



Ordinary Meeting of Council Agenda

Tuesday 25 June 2019

Open Forum 5.30pm

Ordinary Meeting 6.00pm

Council Chambers, Civic Centre,
Stuart Highway, Katherine

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

1. Welcome to the Country

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

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

5. Confirmation of Previous Minutes

5.1 Minutes of the Ordinary Meeting of Council held 28 May 2019.

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 or obtained by emailing records@ktc.nt.gov.au

8. Mayoral Business

9. Correspondence and Documents to be Tabled

20 June 2019 - An Open letter from the Katherine Town Council to the Territory Government – Response to the "*Declaration of reserved blocks under the Petroleum Act in accordance with the Hydraulic Fracturing Inquiry's Recommendation*".

10. Petitions**11. Questions**

With Notice

Without Notice

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

13.1	Monthly Report of the Chief Executive Officer – May 2019	1-6
13.2	Monthly Report Corporate & Community Development – May 2019	7-14
13.3	Monthly Report Infrastructure and Environment Services – May 2019	15-23
13.4	Monthly Report Finance – May 2019	24-40
13.5	Disposal of Obsolete Property – Motor Vehicles	41-41
13.6	Possible Closure of Right-of-Way 10 & 11 Hibiscus Ct, Katherine East	42-45
13.7	Regional Development Fund Funding Agreement – Katherine Promotional Video	46-73

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

The fifth Ordinary Meeting of Council for 2019 will be held on Tuesday 23 July 2019.

19. Meeting Close

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

MEETING: ORDINARY MEETING OF COUNCIL – 25 JUNE 2019

REPORT TITLE: MONTHLY REPORT OF THE CHIEF EXECUTIVE OFFICER FOR MAY 2019

PURPOSE OF THE REPORT

To present the Report of the Chief Executive Officer for the month of May 2019.

COMMENTS

LEIGHT CREEK CONSULTANT START UP MEETING

The CEO attended the Emungalan Road Bridge consultation and the Department of Infrastructure Planning & Logistics (DIPL) meeting on 8 May 2019 to provide joint direction on the project. DIPL have taken a strong supportive role on this project through the engagement and direction of the consultant, to drive this project to completion.

MAJOR PROJECTS

The Hot Springs project works were identified for an earlier commencement of Stage 1. Work will now commence in June 2019, instead of August 2019. This change will still allow operation of the Pop Rocket Café over the peak season and alternative access to the springs themselves. The tender was subsequently closed at the end of May 2019 and a tenderer endorsed by Council in June 2019.

The Showgrounds user group worked towards the endorsement of the master plan, allowing further documentation work to occur in preparation of the construction phases. The unanimous endorsement of the plan occurred in June 2019. The concept design for the Sportsground was presented at numerous forums with approval received. The next step, design development, has commenced to allow the tender drawings to be drafted.

The CBD project is progressing into further consultation and a master plan document that will allow the refinement of concepts based on the considerable consultation already undertaken with numerous target groups.

Our thanks to all the user groups, the Project Reference Group membership, the community and Elected Members for their feedback in progressing these projects. Our thanks also to the Northern Territory Government for their continued support of Katherine.

NORTHERN TERRITORY INVESTMENT FORUM

The CEO attended the above forum on 30 May 2019 to provide Katherine and Big Rivers input to the process. Katherine was identified as an area of strong potential for hotel, agriculture and defence investment.



The following highlighted items for May 2019 are brought to Council's attention:

Task	Responsible Officer	Status / Update
Council Meeting 26 March		
Assess the need for additional public use computer resources at the Library	XCCD	No additional computers are required. With WiFi available at the library there is an increase in users using their own devices. Additionally, usage is spasmodic.
Cenotaph Stone replacement	CEO	The new stone has arrived in Katherine and KTC are seeking quotations to have the cracked stone removed and the new stone installed. The stone's construction and delivery is at no cost to Council.
Council Meeting 22 January		
Development of guidelines for memorial items being left at the cemetery, e.g. light weight/glass vases are not suitable.	XCCD	Investigations continuing into guidelines at other NT cemeteries.
Open Forum 27 November		
Hydraulic fluid spills from trucks on roads – Possible Council policy?	XCCD	KTC are seeking advice from DIPL on creating a suitable policy.
Council Meeting 21 August		
Keep community updated on the work being progressed from the "Let's Talk Katherine" forum via our webpage and/or FB page.	XCCD	A draft communique is close to finalisation. We expect to release this by the end of June.
Council Meeting 26 June		
Development of a policy on Phasing out and Banning of Single use plastics at KTC venues, i.e. showgrounds and Lindsay Street.	SO	Sustainable Events Policy will form part of this agenda (as a late item).

A number of outstanding action items developed from various Council meetings were resolved/ finalised during the month. These are listed below:

2 x 23 April 2019; 2 x 26 March 2019; 2 x 19 February 2019; 1 x 22 January 2019; 1 x 28 November 2018; 1 x 21 August 2018; 1 x 28 July 2018

Officer Abbreviation List

CEO	Chief Executive Officer
COO	Chief Operating Officer (formerly DCCS)
XCCD	Exec Mgr Corporate and Community Development
MCFAS	Mgr Customer Finance Administration Services
XIE	Exec Mgr Infrastructure and Environment
SO	Sustainability Officer
MA	Management Accountant
SAM	Strategic Assets Manager

MCERS	Mgr Compliance Environment & Regulatory Services
MIE	Mgr Infrastructure & Environment
MVIC	Mgr Visitor Information Centre
CO	Communications Officer
EA	Executive Assistant
CSO	Community Support Officer
GO	Governance Officer

Staff Statistics – MAY (2018-2019 Financial Year.)

Sick Leave Summary (excluding Maternity Leave)				
2019	Number of Permanent Employees	Total Hours Used	Total Days Lost	Total days lost per person
EXECUTIVE Sick/Family leave hours used	5	91.20	12.00	2.40
GOVERNANCE - Civic Sick/Family leave hours used	6	2.10	0.28	0.05
CORPORATE AND COMMUNITY DEVELOPMENT - Civic Sick/Family leave hours used	9	42.60	5.61	0.62
CORPORATE AND COMMUNITY DEVELOPMENT - Visitor Information Centre Sick/Family leave hours used	4	75.55	9.94	2.49
CORPORATE AND COMMUNITY DEVELOPMENT - Library Sick/Family leave hours used	9	0.00	0.00	0.00
INFRASTRUCTURE & ENVIRONMENT - Civic Sick/Family leave hours used	4	0.00	0.00	0.00
INFRASTRUCTURE & ENVIRONMENT - Depot Sick/Family leave hours used	13	96.00	12.63	0.97
INFRASTRUCTURE & ENVIRONMENT - Inspectorate Sick/Family leave hours used	3	0.00	0.00	0.00
INFRASTRUCTURE & ENVIRONMENT - Waste Management Sick/Family leave hours used	4	5.00	0.00	0.00
TOTALS	57		40.45	0.71



Service Requests Received

Council received eighty nine (89) service requests for the month May 2019.

Environment		Buildings/Facilities		Roads/Traffic/Parking		Inspectorate		Other Requests	
Wheelie Bins	16	Waste Management Transfer Station		Licence/Permits – Road Events		Abandoned Vehicle	5	Equipment Hire – Collars, Cages Etc	
Other Bins		Civic Centre		Carparks		Animal – Other	3	Street Lighting	3
Domestic Rubbish Collection	2	Public Toilets	1	Road Opening/Closing (Telstra, Aurora etc)		Animal at Large		Cemetery / Burial Records	1
Litter	1	Showgrounds	2	Road Opening/Closing – Footpath/Driveways		Animal Cruelty	1	Risk Management – Accidents – General	
Hazardous Waste Disposal		Katherine East Community Centre		Street Signs		Animals – Lost and Found	1	General Requests – Complaints	
Mowing of Verges-Nature Strips-Ovals	1	Airport		Street – Road Cleaning		Animal Attack	5	Disabled Parking Permits	
Street and Other Lighting		Visitor Information Centre		Permit to Work Within NT Government Road Reserve		Animal Menace		Plaques and Headstones	
Sprinklers and Watering		Parks & Cenotaph		Driveways		Animal Nuisance	24	Ombudsman Complaints	
General	1	BMX		Road Maintenance	2	Vacant Lot Inspections		Community – Festival or Events	
Waste Disposal – Asbestos – Other		Lindsey Street Complex	1	Footpaths/Bike Paths		Parking Control		Alcohol Permit	
Weeds		Sportsground	4	Line Marking/Pavement Management		Unauthorised Camping	3	Planning and Development	
Trees & Vegetation	2	General		Oversized Permit		Overgrown/Unkempt Land	4	Planning and Development	
Tenders/Quotations		Swimming Pool		Planning and Development		Dog Licence		Vandalism	1
Bores and Water Readings		Playgrounds and Equipment	2	Laneways	1	After Hours Callout		Miscellaneous Requests	
Waste Management Facilities		Skate Park		Road Access		Public Health Risk Activities		Tenders/Quotations	
Illegal Dumping	1	Hot Springs	2	Drains		Dangerous Animals		Licence or Permits – Mobile food van	
Total	24	Total	12	Total	3	Total	45	Total	5



Service Requests Completed

Council received sixty nine (69) service requests for the month of May 2019. Twenty (20) are awaiting resolution.

Environment		Buildings/Facilities	Roads/Traffic/Parking		Inspectorate		Other Requests	
Wheelie Bins	16	Waste Management Transfer Station	Licence/Permits – Road Events		Abandoned Vehicle	3	Equipment Hire – Collars, Cages etc	
Other Bins		Civic Centre	Carparks		Animal – Other	3	Streetlights	1
Domestic Rubbish Collection	2	Public Toilets	Road Opening/Closing (Telstra, Aurora etc)		Animal at Large		Cemetery / Burial Records	1
Litter	1	Showgrounds	Road Opening/Closing – Footpath/Driveways		Animal Cruelty	1	Risk Management – Accidents – General	
Hazardous Waste Disposal		Katherine East Child Care Centre	Street Signs		Animals – Lost and Found	1	General Requests – Complaints	
Mowing of Verges- Nature Strips-Ovals	1	Airport	Street – Road Cleaning		Animal Attack	2	Disabled Parking Permits	
Street and Other Lighting		Visitor Information Centre	Permit to Work Within NT Government Road Reserve Driveways		Animal Menace		Plaques and Headstones	
Sprinklers and Watering		Parks & Cenotaph	Road Maintenance		Animal Nuisance	19	Ombudsman Complaints	
General	1	BMX			Vacant Lot Inspections		Community – Festival or Events	
Waste Disposal – Asbestos – Other		Lindsey Street Complex	Footpaths/Bike Paths		Parking Control		Alcohol Permit	
Weeds		Sportsground	Line Marking/Pavement Management		Unauthorised Camping	3	Planning and Development	
Trees & Vegetation	2	General	Oversized Permit		Overgrown/Unkempt Land		Vandalism	1
Tenders/Quotations		Swimming Pool	Planning and Development		Dog Licence		Sign Request	
Bores and Water Readings		Playgrounds and Equipment	Laneways	1	After Hours Callout		Miscellaneous Requests	
Waste Management Facilities		Skate Park	Road Access		Public Health Risk Activities		Tenders/Quotations	
Illegal Dumping		Hot Springs	Drains		Dangerous Animals		Licence or Permits – Mobile food van	
Total	24	Total	Total	1	Total	32	Total	3

Complaints Received

Council received zero (0)* complaints for the month of May 2019.

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

* Statistics compiled over the financial year.

Complaints Completed

Council completed zero (0)* complaints for the month of May 2019.

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

* Statistics compiled over the financial year.

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

That the Chief Executive Officer Report for the month of May 2019 be received and noted.



Robert Jennings
CHIEF EXECUTIVE OFFICER

Delegation:
Schedule of Attachments:

Nil



REPORT

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

MEETING: ORDINARY MEETING OF COUNCIL – 25 JUNE 2019

REPORT TITLE: CORPORATE AND COMMUNITY DEVELOPMENT REPORT FOR THE MONTH OF MAY 2019

Purpose of Report

To present the Report for Corporate and Community Development for the month of May 2019.

COMMUNITY DEVELOPMENT

COMMUNICATIONS AND CONSULTATIONS

For the month of May Katherine Town Council conducted consultation regarding the community's desire for a dog park and, if so, feedback on the possible location. The consultation was deemed successful with over 120 responses, with 92.4% of respondents indicating their positive support for the project. Using the data provided Council officers will now continue the process of finalising the location and associated amenities. Further updates will be provided to the Community through Councils communications portals including social media, email distributions and media release platforms.

REVITALISATION PROJECT CONSULTATIONS – CBD, SPORTGROUNDS, SHOWGROUNDS

The Katherine Town Council Communication Team is continuing to assist the Project Management team and design consultants on all projects to further engage with our community on these concept designs and collate the feedback received. Further updates will be provided to the Community through Councils communications portals including social media, email distributions and media release platforms.

COUNCIL ACTIVITIES & EVENTS

Council staff have been extremely active in supporting upcoming community events. This includes joint collaboration with the Northern Territory Government on the 2019 Territory Day event, working with GYRACC for the production of Katherine Town Council's free community event, Circus Oz – Precarious as well supporting the 2019 Katherine Debutante Ball.

These collaborations are in addition to the ongoing CBD Shopfront Beautification Grants program (guidelines attached) as well as the Northern Territory Primary Health Network (NTPHN) Wellbeing Grant program.

LIBRARY

Programs & Events

Program	Date & Time
Story Time	Wednesday, 10.30am - ongoing
Wriggle & Rhyme	Thursday, 10.30am – Ongoing
Mother's Day Morning Tea – Story Time	8 May 2019
Katherine Region of Writers (KROW) Meeting	11 May 2019
National Simultaneous Story Time	22 May 2019
Katherine Region of Writers (KROW) Meeting	25 May 2019

Displays

Name	Date
New Arrivals	Ongoing Display
Seed Library	Ongoing Display
National Families Week	1 – 25 May 2019
First Liners	15 – 13 May 2019
Art work from the children of Story Time	1 – 31 May 2019

ANALYSIS/COMMENTS

The Mother's Day morning tea at Storytime on 8 May was a success with a large number of parents and caregivers attending. The children enjoyed the songs and stories as well as the craft. Once the session finished the attendees were treated to a special Mother's Day morning tea.

From 21 – 24 May 2019 Katherine Public Library had the pleasure of hosting a work experience student from St Joseph's, Miguel Lalim. The work experience activity was in conjunction with Miguel's business studies and offered the opportunity to see how a library in a small community works. Katherine Public Library would like to thank Miguel for his service and we look forward to further supporting work experience opportunities in conjunction with local education providers.

National Simultaneous Storytime was held on 22 May with Deputy Mayor Liz Clark reading the book "Alpaca's with Maracas". Each year around Australia many libraries and schools read the selected book simultaneously. The children enjoyed their normal Storytime session with morning tea afterwards.

During May the library conducted a survey for Storytime and Wriggle & Rhyme participants. The feedback was helpful to the new Program Coordinator as this will help review and revive these programs. The analysis of the survey data is attached for note.

The new Program Coordinator has started to develop a new Wriggle & Rhyme program, this consists of changing the songs and more interaction with the babies and toddlers. Storytime will also get a redevelopment in the next couple of months. The children's area has been decorated with the art work from the children for the month of May, as it is Family's Week/Month. The activities provided in Storytime are now on the walls in the children's area. These initial changes have already shown improvements in attendance at both programs both year on year and month to month.

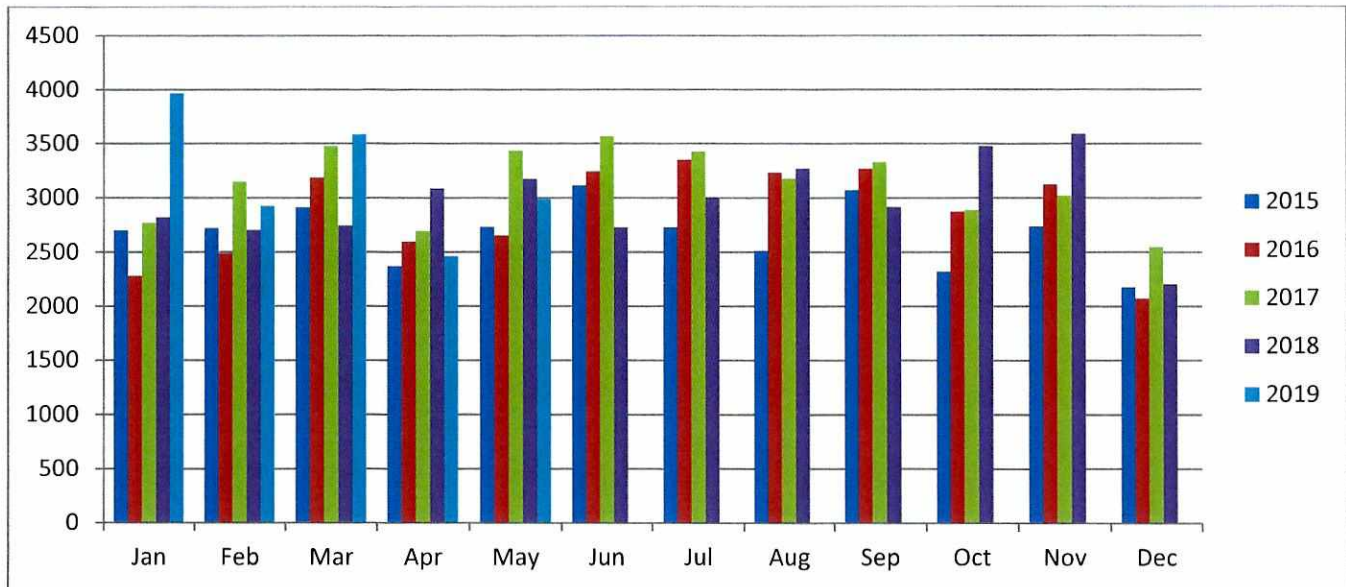
Storytime has experienced a 5.2% attendance increase when compared to May 2018 and a 105% attendance when compared to the previous month (April 2019).

Wriggle and Rhyme has experienced a massive 44.3% attendance increase when compared to May 2018 and 149% increase when compared to the previous month (April 2019)

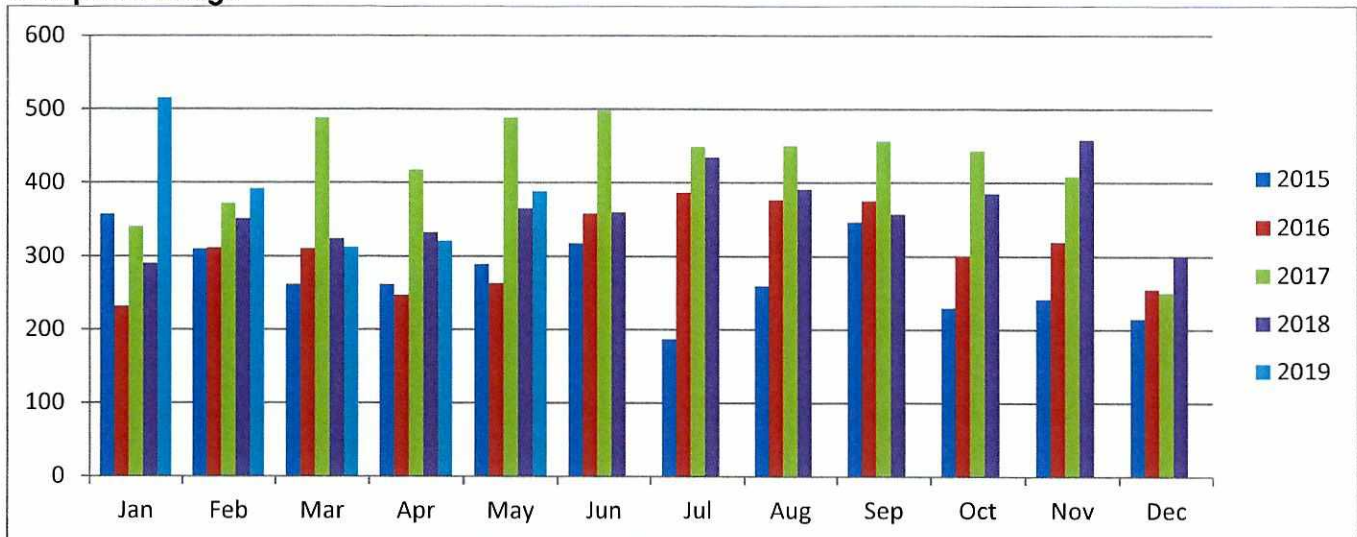
RECOMMENDATIONS / NOTES

Both Storytime and Wriggle & Rhyme have experienced declining numbers over recent years. This has coincided with an increase in the community of similar programs aimed at the 0 – 4 years age demographic. In line with the recently conducted survey (attached) the library's new Program Coordinator will continue evaluation and revitalisation of Storytime and Wriggle & Rhyme programs. Further discussions will lead to making changes that focus on increased engagement and attendance at both programs. Initial changes have reflected an increase in participation in these programs and it is anticipated with the ongoing evaluations and revitalisation this trend will continue.

