

LITCHFIELD COUNCIL



Community effort is essential

Council Meeting BUSINESS PAPER WEDNESDAY 16/01/2019

Meeting to be held commencing 6:30pm
In Council Chambers at 7 Bees Creek Road, Freds Pass

Kaylene Conrick, Chief Executive Officer

Any member of Council who may have a conflict of interest, or a possible conflict of interest in regard to any item of business to be discussed at a Council meeting or a Committee meeting should declare that conflict of interest to enable Council to manage the conflict and resolve it in accordance with its obligations under the Local Government Act and its policies regarding the same.



LITCHFIELD COUNCIL MEETING

Notice of Meeting
to be held in the Council Chambers, Litchfield
on Wednesday, 16 January 2019 at 6:30pm

Kaylene Conrick
Chief Executive Officer

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COUNCIL AGENDA

LITCHFIELD COUNCIL MEETING

Wednesday, 16 January 2019

1. Open of Meeting

Audio Disclaimer

An Audio recording of this meeting is being made for minute taking purposes as authorised by the Chief Executive Officer.

2. Acknowledgement of Traditional Ownership

Council would like to acknowledge the traditional custodians of this land on which we meet on tonight. We pay our respects to the Elders past, present and future for their continuing custodianship of the land and the children of this land across generations.

3. Apologies and Leave of Absence

THAT Council notes and approves:

Leave of Absence	Cr {Insert}	{dates}
Apologies	Cr {Insert}	{date}

4. Disclosures of Interest

Any member of Council who may have a conflict of interest, or a possible conflict of interest regarding any item of business to be discussed at a Council meeting or a Committee meeting should declare that conflict of interest to enable Council to manage the conflict and resolve it in accordance with its obligations under the Local Government Act and its policies regarding the same.

5. Confirmation of Minutes

THAT the full (including the Confidential) minutes of the Council Meeting held 12 December 2018, 13 pages, be confirmed.

Minutes have been distributed under separate cover and are publicly available on Council's website <http://www.litchfield.nt.gov.au/council/council-meetings/council-minutes> or in hard copy by request.

6. Business Arising from the Minutes

THAT Council receives and notes the Action List.

Resolution Number	Resolution	Action Officer	Meeting Date	Status
15/0175/02	Meeting Procedures By-Laws THAT Council instruct the Acting Chief Executive Officer to begin negotiating with Parliamentary Counsel on the drafting of Meeting Procedures By-Laws for Litchfield Council.	CEO	19-11-15	Meeting held with Department of Housing and Community Development (Local Government Division) to discuss draft By-laws received from Parliamentary Counsel. Draft By-Laws have been reviewed against drafting instructions. Council continue to work with Parliamentary Counsel and Department of Housing & Community Develop (LG Division) to proess the By-law.
16/0203	Signage, Roadside Vans and Events on Council Land 1. Endorse a position that no approvals will be given for signage, roadside vans or events on council owned land until such time as appropriate policy, procedures and by-laws are developed. This excludes Council Reserves which are run under management by committee or under lease to an incorporated body; 2. Develop Council by-laws to cater for the regulation of a permit system for signage within the municipality and roadside vans and events on council owned land; 3. Develop policy and procedures to support any Council by-laws which are enacted; and 4. To commence work on these by-laws, policy and procedures in 2017/18 financial year.	DCCS	21-09-16	On hold until Meeting By-Laws are concluded.

16/0061	<p>Acquisition Application of Mira Square - Section 0368 (24) Aldridge Street, Southport</p> <p>THAT Council: endorses the Acquisition Application of Mira Square, at Section 0368 (24) Aldridge Street, Southport; approves the allocation of a \$20,000 grant to the Southport Progress Association as seed funding for the financial year 2016/17; and allocates \$10,000 annually, commencing in 2017/18 as an operating grant to the Southport Progress Association to manage Mira Square.</p>	DIO	20-04-16	<p>Council has been briefed on the progress of the application to Crown land and discussions with SPA, with a staged program to be presented to Council in February for endorsement.</p>
17/0036/4	<p>Litchfield Aquatic Facility Needs Analysis Report</p> <p>THAT Council engages the Northern Territory Government to work together to address the gap in aquatic services in the southern part of the Litchfield municipality, in particular the provision of Learn to Swim facilities.</p>	CEO	15-02-17	<p>Council is preparing application for second Special Purpose Grant round in early 2019 to apply for funds to match Council's \$50k allocated in 2018/19 Budget to undertake Feasibility Study.</p>

1718/234	<p>Parkin Road Widening Through Road Opening</p> <p>THAT Council:</p> <ol style="list-style-type: none"> resolved to proceed with the road opening process for a 5m wide strip of Section 674, Hundred of Cavenagh to form part of the Parkin Road road reserve; advertise for a period of 28 days and publish the required notifications under the Local Government Act to advise the public of Council's intention to open this section of road; approve the issue of the required Government Gazette notice; and authorise all appropriate documents to be signed and common seal affixed by the Mayor and Chief Executive Officer for the opening of the new access road. 	DIO	16-05-18	<p>COMPLETE</p> <p>Road opening process and all documentation has been finalised.</p> <p>Government Gazette notice was published on 12 December 2018.</p>
1718/240	<p>Berry Springs Water Advisory Committee - Council Representative</p> <p>THAT Council appoints Councillor Barden as its nominated representative to lodge an Expression of Interest for the Northern Territory Government Department of Environment and Natural Resources Berry Springs Water Advisory Committee.</p>	CEO	16-05-18	<p>Nomination sent in by 30 May 2018. Waiting on confirmation from the department / pending ministerial approval.</p>
1718/261	<p>Land Acquisition and Road Opening associated with the Realignment of Freds Pass Road between Beaumont Road and Strangways Road</p> <p>THAT Council:</p> <ol style="list-style-type: none"> approve the purchase of 780m2 from Lot 7 (150) Freds Pass Road at a cost of \$10,000, upon signed agreement from the landowner and upon the conclusion of the road opening process; and proceed with a road opening over this portion of land and authorise all appropriate documents to be signed and common seal affixed by the Mayor and Chief Executive Officer for the opening of the new road reserve. 	DIO	27-06-18	<p>Agreement received from landowner. A cadastral survey plan has been prepared and is awaiting approval from the Surveyor General. Upon approval, the titles will be changed and Council will make payment to the landowner.</p>

Improving the Productivity of the Mango Industry Project

THAT Council:

1. receives and notes the Business Case Improving the Productivity of the Mango Industry in Litchfield Municipality;
2. endorses seeking external funding to realise the Improving the Productivity of the Mango Industry Project (the sealing of 15.2kms of the four key mango industry roads), estimated to cost approximately \$20.1m;
3. provides in-principle support to contribute up to \$5m to the project. This in-principle support would require a Council resolution and budget allocation, at a later date, to proceed with the project; and
4. endorses the Improving the Productivity of the Mango Industry Project, as one of Council's Top 3 Advocacy Projects.

1718/267

CEO

27-06-18

Investigation of funding opportunities through territory and federal government continues.

Public Library Services in Litchfield Municipality

THAT Council:

1. authorises the Chief Executive Officer to enter into a five-year funding agreement to provide Litchfield public library services provided that the following occurs:
 - a. transition funds supporting the transfer of library services are provided by Northern Territory Library, as negotiated to the satisfaction of Council represented by the Chief Executive Officer;
 - b. a Memorandum of Understanding is signed with Taminmin College for the public library space under the same arrangement currently enjoyed by Northern Territory Library, at no additional cost;
 - c. the transfer of the Taminmin Community Library service to Council occurs no later than 1 January 2019;
2. writes to Northern Territory Library to advise of Council's decision;
3. authorises the Chief Executive Officer to explore service delivery options with neighbouring councils to provide an efficient and effective library service for Litchfield residents, including alternative facility locations for the future; and
4. receives an update report at a future Council meeting on progress made on the points above.

1819/020

DCCS

18-07-18

COMPLETE

Council has taken over management of the Taminmin Community Library as of the 1 January 2019.

Funding Agreements with the Northern Territory Library Service and a Memorandum of Understanding with the School Board have been signed.

Shared Service Agreement for the provision of library services has been established with City of Palmerston.

Litchfield Council Bendigo Bank 2018 Youth Forum

THAT Council:

1819/038	<ol style="list-style-type: none"> 1. receives and notes the Event Record Report for the Litchfield Council Bendigo Bank 2018 Youth Forum; 2. determines to develop a Youth Policy in time for it to launch as part of 2019 Northern Territory Youth Week; 3. writes to the Bendigo Bank Board, as the sponsor of Council's Youth Event to provide the Board with a report on the youth event and sharing the students interest in small business enterprise learning and to thank the Bendigo Bank again for its sponsorship; and 4. provides a letter of thank you to the three schools that attended the Youth Forum and invite the schools to be involved in the development of a Youth Policy. 	DCCS	15-08-18	<p>Policy development in progress.</p> <p>Conversations with youth groups and youth service providers have commenced.</p> <p>Policy to be presented to March 2019 Council Meeting.</p>
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Southport Drainage Planning Study Revision

THAT Council

1819/063	<ol style="list-style-type: none"> 1. approves to undertake stormwater modelling of the entire townsite of Southport; 2. notes that a further report will be provided to Council following the modelling to review the level of road immunity for stormwater to be accepted, and the potential staging areas for design purposes; and 3. undertakes maintenance of table drains and stormwater infrastructure within Southport by the end of October 2018 or as soon as possible. 	DIO	26-09-18	<ol style="list-style-type: none"> 1. Stormwater modelling complete and has been briefed to Council. 2. Report regarding model and recommended approach scheduled for February 2019. 3. Maintenance works have been completed.
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Rating Policy Review Project

THAT Council:

1819/067	<ol style="list-style-type: none"> 1. approves the Rating Policy Review Project Plan with all relevant timelines; 2. establishes a Rating Policy Review Community Reference Group in line with the Terms of Reference attached to this report; and 3. receives a further report for the appointment of the Community Reference Group members no later than the December 2018 ordinary Council meeting. 	DCCS	26-09-18	<p>COMPLETE</p> <p>Rating Policy review Community Reference Group members appointed at December 2018 Council meeting.</p> <p>First meeting of the group scheduled for the 7 February 2019.</p>
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Street Lighting Update				
1819/068	<p>THAT Council:</p> <ol style="list-style-type: none"> 1. notes the replacement of street light luminaires with LED, including for maintenance activities and as a requirement of new works; 2. notes the preparation of a four-year LED luminaire replacement program for consideration in the 2019-20 budget; 3. notes the intent to install smart control systems within the Litchfield Municipality as part of the LED replacement program; and 4. endorses the preparation of a Street Lighting Policy to be presented to Council by February 2019. 	DIO	26-09-18	<ol style="list-style-type: none"> 1. Complete 2. Draft prepared, to be finalised for budget consideration. 3. Smart control system procurement process is underway. 4. Street Lighting Policy scheduled for Council consideration in February 2019.
Humpty Doo Rural Activity Centre Area Plan Stage 2 Consultation				
1819/107	<p>THAT Council:</p> <ol style="list-style-type: none"> 1. endorses the comments provided in Attachment C Letter of Comments on Stage 2 Consultation for Humpty Doo Rural Activity Centre Area Plan; and 2. writes to the Minister of Infrastructure and Planning expressing concerns over the process of developing the Humpty Doo Rural Activity Centre Area Plan. 	DIO	21-11-18	Comments have been provided to the NTPC and a letter sent to the Minister.
2018 Palmerston and Rural Seniors Fortnight Evaluation Report				
1819/108	<p>THAT Council:</p> <ol style="list-style-type: none"> 1. receives and notes the Palmerston & Rural Seniors Committee 2018 Seniors Fortnight Evaluation Report; and 2. writes to the Palmerston & Rural Seniors Committee Inc. to congratulate the Committee on a successful 2018 festival. 	DCCS	21-11-18	Completed. Letter from Mayors sent 7 December 2018.

1819/122	<p>Request to Lease Council Land at 185 Trippe Road and/or 125 Kostka Road, Humpty Doo for Telecommunications Tower</p> <p>THAT Council:</p> <ol style="list-style-type: none"> support in principle the request to lease Council land at either 185 Trippe Road, Humpty Doo or 125 Kostka Road, Humpty Doo for the erection of telecommunications facilities, subject to meeting the following conditions: <ol style="list-style-type: none"> ensuring protection of the amenity of affected residents, proof of adequate consultation demonstrating support from affected residents, and determining a location within the subject site suitable to Council. writes to Visionstream to advise of this decision. 	DIO	12-12-18	<p>COMPLETE</p> <p>Letter sent to Visionstream.</p>
1819/125	<p>Playground Audits at Council's Recreation Reserves</p> <p>THAT Council:</p> <ol style="list-style-type: none"> receives and notes the playground audit results for Humpty Doo Village Green, Livingstone Reserve, Freds Pass Sport and Recreation Reserve, Berry Springs Reserve and Howard Park Reserve and the required actions to ensure public safety; notes that the Chief Executive Office is undertaking urgent works required at the Humpty Doo Village Green to ensure public safety; and receives a further report at a future meeting on the outcome of the urgent works including total cost. 	DCCS	12-12-18	<p>Urgent works at Humpty Doo Village Green have been attended to, with two free standing slides removed and one piece of equipment fenced for safety concerns.</p> <p>Community is being updated over Council's 'your say' website.</p>

Litchfield Women in Business Network – Appointment of Community members to Committee

THAT Council:

1. appoints the following Community Members to the Litchfield Women in Business Network Steering Committee for a two-year term from 4 February 2019:

Belinda Shaw Selter Shaw Plumbing Returning Committee Member

Debra Selter Selter Shaw Plumbing Returning Committee Member

Elaine Mills Elaine Mills Property Management New Member

Nicky Clark Darwin Laundries New Member

Simmons O'Callaghan Youth WorX New Member

Vicky Lamp Bridges Finance Returning Committee Member

Judith Davidson Davidson Legal New Member

Rana Everett Everetts Corrosion Control New Member

2. advises the successful applicants in writing of their appointment and the date, time and location of the first Committee meeting;

3. advises and thanks unsuccessful applicants in writing;

4. adopts the updated Terms of Reference removing the word "Steering" from the Committee's title; and

5. makes public its resolution on this matter in the open minutes of Council.

1819/127

CEO

12-12-18

Complete - all applicants advised in writing. New Terms of Reference available on Council's website.

Rating Policy Review – Appointment of Community Members to Community Reference Group

THAT Council:

1. Endorse the following eleven ratepayers as members to the Rating Policy Review

Community Reference Group:

Name Ward

Toni Willis (aka Gilden) East Ward

Darren On East Ward / South Ward

Renee Skyring (Borg) East Ward

Jenny Deveraux South Ward

Anna Malgorzewicz South Ward

Walter Horst South Ward

Rod Peake Central Ward

Mark Lowe Central Ward

Gerard Rosse North Ward

Andrew South North Ward

Stuart Wright North Ward

2. writes to inform individuals appointed to the Rating Policy Review Community Reference Group;

3. writes to inform unsuccessful nominations of Council's decision and thanks each nomination for their application; and

4. makes public this resolution Part 1-4 on the public record in the open section of the Minutes.

1819/128

DCCS

12-12-18

COMPLETE

All residents that nominated have been informed in writing of Council's decision.



COUNCIL AGENDA

LITCHFIELD COUNCIL MEETING

Wednesday, 16 January 2019

7 Presentations

8 Petitions

9 Public Forum

10 Accepting or Declining Late Items

11 Notices of Motion

11.1 Update on Transfer of Public Library Services from NTL to Council

12 Mayors Report

12.1 Mayor's Report

NOTICE OF MOTION

**LITCHFIELD
COUNCIL**

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COUNCIL MEETING DATE:

Wednesday, 16 January 2019

TOPIC:

Council resolution made in the confidential section of the meeting held 21 November 2018 to be made public.

BACKGROUND:

I am seeking Councillors support to bring the confidential resolution made at the Council Meeting held 21 November 2018, for the Confidential Council Report Item Number 19.1, *Update on transfer of public library services from NTL to Council*, including the details of the Division called on the item, out of "confidential" to promote greater transparency around the transfer of the public library service to Litchfield Council.

I also feel strongly that my constituents have a right to know how I have voted on this and all items relating to Council assuming responsibility for what was previously a Northern Territory Government responsibility.

OBJECTIVE:

That Council resolves to make public its resolution for Confidential Council Report Item Number 19.1, Council Meeting held 21 November 2018.

NOTICE OF MOTION:

THAT Council

1. makes public its resolution for Confidential Council Report Item Number 19.1, *Update on transfer of public library services from NTL to Council*, from the Council Meeting held 21 November 2018, including the details of the Division called on the item; and
2. records its resolution on this matter in the Minutes of the Council Meeting 16 January 2019.

Douglas Barden

Councillor Doug Barden

3 January 2019

NOTE: NOTICES OF MOTION MUST BE RECEIVED BY THE CHIEF EXECUTIVE OFFICER 12 CLEAR DAYS PRIOR TO THE MEETING AT WHICH THE MOTION IS TO BE MOVED.

Date Received: {date}

For office use only

Agenda to be included: Wednesday, {date}

Kaylene Conrick

Kaylene Conrick

Chief Executive Officer

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COUNCIL REPORT

Agenda Item Number: 12.1
Report Title: Mayor's Monthly Report
Report Number: 19/0001
Meeting Date: 16/01/2019
Attachments: Nil

Purpose

A summary of the Mayor's attendance at meetings and functions representing Council for the period 13 December 2018 to 16 January 2019.

Summary

Date	Event	Comment
13 December 2018	Howard Springs Primary School	Awards Ceremony
	Palmerston & Litchfield Seniors	Luncheon
	Middle Point Primary School	Presentation Night
14 December 2018	Territory FM	Regular Radio Interview
19 December 2018	End of Year Staff Function	BBQ Breakfast
11 January 2019	Territory FM	Regular Radio Interview
14 January 2019	Litchfield Women in Business Network Committee Meeting	Scheduled Meeting

The Litchfield Women in Business Network Committee has applied for a 2019 International Women's Day Grant through the NT Government, Office of Gender Equity and Diversity. The Committee have held two successful events on International Women's day in 2017 and 2018 and will be holding a Community Art Exhibition with a launch on Friday, 8 March 2019.

Recommendation

THAT Council receives and notes the Mayor's monthly report.



LITCHFIELD COUNCIL MEETING

Wednesday, 16 January 2019

Council Appointed Representatives provide a verbal update on activities over the past month relating to the committees to which the Councillor has been formally appointed.

13 Verbal Reports from Council Appointed Representatives

Cr Barden	-	Freds Pass Upgrade Reference Group
Cr Simpson	-	Freds Pass Sport & Recreation Management Board (Observer)
	-	Freds Pass Rural Show Committee
Cr Salter	-	Howard Park Reserve Committee
	-	Knuckey Lagoon Reserve Committee
Mayor Bredhauer	-	Howard East Water Advisory Committee
	-	Litchfield Women in Business Network Committee
	-	Chair - Litchfield Australia Day Event Committee
	-	Local Government Association of the Northern Territory (LGANT)

Activity Centre Area Plans

Mayor Bredhauer	Coolalinga/Freds Pass Rural Activity Centre Area Plan
Cr Simpson	Community Advisory Committee
Mayor Bredhauer	Humpty Doo Rural Activity Centre Area Plan Community
Cr Barden	Advisory Group

RECOMMENDATION

THAT Council note the Councillors' verbal report.



COUNCIL AGENDA

LITCHFIELD COUNCIL MEETING

Wednesday, 16 January 2019

14 Finance Report

14.1 Finance Report December 2018



COUNCIL REPORT

Agenda Item Number:	14.1
Report Title:	Litchfield Council Finance Report – December 2018
Report Number:	19/0002
Meeting Date:	16/01/2019
Attachments:	Nil

Purpose

The purpose of this report is to present the monthly finance report for the period ended 31 December 2018.

Recommendation

THAT Council receives the Litchfield Council Finance Report for the period ended 31 December 2018.

Background

This report comprises the original budget along with the end of year forecast and monitors the YTD actual revenue and expenses as at 31 December 2018. End of Year Forecasting includes both projects carried over from the prior financial year and current budget year variations.

The total revenue recognised for the period to 31 December 2018 is derived from the levying of rates for the whole financial year, with the remainder of rates and charges compared to budget to be recouped in prepayments to 30 June 2019 and property growth in rateable properties. The forecasted increase of \$55,430 attributed to Statutory Charges is generated from Dog Registrations exceeding budget. The incline expected in User Charges is mainly attributed to forecast increases in Cemetery and Interment Fees in addition to the Non-Resident Administration Fee at Thorak Regional Cemetery. An increase is also forecasted in grants, subsidies and contributions as a result of the January 2018 Monsoonal Trough funding (\$1,848,975), an incline in Federal Assistance Grant funding by \$232,681, additional developer contributions from subdivisions in excess of budget by \$62,164 and Library Services Funding of \$225,023 with the 1 January 2019 takeover of Taminmin Community Library.

The total operating expenses are currently 47% of the annual budget for the 2018/19 financial year. The main forecast variance is the expenditure to operate Taminmin Library for the next 6 months of the financial year and an increase of \$72,844 in insurance premiums attributing to an increase in asset values from Council's Asset Revaluation and current market outlook. In addition, an increase is forecasted in equipment hire and water charges at the Howard Springs Waste Transfer Station due to fire danger and additional costs for advertisement of vacant positions within Council. These

forecasted increases are offset by savings in Contractor expenses associated with Waste Management transportation and disposal costs.

The total capital expenses are forecast to be \$4,068,650 in excess of the annual budget for the 2018/19 financial year. These forecasted variances result from funding received from the National Disaster Relief and Recovery Arrangement (NDRRA), the construction of the Mobile Workforce Shed carried over from 2015/16 and grant funding received in prior year for projects to take place in 2018/19. These projects are funded from Council's Unexpended Capital Grants Financial Reserve, comprising:

- Freds Pass Reserve Sporting Grant Funding
- Howard Park Reserve Kitchen Upgrade
- Humpty Doo Village Green Furniture & Fittings Upgrade
- Council Office Solar System Installation
- Howard Park Reserve Irrigation upgrade

In summary, the 2018/19 forecast result remains favourable by \$2,171,484 compared to Council's 2018/19 Budget. This represents an increase of \$7,154 compared to the forecast reported in November 2018 Finance Report.

Finance Report

December 2018

**LITCHFIELD
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SECTION 1

CONSOLIDATED FINANCIAL STATEMENTS

The consolidated Financial Statements, including Thorak Regional Cemetery operations, are presented in the same format as the full set of *End of Financial Year Statements*, reported in Litchfield Council's Annual Report, for greater transparency.

The statements include total revenue, both operational and capital but only operational expenditure. Capital expenditure is capitalised as Infrastructure, Property, Plant & Equipment in the Balance Sheet upon completion of the projects.

CONSOLIDATED OPERATING STATEMENT

	2018/19 Budget	2018/19 Actual	2018/19 Forecast	Forecast Variance +ve (-ve)	Note
REVENUE					
Rates	10,243,216	9,997,808	10,269,084	25,868	1
Statutory Charges	70,250	116,753	125,680	55,430	2
User Charges	1,143,033	768,324	1,179,173	36,140	3
Grants, subsidies & contributions	6,522,099	4,726,860	8,892,308	2,370,209	4
Investment Income	686,250	398,011	684,600	(1,650)	5
Reimbursements	0	0	0	0	
Other Income	60,000	22,875	61,087	1,087	6
TOTAL REVENUE	18,724,848	16,030,631	21,211,932	2,487,084	
EXPENSES					
Employee Costs	6,121,026	2,793,399	6,107,569	13,457	7
Auditor Fees	36,600	25,368	36,600	0	
Bad and doubtful Debts	0	0	0	0	
Elected Member Expenses	241,311	90,856	240,811	500	8
Election Expenses	0	0	0	0	
Cemetery Operations	300,200	221,273	339,905	(39,705)	9
Contractors	4,155,620	1,786,836	4,310,468	(154,848)	10
Energy	235,200	82,625	238,200	(3,000)	11
Insurance	190,500	256,801	263,143	(72,643)	7
Maintenance	677,500	295,050	705,400	(27,900)	12
Legal Expenses	143,000	69,583	144,308	(1,308)	
Donations and Community Support	117,250	67,266	117,900	(650)	13
Computer / IT Costs	378,025	178,734	375,794	2,231	
Parts, accessories & consumables	265,000	68,889	257,103	7,897	14
Professional Services	612,870	312,352	626,841	(13,971)	15
Sundry	422,185	230,926	447,845	(25,660)	16
TOTAL EXPENSES	13,896,287	6,479,957	14,211,887	(315,600)	
RESULT	4,828,561	9,550,674	7,000,045	2,171,484	

Explanations for Forecast variances to Original Budget

Note 1 – Additional revenue applied from a change to the calculation base for Mining Tenements and an increase in residential properties charged the Waste Management Charge.

Note 2 - Dog registrations received to date are above budget, resulting in additional income forecasted to 30 June 2019.

Note 3 – Forecasted increase in Cemetery and Interment Fees in addition to an incline in expected revenue from the Non-Resident Administration Fee at Thorak Regional Cemetery.

Note 4 - The NDRRA funding for January Monsoonal Trough is approved with funding provided for Council's four affected roads totalling \$1,848,975, Library Services grant from the Department of Tourism and Culture totalling \$225,023 and \$11,818 provided from the Department of Infrastructure to construct a bus lane on Leonino Road. In addition, an increase of \$273,455 compared to budget in Federal Assistance Funding for general purpose and local road expenditure is approved, with additional developer contributions received from subdivisions.

Note 5 – Reduction in expected Investment Income due to a decrease in Thorak Regional Cemetery Trust term deposit reinvested.

Note 6 - Other income generated from the Shared Services Agreement with other Councils. i.e. Coomalie Town Council

Note 7 - Increased insurance premiums of \$72,844 above annual budget. This is offset against savings of \$15,000 with the Customer Service Trainee new initiative no longer going ahead in the 2018/19 financial year.

Note 8 – Savings expected in telephone charges for Elected Members.

Note 9 – Additional expenditure attributed to additional legal costs, motor vehicle / plant repair costs at Thorak Regional Cemetery and removal and replacement of damaged section of drain along Cemetery entrance (awaiting insurance claim advice).

Note 10 – Identified expenses for the operation of Taminmin Library for the remainder of the financial year. And identified savings in Waste disposal and transportation costs offset against additional expenditure in the maintenance and upkeep of machinery

Note 11 – An incline in expected fuel costs at Berry Springs Waste Transfer Station with the additional Plant Operator.

Note 12 – An additional \$100 actual expenditure required for each playground audit at Council's Recreational Reserves.

Note 13 – An increase in Cemetery infant subsidy provided for by Council.

Note 14 – Slight increases across Regulatory Services for its consumables and the replacement of two VHF Portable Radios acquired for use at the Waste Transfer Stations. This is offset by expected savings in machinery parts purchased for Mobile Workforce.

Note 15 – Professional Fees for consultancy services at Thorak Regional Cemetery, Corporate and Council Leadership, however in Council Leadership this increase is contained and offset against identified savings within Contractors and Computer/ IT costs.

Note 16 – An increase in equipment hire and water charges at the Howard Springs Waste Transfer Station due to fire danger and additional costs for advertising vacant positions within Council.

CONSOLIDATED BALANCE SHEET at 31 December 2018

	30 November 2018	31 December 2018	Movement +ve (-ve)
CURRENT ASSETS			
Cash & Cash Equivalents	3,238,519	1,469,627	(1,768,892)
Trade and Other Receivables	4,855,233	4,437,066	(418,167)
Other Financial Assets	22,483,275	23,278,595	795,320
TOTAL CURRENT ASSETS	30,577,027	29,185,288	(1,391,739)
NON CURRENT ASSETS			
Infrastructure, Property, Plant & Equipment	310,702,848	304,945,348	(5,757,500)
Other Non-Current Assets	6,101,819	6,607,370	505,551
TOTAL NON CURRENT ASSETS	316,804,667	311,552,718	(5,251,949)
TOTAL ASSETS	347,381,694	340,738,006	(6,643,688)
CURRENT LIABILITIES			
Trade and Other Payables	1,280,955	885,460	395,495
Provisions	605,413	618,435	(13,022)
TOTAL CURRENT LIABILITIES	1,886,368	1,503,895	382,473
NON CURRENT LIABILITIES			
Provisions	391,079	391,079	-

	30 November 2018	31 December 2018	Movement +ve (-ve)
TOTAL NON CURRENT LIABILITIES	391,079	391,079	-
TOTAL LIABILITIES	2,277,447	1,894,974	382,473
NET ASSETS	345,104,247	338,843,032	(6,261,215)
EQUITY			
Accumulated Surplus	27,568,158	21,306,943	(6,261,215)
Asset Revaluation Reserve	295,859,891	295,859,891	-
Other Reserves	21,676,198	21,676,198	-
TOTAL EQUITY	345,104,247	338,843,032	(6,261,215)

Cash and cash equivalents have reduced by \$1,768,892 due to the investment of an additional term deposit offset by contractor and supplier payments. The remaining funds are available for payments of outstanding invoices to contractors and suppliers.

Other Financial Assets have increased by \$795,320 due to movements in term deposit redemptions and re-investments.

Trade and Other Receivables have decreased by \$418,167 from 30 November 2018 mainly due to payment of Rates and Charges with the first and second instalments due and payable.

Infrastructure, Property, Plant & Equipment has decreased due to depreciation recognised to date.

Other Non-Current Assets represent the projects that remain work in progress as at 31 December 2018 ie. Freds Pass Reserve Capital Improvements and Freds Pass Road Infrastructure Upgrade as well as the capital projects commenced in the 2018/19 financial year and yet to be capitalised.

Estimate of Net Cash position and Current ratio

The current ratio measures the liquidity of an entity. It observes the ability to pay short-term liabilities (debt and payables) with its short-term assets (cash and receivables). If the ratio is less than 1:1 Council is unable to pay its liabilities. Best practice is for the ratio to be between 1.5 and 3.

As identified in Section 5 of this report, Litchfield Council's liquidity KPI is easily met with 31 December 2018 current ratio equalling 19.41.

$$\begin{aligned}
 \text{Current ratio} &= \frac{\text{Current Assets (less: Provision for Doubtful debt)}}{\text{Current Liabilities}} \\
 &= \frac{29,185,288}{1,503,895} = 19.41
 \end{aligned}$$

$$\text{Net Cash Position} = 29,185,288 - 1,503,895 = \$27.68 \text{ million}$$

SECTION 2

OPERATING POSITION BY DEPARTMENT

The 2018/19 rates and charges have been applied to properties and recognised in Council's accounts, which is reflected in both Finance and Waste Management year to date revenue totals.

Overall expenditures year to date are 45.9% of the annual budget. Some operational expenditures are not evenly spread across the financial year, with major operational road maintenance expenditure to occur close to the end of the financial year.

	2018/19 YTD Budget	2018/19 YTD Actual	2018/19 Annual Budget	2018/19 Annual Forecast	Forecast Variance +ve (-ve)	Note
REVENUE						
Finance	7,910,755	7,607,501	8,472,205	8,547,486	75,281	1
Works	1,351,736	789,581	2,583,776	2,759,172	175,396	1
Planning	30,162	44,418	51,836	58,104	6,268	2
Waste Management	2,944,223	2,975,656	3,048,423	3,048,361	(62)	
Community	41,004	38,088	82,000	75,759	(6,241)	3
Community – Library	0	225,023	0	225,023	225,023	4
Regulatory Services	54,380	117,798	70,750	127,226	56,476	5
TOTAL REVENUE	12,332,260	11,798,065	14,308,990	14,841,131	532,141	
EXPENSES						
Council Leadership	547,560	467,880	953,231	954,666	(1,435)	6
Corporate	246,642	205,877	489,335	502,235	(12,900)	7
Information Services	267,228	209,613	509,486	509,486	0	
Finance	891,498	973,261	1,523,732	1,580,128	(56,396)	8
Works	1,583,914	1,318,365	3,101,389	3,101,389	0	
Planning	345,490	307,863	688,273	688,273	0	
Waste Management	1,384,699	1,224,811	2,765,452	2,728,452	37,000	9
Community	722,074	652,856	1,430,995	1,432,705	(1,710)	10
Community – Library	0	0	0	225,023	-225,023	11
Mobile Workforce	636,892	468,298	1,249,031	1,251,721	(2,690)	12
Regulatory Services	183,310	174,523	364,614	370,093	(5,479)	13
TOTAL EXPENSES	6,809,307	6,003,347	13,075,538	13,344,171	(266,635)	
OPERATING RESULT	5,522,953	5,794,718	1,233,452	1,496,960	798,776	

Explanations for Forecast variances to Original Budget

Note 1 – An increase of \$232,681 compared to budget in the Federal Assistance Funding for general purpose and local road expenditure, equating to an increase of 4.8% from prior year. In addition to an incline in rates revenue generated from Mining Tenements of \$11,169, resulting from a change in the calculation base.

Note 2 – An incline in administration charges for subdivisions and developments.

Note 3 – A reduction in user charges for the Howard Park Reserve.

Note 4 – Grant received for Library Services from the Department of Tourism and Culture totalling \$225,023.

Note 5 – Additional dog registration income of \$55,000 forecasted and income from Coomalie Community Council for Regulatory Services assistance through the Shared Service Agreement between councils.

Note 6 – Increased LGANT subscriptions and Motor Vehicle service and repair costs.

Note 7 - Additional costs for advertising vacant positions within Council and consultancy services to be offset against Employee Costs.

Note 8 – Increased insurance premiums of \$72,844 above annual budget, \$68,617 being Finance and the remainder Thorak Regional Cemetery. This is offset against savings of \$15,000 with the Customer Service Trainee new initiative no longer going ahead in the 2018/19 financial year.

Note 9 – Savings in Shoal Bay costs and transportation of waste from the Waste Transfer Stations.

Note 10 – An additional \$100 actual expenditure was needed for each playground audit at Council's Recreational Reserves and additional grant expenditure for Howard Park Reserve Road Safety event.

