation:  
Schedule of Attachments:

Nil  
Nil



# REPORT

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

**MEETING:** ORDINARY MEETING OF COUNCIL – 25 JULY 2017

**REPORT TITLE:** CORPORATE AND COMMUNITY SERVICES REPORT FOR THE MONTH OF JUNE 2017

## Purpose of Report

To present the Report for Corporate and Community Services for the month of June 2017.

## LIBRARY

### Programs & Events

Program	Date & Time
Broadband for Seniors Computer Training	Tuesday & Thursday
Wriggle & Rhyme	Tuesday, 9.30 to 10.00 am
Story Time	Wednesday, 10.30 to 11.30 am
School Holiday Program	27 June – 12 July 2017

Event	Date	Type of Event/Activity
Green Snaps Exhibition	Friday, 2 June 2017	Opening Night
Movie Afternoon	Friday, 30 June 2017	Alvin and the Chipmunks
Katherine Region of Writers	June 2017	Monthly Meeting

### Displays

Green Snaps Exhibition	2-17 June 2017
Harry Potter Turns 20	1-30 June 2017
Food – Children's Area	1-30 June 2017

### Analysis / Comments

Green Snaps - Exhibition Opening night was 2 June 2017. This is a yearly event that is held at the Katherine Public Library. The library is involved with Green Snaps by the way of sponsoring two (2) of the categories and attending meetings. The exhibition was on display at the library for two (2) weeks, 2-17 June 2017. Attendance was recorded at over 40 people.

School Holiday Program commenced on 27 June 2013 and will continue through to 13 July 2017. Twice a year the library holds this program. The age group is 5-12 year olds and runs three (3) sessions a week for three (3) weeks. The first week of the holidays the children created "edible fun" this considered of making your own pizza and ice-cream. In total the attendance was 24 children.



Movie Afternoon – This month’s movie was Alvin and the Chipmunks. Children quickly settled in with their bean bags and pillows. Recorded numbers were 22.

Patron, Computer’s and Wriggle & Rhyme numbers for June were up. Story time was slightly down this month, this could be due to the school holidays and people going away.

## Facebook

### KATHERINE PUBLIC LIBRARY – FACEBOOK STATUS – JUNE 2017

Results from 5 June 2017 – 2 July 2017

Note: Does not include today's data

Organic Paid

#### Actions on Page

4 June – 1 July

1

Total actions on Page ▲100%



#### Page Views

4 June – 1 July

59

Total Page views ▼20%



#### Page Likes

4 June – 1 July

23

Page likes ▲35%



#### Reach

4 June – 1 July

4,039

People reached ▼2%



#### Post engagements

4 June – 1 July

573

Post engagements ▼57%



#### Videos

4 June – 1 July

22

Total video views ▼84%



#### Page followers

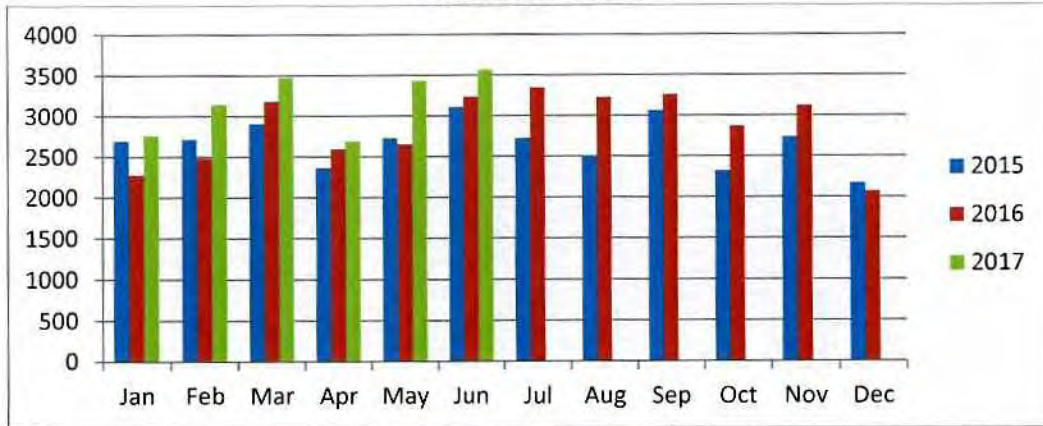
4 June – 1 July

23

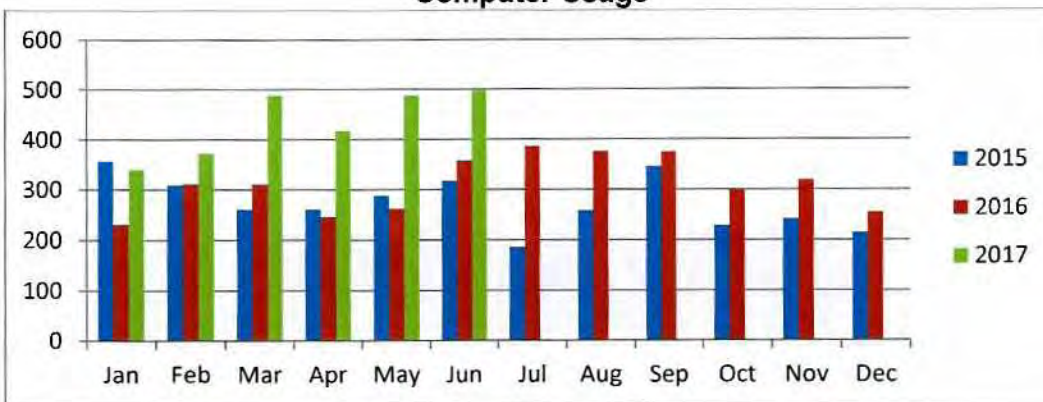
Page followers ▲35%



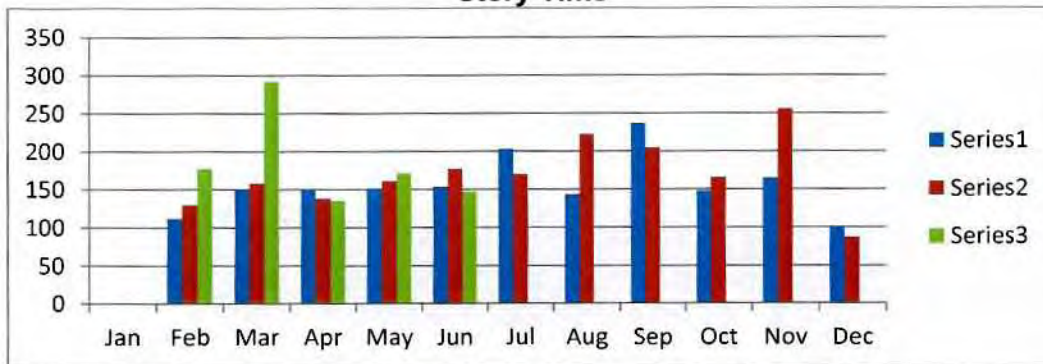
**Patron Numbers**



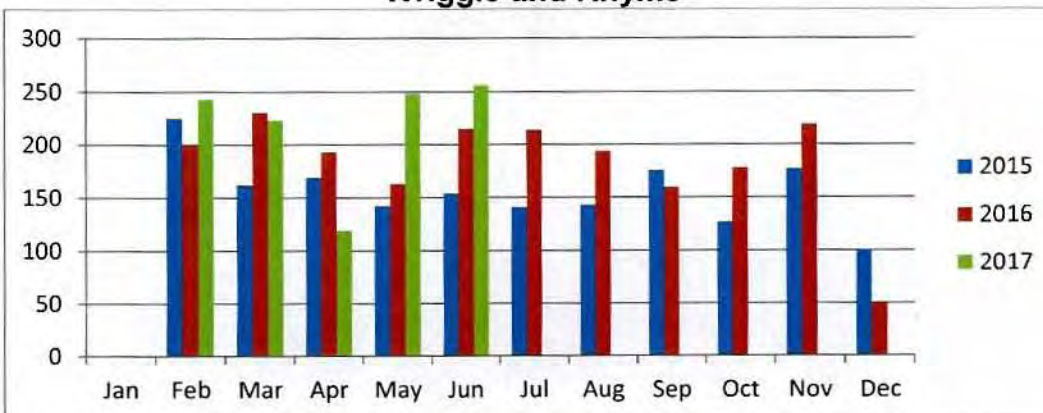
**Computer Usage**



**Story Time**



**Wriggle and Rhyme**





## **VISITOR INFORMATION CENTRE**

### **Feedback**

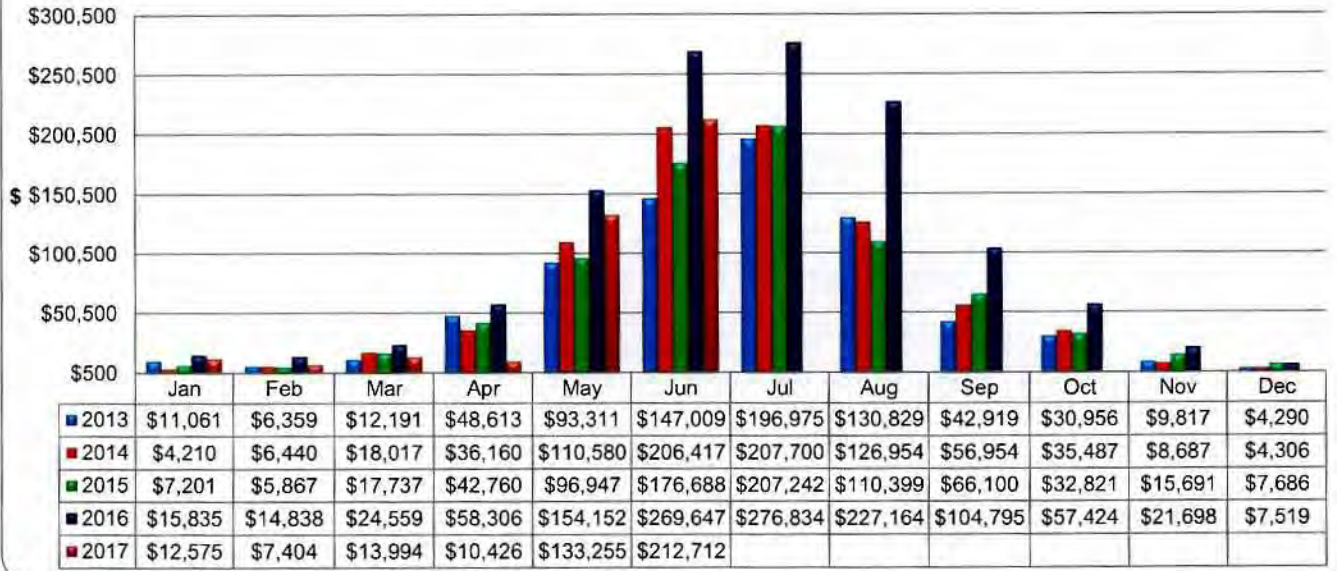
- Sixteen (16) of the 26,724 visitors (0.05%) completed a customer service satisfaction survey. All the surveys (100%) rated the level of service and information as excellent.
- The number of Super Deed Nominations received were unknown at time of compiling report.
- Improvements (ongoing)
  - **Reducing customer service wait time**
  - In addition to our Point of Sale (POS) systems, we are adding a couple of consulting stations on the floor for a more personal interaction with customers that come as groups.
  - **Using our outdoor facilities**
  - Creating activities outside for a better atmosphere. (An example of an activity is hosting an event where we offer tastings of the products we sell at the VIC such as tea tastings and chutney tastings. We also plan to have special guest features, such as a live band every now and again).
  - **Increase our conversion rate sales:**  
Our plan in 2017/2018 is to drive sales within our region, focusing on converting our visitor numbers into sales through targeted digital marketing (reaching our customers before they arrive to Katherine) in order for them to have set plan/itinerary to spend more money and time within the Katherine region.
- Most useful information in June:  
How much there is to do in Katherine, brochures, information on the Savannah Way and Kakadu National Park.

### **Analysis / Comment June**

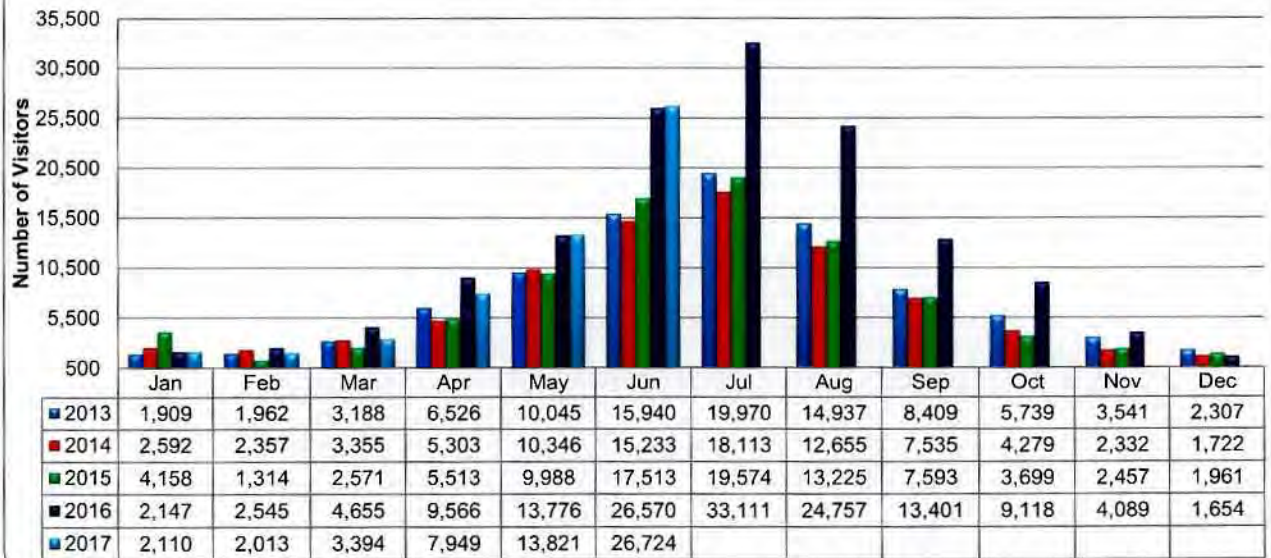
- Total sales figure for June 2017 was \$212,711.85, a decrease of \$56,935 or a 21% decrease on June 2016.
- Visitor numbers for June 2017 were 26,724, an increase of 154 or an increase of 0.57% on June 2016.
- An average sale per visitor for June 2017 was \$7.96 per visitor, compared to last year's average of \$10.15 per visitor.

**Note:** We will continue to provide exceptional customer service and focus on selling the experiences that Katherine has to offer. Our aim is to see a dramatic increase in visitor spend within Katherine and continue to increase our conversion rate month to month and overall, annually.

**Value of Sales Calendar Year**

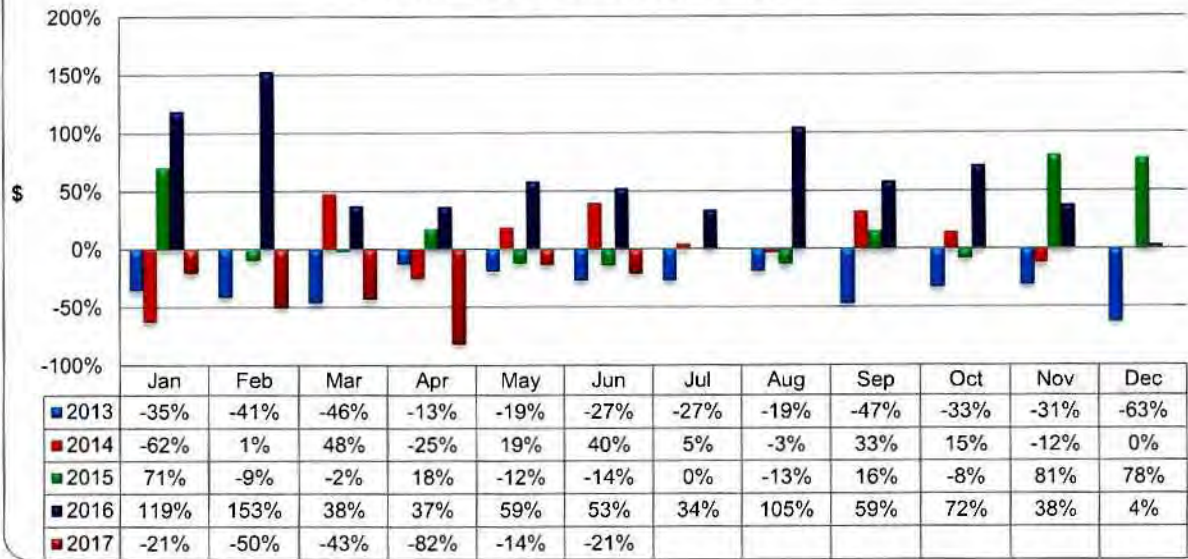


**Number of Visitors Calendar Year**

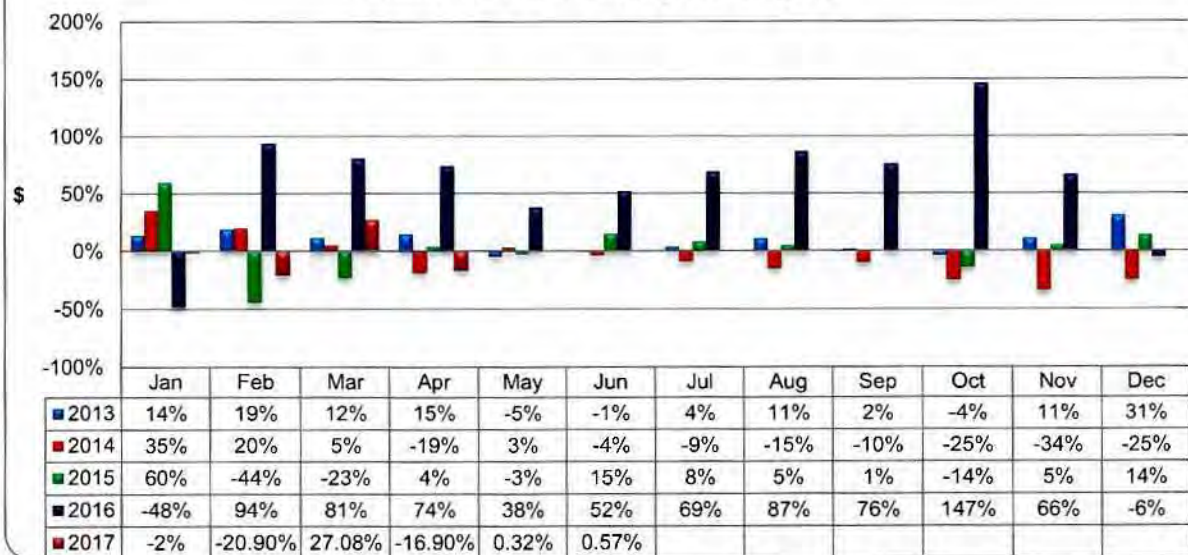




Variance of Sales from previous years



Variance of Visitors from previous years





**OFFICER RECOMMENDATION**

**That it be recommended to Council:**

That the Corporate and Community Services report for the month of June 2017 be received and noted.

Robert Jennings  
**CHIEF EXECUTIVE OFFICER**

**Delegation:**  
**Schedule of Attachments:**

Director Corporate & Community Services, Claire Johansson  
 nil



# REPORT

**FOLDER:** Local Governance / Council Meetings / Works & Services Reports  
**MEETING:** ORDINARY MEETING OF COUNCIL - 25 JULY 2017  
**REPORT TITLE:** WORKS & SERVICES DIVISION REPORT FOR THE MONTH OF JUNE 2017

## Purpose of Report

To inform Elected Members of tasks, activities and projects undertaken by the Works & Services Division, during the month of June 2017.

## Major works

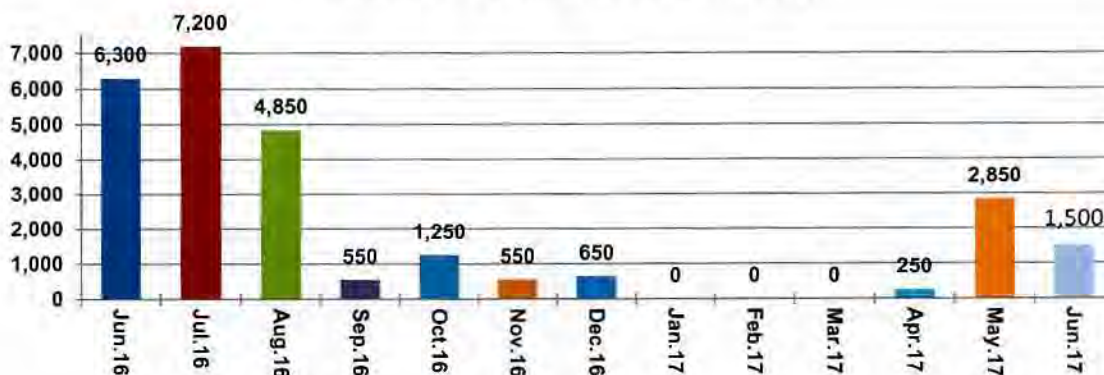
- Council contractor Power Projects commenced the retrofitting of Street Light Luminaires as per Tender T16/17 with an anticipated completion date for the installs being end of June 2017.
- The redevelopment project of the Hot Springs continues with numerous contractors engaged in the rock wall construction and concreting.
- Major earthworks at the Hot Springs have concluded allowing for soil and erosion controls to be applied to the batters including hydrospraying of seed.

## Facilities

### **Parks & Open Areas**

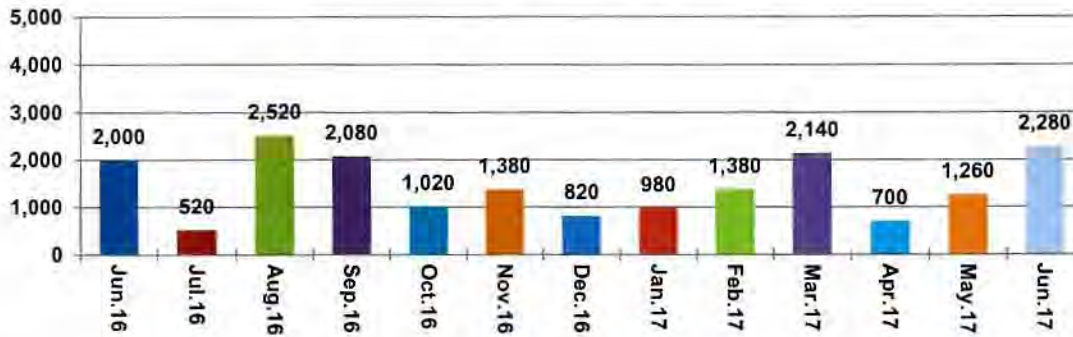
- Council Contractor Remote Civil and Katherine Plastering and Tiling repaired the foot/bike path in between Hot Springs and Low Level, the repairs required ground stabilisation and the damaged section of path was replaced with concrete.
- Council Contractor Cav's Mowing removed a dead Mahogany tree opposite Katherine South School.
- Council Staff continued noxious weed spraying in the river corridor.
- Council contractor Duncan Electrical repaired the Hot Springs Bore.
- Council Staff replaced 30 broken, damaged and vandalised sprinkler components throughout the larger urban area; the total cost of these repairs and installations to date (2016/17 financial year) is \$19,650.00.

**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 (2016/17 financial year) is 17,080kg.

**Monthly Urban Litter Collection (kg)**



### **Buildings**

- Council Contractor Benash replaced broken smoke detectors at the Katherine East Community Centre.

### **Katherine Showgrounds**

- Council Contractor Scatt's Plumbing carried out repairs to blocked toilets at the Stuart McDowell Hall.
- Council Staff prepared the rodeo arena prior to the Katherine Show.
- Council contractor Duncan Electrical repaired the oval light towers at the Showgrounds.
- Council Contractor Astral Plumbing repaired the irrigation at Oval 2 and a leaking tap at the Showgrounds.

### **Katherine Sportsgrounds**

- Council contractor Astral Plumbing repaired water leaks around the area.
- Council contractor Fletcher's Plumbing repaired bore lines between Bore 2 and Bore 3.
- Council contractor Where's Wally Plumbing and Maintenance carried out repairs to town water leak at the Sportsground.
- Council contractor Top End Backhoe excavated Oval 2 for irrigation repairs and trenching of new electrical lines between Bore 2 and Bore 3.
- Council contractor All Regions Electrical carried out repairs to electrical lines between Bore 2 and Bore 3 and disconnected the old light towers at the Sportsgrounds.