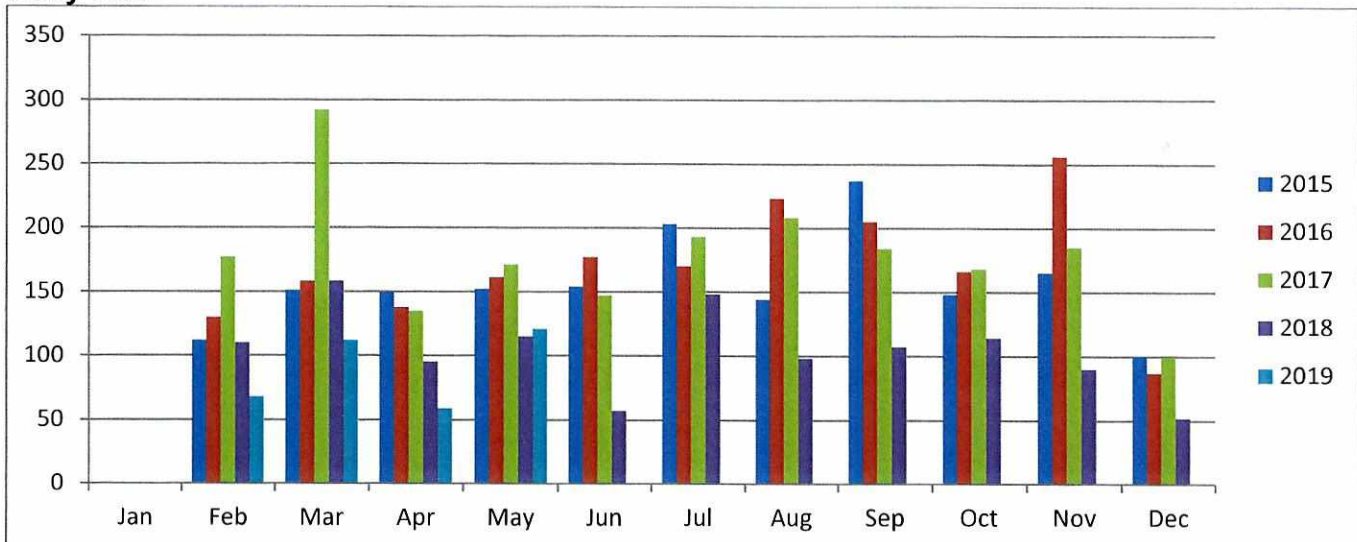
Patron Numbers



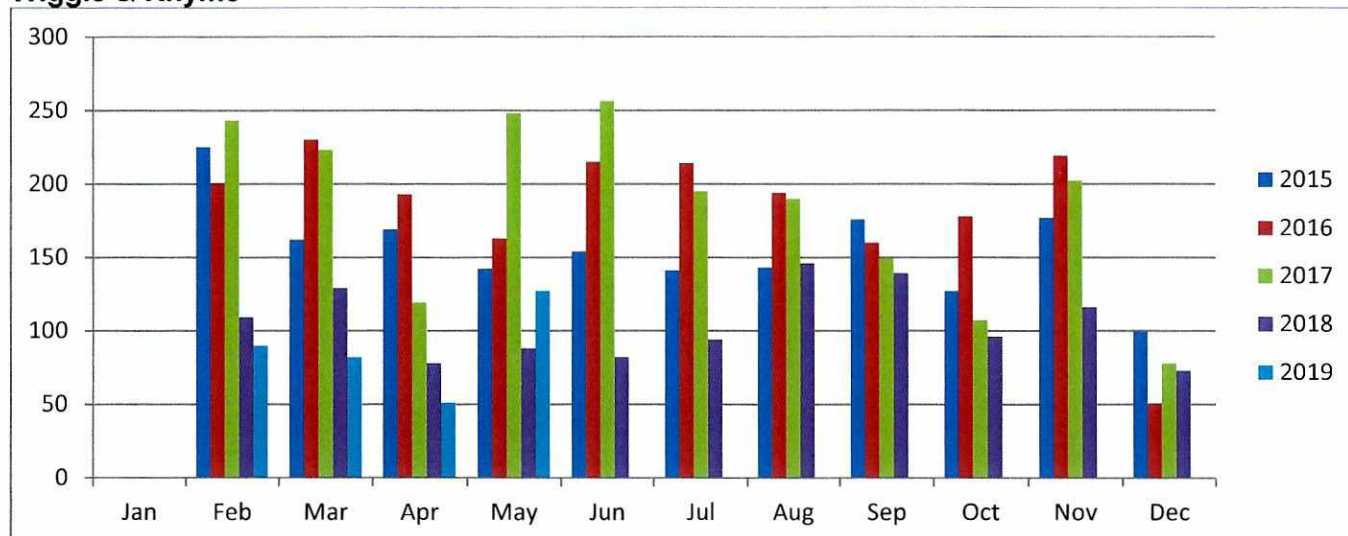
Computer Usage



Story Time



Wiggle & Rhyme



KATHERINE VISITOR INFORMATION CENTRE (KVIC)

Feedback

- 174 visitors completed a customer service satisfaction survey. All the surveys (100%) rated the level of service and information as excellent.

Improvements

- New staff members have joined the KVIC for the tourist season. All staff are currently undertaking training, product updates and familiarization with tour operators.
- Updated *Katherine – What's open*, National Park and road closures information sheet.
- The KVIC commence online marketing campaigns on Google, Facebook and Instagram. So far this has achieved total impressions (number of times content has been displayed) of 1.08 million and 3,708 website clicks. The KVIC has seen an increase drive to the Visit Katherine website from 8,000 users in April 2019 to 11,000 in May 2019.

Analysis/Comment

Total sales for May 2019 were \$ 200,988, an increase of 10.2% on May 2018. Online bookings were \$2,555 and a \$198,433 total was recorded at the KVIC front counter.

Visitor number total for May 2019, recorded on both door counters and online, was 11,295, a decrease of 0.57% on May 2018. 36 of the 11,295 visitors booked online and 11,259 visitors walked in the KVIC.

An average sale per visitor for May 2019 was \$17.79, compared to last year's average of \$16.05 per visitor. An increase of 10.84% per visitor. The average online sale per visitor is \$70.97 and the average sale per visitor at the VIC is \$17.62.

Although average sales per visitor data is demonstrating a sharp downward trend when compared to February and March 2019 it is important to note that this is influenced by online bookings through the Visit Katherine website for travellers who are in the 'planning phase' of their travel. This is typically accommodation bookings done well in advance of the intended travel, demonstrating the benefits of offering instant online booking options for travellers. Further, despite a 41.14% decrease from March to May on average spend, the KVIC has experienced a 939% increase in visitors and 847.52% increase in sales over the same period.

These figures demonstrate a comparatively strong sales conversion.

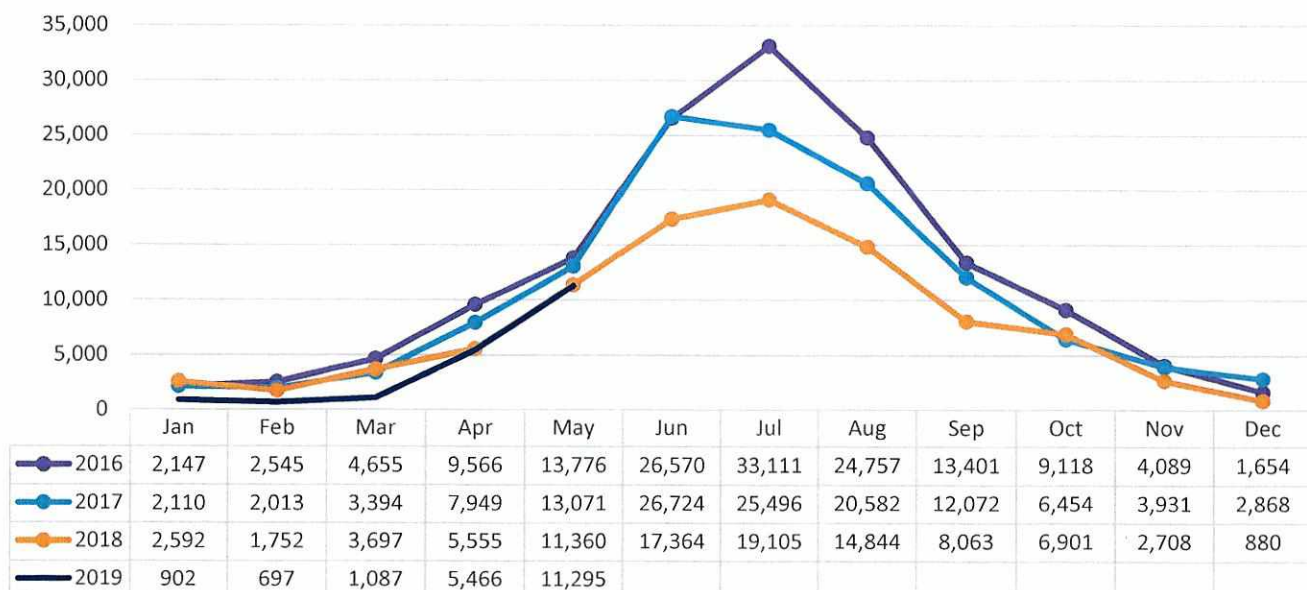
Nitmiluk Tours have been our biggest seller in the month of May.

May 2019 has been a record month for the Katherine Visitor Information Centre.

Value of Sales - Calendar Year



Number of Visitors - Calendar Year



Average Sales Per Visitor

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

That the Corporate and Community Development report for the month of April 2019 be received and noted.

Robert Jennings
CHIEF EXECUTIVE OFFICER

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

Survey Results for May 2019

Who is completing survey

Parents	Public / Other

Times a week, use the Library

Once a week	
Up to 4 times a week	
Once a month	
Twice a month	
OTHER	

What do you use library for normally

Story time	
Wriggle and rhyme	
Socialise	
Borrow books	
Use internet	
OTHER	

NOTES ON ADDITIONS TO CURRENT PROGRAMS

<ul style="list-style-type: none"> - More interaction to songs/dances for W&R - Name tags for children so we can identify as a group - Shakers/rattles during wriggle and rhyme - More dance, more sensory play, more interactions with children - More music along with songs, to sing and dance along to - singing / action with background music - instruments egg shakers, drums etc. - More for parents, at a good time - pack more knowledge, health advice and benefits / support for parents 	<ul style="list-style-type: none"> - Talk to parents about what children are developing during the songs so parents are aware of what the children are learning/developing - Possibly earlier 9:30/10:00am.. better for younger kids - Close the gap for 2-3yr olds - Great day and time duration - big books so its easier to see - make sure songs are changed on a regular basis - use more props to make it more interactive - No change - freshen up
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Satisfaction rates for areas within Library

LOW TO HIGH

	1	2	3	4	5
Storytime			I	II	III
Wriggle & R			I	IIIIII	III
Borrow Books				IIII	IIII
Use internet			III		II
Socialise			II	II	IIII
OTHER			I	I	II

Satisfactions with any Staff assistance

Below Average	Average	Above Average
	III	IIII IIII

Notes on Further comments

- Add a multicultural / aboriginal based sessions in
- First time attending, was very happy with programs for kids. I commend staff for doing a great job.
- Great kids books, Could get more kids CD's
- Would like more adult books selection
- Think its great
- Thank you for wriggle and rhyme
- Never really need to ask for help, staff are really great
- Car parking
- Painting
- More computers
- Student info jobs
- Childrens computers



REPORT

FOLDER: Local Governance / Council Meetings / Infrastructure & Environment Reports

MEETING: ORDINARY MEETING OF COUNCIL – 25 JUNE 2019

REPORT TITLE: INFRASTRUCTURE & ENVIRONMENT SERVICES REPORT FOR THE MONTH OF MAY

Purpose of Report

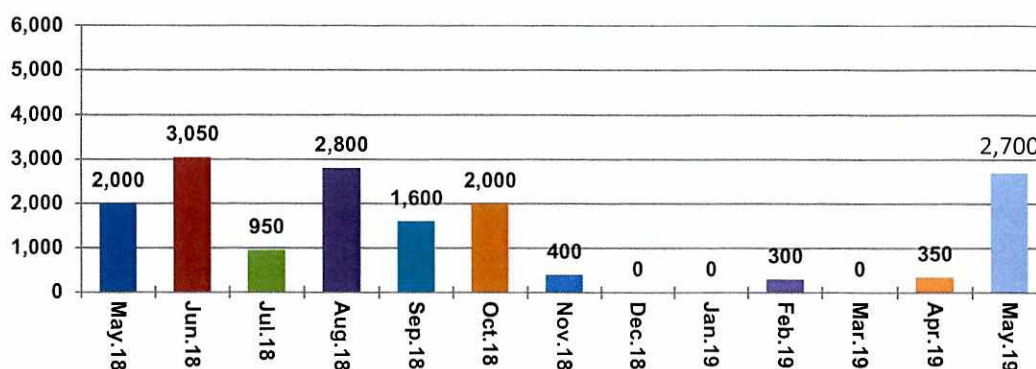
To inform Elected Members of tasks, activities and projects undertaken by the Infrastructure & Environment Services, during the month of May 2019.

Facilities

Parks & Open Areas

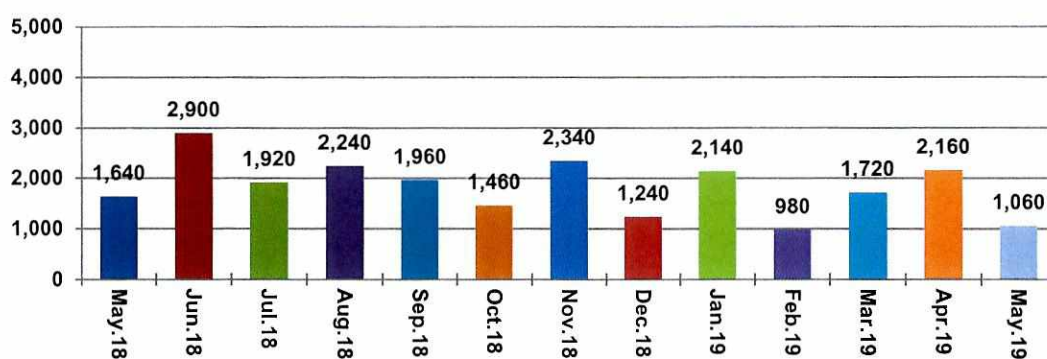
- Council staff conducted the following works:
 - Installed hand rails and seating at Hot Springs.
 - Removed geo matting and installed cracker dust at Hot Springs path.
 - Removed fallen tree branches from Rundle Park.
 - Located and retrieved two (2) x wheelie bins dumped in the river at the end of Hot Springs.
- Council contractor Skilled Line Marking completed works at Ryan Park, Visitor Information Centre and Lindsay Street Complex Car Park. Contractor also conducted removal of algae on steps and disabled ramp at Hot Springs.
- Council have recommenced the irrigation schedules which allowed the identification of 54 broken, damaged and vandalised sprinkler components throughout the larger urban area. The total cost of these repairs and installations to date (2018/19 financial year) is \$11,100.00 when compared to \$17,200 in the same months of the 2017/18 financial year.

Monthly Sprinkler Replacement (\$)



- The Urban Litter Collection statistics are based on weights recorded over the weighbridge located at the Waste Management Facility and include refuse from areas throughout the broader urban area. Katherine Terrace is not included in these statistics. The total amount of litter collected by Council staff to date (2018/19 financial year) is 18,160kgs when compared to 21,330kgs in the same months of the 2017/18 financial year.

Monthly Urban Litter Collection (kg)



Katherine Showgrounds

- Council staff conducted the following works:
 - Preparation of Showgrounds Arena for Appaloosa and Western Event.
 - Completed remedial road works of all internal Showgrounds roads.
 - Completed graded work on fire breaks at Showgrounds.
 - Installed road base on perimeter of Norforce building.

Katherine Sportsgrounds

- Council staff conducted the following works:
 - Installed bollard and chains at Tennis and Cricket practice nets to prevent vehicle damage to cricket lawns
 - Repaired Don Dale canteen roller door due to break in.
 - Assisted contractors with maintenance and repairs to bore 3.
 - Removed old fence post near Softball.
 - Refurbished three (3) x grandstand seating at BMX hill; seating was inspected by Contractor David Flood.
 - Completed remedial road works on all Sportsgrounds roads.
 - Installed road base and sand at Sportsgrounds shoulders and surrounds.
 - Installed bin stands at Cricket area.
 - Repaired bore to reinstate irrigation to pool.
 - Removal of illegally dumped bulk rubbish at Sportsgrounds.
 - Completed aerating, fertilising and levelling of Ovals 1 – 4. Graded Softball inner field level and installed topsoil on all bases.
 - Removed knee-deep leaves at Softball dug outs.
 - Repaired damaged Don Dale grandstand.

- Conducted meeting with Cricket Users to identify appropriate cut for play; test cuts conducted until appropriate level identified.
- Rise Ventures completed painting of BMX seating.
- Council contractor Astral Plumbing repaired bore leak.
- Council contractor Shockless Electrical completed repairs to Bore 2.
- Council contractor Delacoeur Indigenous Contracting completed installation of guide posts along Florina Road.
- Council contractor Katherine Traffic Control was engaged for road works on Byers, Collins, Cragborn, Lindsay, Lockheed Streets and Hot Springs.

Binjari

- Council staff repaired irrigation.

Katherine Memorial Cemetery

- There were one (1) internment of ashes during the month of May 2019.

Katherine Civil Airport

- Council staff and contractor, RHADS Security, carried out daily serviceability inspections. No issues were found.
- Council contractor Arafura Street Sweeping carried out sweeping of the RPT and GA Aprons during the month of May 2019.
- Council staff removed cycads from entrance of Terminal Building and relocated to front garden near seating area.
- Council contractor Katherine Plastering & Tiling removed existing pavers from baggage area and installed at terminal entrance where cycads were removed. Baggage area concreted after pavers were removed.

Road Reserves

Road Pavements

- Council contractor Arafura Site & Street Sweeping carried out the scheduled sweeping and kerbside spraying for the month of May 2019.
- Council staff conducted the following works:
 - Conducted caltrop spraying on Florina Road and Riverbank Drive.
 - Removed a picket from verge of 25 Ronan Court.
 - Removed spilled gravel on the corner of Henry Scott and Bicentennial Road.
 - Cleaned up Elliot Street alleyway to Katherine South Primary School.
 - Completed slashing on Collins, Byers, Cragborn and Lansdowne areas.
 - installed bin stands at Lindsay Street Dump Point and Knotts Crossing.
 - Mowed Chardon Street verges in preparation for Fire Station's official opening.
 - Inspected Lansdowne area to identify culvert remedial works to be undertaken.
 - Utilised excavator to undertake clean out of Rockhole and Florina Road culverts.

- Completed remedial road works on Emungalan Road; from Telegraph monument to end of Emungalan Road.
- Completed remedial works of shoulders on Byers, Lindsay Street, Lockheed Road, Collins, Cragborn, Gwendolyn and Arndt Roads.
- Removal of illegally dumped bulk rubbish from Lindsay Street Dump Point and Knotts Crossing.
- Conducted slashing at Gorge, Morris and Jaensch Road.
- Painting completed on children's crossing at McFarlane Primary School.
- Reinstated Roads to Recovery signs on Florina Road.
- Reinstated T Section sign on Collins Road; signs was removed due to road works.
- Repaired Keep Left sign on the corner of Acacia and Maluka Road.
- Replaced damaged give way sign on corner of Chardon and Crawford Street.
- Reinstated No Thru sign on Mahoney Road.
- Completed road widening of Hot Springs rear disabled road access.