Note 11 – Identified expenses for the operation of Taminmin Library for the remainder of the financial year.

Note 12 – An expenditure from the overlap of Shed Rental for Mobile Workforce.

Note 13 – Increase in costs associated with Regulatory Services operations, offset against additional revenue.

Explanations for YTD Actual variances to YTD Budget

The reduced variance evident between YTD Budget and YTD Actuals for Revenue amounting to \$534,195 are as a result of the following:




- The remainder of rates and charges budgeted is the prepayments of rates and \$60,000 attributed to growth in rateable properties.
- Federal Assistance Grants scheduled to be received for the Works Department are expected to be received early January 2019.
- An increase in subdivision and development fees.
- Reduction in user charges for Howard Park Reserve.
- An increase in Animal Registrations for the period to December 2018.

The reduced variance evident between YTD Budget and YTD Actuals for Expenses amounting to \$805,960 are as a result of the following:

- Overall, timing of some expenditure costs varies to budget, mainly within Road Maintenance as a result of prioritising the large number of capital works projects.
- Timing of salaries and wages payable for Mobile Workforce seasonal staffing.
- Timing and savings in Shoal Bay costs and transportation from the Waste Transfer Stations.

NEW INITIATIVES

In addition to Council's year-on-year operating expenses Council resolved to undertake the following New Initiatives in 2018/19. The new initiatives expenditure is included in the operating result above. The table below highlights the expenditure compared to budget at the end of December 2018.

	2018/19 Budget	2018/19 Actuals	2018/19 Forecast	Comments	
<i>2017/18 and prior</i>					
Developer Contribution Plan Review	60,000	6,494	60,000	Review of works to be included in plan underway; review of catchments and legal advice will follow. Plan to be developed based on new catchments.	
TOTAL	60,000	6,494	60,000		
<i>2018/19</i>					
Online Demographic and Economic Information Products	12,000	12,000	12,000	Product purchased. Training and community information sessions under way.	
Aerial Photography for Geographical Information System (GIS)	30,000	20,000	30,000	Imagery loaded into Geographical Information System (GIS). All staff given access to the internet login for direct access and features. Review and follow up for May 2019.	

	2018/19 Budget	2018/19 Actuals	2018/19 Forecast	Comments	
New GIS for Council	20,000	0	20,000	Investigation – quotations complete. Free licence obtained for trial process. To be purchase early in the new year.	
ICT Plan – UPS for Servers	5,000	0	5,000	Quotations complete. Awaiting tech assessment and project plan before purchase.	
ICT Plan – Vmware Sphere	8,000	0	8,000	Quotes are complete. Awaiting project plan before purchase.	
Trainee Customer Service Officer	15,000	0	0	Review of costings undertaken. Given negative budget implications the initiative will not be implemented in 2018/19. Review will be undertaken as part of the budget planning process for 2019/20.	
Tree Risk Management Plan	30,000	0	30,000	Scope for Request for Quote in early 2019.	
Aquatic Feasibility Study	50,000	0	50,000	Funding options are under investigation.	
Waste Transfer Station – Signage (Waste Strategy)	6,500	0	6,500	Not commenced, scheduled for early 2019.	
TOTAL	176,500	32,000	161,500		



- On Budget



- Watch Budget



- Outside Budget

CAPITAL BUDGET POSITION

The table below compares capital revenue and expenditure to budget by the end of December 2018.

	2018/19 Budget	2018/19 Actuals	2018/19 Forecast	Forecast Variance +ve (-ve)	Note
REVENUE					
Works	3,436,877	3,489,111	5,285,852	1,848,975	1
Planning	60,353	122,517	122,517	62,164	2
Mobile Workforce	60,000	21,789	60,000	0	
Community	81,181	69,970	69,970	(11,211)	5
TOTAL REVENUE	3,638,411	3,703,387	5,538,339	1,899,928	
EXPENSES					
Works	5,767,345	3,489,111	7,379,456	(1,612,111)	1
Waste Mgt	204,677	62,806	202,090	2,587	3
Mobile Workforce	188,000	134,096	584,096	(396,096)	4
Community	411,181	120,596	2,474,211	(2,063,030)	5
TOTAL EXPENSES	6,571,203	3,806,609	10,639,853	(4,068,650)	
CAPITAL RESULT	(2,932,792)	(103,222)	(5,101,514)	(2,168,722)	

Explanations for Forecast variances to Original Budget

Note 1 – NDRRA Funding approved for the January Monsoonal Trough. This funding will be offset against expenses as the works are carried out on affected roads (Brougham, Bundy, Finn Roads and Trippe Road

North). This is offset against savings in projected expenditure for the installation and purchase of safety rails on Leonino and Hicks Roads, equating to \$71,120 and the Road Reseal Program.

Note 2 – Additional developer contributions received from subdivisions.

Note 3 – Savings on the purchase of the Vibrating Waste Compactor for Humpty Doo Waste Transfer Station.

Note 4 – The Mobile Workforce Shed construction from 2015/16 Budget is forecasted to be completed in the 2018/19 financial year with tender documents currently underway. This \$450,000 is offset against savings of \$53,904 from the purchase of a new tractor and mower.






Note 5 – Increased expenditure due to grant funding received at the end of 2017/18 and current year forecast variances totalling \$2,063,030, comprising:














- Freds Pass Reserve Sporting Grant Funding totalling \$2,000,000
- Howard Park Reserve Kitchen Upgrade incurred additional cash contribution of \$5,000
- Howard Park Reserve Play Ground Upgrade Special Purpose Grant of \$69,970, a reduction of \$11,211 from initial budget. This is offset against grant revenue approved.
- Humpty Doo Village Green Furniture & Fittings Upgrade totalling \$33,824
- Council Office Solar System Installation remaining funds for 2018/19 is \$28,625
- Howard Park Reserve Irrigation upgrade remaining funds for 2018/19 is \$6,792.



CAPITAL PROJECTS 2018/19 – WORKS

The table below summarises Council's capital works program for the 2018/19 financial year in accordance with the budget and Municipal Plan. Council is continuing to work towards completing projects from 2017/18 financial year due to delays caused by Cyclone Marcus.

The Northern Territory Government has allowed the transfer of excess monies between Freds Pass Road Funding and Finn Road Funding totalling \$420,038, waiting for decision to transfer the remaining \$26,456.

Infrastructure Expenditure	Estimated Date of Completion	Budget	YTD Actuals	Forecast	Forecast Variance +ve (-ve)	Comment
Projects carried forward from previous years						
Freds Pass Road Upgrade	30/09/2018	1,220,500	774,006	774,006	(446,494)	 Works completed. Request to transfer \$26,456 to Finn Road Project
Finn Road Upgrade	15/01/2019	1,500,000	1,381,115	1,920,038	420,038	 Works underway - 95% complete.
Solar System Purchase and Installation	30/11/2018	78,720	80,473	80,473	1,753	 Work complete and connected to network.
TOTAL		2,799,220	2,235,594	2,774,517	(24,703)	
Projects commencing in 2018/19						
Road Reseal Program	31/12/2018	1,000,045	823,721	832,548	(167,497)	 Reseal complete, awaiting final invoices.
Re-sheeting of Roads	30/06/2019	400,000	30,380	400,000	0	

Infrastructure Expenditure	Estimated Date of Completion	Budget	YTD Actuals	Forecast	Forecast Variance +ve (-ve)	Comment
						Cyrus Road complete (awaiting invoice), remaining roads in 2019 following wet season.
Freds Pass Road Drainage Upgrade (BlackSpot)	30/06/2019	478,000	0	478,000	0	 Tender assessment underway.
Safety Rails – Leonino Road	30/09/2018	90,000	48,980	48,980	(41,020)	 Completed
Safety Rails – Hicks Road	10/09/2018	90,000	59,900	59,900	(30,100)	 Completed
Carruth Road Line-marking	30/06/2019	30,000	1,300	30,000	0	 Design complete, works scheduled for January 2019.
Oxford Road – Sealing	30/06/2019	400,000	0	400,000	0	 Works scheduled following wet season.
Pavement repairs – Whitewood Road	30/06/2019	427,000	0	427,000	0	 Design complete, works scheduled for 2019 dry season.
Installation of Culverts on Pioneer Drv / Beddington Rd Intersection	30/06/2019	310,000	125,126	310,000	0	 Works underway - 90% complete.
Purchase of 3 x Traffic Counts	30/06/2019	18,000	10,909	18,000	0	 2 counters delivered, final counter to be ordered following review of program timing.
Irrigation Upgrade at Council Office	31/12/2018	6,800	2,860	9,000	2,200	 Works commenced, 65% complete.
Meeting room Door at Council Office	31/01/2019	11,000	0	8,800	(2,200)	 Works scheduled.
Footpaths at Council Office	30/06/2019	36,000	12,384	36,000	0	 Design complete, obtaining quotes.
TOTAL		3,296,845	1,115,560	3,058,228	(238,617)	
NDRRA Projects commencing in 2018/19						
Finn Road flood damage repairs - NDRRA	30/06/2019	177,751	0	177,751	0	 Order raised for works to commence late January.
Brougham Road flood damage repairs - NDRRA	30/06/2019	768,529	52,590	768,529	0	 Design complete, works scheduled for 2019 dry season.

Infrastructure Expenditure	Estimated Date of Completion	Budget	YTD Actuals	Forecast	Forecast Variance +ve (-ve)	Comment
Trippe Road North Flood damage repairs - NDRRA	30/06/2019	873,562	49,330	873,562	0	 Works commenced late December.
Bundy Road floodway repairs - NDRRA	30/06/2019	29,133	0	29,133	0	 Orders raised for works to commence late January.
TOTAL		1,848,975	101,920	1,848,975	0	



- On Budget







- Watch Budget



- Outside Budget

CAPITAL PROJECTS 2018/19 – WASTE TRANSFER STATIONS

The table below is Council's capital projects for Waste Transfer Stations in accordance with the Budget and Municipal Plan.

Waste Expenditure	Estimated Date of Completion	Budget	YTD Actuals	Forecast	Forecast Variance +ve (-ve)	Comment
Capital Purchases and projects commenced in 2018/19						
Vibrating Waste Compactor	31/12/2018	14,677	12,090	12,090	(2,587)	 Complete
Shade Structure at Howard Springs WTS	30/06/2019	60,000	0	60,000	-	 Scope preparation underway, quotes to be obtained February.
Gatehouse at Berry Springs WTS	30/06/2019	30,000	25,692	30,000	-	 Demountable construction underway off site, expected delivery early January.
Mains power connection / Water tank at Berry Springs WTS	30/06/2019	100,000	25,024	100,000	-	 Power supply work complete, awaiting connection to demountable and PWC works.
TOTAL		204,677	62,806	202,090	(2,587)	



- On Budget






- Watch Budget



- Outside Budget

CAPITAL PROJECTS 2018/19 – MOBILE WORKFORCE

The table below is Council's capital projects for Mobile Workforce in accordance with the Budget and Municipal Plan.

Mobile Workforce Expenditure	Estimated Date of Completion	Budget	YTD Actuals	Forecast	Forecast Variance +ve (-ve)	Comment
Capital Purchases commenced in 2018/19						
Tractor with loader replacement	31/12/2018	150,000	104,500	104,500	(45,500)	 Complete
Mower replacement	31/12/2018	38,000	29,596	29,596	(8,404)	 Complete
Projects carried forward from previous years						
Mobile Workforce Shed	30/06/2019	0	9,780	450,000	450,000	 Tender documents underway.
TOTAL		188,000	143,876	584,096	396,096	



- On Budget








- Watch Budget




- Outside Budget

CAPITAL PROJECTS 2018/19 – RECREATION RESERVES

The table below is Council's capital projects for Recreation Reserves still in progress from the 2017/18 and current financial year in accordance with the Budget and Municipal Plan.

Recreation Reserve Expenditure	Estimated Date of Completion	Budget	YTD Actuals	Forecast	Forecast Variance +ve (-ve)	Comment
Projects commenced in 2017/18 and 2018/19						
Howard Park Reserve – Irrigation Upgrade	31/03/2019	<u>2017/18</u> 20,000	13,612	20,000	-	 Special Purpose Grant – seeking quotes for final works.
Howard Park Reserve – Playground Upgrade	30/06/2019	81,181	0	69,970	(11,211)	 Special Purpose Grant – quotes to be obtained.
Howard Park Reserve – Kitchen Upgrade	31/01/2019	30,000	2,829	35,000	5,000	 Works commenced. To be completed early 2019.
Humpty Doo Village Green – Furniture Upgrade	31/03/2019	0	13,100	33,824	33,824	 Works commenced, expected completion early 2019.
Freds Pass Reserve – Improvements	30/06/2019	<u>2016/17</u> 3,000,000	2,642,767	3,000,000	-	 In Progress, confirmed

Recreation Reserve Expenditure	Estimated Date of Completion	Budget	YTD Actuals	Forecast	Forecast Variance +ve (-ve)	Comment
						extension to 30 June 2019.
Freds Pass Reserve – Sporting Improvements	30/06/2019	0	118	2,000,000	2,000,000	 Key milestones have been developed. Expenditure expected to occur over 2018/19 and 2019/20 financial years.
TOTAL		3,131,181	2,672,426	5,158,794	2,027,613	



- On Budget



- Watch Budget



- Outside Budget

SECTION 3

CASH ON HAND & INVESTMENTS

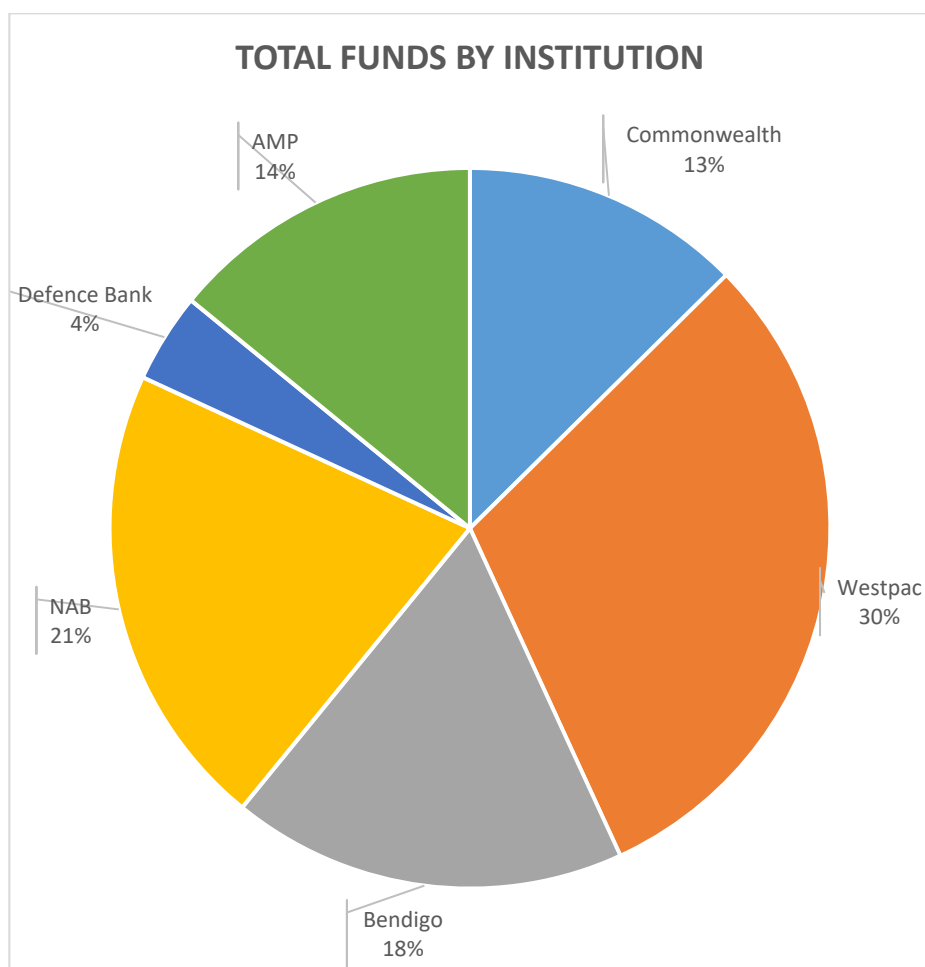
The table below represents a summary of the Cash on Hand & Investments held by Council at 31 December 2018 and compares the balance to the balance at 30 November 2018.

	30 NOVEMBER 2018	31 DECEMBER 2018	VARIANCE	COMMENT
Investments (Incl. Trust Account)	22,139,394	22,905,593	766,199	Additional funds invested
Business Maxi Account	2,003,592	303,937	(1,699,655)	Funds transferred to Operating Account for payments to Contractors and new term deposits.
Operating Account	953,346	1,283,553	330,207	Additional funds for payments to Contractors.
TOTAL	25,096,332	24,493,083	(603,249)	

Investments

Council invests cash from its operational and business maxi accounts to ensure Council is receiving the best return on its cash holdings.

Date Invested	Invested Amount	Days Invested	Invested with	Interest Rate	Due Date	Expected return to Maturity Date
27/06/2018	1,000,000	203	NAB	2.81%	16/01/2019	15,628
15/10/2018	1,500,000	106	Westpac	2.75%	29/01/2019	11,979
08/02/2018	1,000,000	365	CBA	2.64%	08/02/2019	26,400
17/07/2018	1,000,000	217	AMP	2.85%	19/02/2019	16,944
28/06/2018	1,500,000	252	AMP	2.93%	07/03/2019	30,344
19/03/2018	1,000,000	365	Westpac	2.70%	19/03/2019	27,000
01/10/2018	1,000,000	190	NAB	2.69%	09/04/2019	14,003
15/10/2018	1,000,000	183	Westpac	2.76%	16/04/2019	13,838
11/09/2018	1,071,785	238	CBA	2.70%	07/05/2019	18,869
31/05/2018	1,000,000	365	Defence Bank	2.85%	31/05/2019	28,500
15/10/2018	2,000,000	239	NAB	2.71%	11/06/2019	35,490
24/12/2018	213,740	182	NAB	2.74%	24/06/2019	2,920
25/06/2018	1,500,000	365	Bendigo	2.80%	25/06/2019	42,000
13/12/2018	1,000,000	209	NAB	2.72%	10/07/2019	15,575
27/09/2018	1,000,000	294	Westpac	2.75%	18/07/2019	22,151
03/09/2018	1,056,774	336	CBA	2.70%	05/08/2019	26,266
06/09/2018	1,000,000	365	AMP	2.80%	06/09/2019	28,000
27/09/2018	1,500,000	365	Westpac	2.81%	27/09/2019	42,150
13/12/2018	1,000,000	293	Bendigo	2.75%	02/10/2019	22,075
13/12/2018	1,563,296	314	Bendigo	2.75%	23/10/2019	36,984
TOTAL INVESTMENTS	22,905,595					477,116



FINANCIAL RESERVES

All movements throughout the year are based on the forecasted results to 30 June 2019.

	Balance at 1 July 2018	Transfer TO	Transfer FROM	Net Movement	Balance at 30 June 2019
Externally Restricted Reserves					
Developer Contribution Reserve	723,088	122,517	(80,882)	41,635	764,723
Unexpended Grants and Contributions	4,748,119	-	(4,748,119)	(4,748,119)	-
Internally Restricted Asset Related Reserves					
Asset Reserve	10,710,930	-	(1,102,105)	(1,102,105)	9,608,825
Internally Restricted Other Reserves					
Waste Management Reserve	4,156,475	289,471	(436,177)*	(146,706)	4,009,769
Election Reserve	100,000	-	-	-	100,000
Disaster Recovery Reserve	500,000	-	-	-	500,000
Strategic Initiatives Reserve	500,000	-	(90,000)	(90,000)	410,000
TOTAL	21,438,612	411,988	(6,457,283)	(6,045,295)	15,393,317

* \$225,000 for the construction of Mobile Workforce Shed for 2015/16 Budget has been forecasted into 2018/19 Budget.

SECTION 4

DEBTORS

SUNDRY DEBTORS

Total Sundry Debtors at 31 December 2018 are \$32,319 compared to \$20,151 at 30 November 2018, an increase of \$12,168 mainly due to \$13,000 reimbursement from the Department of Infrastructure for resealing Leonino Road.

Category	Current	30 Days	60 Days	90 Days and over	Balance
Waste	\$2,695	\$2,013	\$1,928	\$1,462	\$8,098
Infrastructure	\$13,000	\$264	\$0	\$9,027	\$22,291
Recreation Reserves	\$570	\$1,300	\$60	\$0	\$1,930
TOTAL	\$16,265	\$3,577	\$1,988	\$10,489	\$32,319
% of total sundry debtors	50.3%	11.1%	6.2%	32.5%	

Action summary of 90 Days Debtors:

Company under Administration – further advice regarding payment status to be received from Administrators (Allowance for Doubtful Debts is recognised)	\$5,907
Debtor on Payment Plan	\$720
No permit provided, until payment is received	\$2,400
Company under Administration	\$1,462
TOTAL	\$10,489

Please note, Sundry debtors exclude rate debtors and infringements.

FINES AND INFRINGEMENTS

At 31 December 2018 Council has 81 infringements outstanding with a balance of \$24,708, a reduction of \$1,051 in outstanding infringements compared to 30 November 2018 due to payments received and no new infringements raised.

	June 2018	July 2018	August 2018	September 2018	October 2018	November 2018	December 2018
Number of Infringements outstanding	76	70	78	82	86	84	81
Balance of Infringements outstanding	\$27,133	\$27,570	\$26,569	\$25,273	\$26,373	\$25,759	\$24,708

Eighty (80) infringements have been sent to the Fines Recovery Unit (FRU) and one (1) infringements has been issued recently.

All infringement courtesy letters have been sent in accordance with Council's policy.

OUTSTANDING RATES

Council's Debt Recovery Policy FIN05 guides the collection of outstanding rates. Recovery of rates continues to be an area of focus with Council's performance in recovering outstanding rates improving each month. Council continues to use the services of the current Debt Collector for rate assessments presently placed with them. Council's contract with the second debt collector has now been terminated. These assessments will be transferred to another debt collection company in due course to ensure debt continues to be recouped. Rates in arrears have decreased by \$39,344 in the month of December.

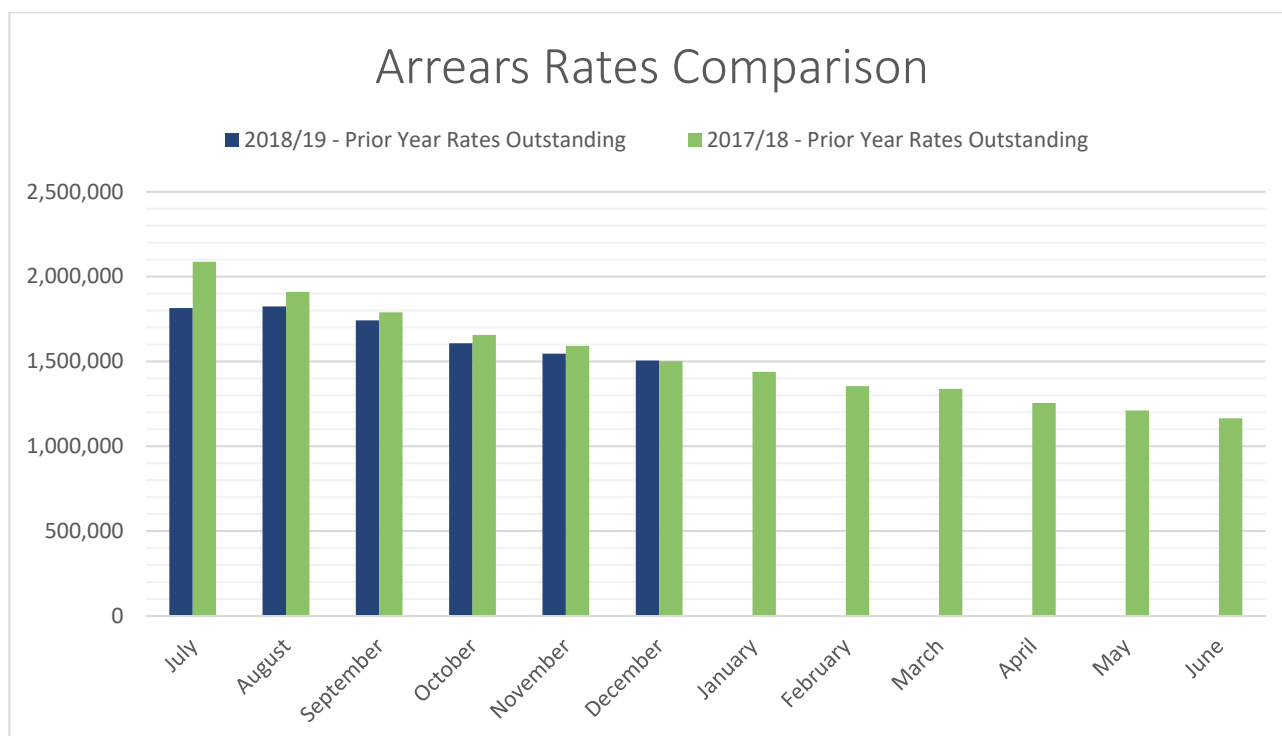
PRIOR YEAR RATES

The below table illustrates the split of prior years' outstanding rates:

	BEGINNING 2018/19 (30 JUNE 2018)	OF	PREVIOUS MONTH (NOVEMBER 2018)	CURRENT MONTH (DECEMBER 2018)	MONTHLY VARIANCE
COMMERCIAL	\$50,725		\$33,870	\$30,762	(\$3,108)
MINING	\$65,629		\$75,940	\$71,717	(\$4,223)
NON-RATEABLE MINING	\$0		\$0	\$0	\$0
NON-RATEABLE WASTE	\$19,666		\$19,214	\$19,040	(\$174)
RURAL RESIDENTIAL	\$1,688,116		\$1,322,564	\$1,290,490	(\$32,074)
URBAN RESIDENTIAL	\$86,445		\$92,074	\$92,309	\$235
TOTAL	\$1,910,581		\$1,543,662	\$1,504,318	(\$39,344)

The graph below tracks the prior years rates owing in the 2018/19 financial year (rates levied prior to 2018/19) by month and compares outstanding prior years rates to the same time in the previous financial year 2017/18 (rates levied prior 2017/18).

Prior Year Rates Outstanding in December 2018 are equal to the same time the year before.



CURRENT YEAR RATES

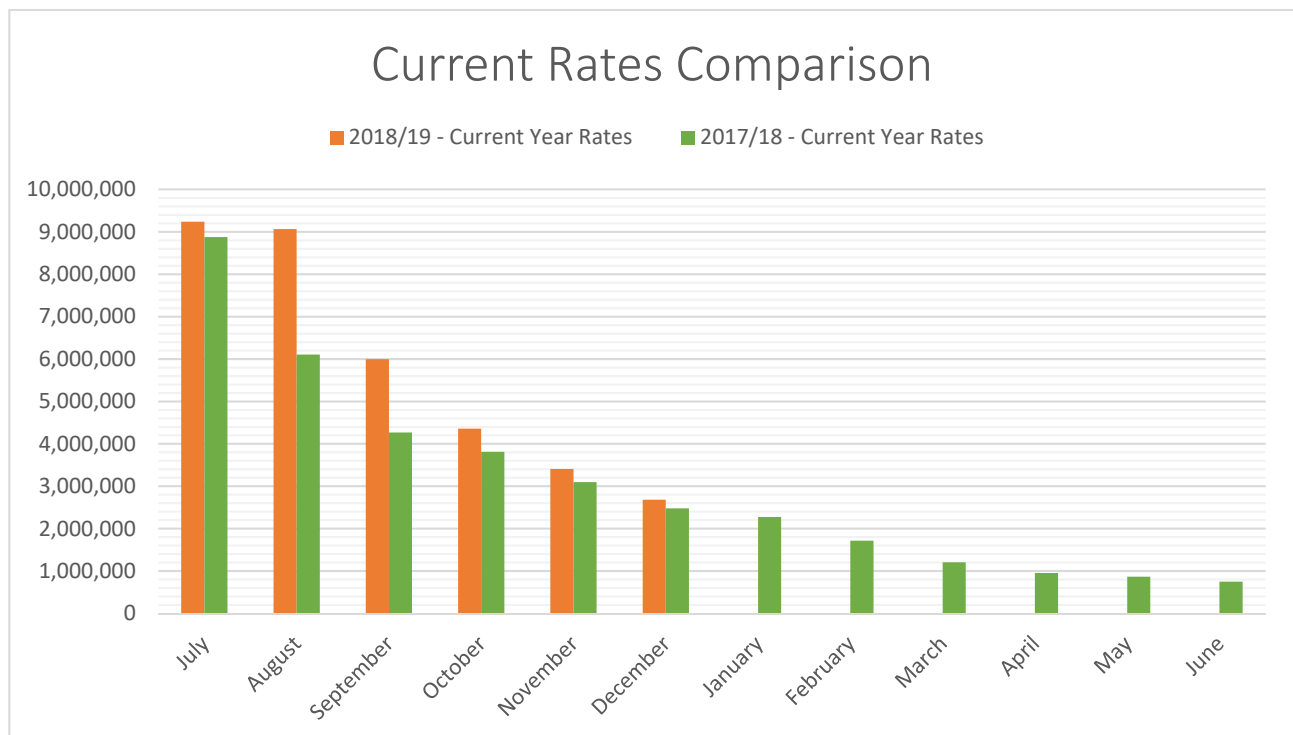
The below table illustrates the split of current year outstanding rates:

	PRIOR MONTH (NOVEMBER 2018)	CURRENT MONTH (DECEMBER 2018)	VARIANCE	DUE DATES
INSTALMENT 1	\$492,523	\$384,656	(\$107,867)	OVERDUE
INSTALMENT 2	\$1,185,728	\$623,578	(\$562,150)	OVERDUE
INSTALMENT 3	\$1,768,847	\$1,670,903	(\$97,944)	28 February 2019
TOTAL	\$3,447,098	\$2,679,137	(\$767,961)	

The final instalment of current years rates is due and payable by 28 February 2019 with a total of \$2,679,137 still to be collected. Current year rates and charges collected in the month of December totalled \$767,961.

The graph below tracks the current years rates owing for the 2018/19 financial year by month and compares current outstanding rates to the same time in the previous financial year 2017/18.









Current years rates 2018/19 outstanding remain higher then 2017/18.






SECTION 5

FINANCE KEY PERFORMANCE INDICATORS (KPI)

Council's 2018/19 Municipal Plan includes a number of KPIs for the Finance area to meet; these are listed and reported on in the table below.

Key Performance Indicator	Target	Status	Comment
Compliance with management, statutory and regulatory budgeting and reporting	100%		All budgeting and reporting are compliant to date
Monthly and annual financial reporting, including audit	Unqualified audit		Unqualified Audit Report received for the year ended 30 June 2018.
Current years rates outstanding as at 30 June 2019	<15%		Currently at 27.1% with two of three instalments due.
Rates coverage ratio – lowering Council's dependency on government grants and other funding sources.	>50%		Forecast coverage ratio is currently at 62.8%. This increase indicates that majority grants received by Council are amounts received specifically for new or upgrade assets, therefore withheld from the percentage calculation.
Liquidity ratio	>1:1		19.41:1 as at 31/12/2018
Current Ratio	>1		19.41 as at 31/12/2018
Debt Service Ratio	>1		Forecast is 0%
Asset sustainability ratio	60%		Forecast currently 92.1%. Depreciation forecast is \$11,557,620. This increase indicates that Council is replacing assets as they reach the end of their useful life. It does however, take into consideration the increased grant funding for capital project upgrades and new asset development alleviating the percentage above Council's expected level.

-  KPI met
-  KPI in progress, on track
-  KPI not met

SECTION 6

CREDITORS PAID

Creditor accounts paid in December 2018 are listed in the table below.