### **Katherine Memorial Cemetery**

- There were six (6) burials during the month of June 2017.
- Council Contractor Scatt's Plumbing carried out repairs to blocked toilets at the Cemetery.



### **Katherine Civil Airport**

- Daily serviceability inspections were carried out by Council staff and contractor, RHADS Security, no issues were found.
- Council contractor Arafura Street Sweeping carried out a monthly sweeping of the RPT and GA Aprons during the month of June 2017.
- Council Contractor Drennen Builders inspected and carried out testing for asbestos at Katherine Airport Buildings. Testing has come back as no asbestos found.
- Council contractor AAM Surveyors conducted survey for an Airport Apron extension.

### **Waste Management Transfer Station**

- Council Contractor Hat Creek Civil supplied and delivered 400t of clean fill to the Waste Management Facility used for the coverage of exposed waste.
- Council dry hired a wheeled loader from Hat Creek Civil while repairs were being made to KTC waste handler.
- As per KTC EPA licence requirements ground water testing was undertaken throughout the facility:
  - Results from routine water sampling, carried out in May at the Waste Management Facility, are within acceptable limits and do not show any significant differences from previous testing. Due to the topical nature of perfluorinated chemicals, the ground and surface water at the landfill was also tested for these pollutants. Although the surface water was within the current safe guidelines, the levels of PFOS and PFHxS were well above these guidelines. The Department of Defence has been notified and consideration of these results is being incorporated into a new round of groundwater testing.

### **Binjari**

- Council hook bins are placed at Top and Bottom Camps (alternate weeks) and emptied on an as required basis; 1,920kg of litter was collected during the month of June 2017.

### **Road Reserves**

#### **Road Pavements**

- Council contractor Arafura Site & Street Sweeping carried out the scheduled sweeping and kerbside spraying for the month of June 2017.
- Depot staff carried out road patching at various locations around town.
- Council contractor AAM Surveyors conducted surveying along the Railway Terrace drain.

#### **Nature Strips and Footpaths**

- Council staff identified and treated Caltrop outbreaks along urban nature strips.
- Council contractor Katherine Plastering repaired four (4) damaged sections of footpath at Finnis Place.

### **Personnel & Services**

#### **Community Events**

- Council Staff provided Traffic Control for School of the Air on Giles Street during their open day.

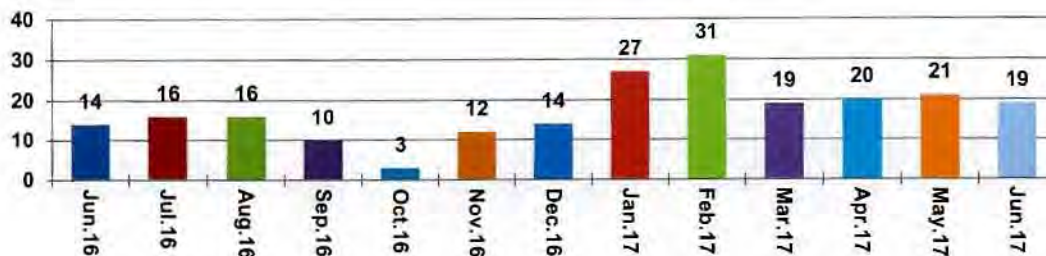
**Personnel / Travel / Training & Conferences**

- Four Council staff underwent Play Park Safety Training delivered by Play Right Australia.

**Inspectorate Services**

- Please refer to *Attachment A* for a full breakdown on the Regulatory Services conducted by Council Rangers over the month of June 2017.
- Continuation of the 'Mosquito Monitoring' program for Environmental Health.
- Council Staff with assistance from NT Police removed vehicles and an illegal camp from opposite the Sports Grounds.
- Pound Statistics for the month of June 2017 are as follows:
  - 13 dogs returned to their owners.
  - 4 dogs purchased by new owners.
  - 2 dogs were euthanized.
  - 3 dogs were carried over.
  - 9 cats were euthanized.

**Monthly Impoundment of Dogs**



**OFFICER RECOMMENDATION**

**That it be recommended to Council:**

- That the report of the Works & Services Division for the month of June 2017 be received and noted.

Robert Jennings  
**CHIEF EXECUTIVE OFFICER**

**Delegation:** Acting Director Works & Services, David Moore  
**Schedule of Attachments:** Attachment A: Rangers Hourly Breakdown of Tasks - June 2017



TASK		ANIMAL CONTROL RANGER	RANGER IRRIGATION	NOTES
DAY TO DAY DUTIES:	GENERAL OFFICE DUTIES / ERRANDS / TRAVEL / SMOKO	41.2	27.6	
MEETINGS / TRAINING:	INTERNAL / EXTERNAL	32.8	30	
INSPECTIONS:	VACANT LOTS / NATURE STRIPS / FACILITY HIRES / ASSET INSPECTIONS	8.4	10	
PARK PATROLS:	ILLEGAL CAMPING / LITTER / PERSONAL BELONGINGS	30.1	5	
PARKING PATROLS:			8	
ANIMAL CONTROL:	PATROLS / INVESTIGATION / CAPTURE / IMPOUND / RELEASE / CLEANING / OTHER	25.9	35.6	
VEHICLE PREPARATION:		2	8	
ABANDONED VEHICLES:	IMPOUND / RELEASE / DISPOSE	3	5	
LEAVE:	ANNUAL / SICK / PUBLIC HOLIDAY / OTHER	23.8	38	
IRRIGATION:				
<b>NUMBER OF INFRINGEMENTS   LETTERS / NOTICES TO COMPLY ISSUED   VEHICLES IMPOUNDED</b>				
INFRINGEMENTS:	PARKING		5	5 x Notice to Comply
	ILLEGAL CAMPING		4	4 x Notice to Comply
	LITTER	2		2 x Illegal Dumping
	ANIMAL CONTROL	4	2	3 x Dog at Large   1 x Unregistered   2 x Notice to Comply
LETTERS / NOTICES:	VACANT LOTS / ANIMAL CONTROL ETC.	20	2	8 x Dog Notices   5 x Ranger Calls   9 x Notice to Comply
IMPOUNDED:	ABANDONED VEHICLE/S	2	2	



# REPORT

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

**MEETING:** ORDINARY MEETING OF COUNCIL – 25 JULY 2017

**REPORT TITLE:** MONTHLY FINANCIAL REPORT – JUNE 2017

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## **Purpose of Report**

To receive and note the monthly financial report prepared by the Corporate Services Executive Manager 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 June 2017.



Robert Jennings

**CHIEF EXECUTIVE OFFICER**

**Delegation:**

**Schedule of Attachments:**

Corporate Services Executive Manager, Alice Anastacio

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 Operating Results

● The overall operating result to date, compared to budget is on track to meet forecast.

#### ● Budget Reviews/Variations

#### ● Cash Position

The cash flow is well positioned with investments maturing on a monthly basis; this reduces the risk of abnormal cash demands and/or peaks in capital expenditure.

### 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 \$215k at the end of June.

	May-17	Jun-17
Rates debtors	324,526.13	265,255.68
Sundry debtors	51,241.45	289,915.81
Weighbridge debtors	69,624.23	106,376.81
Infringement - Animal	27,186.69	26,944.29
Infringement - Parking	10,324.00	10,141.40
Infringement - Litter/Camping	832.00	1,032.00
<b>Total outstanding</b>	<b>483,734.50</b>	<b>699,665.99</b>

### Rates Debtors Analysis

Rates debtors have decreased by \$59k with \$265k still outstanding. Every reasonable effort is being made to recover all outstanding rates.



### Sundry Debtors Age Analysis

The table below compares age analysis of current, 30 days, 60 days, 90 days and 120 days for the month of June 2017.

	May-17	Jun-17
Current	31,448.29	272,185.62
Over 30 days	12,044.80	9,109.17
Over 60 days	1,141.94	3,545.96
Over 90 days	2,102.83	(178.06)
Over 120 days	4,503.59	5,253.12
<b>Total</b>	<b>51,241.45</b>	<b>289,915.81</b>

The overall increase of \$238k in sundry debtors balance is mainly attributable to invoicing for Capital Grant Funding of \$250K.

### 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 June 2017.

	May-17	Jun-17
Current	42,205.76	65,428.88
Over 30 days	15,684.88	31,694.95
Over 60 days	6,829.36	1,813.39
Over 90 days	644.88	3,195.04
Over 120 days	4,259.35	4,244.55
<b>Total</b>	<b>69,624.23</b>	<b>106,376.81</b>

The increase in current balance is due to a new debtor with total current balance of \$31,289.20. Increase in over 30 days were due to timing of payment of one debtor of which over \$14K have been received in the first two weeks of July.

**KATHERINE TOWN COUNCIL**  
**STATEMENT OF BUDGET ESTIMATE COMPARISON**  
 As at 30 June 2017

	Original Budget	Budget Reviews	Revised Budget	Monthly Actual	YTD Actual	End of Year Forecast	Budget Variation
<b>INCOME</b>							
Rates and annual charges	6,998,417	(65,000)	6,933,417	7,563	6,933,027	6,933,417	
Statutory charges	60,300	(20,000)	40,300	2,123	39,718	40,300	
User charges	1,190,474	214,500	1,404,974	141,191	1,385,165	1,404,974	
Grants, subsidies and contributions	1,770,510	172,131	1,942,641	769,042	2,718,167	1,942,641	
Interest	350,900	36,000	386,900	22,246	322,433	386,900	
Reimbursements	80,700	-	80,700	26,584	99,245	80,700	
Other income	103,800	-	103,800	1,230	176,572	103,800	
<b>Total operating income</b>	<b>10,555,101</b>	<b>337,631</b>	<b>10,892,732</b>	<b>916,810</b>	<b>11,674,327</b>	<b>10,892,732</b>	<b>0</b>
<b>EXPENDITURE</b>							
Employee costs	4,434,677	20,000	4,454,677	356,575	4,186,938	4,454,677	
Materials, contracts and other expenses	4,848,302	528,429	5,376,731	615,030	5,132,038	5,376,731	
<b>Total Operating Expenses</b>	<b>9,282,979</b>	<b>548,429</b>	<b>9,831,408</b>	<b>971,605</b>	<b>9,318,976</b>	<b>9,831,408</b>	<b>-</b>
<b>Operating surplus/(deficit) before depreciation</b>	<b>1,272,122</b>	<b>(210,798)</b>	<b>1,061,324</b>	<b>(54,795)</b>	<b>2,355,351</b>	<b>1,061,324</b>	<b>-</b>
Depreciation	3,896,889	-	3,896,889	324,741	3,896,892	3,896,889	
<b>Operating surplus/(deficit) before capital items</b>	<b>(2,624,767)</b>	<b>(210,798)</b>	<b>(2,835,565)</b>	<b>(379,535)</b>	<b>(1,541,541)</b>	<b>(2,835,565)</b>	<b>-</b>
<b>Net gain (loss) on disposal of assets</b>	<b>(85,466)</b>	<b>-</b>	<b>(85,466)</b>	<b>-</b>	<b>(15,227)</b>	<b>(85,466)</b>	<b>-</b>
Amounts received specifically for new or upgraded assets including brought forward amounts	1,136,994	1,378,938	2,515,932	-	2,515,932	2,515,932	
<b>Net operating surplus/(deficit)</b>	<b>(1,573,239)</b>	<b>1,168,140</b>	<b>(405,099)</b>	<b>(379,535)</b>	<b>959,164</b>	<b>(405,099)</b>	<b>-</b>



# KATHERINE TOWN COUNCIL

## CAPITAL INCOME & EXPENDITURE

As at 30 June 2017

	Original Budget	Budget Reviews	Revised Budget	Monthly Actual	YTD Actual	End of Year Forecast	Budget Variation
<b>Sources of capital funding</b>							
General revenue used for capital purposes	1,271,719	341,621	1,613,340	145,901	946,449	1,613,340	-
Other capital revenue sources:							
Proceeds from sale of capital assets	93,000	-	93,000	-	-	93,000	-
Grants and subsidies	1,136,994	2,274,203	3,411,197	224,872	2,043,305	3,411,197	-
Transfers from internally restricted funds	579,650	(500,000)	79,650	-	56,283	79,650	-
<b>Total capital funding</b>	<b>3,081,363</b>	<b>2,115,824</b>	<b>5,197,187</b>	<b>370,772</b>	<b>3,046,037</b>	<b>5,197,187</b>	<b>-</b>
<b>Application of capital funding</b>							
Non current capital assets:							
Buildings and other structures	166,000	(32,000)	134,000	6,323	90,581	134,000	-
Plant and machinery	733,000	(476,406)	256,594	-	248,745	256,594	-
Infrastructure assets	1,413,563	2,302,167	3,715,730	102,023	1,887,496	906,563	-
Improvements	698,500	322,063	1,020,563	231,839	755,941	3,829,730	-
Furniture and equipment	70,300	-	70,300	30,587	63,274	70,300	-
Total	3,081,363	2,115,824	5,197,187	370,772	3,046,037	5,197,187	-
<b>Total capital expenditure</b>	<b>3,081,363</b>	<b>2,115,824</b>	<b>5,197,187</b>	<b>370,772</b>	<b>3,046,037</b>	<b>5,197,187</b>	<b>-</b>

**CASH AND INVESTMENTS**  
30 June 2017

<b><u>GENERAL FUND</u></b>	\$
<b><u>Commonwealth Bank</u></b>	
Balance as per bank statement, 30 June 2017	156,223.25
Plus net outstanding deposits/(withdrawals)	<u>(43,206.77)</u>
Adjusted cash at bank balance, 30 June 2017	<b><u>113,016.48</u></b>

**INVESTMENTS**

<b>FINANCIAL INSTITUTION</b>	<b>PRINCIPAL \$</b>	<b>INTEREST RATE %</b>	<b>EFFECTIVE DATE</b>	<b>MATURITY DATE</b>	<b>FINANCIAL INSTITUTION TOTALS \$</b>	<b>% FINANCIAL INSTITUTION</b>
Commonwealth Bank	390,183.93		on call	on call	75,432.09	0.52%
Bendigo Bank	5,554,452.05	2.55	21-Apr-17	22-Aug-17	5,554,452.05	38.15%
National Australia Bank	1,242,717.61	2.62	16-May-17	15-Feb-18	1,242,717.61	8.54%
Westpac Bank	2,264,988.06	2.60	7-Mar-17	4-Aug-17		
Westpac Bank	1,830,604.89	2.63	28-Apr-17	25-Sep-17		
Westpac Bank	1,568,710.14	2.63	29-Apr-17	27-Nov-17		
Westpac Bank	2,021,926.03	2.60	9-Jun-17	5-Nov-17	7,686,229.12	52.79%
<b>Total Investments</b>					<b><u>14,558,830.87</u></b>	<b>100.00%</b>
<b>TOTAL FUNDS (incl internally restricted funds)</b>					<b><u>14,671,847.35</u></b>	

**Internally Restricted Funds**

Provision for Asset Management	\$ 4,259,434
Provision for Employee Entitlements and Other Liabilities	1,236,552
<b>Total</b>	<b><u>\$ 5,495,986</u></b>



**DEBTORS REPORT**  
**30 June 2017**

Category	Current \$	30+ days \$	60+ days \$	90+ days \$	120+ days \$	TOTAL \$
Sundry	272,185.62	9,109.17	3,545.96	178.06	5,253.12	289,915.81
Weighbridge	65,428.88	31,694.95	1,813.39	3,195.04	4,244.55	106,376.81
<b>Total</b>						<u>396,292.62</u>
Infringements	Current \$	30+ days \$	60+ days \$	90+ days \$	> 12 months \$	TOTAL \$
Animal	633.00	3,528.00	-	4,171.00	19,020.69	27,352.69
Parking	-	-	-	561.00	9,472.00	10,033.00
Litter	200.00	-	-	-	482.00	682.00
Camping	200.00	-	-	-	350.00	550.00
<b>Total</b>						<u>38,617.69</u>
				Arrears incl interest & legal fees \$		<b>TOTAL \$</b>
Rates	230,026.08			37,925.50		267,951.58
<b>Grand Total</b>						<u>702,861.89</u>

<b>Katherine Town Council Cheque Payment Listing For the Month of June 2017</b>				
<b>Date</b>	<b>Ref No</b>	<b>Payee</b>	<b>Description</b>	<b>Amount</b>
26-May-17	00102976	Jacana Energy	Electricity	53,539.02
26-Jun-17	00102979	RTM, Motor Vehicle Registry	Registration & Third Party Insurance	8,388.10
26-Jun-17	00102980	Power Water	Ex Cos Projects Netwks Reg	187,523.45
30-Jun-17	00102984	RTM, Motor Vehicle Registry	Registration & Third Party Insurance	1,257.45
30-Jun-17	00102989	Power Water	Cemetry 22-4-17 to 23-5-17	14,383.82
30-Jun-17	00102993	Jacana Energy	showgrounds 21-4-17 to 22-5-17	22,671.96
		<b>TOTAL</b>		<b>287,763.80</b>



**Katherine Town Council  
EFT Payment Listing  
For the Month of June 2017**

Date	Ref No	Payee	Description	Amount
01-Jun-17	1470/1002-01	Katherine Town Council Social Club	Payroll Deduction	536.00
01-Jun-17	1471/2389-01	Rest Superannuation	Superannuation-May 2017-6	9,026.52
01-Jun-17	1471/2470-01	Hesta Super Fund	Superannuation-May 2017-9	434.25
01-Jun-17	1471/2516-01	AGEST	Superannuation-May 2017-11	8,798.63
01-Jun-17	1471/2549-01	CBUS	Superannuation-May 2017-14	1,442.23
01-Jun-17	1471/2554-01	MTAA Super	Superannuation-May 2017-15	889.05
01-Jun-17	1471/2576-01	HostPlus Superannuation	Superannuation-May 2017-16	2,074.12
01-Jun-17	1471/2626-01	AMIST Superannuation	Superannuation-May 2017-18	982.35
01-Jun-17	1471/2638-01	MLC Super Fund	Superannuation-May 2017-20	1,361.60
01-Jun-17	1471/2686-01	BT Super for Life	Superannuation-May 2017-24	1,378.59
01-Jun-17	1471/2941-01	Unisuper	Superannuation-May 2017-31	250.44
01-Jun-17	1471/3063-01	Quadrant Superannuation	Superannuation-May 2017-37	868.14
01-Jun-17	1471/3108-01	ANZ One Path Superannuation	Superannuation-May 2017-33	1,500.08
01-Jun-17	1471/3140-01	IOOF- Pursuit Select Personal	Superannuation-May 2017-34	176.35
01-Jun-17	1470/3206-01	RemServ	Payroll Deduction	2,321.10
01-Jun-17	1471/3279-01	Emergency Services & State Super	Superannuation-May 2017-39	1,241.40
01-Jun-17	1471/3496-01	National Mutual Retirement Fund	Payroll Deductions	780.41
01-Jun-17	1470/64-01	United Voice	Payroll Deductions	69.90
01-Jun-17	1471/65-01	Statewide Super	Payroll Deductions	24,168.21
01-Jun-17	1470/67-01	Child Support Agency	Payroll Deductions	796.08
02-Jun-17	1473/1255-01	Benash Maintenance Services	Mthly FIP service Airport & CC Mar-17	379.50
02-Jun-17	1473/1422-01	Katherine Regional Arts	Supply of Sound Tech & Equip Anzac Movie	605.00
02-Jun-17	1473/144-01	Macs Hire	Bunting	362.97
02-Jun-17	1473/1722-01	Riverview Tourist Village	VIC bookings	1,023.75
02-Jun-17	1473/1769-01	Compass Cleaning & Ground Maintenanc	Mthly clean VIC exeloo July 2016 - June	8,358.46
02-Jun-17	1473/1777-01	BIG4 Katherine Holiday Park	VIC bookings	245.00
02-Jun-17	1473/1888-01	Car Parts	FREIGHT - P/H	828.10
02-Jun-17	1473/2045-01	Dollars & Sense	Frillies Club Supplies	26.88
02-Jun-17	1473/2191-01	Slingshot Haulage PTY LTD	PULL DOZER OUT OF DITCH - WTS	3,300.00
02-Jun-17	1473/2271-01	Shady Lane Tourist Park	VIC bookings	1,788.50
02-Jun-17	1473/2276-01	Aurora Kakadu Resort	VIC - John Mackinnon	121.62
02-Jun-17	1473/2277-01	Kakadu Air Services P/L	VIC bookings	437.50
02-Jun-17	1473/2320-01	Airpower (NT) Pty Ltd	REFUND - Cancelled site Expo	440.00
02-Jun-17	1473/2354-01	Litchfield Tourist & Van Park	VIC - 5891632 - Klaus Richter	140.00
02-Jun-17	1473/2409-01	Nitmiluk Tours	VIC bookings	9,440.31
02-Jun-17	1473/2515-01	Marksies Stockmans Camp Tucker Nigh	VIC bookings	529.75
02-Jun-17	1473/263-01	Top News	various - books	883.78
02-Jun-17	1473/2897-01	Tonkin Consulting	CONSULTANCY - QUARRY & ROCKHOLE	7,920.00
02-Jun-17	1473/3075-01	FARMWORLD NT PTY	Hoses for Iseki	141.80
02-Jun-17	1473/3085-01	Crowhurst Engineering Katherine NT	Hydrolic hose massy	98.63
02-Jun-17	1473/312-01	Astral Contracting	Contract Plumbing	105.95
02-Jun-17	1473/3130-01	Katherine Motel	VIC bookings	113.75
02-Jun-17	1473/3143-01	Boab Nominees Pty Ltd	VIC bookings	113.75
02-Jun-17	1473/3175-01	Quest Parap	***** CANCELLED *****	206.00
02-Jun-17	1473/3253-01	HeliSpirit	VIC bookings	376.25
02-Jun-17	1473/3366-01	Katherine Outback Experience	VIC bookings	481.25
02-Jun-17	1473/3402-01	Green Frog Systems Pty Ltd	Final - Street Light Replacement	75,343.17
02-Jun-17	1473/3442-01	eMerge IT Solutions Pty Ltd T/As No	Phone & Accessories	3,389.70
02-Jun-17	1473/3450-01	Hat Creek Civil Pty Ltd	3x 4hour shifts @ WMF Loader hire	1,474.00
02-Jun-17	1473/3470-01	City of Palmerston	TRANSFER TIFFANY BROWN	5,445.31
02-Jun-17	1473/3508-01	ProWeld & Machining Pty Ltd	Rugby Goalposts	12,859.00
02-Jun-17	1473/3511-01	Department of Attorney-General and	Fru Fines enforcement for Q-3	264.00
02-Jun-17	1473/3609-01	Masterplan	SHED 23 CHAMBERS DRIVE	9,886.89
02-Jun-17	1473/3669-01	Howson Management	Progress inv-01-05-17 to 15-05-17	11,868.45
02-Jun-17	1473/3683-01	Drennan Builders	Tennis Court Canteen - Asbestos	880.00
02-Jun-17	1473/3684-01	Mr R HAMMOND	Hot Springs Access way	6,933.00
02-Jun-17	1473/479-01	Norsign (NT) Pty Ltd	2x Advisory Signs Hotsprings	159.50