Personnel & Services

Community Events

- Council staff and contractors carried out various tasks in preparation for public hires/events held in several Council owned facilities during the month of May 2019.

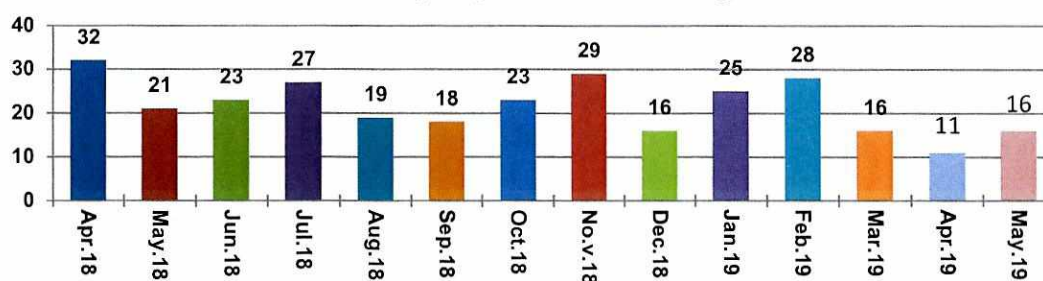
Building Activities within the Municipality

- Council considered the following number of planning applications during the month of May 2019:
 - 1 x Proposed Development Application
 - 1 x Proposed Clearing of Native Vegetation

Inspectorate Services

- Please refer to *Attachment A* for a full breakdown on the Regulatory Services conducted by Council Rangers over the month of May 2019.
- Pound Statistics for the month of May 2019 are as follows:
 - 13 dogs returned to their owners.
 - Two (2) dogs were purchased by new owner.
 - One (1) dog was euthanised.
 - Six (6) cats were euthanised.

Monthly Impoundment of Dogs



OFFICER RECOMMENDATION

That it be recommended to Council:

- That the report of the Infrastructure & Environment Services for the month of May 2019 be received and noted.



Robert Jennings

CHIEF EXECUTIVE OFFICER

Delegation:

Executive Manager – Infrastructure & Environment, Peter Reeve

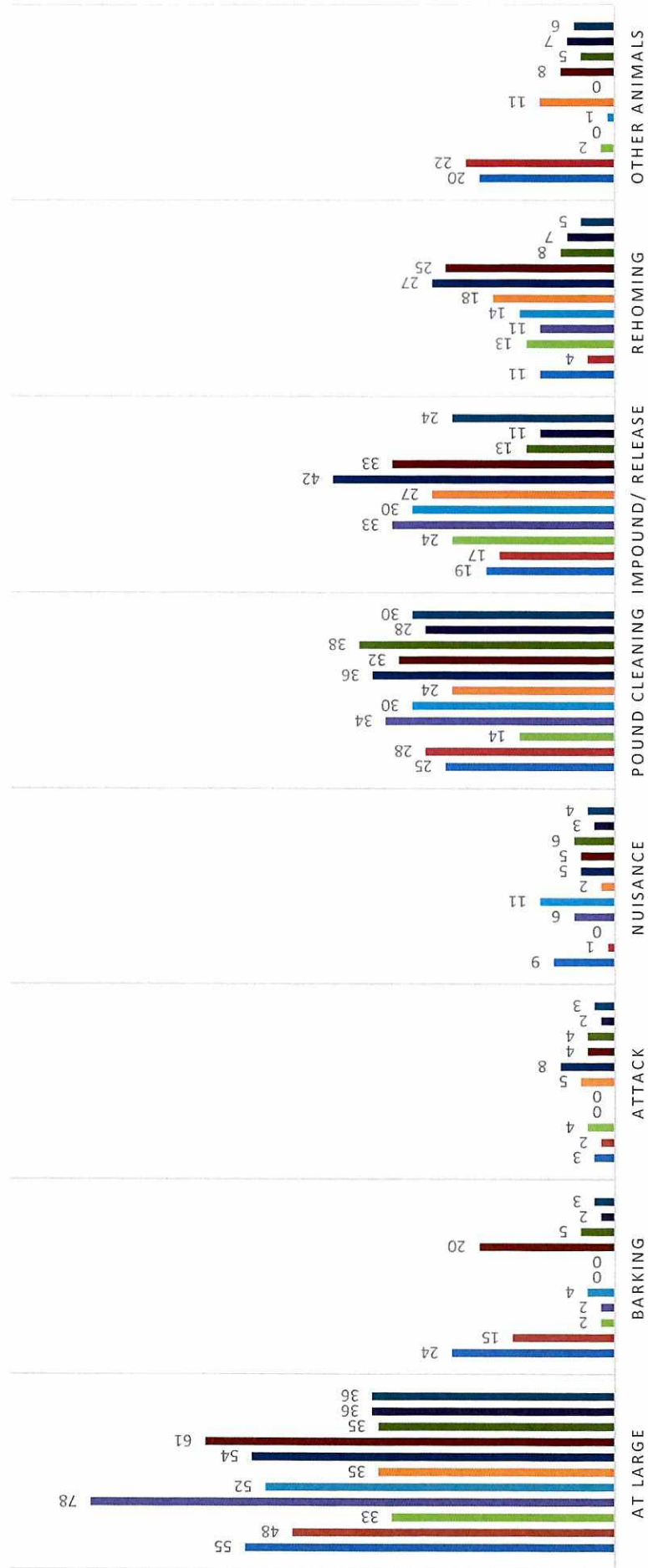
Schedule of Attachments:

Attachment A: Rangers Breakdown of Tasks –May 2019

RANGERS BREAKDOWN OF TASKS – MAY 2019

ANIMAL

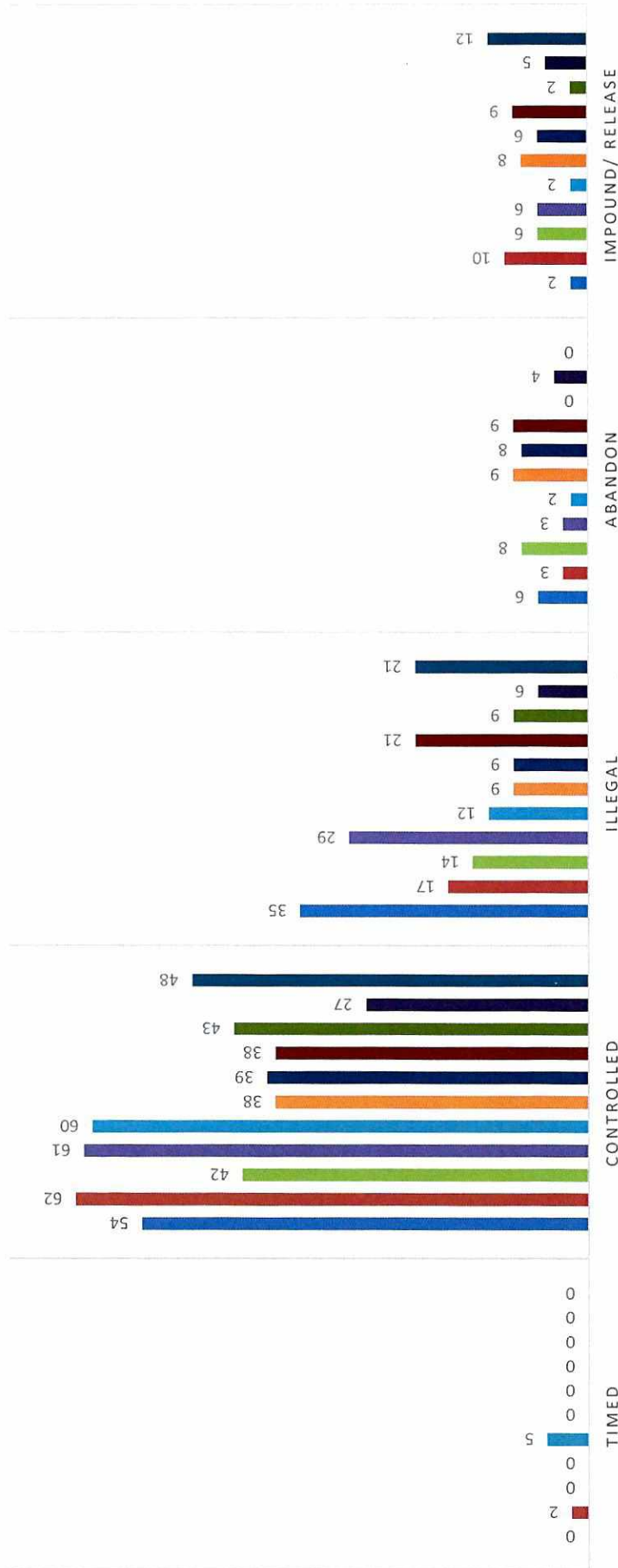
■ July ■ Aug ■ Sept ■ Oct ■ Nov ■ Dec ■ Jan ■ Feb ■ Mar ■ Apr ■ May



Figures represent the number of visits undertaken to investigate/resolve the reported issues.

PARKING

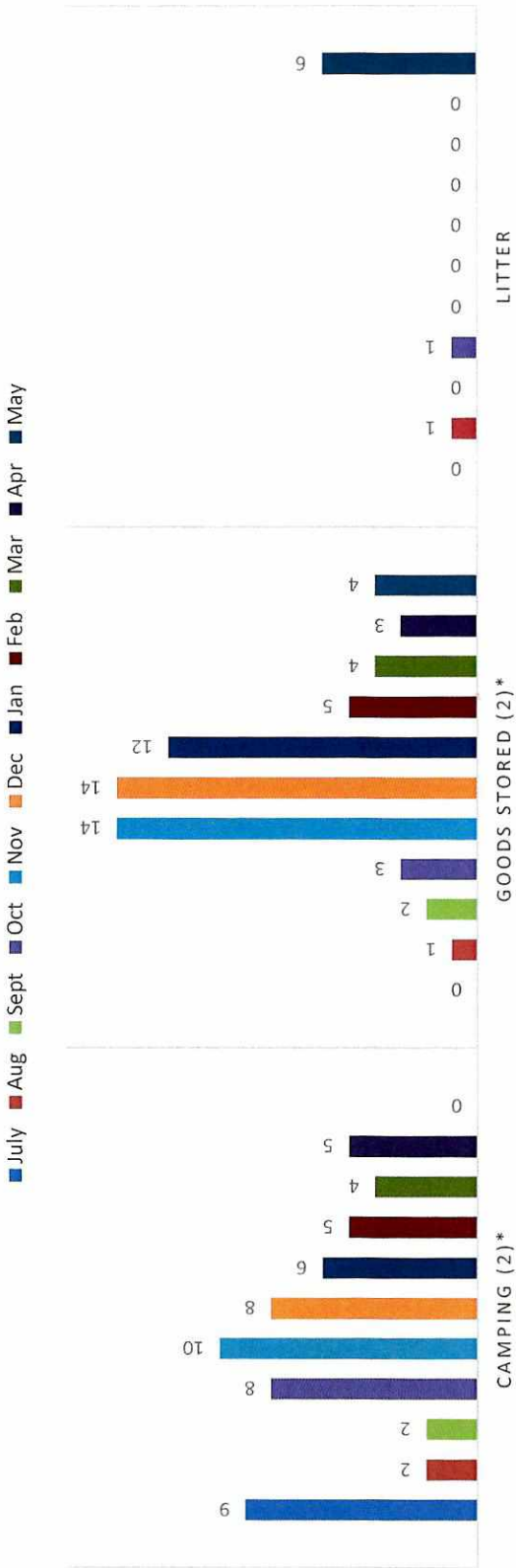
July Aug Sept Oct Nov Dec Jan Feb Mar Apr May



Figures represent the number of visits undertaken to investigate/resolve the reported issues.

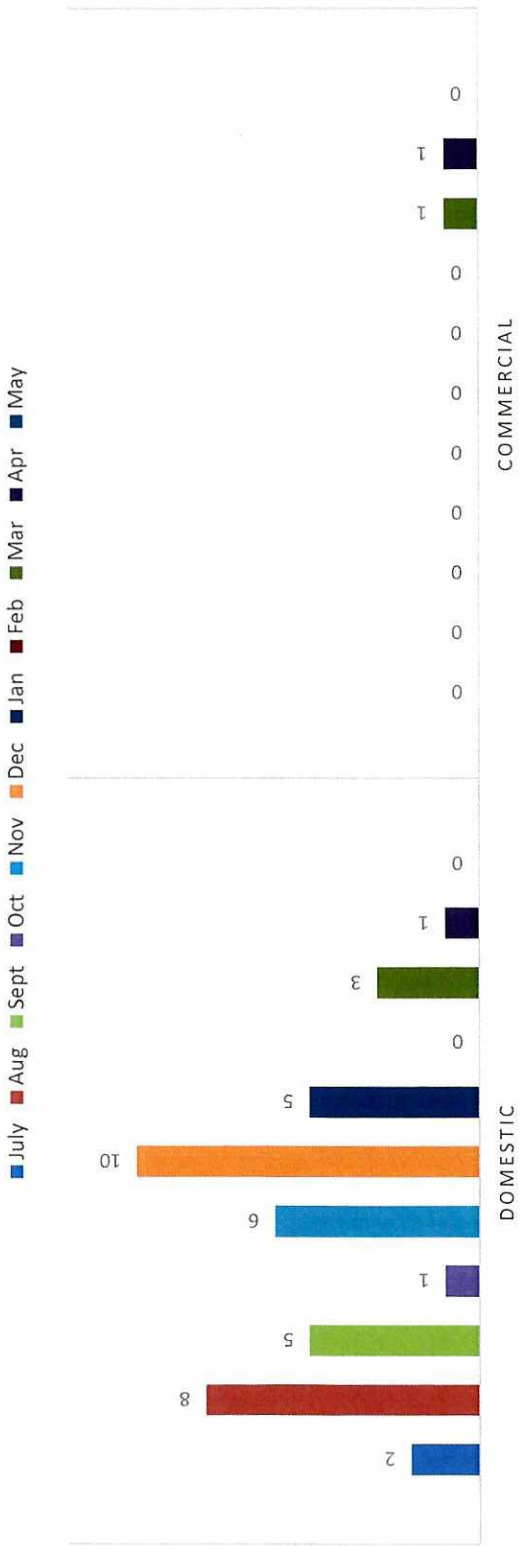
Timed	General inspections of timed parking areas
Controlled	Parking restriction areas i.e loading zones, disabled parking, etc.
Illegal	No parking/standing zones

PUBLIC SPACES



Figures represent the number of visits undertaken to investigate/resolve the reported issues.

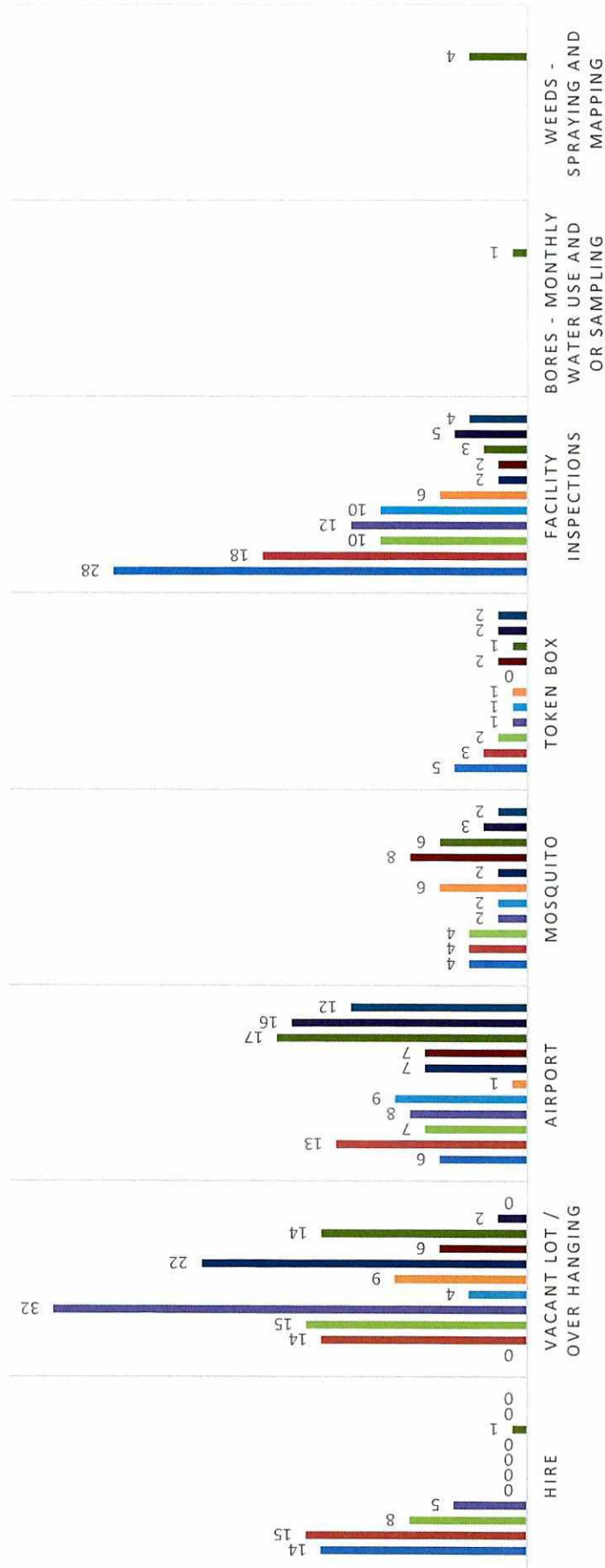
ILLEGAL DUMPING



Figures represent the number of visits undertaken to investigate/resolve the reported issues.

INSPECTIONS

July Aug Sept Oct Nov Dec Jan Feb Mar Apr May



Figures represent the number of visits undertaken to investigate/resolve the reported issues.



REPORT

FOLDER: Local Governance / Council Meetings / Financial Report

MEETING: ORDINARY MEETING OF COUNCIL – 25 JUNE 2019

REPORT TITLE: MONTHLY FINANCIAL REPORT – MAY 2019

Purpose of Report

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

General

The Local Government (Accounting) Regulations 18 states:

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

OFFICER RECOMMENDATION

That it be recommended to Council:

That Council endorse the Financial Report for the month of May 2019.

Claire Johansson

CHIEF OPERATIONS OFFICER

Delegation:	Finance Fixed Asset Management Officer, Susan Eiermann
Schedule of Attachments:	Financial Report Executive Summary
	Statements of Budget Comparison
	Cash and Investment Reports
	Debtors Report
	Payment Listings

Financial Report Executive Summary

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



On track



Monitoring



Items to note

Summary



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



Cash Position

Cash position is strong with investment maturing to meet the timelines for the Show Grounds, Sports Ground and CBD Projects

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

Debtors Analysis

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

Debtors have shown an overall decrease of \$132.56K at the end of May 2019.

	Apr-19	May-19
Rates debtors	789,292	745,059
Sundry debtors	195,279	108,740
Weighbridge debtors	108,596	106,701
Infringement - Animal	6,047	6,047
Infringement - Parking	2,998	3,032
Infringement - Litter/Camping	270	338
Total outstanding	1,102,482	969,916

Rates Debtors Analysis

The decrease in rates debtors is due to payments received for overdue instalments .

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 May 2019.

	Apr-19	May-19
Current	171,764	93,044
Over 30 days	8,390	3,783
Over 60 days	4,556	-993
Over 90 days	317	2,966
Over 120 days	10,251	9,941
Total	195,278	108,740

Sundry Debtors have decreased by \$86.54K. This is due to a grant payment which was invoiced previous month of \$160K and received this month. Also, \$55K was invoiced for the PFAS Community Wellbeing Grant, and several essential services invoices were raised for reimbursement.

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 May 2019.

	Apr-19	May-19
Current	50,314	46,552
Over 30 days	29,698	29,187
Over 60 days	13,115	13,754
Over 90 days	2,773	2,907
Over 120 days	12,696	14,300
Total	108,596	106,701

Weighbridge debtors have decreased by \$1.89K.