Cheque No	Chq Date	Payee	Description	Amount
Payroll 12	05/12/2018	LC Staff	Payroll Fortnight ending 5 December 2018	\$164,127.68
Payroll 13	19/12/2018	LC Staff	Payroll Fortnight ending 19 December 2018	\$156,134.64
889.114-01	13/12/2018	NATIONAL AUSTRALIA BANK LTD (NAB)	Term Deposit - Maturity Date 09th July 2019	\$1,000,000.00
889.273-01	13/12/2018	BENDIGO BANK (INVESTMENTS)	Term Deposit - Maturity Date 01st October 2019	\$1,000,000.00
886.1137-01	06/12/2018	ALLAN KING & SONS CONSTRUCTION PTY LTD	Finn Road Drainage Upgrade - Progress Claim # 2	\$345,707.92
891.1137-01	20/12/2018	ALLAN KING & SONS CONSTRUCTION PTY LTD	Grading Maintenance of numerous roads - Litchfield area	\$340,089.85
889.971-01	13/12/2018	MUGAVIN CONTRACTING PTY LTD	Pioneer Drive & Beddington Road Installation - Progress payment	\$137,638.70
889.374-01	13/12/2018	AUSTRALIAN TAXATION OFFICE (ATO)	PAYG Withheld - Cyc 1 & 2, Pay 12	\$57,942.00
886.67-01	06/12/2018	JARDINE LLOYD THOMPSON PTY LTD	Litchfield Council - Public Liability Insurance	\$56,422.09
891.280-01	20/12/2018	CITY OF DARWIN	AUG 18 - Landfill Fees	\$53,557.30
889.1388-01	13/12/2018	COUNTRY SOLAR NT	Supply / commissioning- 53kWp DC Commercial Solar Power System	\$47,231.91
DD021218	03/12/2018	STATEWIDE SUPERANNUATION PTY LTD	Oct & Nov 18 - Super for Pays 10 & 11	\$46,713.98
891.268-01	20/12/2018	BYRNE CONSULTANTS	Engineering Survey for Council Office Drainage & Footpaths, Spencer Road Floodway Consultancy and Pioneer Drive and Power Road Intersection – Design	\$41,103.32
889.1022-01	13/12/2018	KPMG	Engagement for Business Case	\$40,026.25
886.409-01	06/12/2018	F & J BITUMEN SERVICES PTY LTD	Buckley Road and Goode Road Intersection Reseals	\$26,775.80
889.87-01	13/12/2018	TOP END LINEMARKERS PTY LTD	Line-marking after reseal - Multiple locations	\$25,371.90
891.514-01	20/12/2018	VEOLIA ENVIRONMENTAL SERVICES	Waste Transport - Humpty Doo, Howard and Berry Springs WTS to Shoal Bay	\$17,758.65
889.1047-01	13/12/2018	REMOTE AREA TREE SERVICES PTY LTD	All Reserves - Urgent Tree maintenance - multiple Tress and Locations	\$17,050.00
891.849-01	20/12/2018	WEX AUSTRALIA (PUMA CARD)	Nov 18 - Litchfield Council Fuel Account	\$14,889.54
891.1482-01	20/12/2018	McKINNON CABINETMAKERS	Kitchen Upgrade for Humpty Doo Village Green	\$14,410.00
891.971-01	20/12/2018	MUGAVIN CONTRACTING PTY LTD	Remove/Reinstall Kerb - Power & Girraween, and other locations	\$14,166.50
891.612-01	20/12/2018	CREMASCO CIVIL PTY LTD	Remove and install "Road to Recovery" signs in various locations; supply & install 3 movement barriers & lockable gate	\$13,861.98
886.87-01	06/12/2018	TOP END LINEMARKERS PTY LTD	Line Marking after reseal - various locations	\$12,120.80
891.577-01	20/12/2018	ARJAYS SALE & SERVICE PTY LTD	Armadillo Trackers x 2 with Carry Case	\$12,000.00
891.414-01	20/12/2018	TOTAL EXCAVATIONS	Clean drainage easements - numerous locations Litchfield area	\$11,510.40

Cheque No	Chq Date	Payee	Description	Amount
891.1417-01	20/12/2018	CASWELL ELECTRICAL PTY LTD	New electrical connection to Berry Springs WTS	\$10,461.00
886.163-01	06/12/2018	TONKIN CONSULTING	Southport Drainage Study - Progress Claim	\$10,100.75
DD031218	03/12/2018	WESTPAC CARDS & DIRECT DEBITS	November 2018 - Credit Card Purchases LC Offices	\$10,045.34
890.290-01	20/12/2018	AUSTENG ENGINEERING SOLUTIONS	Annual cremator service. Replace secondary fan, including service technician to site	\$9,750.40
889.1099-01	13/12/2018	DAVE'S MINI DIGGA HIRE	Drain Clean out - Multiple Locations Litchfield area	\$9,735.00
891.409-01	20/12/2018	F & J BITUMEN SERVICES PTY LTD	Thorak Cemetery - Reseal of Bitumen, visitors Carpark	\$9,240.00
891.1099-01	20/12/2018	DAVE'S MINI DIGGA HIRE	Drain Clean out Drains and Culverts - Numerous locations	\$8,635.00
891.87-01	20/12/2018	TOP END LINEMARKERS PTY LTD	Line marking after reseal - Mira to Mead, and numerous other locations	\$7,974.14
886.1065-01	06/12/2018	MRS M H BREDHAUER	Nov 18 - Mayor Allowances	\$7,747.71
00413199	12/12/2018	AUSTRALIAN TAXATION OFFICE	Superannuation Guarantee Payments	\$7,732.26
886.414-01	06/12/2018	TOTAL EXCAVATIONS	Water Truck Hire - Dry Hire	\$7,056.04
891.1023-01	20/12/2018	AUSLINE ENGINEERING	Weld repair on slasher, sharpen of all Mower Blades and fabricate new Skids for Verge Mower	\$6,253.50
886.1481-01	06/12/2018	OZZIEBUILD PTY LTD	Supply / install concrete slabs to bin - Berry Springs WTS	\$6,177.60
889.8-01	13/12/2018	DOWNERDI WORKS PTY LTD	Pothole Repairs - numerous locations	\$5,897.69
889.1058-01	13/12/2018	LOCAL GOVERNMENT PROFESSIONALS AUST	2019 Australasian Management Challenge	\$5,720.00
891.78-01	20/12/2018	POWER & WATER CORPORATION	Water bills - Howard Park Reserve, Howard Springs WTS and Weed Spraying Swipe Cards	\$5,132.71
887.67-01	06/12/2018	JARDINE LLOYD THOMPSON PTY LTD	Thorak - Public Liability Insurance	\$4,875.43
889.170-01	13/12/2018	NT RECYCLING SOLUTIONS (NTRS)	Collect Cardboard / co-mingle from - LC Council, Berry Springs, Humpty Doo and Howard Springs WTS	\$4,863.32
890.144-01	20/12/2018	ORIGIN	LPG gas delivery for November 2018	\$4,846.90
890.183-01	20/12/2018	CHRIS'S BACKHOE HIRE PTY LTD	Digging of the graves for November 2018	\$4,488.00
889.78-01	13/12/2018	POWER & WATER CORPORATION	Council Office and Howard park Water bills - Nov 18	\$4,477.45
889.14-01	13/12/2018	AUSTRALIA POST	Mailing Costs for 2nd instalment rates notices	\$4,051.80
886.566-01	06/12/2018	FRIENDS OF THE TAMINMIN LIBRARY	Maintenance of The Litchfield Collection	\$4,000.00
886.384-01	06/12/2018	MS C VERNON	Consultancy Services	\$3,818.10
889.1398-01	13/12/2018	MERIT CHARTERED ACCOUNTANTS	Additional work performed in connection with Audit	\$3,795.00
891.1320-01	20/12/2018	RUSSELL KENNEDY LAWYERS	Legal Advice on various matters- November 18	\$3,769.15
891.1435-01	20/12/2018	NT CUSTOM HOMES & SHEDS PTY LTD	Freds Pass Reserve Shed Erection Payment # 2	\$3,748.00
891.1450-01	20/12/2018	TITAN AUSTRALIA PTY LTD	Purchase Pneumatic Tyres- Hyundai Loader	\$3,562.90
886.8-01	06/12/2018	DOWNERDI WORKS PTY LTD	Edge Patching/Pothole Repairs Various Locations	\$3,530.18
891.926-01	20/12/2018	JACANA ENERGY	Nov 18 - Electricity for Howard Park, Howard Springs, Bees Creek & Spencely Road MWF Sheds	\$3,372.72
891.1324-01	20/12/2018	JKW LAW PRACTICE PTY LTD	Consultation/ advice pertaining Private Road Policy	\$3,300.00

Cheque No	Chq Date	Payee	Description	Amount
889.690-01	13/12/2018	TOTAL HYDRAULIC CONNECTIONS (NT) PTY LTD	Tractor SV 3882 Hydraulic leaks & cylinder replacement	\$3,284.20
891.1386-01	20/12/2018	MR P M THOMAS	Reticulation Reestablishment Progress payment # 1	\$3,146.00
886.1409-01	06/12/2018	ROETEK ENGINEERING PTY LTD	Structural analysis, design & Certificate	\$3,080.00
891.1495-01	20/12/2018	AUSSIE RENTAL MAINTENANCE SERVICES	Cable Locations and Thrust Boring	\$3,025.00
891.953-01	20/12/2018	HWL EBSWORTH LAWYERS	Advice regarding Freds Pass Sport and Recreation Reserve	\$3,019.50
886.327-01	06/12/2018	TIGER CONTRACTING (NT) PTY LTD	Fortnightly Grounds Maintenance for Howard Park Reserve	\$2,640.00
886.1068-01	06/12/2018	MR D S BARDEN	Nov 18 - Councillor Allowances	\$2,527.05
886.1064-01	06/12/2018	MRS C M SIMPSON	Nov 18 - Councillor Allowances	\$2,387.05
891.1088-01	20/12/2018	TALENT PROPELLER	Recruitment Campaign - Planning Administration Officer	\$2,349.16
891.1494-01	20/12/2018	STOCKWELL WATER & GAS PTY LTD	Dig test holes at Berry Springs WTS	\$2,310.00
887.307-01	06/12/2018	RANDFLEX PTY LTD	Ash containers (Urns), Freight & Presentation	\$2,273.70
886.1022-01	06/12/2018	KPMG	Time in respect to Probity Advisor Role	\$2,255.00
886.1290-01	06/12/2018	MATCHEZ SUPERANNUATION FUND (M SALTER)	Nov 18 - Councillor Allowances	\$2,247.05
886.1063-01	06/12/2018	MRS K J SAYERS-HUNT	Nov 18 - Deputy Mayor Allowances	\$2,163.51
887.1253-01	06/12/2018	CRAIG BURGDORF	Backhoe Labour, Parts - inc Specialised tuning	\$2,151.15
891.90-01	20/12/2018	INDUSTRIAL POWER SWEEPING	Road Sweeping - Challoner Road	\$2,117.50
890.926-01	20/12/2018	JACANA ENERGY	Thorak Cemetery Electricity 01 Nov-30 Nov 2018	\$2,092.22
891.1402-01	20/12/2018	CHRSYIA INVESTMENTS PTY LTD	Mediation Services	\$2,062.50
886.1099-01	06/12/2018	DAVE'S MINI DIGGA HIRE	Clean out Drain - Strangways Rd, Humpty Doo	\$1,980.00
00413197	05/12/2018	MR P M RUBIE & MS N G WYATT	Rates Refund	\$1,924.00
891.806-01	20/12/2018	ZIPPY CLEANING & MAINTENANCE SERVICE	December 2018 Cleaning of Offices and Thorak Cemetery Office and Chapel	\$1,852.30
891.885-01	20/12/2018	HUMPTY DOO DIESEL	Hino 300 tipper Reg: CA65OL 75,000km service including consumables	\$1,777.80
889.1152-01	13/12/2018	LANE LASER PRINTERS PTY LTD	2nd Instalment Notices - Set up and Send notices	\$1,669.33
891.512-01	20/12/2018	SELTOR SHAW PLUMBING PTY LTD	Isolate existing water supply & replace cisterns	\$1,595.00
891.535-01	20/12/2018	TOP END WINDSCREENS & TINTING	Remove and refit Window Tint to Tractor	\$1,180.00
886.1131-01	06/12/2018	RELIANSYS PTY LTD	Delegations Program 2018-2019, Local Government	\$1,125.00
BPAY221	03/12/2018	RTM MOTOR VEHICLE REGISTRY – MVR	Registration CA65OL Hino TIPTRK - 12 MTHS	\$1,072.30
886.690-01	06/12/2018	TOTAL HYDRAULIC CONNECTIONS (NT) PTY LTD	Tractor SV 3882 - repair leaking loader	\$968.81
889.1435-01	13/12/2018	NT CUSTOM HOMES & SHEDS PTY LTD	Erection of Garage at Freds Pass Reserve - Part payment	\$937.00
886.522-01	06/12/2018	FARMWORLD NT PTY LTD	Supply and Fit diesel count meter, and Service Kit	\$933.30
891.1207-01	20/12/2018	UNIQUE INDUSTRIES (AUTO TECH)	50,000 km service for Ford Ranger CC45FT	\$926.00
BPAY228	11/12/2018	RTM MOTOR VEHICLE REGISTRY – MVR	Registration - Kubota, Bobcat & Backhoe 12mths	\$911.75
889.1181-01	13/12/2018	ODD JOB BOB	Repair and replacement of locks on storage sheds at Knuckey Lagoon, fan repair in the community hall at Knuckey Lagoon and repairs & maintenance for Council Office	\$888.80

Cheque No	Chq Date	Payee	Description	Amount
886.1278-01	06/12/2018	SEEK LIMITED	Seek Bulk Pack - 3 classic advertisement	\$858.00
889.1253-01	13/12/2018	CRAIG BURGDORF	250 hr service on backhoe at Howard Springs WTS	\$840.50
891.1130-01	20/12/2018	MAIR'S ONLY CLEANING	Cleaning for Howard Park and Knuckey Lagoon	\$840.00
891.1396-01	20/12/2018	CSE CROSSCOM PTY LTD (T/A COMM8)	Relocate Aerial on Toyota Hilux	\$826.76
886.1130-01	06/12/2018	MAIR'S ONLY CLEANING	Caretaker duties and cleaning at Howard Park 03-16 Dec 18	\$770.00
BPAY222	07/12/2018	RTM MOTOR VEHICLE REGISTRY – MVR	Registration CA69WP - Nissan Nirvana, 12mths	\$748.30
BPAY224	11/12/2018	RTM MOTOR VEHICLE REGISTRY – MVR	Registration - Toyota Hilux - CC08KR 12mths	\$748.30
BPAY226	19/12/2018	RTM MOTOR VEHICLE REGISTRY – MVR	Registration - Toyota Hilux - CC51PU, 12 months	\$748.30
BPAY231	11/12/2018	RTM MOTOR VEHICLE REGISTRY – MVR	Registration Holden Colorado CC08CS 12mths	\$748.30
886.1207-01	06/12/2018	UNIQUE INDUSTRIES (AUTO TECH)	Ford Ranger 4x4 Utility CC45FS - ABS Sensors	\$746.00
889.51-01	13/12/2018	SOUTHERN CROSS PROTECTION	Security services of Litchfield Council	\$745.95
890.1412-01	20/12/2018	HAPPIER ENDINGS	Transportation of Coffins	\$700.00
891.1316-01	20/12/2018	MRS E FULLER	Rates Refund	\$700.00
889.581-01	13/12/2018	FOOD'LL DO	Catering & Delivery - Civic Reception	\$680.00
891.36-01	20/12/2018	BRIDGE TOYOTA	Supply and fit Side Mirror Outer Assembly to Prado	\$665.40
890.849-01	20/12/2018	WEX AUSTRALIA (PUMA CARD)	Nov 18 - Thorak Fuel Account	\$662.85
886.1009-01	06/12/2018	HUMPTY DOO CANVAS SERVICES	Replace canvas on compactor bins - WTS	\$660.00
891.187-01	20/12/2018	NORSIGN	Brackets for Signs (150)	\$629.97
889.1424-01	13/12/2018	RURAL FIRE PROTECTION	Fire equipment checks on 5 X tractors	\$512.60
00413198	06/12/2018	SOFTBALL NT	Community Initiative Grant - Softball NT	\$500.00
889.1390-01	13/12/2018	BEAU PETS	Green nylon slip leads - restocking	\$450.60
886.187-01	06/12/2018	NORSIGN	Post Caps, Brackets and Bolts for multiple Signs	\$444.84
890.790-01	20/12/2018	BOBTOW TILT TRAY SERVICES	Transportation for repair of Backhoe	\$440.00
889.928-01	13/12/2018	RSEA PTY LTD	8 boxes 120lt garbage bags	\$432.55
891.132-01	20/12/2018	AIRPOWER NT PTY LTD	Replacement Assembly, bearings and Clips	\$415.80
891.596-01	20/12/2018	AREA9 IT SOLUTIONS – HARDWARE	UPS battery for PC - Conference Room	\$413.38
886.1479-01	06/12/2018	TOP END TYRE SERVICE	Puncture repair to Hyundai loader - 2 repairs	\$407.00
891.506-01	20/12/2018	TURBO'S TYRES	Replacement truck tyre for CA73KN, including Fitting and Disposal	\$407.00
891.1142-01	20/12/2018	OFFICEMAX AUSTRALIA LTD	Stationary re-stock for Council Offices	\$403.83
891.508-01	20/12/2018	EASA	EAP Counselling Sessions - November 18	\$394.94
889.1491-01	13/12/2018	MR G G FREDDI	Rates Refund	\$387.34
889.1492-01	13/12/2018	MRS D P TWINE	Rates Refund	\$387.34
886.1023-01	06/12/2018	AUSLINE ENGINEERING	Replace hinges on Elite mower trailer	\$385.00
BPAY230	19/12/2018	RTM MOTOR VEHICLE REGISTRY – MVR	Registration - Toyota Hilux - CC08KR, 12 months	\$364.25
BPAY225	07/12/2018	RTM MOTOR VEHICLE REGISTRY – MVR	Tractor Registration SV3882 & SV3869	\$360.50
891.522-01	20/12/2018	FARMWORLD NT PTY LTD	Replacement fuel metre for waste fuel pod	\$357.00

Cheque No	Chq Date	Payee	Description	Amount
889.1487-01	13/12/2018	TERRITORY COURIER SERVICES PTY LTD	Pick up / delivery stage equipment Howard park Reserve	\$352.00
890.134-01	20/12/2018	FIGLEAF POOL PRODUCTS	Collection of microbiological water and test	\$320.50
886.968-01	06/12/2018	NT FASTENERS PTY LTD	Milwaukee 305mm Measuring wheel	\$308.00
889.249-01	13/12/2018	TERRITORY RURAL	Mesopleuron 500g x 20	\$308.00
889.506-01	13/12/2018	TURBO'S TYRES	Supply and fit tyre to Toyota Hilux CC10PU	\$305.80
891.1143-01	20/12/2018	WORKPRO (RISK SOLUTIONS AUSTRALIA)	Police Clearance – new Staff	\$302.50
889.1252-01	13/12/2018	PETER SHEPARD CARPENTRY	Investigate water leaks and repairs Council office	\$286.00
891.129-01	20/12/2018	VANDERFIELD NORTHWEST PTY LTD	Replacement oils - John Deere 6110M tractor	\$284.00
891.1479-01	20/12/2018	TOP END TYRE SERVICE	Repair flat tyre on Hyundai Loader	\$273.00
889.1040-01	13/12/2018	SUPERCHEAP AUTO	Purchase of 2 new Air hose reels	\$269.22
BPAY220	03/12/2018	RTM MOTOR VEHICLE REGISTRY – MVR	Registration Hustler Ride on Mower - CC95MN 12mth	\$264.25
BPAY232	11/12/2018	RTM MOTOR VEHICLE REGISTRY – MVR	Registration - Landboss UTV 800 12mths	\$264.25
886.506-01	06/12/2018	TURBO'S TYRES	Strip and fit tractor tyre / tube on Spare, replace valve	\$264.00
889.367-01	13/12/2018	BUNNINGS GROUP LIMITED	Safety Step Ladder	\$260.46
888.287-01	13/12/2018	HARVEY DISTRIBUTORS	Bin liners and Paper towel and Toilet Paper	\$258.85
889.61-01	13/12/2018	GREENTHEMES INDOOR PLANT & HIRE	Nov 18 - Indoor plant hire, Council Offices	\$255.28
889.1396-01	13/12/2018	CSE CROSSCOM PTY LTD (T/A COMM8)	Tracking System Data Access - Dec 18	\$255.20
886.881-01	06/12/2018	MR R DAVID	Reimburse costs - Training Course - Bitumen and Roads	\$251.50
886.956-01	06/12/2018	IRONWOOD CONSULTING	Project Management Freds Pass - Apr 18	\$247.50
891.226-01	20/12/2018	BARNYARD TRADING PTY LTD	Pipe Flanges x 30	\$238.92
886.1280-01	06/12/2018	DEPARTMENT OF INFRASTRUCTURE, PLANNING	Southport - DDA Agreement - supply of contour data	\$231.00
891.1181-01	20/12/2018	ODD JOB BOB	Supply labour and materials to carry out maintenance repairs to Litchfield Council Office	\$225.50
BPAY233	11/12/2018	RTM MOTOR VEHICLE REGISTRY – MVR	Registration POLARIS - CB29ZX 12MTHS	\$221.25
00413201	18/12/2018	LITCHFIELD COUNCIL PETTY CASH	Dec 18 - Reimburse Litchfield Petty Cash	\$211.95
891.1053-01	20/12/2018	CSG BUSINESS SOLUTIONS PTY LTD	Thorak - Photocopier Hire and Printing Costs - November 2018	\$204.95
891.1152-01	20/12/2018	LANE LASER PRINTERS PTY LTD	Print/ Mail Electronic - Bounce Back Notifications – resend	\$201.30
886.616-01	06/12/2018	PALMERSTON & RURAL PARTY HIRE	Tablecloths, Dinnerware - Civic Reception	\$198.00
890.410-01	20/12/2018	NORTH AUSTRALIAN ELECTRICAL	Remove / replace with supplied fan motor supplied to contractor	\$198.00
890.540-01	20/12/2018	HOSEPOWER (NT) PTY LTD	Thorak - On site repair of hose for JCB	\$190.89
886.1142-01	06/12/2018	OFFICEMAX AUSTRALIA LTD	Replenish Stationary Council Offices	\$189.92
887.1010-01	06/12/2018	A & J REGO INSPECTION SERVICE PTY LTD	Registration Inspection JCB Backhoe on Site	\$178.20
890.220-01	20/12/2018	THE BIG MOWER	Spare Parts and Line trimmer line	\$177.50
891.1040-01	20/12/2018	SUPERCHEAP AUTO	Portable air compressor and tyre plugs	\$175.06
886.1040-01	06/12/2018	SUPERCHEAP AUTO	Locking Fuel Cap	\$170.64
886.840-01	06/12/2018	AIRCON CLEANING	Air con cleaning / maintenance at Howard Park Hall	\$167.20

Cheque No	Chq Date	Payee	Description	Amount
889.874-01	13/12/2018	FIN BINS (VTG WASTE & RECYCLING)	Rubbish Collection for Howard Park Reserve and Litchfield Council Offices	\$166.83
891.1186-01	20/12/2018	ADVANCED SAFETY SYSTEMS AUSTRALIA PTY LTD (ASSA)	ASSA membership December 2018	\$165.00
890.928-01	20/12/2018	RSEA PTY LTD	Disposable overalls and Traffic cones	\$146.75
891.1352-01	20/12/2018	KLP TRADING PTY LTD (T/A PRO-TEK)	Repairs to MWF Manager phone	\$145.00
891.1344-01	20/12/2018	PROSEGUR AUSTRALIA PTY LTD	Collect money for Council banking - 04 & 07 Dec 18	\$143.00
886.1092-01	06/12/2018	DIMET TOOLS	Plastic wrap for the securing batteries WTS	\$141.60
889.3-01	13/12/2018	COMM8 (COMBINED COMMUNICATIONS)	Relocate Aerial on Toyota Hilux	\$138.16
DD31218A	03/12/2018	WESTPAC CARDS & DIRECT DEBITS	Thorak - November Credit Card Purchases	\$130.45
886.581-01	06/12/2018	FOOD'LL DO	Freds Pass Grant Workshop - Catering	\$130.00
886.1176-01	06/12/2018	FLOWERS BY ELISE	Civic Reception - 4 December 2018	\$125.00
891.28-01	20/12/2018	RURAL FIRE PROTECTION	Replace fire extinguisher at Berry Springs WTS	\$110.00
891.815-01	20/12/2018	JEFFRESS ADVERTISING	Advertisement notifying the release of LC Annual Report	\$110.00
886.876-01	06/12/2018	NT ICE	30 Bags Ice delivered to MWF Sheds	\$105.60
886.1486-01	06/12/2018	MRS A JOHNSON	Cat Trap Bond refund	\$100.00
886.1488-01	06/12/2018	MR M A KISSICK	Cat Trap Bond refund	\$100.00
889.515-01	13/12/2018	JC ELECTRONIC SECURITY PTY LTD	Fix cameras that are not working at Humpty Doo WTS	\$99.00
891.1319-01	20/12/2018	MOWER WORLD DARWIN (CAMPING WORLD & WE SELL FUN)	Inspection of Pressure cleaners & replacement nibs	\$92.50
00413196	05/12/2018	MRS G E ASCOLI	Reimburse Admin Cemetery Fee	\$88.40
890.367-01	20/12/2018	BUNNINGS GROUP LIMITED	Air Inflator and Umbrella's	\$86.20
890.1459-01	20/12/2018	TERRITORY SPRINGWATER AU PTY LTD	Bottled Water for Office and Chapel	\$77.00
00413200	17/12/2018	LITCHFIELD COUNCIL PETTY CASH	LC - Taminmin Library Cash Tin Float	\$75.00
886.1344-01	06/12/2018	PROSEGUR AUSTRALIA PTY LTD	Collect money for Council banking 20 & 23 Nov 18	\$71.50
889.1344-01	13/12/2018	PROSEGUR AUSTRALIA PTY LTD	Collect money for Council banking - 27 & 30 Nov 18	\$71.50
889.1130-01	13/12/2018	MAIR'S ONLY CLEANING	Cleaning for Knuckey Lagoon 10 to 14/12/18	\$70.00
890.1319-01	20/12/2018	MOWER WORLD DARWIN (CAMPING WORLD & WE SELL FUN)	Inspection of blower & replacement parts	\$67.50
889.1245-01	13/12/2018	RURAL RUBBISH REMOVAL	Rubbish collection for Knuckey Lagoon	\$52.80
886.1253-01	06/12/2018	CRAIG BURGENDORF	Assess Drive coupling on Hyundai loader	\$46.75
886.1133-01	06/12/2018	NT WATER FILTERS	Bottled Water for Foyer - Council Offices	\$31.20
886.25-01	06/12/2018	LAND TITLES OFFICE	Title searches From NTG - ILIS	\$27.40
889.1076-01	13/12/2018	TDC (NT) PTY LTD - T/AS TERRITORY DEBT RECOVERY	Debt Recovery Fees	\$22.00
891.85-01	20/12/2018	TELSTRA	Text Messaging Service	\$4.25
BPAY233B	12/12/2018	RTM MOTOR VEHICLE REGISTRY – MVR	Registration POLARIS CB29ZX - \$1 short on original PO - "Authority" not Online Payment MVR	\$1.00
TOTAL				\$3,951,875.86

CREDIT CARD TRANSACTIONS

Credit card transactions for December 2018 are listed in the table below.

Staff Member	Details	Cost Code	Gross (\$)	GST (\$)
Kaylene Conrick CEO	Qantas - CEO Flights – LGCOG Conference Feb 2019	W4084.302	420.30	38.21
	QBE – CEO Flight Travel Insurance – LGCOG Conference Feb 2019	W4084.302	12.00	2.08
	Paystay – CEO Parking Darwin CBD	W4084.302	10.00	1.90
Deborah Branson Executive Assistant	Coles - Staff BBQ End of Year Function	3130.350.515	186.19	1.64
	The Perth Mint - Australia Day Coins	3020.340.672	121.29	11.03
	Booktopia - Corporate Library - 3 x books	3130.350.515	153.20	13.93
	Virginia Tavern - Annual Clean up lunch	3130.350.515	222.00	20.18
	Coles - Civic Reception - Catering	3020.340.673	72.81	0.95
	Mad Harrys - Civic Reception - Catering	3020.340.673	23.70	2.15
	Mad Harrys - Civic Reception - Gift Wrap	3020.340.673	20.75	1.89
	Total Picture Framing - Civic Reception - Gift Frame	3020.340.673	210.00	19.09
	Australia Post - Gift - Farewell Staff Member	3130.350.515	105.95	9.63
	Waste Recycling Industry Association (NT) Mayor Breakfast Seminar Registration	3020.330.644	77.00	7.00
	Quest - Accommodation - Mayor - Roads Conference Alice Springs	3020.330.644	309.67	28.15
	ISAS - Civic Reception - Engraving Gift	3020.340.673	22.00	2.00
	Coolalinga Bakery - Shadow Minister Visit	3020.330.620	5.00	0.45
	Vision 6 - Councillor Bulletin	3020.330.500	9.90	0.90
	Facebook - Boost Posts	3030.350.602	104.81	9.53
	Canvas - Purchase Design Element Promotional Flyer	3030.350.414	1.43	-
Silke Maynard Director Community & Corporate Services	DCC Parking RE: Thorak Reg Cemetery	23000.310.645	8.00	0.73
	DCC Parking RE: Library Services	3750.350.645	3.60	0.33
	Paystay - DCCS Parking Darwin CBD	3050.310.645	10.00	0.91
Nadine Nilon Director Infrastructure & Operations	National Local Roads & Transport Congress DIO Accommodation	3400.310.644	244.11	22.19
	National Local Roads & Transport Congress DIO - Cab Charge 20/11/18	3400.310.644	42.00	3.82
	National Local Roads & Transport Congress DIO - Cab Charge 21/11/18	3400.310.644	37.90	0.91
	Waste Recycling Industry Breakfast DIO	3400.310.644	77.00	7.00
	IPWEA – Plant & Vehicle Mgmt Manual	3400.350.500	429.00	39.00
	IPWEA – Plant & Vehicle Mgmt Manual	3400.350.500	45.82	4.17
Karina Gates Finance Manager	SkyMesh	3121.350.640	71.75	6.89
	Coles Catering - FPR Upgrade	3200.350.620	31.93	0.45
	EA/PA Conference Flights SYD-DRW-SYD	W4084.302	605.14	55.01
Glen Byrnes Waste Manager	Woolworths - Staff Amenities	3410.350.515	22.50	0.95
	Outback Batteries - Batteries for Remotes	W4238.030	7.00	0.64
	Bursons - Tyre Repair Kit - Hyundai	W4226.127	49.95	4.54
	Arno's Tyre Service	W4226.127	17.60	1.60

Staff Member	Details	Cost Code	Gross (\$)	GST (\$)
	REM Tip Top	W4238.030	82.28	7.48
	Officeworks - Thermal Rolls	3410.350.500	109.68	9.97
	Woolworths- Everyday Gold Batteries	W4238.030	8.00	0.73
	Coles - Staff Amenities	3410.350.515	84.05	3.44
Justin Dunning MWF Manager	Woolworths – Bagged Ice	3800.350.515	26.00	2.36
Vicky Wellman Thorak Manager	Skymesh - NBN Satellite	23000.350.640	69.95	6.36
	Spark Plug	W3657.123	18.74	1.70
Sharon McTaggart Regulatory Services Manager	Record Keeping stamp	4040.435.562	58.70	5.34
	GoPro Headstrap, SD Adapter & Kaiser Baas Action Camera	4040.375.525	159.00	14.45
TOTAL			4,407.70	373.85

Links with Strategic Plan

An effective and sustainable Council

Recommending Officer: **Silke Maynard, Director Community and Corporate Services**

Any queries on this report may be directed to the Recommending Officer on telephone (08) 8983 0600.

Any member of Council who may have a conflict of interest, or a possible conflict of interest in regard to any item of business to be discussed at a Council meeting or a Committee meeting should declare that conflict of interest to enable Council to manage the conflict and resolve it in accordance with its obligations under the Local Government Act and its policies regarding the same.



COUNCIL AGENDA

LITCHFIELD COUNCIL MEETING

Wednesday, 16 January 2019

15 Officers Reports

- 15.1 Executive Services Quarterly Performance Report – October to December 2018
- 15.2 Community & Corporate Services Quarterly Performance Report – October to December 2018
- 15.3 Infrastructure Services Quarterly Performance Report – October to December 2018
- 15.4 TNRM 2018 Conference Partnership Report
- 15.5 GOV07 Recording of Meeting policy
- 15.6 National General Assembly of Local Government
- 15.7 Waste Transfer Station Environmental Management Plan
- 15.8 Recreation Reserve Leases and Funding Agreements Project



COUNCIL REPORT

Agenda Item Number:	15.01
Report Title:	Executive Services Quarterly Performance Report Oct 2018 - Dec 2018
Report Number:	19/0003
Meeting Date:	16/01/2019
Attachments:	Nil

Purpose

The quarterly Executive Services performance report, for the period of October to December 2018, is presented to Council for noting.

Summary

The Executive Services quarterly performance report is provided for the three months ending 31 December 2018 and covers broadly the activities carried out in the Executive Services Department.

Recommendations

THAT Council receives and notes the Executive Services Quarterly Performance report for the period October to December 2018.

Background

Executive Services comprises the Office of the Mayor and the Office of the Chief Executive Officer (CEO) and includes the following key activities: strategic planning and reporting, human resources, community engagement, government relationships and public relations. The Directorate also provides support to the elected members.

The Executive Services Directorate currently consists of four staff; the CEO, Executive Assistant to CEO and Mayor, Community Engagement Advisor and Human Resource and WHS Advisor.

1 Elected Members

This section provides an overview of the Mayor and Councillors attendance and activities during the quarter.

COUNCIL MEETING ATTENDANCE	HELD	ATTENDED	2018/19
Mayor	3	2	5
Councillor Sayers-Hunt	3	3	5
Councillor Barden	3	3	6
Councillor Simpson	3	2	5

Councillor Salter	3	3	5
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SPECIAL COUNCIL MEETING ATTENDANCE	HELD	ATTENDED	2018/19
Mayor	1	1	1
Councillor Sayers-Hunt	1	1	1
Councillor Barden	1	1	1
Councillor Simpson	1	1	1
Council Salter	1	1	1

COUNCIL RESOLUTIONS	THIS PERIOD	2018/19
Resolutions of Council	51	130

RISK MANAGEMENT AND AUDIT COMMITTEE MEETING ATTENDANCE	HELD	ATTENDED	2018/19
Independent Chairperson	1	1	2
Councillor Hunt	1	1	1
Councillor Barden	1	1	2
Mayor Bredhauer (ex-officio)	1	0	1

Next Risk & Audit Committee scheduled 5 February 2019

THORAK REGIONAL CEMETERY BOARD MEETING ATTENDANCE	HELD	ATTENDED	2018/19
Mayor	3	2	5
Councillor Hunt	3	3	5
Councillor Barden	3	3	6
Councillor Simpson	3	2	5
Councillor Salter	3	2	5

CONFERENCES, TRAINING AND DEVELOPMENT	EVENT	DATES	2018/19 IN \$
Personal Development / Governance Training – Cr Barden	November 2018		\$330.00
Personal Development / Governance Training – Cr Salter	November 2018		\$330.00

This section gives an update on entries to various registers maintained by the CEO according to relevant legislation or Council policy.