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



**Katherine Town Council  
EFT Payment Listing  
For the Month of June 2017**

Date	Ref No	Payee	Description	Amount
02-Jun-17	1473/514-01	Katherine Vet Care Centre Pty Ltd	Vet Fees	2,051.50
02-Jun-17	1473/525-01	Knotts Crossing Resort	VIC bookings	367.50
02-Jun-17	1473/556-01	Beaupaires Katherine	1x Tyre Repair, 2x Tyres Dump Truck	2,103.50
02-Jun-17	1473/597-01	Town & Country Butchers	Materials - Consumables	50.00
02-Jun-17	1473/638-01	Cavs Mowing & Treelopping Service	Tree maintenance	2,805.00
02-Jun-17	1473/835-01	Katherine Mitre 10	1x Jerry Can	459.19
02-Jun-17	1473/9-01	Australia Post (NT)	Postage	1,878.03
02-Jun-17	1473/91-01	Hohns	049729	378.21
09-Jun-17	1474/1888-01	Car Parts	Battery	280.30
09-Jun-17	1474/194-01	Paraway Motel Management Pty Ltd	VIC bookings	172.00
09-Jun-17	1474/212-01	RJ Motors	Tractor Pins	12,912.13
09-Jun-17	1474/2266-01	Triple J Tours	VIC bookings	476.87
09-Jun-17	1474/2269-01	Gagudju Lodge Cooida	VIC bookings	71.75
09-Jun-17	1474/2349-01	Stickers & Stuff	Screw driver, cooler bag, art work	2,420.00
09-Jun-17	1474/2409-01	Nitmiluk Tours	VIC bookings	12,284.25
09-Jun-17	1474/2732-01	Brite Az Cars	Cleaning kia cb-40-nr	130.00
09-Jun-17	1474/2751-01	Airport Security Pty Ltd	ASIC Renewal (S Mannion)	220.00
09-Jun-17	1474/2789-01	Territory Uniforms	Shipment charge uniform	10.75
09-Jun-17	1474/2887-01	Territory Rural	Carton of Grease, Rubbish Bags, Toilet P	3,254.23
09-Jun-17	1474/3013-01	Dragonfly Catering	Catering Deb ball	10,095.05
09-Jun-17	1474/3130-01	Katherine Motel	VIC bookings	284.37
09-Jun-17	1474/3143-01	Boab Nominees Pty Ltd	VIC bookings	227.50
09-Jun-17	1474/3148-01	Wayoutback Desert Safaris Pty Ltd	Vic booking	691.25
09-Jun-17	1474/3253-01	HeliSpirit	VIC bookings	752.50
09-Jun-17	1474/3372-01	AutoPro Katherine NT	Battery	76.95
09-Jun-17	1474/3394-01	HWL Ebsworth Lawyers	Rates recovery	2,154.57
09-Jun-17	1474/3428-01	Everlon Bronze	Sculptured book plaque	4,896.87
09-Jun-17	1474/3442-01	eMerge IT Solutions Pty Ltd T/As No	Elected Member: Henry Higgins - Ipad	4,290.16
09-Jun-17	1474/3536-01	Latitude 12 Pty Ltd	WHS Consultant Apr17 Visit & Travel Expe	550.64
09-Jun-17	1474/3678-01	Dynamic Gift International Pty Ltd	KTC Promotions	603.36
09-Jun-17	1474/525-01	Knotts Crossing Resort	VIC bookings	262.50
09-Jun-17	1474/630-01	Woolworths Limited	Kitchen supplies CC & WMF	20.60
09-Jun-17	1474/638-01	Cavs Mowing & Treelopping Service	Remove dead trees	495.00
09-Jun-17	1474/835-01	Katherine Mitre 10	Maker paint	99.76
09-Jun-17	1474/91-01	Hohns	Gal pipe 6.5 m	59.62
15-Jun-17	1475/3206-01	RemServ	Payroll Deduction	2,321.10
16-Jun-17	1476/1255-01	Benash Maintenance Services	Mthly exit/emerg light service 6x facili	1,408.00
16-Jun-17	1476/159-01	Modern Teaching Aids Pty Ltd	Books/Cassettes	543.72
16-Jun-17	1476/1802-01	Top End Backhoe Hire	Excavation hotspots	11,022.00
16-Jun-17	1476/1889-01	Katherine Lock and Key	Repair Lock Token Box 7 Dow Dale Buildin	121.00
16-Jun-17	1476/209-01	Power Projects	Installation of LED lights	13,564.10
16-Jun-17	1476/215-01	Raeco	Library Supplies	906.33
16-Jun-17	1476/2239-01	Australasian Performing Right	License fees 2017-2018	156.08
16-Jun-17	1476/234-01	Stephen Murphy	Kath Arts center irrigation	1,102.00
16-Jun-17	1476/2450-01	Renfree Pastoral Co Pty Ltd	Mow North & South Parks May-17	4,010.55
16-Jun-17	1476/263-01	Top News	Vic newspaper Feb-17	106.40
16-Jun-17	1476/2750-01	North Australian News Pty Ltd	Advert-Vic volunteers	392.26
16-Jun-17	1476/2767-01	Patow 24 Hour Tilt Tray Service	Tractor from WMF to RJ	121.00
16-Jun-17	1476/2897-01	Tonkin Consulting	Lockheed Road Consult/Design	8,800.00
16-Jun-17	1476/3051-01	Binjari Community Aboriginal Corpor	Fire break, slash, mow & emu bob May-17	4,553.56
16-Jun-17	1476/312-01	Astral Contracting	Contract Plumbing	4,823.02
16-Jun-17	1476/3366-01	Katherine Outback Experience	VIC bookings	1,815.61
16-Jun-17	1476/3450-01	Hat Creek Civil Pty Ltd	Equipment hire-15 to 28 May	28,710.00
16-Jun-17	1476/3459-01	Portner Press Pty Ltd	Health and safety update	77.00
16-Jun-17	1476/3462-01	Adamson Brothers Quarries Pty Ltd	Supply gravel	15,727.58
16-Jun-17	1476/3500-01	Puma Energy Australia Fuels Pty Ltd	Monthly diesel fuel wmf	6,506.62
16-Jun-17	1476/3517-01	AAM Survey	Airport extension survey	12,639.00
16-Jun-17	1476/3528-01	All Tools NT	Combination square	187.52
16-Jun-17	1476/3614-01	Katherine Mini Excavations	Remove old goa slippers oval	943.80

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**Katherine Town Council  
EFT Payment Listing  
For the Month of June 2017**

<b>Date</b>	<b>Ref No</b>	<b>Payee</b>	<b>Description</b>	<b>Amount</b>
16-Jun-17	1476/3647-01	NT Geotechnics	Bore drilling	42,152.38
16-Jun-17	1476/3684-01	Mr R HAMMOND	Hotspring access way	9,405.00
16-Jun-17	1476/3685-01	Prospect Contractors Pty Ltd	Progress claim Hotsprings	22,000.00
16-Jun-17	1476/434-01	Katherine Exposure Photographics	Green snaps	130.00
16-Jun-17	1476/556-01	Beaurepaires Katherine	Puncture mower	729.50
16-Jun-17	1476/626-01	Katherine Office Supplies	Printing & Stationery	404.39
16-Jun-17	1476/630-01	Woolworths Limited	Purchase for story time, family week	42.53
16-Jun-17	1476/638-01	Cavs Mowing & Treelopping Service	Tree pruning, removals, stump grinding	10,868.00
16-Jun-17	1476/701-01	Lawrence & Hanson	Tape. pvc etc	102.79
16-Jun-17	1476/949-01	The Historical Society of Katherine	Museum contribution	38,500.00
19-Jun-17	1472/1-01	Deputy Commissioner of Taxation	Payroll Deductions	34,673.53
23-Jun-17	1477/1018-01	Telstra	Telephone	38,267.32
23-Jun-17	1477/1255-01	Benash Maintenance Services	Replace exit light	521.39
23-Jun-17	1477/1314-01	Bishdun Pty Ltd trading as Nighthaw	Freight	114.95
23-Jun-17	1477/1322-01	McCoy's Garden Engineering	Mow kath east parks May-2017	871.51
23-Jun-17	1477/144-01	Macs Hire	Uniforms for 2x Jackson, Beane & Erler	450.03
23-Jun-17	1477/164-01	Mr T Murphy	Loader to remove sand from knots crossin	5,280.00
23-Jun-17	1477/1650-01	The Top Saddlery & Bush Boutique	Uniform Dave, Jamie	642.56
23-Jun-17	1477/1712-01	Transpacific Cleanaway Pty Ltd	Invoices for May-2017	35,310.43
23-Jun-17	1477/1722-01	Riverview Tourist Village	VIC bookings	682.50
23-Jun-17	1477/1802-01	Top End Backhoe Hire	1xGrave Digging (Sally Brumby)	2,427.81
23-Jun-17	1477/1888-01	Car Parts	Radiator hose	88.85
23-Jun-17	1477/1889-01	Katherine Lock and Key	1x Pad Lock & 6xKeys	121.41
23-Jun-17	1477/2001-01	Territory Springwater Pty Ltd T/A P	15 Ltr bottle-5	75.00
23-Jun-17	1477/2014-01	Godinymayin Yijard Rivers Arts and	2017 Territory Day	33,500.00
23-Jun-17	1477/2056-01	St Andrews Serviced Apartments	VIC bookings	258.13
23-Jun-17	1477/2093-01	Landmark	Pickets	100.10
23-Jun-17	1477/212-01	RJ Motors	Massy Oil leak	815.76
23-Jun-17	1477/219-01	Repco	Soap	66.40
23-Jun-17	1477/2223-01	TBM Installations	Airconditioning Maint	148.50
23-Jun-17	1477/2269-01	Gagudju Lodge Cooida	VIC bookings	2,229.51
23-Jun-17	1477/2276-01	Aurora Kakadu Resort	Vic booking	183.75
23-Jun-17	1477/2277-01	Kakadu Air Services P/L	VIC bookings	875.00
23-Jun-17	1477/2299-01	Australian Stock Horse Society	Refund of key deposit	565.00
23-Jun-17	1477/234-01	Stephen Murphy	Vic tap leak	383.00
23-Jun-17	1477/2409-01	Nitmiluk Tours	VIC bookings	36,282.00
23-Jun-17	1477/2450-01	Renfree Pastoral Co Pty Ltd	Landscaping hot springs	8,778.00
23-Jun-17	1477/2490-01	Stuart Highway Tyres	Tyre repairs	100.00
23-Jun-17	1477/2515-01	Marksies Stockmans Camp Tucker Nigh	VIC bookings	787.50
23-Jun-17	1477/2581-01	Mrs S Henderson	Reimbursement	120.10
23-Jun-17	1477/262-01	Top End Rural Services	Spray parts	15,327.56
23-Jun-17	1477/263-01	Top News	Vic Newspaper Apr-17	52.70
23-Jun-17	1477/2652-01	PlayRight Australia Pty Ltd	Reg for Playground and Safety Training C	7,480.00
23-Jun-17	1477/2659-01	Tourism Top End	Advertisement	3,500.00
23-Jun-17	1477/2721-01	Rhads Security	Open/close fun park gates May-2017	4,107.41
23-Jun-17	1477/2767-01	Patow 24 Hour Tilt Tray Service	Burnt vehicle from riverbank drive to du	93.50
23-Jun-17	1477/2887-01	Territory Rural	Toilet paper	514.77
23-Jun-17	1477/2897-01	Tonkin Consulting	Railway Tce Drain Design	3,102.00
23-Jun-17	1477/2950-01	Remote Civil Pty Ltd Rural & Remote	Repair Sewerage ponds	2,158.20
23-Jun-17	1477/3043-01	E.E. Muir & Sons Pty Ltd	Metusolfan	2,104.52
23-Jun-17	1477/3088-01	Territory Debt Collectors	Australian Jet	901.96
23-Jun-17	1477/312-01	Astral Contracting	Contract Plumbing	1,125.55
23-Jun-17	1477/3130-01	Katherine Motel	VIC bookings	210.00
23-Jun-17	1477/3143-01	Boab Nominees Pty Ltd	VIC bookings	599.37
23-Jun-17	1477/3166-01	Horizontal Falls Seaplane Adventure	VIC bookings	1,303.76
23-Jun-17	1477/3253-01	HeliSpirit	VIC bookings	6,423.37
23-Jun-17	1477/3273-01	Reface Industries Pty Ltd	Vmi 2550i consumable pack	172.54
23-Jun-17	1477/3344-01	Fletchers Plumbing & Gas Fitting	Repair leak hotsprings	10,532.32
23-Jun-17	1477/3353-01	Lake Argyle Tours	Vic Booking	166.25
23-Jun-17	1477/3386-01	Mr R Jennings	Telephone reimbursement May-17	333.70
23-Jun-17	1477/3414-01	MAGIQ Software Ltd	Magiq documents	869.00

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



**Katherine Town Council  
EFT Payment Listing  
For the Month of June 2017**

Date	Ref No	Payee	Description	Amount
23-Jun-17	1477/3423-01	All Regions Electrical	Sports ground lighting	1,320.00
23-Jun-17	1477/3428-01	Everlon Bronze	Bronze Plaque (Customer + Council Contru	2,033.90
23-Jun-17	1477/3442-01	eMerge IT Solutions Pty Ltd T/As No	Civic Center Wifi-Feb-2017	55.00
23-Jun-17	1477/3484-01	Crab Claw Island Resort	Vic Booking	153.12
23-Jun-17	1477/3489-01	Business Essentials Pty Ltd	Advertising	3,850.00
23-Jun-17	1477/3508-01	ProWeld & Machining Pty Ltd	Horse stables beam strengthening	6,955.00
23-Jun-17	1477/3527-01	LOGIQC Pty Ltd	Logiqc mgmt software for May-17	385.00
23-Jun-17	1477/3544-01	Pivotel Satellite Pty Ltd	Satellite phone monthly charge Jun-17	15.00
23-Jun-17	1477/3616-01	H Hotel	Accomm for Maria	456.30
23-Jun-17	1477/3686-01	Signature Publishing Pty Ltd	Holidays with kids volume 1	5,500.00
23-Jun-17	1477/3687-01	Afroblonde Eco Collection	Merchandise	930.00
23-Jun-17	1477/3688-01	Avanser Pty Ltd	2 x inbound rental (tracking numbers) Ma	163.90
23-Jun-17	1477/3689-01	Tammi Atareta Photography	Canvas print	100.00
23-Jun-17	1477/3690-01	Zip Print	Maps Katherine	4,323.00
23-Jun-17	1477/412-01	Gagudju Crocodile Holiday Inn	Accommodation	174.12
23-Jun-17	1477/425-01	Duncan Electrical Pty Ltd	Investigate Sewer Pump Power	8,849.50
23-Jun-17	1477/514-01	Katherine Vet Care Centre Pty Ltd	Vet Fees	198.00
23-Jun-17	1477/525-01	Knotts Crossing Resort	VIC bookings	1,977.48
23-Jun-17	1477/542-01	Darwin Central Hotel	Accommodation	422.00
23-Jun-17	1477/556-01	Beaupaires Katherine	1xTyre Repair Great Wall	45.00
23-Jun-17	1477/594-01	Happy Corner Store	Food & Beverages	45.00
23-Jun-17	1477/626-01	Katherine Office Supplies	Printing & Stationery	1,917.55
23-Jun-17	1477/630-01	Woolworths Limited	Kitchen supplies	345.13
23-Jun-17	1477/701-01	Lawrence & Hanson	Conduit corrugated pvc	153.93
23-Jun-17	1477/703-01	R Holt & Co Katherine Pty Ltd	Materials - Earthworks	126.72
23-Jun-17	1477/711-01	YMCA Of Katherine Inc - Henry Scott	Operational mgmt Aquatic center Jun-17	20,345.00
23-Jun-17	1477/729-01	BOC Gases Australia Limited	Oxygen,Argon,Acetylene & CO2 May-17	427.00
23-Jun-17	1477/835-01	Katherine Mitre 10	Buckets Tool box	59.85
29-Jun-17	1478/1002-01	Katherine Town Council Social Club	Payroll Deduction	384.00
29-Jun-17	1478/3206-01	RemServ	Payroll Deduction	2,321.10
29-Jun-17	1478/64-01	United Voice	Payroll Deductions	46.60
29-Jun-17	1478/67-01	Child Support Agency	Payroll Deductions	530.72
30-Jun-17	1480/1055-01	Ms T T Coutts	Alderman Allow Jun-17	1,293.26
30-Jun-17	1480/1255-01	Benash Maintenance Services	Remote battery	681.12
30-Jun-17	1480/1662-01	Mrs A Anastacio	2 Tyres and alignment	590.00
30-Jun-17	1480/1712-01	Transpacific Cleanaway Pty Ltd	bin Clearing all areas for April 17	28,304.51
30-Jun-17	1480/1722-01	Riverview Tourist Village	VIC bookings	113.75
30-Jun-17	1480/1769-01	Compass Cleaning & Ground Maintenanc	CBD Emu Bob weekends & PH's Jun-17	8,442.60
30-Jun-17	1480/1802-01	Top End Backhoe Hire	Grave digging	633.27
30-Jun-17	1480/1835-01	Mrs C F Miller	Ald/Mayor Allowances	5,929.63
30-Jun-17	1480/2001-01	Territory Springwater Pty Ltd T/A P	Drinking water for VIC	274.00
30-Jun-17	1480/209-01	Power Projects	Installation of LED lights	27,128.20
30-Jun-17	1480/212-01	RJ Motors	Hustler repair	2,323.96
30-Jun-17	1480/2179-01	Mr D B Higgins	Ald/Mayor Allowances	1,293.28
30-Jun-17	1480/2222-01	SecurePay Pty Ltd	Web payments May-17	28.60
30-Jun-17	1480/226-01	Rowlands Quarry	Bedding Sand	9,481.34
30-Jun-17	1480/234-01	Stephen Murphy	Repairs show grounds	1,529.00
30-Jun-17	1480/2378-01	NT Build	Hot springs levy	1,559.00
30-Jun-17	1479/2389-01	Rest Superannuation	Superannuation-June17-6	6,515.16
30-Jun-17	1480/2409-01	Nitmiluk Tours	VIC bookings	21,005.25
30-Jun-17	1480/2446-01	Flick Washroom Services	2x weekly service at airport May-2017	360.65
30-Jun-17	1480/2450-01	Renfree Pastoral Co Pty Ltd	Landscaping hot springs	17,178.02
30-Jun-17	1479/2470-01	Hesta Super Fund	Superannuation-June17-9	244.16
30-Jun-17	1480/2474-01	TaxEd Pty Ltd	Taxed membership 2017/18	1,990.00
30-Jun-17	1480/251-01	J Tagz Pty Ltd	Expiry tags and lifetime tags	506.00
30-Jun-17	1479/2516-01	AGEST	Superannuation-June17-90-11	11,598.84
30-Jun-17	1479/2549-01	CBUS	Superannuation-June17-14	928.77
30-Jun-17	1479/2554-01	MTAA Super	Superannuation-June17-15	592.70
30-Jun-17	1479/2576-01	HostPlus Superannuation	Superannuation-June17-16	1,439.20
30-Jun-17	1480/262-01	Top End Rural Services	Connectors, clip	1,382.92

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**Katherine Town Council  
EFT Payment Listing  
For the Month of June 2017**

Date	Ref No	Payee	Description	Amount
30-Jun-17	1479/2626-01	AMIST Superannuation	Superannuation-June17-18	654.90
30-Jun-17	1480/263-01	Top News	Library May-2017	1,158.23
30-Jun-17	1479/2638-01	MLC Super Fund	Superannuation-June17-20	898.65
30-Jun-17	1480/2644-01	Mrs E W Clark	Ald/Mayor Allowances	1,293.28
30-Jun-17	1480/2658-01	United Card Services Pty Ltd	Fuel Card May-17	3,387.15
30-Jun-17	1479/2686-01	BT Super for Life	Superannuation-June17-24	938.15
30-Jun-17	1480/2827-01	ACDC Electrical	Install cover over water park	459.89
30-Jun-17	1480/2887-01	Territory Rural	Toilet Paper various	651.43
30-Jun-17	1480/2891-01	Australian Government Director of	Kakadu May-17	15,357.24
30-Jun-17	1480/2897-01	Tonkin Consulting	Pavement advise	1,650.00
30-Jun-17	1479/2941-01	Unisuper	Superannuation-June17-31	1,354.36
30-Jun-17	1480/2970-01	Mr S Rose	Ald/Mayor Allowances	1,293.28
30-Jun-17	1480/3043-01	E. E. Muir & Sons Pty Ltd	Gloves/respirators	189.20
30-Jun-17	1480/3051-01	Binjari Community Aboriginal Corpor	Fire break,slash,mow & emu bob Jun-17	4,553.56
30-Jun-17	1479/3063-01	Quadrant Superannuation	Superannuation-June17-37	578.76
30-Jun-17	1480/3075-01	FARMWORLD NT PTY	Tynes	438.68
30-Jun-17	1479/3108-01	ANZ One Path Superannuation	Superannuation-June17-33	1,497.50
30-Jun-17	1480/312-01	Astral Contracting	Contract Plumbing	540.95
30-Jun-17	1479/3140-01	IOOF- Pursuit Select Personal	Superannuation-June17-34	95.72
30-Jun-17	1479/3279-01	Emergency Services & State Super	Superannuation-June17-39	827.60
30-Jun-17	1480/3319-01	Mr P Gazey	Dep Mayor Allow Jun-17	1,939.42
30-Jun-17	1480/3344-01	Fletchers Plumbing & Gas Fitting	Repair to bore lines	15,560.33
30-Jun-17	1480/3372-01	AutoPro Katherine NT	Battery	157.95
30-Jun-17	1480/3385-01	Wright Express Australia Pty Ltd	Puma Card May-17	589.31
30-Jun-17	1480/3442-01	eMerge IT Solutions Pty Ltd T/As No	Customer service officer hardware	6,119.92
30-Jun-17	1480/3447-01	Arafura Site & Street Sweeping	Paterson sweeping May-17	962.50
30-Jun-17	1479/3496-01	National Mutual Retirement Fund	Payroll Deductions	536.61
30-Jun-17	1480/3536-01	Latitude 12 Pty Ltd	Work health and safety Jul-2017	6,270.00
30-Jun-17	1480/3569-01	Murray Views Pty Ltd	Vic Merchandise	1,943.48
30-Jun-17	1480/3584-01	Ezko Property Services Pty Ltd	Mthly clean VIC Jun-17	5,265.86
30-Jun-17	1480/3616-01	H Hotel	Accom for Rob	293.10
30-Jun-17	1480/3646-01	Mr R Hill	Vic door repair	310.00
30-Jun-17	1480/3692-01	Regional Development Australia NT	ID online tool subscription 2017/18	6,050.00
30-Jun-17	1480/3693-01	ST Joseph's College	Hire of venue	1,850.00
30-Jun-17	1480/3694-01	The Scott Smalley Partnership	Review geotech report design gabion wall	462.00
30-Jun-17	1480/3695-01	Hardie Grant Media Pty Ltd	Advertising	1,650.00
30-Jun-17	1480/425-01	Duncan Electrical Pty Ltd	Oval light tower repair	13,112.07
30-Jun-17	1480/461-01	Hire Power NT	Plate compactor	66.00
30-Jun-17	1480/514-01	Katherine Vet Care Centre Pty Ltd	Vet Fees	883.00
30-Jun-17	1480/556-01	Beaupaires Katherine	1XSteer Tyre	2,506.00
30-Jun-17	1480/626-01	Katherine Office Supplies	Printing & Stationery	491.96
30-Jun-17	1480/630-01	Woolworths Limited	Kitchen supplies	257.89
30-Jun-17	1479/65-01	Statewide Super	Payroll Deductions	19,574.74
30-Jun-17	1480/675-01	Katherine Auto Body Pty Ltd	Repairs & Maintenance - Mechanical	500.00
30-Jun-17	1480/689-01	McIntyre Irrigation	Bore repairs	7,559.42
30-Jun-17	1480/773-01	Dept of Defence Property Management	Rent	275.00
30-Jun-17	1480/835-01	Katherine Mitre 10	Hammers, sledge	145.83
30-Jun-17	1480/9-01	Australia Post (NT)	Postage	429.93
<b>trn_dte</b>	<b>trn_ref</b>	<b>pye_nme</b>	<b>wrr_dsc</b>	<b>act_val</b>
		<b>TOTAL</b>		<b>1,156,181.20</b>

**Katherine Town Council  
Payroll Payment Listing  
For the Month of June 2017**

<b>Date</b>	<b>Payee</b>	<b>Description</b>	<b>Amount</b>
14-Jun-17	All staff	Pay period ended 14 June 2017	96,794.13
15-Jun-17	601/394	Backpay	2,160.19
21-Jun-17	383	Leave Payout	2,414.28
28-Jun-17	All staff	Pay period ended 28 June 2017	99,042.21
28-Jun-17	156/210	Termination/Backpay	15,611.42
		<b>Total</b>	<b>\$ 216,022.23</b>





# REPORT

**FOLDER:** Governance / Compliance / Municipal Plan  
**MEETING:** ORDINARY MEETING OF COUNCIL – 25 JULY 2017  
**REPORT TITLE:** MUNICIPAL PLAN – QUARTERLY REVIEW

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## Purpose of Report

To review the implementation of the Municipal Plan for 2016/2017.

## Report

Attached is a status report detailing actions and key performance indicators identified in the Municipal Plan.

## OFFICER RECOMMENDATION

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

That Council notes the status of the quarterly review of the Municipal Plan for 2016/2017 as at the 30 June 2017.