KATHERINE TOWN COUNCIL

STATEMENT OF BUDGET ESTIMATE COMPARISON

As at 31 May 2019

	Original Budget	Budget Reviews	Revised Budget	Monthly Actual	YTD Actual	End of Year Forecast
INCOME						
Rates and annual charges	8,234,326	-	8,234,326	254	8,251,695	8,251,695
Statutory charges	61,200	-	61,200	2,234	32,688	35,660
User charges	1,819,001	-	1,819,001	152,515	1,473,006	1,606,916
Grants, subsidies and contributions	1,376,393	-	1,376,393	202,263	1,363,993	1,487,993
Interest	395,555	-	395,555	230,080	612,760	614,560
Reimbursements	88,473	-	88,473	46,302	134,516	146,745
Other income	129,459	-	129,459	792	40,307	43,972
Total operating income	12,104,407	-	12,104,407	633,932	11,908,966	12,187,540
EXPENDITURE						
Employee costs	4,552,461	-	4,552,461	375,081	4,247,631	4,622,712
Materials, contracts and other expenses	5,633,956	109,928	5,743,884	588,275	4,257,425	4,644,463
Total Operating Expenses	10,186,417	109,928	10,296,345	963,356	8,505,056	9,267,176
Operating surplus/(deficit) before depreciation	1,917,990	-	1,808,062	329,424	3,403,910	2,920,364
Depreciation	-	-	-	22,693	245,229	267,189
Operating surplus/(deficit) before capital items	1,917,990	-	1,808,062	352,117	3,158,681	2,653,175
Net gain (loss) on disposal of assets	-	-	-	-	-	-
Amounts received specifically for new or upgraded asset	780,376	13,696,738	14,477,114	100,000	14,879,173	14,879,173
Net operating surplus/(deficit)	2,698,366	13,586,810	16,285,176	252,117	18,037,854	17,532,347

KATHERINE TOWN COUNCIL

CAPITAL INCOME & EXPENDITURE

As at 31 May 2019

	Original Budget	Budget Reviews	Revised Budget	Monthly Actual	YTD Actual	End of Year Forecast
Sources of capital funding expended						
General revenue used for capital purposes	2,611,400	356,877	2,968,277	13,125	635,976	1,132,792
Other capital revenue sources:						
Proceeds from sale of capital assets	-	-	-	-	-	-
Grants and subsidies	545,000	11,667,123	12,212,123	342,039.46	1,328,480	1,449,251
Grants received this year and spent last year		-	-	-	-	-
Transfers from internally restricted funds	1,968,710	616,253	2,584,963	-	-	-
Total capital funding	5,125,110	12,640,253	17,765,363	355,165	1,964,456	2,582,043
Application of capital funding						
Non current capital assets:						
Buildings and other structures	65,000		65,000	-	8,033	8,763
Brought forward	150,000	5,480	155,480	-	23,260	25,375
Plant and machinery	479,700		479,700	-	128,735	140,438
Brought forward		49,689	49,689	-	49,477	53,975
Improvements	708,400	11,792,364	12,500,764	220,996	434,111	473,576
Brought forward	362,700	96,697	459,397	6,356	140,837	153,640
Infrastructure assets	1,752,000		1,752,000	121,043	983,144	1,511,521
Brought forward	1,568,710	681,023	2,249,733		159,167	173,638
Furniture and equipment	38,600		38,600	6,770	33,692	36,755
Brought forward		15,000	15,000	-	4,000	4,364
Total current capital expenditure	3,043,700	11,792,364	14,836,064	348,809	1,587,715	2,171,052
Total brought forward amounts	2,081,410	847,889	2,929,299	6,356	376,741	410,991
Grand total capital expenditure	5,125,110	12,640,253	17,765,363	355,165	1,964,456	2,582,043

CASH AND INVESTMENTS

31 May 2019

GENERAL FUNDCommonwealth Bank

Balance as per bank statement, 31 May 2019

Plus net outstanding deposits/(withdrawals)

Adjusted cash at bank balance, 31 May 2019

\$
3,640,996
<u>3,640,996</u>

INVESTMENTS

FINANCIAL INSTITUTION	PRINCIPAL \$	INTEREST RATE %	EFFECTIVE DATE	MATURITY DATE	FINANCIAL INSTITUTION TOTALS \$	% FINANCIAL INSTITUTION
Commonwealth Bank	1,588,229		on call	on call		
Commonwealth Bank	2,424,619	2.03	23-May-19	23-Jul-19	4,012,847	14.96%
AMP	1,012,296		on call	on call		
AMP	2,067,457	2.55	21-May-19	18-Nov-19		
AMP	3,000,000	2.55	9-Apr-19	8-Jul-19		
AMP	1,040,792	2.80	11-Mar-19	6-Dec-19		
AMP	1,484,781	2.80	11-Mar-19	9-Sep-19	8,605,325	32.09%
Westpac Bank	3,440,236	2.40	6-May-19	6-Sep-19		
Westpac Bank	4,713,344	2.50	9-May-19	6-Aug-19	8,153,580	30.40%
Suncorp	3,439,520	2.35	24-May-19	24-Aug-19	3,439,520	12.82%
NAB	2,608,918	2.39	8-Apr-19	8-Jul-19	2,608,918	9.73%
Total Investments					<u>26,820,191</u>	100.00%
TOTAL FUNDS (incl internally restricted funds)					<u>30,461,187</u>	

DEBTORS REPORT

31 May 2019

Category	Current \$	30+ days \$	60+ days \$	90+ days \$	120+ days \$	TOTAL \$
Sundry	93,044	3,783	(993)	2,966	9,941	108,740
Weighbridge	46,552	29,187	13,754	2,907	14,300	106,701
Total						<u>215,440</u>

	Current \$	30+ days \$	60+ days \$	90+ days \$	> 12 months \$	TOTAL \$
Infringements						
Animal	-	368	-	133	5,546	6,047
Parking	169	-	-	995	1,868	3,032
Litter	-	-	-	268	-	268
Camping	-	-	-	-	70	70
Total						<u>9,417</u>

	Current \$	Arrears incl interest & legal fees \$	TOTAL \$
Rates	745,059	-	745,059
Grand Total			<u>969,917</u>

Katherine Town Council Cheque Payment Listing For the Month of May 2019

Date	Ref No	Payee	Description	Amount
3/05/2019	00103313	RTM	Registration & Third Party Insurance	1,357.55
3/05/2019	00103315	Power Water	Sewerage and water for various location	4,711.93
3/05/2019	00103316	Jacana Energy	Multi-site electricity bills	14,635.18
16/05/2019	00103317	RTM	Registration & Third Party Insurance	853.30
17/05/2019	00103318	RTM	Registration & Third Party Insurance	413.25
17/05/2019	00103322	Power Water	Sewerage and water for various location	22,833.52
17/05/2019	00103323	Urban Play	Product design & documentation for Hot Springs program	2,750.00
17/05/2019	00103324	Jacana Energy	CEO house and Rundle park electricity	2,537.87
21/05/2019	00103325	RTM	Registration & Third Party Insurance	125.00
24/05/2019	00103326	Aboriginal Areas Protection Authori	Aboriginal areas protection authority certificate	23,967.00
24/05/2019	00103327	Jacana Energy	Electricity - Streetlighting	20,182.82
31/05/2019	00103334	Ms C Burgess	Refund hire deposit key for Showground	45.00
31/05/2019	00103332	ICN NT	Refund of deposit hire facility 15th May	520.00
31/05/2019	00103331	Jacana Energy	Multi-site electricity	17,557.49
31/05/2019	00103333	Mrs H Lehman	Refund deposit for Showground camping fee key	45.00
31/05/2019	00103330	Power Water	Sewerage and water for various location	17,592.34
31/05/2019	00103328	RTM	Registration & Third Party Insurance	2,878.15
		TOTAL		133,005.40

CASH AND INVESTMENTS **31 May 2019**

<u>GENERAL FUND</u>	\$
<u>Commonwealth Bank</u>	
Balance as per bank statement, 31 May 2019	3,640,996
Plus net outstanding deposits/(withdrawals)	
Adjusted cash at bank balance, 31 May 2019	<u>3,640,996</u>

INVESTMENTS

FINANCIAL INSTITUTION	PRINCIPAL \$	INTEREST RATE %	EFFECTIVE DATE	MATURITY DATE	FINANCIAL INSTITUTION TOTALS \$	% FINANCIAL INSTITUTION
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AMP	2,067,457	2.55	21-May-19	18-Nov-19		
AMP	3,000,000	2.55	9-Apr-19	8-Jul-19		
AMP	1,040,792	2.80	11-Mar-19	6-Dec-19		
AMP	1,484,781	2.80	11-Mar-19	9-Sep-19	8,605,325	32.09%
Westpac Bank	3,440,236	2.40	6-May-19	6-Sep-19		
Westpac Bank	4,713,344	2.50	9-May-19	6-Aug-19	8,153,580	30.40%
Suncorp	3,439,520	2.35	24-May-19	24-Aug-19	3,439,520	12.82%
NAB	2,608,918	2.39	8-Apr-19	8-Jul-19	2,608,918	9.73%
Total Investments					<u>26,820,191</u>	100.00%
TOTAL FUNDS (incl internally restricted funds)					<u>30,461,187</u>	

**Katherine Town Council
EFT Payment Listing
For the Month of May 2019**

Date	Ref No	Payee	Description	Amount
10-May-19	1738/2509-01	AAT Kings	VIC bookings	231.87
2-May-19	1734/2516-01	AGEST	Superannuation-april2019a-11	6,814.12
3-May-19	1735/2320-01	Airpower (NT) Pty Ltd	LH cab mirror Kubota tractor	59.40
31-May-19	1757/3733-01	Aldermen M Hurley	Alderman allowance May 2019	1,293.33
2-May-19	1734/2626-01	AMIST Superannuation	Superannuation-april2019-18	1,569.58
21-May-19	1744/3084-01	AMP Bank Ltd	6 months @ 2.55% term deposit	2,067,456.54
24-May-19	1750/2287-01	Anbinik Kakadu Resort	VIC bookings	131.25
2-May-19	1734/3108-01	ANZ One Path Superannuation	Superannuation-april2019-33	1,002.62
17-May-19	1741/3447-01	Arafura Site & Street Sweeping	Urban & Industrial street sweeping -April Sw	9,003.50
31-May-19	1756/3447-01	Arafura Site & Street Sweeping	Urban & Industrial street sweeping -May 2019	9,003.50
31-May-19	1756/3643-01	Arnhem Bushtucker	Retail products - jams and relish	398.00
10-May-19	1738/3937-01	Ashford Group Architects	CBD design consultancy revital design cl	68,695.00
24-May-19	1750/3937-01	Ashford Group Architects	CBD design consultancy revital design cl	78,498.20
24-May-19	1750/312-01	Astral Contracting	Contract plumbing	1,597.54
31-May-19	1756/312-01	Astral Contracting	Contract plumbing	112.31
3-May-19	1735/312-01	Astral Contracting	Repair bore beside main grandstand	887.10
7-May-19	1736/312-01	Astral Contracting	Repairs at Showgrounds for evacuation weekends	1,778.73
10-May-19	1738/9-01	Australia Post (NT)	Postage for month of April 2019	1,919.44
3-May-19	1735/3798-01	Australian Institute of Management	Professional membership	399.00
31-May-19	1756/3372-01	AutoPro Katherine NT	Battery for fuel trailer and light globe	235.50
3-May-19	1735/3372-01	AutoPro Katherine NT	Black matt spray	9.90
17-May-19	1741/3688-01	Avanser Pty Ltd	Inbound rental - VIC - April 2019	35.64
24-May-19	1750/2330-01	Aviair Pty Ltd	VIC bookings	1,328.25
24-May-19	1750/3653-01	B&K Mechanical Pty Ltd	Pins, clips Kubota tractor	110.00
10-May-19	1738/682-01	Beagle Motor Inn (Westward Bound Pt	VIC bookings	253.75
10-May-19	1738/1255-01	Benash Maintenance Services	Security Monitoring Fees - April 2019	258.50
3-May-19	1735/3950-01	BIG4 Howard Springs Holiday Park	VIC bookings	38.50
24-May-19	1750/3051-01	Binjari Community Aboriginal Corpor	Delivery of municipal services - June 2019	8,087.84
17-May-19	1741/1314-01	Bishdun Pty Ltd trading as Nighthaw	Freight	72.60
31-May-19	1756/1314-01	Bishdun Pty Ltd trading as Nighthaw	Freight	42.35
3-May-19	1735/1314-01	Bishdun Pty Ltd trading as Nighthaw	Freight - Colemans Printing	35.09
10-May-19	1738/1314-01	Bishdun Pty Ltd trading as Nighthaw	Freight from Air Power	30.25
17-May-19	1741/2514-01	Bittersprings Cabins and Camping	VIC bookings	227.50
31-May-19	1756/3976-01	Blue Eagle Consultancy	Asbestos testing and report Airport office building	820.00
17-May-19	1741/3862-01	Boab Caravan Park (Belntom Pty Ltd)	VIC bookings	271.25
17-May-19	1741/729-01	BOC Gases Australia Limited	Hire of gas containers - April 2019	602.41
24-May-19	1750/2506-01	BookEasy Australia Pty Ltd	Bookeasy fees -April 2019	456.07
17-May-19	1741/3960-01	BradyAustralia T/As Seton Australia	Tripods, disabled signs, no parking sign	2,595.56
2-May-19	1734/2686-01	BT Super for Life	Superannuation-april2019-24	1,522.86
10-May-19	1738/1888-01	Car Parts	AC belt Kubota tractor, regas aircon Massey tractor	306.20
17-May-19	1741/1888-01	Car Parts	Battery- Baroness strobe lights, quick	597.20
31-May-19	1756/1888-01	Car Parts	Bearing and seals Kubota Baroness	238.35
3-May-19	1735/1888-01	Car Parts	Bearings, nuts, bolts Hustler mower	20.75
24-May-19	1750/1888-01	Car Parts	Mechanical hand brake assembly	41.65
3-May-19	1735/3947-01	Cassidy Jay Design	10 x beeswax food wraps	234.55
31-May-19	1756/638-01	Cavs Mowing & Treelopping Service	Grevillea park trees - prune and removed dead wood	550.00
7-May-19	1736/638-01	Cavs Mowing & Treelopping Service	Showground trees evacuation	1,540.00
2-May-19	1734/2549-01	CBUS	Superannuation-april2019-14	1,850.00
31-May-19	1756/537-01	Chamber of Commerce Northern Territ	Registration of Grant Writing Workshop	550.00
31-May-19	1756/1701-01	Charles Darwin University	Staff training	224.00
3-May-19	1735/1701-01	Charles Darwin University	Staff training	211.00
3-May-19	1735/782-01	Civica Pty Ltd	Authority Managed services for June 2019	9,409.13
3-May-19	1735/3539-01	Clayton Utz Lawyers	Professional services employment advice	158.40
31-May-19	1756/3531-01	Coca-Cola Amatil Pty Ltd	Fuze tea at VIC	23.24
17-May-19	1741/383-01	Colemans Printing Pty Ltd	Festival of the Dry flyers	2,810.50
2-May-19	1734/2765-01	Colonial First State FirstChoice	Superannuation-april2019-25	598.68

**Katherine Town Council
EFT Payment Listing
For the Month of May 2019**

Date	Ref No	Payee	Description	Amount
2-May-19	1734/3498-01	Commonwealth Bank Group Super	Payroll deductions	459.66
30-May-19	1755/900-01	Commonwealth Bank of Australia	2 months term deposit at 2.03%	2,424,618.57
31-May-19	1756/1769-01	Compass Cleaning & Ground Maintenanc	Airport cleaning May and public amenities - May 2019	6,163.76
3-May-19	1735/1769-01	Compass Cleaning & Ground Maintenanc	Cleaning of Council public amenities April, Airport terminal, extra cleaning Don Dale and Lindsay St	6,251.76
7-May-19	1736/1769-01	Compass Cleaning & Ground Maintenanc	Cleaning of toilets and rubbish removal evacuation weekend	10,081.50
17-May-19	1741/1769-01	Compass Cleaning & Ground Maintenanc	Toilet cleaning at several areas	1,551.00
17-May-19	1741/3896-01	Country Bees Pty Ltd	Honey	80.00
24-May-19	1750/3085-01	Crowhurst Goodline Katherine NT	Replace tiles at Katherine Aquatic Centre	2,098.23
24-May-19	1750/3745-01	CSG Business Solutions Pty Ltd	Retail display carepack,VMR - April 201	235.40
31-May-19	1756/2772-01	Delta Water NT Pty Ltd TA Think Wat	125 100mm plastic popups irrigation	4,178.68
21-May-19	1743/1-01	Deputy Commissioner of Taxation	Payroll deductions	43,069.43
31-May-19	1756/3138-01	DJKC Bishop	DJ for Mayoral Ball	650.00
31-May-19	1756/425-01	Duncan Electrical Pty Ltd	Inspect and repair bore Civic Centre, led light retail and theatre room at VIC and inspect Sportsground bores	1,914.00
17-May-19	1741/425-01	Duncan Electrical Pty Ltd	Invest & repair fluoro lights and BMX club, call out pump septic tank repair, power lights for Carol by Candlelight and repair of bore pump Lindsay St complex	4,818.00
10-May-19	1738/425-01	Duncan Electrical Pty Ltd	Repair 2 aircon timers, repair to power supply at Tennis Club, repair to power at Ryan Park and adjust timer of aircon at CC	1,848.00
24-May-19	1750/425-01	Duncan Electrical Pty Ltd	Replace existing open fluoro lights	357.50
7-May-19	1736/425-01	Duncan Electrical Pty Ltd	Various electrical repairs at Showgrounds evacuation	12,188.00
10-May-19	1738/3413-01	EASA	EAP counselling session for April 2019	197.47
17-May-19	1741/3442-01	eMerge IT Solutions Pty Ltd T/As No	HDMI cable and DVI cable, cover for tablets, network management service agreement - May and April 2019, hosting services - May 2019, 4 x point to point data connection and nomadnet services for June 2019	10,646.01
10-May-19	1738/3442-01	eMerge IT Solutions Pty Ltd T/As No	HP Prodesk, 4 monitors, 3m cable	2,387.00
24-May-19	1750/3442-01	eMerge IT Solutions Pty Ltd T/As No	iPhone tough case and iPhone 8	1,168.00
31-May-19	1756/3442-01	eMerge IT Solutions Pty Ltd T/As No	Meter reads - CC, VIC, Library - May 2019, Ranger mobile phone and tablet screen protector	2,573.75
3-May-19	1735/3442-01	eMerge IT Solutions Pty Ltd T/As No	Nomadnet Monthly Services - May 2019, 2x Microsoft Go Ite and cover to suit and meter reads - CC, VIC and Library	5,597.48
3-May-19	1735/3840-01	Employsure Pty Ltd	HR & WHS consultancy	8,187.73
17-May-19	1741/3584-01	Ezko Property Services Pty Ltd	Cleaning of Civic Centre and Library - May 2019	3,694.06
3-May-19	1735/3584-01	Ezko Property Services Pty Ltd	Cleaning of VIC, Library and Civic Centre April 2019	5,265.86
24-May-19	1750/3584-01	Ezko Property Services Pty Ltd	Cleaning of VIC - May 2019	1,571.80
10-May-19	1738/3344-01	Fletchers Plumbing & Gas Fitting	Hydro excavate drain De Julia park	759.00
31-May-19	1756/3966-01	Foster & Kinship Carers Association	Refund of deposit	520.00
10-May-19	1738/2269-01	Gagudju Lodge Cooinda	VIC bookings	1,181.25
17-May-19	1741/2269-01	Gagudju Lodge Cooinda	VIC bookings	306.26
24-May-19	1750/2269-01	Gagudju Lodge Cooinda	VIC bookings	1,346.42
17-May-19	1741/3965-01	Gapuwiyak Culture and Arts Aborigin	VIC refund booking	167.00
24-May-19	1750/3486-01	GHD Pty Ltd	Stage 2 Closure Plan report WMF	2,200.00
31-May-19	1756/2014-01	Godinymayin Yijard Rivers Arts and	MOU Katherine Prize, Lambert Award and K	31,200.00
10-May-19	1738/2014-01	Godinymayin Yijard Rivers Arts and	Venue hire for Community Rates Forum 8 April	670.00
17-May-19	1741/3861-01	Gourmet Nation Pty Ltd	Kulbany, paperbark and postage	150.00
17-May-19	1741/3616-01	H Hotel	Staff accommodation	710.00
17-May-19	1741/3938-01	Hames Sharley NT	Design & documentation Sportsground	71,935.40
7-May-19	1736/3651-01	Harris Builders	Repairs to buildings at Showgrounds evacuation	20,295.00