REGISTER OF INTERESTS	NEW THIS PERIOD	TOTAL
ELECTED MEMBER	2	2
STAFF	0	0

REVIEWABLE DECISIONS	RECEIVED	SUCCESSFUL	UNSUCCESSFUL	2018/19
Reject correction of assessment	0	0	0	0
Regulatory order	0	0	0	0
Suppress a person's name or address	0	0	0	0

USE OF COMMON SEAL	DATE	RESOLUTION
Nil		
TOTAL FOR FINANCIAL YEAR		0

GIFTS AND BENEFITS REGISTER	NEW THIS PERIOD	TOTAL
ELECTED MEMBER	0	0
STAFF	2	2

INFORMATION ACT REQUESTS	RECEIVED	DECIDED	APPEALED	COMPLETED
Sec 18 Access to Government Information	0	0	0	0
Sec 31 Access to Personal Information	0	0	0	0
TOTAL FOR QUARTER	0	0	0	0
TOTAL FOR YEAR	0	0	0	0

CIVIC EVENTS	DATE	LOCATION
Civic Reception in honour of Miriam McDonald as 2018 Citizen of the Year	4-12-18	Council Chambers
TOTAL FOR QUARTER		1
TOTAL FOR YEAR		3

CITIZENSHIP CEREMONIES	DATE	LOCATION	NUMBER OF PEOPLE	NUMBER OF CEREMONIES
TOTAL FOR QUARTER			0	0
TOTAL FOR FINANCIAL YEAR			13	1

3 Public Relations

MEDIA -ENQUIRIES & RESPONSES	DATE
Media Release - Deputy Mayor Tenure – All media	1-Oct
Media Release - Rating Policy CRG EOI – All media	2-Oct
Media Release - LWIBN Territory Success Stories – All media	12-Oct
Thorak Regional Cemetery – NT News	15-Oct
Mayors Column – The Sun	16-Oct
Funding allocation for monsoon event – The Sun	16-Oct
Enquiry from Council agenda - NT News	25-Oct
Enquiry from Council agenda - ABC Darwin	20-Nov
Library Transfer Staffing – All media	21-Nov
Mayors Column – The Sun	27-Nov
Mango Industry Strategic Roads Project – ABC Darwin	12-Dec
Mayors Column – The Sun	18-Dec
TOTALS FOR THE QUARTER	12
TOTALS FOR THE YEAR	24

FACEBOOK POSTS AND STATISTICS	POST	DATE	REACH
Recycled Christmas Spirit Berry Springs Waste Transfer Station.	Photo	12-18-18	645
Animals in emergencies – NT Government – SecureNT	Link	12-17-18	342
Reconstruction Works Trippe Road North	Photo	12-16-18	1582
Humpty Doo Village Green Playground Update	Photo	12-13-18	1014
Litchfield Council shared a post.	Photo	12-13-18	284
New culvert on Pioneer Drive	Photo	12-13-18	681

Council is receiving phone calls on how to get their free Gamba Grass spray. Here are the details.	Photo	12-12-18	627
UPDATE - GONE TO PAWS FOR RE-HOMING	Photo	12-12-18	1770
UPDATE - GONE TO PAWS FOR RE-HOMING	Photo	12-12-18	685
UPDATE - GONE TO PAWS FOR RE-HOMING	Photo	12-11-18	826
UPDATE - OWNER FOUND	Photo	12-11-18	563
Keeping the community up to date with Council projects	Photo	12-10-18	219
What a jolly fellow! Peter our Berry Springs Waste Transfer Station worker	Photo	12-9-18	2307
HUMPTY DOO VILLAGE GREEN PLAYGROUND	Photo	12-6-18	950
Litchfield Council shared a post.	Status	12-6-18	261
Council office hours over the Christmas/New Year period.	Photo	12-6-18	334
Mowers are almost finished in Howard Springs, they will be heading to Girraween next.	Video	12-6-18	498
Council held a civic reception	Photo	12-5-18	561
UPDATE - RE-UNITED WITH OWNER	Photo	12-4-18	942
UPDATE - GONE TO PAWS FOR RE-HOMING	Photo	12-4-18	779
Change cover photo	Photo	12-3-18	272
YourSay Litchfield	Link	12-3-18	404
Litchfield Women in Business Networking morning teas.	Photo	12-3-18	494
Wet Season Program Tractors and mowers	Video	12-3-18	565
Rural Carols by Candlelight 2018	Photo	12-2-18	460
UPDATE - GONE TO PAWS FOR RE-HOMING	Photo	12-2-18	5391
Mobile Work Force re-erect signs that have been vandalised. Before and after photos.	Photo	11-28-18 10:55 PM	1730
JOB VACANCY	Photo	11-28-18 10:06 PM	779
UPDATE - GONE TO PAWS DARWIN FOR RE-HOMING	Photo	11-27-18 10:41 PM	1732
Community Notice Boards	Photo	11-26-18 10:50 PM	348
Pavement Investigation Contractors	Photo	11-26-18 10:44 PM	993
UPDATE - OWNER FOUND	Photo	11-26-18 8:02 PM	1723
Managing Weeds	Photo	11-25-18 6:35 PM	719
JOB VACANCY	Photo	11-25-18 6:23 PM	1543

UPDATE - GONE TO PAWS DARWIN FOR RE-HOMING	Photo	11-25-18 3:09 PM	1487
Nominate NOW!	Photo	11-22-18 10:37 PM	1655
Litchfield Council shared a post.	Photo	11-22-18 3:33 PM	350
Litchfield Council shared a post.	Link	11-22-18 3:19 PM	316
Litchfield Council shared a post.	Link	11-22-18 3:18 PM	176
Did you know that your old TV's and computers can be recycled locally?	Photo	11-21-18 11:14 PM	1698
Santa run in the community.	Photo	11-21-18 8:33 PM	1355
Community Survey roads	Photo	11-20-18 9:53 PM	448
Litchfield Council is looking for nominations	SharedVideo	11-20-18 8:33 PM	343
Contractors in their concrete boots constructing a culvert on Beddington Road.	Photo	11-20-18 6:57 PM	811
UPDATE - GONE TO RSPCA DARWIN FOR REHOMING	Photo	11-20-18 5:50 PM	2507
UPDATE - OWNER FOUND	Photo	11-19-18 9:50 PM	2261
Great fun for the littlies at two of Council's sport and recreation reserves.	Photo	11-18-18 10:50 PM	475
UPDATE - OWNER FOUND	Photo	11-18-18 5:43 PM	646
UPDATE - REUNITED WITH OWNER	Photo	11-12-18 9:29 PM	1702
OWNER FOUND	Photo	11-11-18 6:24 PM	1024
Litchfield Council Annual Report 2017-18	Photo	11-8-18 10:41 PM	434
Litchfield Council shared a post.	Photo	11-8-18 8:56 PM	198
GONE TO PAWS DARWIN FOR REHOMING	Photo	11-8-18 6:18 PM	2796
Litchfield Council shared a post.	Photo	11-8-18 5:26 PM	163
UPDATE - OWNER FOUND	Photo	11-7-18 10:31 PM	3178
Culvert Installation	Status	11-6-18 6:23 PM	473
Recreation Reserve Committee Vacancies	Photo	11-4-18 8:50 PM	479
Seniors' Morning Tea - 'Gamba Grass' talk with Pauline Cass	Link	11-4-18 8:08 PM	301
Francesca Circuit Drainage Drainage	Photo	10-31-18 8:49 PM	982
Litchfield Council shared a post.	Status	10-31-18 6:54 PM	82

Litchfield Council shared a post.	Photo	10-31-18 6:53 PM	86
Litchfield Council shared a post.		10-31-18 6:44 PM	64
Do you know a Litchfield legend?	Link	10-30-18 11:44 PM	3386
UPDATE - OWNER FOUND	Photo	10-29-18 11:58 PM	588
Litchfield Council shared a post.	Photo	10-28-18 11:32 PM	123
WEED MANAGEMENT	Photo	10-28-18 10:51 PM	1295
PAWS Darwin Desexing Initiative	Photo	10-28-18 8:03 PM	3264
SPECIAL COUNCIL MEETING	Photo	10-25-18 8:40 PM	401
BE CYCLONE PREPARED	Photo	10-24-18 10:55 PM	2055
Children's Week Smile-A-Mile	Photo	10-24-18 9:25 PM	409
Litchfield Council shared a photo.	Photo	10-24-18 4:13 PM	118
UPDATE - OWNER FOUND	Photo	10-24-18 12:06 AM	1014
UPDATE - OWNER FOUND	Photo	10-23-18 10:44 PM	1150
Thorak Regional Cemetery	Photo	10-22-18 11:03 PM	693
December Council Meetings	Status	10-22-18 6:25 PM	352
Litchfield Council shared a post.	Link	10-21-18 5:15 PM	73
Litchfield Council shared a post.	Link	10-21-18 5:15 PM	33
Sittella Road	Photo	10-18-18 11:21 PM	1171
You can report a crocodile sighting	Photo	10-18-18 11:01 PM	205
Gamba Grass: Stories from the Frontline	Link	10-18-18 9:14 PM	241
Berry Springs: Gamba Grass: Stories from the Frontline	Link	10-18-18 9:14 PM	158
Gamba Grass: Stories from the Frontline	Link	10-18-18 9:13 PM	203
Do you know a Litchfield legend?	Link	10-18-18 7:17 PM	3072
Rating Policy Review	Photo	10-16-18 7:04 PM	5266
Community Reference Group	Photo	10-16-18 12:00 AM	2276
UPDATE - GONE TO RSPCA FOR REHOMING	Photo	10-15-18 5:34 PM	728
UPDATE: GONE TO PAWS FOR	Photo	10-14-18 5:39 PM	1857

Litchfield Council shared a post.	Photo	10-14-18 5:10 PM	143
UPDATE: OWNER FOUND	Photo	10-11-18 7:07 PM	751
UPDATE: OWNER FOUND	Photo	10-11-18 5:18 PM	1601
Litchfield Women in Business Committee	Photo	10-9-18 10:58 PM	958
Litchfield Council shared a post.	Link	10-9-18 9:52 PM	78
Litchfield Council shared a post.	Link	10-9-18 9:51 PM	37
2018/19 Road Reseal Program	Status	10-9-18 4:50 PM	870
Livingstone Recreation Reserve has a new menu	Photo	10-9-18 4:09 PM	106
UPDATE: GONE TO PAWS FOR REHOMING	Photo	10-8-18 4:29 PM	2240
Litchfield Council shared a post.	Photo	10-7-18 6:32 PM	82
UPDATE - OWNER FOUND	Photo	10-4-18 5:25 PM	2707
Taminmin Community Library	Photo	10-3-18 9:39 PM	975
UPDATE - OWNER FOUND	Photo	10-3-18 8:14 PM	2884
Do you want to be part of a Community Reference Group	Link	10-3-18 3:57 PM	5575
UPDATE - GONE TO PAWS DARWIN FOR RE-HOMING	Photo	10-1-18 7:02 PM	466
TOTALS FOR THE QUARTER			101
TOTALS FOR THE YEAR			101
(This is the first quarter reported)			

COMMUNITY NOTICEBOARDS	DATE	LOCATION
Knuckey and Howard Springs Reserve Committee Vacancies	Aug-Oct	Knuckey and Howard
Rates Review Community Reference Group	Oct	All
Knuckey Lagoon Reserve Survey	Oct	Knuckey
Australia Day Nominations	Oct-Nov	All

4 Policy Development

Two types of policies are maintained – Council Policies requiring approval by Council, and Administrative Policies requiring approval by the Chief Executive officer.

REVIEWED POLICY	TYPE	APPROVED
Procurement Policy	Council	21/11/2018
TOTAL FOR THIS PERIOD		1
TOTAL FOR YEAR		2
NEW POLICY		
NIL		
TOTAL FOR THIS QUARTER		0
TOTAL FOR YEAR		0

5 Employees

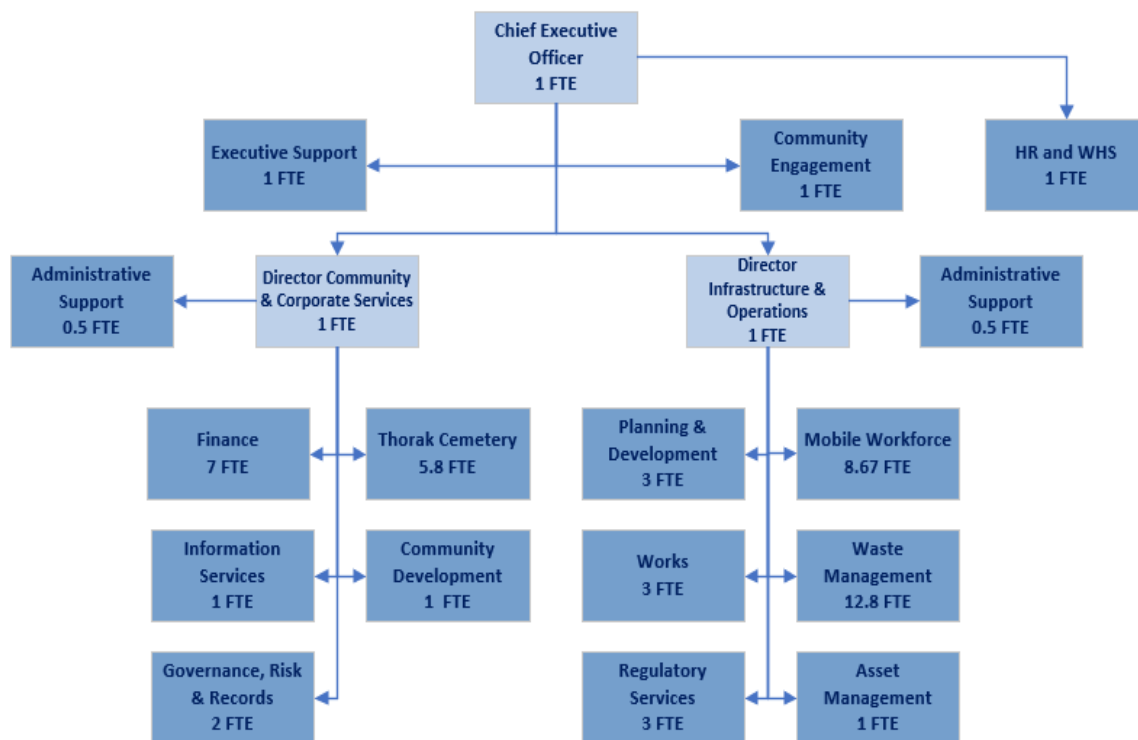
2018/2019 STAFFING PLAN

	FINANCIAL YEAR	Qtr 2
DIRECTORATE	BUDGET 2017/18 FTE	Current
Community & Corporate Services	18.3	17
Infrastructure & Operations	32.97	31.97
Office of the Chief Executive	4	4
Total full time Equivalent Staff	55.27	53.97

Current vacancies in this quarter included the Customer Service Trainee position. In addition to this, the Administration Officer – Planning and Development was vacant for part of the reporting period.

During this quarter, a vacancy for a Library Manager and a Manager Infrastructure and Assets were advertised.

ESTABLISHMENT STRUCTURE



TRAINING	<u>OCT – DEC</u>		
Category	Date	Need	Attendance
Australian Institute of Animal Management Conference and Workshop	17-19 Oct	Professional Development	Regulatory Services Manager
Operate and maintain chainsaws	4-5 Oct	Corporate Requirement	Cemetery Worker
Dial before your dig training session	17 Oct	Professional Development	6 employees - Infrastructure and Operations Directorate
First Aid Training	1 Nov	Corporate Requirement	15 employees across Council
Dealing with challenging situations	9 Nov	Professional Development	10 employees across Council
SMART Training Chemical User Accreditation	13-14 Nov	Corporate Requirement	Cemetery Worker
Sprayed Sealing Selection and Design	27-28 Nov	Professional Development	Works Supervisor

STAFF TURNOVER RATE

The staff turnover in the quarter is 1.6 %.

6 Tenders and Contracts

There have been no contractual arrangements entered into where the contract extends beyond a single year.

TENDERS	value	NUMBER	WINNER	RESOLUTION
PIONEER DRIVE AND BEDDINGTON ROAD INSTALL NEW CULVERT	\$248,747.50	RFT18-172	MUGAVIN CONTRACTING PTY LTD	WITHIN CEO DELEGATION
TRIPPE ROAD NORTH RECONSTRUCTION	\$453,199.42	RFT18-175	ALAN KING AND SONS CONSTRUCTION PTY LTD	WITHIN CEO DELEGATION

7 Litchfield Women in Business Network

COMMITTEE MEETINGS WITHIN THE QUARTER

Monday, 1 October 2018 Council Chambers

Monday, 5 November 2018 Council Chambers

FUNCTIONS WITHIN THE QUARTER

October Business Month 2019 – Territory Success Stories

Links with Strategic Plan

Priority # 1 – Everything you need

Priority # 2 – A great place to live

Legislative and Policy Implications

Not applicable to this report

Risks

There are no identifiable risks

Financial Implications

Not applicable

Community Engagement

Not applicable

Recommending Officer: Kaylene Conrick, Chief Executive Officer

Any queries on this report may be directed to the Recommending Officer on telephone (08) 8983 0600.

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COUNCIL REPORT

Agenda Item Number:	15.02
Report Title:	Community and Corporate Services Quarterly Performance Report October – December 2018
Report Number:	19/0004
Meeting Date:	16/01/2019
Attachments:	Nil

Purpose

This report presents to Council for noting, the Community and Corporate Services Directorate quarterly performance report for October to December 2018.

Summary

This report provides Council with an update of activities by the Directorate Community and Corporate Services against the Municipal Plan 2018/19 in the function areas; Finance, Rates, Information Technology, Community Development and Governance and Risk.

Recommendation

THAT Council receives and notes the Community and Corporate Services Quarterly Performance Report for October to December 2018.

Background

The Community and Corporate Services Directorate provides financial and corporate support to other areas of Council, as well as the broader Community through the management of Council-Owned Community Recreation Reserves.

For the period of October to December 2018 the **Finance Team** worked on the following projects:

- commenced the development process for the 2019/20 Budget;
- Completed the 2017/18 Financial Statements for Litchfield Council and Thorak Regional Cemetery;
- Reviewed the Service Level Agreement Costings between Thorak Regional Cemetery and Litchfield Council in preparation for the 2019/20 budget;
- Assisted with the preparation of the 2017/18 Annual Report;
- Prepared and submitted Council's application for National Disaster Recovery Relief Arrangement funding claim for Cyclone Marcus (March 2018 event);
- Prepared ABS - Local Government Finance Statistics Quarterly Estimates (October to December 2018);
- Commenced the internal audit project on Council's Payroll system;

- Prepared and submitted the 2017/18 NT Grants Commission Annual Return;
- Lodged the Quarterly Expenditure Report for Federal Government Roads to Recovery.

2018-19 Municipal Plan KPIs

KPI	TARGET	STATUS	COMMENT
Compliance with management, statutory and regulatory budgeting and reporting	100%	On track	All budgeting and reporting are compliant to date
Monthly and annual financial reporting, including audit	Unqualified audit	Complete	Unqualified Audit Report received for the year ended 30 June 2018.
Current years rates outstanding as at 30 June 2019	<15%	On track	Currently at 27.1% with two of three instalments due.
Rates coverage ratio – lowering Council's dependency on government grants and other funding sources.	>50%	On track	Forecast coverage ratio is currently at 62.8%. This increase indicates that majority grants received by Council are amounts received specifically for new or upgrade assets, therefore withheld from the percentage calculation.
Liquidity ratio	>1:1	On track	19.41:1 as at 31/12/2018
Current Ratio	>1	On track	19.41 as at 31/12/2018
Debt Service Ratio	>1	On track	Forecast is 0%
Asset sustainability ratio	60%	On track	Forecast currently 92.1%. Depreciation forecast is \$11,557,620. This increase indicates that Council is replacing assets as they reach the end of their useful life. It does however, take into consideration the increased grant funding for capital project upgrades and new asset development alleviating the percentage above Council's expected level.

Rates Department

Collection of all outstanding rates debt continues to be the focus for the Finance and Rates Team this quarter, in accordance with Council's Debt Recovery Policy FIN05.

Below identifies Council's actions from October to December 2018:

- After contracting a new Debt Collection Agency: AUSTRAL Mercantile Collection Pty Ltd, the Agency closed in November 2018. The Agency currently hold 143 rate assessments. These

assessments will need to be transferred to another debt collection company in due course to ensure debt continues to be recouped.

- The new Electronic Rates Notice system is proving effective, with 160 ratepayers currently registered to receive rate notices via email.
- Reminder letters for overdue rates were sent out 14 days after second rate instalment date 30 November 2018.

The table below provides detail on outstanding rates as at 31 December 2018 by category and installment:

	PRIOR YEAR ARREARS	INSTALMENT 1 Due 29/09/18	INSTALMENT 2 Due 30/11/18	INSTALMENT 3 Due 28/02/19	BALANCE
Commercial	\$30,762	\$13,846	\$20,152	\$75,006	\$139,767
Gas Plant				\$8	\$8*
Workers Village				\$14	\$14*
Mining Tenements	\$71,717	\$6,390	\$7,070	\$14,481	\$99,658
Non- Rateable Waste	\$19,040	\$718	\$718	\$724	\$21,200
Rural Residential	\$1,290,490	\$336,239	\$560,148	\$1,495,088	\$3,681,965
Urban Residential	\$92,309	\$27,463	\$35,491	\$85,581	\$240,843
	\$1,504,318	\$384,656	\$623,578	\$1,670,903	\$4,183,455

*short payment by ratepayer

Rates in arrears have increased by \$3,474 or 0.23%, compared to the same time last year.

The value of prior year arrears rates collected during the quarter was \$235,454. As outlined above, the total prior years outstanding rates and charges as at 31 December 2018 is \$1,504,318.

Council will continue to liaise with the Debt Collection Agencies to focus on collecting the arrears into the future.

Rates Debt with External Debt Collection Agency

As of 31 December 2018, Council has 155 Assessments listed with Territory Debt Collectors (TDC), an external debt collection agency. The below table gives an overview of the status of those properties.

Status	Number of properties	Total Debt in \$	Comments
Default Letter Sent	3	\$1,986.96	Payment arrangement not adhered to – request for payment in full
On Hold Mgt in Possession	1	\$2,401.44	Disputing debt or on financial hardship application
Letter of Demand	1	\$1,569.23	Payment arrangement not adhered to – request for payment in full
Making Payments	56	\$137,415.85	Different payment agreements, under constant review

Status	Number of properties	Total Debt in \$	Comments
Rate Arrangement	4	\$16,984.40	Awaiting recommendation from Debt Collection Agency for next step
Recommend Legal NTCAT	8	\$29,671.65	Instruction given to Debt Collectors to proceed
Paying by Instalment (Court Order)	3	\$18,848.76	Court order NTCAT set payment agreement
Contacting Ratepayer	5	\$20,499.68	Awaiting on Debt Collectors to follow through with contact
Financial Hardship	1	\$6,899.02	Awaiting on Debt Collectors to follow through with contact
NTCAT Hearing	23	\$171,511.03	Commenced proceedings at the Local Court – Order made with further action awaiting.
Initiating Application	12	\$46,672.71	Initiating Applications for both Payment Arrangement Defaults and NTCAT referrals
Paying by Instalment	9	\$42,686.35	Court order NTCAT set payment agreement
Proceeding with Judgment	3	\$13,191.21	Applied for Judgment at the Local Court

Council had 143 Assessments listed with AUSTRAL Mercantile Collection Pty Ltd, an external debt collection agency, whom have now terminated their contract. The table below gives an overview of the status of those properties. These assessments will be transferred to another debt collection company in due course to ensure debt continues to be recouped.

Status	Number of properties	Total Debt in \$	Comments
First Rates Reminder Sent	143	\$395,508.61	First Demand

Grants Status

Litchfield Council Grants

FUNDING BODY	LOCATION	PURPOSE	AMOUNT NETT	COMPLETION DUE	STATUS
NTG Department of Local Government Special Purpose Grant	Litchfield Council Office, Bees Creek Road	Installation of Solar PV system	\$78,720.00	30/06/2018	Complete - acquittal in progress
NTG Department of Infrastructure, Planning and Logistics Towards Zero Road Safety Grant	Howard Park Recreation Reserve	Road Safety Community Education Event	\$2, 758.00	30/09/2018	Complete - acquittal in progress
NTG Department of Sport and Recreation	Freds Pass Sport & Recreation Reserve	Facility Upgrades	\$3,000,000.00	30/06/2019	In progress. Further grant extension to 30 June 2019 due to construction delays.
NTG Department of Sport and Recreation	Freds Pass Sport & Recreation Reserve	Facility Upgrades	\$2,000,000.00	31/12/2019	Key milestones developed for projects
NTG Department Local Government Special Purpose	Humpty Doo Waste Transfer Station	Mobile Workforce Shed	\$225,000.00	30/06/2018	Planning tender process
NTG Department Local Government Special Purpose	Howard Park Recreation Reserve	Howard Park Reserve irrigation	\$20,000.00	30/06/2018	Installation works completed, awaiting final quotes
Federal Government Stronger Communities Fund	Howard Park Recreation Reserve	Kitchen upgrades	\$35,000.00	31/12/2018	In progress. Kitchens installed. Seeking quotes for remaining funds.

FUNDING BODY	LOCATION	PURPOSE	AMOUNT NETT	COMPLETION DUE	STATUS
NTG Department Local Government Special Purpose	Humpty Doo Village Green	Upgrade of Kitchen facilities	\$33,824.00	30/06/2019	In progress- Seeking quotes for remaining works.
NTG Department Local Government Special Purpose	Litchfield Municipality	Conduct feasibility study for aquatic centre	\$70,470.00	30/06/2019	Grant unsuccessful
NTG Department Local Government Special Purpose	Howard Park Recreation Reserve	Upgrade of playground and shade	\$70,470.00	30/06/2019	Grant successful, seeking quotes for works.
NTG Department Local Government Special Purpose	Thorak Regional Cemetery	Irrigation Master Plan	\$30,283.00	30/12/2019	Grant unsuccessful
NTG Department of Environment	Litchfield Municipality	Weed management plan	\$20,000.00	31/12/2019	Awaiting outcome of grant application
NTG Department of Environment	Litchfield Municipality	Business case for glass processing unit	\$20,000.00	31/12/2019	Awaiting outcome of grant application
Australia Day Council	Litchfield Municipality	Australia Day Event 2019	\$3,000	26/01/2019	Awaiting outcome of grant application
Office of Youth Affairs	Litchfield Municipality	Launch Over Lunch Youth Week Event	\$2,000	30/04/2019	Awaiting outcome of grant application
NTG Department of Chief Minister	Litchfield Women in Business Network	International Women's Day Event	\$3,600	08/03/2019	Awaiting outcome of grant application

Reserve Management Board Grants

FUNDING BODY	LOCATION	PURPOSE	AMOUNT NETT	COMPLETION DUE	STATUS
CBF	Freds Sports & Recreation Pass Reserve	In conjunction with Playgroup NT – Playground equipment upgrade	\$199,000.00	30/06/2018	In talks with Playgroup to spend left over funds
CBF	Berry Springs Recreation Reserve	Construction of BBQ and gazebo	\$47,154.00	30/04/2019	In planning stage
Aus Govt. Dept. of Social Services	Berry Springs Recreation Reserve	Purchase of Laptop for Reserve Committee	\$2,000	30/06/2019	Application submitted, awaiting outcome
Litchfield Council Annual Community Grants	Berry Springs Recreation Reserve	Mango Festival and Movie Night	\$2,000	30/11/2018	Complete – acquittal in progress
CBF	Livingstone Recreation Reserve	Park benches	\$9,825.00	30/02/2019	In progress
Bendigo Bank Coolalinga	McMinns Lagoon Recreation Reserve	Cracker dust to repair walkways	\$4,000	30/06/2018	In progress
Bendigo Bank Coolalinga	McMinns Lagoon Recreation Reserve	Solar Power	\$18,000	30/06/2018	In progress

Community Development

Between September and October 2018, Council engaged NT Shade to conduct **playground audits** at five Council Recreation Reserves which have playground structures; Humpty Doo Village Green, Livingstone Reserve, Freds Pass Sport and Recreation Reserve, Berry Springs Reserve and Howard Park Reserve.

Following the receipt of the playground audits, each Reserve Management Committee has been notified of the works required, along with the timeline to complete works, based on the priority of works. Works required at Howard Park Reserve, managed by Council directly, will be undertaken as part of the playground upgrade funded by a Special Purpose Grant (SPG) received recently from the Department of Housing and Community Development, Local Government Division.

Besides minor works and general maintenance requirements on the other Recreational Reserves, significant works are required at the Humpty Doo Village Green to bring three free standing pieces of playground equipment in line with the Australian Standard. After investigation of options, two pieces of equipment had to be removed. The third (large dome structure) has been fenced pending rectification works. Options are being prepared and costed for upgrade/replacement of the equipment to ensure Australian Standards are met.

Council Recreation Reserve Committees of Management

Knuckey Lagoon Recreation Reserve Management Committee met this quarter continuing discussions about the long-term plan for the Reserve. A user group has submitted an application to the Community Benefit Fund for additional storage on the Reserve and is awaiting the outcome. The Committee meets bi monthly.

Howard Park Recreation Reserve Committee also continued to discuss the what the Committee wants to achieve over next 12 months. The Committee is increasing the promotion of the Reserve, working on decreasing water costs by investigating the irrigation on the oval. Furthermore, the need for improved maintenance regarding the hall and toilet facilities has been a focus of discussion over the past quarter. The Committee meets bi monthly.

Community Initiative Program grants

In the second quarter of the financial year, Council provided the following community groups with Community Initiative Program grants:

- \$500 to Softball NT to support its Softball 7's expansion to Fred's Pass Recreation Reserve; and
- 500 for Messy Bubs to support its expansion to the Rural Area.

2018-19 Municipal Plan KPIs

KPI	TARGET	STATUS	COMMENT
Grants acquitted within agreed timeframes	100%	On track	Seed detailed table above
Community events and programs supported	8	On track	<ul style="list-style-type: none"> - Palmerston and Rural Seniors Committee, Seniors Fortnight - NT Farmers, Sweetest Job Campaign - Bees Creek Primary School, Road Safety Program - NT Polocrosse Association, Nationals in Perth - T for Thomas, Hit Six for Sepsis - Smile A Mile, Children's Week workshop - Rural Churches Carols by Candlelight annual event - McMinns Lagoon Bushcare Major Day Out - Top End Rehoming's 'A Dogs Breakfast' event - Berry Spring Recreation Reserves 'Movie Night'

Information Services Department

Over the quarter, the Information Services Department undertook the following activities:

- Request for Quotation (RFQ) for Council's Information Communications Technology (ICT) Managed Services. Panel formed, and dates set for assessment.
- Aerial Photography – added to Council's geographic information system (GIS) with access to imagery established for all staff.
- RFQ for the Multi-Function Devices (Printers) with the contract awarded to RICOH. New printers arrived and installed with training sessions completed for staff.
- Taminmin Community Library transition to Council. ICT assessment done. Some ICT items purchased and installed onsite with more items due when Fibre is connected to building. Service levels for the community will not be impacted by this.

2018-19 Municipal Plan KPI's

Key Outputs	MEASURES	TARGETS	STATUS	COMMENT
Contract Management of Councils Information and Communications Technology (ICT) Service.	Percentage of Service Desk requests closed against open requests during a period	90%	In Progress	On track.
Deliver, maintain and Support Corporate Enterprise Solution software to ensure Council operates effectively (e.g. the Customer Request Management system and an Asset Management system).	CRM workflows for service delivery developed – usage increasing.	>5%	In Progress	On track.
Implementation of the Information and Communications Technology Improvement Plan	Annual Actions Complete	>90%	Assessment of the Strategic Framework underway.	On track.
Manage Council's Geographical Information System (GIS)	Age of GIS Imagery of populated areas	<5 years	Purchase of imagery complete.	Imagery added to GIS. All access for staff to imagery portal.

Council Initiatives

- Aerial photography for GIS \$30,000 – Agreement signed;
- New GIS \$20,000 – some initial assessment done, progressing;
- ICT Plan – UPS for Servers \$5,000 – project started;
- ICT Plan VMware Sphere \$8,000 – project started; and
- Internet Speed Upgrade \$10,000 – connection configuration and changeover done.

Governance and Risk Department

Risk Management & Audit Committee (RMAC)

The RMAC met on 17 October 2018 in this quarter. Agenda items included:

- Presentation of an updated procurement policy for endorsement prior to presentation to Council;
- A report on the Procurement Continuous Improvement plan which included a status report on the time horizons recommended by KPMG;
- Setting of the 2019 RMAC work plan
- Presentation of the 2018/19 annual financial summary and financial statements prior to inclusion in the annual report; and
- Presentation of the Departmental response to Councils reply regarding the Draft Compliance report.

Risk Registers & Risk Management Framework

Officers are now completing Risk Control Status reports which are informing the risk register and providing evidence for adjustment of risk control ratings. A Risk Treatment Status report template has been developed. The responsible person reviews the status reports with their Director prior to any updates to the risk register. No changes have been made to risk profile risk and control ratings (below) this quarter. An updated register will be presented at the February RMAC meeting.

Risk Profile	Risk	Control
RP1 - Misconduct	Moderate	Adequate
RP2 - Business and Community Disruption	Moderate	Adequate
RP3 - Inadequate Environmental Management	Low	Adequate
RP4 - Errors, Omissions, Delays and Incorrect Advice	Moderate	Adequate
RP5 - External Theft and Fraud (inc. Cyber Crime)	Moderate	Adequate
RP6 - ICT Systems and Infrastructure Failure	High	Inadequate
RP7 - Failure to Fulfil Statutory, Regulatory or Compliance Requirements	Moderate	Adequate
RP8 - Inadequate Safety and Security Practices	High	Inadequate
RP9 - Ineffective and Unsustainable Financial Management	Moderate	Adequate
RP10 - Ineffective Management of Public Facilities / Venues / Events	Moderate	Inadequate
RP11 - Inadequate Records Management Processes	Moderate	Inadequate
RP12 - Inadequate Project/Change Management	High	Inadequate
RP13 - Inadequate Engagement Practices	Moderate	Adequate
RP14 - Inadequate Procurement / Supplier / Contract Management	High	Inadequate
RP15 - Inadequate Asset Sustainability Practices	High	Inadequate
RP16 - Ineffective HR Management / Employment Practices	Moderate	Adequate

Leadership Team Meetings

Council's Leadership Team comprises the Executive Team, Managers with staffing responsibilities and Council's three Advisor positions (Governance & Risk, HR and Community Engagement).