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

Robert Jennings  
**CHIEF EXECUTIVE OFFICER**

**Delegation:** Community Services Executive Manager, Mrs Sophie Henderson  
**Attachment:** Municipal Plan Action List 2016/2017

# KATHERINE TOWN COUNCIL MUNICIPAL PLAN 2016/2017 ACTION LIST AS AT 30 JUNE 2017

ITEM	Action	OFFICER	STATUS
P9	Opportunities & Challenges – Governance	DWS	New Asset Management staff commenced in March 2017. Asset Management Plan in progress.
	Opportunities & Challenges – Economic	DCCS	Council's Communications Officer has commenced drafting the document with an expectation that the document will be finalised by March 2017 at the latest.
	Community Strategic Plan		
	Waste Management Coordinator Position	DWS	Completed.
	RAAF Tindal Works	LT	Through membership on the KREDC, the Department of Defence project works have been given as great an opportunity as practicable to go to local businesses. A request has been put in to determine the extent of local business involvement.
	Daly River Road	LT	The Daly River Road project is gaining momentum as a result of good work by Regional



				Development Australia that may result in the trial of a new agricultural use.
Business Park/Industrial Hub			LT	Through membership on the KREDC, this project is being progressed. The change of NT Government has seen even further progress through an election promise. This item has been placed onto the Northern Territory Government ten (10) Year Infrastructure Plan and the Department of Infrastructure, Planning & Logistics have commenced planning the project.
Katherine East Neighbourhood Centre Development			LT	The planning amendment for the Neighbourhood Centre was adopted by the Department of Lands, Planning and the Environment. This project is being progressed by the Department of Infrastructure, Planning and Logistics.
Hot Springs Revitalisation			CEO	The project has generally progressed well, with the carpark construction completed and the pop-up café doing good business. Approval issues have been worked through. A second grant submission for the playgrounds and emergency

					<p>disabled access was successful, gaining a total of \$1.4M for the project overall thanks to the Department of Planning, Infrastructure &amp; Logistics.</p> <p>Earth works recommence in early May 2017 with an expected completion of the first stage by September/October 2017.</p>
<b>P10</b>	Opportunities & Challenges – Community	Flood Mitigation		LT	<p>Through membership on the Katherine Emergency Committee, individual projects such as the railway bridge camera website and other key projects are being progressed. Council was successful in receiving grants for a backup generator and extra diesel fuel tank at the Depot.</p>
		Developing and Strengthening Partnerships		LT	<p>Partnership meetings are continuing with the Departments of Infrastructure, Planning, RDA, Parks &amp; Wildlife and many others.</p>
		Heavy Vehicle Alternative Route		LT	<p>The Department of IPL has been progressing this project into the third consultation phase.</p>
		Territory Housing		LT	<p>The Mayor and CEO met with Minister Gerry McCarthy to progress this matter.</p>
	Point of Sale Intervention			LT	<p>Strong support for the program has been delivered to the new Labor government that outlines the success of the scheme,</p>



					whilst identifying areas for improvement. In a meeting with Mayor and the CEO, the Police Commissioner has supported the program quoting a potential 60% increase in crime in three months if the program was removed. The BDR program is scheduled for implementation alongside the TBCs in late 2017.
Opportunities & Challenges – Environment	Weed Eradication			DWS	Ongoing and now including the Waste Management Facility.
	Water Resources			DWS	Audit completed by Water Resources.
	Alternative Power			DWS	Ongoing
Works & Services – Goals and Key Performance Indicators	Supporting Council's mission of building a strong, sustainable and prosperous community through best practice for service delivery.	Emungalan Road Bridge – ensure that full expenditure and acquittal of grant funds are completed by the end of the 2017/2018 financial year.		DWS	Progressing with Crown Land Native Title still outstanding. Awaiting acquisition by the Northern Territory Government.
		Civil Airport – ensure that the renovation works of the hardstand and the terminal capital upgrades are completed in the 2017/2018 financial year.		DWS	Re-tender documentation now completed.
		Roads/footpaths – that 2,000m <sup>2</sup> of urban and 61,000m <sup>2</sup> of rural roads are resealed with efficient and effective management of budgeted expenditure.		DWS	Martin Terrace footpath completed. Reseal program in planning stage for an expected release date of May 2017.
				DWS	Works completed.

					Works recommenced in May 2017.
				Katherine Hot Springs – complete the excavation works and the construction of the proposed project stage by the end of the 2016/2017 financial year.	DWS
				Waste Management – commencement of the waste management strategy to the region.	DWS
				That customer service satisfaction remains at the current rate.	DWS
				That 100% of contracted, service delivery items and services budgeted items are completed and budget expenditure is effective and efficient.	DWS
				Commence record keeping of the number of community members and elected members at Sportsground and Showground Advisory Committee meetings.	DWS
				Continue to record the number of complaints lodged and successfully resolved – ensure that 95% of these recorded complaints are resolved.	DWS
				To monitor and increase, by 5%, community participation in Sportsground and Showground Advisory Committees and consultations regarding both facilities.	DWS
				Provide relevant information to the community to ensure that Council has the capacity to meet agreed service and infrastructure needs and absorb unforeseen expectations.	
				Ensure policies, procedures and processes are transparent.	



		Improve strategic planning for the department.	Produce a Works & Services Department strategic plan with the full participation of department employees. AMP integration into the operation of the Department. Ensure legislation and regulations are being met. Ensure the staff to customer ratio remains the same. Complete an online customer satisfaction survey as part of the Katherine Town Council website upgrade. Provide an innovative, user friendly and updated Council website.	DWS DWS DWS DCCS DCCS DCCS	Expected completion in last quarter. Under development. Ongoing Expected to remain at current levels. This will be finalised and be included as part of the launch of the new website. The new website is still progressing however the expected launch date has been extended to mid-2017 and is on track to this date.
P19	Corporate & Community Services - Goals and Key Performance Indicators	Adhere to good customer service best practice and ensuring customer satisfaction with Council's service delivery.	Commence record keeping of the number of community members, elected members and senior staff attendance at community consultation meetings. Ensure that less than 10% of Council resolutions are completed under a 'Confidential Council Meeting'.	DCCS DCCS	Commenced and will continue to be documented at noted events. Achieving to date.
		Ensure good communication and transparency.	Continue to record the number of complaints lodged and successfully resolved – ensure that 95% of these recorded complaints are resolved within timeframes.	DCCS	Records noted in monthly CEO report.

			To monitor and increase, by 5%, community participation in Council committees, events and consultations.	DCCS	Records now being kept.
			Complete annual review of Council's employee and elected members Code of Conduct.	CSEM	Updated Code of Conduct to Ordinary Council Meeting in Early 2017 for endorsement. Endorsed at February 2017 Meeting. – Complete.
	Improve strategic planning for the department.		Annually update the Corporate & Community Services Department strategic plan with the full participation of department employees.	CSEM	Strategic Plans updated and will be incorporated into the Municipal Plan for 2017-2018. – Complete.
			Hold quarterly administration and financial workshops for department employees.	CSEM'S	Continuing
			Ensure legislation and regulations are being met.	DCCS	Ongoing
	Provide relevant, effective and efficient services.		Complete an annual audit of department resources.	CSEM	Completed.
			Complete annual audit for Council's service delivery plan.	CSEM	
	Ensure that Council has the capacity to meet current and future service delivery needs.		Ensure own source funding is increased on a sustainable level and no more than an annual 9% increase.	DCCS	Achieving to date.
			Ensure Council applies for a minimum of .05% of total revenue in grant applications.	DCCS	Already meeting expectations.
			Receive an annual unqualified audit report.	CSEM	Completed.



			Compile an annual budget that is endorsed by both Council and the community.	CSEM	Completed.
			Compile an annual financial plan in accordance with National Accounting Standards.	DCCS	Currently progressing more detailed LTFP for the 2017-2018 budget.
			Long Term financial plan update.	DCCS	Currently progressing more detailed LTFP for the 2017-2018 budget.
			Develop and implement an innovative promotion and marketing strategy to promote Library services.	LM & CO	Library staff are working with Council's Communication Officer to promote and market the Library.
			Improve marketing opportunities and attendance numbers at events and activities at the Library by 5% annually.	LM & CO	Library staff are working with Council's Communication Officer to improve marketing opportunities.
			Increase patron numbers by 1.5% annually.	LM	This is ongoing in order to achieve an increase in patron numbers.
			Increase computer usage by 5% annually.	LM	Completed – as per monthly report details.
			Record data of information shared regarding Library services (i.e. the number of emails, letters, advertisements and posters).	LPC & CO	Library staff are working with Council's Communication Officer to ensure correct recording of data.
			Provide welcome packs to 95% of new patrons.	LM	To date every new patron to the Library is provided with a welcome pack.
			Ensure best layout in order to provide a safe, welcoming and functional space for users.	LM	Completed
<b>P24</b>	Corporate & Community Services – Library - Goals and Key Performance Indicators	Supporting Council's mission of building a strong, sustainable and prosperous community.			
		Supporting Northern Territory Library's mission of the Katherine Public Library playing			

		<p>the role of an important place for expression, reading and access to information.</p>	<p>Improve attendance at Frillies, Wriggle &amp; Rhyme and Storytime by 5%.</p>	LPC	<p>Completed – as per monthly report details.</p>
			<p>Identify and collaborate with stakeholders to identify youth participation issues and implement recommended activities and events.</p>	LM	<p>Completed. The Library coordinated with the YMCA to produce the marketing of the Youth Week events and to provide relevant activities and events.</p>
			<p>Monitor and access new alternative and emerging resource formats to ensure contemporary technologies are available to patrons.</p>	LM	<p>Regular monitoring and information updates are displayed for patrons.</p>
			<p>Provide free access to Wi-Fi and more affordable access to hardstand computers and internet.</p>	LM	<p>Completed</p>
			<p>Increase access to downloadable books by 10%.</p>	LM	<p>All patrons are informed of the Bolinda App in order to access free downloadable books.</p>
			<p>Increase staff training and development opportunities with a focus on information Technology.</p>	LM	<p>When suitable training is available.</p>
		<p>Supporting more community engagement.</p>	<p>Identify and record service gaps through customer surveys and make improvements to noted service gap areas.</p>	LM	<p>Completed a survey with a focus on Children's programs.</p>
			<p>Participate in Council coordinated events and activities.</p>	LM	<p>Participating as required.</p>



			Record number of likes, shares and comments on Katherine Public Library Facebook page.	LM	Commenced – as per monthly report details.
			Increase program accessibility to Katherine Public Library activities and events that are held externally.	LM	Planned attendance at Twilight markets and Tindal Expo).
			Increase visitor numbers by 1.7%.	VICM	We have exceeded growth for the year.
			Provide a space/stand for local product to be sold on commission basis (i.e. artwork, etc).	VICM	Completed and continuing to increase local product lines.
			Provide updated brochures and information packs to customers.	VICM	Ongoing throughout the year
			Provide welcome packs to all new residents.	VICM	Ongoing throughout the year
			Provide a customer satisfaction survey in all media platforms (i.e. hard copy, on-line, pre-paid post cards, etc).	VICM	Ongoing – hard copy customer surveys are placed on the counters and tables at the VIC. Facebook likes continue to increase and received a 4.5 star rating from TripAdvisor.
			Regularly provide demonstrations, networking nights and product update nights.	VICM	Have held morning product update events.
			Ensure best layout of the Visitor Information Centre for visitor use.	VICM	Layout is always improving and will continue to be work in progress – currently updating space.
<b>P27</b>	Corporate & Community Services – Visitor Information Centre - Goals and Key Performance Indicators	Improve the visitor experience.			

			Completed – now focusing on updating the garden space and adding a mural as a feature to the exterior of building.	VICM	
			Ongoing	VICM	
			Ongoing	VICM	
			Ongoing	VICM	
			Ongoing – regular staff meetings and team building functions have been occurring.	VICM	
			Ongoing – VIC accreditation completed.	VICM	
			Ongoing – have updated in the manual in March 2017 and will continue to do so as required.	VICM	
			Consistent and frequent communication (meetings, emails and phone calls) is ongoing.	VICM	
			Ongoing – VIC Facebook page has promoted events and the focus is starting to change with a stronger tourism emphasis.	VICM	
			Ongoing – VIC Manager chairing the LTAC meetings and attending TTE meetings frequently.	VICM	
			Upgrade to facility signage (branding of building).	VICM	
			Increase staff development and training opportunities.	VICM	
			Full time and part time staff to actively participate in famils and visitor centre exchanges.	VICM	
			Focus on online training opportunities for staff.	VICM	
			Increase participation in team building activities.	VICM	
			Ensure legislation, regulations and accreditation standards are being met.	VICM	
			Annual review of all policies and procedures.	VICM	
			Engagement and contact with Tourism Top End and Tourism NT.	VICM	
			Use Council as a communication network and public consultation process.	VICM	
			Actively participate in committees relating to tourism.	VICM	
		Work across the industry.			



		<p>Improve business sustainability.</p>	<p>Improve Katherine Town Council's presence within social &amp; digital media platforms.</p>	VICM	<p>Completed – Facebook page has been created and published with local and Council events being posted. Looking at increasing followers and making it a more tourism focused platform. Instagram is up and running #visitkatherine. Website continues to be a work in progress, layout is going to change and it will become more user friendly.</p>
			<p>Improve tourism through a digital presence in the Katherine region.</p>	VICM	<p>Work in Progress – rebranding Katherine as a region and focusing on driving sales to the VIC and increasing visitor numbers and length of stay within the region through targeted digital marketing platforms for a long term solution.</p>
			<p>Upgrade the <a href="http://www.visitkatherine.com.au">www.visitkatherine.com.au</a> website.</p>	VICM	<p>Functional. Still a work in progress – rebranding and navigation will be changing.</p>
			<p>Improve on-line booking usage and capabilities (interactive).</p>	VICM	<p>Ongoing – working on making it more user friendly.</p>
			<p>Record 'hits' to website (including sessions and page views) for tangible data.</p>	VICM	<p>Google My Business has been linked to our website and social media platforms to measure analytics.</p>
			<p>Presence on other social media &amp; digital platforms (sites).</p>	VICM	<p>Ongoing</p>
			<p>Improve on-line search to make the Visitor Information Centre and/or Katherine Town Council to be the first to be shown.</p>	VICM	<p>Ongoing – key word and search phrases continue to be updated</p>

			Network staff computers and add additional cash registers.	VICM	In Progress





# REPORT

**FOLDER:** Finance / Grant Funding / Department of Local Government and Community Services

**MEETING:** ORDINARY MEETING OF COUNCIL – 25 JULY 2017

**REPORT TITLE:** ACQUITTAL – SPECIAL PURPOSE GRANT – REVITALISATION OF HOT SPRINGS

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## Purpose of Report

To acquit the 2015/2016 Special Purpose Grant from the Department of Local Government and Community Services.

## Background

A partial acquittal was laid before the Council at its Ordinary Meeting of Council on the 22 November 2016 whereby zero expenditure had been noted. However, expenditure for the 2016/2017 financial year has now been incurred.

## Analysis

Attached is the acquittal detailing the entire expenditure for the \$150,000 Special Purpose Grant for the revitalisation of Katherine Hot Springs.

Officers recommend that the acquittal be received and noted by Council.

## OFFICER RECOMMENDATION

**That it be recommended to Council:**

That the acquittal for the 2015/2016 Special Purpose Grant is received and noted and the acquittal is forwarded to the Department of Local Government and Community Services.

Robert Jennings  
**CHIEF EXECUTIVE OFFICER**

**Delegation:** Corporate Services Executive Manager, Alice Anastacio  
**Schedule of Attachments:** Special Purpose Grant Acquittal Form

Local Government Grants Unit  
 Ground Floor, RCG House  
 83-85 Smith Street  
 DARWIN NT 0800

Postal address GPO Box 2850  
 Darwin NT 0801  
 Tel 08 8999 8820  
 Fax 08 8999 8437

**Katherine Town Council**

**2015-16 ACQUITTAL OF SPECIAL PURPOSE GRANT**

Department of Local Government and Community Services

File number: LGR2015/00010

**Purpose of Grant:** Towards the revitalisation of the current community infrastructure and environmental elements at the Katherine Hot Springs.

Date of Approval of Variation to Grant (if applicable) / /201\_\_

INCOME AND EXPENDITURE ACQUITTAL FOR THE PERIOD ENDING 30 June 2016

Special Purpose Grant	\$150 000
Other income	<u>250,000</u>
Total income	<u>\$400,000</u>

**Expenditure** (Specify accounts and attach copies of invoices and ledger entries)  
 An 'administration fee' is not to be apportioned to the grant for acquittal purposes.

Total Expenditure	<u>470,669.98</u>
Surplus/(Deficit)	<u>(\$70,669.98)</u>

-----We Certify, in accordance with the conditions under which this grant was accepted, that the expenditure shown in this acquittal has been actually incurred and reports required to be submitted are in accordance with the stated purpose of this grant.

Acquittal prepared by ...../...../201\_\_

Laid before the Council at a meeting held on ...../...../201\_\_ Copy of minutes attached.

CEO or CFO ...../...../201\_\_

-----DEPARTMENTAL USE ONLY

Grant amount correct?	YES/NO
Expenditure conforms with purpose	YES/NO
Minutes checked	YES/NO

Balance of funds to be acquitted \$

Date next acquittal due / /

ACQUITTAL ACCEPTED YES/NO

Prepared by .....

Comments

Peter Thornton - Manager Grants Program / /



Ledger Account	Date	Reference	Actual	Committed	Source Account	Account Name	Transaction Description
01/03520/100/850	11/08/2016	4312072	10,400.50		3486/01	GHD Pty Ltd	<<EFT 1382/3486-01 >>P/O 39123 Consultation for Ho
01/03520/100/850	23/08/2016	00201867	240.00		1802/01	Top End Backhoe Hire	<<EFT 1387/1802-01 >>P/O 40543 Trenching at hot sp
01/03520/100/850	30/08/2016	4312129	5,000.00		3486/01	GHD Pty Ltd	<<EFT 1391/3486-01 >>P/O 39123 Consultation for Ho
01/03520/100/850	07/09/2016	1	1,679.15		3304/01	Local Area Protective Services	Cost code update
01/03520/100/850	28/09/2016	INV-1288	13,600.00		3450/01	Hat Creek Civil Pty Ltd	<<EFT 1400/3450-01 >>P/O 40759 Hot springs constr
01/03520/100/850	07/10/2016	4312184	7,000.00		3486/01	GHD Pty Ltd	<<EFT 1400/3486-01 >>P/O 40788 Construction phase
01/03520/100/850	02/12/2016	00201924	1,090.00		1802/01	Top End Backhoe Hire	<<EFT 1415/1802-01 >>P/O 41045 Hot Spring Rock Ext
01/03520/100/850	21/12/2016	124393	1,647.50		3609/01	Masterplan	<<EFT 1419/3609-01 Land Clearing Permit
01/03520/100/850	17/02/2017	00001201	6,770.25		3540/01	Aldebaran Contracting	<<EFT 1434/3540-01 Granite Gabion Rock
01/03520/100/850	17/02/2017	00001202	7,267.50		3540/01	Aldebaran Contracting	<<EFT 1434/3540-01 Granite gabion rock
01/03520/100/850	27/02/2017	00001315	2,940.00		3450/01	Hat Creek Civil Pty Ltd	<<EFT 1439/3450-01 Hire of digger with grabber att
01/03520/100/850	28/02/2017	CD2017162	120.00		1912/01	Geofabrics Australasia Pty Ltd	<<EFT 1439/1912-01 >>P/O 41644 50 meter coil
01/03520/100/850	14/03/2017	K1825	210.00		461/01	Hirepower	<<EFT 1444/461-01 >>P/O 41474 2.5 ton forklift hire
01/03520/100/850	21/03/2017	4312442	4,300.00		3486/01	GHD Pty Ltd	<<EFT 1445/3486-01 >>P/O 42109 ESCP for hot springs
01/03520/100/850	12-Apr-17	3096964	800.00		3149/01	D Barry	EFT 1452/3149-01 repotting of plants
01/03520/100/850	08/05/2017	42026	-	3,000.00	262	Top End Rural Services	Irrigation supplies
01/03520/100/850	11/05/2017	CD2017195	44,895.20		1912/01	Geofabrics Australasia Pty Ltd	<<EFT 1461/1912-01 >>P/O 41485 Gabion cages
01/03520/100/850	12/05/2017	00271901	231.00		1314/01	Bishdun Pty Ltd trading as Nig	<<EFT 1461/1314-01 Freight
01/03520/100/850	22/05/2017	to clear cred	1,521.81	-	900/01	Commonwealth Bank of Australia	to clear credit card May 2017
01/03520/100/850	25/05/2017	00001326	23,200.00		3450/01	Hat Creek Civil Pty Ltd	<<EFT 1467/3450-01 Hot Springs: 29/04-06/05/17
01/03520/100/850	25/05/2017	00001329	16,140.00		3450/01	Hat Creek Civil Pty Ltd	<<EFT 1467/3450-01 Hot Springs: Equipment Hire
01/03520/100/850	25/05/2017	42126	-		144	Macs Hire	Bunting
01/03520/100/850	25/05/2017	42131	-	7,000.00	461	Hire Power NT	Hot Springs: Bobcat & Excavator Hire
01/03520/100/850	25/05/2017	42133	-	6,000.00	682	Beagle Motor Inn (Westward Bou	Hot Springs: Accommodation & Meals
01/03520/100/850	25/05/2017	42137	-	2,000.00	1912	Geofabrics Australasia Pty Ltd	Hot Springs - Coir Logs
01/03520/100/850	30/05/2017	903178	329.97		144/01	Macs Hire	<<EFT 1473/144-01 >>P/O 42126 Bunting
01/03520/100/850	30/05/2017	359665	145.00		479/01	Norsign (NT) Pty Ltd	<<EFT 1473/479-01 >>P/O 42038 2x Advisory Signs Ho
01/03520/100/850	02/06/2017	0417-02	5,950.00	-	3684/01	Mr R HAMMOND	<<EFT 1473/3684-01 Hot Springs Access way
01/03520/100/850	02/06/2017	0417-02	388.00	-	3684/01	Mr R HAMMOND	<<EFT 1473/3684-01 Hot Springs Access way
01/03520/100/850	16/06/2017	00001331	26,100.00	-	3450/01	Hat Creek Civil Pty Ltd	<<EFT 1476/3450-01 Equipment hire-15 to 28 May
01/03520/100/850	16/06/2017	00201218	5,280.00		1802/01	Top End Backhoe Hire	<<EFT 1476/1802-01 >>P/O 42140 Excavation hot sprin
01/03520/100/850	16/06/2017	00201208	4,740.00		1802/01	Top End Backhoe Hire	<<EFT 1476/1802-01 >>P/O 42140 Excavation hot sprin
01/03520/100/850	16/06/2017	42140	-	2,867.70	1802	Top End Backhoe Hire	<<INV 00201218 Excavation hot springs
01/03520/100/850	16/06/2017	IV00000000	685.14		312/01	Astral Contracting	<<EFT 1476/312-01 >>P/O 42143 Hot Springs irrigatio
01/03520/100/850	16/06/2017	00001321	14,297.80		3462/01	Adamson Brothers Quarries Pty	<<EFT 1476/3462-01 >>P/O 42603 Supply gravel
01/03520/100/850	16/06/2017	0517-03	8,550.00	-	3684/01	Mr R HAMMOND	<<EFT 1476/3684-01 Hot Spring access way
01/03520/100/850	16/06/2017	Kather1	20,000.00		3685/01	Prospect Contractors Pty Ltd	<<EFT 1476/3685-01 >>P/O 42042 Progress claim Hot



Ledger Account	Date	Reference	Actual	Committed	Source Account	Account Name	Transaction Description
01/03520/100/850	16/06/2017	42042	-	80,000.00	3685	Prospect Contractors Pty Ltd	<<INV Kather1 Progress claim Hotsprings
01/03520/100/850	21/06/2017	00007023	7,980.00		2450/01	Renfree Pastoral Co Pty Ltd	>>P/O 42604 Landscaping hot springs
01/03520/100/850	21/06/2017	42604	-	26,334.00	2450	Renfree Pastoral Co Pty Ltd	<<INV 00007023 Landscaping hot springs
01/03520/100/850	21/06/2017	91180	3,704.23		262/01	Top End Rural Services	>>P/O 42040 Hotsprings Irrigation
01/03520/100/850	21/06/2017	904124	57.58		144/01	Macs Hire	>>P/O 42145 Ear plugs, foam
01/03520/100/850	21/06/2017	00254498	22.00	-	1314/01	Bishdun Pty Ltd trading as Nig	Freight Ex Norsign
01/03520/100/850	21/06/2017	91204	3.15		262/01	Top End Rural Services	>>P/O 42040 Hotsprings Irrigation
01/03520/100/850	21/06/2017	clear credit c	1,718.00	-	900/01	Commonwealth Bank of Australia	clear credit card May 2017
01/03520/100/850	21/06/2017	clear credit c	109.09	-	900/01	Commonwealth Bank of Australia	clear credit card May 2017
01/03520/100/850	28/06/2017	00007201	7636.38	-4389	2450/01	Renfree Pastoral Co Pty Ltd	<<EFT 1480/2450-01 >>P/O 42604 Landscaping hot spr
01/03520/100/850	28/06/2017	00007035	7980	-8778	2450/01	Renfree Pastoral Co Pty Ltd	<<EFT 1480/2450-01 >>P/O 42604 Landscaping hot spr
01/03520/100/850	28/06/2017	20401	1559	0	2378/01	NT Build	<<EFT 1480/2378-01 Hot springs levy
01/03520/100/850	29/06/2017	2790	420	0	3694/01	The Scott Smalley Partnership	<<EFT 1480/3694-01 Review geotech report design ga
01/03520/100/850	29/06/2017	00014540	566.4	-30000	226/01	Rowlands Quarry	<<EFT 1480/226-01 >>P/O 42141 Limestone cage
01/03520/100/850	29/06/2017	00014567	4627	-30000	226/01	Rowlands Quarry	<<EFT 1480/226-01 >>P/O 42141 Limestone cage
01/03520/100/850	29/06/2017	00014569	2272	-30000	226/01	Rowlands Quarry	<<EFT 1480/226-01 >>P/O 42141 Limestone cage
01/03520/100/850	29/06/2017	42141	0	600000	226	Rowlands Quarry	<<INV 00014540 Limestone cage
01/03520/100/850	30/06/2017	00001336	-3225	0	226/01	Rowlands Quarry	>>P/O 00001336 Limestone cage
01/03520/100/850	30/06/2017	17109701	17932.41	-20000	3697/01	Nortruss	>>P/O 42653 Timber
01/03520/100/850	30/06/2017	00001336	3225	-30000	226/01	Rowlands Quarry	<<C/N 00001336 >>P/O 42141 Limestone cage
01/03520/100/850	30/06/2017	00201023	1920	-260.7	1802/01	Top End Backhoe Hire	>>P/O 42140 Excavation hotsprings
01/03520/100/850	30/06/2017	904931	900	-990	144/01	Macs Hire	>>P/O 42621 Kanga mini loader
01/03520/100/850	30/06/2017	Kather3	65280	-20000	3685/01	Prospect Contractors Pty Ltd	>>P/O 42042 Progress claim Hotsprings
01/03520/100/850	30/06/2017	00014578	1137	-30000	226/01	Rowlands Quarry	>>P/O 42141 Limestone cage
01/03520/100/850	30/06/2017	00014624	5926	-30000	226/01	Rowlands Quarry	>>P/O 42141 Limestone cage
01/03520/100/850	30/06/2017	00001336	3000	0	3450/01	Hat Creek Civil Pty Ltd	Truck hire to cart gabian
01/03520/100/850	30/06/2017	42141	0	-480000	226	Rowlands Quarry	
01/03520/100/850	30/06/2017	42604	0	-13167	2450	Renfree Pastoral Co Pty Ltd	
01/03520/100/850	30/06/2017	42026	0	-3000	262	Top End Rural Services	
01/03520/100/850	30/06/2017	42140	0	-2867.7	1802	Top End Backhoe Hire	
01/03520/100/850	30/06/2017	42133	0	-6000	682	Beagle Motor Inn (Westward Bou	
01/03520/100/850	30/06/2017	42137	0	-2000	1912	Geofabrics Australasia Pty Ltd	
01/03520/100/850	30/06/2017	42131	0	-7000	461	Hire Power NT	
01/03520/100/850	30/06/2017	42042	0	-80000	3685	Prospect Contractors Pty Ltd	
01/03520/100/850	30/06/2017	111134246	132.57	-145.83	835/01	Katherine Mitre 10	<<EFT 1480/835-01 >>P/O 42676 Hammers, sledge
01/03520/100/850	30/06/2017	42676	0	145.83	835	Katherine Mitre 10	<<INV 111134246 Hammers, sledge
01/03520/100/850	30/06/2017	91326	1073	-1298.33	262/01	Top End Rural Services	<<EFT 1480/262-01 >>P/O 42146 Roll 63mm, valves
01/03520/100/850	30/06/2017	42146	0	1298.33	262	Top End Rural Services	<<INV 91326 Roll 63mm, valves
01/03520/100/850	30/06/2017	00014557	1154	-30000	226/01	Rowlands Quarry	<<EFT 1480/226-01 >>P/O 42141 Limestone cage



Ledger Account	Date	Reference	Actual	Committed	Source Account	Account Name	Transaction Description
			372,628.63				

RIVER MANAGEMENT - 3520/100/850									
Ledger Account	Date	Reference	Actual	Source Account	Account Name	Transaction Description			
01/03520/100/850	01/07/2015	37335	-	2614	Jason Rapley	4 x Jumbo toilet holders	capital	building	internal
01/03520/100/850	23/07/2015	SI-12383	2,163.15	3324/01	Nanokote Pty Ltd	<<EFT 1278/3324-01 >>P/O 37333 3x Nanokote pro ant	capital	Building	
01/03520/100/850	28/07/2015	g15/16-011	4,363.64	01/03520/100/850	Hohns	Hot Springs decking	capital	Decking/walkway	capital
01/03520/100/850	28/07/2015	027599	5,877.27	91/01	Hohns	<<EFT 1281/91-01 >>ADJ 36931 Repair hot springs po	capital	Decking/walkway	grant funding
01/03520/100/850	11/08/2015	1407669	2,696.00	3436/01	Stoddart	<<EFT 1284/3436-01 >>P/O 37334 4x KO2 Stainless ba	capital	Building	council
01/03520/100/850	30/11/2015	38642	-	3486	GHD Pty Ltd	Site survey for Hot Springs	grant funding	Capital work in progress	
01/03520/100/850	31/12/2015	g15/16-054	5,136.36	01/03520/100/850	Hohns	Hot Springs decking	capital	Decking/walkway	
01/03520/100/850	19/01/2016	39123	-	3486	GHD Pty Ltd	Consultation for Hot Springs project	grant funding	Capital work in progress	BUDGET
01/03520/100/850	03/02/2016	PV	3,253.00	3431/01	RTM Department of Lands Planni	<<CHQ 00102771 Planning application fee for Hot Sp	grant funding	Capital work in progress	Original
01/03520/100/850	16/02/2016	00002385	3,009.03	3402/01	Green Frog Systems Pty Ltd	<<EFT 1337/3402-01 >>P/O 39147 Freight solar light	council	solar lighting	Carry over
01/03520/100/850	16/02/2016	00002384	18,900.00	3402/01	Green Frog Systems Pty Ltd	<<EFT 1337/3402-01 >>P/O 38636 6x Solar light kits	council	solar lighting	Tourism NT
01/03520/100/850	18/02/2016	g15/16-073	6,300.00	01/03520/100/850	Green Frog Systems Pty Ltd	Green Frog invoice 2383 2 x solar panels	council	solar lighting	grant funding
01/03520/100/850	18/02/2016	g15/16-074	9,090.91	01/03520/100/850	Nordraft	Inv No 04333 Hot Springs rezoning	grant funding	Capital work in progress	
01/03520/100/850	03/03/2016	4311803	9,400.00	3486/01	GHD Pty Ltd	<<EFT 1343/3486-01 >>P/O 39123 Consultation for Ho	grant funding	Capital work in progress	
01/03520/100/850	31/03/2016	clear c/card	3,584.00	900/01	Dept of Lands & Planning	<<INV 54595 to clear march credit card expenses	grant funding	Capital work in progress	
01/03520/100/850	10/05/2016	clear aprill c/	555.00	900/01	Dept of Lands & Planning	<<INV 55070 to clear april c/card 2016	grant funding	Capital work in progress	
01/03520/100/850	27/05/2016	39961	-	2750	North Australian News Pty Ltd	Various advertising	grant funding	Capital work in progress	
01/03520/100/850	31/05/2016	00004067	9,149.96	3023/01	Shockless Electrical Services	<<INV 55070 >>P/O 39469 Electrical works @ Hot spr	grant funding	Capital work in progress	
01/03520/100/850	06/06/2016	4311960	15,000.00	3486/01	GHD Pty Ltd	<<EFT 1366/3486-01 >>P/O 39123 Consultation for Ho	grant funding	Capital work in progress	
01/03520/100/850	30/06/2016	4312040	3,000.00	3486/01	GHD Pty Ltd	<<INV 55279 >>P/O 39123 Consultation for Hot Sprin	grant funding	Capital work in progress	
01/03520/100/850	11/08/2016	40671	775.00	3023/01	Shockless Electrical Services	>>P/O 40498 hot water line trenching @ Hot Spring	grant funding	Capital work in progress	
01/06535/101/403	06/06/2016	INV11810	4,350.00	3541/01	Clouston Associates	<<EFT 1367/3541-01 >>ADJ 39839 Landscape plan, top	grant funding	Capital work in progress	
01/06535/101/403	20/04/2016	4311879	22,000.00	3486/01	GHD Pty Ltd	<<EFT 1352/3486-01 Hot Springs walkway progress cl	grant funding	Capital work in progress	
01/06535/101/403	15/03/2016	4311767	12,700.00	3486/01	GHD Pty Ltd	<<EFT 1345/3486-01 Hot Springs consultation + surv	grant funding	Capital work in progress	
01/06535/101/403	25/11/2015	4311674	4,932.50	3486/01	GHD Pty Ltd	>>EFT 1316/3486-01 >>P/O 38493 Consultation for Ho	grant funding	Capital work in progress	
01/04/100/101/401	01/06/2016	April 2016	100.98	2750/01	North Australian News Pty Ltd	>>P/O 39096 Meeting, Notice, Tender, Notice of works	grant funding	Capital work in progress	
01/04/100/101/401	03/05/2016	KTC-20238C	150.00	3369/01	TenderLink	<<EFT 1362/3369-01 >>P/O 39615 T16/06 Hot Springs	grant funding	Capital work in progress	
			<b>146,486.80</b>						
Capital work in progress									
Building			88,116.39						
Decking/walkway			4,859.15	building					
Electric bollard			15,377.27	building					
solar lighting			9,924.96	improve					
			28,209.03	improve					
			<b>146,486.80</b>						
grant funding									
			<b>98,041.35</b>						
01/03520/100/850	20/07/2015	1456	250.00	234/01	Stephen Murphy	<<EFT 1278/234-01 >>P/O 37663 Drain clean softball	expense		
01/03520/100/850	24/02/2016	00201747	505.00	1902/01	Top End Backhoe Hire	>>P/O 39283 Works @ Emungalan,SPG's & CC + Solar	expense		
01/03520/100/850	30/06/2016	00004110	433.80	3023/01	Shockless Electrical Services	<<EFT 1372/3023-01 >>P/O 40412 Install LED lights	expense		
			<b>1,188.80</b>						
01/03520/100/850	09/02/2016	00000266	7,750.00	2764/01	Savanna Solutions Pty Ltd	<<EFT 1334/2764-01 50% structural engineer payment	journal entry		consultancy
01/06535/101/403	22/02/2016	00000178	2,000.00	2764/01	Savanna Solutions Pty Ltd	<<EFT 1341/2764-01 Development proposal for Hot Sp	journal entry		
01/06535/101/403	15/10/2015	00000192	4,750.00	2764/01	Savanna Solutions Pty Ltd	<<EFT 1306/2764-01 >>ADJ 37608 Consulting fee for	journal entry		
			<b>14,500.00</b>						
01/06535/101/403	03/05/2016	39839	-	3541	Clouston Associates	>>P/O 39839			









# REPORT

**FOLDER:** Tenders / Works /Florina Road- Rockhole Community Access

**MEETING:** ORDINARY MEETING OF COUNCIL – 25 JULY 2017

**REPORT TITLE:** TENDER 17/04 – ROCKHOLE COMMUNITY ACCESS

## PURPOSE OF REPORT

To seek endorsement from Elected Members to award Tender 17/04 Rockhole Community Access.

## BACKGROUND

Tender T17/04 Rockhole Community Access was released for public tender inviting tenders from suitably qualified and experienced organisations to construct an access lane for the Rockhole Community.

The project involved upgrading the access to the Rockhole Community to improve safety and traffic flow within the area.

Tender 17/04 – Rockhole Community Access was advertised from Wednesday 07<sup>th</sup>, 14<sup>th</sup>, 21<sup>st</sup> & 28<sup>th</sup> June for a period of four (4) weeks, with submissions closing at 2:00pm on Monday 03 July 2017. Three (3) valid tender submissions were received through Council's e-Tendering portal Tenderlink; details to follow.

## Budget Impact

The budget estimate was \$128,335.00 (GST exclusive) T17/04 Rockhole Community Access.

The estimates are in line with market value assessments and industry expectations. As referenced in the following Schedule of Rates Summary table, the three (3) tenders and their respective submitted values (GST exclusive), including percentage variances are as follows:

1. Remote Civil	\$200,581.51	+56%
2. Downes Graderways	\$117,570.00	-8%
3. Alderbaren Pty Ltd	\$139,604.00	+8.78%

NB: individual line item values are not shown in the summary due to commercial in confidence considerations; sub-totals and associated percentage variances across each of the schedules are referenced for comparative purposes only.

Downes Graderways were requested to clarify their final submission bid due to their responses schedule not corresponding with their submitted pricing schedule (see correspondence attached)

Further commentary as to the Tender Assessment Panel's interpretation of the price variance rationale is referenced within 'Summary of Assessment'.





# KATHERINE TOWN COUNCIL REPORT



## KATHERINE TOWN COUNCIL SCHEDULE OF RATES

### T17/04 Rockhole Community Access

Item	Description	Unit	Quantity	Total Cost	Remarks	Remote Civil	Downes Graderways	Alderbaren
1	PRELIMINARIES (across all works)							
	Total for PRELIMINARIES (Sub Total 1)			\$ 26,050.00		\$ 44,065.00	\$ 17,450.00	\$ 41,180.00
2	CONFORMANCE TESTING							
	Total for SCHEDULE 2 (Sub Total 2)			\$ 2,500.00		\$ 4,500.00	\$ 2,000.00	\$ 3,200.00
3	DEMOLITION							
	Total for SCHEDULE 3 (Sub Total 3)			\$ 3,960.00		\$ 3,615.00	\$ 7,400.00	\$ 3,540.00
4	SITE PREPERATION & EARTHWORKS							
	Total for SCHEDULE 4 (Sub Total 4)			\$ 12,425.00		\$ 12,160.00	\$ 17,970.00	\$ 11,400.00
5	SITE PREPERATION & EARTHWORKS							
	Total for SCHEDULE 5 (Sub Total 5)			\$ 56,900.00		\$ 117,995.00	\$ 51,130.00	\$ 45,280.00
6	STORM WATER DRAINAGE							
				\$ 16,000.00		\$ 7,100.00	\$ 16,920.00	\$ 18,784.00
7	SITE PREPERATION & EARTHWORKS							
	Total for SCHEDULE 7 (Sub Total 7)			\$ 10,500.00		\$ 11,146.51	\$ 4,700.00	\$ 16,220.00
	T17-04 - \$			128,335.00		156% \$ 200,581.51	92% \$ 117,570.00	108.78% \$ 139,604.00
	(Excluding GST)			GST \$12,833.50		\$ 20,058.15	\$ 11,757.00	\$ 13,960.40
	T17-04 - \$			141,168.50		\$ 220,639.66	\$ 129,327.00	\$ 153,564.40
	(Including GST)							





# REPORT

## VALUE FOR MONEY ASSESSMENT (VFM)

A qualitative (operational, non-priced criteria) and quantitative (goods and services, priced criteria) assessment of each valid tender submission was undertaken by an Assessment Panel comprising the following officers:

Scott Mannion – Airport & Contracts Manager  
 Andrew Wilson – Acting Operations Manager  
 David Moore – Acting Director of Works

Section 1.13 of the tender document describes the method by which the Tender Assessment Panel shall review all valid submissions, outlines the relevant documentation which all tenderers should be familiar with, and provides the following percentage breakdown of the Non-Priced Criteria relevant to the specification (as agreed upon by the Panel prior to release of the specification).

PERCENTAGE WEIGHTINGS AND ASSESSMENT CRITERIA FROM RESPONSE SCHEDULES *	
PAST PERFORMANCE	15%
LOCAL DEVELOPMENT AND VALUE ADDING	15%
CAPACITY	20%
PRICE	50%
<b>TOTAL</b>	<b>100%</b>

\* T17-04 – Florina Road – Rockhole Community Access

Commentary from the Panel regarding each tenderer's submission (including, but not limited to any perceived and/or actual risks or vulnerabilities, and any information supplied in addition to that which was requested), is collated and used to finalise the qualitative assessment of the Non-Priced Criteria; detail is provided further in the 'Summary of Assessment'.

Submissions must receive a minimum of 50% of the available score for the Non-Priced Criteria in order for their price to be considered further – refer red banner across VFM Assessment – Summary (Attachment E).

- As the value of the Non-Priced Criteria in this instance is 40%, the minimum score necessary for each submission is 20%; each bid successfully achieved this first threshold.

Comparative to the project's budget estimate, submissions are then given a score which represents the portion of the maximum percentage available for the Priced Criteria.

- As the value of the Priced Criteria in this instance is 50%, values over this threshold represent a tender submission which comes in below the budget estimate, whereas those values which are at 50% or less demonstrate submissions which are equivalent to, or more expensive than the estimate.

Final scores over 80% notionally present an established Value for Money return on the specific project works, whilst variances of 2% can also be considered as equivalent submissions for the purpose of determining the greater value investment.





# REPORT

The final Value for Money rating for each Tenderer is shown in the attached VFM Assessment – Summary (Attachment E) and referred to below:

- |                        |        |
|------------------------|--------|
| 1. Civil Remote:       | 68.49% |
| 2. Downes Graderways:  | 90.58% |
| 3. Alderbaren Pty Ltd: | 78.30% |

## **Summary of Assessment**

The following summary comprises the Panel's assessment of the individual tender submission's responses against the noted Non-Priced Criteria requirements and the average score from ten (10) allocated per criterion (refer Attachment D for scoring matrix).

### Remote Civil

Past Performance – 7.67  
Local Development and Value Adding – 7.33  
Capacity – 7

### Downes Graderways

Past Performance – 7.33  
Local Development and Value Adding – 7.33  
Capacity – 7

### Aldbaren Pty Ltd

Past Performance – 7.33  
Local Development and Value Adding – 5.33  
Capacity – 6.67

## **Recommended Submission**

The Tender Assessment Panel recommends Downes Graderways as representing the greatest Value for Money return to the Council for those works specified in T17/04 – Rockhole Community Access

Downes Graderways returned good scores across all Non-Priced Criteria, providing the least vulnerable alternative for Council's consideration, whilst presenting a heightened contribution to the local community by being a local company employing local staff and supporting local suppliers

The submission value of \$117,570.00 (GST exclusive) falls within the available project budget and accommodates all tender stipulations; the variance from the estimate is reflective of the realistic market value for the procured works.



# REPORT

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- |                        |        |
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Past Performance – 7.33  
Local Development and Value Adding – 5.33  
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## **Recommended Submission**

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The submission value of \$117,570.00 (GST exclusive) falls within the available project budget and accommodates all tender stipulations; the variance from the estimate is reflective of the realistic market value for the procured works.





## KATHERINE TOWN COUNCIL

**REPORT****OFFICER RECOMMENDATION****That it be recommended to Council:**

1. That Tender 17/04 – Rockhole Community Access, be awarded to Downes Graderways at their submitted schedule of rates price of \$117,570.00 (GST exclusive).

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

Robert Jennings  
**CHIEF EXECUTIVE OFFICER**

**Delegation:** Operations Manager (acting) Director Works & Services,  
David Moore

**Attachments:** A: Business Validation Checks  
B: Best Practice Guidelines for Tender Assessment – FS#1 (excerpt);  
Value for Money (VFM) Scoring Matrix  
C: Value for Money (VFM) Assessment – Summary  
D: Confirmation letter sent to Downes Graderways  
E: Reply to confirmation letter from Downes Graderways



# REPORT

## T17/04 Rockhole Community Access

Company	Civil Remote	Downes Graderways	Alderbaren
E-Tender Box	✓	✓	✓
Sealed envelope	N/A	N/A	N/A
Rec'd before Closing date	✓	✓	✓
<b>Response Schedules</b>			
Declaration by Tendered	✓	X *	✓
Schedule of Rates	✓	X *	✓
<b>Indemnities</b>			
Public Liability Insurance	✓	✓	✓
Workers Compensation Insurance Cover	✓	✓	✓
Endorsement	✓	✓	✓
<b>Responses to Assessment Criteria</b>			
Past Performance	✓	✓	✓
Local Development & Value Adding	✓	✓	✓
Capacity	✓	✓	✓

### Date & Time Tenderbox Opened

04/07/2017 @ 0930hrs

### Present at Tender box Opening

Scott Mannion

Andrew Wilson

David Moore

### Tender Pre Check list Checked by -

Scott Mannion

Witness-



Comments -

Downes graderways final submission bid differed from their price schedule





# REPORT



## BEST PRACTICE GUIDELINES FOR TENDER ASSESSMENT – FS#1

### FACTSHEET: SCORING TENDERS

This Factsheet outlines the recommended tender assessment scoring method and provides a value for money assessment matrix and an accompanying descriptor scale, suitable for use in the procurement of most supplies.

### VALUE FOR MONEY ASSESSMENT TOOL

The standard evaluation tool/spreadsheet is based on normalised evaluation methods. This method uses a weighted comparative evaluation matrix to determine which Tender represents the best value for money available in the market. It does this by examining the Tender against the stated selection criteria and the market responses received.

### SCORING SCALE

SCORE *	DESCRIPTION
9	The panel is <b>completely confident</b> the Tenderer: <ul style="list-style-type: none"> <li>• Understands the requirements; and</li> <li>• Will be able to satisfactorily complete the requirements to a <b>very high</b> standard.</li> </ul>
7	The panel is <b>confident</b> that the Tenderer: <ul style="list-style-type: none"> <li>• Understands the requirements; and</li> <li>• Will be able to satisfactorily complete the requirements to a <b>high</b> standard.</li> </ul>
5	The panel is <b>reasonably confident</b> that the Tenderer: <ul style="list-style-type: none"> <li>• Understands the requirements; and</li> <li>• Will be able to satisfactorily complete the requirements to a <b>reasonable</b> standard.</li> </ul>
3	The panel has <b>some reservations</b> whether the Tenderer: <ul style="list-style-type: none"> <li>• Understands the requirements; and</li> <li>• Will be able to satisfactorily complete the requirements.</li> </ul> If <b>Minor</b> concern: rate higher (4) If <b>Major</b> concern: rate lower (1 or 2)
0	The Tenderer <b>did not</b> address the requirement <b>or</b> The panel is <b>not confident</b> that the Tenderer: <ul style="list-style-type: none"> <li>• Understands the requirements; and / or</li> <li>• Will be able to satisfactorily meet the requirement.</li> </ul>

\* 'In between' scores such as 2, 4, 6, 8 and 10 are acceptable.

Source: Government of Western Australia



KATHERINE TOWN COUNCIL

# REPORT



VALUE FOR MONEY (VFM) ASSESSMENT - SUMMARY

<b>Tender</b>	T17/04	Rockhole Community Access	REMOTE CIVIL DOWNES ALDERBAREN GRADERWAY	5	
<b>Estimate</b>	\$128,335.00	Value	\$200,581.51	\$117,570.00	\$139,604.00
<b>Weighting</b>	15%	Past Performance	7.67	7.33	7.33
	15%	Local Development and Value Adding	7.33	7.33	5.33
	20%	Capacity	7.00	7.00	6.67
	50%	Price	32%	55%	46%
		<b>VFM Ranking</b>	<b>68.49%</b>	<b>90.58%</b>	<b>78.30%</b>

Recommended Tenderer:

Downs Graderways

Commentary:

Local company utilising local employees and suppliers. Provided excellent examples of previous like works. Excellent risk management and contingency plans evidenced Evidence of Employee's with high skill sets and knowledge provided. Detailed plant listing supplied

With a VFM Score of:


90.58

Panel Members Endorsement:

Scott Mannion

David Moore

Andrew Wilson

  
 Date: 14/07/17  
 14/07/17  
 14/7/17





KATHERINE TOWN COUNCIL

# REPORT

## Town Council

 PO Box 1071  
 Katherine NT 0851

Our ref: Tenders / Works / T17/04 – Rockhole Community Access

05 July 2017

ABN: 72 009 605 047

 Mr Danny Downes  
 Downes Graderways Pty Ltd  
 PO Box 392  
 Katherine NT 0851

 Via email: [downesgraderways@bigpond.com](mailto:downesgraderways@bigpond.com)

Dear Sir

**RE: Clarification of Tender Submission – T17/04 Rockhole Community Access**

Thank you for your interest in Tender 17/04 – Rockhole Community Access. In order to fully assess the validity of your tender submission Council requests clarification on the following item:

“Attachment A – Response Schedule (page 5)” and “Attachment B – Schedule of Rates”.

Your submitted price annotated in the Response Schedule for T17/04 of \$138,237.00 inclusive of GST, differs from your submitted price of \$129,327.00 inclusive of GST annotated in the pricing schedule for T17/04

Please confirm your final submission rate for T17/04 Rockhole Community Access, being either;

- a) \$138,237.00 (inc gst) or
- b) \$ 129,327.00 (inc gst)

It would be most appreciated if could please provide advice as to this discrepancy by close of business Friday 7 July 2017, directly to the Superintendent's Representative at [david.moore@ktc.nt.gov.au](mailto:david.moore@ktc.nt.gov.au).

Yours faithfully

 Scott Mannion  
 AIRPORT AND CONTRACTS MANAGER

**ATTACHMENTS:** A: Response Schedule (page 5)  
 B: Schedule of Rates



# REPORT

## Downes Graderways Pty Ltd

Civil Contracting and Earthmoving Professionals



5<sup>th</sup> July, 2017

Mr. David Moore  
Superintendents Representative  
Katherine Town Council  
PO Box 1071  
Katherine NT 0851

Dear David,

**RE:** *Clarification of Tender Submission – T17/04 Rockhole Community Access*

I would like to advise that the price of \$129,327.00 inclusive of GST is our final submission price for the above tender.

A late quotation was received and there was only enough time to amend the Schedule of Rates, but not the Response Schedule prior to tender close.

Please do not hesitate to contact me if you have any further queries.

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'Danny Downes'.

Handwritten initials 'de' in blue ink.

Danny Downes  
Project Manager





## KATHERINE TOWN COUNCIL

**REPORT**

**FOLDERS:** Community Relations / Committees / Katherine Sportsgrounds Advisory Committee / 2017 Sportsgrounds Advisory Committee Meetings

**MEETING:** ORDINARY MEETING OF COUNCIL - 25 JULY 2017

**REPORT TITLE:** MINUTES OF THE KATHERINE SPORTSGROUNDS ADVISORY COMMITTEE MEETING - 20 JUNE 2017

---

**Purpose of Report**

To provide Elected Members with the Minutes of the Katherine Sportsgrounds Advisory Committee Meeting held on 20 June 2017.

**OFFICER RECOMMENDATION**

That it be recommended to Council:

That the Minutes of the Katherine Sportsgrounds Advisory Committee Meeting held on 20 June 2017 be received and noted.

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

Robert Jennings  
**CHIEF EXECUTIVE OFFICER**

**Delegation:** Acting Director Works & Services, David Moore  
**Attachments:** Minutes of the Katherine Sportsgrounds Advisory Committee Meeting held on 20 June 2017



**MINUTES OF THE KATHERINE SPORTSGROUNDS ADVISORY COMMITTEE MEETING  
HELD AT THE KATHERINE CIVIC CENTRE TUESDAY 20 JUNE 2017 AT 5.30PM**

**1. WELCOME**

Meeting opened at 5:45pm

In Attendance:

Suzanne Sinclair	Big Rivers BMX Club
Annette Scheffe	Katherine Junior Rugby League Club / Katherine Netball Ass
Marc Gardner	Katherine Rugby Union
Janet Schultz	Member of the Public - Skate Park
Dwayne Rosas	Katherine Kowboys Rugby League
Patrick Kelly	Katherine Kowboys Rugby League
Sarah Hurley	Katherine Tennis Club
David Moore	KTC Acting Director Works & Services
Cheriece Fry	KTC Works & Services (Minute Taker)

**2. APOLOGIES**

Alderman Henry Higgins	KTC Elected Member (SPG Chair)
Sam Forwood	Katherine Rugby Union / Katherine Krocs
Leanne Bugg	Katherine Netball Association

**3. CONFIRMATION OF PREVIOUS MINUTES - 5 DECEMBER 2016**

Moved: Annette Scheffe / Sue Sinclair

That the minutes from the Katherine Sportsgrounds Advisory Committee meeting held on the 5 December 2016 be confirmed as a true and accurate record.

Carried: 7 / 0

**CONFIRMATION OF RECORD OF DISCUSSION - 21 FEBRUARY 2017**

Moved: Marc Gardner / David Moore

That the record of discussion from the Katherine Sportsgrounds Advisory Committee meeting held on the 21 February 2017 be confirmed as a true and accurate record.

Carried: 7 / 0

**4. BUSINESS ARISING FROM PREVIOUS MINUTES**

**4.1 Electronic Scoreboard - Update**

ADWS advised that the Electronic Scoreboard (obtained from the old Sport & Recreation Club) will be installed on the mound between Oval 1 and the Adventure Play Park. There is currently a delay with the fabrication of the front aluminium cover which has stalled installation.

Katherine Rugby Union representative, Marc Gardner, asked whether the PC Cards have/need to be checked for replacement (as noted in the previous minutes); is the original supplier still in business and is there a way to check if the board is actually operational prior to installation.

Action:

Council to follow-up with KRU representatives queries and provide feedback/action where required.





## 5. GENERAL BUSINESS

### 5.1 Oval No. 2 Lights:

ADWS advised that the new LED lights on Oval No. 2 are now operational and ready to be utilised.

The lights are token operated (tokens can be pre-purchased at the Civic Centre, \$2 each) and are currently defaulted to run both fields at half capacity (100 lux).

A push button control pad is located within the Don Dale Building canteen (Oval 2 side) for users who wish to run the lights at full capacity (200 lux); full capacity can only be run on individual fields at this time.

#### Actions:

1. Council to develop a 'How to Use' information sheet for the new token operated lights; this is to be emailed to all users
2. Affix a copy in the canteen area near the control pad

### 5.2 Oval No. 2 Ground Setup:

ADWS advised that Field 2 (YMCA end) will be extended by 10 meters giving a total field size of 100 meters. Field 1 (Netball end) size will remain at 90 meters.

Katherine Junior Rugby League Club representative, Annette Scheffe, queried whether Oval No. 2 would be fenced - these works are already noted in the *Draft Master Plan Section 2.8 and 3.3*.

N.B. *Draft Master Plan Section 3.3* states: Fencing to Oval 1 to restrict access for user changes - to be amended to Oval 2

### 5.3 Draft Master Plan:

ADWS advised that Sandra Nelson MLA, Member for Katherine, has committed \$250k towards a new Community Centre which is to be located at the Katherine Sportsgrounds.

The Proposed Community Centre will be an extension of the Don Dale Building (Netball end) and will allow for a community purpose room and 2 additional roller door storage areas.

Representatives asked about the works being carried out on the Old Athletics Canteen and what purpose it will be used for.

ADWS advised that works had been postponed as there is no Building Permit/Certification for the facility; once completed this will be used (at this time) as storage areas for Council and Rise Ventures. Rise Ventures are the funding body for these works.

ADWS also advised that Council has received comments regarding the lack of disabled toilets throughout the area; this should be added to the *Draft Master Plan*.

#### Actions:

Council to contact Sharyn Innes to add disabled toilets to the Draft Master Plan

## 6. OTHER BUSINESS

### 6.1 General Discussions from all Representatives:

#### 6.1.1 Annette Scheffe - Oval No. 1:

Hard surface and there is a large hole/divert near the goal posts (YMCA end).



ADWS advised watering has been limited due to additional hires and unscheduled maintenance around the facility; Council is hoping to aerate over the school holidays pending hires.

Kowboys representative advised they have home games on 15 and 22 July.

6.1.2 Sarah Hurley - Tennis Clubhouse:

Building lights are flickering and the ceiling works seem incomplete.

ADWS advised asbestos testing on the ceiling materials came back with a negative reading.

6.1.3 Annette Scheffe - Vehicle Traffic/Parking near Netball Canteen:

People are still driving and parking near the canteen on competition night, is it possible to put a chain up to stop this.

ADWS advised a chain is not appropriate; a slip in pole has been left in the netball storeroom for the group to use on competition nights. Council can look into signage and a permanent fixture (boom gate) in the new financial year.

Other representatives also commented on people speeding around the area. Council to investigate the possibility of installing rubber speed humps in the area.

6.1.4 Annette Scheffe - Don Dale Building General Maintenance:

- o sanitary bin is required in the female external toilets
- o is it possible to get additional cleans for the external toilets
- o toilet and light issues in Room C have still not been rectified
- o is it possible to get additional 240l bins and an additional/larger skip bin (YMCA side)
- o is it possible for all users to have access to the PA System in Room J

6.1.5 Dwayne Rosas - Oval No. 1 Lights:

Instructions have rubbed off the token boxes, can this be rectified; how many tokens are required to run the lights.

Council representative reminded the group that any maintenance requests should be forwarded to [records@krc.nt.gov.au](mailto:records@krc.nt.gov.au) for processing/actioning when they arise, not to wait for these forums to report issues.

Action:

Council to follow-up on items discussed and provide feedback/action where required.

***Sarah Hurley left the meeting at 6:25pm***

6.2 Additional Storage:

Katherine Junior Rugby League Club representative, Annette Scheffe, noted that additional storage is required at the facility.

ADWS advised that groups can apply for funding through the NTG Department of the Attorney-General and Justice via the Community Benefit Fund (CBF) program.

Council representative requested a copy of the completed application; once application has been received a letter of support will be sought from the SPG Advisory Committee Chair (on behalf of the group) and Council's CEO.





Moved: Marc Gardner / Patrick Kelly

That the Katherine Junior Rugby League Club's CBF - Major Grant Application for an additional storage facility be supported by the Sportsgrounds Advisory Committee.

Carried: 7 / 0

Actions:

1. KJRL representative, Anette Scheffe, to apply for an additional storage facility via a CBF Major Grant Application
2. KRU representative, Marc Gardner, to assist KJRL with application
3. Council to organise quote
4. KJRL to forward completed application to Council for comment/letters of support; also seek letters of support from other Sportsgrounds User Groups
5. KRU representative, Marc Gardner, to contact Sharyn Innes to update Draft Master Plan

N.B. The next CBF Funding Round (1) Applications closes on 31 August 2017

**7. DATE OF NEXT MEETING**

Tuesday 8 August 2017 at 5:30pm

**8. MEETING CLOSED**

7:00pm



## AGENDA

### KATHERINE SPORTSGROUNDS ADVISORY COMMITTEE MEETING

Katherine Civic Centre - Committee Room

Tuesday 20 June 2017 at 5.30pm

1.	<b>WELCOME</b>
2.	<b>APOLOGIES</b> Alderman Higgins
3.	<b>CONFIRMATION OF PREVIOUS MINUTES</b> 3.1 5 December 2016 3.2 21 February 2017 - Record of Discussion
4.	<b>BUSINESS ARISING FROM PREVIOUS MINUTES</b>
5.	<b>GENERAL BUSINESS</b> 5.1 Oval No. 2 Lights 5.2 Oval No. 2 Ground Setup 5.3 Draft Master Plan
6.	<b>OTHER BUSINESS</b>
7.	<b>DATE OF NEXT MEETING</b> Tuesday 8 August 2017
8.	<b>MEETING CLOSED</b>





## KATHERINE TOWN COUNCIL

**REPORT**

**FILE:** Regulatory Services \ Licences – Permits \ Alcohol Licences Permits 2017

**MEETING:** ORDINARY MEETING OF COUNCIL – 25 JULY 2017

**REPORT TITLE:** CONSENT TO PROVIDE COMMENTS TO LICENSING NT

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**PURPOSE:**

To seek Council endorsement for comments to be provided to Licensing NT, Department of Business regarding a Liquor Licencing application by Godinymayin Yijard Rivers Arts & Cultural Centre.

**BACKGROUND:**

Godinymayin Yijard Rivers & Arts Cultural Centre (GYRACC) is situated at Lot 3287 Stuart Highway. Council has been requested to provide comment in relation to a liquor licence application.

Alcohol will be served on the premises as part of special functions primarily exhibitions (currently six (6) per annum) and performances (currently ten (10) per annum).

Supplies will be kept to a minimum and locked in an enclosed room. The duration of most events will range between two (2) to three (3) hours. Nibbles will be served with the alcohol. They will not be sold separately nor will they be substantial.

Recommend the following comments be forwarded to the Department of Business.

1. The area immediately outside the premises is kept clean of rubbish at all times.
2. That no off-site sales of alcohol occurs (which is consistent with the application).

**OFFICER RECOMMENDATION**

That Council endorses the above recommendations and raises no objection to the application.

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

Robert Jennings  
**CHIEF EXECUTIVE OFFICER**

**Delegation:** A/Director Works & Services David Moore  
**Schedule of Attachment:** Department of the Attorney – General and Justice – Letter  
Liquor Licence Application

The Mayor  
Katherine Town Council  
Civic Centre, Lot 1862  
Stuart Highway, Katherine, NT, 0850.

[records@ktc.nt.gov.au](mailto:records@ktc.nt.gov.au)

**Licensing NT**  
3<sup>rd</sup> Floor NAB Building  
71 Smith Street  
Darwin NT 0800

**Postal Address**  
GPO Box 1154  
DARWIN NT 0801

T 08 8999 1800  
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E  
[AGD.LRASComplianceDWN@nt.gov.au](mailto:AGD.LRASComplianceDWN@nt.gov.au)  
u

File Ref: TRM No.

Dear Sir/Madam

**Re: Application for a new liquor licence – Godinymayin Yijard Rivers Arts and Culture Centre**

An application for an "On" liquor licence has been received from the applicants Katherine Regional Cultural Precinct Ltd on behalf of the for premises situated at Lot 3287 Stuart Highway, Katherine, NT to be known as Godinymayin Yijard Rivers Arts and Culture Centre.

Can you please provide any comments you might have in relation to the application taking into account the Objects of the Liquor Act (the Act) as defined in Section 3 of the Act. Your comments should relate to matters the Director-General must consider when assessing an application, as detailed in Sections 3, 6 and 28 of the Act.

If you wish to lodge an objection to the application, or to any part of the application, you must comply with Section 47F of the Liquor Act and supply such objection within 30 days of the second posting of the public advertising. The closing date of objections is the 21 June 2017. If for some reason your objection cannot be supplied by the closing date, please make an application for an extension of time prior to the closing date.

Attached for your information is a copy of the applicants Business Plan, response to Public Interest Criteria, site plan and public advertisement. A copy of Sections 3, 6, 28 and 47F of the Act are attached for information.

Your comments or objection, if any, should be received no later than the 28<sup>th</sup> of July 2017.

If you require any further information in relation to this application, please contact Licensing Officer Ashley Brown on telephone 8999 7827 or via email [AGD.LRASComplianceDWN@nt.gov.au](mailto:AGD.LRASComplianceDWN@nt.gov.au)

Yours sincerely

**Ashley Brown**  
Senior Liquor, Gaming & Racing Licensing Officer  
12/5/17



### 3 Objects

- (1) The primary object of this Act is to regulate the sale, provision, promotion and consumption of liquor:
  - (a) so as to minimise the harm associated with the consumption of liquor; and
  - (b) in a way that takes into account the public interest in the sale, provision, promotion and consumption of liquor.
- (2) The further objects of this Act are:
  - (a) to protect and enhance community amenity, social harmony and wellbeing through the responsible sale, provision, promotion and consumption of liquor;
  - (b) to regulate the sale of liquor in a way that contributes to the responsible development of the liquor and associated industries in the Territory; and
  - (c) to facilitate a diversity of licensed premises and associated services for the benefit of the community.

(3) A person exercising a power or performing a function under this Act must have regard to the objects of this Act and must exercise the power and perform the function in a way that is consistent with those objects.

### 6 Public interest criteria in respect of licence or licensed premises

- (1) When a person (a **decision maker**) has regard to the objects of this Act in:
  - (a) considering or determining an application under this Act in respect of a licence or licensed premises; or
  - (b) determining the conditions of a licence,

the decision maker must, when taking into account the public interest in the sale, provision, promotion and consumption of liquor, consider any of the criteria specified in subsection (2) that are relevant to the application or conditions.

- (2) For subsection (1), the criteria are the following:
  - (a) harm or ill-health caused to people, or a group of people, by the consumption of liquor is to be minimised;
  - (b) liquor is to be sold, or sold and consumed, on licensed premises in a responsible manner;
  - (c) public order and safety must not to be jeopardised, particularly where circumstances or events are expected to attract large numbers of persons to licensed premises or an area adjacent to those premises;

- (d) the safety, health and welfare of persons who use licensed premises must not be put at risk;
  - (e) noise emanations from licensed premises must not be excessive;
  - (f) business conducted at licensed premises must not cause undue offence, annoyance, disturbance or inconvenience to persons who reside or work in the neighbourhood of the premises or who are making their way to or from, or using the services of, a place of public worship, hospital or school;
  - (g) a licensee must comply with provisions of this Act and any other law in force in the Territory which regulate in any manner the sale or consumption of liquor or the location, construction or facilities of licensed premises, including:
    - (i) by-laws made under the *Local Government Act*; and
    - (ii) provisions of or under the *Planning Act*;
  - (h) each person involved in the business conducted at licensed premises must receive suitable training relevant to the person's role in the conduct of the business;
  - (i) the use of credit in the sale of liquor must be controlled;
  - (j) practices which encourage irresponsible drinking must be prohibited;
  - (k) it may be necessary or desirable to limit any of the following:
    - (i) the kinds of liquor that may be sold;
    - (ii) the manner in which liquor may be sold;
    - (iii) the containers, or number or types of containers, in which liquor may be sold;
    - (iv) the days on which and the times at which liquor may be sold;
  - (l) it may be necessary or desirable to prohibit persons or limit the number of persons who may be on licensed premises, on any particular part of licensed premises or in an adjacent area subject to the control of the licensee;
  - (m) it may be necessary or desirable to prohibit or limit the entertainment, or the kind of entertainment, which may be provided on licensed premises or in an adjacent area under the control of the licensee;
  - (n) it may be necessary or desirable to prohibit or limit promotional activities in which drinks are offered free or at reduced prices.
- (3) Also, the decision maker must consider:
- (a) any other matter the decision maker believes is relevant to the public



interest in the sale, provision, promotion and consumption of liquor in respect of the application or conditions under consideration; and

- (b) any information or matter contained in an application, or otherwise provided or raised by the applicant, which is relevant to the public interest in the sale, provision, promotion and consumption of liquor.

## **28 Assessment of applications**

- (2) The Director-General must consider an application for a licence, the accompanying affidavit made under section 26A and the results of investigations conducted in relation to the application and make an assessment of the following matters:
  - (a) the suitability of the premises in respect of which the application is made, having regard to any law of the Territory which regulates in any manner the sale or consumption of liquor or the location, construction or facilities of premises which are used for that purpose;
  - (b) if the applicant is a natural person – the financial stability, general reputation and character of the applicant;
  - (c) if the applicant is a body corporate – the business reputation and financial stability of the body corporate and the general reputation and character of the secretary and executive officers of the body corporate;
  - (d) if the applicant is a federation of clubs – the business reputation and financial stability of each constituent club and the general reputation and character of the secretary and executive officers of each constituent club;
  - (e) whether the applicant is a fit and proper person to hold a licence;
  - (f) if a person is referred to in the affidavit under section 26A – whether that person is a fit and proper person to be an associate of a licensee;
  - (g) if the Director-General considers it appropriate – whether any other associate of the applicant is a fit and proper person to be an associate of a licensee;
  - (h) if the applicant has nominated a person under section 25(2) to be its manager – whether that person is a fit and proper person to be the manager.
- (3) In assessing whether an applicant is a fit and proper person to hold a licence, the Director-General must have regard to any matters prescribed by the Regulations relevant to that assessment.
- (3A) If an objection to the application is lodged under section 47F, the Director-General must comply with section 47G before making a decision on the application.
- (3B) In considering the application, the Director-General must consider:

- (a) any objection to the application made under section 47F; and
  - (b) any reply provided by the applicant under section 47G.
- (4) The Director-General may require an applicant, a nominee manager of the applicant or an associate of the applicant to provide the Director-General with the additional information or material that the Director-General considers necessary to make a proper assessment of the application.

**47F Person may object to certain applications**

- (1) Subject to this section, a person, organisation or group may make an objection to the following applications:
- (a) an application for the grant of a licence under section 27;
  - (b) an application for a variation of the conditions of a licence, notice of which is required to be published under section 32A(2);
  - (c) an application for the substitution of other premises for the premises specified in a licence under section 46A;
  - (d) an application for approval to make a material alteration to licensed premises, notice of which is required to be published under section 119(3).
- (2) The objection may only be made on the ground that the grant of the licence, variation of conditions, substitution of other premises or material alteration may or will adversely affect:
- (a) the amenity of the neighbourhood where the premises the subject of the application are or will be located; or
  - (b) health, education, public safety or social conditions in the community.
- (3) Only the following persons, organisations or groups may make an objection under subsection (1):
- (a) a person residing or working in the neighbourhood where the premises the subject of the application are or will be located;
  - (b) a person holding an estate in fee simple in land, or a lease over land, in the neighbourhood where the premises the subject of the application are or will be located;
  - (c) a member or employee of the Police Force acting in that capacity;
  - (d) a member or employee of the Fire and Rescue Service within the meaning of the Fire and Emergency Act acting in that capacity;
  - (e) an Agency or public authority that performs functions relating to public amenities, including health, education and public safety;
  - (f) a community-based organisation or group (for example, a local action



group or a charity).

- (4) An objection under subsection (1) is to:
- (a) be in writing; and
  - (b) be signed by or on behalf of the person, organisation or group making the objection; and
  - (c) set out the facts relied on by the person, organisation or group to constitute the ground on which the objection is made; and
  - (d) be lodged with the Director-General within 30 days after the publication of the notice or the last of the notices referred to in section 27, 32A, 46A or 119 (as applicable).
- (5) If an objection is lodged by post, the objection is taken to be duly lodged with the Director-General if it is delivered to an office of Australia Post for transmission to the office of the Director-General within the period referred to in subsection (4)(d).

## Application for the Grant of a Liquor Licence

## Liquor Act


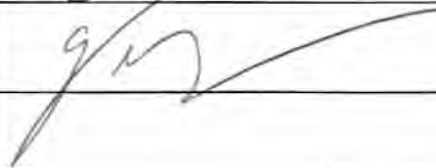
Application for the Grant of a Liquor Licence			
1. Application details			
Title	Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Miss <input type="checkbox"/>		
Full name of applicant	Katherine Regional Cultural Precinct Ltd.		
Address of applicant	P.O. Box 613 Katherine Lot 3287 Stuart Hwy		
Postal address of applicant	P.O. Box 613 Katherine 0851		
Telephone	08 89723751	Facsimile	
Email	info@gyracc.org.au	Website	www.gyracc.org.au
Full name and address of Nominee (if applicable)	Katherine Regional Cultural Precinct Ltd. 1A Godinymayin Yijard Rivers Arts & Culture Centre.		
Address/location of proposed licensed premises	Lot 3287 Stuart Hwy. Katherine NT 0850.		
Trading name of proposed licenced premises	Godinymayin Yijard Rivers Arts & Culture Centre.		
Nature of business associated with licence applied for (e.g. supermarket, hotel, etc.)	Arts & Culture.		
Type of licence applied for:			
1. For consumption on premises	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
2. For consumption away from premises	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
3. For consumption on and away from premises	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Proposed conditions sought or volunteered by the Licensee			
Licence for 7 days/week 11.30 - midnight No Christmas day or Good Friday All Alcohol to be consumed on the premises			
Will any other person or entity have a financial interest in the business? If so, provide details:			
NO			

TERMINAL BUSINESS CENTRE  
015 7821/2017  
\$200.00





## Application for the Grant of a Liquor Licence

Application for the Grant of a Liquor Licence			
Is applicant or any member of the applicant directly or indirectly interested in or concerned with any other licence? If so, provide details:			
NO			
Have any of the applicants (including directors of companies or committee members of club) ever been arrested, charged or summonsed for an offence (exclude spent convictions)? If so, provide details:			
NO.			
Have any of the applicants (including directors of companies or committee members of club) ever been a defendant in a civil lawsuit for breach of duty of care? If so, provide details:			
NO.			
Have any of the applicants (including directors of companies or committee members of club) ever been the subject of any action pursuant to the provisions of bankruptcy legislation? If so, provide details:			
NO.			
I/We the applicant(s) described above, hereby apply for the grant of the above licence.			
Craig	Signature of applicant(s)		Date 17/3/17
John	Signature of applicant(s)		Date 6/4/17
John	Signature of applicant(s)		Date



# REPORT

**FOLDER:** Legal Documents / Lease / Katherine Museum  
**MEETING:** ORDINARY COUNCIL MEETING – 25 JULY 2017  
**REPORT TITLE:** KATHERINE MUSEUM – LEASE RENEWAL

---

## Purpose of Report

To approve a three (3) year lease for the Katherine Museum located at Lot 2922, Christie Road, Katherine.

## Report

In July 2008 Katherine Town Council authorised the lease of the Museum with the Historical Society of Katherine for a period of five (5) years. This lease expired in July 2013. The expired lease included the following key elements:

- The area - Lot 2922 (the Museum and adjoining Council owned land).
- Rent – nominal at \$1 per annum.
- The period of the lease was from the 1 July 2008 until the 30 June 2013.
- The purpose was for a Museum and Function Centre.
- Day to day maintenance of the facility, including the Museum grounds was the responsibility of the Historical Society.
- Works of a structural nature as well as utilities were the responsibility of Council.

In November 2015 Katherine Town Council authorised an extension of the lease as noted above until the 30 June 2016. This extension allowed both Council and the Katherine Museum to finalise the following agreed upon projects:

- Memorandum of Understanding
- Museum Master Plan including:
  - ✓ Marketing & Development – signage, branding
  - ✓ Council and Museum long term budget sustainability
  - ✓ Museum Best Practice and good governance
  - ✓ Development – growth and expansion of facility

Katherine Town Council has now finalised arrangements for the new lease arrangement with the Katherine Historical Society and both parties have reached an agreement on the arrangements noted in the draft lease. These arrangements include:

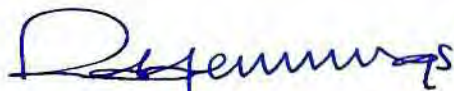
- The area - Lot 2922 (the Museum and adjoining Council owned land).
- Rent – nominal at \$1 per annum.
- Day to day maintenance of the facility, including the Museum grounds are the responsibility of the Historical Society.
- All operating charges (i.e. power, telephone, waste collection, salaries, etc) are the responsibility of the Historical Society.
- Works of a structural nature as well as utilities are the responsibility of Council.
- Provide a quarterly grant of \$5,549.25 including GST during the term to assist in the day to day operating costs of the Katherine Museum.



**OFFICER RECOMMENDATION**

**That it be recommended:**

1. That Council authorise the Mayor and Chief Executive Officer to sign and seal the lease documents.



Robert Jennings  
**CHIEF EXECUTIVE OFFICER**

**Delegation:** Community Services Executive Manager, Mrs Sophie Henderson  
**Attachment:** Draft Lease Agreement for the Katherine Museum located at Lot 2922

Lease

**Katherine Town Council**

and

**Historical Society of Katherine Incorporated**

Ref CLE:661481

Doc ID 420444063/v4

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## Lease

### Date

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Recitals	A.	The Owner owns the Land.
	B.	The Tenant wishes to let the Premises.
	C.	The Owner agrees to let the Premises and the Tenant accepts the let of the Premises on the terms and conditions of this Lease.

---

The parties agree, in consideration of, among other things, the mutual promises contained in this agreement as follows:

## 1. Definitions and interpretation clauses

---

### 1.1 Definitions

In this Lease:

<b>ADI</b>	means an authorised deposit taking institution as defined in the <i>Banking Act</i> (Cth).
<b>Business Day</b>	means a day which is not a Saturday, Sunday or public holiday in Katherine.
<b>Business Hours</b>	means the hours from 7.00 am to 5.00 pm on a Business Day.
<b>Commencement Date</b>	means the date specified next to the words 'TERM OF LEASE', beneath the word 'Commencing' on the front page of this Lease.
<b>Expiry Date</b>	means midnight Central Standard Time in Darwin, Northern Territory on the date specified next to the words 'TERM OF LEASE', beneath the word 'Expiring' on the front page of this Lease.



<b>Fire safety laws</b>	means in respect of the Premises, each law relating to or dealing with, but not limited to the following: <ul style="list-style-type: none"> <li>(a) fire safety and emergency planning in the Premises;</li> <li>(b) fire equipment in the Premises and maintenance thereof;</li> <li>(c) any condition of occupancy in the Premises; and</li> <li>(d) emergency communications and procedures.</li> </ul>
<b>GST</b>	has the meaning it has under the <i>GST Act</i> .
<b>GST Act</b>	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
<b>Land</b>	means the land described on the front page of this Lease.
<b>law</b>	means any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia , whether made by a State, Territory, the Commonwealth, or a local government as governs and applies to the terms and conditions of this Lease.
<b>Lease</b>	means the instrument of lease of which these Provisions of Lease form part, and includes all variations made in accordance with this Lease, despite any change in the identity of the parties.
<b>Owner</b>	means the person specified next to the heading 'OWNER' on the front page of this Lease.
<b>Permitted Use</b>	means the purposes specified in Item 3 of Schedule 1.
<b>Personal Property</b>	means the Air-conditioning equipment and ducting thereof and all pipes, power, telecommunications, lines and infrastructure connecting the services on the Land to the buildings on the Land.
<b>PPS Law</b>	means: <ul style="list-style-type: none"> <li>(a) the PPSA;</li> <li>(b) any regulations made at any time under the PPSA;</li> <li>(c) any provision of the PPSA or regulations referred to in</li> </ul>

(b); or

(d) any amendment to any of the above, made at any time.

<b>PPSA</b>	means the <i>Personal Property Securities Act 2009</i> (Cth).
<b>PPSA Security Interest</b>	means a security interest within the meaning of the PPSA.
<b>Premises</b>	means the whole of the Land as specified in Item 1 of Schedule 1, together with all the Owner's fixtures fittings appliances chattels and effects on the Land.
<b>Prior Encumbrances</b>	means those encumbrances and interests specified in Item 2 of Schedule 1.
<b>Rent</b>	means the amount specified next to the words 'MARKET RENT UNDER THE LEASE' on the front page of this Lease as reviewed or varied in accordance with this Lease from time to time.
<b>Schedule</b>	means a schedule attached to this Lease.
<b>Serial Number</b>	means a serial number within the meaning of the PPSA.
<b>Tenant</b>	means the person specified next to the heading 'TENANT' on the front page of this Lease and where not repugnant to the context, includes the servants, agents, employees and invitees of the Tenant.
<b>Term</b>	means the period from the Commencement Date to the Expiry Date and subject to any earlier determination in accordance with this Lease.

## 2. Grant of Lease

---

- (a) The Owner leases to the Tenant, and the Tenant accepts the lease of, the Premises for the Term beginning on the Commencement Date subject to the Prior Encumbrances.
- (b) For the purposes of the PPSA it is agreed that in respect of the Owner's fixtures, fittings, appliances and chattels contained in the Premises, this Lease



is a security agreement and the Tenant grants to the Owner a security interest therein.

### 3. Rent

---

#### 3.1 Rent

- (a) The Tenant must pay the Rent:
  - (i) in advance by equal consecutive calendar monthly payments each equivalent to one twelfth of the Rent,
  - (ii) without any deduction or set-off whatsoever, and
  - (iii) to the Owner or such other person or bank as the Owner directs from time to time.
- (b) The Tenant must make the first Rent payment on the Commencement Date and subsequent payments on the same day of each calendar month during the Term.

### 4. Outgoings and other charges

---

#### 4.1 Outgoings

- (a) Subject to 4.1(c), the Tenant must promptly pay the following charges payable by the Owner in respect of the Premises or the Land:
  - (i) gas and electricity (including electricity used in connection with the supply of air conditioning to the Premises);
  - (ii) telephone and other utilities and services (including data cabling);
  - (iii) costs of cleaning the Premises;
  - (iv) costs of annual servicing of the Air Conditioning Equipment pursuant to clause 9.1;
  - (v) the provision of security services (if any);
  - (vi) the clearance of garbage and trade waste and municipal cleaning, and
  - (vii) any other utility service furnished to or used upon the Premises, assessed or charged on or in respect of the Premises or by the Lessee's use or occupancy or the business conducted by the Lessee.

- (b) Irrespective of whether the Premises are separately metered or the charges are otherwise charged separately to the Premises, the Tenant must pay the whole of the charge.
- (c) The Tenant must when required by the Owner produce to the Owner receipts for the payment of the charges.
- (d) If the Owner pays any charges for which the Tenant is responsible, the Tenant must promptly on demand reimburse the Owner for the cost of the charges, including the amount of any GST payable in respect of the charges.

#### 4.2 Legal Costs and other Charges

- (a) Each party will be responsible for their own legal costs and expenses relating to the negotiations, preparation, execution and registration of this Lease and copies of this Lease. The Owner will pay all costs associated with registration of this Lease.
- (b) In connection with this Lease and any document or matter in connection with it (including in relation to any renewal or extension of this Lease), the Tenant must pay to the Owner on demand:
  - (i) the Owner's legal costs and expenses as between solicitor and client incurred by the Owner in connection with any breach by the Tenant of this Lease or in relation to any request act or negotiation by the Tenant or a person acting on behalf of the Tenant relating to this Lease;
  - (ii) stamp duty if any;
  - (iii) any costs, charges or expenses relating to any assignment, subletting or granting of security over this Lease;
  - (iv) any costs, charges or expenses relating obtaining any consents which the Owner must obtain before giving approvals including mortgagee's consent and production fees;
  - (v) any costs, charges or expenses incurred in considering requests for approvals;
  - (vi) all architect's fees or surveyor's fees and any costs, charges or expenses incurred with any works the Tenant wishes to carry out including considering, approving and supervising plans and works.
- (c) The Tenant must at its own cost, pay for all the costs of any attendance to the building or premises by the Northern Territory Fire and Rescue Service caused by the act or omission of the Tenant.



## 5. Payment and interest on overdue money

---

### 5.1 Payment of Monies

Rent and any other payments payable by the Tenant to the Owner under this Lease must be paid without deduction to the Managing Agent in the manner set forth in this Lease (unless otherwise notified by the Owner in writing). The Owner may apply any monies received by it in payment of any amount due to the Owner by the Tenant and in the order determined.

### 5.2 Interest on Overdue Money

The Tenant must pay to the Owner on demand interest on any money from time to time that has become due and payable by the Tenant to the Owner under this Lease, but is overdue and unpaid, calculated on a daily rate equal to the Owner's bank or other ADI overdraft index rate on a monthly charging cycle for overdrafts in excess of \$100,000.00, or such other similar or replacement rate of that bank or ADI, at the time when such money became due and payable.

## 6. Insurance

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### 6.1 Insurance

- (a) The Tenant must from the Commencement Date maintain in force at all times the following insurances in respect of the Premises and the activities and business conducted on the Premises by the Tenant with insurers and on term approved by the Owner:
- (i) public risk (occupiers' and public liability) insurance extended to include 'goods sold' cover, and the total amount covered in each case must be not less than ten million dollars (\$10,000,000.00) or such other sum as the Owner may from time to time require in the joint names of the Owner and the Tenant;
  - (ii) an insurance policy in accordance with the terms of the *Return to Work Act* for its full liability under that legislation in the joint names of the Owner and the Tenant;
  - (iii) plate glass insurance against all risks specified by the Owner and in relation to all glass on the Premises to the full insurable value of the plate glass; and
  - (iv) insurance in respect of all plant, furniture and equipment utilised by the Tenant in and on the Premises to the full insurable value of that plant, furniture and equipment including damage against mechanical breakdown and fusion.

- (b) The Tenant agrees that it will:
- (i) pay all premiums in respect of the insurances as and when they fall due and payable;
  - (ii) produce to the Owner on demand evidence of currency of all insurances required under this Lease; and
  - (iii) notify the Owner immediately if an insurance policy required by this clause is cancelled or an event occurs which may allow a claim or affect rights under an insurance policy in connection with the Premises or the Land.

## 6.2 Owner's Premiums

- (a) The Tenant must not do or permit or suffer anything to be done which could invalidate or make void invalidates or may make void or voidable any policy of insurance in respect of the Premises or the Land.
- (b) The Tenant must not do or permit or suffer anything to be done which could affect the Owner's rights under any insurance or increase premiums payable by the Owner or any other Tenant in connection with the Premises or the Land or any property in them.
- (c) The Tenant must on demand by the Owner pay to the Owner any extra or excess premium for insurances on the Premises incurred by reason of any extra risk caused by the use to which the Premises are put or allowed to be put by the Tenant.

## 7. Indemnities and releases

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### 7.1 Tenant's Risk

The Tenant occupies and uses the Premises at its own risk.

### 7.2 Tenant's Risk

- (a) The Tenant occupies and uses the Premises at its own risk and the Lessee must at all times indemnify the Owner against all damages, costs, charges, expenses, actions, claims and demands which may be sustained, suffered, recovered or made against the Owner by any person for any damage to property, death or any injury that a person may sustain when using, entering or being near any part of the Premises which arises as a result of any cause or reason whatsoever, whether it arises naturally, negligently or otherwise (including but limited to arising directly or indirectly from rain, water or liquids flowing or leaking into the Premises).
- (b) The Tenant must not do, or omit to do, or permit or suffer to be done or omitted to be done, anything in or about the Premises, or other premises of which the



Premises forms part, or to which the Tenant has access under this Lease, if the Owner may become exposed to a liability to pay a penalty, damages, compensation, cost, charge or expense and the Tenant must keep the Owner indemnified against all such liabilities.

- (c) This covenant by the Tenant must be read in aid of and not in derogation of any of the other covenants or agreements on the part of the Tenant hereunder.

### 7.3 Water Damage

The Tenant must indemnify the Owner against all loss or damage whatsoever, irrespective of whether the damage is direct or consequential, that is caused or results from the use (whether negligent or not), misuse or abuse of the water supplied to the Premises, including the use (whether negligent or not), misuse or abuse of the water, or other fittings or fixtures, by the Lessee or by any person claiming under the Lessee or by any other person, and the Lessee must pay compensation to the Lessor for all such loss or damage. Use of the Premises

### 7.4 Permitted Use

- (a) The Tenant must not use the Premises for any purposes other than the Permitted Use unless the Owner has given its consent in writing.
- (b) The Tenant warrants to the Owner that it has satisfied itself that the Premises and the Land are suitable for the Permitted Use at law and it complies with the *Planning Act* (NT).
- (c) The Owner does not warrant that the Permitted Use is or will remain permitted by the *Planning Act* (NT) or any statutory zoning laws, and will accept no liability during the Term of the Lease for any inability on the part of the Tenant to use the Premises for the Permitted Use pursuant to the *Planning Act* (NT) of any relevant zoning laws.
- (d) The Tenant must not use nor permit any use of the Premises:
- (i) for an illegal, immoral, dangerous, noisy or offensive trade, business purpose or process or any actions which could cause nuisance; or
  - (ii) which could damage or destroy the Premises.
- (e) The Tenant acknowledges and agrees that, regarding the present or future suitability or adequacy of the Tenant's intended use of the Premises, the building or the fixtures, fittings, furnishings, plant, machinery, equipment, Personal Property, services and facilities provided by the Owner including, without limitation, any pre-existing fit out or partitioning installed in the Premises:
- (i) no promise, representation or warranty was given by the Owner or by any person on behalf of the Owner to the Tenant or any person acting on behalf of the Tenant;

- (ii) the Owner makes no warranties; and
- (iii) any warranties implied under the general law or by statute are excluded under this Lease and negated to the extent permitted by law.

## 7.5 Carrying On Business

- (a) The Tenant must keep the Premises open and must carry on its business from the Premises during normal business hours.
- (b) The Tenant shall use best endeavours to extend and improve its business and must not do or permit to be done anything to adversely affect the goodwill of the business.
- (c) The Tenant must carry on, promote and operate the business in an efficient and businesslike manner and to the reasonable satisfaction of the Owner.
- (d) The Tenant must manage and conduct the business under the name specified in Item 4 of Schedule 1, if any, and must register and maintain the registration of the name as a business name registered under the *Business Names (National Uniform Legislation) Implementation Act (NT)*.

## 7.6 Statutes

- (a) The Tenant must at its own cost comply with and observe at all times:
  - (i) all statutes and instruments in force relating to the Premises, including without limitation and to the satisfaction of the Owner, all fire safety laws in respect of the Premises' safety systems, emergency measures & plans, the business or activities of the Tenant carried on in the Premises; and
  - (ii) all requirements notices and orders of any competent authority with reference to the use of the Premises (including sanitation) notwithstanding to whom such notice is addressed.
- (b) If required by the Owner, the Tenant must produce on demand all certificates, logs or any other documentary evidence as reasonably required by the Owner evidencing the Tenant is in compliance and observing the obligations under clause 7.6(a).

## 8. Repair and maintenance

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### 8.1 Maintenance

- (a) At all times during the Term, the Tenant must at its own cost keep and repair the Premises including all things on the Premises which are not the property of the Tenant in good and tenantable repair and condition.



- (b) The Tenant must at all times, at its own cost:
  - (i) ensure the Premises (including any lawns and gardens) are clean and sanitary and that no property or rubbish accumulates in the Premises or on the Land;
  - (ii) repair and maintain all alterations, additions, drains, pipes, sanitary and water apparatus, doors, windows, latches, keys, locks, furniture, glass, light bulbs, fluorescent tubes and decorations on or forming part of the Premises as required to ensure they are in good, operating order; and
  - (iii) immediately replace or repair broken, cracked or damaged glass in or about the Premises.
- (c) The Tenant must not without the prior written consent of the Owner:
  - (i) alter, damage or add to the Premises;
  - (ii) make any attachment to the walls or floors of the Premises; or
  - (iii) add any fittings or fixtures to the Premises.
- (d) The obligations in this clause 8.1 do not require the Tenant to carry out any work of a structural nature, unless such work is required by reason of the number of, or sexes of, the persons employed by the Tenant or whom the Tenant permits in or upon the Premises, or by reason of the use to which the Premises are put by the Tenant.

## 8.2 Rubbish and Use of Water Apparatus

The Tenant must at its own expense ensure:

- (a) all garbage, refuse, and waste materials are placed in the appropriate receptacles or as directed by the Owner from time to time;
- (b) any wet refuse is removed daily from the Premises;
- (c) all packaging, materials, cartons, containers and other waste materials of every description are removed from the Land and disposed of properly;
- (d) toilets or other apparatus located on the Premises or the Land are not used for any purpose other than that for which they were constructed. In particular, the Tenant must not throw or place in any drains, sinks, basins or baths any tea leaves, sweepings, rubbish, rags, ashes or other unsuitable substances; and
- (e) no item is thrown out of the windows, doors or stairways of the Premises.

## 8.3 Painting

- (a) Subject to clause 8.3(b), the Tenant must paint those parts of the inside of the Premises as are currently painted in a proper and workmanlike manner with

good quality paint in colours approved by the Owner once in every five year period.

- (b) If reasonably required by the Owner, the Tenant must paint the inside of the Premises as part of the make good obligations under clauses 12.1 and 12.2 and three (3) months prior to the vacation of the Premises by the Tenant.

#### 8.4 Signs

The Tenant must at its own cost:

- (a) obtain the Owner's written consent before erecting any signs or installing any notice or other advertisement on the Premises or the Land;
- (b) ensure all signs or other notices comply or are approved by the relevant authorities and are installed in an proper and workmanlike manner without disturbance; and
- (c) at the expiry of the Term, remove or paint over any such sign or advertisement and reinstate the Premises to the same condition as existed before the erection affixing the sign, placement or display.

#### 8.5 Tenant's Fit Out

The Tenant must at its own cost:

- (a) Submit all plans for fit out works to the Owner and obtain the Owner's written consent before commencing any fit out or undertaking any alterations, improvements or building works on the Premises or the Land;
- (b) ensure all fit outs, alterations, improvements or building works comply or are approved by the relevant authorities and are completed in a proper and workmanlike manner in accordance with building code requirements without disturbance to other tenants; and
- (c) at the expiry of the Term, and at the request of the Owner, reinstate the Premises to the same condition as existed before the completion of the fit out, alterations, improvements or building works.

#### 8.6 Notice of Damage

The Tenant must immediately notify the Owner in writing of any damage or defect in the Premises or the defective operation of any of the Fire Equipment, Air-conditioning Equipment or Appurtenances or of any other structural elements or services to the Premises or the Land.



## 8.7 Owner's Access to the Premises

The Tenant must permit the Owner and its agents, employees and contractors at all reasonable times but on reasonable notice (except in cases of emergency when notice is not required) to:

- (a) enter on and view the condition of the Premises; and
- (b) do any act or thing at the sole expense of the Tenant which the Tenant is required to do under this Lease or otherwise, and has failed to do.

## 8.8 Tenant's Additional Obligations

The Tenant must at its own expense:

- (a) keep the Premises free of rodents, vermin, insects, pests, birds and animals and if required by the Owner, the Tenant must engage pest exterminators (approved by the Owner) to treat the Premises;
- (b) thoroughly fumigate and disinfect the Premises in accordance with any relevant standards if any infectious disease occurs in, on or near the Premises;
- (c) observe maximum floor loading weights as determined by the Owner and not permit the floors of the Premises to be broken, stained or damaged by overloading the floors of the Premises in any manner;
- (d) not bring upon or store in the Premises any explosive or any inflammable or corrosive fluids or chemicals other than as notified and approved by the Owner and then only as if properly confined in containers in which such fluids or chemicals are stored or sold and as required by any relevant code or regulation;
- (e) not allow any part of the Premises to be used for the sale of beer, wine, spirits or similar intoxicating liquors without first obtaining the proper permits from the relevant authority;
- (f) not obstruct any yard, pavement, passageway, path or stairways on the Land nor any part of the Land for any purposes other than ingress and egress to the Premises; and
- (g) not use any form of light power or heat other than electric current supplied through meters or gas either supplied through meters or bottled.

## 9. Air-conditioning

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### 9.1 Air-conditioning

- (a) Subject only to proper compliance with (b), the Tenant must not interfere with the air-conditioning and refrigeration equipment located on or forming part of the Premises (the Equipment), nor permit it to be interfered with in any manner.

- (b) The Tenant must:
- (i) inspect and clean the air- conditioning filters to the Equipment in accordance with the manufacturer's recommended practice and requirements and all applicable Australian standards;
  - (ii) comply with all directions given by the Owner in respect of the Equipment;
  - (iii) pay all costs in respect of the repair and maintenance of the Equipment.
- (c) The Owner is not under any circumstances liable to the Tenant for any inconvenience, damage or loss which the Tenant may suffer by reason of any shutting off or faulty operation or breakdown of the Equipment.
- (d) The Tenant must replace the Equipment or any part of it unless the need for such replacement arises as a result of the Owner's negligent act or default.

## 9.2 Personal Property

The Tenant must:

- (a) maintain the Personal Property to the extent that it is on and services the Premises; and
- (b) comply with all directions given by the Owner in respect of the Personal Property.

## 10. Transfers and other dealings

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### 10.1 Prohibition on Dealings

- (a) The Tenant must not assign, transfer, grant, sublet or in any manner part with possession of the Premises in whole or in part or any of the Tenant's rights or interests in the Premises.

### 10.2 Mortgage of Lease

The Tenant must not mortgage, charge, encumber or pledge this Lease or any estate or interest in this Lease or the Premises without the prior written consent of the Owner, which consent must not be unreasonably withheld.



## 11. Owner's rights and obligations

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### 11.1 Quiet enjoyment

Provided the Tenant complies with this Lease, the Owner agrees that the Tenant is entitled to occupy the Premises for the Term without undue interference by the Owner.

### 11.2 Statutory charges

The Owner must (except where the Tenant is required to do so under this Lease) pay and discharge all local, municipal and sewerage rates and taxes imposed or charged upon the Premises or upon the Owner in respect of the Premises.

### 11.3 Consents

If the Owner is required to obtain a consent in relation to this Lease, then the Owner must do all things reasonably necessary to obtain that consent.

### 11.4 Insurance

The Owner must at all times during the Term insure the Premises and keep them insured with a reputable insurer against damage caused by fire, storm, flood and tempest, to the full replacement value of the Premises.

### 11.5 Enforcing rights

The Tenant acknowledges that the Owner may:

- (a) enforce its rights against the Tenant whether or not it enforces its rights against other tenants or occupiers; and
- (b) lease or licence and part of the Land to any tenant it deems acceptable regardless of whether that tenant conducts a business which competes with the Tenant's business.

### 11.6 Agents and authorised persons

The Owner may appoint agents or others to exercise any of its rights or perform any of its obligations under this Lease however, communications and notices received from the Landlord will override those of agents if inconsistent.

## 12. Expiry or termination

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### 12.1 Vacation of the Premises

- (a) The Tenant must vacate and deliver up possession of the Premises on the earlier of the Expiry Date or sooner determination of this Lease.

- (b) Prior to delivering up the Premises in accordance with (a), the Tenant must:
- (i) Surrender the Lease: Except as otherwise expressly provided herein upon the expiration or other determination of this Lease the Tenant shall at the Tenant's own cost and expense peaceably and quietly leave yield up and surrender the Premises and all fixtures unto the Owner free of occupants in good and tenantable repair order and condition in all respects and clean and free from rubbish, fair wear and tear and damage by fire flood lightning storm tempest earthquake explosion riot civil commotion war Act of God or other inevitable accident and damage by causes beyond the control of the Tenant, its agents, employees, contractors or persons claiming through or under the Tenant only excepted.
  - (ii) Remove its fittings: Upon termination of this Lease and provided the Tenant shall have duly paid the rent hereby reserved and duly observed performed and fulfilled all the covenants terms and conditions on its part to be observed performed and fulfilled hereunder the Tenant shall remove all chattels, plant, machinery, fitout, and other fixtures belonging to it and shall make good (with 'make good' having the meaning given in clause 12.2) any damage or disfigurement caused thereby and any chattels plant machinery or other fixtures not so removed shall if the Owner so elects become the absolute property of the Owner.
  - (iii) Transfer to the Owner the business name recorded in Item 4.

## 12.2 Make good

For the purposes of clause 12.1(b)(ii), 'make good' means:

- (a) removal of all of the Tenant's fixtures, fittings, stock-in-trade and all property of the Tenant from the Premises;
- (b) properly repairing any damage whatsoever caused to the Premises or the Land by the removal as described in (a);
- (c) reinstating any part of the structure or the Land which has been penetrated or otherwise altered by the Tenant during the Term;
- (d) thoroughly cleaning the Premises and removing all rubbish, waste and other materials from the Premises and the Land; and
- (e) if required by the Owner, re-altering any alterations made by the Tenant so that the Premises must be converted back to its original condition.

## 12.3 Non-surrender

- (a) If the Tenant fails to surrender the Premises and deliver up vacant possession in accordance with 12.1, then without affecting any of its other rights, the Owner may remove, store or dispose of any property of the Tenant (including all



fixtures, fittings, computers and furnishings) which the Tenant has not removed from the Premises .

- (b) The Tenant must reimburse (and indemnifies) the Owner for:
- (i) costs and expenses incurred in the removal, storage or disposal of any property of the Tenant;
  - (ii) all costs and claims made by any succeeding Tenant as a result of or in any way connected with the Tenant's delay in delivering up vacant possession of the Premises in accordance with 12.1; and
  - (iii) any other damages, costs and expenses suffered as a result of or in connection with the Tenant failure to vacate and surrender the Premises in accordance with clause 12.1.

#### 12.4 Holding over

If the Tenant continues to occupy the Premises with the consent of the Owner after the Expiry Date, it does so as a tenant from month to month on the following conditions:

- (a) the provisions of this Lease remain in force so far as they are applicable to a monthly tenancy.
- (b) the monthly tenancy may be determined by one month's notice in writing which notice may expire at any time and the Tenant does not in any circumstances hold as a tenant from year to year on the expiry of the Term; and
- (c) the Rent payable under the Lease remains the same as was payable under this Lease immediately prior to the commencement of the monthly tenancy or as otherwise agreed with the Owner.

## 13. Default

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### 13.1 Default and Termination

- (a) If the Tenant fails to comply with or observe its obligations under this Lease, the Owner may, without being under any obligation to do so, and without prejudice to any other right, remedy or power which the Owner may have under this Lease or otherwise, do any thing or take any action that it considers necessary or desirable to remedy such default, and the cost of so doing is recoverable by the Owner from the Tenant as a liquidated debt.
- (b) If:
  - (i) the Rent or any part of it is in arrears for 14 days or more after it has fallen due, whether demanded by the Owner or not; or

- (ii) the Tenant breaches or doesn't observe any covenant of this Lease, including but not limited to the following that are more fully set out in the other provisions of this Lease:
- (A) the covenant to pay Outgoings, other charges and taxes & interest;
  - (B) the covenant not to assign this Lease;
  - (C) the covenant not to encumber this Lease;
  - (D) the covenant as to use of the Premises;
  - (E) the covenant to keep the Premises open for carrying on business;
  - (F) the covenant to keep, repair and maintain the Premises and the Personal Property;
  - (G) the covenant not to alter damage or add to the Premises;
  - (H) the covenant to comply with statutes and notices; or
  - (I) the covenant to take out and maintain insurances,

and the Tenant fails to remedy the breach or non observance (if capable of remedy) within 14 days (and the parties agree that this period is a reasonable period in which to remedy any breach or non observance) after service on the Tenant of a notice in writing requiring remedy of the breach or non-observance, then that failure to:

- (1) pay the Rent; or
- (2) remedy the breach or non observance,

is deemed to be a breach of an essential term of this Lease amounting to a repudiation of this Lease by the Tenant, and the Owner may without notice accept that repudiation and terminate this Lease, but without prejudice to any other remedy right or power which the Owner may have under this Lease or otherwise.

- (c) The following events are Events of Default:
- (i) the Tenant carries on, or threatens to carry on, any matter or business which is illegal or causes nuisance to the Owner or to occupiers of neighbouring premises;
  - (ii) if the Tenant is a company, an order is made or a resolution is effectively passed for the winding up of the Tenant (except for the purpose of reconstruction or amalgamation);



- (iii) the Tenant makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts as and when they fall due, within the meaning of the *Corporations Act*;
  - (iv) execution is levied against the Tenant and not discharged within 30 days;
  - (v) a provisional liquidator, receiver, receiver and manager or administrator is appointed to the Tenant or any of its property;
  - (vi) the Tenant ceases or threatens to cease to carry on business;
  - (vii) if the Tenant is or are individual, a creditor's petition in bankruptcy is presented by or against the Tenant or any event referred to in section 40 of the *Bankruptcy Act* (Cth) occurs, which with the occurrence or failure of any subsequent event therein referred to would result in the commission by the Tenant of an act of bankruptcy; and
  - (viii) if the Tenant is or are individual, any document, the execution of which by the Tenant would result in the commission by the Tenant of an act of bankruptcy, or any deed of assignment, deed of arrangement or deed of composition is prepared by or for or presented to the Tenant for execution by the Tenant.
- (d) If an Event of Default occurs, the Owner may immediately or at any subsequent time:
- (i) serve a notice to quit on the Tenant requiring the Tenant to quit and deliver up the Premises to the Owner or its agents at the expiry of 14 days from the date of the notice;
  - (ii) determine the Lease by notice in writing to the Tenant; and/or
  - (iii) re-enter the Premises, at which time this Lease and the estate of the Tenant absolutely ceases and determines,

but without prejudice to any other remedy right or power which the Owner may have under law or this Lease.

### 13.2 Owner tenant notice to quit period

The period fixed by this Lease of any notice to quit in respect of the Premises given by the Owner to the Tenant is 14 days.

### 13.3 Damages

If the Owner is entitled to terminate this Lease, or if this Lease terminates for any reason (including by operation of law) consequent upon default or non compliance by the Tenant, the Owner is entitled, whether it has or has not re-entered or taken possession of the Premises, to take action against, and recover damages from, the

Tenant for damages arising from that conduct default or non compliance, including damages for any antecedent breach or non compliance and damages for the loss of the entire Term and of the Owner's bargain.

## 14. Damage to land or Premises

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### 14.1 Termination because unfit for occupation or use

If the Premises are destroyed or damaged by earthquake, fire, storm, flood, tempest, Act of God, inevitable accident, riot, civil commotion, enemy action or incidental to resisting or preparing to resist enemy action so that the Premises are wholly or substantially unfit for occupation or use by the Tenant for the purposes of carrying on its business, and if the Owner does not:

- (a) within two calendar months after the destruction or damage, commence to repair the damage and reinstate the Premises; or
- (b) within a reasonable period of time after being requested by the Tenant to do so, repair the damage and reinstate the Premises,
- (c) the Owner or the Tenant may, by seven days notice in writing to the other party, terminate this Lease but that termination is without prejudice to any rights which might have accrued to either party prior to the termination (including any right that the Owner may have to recover damages from the Tenant in respect of the destruction or damage).

## 15. Security

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### 15.1 Power of Attorney

To secure the interests of the Owner under this Lease, the Tenant irrevocably appoints the Owner its successors, assigns or substitutes to be the attorney of the Tenant to do at the expense of the Tenant all things in its name and such acts as are necessary or desirable to remedy any breach or non compliance on the part of the Tenant under this Lease and on the expiry of the Term to execute a surrender of this Lease and procure the registration of that surrender under the provisions of the *Land Title Act* (NT).

## 16. Dispute resolution

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### 16.1 Dispute

- (a) If the Tenant alleges a breach of the terms of this Lease by the Owner (**the Dispute**):



- (i) the Tenant must not commence court or arbitration proceedings unless it has completed the following dispute resolution process;
  - (ii) the Tenant must notify the Owner in writing that it wishes to commence the dispute resolution process in this clause 16 within 10 Business Days of the alleged breach of the terms of this Lease by the Owner; and
  - (iii) the parties must act reasonably to reach agreement in relation to the Dispute.
- (b) The Owner may, if it alleges a breach of the terms of this Lease (also a **Dispute**), notify the Tenant that it wishes to commence the dispute resolution process in this clause 16 and the following will apply.

## 16.2 The expert

- (a) If within 10 Business Days of the notification described in clause 16.1, the parties have not resolved the Dispute, either party can apply to the President of the Law Society of the Northern Territory to appoint an appropriate expert to resolve the dispute;
- (b) The expert must:
- (i) act as an expert and not an arbitrator;
  - (ii) accept oral or written submissions from the parties as to the subject matter of the Dispute;
  - (iii) not be bound by the rules of evidence;
  - (iv) keep confidential matters coming to the expert's knowledge by reason of being appointed and performance of his or her duties;
  - (v) make a determination, having regard to the submissions of the parties;
  - (vi) provide a statement of reasons to the parties, stating full reasons for its determination in writing as soon as practicable; and
  - (vii) act in accordance with the principles of natural justice.

## 16.3 Determination of the dispute

- (a) In making its determination, the expert may:
- (i) obtain information independently if necessary in relation to technical matters to which the dispute relates;
  - (ii) consult with such other professionally qualified persons as the expert in his or her discretion thinks fit; and
  - (iii) take measures as the expert thinks fit to expedite the resolution of the Dispute.

- (b) In the absence of manifest error, the decision of the expert is valid and binding upon the parties.
- (c) The cost of the expert and any advisers must be borne by one or both of the parties as determined in the discretion of the expert taking into account the expert's decision in the Dispute, and failing such determination must be borne equally.
- (d) Nothing in this clause prejudices any of the Owner's rights pursuant to this Lease or otherwise, or any written or unwritten law of the Northern Territory and notwithstanding the Dispute being referred to the dispute resolution procedure in this clause 16, the parties must so far as it is reasonable practicable, continue to perform and comply with their respective obligations under this Lease.

## 17. GST

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Words used in this clause which are defined in the *GST Act* have the same meaning as given in the *GST Act*.

- (a) Unless expressly stated otherwise, all amounts and payments stated in this Lease do not include GST.
- (b) If a supply made by the Owner under this Lease is a taxable supply under the *GST Act*, the Tenant must in addition to the amount payable to the Owner for that supply, concurrently pay to the Owner the amount of any GST payable in respect of that supply.
- (c) Without limiting clause 17(b) supply includes the possession, occupation or use of the Premises by the Tenant, including after the expiry of the Term.

## 18. Personal property securities (PPS) law

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- (a) The Owner has a PPSA Security Interest in connection with the Personal Property and the Tenant acknowledges and agrees that the Owner may at any time lodge a Financing Statement or Financing Change Statement with respect to that PPSA Security Interest.

If:

- (b) a PPS Law applies, or will at a future date apply to this Lease or any transactions contemplated by it, or the Owner (acting reasonably) determines that a PPS Law applies, or will at a future date apply, to this Lease or any of the transactions contemplated by it; and
- (c) in the opinion of the Owner (acting reasonably), the PPS Law adversely affects or would or may adversely affect the Owner's security position or the rights or obligations of the Owner under or in connection with this Lease,



the Owner may give notice to the Tenant requiring the Tenant to do anything, including:

- (i) promptly providing all necessary information (including Serial Numbers) and taking all necessary action (including obtaining any consent or agreement or giving any notice) to enable the Owner to register fully valid and effective Financing Statements or Financing Change Statements with respect to any PPSA Security Interest held or intended to be held by the Owner under this Lease at any time; and
- (ii) amending this Lease or executing any new Finance Document,

that in the Owner's opinion (acting reasonably) is necessary to ensure that, to the maximum possible extent, the Owner's security position, and rights and obligations, are not adversely affected as contemplated by clause 18(b) (or that any such adverse effect is overcome to the maximum extent possible). The Tenant must comply with the requirements of that notice within the time stipulated in the notice (which time period may not be less than 30 days and, if necessary, must be sufficient in order to enable the Tenant to comply with the provisions of Part 2J.3 or Chapter 2E of the *Corporations Act* or any similar requirement in any applicable other jurisdiction).

## 19. Reservations

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### 19.1 Right to Entry to Effect Works

The Owner reserves the right with contractors workmen and others and with all necessary materials machinery and appliances at all times upon reasonable notice, excepting emergencies, to enter upon the Premises to effect any maintenance or repairs to the Premises as it may be obliged to undertake under the terms of this Lease.

### 19.2 Right to Install Locks and Retain Master Key

The Owner reserves the right to install in the Premises such locks and other security devices as it in its absolute discretion decides and also reserves the right to hold the master key to such locks or other security devices and also reserves the right to use such master key or keys and enter the Premises without notice in cases of emergency.

## 20. General provisions

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### 20.1 No relationship partnership etc

No provision of this Lease nor any acts of the parties are deemed to create any relationship between the parties other than the relationship of Owner and Tenant upon the terms and conditions only as provided in this Lease.

## 20.2 Time

Unless the contrary intention appears, wherever a period of time in this Lease is limited for the performance of any obligation by either party or for any other purpose, that period commences at 9:00 am on any relevant commencement date or at 9:00 am on the day after any relevant notice has been served or given or relevant default act event or omission has occurred and expires at 4:00 pm on the last day of that period but if the last day of any period falls on a day that is not a Business Day, that period is extended to 4:00 pm on the next Business Day.

## 20.3 Waiver

- (a) A waiver by the Owner of any breach or non observance by the Tenant of any of the Tenant's obligations under this Lease must not be construed to be a general waiver, and the waiver has effect only as to the particular breach or non observance in respect of which it was made.
- (b) Without limiting the generality of this clause, a waiver of a continuing breach must not be construed as a general waiver of that breach so as to allow it to continue during the Term or any part of the Term other than that which precedes that waiver.

## 20.4 Notices

- (a) All notices, approvals, consents, demands or other communications required or permitted to be given under this Lease must be in writing and served personally or by prepaid certified post or facsimile transmission or transmitted email at the address of the party indicated below or at another address that a party substitutes for the address below by notice to the other party and, in the case of the Tenant, by service at the Premises.
- (b) A notice, approval, consent, demand or other communication sent by-
  - (i) prepaid certified post is taken to be received on the 3rd, (7th, if outside Australia) day after posting.
  - (ii) facsimile transmission, is taken to be received on production of a transmission report from the facsimile machine of the sender which shows that the transmission was sent in its entirety to the facsimile number shown in this Lease for the recipient, provided that the transmission report is produced before 4:00 pm, otherwise the facsimile transmission is taken to be received on the next Business Day.
  - (iii) email is taken to be received by another party, if transmitted to a party's email address and no error or bounce-back message is received, on the day of transmission.
- (c) For the purposes of this clause the initial addresses for service of the parties are those specified in Item 5 of Schedule 1.



## 20.5 Governing law

This Lease is governed by and construed in accordance with the laws of the Northern Territory of Australia and each party agrees to submit to the non-exclusive jurisdiction of the courts of the Northern Territory of Australia at Darwin.

## 20.6 Further acts

The parties will each promptly execute, sign, deliver, enter into, acknowledge, effect and do all such deeds, act, agreements, transfers, instructions and thing as may be requisite or may be deemed proper for the purposes of carrying into effect any of the matters agreed to in this Lease and for the sake of avoiding any confusion, this includes anything the Owner asks the Tenant to do in connection with the PPSA. Where there is a charge levied or cost incurred in respect of any action taken under this clause, to the extent it is not otherwise dealt with in this Lease all such charges and costs will be paid in full by the Owner.

## 20.7 Reading down and severance

If a provision of this Lease:

- (a) is reasonably capable of an interpretation which would make that provision valid and enforceable and an alternative interpretation which would make it unenforceable, illegal, invalid or void then that provision will be interpreted or construed, so far as is possible, to be limited and read down to the extent necessary to make it or this Lease valid and enforceable; and
- (b) is invalid or unenforceable and cannot be limited or read down to the extent necessary to make it or this Lease valid and enforceable,

then the provision will be severed to the extent necessary to make it or this Lease valid and enforceable.

## 20.8 Entire agreement

The provisions contained in this Lease and in any statutory provisions relating to this Lease are expressly agreed by the parties to comprise the whole of the agreement between them and the existence of any implied, collateral or other agreement, warranty or representation relating to this Lease or the parties is hereby negated and no variation of this Lease will be effective unless made in writing and signed by both parties.

## 20.9 Tenant as trustee

If the Tenant enters into this Lease in a capacity of trustee to a trust, the Tenant warrants to the Owner:

- (a) the distribution date or vesting day referred to in the relevant trust deed constituting the relevant trust has not arrived or been appointed;

- (b) it has the power under the relevant trust deed to enter into and complete this Lease and that all necessary consents and notices in relation to the exercise by the Tenant as trustee of such power have been given before, and will not be revoked on or before the Expiry Date;
- (c) there has been no exercise of any power to vary the relevant trust or any of the provisions of the relevant trust deed constituting the relevant trust and no such power will be exercised before Expiry Date;
- (d) it has an unrestricted and unlimited right to be fully indemnified out of the relevant trust fund; and
- (e) each of the warranties remain true and correct as long as the Owner remains the lessor to this Lease.

## 20.10 Rules of construction

In this Lease unless the context otherwise requires:

- (a) headings are for convenience only, do not affect its construction, interpretation or meaning and do not form part of this Lease;
- (b) where 2 or more persons are named as a party to this Lease:
  - (i) every covenant or agreement expressed or implied on the part of those persons binds those persons jointly and severally; and
  - (ii) any covenant or agreement in favour of those persons is, except where expressed to the contrary, to the benefit of each of them and to all of them;
- (c) where the day on which an act, matter or thing is to be done under this Lease is not a Business Day, the act, matter or thing is to be done on the next day which is a Business Day (except the payment of Rent under clause 3.1);
- (d) Unless the contrary intention appears, in this deed, a reference to a term defined in the PPSA has the meaning it has in the PPSA; and
- (e) a reference to:
  - (i) currency means the lawful currency of the Commonwealth of Australia;
  - (ii) a clause, recital, schedule, exhibit or annexure, refers to a clause, recital, schedule, exhibit or annexure of this Lease and form part of this Lease;
  - (iii) a party to the Lease includes a reference to their successors and (in the case of the Tenant, permitted) assigns;
  - (iv) a statute includes a reference to or citation of all enactments consolidating, amending, replacing or substituting the statute referred to, and includes all instruments made under the statute;



- (v) any thing (including, without limitation, any amount) includes a reference to the whole or any part of it and a reference to a group of persons includes a reference to any one or more of them;
- (vi) the singular number includes the plural and vice versa;
- (vii) one gender includes the other genders;
- (viii) a 'person' includes a reference to any person, firm, corporation, company, partnership (whether or not having corporate legal personality), government, governmental or statutory authority, state or agency of a state, association (whether incorporated or not) or any one or more of them together, and includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, a person taking by novation) and (in the case of the Tenant, permitted) assigns; and
- (ix) 'writing' includes printing, typewriting, photocopy or any other mode of reproducing words in a visible form and in the English language and 'written' has a corresponding meaning.

## 21. Amendments to these provisions of lease

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The Special Conditions specified in Schedule 2, if any, apply to and form part of this Lease and prevail to the extent of any inconsistency in any other part of this Lease.

## Schedule 1 Reference Schedule

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Item 1 That Part Of The Land Forming The Premises      The Whole of the Land

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Item 2 Prior Encumbrances      As per Certificate as to Title

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Item 3 Permitted Use      Operating a Museum and Function Centre

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Item 4 Business Name      Katherine Museum

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Item 5 Address for Service of Notices

**OWNER:** Katherine Town Council

Contact name: Sophie Henderson

Address: PO Box 1071  
KATHERINE NT 0851

Email: Sophie.Henderson@ktc.nt.gov.au

Facsimile: 08 8971 0305

**TENANT:** The Historical Society of Katherine NT

Contact name: Simmone Croft

Address: PO Box 93  
Katherine NT 0851

Email: info@katherinemuseum.com

Facsimile: -

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## Schedule 2 Special Conditions

- 1.1 Notwithstanding any other provision of this lease, the Owner and Tenant agree that the Owner or Tenant (**Terminating Party**) may at anytime during the Term, elect to terminate this Lease without being required to pay any compensation or damages to the other party (**Non Terminating Party**) in respect of any loss or damage suffered by the Non Terminating Party as a result of the termination and without prejudice to any rights which might have accrued to either party prior to the termination provided that the Terminating Party has first given to the Non Terminating Party not less than one (1) month's notice in writing to the Non Terminating Party.
- 2.1 In this Special Condition 2, the Owner and Tenant wish to record their agreement for their cooperation and coordination of resources and the Owner's financial and in-kind support to the Tenant for the operation of the Katherine Museum from the Premises.
- 2.2 The Owner will:
- (a) provide a quarterly grant of \$5,549.25 including GST during the Term to assist in the day to day operating costs of the Katherine Museum;
  - (b) promote the activities of the Tenant to the community for the promotion of particular events; and
  - (c) promote the services of the Tenant to its business community and provide opportunities for introductions to local trader associations and individual businesses with the purposes of developing one off or sustainable business relationships.
- 2.3 The Tenant will:
- (a) apply for grants from the Owner, through raising an invoice addressed to the Owner for the purposes stated in this clause. If any of the payments to the Tenant have a GST implication, then the amount will be inclusive of GST and the Tenant is required to provide a tax invoice before any payment is made by the Owner. If GST is not applicable, the Tenant will receive the value of the grant with no GST provisions;
  - (b) ensure that funds received under this Special Condition are clearly accounted for and distinguished from all other monies that may be received by any other source;
  - (c) arrange all required occupational, health and safety indemnity and public liability insurance in accordance with the provisions of the Lease.
- 2.4 Both parties will actively participate in the production of a masterplan for the Tenant which will include but not be limited to:
- (a) marketing and development (eg signage and branding);
  - (b) long term budget sustainability between the Owner and Tenant;

- (c) best practice procedures for the Tenant; and
- (d) development opportunities (eg growth and expansion of the facility).

2.5 Any disputes that arises between the parties in respect of this Special Condition shall be resolved in the following manner:

- (a) The party raising the dispute will document their concerns and provide to the nominated representative of the other party (i.e. the Chief Executive Officer of the Owner or the Manager of the Tenant).
- (b) If the dispute or concern cannot be resolved to the satisfaction of both parties by the nominated representatives, then a special meeting will be convened no later than fourteen (14) days after the documentation is received.
- (c) The aggrieved party and nominated representatives will jointly decide who will attend the meeting. The meeting will provide the parties with an opportunity to negotiate an appropriate resolution to the conflict. All discussions are confidential but any outcome will be recorded and signed by both parties.