**Katherine Town Council
EFT Payment Listing
For the Month of May 2019**

Date	Ref No	Payee	Description	Amount
17-May-19	1741/3958-01	Heath Motor Group	Seat covers Rangers ute, service to Toyota pl # 226 and detail to Hilux ute	1,129.39
3-May-19	1735/3253-01	HeliSpirit	VIC bookings	866.25
17-May-19	1741/3253-01	HeliSpirit	VIC bookings	822.50
24-May-19	1750/3253-01	HeliSpirit	VIC bookings	1,421.87
2-May-19	1734/2470-01	Hesta Super Fund	Superannuation-april2019-9	851.40
7-May-19	1736/461-01	Hire Power NT	Bobcat hire excav weekend evacuation	550.00
17-May-19	1741/461-01	Hire Power NT	Hot Springs Dingo digger and portable light tower hire	1,144.00
24-May-19	1750/461-01	Hire Power NT	One day hire for bob cat	660.00
17-May-19	1741/91-01	Hohns	BMX seating length round base and length	49.43
24-May-19	1750/91-01	Hohns	Bus stop Collins rd. bus stop	12.01
17-May-19	1741/3166-01	Horizontal Falls Seaplane Adventure	VIC bookings	1,622.00
24-May-19	1750/3166-01	Horizontal Falls Seaplane Adventure	VIC bookings	1,735.00
2-May-19	1734/2576-01	HostPlus Superannuation	Superannuation-april2019a-16	2,900.51
10-May-19	1738/3394-01	HWL Ebsworth Lawyers	Fees for Museum lease	396.00
24-May-19	1750/3746-01	Hy-Tec Industries (NT) Pty Ltd	3.5t cracker dust	103.51
10-May-19	1738/3746-01	Hy-Tec Industries (NT) Pty Ltd	Brickys sand	259.42
31-May-19	1756/3746-01	Hy-Tec Industries (NT) Pty Ltd	Emungalan road scalps	6,046.10
10-May-19	1738/3866-01	ibis Styles Katherine - Garrett	VIC bookings	128.62
17-May-19	1741/3866-01	ibis Styles Katherine - Garrett	VIC bookings	154.87
24-May-19	1750/97-01	Imparja Television	Advertising Tourism campaign	1,226.50
3-May-19	1735/3523-01	Impart Media Pty Ltd	Add coding to booking and confirmation webpage	93.50
10-May-19	1738/2293-01	Information Consultants Pty Ltd	Freedom of Information training Darwin 2 staff	1,980.00
2-May-19	1734/3321-01	ING DIRECT Living Super	Superannuation-april2019-40	1,806.54
10-May-19	1738/2919-01	Integrated Land Information System	2 Davis Crt records of admin	27.40
2-May-19	1734/2838-01	Intrust Super	Superannuation-april2019-28	136.35
2-May-19	1734/3140-01	IOOF- Pursuit Select Personal	Superannuation-april2019-34	112.73
3-May-19	1735/3926-01	JW Auto Repairs	Rego inspection CA85UQ	55.00
17-May-19	1741/2900-01	Kakadu Cultural Tours	VIC bookings	207.38
24-May-19	1750/2891-01	Kakadu National Park	Kakadu passes for April 2019	7,026.20
1-May-19	1733/2891-01	Kakadu National Park	March account for passes	1,974.57
17-May-19	1741/974-01	Katherine Auto Windscreens	Supply and fit windscreen to Kia Sorento	420.00
10-May-19	1738/1147-01	Katherine Betta Home	2 x white silver corner workstation	1,396.00
24-May-19	1750/3797-01	Katherine Christian Convention Inc	Refund of deposit hire cost	1,400.00
17-May-19	1741/3117-01	Katherine Community Market	Community Grant program 2018/2019	2,750.00
7-May-19	1736/1889-01	Katherine Lock and Key	Bi-lock and 2 keys Showgrounds evacuation	229.79
3-May-19	1735/1889-01	Katherine Lock and Key	Padlock and med shank 8 x spare keys	1,135.53
31-May-19	1756/1889-01	Katherine Lock and Key	Repair door handle and lock Stuart McDouall and replaced door and locks Turf Club	2,532.05
17-May-19	1741/1889-01	Katherine Lock and Key	Sportsground Don Dale room a repair lock	117.15
17-May-19	1741/835-01	Katherine Mitre 10	12m gal chain, welding tips, concrete, glue, primer, 7 pin plu and cutt off disc	736.08
31-May-19	1756/835-01	Katherine Mitre 10	50 pack of dust mask, pvc fittings, bbq cleaner and bolts	226.69
10-May-19	1738/835-01	Katherine Mitre 10	D shackles and tie downs, brushes, kero, cable ties and ropes	146.39
3-May-19	1735/835-01	Katherine Mitre 10	Safety glass, sign fixtures, cleaning items, safety items, spray paint	924.40
7-May-19	1736/835-01	Katherine Mitre 10	Showgrounds 13 garbage bins evacuation weekend	382.00
24-May-19	1750/835-01	Katherine Mitre 10	Wasp spray, straps and tape measure	111.74
10-May-19	1738/3130-01	Katherine Motel	VIC bookings	183.75
17-May-19	1741/3130-01	Katherine Motel	VIC bookings	288.75
3-May-19	1735/626-01	Katherine Office Supplies	Printing & stationery	604.55
10-May-19	1738/626-01	Katherine Office Supplies	Printing & stationery	293.00
17-May-19	1741/626-01	Katherine Office Supplies	Printing & stationery	529.02
24-May-19	1750/626-01	Katherine Office Supplies	Printing & stationery	466.95
31-May-19	1756/626-01	Katherine Office Supplies	Printing & stationery	1,727.91
3-May-19	1735/3366-01	Katherine Outback Experience	VIC bookings	590.62

**Katherine Town Council
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Date	Ref No	Payee	Description	Amount
17-May-19	1741/3366-01	Katherine Outback Experience	VIC bookings	1,102.49
31-May-19	1756/498-01	Katherine Plastering & Tiling	Pave 5 garden beds at Airport	4,224.00
10-May-19	1738/1422-01	Katherine Regional Arts	KTC Community Grants Junk Festival	5,500.00
17-May-19	1741/1422-01	Katherine Regional Arts	Solar screen for ANZAC film	1,500.40
8-May-19	1737/1002-01	Katherine Town Council Social Club	Payroll deductions	96.00
17-May-19	1741/3795-01	Katherine Traffic Control	ANZAC traffic control for parade	9,042.00
24-May-19	1750/1654-01	Katherine Tree Maintenance	2 loads of mulch delivered to cenotaph, contract slashing of roadside vegetation	73,306.00
10-May-19	1738/514-01	Katherine Vet Care Centre Pty Ltd	Vet fees	165.00
3-May-19	1735/3502-01	Kleen Yards Katherine	Hand mowers day hire and can of muck off	148.50
10-May-19	1738/525-01	Knotts Crossing Resort	VIC bookings	363.11
17-May-19	1741/525-01	Knotts Crossing Resort	VIC bookings	472.50
3-May-19	1735/2582-01	Kununurra Lakeside Resort	VIC bookings	525.00
10-May-19	1738/2093-01	Landmark	Trough broom prepare for event 27/04/2019	68.06
10-May-19	1738/3162-01	Lane Print & Post Lane Laser Printe	Disability Parking permits and freight	288.20
24-May-19	1750/477-01	LGANT Local Government Association	General conference CEO, Mayor and Alderman	585.00
31-May-19	1756/477-01	LGANT Local Government Association	Finance ref meeting - rates forum	110.00
10-May-19	1738/3527-01	LOGIQC Pty Ltd	Monthly subscription May 2019	378.40
17-May-19	1741/2324-01	MacDonnell Range Holiday Park	VIC bookings	863.62
10-May-19	1738/144-01	Macs Hire	1 month hire of trailer, hi vis vest, flashing car light and sachet for pressure cleaner	1,260.63
3-May-19	1735/144-01	Macs Hire	Items for works and services	356.60
24-May-19	1750/144-01	Macs Hire	Staff uniform	151.64
31-May-19	1756/144-01	Macs Hire	Signs Danger no Entry	315.99
17-May-19	1741/144-01	Macs Hire	Tandem axle car trailer 1-8 April 2019	469.51
3-May-19	1735/3414-01	MAGIQ Software Ltd	1 year licence software and maintenance	13,341.90
24-May-19	1750/1959-01	Manbulloo Homestead	VIC bookings	94.50
3-May-19	1735/2515-01	Marksies Stockmans Camp Tucker Nigh	VIC bookings	577.50
10-May-19	1738/2515-01	Marksies Stockmans Camp Tucker Nigh	VIC bookings	262.50
17-May-19	1741/2515-01	Marksies Stockmans Camp Tucker Nigh	VIC bookings	262.50
24-May-19	1750/2515-01	Marksies Stockmans Camp Tucker Nigh	VIC bookings	105.00
3-May-19	1735/3565-01	Mataranka Roadhouse	VIC bookings	175.00
31-May-19	1756/1322-01	McCoy's Garden Engineering	Mowing North and South parks plus Riverbank and lopping of trees on Giles to Fourth Street	9,597.50
10-May-19	1738/1322-01	McCoy's Garden Engineering	Mowing of Katherine East parks	1,036.59
3-May-19	1735/1322-01	McCoy's Garden Engineering	Museum trees, Rundle park and Power Crescent tree removal & stump grind	11,412.50
24-May-19	1750/2553-01	Messages On Hold	3 monthly invoice program and equipment	1,450.41
17-May-19	1741/3095-01	Miss C Fry	Grocery - Depot	80.70
24-May-19	1747/3095-01	Miss C Fry	Rates refund	100.00
24-May-19	1748/3095-01	Miss C Fry	Rates refund	2,540.00
10-May-19	1738/3677-01	Mode Design Corp PL	Consultancy for Hot Springs claim 4	4,056.25
27-May-19	1753/3187-01	Mr A Wilson	Rates refund	805.00
24-May-19	1750/3474-01	Mr G W Cooper	Staff flu vac	25.00
31-May-19	1757/3726-01	Mr J R Zellely	Alderman allowance May 2019	1,293.33
31-May-19	1757/3732-01	Mr J Raynor	Alderman allowance May 2019	1,293.33
10-May-19	1738/3907-01	Mr J Tag	Use of private car reimbursement	673.20
24-May-19	1750/3907-01	Mr J Tag	Staff uniform	103.09
31-May-19	1756/3802-01	Mr J Wright	Reimbursement of ASIC application fees	257.00
3-May-19	1735/3865-01	Mr M J McDonald	Issue of traffic management ID cards x 2	30.00
31-May-19	1757/3319-01	Mr P Gazey	Alderman allowance May 2019	1,293.33
31-May-19	1756/3898-01	Mr P Reeve	Refund of airfares for contract period	822.31
3-May-19	1735/3898-01	Mr P Reeve	Reimbursement car battery	255.00
10-May-19	1738/3830-01	Mr P Schubert	Travel allowance 26-30 March 2019	813.40
30-May-19	1754/3625-01	Mr S J Jackson	Rates refund	900.00
27-May-19	1752/3581-01	Mr S L Mannion	Rates refund	1,000.00
13-May-19	1739/3959-01	Mr W Daw	Refund of equipment deposit	145.00
24-May-19	1749/2726-01	Mrs C A Kerr	Rates refund	1,000.00
31-May-19	1757/1835-01	Mrs C F Miller	Alderman allowance May 2019	7,758.66

**Katherine Town Council
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Date	Ref No	Payee	Description	Amount
31-May-19	1756/3943-01	Mrs C McTaggart	Reimbursement Mayoral Ball expenses	89.30
31-May-19	1757/2644-01	Mrs E W Clark	Alderman allowance May 2019	1,940.00
16-May-19	1740/3963-01	Mrs Y Yunci	Refund of booking	32.00
17-May-19	1741/3957-01	Ms C A Anderson	Travel allowance Freedom of Info training	350.85
31-May-19	1756/3967-01	Ms E Bugden	VIC bookings	420.00
31-May-19	1756/3974-01	Ms K Biffin	Ochre card reimbursement	70.00
10-May-19	1738/3953-01	Ms K Hendry	VIC bookings	167.00
17-May-19	1741/3956-01	Ms S Clemow	Meal allowance for Freedom of Info training	350.85
10-May-19	1738/3955-01	Ms S Eiermann	Rates workshop travel and meal allowance	164.70
31-May-19	1757/1055-01	Ms T T Coutts	Alderman allowance May 2019	1,293.33
3-May-19	1735/3853-01	Ms V Wijesingha	Rates workshop travel and meal allowance	164.70
17-May-19	1741/193-01	Neil Mansell Transport Pty Ltd	Freight	385.00
3-May-19	1735/2409-01	Nitmiluk Tours	VIC bookings	6,179.61
10-May-19	1738/2409-01	Nitmiluk Tours	VIC bookings	20,633.16
17-May-19	1741/2409-01	Nitmiluk Tours	VIC bookings	23,644.08
24-May-19	1750/2409-01	Nitmiluk Tours	VIC bookings	3,116.31
31-May-19	1756/2409-01	Nitmiluk Tours	VIC bookings	13,612.23
17-May-19	1741/3595-01	Normist Pty Ltd T/A Katherine Tool	1 pack welding screen, kill rust, cans and spanner set	313.81
24-May-19	1750/3595-01	Normist Pty Ltd T/A Katherine Tool	3/8 Milwaukee impact driver	365.00
3-May-19	1735/3595-01	Normist Pty Ltd T/A Katherine Tool	Battery pack and impact wrench	405.00
31-May-19	1756/479-01	Norsign (NT) Pty Ltd	Extrusion black on white	334.40
31-May-19	1756/2750-01	North Australian News Pty Ltd	Have Your Say Dog Park Advertisement	146.60
3-May-19	1735/2750-01	North Australian News Pty Ltd	Position vacant and road closures ANZAC	963.53
17-May-19	1741/2750-01	North Australian News Pty Ltd	Public notice surveys, impounded cars	243.65
31-May-19	1756/3969-01	Orange County Pty Ltd - Top End Tro	6 x name badges	99.00
10-May-19	1738/3897-01	ORD Agricultural Equipment	Smart hitch Kubota tractor	1,349.57
10-May-19	1738/1722-01	Outback Holiday Parks Pty Ltd T/A	VIC bookings	341.25
17-May-19	1741/1722-01	Outback Holiday Parks Pty Ltd T/A	VIC bookings	148.75
24-May-19	1750/1722-01	Outback Holiday Parks Pty Ltd T/A	VIC bookings	682.50
7-May-19	1736/2767-01	Patow 24 Hour Tilt Tray Service	Bob Cat hire tow Showgrounds evacuation weekend	242.00
31-May-19	1756/2767-01	Patow 24 Hour Tilt Tray Service	Pick up supplies Landmark	121.00
17-May-19	1741/3962-01	Pine Tree Motel	VIC bookings	408.62
10-May-19	1738/3544-01	Pivotel Satellite Pty Ltd	Satellite phone - WMF Coordinator - April	15.00
3-May-19	1735/209-01	Power Projects	Reinstatement of lines caused by storm damage	4,128.78
17-May-19	1741/209-01	Power Projects	Streetlight maintenance	11,972.44
10-May-19	1738/3738-01	Pritchard Francis Consulting	Florina Rd guardrail and design review	1,025.75
17-May-19	1741/3949-01	Productivity Commission	Refund for hire Council Chambers 0105201	520.00
3-May-19	1735/3500-01	Puma Energy Australia Fuels Pty Ltd	2 x 205 lt opal fuel, dump diesel April 2019	4,658.20
17-May-19	1741/3500-01	Puma Energy Australia Fuels Pty Ltd	2500lters diesel Depot	2,958.23
3-May-19	1735/1247-01	Randazzo Properties Pty Ltd	After hours aircon Library	3,311.17
8-May-19	1737/3206-01	RemServ	Payroll deductions	1,392.84
23-May-19	1746/3206-01	RemServ	Payroll deductions	1,392.84
3-May-19	1735/219-01	Repco	Cans spray paint black matt, air compressor and liquid soap	732.85
2-May-19	1734/2389-01	Rest Superannuation	Superannuation-april2019-6	3,523.89
10-May-19	1738/2721-01	Rhads Security	Opening & closing Fun Pk gates - April 2019	3,044.20
24-May-19	1750/212-01	RJ Motors	90k service Mitsubishi Challenger, registration inspection to Kia Rio and Kubota tractor	1,013.75
31-May-19	1756/212-01	RJ Motors	Driving lights Mitsubishi Pajero	624.00
10-May-19	1738/212-01	RJ Motors	Rego inspection CC 42 EE	55.00
3-May-19	1735/212-01	RJ Motors	Rego Inspection Traxcavator WMF	125.00
17-May-19	1741/212-01	RJ Motors	Repair fuel leak Kubota tractor 910-656	146.08
31-May-19	1756/562-01	Rod & Rifle Pty Ltd Sporting Goods	Miscellaneous	80.75
7-May-19	1736/3136-01	Rowlands Investments Pty Ltd as Tru	Road base deliver for Showgrounds evacuation weekend	1,326.74
3-May-19	1735/226-01	Rowlands Quarry	Covered material deliver to dump	5,613.69
10-May-19	1738/226-01	Rowlands Quarry	Covered material deliver to dump	8,391.24
31-May-19	1756/226-01	Rowlands Quarry	Covered material deliver to dump	3,102.53
7-May-19	1736/2185-01	Scatt's Plumbing Services	Attend Showground evacuation	165.00
31-May-19	1756/2185-01	Scatt's Plumbing Services	Call out to investigate water leak sprinkler	220.00
17-May-19	1741/2185-01	Scatt's Plumbing Services	Leaking cistern male and female - Don Dale	443.85