The Leadership Team met twice during this quarter.

Areas and activities covered over the last quarter include:

- Presentation of the 2018/19 internal audit plan;
- Presentation on the changes to the incoming mail handling process;
- Formation of the service review committee to develop a Customer Service Charter;
- Risk Register update including highlighting due actions to managers and consideration of control ratings;
- Internal audit actions (procurement and works permit);
- Policy Review:
 - Presentation of the review schedule.
- Presentation of the 2019/20 budget preparation plan; and
- Update on progress of records management project and employment of Records Management Officer.

Council By-laws

Council continues to work with the Department of Housing and Community Development: Local Government Division and Parliamentary Counsel to achieve Council's drafting instructions. The project has been frustrated by Parliamentary Counsel preferring to use older by-laws as a basis for developing Litchfield Council's new By-laws. As the Minister has clearly stated, Litchfield Council's new meeting procedure by-laws will become the model for NT councils, it is important that the by-

laws are modern and relevant, rather than a remake of the older by-laws from the City of Darwin. Council will continue to lobby to ensure this occurs.

2018 – 19 Municipal Plan KPI's

KPI	TARGET	STATUS	COMMENT
Compliance with legislative requirements as per Compliance Checklist (DOLG)	100%	Complete	Final report received from Department of Housing and Community Development: Local Government Division
Risk Management and Audit Committee Meetings	4 Meetings	On target	2 meetings to date (7 August 2018, 2 October 2018). Meetings scheduled for 8 February and 8 May 2019.
Internal Audits conducted as defined in the Internal Audit Program	3 Audits	Incomplete	Internal audits planned for this financial year are, <ul style="list-style-type: none"> 1. Payroll Audit - Commenced 2. Contract Management Practices 3. Traffic management of Council commissioned works
Governance & Risk Management Framework	Document Complete	Complete	Risk register maintenance is ongoing. Processes have been developed to facilitate updates.

Links with Strategic Plan

A well-run Council

Legislative and Policy Implications

Not applicable

Risks

NIL

Financial Implications

NIL

Community Engagement

Not applicable

**Recommending
Officer:**

Silke Maynard, Director Community and Corporate Services

Any queries on this report may be directed to the Recommending Officer on telephone (08) 8983 0600.

Any member of Council who may have a conflict of interest, or a possible conflict of interest in regard to any item of business to be discussed at a Council meeting or a Committee meeting should declare that conflict of interest to enable Council to manage the conflict and resolve it in accordance with its obligations under the Local Government Act and its policies regarding the same.



COUNCIL REPORT

Agenda Item Number:	15.3
Report Title:	Infrastructure and Operations Quarterly Performance Report October to December 2018
Report Number:	19/0004
Meeting Date:	16/01/2019
Attachments:	Nil

Purpose

The Infrastructure and Operations Quarterly Performance Report for the period of October to December 2018 is presented for information to Council.

Summary

For the period October to December 2018 the Infrastructure and Operations Directorate continued with routine activities and commenced several new initiatives.

Notable activities were:

- Two tenders were awarded relating to capital projects.
- Council staff were involved with Community Advisory Groups in relation to the Humpty Doo Rural Activity Centre Area Plan and Coolalinga/Freds Pass Rural Activity Centre Area Plan.
- 2604 dogs were registered by the end of this quarter.
- Asset Management Plans commenced drafting for Roads, Fleet and Plant.
- Weed spaying, slashing and mowing works commenced.

Recommendation

THAT Council receives and notes the Directorate of Infrastructure and Operations Quarterly Performance Report for October to December 2018.

Background

The Infrastructure and Operations Directorate is responsible for the following services:

- construction and maintenance of Council infrastructure
- waste management
- asset management
- regulatory services
- statutory and strategic planning services

Awarded Tenders

- RFT18-172 – Pioneer Drive and Beddington Road Install New Culvert: Contract awarded to Mugavin Contractors Pty Ltd 15/11/2018.
- RFT18-175 Trippe Road North Reconstruction: Contract awarded to Allan King and Sons Constructions Pty Ltd 23/11/2018.

Road Maintenance

- Re-sheeting was performed on Cyrus Road this quarter.
- Council's contractors have completed the second grading round for this financial year.
- 84 tonnes of patch was used for potholes and edge patching, an increase from 68 tonnes in the previous quarter.
- Road sweeping to remove debris was undertaken at 23 locations.
- Asphalting at intersections occurred at the following locations:
 - Livingstone Road & Hopewell Road
 - Kentish Road & Hopewell Road
 - Buckley Road & Goode Road
- Bitumen profiling to address pavement deformation has been completed at the following locations:
 - Buckley Road
 - Livingstone Road
 - Marian Road
 - Swan Court
 - Wheewall Road
 - Whitewood Road
- Sealing of shoulder for bus drop off area at the corner of Sandpiper & Currawong Drive.
- Kerbing works completed at:
 - Intersection of Hutchinson Road
 - Corner of Power Road & Girraween Road
 - Intersection of Wheewall Road & Bandicoot Road
- Broken Kerbing replaced at:
 - Corner Hamilton Road & Whitewood Road
 - Corner Hopewell Road & Old Bynoe Road
- Safety Barriers were installed at 7 locations along Finn Road.
- Line marking has been completed on 12 roads.
- Table drains were cleaned out removing built up silt at approximately 100 locations.
- Approximately 47 driveway access culverts and cross road culverts have been desilted.

Tree Trimming, Pruning and Lopping

- Tree Trimming, Pruning and Lopping was carried out by Council's Contractors on 32 Roads

Capital Works

- 2018/2019 Litchfield Council Reseal: Practical Completion issued on 26/10/2018
- Finn Road Drainage Upgrade: Practical completion issued on 03/10/2018
- Pioneer Dr and Beddington Rd Install New Culvert: Practical completion issued on 19/12/2018

Key Performance Indicators

Output and Measure	Target	Status
Process for informing community about road closures developed	Dec 18	Underway
Capital works program <ul style="list-style-type: none">– Completed on time and in budget	>80%	On target
Productive Roads Project	Complete	Awaiting funding
Road renewals, upgrades and maintenance programs <ul style="list-style-type: none">– Community satisfaction with maintenance of local roads	>60%	56% reported in Community Survey 2018
Property maintenance program completed on time and in budget	>90%	On target
Drainage upgrades and maintenance program <ul style="list-style-type: none">– Completed on time and in budget– Community satisfaction with roadside drainage	>90% >60%	On target 56% reported in Community Survey 2018
Wet season road network management – emergency response time	<48 hours	As required
Grant applications	Jun 19	On target

Asset Management

Asset Management Plans

The draft versions of the Roads and Plant & Fleet Asset Management Plans were prepared. Both Asset Management plans are in the review stage.

Dial Before You Dig

In this quarter, we received 285 referrals. All referrals were responded to within 2 days.

Streetlight Monitoring

In this quarter, Council received 2 customer requests for 2 streetlights. In addition, the contractor completed a night audit in October and repaired 13 faulty lights. Generally, the contractor addressed the issues within 2 weeks as per the agreement with City of Darwin.

Solar Panel Installation

Solar panels were installed at the administration building of Litchfield Council and the power generation started from the end of October 2018. There has only been one bill received since the commencement of generation at the time of writing the report, however the average of \$2800 per

month for electricity in the six months to October had reduced to \$1600 for the month of November 2018.

The key performance indicators of asset management area are presented below:

Key Outputs	Measures	Targets	Status
Asset Management Policy and Plans Developed	Developed	Dec 2018	Policy – Completed Thorak Regional Cemetery – Completed Roads – Review Plant & Equipment – Review
Asset Inspection /Maintenance Program	Program Developed	Oct 2018	Maintenance Program – Completed Inspection - Underway

Planning

Statutory Planning

Statutory planning involves planning for development in accordance with the requirements of the NT Planning Scheme. Statutory planning activities include review and making comment on applications for development and subdivision within the municipality. The following table indicates activities carried out during the quarter and includes the 2017/18 totals for comparison.

Application Type	Received this Quarter	2018/19 Total (6 Months)	2017/18 Annual Total (12 Months)
Change of Use	0	1	2
Clearing of Native Vegetation	0	0	3
Consolidation	0	0	1
Excavation and Fill	0	1	2
Independent Unit	1	3	5
Medical Centre	0	0	1
Multiple Dwelling	0	0	2
Other	6	14	16
Restaurant	1	1	0
Shed	1	1	7
Showroom Sales	0	0	1
Single Dwelling	1	1	7
Subdivision	0	1	12
Subdivision and Consolidation	1	2	1
Telecommunications	0	0	1
Unit Title Subdivision	1	1	4
Variation	0	0	3
Warehouse	0	0	1
Total	12	26	69

Independent Units

This quarter, the Planning and Development Department received 1 Development Application proposal for an independent unit, in November. This was at 9 Radford Road, Howard Springs

(PA2018/0456) for the construction of an independent unit in excess of 50m² and garage addition to an existing single dwelling with reduced side and rear setbacks, of which the outcome is yet to be determined.

Strategic Planning

Strategic Planning involves long-term planning to give guidance for future development. Strategic planning activities primarily serve to amend the NT Planning Scheme and includes rezoning applications, Area Plans, Concurrent Applications and other amendments to the NT Planning Scheme policies and principles. There were no applications received this quarter relating to strategic planning.

Application Type	Received this Quarter	2018/19 Annual Total (6 Months)	2017/18 Annual Total (12 Months)
Rezoning	0	2	4
Planning Scheme Amendment Other	0	0	3
Other	0	0	1
Total	0	2	8

Mining Leases and Permits

Mining Leases and Permits are managed under the Mining Act, and Council is offered the opportunity to make submissions. Activities in this area over the past quarter are provided in the table below.

Application Type	Received	2018/19 Annual Total (6 Months)	2017/18 Annual Total (12 Months)
Mining Lease	4	6	10
Mining Permit	0	0	23
Other	0	0	0
Total	0	6	33

Key Planning Performance Indicators

Output and Measure	Target	Status
Submissions to the NT Government and participation in NT Planning working groups; Comments submitted on applications within required timeframes Community satisfaction with new development	>95% N/A	Met Question not asked
Approval of plans, reports and construction documentation; Plan approvals issued within 10 days Work Within a Road Reserve Permits Issued within 5 days	>90% >95%	Achieved Achieved
Procedures/checklists completed	Sep 18	Achieved Dec 2018
Developer Contribution Plans	Sep 18	Underway

Waste

Council maintains waste transfer stations at Howard Springs, Humpty Doo and Berry Springs. The following table provides an overview of waste received at these stations for July to September 2018, and the previous quarters (note all values are in tonnes). The recycling quantities will fluctuate due to the timing of removal or processing.

	2017/18				2018/19	
	Q1	Q2	Q3	Q4	Q1	Q2
General Waste Disposal	1857.9	1664.2	2019.3	1712.0	1629.1	1718.2
Construction Waste	78.8	123.4	185.8	71.5	80.8	113.0
Green Waste Commercial	81.1	51.2	40.9	201.0	120.1	77.9
Green Waste Domestic	381.8	391.1	1164.5	869.2	392.7	474.4
Total Recyclables Incoming	455.8	425.2	506.7	486.3	374.2	452.9
Incoming Waste	4792.2	4442.6	6122.3	5123.5	4306.8	4667.8
Cardboard	41.6	46.9	43.9	50.5	46.8	44.4
Co-mingle	34.7	34.9	31.9	32.2	36.8	35.9
Scrap Metal	302.6	273.8	353.9	310.2	240.3	299.9
White Goods	28.6	27.5	32.9	33.5	7.6	0.0
Air Conditioners	0.0	1.0	2.7	2.2	1.4	11.6
Tvs and Computers	0.0	0.0	0.0	0.0	0.0	11.5
Cash for Containers	12.4	8.1	5.9	18.4	9.7	15.5
Dry Recyclables	419.8	392.1	471.2	447.0	342.6	418.7
Tyres	2.2	2.6	1.4	1.5	2.4	2.8
Used Oil	14.0	15.3	10.6	9.5	12.6	9.1
Batteries	19.8	15.2	23.5	28.3	16.6	22.2
Wet Recyclables	36.0	33.1	35.4	39.3	31.6	34.2
Total Recycling	455.8	425.2	506.7	486.3	374.2	452.9
Crushed Concrete (sold)	38.2	15.4	427.0	166.8	12.5	0.8
Wood Mulch (sold)	299.8	19.4	8.8	56.6	13.2	6.4
Mulch (sold)	337.2	235.5	222.6	236.4	819.5	497.4
Total Reprocessed	675.2	270.3	658.4	459.8	845.1	504.6
Total Diversion	1131.0	695.5	1165.1	946.1	1219.3	957.6

The following graphs illustrates the trends for the key performance indicators.



Figure 1

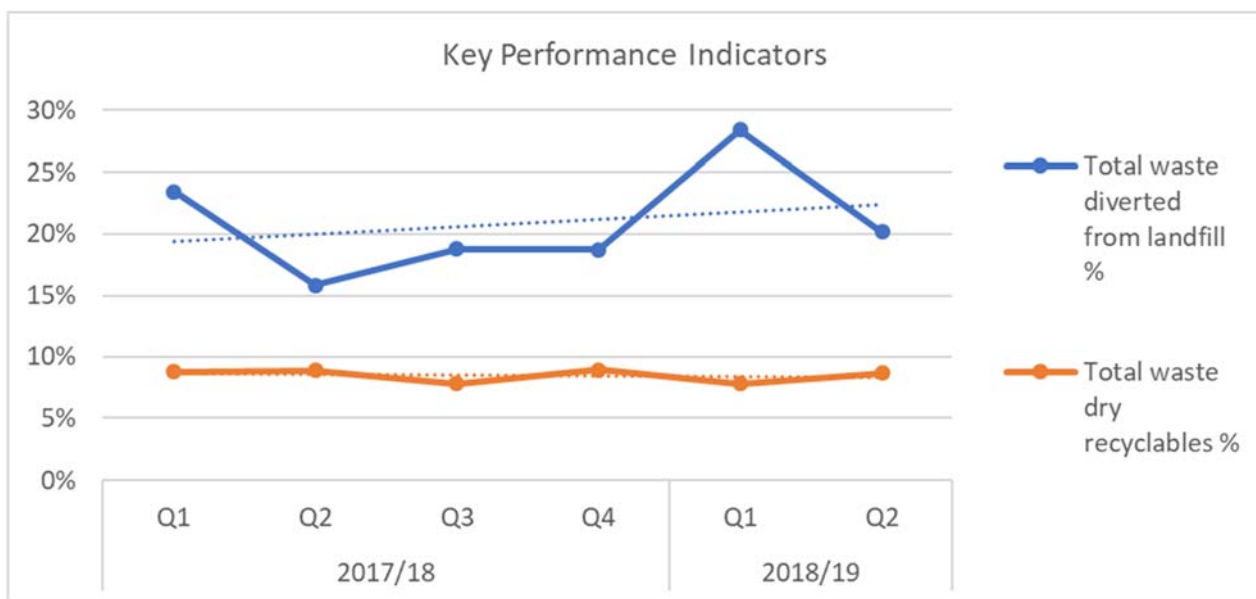


Figure 2

Key Performance Indicators

Output and Measure	Target	Status
Waste transferred to Shoal Bay Landfill	<10,000	3541 tonnes to date
Safe operation of waste transfer stations; Community satisfaction with waste transfer stations	>80%	60% per Community Survey 2018
Cost per tonne of throughput – establish baseline	\$TBD	End of year calculation
Resale of recycled materials; Community satisfaction with waste recycling	>55%	52% per Community Survey 2018
Total waste recycled (diverted from landfill)	>30%	24% (to date)
Total waste dry recyclables	>15%	8% (to date)
Green waste on-sold as mulch	>80%	131% (due to backlog)
Waste Audits	Oct 18	Complete

Mobile Workforce

In October, the MWF transitioned into carrying out the final preparation of plant and equipment for the wet season whilst also continuing with sign maintenance and litter collection. Weed spraying commenced on 30 October 2018. The slashing and mowing program began on 20 November 2018.

Litter Collection

There were 3 bulk collections of illegal dumping in addition to 97 bags and 8 tray loads of litter collected from regular roadside pick ups.

Signs and Guide Posts

150 signs were installed or repaired.

Mowing and Slashing

On target with previous years progress, with Knuckey Lagoon, Howard Springs, Girraween and McMinns Lagoon completed along with monthly services of the waste transfer stations and Coolalinga urban area.

Tractors have completed the Darwin River and Fly Creek area and 50% of Livingstone-Berry Springs.

Spraying

Due to the lack of rain and unusually windy conditions the spraying commenced two weeks after schedule. The spraying program has kept ahead of the mowing and slashing machines with roadside furniture and spot spraying of target weeds. In addition, there has been 75% of Council's excised lands bulk sprayed for target weeds.

Other Tasks

- Staff completed First Aid Refresher training
- Four new casual and fixed term staff were inducted and trained
- Supported Thorak cemetery with staff and management when required
- Set up and retrieved 3 rounds of traffic counts

Key Performance Indicators

Output and Measure	Target	Status
Road Network, Road Reserve and Fire Break slashing before July Fire Bans; Vegetation slashing & mowing road network 900km Fire breaks and road reserve slashing 1000km	2 rounds >75%	On target
Install and maintain signs and guide posts, replace non-compliant signs from signage program	100%	Maintenance as required
Plant and equipment servicing schedule; Reduce lost time due to breakdown Plant serviced within 3 days	<20 hours 100%	On target On target

Weed Management Plan Update	Complete	Awaiting response
Weed spraying of road furniture and classified weeds on road reserve and excised lands; 900km verges and 1000km excised land Community satisfaction with weed management	150,000l > 50%	Two weeks behind 48%
Road litter verge collection; Community satisfaction with roadside maintenance	>50%	52%

Regulatory Services

Regulatory Services includes the management of dogs within the municipality, investigating complaints, micro-chipping dogs and providing education and assistance to dog owners to encourage both compliance and responsible dog ownership.

Customer Requests	Oct-Dec 2017	Jul-Sept 2018	Oct-Dec 2018	Total to Date 2018/19
Dog at Large	89	103	115	218
Dog Menace Animal	2	1	3	4
Dog Attack Animal	16	15	7	22
Lost Dog	46	30	29	59
Dog Menace Person	5	11	2	13
Dog Attack Person	3	3	0	3
Nuisance Barking	3	19	7	26
Unregistered Dog	-	21	19	40
Trap Request	6	12	4	16
Other	3	1	5	6
Feral Dogs	0	2	2	4
Surrendered Dog	-	1	1	2
Deceased Dog (removal)	3	0	4	4
Abandoned Vehicle	11	8	7	15
Total	187	227	205	432

Impounded Dogs	Oct-Dec 2017	Jul-Sept 2018	Oct-Dec 2018	Total to Date 2018/19
Released to owner	55	61	54	115
Transferred to PAWS	18	14	17	31
Transferred to RSPCA	2	6	3	9
Euthanised	4	1	2	3
Total Impounded	79	82	76	158

The graphs below represent trends for the key customer request activities and reports.

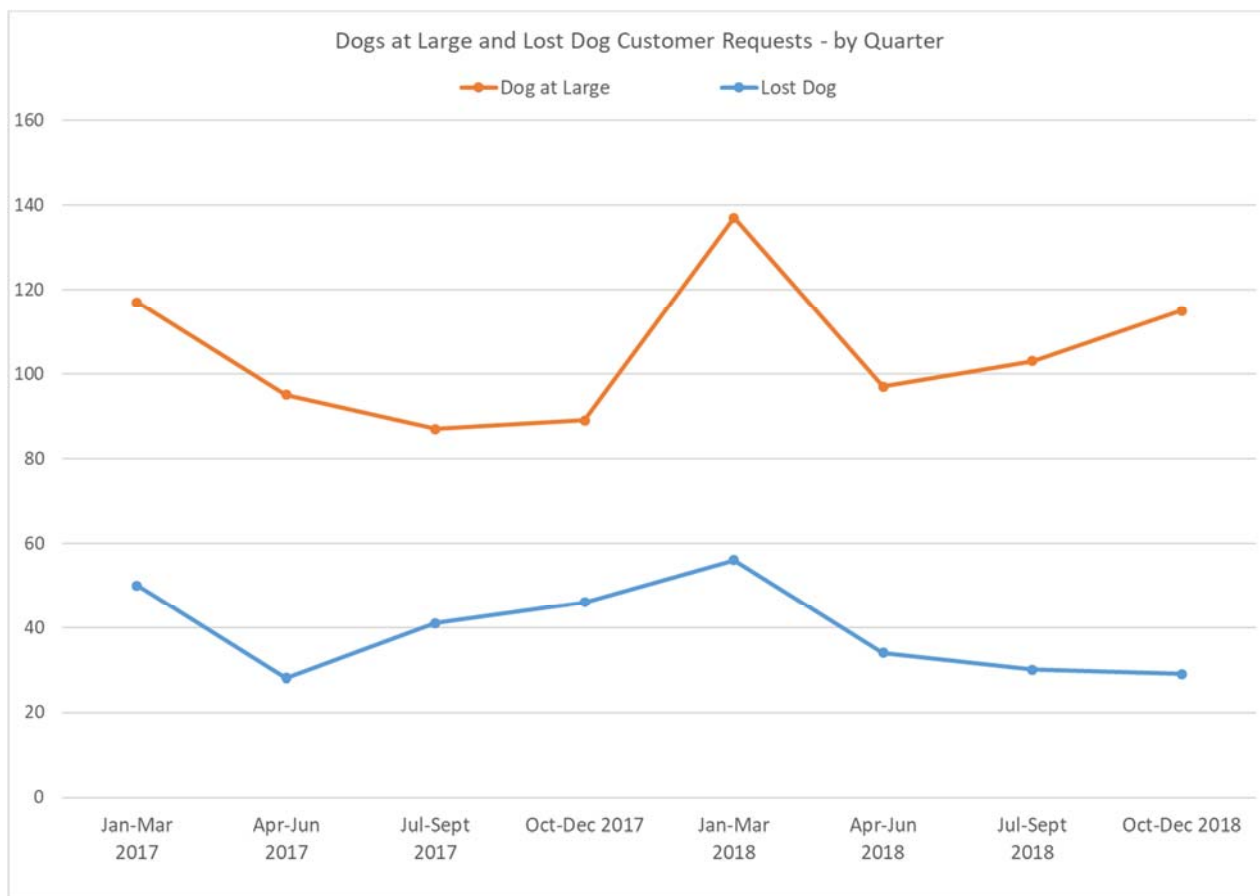


Figure 3

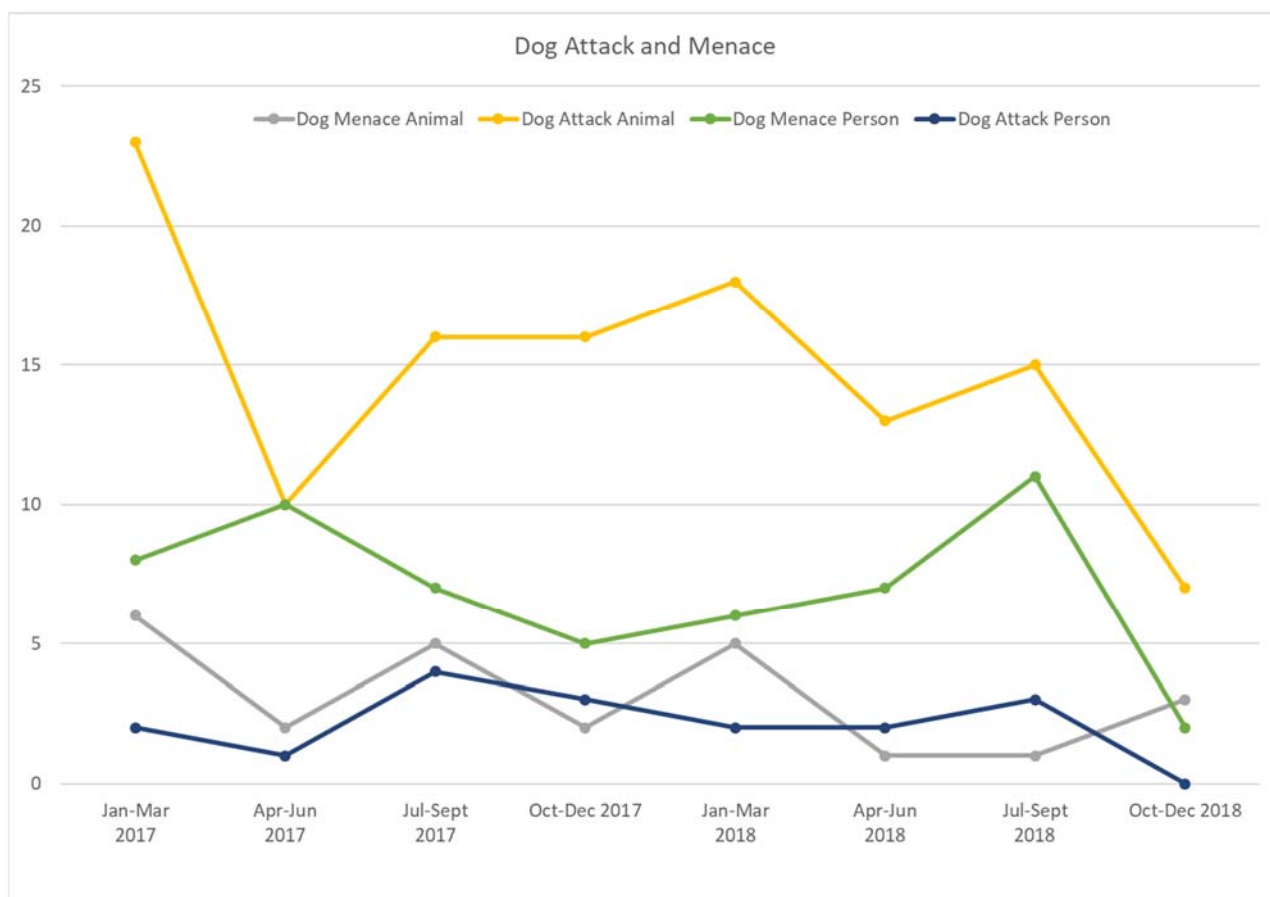


Figure 4

Dog Registration

There have been 164 new dogs registered with Council during the quarter, 136 dogs reported as deceased and 173 dogs reported as no longer residing in the municipality.

There are 2604 dogs currently registered with Council and Rangers are following up on 652 dog registrations which expired on 31 August 2018 and have not been renewed. Also, there are approximately 1000 dogs from the original microchip database that remain unregistered.

Animal Management Plan

A draft plan is currently being prepared and will be presented to Council in March, prior to commencement of the phase 2 consultation period.

Key Performance Indicators

Output and Measure	Target	Status
Educate community about responsible dog ownership; Education programs delivered to primary schools Dogs registered increased Registered dogs are desexed	>1 >10% >45%	On target On target On target
Administer and enforce Dog Management By-Laws; Community satisfaction with animal management	>50%	46%
Animal Management Plan	Complete	Phase 1 consultation complete
Record and investigate customer requests; Customer requests actioned <2 days Investigations completed within 14 days	100% >90%	Achieved Achieved

Links with Strategic Plan

Priority # 1 – Everything you need

Legislative and Policy Implications

Not applicable to this report.

Risks

Not applicable to this report.

Financial Implications

Not applicable to this report.

Community Engagement

Throughout the reporting period, Council staff engaged with residents and businesses through a range of forums and as required to fulfil official duties. Records of communication are held by Council officers.

**Recommending
Officer:**

Nadine Nilon, Director Infrastructure and Operations

Any queries on this report may be directed to the Recommending Officer on telephone (08) 8983 0600.

Any member of Council who may have a conflict of interest, or a possible conflict of interest in regard to any item of business to be discussed at a Council meeting or a Committee meeting should declare that conflict of interest to enable Council to manage the conflict and resolve it in accordance with its obligations under the Local Government Act and its policies regarding the same.



COUNCIL REPORT

Agenda Item Number:	15.4
Report Title:	TNRM 2018 Conference Partnership Report
Report Number:	19/0004
Meeting Date:	16/01/2019
Attachments:	Attachment A – TNRM 2018 Conference and NT NRM Awards – Litchfield Council Letter Attachment B – TNRM 2018 Conference Partners Report

Purpose

This report presents for Council information the Territory Natural Resource Management 2018 Conference Partnership Report.

Summary

In August 2018 Council agreed to support the TNRM and Northern Territory Natural Resource Management Awards as a Silver Partner by financially contributing \$2,500 in 2018.

The TNRM 2018 Conference Partners Report provides an overview of the 2018 TNRM Conference and NT NRM Awards.

Recommendation

THAT Council receive and note the Territory Natural Resource Management 2018 Conference Partnership Report.

Background

In August 2018 Council was presented a report requesting sponsorship from Territory Natural Resource Management (TNRM) for the upcoming TNRM 2018 Conference and NT NRM Awards.

Over the past two years (2016 and 2017) Council has partnered with TNRM by providing \$2500 in sponsorship funding towards the annual TNRM Conference and Awards. Council agreed to support the TNRM and Northern Territory Natural Resource Management Awards as a Silver Partner by financially contributing \$2,500 in 2018.

Partnership benefits provided to Litchfield Council included:

- Two complimentary full conference registrations including access to welcome function, presentation post sessions, catering and ability to register for all workshops, field trips of interest
- Two complimentary tickets to attend the NT NRM Awards Gala Diner

- Logo displayed on TNRM website, in the TNRM Network Notes newsletters, in the conference and awards programs and during conference and awards
- Inclusion of a promotional items in the delegate satchels
- Display of the banner during Presentation Day

The Conference was held in November 2018. Mayor Bredhauer and Councillor Barden attended several workshops within the conference and participated in the Awards Gala Dinner.

The TNRM 2018 Conference Partners Report provides an overview of the 2018 TNRM Conference and NT NRM Awards.

Links with Strategic Plan

Priority # 3 – A beautiful and safe natural environment

Legislative and Policy Implications

Council's FIN07 Grants, Donations and Sponsorships Policy is relevant to this matter. The Policy states that all grants scholarships, donations and sponsorships must benefit the Litchfield Council Municipality and as reported in August 2018, this particular item relates the goals and strategies within the Municipal Plan.

Risks

There are no risks identified.

Financial Implications

No financial implications related to this report.

Community Engagement

Nil.

Recommending Officer: Kaylene Conrick, Chief Executive Officer

Any queries on this report may be directed to the Recommending Officer on telephone (08) 8983 0600.

Any member of Council who may have a conflict of interest, or a possible conflict of interest in regard to any item of business to be discussed at a Council meeting of a Committee meeting should declare that conflict of interest to enable Council to manage the conflict and resolve it in accordance with its obligations under the Local Government Act and its policies regarding the same.

17 December 2018

Kaylene Conrick
CEO
Litchfield Council
PO Box 446
HUMPTY DOO NT 0836

Dear Kaylene

Re: 2018 TNRM Conference and NT NRM Awards

Thank you for partnering with Territory Natural Resource Management (TNRM) for the 2018 TNRM Conference and NT NRM Awards. The conference and awards were a great success with over 400 delegates from across the Territory attending the 3-day event.

The conference included 13 workshops, 2 field trips and a presentation day showcasing 18 NRM presentations with a further 15 poster presentations. Over 262 people attended the NT NRM Awards Gala Dinner, which was a great evening celebrating the fantastic work and achievements of Territorians who look after the Territory's natural environment.

Providing events of this calibre would not have been possible without the generous support of our partners. Your partnership contribution directly supported natural resource managers from across the NT to attend and participate in these events. Attendees included community and Landcare group members, indigenous rangers, pastoralists, farmers, industry professionals, local, NT and federal government staff and researchers. TNRM is proud to host events where such a broad mix of people, groups and organisations come together to share their stories, network and learn from each other.

We hope that you enjoyed and benefited from these events as much as the natural resource management community. Please see the attached Partnership Report, which provides an overview of the 2018 TNRM Conference and NT NRM Awards.

Once again, on behalf of the Board and staff of Territory Natural Resource Management (TNRM), thank you for your support. We look forward to the opportunity to partner with you again in the near future.

Your sincerely



Karen May

Chief Executive Officer

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Alice Springs Office
Business & Innovation Centre
Desert Knowledge Precinct
South Stuart Highway, NT 0870



TERRITORY NATURAL RESOURCE MANAGEMENT
2018 CONFERENCE
PARTNERSHIP REPORT

THANKS TO OUR PARTNERS

This event would not have been possible without our valued and generous partners.

We truly appreciate the support and contribution our partners have made to the 2018 TNRM Conference and NT NRM Awards and their ongoing support and commitment to TNRM throughout the year.

Platinum Partners



Gold Partners



Silver Partners



Bronze Partners



Thank you to everyone who attended and supported the 2018 Territory Natural Resource Management Conference and the NT NRM Awards. Your participation and contribution made this our most successful and well-attended event to date.

We were pleased to host over 400 delegates from across the Territory, and further afield, at the 3-day event held from 13-15 November at the Darwin Waterfront Precinct.

The conference program was packed with presentations, workshops and field trips, and provided plenty of opportunities for networking, sharing and learning.

The NT NRM Awards ceremony was a fantastic event, demonstrating the collegial nature of the people working in natural resource management.

262 guests warm-heartedly celebrated the achievements of the individuals and groups who are our champions of nature, conservation and farming for the future.

The conference and awards showcase and advance activities related to sustainably managing the Territory's land, water and biodiversity. We were thrilled to have Indigenous organisations, community and Landcare groups, government, Territory businesses, industry bodies and primary producers participate in the conference.

As the only event of its kind in the Territory, we are proud to offer the rare opportunity for face to face knowledge sharing and developing of potential future collaborations between fellow natural resource management practitioners.

Taken from the survey conducted, a highlight for many delegates was the networking opportunity the conference provided. Many attendees also spoke of lasting, positive impressions and shared plans of how to incorporate new learnings into daily work and future collaborations.



Delegates valued the networking opportunities the conference provided as well as the breadth of topics and projects presented through presentations and interactive workshops.



All feedback indicates a successful event, participants felt assisted from the point of registration and throughout the course of the conference.



TERRITORY NATURAL RESOURCE MANAGEMENT

Territory Natural Resource Management (TNRM) is an independent not for profit, organisation. We work with individuals, groups, industry and government to plan for and support the sustainable management of our land, water, soil, plants and animals.

Our 76 Members include industry bodies, Indigenous organisations, community and Landcare groups, primary producers, local government, and businesses.

We are custodians of the NT Natural Resource Management (NRM) Plan. This community plan identifies and sets the strategic direction for natural resource management in the Territory.

We work with the community to address management priorities identified in the Plan by:

- Planning, coordinating and working collaboratively to deliver projects
- Building partnerships and supporting people to work together
- Sourcing funding and assistance for on ground work
- Bringing people together to share information and knowledge and learn from each other
- Supporting training to increase skills and capacity
- Sharing success stories and recognising the efforts of Territorians in managing our natural resources



WORKSHOPS

Self-Herding For profits and landscapes

This workshop provided an insight into the broad range of management strategies that behavioural approaches can provide and the benefits to production and landscapes that can be achieved by Self Herding.

Research Marketplace

Sponsored by Northern Australia Environmental Resources Hub

The marketplace-style workshop gave participants an increased understanding about NRM topics such as Gamba Grass and fire, links between fish and flows, the multiple benefits of Indigenous Land & Sea Management Programs, mangrove dieback, eDNA methods, and Ranger Mine rehabilitation.

Citizen Science Knowledge, sharing & understanding

Participants heard successful Citizen Science project co-ordinators discuss ways in which the field of Citizen Science can be utilised in driving education and engagement, as well as delivering meaningful data.

Project Planning All you need to know for effective planning & design

Matrix on Board partnered with TNRM to deliver this full day workshop, which looked at participants' own projects, using a logic model of thinking to identify inputs, activities, outputs, and outcomes.

Sea Country Management

Sponsored by the Australian Marine Conservation Society

Recognising the key role Indigenous Sea Rangers play in protecting the important values of the NT coastline, Indigenous Sea Rangers discussed complex sea country management options, explored the successes of Sea County IPAs, and the management options and legislative tools that might further support Rangers and TOs in the effective management of their sea country.

Farming for the Future Stories of success and sustainability

Primary producers shared their real life experiences, challenges, fails, and wins from starting their business through to how they arrived to where they are today.

It was a phenomenal workshop today, I really enjoyed the stories, and the communication skills of the presenters were second to none. I thought that Jacob also chaired and summed up beautifully. It was a real inspiration to me.



FIELD TRIP

NRM Research and Collection

The Museum and Art Gallery of the Northern Territory (M.A.G.N.T.) partnered with TNRM to take conference delegates on a 'Behind the Scenes' tour at the museum. Participants were shown the museum stores and laboratories to explore how their research and the museum's collections inform natural resource management.



WELCOME RECEPTION AT PARLIAMENT HOUSE

The honourable Ken Vowles, Minister for Primary Industry & Resources and Minister for Aboriginal Affairs hosted a welcome reception for conference delegates at Parliament House. The reception was a perfect opportunity to catch up with natural resource managers from across the Territory and beyond.



Image: Grant Williamson

PODIUM PRESENTATIONS

Addressing an audience of 230 delegates, presenters shared their work and answered questions in a series of 10 minute talks held throughout the day. Morning and afternoon tea as well as a buffet lunch provided for great networking opportunities.

The diversity of projects and activities showcased through the day received very positive feedback, with presentations from Indigenous groups such as the Cat eradication project on West Island being the highlight based on participant feedback.



Thank you again for the outstanding conference, I really enjoyed the talks, there was so much that I could relate to from what I have worked on in the past. Everything was so well put together, it felt comfortable and well organized. I especially appreciated the participation of the rangers. I am very familiar with the effort that it takes, so congratulations, well done.

Session 1: Making Profitable and Agile Markets out of our Natural Resources

This session looked at various industries within the NRM sector and how they are exploring and improving upon existing practices with an aim to long-term sustainability. How can Indigenous communities make the most out of natural assets such as crocodiles and oysters? How can some of our biggest land managers adapt their practices to become resilient against external challenges? These presentations allowed the audience to see how industry leaders are implementing practices and innovation in sustainable production in a truly Territory Way.

Territory Conservation Agreements

Andy Bubb

Rangelands Self Herding to shape grazing patterns for NRM and productivity benefits

Dean Revell, Revell Science

Productive partnerships: Development of a tropical rock oyster farm on South Goulburn Island

Paul Armstrong, NT Department of Primary Industry and Resources & Bunug Galaminda, Yagbani Aboriginal Corporation

Saltwater crocodiles: making use of natural assets for Indigenous landowners

Adam Britton

Session 2: Finding Balance between Environmental Management and Economic Development in a Changing Climate

The Northern Territory is rich in resources, but perhaps its greatest asset is its natural environment, which remains structurally intact. The impacts of climate change though, will intensify the NRM challenges facing people in the NT. Regional organisations and their stakeholders are developing a greater understanding of planning for and adapting to climate change whilst maintaining a uniquely Territorian economy based upon our natural and cultural wealth. This session posed big questions about how we might balance competing interests and values and find our own Territory Way.

Ecosystem Services Valuation

Prof. Robert Costanza, Ida Kubiszewski, Australian National University

Mapping the Future Program

Simon Cruckshank, NT Department of Environment and Natural Resources

Monitoring the Top End Seas with IMOS OceanCurrent

Madeleine Cahill, Physical oceanographer and satellite oceanographer, modeller, data analyst, CSIRO

Bill and Ted's Excellent Crustacean Migration

Dr Mark Grubert, NT Department of Primary Industry and Resources

Digital Earth Australia: from satellites to insights

Claire Krause, Geoscience Australia

Session 3: Long-term Strategising in Natural Resource Management

Planning for and delivering positive natural resource management outcomes often requires long-term development and implementation. Working in collaboration can also help deliver lasting results. Session three explored projects that have delivered, or are planning for, success over a multi-year period. These are achieved through strong and healthy partnerships working towards a common goal.

Caring for curlews and the coastline

Larrakia Rangers and Amanda Lilleyman

Better strategic control of salvinia in Kakadu using weevils and targeting "sudds"

Louis Elliott, Northern Territory Government, Matthew Rawlinson, Gundjeihmi Aboriginal Corporation, Margaret Rawlinson, Djurrubu Rangers

Ten years of collaborative feral buffalo and pig monitoring on coastal wetlands of the Laynhapuy Indigenous Protected Area

Yirralka Rangers, Dr. Emilie Ens and Daniel Sloane, Department of Environmental Sciences, Macquarie University

Many ways to skin a cat: completing the West Island Cat Eradication

Steven Simon and Lynette Simon, Li-Anthawirriyarra Sea Rangers; Rachel Paltridge, Desert Wildlife Services

The northern hopping-mouse on Groote Eylandt....and beyond?

Rebecca Diete, Ecologist, Bush Heritage Australia

Session 4: The Power of Communities

Community engagement can be the backbone of many successful NRM projects, and community education helps to further understanding of environmental issues and challenges. The day's final session featured four presentations on how local organisations are making positive impacts within their communities.

Using nest boxes for threatened arboreal mammals in the NT

Emma Lupin, Greening Australia and Leigh-Ann Woolley, Research Institute for the Environment and Livelihoods - Charles Darwin University

Voyages Indigenous Tourism Australia: Sustainable management practices in a remote area

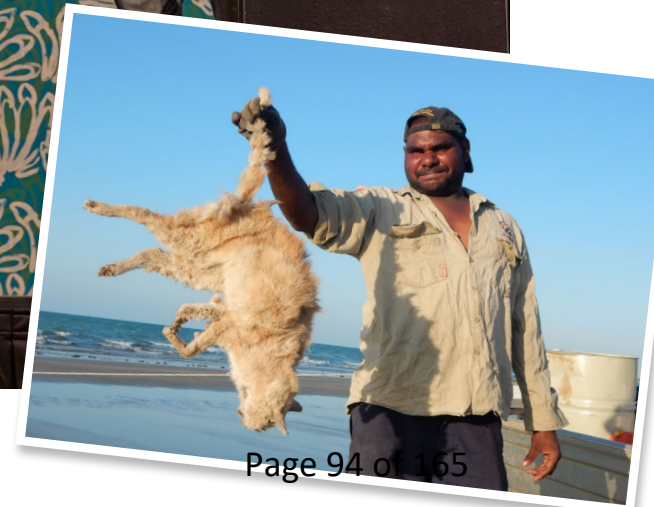
Mandy McLeod, VITA

Northern Territory Aboriginal Ranger Grants - Moving into Year Two

Keith Saalfeld, NT Department of Environment and Natural Resources

The Outback Water Project

Jon Hodgetts, Territory Natural Resource Management



POSTER PRESENTATIONS

Can fire be used to manage the amount of feathertop wiregrass in Mitchell grass pastures?

*Dionne Walsh, Rangeland Program Manager, NT
Department of Primary Industry & Resources*

Tool developed for economic analysis of prickly acacia control in the Northern Territory

ArGyll Consulting

Integrated pest management technology in Northern Territory vegetable crops and extending the technology through demonstration plots

Brian Michael Thistleton, Greg Owens, Haidee Brown, Laura Cunningham, Michael Neal & Samantha Tocknell

Independence brings new strength to Mimal Rangers

*Mimal Land Management Aboriginal Corporation:
Julia Salt (women's ranger coordinator)*

Research into nest uptake by mammals

Emma Lupin, Leigh Ann Wooley

Testing "Rangelands Self Herding" at Kidman Springs, NT

Dionne Walsh (NT DPIR), Dean Revell (Revell Science) & Bruce Maynard (Stress Free Stockmanship)

Approaches to inform harvest strategies for Mud Crab fisheries in northern Australia

*Dr Julie Robins (Principal Investigator),
Queensland Department of Agriculture and Fisheries*

Keeping Country Clean and Healthy

Tjuwanpa Women Rangers

Threat assessment of the northern long-neck turtle (*Chelodina oblonga*) population in the Finniss River catchment, Northern Territory

Isabel Ely, Carla Eisemberg, Erica Garcia, Keith Christian, Charles Darwin University

Sustainable Future - Thamarrurr Region

Peter Sheldon / Melissa Bentivoglio

Developing an Indigenous Engagement Model - a biosecurity example

Emily Ford presented on behalf of Dr Payi Linda Ford, Charles Darwin University - Northern Institute

3D Fire modelling

Rohan Fisher, Research Institute of Environment and Livelihoods Charles Darwin University

Charles Darwin National Park

Darwin Off Road Cyclists



CONFERENCE DISPLAY BOOTHS

Platinum and Gold level partners are given the option to take a display booth, positioned in the concourse area of the convention centre. The below organisations exhibited during the presentation day. And sponsor, Outback Helicopter Airwork NT displayed a working helicopter equipped for aerial spraying, inside the main conference room.

- Aboriginal Carbon Fund
- Australian Marine Conservation Society
- Aerotech NT
- Department of Primary Industries and Resources
- Department of Environment and Natural Resources
- Iron Bark Aboriginal Corporations retail hub: Aboriginal Bush Traders (invited)
- McArthur River Mine

Coming on board as a sponsor makes good business sense. Where else can I get the opportunity to meet current and future customers in such a relaxed setting? And also hear firsthand about developments in the natural resource sector that might affect me and my business.



2018 NT NRM AWARDS

TNRM is proud to host the NT NRM awards as part of the TNRM conference as it provides an important opportunity to highlight the remarkable work undertaken by the Territory's champions of nature, conservation and farming for the future.

We sincerely thank those who nominated individuals and groups for these awards as well as those who were nominated.

The diversity of work and commitment of Territorians in the NRM space was clearly demonstrated through the high number of strong nominations. Nominations were received in 10 award categories, and assessed by an independent panel of judges.

The Northern Territory's NRM awards are announced midway through the conference at the prestigious gala dinner. This year, 262 guests, finalists, winners, dignitaries and partners filled the room at Darwin's Convention Centre and winners took to the stage under collegial cheers and support.

It (The Awards gala dinner) is such an inspiring event. It is fantastic to see the event grow and the recent inclusion of the Sustainable Enterprise Award. It was a privilege to present the award to The Purple House on behalf of NT Airports and a great example of how TNRM reaches out across industries/sectors to promote NRM outcomes in the NT.



CONGRATULATIONS TO THE WINNERS OF THE 2018 NT NRM AWARDS

Best Collaboration in Natural Resource Management Award

Sponsored by Outback Helicopter Airwork NT

Li-Anthawirriyarra Sea Rangers in collaboration with Desert Wildlife Services

For their 8 year collaboration to remove the threat of cat predation from West Island.

The project has transformed the 13,000 ha island that was overrun with cats and thought to be devoid of any native mammals, to an island where native mammals are now common and ground dwelling birds and small goannas have made a resurgence.



Li-Anthawirriyarra Sea Rangers with West Island Traditional Owners and Nala the cat-detector dog.

Farmers & Fishers Sustainability Award

Sponsored by NT Department of Primary Industry and Resources & NT Department of Environment and Natural Resources

Bawinanga Aboriginal Corporation

For establishing the first successful Aboriginal Coastal Fishing activity under the NT Aboriginal Coastal Licence Regulations. The Maningrida Homelands Aboriginal Coastal Fishing Business enterprise.



Some of the fishing team and ACL Holders fishing at Nardilmuk (2017)

Indigenous Natural Resource Management Award

Sponsored by Parks, Wildlife and Heritage Division of the NT Department of Tourism and Culture

Tjuwanpa Women Rangers

For their significant contribution to conservation land management, inter-generational sharing of knowledge between West Arrarnta Women and their many community development activities across southern Central Australia.



The Tjuwanpa Women Rangers (2018)

Ranger of the Year Award

Sponsored by Parks, Wildlife and Heritage Division of the NT Department of Tourism and Culture

Helen Wilson, Central Land Council – North Tanami Rangers

For her continued development and application of bush and cultural knowledge in the management of the Northern Tanami Indigenous Protected Area (IPA) and her dedication to ensure community connection to country and culture.



Helen Wilson, Myra Herbert and Molly Tasman hunting out on country

Environment & Conservation Award

Sponsored by The Australian Marine Conservation Society

Murnkurrumurnkurru Gurindji Rangers

For the community inclusive poster production about local plants and species that will form an integral part of their protection for future generations.



Collecting Bush Tucker - combined effort with Rangers, Elders and Researchers finding bush potato

Sustainable Enterprise Award

Sponsored by Northern Territory Airports Pty Ltd

Western Desert Dialysis, The Purple House

For developing its own social enterprise, producing traditional Indigenous remedies made from wild harvested plants, the BUSH BALM range provides employment opportunities, strengthens cultural values and brings wellbeing to end stage renal patients and their families dislocated from country.



Traditional Owner picking tips of Irmangka Irmangka at Utju

CONGRATULATIONS TO THE WINNERS OF THE 2018 NT NRM AWARDS

Research in Natural Resource Management Award

Sponsored by ConocoPhillips Australia Pty Ltd

**Dr Shane Penny, Department of
Primary Industry and Resources,
Northern Territory Government**

For the development of artificial intelligence systems for the effective monitoring of fish populations in Northern Territory water conditions in collaboration with Microsoft, software developers.



Screen grab of grass emperor (*Lethrinus laticaudis*) from BRUVs footage

Community Engagement & Action Award

Sponsored by Channel Nine

Land for Wildlife (Greening Australia)

For their tireless efforts to promote conservation, land management and wildlife awareness and education in the wider community.



Planting trees with scouts in Howard Springs for Black-footed Tree-rats



Congratulations too, go to Brendon Morgan-Armstrong of the Bulgul Rangers for winning the 2018 People's Choice award!

Lifetime Achievement Award

Sponsored by Territory Natural Resource Management

**Dean Yibarbuk, Warddeken Land
Management**

For his conservation efforts in west Arnhem Land spanning over 2 decades. Dean Yibarbuk is highly regarded as a researcher and his long list of academic publications range through diverse subjects from fire management and education, to ecology and language.



Portrait of Dean (Photo credit: Keith Tuffley)

Junior Natural Resource Management Award

Sponsored by Territory Natural Resource Management

Anula Primary School

For their whole school commitment to improve the school environment and surrounds and contribution to conserving the planet through biodiversity and sustainability initiatives across the school, such as the creation of a garden, used to attract wildlife, produce edible fruits and plants and create a new learning space for the children.



Anula Primary School children surrounding a sculpture by Joel Mitchell

The children also collaborate with outside organisations such as Darwin City Council, Cleanway CSIRO, CDU STEM students, Darwin Wildlife Sanctuary, Larakia elders and Greening Australia toward conserving the planet.



WORKSHOPS

A Conversation with Geoscience Australia Making the most of free, online data for natural resource management

This interactive workshop provided opportunities for discussion and the sharing of ideas and suggestions for how Geoscience Australia can support the work of natural resource managers in the NT.

Cool Future Development planning for NT communities and towns

This workshop looked at some programs operating in the NT, across different scales and geographic locations, ranging from Darwin city CBD to remote communities. Participants heard about each program's journey, including the challenges and successes which have influenced its progress to date.

Ecosystem Services valuations across the Territory: What, Why & How

The workshop encouraged the debate and reflection on how we perceive our environment and its values by considering the applicability of Ecosystems Services Valuation (ESV) to the Territory and asking the questions of what an ESV actually is, how it could be implemented, and why it may be of benefit to the Territory.

Content, Community & Campaigns Social media marketing

Aimed at mid to advanced social media users, this workshop taught participants how to use social media marketing to engage audiences, build support and get their message heard.

Ecotourism in the NT Towards a nature based sustainable economy?

The workshop invited four diverse Eco-tourism operators to present their philosophies for Eco-tourism in the NT, how it works in practice and to what extent it has benefited them, the natural environment and local communities; to better determine whether sustainable nature-based tourism can provide a viable pathway for economic development and how this emerging industry can be better supported.

Community Driven Change Ecological footprint of development

Participants heard from community-driven grass roots initiatives from around the NT which have successfully engaged communities and increased awareness of environmental pressures by shifting the community's approach from passive to active engagement.

The workshop provided insight into how we can help support our environment at family, street, school/community and regional level, so it can continue to provide us with resources and other ecosystem services.

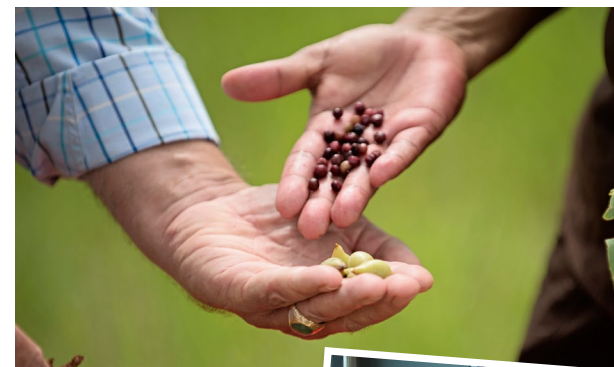
Protecting the extraordinary natural values of the Northern Territory's Top End

This workshop brought together land managers from the west Arnhem region to build an understanding, discuss work already under way and new opportunities for collaboration to reduce invasive species threats to the Kakadu World Heritage Area and surrounds.

FIELD TRIP

Pudakul Aboriginal Culture Tour Educational, interactive hands on Aboriginal culture experience

Pudakul Cultural Tours offered delegates an original and authentic Aboriginal culture & nature based engagement experience of the rich cultural history and biodiversity of the Adelaide River wetlands area.



Thanks for a wonderful conference. It was very productive. The women rangers were very happy to be a voice for young Indigenous women, their community and colleagues during the Arnhem Land workshop. Thank you again for your collaboration and support. The experiences with TNRM are really helping to build the confidence and skills of our rangers.

MEDIA PARTNERS. COVERAGE AND PROMOTION

Platinum Partner Channel 9 ran 3 Community Service Announcements for 4 weeks each and during prime time TV slots.

Media Partner, ABC Country Hour - Broadcast live from the conference

Lydia Burton and Matthew Brann broadcast live from the conference, keeping everyone up to date with the interesting presentations and stories from around the Territory. They spoke with presenters, conference partners and delegates for the whole main day of the conference.

Lydia Burton continued with interviews during the NT NRM awards ceremony as well as during select workshop sessions.

ABC News presenter Stephanie Zillman, took the roll of Master of Ceremony for the NT NRM Awards gala dinner.

Media Partner Rural Weekly provided a double page advert announcing the 2018 NT NRM award winners.

Rural Weekly also printed TNRM editorials and adverts around the Conference in 6 Rural Weekly publications between September 7 and November 16.

Radio Larrakia conducted interviews with NT NRM Award finalists in the lead up to the conference.

TNRM booked paid adverts in the NT News and a 2 page advertorial in Territory Q January 2019 edition to congratulate award winners and provide a conference wrap-up.

TNRM engaged a professional event photographer to capture the main presentation day and gala dinner.

TNRM produced a Conference Program and an Awards Program. TNRM created TNRM branded KeepCups, which were available for purchase at the event.

Social media coverage:

facebook.com/TerritoryNRM/

twitter.com/TerritoryNRM



FINANCIAL AND IN-KIND CONTRIBUTIONS

Financial and in-kind contributions from conference partners was put towards conference costs and supporting NRM community members to attend.

Partner contributions were used in the following ways:

- Travel assistance for natural resource managers from remote and isolated areas to attend the conference.
- Transport costs for field trips.
- Venue costs for workshops, presentation sessions and the awards gala dinner.
- Travel and accommodation assistance for NT NRM Award finalists to attend the awards.
- Subsidising the NT NRM Awards Gala dinner, ensuring land managers and volunteers could afford to attend.

For more information about Territory Natural Resource Management partners, programs, schedule of events, or TNRM membership benefits, please contact:

☎ 08 8942 8300

@ info@territorynrm.org.au

🌐 www.territorynrm.org.au





SAVE THE DATE!

NEXT YEAR'S TNRM CONFERENCE
AND NT NRM AWARDS
12-14 NOVEMBER 2019



COUNCIL REPORT

Agenda Item Number:	15.05
Report Title:	GOV07 Recording of Meetings policy
Report Number:	19/0007
Meeting Date:	12/12/2018
Attachments:	Attachment A – Current LC60 Recording of meetings policy Attachment B – DRAFT GOV07 Recording of meetings policy

Purpose

This report presents an updated GOV07 Recording of Meetings policy for Council adoption.

Summary

A review of LC60 Recording of Meetings policy was conducted with input from key staff involved in developing and recording meetings to ensure that the policy remains relevant and is consistent with the recent Local Government Records Retention and Disposal Schedule.

The purpose of the Recording of Meetings policy has been refined to provide greater clarification as to the status of meeting recordings. The Local Government Retention and Disposal Schedule does not refer to recordings of meetings. As such they are considered working documents used to produce a record (in this instance the minutes of the meeting) and therefore can appropriately be deleted once the working documents are no longer required. The timeframe for deletion has therefore been reduced to once the minutes for that meeting are approved by Council and become the official record of the meeting.

Confidential sections of Council meetings are no longer excluded from recording and the policy code is updated to be consistent with GOV01 Policy Framework.

The review also removes the requirement to record committee meetings as the Council only has the Risk Management and Audit Committee which is not held in Council Chambers and has an advisory role.

The policy maintains the clauses specifying,

- public notification
- access to recordings, and
- recording of meetings by the public.

Recommendation

THAT Council adopts the updated GOV07 Recording of meetings policy.

Background

LC60 Recording of Meetings policy was first approved by Council on 18 June 2015. GOV01 Policy Framework requires policies to be reviewed at least every four years.

The previous policy excluded recording the confidential section of Council meetings, this review has removed this exclusion, given that the purpose of the meeting recordings has been strengthened providing greater clarity as to the retention and disposal responsibilities of Council for the recording.

Links with Strategic Plan

A well-run Council

Legislative and Policy Implications

The Local Government Act is silent regarding the recording of meetings. The revised policy presented to Council is consistent with the Northern Territory Information Act and the Local Government Retention and Disposal Schedule.

Risks

Adoption of this revised policy will ensure Council meets its obligations with regards to the retention and disposal of Council records.

Financial Implications

Nil

Community Engagement

There is no substantial change to the existing policy and no impact on the community.

Recommending Officer: **Silke Maynard, Director Community and Corporate Services**

Any queries on this report may be directed to the Recommending Officer on telephone (08) 8983 0600.

Any member of Council who may have a conflict of interest, or a possible conflict of interest in regard to any item of business to be discussed at a Council meeting or a Committee meeting should declare that conflict of interest to enable Council to manage the conflict and resolve it in accordance with its obligations under the Local Government Act and its policies regarding the same.

POLICY TITLE:	RECORDING OF MEETINGS
POLICY NUMBER:	LC60
CATEGORY:	COUNCIL
CLASSIFICATION:	ADMINISTRATION
STRATEGIC PLAN REFERENCE:	1 Effective leadership and governance
CORPORATE GOVERNANCE AND PERFORMANCE :Provide systems of council governance and service delivery that are financially sustainable, accountable, equitable and efficient	
STATUS: Approved	Council Resolution: 15/0009/02

Date Approved:	18/06/2015	Approved By:	Council	Date for review:	March 2016
Date Approved:		Approved By:		Date for review:	
Date Approved:		Approved By:		Date for review:	
Date Approved:		Approved By:		Date for review:	

2. PURPOSE:

The purpose of this policy is to specify the arrangements for creating, storing, using, disclosing and destroying audio recordings of Ordinary and Special Council meetings and Committee meetings.

3. PRINCIPALS:

Litchfield Council is committed to the effective and responsible governance of Council administration. This policy ensures the minutes of meetings accurately reflect decisions made by Council.

4. DEFINITIONS

For the purposes of this Policy, the following definitions apply:

Term	Definition
Audio recording	Any recording made by any electronic device capable of recording sound. This includes but is not limited to recordings made by video cameras, cassette recorders, dictation devices, mobile phones, or DAT recorders, and stored on compact discs, DAT or any other format (such as WAV, MP3, etc).

5. POLICY STATEMENT

5.1 Audio recordings will be made of all Ordinary and Special Council meetings and Committee meetings, with the exclusion of confidential matters identified as such under Section 8 of the Local Government (Administration) Regulations for the purposes of;

5.1.1 Assisting in the preparation of meeting minutes; and

5.1.2 Ensuring decisions of Council and Committees are accurately recorded; and

5.1.3 Verifying the accuracy of minutes prior to their confirmation.

5.2 Public Notification

5.2.1 In compliance with the **Information Privacy Principles IPP 1.3**, advice will be provided to the members of the public in attendance at meetings that an audio recording of the meeting will be made. The wording of the advice will be as follows:

An audio recording of this meeting is being made for minute taking purposes as authorised by Litchfield Council's Recording of Meeting Policy, available on Council's website.

5.2.2 This advice will be displayed in the following manner:

- Displayed on the notice of agenda for meetings of Council and Standing Committees; and
- Displayed at the entry to Council Chambers or place where the meetings are held; and
- Verbally by the Chairperson at the commencement of the meeting.

5.3 Storage, Retention and Destruction of Recordings

5.3.1 Audio recordings will be stored securely by the Governance Manager in such a manner that only those authorised have access to them.

5.3.2 Audio recordings will be held for no longer than 3 months after the minutes from the meeting to which they relate are confirmed by Council, after which all files and related media will be destroyed, except as where under 5.4.3 below this conflicts with the handling of a request under the Information Act.

5.4 Access to Recordings

5.4.1 Access by Elected Members

Requests by Elected Members for access to recordings for the purpose of ensuring the accuracy of meeting minutes need the approval of the Chief Executive Officer or in his absence the Governance Manager, who will provide access by means of listening to the recordings at Council offices during business hours.

5.4.2 Access by Staff

5.4.2.1 Access is granted for the purposes of ensuring the accuracy of meeting minutes to the Chief Executive Officer, the Governance Manager, the Corporate Services Manager and the relevant minute secretary of the meeting to which the recording relates.

5.4.2.2 All other requests for access by staff are to be made to the Governance Manager and will only be granted in circumstances requiring the staff member to participate in ensuring the accuracy of meeting minutes.

5.4.3 Access by the Public

Access by members of the public **will not** be granted unless formal access is applied for under the access provisions of the Information Act.

5.5 Recording of meetings by Members of the Public

Members of the public may record the proceedings of Council and Committee meetings only with agreement obtained by resolution of Council (not Committees).

6. POLICY REVIEW

This policy is to be revised at the first meeting after the next Local Government elections

REFERENCES:

Policy Number:	LC60
Policy Owner:	Governance
Endorsed by:	Council
Final Approval:	Council
Date Approved:	18/06/2015
Revision Date:	
Amendments:	
Related Policies:	
Related Publications:	
Relevant Legislation	Local Government Act Local Government (Administration) Regulations Information Act Information Regulations

CONTACT PERSON:

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Extension
Email Address

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Council Secretary
Aisla.connolly@lsc.nt.gov.au

Recording of Meetings **POLICY GOV07**

Name	GOV07 Recording of Meetings
Policy Type	Council
Responsible Officer	Chief Executive Officer
Approval Date	[Approval Date]
Review Date	[Review Date]

1. Purpose

The purpose of this policy is to specify the arrangements for creating, storing, using, disclosing and destroying audio recordings of Ordinary and Special Council meetings.

2. Scope

This policy applies to recordings made of all Council meetings, special meetings

3. Definitions

For the purposes of this Policy, the following definitions apply:

Audio recording	Any recording made by any electronic device capable of recording sound. This includes but is not limited to recordings made by video cameras, cassette recorders, dictation devices, mobile phones, or DAT recorders, and stored on compact discs, DAT or any other format (such as WAV, MP3, etc).
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4. Policy Statement**4.1. Audio recordings**

Audio recordings will be made of Ordinary and Special Council meetings for the purpose of assisting with the preparation and verification of minutes prior to their confirmation.

4.2. Public Notification

4.2.1. In compliance with the Information Privacy Principles IPP 1.3, advice will be provided to the members of the public in attendance at meetings that an audio recording of the meeting will be made. The wording of the advice will be as follows:

An audio recording of this meeting is being made for minute taking purposes as authorised by Litchfield Council's Recording of Meetings Policy, available on Council's website.

4.2.2. This advice will be conveyed in the following manner:

- Displayed on the notice of agenda for meetings of Ordinary and Special Council meetings.
- Displayed at the entry to Council Chambers or place where the meetings are held.

- Verbally by the Chairperson at the commencement of the meeting.

4.3. Storage, Retention and Destruction of Recordings

- 4.3.1. Audio recordings will be stored securely by the Council Secretary in such a manner that only those authorised have access to them.
- 4.3.2. Audio recordings will be held until the minutes from the meeting to which they relate are confirmed by Council, after which all files and related media will be destroyed.

4.4. Access to Recordings

4.4.1. Access by Elected Members

Requests by Elected Members for access to recordings for the purpose of ensuring the accuracy of meeting minutes need the approval of the Chief Executive Officer or in his/her absence the Governance and Risk Advisor. Access will be provided by means of listening to the recordings at Council offices during business hours.

4.4.2. Access by Staff

Access is granted for the purposes of ensuring the accuracy of meeting minutes to the Chief Executive Officer, Governance and Risk Advisor and the relevant minute secretary of the meeting to which the recording relates.

All other requests for access by staff are to be made to the Chief Executive Officer and will only be granted in circumstances requiring the staff member to participate in ensuring the accuracy of meeting minutes.

4.4.3. Access by the Public

Access by members of the public will not be granted unless formal access is applied for under the access provisions of the Information Act.

4.5. Recording of meetings by Members of the Public

Members of the public may record the proceedings of Council meetings only with agreement obtained by resolution of Council.

5. Associated Documents

GOV02 Meeting Procedures

GOV03 Privacy

6. References and Legislation

Northern Territory Local Government Act

Northern Territory Information Act

7. Review History

Date Reviewed	Description of changes (Inc Decision No. if applicable)
This Review	Update to conform to Local Government retention and disposal schedule.
18/06/2015	Council Reference 15/0009/02 – First approved by Council



COUNCIL REPORT

Agenda Item Number:	15.6
Report Title:	National General Assembly of Local Government
Report Number:	19/0008
Meeting Date:	16/01/2019
Attachments:	Nil

Purpose

The purpose of this report is to seek Council endorsement for the Mayor and Chief Executive Officer to attend the National General Assembly of Local Government in Canberra in June each year on an annual basis.

Summary

The Australian Local Government Association (ALGA) holds a National General Assembly of Local Government at the National Convention Centre in Canberra each year. Mayors and Chief Executive Officers from councils across Australia attend this annual event with some councils supporting several elected members to attend from the one organisation.

Recommendation

THAT Council:

1. notes the upcoming 2019 National General Assembly of Local Government in Canberra from 16-19 June 2019; and
2. approves the Mayor and Chief Executive Officer attending the National General Assembly of Local Government in Canberra on an annual basis;
3. supports other elected members attending, in addition to the Mayor and CEO, if they would like to and providing the funds are available in each elected members' annual professional development allowance.

Background

The ALGA holds a National General Assembly each year. This year, the Assembly will be held in Canberra from 16-19 June 2019. As part of the National General Assembly, each year on the Sunday, a regional development forum is held. The 2019 Regional Cooperation and Development Forum will be held on Sunday 16 June 2019.

The purpose of the National General Assembly is to bring together delegates from Local Government to debate issues of national significance to Local Government. It provides an opportunity for local councils to develop and express a united voice on core issues affecting their communities, with access to influential federal government decision makers at both the political and departmental level.

As well as providing planning sessions and workshops, the National General Assembly provides an opportunity for councils to put forward motions for debate. As such, a significant component of the Assembly involves discussion, debate and voting on motions which are submitted by councils.

The theme of the 2019 NGA is *Future Focused*.

In past years the Mayor and CEO have represented Litchfield on an annual basis.

Links with Strategic Plan

Effective Leadership in Governance

Legislative and Policy Implications

Not applicable to this report.

Risks

There are no identifiable risks.

Financial Implications

The cost of attending the NGA is estimated to be \$4,200.00 per delegate comprising the following:

- | | |
|---|---------|
| • Early Bird Registration | \$950 |
| • Regional Development Forum | \$250 |
| • Networking Dinner | \$110 |
| • General Assembly Dinner | \$140 |
| • Accommodation (4 nights' accommodation) | \$1,120 |
| • Flights | \$1,500 |
| • Incidentals (taxis etc.) | \$150 |

The 2018/19 Budget provides for the Mayor and Councillors (Members Courses Seminar & Conference Registrations) and the CEO (Courses Conferences & Seminars) to attend this type of local government event.

Community Engagement

Nil.

Recommending Officer: Kaylene Conrick, Chief Executive Officer

Any queries on this report may be directed to the Recommending Officer on telephone (08) 8983 0600.

Any member of Council who may have a conflict of interest, or a possible conflict of interest in regard to any item of business to be discussed at a Council meeting or a Committee meeting should declare that conflict of interest to enable Council to manage the conflict and resolve it in accordance with its obligations under the Local Government Act and its policies regarding the same.



COUNCIL REPORT

Agenda Item Number:	15.7
Report Title:	Waste Transfer Station Environmental Management Plan
Report Number:	19/0013
Meeting Date:	16/01/2019
Attachments:	Nil

Purpose

This report outlines the requirement for Council to prepare environmental plans for Council's Waste Transfer Stations (WTS) to enable the Environmental Licences for the sites to be renewed and seeks a decision from Council regarding the allocation of funding to complete these plans.

Summary

Council holds an Environmental Protection Licence under the Waste Management and Pollution Control Act for the Howard Springs and Humpty Doo Waste Transfer Stations, which are due to expire on 30 June 2019.

To enable the renewal of the licences, an Environmental Management Plan for each site is required to be prepared, estimated to cost in the order of \$40,000 in total.

Recommendation

THAT Council

1. receive and note this report; and
2. allocates \$40,000 from Council's Waste Management Finance Reserve to prepare an Environmental Management Plan for Council's Waste Transfer Stations at Howard Springs and Humpty Doo.

Background

Council holds two Environmental Protection Licences under the Waste Management and Pollution Control Act, one for the Howard Springs and one for Humpty Doo Waste Transfer Stations. The licences are required due to the type of activity conducted on site, and specifically the handling and storage of listed wastes such as lead acid batteries and tyres (which are then recycled). The current licences can be viewed online through the NT Environmental Protection Authority (NTEPA) website <https://ntepa.nt.gov.au/waste-pollution/approvals-licences/environment-protection-licences/transfer-station/litchfield-council>

The licences expire on 30 June 2019 and require application to renew in the months prior to this. The renewal will result in the licences being brought up to date with current licencing requirements,

which includes updating and preparation of the necessary management and operational documents.

A key document that hasn't previously been required, is an Environmental Management Plan (EMP) for each site. The current documentation with the existing licences broadly covers the detail for an EMP, however the documents are out of date and require review in conjunction with the development of the EMPs.

Quotes are being sought from suitably qualified consultants to prepare the plans. It is important that the plans cover all necessary environmental aspects and meet the legislative requirements of the NTEPA and the Waste Management and Pollution Control Act. The preparation of the plans will also align and ensure current operational practices are meeting good practice to minimise the potential to cause environmental harm, further reducing Council's risk.

The plans will be prepared over February and March 2019 to enable a renewal application to be made by early April, allowing the recommended 8-12 weeks required for the NTEPA to review and renew the licences prior to the 30 June 2019 deadline.

Although the Berry Springs Waste Transfer Station doesn't currently have a licence currently, and therefore doesn't require an Environmental Management Plan to be developed at this stage, it is considered prudent that Council allocates funds in the 2019/20 budget to complete a plan for Berry Springs. This would occur following the confirmation of the licencing requirements being met for Humpty Doo or Howard Springs.

Links with Strategic Plan

Priority # 3 – A beautiful and safe natural environment

Legislative and Policy Implications

An Environment Protection Licence is required for *Schedule 2* activities under the Waste Management and Pollution Control Act. Environment Protection Licences are generally associated with operational activity. Note, a Schedule 2 activity includes, amongst other things, the handling of listed waste such as batteries and tyres.

Risks

Council is required to hold an Environmental Protection Licence to operate the Humpty Doo and Howard Springs Waste Transfer Stations, and therefore renewal and meeting the current requirements is essential.

Environmental Management Plans are risk management tools in ensuring that operational activities at the site are managed in a way to reduce environmental harm.

Financial Implications

The cost to develop the plans is estimated to be in the order of \$40,000. There is currently \$4,009,769 available in Council's Waste Management Finance Reserve. The allocation of funds to

complete the plans will come from this Reserve. In addition, the operational budget for waste management is on track, with a forecast increase in income due to mulch sales.

Community Engagement

Not required for this item.

Recommending Officer: **Nadine Nilon, Director Infrastructure and Operations**

Any queries on this report may be directed to the Recommending Officer on telephone (08) 8983 0600.

Any member of Council who may have a conflict of interest, or a possible conflict of interest in regard to any item of business to be discussed at a Council meeting of a Committee meeting should declare that conflict of interest to enable Council to manage the conflict and resolve it in accordance with its obligations under the Local Government Act and its policies regarding the same.



COUNCIL REPORT

Agenda Item Number:	15.8
Report Title:	Recreation Reserve Leases and Funding Agreements Project
Report Number:	19/0011
Meeting Date:	16/01/2019
Attachments:	Draft Lease for Recreational Reserves and User Groups

Purpose

This report presents for Council information:

- the Draft Lease for Recreation Reserves
- the timelines for the development and signing of leases with the Reserve Management Committees and specific user groups on Council owned land; and
- an outline of the development of funding agreements process with Recreation Reserve Management Committees.

Furthermore, the report requests authorisation for the signing of the lease agreements.

Summary

Over the past few years Council has been working to address legacy issues relating to agreements with Management Committees on Council Recreation Reserves. The legacy issues extend to include Caretaker agreements and other party (user groups) undertaking activities on Council controlled land.

The lease agreements with four of the five externally managed Recreation Reserves have expired and are in overholding. In addition, there are three user groups on Council owned land that have no current agreement with Council over the use of the land.

Council engaged HWL Ebsworth Lawyers to draft a new lease to be signed by the above-mentioned parties and Council. To date, Council has been able to discuss the draft lease with four out of the seven involved parties, resulting in only minor adjustments required to the draft lease. Council continues to seek meetings with the other three parties. The final lease agreements are proposed to be signed by the Mayor and the Council's Chief Executive Officer under resolution of Council.

Furthermore, Council has for a long time been providing annual financial support to the independent Reserve Management Committees without a funding agreement in place. It is intended that funding agreements are developed, with work already commenced.

Recommendation

THAT Council

1. notes the update on the development of leases and funding agreements as part of the Recreation Reserves Leases project;
2. notes the draft lease agreement;

3. approves the fixation of the Common Seal with the Mayor and the CEO signing the lease agreements on behalf of Council, providing no material changes are made to the lease agreement; and
4. receives an update report on the progress made with each Reserve Management Committee and other User Groups on Council's Recreation Reserves in signing the lease agreement, no later than the June 2019 Council meeting.

Background

The lease agreements with four of the five externally managed Recreation Reserves have expired and are in overholding.

- Berry Springs Recreation Reserve – Last known lease expired on 11 March 2010 and is on a month to month overholding;
- Humpty Doo Village Green – Last known lease expired on 9 August 2008 and is on month to month overholding;
- Livingston Recreation Reserve – No signed lease, unsigned draft leases for the Reserve and fire brigade exist; and
- McMinns Lagoon Recreation Reserve – last known lease expired on 19 October 2008 and is on month to month overholding.

Also, there are no lease agreements in place with the Howard Springs Fire Brigade and Howard Springs Scouts who currently occupy land on the Howard Park Reserve. And the Livingstone Bushfire Brigade is occupying land of Council without a lease agreement in place, despite a number of attempts to negotiate one over the years.

Council engaged HWL Ebsworth Lawyers to draft a new lease to cover the matters previously discussed. Key focus' of the draft lease is to ensure Recreation Reserve Management Committees maintain the reserves at an appropriate level, report on an annual basis to Council and seek approval from Council, where required.

The draft lease also aims to ensure that Council has the right to access the land or restrict access for example, as part of enacting its Emergency Management Plan.

Below is a summary of key elements of the draft lease:

Term

Ten (10) years with option of extension for a further three (3) years and a second extension of a further two (2) years after.

Maintenance – responsibilities of the tenant

- Maintain premises to a standard;
- Keep clean and sanitary;
- Comply with any direction given by the owner (Council);
- Promptly replace worn or damaged items;
- Maintain playgrounds and sporting grounds fit for purpose; and
- Must not alter or add to premises without prior written consent of Council.

Signs

- Tenant must obtain written consent from owner before erecting any signs, notices or advertisement; and
- All signs installed in a proper and workmanlike manner.

Tenant's Works

- Tenant must ensure all works undertaken are completed:
 - o in a proper and workmanlike manner;
 - o in accordance with Owner's directions;
 - o in accordance with laws; and
 - o by a contractor holding insurance for the risks.

Owner's Access to the Premises

- Tenant must permit the Owner at all reasonable times but on reasonable notice to:
 - o enter on and view condition of the premises; and
 - o rectify at the Tenant's expense any works under the lease the Tenant failed to undertake.

Tenant's Positive Obligations at its own expense

- Comply with the Tenant's constitution;
- Prior to obtaining any licence, approval permit or consent from any Authority obtain prior consent from Owner (e.g. Liquor licence);
- Comply in time with all laws and requirements of Authorities;
- Put up signs prohibiting smoking if required by the Owner;
- Secure premises when unoccupied;
- Comply with all rules and regulations of the Owner;
- Supply the Owner with its annual financial reports and minutes of general meetings within two weeks of being issued;
- Provide a report of activities for the previous financial year by the 31 July each year;
- Report any tree risk or faults; and
- Undertake all actions to satisfy the Owner's tree management plan.

Tenant's Negative Obligations – Tenant Must not

- Smoke in buildings;
- Do anything in or around the Premises which in the Owner's reasonable opinion may be annoying, dangerous or offensive;
- Install or operate vending or amusement machines;
- Hold auction, bankrupt or fire sales in the premises;
- Keep an animal or bird on the premises (except where required for the Permitted Use);
- Cease to be a not for profit organisation during the term; and
- Operate a musical instrument, radio, television, flashing lights or other equipment that can be heard or (in the case of flashing lights) seen from outside the Premises (without the consent of the Owner).

Owner's additional rights

- May carry out work on the land or limit access to or close premises;

- Exclude or remove any person or property from the land;
- Permit functions, displays or other activities on the land;
- Undertake the owner's tree management plan;
- Alter, extend or undertake construction on the land or in relation to any building on the land; and
- If there is an emergency the owner may stop the Tenant from entering the premises.

Council has initiated conversations with third parties and has successfully discussed draft leases with the following parties:

- McMinns Lagoon Recreation Reserve,
- Humpty Doo Village Green,
- Howard Springs Volunteer Fire Brigade, and
- Howard Springs Scouts.

All above mentioned parties were in general agreeance with the lease terms and only requested non-material adjustments.

All other parties have been contacted for a meeting to discuss the draft leases and meetings are scheduled for the first two months in 2019.

The Draft Lease outlines responsibilities for both parties (Recreation Reserve Management Committees/User Group and Council) and links to a Funding Agreement (for Recreation Reserve Management Committees). The Funding Agreement will give a basis for the amount of funding provided (e.g. calculation of annual increments) and requirements linked with it (e.g. reporting requirements). The Agreement for funding will give certainty to Management Committees about future funding and will allow Council to withhold funds in case of breeches to the Funding Agreement.

The development of suitable Funding Agreements for the management of the recreation reserves is complex due to the historical set up and the difference in structure (assets and services provided) at each reserve. A discussion paper on the funding agreements will be provided to Councillors in February 2019. Draft Funding Agreements for all relevant Recreational Reserves will be presented to Council for approval before 30 June 2019. It is anticipated that the implementation of the funding agreements will occur over several financial years.

Links with Strategic Plan

Priority # 2 – A great place to live
 Enabler – A well run Council

Legislative and Policy Implications

Council's LC38 Reserves Policy was last been reviewed in June 2013. The policy outlines a mixture of items, for example –

- Eligibility for Occupation Agreements:
 - o not For Profit Organisation Criteria;
 - o community Benefit Criteria; and
 - o facility Management Criteria.

- Lease or License Provisions:
 - o occupation Agreement Term;
 - o operating Cost;
 - o general lease terms; and
 - o termination of Agreement.

The policy overlaps with the lease agreements and should be rescinded to allow all legal relations being fixated in a lease. A report recommending rescinding the policy will be presented to Council, once all leases have been signed.

Risks

The legal documents under which four out of the five recreation reserves are managed are outdated and not in line with current requirements. The overholding leases do not sufficiently address Council's legal risk when it comes to the management and maintenance of a public asset and delivery of a public service to the community.

The lack of funding agreements with the management committees of recreation reserves opens Council to the risk of inappropriate allocation of public funds and deficiency of control by Council.

Financial Implications

Development of leases and funding agreements has been managed under the operational budget of Council.

Community Engagement

Council has engaged with the third parties as outlined in the report. The agreements will not impact the wider public.

Recommending Officer: **Silke Maynard, Director Community and Corporate Services**

Any queries on this report may be directed to the Recommending Officer on telephone (08) 8983 0600.

Any member of Council who may have a conflict of interest, or a possible conflict of interest in regard to any item of business to be discussed at a Council meeting or a Committee meeting should declare that conflict of interest to enable Council to manage the conflict and resolve it in accordance with its obligations under the Local Government Act and its policies regarding the same.



Lease

Litchfield Council

(Owner)

and

Humpty Doo Village Green Management Board Incorporated

(Tenant)

DRAFT

DRAFT

DRAFT

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Lease

Date

Parties

Litchfield Council

of PO Box 446, Humpty Doo NT 0836

(Owner)

Humpty Doo Village Green Management Board Incorporated

of [Insert]

(Tenant)

Recitals

- A. The Owner is a body corporate under the provisions of the *Local Government Act*.
- B. The Owner is the registered proprietor of the Land.
- C. The Owner has agreed to grant the Tenant a lease of the Premises and the Tenant has agreed to lease the Premises upon the terms and conditions contained in the foregoing Land Titles Act - Form 31, these lease covenants and other provisions incorporated in this Lease all of which are to be construed as part of this Lease.

This lease witnesses that in consideration of, among other things, the mutual promises contained in this deed the parties agree as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this Lease:

ADI	means an authorised deposit taking institution as defined in the <i>Banking Act</i> (Cth).
Authority	means any government, semi or local government, statutory or other body.
Building	means all buildings, structures and other improvements (including the Owner's Property) erected or situated from time to time on the Land.
Business Day	means a day which is not a Saturday, Sunday or public holiday in Darwin.
Business Hours	means the hours from 8.00 am to 5.00 pm on a Business Day.
Commencement Date	means the date specified next to the words 'TERM OF LEASE', beneath the word 'Commencing' on the front page of this Lease.
Expiry Date	means midnight Central Standard Time in Darwin, Northern Territory on the date specified next to the words 'TERM OF LEASE', beneath the word 'Expiring' on the front page of this Lease.
Funding Agreement	means the agreement between the Owner and Tenant wherein the Owner agrees to provide financial and potentially other consideration to the Tenant in return for the Tenant attending to certain activities contained in the agreement.
GST	has the meaning it has under the <i>GST Act</i> .
GST Act	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Land	means the land described on the front page of this Lease.

Lease	means the instrument of lease of which these Provisions of Lease form part, and includes all variations made in accordance with this Lease, despite any change in the identity of the parties.
Owner	means the person specified next to the heading 'OWNER' on the front page of this Lease.
Owner's Property	means all plant, equipment, fixtures, fittings, furniture, furnishings, signs and other property the Owner provides on the Land or in the Premises.
Permitted Use	means the purposes specified in Item 3 of Schedule 1.
Premises	means the Land specified in Item 1 of Schedule 1, together with all the Owner's Property.
Prior Encumbrances	means those encumbrances and interests specified in Item 2 of Schedule 1.
Rent	means the amount specified next to the words 'MARKET RENT UNDER THE LEASE' on the front page of this Lease as reviewed or varied in accordance with this Lease from time to time.
Schedule	means a schedule attached to this Lease.
Security Deposit	means the amount, if any, specified in Error! Reference source not found. of Schedule 1.
Tenant	means the person specified next to the heading 'TENANT' on the front page of this Lease and where not repugnant to the context, includes the servants, agents, employees and invitees of the Tenant.
Tenant's Property	means all property (including stock) owned or leased by the Tenant on the Land or in the Premises, or any other property on the Land or in the Premises other than the Owner's Property.
Term	means the period from the Commencement Date to the later of: (a) the Expiry Date; and

(b) the date of expiry of any periods of renewal or extension of this Lease,

(inclusive), subject to any earlier determination in accordance with this Lease.

1.2 Rules Of Construction

In this Lease unless the context otherwise requires:

- (a) headings used in this Lease are for convenience only, do not affect its construction, interpretation or meaning and do not form part of this Lease;
- (b) where two or more persons are named as a party to this Lease:
 - (i) every covenant or agreement expressed or implied in this Lease on the part of those persons binds those persons jointly and severally;
 - (ii) any covenant or agreement in favour of those persons is, except where expressed to the contrary, to the benefit of each of them and to all of them;
- (c) where the day on which an act, matter or thing is to be done under this Lease is not a Business Day, the act, matter or thing is to be done on the next day which is a Business Day (except the payment of Rent under clause 3.1);
- (d) a reference to:
 - (i) currency means the lawful currency of the Commonwealth of Australia;
 - (ii) a clause, recital, schedule, exhibit or annexure, refers to a clause, recital, schedule, exhibit or annexure of this Lease and recitals, schedules, exhibits and annexures form part of this Lease;
 - (iii) a party to the Lease includes a reference to their successors and, in the case of the Tenant, permitted assigns;
 - (iv) a statute includes a reference to or citation of all enactments consolidating, amending, replacing or substituting the statute referred to, and includes all instruments made under the statute;
 - (v) any thing (including, without limitation, any amount) includes a reference to the whole or any part of it and a reference to the whole or any part of it and a reference to a group of persons includes a reference to any one or more of them;
 - (vi) the singular number includes the plural and vice versa;
 - (vii) one gender includes the other genders;

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

2. Grant of Lease

The Owner leases to the Tenant, and the Tenant accepts the lease of, the Premises for the Term beginning on the Commencement Date subject to the Prior Encumbrances.

3. Rent and Outgoings

3.1 Rent

The Tenant must pay the Rent on or before the Commencement Date.

3.2 Outgoings

- (a) Subject to 3.2(b), the Tenant must promptly pay all of the following charges payable by the Owner in respect of the Premises:
 - (i) any taxes, assessments and other similar charges (including local and municipal rates, statutory charges and land tax) whether of an existing or novel nature as charged, levied or assessed from time to time against or payable by the Owner in respect of the Premises;
 - (ii) any new rate, tax, impost, duty, charge, assessment, outgoing or imposition whatsoever or liability of any nature and however described (without limiting the generality of the foregoing whether parliamentary, municipal or otherwise and whether assessed, charged or imposed by or under Federal or State or Territory law or by Federal, State, Territory or local authorities) which may be assessed, charged, imposed or accrue during the Term on or in respect of the Land or the Premises or any part of the Land or the Premises or the operation or use to which the Building is put by any party, including but not limited to any rate, tax, impost, duty, charge, assessment, outgoing or imposition however described, including but not limited to the following:
 - (A) a land tax;

- (B) any carbon pollution reduction scheme, liability, duty, charge, assessment, outgoing, imposition
 - (C) arrangement, treaty or tax;
 - (D) any carbon tax, duty, impost, assessment liability or tax
 - (E) any emission trading scheme tax, duty, impost, assessment, liability or tax;
 - (F) any carbon specific duty, impost, assessment, liability or tax; or
 - (G) any emissions or pollution duty, impost, assessment, liability or tax.
- (iii) gas and electricity;
 - (iv) water and sewerage charges;
 - (v) the clearance of garbage and trade waste and municipal cleansing;
 - (vi) the provision of security services, if any;
 - (vii) the maintenance of any gardens and outdoor areas; and
 - (viii) any other outgoings specific to the Premises not mentioned above.
- (b) Where the Premises is separately metered or where charges are otherwise charged separately to the Premises, the Tenant must pay the whole of the charge. The Tenant must when required by the Owner produce to the Owner receipts for the payment of the charges.
 - (c) If the Owner pays any charges for which the Tenant is responsible, the Tenant must promptly on demand reimburse the Owner for the cost of the charges, including the amount of any GST payable in respect of the charges.

3.3 Owner Costs and Charges

The Tenant must pay to the Owner on demand:

- (a) the Owner's legal costs and expenses as between solicitor and client incurred by the Owner in connection with any breach by the Tenant of this Lease or in relation to any request act or negotiation by the Tenant or a person acting on behalf of the Tenant relating to this Lease;
- (b) any costs, charges or expenses relating to any assignment, subletting, renewal, extension, amendment or granting of security over this Lease;
- (c) any costs, charges or expenses incurred in considering requests for approvals; and

- (d) all architect's fees or surveyor's fees and any costs, charges or expenses incurred with any works the Tenant wishes to carry out including considering, approving and supervising plans and works.

4. Payment and interest on overdue money

4.1 Payment of Monies

All payments payable by the Tenant to the Owner under this Lease must be paid without deduction to the Owner by electronic funds transfer into the Owner's bank account as notified in writing to the Tenant from time to time (unless otherwise agreed). The Owner may apply any monies received by it in payment of any amount due to the Owner by the Tenant and in the order determined.

4.2 Interest on Overdue Money

The Tenant must pay to the Owner on demand interest on any money from time to time that has become due and payable by the Tenant to the Owner under this Lease, but is overdue and unpaid, calculated on a daily rate that is 2% higher than the highest ANZ credit card rate or any replacement rate at the time when such money became due and payable.

5. Insurance

5.1 Insurance

- (a) The Tenant must from the Commencement Date maintain in force at all times the following insurances in respect of the Premises and the activities and business conducted on the Premises by the Tenant with insurers and on terms approved by the Owner:
 - (i) public risk (occupiers' and public liability) insurance extended to include 'goods sold' cover, and the total amount covered in each case must be not less than \$20 million or such other sum as the Owner may from time to time require in the joint names of the Owner and the Tenant;
 - (ii) an insurance policy in accordance with the terms of the *Return to Work Act* for its full liability under that legislation in the joint names of the Owner and the Tenant;
 - (iii) plate glass insurance against all risks specified by the Owner and in relation to all glass on the Premises to the full insurable value of the plate glass; and
 - (iv) insurance in respect of all of the Tenant's Property to the full insurable value of all that Property including damage against mechanical breakdown and fusion.

- (b) The Tenant agrees that it will:
 - (i) pay all premiums in respect of the insurances as and when they fall due and payable;
 - (ii) produce to the Owner on demand evidence of currency of all insurances required under this Lease and on 1 July annually during the Term; and
 - (iii) notify the Owner immediately if an insurance policy required by this clause is cancelled or an event occurs which may allow a claim or affect rights under an insurance policy in connection with the Premises or the Land.
- (c) All insurance required to be maintained or acquired pursuant to the terms of this Lease shall be maintained or acquired with a reputable insurance company registered with the Australia Prudential Regulation Authority and, if required, approved by the Owner.

5.2 Owner's Premiums and Insurance

- (a) The Tenant shall be liable for any excess payable with respect to claim made on the insurance held by the Owner with respect to the Owner's Property, the Building or any other infrastructure located on the Premises and must on demand by the Owner pay to the Owner the amount of any such excess upon the provision of a valid tax invoice from the Owner's insurer.
- (b) The Tenant must not do or permit or suffer anything to be done which could invalidate, make void or voidable any policy of insurance in respect of the Premises or the Land.
- (c) The Tenant must not do or permit or suffer anything to be done which could affect the Owner's rights under any insurance or increase premiums payable by the Owner or any other Tenant in connection with the Premises or the Land or any property in them.
- (d) The Tenant must on demand by the Owner pay to the Owner any extra or excess premium for insurances on the Premises incurred by reason of any extra risk caused by the use to which the Premises are put or allowed to be put by the Tenant.

6. Indemnities and releases

6.1 Tenant's Risk

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

6.2 General Indemnities

- (a) The Tenant indemnifies the Owner against all damages, costs, charges, expenses, actions, claims and demands whatsoever by any person against the Owner in connection with any of the following (except to the extent caused by a wilful act of the Owner or its employees):
 - (i) any breach of this Lease or the breach of any laws including any environmental or occupational health and safety laws by the Tenant;
 - (ii) any damage, loss, death or injury caused or contributed to by the act, negligence or default of the Tenant or the Tenant's employees, contractors, invitees or agents;
 - (iii) any damage, loss, death or injury caused or contributed to by the Tenant's business;
 - (iv) any damage, loss, death or injury sustained by any person when using, entering or being near any part of the Premises resulting from any cause or reason whatsoever, whether it arises naturally, negligently or otherwise; and
 - (v) the Owner doing any thing or taking any action which the Tenant is required to do under this Lease, but has not done or which the Owner considers the Tenant has not done properly.
- (b) The Tenant must not do, or omit to do, or permit or suffer to be done or omitted to be done, anything in or about the Premises, or other premises of which the Premises forms part, or to which the Tenant has access under this Lease, if the Owner may become exposed to a liability to pay a penalty, damages, compensation, cost, charge or expense and the Tenant must keep the Owner indemnified against all such liabilities.
- (c) This covenant by the Tenant must be read in aid of and not in derogation of any of the other covenants or agreements on the part of the Tenant hereunder.
- (d) Each indemnity is independent from the Tenant's other obligations and continues during this Lease and after it expires or is terminated. The Owner may enforce an indemnity before incurring expense.

6.3 Release

The Tenant releases the Owner from, and agrees that the Owner is not liable for, liability or loss arising from, and cost incurred in connection with:

- (a) damage, loss, injury or death unless it is caused by the negligence of the Owner or its employees or agents;
- (b) anything the Owner is permitted or required to do under this Lease; and
- (c) a Service not being available, being interrupted or not working properly;

- (d) the Owner's plant and equipment not working properly;
- (e) any damage to the Owner's property caused directly or indirectly from water or fluids flowing or leaking out of or into or being on the Premises; or
- (f) the Premises not being watertight.

6.4 Water Damage

The Tenant must indemnify the Owner against all loss or damage whatsoever, irrespective of whether the damage is direct or consequential:

- (a) Caused or contributed to by the use (whether negligent or otherwise), misuse or abuse of the water supplied to the Premises or the Land, including the use (negligent or otherwise), misuse or abuse of water, other fittings or fixtures, by the Tenant or the Tenant's employees, contractors, invitees or agents or by any other person, and the Tenant must pay compensation to the Owner for any loss or damage; and
- (b) Arising directly or indirectly from rain, water or liquids flowing or leaking into the Premises.

7. Use of the Premises

7.1 Permitted Use

- (a) The Tenant must not use the Premises for any purposes other than the Permitted Use unless the Owner has given its consent in writing.
- (b) The Tenant warrants to the Owner that it has satisfied itself that the Premises and the Land are suitable for the Permitted Use at law and it complies with the *Planning Act* (NT).
- (c) The Owner does not warrant that the Permitted Use is or will remain permitted by the *Planning Act* (NT) or any statutory zoning laws, and will accept no liability during the Term of the Lease for any inability on the part of the Tenant to use the Premises for the Permitted Use pursuant to the *Planning Act* (NT) of any relevant zoning laws.
- (d) The Tenant must not use nor permit any use of the Premises:
 - (i) for an illegal, immoral, dangerous, noisy or offensive trade, business purpose or process or any actions which could cause nuisance; or
 - (ii) which could damage or destroy the Premises.
- (e) The Tenant acknowledges and agrees that, regarding the present or future suitability or adequacy of the Tenant's intended use of the Premises, the

Building or the fixtures, fittings, furnishings, plant, machinery, equipment, services and facilities provided by the Owner:

- (i) no promise, representation or warranty was given by the Owner or by any person on behalf of the Owner to the Tenant or any person acting on behalf of the Tenant;
- (ii) the Owner makes no warranties; and
- (iii) any warranties implied under the general law or by statute are excluded under this Lease and negated to the extent permitted by law.

7.2 Statutes

- (a) The Tenant must at its own cost comply with and observe at all times:
 - (i) all statutes and instruments in force relating to the Premises, including without limitation and to the reasonable satisfaction of the Owner, all fire safety laws in respect of the Premises' safety systems, emergency measures & plans that may be required as a result of the business or activities of the Tenant carried on in the Premises; and
 - (ii) all requirements notices and orders of any competent authority with reference to the use (including sanitation) notwithstanding to whom such notice is addressed.
- (b) If required by the Owner, the Tenant must produce on demand all certificates, logs or any other documentary evidence as reasonably required by the Owner evidencing the Tenant is compliant with and observing the obligations under clause 7.2(a).

8. Repair and maintenance

8.1 Maintenance

- (a) At all times during the Term, the Tenant must at its own cost keep and repair the Premises and the Tenant's Property including all things on the Premises which are not the property of the Tenant in good and tenable repair and condition.
- (b) The Tenant must give to the Owner prompt notice in writing of any structural or other defects which may from time to time become apparent in the Premises, any accident to or defect or want of repair in any services to or fittings in the Premises excluding any minor matters which are to be promptly repaired or rectified by the Tenant and any other apparent circumstances reasonably likely to be or cause any danger risk or hazard to the Premises or any person therein.

- (c) The Tenant must at all times, at its own cost:
- (i) maintain the Premises and Tenant's Property to a standard consistent with the style, nature and location of the Building and Land, fair wear and tear excepted
 - (ii) ensure the Premises and the Tenant's Property are clean and sanitary and that no property or rubbish accumulates in the Premises or on the Land;
 - (iii) maintain the Owner's Property and the Tenant's Property and comply with any direction given by the Owner;
 - (iv) repair and maintain all alterations, additions, drains, pipes, sanitary and water apparatus, doors, windows, latches, keys, locks, furniture, glass, light bulbs, fluorescent tubes and decorations on or forming part of the Premises as required to ensure they are in good, operating order; and
 - (v) promptly replace worn or damaged items in or attached to the Premises (including all light globes, Tenant's Property and those floor coverings and furnishings which part of the Tenant's Property) with items of similar quality;
 - (vi) immediately replace or repair broken, cracked or damaged glass in or about the Premises;
 - (vii) keep the grounds of the Premises clean and tidy and the lawns and gardens in the Premises thoroughly watered and tended;
 - (viii) maintain all and any playgrounds, or sporting ovals and ensure that they are and remain fit for purpose;
 - (ix) maintain the Premises and Land in the style and manner they are at the Commencement Date;
- (d) The Tenant must not without the prior written consent of the Owner:
- (i) alter, damage or add to the Premises;
 - (ii) make any attachment to the walls or floors of the Premises; or
 - (iii) add any fittings or fixtures to the Premises,
- and any costs, charges, fees, (including any of a reoccurring nature) and professional costs, incurred by the Owner in considering, assessing and providing its consent or otherwise in relation to any such works shall be paid by the Tenant to the Owner forthwith upon presentation of a tax invoice. The Owner's approval is at its absolute discretion.
- (e) If the Tenant breaches its covenant not to alter damage or add to the Premises, the Owner, in its absolute discretion, may direct the Tenant to undertake all necessary rectification works, to the reasonable satisfaction of the Owner,

relating to the breach of covenant. If the Tenant fails to comply with the Owner's written direction within 14 days, the Owner may undertake the rectification works and the Tenant shall upon the receipt of a valid tax invoice be immediately be liable for all the Owner's costs which are recoverable as a liquidated debt.

- (f) Subject to clause 8.1(e), the obligations in this clause 8.1 do not require the Tenant to carry out any work of a structural nature, unless such work is required by reason of the number of, or sexes of, the persons employed by the Tenant or whom the Tenant permits in or upon the Premises, or by reason of the use to which the Premises are put by the Tenant.

8.2 Painting

The Tenant must paint those parts of the Premises previously painted in a proper and workmanlike manner with good quality paint in colours approved by the Owner once in every five year period from the previous time the Premises were painted and notwithstanding the five year intervals, three months prior to the vacation of the Premises by the Tenant.

8.3 Rubbish and Use of Water Apparatus

The Tenant must at its own expense ensure:

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

8.4 Signs

The Tenant must at its own cost:

- (a) obtain the Owner's written consent before erecting any signs or installing any notice or other advertisement on the Premises or the Land;
- (b) ensure all signs or other notices comply or are approved by the relevant authorities and are installed in an proper and workmanlike manner without disturbance; and

- (c) at the expiry of the Term, remove or paint over any such sign or advertisement and reinstate the Premises to the same condition as existed before the erection affixing the sign, placement or display.

8.5 Tenant's Works

The Tenant must ensure that any works undertaken on the Premises or the Land are completed:

- (a) in a proper and workmanlike manner;
- (b) in accordance with all laws and the requirements of Authorities (including but not limited the *Building Act* (NT) whereby the Owner must be given a copy of the Occupancy Permit for any works completed);
- (c) in accordance with the Owner's requirements and directions;
- (d) in accordance with any construction site agreement or industrial award in connection with the Building; and
- (e) by a contractor holding insurance for the risks and amounts the Owner reasonably requires.

8.6 Notice of Damage, Hazard or Risks

The Tenant must immediately notify the Owner in writing of any damage or defect defective operation of any of the fire equipment, air-conditioning equipment or appurtenances or of any other structural elements or services to the Premises or the Land but excluding any minor matters which are to be promptly repaired or rectified by the Tenant and any other apparent circumstances reasonably likely to be or cause any danger risk or hazard to the Premises or any person therein.

8.7 Owner's Access to the Premises

The Tenant must permit the Owner and its agents, employees and contractors at all reasonable times but on reasonable notice (except in cases of emergency or in connection with the Owner undertaking the tree management plan or connected with management of the Land in which cases notice is not required) to:

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

8.8 Sanitary Facilities

The Tenant is entitled to the use during usual Business Hours, in common with the Owner and other persons who are entitled, of the sanitary conveniences, if any, provided by the Owner for that purpose, and is entitled to access over such part of the Land or other premises of the Owner as is required to facilitate the use of those

conveniences, providing that the Tenant pays to the Owner on demand a reasonable proportion of the costs of keeping the sanitary conveniences in a clean and tidy condition.

9. Tenant's General Obligations

9.1 Positive Obligations

The Tenant must at its own expense:

- (a) comply strictly with the Tenant's constitution in all activities carried out or in connection with the Premises;
- (b) conduct the Tenant's operations at all times in a proper, orderly and business like manner;
- (c) keep the Premises free of rodents, vermin, insects, pests, birds and animals and if required by the Owner, the Tenant must engage registered pest exterminators to treat the Premises;
- (d) thoroughly fumigate and disinfect the Premises in accordance with any relevant standards if any infectious disease occurs in, on or near the Premises;
- (e) observe maximum floor loading weights as determined by the Owner and not permit the floors of the Premises to be broken, stained or damaged by overloading the floors of the Premises in any manner;
- (f) not obstruct any yard, pavement, passageway, path or stairways on the Land nor any part of the Land for any purposes other than ingress and egress to the Premises;
- (g) not use any form of light power or heat other than:
 - (i) electric current supplied through meters or generators; or
 - (ii) gas either supplied through meters or bottled; or
 - (iii) solar power, supplied through any means.
- (h) not bring upon or store in the Premises any explosive or any inflammable or corrosive fluids or chemicals other than as notified and approved by the Owner and then only as if properly confined in containers in which such fluids or chemicals are stored or sold and as required by any relevant code or regulation
- (i) prior to obtaining any licence, approval permit or consent from any Authority required to enable the Tenant to trade in connection with the Tenant's operations, the Tenant's Property or the Permitted Use or occupation of the Premises, obtain the prior written consent of the Owner for any such licence, approval, permit or consent;

- (j) keep the drains spouting and water pipes on the Premises (if any) clean;
- (k) comply on time with all laws and the requirements of Authorities in connection with the Tenant's operations, the Tenant's Property and the Tenant's use or occupation of the Premises (including obtaining all permits);
- (l) inform the Owner of damage to the Building or the Premises or of a faulty Service (where the damage or faulty Service affects the Permitted Use of the Building or the Premises) immediately it becomes aware of it;
- (m) promptly, when asked by the Owner, do everything necessary for the Tenant to do to enable the Owner to exercise its rights under this Lease;
- (n) put up signs in the Premises prohibiting smoking if required by the Owner;
- (o) if the Owner approves the Tenant's use of a business name which is connected with the Building or Land, terminate any right it has to use that business name on the date it must vacate the Premises;
- (p) secure the Premises when they are unoccupied and comply with the directions of the Owner about Building security;
- (q) comply with all rules and regulations of the Owner;
- (r) supply the Owner with the Tenant's annual financial reports and minutes of general meetings within two (2) weeks of being issued;
- (s) provide a report on the activities of the Tenant for the previous financial year by 31 July every year of the Term;
- (t) report any tree risks or faults which are reasonably likely to be or cause any danger risk or hazard to the Premises or any person therein; and
- (u) undertake all actions required to satisfy the Owner's tree management plan.

9.2 Negative Obligations

The Tenant must not:

- (a) smoke in the Building;
- (b) overload any floor or any electrical, mechanical or drainage service in or to the Premises;
- (c) store or use inflammable, volatile or explosive substances on the Premises except when the substances are required for the Permitted Use;
- (d) do anything in or around the Premises which in the Owner's reasonable opinion may be annoying, dangerous or offensive;
- (e) misuse or do anything to overload the Premises' facilities, appurtenances or Services;

- (f) install blinds, awnings, antennae or receiving dishes on any part of the outside of the Premises without the Owner's approval;
- (g) install or operate vending or amusement machines;
- (h) hold auction, bankrupt or fire sales in the Premises;
- (i) keep an animal or bird on the Premises (except where required for the Permitted Use);
- (j) use a business name which includes words connecting the business name with the Building without the Owner's approval;
- (k) use any method of heating, cooling or lighting the Premises other than those provided or approved by the Owner;
- (l) cease to be a not for profit organisation during the Term;
- (m) use the Land or the Premises for the conduct of gambling, wagering or betting in the nature of lottery or internet gambling or bring into the land gaming machines, amusement machines, ticket dispensing machines, instant scratch lottery or any other form of lottery
- (n) operate a musical instrument, radio, television, flashing lights or other equipment that can be heard or (in the case of flashing lights) seen from outside the Premises (without the consent of the Owner); or
- (o) obstruct:
 - (i) windows in the Premises or Building;
 - (ii) air vents, air-conditioning ducts skylights, sprinklers and fire equipment in the Premises; or
 - (iii) the emergency exits from the Building or the Premises.

10. Air-conditioning

10.1 Air-Conditioning

- (a) Subject only to proper compliance with (b), the Tenant must not interfere with the air-conditioning and refrigeration equipment located on or forming part of the Premises (the **Equipment**), nor permit it to be interfered with in any manner.
- (b) The Tenant must:
 - (i) at least once every three months during the Term clean the air-conditioning filters to the Equipment;

- (ii) comply with all directions given by the Owner in respect of the Equipment;
 - (iii) at all times during the Term have a preventative maintenance contract in force in respect of the Equipment with an air-conditioning and refrigeration service company approved of by the Owner on such terms as the Owner may require from time to time;
 - (iv) deliver to the Owner as soon as it is available a copy of any contract held under (iii) and any reports provided by that service company from time to time; and
 - (v) pay all costs payable under the said service contract held pursuant to (iii) at the due time for payment of the same
- (c) The Owner is not under any circumstances liable to the Tenant for any inconvenience, damage or loss which the Tenant may suffer by reason of any shutting off or faulty operation or breakdown of the Equipment.
 - (d) The Tenant must replace the Equipment or any part of it unless the need for such replacement arises as a result of the Owner's negligent act or default.

11. Transfers and other dealings

11.1 Prohibition on Dealings

- (a) The Tenant must not assign, transfer, grant, sublet or in any manner part with possession of the Premises in whole or in part or any of the Tenant's rights or interests in the Premises, without the prior written consent of the Owner.
- (b) Every application by the Tenant for a proposed assignment or sublease must be in writing, must provide details of the Tenant's proposal and must include at least the following details in respect of the proposed assignee or sublessee:
 - (i) full name and residential and business addresses;
 - (ii) qualifications, suitability and experience of the proposed assignee or sublessee;
 - (iii) two character and business references from persons or companies of good repute;
 - (iv) authority of the proposed assignee or subtenant to its banker authorising it to furnish a financial reference to the Owner on request; and
 - (v) if the proposed assignee or subtenant is a corporation, a certified copy of the profit and loss account and balance sheet of the corporation for the financial year immediately preceding the date of application for consent.

11.2 Owner's Consent to Dealings

- (a) The consent of the Owner will not be unreasonably refused or withheld provided (and without limiting the factors or circumstances which may be considered a reasonable basis for the Owner to withhold consent):
- (i) the proposed assignee or subtenant does not propose to change the use to which the Premises are put;
 - (ii) the Tenant provides evidence to the satisfaction of the Owner that the proposed assignee has the financial resources and business or retailing skills (as applicable) that will enable the proposed assignee to fulfil all of the obligations of the Tenant under this Lease, and that the proposed assignee is of good repute (which may include a credit check as the request of the Owner at the cost of the Tenant);
 - (iii) the Tenant pays and indemnifies the Owner for:
 - (A) all costs including legal costs and expenses incurred by the Owner in relation to the dealing including consideration of the proposed assignee or subtenant's suitability and consideration of any documents; and
 - (B) all costs payable by the Tenant under this Lease incurred in relation to the consideration of, or giving of, its consent;
 - (iv) the Owner may as a precondition to giving its consent require from the proposed assignee or sublessee:
 - (A) an agreement (to be prepared by the Owner's solicitors at the expense of the Tenant) in a form required by the Owner requiring the proposed assignee or subtenant to observe and perform all of the Tenant's obligations under this Lease whether expressed or implied;
 - (B) an unconditional bank guarantee complying with the requirements of clause **Error! Reference source not found.** or a cash security deposit in an amount considered reasonable by the Owner having regard to the financial status and obligations of the proposed assignee or sublessee (which in any event shall be for an amount equivalent to not less than four month's Rent); and
 - (C) if the proposed assignee or subtenant is a company, the Owner may also require any or all of the directors and shareholders of that company, as the Owner thinks fit, to provide a guarantee and indemnity by that or those directors or shareholders in respect of the observation and performance of the Tenant's obligations under this Lease, and the guarantees and indemnities are to be prepared by the Owner's solicitors at the expense of the Tenant.

- (b) Despite this clause 11, if the Tenant is a company and wants to assign this Lease to a company that is a subsidiary of the Tenant, the Owner must give its consent if:
 - (i) the proposed assignee provides the agreement and the guarantees and indemnities referred to in clause 11.2(a)(iv)(C); and
 - (ii) the existing Tenant enters into a guarantee and indemnity prepared by the Owner's solicitors to be responsible for the payment of all monies payable under this Lease and for the observance and compliance of the Tenant's obligations under this Lease.
- (c) If the Tenant is a corporation having shares not listed on a stock exchange in Australia, the following circumstances constitute an assignment of this Lease:
 - (i) any sale transfer or other disposition of the shares in the capital of the Tenant, or any issue or allotment of any new shares in the capital of the Tenant, or the happening of any other matter or event the effect of which is to transfer directly or indirectly the effective ownership management and control of the Tenant; or
 - (ii) if any of the events referred to in the preceding subclause occur to:
 - (A) any holding company; or
 - (B) any ultimate holding company,
 (as defined in the *Corporations Act*).
- (d) No consent given by the Owner to the assignment or sublease of this Lease by the Tenant under this clause is to be construed as or operates as a release of the Tenant from its obligations under this Lease or the guarantors (if any) from guarantees given under this Lease.

11.3 Mortgage of Lease

- (a) The Tenant must not mortgage, charge, encumber or pledge this Lease or any estate or interest in this Lease or the Premises without the prior written consent of the Owner, which consent may be withheld in its absolute discretion.

The Tenant shall at all times during the subsistence of this Lease keep the Premises free and clear of liens charges or encumbrances of any kind whatsoever (other than those created by the Owner or its successors in title) including in particular but without limiting the generality of the foregoing any liens charges or encumbrances based on claims for income tax land tax municipal rates and claims by persons who have supplied services or materials to the Tenant for use in or on the Premises but not including any rates and taxes payable by the Owner pursuant to this Lease.

12. Owner's rights and obligations

12.1 Quiet Enjoyment

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

12.2 Consents

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

12.3 Insurance

- (a) The Owner must at all times during the Term insure the Premises and keep them insured with a reputable insurer against damage caused by fire, storm, flood and tempest, to the full replacement value of the Premises.
- (b) Nothing within this clause shall require the Owner to insure the Tenant's fixtures and fittings or any part of the Fitout whether installed by the Owner or by the Tenant and the Tenant shall have no claim whatsoever against the Owner or its insurer for any compensation.
- (c) Nothing within this clause shall require the Owner to reinstate the Premises or any improvements upon the Land or otherwise diminish or vary the provisions of clause 16.

12.4 Enforcing Rights

The Tenant acknowledges that the Owner may:

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

12.5 Owner's Additional Rights

The Owner may:

- (a) carry out works on the Land or limit access to or close Premises;
- (b) exclude or remove any person or property from the Land;
- (c) restrict access or alter access arrangements to loading, delivery or parking areas;

- (d) permit functions, displays (including any signage) or other activities on the Land;
- (e) use the Premises and/or Buildings on the Land by negotiation during the Term;
- (f) install and use emergency, security, public address and any other building management systems on the Land;
- (g) undertake the Owners tree management plan; and
- (h) alter, extend or undertake construction on the Land or in relation to any building on the Land.

12.6 Agents and Authorised Persons

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

12.7 Rules & Regulations

The Owner may make rules and regulations, not inconsistent with the rights of the Tenant under the terms of this Lease, as in its judgment are from time to time needed or desirable for the safety, care, maintenance, aesthetics and cleanliness of the Premises and the Tenant acknowledges that any failure of the Tenant to keep any such rules and regulations will be deemed to constitute a breach of the provisions of this Lease in the same manner as if the rules and regulations were contained in this Lease.

12.8 Lifts

If the Tenant has use of any lifts (including any goods elevators) in the Premises or any building of which the Premises forms part, the use is permissive and gratuitous only, and the Owner is not liable for:

- (a) any accident which happens in connection with the lifts; or
- (b) any failure of the lifts to run at any time,

from any cause whatsoever, and the Tenant must release and indemnify the Owner from any loss or damage caused or incurred in relation to the Tenant's use of the lifts.

12.9 Access to the Premises

- (a) The Tenant is entitled, in common with any other persons who are also entitled, during usual business hours to access to and from the Premises from the street frontage.
- (b) If there is an emergency, the Owner may stop the Tenant from entering the Premises.

13. Renewal of Lease

- (a) To the extent permitted by law, section 142 of the *Law of Property Act* (NT) does not apply to this Lease or any option to renew contained in this Lease.
- (b) If there is a renewal or renewals specified in Item 4 of Schedule 1, the Owner offers the Tenant a renewal of this Lease commencing on the day after the date of expiry of the Term and containing identical provisions to the provisions of this Lease except for:
 - (i) this clause 13 which shall be deleted if the renewal is the last renewal term offered; and
 - (ii) Expiry Date which shall be amended to refer to the last date of the extended term.
- (c) The Tenant is not entitled to the renewal described in clause 13(b) unless it has at all times during the Term:
 - (i) complied with the provisions of this Lease; and
 - (ii) served on the Owner notice that it wishes to accept this offer of a renewed term during a period commencing nine months and ending six months before the date of expiry of the Term.

14. Expiry or termination

14.1 Vacation of the Premises

- (a) The Tenant must vacate and deliver up possession of the Premises on the earlier of the Expiry Date or sooner determination of this Lease.
- (b) Prior to delivering up the Premises in accordance with (a), the Tenant must:
 - (i) make good the Premises (with 'make good' having the meaning given in clause 14.2); and
 - (ii) ensure the Premises is in good and tenantable repair, order and condition and otherwise in accordance with the provisions of this Lease.

14.2 Make Good

For the purposes of clause 14.1(b), 'make good' means the restoration of the Premises to an open plan configuration as if it had never been occupied and shall include:

- (a) removal of all of the Tenant's Property from the Premises;
- (b) properly repairing any damage whatsoever caused to the Premises or the Land by the removal as described in 14.2(a);

- (c) reinstating any part of the structure or the Land which has been penetrated or otherwise altered by the Tenant during the Term;
- (d) thoroughly cleaning the Premises and removing all rubbish, waste and other materials from the Premises and the Land; and
- (e) if required by the Owner, re-altering any alterations made by the Tenant so that:
 - (i) the Premises must be converted back to its original condition (including pursuant to the condition of the Premises at the commencement of any preceding lease); and
 - (ii) the Fitout or any part thereof is removed.

14.3 Non-Surrender

- (a) If the Tenant fails to surrender the Premises and deliver up vacant possession and make-good in accordance with clause 14.1, then without affecting any of its other rights, the Owner, at its sole discretion:
 - (i) may elect to have the cost assessed and determined for the Premises to be delivered back to the Owner in accordance with clause 14.1 by a suitably qualified professional (the **Consultant**), appointed by the Owner, and the determination of the Consultant shall be final and binding; or
 - (ii) may treat the Tenant's Property as abandoned;
 - (iii) may deal with the Tenant's Property as if it were the Owner's Property;
 - (iv) may remove, store or dispose of any property of the Tenant (including all Fitout) which the Tenant has not removed from the Premises,

and the Tenant shall upon the receipt of a valid tax invoice in respect of clauses 14.3(a)(i) or 14.3(a)(ii) above be immediately liable for all the Owner's costs which are recoverable as a liquidated debt.
- (b) The Tenant must reimburse (and indemnifies) the Owner for:
 - (i) costs and expenses incurred in the removal, storage or disposal of any of the Tenant's Property;
 - (ii) all costs and claims made by any succeeding Tenant as a result of or in any way connected with the Tenant's delay in delivering up vacant possession of the Premises in accordance with clause 14.1; and
 - (iii) any other damages, costs and expenses suffered as a result of or in connection with the Tenant failure to vacate and surrender the Premises in accordance with clause 14.1.

14.4 Holding Over

- (a) If the Tenant continues to occupy the Premises with the consent of the Owner, which consent must be explicitly obtained in writing from the Owner, after the Expiry Date, it does so as a tenant from month to month on the following conditions:
 - (i) the provisions of this Lease remain in force so far as they are applicable to a monthly tenancy;
 - (ii) the monthly tenancy may be determined by one month's notice in writing which notice may expire at any time and the Tenant does not in any circumstances hold as a tenant from year to year on the expiry of the Term; and
 - (iii) the Rent payable under the Lease remains the same as was payable under this Lease immediately prior to the commencement of the monthly tenancy or as notified by the Owner from time to time at its absolute discretion.
- (b) For the avoidance of any doubt, the requirement to deliver up vacant possession and make-good in accordance with clause 14.1 will apply to the termination of any holding over period pursuant to clause 14.4(a) whether or not the consent of the Owner has been obtained in writing by the Tenant to occupy the Premises after the Expiry Date.

15. Default

15.1 Breach of Lease

- (a) If the Tenant fails to comply with or observe its obligations under this Lease, the Owner may, without being under any obligation to do so, and without prejudice to any other right, remedy or power which the Owner may have under this Lease or otherwise, do anything or take any action that it considers necessary or desirable to remedy such default, and the cost of so doing is recoverable by the Owner from the Tenant as a liquidated debt.
- (b) If the Tenant breaches or doesn't observe any of the following covenants that are more fully set out in the other provisions of this Lease:
 - (i) the covenant not to assign this Lease;
 - (ii) the covenant not to encumber this Lease;
 - (iii) the covenant as to use of the Premises;
 - (iv) the covenant to keep the Premises open for carrying on the Permitted Use;
 - (v) the covenant to keep, repair and maintain the Premises;

- (vi) the covenant not to alter damage or add to the Premises;
- (vii) the covenant to comply with statutes and notices;
- (viii) the covenant to take out and maintain insurances,

and the Tenant fails to remedy the breach or non-observance (if capable of remedy) within 14 days (and the parties agree that this period is a reasonable period in which to remedy any breach or non-observance) after service on the Tenant of a notice in writing requiring remedy of the breach or non-observance, then that failure to remedy the breach or non-observance, is deemed to be a breach of an essential term of this Lease amounting to a repudiation of this Lease by the Tenant, and the Owner may without notice accept that repudiation and terminate this Lease, but without prejudice to any other remedy right or power which the Owner may have under this Lease or otherwise.

(c) The following events are Events of Default:

- (i) the Tenant carries on, or threatens to carry on, any matter or business which is illegal or causes nuisance to the Owner or to occupiers of neighbouring premises;
- (ii) if the Tenant is a company, an order is made or a resolution is effectively passed for the winding up of the Tenant (except for the purpose of reconstruction or amalgamation);
- (iii) if the Tenant and Owner do not agree the terms of a Funding Agreement during the Term or part of it;
- (iv) the Tenant makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts as and when they fall due, within the meaning of the *Corporations Act*;
- (v) execution is levied against the Tenant and not discharged within 30 days;
- (vi) a provisional liquidator, receiver, receiver and manager or administrator is appointed to the Tenant or any of its property;
- (vii) the Tenant ceases or threatens to cease to carry on business;
- (viii) if the Tenant is or are individual, a creditor's petition in bankruptcy is presented by or against the Tenant or any event referred to in section 40 of the *Bankruptcy Act* (Cth) occurs, which with the occurrence or failure of any subsequent event therein referred to would result in the commission by the Tenant of an act of bankruptcy; and
- (ix) if the Tenant is or are individual, any document, the execution of which by the Tenant would result in the commission by the Tenant of an act of bankruptcy, or any deed of assignment, deed of arrangement or deed of

composition is prepared by or for or presented to the Tenant for execution by the Tenant.

- (d) If an Event of Default occurs, the Owner may immediately or at any subsequent time:
- (i) serve a notice to quit on the Tenant requiring the Tenant to quit and deliver up the Premises to the Owner or its agents at the expiry of 14 days from the date of the notice;
 - (ii) determine the Lease by notice in writing to the Tenant; and/or
 - (iii) re-enter the Premises, at which time this Lease and the estate of the Tenant absolutely ceases and determines,

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

15.2 Notice to Quit Period

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

15.3 Damages

If the Owner is entitled to terminate this Lease, or if this Lease terminates for any reason (including by operation of law) consequent upon default or non-compliance by the Tenant, the Owner is entitled, whether it has or has not re-entered or taken possession of the Premises, to take action against, and recover damages from, the Tenant for damages arising from that conduct default or non-compliance, including damages for any antecedent breach or non-compliance and damages for the loss of the entire Term and of the Owner's bargain.

16. Damage to land or premises

16.1 Premises Unfit for Occupation or Use

- (a) If, during the Term, the Premises or any part of the Premises are destroyed or damaged by earthquake, fire, storm, flood, tempest, Act of God, inevitable accident, riot, civil commotion, enemy action or incidental to resisting or preparing to resist enemy action, so as to render the Premises inaccessible or wholly or partially unfit for occupation or use, then the obligation to pay Outgoings or other charges is suspended either in whole or as to a fair and just proportion of the Outgoings or other charges according to the damage sustained, as long as the Premises or that part of the Premises remains unfit for occupation or use by reason of such damage.
- (b) Subject to clause 16.1(a), if the Owner and the Tenant are unable to agree within 14 days of the destruction or damage as to the amount of Outgoings or

other charges remaining payable under this Lease, either party may request the then President of the Northern Territory Group of the South Australian Division of the Australian Property Institute Inc (or the principal officer of any successor organisation) to appoint a valuer to determine a fair Oughtings or other charges and the valuer's determination must be made as an expert and is final and binding on the Owner and Tenant and the costs of that determination are payable by the Owner and the Tenant equally.

16.2 Termination because Unfit for Occupation or Use

- (a) Subject to clause 16.2(b), if the Premises are destroyed or damaged by the events referred to in this clause 16.1 so that the Premises are wholly or substantially unfit for occupation or use by the Tenant for the purposes of carrying on its business, and if the Owner does not:
 - (i) within six calendar months after the destruction or damage, commence to repair the damage and reinstate the Premises; or
 - (ii) within a reasonable period (but not less than six months) of time after being requested by the Tenant to do so, repair the damage and reinstate the Premises,

the Owner or the Tenant may, by seven days notice in writing to the other party, terminate this Lease but that termination is without prejudice to any rights which might have accrued to either party prior to the termination (including any right that the Owner may have to recover damages from the Tenant in respect of the destruction or damage).

- (b) The Tenant will forfeit any right to terminate the Lease under clause 16.2(a), if the destruction or damage to the Premises was caused or contributed to by the negligent act or omission of the Tenant.

17. Security

17.1 Power Of Attorney

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

18. Dispute resolution

18.1 Dispute

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

- (a) the Tenant must not commence court or arbitration proceedings unless it has completed the following dispute resolution process;
 - (i) the Tenant must notify the Owner in writing that it wishes to commence the dispute resolution process in this clause 18 within 10 Business Days (and in this respect time is of the essence) of the alleged breach of the terms of this Lease by the Owner; and
 - (ii) the parties must act reasonably and bona fide to reach agreement in relation to the Dispute.

18.2 The Expert

- (a) If within 10 Business Days of the Tenant's notification to the Owner described in 19.1(a), the parties have not resolved the Dispute, either party can apply to the President of the Law Society of the Northern Territory to appoint an appropriate expert to resolve the dispute;
- (b) The expert must:
 - (i) act as an expert and not an arbitrator;
 - (ii) accept oral or written submissions from the parties as to the subject matter of the Dispute;
 - (iii) not be bound by the rules of evidence;
 - (iv) keep confidential matters coming to the expert's knowledge by reason of being appointed and performance of his or her duties;
 - (v) make a determination, having regard to the submissions of the parties;
 - (vi) provide a statement of reasons to the parties, stating full reasons for its determination in writing as soon as practicable; and
 - (vii) act in accordance with the principles of natural justice.

18.3 Determination of the Dispute

- (a) In making its determination, the expert may:
 - (i) obtain information independently if necessary in relation to technical matters to which the dispute relates;

- (ii) consult with such other professionally qualified persons as the expert in his or her discretion thinks fit; and
 - (iii) take measures as the expert thinks fit to expedite the resolution of the Dispute.
- (b) In the absence of manifest error, the decision of the expert is valid and binding upon the parties.
- (c) The cost of the expert and any advisers must be borne by one or both of the parties as determined in the discretion of the expert taking into account the expert's decision in the Dispute, and failing such determination must be borne equally.
- (d) Nothing in this clause prejudices any of the Owner's rights pursuant to this Lease or otherwise, or any written or unwritten law of the Northern Territory and notwithstanding the Dispute being referred to the dispute resolution procedure in this clause 18, the parties must so far as it is reasonably practicable, continue to perform and comply with their respective obligations under this Lease.

19. GST

Words used in this clause 19 which are defined in the *GST Act* have the same meaning as given in the *GST Act*.

- (a) Unless expressly stated otherwise, all amounts and payments stated in this Lease do not include GST.
- (b) If a supply made by the Owner under this Lease is a taxable supply under the *GST Act*, the Tenant must in addition to the amount payable to the Owner for that supply, concurrently pay to the Owner the amount of any GST payable in respect of that supply.
- (c) Without limiting clause 19(b) supply includes the possession, occupation or use of the Premises by the Tenant, including after the expiry of the Term.

20. General provisions

20.1 Relocation of Tenant

- (a) The Tenant hereby acknowledges and agrees that the Owner may, at any time during the Term, give to the Tenant a notice that it intends to conduct building work to extend, improve or change the Premises and require the Tenant to surrender this Lease and relocate to an alternative premises.

- (b) A notice given pursuant to clause 20.1(a) shall:-
- (i) specify the date by which the Tenant is required to relocate from the Premises to the alternative premises;
 - (ii) offer a lease of the alternative premises on terms similar to this Lease;
 - (iii) specify a date on which the offer of a lease of the alternative premises is to be accepted;
 - (iv) specify the date on which this Lease is determined in the event that the Tenant does not accept the offer to lease the alternative premises;
 - (v) specify that the Owner will pay or reimburse all actual costs of the relocation of the Tenant including fit-out to the standards and specifications of that contained in the Premises.
- (c) If the Tenant does not accept the offer of a lease of the alternative premises within the time allowed in the Notice, then this Lease shall be determined at that time, and the Owner shall not be liable to pay to the Tenant any amount or sum by way of compensation, damages or otherwise in respect of the determination of this Lease.
- (d) If the Tenant accepts the offer of a lease of the alternative premises, then the Tenant shall enter into such a lease and shall execute such documentation as may be prepared by the Owner or its solicitors on or before the commencement date of that Lease and before the Owner is required to pay any monies in respect of the Tenant's relocation costs and expenses.
- (e) Notwithstanding the provisions contained in this clause 20.1, the Owner shall not be liable to the Tenant in respect of any loss of trade, inconvenience, nuisance or interference with the Tenant's business conducted in and from the Premises, howsoever caused.

20.2 Demolition of Premises

Notwithstanding anything herein contained, in the event that the Owner shall desire to demolish the Premises during the term of this Lease and any extension or renewal thereof (hereinafter called the Redevelopment) as a result of which the Owner will require the Premises or the Premises will be made wholly or partly inaccessible whether temporarily or permanently then the Owner shall have the right from time to time and at any time to:

- (a) require the Tenant to vacate and/or cease to use the Premises for such period as the Owner may require without any compensation or damages being payable by the Owner to the Tenant in respect of any loss or damage suffered by the Tenant as a result of such vacation or cessation aforesaid provided that:
 - (i) the Owner shall give to the Tenant not less than three months' notice in writing of its intention to require the Tenant to caveat or cease to use the Premises, and

- (ii) the rental in respect of the Premises will abate and the Tenant will not be required to pay its proportion of the operating expenses in respect of the period commencing on the date of the vacation or cessation and terminating on the date on which the Tenant is entitled to resume occupation of the Premises;

or

- (b) terminate this lease without compensation provided always that the Owner shall give to the Tenant not less than three months' notice in writing of its intention to terminate this lease.

20.3 Owner's Building Works

- (a) The Owner may carry out works that it reasonably believes are required to the common areas or services to the Land and any building thereon.
- (b) Such works may include but are not limited to the demolition, extension or other alterations of the common areas, refurbishment or replacement of finishes, extensions or reductions, alteration of means of access and alteration or modernisation of services.
- (c) If the Owner engages contractors or tradespersons that are suitable to the works to be carried out and they carry out such works during hours and in a manner that is usual to carry out such works then the Owner will not be in breach of its obligations pursuant to clause 12.1.

20.4 No Relationship Partnership etc

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

20.5 No Partnership

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of partnership or of principal and agent or of joint venture or joint enterprise between the parties hereto it being understood and agreed that neither the method of computation of rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of lessor and lessee upon the terms and conditions only as provided in this Lease.

20.6 Time

Unless the contrary intention appears, wherever a period of time in this Lease is limited for the performance of any obligation by either party or for any other purpose, that period commences at 9.00 am on any relevant commencement date or at 9.00 am on the day after any relevant notice has been served or given or relevant default act event or omission has occurred and expires at 4.00 pm on the last day of that period but if the

last day of any period falls on a day that is not a Business Day, that period is extended to 4.00 pm on the next Business Day.

20.7 Waiver

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

20.8 Notices

- (a) All notices, approvals, consents, demands or other communications required or permitted to be given under this Lease must be in writing and served personally or by prepaid certified post, facsimile transmission or transmitted email at the address of the party indicated below or at another address that a party substitutes for the address below by notice to the other party and, in the case of the Tenant, by service at the Premises.
- (b) A notice, approval, consent, demand or other communication sent by
 - (i) prepaid certified post is taken to be received on the 3rd, (7th, if outside Australia) Business Day after posting.
 - (ii) facsimile transmission, is taken to be received on production of a transmission report from the facsimile machine of the sender which shows that the transmission was sent in its entirety to the facsimile number shown in this Lease for the recipient, provided that the transmission report is produced before 4.00 pm, otherwise the facsimile transmission is taken to be received on the next Business Day.
 - (iii) email is taken to be received by another party, if transmitted to a party's email address and no error or bounce-back message is received, on the day of transmission.
- (c) For the purposes of this clause the initial addresses for service of the parties are those specified in Item 5 of Schedule 1.

20.9 Governing Law

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

20.10 Reading Down and Severance

If a provision of this Lease:

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

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

20.11 Entire Agreement

The provisions contained in this Lease and in any statutory provisions relating to this Lease are expressly agreed by the parties to comprise the whole of the agreement between them and the existence of any implied, collateral or other agreement, warranty or representation relating to this Lease or the parties is hereby negated, to the extent permitted by law, including, but not limited to any implied obligation on the Owner to conduct repairs or maintenance on the Premises or Building, and no variation of this Lease will be effective unless made in writing and signed by both parties.

20.12 Moratorium Negated

The application to this Lease of any moratorium or other Act whether Territory or Federal having the effect of extending the term reducing or postponing the payment of the rent or any part thereof or otherwise affecting the operation of the covenants conditions and stipulations on the part of the Tenant to be performed or observed or providing for compensation rights or privileges at the expense of the Owner in favour of the Tenant or any other person is hereby expressly excluded and negated to the fullest extent permitted by law.

20.13 Contra Preferentem

Neither this Lease nor any part of it is to be construed against a party on the basis that the party or its legal or other representatives were responsible for its drafting.

Schedule 1

Item 1	That Part Of The Land Forming The Premises	The whole of the Land
Item 2	Prior Encumbrances	As per Certificate as to Title
Item 3	Permitted Use	Public recreation reserve
Item 4	Renewal/s Offered	<p>Option 1</p> <p>Annual Rent: \$1.00 (GST Inclusive)</p> <p>Term: Three (3) years</p> <p>Commencement Date: 2028</p> <p>Expiry Date: 2031</p> <p>Option 2</p> <p>Annual Rent: \$1.00 (GST Inclusive)</p> <p>Term: Two (2) years</p> <p>Commencement Date: 2031</p> <p>Expiry Date: 2033</p>
Item 5	Address For Service Of	<p>OWNER: Litchfield Council</p> <p>Contact name: Silke Maynard</p> <p>Address: PO Box 446 Humpty Doo NT 0836</p> <p>Facsimile number: Not Applicable</p>

Email:	<u>council@lc.gov.au</u>
TENANT:	Humpty Doo Village Green Management Board Incorporated
Contact name:	#[insert]#
Address:	#[insert]#
Facsimile number:	Not Applicable
Email:	#[insert]#

DRAFT



LITCHFIELD COUNCIL MEETING

Wednesday, 16 January 2019

16 Common Seal

17 Other Business

18 Public Questions

19 Confidential Items

Pursuant to Section 65 (2) of the Local Government Act and Regulation 8 of the Local Government (Administration) regulations the meeting be closed to the public to consider the following Confidential Items:

19.1 2019 Australia Day Award Recipients

Regulation 8(a) – information about the employment of a particular individual as a member of the staff or possible member of the staff of the council that could, if publicly disclosed, cause prejudice to the individual.

19.2 Community and Business Hub

Regulation 8(c) – information that would, if publicly disclosed, be likely to: (i) cause commercial prejudice to , or confer an unfair commercial advantage on, any person.

20 Close of Meeting