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Date	Ref No	Payee	Description	Amount
10-May-19	1738/2185-01	Scatt's Plumbing Services	Supply and install hot water system at Depot	2,280.87
31-May-19	1756/1273-01	Scotmec Pty Ltd	Blades 48' Hustler ride on and whipper snipper line and head	491.77
3-May-19	1735/1273-01	Scotmec Pty Ltd	Canopy to suit Hustler mower	695.00
24-May-19	1750/1273-01	Scotmec Pty Ltd	Set of blades for Hustler 48'	126.60
10-May-19	1738/2222-01	SecurePay Pty Ltd	Web Payments - Post Paid Plan 2 - April	30.80
17-May-19	1741/2271-01	Shady Lane Tourist Park	VIC bookings	153.12
17-May-19	1741/3023-01	Shockless Electrical Services Pty L	Connect electricity to bore 2 at Sportsgrounds and crane hire for scoreboard removal	1,407.12
10-May-19	1738/3023-01	Shockless Electrical Services Pty L	Inspect bore 3 at KSG, repair and replace	550.00
10-May-19	1738/3954-01	Site Skills Training	OHS staff training	750.00
17-May-19	1741/3951-01	Skilled Line Marking	Linemarking of VIC carpark, Lindsay St crossing, Railway Tce and Tick Market	28,608.86
3-May-19	1735/3951-01	Skilled Line Marking	Car park lines and disabled Hot Springs	8,495.90
17-May-19	1741/3854-01	Society bt design	Digital and social media marketing campaign	3,053.16
17-May-19	1741/2951-01	Spectacular Jumping Crocodile Cruis	VIC bookings	196.87
10-May-19	1738/370-01	St John Ambulance	Staff training	176.00
2-May-19	1734/65-01	Statewide Super	Payroll deductions	10,942.92
3-May-19	1735/1294-01	Sterling NT Pty Ltd	Contract cleaning	3,748.75
10-May-19	1738/653-01	Sully Pty Ltd formerly trading as	Civic Centre tree inspection	7,150.00
3-May-19	1735/653-01	Sully Pty Ltd formerly trading as	Tree workshop - Depot staff and inspection of trees at Showgrounds	6,886.00
24-May-19	1751/2484-01	Suncorp Metway Ltd	3 months @2.35% term deposit	3,439,519.64
2-May-19	1734/2634-01	Sunsuper	Superannuation-april2019-19	928.62
3-May-19	1735/1018-01	Telstra	Telephone all areas	7,708.64
10-May-19	1738/3369-01	TenderLink	Hot Springs advertising tenders	184.80
24-May-19	1750/3964-01	Territory Construction Services Pty	T18-10 Florina road culvert and grade rails claim 1	132,122.05
7-May-19	1736/2887-01	Territory Rural	10kg urinal tablets evacuation weekend and cleaning supplies - Showgrounds evacuation	2,139.50
31-May-19	1756/2887-01	Territory Rural	2 x 20 ltr Glyphix max, bleach and dog food	442.20
24-May-19	1750/2887-01	Territory Rural	90mtr roll towel and jumbo toilet paper VIC, Airport and Showgrounds	393.39
10-May-19	1738/2887-01	Territory Rural	Dog food, bin liners and 20lrs oil and washroom cleaner	460.58
17-May-19	1741/2887-01	Territory Rural	Toilet rolls and jumbo single	520.87
3-May-19	1735/2001-01	Territory Springwater AU Pty Ltd	15 litre bottles water x 8 WMF	124.00
31-May-19	1756/2001-01	Territory Springwater AU Pty Ltd	Water at the WMF	62.00
10-May-19	1738/3006-01	Terry's Auto Electrical &	Re-gas aircon Massey tractor	187.50
31-May-19	1756/3419-01	The Big Mower (NT) Pty Ltd	2 back pack blowers	1,900.00
17-May-19	1741/3419-01	The Big Mower (NT) Pty Ltd	Backpack blower Stihl BR700Z	999.00
31-May-19	1756/1635-01	The Educational Experience Pty Ltd	Books for Library	218.46
3-May-19	1735/949-01	The Historical Society of Katherine	Ground maintenance - Jan - March 2019	5,549.25
10-May-19	1738/3717-01	The Pouncing Fox	16 cushion covers and 1 book cover	356.00
3-May-19	1735/3604-01	The Sweetest Things	ANZAC Day dawn service wreath	250.00
17-May-19	1741/3604-01	The Sweetest Things	Flowers	70.00
10-May-19	1738/2923-01	Top Didj & Art Gallery	VIC bookings	131.25
17-May-19	1741/2923-01	Top Didj & Art Gallery	VIC bookings	131.25
31-May-19	1756/3968-01	Top End Health Services	Staff medical scan dog attack	47.70
31-May-19	1756/262-01	Top End Rural Services	Irrigation supplies	379.96
17-May-19	1741/262-01	Top End Rural Services	Polly joiner 50ml	188.10
10-May-19	1738/262-01	Top End Rural Services	Pump bore motor Tick Market bore	1,147.85
24-May-19	1750/263-01	Top News	Newspapers - VIC - April 2019	527.59
3-May-19	1735/263-01	Top News	Newspapers - CC - April 2019	324.38
23-May-19	1745/1712-01	Transpacific Cleanaway Pty Ltd	240ltr garbage bins - evacuation weekend Showgrounds	2,383.26
7-May-19	1736/1712-01	Transpacific Cleanaway Pty Ltd	Evacuation centre rubbish pick up daily including skip bins	576.23
24-May-19	1750/1712-01	Transpacific Cleanaway Pty Ltd	Garbage collection fees - April 19	29,307.67
24-May-19	1750/3812-01	Tyre Power	Fit 2 rear tyres to Toyota ute	367.00
31-May-19	1756/3812-01	Tyre Power	Replace tilt trailer left hand side tyre	225.00
17-May-19	1741/3812-01	Tyre Power	Supply and fit 4 tyres, wheel balance, 2 x light tyres fitted and onsite tyre repairs at Showgrounds	1,727.50
2-May-19	1734/2941-01	Unisuper	Superannuation-april2019-31	598.68

**Katherine Town Council
EFT Payment Listing
For the Month of May 2019**

Date	Ref No	Payee	Description	Amount
17-May-19	1741/2658-01	United Card Services Pty Ltd	Fuel April 2019	3,307.36
3-May-19	1735/2658-01	United Card Services Pty Ltd	March fuel cards	3,295.90
2-May-19	1734/3899-01	VicSuper	Superannuation-april2019-52	1,169.23
2-May-19	1734/3848-01	WA Super -Super solutions	Superannuation-april2019-51	487.98
21-May-19	1742/683-01	Westpac Banking Corporation	3 months 2.50% term deposit	4,713,344.27
3-May-19	1735/2924-01	Wetland Explorer Cruises	VIC bookings	122.50
17-May-19	1741/630-01	Woolworths Limited	Depot grocery supplies	295.33
24-May-19	1750/630-01	Woolworths Limited	National sims story time and morning tea	65.65
10-May-19	1738/630-01	Woolworths Limited	VIC supplies and mums day shopping	157.50
17-May-19	1741/3385-01	Wright Express Australia Pty Ltd	Fuel cards April 2019	714.16
3-May-19	1735/3385-01	Wright Express Australia Pty Ltd	Fuel cards for March 2019	604.60
17-May-19	1741/3961-01	Wurth Australia Pty Ltd	Ultra launch pack, hand cleaner dispense	444.27
3-May-19	1735/3873-01	Yaanma Services Pty Ltd	Cleaning of council facilities - April 2	1,075.89
17-May-19	1741/3873-01	Yaanma Services Pty Ltd	Extra cleaning of Lindsay St complex on	220.00
10-May-19	1738/71-01	YMCA of the Northern Territory Ltd	T18-08 Aquatic Centre Management - May 2	27,010.00
3-May-19	1735/71-01	YMCA of the Northern Territory Ltd	Youth Week prizes - passes for Aquatic centre	102.00
10-May-19	1738/3505-01	Zurich Australian Insurance Ltd	Excess Traxcavator damage claim 2728	500.00

Katherine Town Council Payroll Payment Listing For the Month of May 2019			
Date	Payee	Description	Amount
8-May-19	All staff	Pay period ended 5/05/2019	\$ 115,821.86
21-May-19	All staff	Pay period ended 19/05/2019	\$ 118,872.46
8-May-19	staff#192	Backpay	\$ 3,989.85
31-May-19	staff#383	AL cashed out	1,042.39
		Total	\$ 239,726.56



REPORT

FOLDER: Works / Reports / Reports 2019 / OCM General Reports

MEETING: ORDINARY COUNCIL MEETING – 25 JUNE 2019

REPORT TITLE: DISPOSAL OF OBSOLETE PROPERTY – MOTOR VEHICLES

Purpose of Report

To request from Elected Members permission for the disposal of assets (motor vehicles).

Background

In accordance with Local Government Act (Financial Regulations) and Katherine Town Council's Disposal of Asset Policy Council is required to write off money, property or assets.

Therefore; it is requested that permission be given to dispose of the following obsolete motor vehicles by trade in / tender or auction.

Asset Number	Asset type/Description	Reason for Disposal
51403	Bitumen trailer	Excessive repairs required
181	Toyota Hilux ute	Excessive repairs required, replacement as per council guidelines
182	Toyota Hilux ute	Excessive repairs required, replacement as per council guidelines
183	Toyota Hilux ute	Excessive repairs required, replacement as per council guidelines
188	Great Wall ute	Excessive repairs required
211	Isuzu Hook truck	Excessive repairs required, replacement as per council guidelines, new truck has been purchased
512	Kubota ATV 4x4	Excessive repairs required, replacement as per council guidelines
513	Polaris ATV 4x4	Excessive repairs required, replacement as per council guidelines
216	Kubota Zero turn mower	Excessive repairs required, replacement as per council guidelines

OFFICER RECOMMENDATION

That it be recommended to Council that:

The Elected Members approve the disposal of the above motor vehicle/s.

Robert Jennings
CHIEF EXECUTIVE OFFICER

Delegation: Executive Manager Infrastructure and Environment, Peter Reeve



REPORT

FOLDER: Local Governance / Council Meetings / Infrastructure & Environment Reports

MEETING: ORDINARY MEETING OF COUNCIL – 25 JUNE 2019

REPORT TITLE: POSSIBLE CLOSURE OF RIGHT-OF-WAY 10 AND 11 HIBISCUS COURT, KATHERINE EAST

Purpose of Report

To seek endorsement from Council to commence the process for the possible closure of the right-of-way that runs between 10 and 11 Hibiscus Court, Katherine East.

Background

A request was recently received from the owner of 10 Hibiscus Court to have the pedestrian right-of-way that runs between Hibiscus Court and the reserve behind his property be permanently closed. This right-of-way runs along the side boundary of his property and 11 Hibiscus Court.

An onsite inspection and discussion with the owner shows an area that has been subjected to much graffiti and abuse by members of the public. Further investigation reveals that this matter was raised by the complainant in 2014. Police have also indicated their support for such a closure.

Council has the power under the Local Government Act, Part 12.3 Roads:

187 Closing of Roads

- (1) A Council may temporarily or permanently close a road, or a part of a road under its care, control and management.
- (2) However, a road or part of a road is not to be permanently closed under subsection (1) unless:
 - (a) Any relevant procedural requirements prescribed by regulation have been satisfied; and
 - (b) The following Minister's consent:
 - (i) The Minister responsible for the administration of the Control Roads Act;
 - (ii) The Minister responsible for the administration for this Act.
- (3) Subject to any contrary agreement between a Council and the Minister, if a road under the care, control and management of a Council is vested in the Territory, and the road is permanently closed, the land comprising the road vests in the Council in fee simple.

The Local Government Regulations require Council to:

- (1) Give public notice of the proposal on its website
- (2) Invite submissions from the public regarding the proposal within a reasonable period (at least 28 days)
- (3) Council must consider submissions received in accordance with the invitation
- (4) Council then submits the proposal for a permanent closure to the Minister for consent with evidence of the steps taken and copies of the submissions received.

OFFICER RECOMMENDATION

That it be recommended to Council that:

1. Public notice be given on the Council website of the proposal to permanently close the existing right-of-way that runs between 10 and 11 Hibiscus Court, Katherine East.
2. Invite submissions from the public regarding the proposal within a twenty eight (28) day period.
3. That a further report be provided to Council based on the submissions received.



Robert Jennings
CHIEF EXECUTIVE OFFICER

Delegation:

Executive Manager Infrastructure & Environment, Peter Reeve

10 Hibiscus Court

Write a description for your map.

Legend

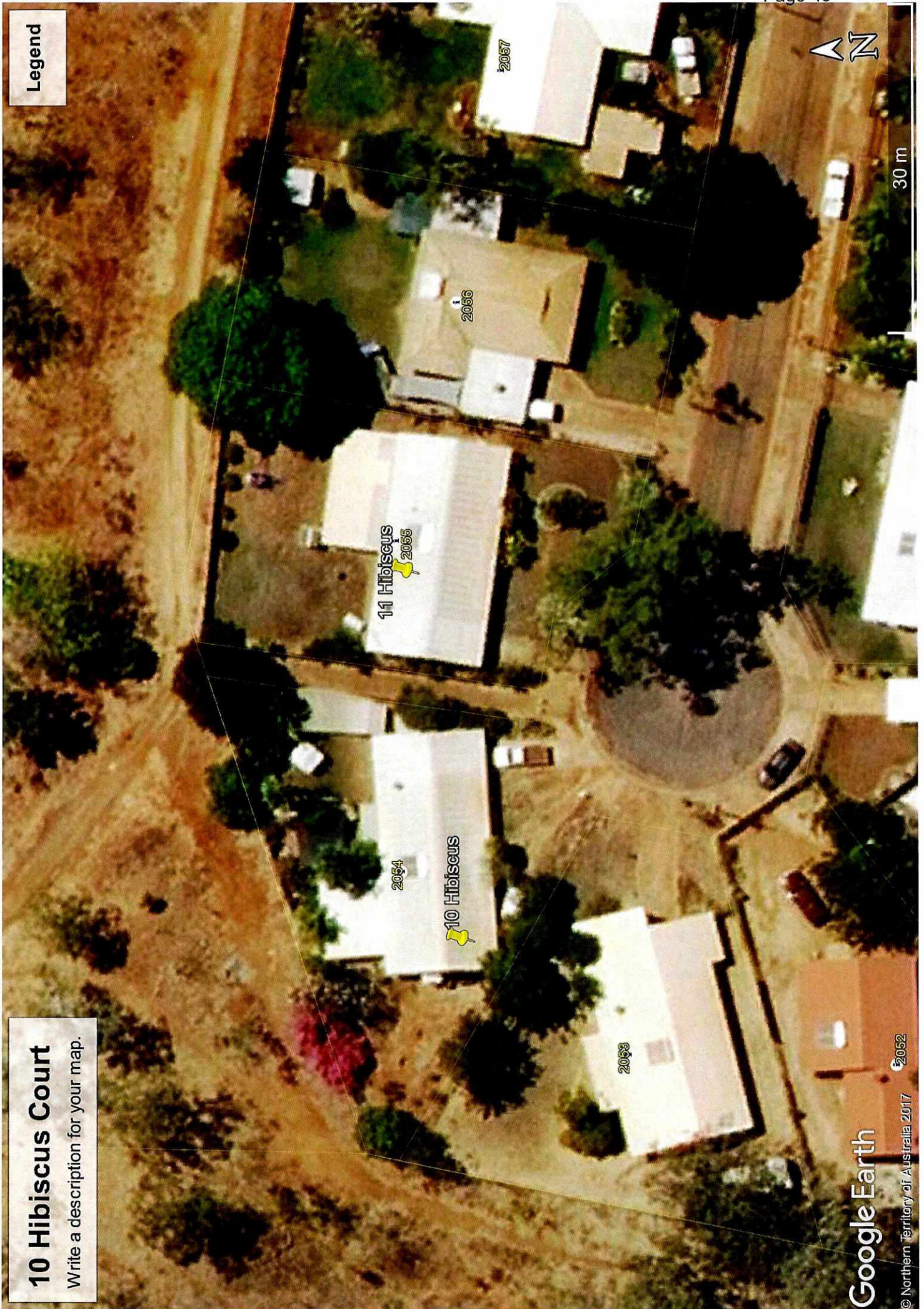


© Northern Territory of Australia 2017

10 Hibiscus Court

Write a description for your map.

Legend



Google Earth

© Northern Territory of Australia 2017

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REPORT

FOLDER: FINANCE / GRANT FUNDING / DEPARTMENT OF TRADE,
BUSINESS AND INNOVATION

MEETING: ORDINARY MEETING OF COUNCIL – 25 JUNE 2019

REPORT TITLE: REGIONAL DEVELOPMENT FUND FUNDING AGREEMENT –
KATHERINE PROMOTIONAL VIDEO

Purpose of Report

To seek Council's endorsement to apply the Common Seal to the Regional Economic Development Fund Agreement for the development of promotional video for Katherine between the Department of Trade, Business and Innovation and Katherine Town Council.

Background

Through the Regional Economic Development Fund, the Department of Trade, Business and Innovation had committed \$30,000 (excluding GST) for the development and distribution of a promotional video that aids in supporting economic development, investment and employment opportunities. In order to receive the funding Council must complete the funding agreement and attach the common seal.

The total cost of the project in consultant fees was around \$40,000. We thank the Northern Territory Government for their ongoing support.

The project is now being prepared for release around July 2019.

OFFICER RECOMMENDATION

That it be recommended to Council:

That the Mayor and Chief Executive Officer be authorised to affix the Common Seal on the Funding Agreement for the Katherine promotional video between the Department of Trade, Business and Innovation and Logistics and Katherine Town Council.

Robert Jennings
CHIEF EXECUTIVE OFFICER

Delegation: Executive Manager – Corporate & Community Development, Ms Rosemary Jennings
Attachment: Funding Agreement – Regional Economic Development Fund – Department of Trade,
Business and Innovation

FUNDING AGREEMENT

BETWEEN:

**NORTHERN TERRITORY OF AUSTRALIA CARE OF ITS AGENCY THE
DEPARTMENT OF TRADE, BUSINESS AND INNOVATION**

AND:

KATHERINE TOWN COUNCIL

DATED THE _____ DAY OF _____ 2019

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DETAILS

PARTIES

NORTHERN TERRITORY OF AUSTRALIA care of its agency the Department of Trade, Business and Innovation (**ABN 84 085 734 992**) ("**Territory**")

Address for service of notices:	Contact Person:	Bill Sankey Executive Director Regions
	Physical address:	11 Leichhardt Terrace (Todd Mall) Alice Springs Northern Territory 0870
	Postal address:	PO Box 8470 Alice Springs Northern Territory 0871
	Telephone:	08 8951 5785
	Email:	Bill.Sankey@nt.gov.au

AND

KATHERINE TOWN COUNCIL (ABN 47 836 889 865) ("**The Recipient**")

Address for service of notices:	Contact Person:	Robert Jennings CEO
	Physical address:	Lot 1865 Stuart Hwy, Katherine NT 0850
	Postal address:	PO Box 1071 Katherine, NT, 0851
	Telephone:	(08) 8972 5500
	Email:	Robert.Jennings@ktc.nt.gov.au

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

In this Agreement unless a contrary intention appears:

- (a) **Agreement** means this document, and a reference to a clause, schedule, item, attachment or annexure is a reference to a recital, clause, schedule, Item, attachment or annexure of or to this Agreement;
- (b) **Asset** means any item of personal, real or incorporeal property, with a price or value of \$1,000 or more (inclusive of GST), and which has been purchased, leased, created, acquired or otherwise brought into existence wholly or in part with the Funding;
- (c) **Business Day** means a day which is not a Saturday, Sunday or public holiday in the place where the Funding is provided;
- (d) **Date of this Agreement** means the date written on the front page of this Agreement, or if no date or more than one date is written there, then the date the last party to sign this Agreement does so;

- (e) **Employees** means any employees, staff, officers, consultants, volunteers, personnel or other persons employed or engaged by the Recipient to perform any activities related in any way to the Purpose or this Agreement, whether paid or not;
- (f) **Funding** means the total amount of funding the Territory will pay the Recipient during the Term, as set out in Item 1, and, includes the whole or any part of the Funding and any interest accrued on the investment of the Funding or any part of it;
- (g) **Information** includes documents, software, information and data stored, provided or disclosed by any means, whether electronic, written or otherwise, and where relevant, includes information provided verbally or visually.
- (h) **Interest Rate** means the Interest Rate specified in Item 5 (if any), or such other Interest Rate as the Territory may notify the Recipient of from time to time;
- (i) **Item** means an Item in Schedule 1 of this Agreement;
- (j) **Purpose** means the purpose for which the Funding may be used as outlined in Item 2;
- (k) **Records** means all or any of the Information required to be kept, maintained or created by the Recipient pursuant to this Agreement (including, but not limited to, the Reports and any Information required pursuant to clauses 8.1 or 8.2), and any other Information kept, maintained or created by the Recipient which is relevant in any way to the operation of the Recipient, this Agreement, the Funding, or the Purpose;
- (l) **Reports** means the reports, statements and information specified in Item 4 which the Recipient must provide to the Territory pursuant to clause 8.2;
- (m) **Schedule** means a Schedule to this Agreement;
- (n) **Term** means the Term of this Agreement pursuant to clause 2.

1.2 Interpretation

In this Agreement, unless the contrary intention appears:

- (a) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (b) words importing the singular number include the plural number and vice versa;
- (c) words importing any gender include all other genders;
- (d) the word “including” is not a word of limitation, and is to be interpreted as though it were immediately followed by the words “but not limited to”;
- (e) where a clause in this Agreement provides that an action requires consent, approval, agreement, authorisation, permission or words of similar effect (“Consent”), then that Consent must be given or obtained in writing to be effective;
- (f) if an act must be done on a day which is not a Business Day, that act must be done on the immediately following Business Day;
- (g) headings and sub-headings have been included for ease of reference only and this Agreement is not to be construed or interpreted by reference to such headings or sub-headings;
- (h) a reference to party or parties means a party or the parties to this Agreement, and includes the officers, employees, agents and subcontractors of that party (and in the case of the Recipient, the Recipient’s Employees), and the party’s successors and permitted substitutes or assigns (including, where applicable, any party’s legal personal representative, guardian, executor, administrator, transferee, assignee, agent, liquidator or trustee in bankruptcy), all of whom are, respectively, bound by this Agreement;

- (i) a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;
- (j) a reference to a person, partnership, body corporate, unincorporated body, government or local authority or agency or other entity includes any of them;
- (k) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (l) a reference to an agreement or document (including, without limitation a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, notated or replaced, except to the extent prohibited by the Agreement or that other agreement or document;
- (m) no rules of construction apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this document or any part of it; and
- (n) a reference to dollars and \$ is to Australian currency.

1.3 Conflict and precedence

If there is a conflict between any Background clause (recital), clause, schedule, item, attachment or annexure in this Agreement, the provisions or documents will be interpreted in the following order of priority from highest to lowest, and the terms of a higher ranked provision or document will prevail over a lower ranked provision or document to the extent of the inconsistency:

- (a) Special Conditions, if any, set out in Schedule 2;
- (b) clauses of this Agreement;
- (c) Schedule 1;
- (d) other Schedules;
- (e) attachments or annexures;
- (f) documents incorporated into this Agreement by reference.

2. TERM OF AGREEMENT

This Agreement commences on the Date of this Agreement and unless terminated earlier in accordance with this Agreement, will expire on the date when the Recipient has provided the Territory with everything required to fully acquit the Funding pursuant to clause 8.2.

3. RECIPIENT'S ACCOUNT

- (a) The Recipient must notify the Territory in writing of the details of the Recipient's bank account (the **Recipient's Account**), before the Territory will be obliged to pay the Funding.
- (b) Unless the Territory otherwise agrees in writing, the Recipient's Account must be held with an authorised deposit-taking institution under the Banking Act 1959 (Cth) ("**ADI**"), in an account under the Recipient's sole name and control.

4. FUNDING

4.1 Payment of Funding

Subject to this Agreement, the Territory will pay the Recipient the Funding in the manner set out in Item 1, for the Purpose.

4.2 Use of Funding

- (a) The Recipient must:

- (i) use the Funding (including any interest earned on the Funding), solely for the Purpose in accordance with this Agreement; and
 - (ii) ensure that any amount of the Funding not immediately required for expenditure is held in the Recipient's bank account, and any interest earned on those monies is applied and accounted for as though it formed part of the Funding provided by the Territory.
- (b) Except with the Territory's prior written approval, the Recipient must not use the Funding, this Agreement or any of the Territory's obligations under this Agreement as any form of security for the purpose of obtaining or complying with any form of loan, credit, payment or other interest.

5. THE PURPOSE

5.1 General Conduct of the Purpose

- (a) The Recipient must:
- (i) carry out the Purpose during the Term diligently, effectively, in a proper and workmanlike manner (where applicable), to a high professional standard and in accordance with this Agreement, Australian Standards, and the provisions of any relevant statutes, regulations and by-laws in force from time to time;
 - (ii) comply with any specific measures specified in Item 7;
 - (iii) comply, in a timely fashion, with all reasonable requests or directions of the Territory in respect of the Funding and the Purpose.

5.2 Meetings

During the Term the Recipient must, and must ensure that the Recipient's Employees and any subcontractors, if requested by the Territory:

- (a) participate in such meetings between the Recipient, the Territory, representatives of the Territory, and/or such other third parties as the Territory may reasonably request from time to time; and
- (b) provide such information (in writing if requested) as is reasonably requested by the Territory, relating to the conduct and progress in respect of the Purpose.

6. ASSETS

The Recipient must not use the Funding to acquire or create any other Asset, other than those Assets (if any) clearly detailed in the Purpose, without the prior written approval of the Territory, which approval may be given subject to such conditions as the Territory considers appropriate.

7. INSURANCE, RISK, RELEASE AND INDEMNITY

7.1 Insurance

- (a) The Recipient must take out and keep in force, for so long as any obligations remain in connection with this Agreement, insurance policies (noting the interest of the Territory, if applicable), for all matters, and for not less than the minimum amounts, specified in Item 3.
- (b) The Recipient must provide the Territory with a copy of the Recipient's insurance policies, or a copy of a certificate of currency for the policies, required by this clause within 5 Business Days of any request by the Territory.
- (c) The Recipient must not do or omit to do or permit to be done or omitted any act where any insurance required under this clause 7.1 may be rendered void or voidable.

7.2 Risk

The Recipient accepts all risks in respect of this Agreement and the Purpose, including (without limitation) the risk of:

- (a) the actual cost of the Purpose being greater than anticipated;
- (b) the Purpose not being completed in accordance with the requirements of any contract between the Recipient and any third party;
- (c) all liabilities associated with:
 - (i) occupational health and safety;
 - (ii) environmental issues; and
 - (iii) payments and liabilities to third parties, including to contractors and subcontractors; and
- (d) compliance with all laws relating to the Purpose and the Recipient's obligations under this Agreement.

7.3 Release

The Recipient releases to the full extent permitted by law, the Territory and its officers, employees, agents, subcontractors, visitors and invitees (in this clause referred to as **Those Released**) from all responsibility or liability for the risks referred to in clause 7.2, loss of or damage to any property, or injury or death to any person, or any other loss or damage whatsoever, arising out of any involvement of Those Released pursuant to this Agreement.

7.4 Indemnity

- (a) The Recipient indemnifies (and keeps indemnified) the Territory and its officers, employees, agents, subcontractors, visitors and invitees (in this clause referred to as **Those Indemnified**) against any:
 - (i) loss, damage or other liability incurred by Those Indemnified; and
 - (ii) loss or expense incurred by Those Indemnified in dealing with any claim against them, (including legal costs on a solicitor and own client basis),that is caused or contributed to or arises from or in connection with:
 - (iii) the risks referred to in clause 7.2;
 - (iv) an act or omission by the Recipient, or any of the Recipient's officers, Employees, agents, volunteers, visitors or invitees in connection with this Agreement or the Purpose, where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense; and/or
 - (v) a failure by the Recipient to comply with any or all of the Recipient's obligations under this Agreement.
- (b) The Recipient's liability to indemnify the Territory under this clause 7.4 will be reduced proportionately to the extent that any negligent act or omission of the Territory contributed to the relevant liability, loss, damage or expense.
- (c) The right of the Territory to be indemnified under this clause
 - (i) is in addition to, and not exclusive of, any other right, power or remedy provided by law; and
 - (ii) does not entitle the Territory to be compensated in excess of the amount of the relevant liability, loss, damage, or expense.
- (d) The Recipient agrees that the Territory will be taken to be acting as agent or trustee for and on behalf of its officers, employees and agents from time to time solely for the purpose of those officers, employees and agents being able to enforce this clause 7.4.

- (e) The Recipient must, if requested by the Territory, execute all documents or take all actions required to provide the benefit of the indemnities given in this clause to any third party the Territory reasonably requires.

7.5 Survival

This clause 7 survives the expiration or early termination of this Agreement.

8. RECORDS, REPORTING AND ACQUITTAL

8.1 Records

The Recipient must, at its own expense:

- (a) clearly identify the receipt and expenditure of the Funding within its accounting Records separately from all other monies, so that at all times the Funding is identifiable and ascertainable;
- (b) keep financial and other Records relating to the Funding to enable:
 - (i) a complete and detailed report and explanation of the expenditure of the Funding on the Purpose and whether the Funding was properly expended for the Purpose;
 - (ii) the Recipient to provide the Reports in compliance with clause 8.2(a);
 - (iii) all receipts and payments to be identified in the Recipient's accounts and reported in accordance with this Agreement;
 - (iv) the preparation of General Purpose Financial Statements in accordance with the Australian Accounting Standards; and
 - (v) an audit of the accounts and records in accordance with the Australian Auditing Standards;
- (c) ensure that all Records and accounts comply with the accounting principles applied to government and as required by law; and
- (d) provide the Records described in subclauses 8.1(a) and 8.1(b) to the Territory, upon the reasonable request of the Territory, and within ten (10) Business Days of the request.

8.2 Reporting and Acquittal Requirements

- (a) The Recipient must provide the Territory with the Reports as specified in Item 4.
- (b) The Territory may, in its absolute discretion, give the Recipient a notice requiring the Recipient to resubmit any of the Reports, and the Recipient must resubmit the relevant Report within the time, and in accordance with any request, specified in the notice.
- (c) If:
 - (i) the Recipient fails to submit or resubmit a Report under clauses 8.2(a) or 8.2(b) in the time or manner required, or at all, or
 - (ii) the Territory considers that the Report is still deficient in some way, the Territory may, in its absolute discretion:
 - (iii) take steps under clause 8.2(b); or
 - (iv) take action under clause 15.1.

8.3 Retention, Inspection and Audit of Records

- (a) The Recipient must keep all Records for a period of six (6) years after the expiry or earlier termination of this Agreement.
- (b) The Recipient must, at all reasonable times, give to the Territory and persons authorised by the Territory, permission to inspect and take copies of all Records, and

in this respect the Recipient must fully cooperate with, and provide all assistance reasonably requested by, the Territory.

- (c) The Territory may engage a third party to inspect and audit the Recipient's Records at any time during the period specified in subclause 8.3(a).
- (d) The cost of any audit under clause 8.3(c) will be borne by the Territory, unless the responsible auditor determines that there is a material discrepancy pursuant to clause 8.3(e), in which case the Recipient will bear the cost of the audit.
- (e) The decision as to whether any discrepancy is material for the purposes of determining whether the Recipient has breached this Agreement will lie with the responsible auditor, in their absolute discretion.

9. CONFIDENTIAL INFORMATION

9.1 Definitions

In this clause:

- (a) **Confidential Information** means any Information:
 - (i) which is by its nature confidential;
 - (ii) which is designated as confidential by the person by or for whom the Information is provided;
 - (iii) which a party knows, or ought to know, is confidential;
 - (iv) which is Personal Information under clause 10; or
 - (v) which is agreed between the parties after the Date of this Agreement as constituting Confidential Information for the purposes of this Agreement;

and includes the terms (but not the existence) of this Agreement, but excludes Information which:

 - (vi) is or becomes public knowledge other than by:
 - A. fault of a party;
 - B. breach of this Agreement; or
 - C. any other unlawful means;
 - (vii) was already in the possession of the party who receives the Information (the "**Receiving Party**") without restriction in relation to disclosure before the other party gave it to the Receiving Party; or
 - (viii) had already been independently developed or acquired by the Receiving Party before the other party gave it to the Receiving Party; and
- (b) **Intellectual Property** means all intellectual property rights including patents, copyright, rights in circuit layout, registered designs, trademarks and any right to have Confidential Information kept confidential.

9.2 Confidential Information

- (a) Subject to subclause 9.2(c), a party must not, without the prior written consent of the other party, use or disclose any Confidential Information.
- (b) In giving written consent to use or disclose its Confidential Information, a party may impose such conditions as it thinks fit, and the other party agrees to comply with those conditions.
- (c) The obligations on a party under this clause 9 will not be breached where that Confidential Information:

- (i) is disclosed by a party to its employees, agents or subcontractors, solely in order to comply with obligations, or to exercise rights, under this Agreement, or is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Agreement-related activities;
- (ii) is disclosed by the Territory to the Parliament, the Administrator, Cabinet, a Minister or any Parliamentary, Ministerial or Cabinet Committee of the Territory;
- (iii) is authorised or required by law to be disclosed; or
- (iv) is in the public domain otherwise than due to a breach of this clause 9.

9.3 Survival

This clause 9 will survive the expiration or earlier termination of this Agreement.

10. PERSONAL INFORMATION

10.1 Definitions

In this clause:

- (a) **Act** means the *Information Act* (NT);
- (b) **Personal Information** means all Information about a person that is "personal information" as defined in the Act which is collected and/or handled by any of the parties in connection with this Agreement; and
- (c) **Privacy Laws** means:
 - (i) the Act; and
 - (ii) the Information Privacy Principles set out in the Act or any 'code of practice' approved under the Act that applies to any of the parties to this Agreement.

10.2 Protection of Personal Information

The Recipient agrees:

- (a) to deal with all Personal Information collected or obtained pursuant to this Agreement in a manner which is consistent with the Privacy Laws and any other relevant privacy legislation, as if the Recipient were a public sector organisation pursuant to section 5(7) of the Act;
- (b) to ensure that any of the Recipient's Employees, agents or subcontractors, and any other person who may have access to Personal Information held by the Recipient, are aware of and undertake to not access, use, disclose or retain Personal Information except in performing their duties of employment, agency or subcontract;
- (c) to ensure that any subcontract entered into by it for the purpose of fulfilling its obligations under this Agreement will contain provisions to ensure that the subcontractor has the same awareness and obligations as the Recipient has under this clause, including this requirement in relation to subcontracts;
- (d) to collect, use, disclose or otherwise deal with Personal Information only for the purposes of fulfilling the Recipient's obligations under this Agreement;
- (e) at the expiration or earlier termination of this Agreement, or such longer period as any Personal Information is required to be held or retained by the Recipient pursuant to this Agreement, to either return to the Territory, or at the Territory's request, delete or destroy, all Personal Information received, created or held by the party for the purposes of this Agreement; and
- (f) to indemnify the Territory in respect of any liability, loss or expense incurred arising out of or in connection with a breach of the obligations of the Recipient under this clause.

10.3 Survival

This clause 10 will survive the expiration or earlier termination of this Agreement.

11. INTELLECTUAL PROPERTY

11.1 Definitions

In this clause:

- (a) **Agreement Information** means all Information:
 - (i) brought into existence under or in accordance with this Agreement or for the purpose of performing the Services under this Agreement;
 - (ii) incorporated in, supplied or required to be supplied along with the Information referred to in clause 11.1(a)(i); or
 - (iii) copied or derived from Information referred to in clauses 11.1(a)(i) or 11.1(a)(ii);
- (b) **Intellectual Property** means all intellectual property rights including patents, copyright, rights in circuit layout, registered designs, trademarks and any right to have Confidential Information under clause 9 kept confidential;
- (c) **Territory Information** means any Information provided by the Territory to the Recipient directly or indirectly for the purposes of this Agreement, or which is copied or derived from Information so provided, and includes all Confidential Information pursuant to clause 9.

11.2 Territory Information

- (a) Ownership of all Territory Information remains vested at all times in the Territory.
- (b) The Recipient must ensure that Territory Information is used, copied, supplied or reproduced only for the purposes of fulfilling the Recipient's obligations under this Agreement.
- (c) If the Territory advises the Recipient of any restrictions or conditions attached to the Territory Information, the Recipient must only use that Territory Information in accordance with those conditions.
- (d) On the expiry or sooner termination of this Agreement, the Recipient must (at the Territory's option) return to the Territory, or delete or destroy, all Territory Information remaining in the possession or control of the Recipient.

11.3 Intellectual Property

- (a) Subject to clause 11.3(b), the intellectual property resulting from the Purpose, and all other Agreement Information will vest in the Recipient.
- (b) The Recipient grants to the Territory perpetual, irrevocable, royalty-free and licence fee-free, worldwide, non-exclusive licences to use, copy and exploit, for non-commercial purposes:
 - (i) the Reports provided in accordance with clause 7 and any other information or material which the Recipient is required to provide to the Territory under this Agreement; and
 - (ii) any other information or material provided by the Recipient to the Territory in connection with the Approved Project, unless the Recipient expressly states that no licence is intended to be granted in respect of that information or material or that information is marked as Confidential Information as per clause 9.

11.4 Existing Information

- (a) In this clause 11.4, Existing Information means all Information in existence prior to the Date of this Agreement that is:
 - (i) incorporated in;
 - (ii) supplied with, or as part of; or
 - (iii) required to be supplied with, or as part of,
 the Agreement Information, by or on behalf of the Recipient.
- (b) The Recipient grants, or undertakes to arrange for a third party to grant to the Territory, a perpetual, irrevocable, royalty-free and licence fee-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, copy, modify, reproduce, modify, adapt, publish, perform, broadcast, communicate, distribute, commercialise and exploit any Intellectual Property in, or forming part of, Existing Information, but only in conjunction with Agreement Information.
- (c) The Recipient must ensure that, in any subcontracts it enters into with a third party for the purposes of performing the Services, it secures for the Territory equivalent rights to those set out in clause 11.4(b).
- (d) If requested by the Territory, the Recipient agrees to bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this clause 11.4.
- (e) The Recipient warrants that:
 - (i) it is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property in Agreement Information and Existing Information in the manner provided for in this clause; and
 - (ii) that anything done by the Recipient in the course of the Services, including in developing the Agreement Information, will not infringe the Intellectual Property rights of any person.

11.5 Survival

This clause 11 will survive the expiration or earlier termination of this Agreement.

12. ACKNOWLEDGMENT OF FUNDING AND MEDIA

12.1 Acknowledgment of Funding

- (a) The Recipient must acknowledge the Territory's contribution to the Purpose in all promotional and advertising material and other documents and communications (for example in annual reports, publications, letterheads, websites, when dealing with the media), in a manner that is commensurate with the Funding by using:
 - (i) the Northern Territory Government logo; and/or

(Note: the Northern Territory Government Logo will be made available to the Recipient by contacting the Territory directly. The logo may only be used to acknowledge Government's financial support for the Recipient. It cannot be used to indicate Government endorsement of decisions or directions of the Recipient).
 - (ii) the phrase "Sponsored by the Northern Territory Government"; and/or
 - (iii) in such other way as the Territory may reasonably require from time to time by written notice to the Recipient.

12.2 Media Statements

The Recipient must not make public announcements about the Purpose or the Funding to the media or others unless the Recipient has the prior written consent of the Territory to do so.

13. CONFLICT OF INTEREST

- (a) For the purposes of this clause 13, **Conflict** means any matter, circumstance, interest, or activity directly or indirectly affecting the Recipient or any Employee, officer, member, agent or subcontractor of the Recipient (including holding any office, possessing any property, or having any professional or contractual obligation), which may, or may appear to, impair the ability of the Recipient or the relevant Employee, officer, member, agent or subcontractor to carry out the Recipient's responsibilities and obligations under this Agreement diligently and independently.
- (b) The Recipient warrants that, at the date of signing this Agreement, to the best of its knowledge, no Conflict exists or is likely to arise in the performance of the Recipient's obligations under this Agreement.
- (c) If, during the performance of this Agreement a Conflict arises, or appears likely to arise, the Recipient will immediately notify the Territory in writing of the Conflict and the steps it proposes to take to resolve or deal with the Conflict.
- (d) The parties will negotiate in good faith to resolve or deal with the Conflict. If the parties are unable to reach agreement within ten (10) Business Days of notification pursuant to clause 13(c), the Territory may, in its absolute discretion, take action pursuant to clause 15.1.
- (e) Information provided under clause 13(c) will be treated as confidential by the Territory.

14. REPAYMENT OF UNSPENT OR MISUSED FUNDING

14.1 Unspent Funding

- (a) If, at:
 - (i) the end of the Term; or
 - (ii) the earlier expiry or termination of this Agreement,
("the Relevant Date") the Recipient still has any part of the Funding, (excluding any part of the Funding legally committed for expenditure in accordance with this Agreement and which falls for payment thereafter), the Recipient must, within ten (10) Business Days of the Relevant Date, advise the Territory of that fact, and:
 - (iii) subject to subclause 14.1(b), seek the Territory's written agreement to retain the remaining part of the Funding for a purpose approved by the Territory; or
 - (iv) return the remaining part of the Funding to the Territory.
- (b) If the Recipient seeks the agreement of the Territory pursuant to clause 14.1(a)(iii) but the Territory has not agreed in writing to the Recipient retaining the remaining part of the Funding under clause 14.1(a)(iii) within ten (10) Business Days of receiving the request from the Recipient, the Recipient must repay the remaining part of the Funding to the Territory within a further ten (10) Business Days.

14.2 Misused Funding

- (a) If:
 - (i) at any time the Territory forms the reasonable opinion that the Funding has not been used, spent or committed for expenditure in accordance with this Agreement; or

- (ii) on the expiration of the Term or on any earlier termination of this Agreement, any part of the Funding cannot, by reconciliation between the Records maintained by the Recipient (including as disclosed to, or reviewed by, the Territory in accordance with clauses 8.2 or 8.3) be shown to the reasonable satisfaction of the Territory to have been spent or committed in accordance with this Agreement;

then at the sole discretion of the Territory and by written notice the Territory may require the Recipient to:

- (iii) repay the Funding or any part of it to the Territory in the manner described in the notice; or
 - (iv) deal with the Funding or any part of it in accordance with any instructions of the Territory set out in the notice.
- (b) Prior to issuing a notice pursuant to clause 14.2(a) the Territory will give the Recipient a reasonable opportunity to respond to any concerns that the Territory may have regarding the expenditure of the Funding.

14.3 Repayment

- (a) Any amount payable to the Territory pursuant to this clause 14 must be paid within ten (10) Business Days of a request, direction or demand from the Territory to pay it.
- (b) A failure to comply with clause 14.3 will:
 - (i) result in interest accruing on the outstanding amount of the Funding at the Interest Rate; and
 - (ii) entitle the Territory to take action pursuant to clause 15.1.
- (c) Interest at the Interest Rate will accrue on outstanding amounts from the last date for payment required by the request, direction or demand referred to in clause 14.3(a) and will be payable in addition to the principal amount. Interest will accrue on outstanding monies until full payment of the principal and interest is received
- (d) Any amount owed to the Territory under this Agreement (including any interest) will, without prejudice to any other rights available to the Territory under this Agreement or at law or in equity, be recoverable by the Territory as a debt due to the Territory by the Recipient without further proof of the debt being necessary.
- (e) The Recipient acknowledges that interest at the Interest Rate payable under this Agreement represents a reasonable pre-estimate of the loss incurred by the Territory as a result of the loss of investment opportunity for, or the reasonable cost of borrowing other money in place of, the amount which should have been repaid.

15. SUSPENSION AND TERMINATION

15.1 Right of Territory to Suspend or Terminate

If:

- (a) notwithstanding any other clause in this Agreement, as a result of any change in Northern Territory or Commonwealth government policy, the Funding for the Purpose is to cease or be reduced, or if payment of monies to the Territory which will form part or all of the Funding (for example, under a Commonwealth funding agreement) is ceased, reduced or delayed;
- (b) the Recipient has failed to comply with a notice provided by the Territory to the Recipient requiring the Recipient to remedy a breach of this Agreement within the time specified in the notice, or having received such a notice, the Recipient commits a further breach of the same or similar obligations, so that the Recipient's performance of its obligations under this Agreement have been materially affected;

- (c) the Recipient is dissolved, becomes insolvent, stops payment of its debts or is unable to pay its debts as and when they fall due, or the Recipient enters into an arrangement or composition with its creditors or is placed into receivership or liquidation, or an application or order is made for winding up the Recipient, or the Recipient has execution levied against it, or a controller within the meaning of the Corporations Act, appointed over any of its assets, or the Territory reasonably suspects that any of these things have occurred or may occur;
 - (d) the Recipient (including any officer, Employee or member of the Recipient), is in the reasonable opinion of the Territory, guilty of any misconduct, misbehaviour, incompetence, carelessness or gross inefficiency in the discharge of its duties under this Agreement, or is convicted of any criminal offence, other than an offence which in the opinion of the Territory does not affect this Agreement or the Purpose, or the Territory reasonably suspects this has occurred or may occur;
 - (e) the Territory is satisfied on reasonable grounds that any statement made by the Recipient is incorrect or incomplete in a way which would have affected the original decision to provide the Funding;
 - (f) the Recipient is, in the reasonable opinion of the Territory, unable or unwilling, for any reason, to continue with or complete the Purpose in a manner satisfactory to the Territory;
 - (g) any clause in this Agreement provides that this clause 15.1 applies;
- the Territory may, in its absolute discretion and by written notice to the Recipient, immediately:
- (h) suspend this Agreement and/or dealings with the Funding, and clause 15.2 will apply; or
 - (i) terminate this Agreement, and clause 15.3 will apply.

15.2 Suspension

If the Territory suspends dealings with the Agreement and/or Funding pursuant to clause 15.1(h):

- (a) the Territory may:
 - (i) end the suspension by written notice to the Recipient, subject to such conditions (including variations to this Agreement) which the Territory may require; and/or
 - (ii) if the matter is not resolved to the satisfaction of the Territory, terminate this Agreement by further written notice to the Recipient, and clause 15.3 will apply; and
- (b) for the duration of any suspension, the Recipient must:
 - (i) hold the Funding on trust for the Territory and in utmost good faith for use only in accordance with the directions of the Territory and must cease all other dealings with the Funding; and
- (c) the Territory will not be liable to the Recipient for any suspension of this Agreement and is not obliged to pay the Recipient any part of the Funding during the period of the suspension.

15.3 Termination

- (a) The Territory may terminate this Agreement immediately by notice to the Recipient:
 - (i) if clause 15.1(i) or 15.2(a)(ii) applies; or
 - (ii) on giving one month's notice in writing of the intent to terminate this Agreement.

- (b) Termination of this Agreement does not affect any accrued right or liability of any party, nor will it affect the coming into force, or the continuation in force, of any provision of this Agreement that is expressly, or by implication, intended to come into or continue to be in force on or after the termination.
- (c) On termination:
 - (i) the Recipient must hold the Funding on trust for the Territory and in utmost good faith for use only in accordance with the directions of the Territory and will cease all other dealings with the Funding;
 - (ii) the Territory will not be liable to pay any part of the Funding not already paid; and
 - (iii) the Recipient is obliged to repay the Territory on demand any part of the Funding already paid to the Recipient and not spent in accordance with this Agreement.
- (d) A failure to comply with clause 15.3(c)(iii) will result in interest accruing on the outstanding amount of the Funding at the Interest Rate from the last date for payment required by the demand referred to in clause 15.3(c)(iii), and which will be payable in addition to the principal amount. Interest will accrue on outstanding monies until full payment of the principal and interest is received, and clause 14.3(d) will apply.
- (e) The Territory will not be liable to the Recipient for termination of this Agreement, and in any event, the Territory will not be liable in any circumstances whatsoever to pay any amount in excess of the amount of the Funding remaining unpaid under this Agreement at the date of termination.

16. GST (GOODS AND SERVICES TAX)

- (a) Any term used in this clause that is referred to in *A New Tax System (Goods and Services Tax) Act 1999* will have the meaning which it has in that Act.
- (b) The Funding provided under this Agreement is inclusive of GST, with GST calculated using the GST Rate at the Date of this Agreement, and therefore the Territory will not be liable to pay the Recipient any additional amounts, over and above the Funding, for any GST incurred by the Recipient when the Recipient receives the Funding.
- (c) Where the GST Rate is changed after the Date of this Agreement, the consideration under this Agreement will be increased or decreased so that the consideration remains inclusive of GST, with GST calculated using the new GST Rate from the date of the change of the GST Rate.
- (d) If the Recipient ceases to be registered for GST, the Recipient must immediately notify the Territory in writing of that fact, and must repay to the Territory within ten (10) Business Days an amount equal to 1/11 of the Funding, less the actual GST incurred by the Recipient.
- (e) Tax Invoices will be issued in accordance with the process set out in Item 6.

17. DISPUTE RESOLUTION

17.1 Disputes

Subject to clause 17.6, each party must follow the procedures in this clause 17 before starting court proceedings (except for urgent injunctive or declaratory relief).

17.2 Notice of Dispute

Any party to this Agreement who wishes to claim that a dispute has arisen must give written notice to the other party setting out details of the dispute.

17.3 Meeting of Parties

Within five (5) Business Days of the provision of the written notice, the parties must meet to take whatever actions or investigations as each deems appropriate, in order to seek to resolve the dispute, including by:

- (a) referring the matter to personnel who may have authority to intervene and direct some form of resolution; and/or
- (b) attempting to agree upon a process for resolving the whole or part of the dispute through means other than litigation, such as further negotiations, mediation, conciliation or independent expert determination.

17.4 Appointment of Mediator

- (a) If the dispute is not resolved within the following five (5) Business Days (or within such further period as the parties may agree is appropriate) then one or both parties will nominate a mediator to determine the Dispute.
- (b) If the parties fail to agree to the identity of a mediator within five (5) Business Days of a party nominating a mediator, then either or both of the parties may refer the matter to the President for the time being of the Law Society of the Northern Territory who will nominate a mediator to mediate the Dispute.
- (c) It is a condition precedent to the right of either party to commence litigation other than for interlocutory relief, that it has first offered to submit the dispute to mediation.

17.5 Legal Proceedings

If the alternative process for resolving the dispute (such as further negotiations, mediation, conciliation or independent expert determination) fails, or if either party refuses to proceed with such alternative processes or the parties cannot otherwise agree on such an alternative process, then either party may commence legal proceedings against the other.

17.6 Circumstances where clause does not apply

This clause does not apply where:

- (a) either Party commences legal proceedings for urgent interlocutory relief;
- (b) action is taken by the Territory under, or purportedly under, clauses **Error! Reference source not found.**, 14 or 15; or
- (c) an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the law by the Recipient.

17.7 Parties to Perform Obligations

Despite the existence of a dispute, but subject to clause 15.1, both Parties must (unless requested in writing by the other Party not to do so) continue to perform their respective obligations under this Agreement.

18. NOTICES

18.1 Form and Service of Notices

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

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

specified in the details of the parties appearing at the start of this Agreement, or such other contact person, address or fax number as may be advised by a party in writing from time to time.

19. FORCE MAJEURE

19.1 Meaning of Force Majeure

In this clause 19, **Force Majeure Event** means an event or a circumstance:

- (a) beyond the reasonable control of the party affected by it and which occurs without the fault or negligence of the party; and
- (b) which causes or results in a default or delay in the performance by that party of any of its obligations under this Agreement (excluding obligations to pay money); and
- (c) where such default or delay and the occurrence and the effects of such event or circumstance could not have been prevented, overcome or remedied by the exercise by that party of a standard of foresight, care and diligence consistent with that of a prudent and competent person under the circumstances, including the expenditure of reasonable sums of money and the application of technology known to prudent and competent persons;

but it excludes any act, omission, default or negligence of any agent of that party or anything within the reasonable control of any agent of that party, other than acts, omissions or defaults that would otherwise constitute Force Majeure Event if that agent was a party to this Agreement.

19.2 Effect of Force Majeure

- (a) If a party ("the **Affected Party**") is unable to wholly or in part carry out its obligations due to a Force Majeure Event, the Affected Party must comply with clause 19.2(b), whereupon such obligation will be suspended so far as it is affected by such intervening event.
- (b) The Affected Party must:
 - (i) notify the other party as soon as possible of full particulars of the event or circumstance of the Force Majeure Event including:
 - A. the date of commencement of the event or circumstance of the Force Majeure Event and an estimate of the period of time required to enable it to resume full performance of its obligations;
 - B. where possible, the means proposed to be adopted to remedy or abate the Force Majeure Event; and
 - C. the nature and extent of the obligations affected by, or other consequences of the Force Majeure Event;
 - (ii) use all reasonable diligence and employ all reasonable means to remedy, mitigate or abate the Force Majeure Event as expeditiously as possible, including the expenditure of reasonable sums of money and the application of technology known to prudent and competent persons;
 - (iii) resume performance as soon as possible after termination of the Force Majeure Event or after the Force Majeure Event has abated to an extent which permits resumption of performance;
 - (iv) notify the other party when the Force Majeure Event has terminated or abated to an extent that permits resumption of performance to occur; and
 - (v) notify the other party when resumption of performance has occurred.
- (c) Once such intervening event has ended, the Affected Party will carry out all acts which it would have been liable to carry out had the Force Majeure Event not intervened, with any necessary time frames extended by the period of suspension under clause 19.2(a).
- (d) The Affected Party will take all reasonable steps to ameliorate and eliminate the intervening event and resume performance as promptly as practicable.

- (e) Notwithstanding the existence of a Force Majeure Event, each party must continue to perform its other obligations under this Agreement, not being obligations suspended under clause 19.2(a).
- (f) If:
 - (i) a party has invoked the operation of this clause; and
 - (ii) the same Force Majeure Event prevents or inhibits performance of any obligation or condition required to be performed under this Agreement for a period of 3 months,then either party may terminate this Agreement by 20 Business Days' notice and, unless there has been a cessation of the Force Majeure Event during that 20 Business Days' period, this Agreement will automatically expire upon the expiry of those 20 Business Days.

20. GENERAL

20.1 No Merger

Notwithstanding the termination or sooner expiry of this Agreement, all provisions of this Agreement which are capable of taking effect after termination or sooner expiry will continue to remain in full force and effect.

20.2 Governing Law

This Agreement is governed by and construed in accordance with the laws of the Northern Territory of Australia and the Courts of the Northern Territory at Darwin have jurisdiction to entertain any action in respect of, or arising out of, this Agreement.

20.3 Warranties by Recipient

The Recipient warrants that it is properly established and constituted at law, and has power and authority to enter into this Agreement.

20.4 Amendments To Constitution Documents

The Recipient must obtain the written consent of the Territory before amending its Memorandum or Articles of Association, or its constitution or trust deed provisions in any way that may affect the eligibility of the Recipient to the Funding, or ability of the Recipient to comply with the terms and conditions of this Agreement.

20.5 No Assignment

The Recipient must not assign, transfer or otherwise deal with this Agreement, or any of the Recipient's rights or obligations under this Agreement, unless the Recipient has been given prior written approval to do so from the Territory.

20.6 Entire Agreement

This Agreement constitutes the entire agreement between the parties, and supersedes any previous agreement or understandings between the parties in relation to the Purpose.

20.7 No Employment, Partnership Or Agency

- (a) Nothing in this Agreement or its performance gives rise to any relationship of employment, partnership or agency between the parties, and it is the express intention of the parties that any such relationships are denied.
- (b) The Recipient acknowledges that any agreement entered into between the Recipient and a third party in relation to this Agreement or the Purpose, constitutes a private contractual arrangement between the Recipient and that third party, and the Territory will not be deemed to be a party to any such agreements, understandings and arrangements, and the Territory will not be responsible for any monies owed by either party to such agreement.

20.8 Amendments

This Agreement cannot be amended or added to unless the amendment or addition is in writing and signed by all of the parties.

20.9 Severance

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

20.10 Waiver and Time

- (a) This Agreement and the rights and obligations set out in this Agreement will not be abrogated, prejudiced or affected by the granting of time, credit or any indulgence or concession by one party to another party or to any other person whomsoever or by any compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal of any rights of a party or by any omission or neglect or any other dealing, matter or thing which, but for this clause could or might operate to abrogate, prejudice or affect the rights of a party or obligations of a party.
- (b) Waiver of any provision of or right under this Agreement must be in writing signed by the party entitled to the benefit of that provision or right and is effective only to the extent set out in any written waiver.
- (c) Time is of the essence for all obligations under this Agreement.

20.11 Costs and Stamp Duty

The parties will each pay their own costs of and incidental to the negotiations for and the preparation and execution of this Agreement, and the Recipient will bear any costs of stamping of this Agreement.

20.12 Counterparts

This Agreement may be signed in any number of counterparts and all such counterparts when taken together constitute one instrument.

20.13 Further Acts

Each party will promptly do and perform all acts and execute and deliver all documents (in a form and context reasonably satisfactory to that party) required by law or reasonably requested by the other party to give effect to this Agreement.

SIGNING

Executed by the parties as an Agreement:

SIGNED by)
(print name))

for and on behalf of the **NORTHERN**
TERRITORY OF AUSTRALIA care of its agency)
the Department of Trade, Business and)
Innovation pursuant to a delegation under the)
Contracts Act in the presence of:)

.....
Signature

Date: 2019

.....
Signature of Witness

.....
Name of Witness

The **COMMON SEAL** of the **KATHERINE TOWN**)
COUNCIL was hereto affixed in accordance with)
section 26 of the *Local Government Act* 2008 in)
the presence of:)
)
)

Date: 2019

.....
Signature of Chief Executive Officer

.....
Signature of Council member

.....
Print name of Chief Executive Officer

.....
Print name of Council member

SCHEDULE 1 ITEMS

ITEM 1 FUNDING (clauses 1.1(f) and 4.1)

Approximate Payment Date (subject to clause 16)	Amount (excl GST)	Plus GST (if applicable)	Total
3 May 2019	\$30 000.00	\$3 000.00	\$33 000.00 (inclusive of GST)
Total Funding	\$30 000.00 (exclusive of GST)	\$3 000.00 (GST)	\$33 000.00 (inclusive of GST)

ITEM 2 PURPOSE

To facilitate economic development, encourage and support investment and provide employment opportunities Katherine Town Council must produce and distribute a Katherine promotional video as outlined in the Regional Economic Development Fund Application. The video will be developed by Faunfilms (<https://www.faunfilms.com/films>) and producer Joseph Meldrum. All equipment hire, accommodation and other purchases will be sourced locally as well as using Katherine locals casted in the video. This project will be used to build and promote tourism, economy, and business development as well as boost local morale.

The video will feature relevant Industry Sectors identified in the Big Rivers Regional Economic Development Committee's Economic Development Plan: Agribusiness, Tourism, Defence and Social. The video will be aimed at being effective at engaging a very diverse audience. It will be showcased interstate, nationally and internationally to advertise the boundless potential of Katherine and the region.

ITEM 3 INSURANCE REQUIREMENTS (clause 7.1)

Insurance	Minimum Amount
All Assets purchased, constructed or otherwise acquired with the Funding	NA
General Third party Liability (Public Risk) Insurance	Ten Million dollars (\$10 000 000) for any one event
Workers' Compensation and Employer's Liability insurance (including common law liability)	Including, but not limited to, the insurance required under the <i>Return to Work Act</i>
Professional Indemnity Insurance	NA

ITEM 4 REPORTING REQUIREMENTS (clause 8.2)

All Reports must be certified as correct by the treasurer or accountant of the Recipient and signed by its chairperson, president or CEO.

REPORT	DATE REQUIRED
Final Report, in the form set out in SCHEDULE 3	30 June 2019
Funding Acquittal Statement, in the form set out in Schedule 4	30 June 2019
A copy of the Recipient's most recent audited financial statements, including income and expenditure statements, balance sheets, and associated notes and other disclosures which must: (a) clearly identify the Funding and the expenditure of the Funding; and (b) be audited by a qualified auditor with appropriate professional registration.	31 October 2019
Any other reports or information as reasonably requested by the Territory including, but not limited to: NA	At such times as may be reasonably requested by the Territory

ITEM 5 INTEREST RATE (clause 1.1(h), 14.3(b)(i) and 15.3(d))

The rate set by the Territory in its 30 Day Payment Policy or any substituted policy, or, if no rate is set in any such policy, the 90 day bank bill rate published by the Reserve Bank of Australia as at the immediately preceding 1 June.

ITEM 6 TAX INVOICE REQUIREMENTS (clause 16)

If the Recipient is registered for GST purposes, the Territory will issue to the Recipient, Recipient Created Tax Invoices ("RCTI's") in respect of the Funding on the following terms and conditions:

- (a) both the Territory and the Recipient acknowledge that they are or will be registered for GST when the RCTI is issued, and the RCTI must show the Recipient's Australian Business Number ("ABN");
- (b) the Territory and Recipient must reasonably comply with their obligations under the Act and any rulings or determinations issued by the Tax Commissioner;
- (c) the Recipient agrees that the Territory can issue RCTI's in respect of the Funding and any adjustment notes where necessary;
- (d) the Recipient will not issue Tax Invoices in respect of the supplies;
- (e) the Territory will notify the Recipient if it ceases to be registered for GST purposes or if it ceases to satisfy any of the requirements of the Determination;
- (f) the Territory will pay the Recipient within 20 business days after issuing an RCTI; and
- (g) the Recipient must do all things reasonably necessary to assist the Territory to claim and obtain any input tax credits available to it in respect of the Funding.

ITEM 7 SPECIFIC MEASURES RECIPIENT MUST COMPLY WITH (clause 5.1(a)(ii)5.1(a)(ii))

Not Applicable

SCHEDULE 2 SPECIAL CONDITIONS

Not applicable.

SCHEDULE 3 FINAL REPORT

Recipient's Name:
Katherine Town Council

Purpose Description:
Production and distribution of Katherine promotional video

Funding components	Funding Amount
	\$
	\$
Total:	\$

Was the Purpose achieved?

☐ Yes
☐ No

If no, please detail why.

.....

Certified as correct by the Recipient's accountant

Date: / /

.....

Signed by the Recipient's CEO

Date: / /

For Territory's Use:

Performance Measures successfully met
☐ Yes
☐ No

Comments:

SCHEDULE 4 FUNDING ACQUITTAL STATEMENT

Recipient's Name: KATHERINE TOWN COUNCIL

Purpose Description: Production and distribution of Katherine promotional video

Funding components	Funding Amount
	\$
	\$
Total:	\$

RECIPIENT CERTIFICATION

- I certify that **KATHERINE TOWN COUNCIL** has expended the total amount of \$_____ on the Purpose for which funds were allocated from the Territory as per the funding agreement between the Recipient and the Territory dated/...../.....
- I have enclosed a copy of our most recent audited financial statements including Income and Expenditure statements and Balance Sheet. These statements clearly identify the Territory's funding contribution received during this audited period.

.....
 Certified as correct by the Recipient's
 accountant

Date: / /

.....
 Signed by the Recipient's CEO

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

For Territory's Use:

Comments:

