

## CITY OF PALMERSTON

**Notice of Council Meeting  
To be held in Council Chambers  
Civic Plaza, Palmerston  
on Tuesday 6 June 2017 at 6.30pm**



Mark Spangler  
Acting 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.*

### Audio Disclaimer

An audio recording of this meeting is being made for minute taking purposes as authorised by City of Palmerston Policy MEE3 Recording of Meetings, available on Council's Website.

### Acknowledgement of Traditional Ownership

*I respectfully acknowledge the past and present Traditional Custodians of this land on which we are meeting, the Larrakia people. It is a privilege to be standing on Larrakia country.*

## 1 PRESENT

## 2 APOLOGIES

Deputy Mayor McKinnon – Leave of Absence

### ACCEPTANCE OF APOLOGIES AND LEAVE OF ABSENCE

THAT the Leave of Absence received by Deputy Mayor McKinnon be received and granted.

## 3 CONFIRMATION OF MINUTES

### RECOMMENDATION

1. THAT the minutes of the Council Meeting held Tuesday, 16 May 2017 pages 9147 to 9202, be confirmed subject to the following alteration:-

THAT a Minute Book Page '9156 A' be inserted moving decisions from the Confidential Session into the Open Session as per Council Decision 8/2678:-

#### 18.2 Condition Audit on Street Lighting Assets

- THAT Council determine whether it wishes to carry out a condition audit on street lighting assets being transferred to Council on 1 January 2018.
  - THAT Council carry out a condition audit on street lighting assets being transferred to Council on 1 January 2018.
  - THAT the resolutions only come back into the open session.
2. THAT the Confidential Minutes of the Council Meeting held Tuesday, 16 May 2017 pages 313 to 316, be confirmed.

5 REPORT OF DELEGATES

6 QUESTIONS (WITHOUT DEBATE) FOR WHICH NOTICE HAS BEEN GIVEN

7 QUESTIONS (WITHOUT DEBATE) FOR WHICH NOTICE HAS NOT BEEN GIVEN

8 PETITIONS

9 DEPUTATIONS / PRESENTATIONS

10 CONSIDERATION OF MOTIONS FOR WHICH NOTICE HAS BEEN GIVEN

11 COMMITTEE RECOMMENDATIONS

11.1 Governance and Organisation

Nil

11.2 Economic Development and Infrastructure

Nil

11.3 Community Culture and Environment

Nil

12 INFORMATION AGENDA

12.1 Items for Exclusion

12.2 Receipt of Information Reports

RECOMMENDATION

THAT the Information Items contained within the Information Agenda, be received.

12.3 Officer Reports

12.3.1	Action Report	8/1178
12.3.2	LGANT Executive Minutes – 23 May 2017	8/1185
12.3.3	Seniors Consultation – Use of Senior Centre	8/1189

## 13 DEBATE AGENDA

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### 13.1 Officer Reports

13.1.1	Elected Member Allowances for 2017/18	8/1179
13.1.2	Request from Power Water Authority to Remove 2 Trees - 44 and 46 McInnis Circuit Driver	8/1180
13.1.3	Development Application PA2017/0189 on Lot 9148 (6) Pierssene Road, Yarrowonga for a warehouse, showroom sales, plant nursery and ancillary restaurant (Proposed Bunnings)	8/1181
13.1.4	Exceptional Development Permit Application (PA2017/0153) for 24 x 3 bedroom multiple dwellings in 4 x 2 storey buildings and a commercial development comprising a restaurant with drive-through in a 1 storey building and community-type uses in a 2 storey building on Lot 10288 (3) Tarakan Court, Johnston	8/1182
13.1.5	Development Application - Variation - Changes to the development approved by DP17/0046 resulting in 14 x 2 and 22 x 3 bedroom multiple dwellings, ground level commercial and office tenancies and a car parking facility in an 8 storey building in 2 stages on Lot 9609 & 10024 (11) The Boulevard and (7) Palmerston Circuit, Palmerston City	8/1184
13.1.6	Affixation of Common Seal - Variation to Crown Lease Term 2402 over Lot 11497 Town of Palmerston	8/1186
13.1.7	Super Block and Water Tower Carparking Changes	8/1187
13.1.8	Northern Territory PGA Championship Sponsorship Expenditure	8/1188
13.1.9	EOI Insurance Cover for Financial Year 2017/18	8/1190

## 14 CORRESPONDENCE

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14.1 Review of Constitutional Arrangements - Department of Housing and Community Development

## 15 RESPONSE TO PREVIOUS QUESTIONS TAKEN ON NOTICE

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## 16 PUBLIC QUESTION TIME

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At the invitation of the Chair.

## 17 OTHER BUSINESS - ALDERMAN REPORTS

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*By-law 14(8) provides that the Chairman must not accept a motion without notice if the effect of the motion would, if carried, be to incur expenditure in excess of \$1,000 unless:*

- a) *the motion relates to the subject matter of a committee's or sub committee's recommendations (as the case may be, or an officer's report that is listed for consideration on the business paper; or*
- b) *the matter is urgent.*

**18.1 Confidential Action Report****8/1183****RECOMMENDATION**

1. THAT pursuant to Section 65 of the Local Government Act, Council orders that the public be excluded from the meeting with the exception of the Chief Executive Officer, Director of Corporate Services, Director of Technical Services, Director of Community Services and Minute Secretary on the basis that Council considers it necessary and appropriate to act in a manner closed to the public in order to receive, discuss and consider the report in relation to confidential agenda item 18.1 Confidential Action Report and that Council is satisfied that the meeting should be conducted in a place open to the public is outweighed in relation to the matter because receiving, considering and discussing the report and associated documentation involves:

(e) information provided to the council on condition that it be kept confidential.

This item is considered confidential pursuant to Regulation 8 (e) of the Local Government (Administration) Regulations.

2. THAT Council orders that the report from the Confidential Council Meeting held on 6 June 2017 in relation to item number 18.1 Confidential Action Report remain confidential and not available for public inspection.

**18.2 Financial Hardship Application - 106254****8/1191****RECOMMENDATION**

1. THAT pursuant to Section 65 of the Local Government Act, Council orders that the public be excluded from the meeting with the exception of the Chief Executive Officer, Director of Corporate Services, Director of Technical Services, Director of Community Services and Minute Secretary on the basis that Council considers it necessary and appropriate to act in a manner closed to the public in order to receive, discuss and consider the report and associated documents in relation to confidential agenda item 18.2 Financial Hardship Application - 106254 and that Council is satisfied that the meeting should be conducted in a place open to the public is outweighed in relation to the matter because receiving, considering and discussing the report and associated documentation involves:

(b) information about the personal circumstances of a resident or ratepayer;

This item is considered confidential pursuant to Regulation 8 (b) of the Local Government (Administration) Regulations.

2. THAT Council orders that the minutes from the Confidential Council meeting held on 6 June 2017, in relation to confidential item number 18.2 Financial Hardship Application - 106254, the report and associated documents remain confidential and not available for public inspection for a period of 12 months from the date of this meeting or a lesser period as determined by the Chief Executive Officer.

**RECOMMENDATION**

1. THAT pursuant to Section 65 of the Local Government Act, Council orders that the public be excluded from the meeting with the exception of the Chief Executive Officer, Director of Corporate Services, Director of Technical Services, Director of Community Services and Minute Secretary on the basis that Council considers it necessary and appropriate to act in a manner closed to the public in order to receive, discuss and consider the report and associated documents in relation to confidential agenda item 18.3 Financial Hardship Application - 102108 and that Council is satisfied that the meeting should be conducted in a place open to the public is outweighed in relation to the matter because receiving, considering and discussing the report and associated documentation involves:

(b) information about the personal circumstances of a resident or ratepayer;

This item is considered confidential pursuant to Regulation 8 (b) of the Local Government (Administration) Regulations.

2. THAT Council orders that the minutes from the Confidential Council meeting held on 6 June 2017, in relation to confidential item number 18.3 Financial Hardship Application - 102108, the report and associated documents remain confidential and not available for public inspection for a period of 12 months from the date of this meeting or a lesser period as determined by the Chief Executive Officer.

**RECOMMENDATION**

1. THAT pursuant to Section 65 of the Local Government Act, Council orders that the public be excluded from the meeting with the exception of the Chief Executive Officer, Director of Corporate Services, Director of Technical Services, Director of Community Services and Minute Secretary on the basis that Council considers it necessary and appropriate to act in a manner closed to the public in order to receive, discuss and consider the report and associated documents in relation to confidential agenda item 18.4 Financial Hardship Application - 101668 and that Council is satisfied that the meeting should be conducted in a place open to the public is outweighed in relation to the matter because receiving, considering and discussing the report and associated documentation involves:

(b) information about the personal circumstances of a resident or ratepayer;

This item is considered confidential pursuant to Regulation 8 (b) of the Local Government (Administration) Regulations.

2. THAT Council orders that the minutes from the Confidential Council meeting held on 6 June 2017, in relation to confidential item number 18.4 Financial Hardship Application - 101668, the report and associated documents remain confidential and not available for public inspection for a period of 12 months from the date of this meeting or a lesser period as determined by the Chief Executive Officer.

**RECOMMENDATION**

1. THAT pursuant to Section 65 of the Local Government Act, Council orders that the public be excluded from the meeting with the exception of the Chief Executive Officer, Director of Corporate Services, Director of Technical Services, Director of Community Services and Minute Secretary on the basis that Council considers it necessary and appropriate to act in a manner closed to the public in order to receive, discuss and consider the report and associated documents in relation to confidential agenda item 18.5 Financial Hardship Application - 105270 and that Council is satisfied that the meeting should be conducted in a place open to the public is outweighed in relation to the matter because receiving, considering and discussing the report and associated documentation involves:

(b) information about the personal circumstances of a resident or ratepayer;

This item is considered confidential pursuant to Regulation 8 (b) of the Local Government (Administration) Regulations.

2. THAT Council orders that the minutes from the Confidential Council meeting held on 6 June 2017, in relation to confidential item number 18.5 Financial Hardship Application - 105270, the report and associated documents remain confidential and not available for public inspection for a period of 12 months from the date of this meeting or a lesser period as determined by the Chief Executive Officer.

**RECOMMENDATION**

1. THAT pursuant to Section 65 of the Local Government Act, Council orders that the public be excluded from the meeting with the exception of the Chief Executive Officer, Director of Corporate Services, Director of Technical Services, Director of Community Services and Minute Secretary on the basis that Council considers it necessary and appropriate to act in a manner closed to the public in order to receive, discuss and consider the report and associated documents in relation to confidential agenda item 18.6 Update on Sale of Lot 12965 and that Council is satisfied that the meeting should be conducted in a place open to the public is outweighed in relation to the matter because receiving, considering and discussing the report and associated documentation involves:

(c) information that would, if publicly disclosed, be likely to:

- (i) cause commercial prejudice to, or confer an unfair commercial advantage on, any person; or

This item is considered confidential pursuant to Regulation 8 (c)(i) of the Local Government (Administration) Regulations.

2. THAT Council orders that the minutes from the Confidential Council meeting held on 2 May 2017, in relation to confidential item number 18.6 Update on Sale of Lot 12965, the report and associated documents remain confidential and not available for public inspection for a period of 2 years from the date of this meeting or a lesser period as determined by the Chief Executive Officer.



**ITEM NUMBER:** 4                      **Mayor's Report**  
**FROM:** Ian Abbott  
**REPORT NUMBER:** M8-40  
**MEETING DATE:** 6 June 2017

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**Summary:**

My report provides Council with an update on recent meetings or events of interest to Elected Members.

**RECOMMENDATION**

THAT Council receives Report Number M8-40.

**General:**

**Wednesday, 10 May 2017**

- Attended a meeting with the Regional Director Palmerston, Department of the Chief Minister

**Thursday, 11 May 2017**

- Attended the Economic Development and Infrastructure Committee
- Attended the Opening of The Bell Bar & Bistro

**Friday, 12 May 2017**

- Attended the Australian Institute of Office Professionals Breakfast
- Met with Deputy Mayor Sue McKinnon
- Attended the Indonesian Fashion Extravaganza 2017

**Saturday, 13 May 2017**

- Attended National Families Week Event – Flicnics, Mary Poppins


**Tuesday, 16 May 2017**

- Attended via Teleconference Regional Capitals Executive Board Meeting
- Attended the City of Palmerston Candidate Information Session
- Chaired the Ordinary Council Meeting

**Wednesday, 17 May 2017**

- Attended the 'Helping People Achieve' Business at Sunset Event

**Thursday, 18 May 2017**

- JP Service
  - Radio Interview with ABC
  - Radio Interview with Mix 104.9FM
  - Radio Interview with Territory FM
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**Saturday, 20 May 2017**

- Attended and provided a speech for the Opening of the Warisan Budaya Indonesian Festival

**Monday, 22 May 2017**

- Met with the Lord Mayor and Chief Executive Officer of Darwin regarding Street Lighting

**Tuesday, 23 May 2017**

- Attended the Local Government Association of the NT Executive Board Meeting as a Member

**Wednesday, 24 May 2017**

- Radio Interview for Grassroots, ABC Studios
- Radio Interview with Radio Larrikia
- Radio Interview for 360, Mix 104.9 Studios

**Thursday, 25 May 2017**

- Participated in Tunes and Tales at the Palmerston Library

**Saturday, 27 May 2017**

- Attended the Red Shield Appeal

**Sunday, 28 May 2017**

- Attended the Red Shield Appeal

**Monday, 29 May 2017**

- Attended an Elected Member Budget Workshop

**Tuesday, 30 May 2017**

- Teleconference with Mayor Damien Ryan of Alice Springs Town Council
- Attended the Clontarf Foundation - Super Training Clinic

**Forwarding Schedule:**

Nil

**Recommending Officer:** Ian Abbott, Mayor

Any queries on this report may be directed to Ian Abbott, Mayor on telephone (08) 8935 9902 or email [ian.abbott@palmerston.nt.gov.au](mailto:ian.abbott@palmerston.nt.gov.au).

**Schedule of Attachments:** Nil



**ITEM NUMBER:** 12.3.1 Action Report  
**FROM:** Acting Chief Executive Officer  
**REPORT NUMBER:** 8/1178  
**MEETING DATE:** 6 June 2017

**Municipal Plan:**

4. Governance & Organisation

4.3 People

We value our people, and the culture of our organisation. We are committed to continuous improvement and innovation whilst seeking to reduce the costs of Council services through increased efficiency

**Summary:**

This report outlines individual action items outstanding from previous Council Meetings. Council is asked to receive this report.

**RECOMMENDATION**

THAT Council receives Report Number 8/1178.

**General:**

Dec #	Task Date	Owner	Matter	Action	Update
8/0949	18/2/2014	DTS	Car Parking Contribution Plan Update	Matter on the table	No further update available
8/1666		DTS	The Heights Durack Eastern Collector Road	Mayor and CEO to be delegated the ability to apply Council's seal and to sign all documents for the establishment of a road access easement on Lot 11504, 80 University Avenue, Durack.	Awaiting construction and transfer documents from developer. No further action required from Council

8/2225	06/09/2016	DCOMM	Thai Temple and NT Thai Association	Council are to further consider the request by Thai Temple and NT Thai Association for land following the completion of the land use plan for Marlow Lagoon and adjoining Crown Land.	The NT Thai Association Inc presented to council at its meeting on 18 April 2017. NT Thai Association have been advised that further negotiations and any decisions are linked to the outcomes of the Council Land Use Plan. The final Land Use plan is expected mid November 2017.
8/2252	20/09/2016	DTS	Addition of Colour and Vibrancy to the City Centre	Report to be brought to Council which examines opportunities to add colour by way of lighting, flags, etc. to existing features in and around Goyder Square.	Recommendation of CCE in this agenda.
8/2254	20/09/2016	DTS	Closure of a section of Wallaby Holtz Road in Yarrawonga	CEO to seek consent, pursuant to section 187 of the Local Government Act, from the Minister for Local Government and Community Services and the Minister responsible for the administration of the Control of Roads Act, for the permanent closure of the unmade section of Wallaby Holtz Road (between the Stuart Highway and the intersection with Yarrawonga Road) in Yarrawonga north.	28 days advert placed in the NT News has closed. No comments or feedback received.
8/2276	04/10/2016	DCOMM	Senior's Centre Consultation	Council undertake a consultation with Palmerston Seniors Groups and support agencies to establish the potential future facility uses. A report is then to be prepared and presented to Council	Consultation Forum with Seniors Support Agencies and Seniors Groups held 5 May 2017. Report to Council Meeting 6 June 2017 including result of consultations.
8/2330	15/11/2016	DTS	Grading Classification and installation of appropriate signage to the Escarpment Park Walking Track	Council assign a grading classification of 4 and install appropriate signage to the Escarpment Park Walking Track in accordance with Australian Standard 2156.1-2001, Australian Standards Walking Tracks Part 1: Classification and Signage.	8 signs to be installed. Image files sent to manufacturer. Waiting on proofs. Expect installation in the next 6 weeks

8/2330	15/11/2016	DTS	Durack Seepage Water Capture	Council to undertake the design and documentation of a low flow capture system in Durack.	Costing being developed
8/1268	13/12/2016	DTS	Palmerston Animal Management Reference Group Meeting 24 November 2016	Staff to assess environment grants that may be available for information signage related to the effects of feeding native animals.	Grant applications to be lodged shortly.
8/2368	13/12/2016	DCORP	Service Review of Communications and Marketing	Council to undertake a service review of its communications and marketing.	This will be continued once the media officer role has been filled, which is expected to occur before end of May.
8/2428	17/01/2017	DTS	Additional Driveway Access to Lot 3968 (38) Gunter Circuit, Woodroffe	Council to prepare a 'driveway policy' that sets the requirements and assessment standards for considering second driveway applications.	Expected draft policy by early July.
8/2470	21/02/2017	DTS	Proposal for Developing Water Sensitive Urban Design (WSUD) Guidelines	Council resolves to develop Water Sensitive Urban Design (WSUD) Guidelines for the City of Palmerston.	Consultant has been briefed on the project.
8/2505	07/03/2017	DTS	Closure of Durack Drive	Council approve the road closure be undertaken as required under the Local Government Act and the Local Government (Administration) Regulations, including seeking the consent of the Minister responsible for the administration of the Local Government Act.	
8/2506	07/03/2017	DTS	Goyder Heritage Study	A proposed draft "Goyder Historical Trail" document be prepared based on interpretive opportunities of existing streets and suburbs and the 'Elrundie camp', to be presented to Council for consideration.	Officers continue to discuss with stakeholders. Expect a draft in the second half of 2017.
8/2535	21/03/2017	DTS	Storm Damage Costs - 5 November 2016	That Council be provided with a further report in regards to the damage costs from the storm on 5 November 2016.	

8/2615	02/05/2017	DTS	Collection of Waste Bins at Bus Stops	CEO to advise the Department of Infrastructure, Planning and Logistics that Council accepts the shared responsibility for waste bin servicing at existing and future bus stops and seeks that the Department provide a 50% contribution towards these services.	
8/2616	02/05/2017	DTS	Local Area Traffic Management School Precincts	Application be made to the next round of the Improving Strategic Local Roads Fund grants to undertake the works identified in Report Number EDI/247.	
8/2626	02/05/2017	DCORP	Leasing of Council Property	A revised draft Policy AD04 – Lease of Council Property, to be referred to the GOC.	This will be brought to the next available GOC meeting.
	02/05/2017	DCOMM	Notice of Motion to Amend – Tender for the Palmerston Swimming and Fitness Centre	Council inform the YMCA Top End that the Palmerston Recreation Facilities Management Contract will not be renewed;	Tender for Management Contract of the Palmerston Swimming and Fitness Centre released 11 May 2017. Closing 2.00pm 1 June 2017.
8/2650	16/05/2017	DTS	Yarrowonga Road North Roads Upgrade	Council tender in 2016/17 for the reconstruction of both Wallaby-Holtz Road and Yarrowonga Road.	
8/2654	16/05/2017	DCORP	Financial Report	<p>Monthly financial report to include:</p> <ul style="list-style-type: none"> <li>- a full year forecast as required by the Local Government Accounting Regulations;</li> <li>- surplus/deficit format summary with comparison to budget as used in the Annual Budget found in the Municipal Plan;</li> <li>- financial sustainability ratios to be recommended to Council for the Municipal Plan.</li> </ul> <p>Council to discuss how to better provide public access to the details of creditor payments and credit card transactions and whether this information needs to be included in the Monthly Financial Report to Council.</p>	Proposed adjustments are being prepared for improvements to the monthly financial statements, anticipated to be rolled out with the new financial year.

8/2655	16/05/2017	DCORP	Risk Management and Audit Committee Meeting	Staff to provide a report to the Governance and Organisation Committee on the establishment of financial sustainability ratios for the municipal plan and how they are reported in the monthly financial report.	A report to the GOC with regards to the establishment of financial sustainability ratios and proposed targets will be brought to the next meeting.
8/2663	16/05/2017	DCOMM	Queen's Baton Relay	Council to host a Commonwealth Games 2018 Queens Baton Relay community celebration event in Goyder Square on Friday 2 March 2018.	Coordination for the Queens Baton Relay in Palmerston has begun for Friday 2 March 2018. City of Palmerston have nominated a Community Batonbearer.
8/2666	16/05/2017	DTS	Closure of a Portion of Miller Court Road Reserve	The Mayor and CEO to seek consent from the Ministers administering the Local Government Act and Control of Roads Act, per section 187 of Local Government Act.	
8/2671	16/05/2017	DCOMM	Rainbow Flag	THAT City of Palmerston fly a rainbow flag in Goyder Square until we have marriage equality in our country.	Rainbow Flag now flying in Goyder Square, installed 26 May 2017.  Completed
8/2677	16/05/2017	DCORP	Condition Audit on Street Lighting Assets	<b>(RECOMMENDATION ONLY RELEASED FROM CONFIDENTIAL)</b> THAT Council carry out a condition audit on street lighting assets being transferred to Council on 1 January 2018.	Staff are preparing and costing options with regards to a street light audit.

**Recommending Officer:** Ben Dornier, Acting Chief Executive Officer

Any queries on this report may be directed to Ben Dornier, Acting Chief Executive Officer on telephone (08) 8935 9922 or email [ben.dornier@palmerston.nt.gov.au](mailto:ben.dornier@palmerston.nt.gov.au)

**Schedule of Attachments:**

Nil

**ITEM NUMBER:** 12.3.2 LGANT Executive Minutes – 23 May 2017  
**FROM:** Acting Chief Executive Officer  
**REPORT NUMBER:** 8/1185  
**MEETING DATE:** 6 June 2017

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**Municipal Plan:**

4. Governance & Organisation

4.3 People

We value our people, and the culture of our organisation. We are committed to continuous improvement and innovation whilst seeking to reduce the costs of Council services through increased efficiency

**Summary:**

At the General Meeting of LGANT in March 2010, it was agreed that draft minutes of each Executive Meeting be made available for Council's information.

**RECOMMENDATION**

THAT Council receives Report Number 8/1185.

**General:**

The LGANT Executive Meeting draft meeting minutes will be sent out approximately on a monthly basis. The draft minutes of the Executive Meeting held on Tuesday, 23 May 2017 are attached for information.

**Financial Implications:**

Nil

**Legislation/Policy:**

Nil

**Recommending Officer:** Ben Dornier, Acting Chief Executive Officer

Any queries on this report may be directed to Ben Dornier, Acting Chief Executive Officer on telephone (08) 8935 9922 or email [ben.dornier@palmerston.nt.gov.au](mailto:ben.dornier@palmerston.nt.gov.au).

**Schedule of Attachments:**

Attachment: Draft LGANT Executive Meeting Minutes – 23 May 2017

**LOCAL GOVERNMENT ASSOCIATION  
OF THE NORTHERN TERRITORY**

**MINUTES OF THE LGANT EXECUTIVE MEETING  
HELD ON TUESDAY 23 MAY 2017 IN THE LGANT OFFICE  
COMMENCING AT 10:35 AM**

**1. PERSONS PRESENT AT THE MEETING OR ON THE TELEPHONE**

Mayor Damien Ryan	President
Alderman Bob Elix	Vice-President – Municipal
Mayor Tony Jack	Vice-President – Regional & Shires
Councillor Steven Hennessy	Executive – Regional & Shires
Mayor Ian Abbott	Executive – All Councils
Alderman Gary Haslett	Executive – Municipal
<b>IN ATTENDANCE:</b>	
Tony Tapsell	LGANT CEO
Elaine McLeod	LGANT – Secretariat

**2. APOLOGIES FROM MEMBERS WHO WERE ABSENT FROM THE MEETING**

Mayor Lynette De Santis	Executive – Regional & Shires
Mayor Fay Miller	Executive – Municipal

**MEMBERS ABSENT FROM THE MEETING WITHOUT APOLOGY**

President Barb Shaw	Executive – Regional & Shires
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**RESOLUTION**

That members:

1. accept the acknowledgements from members that they are unable to attend the meeting
2. approve the applications from members for leave of absence from the meeting
3. accept the recording of the meeting and delete the recording on completion of the minutes.

**Moved: Alderman Elix**  
**Seconded: Alderman Haslett**  
**Carried**

**3. NOTIFICATION OF CONFLICT(S) OF INTERESTS – Nil**

**4. CONFIRMATION OF THE MINUTES OF THE PREVIOUS MEETING**

**RESOLUTION**

THAT the minutes of the previous Executive meeting held on Monday 18 April 2017 be confirmed as true and correct records of these meetings.

**Moved: Alderman Elix**  
**Seconded: Councillor Hennessy**  
**Carried**

**5. ACCEPTANCE OF THE AGENDA AND NOTIFICATION OF GENERAL BUSINESS ITEMS**

**RESOLUTION**

THAT the papers as circulated be received for consideration at the meeting.

**Moved: Mayor Abbott**  
**Seconded: Alderman Haslett**  
**Carried**



**LOCAL GOVERNMENT ASSOCIATION  
OF THE NORTHERN TERRITORY**

**6. DECISIONS THE EXECUTIVE IS BEING ASKED TO MAKE THIS MEETING**

**6.1 LGANT Financial Reports for 31 March 2017**

**Discussion**

Members noted the financial reports. A query was raised about the purchase of disabled parking permits and it was explained that LGANT bought these at a bulk rate and will sell them to councils at cost price.

**RESOLUTION**

That the Executive receives and adopts the financial reports for 31 March 2017.

**Moved: Alderman Elix**  
**Seconded: Mayor Abbott**  
**Carried**

**Tony Jack joined the meeting at 10:45am.**

**6.2 Review of the NT Liquor Act and New LGANT Policies**

**Discussion**

There was lengthy discussions around this issue with the following points being made:

- an independent community impact assessment for all licence applications should be administered and funded by the Department of Health
- takeaway licences need to be restricted and in some cases removed
- there are concerns over how effective the Banned Drinkers Register will be
- dry communities have lead to problem drinkers moving to the Darwin CBD and larger towns with councils wearing the consequences
- the government needs to provide transparent data on alcohol usage.

Members agreed to:

- amend the sixth policy to read:  
**THAT LGANT supports legislation and regulation to reduce the density of takeaway outlets to reduce alcohol harm on condition that the data is provided**
- remove the policy that reads:  
**THAT LGANT advocates for a model to be developed to allow remote towns to serve alcohol in a controlled environment to foster responsible drinking behavior**
- amend the last policy to read:  
**LGANT supports the requirement for an independent community impact assessment for all licence applications, administered and funded by the Department of Health**
- LGANT drafting a submission to the Alcohol Policies and Legislation Review
- ask the Expert Panel for a face-to-face meeting with the LGANT Executive.

**Action**

1. Update LGANT Policy Statements.
2. Draft a submission to the Alcohol Policies and Legislation Review.
3. Arrange a face-to-face meeting between the Expert Panel and the Executive.

**RESOLUTION**

THAT the Executive:

- adopts the new LGANT policies on alcohol management with changes.
- approves LGANT putting a submission to the expert panel on the Review of the **Liquor Act**.

**Moved: Mayor Abbott**  
**Seconded: Councillor Hennessy**  
**Carried**

**LOCAL GOVERNMENT ASSOCIATION  
OF THE NORTHERN TERRITORY**

**6.3 Appointment of Alternate Director to ALGA for the LGANT Vice President Regional and Shires**

**Discussion**

Mayor Jack appointed Mayor Lynette De Santis as his alternate director to ALGA.

**Action**

4. Both Mayors to sign ALGA's alternate director form and send to ALGA.

**RESOLUTION**

THAT the Executive endorses Mayor Lynette De Santis as Mayor Tony Jack's alternate member to ALGA.

**Moved: Mayor Jack**  
**Seconded: Mayor Abbott**  
**Carried**

**6.4 Conditional Rating**

**Discussion**

Members asked that *'including those owned by Australia's richest woman, Gina Rinehart'* be removed from the draft submission. The CEO will circulate a revised submission to the Executive.

**Action**

5. Amend the submission and circulate to the Executive.

**6.5 Appointment of LGANT Representative to the Animal Welfare Advisory Committee**

**Discussion**

Members endorsed Councillor Neil Price as the LGANT representative on the Animal Welfare Advisory Committee.

**Action**

6. Inform Councillor Price and the committee of this endorsement.

**RESOLUTION**

THAT the Executive endorses Councillor Neil Price as the LGANT representative to the Animal Welfare Advisory Committee.

**Moved: Alderman Elix**  
**Seconded: Councillor Hennessy**  
**Carried**

**7. REPORTS ON ACTIONS REQUIRED TO BE DONE FROM THE LAST MEETING**

**7.1 Nominations to the Local Government Accounting Advisory Committee**

**Future Action**

Await endorsement by the Minister.

**7.2 Nominations to the Coastal and Marine Management Partnership Group**

**Future Action**

Await endorsement by the Minister.

**LOCAL GOVERNMENT ASSOCIATION  
OF THE NORTHERN TERRITORY**

**7.3 Northern Territory Economic Summit**

**Future Action**

Look out for the final plans that come out of the office of the Chief Minister.

**7.4 Roadmap for Renewable Energy**

**Future Action**

Monitor developments of the government's plans when they are released.

**7.5 Land Development in the NT – Subdivision Guidelines**

**Future Action**

Continue to participate in meetings and report on progress.

**7.6 Council Motion – Councils' Legal Obligation to Manage and Maintain Aboriginal Land Trust Land**

**Future Action**

Seek legal advice.

**Discussion**

Members heard that the regional councils will pay for this legal advice.

**7.7 Council Motion – Review of Natural Disaster Relief and Recovery Arrangements Grants Conditions**

**Future Action**

Approach NT Treasury to see if it will support potential changes.

**7.8 Council Motion – Impact of Substance Misuse on Council Workforces**

Follow up with the local government associations of New South Wales and Western Australia their templates for councils to use as well as getting an update from the Menzies School of Health on its research.

**7.9 Council Motion – NT Government Commitment to Supporting Indigenous communities**

**Future Action**

Wait for a reply from the Deputy Chief Minister or other Ministers.

**7.10 Council Motion – Rating of Aboriginal Land**

**Future Action**

This matter will be an ongoing piece of work for the Finance Reference Group and CouncilBIZ.

**RESOLUTION**

**What decision is the Executive being asked to make?**

THAT the Executive receives and notes the reports on actions required to be done from the last meeting.

**Moved: Councilor Hennessy**

**Seconded: Mayor Jack**

**Carried**

**8. BUSINESS WHICH ONLY REQUIRES THE EXECUTIVE TO RECEIVE AND NOTE INFORMATION**

**8.1 WALGA Elearning**

**Discussion**

Members heard that overall good feedback has been received from councils. LGANT is negotiating with the Department to use Local Government Excellence funding for this project.

**LOCAL GOVERNMENT ASSOCIATION  
OF THE NORTHERN TERRITORY**

**RESOLUTION**

THAT the Executive receives and notes this progress report and development on the LGANT Elearning Initiative.

**Moved:** Mayor Jack  
**Seconded:** Alderman Haslett  
**Carried**

**8.2 National Local Government Cultural Forum**

**Discussion**

Members heard that the councils chosen to provide data on art and cultural activities were selected at random. These councils will be contacted directly for the survey.

**RESOLUTION**

THAT the Executive receives and notes the report on the National Local Government Cultural Forum.

**Moved:** Alderman Elix  
**Seconded:** Mayor Jack  
**Carried**

**8.3 2016 Territory Election Report**

**Discussion**

Members were informed that the City of Palmerston has been given an increase of one extra elected member. The recent prospective councillor session at Palmerston was well received with eight people attending.

**RESOLUTION**

THAT the Executive receives and notes the 2016 Territory Election Report.

**Moved:** Alderman Elix  
**Seconded:** Mayor Abbott  
**Carried**

**8.4 Northern Territory Budget 2017-2018 and LGANT Budget Submission**

**Discussion**

Members heard that the NT Treasurer, the Hon Nicole Manison has just given birth to a baby girl, Grace Rosanne Kathryn McNeill.

**Action**

7. LGANT to send flowers congratulating the Treasurer on behalf of local government.

**RESOLUTION**

THAT the Executive receives and notes the report on the Northern Territory Budget for 2016-2017 and LGANT budget submission.

**Moved:** Councillor Hennessy  
**Seconded:** Mayor Jack  
**Carried**

## LOCAL GOVERNMENT ASSOCIATION OF THE NORTHERN TERRITORY

### 8.5 Local Government Workforce Development Group

#### Discussion

Members were informed that:

- Government Skills Australia has been replaced by the Australian Industry and Skills Committee
- WALGA and LGANT are the only local government associations represented on the panel with LGANT being represented by WALGA
- Judith McKay from Industry Skills Advisory Council NT is also on the committee.

#### RESOLUTION

THAT the Executive receives and notes the report on the Local Government Workforce Development Group.

**Moved:** Alderman Elix

**Seconded:** Mayor Abbott

**Carried**

### 9. PRESIDENT'S REPORT

Members were told that the President has recently attended two meetings on behalf of ALGA:

- the Australia and New Zealand Ministerial Forum on Food
- the Transport and Infrastructure Council.

### 10. BUSINESS FROM PREVIOUS MEETING THAT IS NOT YET FINISHED

#### 10.1 Administration & Legislation Advisory Committee

##### Future Action

Continue to provide progress reports. The next ALAC meeting will be held 2 June 2017.

#### 10.2 The Transfer of Local Roads from the NT Government to Local Government

##### Future Action

Follow up with the Department of Housing and Community Development its proposed local road partnership framework.

#### 10.3 Cemeteries

##### Future Action

Draft licence on cemeteries to be forwarded to regional councils following negotiation with the Northern Land Council.

##### Discussion

This item will be discussed at the ALAC meeting on 2 June 2017 members were told. A licence agreement has been received from the Northern Land Council.

#### 10.4 The Transfer of Barge Landings, Boat Ramps and Airstrips to Local Government

##### Future Action

Monitor the Economic Summit process to ensure remote/regional aerodromes are identified within strategies.

#### 10.5 Constitutional Recognition of Aboriginal and Torres Strait Islander Peoples

##### Future Action

Provide progress reports.

**LOCAL GOVERNMENT ASSOCIATION  
OF THE NORTHERN TERRITORY**

**10.6 Incorporation of LGANT**

**Future Action**

The matter will be put to a future meeting of the LGANT Executive in July 2017.

**10.7 CouncilBIZ Constitution**

**Future Action**

The Department is expected to issue a new constitution shortly.

**10.8 Financial Assistance Grants**

**Future Action**

Promote with member councils the acknowledgement of the Australian Government's financial assistance grants and the uses to which they have been put.

**10.9 Environmental Regulatory Reform – NT EPA**

**Future Action**

LGANT to provide a submission.

**10.10 Local Government Excellence Program**

**Future Action**

LGANT to pursue special purpose grants.

**10.11 Northern Territory Government Remote Housing**

**Future Action**

Continue to monitor progress with the new Northern Territory government and bring together with work that is being done at the Commonwealth and ALGA levels.

**10.12 ALGA Indigenous Policy Forum**

**Future Action**

Submit draft principles for possible inclusion at the June 2017 National General Assembly.

**10.13 Collaboration on Insurance Practices**

**Future Action**

Attend meeting of consultants and council CEOs in June 2017 after which the matter will be put to councils for resolution.

**10.14 Street Lighting Arrangements**

**Future Action**

Work with councils in collaboration on the following issues:

- the treatment for street light assets stationed on infrastructure owned by other entities
- bringing street light assets into the accounts of councils
- on or before 1 January 2018 having arrangements in place for:
  - an effective handover of assets
  - a provider who can perform for council, operations, maintenance and repair (OMR) services to street lighting
- discussing with other councils whether or not there is scope for joint procurement for the provision of OMR services to street lighting
- examining the technologies that can be utilised with street lighting
- putting a submission to the review of electricity tariff charging and assessing its impact on council power usage
- including street light specifications in council subdivision guidelines.

## LOCAL GOVERNMENT ASSOCIATION OF THE NORTHERN TERRITORY

### **Discussion**

Members heard that:

- City of Darwin is going out for expressions of interest in supplying LED street lights.
- Alice Springs Town Council is still waiting for correspondence from Power and Water.

### **10.15 LGANT Submission on the Planning Act**

#### **Future Action**

Ascertain the government's position in respect of proposed amendments to the **Planning Act** following the release of its discussion paper.

### **Discussion**

Members heard that a Chair of the NT Planning Commission has yet to be appointed.

### **10.16 Proposed Independent Commission Against Corruption for the NT**

#### **Future Action**

Continue to monitor and report on the development of legislation to do with the establishment of the office of the Independent Commissioner Against Corruption.

### **10.17 Federal Black Spot Road Safety Program**

#### **Future Action**

LGANT will continue to meet with the Department to discuss local government applications.

### **10.18 Voting, Voter Entitlements and Council Elections**

#### **Future Action**

Continue to run prospective candidate sessions throughout the Northern Territory.

### **10.19 Senate Inquiry into the Termination of ABC Shortwave Radio Transmission Services**

#### **Future Action**

Review inquiry report once released and monitor response from the Federal government.

### **10.20 2017-2018 Budget Including Member Subscriptions**

#### **Future Action**

Invoices to be sent to member councils in June 2017.

### **10.21 Representation on the NT Weeds Advisory Committee**

#### **Future Action**

Follow up with the Department as to whether or not the Minister has approved the appointment.

### **10.22 Nominations to the NT Planning Commission**

#### **Future Action**

Follow up with the Department as to whether or not the Minister has approved the appointment.

### **10.23 Nominations to Local Government Disciplinary Committees**

#### **Future Action**

Follow up with the Department as to whether or not the Minister has approved the appointment.

### **10.24 Council Motion – Allocation of Financial Assistance Grants and the 2016 Census**

#### **Future Action**

Continue to monitor the release of 2016 Census data which is expected in the next few months.

**LOCAL GOVERNMENT ASSOCIATION  
OF THE NORTHERN TERRITORY**

**RESOLUTION**

THAT the Executive receives and notes the reports on business from previous meetings that is not yet finished.

**Moved: Mayor Jack**  
**Seconded: Councillor Hennessy**  
**Carried**

**11. BUSINESS NOT YET FINISHED BUT INACTIVE**

11.1	Heavy Vehicle Task Force
11.2	Waste Management Regional Projects
11.3	National State of the Assets Report
11.4	Public Libraries
11.5	2015-16 Local Government National Report
11.6	Council Motion – Recognition of Local Government in the NT Government Ministerial Structure
11.7	Review of the <b>Local Government Act</b>

**RESOLUTION**

THAT the Executive accept the business not yet finished but inactive.

**Moved: Alderman Elix**  
**Seconded: Mayor Jack**  
**Carried**

**12. MEMBERS QUESTIONS**

**13. GENERAL BUSINESS**

**13.1 Councils Seeking Approval to go to out to Loan**

Members discussed the difficulty the City of Palmerston is experiencing in getting approval from the Department to obtain loan funds for economic development. The Department's Local Government Division is delaying the process. The CEO will get more details from City of Palmerston and follow up with the Department to see if the process can be improved.

**14. COMPLETED BUSINESS**

14.1	April 2017 General Meeting Outcomes
14.2	Inquiry into Opening Parliament to the People
14.3	Cancellation of CentrePay Deduction for Council Programs
14.4	LGANT Video Conference Capability
14.5	Professional Development Courses – Australian Institute of Company Directors
14.6	Submission to the Draft Alcohol Action Plan
14.7	Abandoned or Derelict Cars in Council Areas
14.8	Planned Solutions for LGANT's Information Technology
14.9	Draft Submission on the Oil and Gas Strategy
14.10	Community Champions
14.11	Hydraulic Fracturing
14.12	Balanced Environment Strategy Discussion Draft
14.13	Council Motion – Restoring Indexation Related to Financial Assistance Grants as Part of the 2017-2018 Federal Budget



**LOCAL GOVERNMENT ASSOCIATION  
OF THE NORTHERN TERRITORY**

**RESOLUTION**

THAT the Executive approves the removal of items of completed business from the agenda for the next meeting.

**Moved:** Councillor Hennessy

**Seconded:** Mayor Jack

**Carried**

**15. CONFIDENTIAL BUSINESS – Nil**

**16. NEXT MEETING**

The next meeting of the LGANT Executive will be held on Tuesday 13 June 2017 at 10:00am in the LGANT Boardroom.

**THERE BEING NO FURTHER BUSINESS, THE MEETING CLOSED AT 12:07pm.**

**17. LIST OF ACTIONS FROM THE MEETING**

<b>ACTIONS</b>	<b>Item No</b>
1. Update LGANT Policy Statements.	6.2
2. Draft a submission to the Alcohol Policies and Legislation Review.	6.2
3. Arrange a face-to-face meeting between the Review Panel and the Executive.	6.2
4. Both Mayors to sign ALGA's alternate director form and send to ALGA.	6.3
5. Amend the submission and circulate to the Executive.	6.4
6. Inform Councillor Price and the committee of this endorsement.	6.5
7. LGANT to send flowers congratulating the Treasurer on behalf of local government.	8.4

**ITEM NUMBER:** 12.3.3 Seniors Consultation – Use of Senior Centre  
**FROM:** Director of Community Services  
**REPORT NUMBER:** 8/1189  
**MEETING DATE:** 6 June 2017

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**Municipal Plan:**

1. Community & Cultural Wellbeing

1.4 Recreation

1.4 We are committed to providing quality recreation and sporting facilities, parks, gardens, playgrounds and open spaces for the benefit of our community

**Summary:**

This report provides Council with an overview of feedback gathered as part of a consultation with Seniors groups and support agencies in relation to the possible uses of a future Seniors Centre

**RECOMMENDATION**

THAT Council receives Report Number 8/1189.

**Background:**

At the Council meeting on 4 October 2016 council resolved:

THAT Council undertake a consultation with Palmerston Seniors Groups and support agencies to establish the potential future facility uses.

**General:**

A senior's consultation was held on Friday 5 May 2017 at the Gray Community Hall.

The consultation was attended by representatives of:

- Palmerston and Rural Seniors Association
- Palmerston Seniors Advisory Group
- Senior Songsters
- Palmerston 50 Plus Club
- Seniors Indoor Carpet bowls
- Seniors Indoor croquet
- Arthritis and Osteoporosis NT
- COTA NT

- Neighbourhood Watch NT
- Alzheimer's NT Australia
- Mullagas and Cudjeries Group

Further to the above consultation, seniors were asked to provide feedback on uses of a Seniors Centre at the annual City of Palmerston Seniors forum held on 29 August 2016. Feedback gathered at the Seniors Forum has been combined with the recent consultation.

***Suggested uses include:***

An information centre for senior's activities and services  
 Physical Therapy activities  
 Sporting activities i.e., playing quoits, bocce, croquet, carpet bowls, tai chi  
 Social BBQ's  
 A Gathering space  
 Group cooking activities/ healthy eating sessions  
 Social and board gaming mornings  
 Lifestyle education/healthy living sessions  
 Educational sessions i.e, legal, wills,  
 Drop in centre – tea, coffee, morning teas and socialising  
 Dancing and music special events  
 Guest speaker sessions, i.e., University of the Third Age  
 Craft activities, groups and workshops  
 Performances and events  
 Seniors song group rehearsals  
 Function area to hold up to 250 people  
 Open meeting place with meeting rooms seniors group can use  
 Integrated seniors service delivery or remote service deliver space, i.e., consult room  
 Mini expos  
 Books, CD and DVD exchange  
 Gardening activities  
 Scooter recharge station  
 Star gazing

At the time of the consultation attendees were also asked to provide feedback on spaces and design of a future seniors centre.

***Suggestions included:***

***Building General***

Air conditioning  
 Wifi  
 Security system  
 Environmentally friendly (i.e., can be opened up in dry season)  
 Secure fencing  
 Good lighting outside  
 Good acoustics  
 Solar powered  
 Easy access  
 Wide door/ covered main door  
 Automatic front double doors  
 Disability friendly access  
 Dementia- friendly

**Parking**

Disability card holder parking  
Ambulance Access  
Wide car spaces  
Place for a small bus  
Drop off zone  
Covered parking area  
Gated space for van

**Multi Purpose Space**

Accommodate up to 250 people  
Permanent spaces for storage  
PA system  
Folding tables with good plastic chairs  
Large open area  
Suitable dancing surface  
Wall mounted TV  
Flexible use  
Screen and white board for presentations  
Stage area  
Usable as a dining space

**Storage space**

Close at hand/adjoin multipurpose space  
Large lockable cages or cupboards for individual groups' use  
Storage for communal use i.e., event/activity equipment, music etc  
Storage for tables and chairs close by

**Smaller workshop space/classroom**


Wifi and data ports  
Lots of power points  
Flexible usage, classroom style, theatrette style  
Digital projector  
Large screen

**Kitchen**

Lots of storage  
Dishwasher  
Catering kitchen  
Benches for 20 people  
Permanent hot water system  
Access to teaching area and multipurpose space

**Garden**

Landscaped for sitting/relaxing area  
Garden seating  
Area for small gardening activities  
Good lighting  
Shed outdoor room for tool storage  
Recycling station  
BBQ area with covered gathering space



***First Aid space/ consult room***

Smaller quiet space  
Comfortable furniture  
IT access

***Lobby entry area***

Brochure racks and notice boards  
Reception desk

**Financial Implications:**

Nil

**Legislation/Policy:**

Nil

**Recommending Officer:** Jan Peters, Director of Community Services

Any queries on this report may be directed to Jan Peters, director of community Services on telephone (08) 89 323793 or email [jan.peters@palmerston.nt.gov.au](mailto:jan.peters@palmerston.nt.gov.au)

**Author:** Jan Peters, Director of Community Services

**Schedule of Attachments:**

Attachment A: Nil



**ITEM NUMBER:** 13.1.1 Elected Member Allowances for 2017/18  
**FROM:** Director of Corporate Services  
**REPORT NUMBER:** 8/1179  
**MEETING DATE:** 6 June 2017

**Municipal Plan:**

4. Governance & Organisation

4.1 Responsibility

4.1 We are committed to corporate and social responsibility, the sustainability of Council assets and services, and the effective planning and reporting of Council performance to the community

**Summary:**

This report provides the updated Table of Elected Member Allowances provided annually by the Department of Housing and Community Services, and requests Council determine the allowances of Elected Members for the 2017/18 financial year.

**RECOMMENDATION**

1. THAT Council receives Report Number 8/1179.
2. THAT the Elected Member allowances for the year 2017/18 be set out as follows:

Mayor \$\_\_\_\_\_ for the year paid on pro rata fortnightly basis in arrears (base allowance \$\_\_\_\_\_, electoral allowance \$\_\_\_\_\_) and subject to individual activity and prior approval a professional development allowance not more than \$\_\_\_\_\_.

Deputy Mayor \$\_\_\_\_\_ for the year paid on a pro rata fortnightly basis in arrears (base allowance \$\_\_\_\_\_, electoral allowance \$\_\_\_\_\_) and subject to individual activity and prior approval a professional development allowance not more than \$\_\_\_\_\_.

Aldermen \$\_\_\_\_\_ for the year paid on a pro rata fortnightly basis in arrears (base allowance \$\_\_\_\_\_, electoral allowance \$\_\_\_\_\_) and subject to individual activity and prior approval a professional development allowance not more than \$\_\_\_\_\_.

3. THAT Council set the Extra Meeting Allowance at \$\_\_\_\_\_ per meeting, with conditions as set out in EM02 Elected Members Benefits and Support Policy.

**Background:**

The Department of Housing and Community Services has reviewed the provisions in the Local Government Act Guidelines that provide for elected member allowances (Attachment 1). General

Instruction No. 2 for Council Member Allowances dated 24 February 2015 remains unchanged (Attachment 2).

In accordance with section 71 (3) of the Local Government Act, Council Member Allowances for each financial year are to be fixed as part of the Council's budget for the relevant financial year. In relation to past Council Member Allowances, the following schedule sets out the payments over the last ten years indicating the variations that have been made:

<b>Financial</b>	<b>Mayoral Allowance</b>	<b>Deputy Mayoral</b>	<b>Alderman Allowance</b>
2016/17	Base \$85,312.54 Electoral \$22,454.45 PD \$3,653.68	Base \$31,546.25 Electoral \$5,614.79 PD \$3,653.68	Base \$15,343.80 Electoral \$5,614.79 PD \$3,653.68
2015/16	Base \$84,888.10 Electoral \$22,342.74 PD \$3,635.50	Base \$31,389.30 Electoral \$5,586.86 PD \$3,635.50	Base \$15,267.46 Electoral \$5,586.86 PD \$3,635.50
2014/15	Base \$77,848.15 Electoral \$20,489.80 PD \$3,567	Base \$28,786.12 Electoral \$5,123.53 PD \$3,567	Base \$14,001.30 Electoral \$5,123.53 PD \$3,567
2013/14	Base \$77,848.15 Electoral \$20,489.80 PD \$3,334	Base \$28,786.12 Electoral \$5,123.53 PD \$3,334	Base \$14,001.30 Electoral \$5,123.53 PD \$3,334
2012/13	Base \$77,848.15 Electoral \$20,489.80 PD \$3,334	Base \$28,786.12 Electoral \$5,123.53 PD \$3,334	Base \$14,001.30 Electoral \$5,123.53 PD \$3,334
2011/12	Base \$76,023.58 Electoral \$15,009.57 PD \$3,255.86	Base \$28,111.44 Electoral \$5,003.45 PD \$3,255.86	Base \$13,673.14 Electoral \$5,003.45 PD \$3,255.86
2010/11	Base \$70,000 Electoral \$4,767 PD \$3,102	Base \$19,496 Electoral \$4,767 PD \$3,102	Base \$12,996 Electoral \$4,767 PD \$3,102
2009/10	Base \$70,000 Electoral \$4,767 PD \$3,102	Base \$19,496 Electoral \$4,767 PD \$3,102	Base \$12,996 Electoral \$4,767 PD \$3,102

2008/09	Base \$70,000 Electoral \$4,767 PD \$3,102	Base \$19,496 Electoral \$4,767 PD \$3,102	Base \$12,996 Electoral \$4,767 PD \$3,102
2007/08	\$60,000	\$18,000	\$12,000
2006/07	\$60,000	\$18,000	\$12,000

**General:**

Council may resolve to pay less than the maximum listed in the table as shown below. Pursuant to section 128(2A) of the Local Government, once Council Member Allowances have been resolved for the financial year they cannot be increased during the financial year.

The Department of Housing and Community Services has provided details of the maximum level of Council Member Allowances for the financial year commencing 1 July 2017 and these are set out in the table below:

<i>Financial Year</i>	<i>Mayoral Allowance</i>	<i>Deputy Mayoral Allowance</i>	<i>Alderman Allowance</i>
2017/18	Base \$85,312.54 Electoral \$22,454.45 PD \$3,653.68	Base \$31,546.25 Electoral \$5,614.79 PD \$3,653.68	Base \$15,343.80 Electoral \$5,614.79 PD \$3,653.68

The maximum rates reflect no change from 2016/17. The breakdown below provides the explanation for each component:

Base allowance

Paid to all members to cover; agenda study, meeting preparation, attendance at regular council and committee meetings, attendance at social functions as a council representative, constituency responsibilities and council representation outside of the municipality, including delegations interstate and overseas.

Electoral allowance

Paid to assist members with electoral matters at the discretion of the individual member.

Professional Development Allowance

Paid to members to attend appropriate and relevant conferences or training courses which sustain a member's professional competence by keeping the member informed of, and able to comply with, development in professional standards applicable to their role. Any such course/conference or the like must have the prior approval in line with Council policy.

Extra meeting allowance

As per the Ministerial Guidelines 'Allowances for Council Members' *A council must not pay extra meeting allowance unless the council has a policy which determines which meetings will attract the allowance.*

At the Council meeting held on 20 October 2015, Council amended policy EM02 Elected Members Benefits and Support Policy to allow for extra meeting allowance.



**Financial Implications:**

The decision of Council with regards to the setting of allowances will be included within the 2017/18 Annual Budget.

**Legislation/Policy:**

Local Government Act  
Ministerial Guidelines  
General Instructions  
City of Palmerston Policy EM02 Elected Members Benefits and Support

**Recommending Officer:** Ben Dornier, Director of Corporate Services

Any queries on this report may be directed to Ben Dornier, Director of Corporate Services on telephone (08) 8935 9976 or email [ben.dornier@palmerston.nt.gov.au](mailto:ben.dornier@palmerston.nt.gov.au)

**Author:** Ben Dornier, Director of Corporate Services

**Schedule of Attachments:**

- Attachment A Department of Housing and Community Services - Maximum Council Member Allowances - amounts applicable 1 July 2017
- Attachment B Ministerial Guidelines - Allowances for Council Members
- Attachment C Department of Housing and Community Services - Council Member Allowances - General Instruction No. 2
- Attachment D EM02 Elected Members Benefits and Support Policy



**(8) Maximum Council Member Allowances****Amounts applicable 1 July 2017**

Note: A council must resolve allowances for the financial year when it adopts the budget for the financial year (section 71(3)). A council must adopt its budget on or before 31 July (section 128(1)). The amounts in these tables indicate the maximum level at which allowances may be set. Councils can resolve to pay less than the maximums. A council needs to consider allowances in the overall context of its budget. Once a council has resolved the level of allowances for a financial year they cannot be changed by amendment (section 128(2)).

**Ordinary Council Member**

<b>Council Members other than Principal Member and the Deputy Principal Member</b>				
	<b>Category 1:</b>	<b>Category 2:</b>	<b>Category 3:</b>	<b>Category 4:</b>
	Darwin	Alice Springs Palmerston	Katherine Litchfield Barkly Central Desert East Arnhem MacDonnell Roper Gulf Tiwi Islands Victoria Daly West Arnhem West Daly	Belyuen Coomalie Wagait
Base Allowance	\$21,918.53	\$15,343.80	\$13,151.83	\$4,383.95
Electoral Allowance	\$8,019.95	\$5,614.79	\$4,812.67	\$1,604.22
Professional Development Allowance	\$3,653.68	\$3,653.68	\$3,653.68	\$3,653.68
Max Extra Meeting Allowance	\$14,612.35	\$10,229.59	\$8,767.88	\$2,923.41
<b>Total Claimable</b>	<b>\$48,204.51</b>	<b>\$34,841.86</b>	<b>\$30,386.06</b>	<b>\$12,565.26</b>

**Acting Principal Member**

	<b>Category 1:</b>	<b>Category 2:</b>	<b>Category 3:</b>	<b>Category 4:</b>
	Darwin	Alice Springs Palmerston	Katherine Litchfield Barkly Central Desert East Arnhem MacDonnell Roper Gulf Tiwi Islands Victoria Daly West Arnhem West Daly	Belyuen Coomalie Wagait
Daily Rate	\$421.67	\$296.82	\$254.42	\$84.80
<b>Maximum Claimable (90 days)</b>	<b>\$37,950.30</b>	<b>\$26,713.80</b>	<b>\$22,897.80</b>	<b>\$7,632.00</b>

### Deputy Principal Member

	<b>Category 1:</b>	<b>Category 2:</b>	<b>Category 3:</b>	<b>Category 4:</b>
	Darwin	Alice Springs Palmerston	Katherine Litchfield Barkly Central Desert East Arnhem MacDonnell Roper Gulf Tiwi Islands Victoria Daly West Arnhem West Daly	Belyuen Coomalie Wagait
Base Allowance	\$45,065.53	\$31,546.25	\$27,039.81	\$9,014.07
Electoral Allowance	\$8,019.95	\$5,614.79	\$4,812.67	\$1,604.22
Professional Development Allowance	\$3,653.68	\$3,653.68	\$3,653.68	\$3,653.68
<b>Total claimable</b>	<b>\$56,739.16</b>	<b>\$40,814.72</b>	<b>\$35,506.16</b>	<b>\$14,271.97</b>

### Principal Member

	<b>Category 1:</b>	<b>Category 2:</b>	<b>Category 3:</b>	<b>Category 4:</b>
	Darwin	Alice Springs Palmerston	Katherine Litchfield Barkly Central Desert East Arnhem MacDonnell Roper Gulf Tiwi Islands Victoria Daly West Arnhem West Daly	Belyuen Coomalie Wagait
Base Allowance	\$121,874.05	\$85,312.54	\$73,125.37	\$24,375.52
Electoral Allowance	\$32,077.45	\$22,454.45	\$19,247.18	\$6,415.73
Professional Development Allowance	\$3,653.68	\$3,653.68	\$3,653.68	\$3,653.68
<b>Total claimable</b>	<b>\$157,605.18</b>	<b>\$111,420.67</b>	<b>\$96,026.23</b>	<b>\$34,444.93</b>

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## **Allowances for Council Members**

### **(1) Background**

Section 71(1) of the Local Government Act provides that, “a member of council is entitled to be paid an allowance by the council.” Section 71(2) qualifies this by providing that, “The allowance is to be paid at a rate fixed by council (subject to guidelines issued by the Minister) for the relevant financial year.”

### **(2) Definitions and Abbreviations**

#### **Approval**

Means approval of the council or the CEO according to council policy.

#### **Acting Principal Member**

Refers to a person appointed pursuant to section 43(2)(b), section 43(2)(c), or section 43(3) of the Local Government Act.

#### **Base Allowance**

The base allowance covers those activities required of a council member in the performance of his or her role as an elected representative. Without limiting the generality of the preceding sentence, the base allowance covers:

- (a) agenda study and meeting preparation; (b) attendance at regular council meetings;
- (c) attendance at social functions as a council representative; (d) constituency responsibilities; and
- (e) council representation outside the municipality/shire area, including delegations interstate and overseas, unless such representation has extra meeting approval.

#### **Electoral Allowance**

An allowance provided to assist council members with electoral matters. It may be used at the discretion of individual council members.

#### **Extra Meeting Allowance**

- (1) A council must not pay extra meeting allowance unless the council has a policy which determines which meetings will attract the allowance.
- (2) For a principal member, deputy principal member and acting principal member, this allowance is not paid separately. It is provided for and included in the base allowance.
- (3) For other council members this allowance is paid only in accordance with council policy and after an approved claim is made.

- (4) The extra meeting allowance must not be paid for those meetings specified as covered by the base allowance.
- (5) The extra meeting allowance is capped for each financial year (see tables at clause 8).

**Ordinary council member**

A council member other than the principal member, deputy principal member or, during the relevant period, an acting principal member.

**Professional development allowance**

An allowance payable to council members to attend appropriate and relevant conferences or training courses which sustain a member's professional competence by keeping the member informed of, and able to comply with, development in professional standards applicable to their role as a council member. Any such course or conference must have approval and be consistent with council policy in order to attract this allowance.

**(3) Category of Council**

- (a) Council member allowances will apply differently according to the category of the council.
- (b) Councils must apply to the Minister in order to move between categories.

**(4) Categories**

**(a) Category 1**

City of Darwin

**(b) Category 2**

City of Palmerston  
Alice Springs Town Council

**(c) Category 3**

East Arnhem Regional Council  
Barkly Regional Council  
Katherine Town Council  
Litchfield Council  
MacDonnell Regional Council  
Roper Gulf Regional Council  
Tiwi Islands Regional Council  
Victoria Daly Regional Council  
West Arnhem Regional Council  
West Daly Regional Council

**(d) Category 4**

Belyuen Community Government Council  
Coomalie Community Government Council  
Wagait Shire Council

## **(5) Maximum Rates of Allowance**

The amounts listed in the tables (see clause 8) are the maximum payable to council members depending on the resolution of council pursuant to section 71(3) of the Local Government Act. Councils may resolve an amount lesser than the maximum.

NOTE - Section 128(2) of the Local Government Act provides that once allowances for the members of the council for a particular financial year have been set, they cannot be changed by amendment.

The maximum amounts in the tables are to be indexed at 1 July each year by applying the December quarter Darwin consumer price index percentage amount of the previous year as published by Northern Territory Treasury.

## **(6) Rules Regarding Allowances**

### **(a) Base Allowance Claims**

The base allowance is automatically paid to council members each month or at such frequency as resolved by council, in arrears.

### **(b) Electoral Allowance Claims**

The electoral allowance is automatically paid to council members each month or at such frequency as resolved by council, in arrears.

### **(c) Acting Principal Member Claims**

- (i) When the deputy principal member carries out the functions of the principal member as outlined in section 43(2)(b) and section 43(2)(c) of the Local Government Act, the deputy principal member is entitled to be paid an allowance as the acting principal member.
- (ii) If some other council member is acting as the principal member in accordance with section 43(3) of the Local Government Act, the member is entitled to be paid an allowance as the acting principal member.
- (iii) The acting principal member is entitled to be paid the daily rate, as outlined in the table of allowances. While a council member is acting principal member, the extra meeting and base allowances are suspended. In the case of base allowance, this is on a pro rata basis. The member is still entitled to their usual electoral allowance. The daily rate includes Saturdays, Sundays and public holidays.
- (iv) The maximum number of days (including Saturdays, Sundays and public holidays) that a council member may be paid as the acting principal member is an aggregate of 90 days in a financial year. A member may continue to hold the position for a longer period if council so resolves, however, the allowance reverts to the usual rate for that member.

**(d) Extra Meeting Allowance Claims**

- (i) Council members may only claim an extra meeting allowance for meetings referred to in the council policy.
- (ii) An extra meeting allowance may be claimed for up to a maximum of two meetings per day.
- (iii) Council members must not claim for an extra meeting more than once for the same meeting.
- (iv) When a council member is required to travel in order to attend an approved extra meeting, the council member may claim an extra meeting allowance for each full day of travel, unless that travel falls on the same day on which the meeting is held. In this context, a full day of travelling means at least four hours of travelling, which may include time in transit.
- (v) Claims must be made using the forms approved by council.
- (vi) Forms must include the date on which the meeting was held and indicate the period of time the member was present at the meeting.
- (vii) The member must have attended at least 75 per cent of the duration of the meeting to claim an extra meeting allowance.
- (viii) Claims for extra meeting allowance must be made by the second working day in the month following the meeting for which the claim is made, or as resolved by council. Payment of extra meeting allowance is monthly or as resolved by council.
- (ix) Claims for extra meeting allowance not made in accordance with (viii) will be regarded as a late claim and paid with the next monthly payment. However, if the claim is not made within three months of the meeting for which the extra meeting allowance is claimed, the right to an extra meeting allowance for that meeting is forfeited.
- (x) Claims forms must be submitted by the approved method.

**(e) Professional Development Allowance Claims**

- (i) The allowance is available to all council members.
- (ii) The professional development allowance may be claimed multiple times each year, but the total value of those claims must not exceed the maximum specified in the table (see clause 8).
- (iii) The professional development allowance is to be used to cover the cost of travel to the course or conference, course or



conference fees, meals and accommodation for the duration of the course or conference.

- (iv) Claims must be made using the forms approved by council.
- (v) Only approved courses/conferences consistent with council policy attract professional development allowance.

**(7) Payment of Allowances**

Payment shall be lodged with the council's bank for transfer to council members by no later than the fifth working day in each month, or as resolved by council.

Council members may choose to have some, or all, of their allowance paid into a superannuation fund according to council policy.

NOTE – Section 71(5) of the Local Government Act provides that allowances are not to be paid in advance.

## (8) Maximum Council Member Allowances

Amounts as at 1 January 2010

Note 1: All amounts in the table are to be increased on the 1<sup>st</sup> of July each year by the December quarter Darwin CPI figure from the preceding year.

Note 2: A council must resolve allowances for the financial year when it adopts the budget for the financial year (section 71(3)). A council must adopt its budget on or before 31 July (section 128(1)). The amounts in these tables indicate the maximum level at which allowances may be set. Councils can resolve to pay less than the maximums. A council needs to consider allowances in the overall context of its budget. Once a council has resolved the level of allowances for a financial year they cannot be changed by amendment (section 128(2)).

### Ordinary Council Members

Council Members other than Principal Member and the Deputy Principal Member	Category 1:	Category 2:	Category 3:	Category 4:
	Darwin	Palmerston and Alice Springs	Litchfield Katherine, East Arnhem Barkly, Roper Gulf, MacDonnell, West Arnhem, Victoria Daly, Central Desert, Tiwi Islands, West Daly <sup>1</sup>	Belyuen, Coomalie, Wagait
Base Allowance	\$19,074.23*	\$13,352.68*	\$11,445.15*	\$3,815.05*
Electoral Allowance	\$6,979.23*	\$4,886.18*	\$4,188.15*	\$1,396.05*
Professional Development Allowance	\$3,179.55*	\$3,179.55*	\$3,179.55*	\$3,179.55*
Max extra meeting allowance	\$12,716.15*	\$8,902.13*	\$7,630.10*	\$2,544.05*
Total Claimable	\$41,949.15*	\$30,320.53*	\$26,442.95*	\$10,934.70*

### Acting Principal Member

	Category 1:	Category 2:	Category 3:	Category 4:
	Darwin	Palmerston and Alice Springs	Litchfield Katherine, East Arnhem Barkly, Roper Gulf, MacDonnell, West Arnhem, Victoria Daly, Central Desert, Tiwi Islands, West Daly	Belyuen, Coomalie, Wagait
Daily Rate	\$366.95*	\$258.30*	\$221.40*	\$73.80*
Maximum claimable (90 days)	\$33,117.75*	\$23,182.43*	\$19,870.65*	\$6,623.55*

<sup>1</sup> Note these guidelines amended on 1 July 2014 to provide for new West Daly Council which commenced 1 July 2014. These guidelines apply to West Daly council from that date to provide the same maximums as other category 3 councils.

### Deputy Principal Member

	Category 1:	Category 2:	Category 3:	Category 4:
	Darwin	Palmerston and Alice Springs	Litchfield Katherine, East Arnhem Barkly, Roper Gulf, MacDonnell, West Arnhem, Victoria-Daly, Central Desert, Tiwi Islands, West Daly <sup>2</sup>	Belyuen, Coomalie, Wagait
Base Allowance	\$39,217.50*	\$27,452.58*	\$23,530.93*	\$7,844.33*
Electoral Allowance	\$6,979.23*	\$4,886.18*	\$4,188.15*	\$1,396.05*
Professional Development Allowance	\$3,179.55*	\$3,179.55*	\$3,179.55*	\$3,179.55*
Total claimable	\$49,376.30*	\$35,518.30*	\$30,898.63*	\$12,419.93*

### Principal Member

	Category 1:	Category 2:	Category 3:	Category 4:
	Darwin	Palmerston and Alice Springs	Litchfield Katherine, East Arnhem Barkly, Roper Gulf, MacDonnell, West Arnhem, Victoria-Daly, Central Desert, Tiwi Islands, West Daly	Belyuen, Coomalie, Wagait
Base Allowance	\$106,058.80*	\$74,241.78*	\$63,636.10*	\$21,212.38*
Electoral Allowance	\$27,914.85*	\$19,540.60*	\$16,749.53*	\$5,583.18*
Professional Development Allowance	\$3,179.55*	\$3,179.55*	\$3,179.55*	\$3,179.55*
Total claimable	\$137,153.20*	\$96,961.93*	\$83,565.18*	\$29,975.10*

<sup>2</sup> Note these guidelines amended on 1 July 2014 to provide for new West Daly Council which commenced 1 July 2014. These guidelines apply to West Daly council from that date to provide the same maximums as other category 3 councils.



Northern  
Territory  
Government

DEPARTMENT OF LOCAL GOVERNMENT AND COMMUNITY SERVICES

# Council Member Allowances

## General Instruction No. 2

Issued on behalf of the Department of Local Government and Community Services by

Mike Chiodo

Chief Executive

Signed

A handwritten signature in black ink, appearing to read "M. Chiodo".

Date 24 / 2 / 15

This is a general instruction pursuant to Regulation 7 of the *Local Government (Accounting) Regulations*. Failure of a council to comply with a general instruction is an offence of strict liability with a maximum penalty of 50 penalty units.

## Purpose of Direction

The purpose of this direction is to clarify certain issues concerning the setting of levels of council member allowances.

## Legislation

Section 71 of the *Local Government Act* (the Act), in conjunction with Guideline 2, provides for the setting of council member allowances. Guideline 2 sets specific rules about the level of allowances and provides for maximum amounts.

Allowances are set as part of developing the budget each financial year. Different allowance levels apply in a tiered structure to the principal member, the deputy principal member and other members of a council. Guideline 8 specifically sets the allowances in respect of local authorities.

The effect of section 128 of the Act provides is that a council may not increase the allowances for members after the budget is set.

## Direction

When councils are setting allowances for council members, differential levels of allowance may not be set within the same category. Further, the tier structure of categories must remain similar to that prescribed in the guidelines. The tier structure begins at ordinary members, then steps up to deputy principal member, then the principal member.

## Explanation

For the purposes of this Direction, the categories are:

- a. Ordinary member
- b. Deputy principal member
- c. Principal member

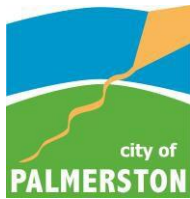
A member of any category must be paid at the same level as any other member in that category. This means that all council members, apart from the deputy and principal members, are entitled to be paid the same amount. Differentiation within a category is not permitted.

While councils may decrease allowances through the year, they may not increase them. This provision allows councils facing financial hardship to decrease their allowances as an austerity measure. If this occurs, the decrease must occur for each category as a whole. Individual council members in the same category may not be singled out for differential allowances.

Further, the tiered relationship between the categories must remain substantially the same as set in the current maximum allowance guidelines. This means that the Deputy Principal member must always be paid proportionately more than the ordinary members, in a similar way to the existing guidelines. Similarly, the Principal member must always be paid proportionately more than the Deputy Principal member, in a similar way to the guidelines.

## Individual sacrifice of allowance

Nothing in the above prevents a council from having an arrangement for council members to donate their allowances, or part of their allowances, back to the council or to some other cause. Donation must be a voluntary decision of any council member and may not be imposed.



Name:	Elected Members Benefits and Support Policy		
Type:	Council Policy		
Owner:	Chief Executive Officer		
Responsible Officer:	Chief Executive Officer		
Approval Date:	20/10/2015	Next Review Date:	20/10/2017

## 1 Purpose

The City of Palmerston is committed to ensuring Elected Members are provided with the support necessary for them to effectively carry out their roles in Council. This policy covers allowances, benefits, and support to be provided to Elected Members.

## 2 Principles

Policies of the City of Palmerston are guided by principles of sustainability, good governance, advocacy, regulation and service provision. More guidance is provided in Council and Administrative policies, procedures and guidelines, the Municipal Plan, Asset Management Plans and other relevant documents.

## 3 Definitions

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

Term	Definition
Allowances	Allowances provided in compensation to Elected Members in consideration of the time and effort spent in their roles on Council.
Elected Member	Individuals elected to Council. For the purposes of this policy, Elected member refers to Mayor, Deputy Mayor and Aldermen

## 4 Policy Statement

### 4.1 Elected Member Allowances

- 4.1.1 A Base Allowance is paid to Elected Members to cover their time spent in the following activities: agenda study and meeting preparation, attendance at regular Council meetings, attendance at social functions as Council representatives, constituency responsibilities, and Council representation outside of the municipality, including delegations interstate and overseas;
- 4.1.2 An Electoral Allowance is paid to assist members with electoral matters at the discretion of the individual Member;
- 4.1.3 A Professional Development Allowance is paid to members to attend appropriate and relevant conferences or training courses which sustain the professional competence of members. Prior approval from the CEO is required to access this allowance.
- 4.1.4 Extra Meeting allowance
  - 4.1.4.1 For a principal member, deputy principal member and acting principal member, this allowance is not paid separately. It is provided for and included in the base allowance.
  - 4.1.4.2 For other council members this allowance is paid only after an approved claim has been made.

4.1.4.3 In accordance with Section 2 (1) of the Local Government Act 2008 Ministerial Guideline No. 2, the City of Palmerston has determined only the following meetings will attract the allowance:-

- i. Council Committee Meetings;
- ii. Special Meetings of Council;
- iii. Special Meetings of Council Committees;
- iv. Council Advisory / Reference Group Meetings;
- v. Council workshops or briefings;
- vi. Meetings of external agencies or organisations to which Council has formally appointed a council member to represent the Council or a member nominated through or with the Local Government Association of the Northern Territory as a representative;
- vii. Professional development courses / conferences that have approval and are in line with Council Policy.

4.1.5 Allowances are set annually by Council as part of budget deliberations.

4.1.6 Allowances (apart from Professional Development Allowance) are to be paid from 1 July each year on a monthly basis in arrears by electronic funds transfer to their nominated account.

4.1.7 Where an Elected Member is acting as Mayor in the absence of the Mayor for a period of less than 14 days, no compensation will be paid. Where the period is 14 days or longer, the acting Mayor will be paid 100% of the Mayoral Base and Electoral Allowance for that period.

## 4.2 Elected Member Benefits

4.2.1 In order to ensure Elected Members are able to have ready access to technology enabling them to perform their roles as efficiently as possible, they are provided with:

- an iPad, internet access, and an iPad capable printer for home use, a single set of toner cartridges and a single ream of paper. All subsequent toner and paper is at the Member's expense
- A City of Palmerston email address for official use in their role as Elected Member, together with calendar facility. An Elected Member's calendar shall be available to other Elected Members and staff in order to facilitate the smooth running of Council operations, and as a record of their activities
- An Elected Members Portal with dedicated access to Council business papers

4.2.2 All ICT equipment remains the property of the City of Palmerston. Elected Members have full private use. Support provided by Council will be on a "return to Council" basis, with Council IT support staff not being responsible to attend private residences.

4.2.3 Elected Members shall be provisioned with business cards and name badges for their use.

4.2.4 Council will provide postage for official correspondence through its internal mail services. Bulk mailing will not be provided.

4.2.5 Use of Council's photocopying facilities for official business is available for Elected Members through the Mayor's Executive Assistant. Circulars, publications or election material are specifically excluded from this benefit.

4.2.6 Elected Members will be reimbursed for attendance at all Council endorsed meetings to a maximum of \$85 to cover child care costs associated with their participation. Reimbursement is subject to receipts being provided and are on a per Member rather than per child basis.

4.2.7 For any Elected Member with a disability, Council may resolve to provide reasonable additional facilities and expenses in order to allow that Member to perform their civic duties.

4.2.8 Elected members shall not use Council facilities, resources (including staff) for personal reasons including furtherance of their political career.

#### 4.2.9 Miscellaneous

- A framed Certificate of Service will be presented in Council meeting for Elected Members achieving 10 years of service, with subsequent certificates presented at five yearly intervals
- A history of members elected to office will be appropriately recorded photographically under direction of the CEO.

#### 4.2.10 Mayoral Benefits

In addition to the benefits above, the Mayor is entitled to the following additional benefits to assist them in their civic duties:

- Provision and maintenance of Mayoral Robes and Chain of Office
- Mobile Phone
- An office and administrative and secretarial assistance for official use
- Provision and use of official Mayoral stationary
- Reimbursement for costs associated with attendance and participation at official functions where Council is represented
- Fully maintained Council vehicle for private and official use

### 4.3 Elected Member Travel

4.3.1 Elected Members wishing to attend a conference, workshop, seminar or relevant training session incurring travel costs at Council's expense shall apply to the CEO for approval.

4.3.2 Air travel is to be by the most reasonably economic means available, and shall not include business or first class.

4.3.3 Accommodation, meals and associated travel costs are to be covered by prior approval of the CEO.

4.3.4 Council will pay in advance any registration fees, accommodation deposits and airline tickets for approved Elected Member travel. Where this is not possible, a reimbursement equivalent to the fees or expenses will be paid subject to the provision of receipts.

4.3.5 Elected Members may be accompanied by a spouse or partner subject to Council not incurring any additional expense.

### 4.4 Insurance

4.4.1 Elected members will receive the benefit of insurance cover to the limit specified in Council's insurance policies for the following:

- Personal Injury whilst on Council business, providing specified benefits for lost income and other expenses arising from permanent disablement, temporary total disability and temporary partial disability. The cover does not include medical expenses. Full details are available from the Director of Corporate and Community Services.
- Professional Indemnity and Public Liability
- Use of private motor vehicle whilst on Council business

### 4.5 Legal Assistance

4.5.1 Legal assistance shall be provided to Elected Members in the event of an enquiry, investigation or hearing into the conduct of an Elected Member by

- The office of the Ombudsman
- Department of Local Government, Housing and Sport
- The Police
- The Director of Public Prosecutions

4.5.2 Legal assistance will be provided to Elected Members in respect of legal proceedings being taken by or against an Elected Member, arising out of or in connection with the Elected Member's performance of his or her civic duties or exercise of his or her functions as an Elected Member.



- 4.5.3 Council shall reimburse such Elected Member, after the conclusion of the enquiry, investigation, hearing or proceeding, for all legal expenses properly and reasonably incurred, given the nature of the enquiry, investigation, hearing or proceeding, on a solicitor/client basis.
- 4.5.4 All legal assistance will be provided subject to the following conditions:
- 4.5.4.1 The amount of such reimbursement shall be reduced by the amount of any moneys that may be or are recouped by the Elected Member on any basis;
- 4.5.4.2 The enquiry, investigation, hearing or proceeding results in a finding substantially in favour of the Elected Member;
- 4.5.4.3 The amount of such reimbursement is limited to the equivalent of the fees being charged by Council's solicitors.
- 4.5.5 Legal Advice
- Legal advice shall be made available on Conflict of Interest provisions subject to the following procedure:
- 4.5.5.1 On receipt of a written enquiry received in good time before the relevant meeting seeking an interpretation of the Conflict of Interest provisions, the CEO is authorised to seek legal opinion from Council's solicitors as to the nature and extent of interest and the application of the legislative provisions;
- 4.5.5.2 Legal advice provided to one Elected Member under this provision is to be made available to all Members;
- 4.5.5.3 The Elected Member initiating the enquiry agrees to be bound by the contents thereof.
- 4.6 Gifts and Benefits Received by Elected Members
- 4.6.1 Where gifts and benefits are not provided for under this policy are offered to Elected Members in the course of their roles which are above the value of \$50, Elected Members will immediately inform in writing the Chief Executive Officer with regards to the following:
- The nature of the gift or benefit, i.e. concert tickets, bottle of wine, dinner;
  - The value of the gift or benefit;
  - How the Elected Member proposes to treat the gift or benefit, i.e. accept and keep, reject.
- 4.6.2 The Chief Executive Officer will maintain a register of Elected Members Gifts and Benefits identifying all gifts and benefits offered to Elected Members.

## 5 Associated Documents

- City of Palmerston *Professional Development for Elected Members Policy*
- City of Palmerston *Elected Members Policy*
- City of Palmerston *Code of Conduct for Elected Members*

## 6 References and Related Legislation

- [Local Government Act](#)
- [Local Government \(Accounting\) Regulations](#)
- [Local Government \(Administration\) Regulations](#)
- [Local Government \(Electoral\) Regulations](#)

Guidelines made by the Minister pursuant to s258 of the Local Government Act:

- [Guideline 1: Employees Disqualified from Council Membership](#)
- [Guideline 2: Allowances for Council Members](#)
- [Guideline 3: Appointing a CEO](#)
- [Guideline 4: Investments](#)
- [Guideline 5: Borrowings](#)
- [Guideline 6: Conditionally Rateable Land](#)
- [Guideline 7: Disposal of Property](#)

<b>ITEM NUMBER:</b>	13.1.2	Request from Power Water Authority to Remove 2 Trees – 44 and 46 McInnis Circuit Driver
<b>FROM:</b>		Director of Technical Services
<b>REPORT NUMBER:</b>		8/1180
<b>MEETING DATE:</b>		6 June 2017

### Municipal Plan:

3. Environment & Infrastructure

3.1 Environment Sustainability

3.1 We are committed to actively protecting and enhancing the environmental assets and infrastructure of the City of Palmerston, while supporting local businesses and industry in sustainable land use

### Summary:

The Power Water Authority has contacted Council staff to request approval to remove 2 trees from the road reserve on the boundary of 44 and 46 McInnis Circuit Driver. The removal of the trees is to facilitate repairs to the underground electrical network of McInnis Circuit.

### RECOMMENDATION

1. THAT Council receives Report Number 8/1180.
2. THAT Council endorse/not endorse the removal of the trees.

### Background:

On the 2<sup>nd</sup> of May 2017, Power Water representatives contacted Council staff requesting a meeting on site at 44 McInnis Circuit Driver. During this meeting approval to remove two trees to allow them access to underground cables in the vicinity was requested. Power Water representatives explained the urgent nature of the repair to maintain electrical supplies to the area.

Council staff attending the site asked if the request could be made in writing with an explanation of why the trees needed to be removed to undertake the repairs. **Attachment A** is the requests from Power Water representatives in writing and **Attachment B** displays the extent of excavation Power Water believe is required to repair infrastructure.

### General:

The trees being requested for removal are an *Alstonia actinophylla* (Milkwood – **Attachment C**) and a *Melaleuca leucadendra* (Paperbark – **Attachment D**). Both species are endemic to the Top End, well suited to Palmerston's wet/dry climate. Both trees are judged to be mature specimens, with both exhibiting a good display of health and presentation and staff estimate their age to be in excess of 25 years.

Council staff have assessed the trees using Council's approved Tree Risk Assessment Method and calculate their risk of harm as 'Very Low'.

Council staff have valued the trees using the modified Burnley method and calculate the value of the trees as per **Attachment E**.

- 1 – Alstonia actinophylla - \$11,775.00
- 2 – Melaleuca leucadendra - \$7,693.00

Council's Tree Removal Policy is:

#### **TREE REMOVAL AND REPLACEMENT PROGRAM**

##### **1. Removal Policy**

- a) *If a tree is dangerous or dead or leaning badly it is to be removed at Council cost;*
- b) *If a tree is causing asset damage it is to be removed at Council cost;*
- c) *If a tree is on an approved street program in future years but a resident wishes to have the tree removed earlier, then the resident pays the cost associated with advancing it on the program;*
- d) *5% of the street Landscape Hierarchy Upgrade Program funding is to be set aside for these ad hoc requirements annually;*
- e) *If a tree is not causing damage/safety hazard then the tree is not to be removed.*

##### **2. Replacement Program**

*THAT the Tree Replacement Program continue.*

When considering the subject trees, the following points have been made according to the policy criteria:

- a) The trees are not dangerous, dead or leaning.
- b) No evidence has been provided by Power Water of how the tree is causing damage.
- c) The tree(s) are not on an approved street program.
- d) Landscape Hierarchy Upgrade Program does not exist in budget
- e) The tree is not causing damage/safety hazard.

Power Water's request to approve the removal of trees has been responded to by Council staff that the removal of the trees does not comply with Council's policy and on that basis, the matter shall be referred to Council.

In summary, further phone discussions with Power Water and Council were a request by Council for an explanation as to how the trees were causing infrastructure damage. Power Water's response was that they think the tree roots are pushing against direct buried cables causing disconnection from contacts in the adjacent transformer. Power Water has not been able to provide evidence of this damage but believe their experience in other similar situations affords them the perspective that it is occurring in this situation. It is the opinion of PAWA (**Attachment F**) (with no other evidence beside historical "other" instance) that the trees are required to be removed due to;

- The existing tree root structure is damaging the inground cabling posing a risk of failure in their network.
- There is no other viable alternative to safely excavate the area in order to repair the fault without the removal of the trees.
- Leaving the trees will cause further damage to their assets (even when repair is completed).

Power Water acknowledged they have been aware of an issue at this location but needed to wait until dry season for the repairs, however, Council have not been notified until this late stage. Power Water stressed that they were trying to prevent power loss to the area that would result in a more expensive repair and if power was to be interrupted, trees would be removed under their 'emergency works' to re-establish power to the area.

**Financial Implications:**

The trees have been valued using the modified Burney Method (see Attachment E) that attributes a value to the community based on size and amenity, rather than a replacement value.

If trees are to be replaced in the immediate vicinity it is expected to cost approximately \$500 with replacement stock, planting and supplementary watering to establishment. Power Water has indicated that they may rehabilitate the area with trees once repairs are complete but have not committed to this.

**Legislation/Policy:**

Tree Removal Policy.

**Recommending Officer:** Mark Spangler, Director of Technical Services

Any queries on this report may be directed to Mark Spangler, Director of Technical Services on telephone (08) 8935 9958 or email [mark.spangler@palmerston.nt.gov.au](mailto:mark.spangler@palmerston.nt.gov.au)

**Author:** Mick Castelli, Open Space Team Leader

**Schedule of Attachments:**

Attachment A: Power Water request to remove trees (1)

Attachment B: Power Water request to remove trees (2)

Attachment C: Milkwood Image

Attachment D: Paperbark Image

Attachment E: Revised Burney Tree Valuation Method calculations

Attachment F: Correspondence received by Power Water dated 18 & 17 May 2017.



**From:** [Troy Hill](#)  
**To:** [Michael Castelli](#)  
**Subject:** RQ118580 - 44 McInnes Circuit Driver - tree removal  
**Date:** Thursday, 11 May 2017 8:45:14 AM  
**Attachments:** [image001.jpg](#)

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Hi Mick,

As discussed further with requested tree removal, please see below correspondence.

Kind Regards  
Troy

**Troy Hill | Open Space Contract Supervisor | City of Palmerston**

PO Box 1, Palmerston NT 0831 Australia | [www.palmerston.nt.gov.au](http://www.palmerston.nt.gov.au)  
P 08 8935 9950 | F 08 8935 9900 | Troy Hill

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**From:** Caffery, Sean [mailto:Sean.Caffery@powerwater.com.au]  
**Sent:** Thursday, 11 May 2017 8:33 AM  
**To:** Troy Hill <Troy.Hill@palmerston.nt.gov.au>  
**Subject:** 44 Mcinnis tree removal

Hi Troy,

As discussed the cable within the substation is discharging between phases which is prior indication of future failure and needs to be fixed ASAP or cable failure will result in power loss and emergency works in order to fix and restore power.

The only fix is to remove 5m-10m of the existing cable removing the section of cable where the insulation is failing and joint new plastic cable extending it into the substation.

If you require further information please don't hesitate to get in touch with me.

Kind Regards

**Sean Caffery**

Cable Joiner

Power Networks

PO Box 37471, Winnellie NT 0821

Mob: 0427 114 147

Fax: (08) 8924 5121

Email: [sean.caffery@powerwater.com.au](mailto:sean.caffery@powerwater.com.au)

Web: [www.powerwater.com.au](http://www.powerwater.com.au)

P Please consider the environment before printing this email.

**Natasha Clifton**

---

**Subject:** D326086 - Tree Removal - 44 McInnes Circuit driver

**From:** Caffery, Sean [mailto:Sean.Caffery@powerwater.com.au]

**Sent:** Monday, 8 May 2017 10:53 AM

**To:** City of Palmerston <COP@palmerston.nt.gov.au>

**Cc:** Cowan, Dylan <Dylan.Cowan@powerwater.com.au>

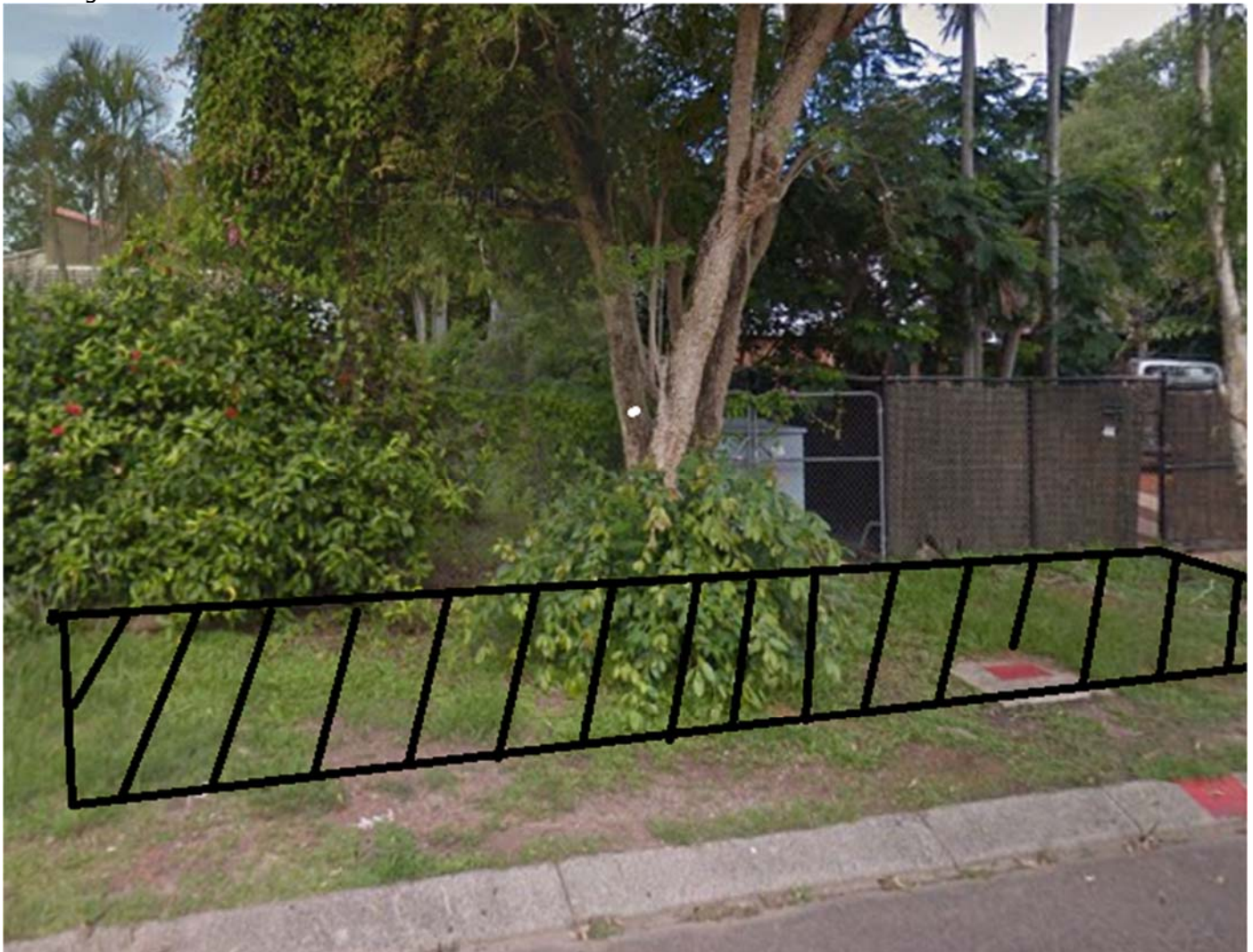
**Subject:** Tree Removal - 44 McInnes Circuit driver

Good morning,

PWC required two trees to be removed on McInnes circuit, we meet Troy hill onsite to discuss the works last week attached is a picture that indicates the excavations required for the repairs. The cables are currently directly under the two trees, locations have been done and due to other underground asserts in the area it is already a challenging excavation. We looked at ways of keeping the trees but feel that the root mass is likely to follow the pit.

Please see attached drawing.

Kind Regards



**Sean Caffery**

Cable Jinter

Power Networks

PO Box 37471, Winnellie NT 0821

Mob: 0427 114 147

Fax: (08) 8924 5121

Email: [sean.caffery@powerwater.com.au](mailto:sean.caffery@powerwater.com.au)  
Web: [www.powerwater.com.au](http://www.powerwater.com.au)

P Please consider the environment before printing this email.







Location:	44 McInnis Circuit Driver	Date:		Assessor:	Troy Hill
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Tree #	Species	Trunk Diameter above root buttress (m)	DBH (m)	Radius (m) measured	Height (m) estimated	Tree Volume (m³)	Modifier (V)	Base Value (\$)	E	FV	L	Radius of TPZ (m) - NB Min 2m	Radius of SRZ (m)	Value (\$)
1	Alstonia actinophylla		0.8	5.0	15.0	392.50	1	50	1	0.75	0.8	9.6	0.00	\$11,775.00
2	Melalueca leucadendra		0.8	5.0	15.0	392.50	1	50	0.7	0.7	0.8	9.6	0.00	\$7,693.00

TABLE 1 VOLUME MODIFIER (V) TO BE USED FOR A GIVEN VOLUME OF TREE

Volume (M)³	Volume Modifier Value of Tree (V)
0 - 99	1
100 - 249	0.9
250 - 499	0.8
500 - 749	0.7
750 - 999	0.6
1000 - 1499	0.5
1500 - 1999	0.4
2000 - 2999	0.3
3000 - 3999	0.2
>4000	0.1

TABLE 2: VALUES FOR THE LIFE EXPECTANCY (E) MODIFIER

USEFUL LIFE EXPECTANCY RANGES	MODIFIER VALUE
50 Years	1
40 - 49 years	0.9
30 - 39 years	0.8
20 - 29 years	0.7
10 - 19 years	0.6
<10 years	0.5

TABLE 3: VALUES AND DESCRIPTORS FOR THE FORM AND VIGOUR MODIFIER

FORM AND VIGOUR DESCRIPTORS	MODIFIERS (FV)
Perfect form and excellent vigour	1
Slight imperfections in form	0.90
Slightly reduced vigour	0.90
Slight imperfections and slightly reduced vigour	0.80
Good form with good vigour	0.75
Good form with average vigour	0.70
Good vigour with average form	0.70
Good form with poor vigour	0.65
Good vigour with poor form	0.65
Bifurcation of trunk and excellent vigour	0.60
Bifurcation of trunk and good vigour	0.55
Bifurcation of trunk and average vigour	0.50
Bifurcation of trunk and poor vigour	0.40
Poor form with average vigour	0.30
Poor vigour with average form	0.30
Poor form and poor vigour	0.20
Excessive deadwood, cavities and poor form	0.10
Dead	0.00

TABLE 4: VALUES AND DESCRIPTORS FOR THE LOCATION (L) MODIFIER

LOCATION DESCRIPTORS	MODIFIERS (L)
Perfect suitability	1
Could be better located but no problems	0.9
Minor problems, eg lifting paving	0.8
Species unsuited or causes problems	0.7
Species unsuited and causes problems	0.6
Species unsuited and causes major problems	0.5
Species unsuitable	0.4

Vitality	The overall health of the tree. Canopy density, leaf colour, dieback, and the presence of epicormic shoots or signs of disease are some defining factors. Tree vitality is described using the following three categories
Good	Tree is in good vigour with full leaf coverage of the canopy. Any deadwood present is minor and a normal feature of the species
Fair	Tree is generally vigorous, but shows signs of stress or decline. Moderate levels of deadwood may be present, and leaf coverage may be thinner than is normal for the species
Poor	Tree shows signs of advanced stress or decline, such as sparse canopy with twig and branch dieback. Significant deadwood may be present

Tree Valuation Formula

Value (\$) = Tree Volume x Base Value x (E) x (V) x (FV) x (L)

Tree Volume =  $\pi r^2(h/3)$  - Area of a cone.

Base Value = obtaining the retail price from appropriate nurseries for purchasing a specimen with a volume greater than 1m³.

The base value calculation was expressed as \$/M3 - the base value has been averaged at \$50.

E = Useful Life Expectancy

FV = Form and Vigour

L = Location

**From:** Sanders, Steve [mailto:Steve.Sanders@powerwater.com.au]  
**Sent:** Thursday, May 18, 2017 1:56 PM  
**To:** Michael Castelli  
**Cc:** Cornall, Lester; Eassie, Stuart  
**Subject:** RE: 44-46 McInnis Circuit Driver

Hi Michael,

Have attached answers to your questions below in Maroon. Also pictures of recent works of this nature



Note: size and mass of tree roots at this depth

Cheers  
**Steve Sanders**  
Field Services – Networks Operations Coordinator  
Ext: 64634  
Mobile: 0438989957

**From:** Michael Castelli [mailto:Michael.Castelli@palmerston.nt.gov.au]  
**Sent:** Thursday, 18 May 2017 8:41 AM  
**To:** Sanders, Steve  
**Subject:** RE: 44-46 McInnis Circuit Driver

Steve,

A few more questions come to light.

How do you think the tree roots affecting the cable joint? - There is no joint there at this stage it is a single cable direct buried but once the cable is cut and jointed by trifurcating into three separate legs as part of a re-termination process at the substation, this cannot be achieved in conduit.

I don't believe tree roots would be existing at the depth the direct buried cables are at - history has shown that tree roots are at those depths around cables due to the install methods used with open trenching, soft fill easy growing and we have had many examples of this. We have found also the cable depths also vary greatly from standards during the install process.

If they are wrapped around the cables as suggested, how are the tree roots moving the cable to the point of disruption to supply? - indirectly through the distortion of the roots adding to pressure on the cable, the ground movement wet season to dry overtime this creates mechanical pressure on the high voltage terminations leading to eventual failure.

Tree root expansion occurs at the extremity of the root zone and is microscopic in size to facilitate water uptake. - we have found major roots and mass around cables. Please see above attached pictures

Under boring – why couldn't conduits be installed by an under bore and cables pulled through? - the area as shown has multiple services and joints cannot be done in conduit general installation practices even with conduit means open cabling directly in front of substations/infrastructure specifically for this purpose.

If the trees are approved to be removed (by Council at a meeting on 6<sup>th</sup> June), what commitment is there to replace trees in the area and maintain until establishment (December 2017 or regular wet season rains)? - Generally PWC would re-instate the area but would prefer that if trees were to be replaced more consideration be given to a better location than directly over or near major services(substation access and water hydrant) and to the types of trees planted. Maintenance once replanted would normally fall to council. I understand during initial design and implementation of the suburb of Driver at the time these types of considerations or issues would not have been thought off.

In summary, if there is no quantifiable evidence that the trees are the cause of the disruption to the electrical supply - historical evidence has shown that pressure on termination has led to Catastrophic failure of switchgear, upon examination of these failures it has been found that ground movement through either root pressure or subsidence and older install practices(direct buried paper lead 3 phase cables) have been a common thread. PWC has detected high levels of dis-charge from this switchgear which is a very good indication of this type of issue.

Council Officers are unable to approve their removal as it not within policy guidelines.

To approve the removal of trees, Council must be satisfied there is no other viable alternative for access to Power Water infrastructure. - There is no other viable alternative, if this fails then PWC would be required to remove the trees to carry out emergency repairs as most of the mass of the tree root balls is over directly buried cables and needs to be removed these trees would create a danger to staff as they would become very unstable during the works, in any case they would never recover fully once works was done.

Thanks

Mick

**From:** Sanders, Steve [mailto:Steve.Sanders@powerwater.com.au]  
**Sent:** Wednesday, May 17, 2017 9:04 AM  
**To:** Michael Castelli  
**Subject:** RE: 44-46 McInnis Circuit Driver

Thanks for the reply Michael,  
Generally we do always use hydro Vacuum excavating around our cables the problem is that the root system and the size of the trench that is required for the cable jointing and safe access (with shoring and batter to prevent collapse).

This would severely damage the root mass as the cables are directly under the trees.

The High Voltage Cable joint pit is approximately 4mx 2m the trouble with this site the two cable in question head in different directions thus the larger area required.

I hope this assist.

Cheers  
**Steve Sanders**  
Field Services – Networks Operations Coordinator  
Ext: 64634  
Mobile: 0438989957

**From:** Michael Castelli [mailto:Michael.Castelli@palmerston.nt.gov.au]  
**Sent:** Wednesday, 17 May 2017 8:47 AM  
**To:** Sanders, Steve  
**Subject:** RE: 44-46 McInnis Circuit Driver

Thanks Steve.

I've provided this to the Director and wait for the response.

I expect I will be asked is there any opportunity to use a vacuum truck to excavate?

Can you let me know if it's possible or what the limitations would be.

**Mick Castelli | City of Palmerston**  
PO Box 1, Palmerston NT 0831 Australia | [www.palmerston.nt.gov.au](http://www.palmerston.nt.gov.au)  
P 08 8935 9953 | F 08 8935 9900 [michael.castelli@palmerston.nt.gov.au](mailto:michael.castelli@palmerston.nt.gov.au)  
**Palmerston – City of Opportunity**

Attachment F

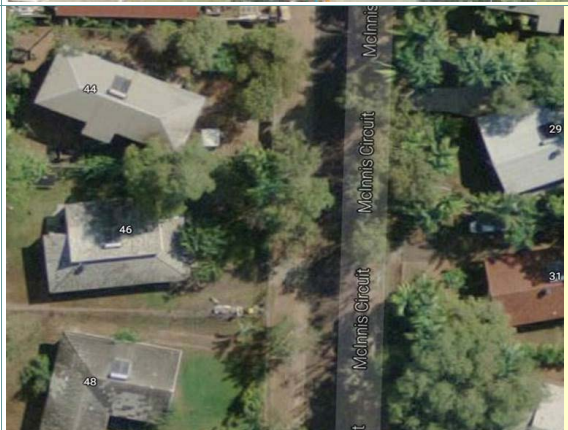
To: Michael Castelli  
 Cc: Caffery, Sean, Connell, Lester, Bouhioris, Dimitrios  
 Subject: 44-46 McInnis Circuit Driver

Hi Michael,  
 As discussed

Power and Water will need to remove the two trees as part of the repairs and maintenance required for substation 1407 McInnis Circuit Driver.



44-46 McInnis Cir



The tree removal is a last option. Power and Water would not be requesting approval if it was at all possible to complete the works without their removal.

The following is the case justification:

- Both High Voltage and Low Voltage Cables are direct Buried in this older area of Palmerston.
- Trees are directly sited over the High Voltage Cables that require replacement(verified by cable locations).
- The history of these types of site in older area where direct buried cables under large trees of this variety has shown that the cables are wrapped in tree roots.(due to easy growing provided by cable trench).
- This root ingress in the longer term leads to damage to outer sheaths of the High Voltage cables, distortion and ultimately to pressure on the terminations in the nearby substation that can cause catastrophic failure.
- This substation was identified during recent inspections as showing early warning signs of this failure mode.
- Catastrophic failure would lead to outages throughout the area due to the loss of the high voltage feeder and particularly long outage for the localised residence due to the substation failure.
- Catastrophic failure would also be a very costly exercise for Power and Water with a major replacement.
- The area as shown for works requires a large section of excavation which will also de-stabilise the trees and make work in the area hazardous for crews.
- This work would mean most of the tree root mass would be removed and thus ultimately the tree would be affected.
- The site as shown has multiple services with a 100mm water main and fire hydrant restricting access and the above does not include telecommunication infrastructure that we will have to work around.

Due to the critical nature of the work we wish to proceed with this as soon as possible as we have already delayed this project due to high rainfall this wet season.

Kind regards  
 Steve Sanders  
 Field Services – Networks Operations Coordinator  
 Ext: 64634  
 Mobile: 0438989957

<b>ITEM NUMBER:</b>	13.1.3	Development Application PA2017/0189 on Lot 9148 (6) Pierssene Road, Yarrawonga for a warehouse, showroom sales, plant nursery and ancillary restaurant (Proposed Bunnings)
<b>FROM:</b>		Director of Technical Services
<b>REPORT NUMBER:</b>	8/1181	
<b>MEETING DATE:</b>	6 June 2017	

---

**Municipal Plan:**

2. Economic Development

2.3 City Planning

2.3 We are committed to effective and responsible city planning which balances and meets both residential and commercial needs in our community

3. Environment & Infrastructure

3.2 Assets and Infrastructure

3.2 We are committed to maintaining and developing community assets and infrastructure which meet the needs of our community

**Summary:**

This report outlines issues to be considered by Council in regard to the development application lodged for a warehouse, showroom sales, plant nursery and ancillary restaurant (proposed Bunnings) on Lot 9148 (6) Pierssene Road, Yarrawonga.

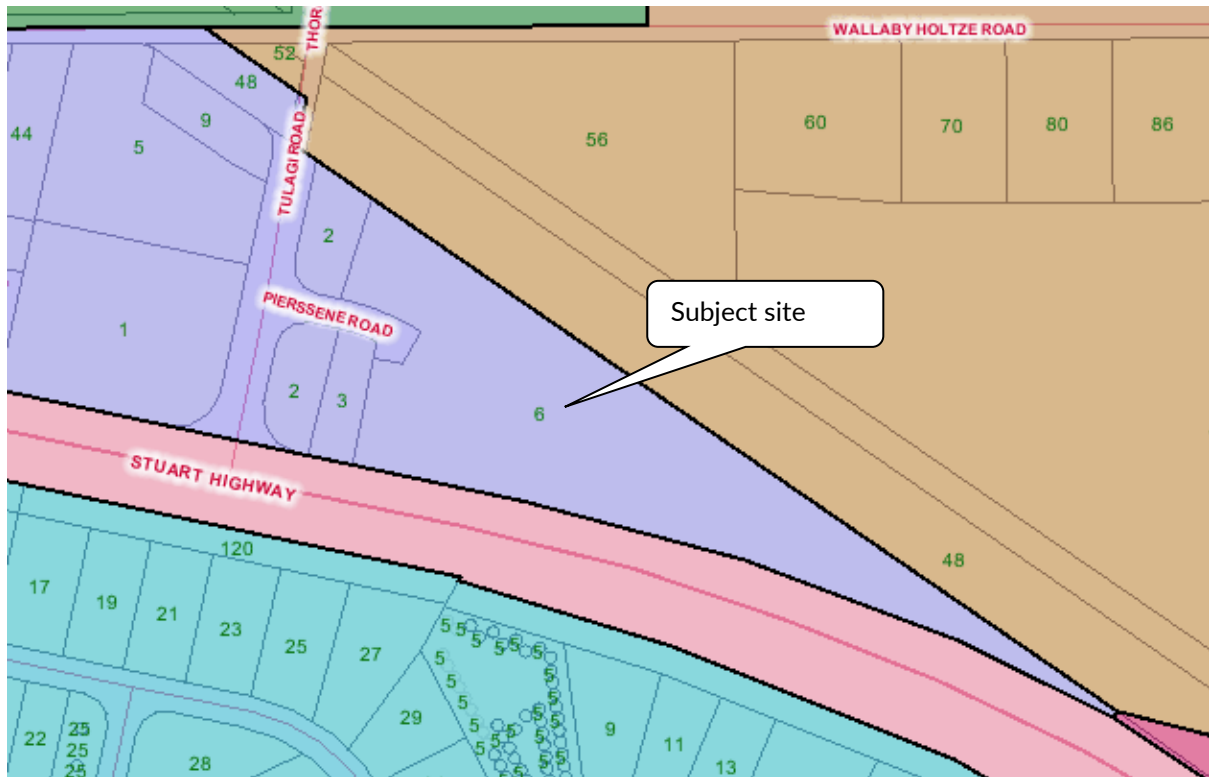
**Applicant:** Bunnings Pty Ltd

**RECOMMENDATION**

1. THAT Council receives Report Number 8/1181.
2. THAT Council endorses **Attachment A** to Report Number 8/1181.

## Background:

The lot is within Zone LI (Light Industry). The subject site is bounded by the Stuart Highway to the South, adjacent Zone LI to the west and Zone RL (Rural Living) to the North and East (Litchfield municipality).



Source: NT Atlas and Spatial Data Directory

## Proposed Development:

The application proposes the demolition of all existing buildings and structures and the establishment of a 'Bunnings Warehouse' together with associated café, car parking and landscaping.

Specifically, the development will have a total retail area of 20,451m<sup>2</sup>, divided between Stage 1 and Stage 2.

*Stage 1 encompasses the following:*

The building will have a total retail area of 17,170m<sup>2</sup> and will include the following elements:

- Main warehouse (9,098m<sup>2</sup>) and main entry (248m<sup>2</sup>);
- Mezzanine including café (301m<sup>2</sup>);
- Plant nursery area comprising an outdoor nursery (1,216m<sup>2</sup>), and a bagged goods canopy (1,851m<sup>2</sup>), located to the west of the main building;
- Timber trade sales area (3,161m<sup>2</sup>); and
- Building materials and landscape yard (1,596m<sup>2</sup>), located to the east of the proposed building.

*Stage 2 encompasses the following:*

- Bulk trade yard with a total retail area of 3,281m<sup>2</sup>.

### *Proposed Build Form:*

The majority of the development (with the exception of the bulk trade yard) is proposed to be two storeys in height, with undercroft car parking, also comprising entry and display areas, and retail located at Level 1. The majority of the main building will have a maximum height of 13.5 metres above finished ground level, with the exception of the main entry component, the ridge of which will reach 15 metres in height.

The proposed bagged goods canopy and outdoor nursery, located closest to the Pierssene Road entry, will be lower than the main building and of a proposed height ranging between 8.50 and 9.05 metres, in order to minimise the visual bulk of the proposed development. The proposed bulk trade yard is proposed to be fully enclosed, with panels of a height of 8.5 metres. Shade sails are proposed to be installed above the outdoor nursery and will establish a design feature as well as providing functional shading.

Canopies and awnings will be established on various fascias and entries (e.g. above main entry, entry to bagged good canopy and bulk trade, timber trade sales roller shutters). The building will comprise a variety of materials, finished with the typical Bunnings corporate colour scheme and signage. The façade fronting the Stuart Highway will be finished with glazed windows.

### *Proposed Access and Parking:*

Proposed access to the subject land is proposed via the Pierssene Road/Tulagi Road intersection, with a dedicated right hand turn lane from Tulagi Road into the site. A separate left-in left-out access for commercial/service vehicles will be provided via the Stuart Highway, and will provide direct access to the bulk trade facility. This proposed configuration will include a deceleration lane to allow vehicles to exit the Stuart Highway and enter the subject site with minimal impact on traffic. This access point will cater for b-doubles, which will be the largest vehicles to be expected to access the site.

A car parking area will be constructed below the main warehouse and will be accessible from the Pierssene Road/Tulagi Road intersection. A total of 456 car park spaces are proposed, including 8 spaces for persons with disabilities, and four loading bays. Three loading bays will be associated with the warehouse, with the fourth loading bay proposed adjacent to the bulk trade facility.

### **General:**

The following assessment informed a letter of comment that raised an objection to the proposed development, along with including several conditions relating to technical matters should the Authority approve the application.

#### *Parking shortfall*

- Based on an assessment of the proposal and in accordance with Clause 6.5.1 of the NT Planning Scheme the proposed development requires a total of 640 car parking spaces to be provided. It is noted the development proposes only 456 spaces, leaving a shortfall of 184 parking spaces. While the applicant has argued that parking surveys of other Bunnings stores warrants this reduction, Council disagrees in this particular case.

The nature of the land use and location of the site is purely a vehicle destination based use. Furthermore, the locality of Palmerston and greater Litchfield are noted vehicle dependant localities whereby it is anticipated that in times of peak patronage the vehicle attendance frequency would be much higher than that of an ordinary Bunnings store as users are less likely



to combine the visit with other activities within general range of business hours but rather visit the store at peak times, which, in turn increases peak patronage. This is a noted common behaviour across other land uses within the Palmerston locality.

A shortfall of on site car parking has the potential impact on adjoining Council streets by way of excessive on street parking. In this locality, excessive on street parking would be an undesirable outcome. It is further noted that the site is outside of the car park contribution plan for Council and therefore Council has an inability to provide alternative parking areas in the locality (unlike the CBD) and in this case additional carparking should be provided on site by the applicant.

Several aspects of the development require further work to be completed by the applicant, therefore it was requested in the letter of comment that should the Consent Authority approve the application the following Conditions are requested:

*Traffic Impact Assessment and associated works:*

- It was requested as a Condition Precedent that the applicant review and revise the submitted Traffic Impact Assessment (MFY April 2017 16-0114) to consider and address the following aspects with regards to access to and from the site and the local road network:
  - Concern is raised with the proposed dual right hand turn lane off the Stuart Highway (South to North) into Tulagi Road combined with the left-hand turn into Tulagi Road (North to South) at the traffic lights and the resulting vehicle weaving manoeuvres occurring over a short distance for vehicles travelling either left onto Robertson Barracks or right to access the Pierssene Road entrance road to the site.
  - Council is of the view that the applicant, in conjunction with DIPL (Dept. of Transport) should be examining a proposal to provide a signalised Right Hand Turn into the site on the northern side of Tulagi Road (south of the exiting signalised intersection). An opportunity would exist to keep the north bound lane of the Stuart highway free from signalisation and synchronisation with the existing lights (right hand turn into Tulagi Road) could occur to ensure minimal disruption to the existing levels of service along the highway. This proposal would provide a more suitable dedicated entrance into the site and avoid the dangerous vehicle weaving manoeuvres that could occur on Tulagi Road under the current proposal.

The review and revision of the MFY TIA report and resulting outcomes/works for access to the sit, including impacts on the local road network are to be completed to the satisfaction of Council and/or the relevant Authority with resulting works to be completed at the applicant's expense.

*Stormwater Drainage and associated works:*

- It was requested as a Condition Precedent that a site stormwater drainage plan indicating how the concentrated flow is to be collected on site and connected to Council's stormwater drainage system shall be provided to the satisfaction of the City of Palmerston, prior to the commencement of works. No stormwater will be permitted to discharge across the boundary to the neighbouring property. Any resulting upgrade works are to be completed at the applicant's expense and to the satisfaction of Council. It is noted that options proposed do also propose discharge of Stormwater into the Litchfield Shire Council municipality.



*Amendments to Road Reserve:*

- The proposed revised design of the Pierssene Road cul-de-sac head road reserve will require a decision of Council via an agreement for purchase / lease / permit to occupy / other agreement for this area of the road reserve. Any approved works and /or boundary adjustments to this road reserve will be at the applicant's expense and to the satisfaction of Council. Council request that this requirement be included as a Condition Precedent should the Consent Authority approve the application.

**Financial Implications:**

There are no financial implications for Council as a result of this proposal.

**Legislation/Policy:**

There are no legislation or policy implications for Council as a result of this proposal.

**Recommending Officer:** Mark Spangler, Director of Technical Services

Any queries on this report may be directed to Mark Spangler, Director of Technical Services on telephone (08) 8935 9958 or email [mark.spangler@palmerston.nt.gov.au](mailto:mark.spangler@palmerston.nt.gov.au)

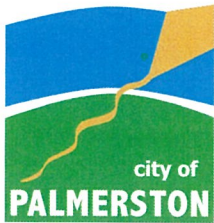
**Author:** Gerard Rosse, Manager Planning, Development and Environment Services

**Schedule of Attachments:**

Attachment A: Council's letter of comment for a warehouse, showroom sales, plant nursery and ancillary restaurant (Proposed Bunnings) on Lot 9148 (6) Pierssene Road, Yarrowonga

Attachment B: Proposed Drawings.





Please include the following reference in all correspondence

ID: \*GR\* 19/05/2017 - P9148

19/05/2017

Telephone  
(08) 8935 9922

Facsimile  
(08) 8935 9900

Email  
palmerston@palmerston.nt.gov.au

Civic Plaza  
1 Chung Wah Terrace

[www.palmerston.nt.gov.au](http://www.palmerston.nt.gov.au)

My Anthony Brennan  
Development Assessment Services  
Department of Infrastructure, Planning and Logistics  
GPO Box 1680  
DARWIN NT 0801

Dear Anthony

**PA2017/0184**  
**Development Application – Lot 9148 (6) Pierssene Road, Yarrowonga**  
**Warehouse, showroom sales, plant nursery and ancillary restaurant exceeding**  
**8.5m in height**

Thank you for the Development Application referred to this office on 8 May 2017, concerning Lot 9148 (6) Pierssene Road, Yarrowonga. This letter may be placed before Council at its next meeting. Should this letter be varied or not endorsed by Council, you will be advised accordingly.

The following issues are raised for consideration by the Authority:

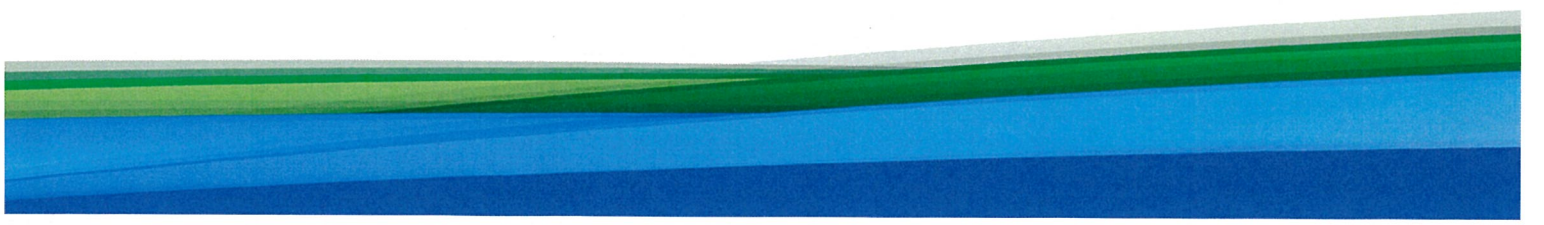
Council **does not support** the granting of a Development Permit for the following reasons:

- a) Based on an assessment of the proposal and in accordance with Clause 6.5.1 of the NT Planning Scheme the proposed development requires a total of 640 car parking spaces to be provided. It is noted the development proposes only 456 spaces, leaving **a shortfall of 184 parking spaces**. While the applicant has argued that parking surveys of other Bunnings stores warrants this reduction, Council disagrees in this particular case.

The nature of the land use and location of the site is purely a vehicle destination based use. Furthermore, the locality of Palmerston and greater Litchfield are noted vehicle dependant localities whereby it is anticipated that in times of peak patronage the vehicle attendance frequency would be much higher than that of an ordinary Bunnings store as users are less likely to combine the visit with other activities within general range of business hours but rather visit the store at peak times, which, in turn increases peak patronage. This is a noted common behaviour across other land uses within the Palmerston locality.

A shortfall of on site car parking has the potential impact on adjoining Council streets by way of excessive on street parking. In this locality, excessive on street parking would be an undesirable outcome. It is further noted that the site is outside of the car park contribution plan for Council and therefore Council has an inability to provide alternative parking areas in the locality (unlike the CBD) and in this case additional carparking should be provided on site by the applicant.

Please address all  
correspondence to  
Chief Executive Officer  
PO Box 1  
Palmerston NT 0831  
ABN 42 050 176 900



*Should the Consent Authority approve the application the following Conditions are requested:*

- b) Council request as a Condition Precedent that the applicant review and revise the submitted Traffic Impact Assessment (MFY April 2017 16-0114) to consider and address the following aspects with regards to access to and from the site and the local road network:
  - I. Concern is raised with the proposed dual right hand turn lane off the Stuart Highway (South to North) into Tulagi Road combined with the left-hand turn into Tulagi Road (North to South) at the traffic lights and the resulting vehicle weaving manoeuvres occurring over a short distance for vehicles travelling either left onto Robertson Barracks or right to access the Pierssene Road entrance road to the site.
  - II. Council is of the view that the applicant, in conjunction with DIPL (Dept. of Transport) should be examining a proposal to provide a signalised Right Hand Turn into the site prior to Tulagi Road (south of the exiting signalised intersection). An opportunity would exist to keep the north bound lane of the Stuart highway free from signalisation and synchronisation with the existing lights (right hand turn into Tulagi Road) could occur to ensure minimal disruption to the existing levels of service along the highway. This proposal would provide a more suitable dedicated entrance into the site and avoid the dangerous vehicle weaving manoeuvres that could occur on Tulagi Road under the current proposal.

The review and revision of the MFY TIA report and resulting outcomes/works for access to the sit, including impacts on the local road network are to be completed to the satisfaction of Council and/or the relevant Authority with resulting works to be completed at the applicant's expense.

- c) Council request as a Condition Precedent that a site stormwater drainage plan indicating how the concentrated flow is to be collected on site and connected to Council's stormwater drainage system shall be provided to the satisfaction of the City of Palmerston, prior to the commencement of works. No stormwater will be permitted to discharge across the boundary to the neighbouring property. Any resulting upgrade works are to be completed at the applicant's expense and to the satisfaction of Council. It is noted that options proposed do also propose discharge of Stormwater into the Litchfield Shire Council municipality.
- d) The proposed revised design of the Pierssene Road cul-de-sac head road reserve will require a decision of Council via an agreement for purchase / lease / permit to occupy / other agreement for this area of the road reserve. Any approved works and /or boundary adjustments to this road reserve will be at the applicant's expense and to the satisfaction of Council. Council request that this requirement be included as a Condition Precedent should the Consent Authority approve the application.



**Council comments on issues for which it is the sole responsible authority, under the Local Government Act and associated by-Laws:**

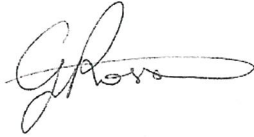
Should this application be approved, the following conditions pursuant to the Planning Act and Councils responsibilities under the Local Government Act are also recommended for inclusion in the Development Permit issued by the Development Consent Authority.

- a) Designs and specifications for landscaping of the road verges adjacent to the property shall be submitted for approval by the Director of Technical Services, City of Palmerston, and all approved works constructed to Council's requirements at the applicant's expense.
- b) The location, design and specifications for proposed and affected crossovers shall be provided to the satisfaction of the Director of Technical Services, City of Palmerston, at no cost to Council.
- c) Kerb crossovers and driveways to the site shall be provided and disused crossovers removed, public footpath and cycleway shall be provided, stormwater shall be collected and discharged into Council's drainage network, and reinstatement works carried out, all to the requirements and satisfaction of the Director of Technical Services, City of Palmerston, at no cost to Council.
- d) Sight lines shall be provided at crossovers to public streets to the satisfaction of the Director of Technical Services, City of Palmerston. No fence or tree exceeding 0.6 metres in height shall be planted in front of the sight line.
- e) Any gate over an access to a public road shall be placed on the subject site at least 4.5m from the face of the kerb line of the adjoining public road.
- f) Car parking spaces and internal driveways shall meet the requirements of the relevant Australian Standard and be line marked and sealed with an impervious material.
- g) All developments on or adjacent to any easements on site in favour of Council shall be carried out to the requirements and satisfaction of the Director of Technical Services, City of Palmerston.
- h) Waste bin storage and pick up shall be provided in accordance with Council requirements as per the City of Palmerston Waste Management Policy (TECO4), to the satisfaction of the Director of Technical Services, City of Palmerston.
- i) Further subject to conditions of subdivisions to the satisfaction of service authorities.



If you require any further discussion in relation to this application please feel free to contact me on 8935 9923.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Gerard Rosse', with a long horizontal flourish extending to the right.

Gerard Rosse  
Manager Planning and Environment Services



# Proposed New Bunnings Warehouse

LOT 9148 STUART HIGHWAY

PALMERSTON

Development Application Plans

Project No:	HD78	
Date:	7th April 2017	
DWG No.	SHEET TITLE	REV
HD00	COVER SHEET	9
HD01	SITE CONTEXT PLAN	9
HD02	SITE PLAN	9
HD03	WAREHOUSE FLOOR PLAN	9
HD04	CARPARK PLAN	9
HD05	ROOF PLAN	9
HD06	BULK TRADE PLAN	9
HD07	ELEVATIONS (SHEET 1 OF 3)	9
HD08	ELEVATIONS (SHEET 2 OF 3)	9
HD09	ELEVATIONS (SHEET 3 OF 3)	9
HD10	SECTIONS (SHEET 1 OF 2)	9
HD11	SECTIONS (SHEET 2 OF 2)	9
HD12	BULK TRADE ELEVATIONS (SHEET 1 OF 2)	9
HD13	BULK TRADE ELEVATIONS (SHEET 2 OF 2)	9
HD14	STAGING PLAN	9





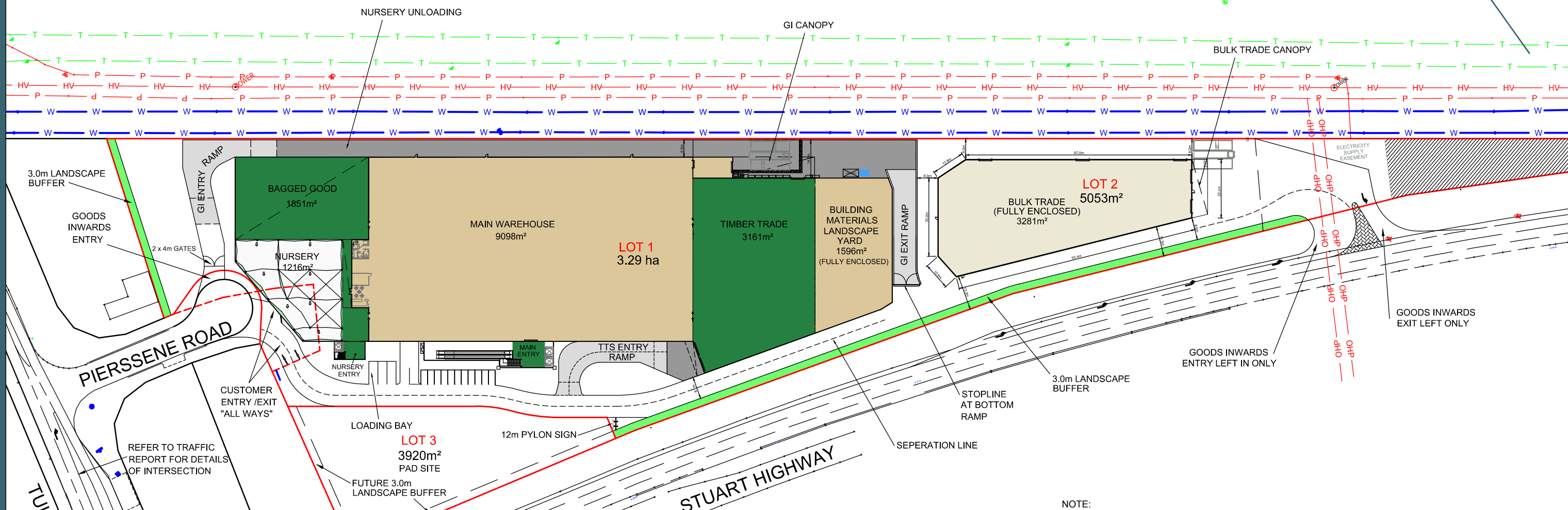
TITLE: PROPOSED BUNNINGS  
 LOT 9148 STUART HIGHWAY  
 PALMERSTON, NT  
**CONTEXT PLAN**

**High Definition**  
 Design Pty Ltd  
 KEVIN URANE 0412009891



Date:	27.07.16	Scale:	1:2000 A3	Designed:	KU	Project No	HD78
Cad Ref:	HD78 PALMERSTON r9					Drawing No	HD01
7	AMEND TRUCK TURNING			KU	16.02.17	Revision	9
9	ADD LANDSCAPE BUFFER AND AMEND BUILDING			KU	07.04.17		
8	FOR CLIENT COMMENTS			KU	23.03.17		
No	Amendment			Drawn	Date		

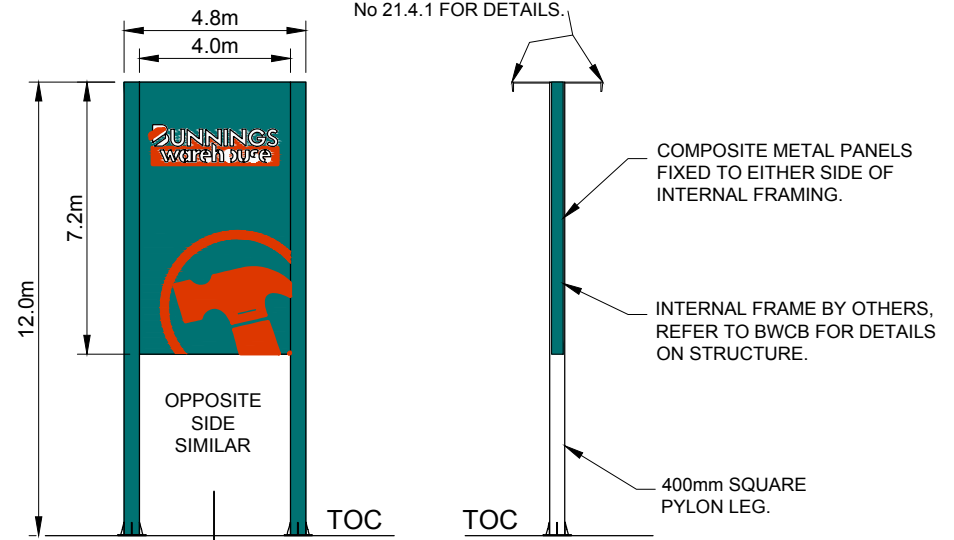




AREA	PROPOSED
MAIN WAREHOUSE (MINIMUM AREA)	9098m <sup>2</sup>
MAIN ENTRY	248m <sup>2</sup>
WAREHOUSE AREA	9346m <sup>2</sup>
OUTDOOR NURSERY	1216m <sup>2</sup>
BAGGED GOODS CANOPY (NURSERY)	1851m <sup>2</sup>
NURSERY AREA	3067m <sup>2</sup>
TIMBER TRADE SALES	3161m <sup>2</sup>
LANDSCAPE AND BUILDING MATERIALS YARD	1596m <sup>2</sup>
BULKY TRADE	3281m <sup>2</sup>
TOTAL RETAIL AREA	20451m <sup>2</sup>
MEZZANINE AREA	301m <sup>2</sup>
GOODS INWARD YARD (INCLUDING CANOPY)	606m <sup>2</sup>
TOTAL AREA	21358m <sup>2</sup>
STANDARD CAR PARKS	445
DISABLED CAR PARKS	8
TRAILER BAYS	3
PARKING IN TIMBER TRADE	-
TOTAL SITE CAR PARKS	456
TROLLEY BAYS	6
BUNNINGS SITE LOT 1	32957m <sup>2</sup>
PAD SITE BULK TRADE BUILDING LOT 2	5035m <sup>2</sup>
PAD SITE LOT 3	3920m <sup>2</sup>
TOTAL SITE AREA	41912m <sup>2</sup>

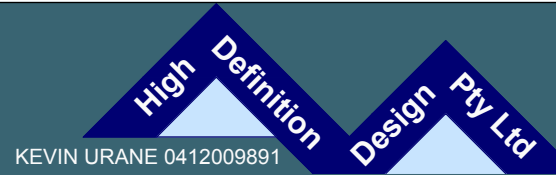
NOTE:  
SIGNAGE SUPPLIER TO CONFIRM DIMENSIONS ON SITE PRIOR TO MANUFACTURE.  
ALL STRUCTURAL, FRAMING & ELECTRICAL WORKS BY OTHERS.

LIGHTING ON ADJUSTABLE MOUNTS BY OTHERS. REFER TO BUNNINGS STANDARD DRAWING No 21.4.1 FOR DETAILS.

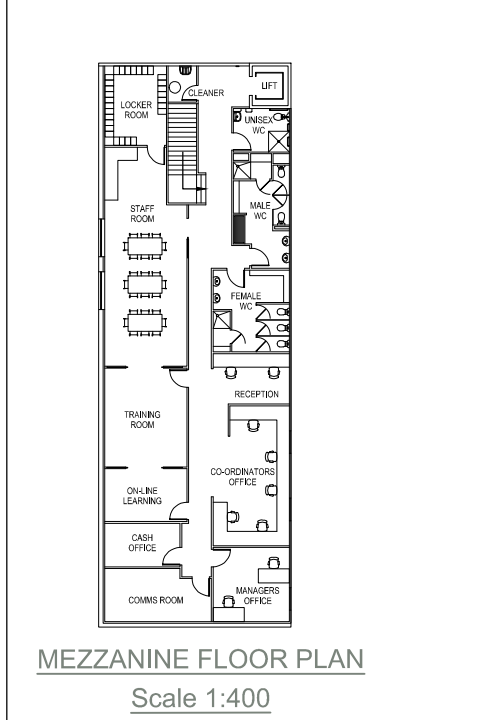
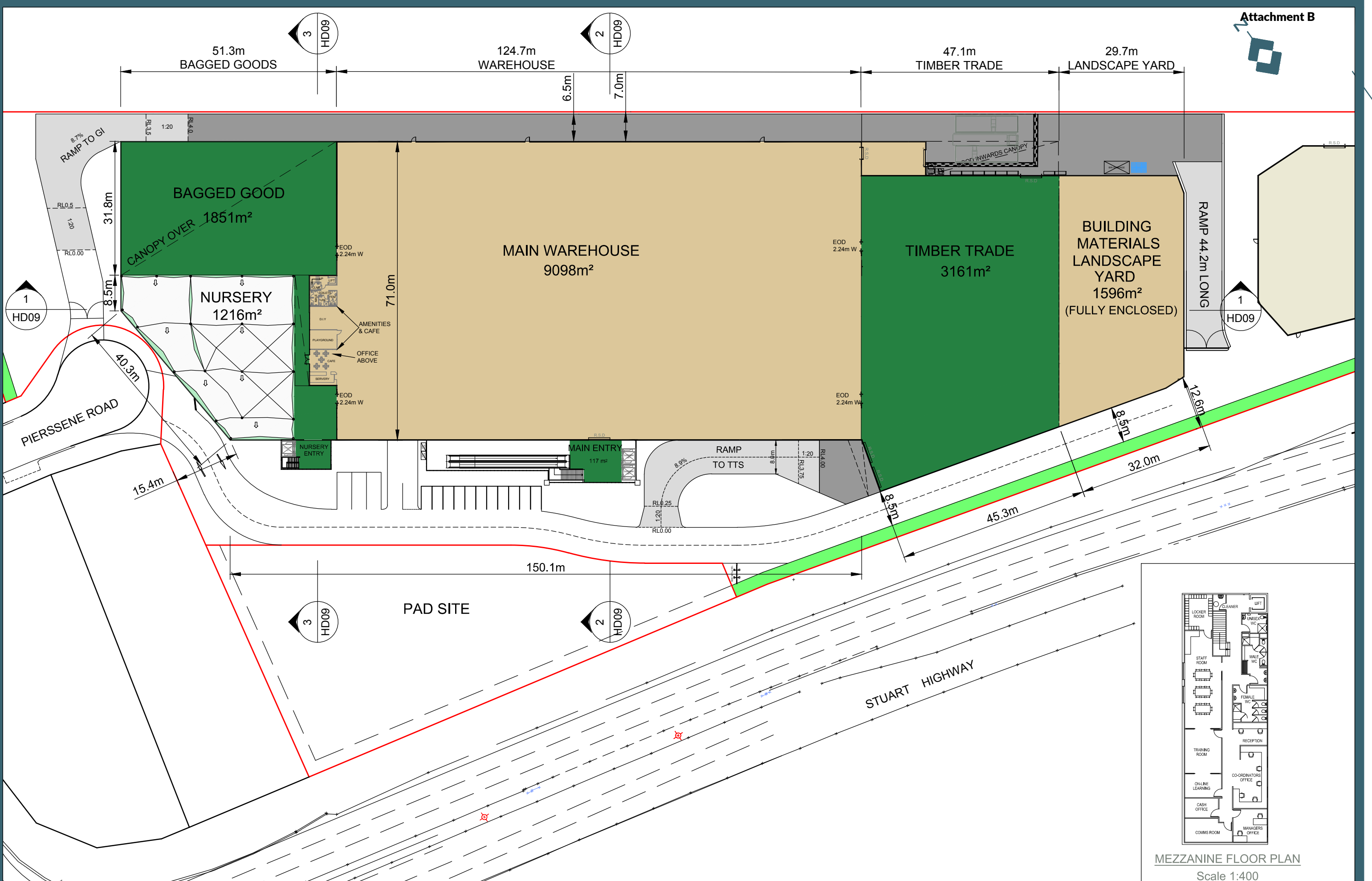


PROPOSED PYLON SIGN  
SCALE 1:200

TITLE: PROPOSED BUNNINGS  
LOT 9148 STUART HIGHWAY  
PALMERSTON, NT  
**SITE PLAN**

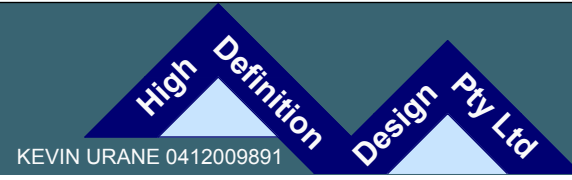


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	8	FOR CLIENT COMMENTS		KU	23.03.17		
No		Amendment		Drawn	Date		



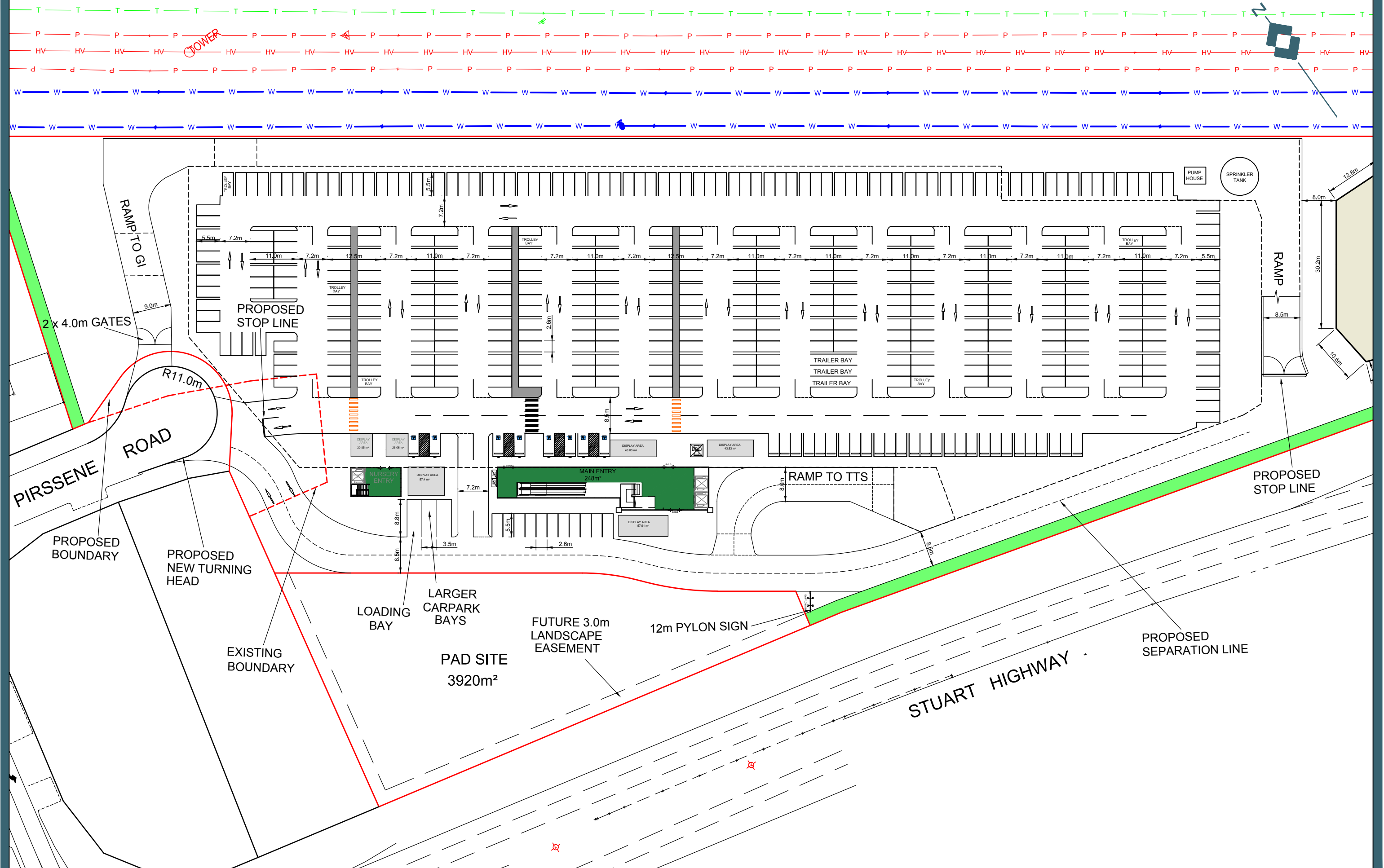
TITLE: PROPOSED BUNNINGS  
LOT 9148 STUART HIGHWAY  
PALMERSTON, NT

WAREHOUSE FLOOR PLAN



KEVIN URANE 0412009891

Date:	27.07.16	Scale:	1:800 A3	Designed:	KU	Project No:	HD78
Cad Ref:	HD78 PALMERSTON r9					Drawing No:	HD03
No	Amendment	Drawn	Date			Revision	9
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9	ADD LANDSCAPE BUFFER AND AMEND BUILDING	KU	07.04.17				
8	FOR CLIENT COMMENTS	KU	23.03.17				



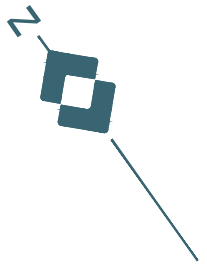
TITLE: PROPOSED BUNNINGS  
 LOT 9148, STUART HIGHWAY  
 PALMERSTON, NT

UNDERCROFT CARPARK PLAN

High Definition Design Pty Ltd  
 KEVIN URANE 0412009891

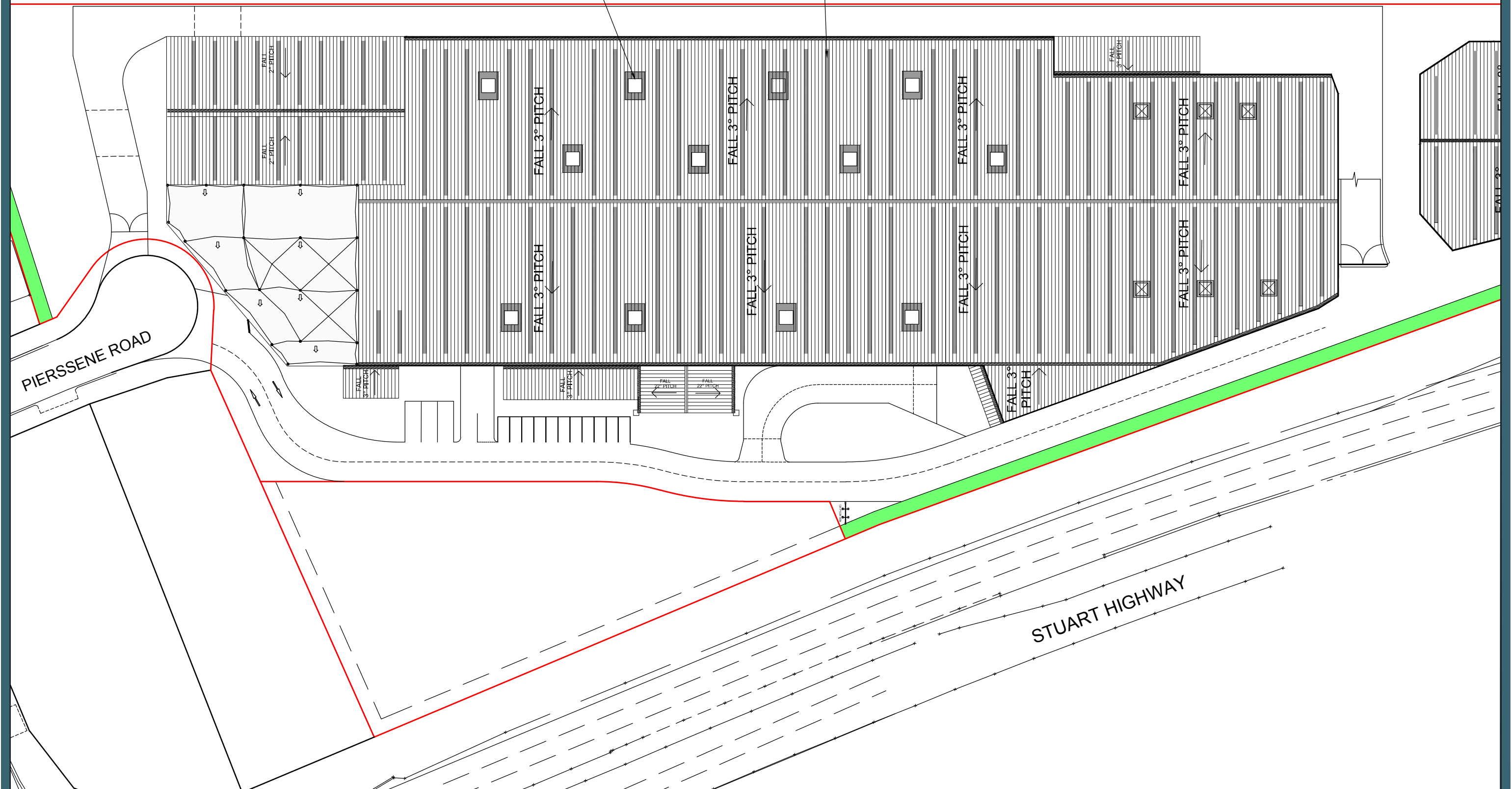


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	9	ADD LANDSCAPE BUFFER AND AMEND BUILDING		KU	07.04.17		
	8	DA PLANS		KU	23.03.17		
		Amendment		Drawn	Date		



EVAPORATIVE COOLER.

TRANSLUCENT SKYLIGHT SHEETS.

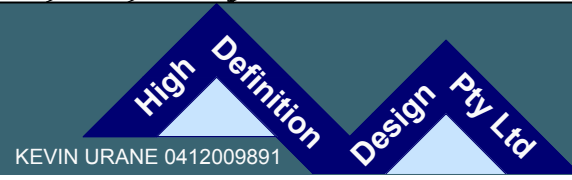


PIERSSENE ROAD

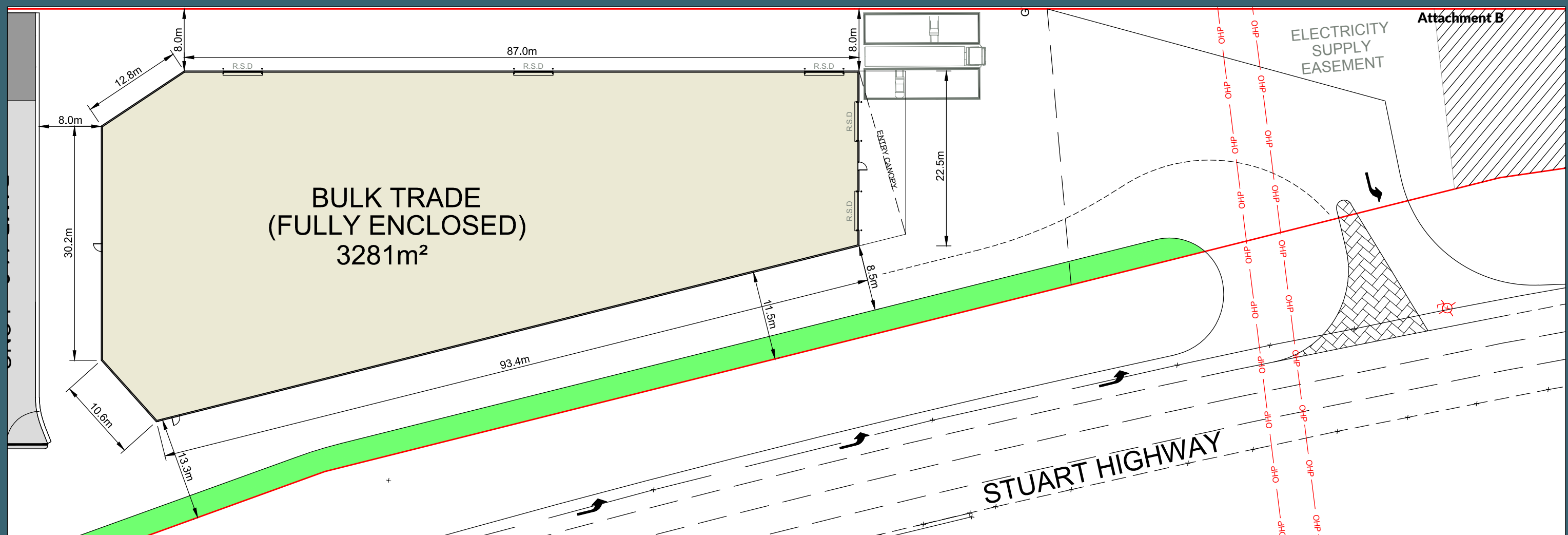
STUART HIGHWAY

TITLE: PROPOSED BUNNINGS  
LOT 9148, STUART HIGHWAY  
PALMERSTON, NT

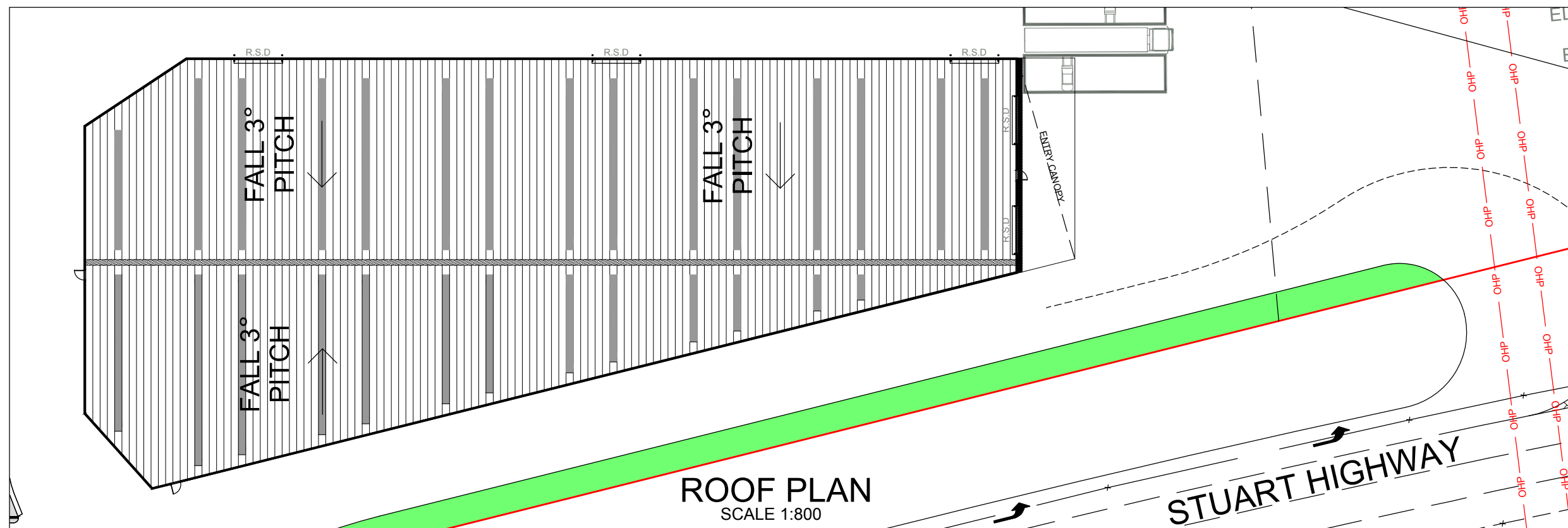
ROOF PLAN BUNNINGS



Date:	27.07.16	Scale:	1:800 A3	Designed:	KU	Project No:	HD78
Cad Ref:	HD78 PALMERSTON r9					Drawing No:	HD05
	8	FOR CLIENT COMMENTS		KU	23.03.17	Revision:	9
	6	PSO COMMENTS		KU	15.01.17		
	9	ADD LANDSCAPE BUFFER AND AMEND BUILDING		KU	07.04.17		
No		Amendment		Drawn	Date		



**SITE PLAN**  
SCALE 1:800



**ROOF PLAN**  
SCALE 1:800

TITLE: PROPOSED BUNNINGS  
LOT 9148 STUART HIGHWAY  
PALMERSTON, NT

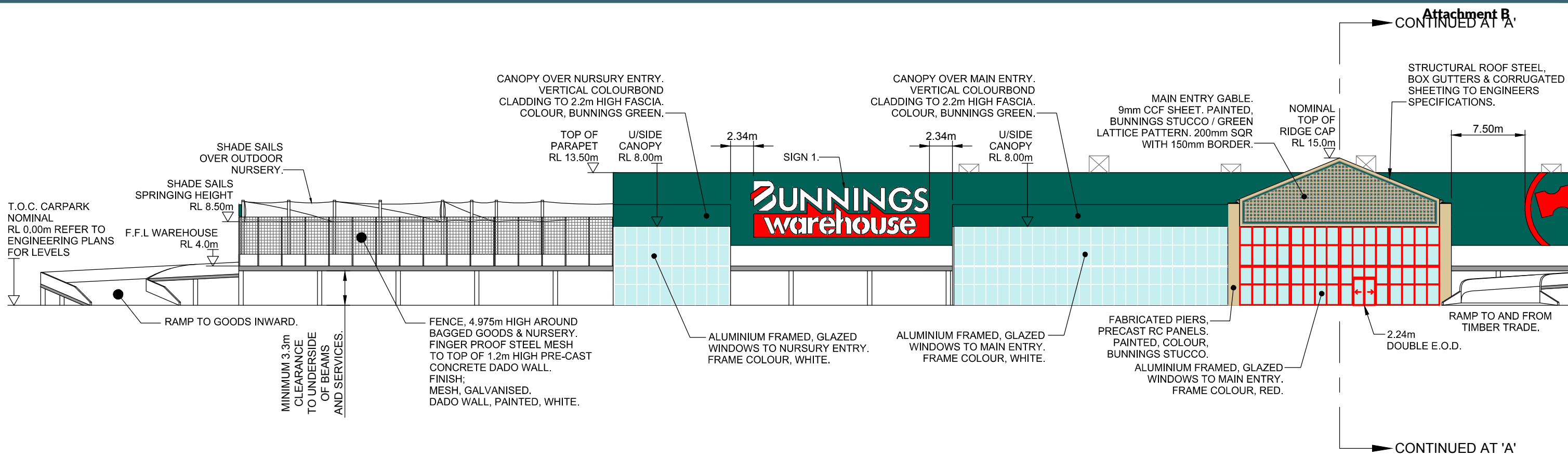
**BULK TRADE BUILDING**

High Definition Design Pty Ltd  
KEVIN URANE 0412009891



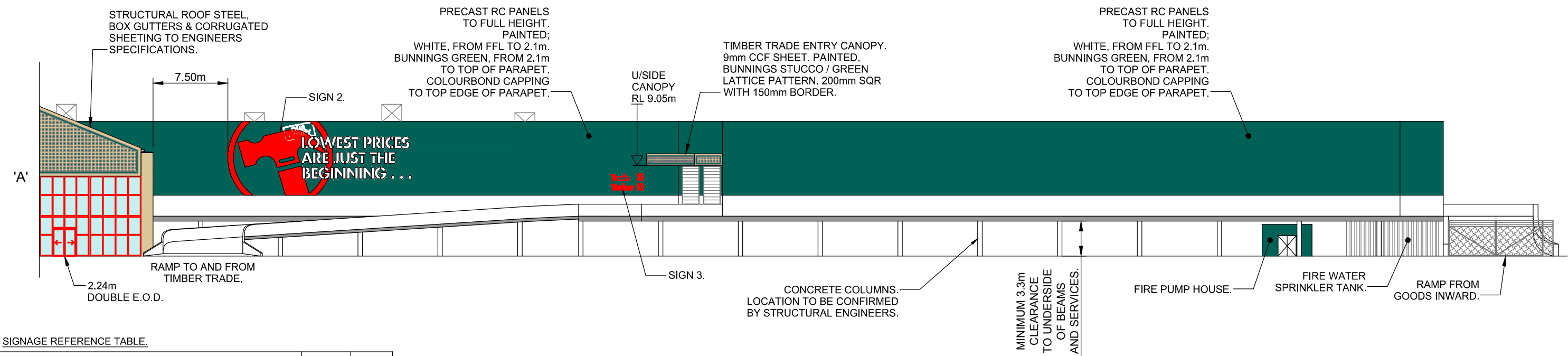
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No	Amendment	Drawn	Date			Revision	9
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8	FOR CLIENT COMMENTS	KU	23.03.17				

Attachment B  
CONTINUED AT 'A'

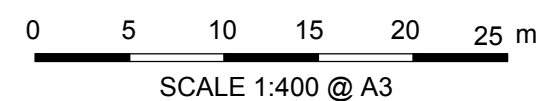


### SOUTH-WEST ELEVATION (PART FRONT)

CONTINUED AT 'A'



### SOUTH-WEST ELEVATION (PART FRONT)



SIGNAGE REFERENCE TABLE.

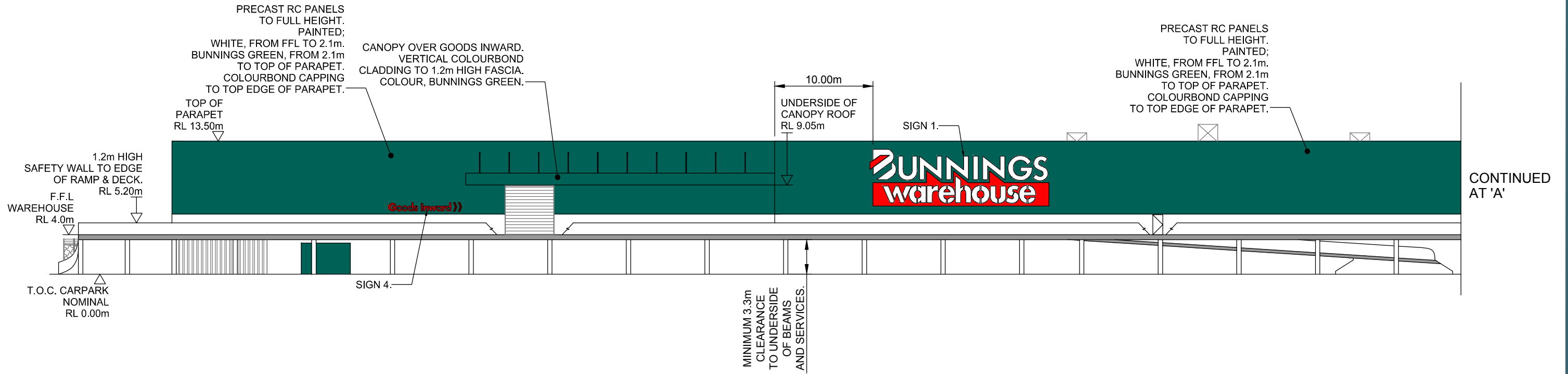
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1	FULL COLOUR WORDMARK.	11.80	3.75
2	FULL COLOUR HAMMER LOGO & POSITIONING STATEMENT.	13.90	6.30
3	DIRECTIONAL SIGN - TRADE / TIMBER.	3.20	1.62
4	DIRECTIONAL SIGN - GOODS INWARD.	5.91	0.72
5	FULL COLOUR WORDMARK.	7.90	2.50
6	FULL COLOUR HAMMER LOGO & POSITIONING STATEMENT.	7.98	3.25
7	BUNNINGS TRADE WORDMARK.	11.56	4.75

TITLE: PROPOSED BUNNINGS  
LOT 9148, STUART HIGHWAY  
PALMERSTON, NT  
**ELEVATIONS 1 OF 3**

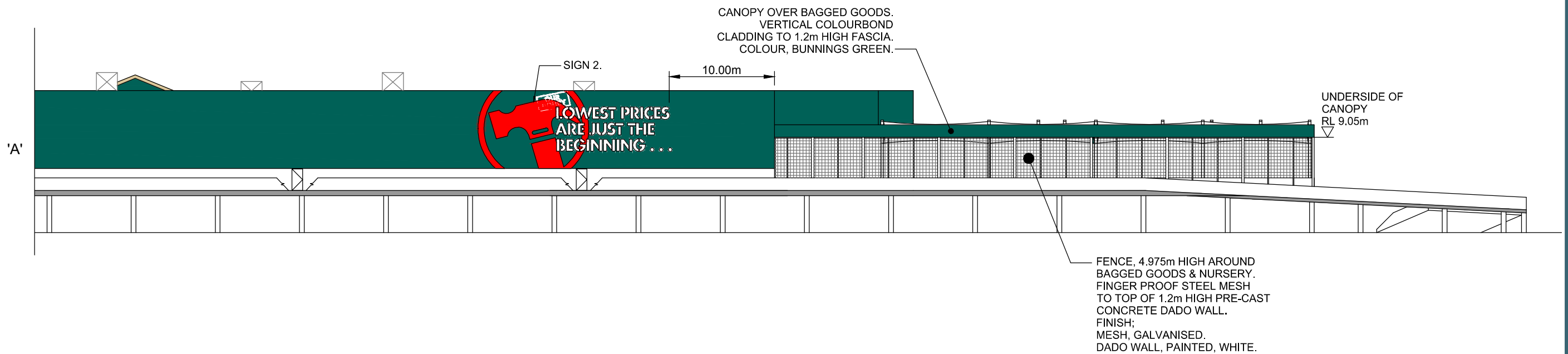
High Definition Design Pty Ltd  
KEVIN URANE 0412009891



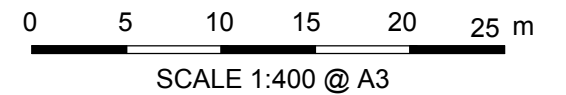
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8	FOR CLIENT COMMENTS	KU	23.03.17				
No	Amendment	Drawn	Date				9



NORTH-EAST ELEVATION (PART REAR)

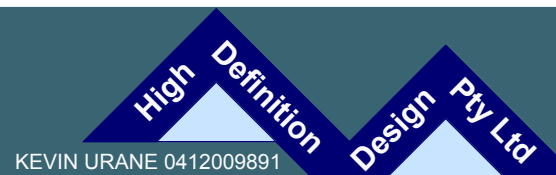


NORTH-EAST ELEVATION (PART REAR)

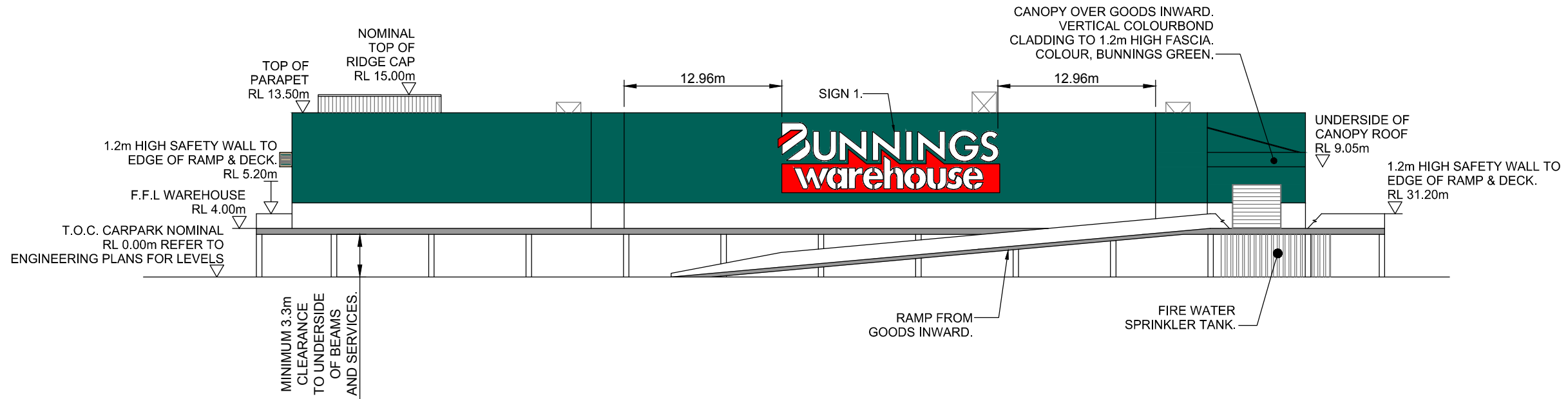


TITLE: PROPOSED BUNNINGS  
LOT 9148, STUART HIGHWAY  
PALMERSTON, NT

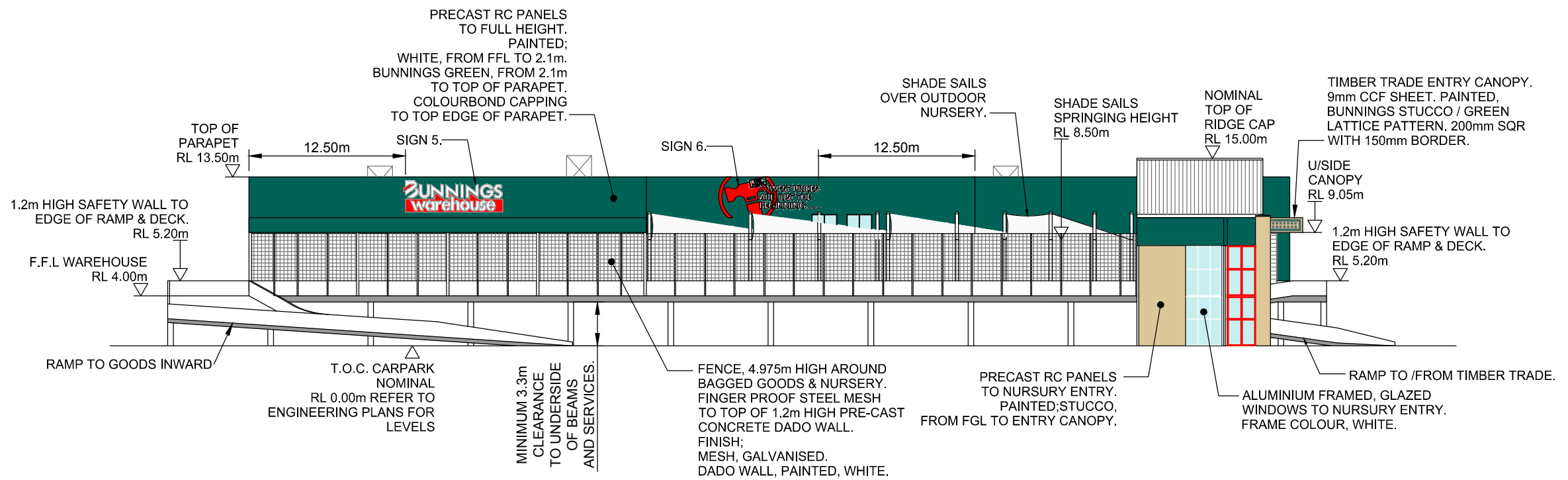
ELEVATIONS 2 OF 3



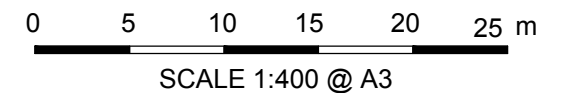
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	8	FOR CLIENT COMMENTS		KU	23.03.17		9
		Amendment		Drawn	Date		



**SOUTH-EAST ELEVATION (SIDE)**

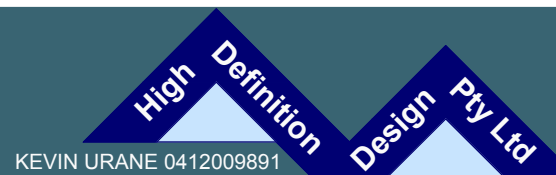


**NORTH-WEST ELEVATION (SIDE)**



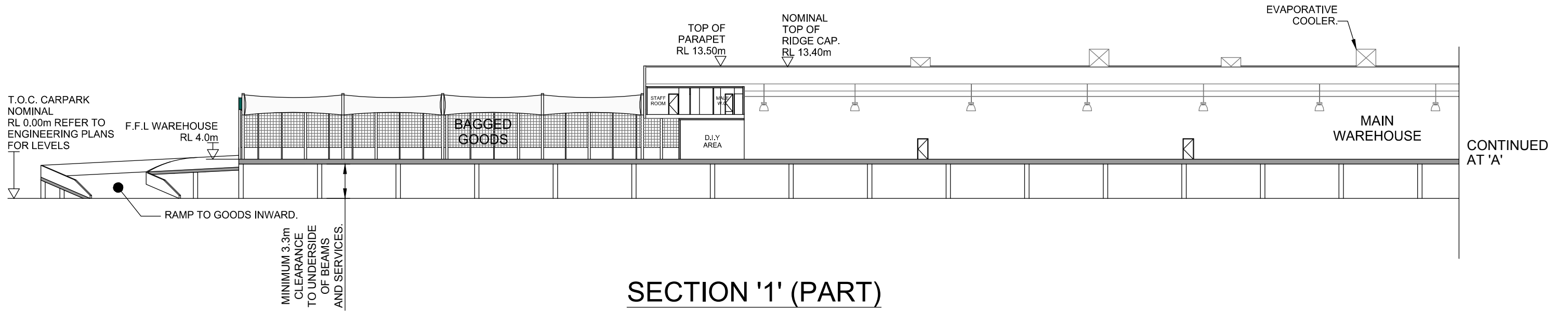
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LOT 9148, STUART HIGHWAY  
PALMERSTON, NT

ELEVATIONS 3 OF 3

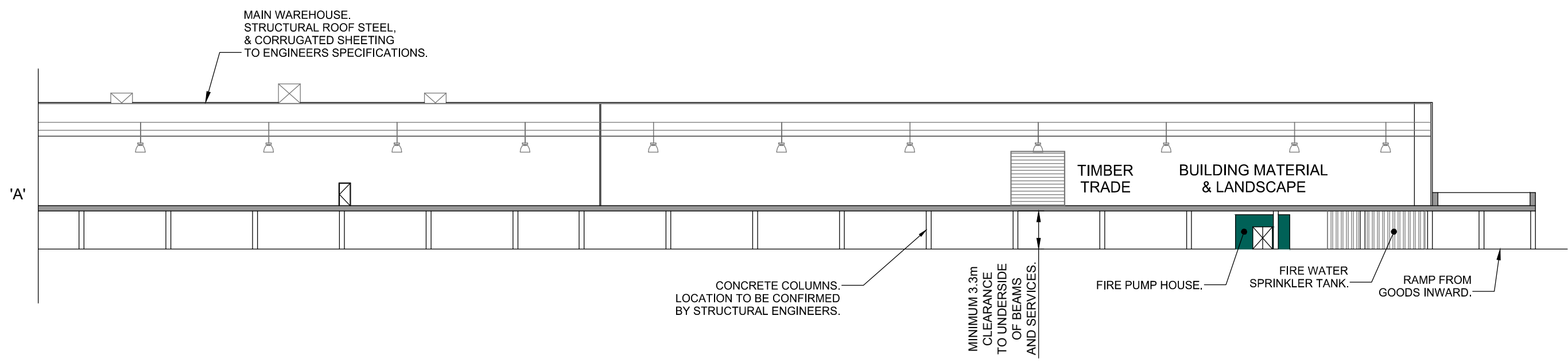


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	8	FOR CLIENT COMMENTS		KU	23.03.17		
No		Amendment		Drawn	Date		

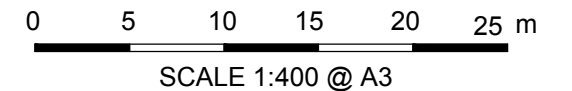




SECTION '1' (PART)



SECTION '1' (PART)



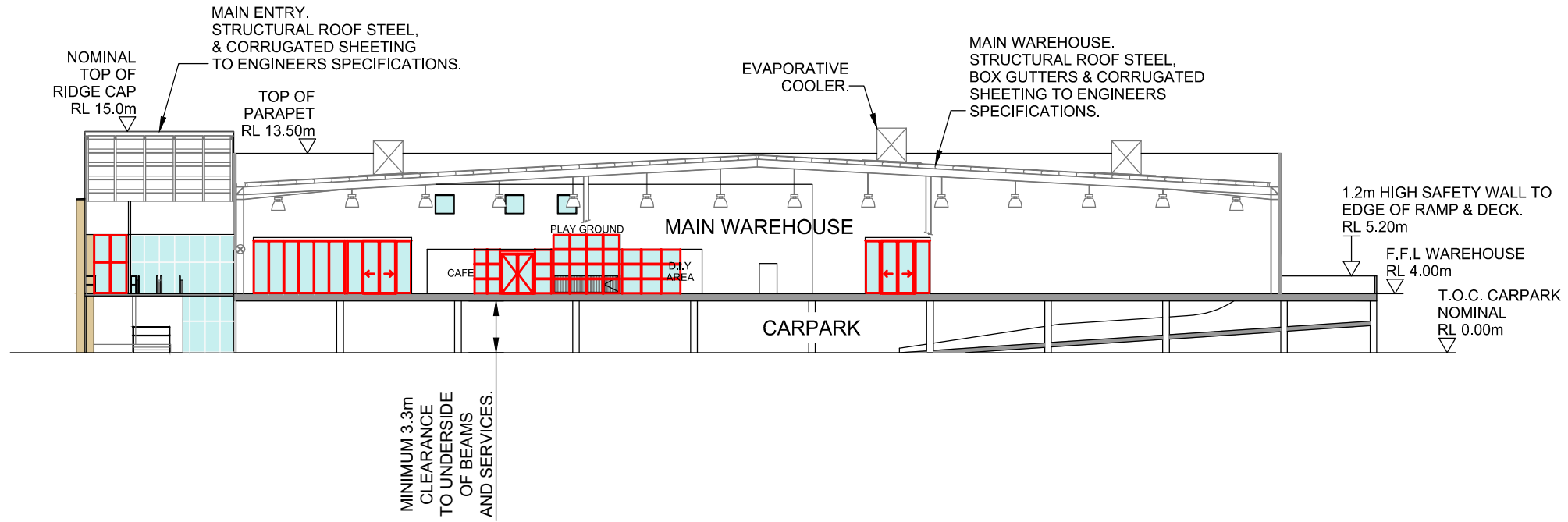
TITLE: PROPOSED BUNNINGS  
 LOT 9148, STUART HIGHWAY  
 PALMERSTON, NT

SECTIONS 1 OF 2

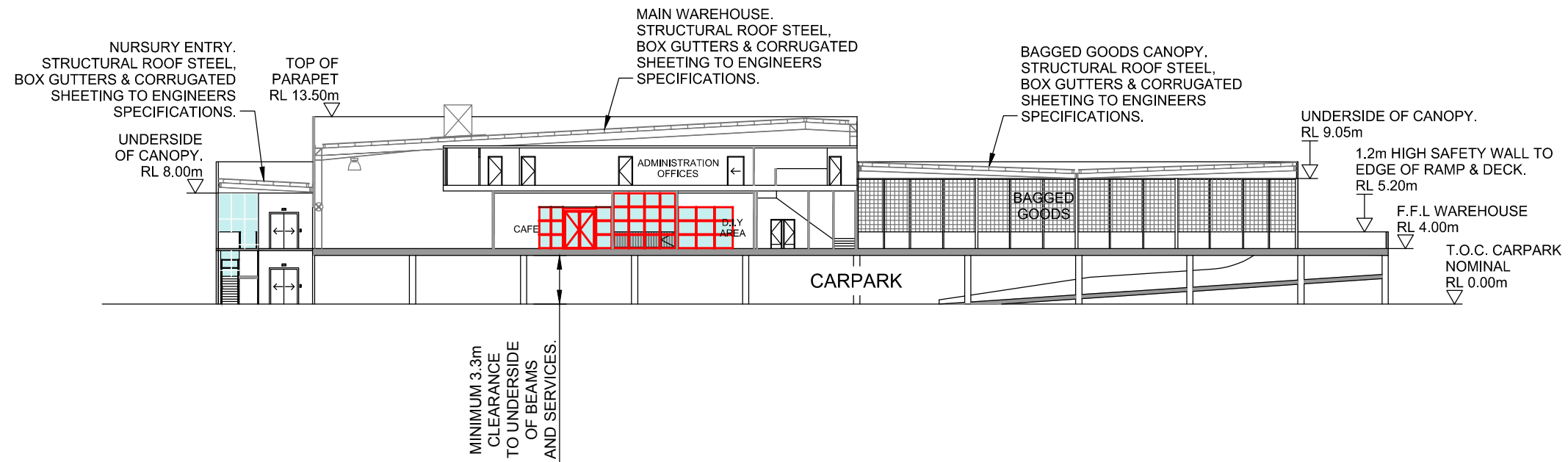
High Definition Design Pty Ltd  
 KEVIN URANE 0412009891



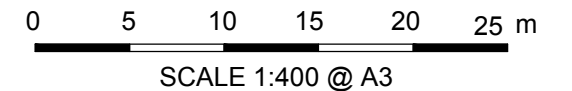
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No	Amendment	Drawn	Date			Revision	9
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8	FOR CLIENT COMMENTS	KU	23.03.17				



**SECTION '2'**

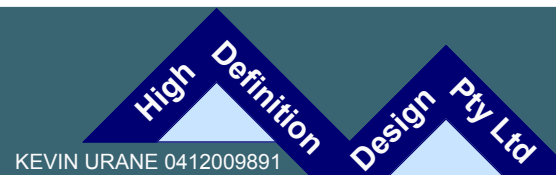


**SECTION '3'**

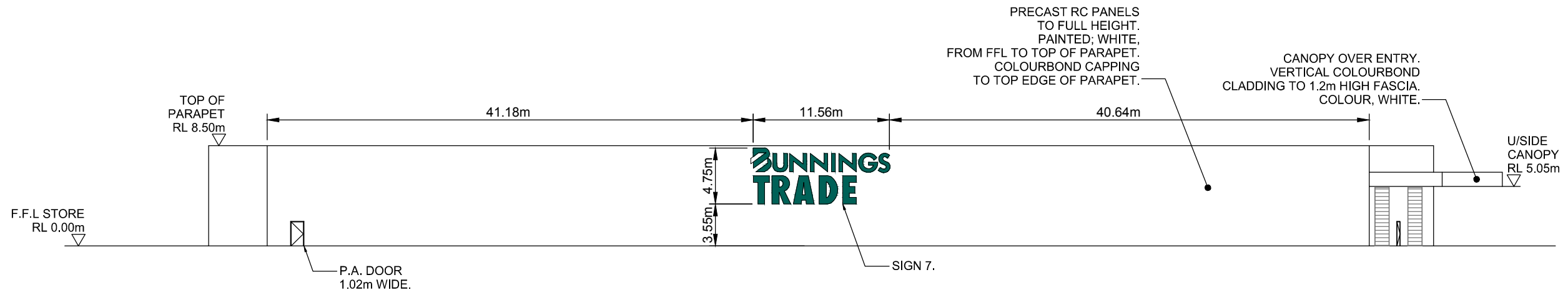


TITLE: PROPOSED BUNNINGS  
 LOT 9148, STUART HIGHWAY  
 PALMERSTON, NT

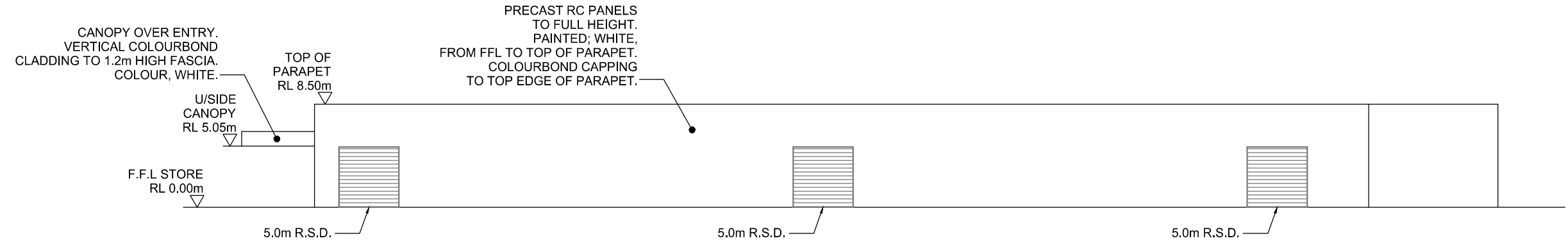
SECTIONS 2 OF 2



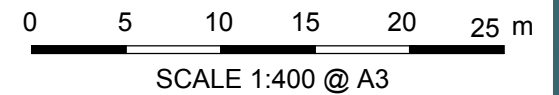
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	8	FOR CLIENT COMMENTS		KU	23.03.17		
No		Amendment		Drawn	Date		



**SOUTH-WEST ELEVATION (SIDE)**  
**(NORMAL TO WALL)**

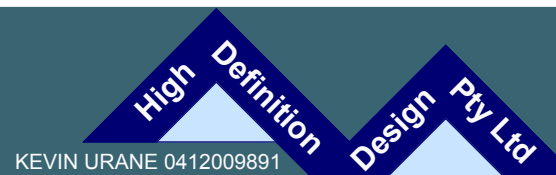


**NORTH-EAST ELEVATION (SIDE)**

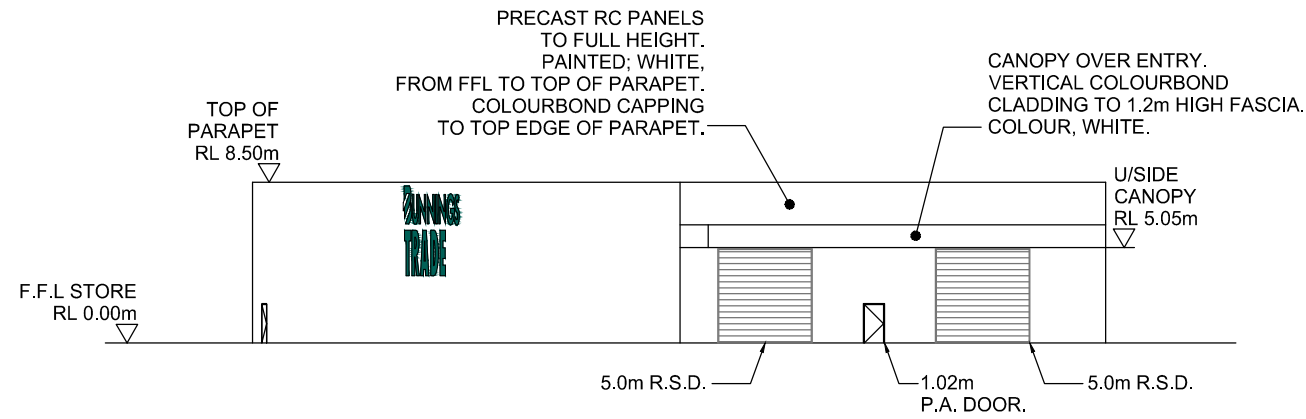


TITLE: PROPOSED BUNNINGS  
LOT 9148, STUART HIGHWAY  
PALMERSTON, NT

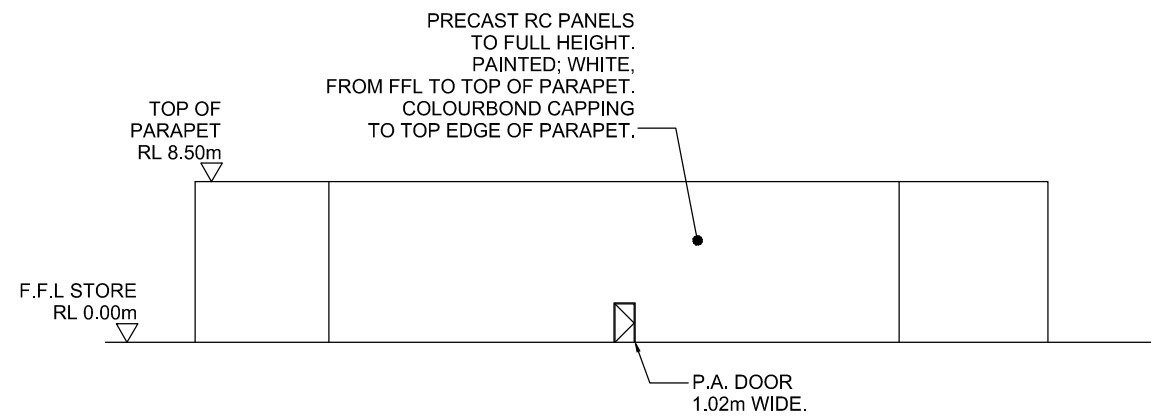
BULK TRADE ELEVATIONS 1 OF 2



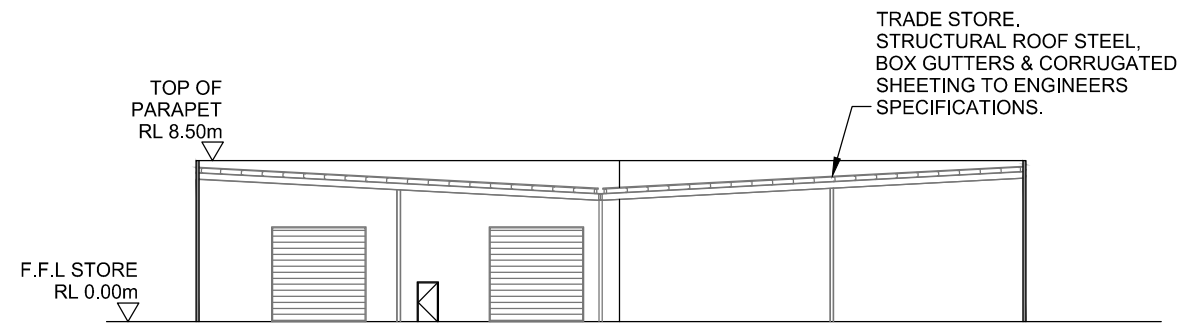
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No	Amendment	Drawn	Date				



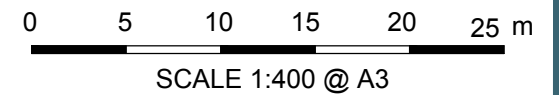
**SOUTH-EAST ELEVATION (FRONT)**



**NORTH-WEST ELEVATION (REAR)**



**SECTION '4'**

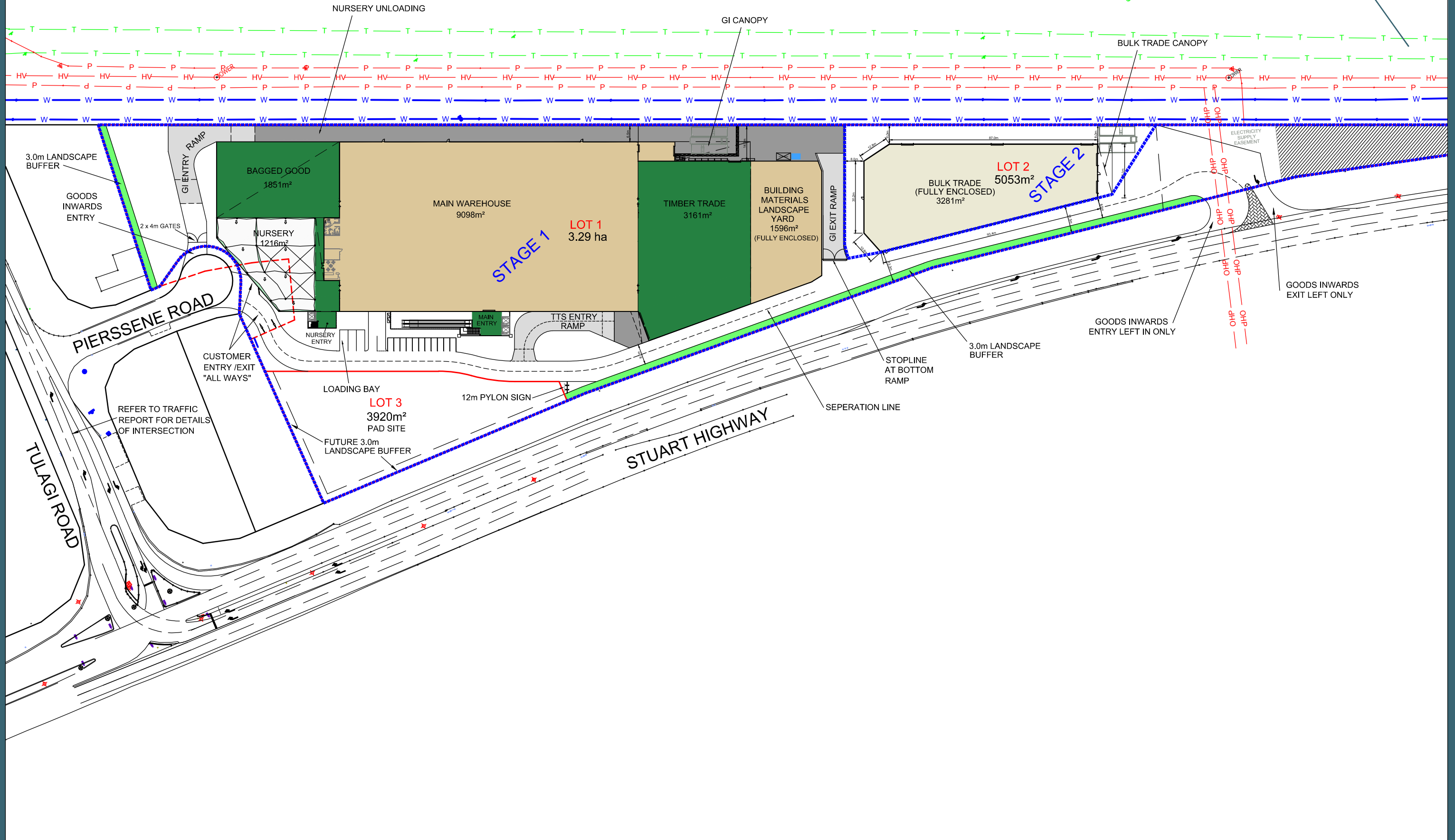


TITLE: PROPOSED BUNNINGS  
LOT 9148, STUART HIGHWAY  
PALMERSTON, NT

BULK TRADE ELEVATIONS 2 OF 2



Date:	27.07.16	Scale:	1:400 A3	Designed:	KU	Project No:	HD78
Cad Ref:	HD78 PALMERSTON r9					Drawing No:	HD13
No	9	ADD LANDSCAPE BUFFER AND AMEND BUILDING		KU	07.04.17	Revision	9
	8	FOR CLIENT COMMENTS		KU	23.03.17		
		Amendment		Drawn	Date		



TITLE: PROPOSED BUNNINGS  
 LOT 9148 STUART HIGHWAY  
 PALMERSTON, NT  
**STAGING PLAN**

High Definition Design Pty Ltd  
 KEVIN URANE 0412009891



Date:	27.07.16	Scale:	1:1250 A3	Designed:	KU	Project No:	HD78
Cad Ref:	HD78 PALMERSTON r9					Drawing No:	HD14
	7	AMEND TRUCK TURNING		KU	16.02.17	Revision:	9
	9	ADD LANDSCAPE BUFFER AND AMEND BUILDING		KU	07.04.17		
	8	FOR CLIENT COMMENTS		KU	23.03.17		
No		Amendment		Drawn	Date		

<b>ITEM NUMBER:</b>	13.1.4	Exceptional Development Permit Application (PA2017/0153) for 24 x 3 bedroom multiple dwellings in 4 x 2 storey buildings and a commercial development comprising a restaurant with drive-through in a 1 storey building and community-type uses in a 2 storey building on Lot 10288 (3) Tarakan Court, Johnston
<b>FROM:</b>		Director of Technical Services
<b>REPORT NUMBER:</b>		8/1182
<b>MEETING DATE:</b>		6 June 2017

---

**Municipal Plan:**

2. Economic Development

2.3 City Planning

2.3 We are committed to effective and responsible city planning which balances and meets both residential and commercial needs in our community

3. Environment & Infrastructure

3.2 Assets and Infrastructure

3.2 We are committed to maintaining and developing community assets and infrastructure which meet the needs of our community

**Summary:**

This report outlines issues to be considered by Council in regard to the development application lodged for an Exceptional Development Permit Application (PA2017/0153) for 24 x 3 bedroom multiple dwellings in 4 x 2 storey buildings and a commercial development comprising a restaurant with drive-through in a 1 storey building and community-type uses in a 2 storey building on Lot 10288 (3) Tarakan Court, Johnston.

**Applicant:** Zest Homes Pty Ltd

**RECOMMENDATION**

1. THAT Council receives Report Number 8/1182.
2. THAT Council endorses **Attachment A** to Report Number 8/1182.

## Background:

The lot is within Zone MD (Multiple Dwelling) and contains an area of 9,540m<sup>2</sup>. The subject site is bounded by Lambrick Avenue to the South, Zone MR (Medium Density Residential) to the East and West and Zone MD and Conservation to the North.



Source: NT Atlas and Spatial Data Directory

## Site History

A Development Permit (DP16/0234) was issued for Multiple Dwellings consisting of 31 Units MD Approval for 31 Units over four stages. Stage 1 & 2 of this development (northern half of the site) is currently under construction.

A concurrent application (PA2016/0399) to rezone the site from Zone MD to Part Zone MR (for 24 Units over four buildings) and Part Zone C (Commercial) for 2 buildings was submitted and subsequently refused by the Minister. Council objected to this application on a number of grounds (outlined below).

At the Ordinary Council meeting on 16 August 2016 Council resolved the following:

*THAT the Development Consent Authority be advised that Council cannot support this proposed development due to the unacceptable loss in public amenity being that traffic congestion, waste and litter, and inappropriate activity it will bring during night time hours that the commercial aspect will bring to the immediate area.*

**CARRIED 8/2201 - 16/08/2016**

Council provided the following details in regard to its objection:

### 1. Traffic congestion

*Council considers that there is adequate evidence provided by the existing fastfood outlets that the current provisions for queues at some existing fastfood outlets is not adequate and that when queues do reach 99 percentile lengths then they should not be permitted to extend onto major roads. Examples of this are the MacDonaldis in the City Centre where queues sometimes extend out onto Palmerston Circuit completely blocking the flow of traffic and the KFC at the Hub where queues are regularly seen blocking access to the Hub off Maluka Drive and blocking the flow of traffic on Maluka Drive.*

## 2. Waste and Litter

*Commercial areas such as proposed with fast food outlets result in increases in litter in the surrounding areas. Litter and general waste is left along road verges and tossed over fences.*

## 3. Inappropriate Activity

*Fast food outlets open late at night tend to attract noise, vandalism, graffiti, and general nuisance. Council considers that the residents and property owners in the immediate area did not purchase/rent their properties with the expectation that amenity levels would be reduced.*

### **Proposed Development**

Pursuant to section 38(2) (a) of the Planning Act, the application is for an exceptional development permit. An exceptional development permit (EDP) is sought for a development & use of the land in substitution for an existing use, although the development or use would otherwise not be lawful under the relevant planning scheme.

This EDP application seeks to use a 5063m<sup>2</sup> portion (Southern part) of the zone MD zoned Lot for specific use comprising of the following:

- McDonalds Drive through takeaway in a single storey building totalling 555m<sup>2</sup> (450m<sup>2</sup> of Food retail and 106m<sup>2</sup> being ancillary services;
- A two storey 872m<sup>2</sup> Building to provide uses that will not compete with the neighbouring planned commercial centres.
- 2 Buildings to provide uses that applicant argues will not compete with neighbouring planned commercial centres. The applicant advises that the non-competing Uses allowable will be Community Type Uses which include:
  - First Floor support accommodation;
  - Remediation therapies & Office that may be tied to Venture or Para-quad supporting the neighbouring community;
  - Education establishment;
  - Community Centre or Room;
  - Plant Nursery;
  - Physiotherapy or Occupational Therapy;
  - Veterinary Clinic;
  - Child Care.

The applicant advises that the balance of the site which is 4,475m<sup>2</sup> in area will consist of 24 residential units, which are currently under construction in accordance with Stage 1 and 2 of the approved DP16/0234.

### **General:**

It is noted that the proposed development is largely similar to that proposed in 2016 by the applicant in the form of a concurrent application (DA and rezoning). As outlined above, the concurrent application was subsequently refused by the Minister. Furthermore, Council by way of resolution objected to the proposal on a number of grounds (listed in the 'site history' section of this report).

Although the applicant has advised that the proposed two commercial type buildings will be Community Type Uses, they do in fact propose commercial elements. Notwithstanding, based on the previous Council resolution relating to the 2016 rezoning application and concerns raised with Takeaway drive through restaurant it is noted in the current EDP application the proposed takeaway drive through



remains largely unchanged from the 2016 rezoning and as a result Councils issues remain. Concerns outlined in the previous Council resolution reads as follows:

*THAT the Development Consent Authority be advised that Council cannot support this proposed development due to the unacceptable loss in public amenity being that traffic congestion, waste and litter, and inappropriate activity it will bring during night time hours that the commercial aspect will bring to the immediate area.*

Council's list of concerns relating to traffic, litter and inappropriate activity all referenced the proposed Takeaway food outlet and as this is largely unchanged in this current application, it can be assumed that Council's concern and objection remains.

The applicant and proposed tenant (MacDonald's) have provided a response to Councils initial concerns and this is attached to this report for Councils consideration.

**Financial Implications:**

There are no financial implications for Council as a result of this proposal.

**Legislation/Policy:**

There are no legislation or policy implications for Council as a result of this proposal.

**Recommending Officer:** Mark Spangler, Director of Technical Services

Any queries on this report may be directed to Mark Spangler, Director of Technical Services on telephone (08) 8935 9958 or email [mark.spangler@palmerston.nt.gov.au](mailto:mark.spangler@palmerston.nt.gov.au)

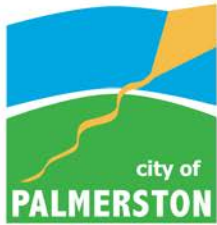
**Author:** Gerard Rosse, Manager Planning, Development and Environment Services

**Schedule of Attachments:**

Attachment A: Proposed Council letter of comment for Exceptional Development Permit Application (PA2017/0153) for 24 x 3 bedroom multiple dwellings in 4 x 2 storey buildings and a commercial development comprising a restaurant with drive-through in a 1 storey building and community-type uses in a 2 storey building on Lot 10288 (3) Tarakan Court, Johnston.

Attachment B: Development Application and Drawings.





Please include the following reference in all correspondence

ID: MAS:gr 26/05/2017 - P10288

8/06/2017

Director, Development Assessment Services  
Department of Lands, Planning and Environment  
GPO Box 1680  
DARWIN NT 0801

Telephone  
(08) 8935 9922

Facsimile  
(08) 8935 9900

Email  
palmerston@palmerston.nt.gov.au

Civic Plaza  
1 Chung Wah Terrace

[www.palmerston.nt.gov.au](http://www.palmerston.nt.gov.au)

Dear Sir/Madam,

**Exceptional Development Permit Application (PA2017/0153) for 24 x 3 bedroom multiple dwellings in 4 x 2 storey buildings and a commercial development comprising a restaurant with drive-through in a 1 storey building and community-type uses in a 2 storey building on Lot 10288 (3) Tarakan Court, Johnston.**

Thank you for the Concurrent Application referred to this office on 18 May 2017, concerning Lot 10288, 3 Tarakan Court, Johnston.

Council **objects** to the proposed development due to the unacceptable loss in public amenity it being, traffic congestion, waste and litter, and inappropriate activity during night time hours that the commercial aspect will bring to the immediate area.

The following issues are raised for consideration by the Authority:

It is noted that the proposed takeaway drive through component of the development remains largely unchanged from the 2016 rezoning (concurrent application) and as a result Councils issues remain.

To elaborate more on these aspects I provide the following:

**1. Traffic congestion**

Council considers that there is adequate evidence provided by the existing fastfood outlets that the current provisions for queues at some existing fastfood outlets is not adequate and that when queues do reach 99 percentile lengths they should not be permitted to extend onto major roads. Examples of this are the MacDonaldis in the City Centre where queues sometimes extend out onto Palmerston Circuit completely blocking the flow of traffic and the KFC at the Hub where queues are regularly seen blocking access to the Hub off Maluka Drive and blocking the flow of traffic on Maluka Drive.

**2. Waste and Litter**

Commercial areas such as proposed fast food outlets result in increases in litter in the surrounding areas. Litter and general waste is left along road verges and tossed over fences.

**3. Inappropriate Activity**

Fast food outlets open late at night tend to attract noise, vandalism, graffiti, and general nuisance. Council considers that the residents and property owners in the immediate area did not purchase/rent their properties with the expectation that amenity levels would be reduced.

If you require any further discussion in relation to this application please feel free to contact me on 8935 9923.

Yours sincerely

Mark Spangler  
Director of Technical Services



FARRAR BOULEVARD STREETVIEW

EDP RESIDENTIAL DEVELOPMENT  
MITCHELL SPRINGS  
3 TARAKAN COURT JOHNSTON





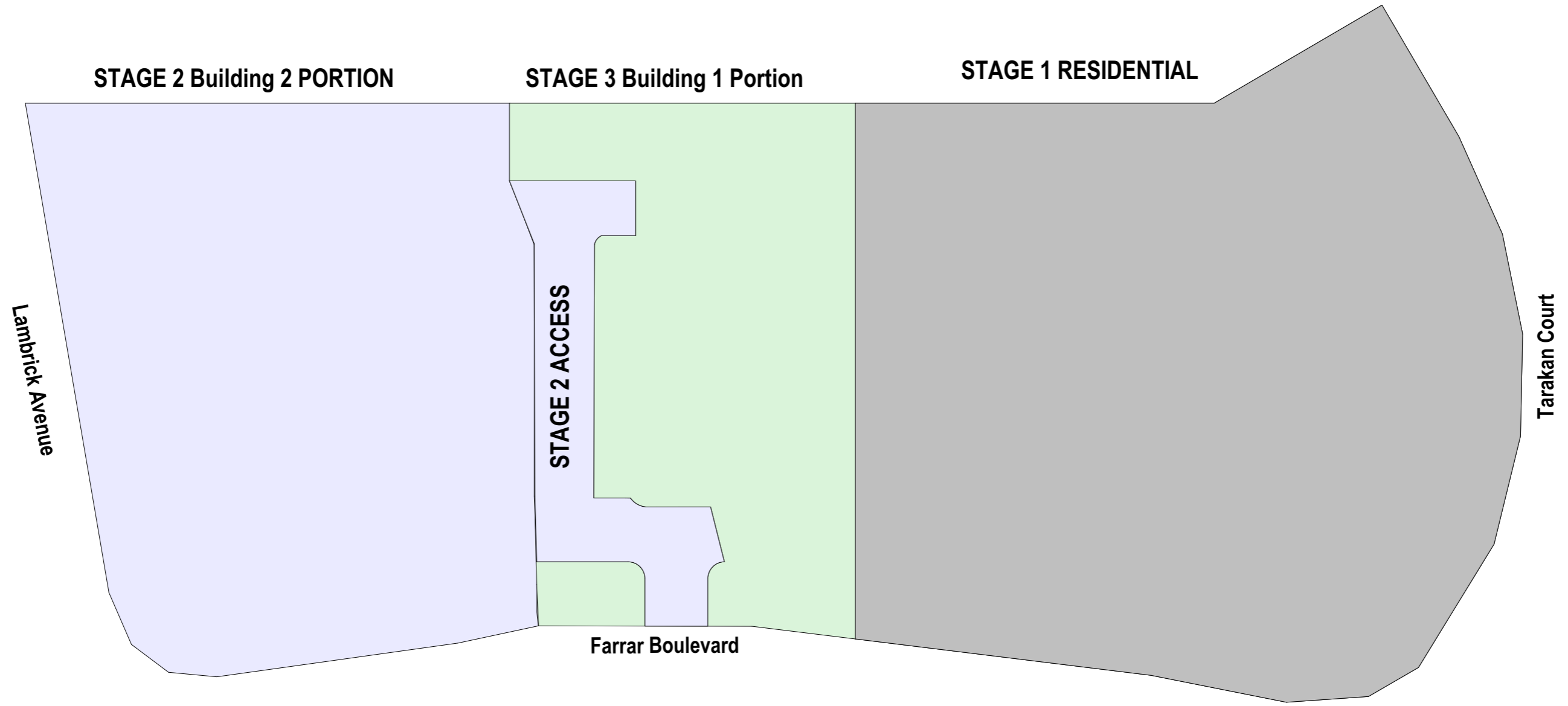
**LANDSCAPING LEGEND**  
 LAWN AREA : QUEENSLAND BLUE COUCH  
 TURF  
 NOTE : All mulches & trees species denoted are subject to seasonal availability. Similar alternative may be used to suit.  
 Plant Legend:  
 Denotes Shade Tree 5-15m in Height

**LANDSCAPING & IRRIGATION**  
 ALL LANDSCAPING & IRRIGATION ON THE VERGE ARE TO MEET THE REQUIREMENTS & GUIDELINES OF PALMERSTON CITY COUNCIL, DOT & DLPE  
 NOTE : NO TREES PROPOSED ON THE VERGE

**Total Development**  
 Pedestrian Access & Thoroughfare for development  
 Sheltered Walkways & Pedestrian Crossing & Sun Shade  
 Balance between ample parking, Landscaping & wide Pathways  
 EDP Approved Uses for local amenity

Total Site Plan 1  
 1:500 -

	Project: <b>Mitchell Springs</b> Client: Zest Projects Address: 3 Tarakan Court Johnston Darwin NT 0810	Drawing: <b>Site Layout</b>	Drawn: EC	Checked: DA
			Project Date: 29.03.2017	Sheet No: 1 of 12
			Job No: TK_EDP	Sheet Size: A3



**DEVELOPMENT STAGING:**

- 1 RESIDENTIAL (CURRENTLY UNDER CONSTRUCTION)
- 2 Building 2 DRIVE THROUGH, ASSOCIATED PARKING & ACCESS STAGE
- 3 CENTRAL BUILDING 1 & ASSOCIATED PARKING PORTION

Proposed Development Staging  
1:500

3

-

	Project: <b>Mitchell Springs</b>	Drawing: <b>Development Staging Proposed</b>	Drawn: EC	Checked: DA
	Client: <b>Zest Projects</b>		Project Date: 29.03.2017	Sheet No: 2 of 12
	Address: <b>3 Tarakan Court Johnston Darwin NT 0810</b>		Job No: <b>TK_EDP</b>	Sheet Size: A3

MITCHELL SPRINGS  
3 TARAKAN COURT JOHNSTON



**Building 1**

784m2 over Two Storeys

Uses to be exclusive to:

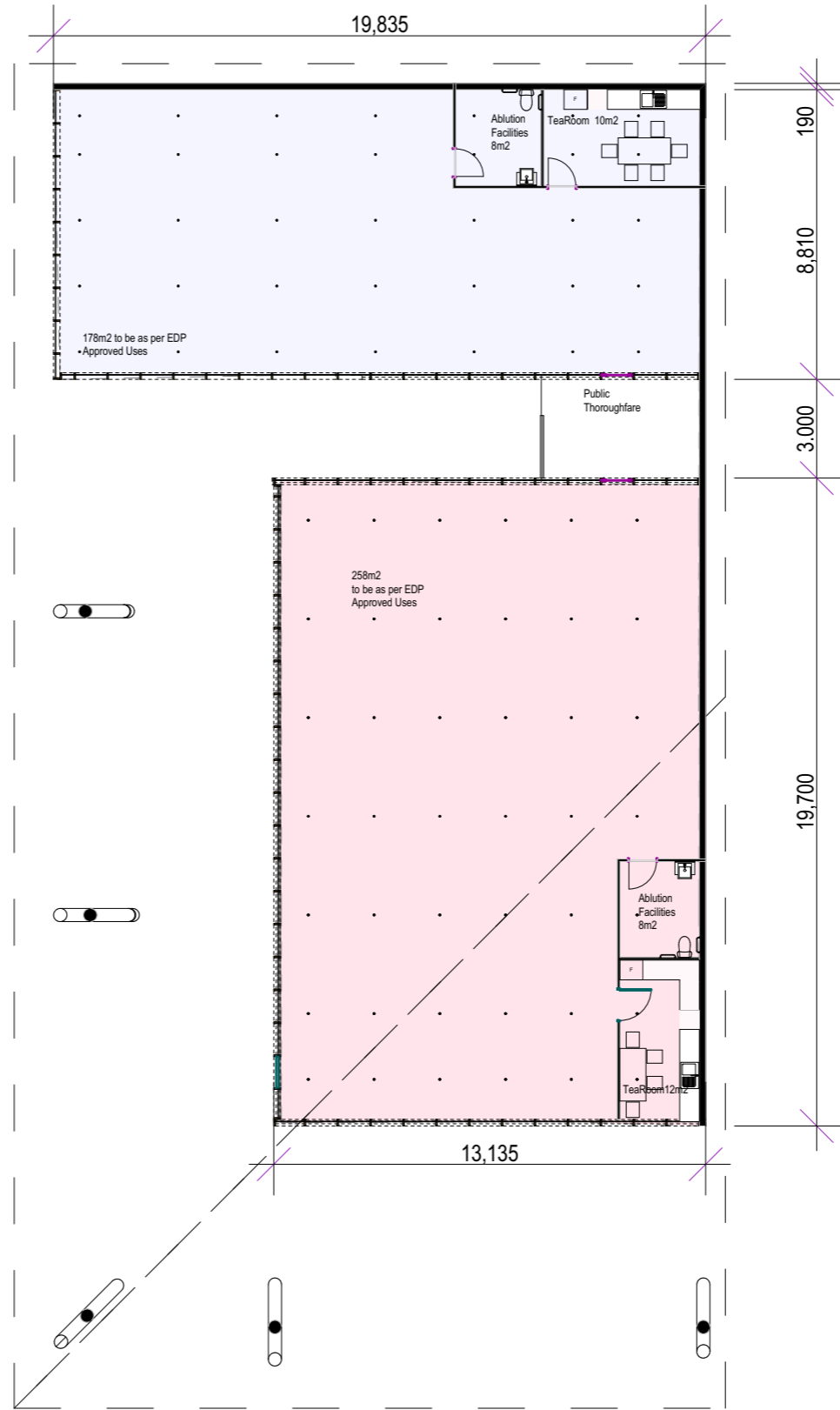
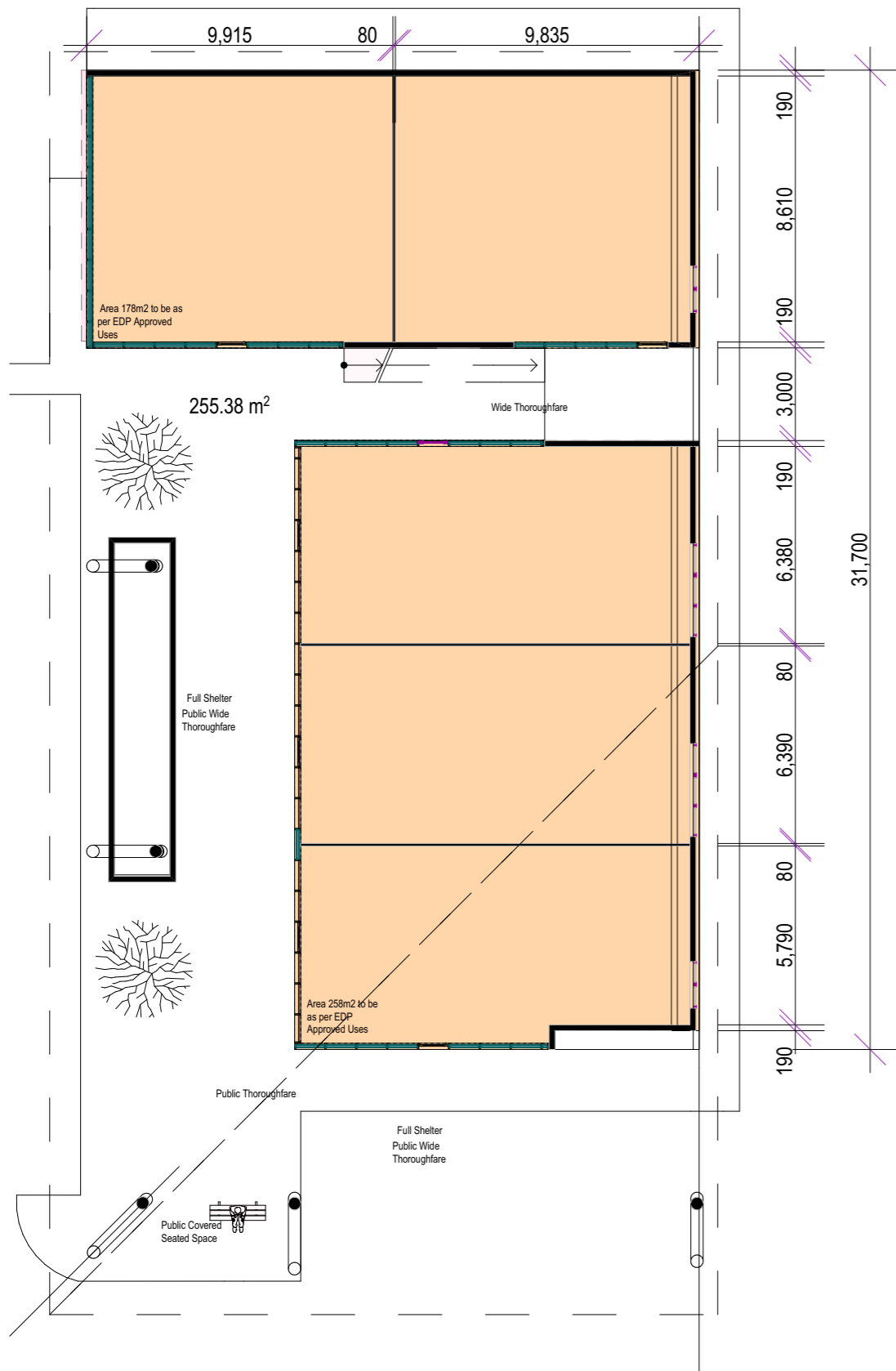
- Childcare
- Support Accommodation
- Remediation Therapies that may be tied to Paraquad / Venture Housing support for the immediate community
- Education establishment
- Community Room/Centre
- Plant Nursery
- Occupational Therapy
- Veterinary Clinic

Total Ablution & TeaRooms = 88m2

**Total Building Area = 872m2**

**Max Building Height 9.5m**

**Total Building Parks Provided = 35 (>4 per 100m2)**



**Building 1 GF Plan**  
1:200

2  
-

**Building 1 Level 2**  
1:200

1  
-

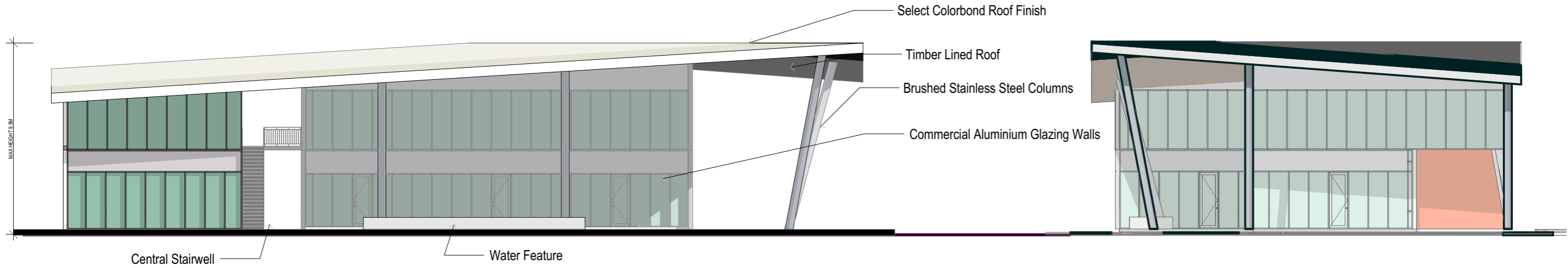


Project:  
**Mitchell Springs**  
Client:  
**Zest Projects**  
Address:  
**3 Taran Court Johnston  
Darwin NT 0810**

Drawing:  
**Building 1 Plans -EDP Approved Uses**

Drawn: EC	Checked: DA
Project Date: 29.03.2017	Sheet No: 3 of 12
Job No: TK_EDP	Sheet Size: A3
	Revision: A



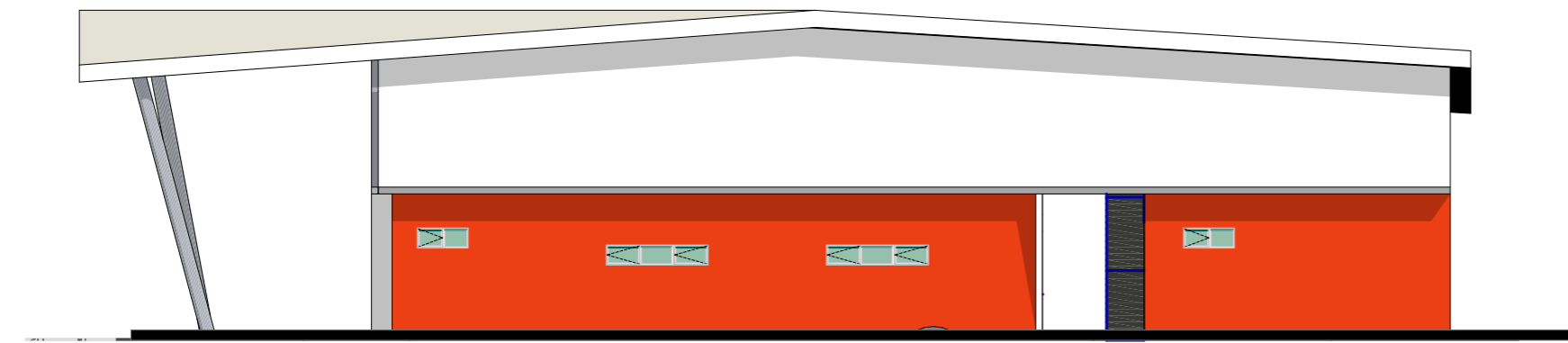


Building 1 South Elevation  
1:200

2
-

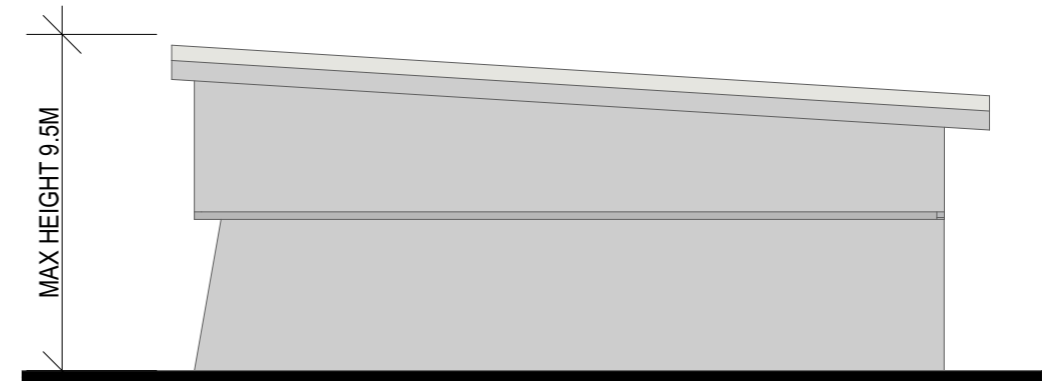
East B1 Elevation  
1:200

4
-



North Elevation Building Commercial  
1:200

3
-



West B1 Elevation  
1:200

1
-



Project:  
**Mitchell Springs**  
Client:  
**Zest Projects**  
Address:  
**3 Taran Court Johnston  
Darwin NT 0810**

Drawing:  
**Building 1 Elevations - Office & Commercial**

Drawn: EC	Checked: DA
Project Date: 29.03.2017	Sheet No: 4 of 12
Job No: TK_EDP	Sheet Size: Revision: A3 A

DRIVE THROUGH RESTAURANT  
MITCHELL SPRINGS  
3 TARAKAN COURT JOHNSTON



**DRIVE THROUGH MC DONALD'S RESTAURANT**

Total Restaurant = 406m<sup>2</sup> = 25 Parks  
 Queuing Area requires 10 spaces

Total Ablution & Tea Rooms = 150m<sup>2</sup>

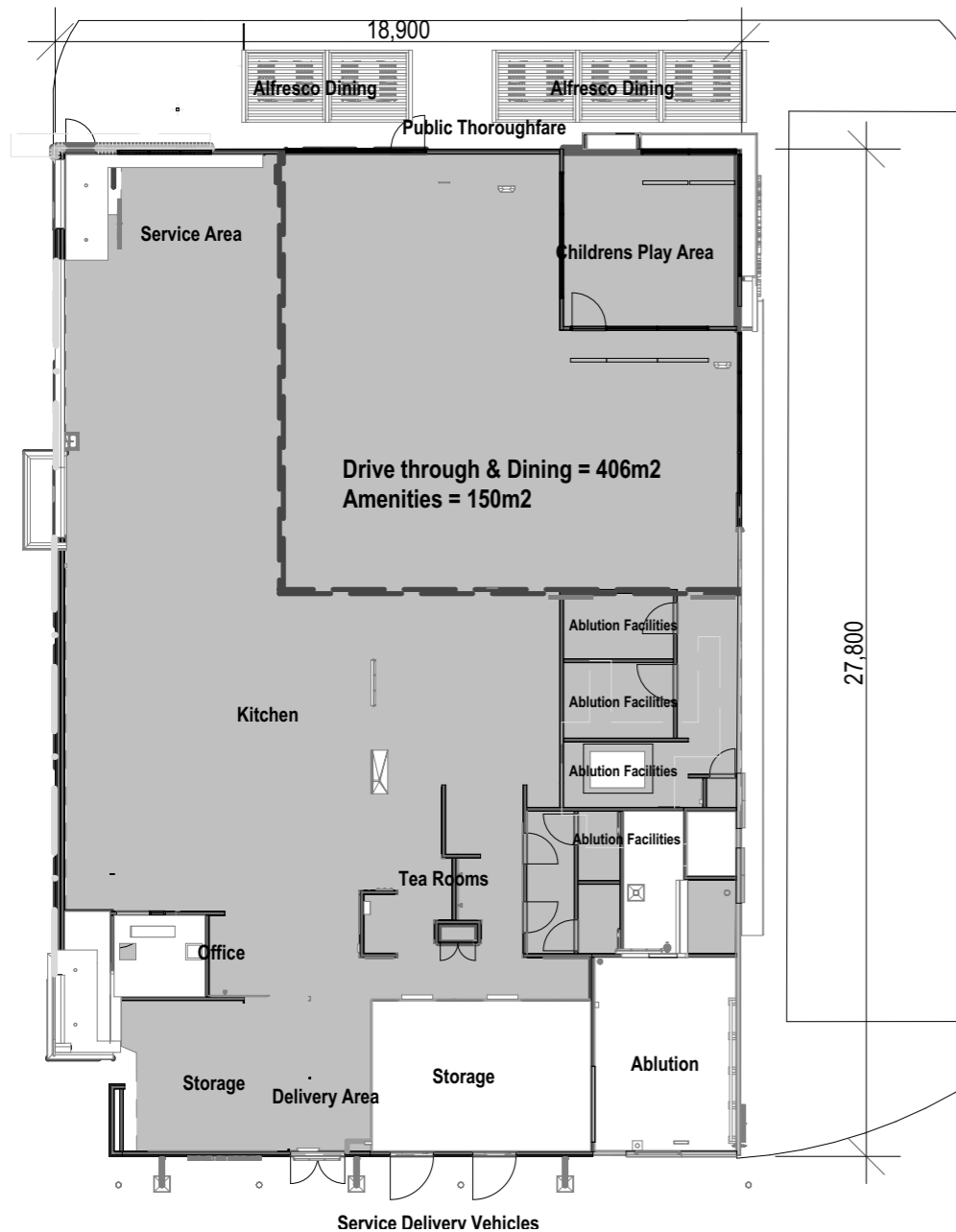
**Total Building Area = 556m<sup>2</sup>**

**Max Building Height 8m**

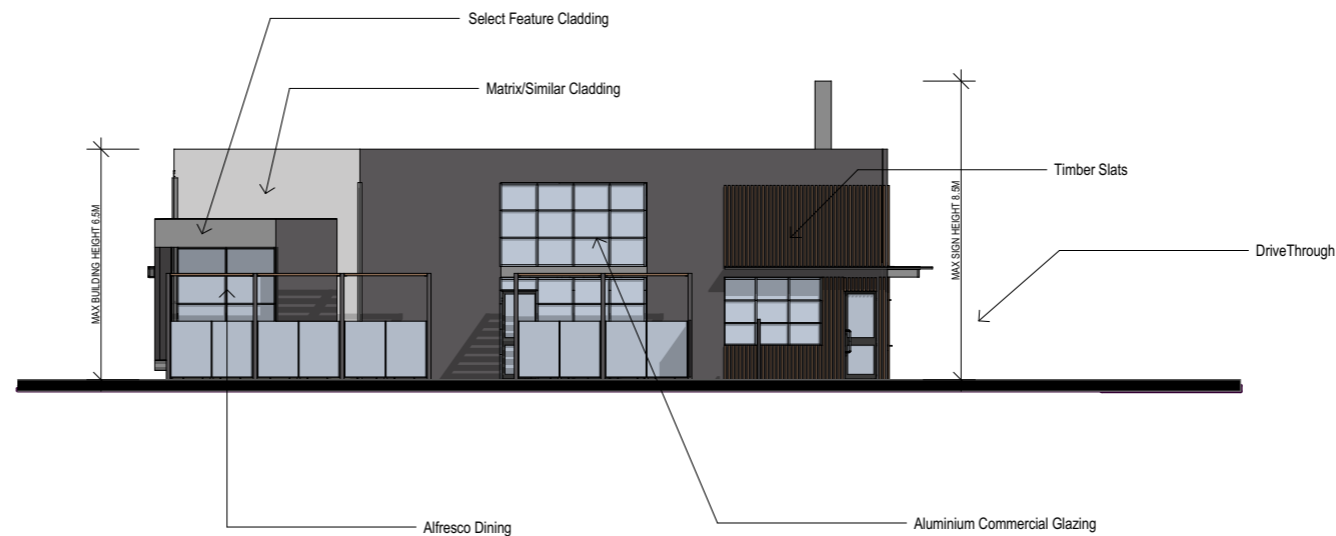
**Total Building Parks Required = 25 + 10 Queuing**

**Design Features:**

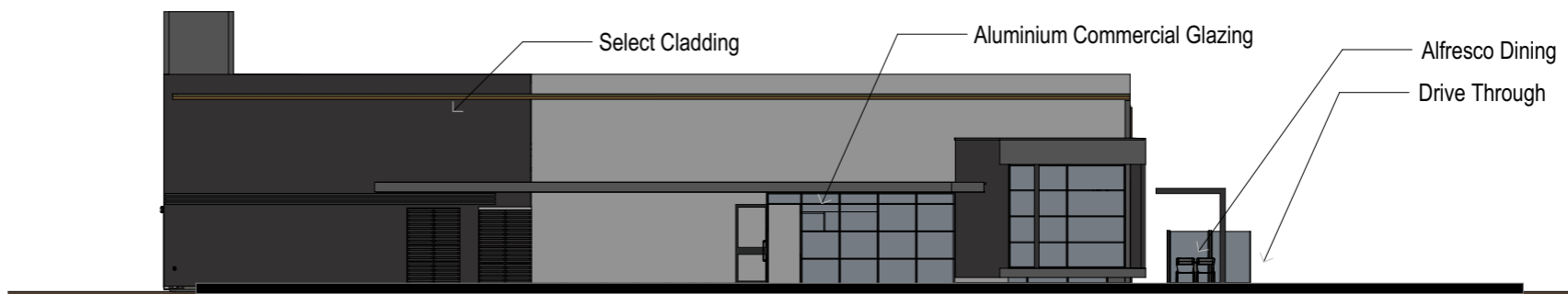
- Double the required Queuing, Waiting & Loading Areas
- Low Building height with Articulation
- Buffer Landscaping
- Alfresco Area
- Interesting Streetscape



Building 2 Ground Floor Plan  
 1:200 | 4



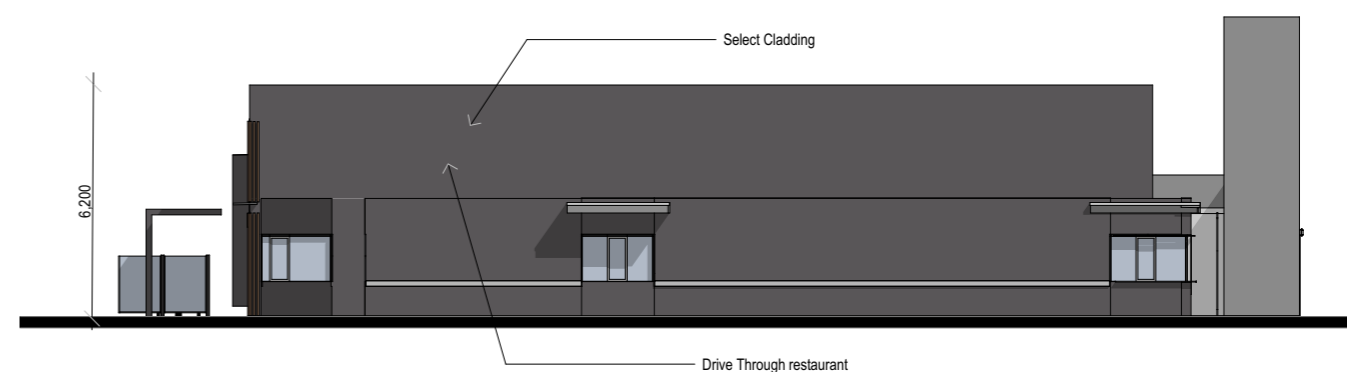
B2 West Elevation  
 1:200 | 1



B2 North Elevation  
 1:200 | 2



B2 East Elevation  
 1:200 | 3



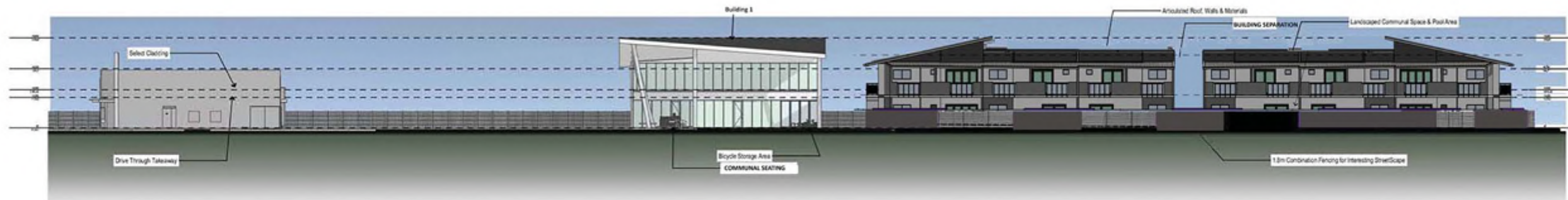
B 2 South Elevation  
 1:200 | 3



Project:  
**Mitchell Springs**  
 Client:  
**Zest Projects**  
 Address:  
**3 Taran Court Johnston  
 Darwin NT 0810**

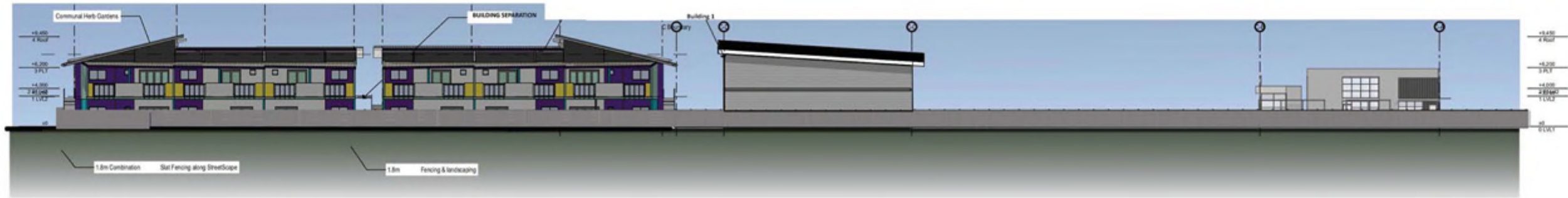
Drawing:  
**Building 2 Drive Through Restaurant**

Drawn: EC	Checked: DA
Project Date: 29.03.2017	Sheet No: 5 of 12
Job No: TK_EDP	Sheet Size: A3
	Revision: A



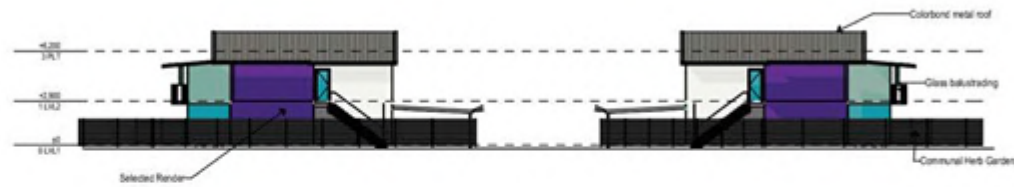
1

Farrar Boulevard View  
1:500



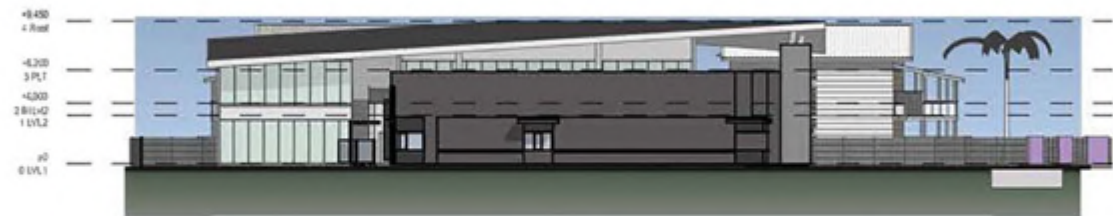
2

View from Lot 10286  
1:500



3

Tarakan Court View  
1:500



4

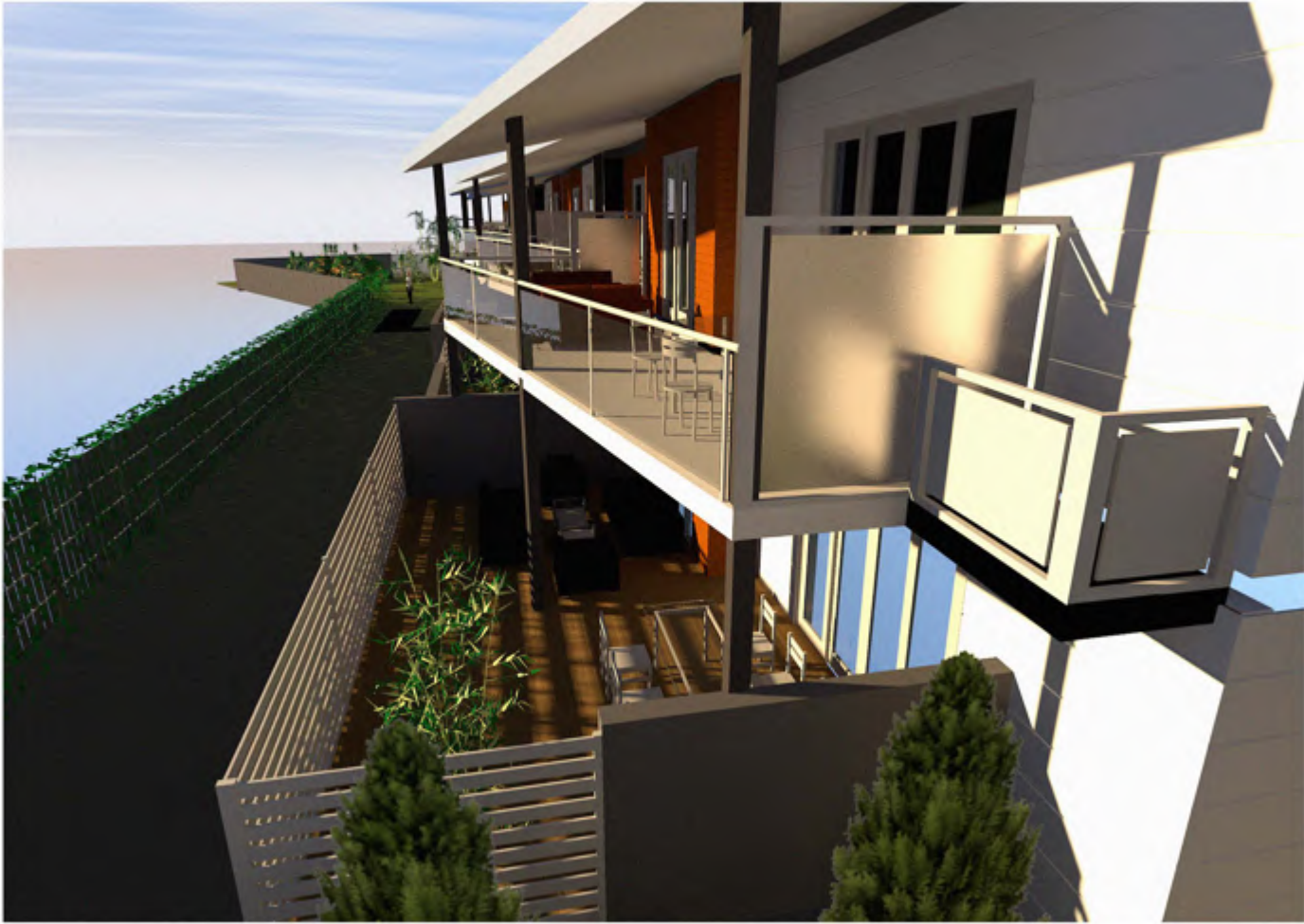
Lambrick Ave View  
1:500



Project:  
**Mitchell Springs**  
Client:  
**Zest Projects**  
Address:  
**3 Tarakan Court Johnston  
Darwin NT 0810**

Drawing:  
**Street elevations**

Drawn: EC	Checked: DA
Project Date: 29.03.2017	6 of 12
Job No: TK_EDP	Sheet Size: A3
	Revision: A



VERANDAH & COMMUNAL HERB GARDENS



POOL & SUN DECKING AREA

RESIDENTIAL DEVELOPMENT  
MITCHELL SPRINGS  
3 TARAKAN COURT JOHNSTON



**Residential Portion Lot  
4475m<sup>24</sup> x 2 Storey  
Residential Buildings**

Units : 24 x 3 Bed Units

- =4 X 3 Bed Type A - 112.75m<sup>2</sup>
- =8 x 3 Bed Type B - 101.2m<sup>2</sup>
- =8 x 3 Bed Type C- 100.58m<sup>2</sup>
- =4 x 3 Bed Type D - 112.75m<sup>2</sup>

**Open Spaces:**

All GF POS >45m<sup>2</sup> (inc 5m x 5m Area)  
All FF POS >12m<sup>2</sup> (inc 4m x 2.8m Area)

**Car Spaces :**

2 P/Unit  
Required 48 Spaces  
Provided 48 Spaces

All Carparks are:  
- >3m setback from boundary  
- 2.5m x 5.5 Typ

**Setbacks are as Required by Part4:**

**Farrar:**  
- 8m Primary Building Setback  
- 6.5m Balcony Setback

**West Boundary**  
-3.5m Primary Building Setback  
-3.5m Balcony Setback

**Tarakan Setback**  
-2.5m Primary Building Setback  
-2.5m Balcony Setback

**Lambrick Avenue Setback**  
-2.5m Primary Building Setback  
-2.5m Balcony Setback

**Design Considerations:**

- Fencing Varied ChainMesh, Pool & Slats
- Landscaped Amenity Areas
- Material & Articulation Variation in Roof Walls & Setbacks



**Farrar Boulevard**

**Attachment B**

**Fencing**  
**Farrar & Tarakan Residential Street Frontage:**  
- 1.8m Combination Pool & Slat Fencing

**Lambrick fenced sections**  
- 1.8m Acoustic fencing

**Boundary between lot 10288 & 10286**  
- 1.8m existing Chain Mesh Fencing

**Mitchell Springs**

3 Tarakan Court Johnston  
Darwin NT 0810

**Residential Site Ground Floor Plans**

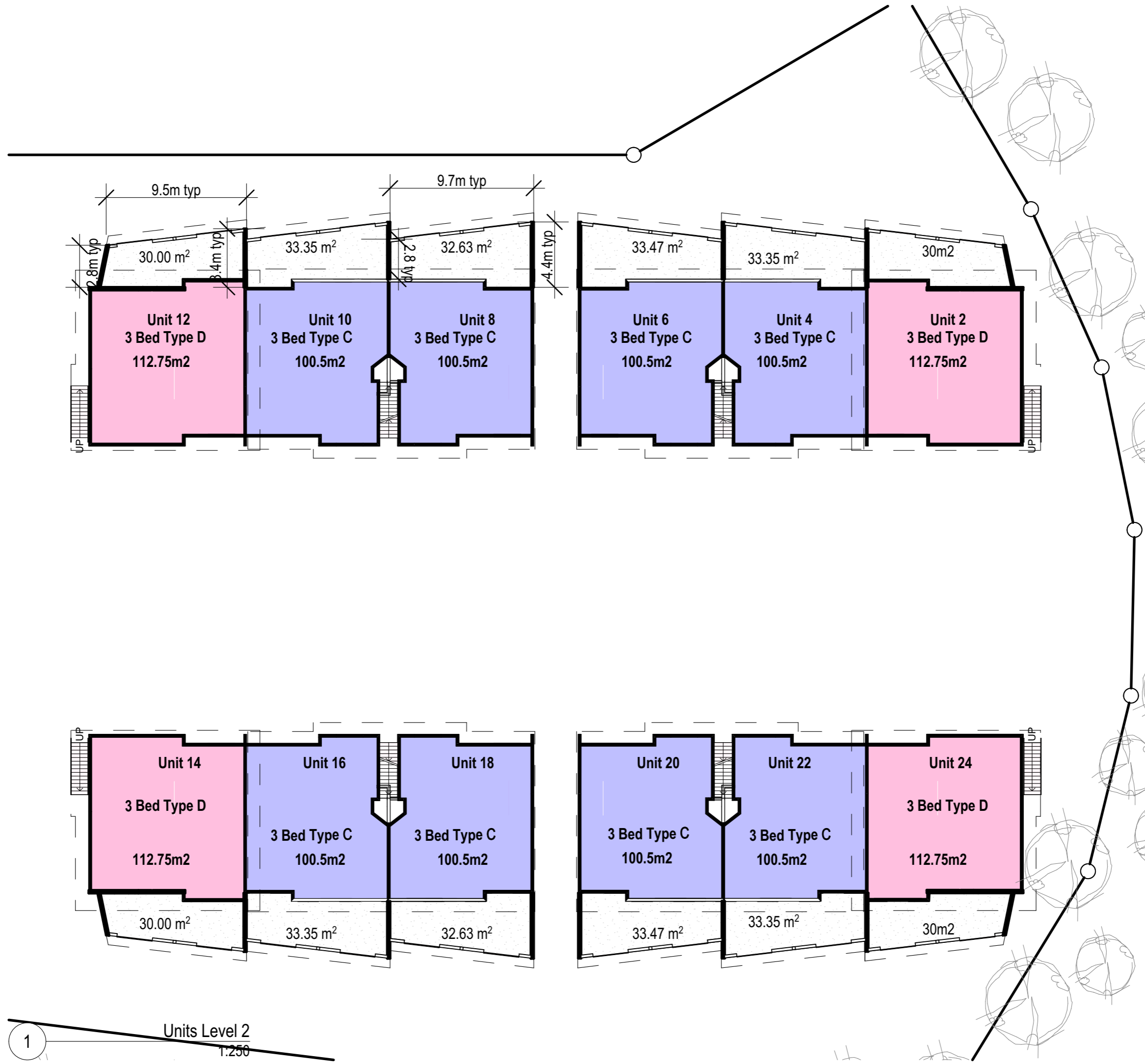
**Development Application TK\_EDP**



Date: Mar 2017	Drawn: EC	Checked: DA
Scale: As Shown	7 of 12	Revision A:

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1 Units Level 2  
1:250

**Mitchell Springs**

3 Taran Court Johnston  
Darwin NT 0810

**Residential Site First Floor Level**

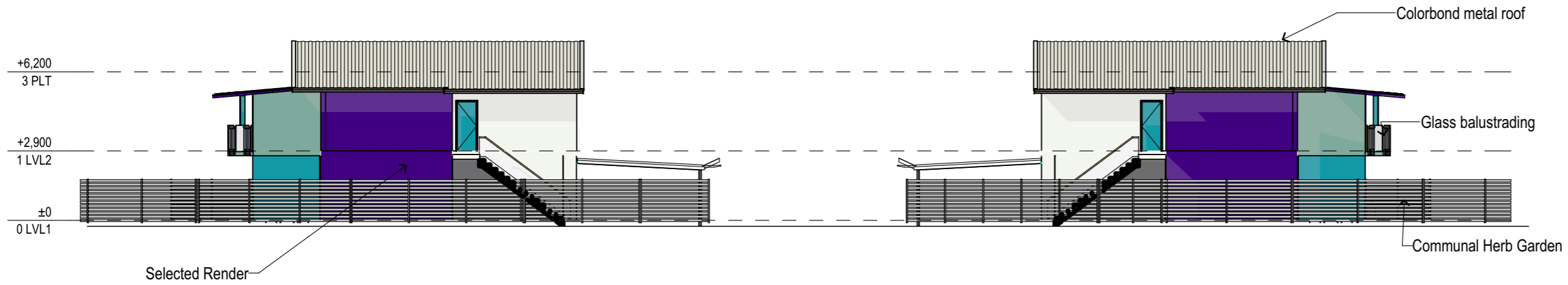
**Development Application  
TK\_EDP**



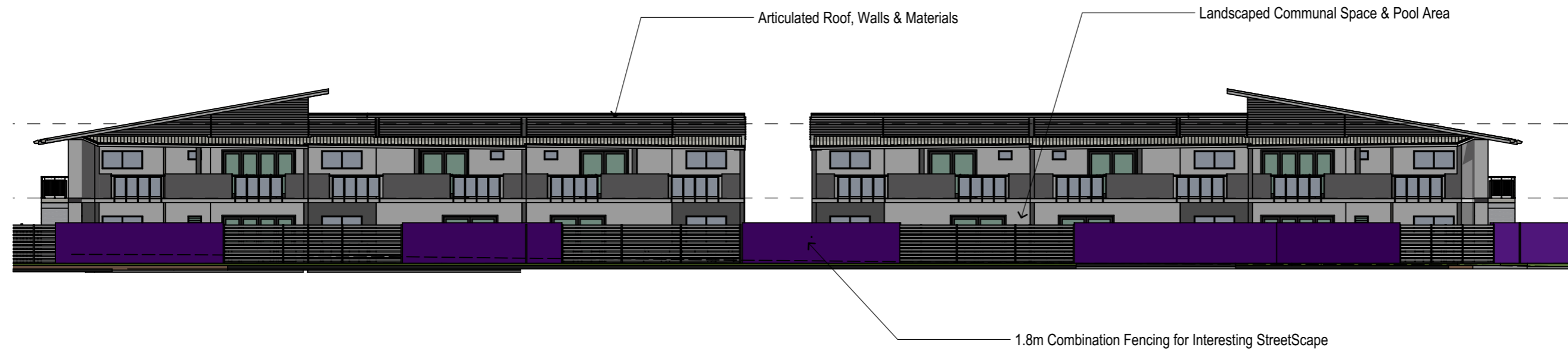
Date: Mar 2017	Drawn: EC	Checked: DA
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**North Elevation**  
1:200



**East Elevation**  
1:200

**Mitchell Springs**

3 Tarakan Court Johnston  
Darwin NT 0810

**Residential  
Elevations 1**

**Development  
Application  
TK\_EDP**

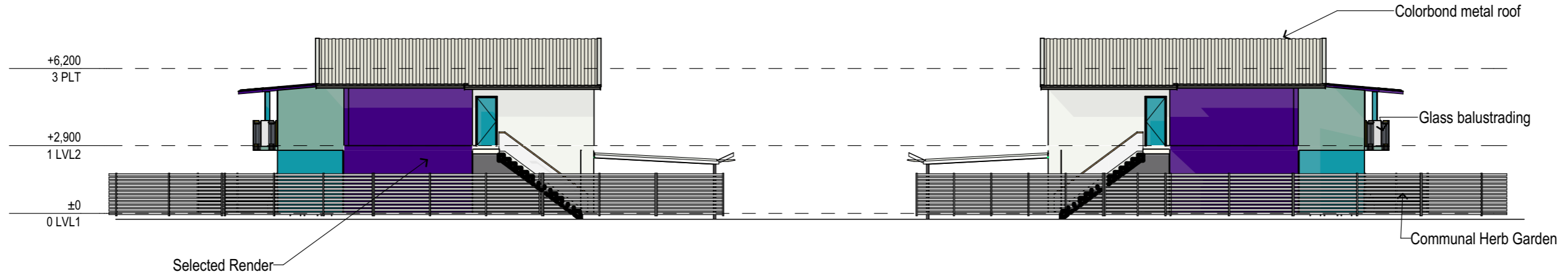


Date: Mar 2017	Drawn: EC	Checked: DA
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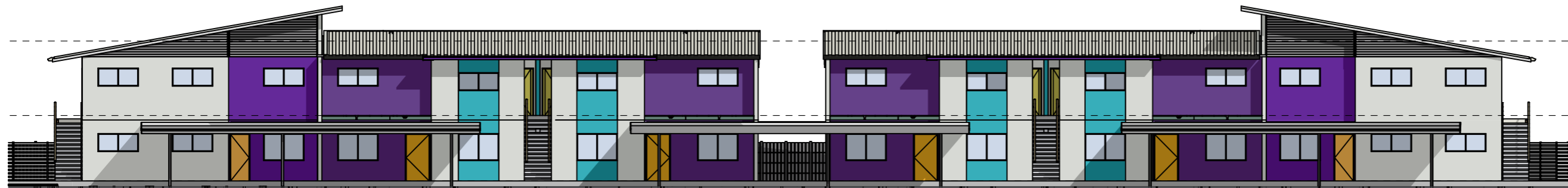




4 North Elevation  
1:200



4 West View  
1:200



1 Residential Internal West view  
1:200

**Mitchell Springs**

3 Taran Court Johnston  
Darwin NT 0810

**Residential  
Elevations 2**

**Development  
Application  
TK\_EDP**

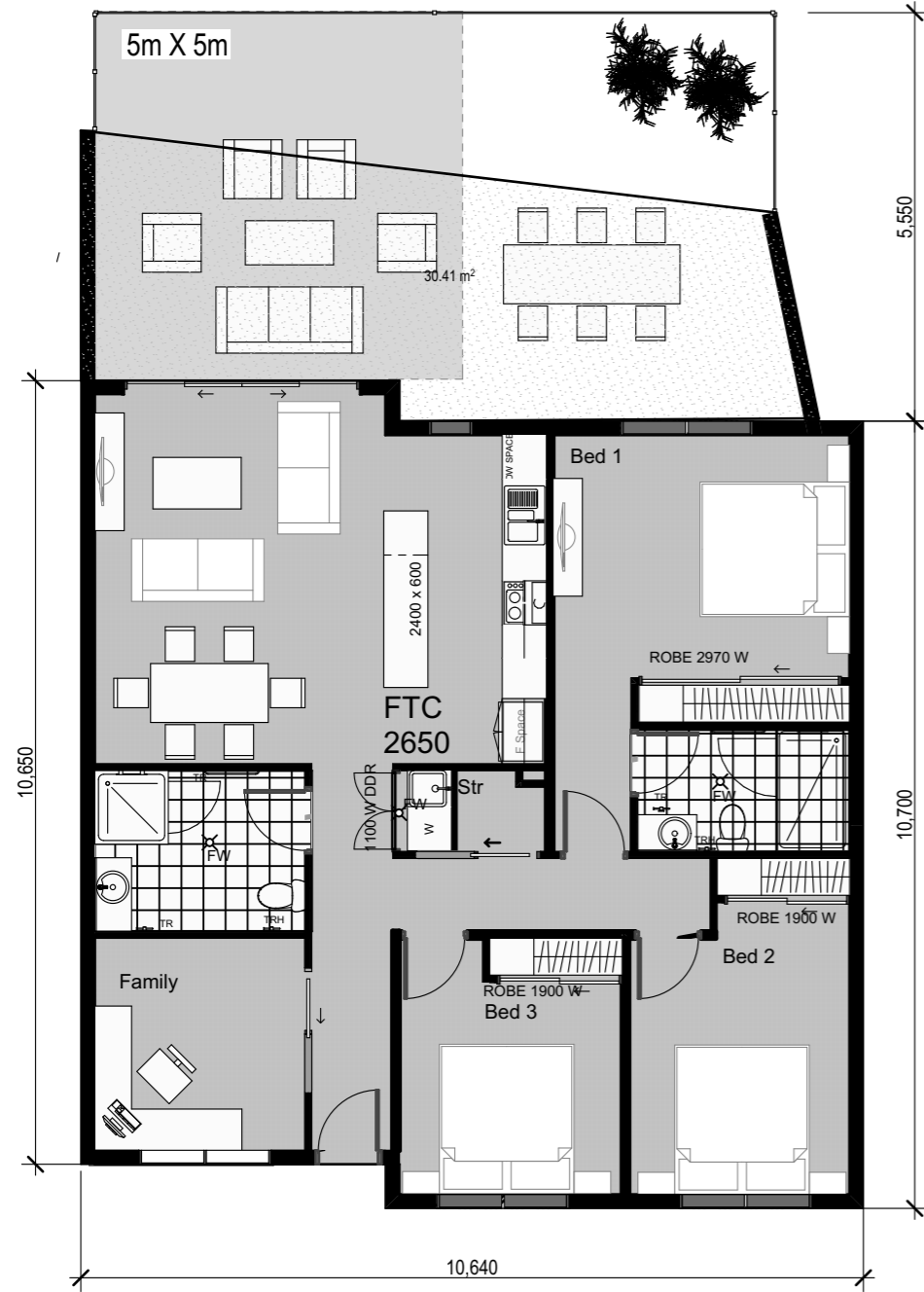


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**POS Screening:**  
 Internal tenancies to have 1700mm High solid fence.  
 Refer Site Plan for exact POS & coverage for each Unit  
 Minimums illustrated on Unit Plans



1 3 Bedroom Unit type A - 4 of 1:100



2 3 Bedroom Units Type B - 8 of 1:100

**Mitchell Springs**

3 Taran Court Johnston  
 Darwin NT 0810

**Unit Layout Plans Type  
 A & B**

**Development  
 Application  
 TK\_EDP**



Date: Mar 2017	Drawn: EC	Checked: DA
Scale: As Shown	11 of 12	Revision A:

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**POS Screening:**  
 Internal tenancies to have 1700mm High solid fence.  
 Refer Site Plan for exact POS & coverage for each Unit  
 Minimums illustrated on Unit Plans



2 Type C - 8 of 1:100



2 3 Bedroom Units Type D - 4 of 1:100

**Mitchell Springs**

3 Taran Court Johnston  
 Darwin NT 0810

**Unit Layout Plans Type C&D**

**Development Application TK\_EDP**



Date: Mar 2017	Drawn: EC	Checked: DA
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<b>ITEM NUMBER:</b>	13.1.5	Development Application - Variation - Changes to the development approved by DP17/0046 resulting in 14 x 2 and 22 x 3 bedroom multiple dwellings, ground level commercial and office tenancies and a car parking facility in an 8 storey building in 2 stages on Lot 9609 & 10024 (11) The Boulevard and (7) Palmerston Circuit, Palmerston City
<b>FROM:</b>		Director of Technical Services
<b>REPORT NUMBER:</b>		8/1184
<b>MEETING DATE:</b>		6 June 2017

---

**Municipal Plan:**

2. Economic Development

2.3 City Planning

2.3 We are committed to effective and responsible city planning which balances and meets both residential and commercial needs in our community

3. Environment & Infrastructure

3.2 Assets and Infrastructure

3.2 We are committed to maintaining and developing community assets and infrastructure which meet the needs of our community

**Summary:**

This report outlines issues to be considered by Council in regard to the development application lodged for a variation consisting of changes to the development approved by DP17/0046 resulting in 14 x 2 and 22 x 3 bedroom multiple dwellings, ground level commercial and office tenancies and a car parking facility in an 8 storey building in 2 stages on Lot 9609 & 10024 (11) The Boulevard and (7) Palmerston Circuit, Palmerston City.

**Applicant:** One Planning Consult

**RECOMMENDATION**

1. THAT Council receives Report Number 8/1184.
2. THAT Council endorses **Attachment A** to Report Number 8/1184.

## Background:



Source: NT Atlas and Spatial Data Directory

The lot is contained within Zone CB (Central Business). The subject site is central to the Palmerston CBD and is surrounded by Zone CB (Central Business) containing both developed and undeveloped sites.

### **Site History**

While the application includes Lot 9609, only part of the lot is applicable to the development. An application to subdivide Lot 9609 and realign boundaries of the lot to accommodate the proposed development was approved via DP17/00018.

The original development approved via DP17/0046 was approved in February 2017 for the purpose of a mixed use development comprising 12 x 2 and 24 x 3 bedroom multiple dwellings, ground and first floor commercial tenancies and a car parking facility in an 8 storey building plus one level of basement car parking.

### **Proposed Variation:**

The application seeks planning approval for a variation consisting of changes to DP17/0046 in order to stage development, delete basement, reconfigure part first floor to add car bays and minor changes to the façade of the building. The proposed changes are generally consistent with development as approved under DP17/0046, however the changes to the parking layout and removal of office areas at first floor requires consent.

The basement is removed following the advice from Douglas Partners Pty Ltd (Geotechnics, Environment and Ground water) regarding limitations associated with primary geotechnical hazards and issues associated with excavation and construction of a basement. There are no proposed changes to levels 2 to 7 of the development as approved under DP17/0046.

The applicant now proposes to stage the development. The staging of development proposes to allow the issuing of occupancy permit at the completion of each stage. The proposed stages are as follows:

**Stage 1:**

- Completion of ground to level 6 car parking facility;
- Completion of 2 office tenancies (T1 and T2) at ground floor; and
- 2 lifts facilities.
- 

**Stage 2:**

- Completion of retail tenancies (T3 to T5) at ground floor;
- Completion of level 2 to 7 of residential dwellings; and
- Completion of landscaping.

**General:**

Palmerston City Centre MasterPlan

Variation assessment:

The proposed variation remains in alignment with the Palmerston City Centre MasterPlan as per previous comments. While the alteration to the first floor remove part of the commercial component, the proposal remains a mixed-use development in its entirety.

Original Application Comments:

*The proposed development seeks to advance the Palmerston City Centre Masterplan. Specifically, the proposed development has been prepared in consideration of the requirements and vision of the Draft Palmerston City Centre Planning Framework, Palmerston City Centre Master Plan and Palmerston City Centre Parking Strategy.*

*Specifically, the City Centre Parking Strategy identifies the subject site as suitable location for a multi storey car park facility (see extract of City Centre Parking Strategy below). The principles guiding the provision of a multistorey carpark in the City Centre as outlined in the City Centre Parking Strategy and greater Master Plan include the establishment of a multi-storey car parks to replace ground or grade level car parking to be contained in mixed use developments, providing for an active ground floor and are designed for long term adaptability to other uses.*



Extract: Palmerston City Centre Parking Strategy

*The proposal seeks to achieve these principals and the integration of the car parking facility into the building of mixed use development promotes elements of good urban design principles whilst facilitating both active frontages and attractive facades to the streetscape.*

*It is noted the design of the development caters for the provision of multistorey car parking tower integrated with residential, commercial and residential land uses. With regards to setbacks it is acknowledged that a part setback for the North-Eastern boundary has occurred on upper levels. In this particular case, it is acknowledged that a larger setback on all boundaries of the upper levels would have removed the opportunity to provide for a car parking structure suitable to achieve the intent of the Master Plan, however the design seeks to provide upper level facades that seek to advance the purpose of the Master Plan and commendable tropical design by allowing cross ventilation through the building on upper floors.*

*The lack of adjacent higher order developments has made the assessment of tower separation difficult, however it is noted that the adjacent site, if developed in the future for a higher order use, will have the opportunity to provide a design that achieves adequate tower separation.*

### **Car Parking on Site**

#### Variation assessment:

It is noted that the proposed variation removes the basement car parking and alteration to the first floor have now accommodated this car parking by reducing the commercial component on the first floor.

It is noted that the variation remains in compliance with the car parking rates in the NT Planning Scheme for the development as a whole and remains in compliance with parking rates identified in the Palmerston City Centre Masterplan Parking Strategy, from which the development concept (mixed use parking structure) arises.

It is noted that the first floor alterations reduce the required car parking for the retail/commercial and residential component of development from 130 (original) to 110 (variation) car parking spaces in accordance with the NT Planning Scheme and from 87 (original) to 77 (variation) spaces under the Palmerston City Centre Parking Strategy. Overall the development provides for 486 car parking spaces (when including the multistorey carpark)

#### Original Application Comments:

*It is noted that the proposal complies with the car parking rates in the NT Planning Scheme for the development. Furthermore, the proposal also complies with parking rates identified in the Palmerston City Centre Masterplan Parking Strategy, for which the development concept (mixed use parking structure) arises from. While the allocation of car parks for the retail/commercial and residential component of development may be below those rates in the NT Planning Scheme (109 car parks provided where 130 car parks are required) they do comply with the rates within the Palmerston City Centre Parking Strategy (109 car parks provided where 87 car parks are required). It is noted the access to available parking by users (via the multi storey car parking structure) will alleviate any possible parking issues on the site as a whole. Furthermore, any shortfall that may occur from the retail/commercial and residential component will be captured and addressed by the balance of the provisions of the Car Parking Strategy and city centre improvement levy upon implementation in the future.*

### **Other comments**

In addition to the above comments, a number of standard conditions have also been provided in Council's comment on the application.

**Financial Implications:**

There are no financial implications for Council as a result of this proposal.

**Legislation/Policy:**

There are no legislation or policy implications for Council as a result of this proposal.

**Recommending Officer:** Mark Spangler, Director of Technical Services

Any queries on this report may be directed to Mark Spangler, Director of Technical Services on telephone (08) 8935 9958 or email [mark.spangler@palmerston.nt.gov.au](mailto:mark.spangler@palmerston.nt.gov.au)

**Author:** Gerard Rosse, Manager Planning, Development and Environment Services

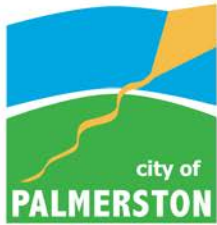
**Schedule of Attachments:**

Attachment A: Council's letter of comment for Development Application – Variation - Changes to the development approved by DP17/0046 resulting in 14 x 2 and 22 x 3 bedroom multiple dwellings, ground level commercial and office tenancies and a car parking facility in an 8 storey building in 2 stages on Lot 9609 & 10024 (11) The Boulevard and (7) Palmerston Circuit, Palmerston City.

Attachment B: Development Drawings and associate documents.







Please include the following reference in all correspondence

ID: \*GR\* 2/06/2017 - P9609 10024

2/06/2017

Mr Anthony Brennan  
Development Assessment Services  
Department of Infrastructure, Planning and Logistics  
GPO Box 1680  
DARWIN NT 0801

Telephone  
(08) 8935 9922

Facsimile  
(08) 8935 9900

Email  
[palmerston@palmerston.nt.gov.au](mailto:palmerston@palmerston.nt.gov.au)

Civic Plaza  
1 Chung Wah Terrace

[www.palmerston.nt.gov.au](http://www.palmerston.nt.gov.au)

Dear Tony

**PA2017/004**  
**Development Application - Lot 9609 & 10024 (11) The Boulevard and (7) Palmerston Circuit, Palmerston**  
**Variation - Changes to the development approved by DP17/0046 resulting in 14 x 2 and 22 x 3 bedroom multiple dwellings, ground level commercial and office tenancies and a car parking facility in an 8 storey building in 2 stages**

---

Thank you for the Development Application referred to this office on 13 January 2017, Lot 9609 & 10024 (11) The Boulevard and (7) Palmerston Circuit, Palmerston. This letter may be placed before Council at its next meeting. Should this letter be varied or not endorsed by Council, you will be advised accordingly.

The following issues are raised for consideration by the Authority:

Council does not object to the granting of a Development Permit for the following reasons and subject to the following:

**a) Palmerston City Centre MasterPlan**

Variation Comments:

The proposed variation remains in alignment with the Palmerston City Centre MasterPlan as per previous comments. While the alteration to the first floor remove part of the commercial component, the proposal remains a mixed-use development in its entirety.

Original Application Comments:

The proposed development seeks to advance the Palmerston City Centre Masterplan. Specifically, the proposed development has been prepared in consideration of the requirements and vision of the Draft Palmerston City Centre Planning Framework, Palmerston City Centre Master Plan and Palmerston City Centre Parking Strategy.

Specifically, the City Centre Parking Strategy identifies the subject site as suitable location for a multi storey car park facility. The principles guiding the provision of a multistorey carpark in the City Centre as outlined in the City Centre Parking Strategy

and greater Master Plan principles include the establishment of a multi-storey car parks to replace ground or grade level car parking to be contained in mixed use developments, providing for an active ground floor and are designed for long term adaptability to other uses.

The proposal seeks to achieve these principals and the integration of the car parking facility into the building of mixed use development promotes elements of good urban design principles whilst facilitating both active frontages and attractive facades to the streetscape.

It is noted the design of the development caters for the provision of multistorey car parking tower integrated with residential, commercial and residential land uses. With regards to setbacks it is acknowledged that a part setback for the North-Eastern boundary has occurred on upper levels. In this particular case, it is acknowledged that a larger setback on all boundaries of the upper levels would have removed the opportunity to provide for a car parking structure suitable to achieve the intent of the Master Plan, however the design seeks to provide upper level facades that seek to advance the purpose of the Master Plan and tropical design by allowing cross ventilation through the building on upper floors.

The lack of adjacent higher order developments has made the assessment of tower separation difficult, however it is noted that the adjacent site, if developed in the future for a higher order use, will have the opportunity to provide a design that achieves adequate tower separation.

### ***b) Car Parking on Site***

#### Variation assessment:

It is noted that the proposed variation removes the basement car parking and alteration to the first floor have now accommodated this car parking by reducing the commercial component on the first floor.

It is noted that the variation remains in compliance with the car parking rates in the NT Planning Scheme for the development as a whole and also remains in compliance with parking rates identified in the Palmerston City Centre Masterplan Parking Strategy, for which the development concept (mixed use parking structure) arises from.

It is noted that the first floor alterations reduce the required car parking for the retail/commercial and residential component of development from 130 (original) to 110 (variation) car parking spaces in accordance with the NT Planning Scheme and from 87 (original) to 77 (variation) spaces under the Palmerston City Centre Parking Strategy. Overall the development provides for 486 car parking spaces (when including the multistorey carpark)

#### Original Application Comments:

It is noted that proposal complies with the car parking rates in the NT Planning Scheme for the development as a whole. Furthermore, the proposal also complies with parking rates identified in the Palmerston City Centre Masterplan Parking Strategy, for which the development concept (mixed use parking structure) arises from. While the allocation of car parks for the retail/commercial and residential component of development may be below those rates in the NT Planning Scheme it is noted the access to available parking by users (via the multi storey car parking structure) will alleviate any possible parking issues on the site as a whole.

Furthermore, any shortfall that may occur from the retail/commercial and residential component will be captured and addressed by the balance of the provisions of the Car Parking Strategy and city centre improvement levy upon implementation in the long term.

***Council comments on issues for which it is the sole responsible authority, under the Local Government Act and associated by-Laws:***

Should this application be approved, the following conditions pursuant to the Planning Act and Councils responsibilities under the Local Government Act are also recommended for inclusion in the Development Permit issued by the Development Consent Authority.

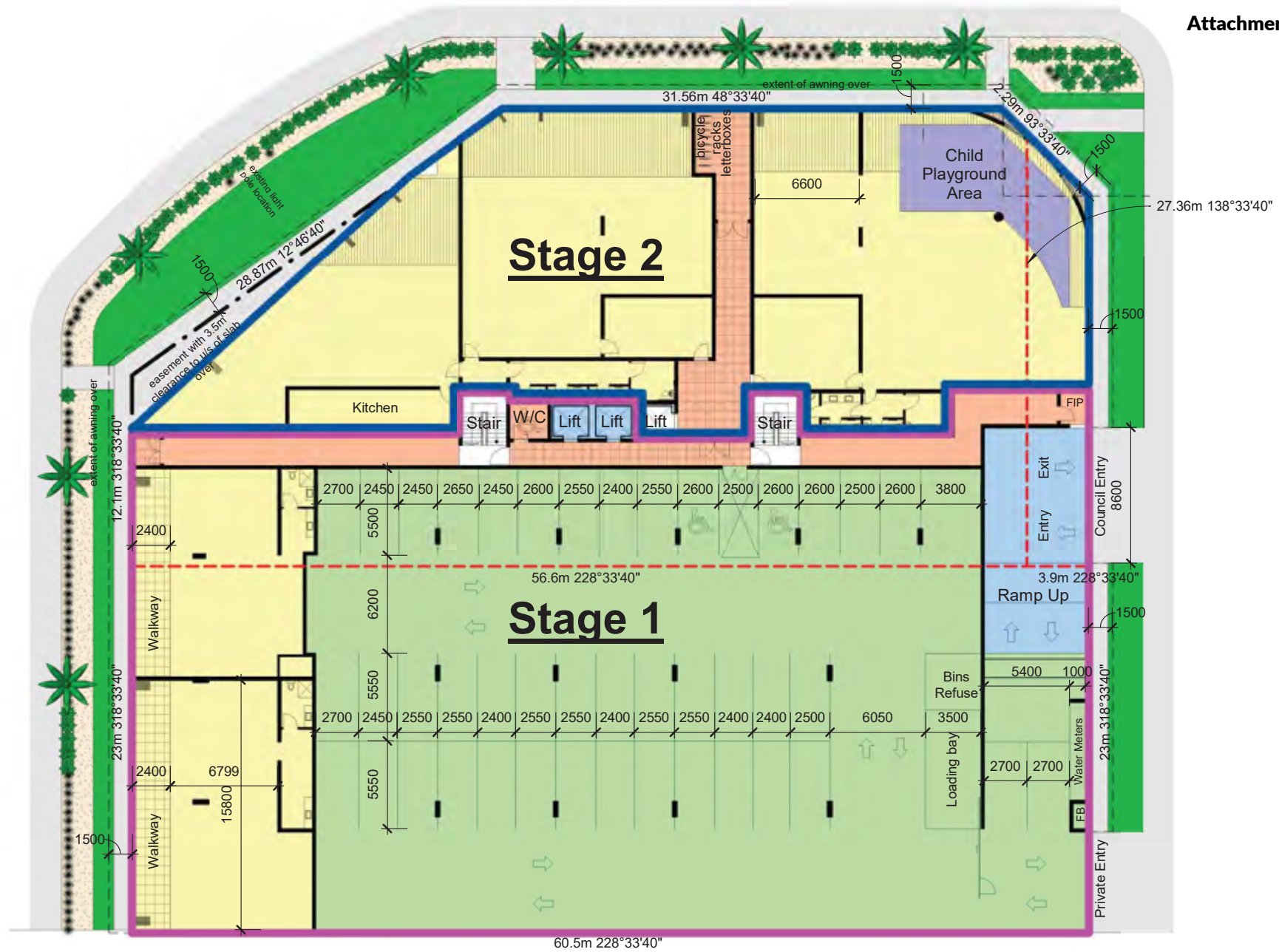
- a) Designs and specifications for landscaping of the road verges adjacent to the property shall be submitted for approval by the Director of Technical Services, City of Palmerston, and all approved works constructed to Council's requirements at the applicant's expense.
- b) The location, design and specifications for proposed and affected crossovers shall be provided to the satisfaction of the Director of Technical Services, City of Palmerston, at no cost to Council.
- c) Kerb crossovers and driveways to the site shall be provided and disused crossovers removed, public footpath and cycleway shall be provided, stormwater shall be collected and discharged into Council's drainage network, and reinstatement works carried out, all to the requirements and satisfaction of the Director of Technical Services, City of Palmerston, at no cost to Council.
- d) Car parking spaces and internal driveways shall meet the requirements of the relevant Australian Standard and be line marked and sealed with an impervious material.
- e) All developments on or adjacent to any easements on site in favour of Council shall be carried out to the requirements and satisfaction of the Director of Technical Services, City of Palmerston.
- f) Waste bin storage and pick up shall be provided in accordance with Council requirements.

If you require any further discussion in relation to this application please feel free to contact me on 8935 9923.

Yours sincerely



Gerard Rosse  
Manager Planning, Development and Environment Services



Staging Plan A  
Proposed Mixed Use Development

**concept designs (N.T.) pty ltd**  
 residential industrial and commercial design  
 dwg no 16024ATH Designer - George Savvas ph 0407720703  
 date 12/05/17 © copyright reserved fax 89412502  
 scale 1 : 250 Proposed Mixed Use Development email gsavvas@bigpond.net.au  
 sheet A127 drawn by KA  
 Lots 10024 & Part Lot 9609, Town of Palmerston



**Stage 1**  
**Ground to Level 6**

**Stage 2**  
**Ground to Level 7**

Staging Plan B

Proposed Mixed Use Development

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sheet A128 gsavvas@bigpond.net.au  
drawn by KA Lots 10024 & Part Lot 9609, Town of Palmerston

# Proposed Mixed Use Development, Inclusive of a 7 Storey Parking Facility, 1 Storey of Retail / Commercial, 14 x 2 Bedroom Apartments & 22 x 3 Bedroom Apartments in a Single 8 Storey Building

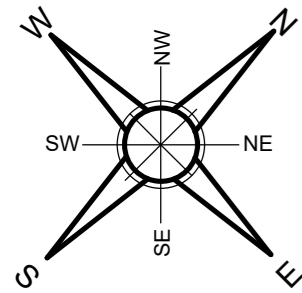
Attachment B

Sheet Number	Sheet Name
A100	Cover Page
A101	Locality Plan
A102	Site Survey Plan
A103	Ground Floor Site Plan
A104	1st Floor Site Plan
A105	2nd Floor Site Plan
A106	3rd Floor Site Plan
A107	4th Floor Site Plan
A108	5th Floor Site Plan
A109	6th Floor Site Plan
A110	7th Floor Site Plan (Podium / Carpark Roof)
A111	Roof Plan
A112	2nd Floor Part Plan
A113	3rd Floor Part Plan
A114	7th Floor Plan
A115	7th Floor Part Plan (Podium / Carpark Roof)
A116	Elevations
A117	Elevations
A118	Elevations
A119	Typical Section
A120	Landscape Plan
A121	Landscape Plan
A122	Perspective
A123	Perspective
A124	Perspective
A125	Perspective
A126	Perspective



Cover Page  
Proposed Mixed Use Development

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 drawn by KA Lots 10024 & Part Lot 9609, Town of Palmerston



Locality Plan

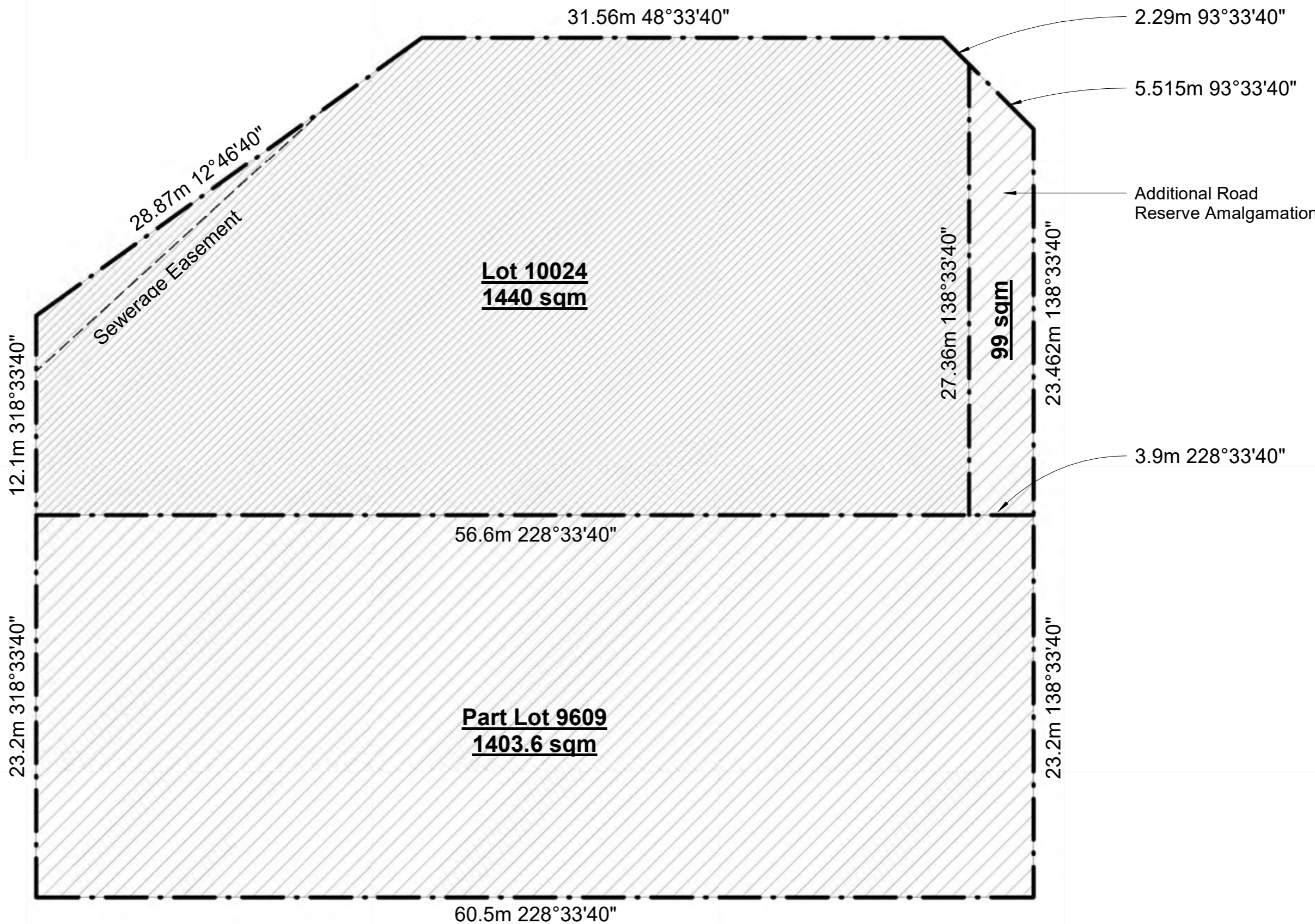
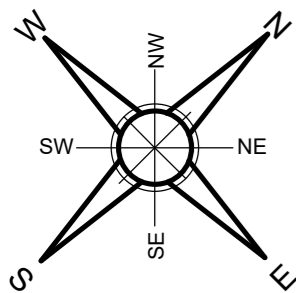
Proposed Mixed Use Development

Tropical Lifestyle Developments

LK Athanasiou Group of Companies

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 Lots 10024 & Part Lot 9609, Town of Palmerston

# Mixed Use Development, Lots 10024 & Part Lot 9609



Site Survey Plan

Proposed Mixed Use Development

LK Athanasiou Group of Companies

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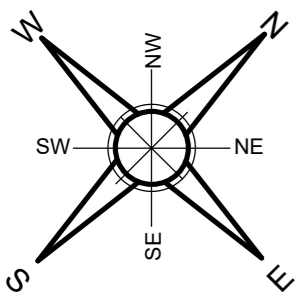
residential	industrial	and	commercial	design
dwg no 16024ATH	<b>Designer - George Savvas</b>	ph	0407720703	
date 12/05/17	<b>© copyright reserved</b>	fax	89412502	
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sheet A102				
drawn by KA				

Lots 10024 & Part Lot 9609, Town of Palmerston



# Mixed Use Development, Lots 10024 & Part Lot 9609

Attachment B



**Areas**

Private Area	2621 sqm
Council Area	110 sqm
Common Area	178 sqm

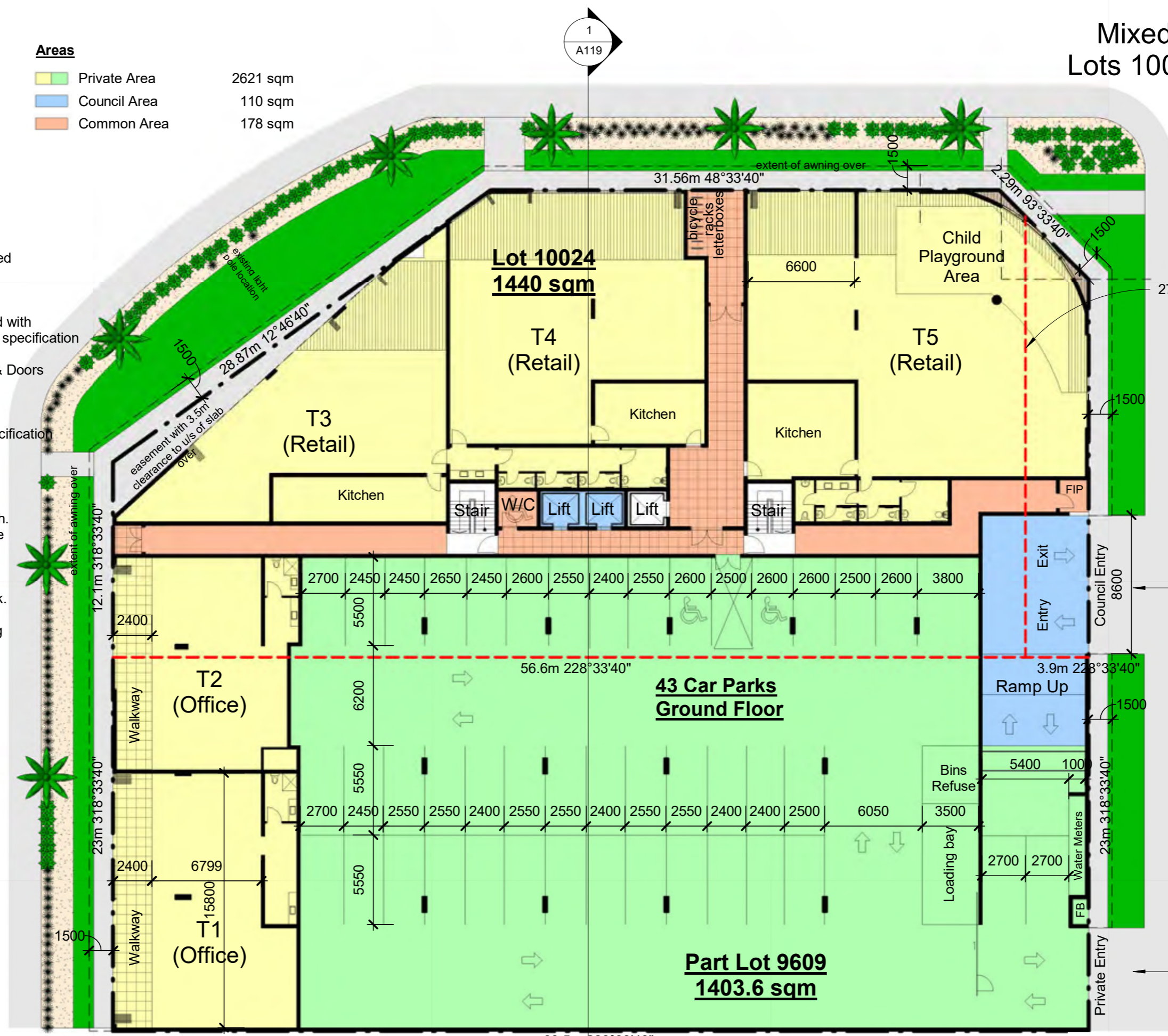
**- Energy Efficient Building**

- Alfresco Areas to be Finished with Recycled Hardwood Timber
- All planting to be maintained with on site rainwater to builders specification
- Low 'E' Glass to Windows & Doors to achieve Energy Ratings
- Solar powered common area lighting to builders specification
- Renewable Energy

**Finishes Schedule:**

- Parking to be concrete finish.
- Foyer and walkways to have ceramic tile floor finish.
- Walls to be flushed and painted precast concrete panels or rendered blockwork.
- Carpark openings to be screened with PCA screening and nominal 600mm high glass balustrade where indicated

**Total Car Parks: 464**



**Area Schedule**

T1	121 sqm
T2	99 sqm
T3	161 sqm
T4	209 sqm
T5	236 sqm

Crossovers to Palmerston City Council Approval

Crossovers to Palmerston City Council Approval

Ground Floor Site Plan

Proposed Mixed Use Development

Tropical Lifestyle Developments

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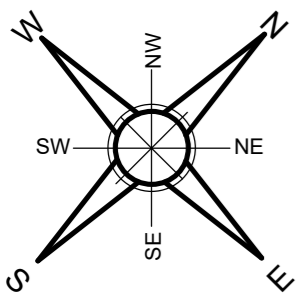
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Lots 10024 & Part Lot 9609, Town of Palmerston



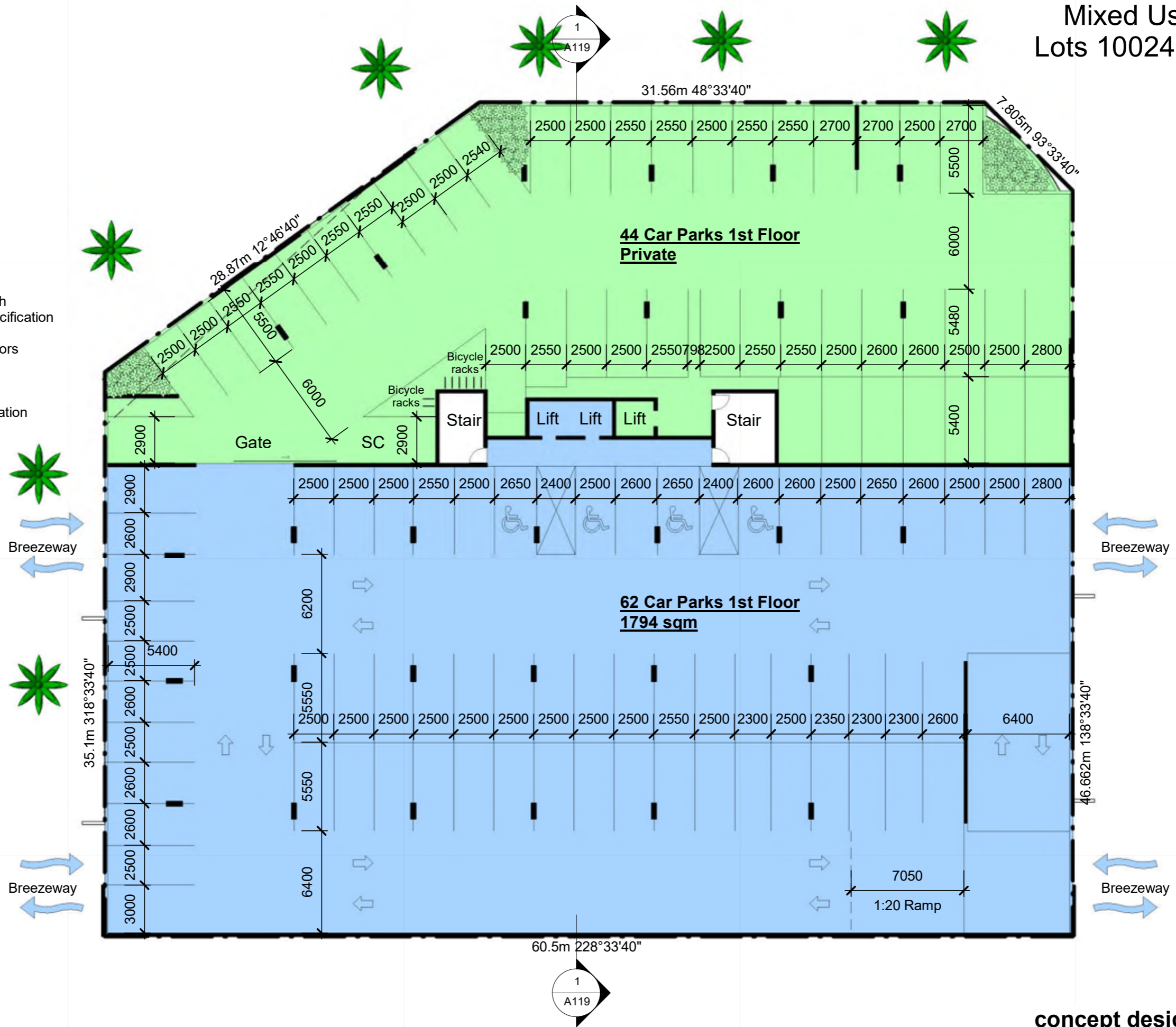
**- Energy Efficient Building**

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- Low 'E' Glass to Windows & Doors to achieve Energy Ratings
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- Renewable Energy

**Finishes Schedule:**

- Parking to be concrete finish.
- Foyer and walkways to have ceramic tile floor finish.
- Walls to be flushed and painted precast concrete panels or rendered blockwork.
- Carpark openings to be screened with PCA screening and nominal 600mm high glass balustrade where indicated

**Total Car Parks: 464**

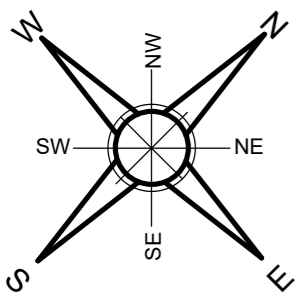


1st Floor Site Plan  
Proposed Mixed Use Development  
Tropical Lifestyle Developments

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Lots 10024 & Part Lot 9609, Town of Palmerston

# Mixed Use Development, Lots 10024 & Part Lot 9609



### - Energy Efficient Building

- Alfresco Areas to be Finished with Recycled Hardwood Timber
- All planting to be maintained with on site rainwater to builders specification
- Low 'E' Glass to Windows & Doors to achieve Energy Ratings
- Solar powered common area lighting to builders specification
- Renewable Energy

### Finishes Schedule:

- Parking to be concrete finish.
- Foyer and walkways to have ceramic tile floor finish.
- Walls to be flushed and painted precast concrete panels or rendered blockwork.
- Carpark openings to be screened with PCA screening and nominal 600mm high glass balustrade where indicated

**Total Car Parks: 486**



### Area Schedule

Units 201, 301, 401, 501, 601, 704	
Internal	131 sqm
Verandah	18 sqm (23 sqm - 201)
Units 202, 302, 402, 502, 602, 705	
Internal	116 sqm
Verandah	22 sqm (36 sqm - 202)
Units 203, 303, 403, 503, 603, 706	
Internal	101 sqm
Verandah	17 sqm (27 sqm - 203)
Units 204, 304, 404, 504, 604, 707	
Internal	101 sqm
Verandah	17 sqm (27 sqm - 204)
Units 205, 305, 405, 505, 605, 708	
Internal	130 sqm
Verandah	32 sqm
Unit 701	
Internal	117 sqm
Verandah	48 sqm
Courtyard	54 sqm
Unit 702	
Internal	117 sqm
Verandah	48 sqm
Courtyard	53 sqm
Unit 703	
Internal	107 sqm
Verandah	31 sqm
Courtyard	44 sqm
Unit 709	
Internal	107 sqm
Verandah	20 sqm
Courtyard	33 sqm
Unit 710	
Internal	117 sqm
Verandah	27 sqm
Courtyard	48 sqm
Unit 711	
Internal	117 sqm
Verandah	27 sqm
Courtyard	49 sqm

2nd Floor Site Plan

Proposed Mixed Use Development

Tropical Lifestyle Developments

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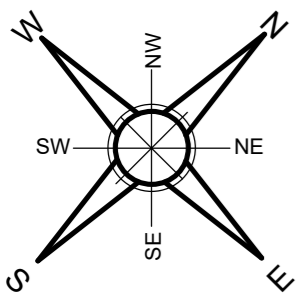
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Lots 10024 & Part Lot 9609, Town of Palmerston

# Mixed Use Development, Lots 10024 & Part Lot 9609

Attachment B



## - Energy Efficient Building

- Alfresco Areas to be Finished with Recycled Hardwood Timber
- All planting to be maintained with on site rainwater to builders specification
- Low 'E' Glass to Windows & Doors to achieve Energy Ratings
- Solar powered common area lighting to builders specification
- Renewable Energy

## Finishes Schedule:

- Parking to be concrete finish.
- Foyer and walkways to have ceramic tile floor finish.
- Walls to be flushed and painted precast concrete panels or rendered blockwork.
- Carpark openings to be screened with PCA screening and nominal 600mm high glass balustrade where indicated

**Total Car Parks: 464**



## Area Schedule

Units 201, 301, 401, 501, 601, 704	
Internal	131 sqm
Verandah	18 sqm (23 sqm - 201)
Units 202, 302, 402, 502, 602, 705	
Internal	116 sqm
Verandah	22 sqm (36 sqm - 202)
Units 203, 303, 403, 503, 603, 706	
Internal	101 sqm
Verandah	17 sqm (27 sqm - 203)
Units 204, 304, 404, 504, 604, 707	
Internal	101 sqm
Verandah	17 sqm (27 sqm - 204)
Units 205, 305, 405, 505, 605, 708	
Internal	130 sqm
Verandah	32 sqm
Unit 701	
Internal	117 sqm
Verandah	48 sqm
Courtyard	54 sqm
Unit 702	
Internal	117 sqm
Verandah	48 sqm
Courtyard	53 sqm
Unit 703	
Internal	107 sqm
Verandah	31 sqm
Courtyard	44 sqm
Unit 709	
Internal	107 sqm
Verandah	20 sqm
Courtyard	33 sqm
Unit 710	
Internal	117 sqm
Verandah	27 sqm
Courtyard	48 sqm
Unit 711	
Internal	117 sqm
Verandah	27 sqm
Courtyard	49 sqm

3rd Floor Site Plan

Proposed Mixed Use Development

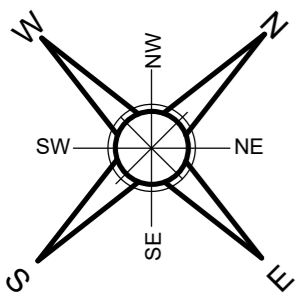
Tropical Lifestyle Developments

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 fax 89412502  
 email gsavvas@bigpond.net.au

Mixed Use Development, Lots 10024 & Part Lot 9609



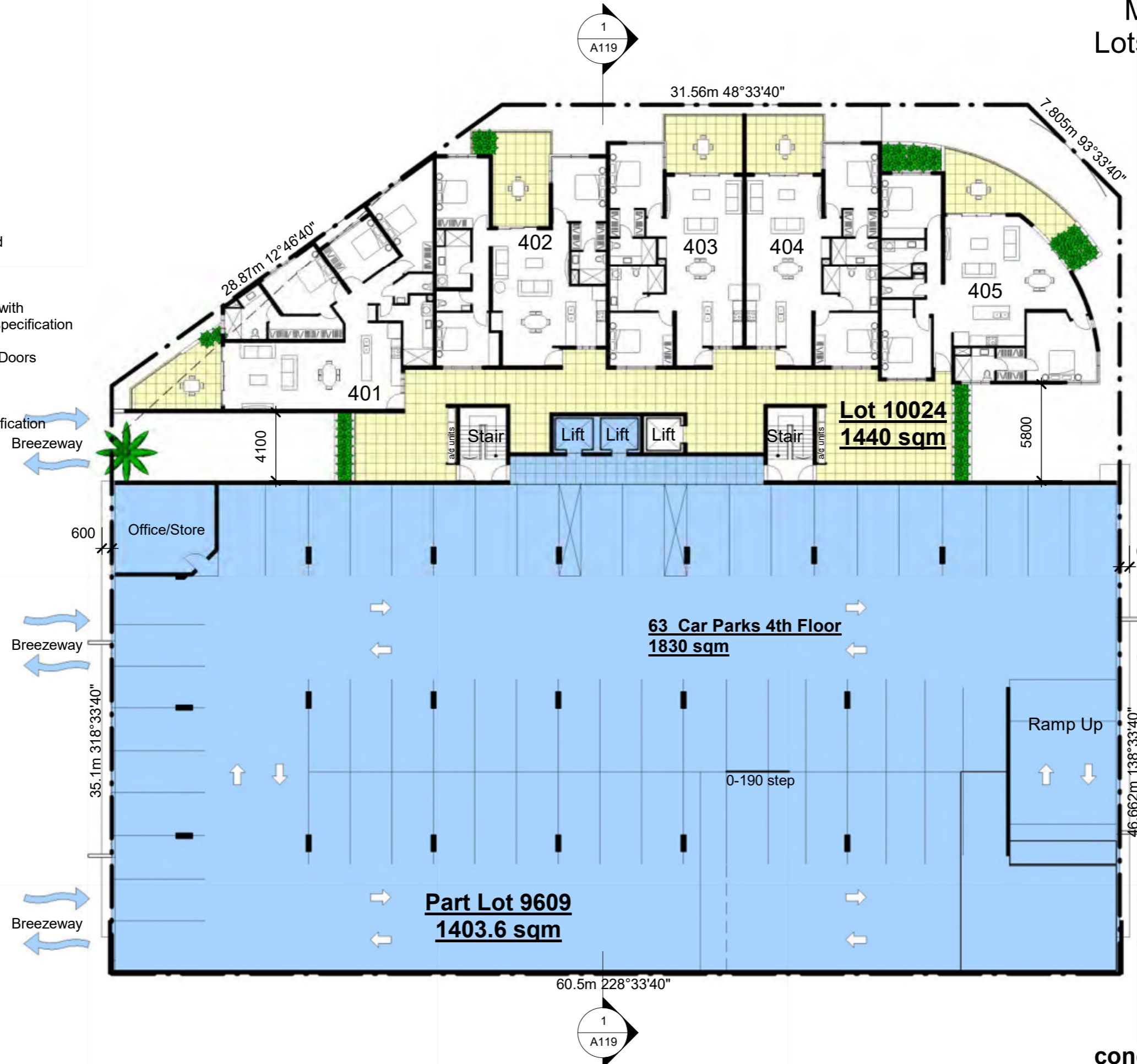
**- Energy Efficient Building**

- Alfresco Areas to be Finished with Recycled Hardwood Timber
- All planting to be maintained with on site rainwater to builders specification
- Low 'E' Glass to Windows & Doors to achieve Energy Ratings
- Solar powered common area lighting to builders specification
- Renewable Energy

**Finishes Schedule:**

- Parking to be concrete finish.
- Foyer and walkways to have ceramic tile floor finish.
- Walls to be flushed and painted precast concrete panels or rendered blockwork.
- Carpark openings to be screened with PCA screening and nominal 600mm high glass balustrade where indicated

**Total Car Parks: 464**



**Area Schedule**

Units 201, 301, 401, 501, 601, 704	
Internal	131 sqm
Verandah	18 sqm (23 sqm - 201)
Units 202, 302, 402, 502, 602, 705	
Internal	116 sqm
Verandah	22 sqm (36 sqm - 202)
Units 203, 303, 403, 503, 603, 706	
Internal	101 sqm
Verandah	17 sqm (27 sqm - 203)
Units 204, 304, 404, 504, 604, 707	
Internal	101 sqm
Verandah	17 sqm (27 sqm - 204)
Units 205, 305, 405, 505, 605, 708	
Internal	130 sqm
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Unit 701	
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Verandah	48 sqm
Courtyard	53 sqm
Unit 703	
Internal	107 sqm
Verandah	31 sqm
Courtyard	44 sqm
Unit 709	
Internal	107 sqm
Verandah	20 sqm
Courtyard	33 sqm
Unit 710	
Internal	117 sqm
Verandah	27 sqm
Courtyard	48 sqm
Unit 711	
Internal	117 sqm
Verandah	27 sqm
Courtyard	49 sqm

4th Floor Site Plan

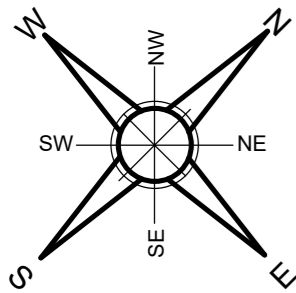
Proposed Mixed Use Development

Tropical Lifestyle Developments

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**- Energy Efficient Building**

- Alfresco Areas to be Finished with Recycled Hardwood Timber
- All planting to be maintained with on site rainwater to builders specification
- Low 'E' Glass to Windows & Doors to achieve Energy Ratings
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**Finishes Schedule:**

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- Carpark openings to be screened with PCA screening and nominal 600mm high glass balustrade where indicated

**Total Car Parks: 464**



**Area Schedule**

Units 201, 301, 401, 501, 601, 704	
Internal	131 sqm
Verandah	18 sqm (23 sqm - 201)
Units 202, 302, 402, 502, 602, 705	
Internal	116 sqm
Verandah	22 sqm (36 sqm - 202)
Units 203, 303, 403, 503, 603, 706	
Internal	101 sqm
Verandah	17 sqm (27 sqm - 203)
Units 204, 304, 404, 504, 604, 707	
Internal	101 sqm
Verandah	17 sqm (27 sqm - 204)
Units 205, 305, 405, 505, 605, 708	
Internal	130 sqm
Verandah	32 sqm
Unit 701	
Internal	117 sqm
Verandah	48 sqm
Courtyard	54 sqm
Unit 702	
Internal	117 sqm
Verandah	48 sqm
Courtyard	53 sqm
Unit 703	
Internal	107 sqm
Verandah	31 sqm
Courtyard	44 sqm
Unit 709	
Internal	107 sqm
Verandah	20 sqm
Courtyard	33 sqm
Unit 710	
Internal	117 sqm
Verandah	27 sqm
Courtyard	48 sqm
Unit 711	
Internal	117 sqm
Verandah	27 sqm
Courtyard	49 sqm

5th Floor Site Plan

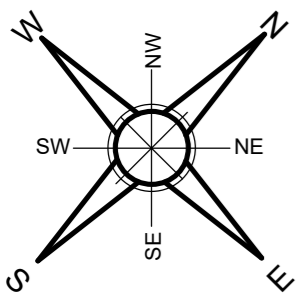
Proposed Mixed Use Development

Tropical Lifestyle Developments

LK Athanasiou Group of Companies

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 ph 0407720703  
 fax 89412502  
 email gsavvas@bigpond.net.au



**- Energy Efficient Building**

- Alfresco Areas to be Finished with Recycled Hardwood Timber
- All planting to be maintained with on site rainwater to builders specification
- Low 'E' Glass to Windows & Doors to achieve Energy Ratings
- Solar powered common area lighting to builders specification
- Renewable Energy

**Finishes Schedule:**

- Parking to be concrete finish.
- Foyer and walkways to have ceramic tile floor finish.
- Walls to be flushed and painted precast concrete panels or rendered blockwork.
- Carpark openings to be screened with PCA screening and nominal 600mm high glass balustrade where indicated

**Total Car Parks: 464**



**Area Schedule**

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Internal	131 sqm
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Unit 702	
Internal	117 sqm
Verandah	48 sqm
Courtyard	53 sqm
Unit 703	
Internal	107 sqm
Verandah	31 sqm
Courtyard	44 sqm
Unit 709	
Internal	107 sqm
Verandah	20 sqm
Courtyard	33 sqm
Unit 710	
Internal	117 sqm
Verandah	27 sqm
Courtyard	48 sqm
Unit 711	
Internal	117 sqm
Verandah	27 sqm
Courtyard	49 sqm

6th Floor Site Plan

Proposed Mixed Use Development

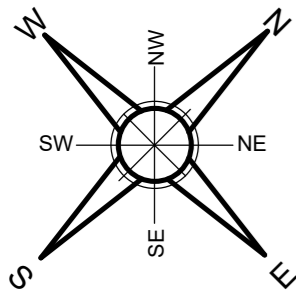
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 fax 89412502  
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# Mixed Use Development, Lots 10024 & Part Lot 9609

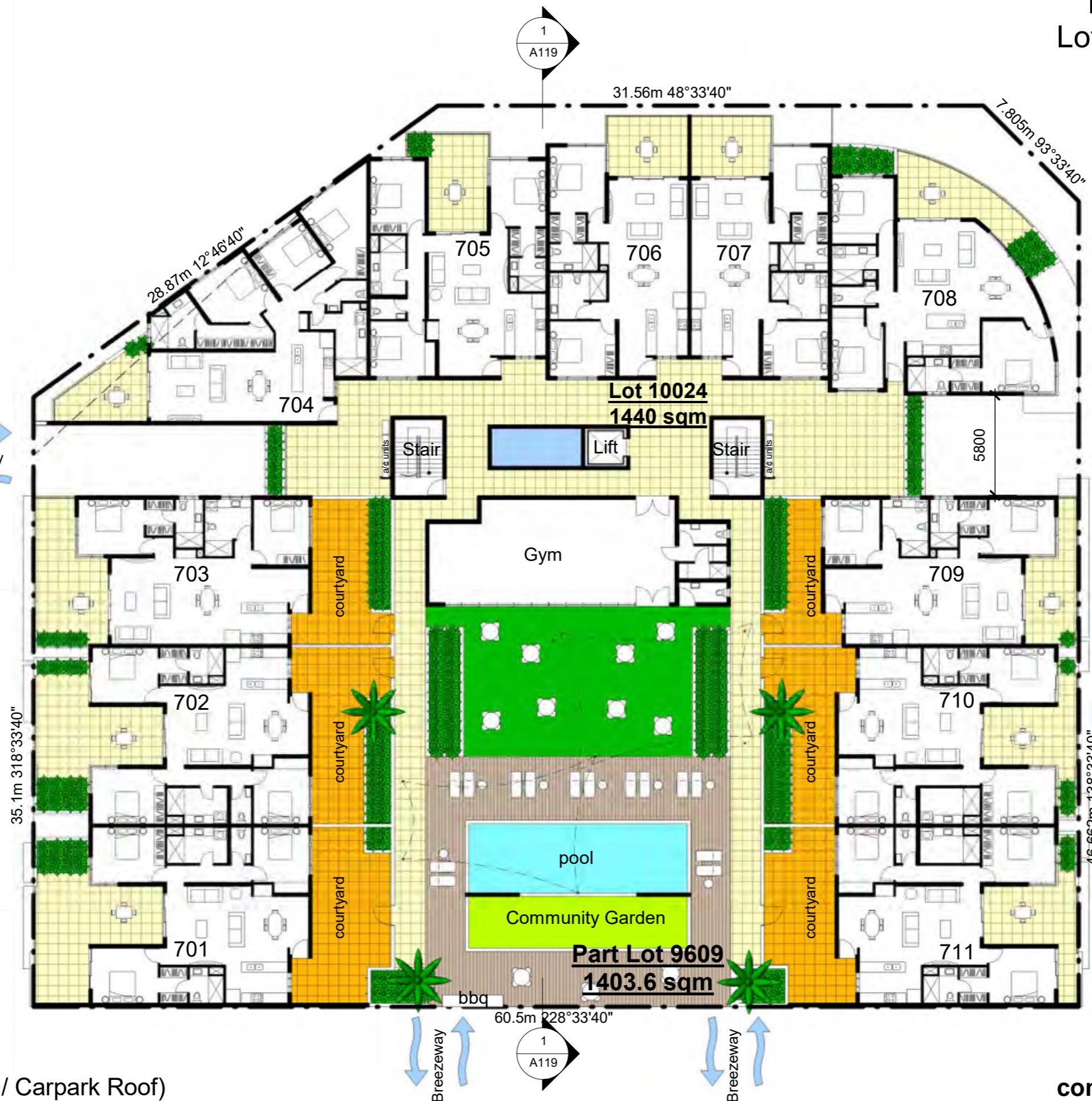


## - Energy Efficient Building

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- All planting to be maintained with on site rainwater to builders specification
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- Solar powered common area lighting to builders specification
- Renewable Energy

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Internal	101 sqm
Verandah	17 sqm (27 sqm - 203)
Units 204, 304, 404, 504, 604, 707	
Internal	101 sqm
Verandah	17 sqm (27 sqm - 204)
Units 205, 305, 405, 505, 605, 708	
Internal	130 sqm
Verandah	32 sqm (44 sqm - 205)
Unit 701	
Internal	117 sqm
Verandah	48 sqm
Courtyard	54 sqm
Unit 702	
Internal	117 sqm
Verandah	48 sqm
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Unit 703	
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Verandah	31 sqm
Courtyard	44 sqm
Unit 709	
Internal	107 sqm
Verandah	20 sqm
Courtyard	33 sqm
Unit 710	
Internal	117 sqm
Verandah	27 sqm
Courtyard	48 sqm
Unit 711	
Internal	117 sqm
Verandah	27 sqm
Courtyard	49 sqm

7th Floor Site Plan (Podium / Carpark Roof)

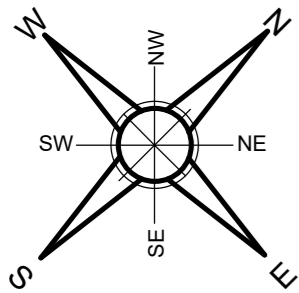
Proposed Mixed Use Development

Tropical Lifestyle Developments

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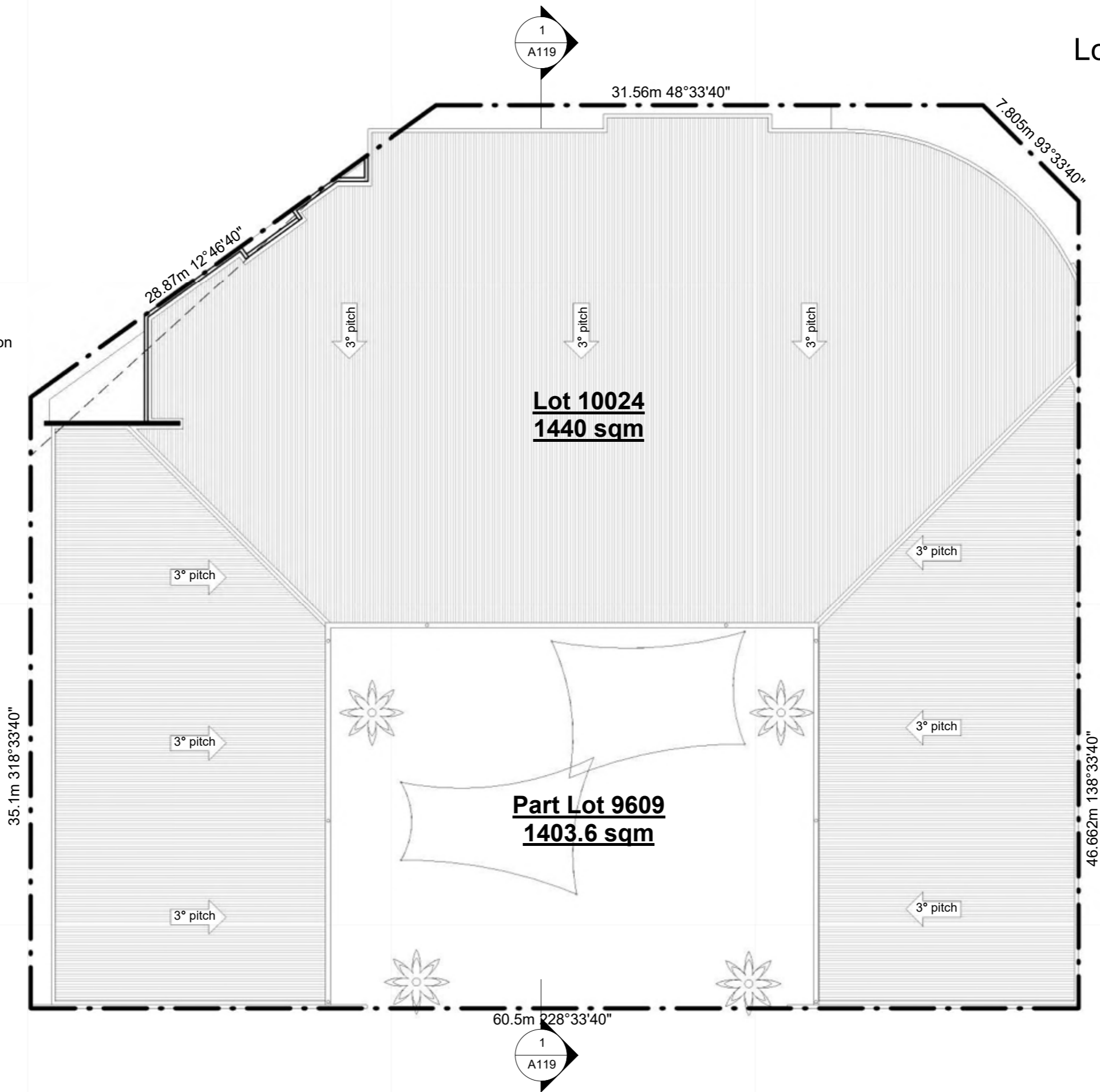


**- Energy Efficient Building**

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Roof Plan

Proposed Mixed Use Development

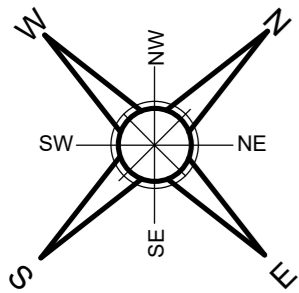
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sheet A111				
drawn by KA				

Lots 10024 & Part Lot 9609, Town of Palmerston



**- Energy Efficient Building**

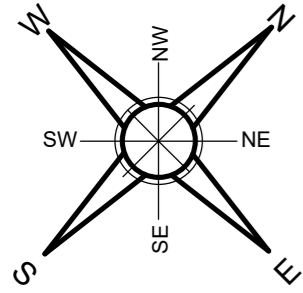
- Alfresco Areas to be Finished with Recycled Hardwood Timber
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- Renewable Energy



2nd Floor Part Plan  
 Proposed Mixed Use Development  
 Tropical Lifestyle Developments

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**- Energy Efficient Building**

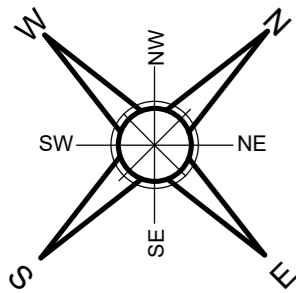
- Alfresco Areas to be Finished with Recycled Hardwood Timber
- All planting to be maintained with on site rainwater to builders specification
- Low 'E' Glass to Windows & Doors to achieve Energy Ratings
- Solar powered common area lighting to builders specification
- Renewable Energy



3rd Floor Part Plan  
 Proposed Mixed Use Development  
 Tropical Lifestyle Developments

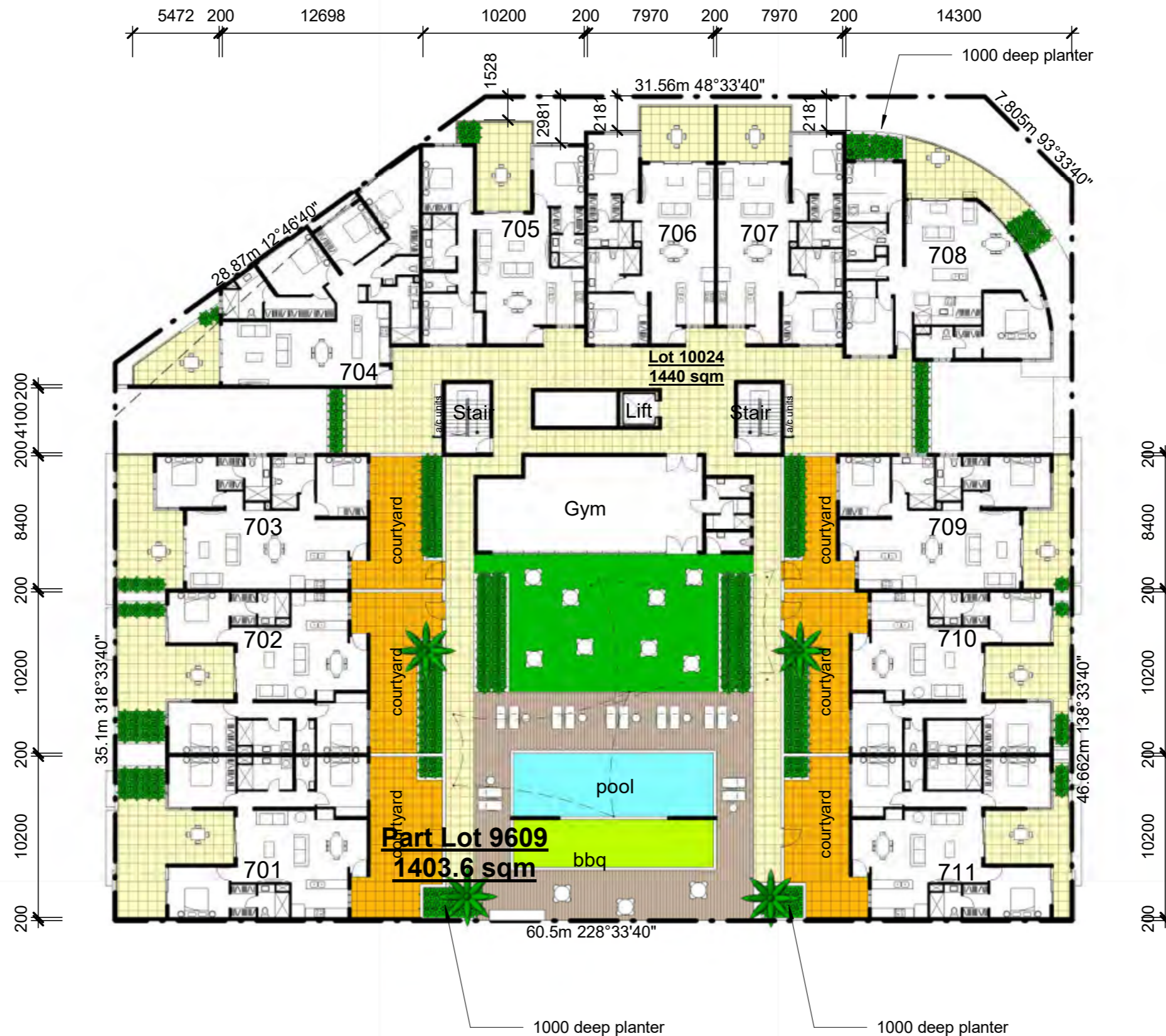
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 sheet A113 drawn by KA  
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**- Energy Efficient Building**

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- Renewable Energy



7th Floor Plan

Proposed Mixed Use Development

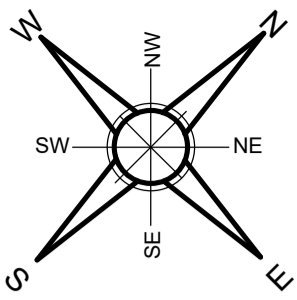
Tropical Lifestyle Developments

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sheet A114				
drawn by KA				

Lots 10024 & Part Lot 9609, Town of Palmerston



**Total Communal Open Space (Podium): 573 sqm**

7th Floor Part Plan (Podium / Carpark Roof)

Proposed Mixed Use Development

LK Athanasiou  
Group of  
Companies

Tropical Lifestyle Developments

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Mixed Use Development, Lots 10024 & Part Lot 9609

Colorbond Trimdek roof sheeting with colorbond fascias and flashings. Typical

Cement render to paint finish blockwork walls

PCA window and door frames. Typical.

Glass balustrades with top and btm rail



- Pitching Point ▼
- 25000
- 7th Floor ▼
- 22000
- 6th Floor ▼
- 19000
- 5th Floor ▼
- 16000
- 4th Floor ▼
- 13000
- 3rd Floor ▼
- 10000
- 2nd Floor ▼
- 7000
- 1st Floor ▼
- 4000
- Ground Floor ▼
- 0

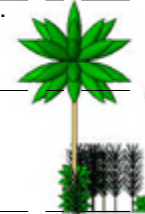
**Elevation 1 North - West**

**- Energy Efficient Building**

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- Low 'E' Glass to Windows & Doors to achieve Energy Ratings
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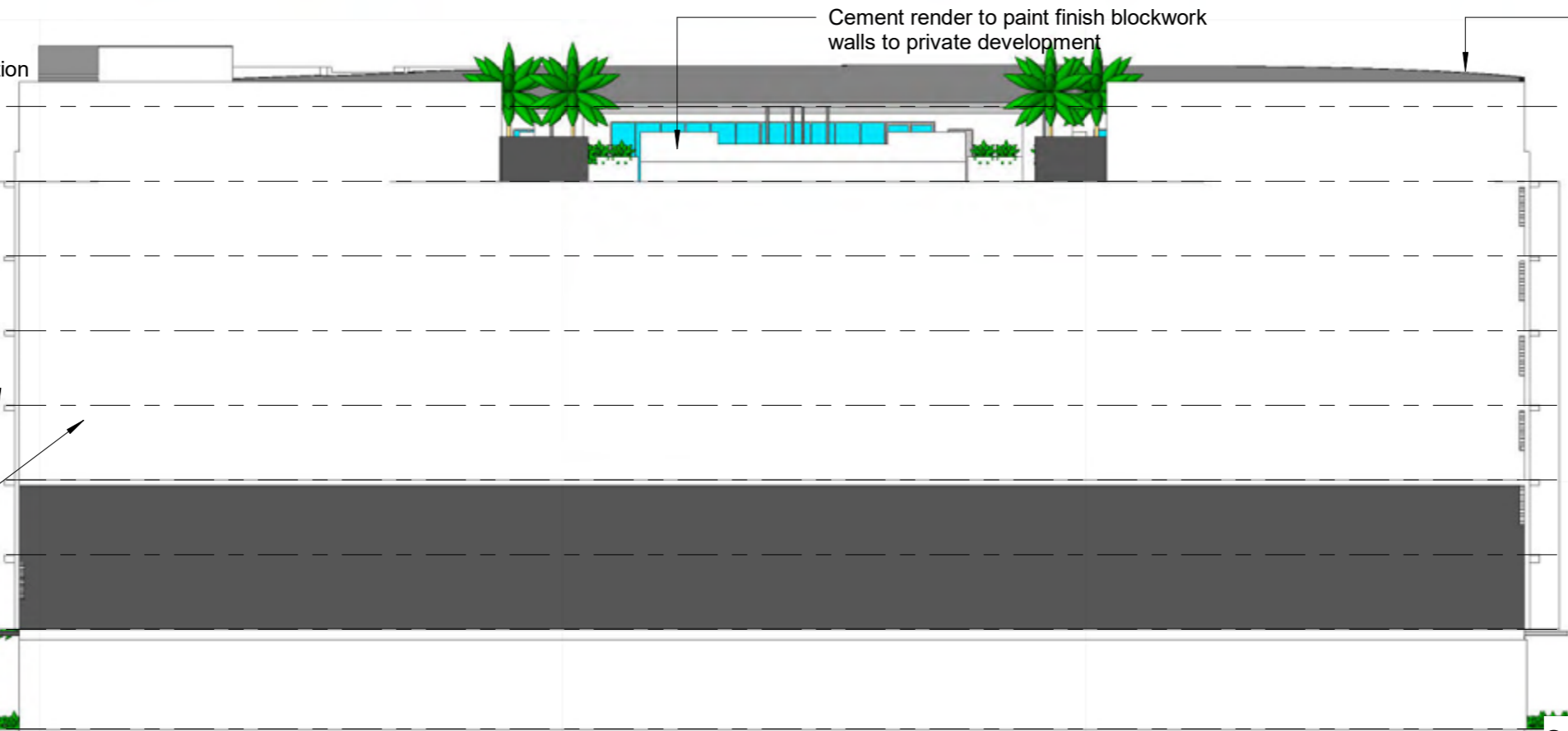
Concrete awning to provide extra protection to parking bays

Walls to be flushed and painted precast concrete panels to public parking.



Cement render to paint finish blockwork walls to private development

Colorbond Trimdek roof sheeting with colorbond fascias and flashings. Typical



- Pitching Point ▼
- 25000
- 7th Floor ▼
- 22000
- 6th Floor ▼
- 19000
- 5th Floor ▼
- 16000
- 4th Floor ▼
- 13000
- 3rd Floor ▼
- 10000
- 2nd Floor ▼
- 7000
- 1st Floor ▼
- 4000
- Ground Floor ▼

**Elevation 3 South - East**

**Elevations**

Proposed Mixed Use Development

Tropical Lifestyle Developments

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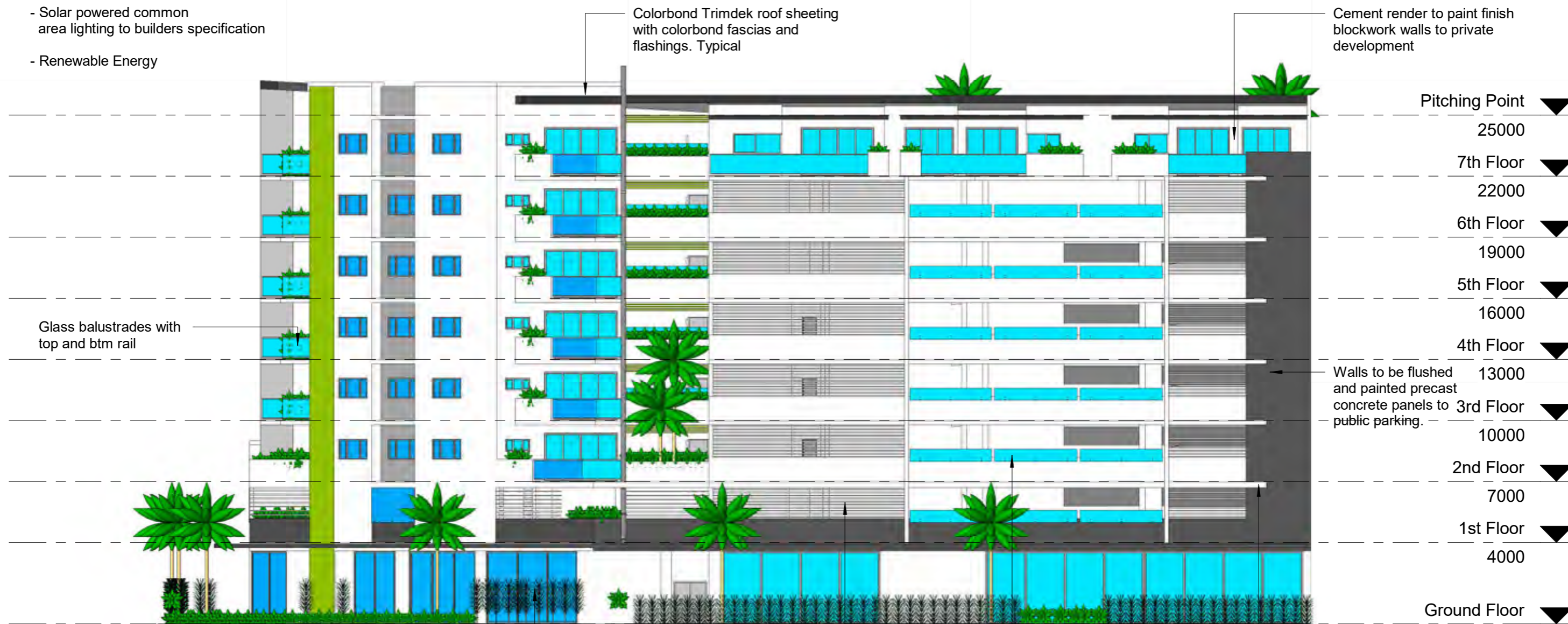
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**- Energy Efficient Building**

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- Renewable Energy



**Elevation 4  
 South - West**

PCA window and door frames. Typical.

PCA screening where indicated

Nominal 600mm high glass balustrade where indicated

Concrete awning to provide extra protection to parking bays

**Elevations**

Proposed Mixed Use Development

Tropical Lifestyle Developments

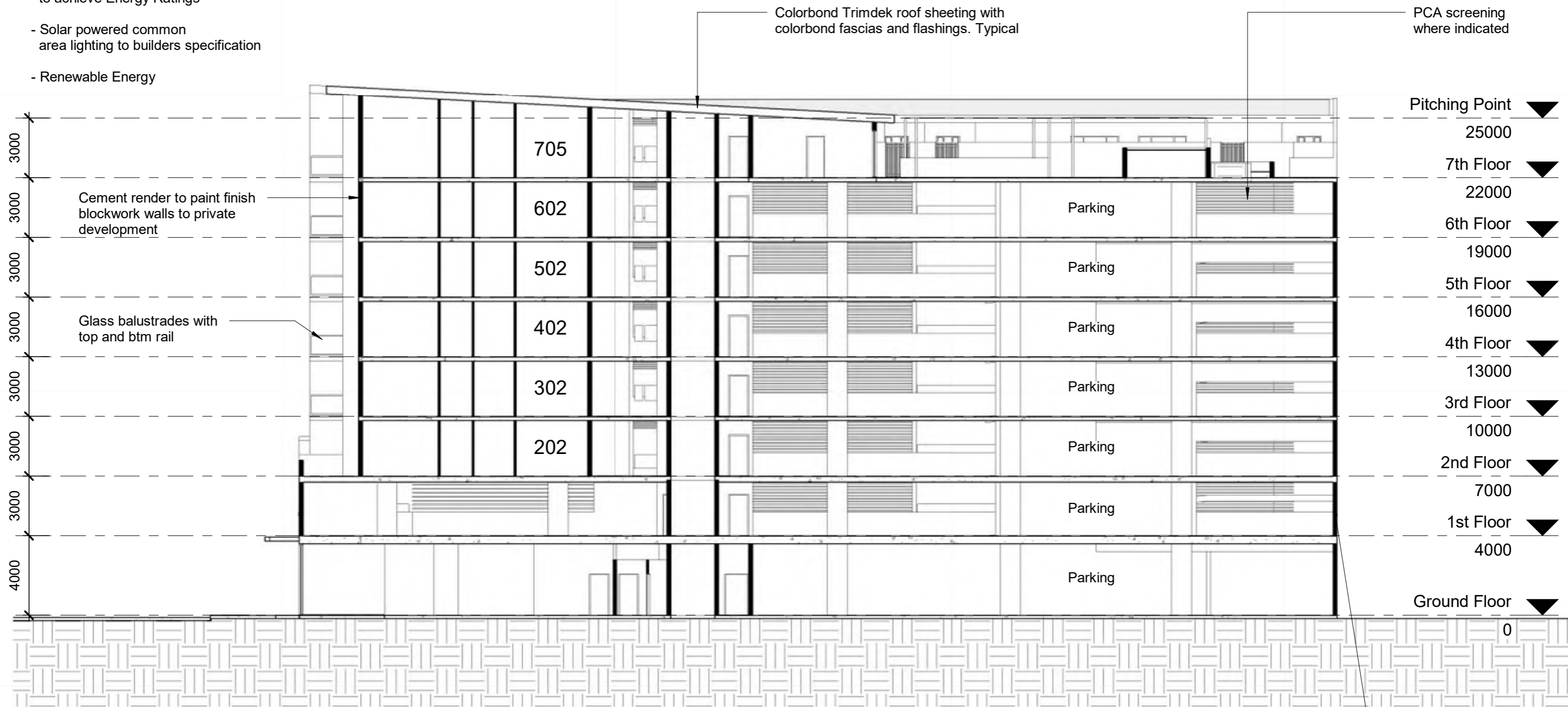
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 Lots 10024 & Part Lot 9609, Town of Palmerston



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- Renewable Energy



**Typical Section**

Typical Section

Proposed Mixed Use Development

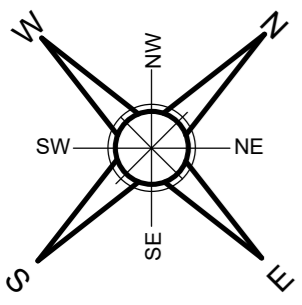
Tropical Lifestyle Developments

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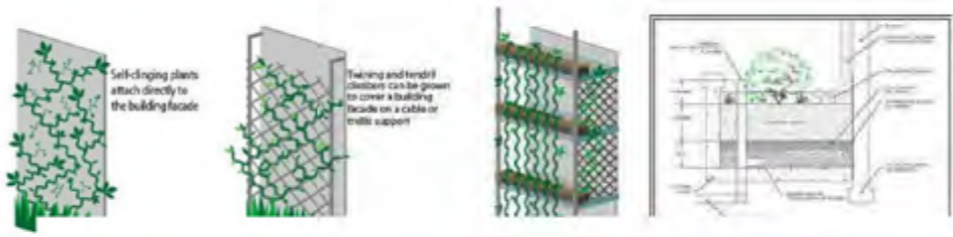
# Mixed Use Development, Lots 10024 & Part Lot 9609

Attachment B



## Landscaping

- Tropical and low maintenance endemic species
- Hanging gardens and green walls to planters on terraces to upper floors, where applicable, refer detail



Verge landscaping to remain and be maintained through construction. Any damages will be rectified upon completion of the development to the requirements of Palmerston City Council.

Verge landscaping consists of low shrub planting with few shade trees as shown, on an existing mulch bed

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Verge landscaping to remain and be maintained through construction. Any damages will be rectified upon completion of the development to the requirements of Palmerston City Council.

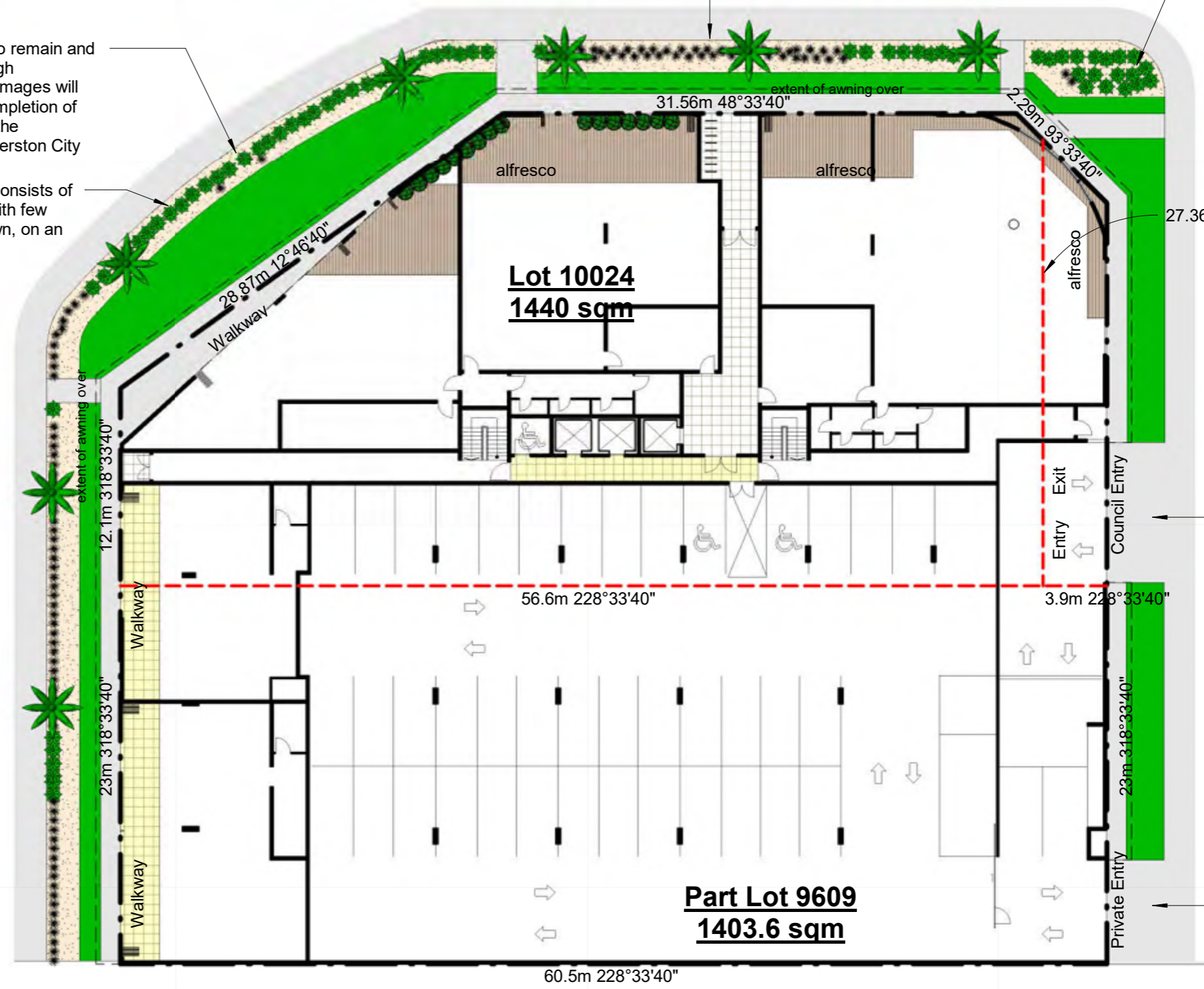
## Plant schedule

Plants in raised planters:	Common Name	Mature Height	Pot Size
philodertron xanadu	Xanadu	1-2 m	200 mm
strelitzia reginae	Bird Of Paradise	2 m	200 mm
crinum pedunculatum	Spider Lily	2-3 m	200 mm
asplenium nidus	Birdnest Fern	1 m	200 mm
alternanthera denata	Ruby Leaf Alternanthera	1 m	200 mm
liriope evergreen giant	Evergreen Giant	1 m	200 mm
dracena fragrans	Corn Plant	2 m	200 mm
tabebuia argentea	Yellow Trumpet Plant	8 m	1L

Ground Covers In Verge	Common Name	Mature Height	Pot Size
liriope evergreen giant	Evergreen Giant	1 m	200 mm
Pandanus pygmaeus	Pandanus Palm	1 m	200 mm

## NOTES:

1. ALL PLANTINGS, INCLUDING STREET TREES ARE TO BE IRRIGATED WITH A FULLY AUTOMATIC IRRIGATION SYSTEM.
2. SUBSOIL DRAINAGE(ATLANTIS DRAINAGE CELL, OR EQUIVALENT) TO BE USED IN ALL RAISED PLANTERS & CONNECTED TO STORMWATER DISCHARGE SYSTEM.
3. IMPORTED TOPSOIL MIX TO RAISED PLANTERS IS TO INCORPORATE A LIGHTWEIGHT PLANTING MEDIUM.
4. STREET TREE PLANTING TO COMPLY WITH DARWIN CITY COUNCIL GENERAL GUIDELINES FOR VERGE PLANTING (POLICY 051 - VERGES). CONSIDERATIONS TO INCLUDE PLANTING TECHNIQUES INCORPORATING A DCC APPROVED ROOT CONTROL SYSTEM TO EACH TREE AND APPROPRIATE TREE SPACING REQUIREMENTS MET.
5. STREET FRONT BUILDING AWNING TO BE DESIGNED TO ACCOMMODATE PROPOSED NEW STREET TREE PLANTING AND TO COMPLY WITH DARWIN CITY COUNCIL GUIDELINES (POLICY 037 - AWNINGS, BALCONIES & VERANDAHS ON COUNCIL PROPERTY).



Crossovers to Palmerston City Council Approval

Crossovers to Palmerston City Council Approval

## Landscape Plan

Proposed Mixed Use Development

LK Athanasiou Group of Companies

Tropical Lifestyle Developments

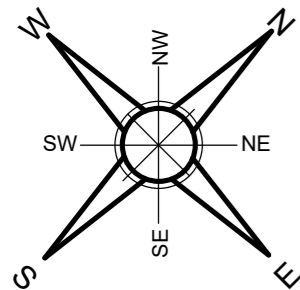
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 scale 1 : 300  
 sheet A120  
 drawn by KA

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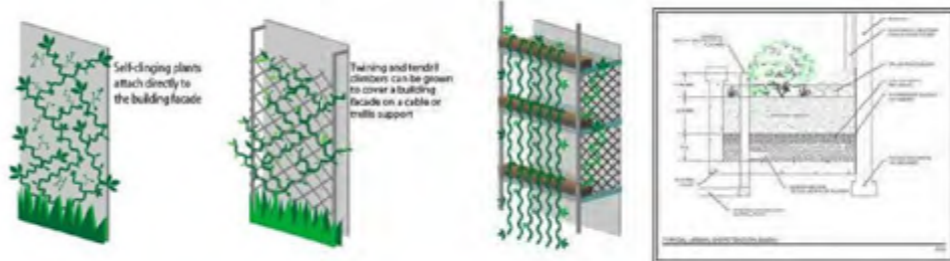
ph 0407720703  
 fax 89412502  
 email gsavvas@bigpond.net.au

Lots 10024 & Part Lot 9609, Town of Palmerston



**Landscaping**

- Tropical and low maintenance endemic species
- Hanging gardens and green walls to planters on terraces to upper floors, where applicable, refer detail



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asplenium nidus	Birdnest Fern	1 m	200 mm
alternanthera denata	Ruby Leaf Alternanthera	1 m	200 mm
liriope evergreen giant	Evergreen Giant	1 m	200 mm
dracena fragrans	Corn Plant	2 m	200 mm
tabebuia argetea	Yellow Trumpet Plant	8 m	1L

Street Trees:			
	Common Name	Mature Height	Pot Size
Mimusops elengi	Bullet Wood	16 m	200 L

Ground Covers In Verge			
	Common Name	Mature Height	Pot Size
liriope evergreen giant	Evergreen Giant	1 m	200 mm
Pandanus pygmaeus	Pandanus Palm	1 m	200 mm

**NOTES:**

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**Landscape Plan**

Proposed Mixed Use Development

Tropical Lifestyle Developments

LK Athanasiou Group of Companies

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scale 1 : 300	Proposed Mixed Use Development	email	gsavvas@bigpond.net.au	
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drawn by KA				

Lots 10024 & Part Lot 9609, Town of Palmerston



Perspective

Proposed Mixed Use Development

LK Athanasiou Group of Companies

Tropical Lifestyle Developments

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drawn by KA				
				Lots 10024 & Part Lot 9609, Town of Palmerston



Perspective

Proposed Mixed Use Development

LK Athanasiou Group of Companies

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drawn by KA				
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Perspective

Proposed Mixed Use Development

LK Athanasiou Group of Companies

Tropical Lifestyle Developments

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residential	industrial	and	commercial	design
dwg no 16024ATH	<b>Designer - George Savvas</b>	ph	0407720703	
date 12/05/17	<b>© copyright reserved</b>	fax	89412502	
scale	Proposed Mixed Use Development	email	gsavvas@bigpond.net.au	
sheet A124				
drawn by KA				
				Lots 10024 & Part Lot 9609, Town of Palmerston

Mixed Use Development,  
Lots 10024 & Part Lot 9609



Perspective

Proposed Mixed Use Development

LK Athanasiou Group of Companies

Tropical Lifestyle Developments

**concept designs (N.T.) pty ltd**  
residential industrial and commercial design  
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Perspective  
Proposed Mixed Use Development

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Tropical Lifestyle Developments

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sheet A126  
drawn by KA  
Lots 10024 & Part Lot 9609, Town of Palmerston



Department of Infrastructure, Planning and Logistics  
Level 2, Energy House  
18-20 Cavenagh Street,  
Darwin NT 0800

## APPLICATION FOR DEVELOPMENT PERMIT

LOT 10024 AND PART LOT 9609 (7 & 11)  
PALMERSTON CIRCUIT AND FRANCES DRIVE  
TOWN OF PALMERSTON

### PURPOSE:

CHANGES TO DP17/0046 FOR STAGING,  
DELETION OF BASEMENT, RECONFIGURATION  
OF PART FIRST FLOOR TO ADD CAR PARKING  
BAYS AND MINOR CHANGES TO THE FAÇADE  
OF THE BUILDING

Pursuant to section 46 (1) of the Planning Act the application seeks planning approval for the purpose of changes to DP17/0046 in order to stage development, delete basement, reconfigure part first floor to add car bays and minor changes to the façade of the building. The proposed changes are generally consistent with development as approved under DP17/0046, however the changes to the parking layout and removal of office areas at first floor requires consent. The basement is removed following the advice from Douglas Partners Pty Ltd (Geotechnics, Environment and Ground water) regarding limitations associated with primary geotechnical hazards and issues associated with excavation and construction of a basement. The memorandum letter of geotechnical investigation undertaken is attached. There are no proposed changes to level 2 to 7 of the development as approved under DP17/0046.

It is however noted that the proposed changes alter a measurable aspect (car parking) of the approved development by less than 5% and is unlikely to affect the amenity of the adjoining or nearby land or premises. The approved development provided overall car park of 486 car bays whilst the proposed changes would result on provision of 464 car bays, which represents a 4.53% change.

The development approval under Development Permit DP17/0046 was issued on 27 February 2017 and consented to a mixed-use development comprising 14 x 2 and 22 x 3 bedroom multiple dwellings, ground and first floor commercial tenancies and a car parking facility in an 8-storey building plus one level of basement car parking.

### STAGNING

The development will occur in 2 stages. The staging of development will allow issuing of occupancy permit at the completion of each stage. The proposed stages are as follows:

1. Stage 1
  - Completion of ground to level 6 car parking facility
  - Completion of 2 office tenancies (T1 and T2) at ground floor.
  - 2 lifts facilities
2. Stage 2
  - Completion of retail tenancies (T3 to T5) at ground floor
  - Completion of level 2 to 7 of residential dwellings
  - Completion of landscaping

## 2. INTRODUCTION

The proposed development will occur over Lot 10024 (7) Palmerston Circuit and part Lot 9609 (11) Frances Drive, Town of Palmerston. Lot 10024 and part Lot 9609 will be consolidated to form the development site referred to in this report and the drawings prepared by Concept Designs (N.T) Pty Ltd. The development is proposed in accordance with the NT Planning Scheme and other reference and policy documents applicable to the Palmerston CBD area. The proponent will deliver most of the car parks within the development to City of Palmerston following negotiations with Council.

The development provides an indicative figure of 377 car parks allocated to Council; however, for the purposes of this application and requirements of the NT Planning Scheme over the development site the total number of car parks proposed on site is 464 over 8 storey building. Part Lot 9609 is currently being subdivided and consolidated with Lot 10024 in a separate development application to form the Development site with a total area of 2843.6m<sup>2</sup>.

### 3. PROPERTIES

Lot 10024 (7) Palmerston Circuit and part Lot 9609 (11) Frances Drive, Town of Palmerston.

### 4. THE LOCATION AND ZONING OF THE LAND

The land is zoned CB (Central Business) and located in Palmerston City suburb with the following areas: The site takes frontages to Palmerston Circuit, Frances Drive and Hillson Street. The site is located surrounded by land zoned CB (Central Business).

Lot 10024 (7) Palmerston Circuit: 1440m<sup>2</sup>  
 Part Lot 9609 (11) Frances Drive: 1403.6m<sup>2</sup>  
**TOTAL AREA: 2843.6m<sup>2</sup>**

**Figure 1-** Source \_NT Atlas Extract - Indicates the location of the site



The land is zoned CB (Central Business) under the NT Planning Scheme and therefore the proposed development is subject to all the relevant clauses of the NT Planning Scheme applicable to the land within Zone CB. The proposed development is consistent with the primary purpose of this zoning which is to provide for a diversity of activities including administrative, judicial, professional, office, entertainment, cultural, residential and retail and other business activities with a commitment to the separation of incompatible activities.

The development site comprising Lot 10024 and part Lot 9609 has vacant grassed land and approximately 35 sealed and line marked car parks. The photos below (Figures 2 and 3) depict the look of the site at the moment.

Figure 2 - Development site viewed from northern side of Palmerston Circuit



Figure 3 – Existing car park over part Lot 9609



## Easements:

Lot 1004 – Sewerage Easement to Power and Water Corporation; part Lot 9609 – Right of way "A" Easement to Northern Territory of Australia

## 5. PROPOSAL

The proposed development comprises the following:

- 7 storey car park facility with 464 car parks
- Ground floor development comprising 3 retail (shop) tenancies with alfresco, 2 office tenancies and child playground area.

- Second to sixth floor comprising 15 x 3 and 10 x 2 bed room multiple dwellings with balconies (17m<sup>2</sup> to 54m<sup>2</sup>)
- Seventh floor comprising 7 x 3 and 4 x 2 bedroom multiple dwellings with balconies (17m<sup>2</sup> to 54m<sup>2</sup>) and; gym, pool, outdoor sitting and bbq area for communal use.

The proposed development has been prepared in consideration of the requirements of the NT Planning Scheme and other relevant documents available at the time of preparing this report. **The Draft Palmerston City Centre Planning Framework, Palmerston City Centre Master Plan 2015 and Palmerston City Centre Parking Strategy** were considered as part of this proposal.

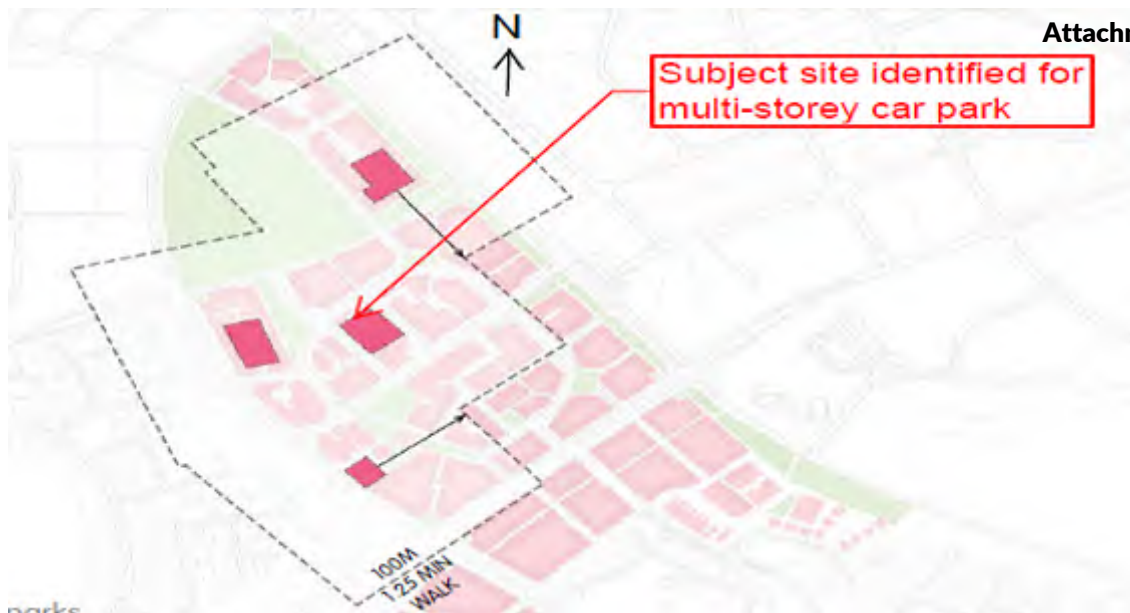
The City Centre Parking Strategy identifies the subject site (**Figure 4** below) for multi storey car park facility. The principles guiding the strategic car park locations throughout the City Centre according to the City Centre Parking Strategy are as follows:

- Design multi-storey car parks as people place.
- Activate the ground floor of car parks.
- Promote events and other activities.
- Design for long term adaptability to other uses, such as residential.

The integration of the car parking facility into the building of mixed use development with architectural embellishment that provides an aesthetical appeal promotes an element of good design principle whilst facilitating both active frontages and friendly facades to the streetscape.

Both the City Centre Master Plan 2015 and Palmerston City Centre Parking Strategy propose minimum to maximum requirements applied to permissible uses within the City Centre. This method is used comparatively with the requirements of the NT Planning Scheme under Clause 6.5.1 (Parking Requirements) below. The car park to the development is accessed through a service road (Hillson Street) which less busy than Palmerston Circuit and Frances Drive.

**Figure 4** – Multi storey car park site as identified under City Centre Parking Strategy



**Extract:** Palmerston City Centre Parking Strategy 2014

Furthermore, the proposed development is aligned the objectives of the **Darwin Regional Land Use Plan 2015** (DRLUP) which encourage vibrant and relevant Activity Centres. The plan identifies Palmerston as a Primary Activity Centre which can become an important employment hub and provide high density residential living options.

### **STATUTORY PLANNING CONSIDERATION – Section 46**

46(3)(a) **Relevant Clauses of the NT Planning Scheme applicable to the land**

#### **6.5.1 Parking Requirements**

##### **Under the NT Planning Scheme requirements (Other Than in Darwin CBD)**

The purpose of this clause is to ensure that sufficient off-street car parking, constructed to a standard and conveniently located, is provided to service the proposed use of a **site**. The proposed car parking spaces meet the parking demands generated by the proposed uses and are summarised as follows:

Shop/retail/alfresco requires 6 car parking bays per 100 m<sup>2</sup> of net floor area.

Office requires 2.5 car parking bays for every 100m<sup>2</sup> for office.

Multiple dwellings require 2 car parks per dwelling.

**Table 1 – Car parking Requirements (Other Than in Darwin CBD)**

Note: 10% reduction in the parking demand for all retail and office floor space due to tenancy fitout (not detailed in this application) reduce the amount of net floor area per the definition within Clause 6.5.1 of the Planning Scheme.

<b>Use</b>	<b>Net floor area (m<sup>2</sup>)</b>	<b>Parking generated</b>
Retail/Shop/Alfresco	606 (-10%)	32.7
Office	220(-10%)	4.95
36 multiple dwellings	-	72
<b>Total</b>		<b>109.6 (110)</b>

The proposed changes to development would require 110 car parks on site. There are 486 car parks proposed on site. Complies

### Under the NT Planning Scheme requirements (in Darwin CBD)

The site is not located in Central Darwin, however given the nature of activities and existing infrastructure within the Palmerston CBD, there is increased services and facilities within the Palmerston CBD supported by nodes of public transport facilities, public car parking facilities, increased accessibility and walkability which can be drawn parallel to parking demand generated by developments within the Darwin CBD. The proposed mixed use development has residential component to it which provides accommodation and allow people to live and work within the CBD. It is therefore reasonable to align the carparking demand of Palmerston CBD with Darwin CBD. This approach to car parking requirements in Palmerston CBD is also considered within the Palmerston City Centre Parking Strategy.

**Table 2 – Car parking Requirements (Other Than in Darwin CBD)**

Note: 10% reduction in the parking demand for all retail and office floor space due to tenancy fitout (not detailed in this application) reduce the amount of net floor area per the definition within Clause 6.5.1 of the Planning Scheme.

Shop/retail/alfresco/office requires 3 car parking bays per 100 m<sup>2</sup> of net floor area.

Multiple dwellings require 1.5 per two bedroom dwelling and 1.7 per three bedroom dwelling

Use	Net floor area (m <sup>2</sup> )	Parking generated
Retail/Shop/Alfresco	606 (-10%)	16.4
Office	220(-10%)	5.94
36 multiple dwellings	22 x 3 bedroom @ 1.7	37.4
	14 x 2 bed room @ 1.5	21
<b>Total</b>		<b>80.7(81)</b>

The proposed development requires 81 car parks on site. There are 486 car parks proposed on site. Complies

### Under the Palmerston City Centre Parking Strategy requirements (Minimum to Maximum)

The approach taken by City Centre Parking Strategy derives from the principles that provide market responsive parking controls and improve housing and lifestyle affordability, by reducing the requirement to own a car. This approach leads to application of minimum to maximum requirements.

Shop/retail/alfresco requires 3- 6 car parking bays per 100 m<sup>2</sup> of net floor area.

Office requires 1.25 - 2.5 car parking bays for every 100m<sup>2</sup> for office.

Multiple dwellings require 1-2 car parks per dwelling.

There is ample car parking within the development site accessible to residents and commercial patrons, therefore the minimum car parking demand per net floor area were applied this instance.

**Table 2 – Car parking Requirements**

Note: 10% reduction in the parking demand for all retail and office floor space due to tenancy fitout (not detailed in this application) reduce the amount of net floor area per the definition within Clause 6.5.1 of the Planning Scheme

Use	Net floor area (m <sup>2</sup> )	Parking generated
Retail/Shop/Alfresco	606 (-10%)	16.4
Office	220(-10%)	2.47
22 x 3 bed room multiple dwellings	@ 2 car parks per dwelling	44
14 x 2 bed room multiple dwellings	@ 1 car park per dwelling	14
<b>Total</b>		<b>76.9(77)</b>

The proposed development requires 77 car parks on site. There are 486 car parks proposed on site. Complies

### 6.5.2 Parking Reduction

It is noted that development approval under DP17/0046 gave a reduction of car park requirement for commercial component from 64 to 37 bays pursuant to clause 6.52 (Parking Reduction) of the NT Planning Scheme. Following the proposed changes, less car park bays are required for the commercial component. The total office floor area has reduced from 859m<sup>2</sup> to 220m<sup>2</sup> whilst the retail floor area has reduced from 653m<sup>2</sup> to 606m<sup>2</sup>.

Based on the previous consideration by the consent authority including matters to be addressed under clause 6.5.2, reference to clause 6.51 (Parking Requirements) as if the land is located in Darwin CBD is relevant due to the nature of development and ongoing evolution of Palmerston CBD which demonstrate increased services and facilities within the Palmerston CBD supported by nodes of public transport facilities, public car parking facilities, increased accessibility and walkability which can be drawn parallel to parking demand generated by developments within the Darwin CBD. It is anticipated that multipurpose trips would occur due to the complementary nature of commercial and residential uses on site.

### 6.5.3 Parking Layout

*The purpose of this clause is to ensure that a car parking area is appropriately designed, constructed and maintained for its intended purpose.*

The car parking lay out as proved under DP7/0046 was designed in accordance with Australian Standard (Austroads). The proposed changes though minor, would be subject to Australian Standards (Austroads) and confirmed by suitably qualified person.

The number of proposed tandem car parks has been reduced from 19 to 7 pairs. Tandem car parks (7 pairs) are proposed for level 1 car parks. It is anticipated that private arrangements will be in place on how the car parks will be utilised in order to ensure a single entity controlling both vehicles on any given tandem is such that the tandem car park will provide functional and efficient car parking.

Access to the car parking facility will allow vehicles to enter and exit the site in forward gear, and limit the number of access points to public roads. Hillson Street is nominated as the service road to the car park entry/exit. The car parking areas will be sealed, drained and line-marked and of a suitable grading for safe and convenient parking. The development therefore provides a car parking layout which is safe, efficient and convenient for the use of residents, staff and other patrons.

## 6.6 Loading Bays



*The purpose of this clause is to provide for the loading and unloading of vehicles associated with the use of land. A warehouse use or development on a site must provide areas wholly within the site for loading and unloading of vehicles at the ratio of:*

*“..if for an office, restaurant or shop use or development, 1 loading bay for every 2 000m<sup>2</sup> of the total net floor area”.*

The combined total of shop and office net floor area is 826m<sup>2</sup> and therefore 1 loading bay is required to serve the commercial component development . The proposed development provides 1 loading bay with 7.5m x 3.5m dimensions. Complies

## 7.5 Private Open Space

The proposed development meet or exceed the minimum dimension (4m x 2.8m) and area (12m<sup>2</sup>) required for private open space to multiple dwellings without direct ground level access. The proposed balconies average 17m<sup>2</sup> to 54m<sup>2</sup> in area. The areas designated for private open space on these units are considered to be appropriately sited as they extend the function of the living area and of adequate size to provide for domestic purposes. Complies

## 7.6 Communal Open Space

*The purpose of Clause 7.6 is to ensure that suitable areas for communal open space are provided for multiple dwellings, where multiple dwellings do not have direct access to private open space at ground level. A minimum of 15% of the site, being not less than 6m wide at any point, is to be communal open space.*

The proposal designates approximately 628m<sup>2</sup> (22%) of the site for communal open space at level 8 of the building. The communal open space comprises; swimming pool, gym, bbq area, decking and landscaping. Complies

## 7.8 Building Design for multiple dwellings, hostels and supporting accommodation

*The purpose of this clause is to promote site-responsive designs for hostels, multiple dwellings and supporting accommodation which are pleasant for the occupants and do not unreasonably affect the use and enjoyment of adjacent land.*

The buildings' design and configuration on the site generally addresses the purpose and the intent of this clause due to the following:

- The inclusion and adaptation of open verandahs and balconies to the façade of the buildings creates a pleasant interface with the streetscape. Extensive streetscape activation and varying façade designs avoid any expanse of blank walls.
- The building provides path ways for breeze penetration through the building and individual dwellings.
- The siting of the building provides reasonable trade-off between building orientation for ventilation and solar orientation for minimal heat gain.
- The floor layouts of units are configured such that bedrooms and balconies are located in areas where overlooking issues and transmission of noise within the complex are minimised.

- The building design and use of selective materials reduce reflective surfaces.
- Air conditioning units will be screened where visible from the street and located in areas where they are accessible for servicing.
- The development promotes privacy through screening and allows casual surveillance of the public realm at all levels of the building.
- The integration of parking facility as part one building in a mixed-use development softens the impact of a stand-alone car park facility on the street scape and character of the locality.

## **8.2 Commercial and other Development in Zones HR, CV, CB, C, SC, TC,.....**

*The purpose of this clause is to promote site-responsive designs of commercial, civic, community, recreational, tourist and mixed use developments which are attractive and pleasant and contribute to a safe environment.*

The buildings' design and configuration on the site generally addresses the purpose and the intent of this clause due to the following:

- The proposed development promotes the principle of Community Protection through Environmental Design (CPTED) by encouraging casual and passive surveillance of the public realm through siting the building and vistas such that there is clear view of the streetscape at ground level and first floor active frontages and glazing areas.
- Pleasant appearance of structures through use of different materials to the façade of buildings and variation of roof design and heights.
- Minimise expanses of blank walls through fenestration and variation of building lengths.
- Energy efficiency by providing extensive eaves and selective building materials for better passive climate control.
- Hillson Street is proposed as the service road to the development as it is considered to be less busy and provides safe and convenient movement of vehicles to and from the site.
- The proposal provides loading bay at ground level to serve the development.
- Awnings are provided to street frontages
- The proposal provides children play ground area at ground level for the enjoyment of patrons.
- Landscaping is provided throughout the development including planters to terraces at the upper level of the building.

The proposed changes would result in minor changes to the façade of the approved building, in particular part level 1 as highlighted below. Figures 5 and 6 demonstrate the extent of change to the façade of the building before and after the proposed changes.

BEFORE...



Figure 5: Approved section of façade to Part Level 1

AFTER...



Figure 6: Proposed section of façade to Part Level 1

### 14.5.3 Palmerston City Centre Planning Principles and Area Plan

Development within the Palmerston City Centre is to be consistent with the following principles:

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1. *Provide a diversity of land uses including office and retail, entertainment, residential, tourist accommodation and community services, which reinforce the role of the City Centre as a competitive location for commerce and community activity in the region and as the principle focus for facilities and services for the Palmerston community.*

It is evident that Palmerston City Centre is evolving as a centre for commerce and community activity considering the changes it has gone through in the last 24 months. The upgrades to the centre square and realignment of The Boulevard are some of the developments preparing the City Centre to play its role in the Palmerston Community. It is however noted that the current developments within the City Centre comprise office, retail, entertainment tourist accommodation and community services. There are almost no residential dwellings within the City Centre. The proposed development which entails 36 residential dwelling is one of the new residential developments proposed in the City Centre and therefore will add to diversity of land uses in the City Centre.

2. *Relate the scale and density of development to the significance of the centre to both the region and the city and to reflect the desired future character by creating positive mixed use relationships, encouraging high density residential living and achieving people friendly urban places.*

The proposed mixed use development comprising retail, office and residential land uses plays an important role on the future character of the City Centre which encourages residential living within the locality where people can live, work and play. This in turn facilitates a compact and sustainable City Centre.

3. *Create a coherent and interconnected built environment and public domain that contributes to a sense of place and community within the centre that includes:*

*(a) legible connections between streets and movement corridors that assist orientation and movement within the centre;*

The site has three street frontages with paved pedestrian walk ways shaded with awnings for cover. This would allow easy movement between streets and within the centre. The development provides limited vehicle access from Hillson Street.

*(b) public transport facilities like buses, taxis, minibuses etc convenient to the central core;*

Palmerston bus terminal is located approximately 300m from the subject site, making it easily accessible by residents and patrons to the site.

*(c) an active interface between public and private areas through architectural devices such as articulated facades, arcades, detailing and material, and street level land uses that create interest and activity;*

Adequate street level activation exists at ground and first floor level in order to create interest at street level. In addition, the adaptation of alfresco decking, child play area and open balconies to the building creates both activity and interest between public and private areas.

*(d) awnings above the full width of pedestrian thoroughfares throughout the Palmerston City Centre; and*

The development provides awnings above the full width of pedestrian walk way.

*(e)strong themed landscaping to all streets and public spaces, particularly within the central core to enhance pedestrian and streetscape amenity.* Attachment B

The development proposes irrigated landscaping along all street frontages to the site in order to enhance the streetscape.

### **46(3)(b) - Interim Development Control Orders**

There are no interim development control orders applicable to the site or development.

### **46(3)(c) - Environmental Reports**

The development does not require the preparation of any environmental reports or impact statements under the Environmental Assessment Act.

### **46(3)(d) – Merits**

The proposed uses are consistent with the zoning of the land and promote the intent of NT Planning Scheme which is to provide for a diversity of activities including administrative, professional, office, entertainment, cultural, residential and retail and other business activities with a commitment to the separation of incompatible activities. The proposed development will facilitate the creation of safe and active street frontages and public places and add to the vibrancy of the Palmerston City Centre as a Primary Activity Centre.

### **46(3)(e) - Land Capability**

The site is considered capable of supporting the proposed development as it has a relatively flat with minimal and manageable physical constraints. The site is vacant and can be serviced to accommodate the development on site. The impact of the development is not beyond what would be normally expected of this type of development. Appropriate measures will be taken to ensure all stormwater is directed into Council's established drainage system.

### **46(3)(f) - Public Facilities and Public Open Space**

As the land is already nominated for zone CB (Central Business), the proposed development is not expected to create an additional need for public facilities or public open space as the needs are catered for within the requirements of the locality.

### **46(3)(g) - Public Utilities and Infrastructure**

Reticulated power and water services are available to service the proposed development and will be connected to the satisfaction of Power and Water Corporation. Appropriate measures will be taken to ensure all stormwater is directed to the existing Council's drainage network. Refuse will be collected in accordance with the requirements of relevant service authorities and agencies.

### **46(3)(h) - Potential impact on the existing and future amenity of the area**

The NT Planning Scheme defines amenity, in relation to a locality or building, as any quality, condition or factor that makes or contributes to making the locality or building harmonious, pleasant or

enjoyable. The proposed development aims to promote the intent and purpose of the Scheme in relation to amenity by respecting the amenity of adjacent and nearby uses. The proposed development will provide activation of the streetscape and contribute positively to the built form design and character of the locality. The development presents to all street frontages and provides active and interesting ground floor interaction with the public realm.

### **46(3)(j) - Public Interest of the development**

The proposed development is considered consistent with the public's expectation of land use in the area. The subject area is currently underutilised with very minimal development activity. The proposed mixed use development will increase activity and vibrancy of the City Centre.

### **46(3)(k) - Building Act Compliance**

There site is currently vacant and all proposed works are subject to the requirements of the *Building Act*.

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## Memorandum

<b>To</b>	LKA Constructions Pty Ltd	Mr Leo Athanasiou	info@lanominees.com
<b>Cc</b>			
<b>From</b>	Andrew Gane	<b>Date</b>	15 May 2017
<b>Subject</b>	Proposed Multi-Storey Mixed Use Development Lot 10024 Palmerston Cct, Palmerston, NT	<b>Project No.</b>	91734.01

This memorandum by Douglas Partners Pty Ltd (DP) presents an additional assessment associated with the geotechnical investigation undertaken for the proposed multi-storey mixed-use development on Lot 10024 and part Lot 9609, Palmerston Circuit in Palmerston, Northern Territory. The initial investigation and this additional assessment was requested by Mr Leo Athanasiou of LKA Constructions Pty Ltd and they were undertaken in accordance with DP's proposal DWN170053 dated 22 March 2017, which included rates for any variations to the initial scope.

It is understood that the development currently comprises construction of an eight level building plus one basement level to about 3 m below the existing surface level over about half of the site. The aim of this assessment was to provide a summary of the potential geotechnical hazards or issues associated with excavation and construction of a basement at the site.

The results of the previous investigation by DP are presented in our report titled '*Report on Geotechnical Investigation, Proposed Multi-Storey Mixed Use Development, Lot 10024 and Part of Lot 9609 Palmerston Circuit, Palmerston, NT, Prepared for LKA Constructions Pty Ltd, Project 91734.00 dated April 2017*'. As detailed in this previous report, the ground conditions at the site identified in the boreholes and test pits were inconsistent and generally comprised:

- approximately 0.25 m of topsoil;
- lateritic clayey sand and gravel to between 0.45 m and 1.0 m depth;
- lateritic and cemented gravelly clay to maximum depths of between 1.4 m and 2.0 m depth in some test holes;
- residual silty clay to maximum depths of between about 2.9 m and 3.0 m in some test holes;
- medium to high strength porcellanite bedrock that decreased in strength with depth, at the western end of the site, from a depth of 1.4 m; and
- very low to low strength phyllite bedrock that also decreased in strength with depth, at the eastern end of the site, from a depth of 2.9 m.

Excavation and construction of the basement will require removal of the overburden soils then variable rock comprising medium to high strength porcellanite and very low to low strength phyllite.



Based on above and additional detailed information given in our previous report, it is considered that the primary geotechnical hazards and issues associated with excavation and construction of a basement at this site are as follows:

1. The extent of temporary and permanent excavation support required during and after excavation of relatively weak overburden soils. Several temporary support options could be considered, such as shotcrete and rock dowels or shoring with internal props, etc. Permanent support will comprise reinforced concrete walls, propped by internal flooring.
2. Excavation of an unknown quantity of strong rock as encountered at the western end of the site. Excavation of this material will likely require heavy excavation plant with rock breaking equipment. Vibrational effects of the rock breaker during excavation may affect surrounding buildings, personnel or other structures, leading to possible claims by third parties.
3. The likelihood that a fault or steep bedding is present at the site, as shown by the variation in rock condition between the boreholes. This could present a number of geotechnical issues, relating to differential movements of the foundations below basement level, major excavation instability along fault planes or weak zones, and weak sheared zones of rock in the excavation or immediately below the basement.
4. Unknown groundwater conditions at the site and the potential for shallow groundwater and heavy inflows into the basement. The standing groundwater level was not identified during the previous investigation but it could rise to close to the surface level after heavy or sustained wet season rainfall. The inflow rate could be highly variable due to the presence of variable strength, fractured rock and the possible fault / shear zone. This will require large permanent pumping equipment in the basement with multiple redundancies, or adoption of a fully tanked basement. Both options add significant upfront capital costs and ongoing maintenance costs to the project. Even with groundwater control systems in place, it is possible that the groundwater could adversely affect the basement during the life of the building, as has occurred on several basement projects in Darwin and Palmerston where:
  - o pumps could not accommodate the inflow rates and minor flooding occurred;
  - o pumps failed leading to minor flooding; and
  - o minor groundwater seepage has caused dampness and growth of mould.
5. Deep (about 1 m below basement levels) spread foundation systems founded on variable and some weak rock will be necessary as building support, to accommodate possible differential movements on the disturbed rock formation. The variability in founding conditions will remain if the basement is not excavated but it is possible that footings could be founded in shallow strong soils or the weak upper bedrock surface with less variation in founding properties and less propensity for weak founding rock to be disturbed during bulk excavation of a basement.
6. Potential contaminated soils (unlikely but possible) that may be encountered in the excavation, which would require subsequent removal and / or treatment.
7. The requirement to remove and dispose of significant quantities of excavated soil and rock from the site, most of which is only likely to be suitable for reuse as general filling, depending upon the degree to which excavated rock is broken down.

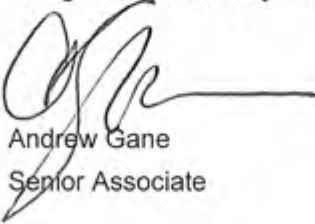
The previous geotechnical investigation was carried out with the intention of assessing the issues and geotechnical hazards outlined above, as well as other geotechnical related issues (ie foundation



design). Whilst this previous work is aimed at minimising the risks associated with the above issues it does not eliminate the risks entirely and there are other potential unforeseen risks that could also occur and be encountered upon commencement of bulk excavation.

We trust the above is suitable for your present requirements. Please don't hesitate to contact the undersigned should you require further information or clarification of the above.

**Douglas Partners Pty Ltd**



Andrew Gane  
Senior Associate

Reviewed by

John Harvey  
Principal

### **Limitations**

DP has prepared this memorandum for this project at Lot 10024 Palmerston Circuit, Palmerston, NT in accordance with DP's variation rates in proposal DWN170053 dated 22 march 2017 and acceptance received from Mr Leo Athanasiou of LKA Constructions Pty Ltd. The work was carried out under DP's Conditions of Engagement. This report is provided for the exclusive use of LKA Constructions Pty Ltd for this project only and for the purposes as described in the report. It should not be used by or relied upon for other projects or purposes on the same or other site or by a third party. Any party so relying upon this report beyond its exclusive use and purpose as stated above, and without the express written consent of DP, does so entirely at its own risk and without recourse to DP for any loss or damage. In preparing this report DP has necessarily relied upon information provided by the client and/or their agents.

The results provided in the report are indicative of the sub-surface conditions on the site only at the specific sampling locations, and then only to the depths investigated and at the time the work was carried out. Sub-surface conditions can change abruptly due to variable geological processes and also as a result of human influences. Such changes may occur after DP's field testing has been completed.

DP's advice is based upon the conditions encountered during the previous investigation. The accuracy of the advice provided by DP in this report may be affected by undetected variations in ground conditions across the site between and beyond the sampling locations. The advice may also be limited by budget constraints imposed by others or by site accessibility.

This report must be read in conjunction with all of the attached and should be kept in its entirety without separation of individual pages or sections. DP cannot be held responsible for interpretations or conclusions made by others unless they are supported by an expressed statement, interpretation, outcome or conclusion stated in this report.

This report, or sections from this report, should not be used as part of a specification for a project, without review and agreement by DP. This is because this report has been written as advice and opinion rather than instructions for construction.

<b>ITEM NUMBER:</b>	13.1.6	Affixation of Common Seal – Variation to Crown Lease Term 2402 over Lot 11497 Town of Palmerston
<b>FROM:</b>		Director of Technical Services
<b>REPORT NUMBER:</b>	8/1186	
<b>MEETING DATE:</b>	6 June 2017	

---

**Municipal Plan:**

2. Economic Development

2.2 Local Business and Industry

2.2 We are committed to ensuring local businesses and industry receive the support they need in order to grow and prosper within our region

**Summary:**

This report seeks Council approval to affix Council's Common Seal and sign the attached Variation of Crown Lease Term (**Attachment A**) between the City of Palmerston and the Department of Infrastructure, Planning and Logistics.

**RECOMMENDATION**

1. THAT Council receives Report Number 8/1186.
2. THAT the Mayor and Chief Executive Officer be authorised to sign and seal the Variation of Crown Lease for Crown Lease Term (CLT) 2402 over Lot 11497 Town of Palmerston.

**Background:**

The City of Palmerston was granted a Crown Lease Term (CLT) 2402 over Lot 11497 for a period of five years for the purpose of developing and operation of a waste transfer station and ancillary uses. The expiry date of this lease is 9 November 2019.

**General:**

On 10 May 2017 Council wrote to the Chief Executive – Department of Infrastructure, Planning and Logistics requesting an extension to CLT 2402 for a further ten years in order to make subleasing sites within Lot 11497, commercially viable to business.

**Financial Implications:**

The cost to process this variation is \$300.00 which is available in the 2016/2017 budget.

**Legislation/Policy:**

Nil

**Recommending Officer:** Mark Spangler, Director of Technical Services

Any queries on this report may be directed to Mark Spangler, Director of Technical Services on telephone (08) 8935 9958 or email [mark.spangler@palmerston.nt.gov.au](mailto:mark.spangler@palmerston.nt.gov.au)

**Author:** Rishenda Moss, Environment and Emergency Operations Officer.

**Schedule of Attachments:**

Attachment A: Variation to Crown Lease – Form 19.



Land Title Act  
REGISTRAR-GENERAL'S DIRECTIONS



NORTHERN TERRITORY OF AUSTRALIA

<b>V</b>	<b>A</b>	<b>No:</b>
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**IMPORTANT NOTICE**

Please Note Privacy Statement Overleaf

**VARIATION OF CROWN LEASE**

Pursuant to the *Crown Lands Act* or other Act specified below the Minister or delegate of the Minister administering the Act produces this document, being a notice in writing of the variation of the lease to the Registrar-General. The Minister or delegate of the Minister has agreed to vary the lease as described below subject to the mortgages, encumbrances and other instruments affecting the land including any created by dealings lodged for registration prior to the lodging of this instrument.

(NOTES 1 - 2)

EXTENSION OF LEASE DATE	9 November 2029
-------------------------	-----------------

(NOTE 3)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CLT 2402	794	992	Town of Palmerston	Lot 11497	S2013/193	

(NOTE 4)

REGISTERED PROPRIETOR	Name only: City of Palmerston
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(NOTE 5)

POWER TO VARY	Section 56 (1) of the <i>Crown Lands Act</i>
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(NOTE 6)

DETAILS OF VARIATION	Ten (10) year extension to term of the lease to 9 November 2029
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(NOTE 7)

SIGNED and sealed for and on behalf of the City of Palmerston in accordance with Section 26 of the *Local Government Act* by authorised persons:

Signature:.....

Full Name:.....

Position:.....

Signature:.....

Full Name:.....

Position:.....

on (Date) .....

.....

SIGNED by the Delegate of the Minister for Infrastructure, Planning and Logistics

**BRUCE WILLIAM MICHAEL**

Executive Director Planning and Development

on (Date) .....

In the presence of:

.....

Signature of qualified witness

.....

Full name of qualified witness

.....

Witness contact address/phone number

(NOTE 8)

## CONSENT OF INTEREST HOLDERS (Note 8)

Instrument type: .....	Instrument type: .....
Instrument No: .....	Instrument No: .....
Name of Parties: .....	Name of Parties: .....
.....	.....
I the registered proprietor of the interest shown above consent to the registration of this instrument.	I the registered proprietor of the interest shown above consent to the registration of this instrument.
Signed: .....	Signed: .....
(Date): .....	(Date): .....
In the presence of: .....	In the presence of: .....
Name of Witness: .....	Name of Witness: .....
Address or Telephone No.: .....	Address or Telephone No.: .....

### SCHEDULE OF NOTES

1. This form may be lodged in duplicate. The original must be typed or completed in ink or biro. The duplicate may be a copy of the original but the signatures of all parties and their witnesses must be original and signed in ink or biro. Alterations to information entered on the form should be crossed out (not erased or obliterated by painting over) and initialled by the parties.
2. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
3. Insert the date for an extension of the Crown Lease Term. If this variation does not include an extension of the term insert the words "not applicable".
4. Volume and Folio references must be given together with complete parcel descriptions. If the certificate as to title has been issued it must be produced.
5. Insert full name. Address is not required.
6. Insert the section of the *Crown Lands Act* or other Act specified under which the variation is approved.
7. Insert details of variation.
8. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Profession Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.  
A witness to an instrument executed by an individual must first:
  - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
  - have the individual execute the document in the presence of the witness;
  - not be a party to the instrument; and
  - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).
 After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.  
For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.  
For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Direction.
9. Quote instrument type, number and attach consent or complete the above consent of interest holders if required.

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### PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The NT Government also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

**ITEM NUMBER:** 13.1.7 Super Block and Water Tower Carparking Changes  
**FROM:** Director of Technical Services  
**REPORT NUMBER:** 8/1187  
**MEETING DATE:** 6 June 2017

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**Municipal Plan:**

2. Economic Development

2.3 City Planning

2.3 We are committed to effective and responsible city planning which balances and meets both residential and commercial needs in our community

**Summary:**

City of Palmerston holds an Occupational License (OL) over the “Super Block” carpark (Lot 9635).

The OL has now been terminated (**Attachment A**).

The following report examines options available to Council regarding accommodating the change in carparking numbers that has resulted from the termination of the OL.

**RECOMMENDATION**

1. THAT Council receives Report Number 8/1187.
2. THAT the Northern Territory Government be advised that Council would be prepared to enforce Traffic Regulations in regard to parking on the Super Block carpark at a cost of \$50 per bay per annum indexed each year by the Darwin CPI.
3. THAT the Mayor and Chief Executive Officer be authorised to sign and seal a carparking enforcement agreement for the Super Block carpark.
4. THAT Randazzo Investments Pty Ltd be notified that Council will be terminating the existing agreement between Randazzo Investments and Council for 40 bays in the Water Tower carpark on 30 June 2017.

**Background:**

Council held a lease over lot 9635 for the purpose of providing carparking. The lease expired on 20 March 2017. Council then acquired an OL over lot 9635 and additional areas adjacent to lot 9635. The OL will terminate on 7 June 2017.

Recent discussions with Government have been around the establishment of a new OL in favour of the City of Palmerston with a condition that 65 bays would be reserved for government vehicles free of charge.

Council is party to an agreement with Randazzo under which 40 parking permits are granted free of charge for all day parking in the Water Tower 2hr carpark (Zone A). This agreement terminates on 30 June 2022.

**General:**

Council currently has an enforcement agreement over the Palmerston Shopping Centre Carpark (**Attachment C**). The agreement covers approximately 840 bays and nets Council \$40,807 income per annum in addition to infringement revenue. It is estimated that Council received approximately \$85,000 revenue annually from this arrangement.

It is estimated that around 105 parking bays exist at the Super Block site. Of these around 64 bays are expected to transfer to the Super Block developer within the next 6 months. This would leave 41 bays available for government vehicles. Based on the bay number/income expected ratio of the Palmerston Shopping Centre Council may expect to receive approximately \$100 per bay per annum in revenue from the site. This includes payment for enforcement as well as infringements.

The Car Parking Licence agreement between Council and Randazzo Investments Pty Ltd (RI) (**Attachment B**) allows for 40 bays in the Water Tower car park to be used by RI or their tenants at no charge and without daily time limits. The licence expires on "30 June 2022 or such earlier dates as Highway House shall be demolished, destroyed, damaged so as to be unfit for use or, in the opinion of the Development Consent Authority, the licensee commences renovations, reconstruction or refurbishment of a substantial nature requiring a change in the carparking requirements for that building".

In March 2010 RI made a development application to Refurbish Existing Building and Increase Office Floor Area on Level 5. This resulted in a development permit being issued which required the number of parking bays being provided on site being raised by a total of 3 motorcycle bays.

It appears that the act of refurbishment and the determination of the DCA that additional carparking is required has meant that the Car Parking Licence has now reached the end of its Term.

Council can now return 40 bays in the 2hr Water Tower parking lot to service and charge for the bays in accordance with the carparking Zone A changes. Staff understand that the NTG hold 30 of the 40 permits and will in future be locating their vehicles on lot 9635. The remaining 10 bays are presumed to be used by other tenants of Highway House.

**Financial Implications:**

Under enforcement



agreements Council can achieve revenues of around \$100 per bay per year. The superblock is likely to have around 105 bays initially (first 6 months) then 41 bays after that. The expected revenue in the 1<sup>st</sup> year is therefore

$$105 \times 100 / 2 = \$5,250$$

$$41 \times 100 / 2 = \$2,050$$

$$\text{Total} = \$7,300$$

The carpark would require a minimum of 2 ticket machines which are likely to cost \$11,000 to supply and install. The maximum revenue in the first year from charging is likely to be

$$40 \times \$4 \times 125 = \$20,000 \text{ assuming that permit holders don't use the carpark}$$

If Council chooses to enforce the carpark but not hold an OL over the land then it would receive the enforcement revenue without the costs (lighting, line marking, reseal, signage, depreciation etc.).

A further 40 bays in Zone A (Water Tower Carpark) has the ability to attract a maximum level of revenue of \$162,000 per year at 100% occupancy. At 80% occupancy this value would be \$130,000.

**Legislation/Policy:**

Northern Territory Traffic Regulations  
REG03 - City Centre Car Parking Policy

**Recommending Officer:** Mark Spangler, Director of Technical Services

Any queries on this report may be directed to Mark Spangler, Director of Technical Services on telephone (08) 8935 9958 or email [mark.spangler@palmerston.nt.gov.au](mailto:mark.spangler@palmerston.nt.gov.au)

**Schedule of Attachments:**

Attachment A: Notice of Termination – Occupation Licence 052

Attachment B: Car Parking Licence agreement between Council and Randazzo Investments Pty Ltd

Attachment C: Car Parking Licence agreement between Council and Joondanna Investments Pty Ltd





Mr Mark Spangler  
A/Chief Executive  
City of Palmerston  
PO Box 1  
PALMERSTON NT 0831

**Chief Executive**  
Level 5 Energy House  
18-20 Cavenagh Street  
DARWIN NT 0800

**Postal Address**  
GPO Box 1680  
DARWIN NT 0800

T 08 8924 7029  
E [andrew.kirkman@nt.gov.au](mailto:andrew.kirkman@nt.gov.au)

**File Ref:** SOL0052

*Mark*

Dear Mr Spangler

**Re: Notice of Termination - Occupation Licence 052**

I refer to Occupation Licence 052 (enclosed) over Lot 14840(A) Town of Palmerston granted to City of Palmerston for the purpose of overflow car parking for the Palmerston Recreation Centre, and the introduction of the Palmerston City Centre Parking Strategy commencing 5 June 2017.

Special Condition 8 of the Occupation Licence provides that: *'The licensee acknowledges that the grant of an Occupation Licence does not confer any right to a lease, and that at any time a two (2) week notice to terminate the Occupation Licence may be served.'*

I hereby provide notice for the termination of Occupation Licence 052, effective 5pm 7 June 2017.

The termination will provide an opportunity for this Department, City of Palmerston and Randazzo Properties Pty Ltd to develop solutions in relation to the site given the tenure arrangements peculiar to this site.

This Department welcomes City of Palmerston's input into these discussions and will be in contact shortly to discuss potential solutions.

Should you have any queries in the meantime, please contact Ms Sarah Temple, Executive Director Corporate Services, on telephone (08) 8924 7006 or by email at [Sarah.Temple@nt.gov.au](mailto:Sarah.Temple@nt.gov.au).

Yours sincerely,



ANDREW KIRKMAN  
Chief Executive

25 May 2017

Mr Gary Boyle  
City of Palmerston  
PO Box 1  
PALMERSTON NT 0831

**Crown Land Estate**  
Level 5 Energy House  
18-20 Cavenagh Street  
DARWIN NT 0800

**Postal Address**  
GPO Box 1680  
DARWIN NT 0800

T 08 8999 7019  
E [mark.meldrum@nt.gov.au](mailto:mark.meldrum@nt.gov.au)

**File Ref:** SOL0052

Dear Mr Boyle

**Re: Occupation Licence 052 – Lot 14840(A) Town of Palmerston**

I refer to your correspondence of 14 March 2017, requesting an Occupation Licence over Lot 14840(A) Town of Palmerston (area in blue on the attached plan) to City of Palmerston for the sole purpose of overflow car parking for the Palmerston Recreation Centre.

I am pleased to advise that I have approved the grant of Occupation Licence No. 052 over Lot 14840(A) Town of Palmerston at nil cost, for the period 21 March 2017 to 20 June 2017.

I note that this licence does not confer a right for permanent tenure and a two-week notice to terminate the licence may be served at any time. City of Palmerston is encouraged to continue to work with this Department regarding an alternative solution should this licence be terminated.


This letter and the enclosed licence must be **signed on each page** by City of Palmerston, thereby signifying its acceptance of the conditions of the licence. It is requested that the licence documents are not dated.

Please return the executed letter and licence by **Friday 17 March 2017** to:

Attn: Kisha Avellanosa  
Crown Land Estate  
Department of Infrastructure, Planning and Logistics  
PO Box 1680  
DARWIN NT 0801

In the event that City of Palmerston has not accepted the offer within the timeframe specified, this offer will automatically lapse, unless a written extension has been sought and granted prior to the expiry date.

Occupation Licence No. 052 will only become valid once the enclosed licence is executed by the delegate of the Minister, which will occur shortly after the signed documents have been returned to this Department. Once signed by the delegate of the Minister, an original copy of the documents will be forwarded to you for your records.

Signed		Company Seal (if applicable)
Position	Acting Chief Executive Officer	
Date	17/3/17	


Should you have any queries relating to this matter, please contact Ms Kisha Avellanosa, Senior Project Officer, Crown Land Estate, on telephone (08) 8924 7332 or via email at [Kisha.Avellanosa@nt.gov.au](mailto:Kisha.Avellanosa@nt.gov.au).

Yours sincerely,



MARK MELDRUM  
Director Crown Land Estate

16 March 2017

Signed 	Company Seal (if applicable)
Position <u>Acting Chief Executive Officer</u>	
Date <u>17/3/17</u>	



Palmerston Bus Terminus

Ngour Lane

The Boulevard

Palmerston Circuit

Lot 14840(A) Town of Palmerston

approx 3468m<sup>2</sup>

© Northern Territory of Australia 2016

12 28'12.01" S 130 59'05.93" E elev 44 m

**NORTHERN TERRITORY OF AUSTRALIA**

Crown Lands Act

OCCUPATION LICENCE NO. 052

LICENCE to occupy Crown lands for the sole purpose of overflow car parking for the Palmerston Recreation Centre located on Lot 9609 Town of Palmerston.


WHEREAS, City of Palmerston, of PO Box 1, Palmerston, Northern Territory 0831 applied for a licence to occupy Crown lands for the sole purpose of overflow car parking for the Palmerston Recreation Centre located on Lot 9609 Town of Palmerston.

NOW, THEREFORE, in pursuance of the *Crown Lands Act*, City of Palmerston is hereby licensed to occupy for the said purpose, from 21 March 2017 to 20 June 2017, the Crown lands situated at Lot 14840(A), Town of Palmerston and comprising an area of approximately 3468 m<sup>2</sup> as shown on the attached plan, subject to the provisions of the said Act, the Regulations thereunder and the attached Special Conditions.

Dated this 17 day of March 2017

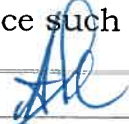
Delegate of the Minister   
SIMON FLAVEL  
A/MANAGER LAND TRANSACTIONS

CONDITIONS SHOWN OVERLEAF

Signed 	Company Seal (if applicable)
Position <u>Acting Chief Executive Officer</u>	
Date <u>17/3/17</u>	

**SPECIAL CONDITIONS**

1. The fee for this Licence shall be nil. This licence may be subject to an annual review.
2. The Licence is granted for the sole purpose of overflow car parking for the Palmerston Recreation Centre located on Lot 9609 Town of Palmerston and the land may not be used for any other purpose (Crown Lands Regulation 29).
3. This Licence does not confer a right to exclusive possession.
4. The Licensee is not entitled to erect improvements (including parking meters) without the prior approval of the Minister as provided for in Regulation 33(1) of the Crown Lands Regulations. Removal of any improvements from the licence area is to have the prior approval of the Minister (Crown Lands Regulation 33(2)).
5. The Territory will not be liable to compensate the Licensee for loss or damage to property (including any improvements constructed or placed on the Licensed Area) nor to pay compensation for the improvements upon the expiry or sooner termination of the Licence and the Licensee releases and fully discharges the Territory from any liability it may have in that regard.
6. The Licensee shall, in respect of land included in the licence, ensure that at all times and to the satisfaction of the Minister, the land is kept clean, tidy and free from all weeds, long grass, debris, dry herbage, rubbish, carcasses of animals and other unsightly or offensive, poisonous, toxic or hazardous matter and harbour for insects, pests and the breeding of mosquitoes during the term and on expiration of the licence.
7. If the Licensee fails to observe and carry out or to cause to be observed or carried out the conditions of clause 6 above on his part, the Territory shall have a right to enter onto the demised premises and do all things necessary to that end and the expense and cost thereof (as determined by the Minister) shall be borne and payable by the licensee on demand.
8. The Licensee acknowledges that the grant of an Occupation Licence does not confer any right to a lease, and that at any time a two (2) week notice to terminate the Occupation Licence may be served.
9. The Licensee shall comply with all laws and directions of any competent authority and must obtain all necessary approvals (including, but not limited to, approvals under the *Traffic Act* and the *Planning Act*) prior to commencing work on the Licensed Area and in relation to its use and occupation of the Licensed Area generally.
10. The Licensee shall obtain a policy of public risk insurance (minimum \$10 million) in respect of the licensed area and shall produce a Certificate of Currency to evidence such policy to the Director, Crown Land Estate,

Signed   
 Position Acting Chief Executive Officer  
 Date 17/3/17

Company Seal  
(if applicable)

Department of Infrastructure, Planning, and Logistics, Darwin.

11. City of Palmerston indemnifies the Northern Territory of Australia against any claims of any nature that may arise directly or indirectly from the occupation of the land or the activities conducted whilst under this Occupation Licence.
12. The Licence does not extend to cover the doing of any act or thing, which may become a danger or nuisance to the tenants or occupiers of adjoining lands.
13. The Licensee shall enter, occupy and use the area entirely at the Licensee's risk.
14. The Licensee shall be totally responsible for the provision and costs of supplying power, water and sewer services to the licensed area where required.
15. Upon the expiry or sooner termination of the Licence, any infrastructure including fencing is to be removed and the land reinstated to the natural condition of the site prior to the issue of the Occupation Licence to the satisfaction of the Minister.
16. The Licensee may apply in writing to extend this licence. Should the licensee wish to apply for an extension the application must be received by the Department of Infrastructure, Planning, and Logistics at least one month prior to the expiry of the current licence. Any extension is at the sole discretion of the Minister.

Signed 	Company Seal
Position <u>Acting Chief Executive Officer</u>	(if applicable)
Date <u>17/3/17</u>	

## CAR PARKING LICENCE

STAMP DUTY

03/06/02

THIS DEED is made the

27<sup>R</sup>

day of

6347 07572501 copy duty  
 Pursuant to instrument stamp  
 6347 07572501 DD duty

2002.

\$5.00

\$20.00

**BETWEEN:** **PALMERSTON CITY COUNCIL** whose Council offices are situate at Civic Plaza Centre, 2 Chung Wah Terrace, Palmerston in the Northern Territory of Australia (**Licensor**)

**AND:** **RANDAZZO INVESTMENTS PTY LTD (ACN 009 614 877)** the registered office of which is situate at 1st Floor, 1 Briggs Street, Darwin in the said Territory (**Licensee**)

**RECITALS:**

- A. The Licensor is, or is entitled to be, registered as proprietor of all that piece of land being Lot 5999 Town of Palmerston in the said Territory as identified on the attached plans "A" and "B" and outlined in red on plan "A" (**Land**).
- B. The Land is currently divided into car parking bays as delineated on the attached plan "B".
- C. The Licensee is the registered proprietor of all that piece of land being Lot 21 Town of Palmerston in the said Territory more particularly described in Certificate of Title Volume 489 Folio 181 on which is erected the building known as Highway House (**Highway House**).
- D. The Licensor has agreed to grant a non-exclusive right to the Licensee to use, subject to their availability, forty (40) car parking bays (**Car Parks**) for the Term on the terms and conditions set out in this Deed (**Licence**).
- E. In consideration of the grant of this Licence, the Licensee has agreed to waive the rights to the provision of car parking space on the Land which it acquired pursuant to a development agreement dated 26 March 1982 with respect to Highway House, entered into between the Licensee and the Northern Territory of Australia.

**OPERATIVE PART:****1. Interpretation and Definitions**

1.1 In this Licence except to the extent that the context otherwise requires:

- 1.1.1 a reference to currency means the lawful currency of the Commonwealth of Australia;
- 1.1.2 a reference to a clause, recital, schedule, exhibit or annexure refers to a clause, recital, schedule, exhibit or annexure of this Licence;



- 1.1.3 recitals, schedules, exhibits and annexures form part of this Licence;
  - 1.1.4 headings used in this Licence are for convenience only and shall not affect construction of the Licence, interpretation or meaning and do not form part of this Licence;
  - 1.1.5 a reference to a party to this Licence shall be construed to include a reference to its successors and permitted assigns;
  - 1.1.6 a reference to 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;
  - 1.1.7 any words importing the singular number include the plural and vice versa;
  - 1.1.8 any words importing one gender include the other genders;
  - 1.1.9 any reference to a person shall be construed to include 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 shall include a reference to the person's executors, administrators, successors, substitutes (including without limitation, a person taking by novation) and permitted assigns;
  - 1.1.10 any reference to "writing" shall be construed as including printing, typewriting, photocopying or any other mode of reproducing words in a visible form and in the English language and "written" has a corresponding meaning;
  - 1.1.11 where two or more persons are named as a party to this Licence their liability is joint and several and every covenant or agreement expressed or implied in this Licence in which two or more persons covenant and agree shall bind such persons and any two or more of them jointly and severally;
  - 1.1.12 where the day on which an act, matter or thing is to be done under this Licence is not a Business Day, the act, matter or thing shall be done on the next day which is a Business Day.
- 1.2 In this Licence:
- 1.2.1 **Business Day** means a day that is not a Saturday, Sunday or public holiday in Darwin;

- 1.2.2 **Licence** means the licence granted by this Deed and includes all subsequent changes, departures, amendments, variations, waivers and modifications made in accordance with this Licence;
- 1.2.3 **Term** means the period from the date of issue of a Certificate of Title to the Land in favour of the Licensor until 30 June 2022 or such earlier date as Highway House shall be demolished, destroyed, damaged so as to be unfit for use or, in the opinion of the Development Consent Authority, the Licensee commences renovation, reconstruction or refurbishment of a substantial nature requiring a change in the car parking requirements for that building.

## 2. Licence to use Car Parks

- 2.1 The Licensor grants to the Licensee and the Licensee accepts from the Licensor a non-exclusive licence to use the Car Parks for the term of this Licence, and with all others entitled to use the same, all designated points of ingress and egress to and from the Land in order to obtain access to the Car Parks.
- 2.2 No licence fee shall be payable by the Licensee to the Licensor with respect to the Car Parks.
- 2.3 The Licensee shall be entitled to authorise its agents, employees, servants and invitees to use the Car Parks. The Licensee shall submit to the Licensor on the commencement of this Licence and on each anniversary thereof, a list of the registration numbers of the vehicles which the Licensee has authorised to use the Car Parks. The Licensor shall issue identification stickers for the Car Parks and shall deliver these to the Licensee for distribution to the owners of the motor vehicles entitled to use the Car Parks. The identification stickers shall expire at the end of every year.
- 2.4 For the purposes of this clause, the term "the Licensee" shall include the Licensee, its permitted assigns and successors in title.

## 3. Licensor's Covenant

The Licensor covenants not to transfer or grant any form of interest in the Land to a third party without requiring that third party to enter into an agreement with the Licensee on substantially the same terms and conditions as are contained in this Licence.

## 4. Licensee's Rights in Event of Reduction of Car Parking Area

- 4.1 The Licensor hereby warrants that if at any time during the period referred to in clause 3.1 the total number of car parking bays on the Land is reduced to one hundred and forty (140) or fewer, the Licensor shall use its best endeavours to enable the Licensee to have exclusive access to forty (40) car parking bays as close as is then practical to Highway House taking into account the functional requirements of the balance of the Land and any other issues which might affect the retention of land in proximity to Highway House for the purposes of car parking.

If the granting of exclusive access referred to in this clause requires approval of the Development Consent Authority pursuant to the *Planning Act* or any other then current legislation, the Licensee shall pay to the Licensor all its reasonable costs incurred in obtaining such approval.

- 4.2 Where the circumstances referred to in clause 4.1 occur, the Licensee shall have the exclusive right to the use of forty (40) car parking bays within an area mutually agreed between the parties (and subsequently identified on a plan which shall be annexed to this Licence and marked "C") as being the closest in proximity to Highway House, having regard to the grouping together of such car parking bays, the need for ingress and egress, and any other reasonable factors which may be relevant at that time.

## 5. Maintenance and Repair

The Licensor shall comply with all obligations imposed by the grant of the Land or by any regulation, order or law in relation to the maintenance and repair of the Land and passages of ingress thereto and egress therefrom provided however that the Licensor shall not be deemed to be in breach of its obligations under this clause by reason of any temporary closure or reasonable servicing, maintenance or repair disruptions.

## 6. Variation

Any change, departure from, amendment, variation, waiver or modification of any provision contained in this Licence shall have no force or effect on any party unless the same is evidenced in writing and signed by all parties to this Licence.

## 7. Costs

The Licensee shall bear and be responsible for all legal costs and disbursements arising under or in respect of this Licence (including any stamp duty, if any, payable thereon) and shall indemnify and keep indemnified the Licensor in respect thereof.

## 8. Default

- 8.1 In the event that any party to this Licence fails to honour any of the covenants herein, or breaches any term or condition of this Licence, that party shall be in default (**Default**).
- 8.2 When a Default occurs, the aggrieved party shall be entitled to serve a notice on the defaulting party requiring remedy of the Default within twenty eight (28) days (which period shall be deemed to be a reasonable period in which to remedy any Default hereunder).

## 9. Governing Law

This Licence shall be governed by and construed in accordance with the laws in force in the Northern Territory of Australia.

**10. Waiver**

No waiver by any party to the Licence of any breach or non observance by another party of any of the covenants, conditions or agreements herein contained shall be or be considered to be a general waiver and such waiver shall effect only as to the particular breach or non observance in respect of which it was made. Without limiting the generality of the foregoing, any waiver of a continuing breach shall 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.

**11. Severance**

If any term, condition or covenant of this Licence or the application thereof to any person or circumstance becomes invalid or unenforceable the remaining terms, covenants and conditions will not be affected thereby.

**12. Dispute Resolution**

- 12.1 Where any party reasonably considers that a dispute has arisen which is not able to be satisfactorily resolved between the parties, that party shall request the then president of the Law Society of the Northern Territory (or the principal officer of any successor organisation) (**Appointor**) to appoint a Northern Territory member of that organisation duly qualified in mediation and dispute resolution (**Appointee**) to determine the dispute. The Appointor shall inform the parties of the appointment within seven (7) days of the date of the appointment (**Notification**).
- 12.2 The Appointee shall:
- 12.2.1 act as an expert and not an arbitrator;
  - 12.2.2 have at least five (5) years of experience in mediation and dispute resolution.
- 12.3 The Appointee shall make a determination and inform the parties of that determination within four (4) months of the Notification. The determination of the Appointee shall be in writing, shall state the reasons for the determination, and shall be final and binding on the parties.
- 12.4 If the Appointee:
- 12.4.1 fails to accept the appointment;
  - 12.4.2 fails to make a determination within four (4) months of the Notification;
  - 12.4.3 becomes incapacitated or dies; or
  - 12.4.4 resigns the appointment for any reason whatsoever before making a determination,

then any party may request the Appointor to appoint a substitute Appointee.

- 12.5 The Appointee shall provide all parties with an opportunity to make written submissions regarding the dispute, which submissions must be delivered to the Appointee within twenty one (21) days of the Notification. A copy of each party's submission shall be made available to the other parties and all parties shall have the right to reply in writing within a further period of twenty (21) days after receipt by the party of each written submission by any other party.
- 12.6 The Appointee may choose to hear oral submissions by the parties in lieu of or in addition to receiving written submissions, and to require the parties to attend at mediation conferences in an attempt to resolve the dispute.
- 12.7 The parties shall bear equally all costs incurred with respect to a determination in accordance with this clause.

**13. Notices**

- 13.1 All notices, approvals, consents, demands or other communications required or permitted to be given under this Licence shall be in writing and shall be served personally or by prepaid post or facsimile transmission to the address or facsimile number of the party as specified herein or at such other address or facsimile number as any party may have specified by notice to the other parties.
- 13.2 A notice, approval, consent, demand or other communication sent by:
  - 13.2.1 prepaid post is to be taken as received on the third Business Day after posting;
  - 13.2.2 facsimile transmission is to be taken as received upon production of a transmission report from the facsimile machine of the sender which shows that the transmission was sent in its entirety and to the facsimile number notified by the recipient, if produced before 5.00 p.m. on a Business Day, otherwise on the next Business Day.

EXECUTED as Deed on the above date.

THE COMMON SEAL of )  
 PALMERSTON CITY COUNCIL )  
 was hereunto affixed in the presence )  
 of: ANNETTE BURKE )  
 MAYOR )  
 \_\_\_\_\_ )  
 Full Name & Position )  
 ROYDON ROBERTSON )  
 CHIEF EXECUTIVE OFFICER )  
 \_\_\_\_\_ )  
 Full Name & Position )

*Annette Burke*  
 \_\_\_\_\_  
 Signature

*Roydon Robertson*  
 \_\_\_\_\_  
 Signature

EXECUTED by )  
**RANDAZZO INVESTMENTS PTY LTD** )  
in accordance with the *Corporations* )  
*Act 2001:* )

*GIUSEPPE RANDAZZO* )  
*DIRECTOR* )

Full Name & Position in Company )

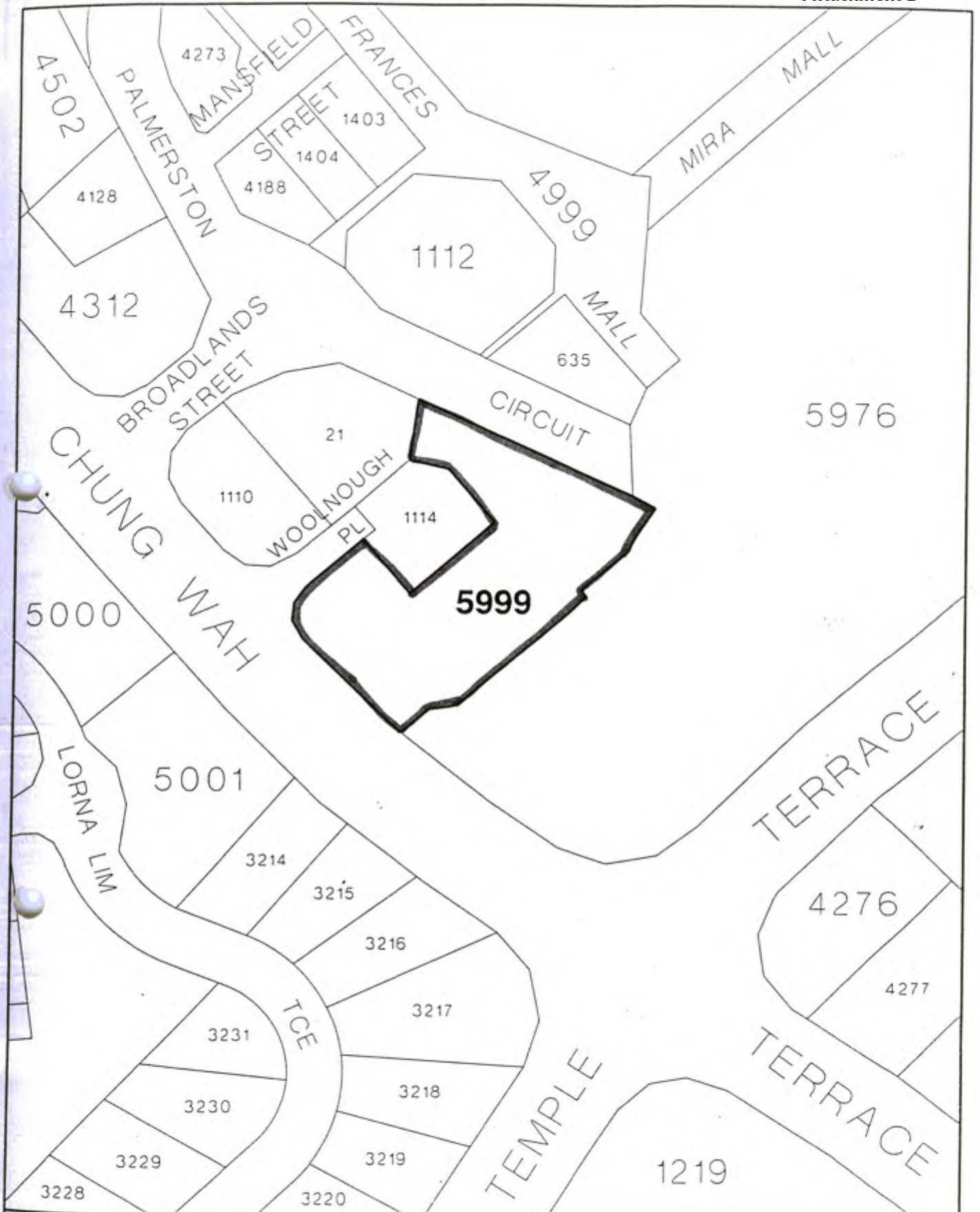
*PAOLO RANDAZZO* )  
*DIRECTOR* )

Full Name & Position in Company )



*Giuseppe Randazzo*  
Signature

*Paolo Randazzo*  
Signature

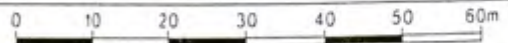


**LOCALITY PLAN**

**LOT 5999**

**TOWN OF PALMERSTON**

**DEPARTMENT OF LANDS, PLANNING AND ENVIROMENT**



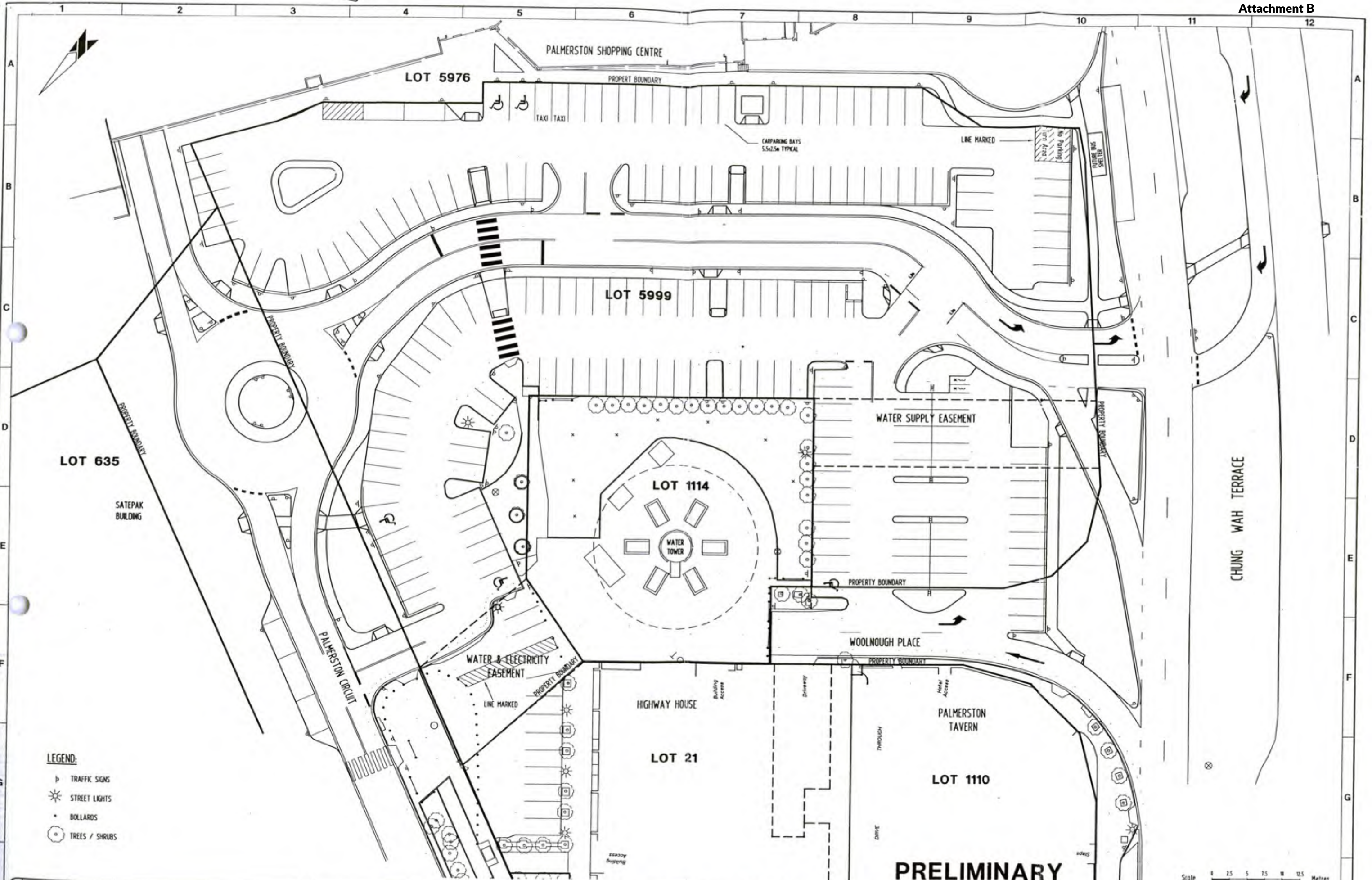
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Date: 27/06/2000



- LEGEND:**
- ▶ TRAFFIC SIGNS
  - ☀ STREET LIGHTS
  - BOLLARDS
  - TREES / SHRUBS

**PRELIMINARY**

Scale 1 2.5 5 7.5 10 12.5 Metres

No	DATE	INITIAL	AMENDMENT

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**SINCLAIR KNIGHT MERZ**  
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 Telephone (08) 8912 4800  
 Facsimile (08) 8912 4840

PROJECT PALMERSTON SHOPPING CENTRE WATER TANK CARPARK			
DRAWN SPB	CHECKED	PROJECT MANAGER	PROJECT DIRECTOR
DESIGNED	CHECKED		


TITLE WATERTANK CARPARK LAYOUT PLAN			
SCALE AS SHOWN	SKM PROJECT No DR04716.5	DRAWING No 4716.5-C01	AMDT A



*Planning Act*

## Application for Development Permit - section 46

**1. LAND INFORMATION**

<b>LOCATION OF PROPOSED DEVELOPMENT</b> Town/Hundred/Locality: <b>PALMERSTON</b> Parcel Number(s) and/or Unit number: <b>LOT 21</b> LTO Plan: Number and Street Name: <b>14 PALMERSTON CIRCUIT</b> Zone: <b>CB</b>	
<b>LAND OWNER INFORMATION</b> Is the applicant the land owner? YES / NO <input checked="" type="checkbox"/>	
Owner's name(s): <b>RANDALLO INVESTMENTS PTY LTD</b> Postal address: <b>490 BOX 759 DARWIN NT 0801</b>	
Attach owner's authorisation if applicant is not the land owner SEE ATTACHMENT GUIDE FOR FURTHER INFORMATION	ATTACHMENT A ONE (1) COPY 


**2. APPLICANT INFORMATION**

<b>APPLICANT</b> ILIS Customer no. (if known): Company name (if applicable): <b>JUNE D'ROZARIO &amp; ASSOCIATES PTY LTD</b> ABN or ACN (if applicable): Title: Mr Mrs Miss Ms Dr Other: Family name(s): Given name(s): Preferred name(s): Postal address: <b>490 BOX 760 DARWIN NT 0801</b>  Telephone no. (business hours): <b>89 81 1284</b> Facsimile no.: <b>89 81 1296</b> E-mail address: <b>drozario@ozemail.com.au</b>		on behalf of the Owner
<b>CONTACT PERSON FOR FURTHER INFORMATION (OR WRITE 'AS ABOVE')</b> ILIS Customer no. (if known): Company name (if applicable): <b>AS ABOVE</b> ABN or ACN (if applicable): Title: Mr Mrs Miss Ms Dr Other: Family name(s): Given name(s): Preferred name(s): Postal address:  Telephone no. (business hours): Mobile no.: Facsimile no.: Email address:		<b>NOTE:</b> ALL CORRESPONDENCE WILL GO TO THE PERSON AND ADDRESS INDICATED HERE.

## 3. DEVELOPMENT / PROPOSAL

EXISTING LAND USE <b>6-STOREY OFFICE BUILDING</b>
BRIEF DESCRIPTION OF DEVELOPMENT/PROPOSAL <b>REFURBISH EXISTING BUILDING AND INCREASE OFFICE FLOOR AREA ON LEVELS</b>
Value of works (excluding land): <b>\$4.2 M</b>
VARIATIONS SOUGHT <b>CAR PARKING</b>


## 4. STATEMENT OF EFFECT OF USE OR DEVELOPMENT PROPOSAL

SEE ATTACHMENT GUIDE FOR FURTHER INFORMATION	ATTACHMENT B TEN (10) COPIES 
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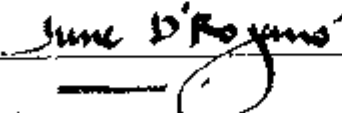
## 5. DIMENSIONED PLANS

SEE ATTACHMENT GUIDE FOR FURTHER INFORMATION	ATTACHMENT C TEN (10) COPIES 
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## 6. SUBDIVISION / CONSOLIDATION

Site area (m <sup>2</sup> ):	
Number of existing lots:	
Number of lots to be created:	
Existing buildings on site:	YES/NO
If YES, attach statement of compliance of existing building(s) with the <i>Building Act</i> following subdivision. SEE ATTACHMENT GUIDE FOR DETAILED INFORMATION	ATTACHMENT D ONE (1) COPY 

## 7. APPLICANT TO SIGN AND/OR AFFIX SEAL

The application is complete and all required documentation is attached.	
	<b>1 / 3 / 2010</b>
Signature(s)	Date
<b>PRIVACY NOTE:</b>	
The Department of Planning and Infrastructure, on behalf of the Minister, is authorised under the <i>Planning Act</i> to collect the information on this form, or otherwise provided by you, to consider a proposal to grant a Development Permit. Failure to provide the information in full may result in delays in processing of the application.	
Some of the personal information provided by you on this application may be publicly available, as part of a public exhibition process. The information is also regularly provided to other NT Government agencies, the Australian Valuation Office, local governments and Commonwealth Government Departments and agencies, as required by law.	
Collection of personal information on this form is done in accordance with the privacy legislation contained within the <i>Information Act 2002 (NT)</i> . For more information please refer to the Department of Planning and Infrastructure privacy statement located at <a href="http://www.dpi.nt.gov.au">www.dpi.nt.gov.au</a>	
Any personal information provided can be subsequently accessed by you on request. If you have any queries please contact the Manager Development Assessment Services on 8999 6240.	



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**APPLICATION FOR DEVELOPMENT CONSENT  
REFURBISHMENT OF EXISTING BUILDING (HIGHWAY HOUSE) AT LOT  
21 TOWN OF PALMERSTON**

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**1. NATURE OF THE APPLICATION**

The application is made under section 46(1) of the Planning Act.

The application is for consent to refurbish the existing 6-storey building known as Highway House, and to add approximately 169 m<sup>2</sup> of net floor space, mainly office space on the top floor.

The proposal is shown on the Drawing Set 2845, prepared by Jackman Gooden Architects.

**2. LAND DESCRIPTION**

Lot 21 is located at 14 Palmerston Circuit, Palmerston, as shown in the locality plan at Drawing No 2845-SK00a.

The lot has an area of approximately 2,760 m<sup>2</sup>. It has a boundary to Palmerston Circuit of about 33.55 m.

The site is in the Palmerston Town Centre, and is zoned CB under the NT Planning Scheme.

There are electricity and access easements running parallel to the south-west boundary.

The 6-storey building known as Highway House was erected on the site in 1983, pursuant to a development agreement executed between the Northern Territory and the owner in 1982. A copy of the development deed is at Annexure 1.

The immediate locality of the site is characterised by multi-storey office buildings, Palmerston Shopping Centre, smaller retail centres, a tavern, public car parking, a water tower, and Goyder Park.

### 3. PREVIOUS APPROVALS

The existing building on the site was approved by Development Permit PS4, issued in 1982.

The development agreement (at Annexure 1) contained provisions that required the owner to construct a building containing at least 5,000 m<sup>2</sup> of leaseable floor space, with a minimum of 3,000 m<sup>2</sup> suitable for offices.

The development agreement also established car parking ratios of 2 spaces per 100 m<sup>2</sup> for offices and 5 spaces per 100 m<sup>2</sup> for shops. However, the agreement also specified that the developer must not provide more than 10 per cent of the parking calculated by the application of these ratios. See paragraph 1(g) of Schedule 4 of the development agreement, p 9, at Annexure 1.

In the event, the developer provided 10 parking spaces on the site, although the building would have complied with the development deed if fewer or no spaces had been provided.

In 1996, the owner applied to vary the previous approval by adding 8 car parking bays at the front of the building. The additional spaces were approved by DP96/0152, dated 22 March 1996. A copy of the variation permit is at Annexure 2.

In more recent years, Palmerston City Council embarked upon extensive urban enhancement works around Goyder Park, opposite the site, and seven of these parking spaces were removed and replaced with landscaping and road beautification works in connection with this initiative.

### 4. THE PROPOSAL

The proposal is to refurbish the existing building, and to extend the floor area of the top level to match the floor plate of the four office levels below it.

The refurbishment will include :

- i. Adding an awning along the front of the building;
- ii. Replacing the roof and adding eaves to the new roof configuration;
- iii. Replacing the glazing at the upper floor;
- iv. Applying new cladding to external walls, and paint finishes to external walls and sunscreens;
- v. Replacing the awning at Level 1;
- vi. Applying new finishes to existing columns;
- vii. Extending the lift shaft to service the upper floor of the building. This level is only accessible by stairs at present;

- viii. Relocating and enlarging ground floor toilets, including addition of a disabled persons toilet and adding showers and locker rooms;
- ix. Adding a bicycle store at ground floor;
- x. Adding a store room at ground floor;
- xi. Adding 3 motor cycle bays to the car park;
- xii. Renovating the toilets and tea rooms on the four lower office levels of the building, and adding disabled persons toilets on each level;
- xiii. Relocating and enlarging the toilets at the upper floor and adding a disabled persons toilet; and
- xiv. Converting floor space on the top level previously used as staff recreation rooms to offices, and extending the floor plate to the edge of the office floors below the top floor.

The refurbishments described above will result in reductions in the floor areas of the lower five levels of the building, mainly attributable to improving the toilets and staff tea rooms at these levels. The net floor area of these levels will reduce from 5,176 m<sup>2</sup> to 4905 m<sup>2</sup>, as shown in the table below.

The net floor area of Level 5 will increase by 440 m<sup>2</sup>.

The changes to each level of the building are summarised in the table below. The changes will result in a net increase of retail floor space of 53 m<sup>2</sup> and a net increase in office floor area of 116 m<sup>2</sup>.

	Original retail floor space, sq m	Proposed retail floor space, sq m	Original office floor space, sq m	Proposed office floor space, sq m	Change in retail floor space, sq m	Change in office floor space, sq m
Ground floor	699	752	553	442	53	-111
Level 1			981	930		-51
Level 2			981	926		-55
Level 3			981	922		-59
Level 4			981	933		-48
Subtotal, Ground floor to Level 4	699	752	4,477	4,153	53	-324
Level 5			522	962	0	440
<b>Net floor space Increase</b>					<b>53</b>	<b>116</b>

## 5. MATTERS TO BE TAKEN INTO ACCOUNT

Section 46 (3) sets out the matters to be addressed in a development application. Section 51 sets out the matters to be considered by the consent authority.

**(a) the Planning Scheme as it applies to the land to which the application relates - s. 46(3)(a) and s. 51(a);**

The land is zoned CB - Central Business under the NT Planning Scheme. The proposal is consistent with the zone purpose to provide for a diversity of activities including offices, entertainment, cultural, retailing, business activities and residential development.

Shops and offices are discretionary uses in the CB zone, subject to clauses 6.5.1, 6.6, 8.1.2 and 8.2.

### Clause 6.5.1 - Parking

This clause would require parking for the additional floor space as follows -

	Floor space, sq m	Ratio	Parking spaces required
Offices	116	2.5/100 sq m	2.90
Shops	53	6/100 sq m	3.18
<b>Total</b>			<b>6.08</b>

As the building footprint is settled and there is no other space on the site, the proposal cannot provide any additional car parking spaces. However, 3 additional bays for motor cycles are provided in the existing car park.

Clause 6.5.2 allows the Authority to reduce the calculated parking requirement, having regard to criteria specified in the clause. The Authority is requested to vary the parking requirement, without requiring payment of a monetary contribution, taking into account paragraphs (b) and (c) of that clause.

In relation to paragraph (b), the site is adjacent to public car parking areas.

It is also submitted that there are special circumstances which justify the Authority waiving the requirement for parking without payment of a monetary contribution. These are :

- In other central business proposals, the Authority has accepted the provision of 3 motor cycle bays as equivalent to one car parking bay. The proposal provides 3 motor cycle bays, which, if a similar approach is adopted, would reduce the shortfall from 6 car parking bays to 5.
- As noted earlier in this statement, the building owner added to the parking on site in 1996, but seven bays were lost due to landscaping and road beautification works undertaken by Palmerston City Council. It must be inferred that the landscaping and road beautification works were afforded a higher public interest priority than the seven car parks they replaced. There is now no additional capacity on the site to increase parking.

As the number of parking spaces which would otherwise be required is less than the number lost through these urban enhancement initiatives, it is submitted that waiving the parking requirement is reasonable and justified.

#### **Clause 6.5.3 - Parking layout**

Aside from the provision of motor cycle bays in the existing car park, there will be no changes to the layout of the parking area.

The motor cycle bays do not alter the configuration of any existing car parking bays.

#### **Clause 6.6 - Loading bays**

This clause asks for a loading bay for every 2,000 m<sup>2</sup> of floor space used as shops and offices. The proposal does not include a loading bay.

The application requests waiver of this provision, on the basis that there are special circumstances, as follows :

- The increase in office and retail space is very small, being a total of 169 m<sup>2</sup>, and is unlikely to require loading facilities over and above those currently used to service the building; and
- The building footprint is well-established and there is no possibility of inserting a loading bay on the site.

In these circumstances, it is submitted that unloading activities can conveniently be undertaken in the loading facilities currently servicing the building.

**Clause 8.1.2 – Interchangeable uses in Zone CB**

This clause does not apply to the proposal.

**Clauses 8.2 – Building design for commercial buildings**

The proposal is generally consistent with the objectives of this clause, and the refurbishment will :

- make major improvements to the exterior appearance of the building;
- add an awning along the front of the building to improve pedestrian comfort and provide shelter;
- modernise the building to make it more attractive and pleasant to users;
- improve facilities for disabled people by extending the lift to the top floor and providing disabled persons toilets on each floor; and
- provide bicycle storage and shower facilities.

**(b) any proposed amendments to the Planning Scheme - s. 51(b)**

There are no proposed amendments to the Planning Scheme that affect the site.

**(c) an interim development control order, if any, in respect of the land to which this application relates - s. 46(3)(b) and s. 51(c)**

There are no interim development controls orders affecting the site.

**(d) an environmental protection objective within the meaning of the *Waste Management and Pollution Control Act* that is relevant to the land to which this application relates - s. 51(d)**

There are no environmental protection objectives that are relevant to this land.

**(e) any submission made under section 49 in relation to the development application - s. 51(e)**

It is expected that the proposal will be referred to the relevant persons and authorities and that submissions from these parties will become known after the proposal has been notified in accordance with Section 47.

Issues raised from the notification of the proposal will be dealt with when they are made known to the applicant.



**(f) a matter that the Minister has, under section 85, directed it to consider in relation to development applications generally - s. 51(f)**

The applicant is unaware of any ministerial directions relevant to this application.

**(g) if a public environmental report, or an environmental impact statement has been prepared or is required under the *Environmental Assessment Act* in relation to the proposed development - the report or statement and the results of any assessment of the report or statement under that Act by the Minister administering that Act - s. 46(3)(c) and s. 51(g)**

No report or statement under the Environmental Assessment Act has been sought and none is expected.

**(h) the merits of the proposed development as demonstrated in the application - s. 46(3)(d) and s. 51(h)**

The proposal represents a major refurbishment of the first office building constructed in Palmerston Town Centre. The proposal aims to improve the existing building and reinforce its identity as a major office building in Palmerston.

The proposal requests variations or waivers from some of the provisions of the Planning Scheme. A variation of the number of parking spaces is sought, but substantial provision is made for parking in public parking areas adjacent to the site, and the building owner has previously ceded more parking spaces than would be generated by the development in deference to public urban enhancement initiatives.

The waiver of the loading bay requirement is sought on the basis of the small net increase in assessable floor space, and the ability of the building's delivery needs to be met from existing loading arrangements.

**(i) the capability of the land to which the proposed development relates to support the proposed development and the effect of the development on the land and on other land, the physical characteristics of which may be affected by the development - s. 51(j)**

The land is zoned for and is suitable for the proposed development.

The proposed development will not affect the physical characteristics of any other land.

**(k) the public facilities or public open space available in the area in which the land is situated and the requirement, if any, for the facilities, or land suitable for public recreation, to be provided by the developer - s. 46(3)(f) and s. 51(k)**

There is no requirement for additional public facilities or public open space to be provided by the developer.

The building is in the town centre and is accessible to a wide range of public facilities in the town centre.

The building is opposite Goyder Park, which is a focal open space in the town centre, and has recently been upgraded extensively.

**(m) the public utilities or infrastructure provided in the area in which the land is situated, the requirement for public facilities and services to be connected to the land and the requirement, if any, for those facilities, infrastructure or land to be provided by the developer for that purpose - s. 46(3)(g) and s. 51(m)**

The site is serviced by all necessary urban infrastructure, or is capable of being serviced by necessary infrastructure.

The proponent expects to provide required services to the development as a condition of the development consent.

**(n) the potential impact on the existing and future amenity of the area in which the land is situated- s. 46(3)(k) and s. 51(n)**

Most of the amenity issues have been dealt with in other parts of this statement.

The proposal is unlikely to present any adverse effect on the amenity of the area in which it is situated, and improvements to the building are expected to have a positive effect on the amenity of the town centre.

**(p) the public interest - s. 46(3)(j) and s. 51(p)**

The public interest is served by improving an aging building and reinforcing its identity as a major office building, embodying significant historical context in the development of Palmerston.

The building incorporates CPTED principles by affording passive surveillance of the adjoining streets and public places from the ground floor tenancies and upper floor offices.

The refurbishment will improve accessibility for people with disabilities, as all floors will be accessible by lifts, toilets for disabled persons will be provided at each level, and pedestrian access is directly at ground level.

**(q) in the case of a proposed subdivision of land on which a building is situated - whether the building will cease to comply with the *Building Act* if the proposed development were to proceed - s. 46(3)(k) and s. 51(q)**

The proposal does not require the land to be subdivided.

**(r) any potential impact on natural, social, cultural or heritage values - s. 51(r)**

There will be no impact on any of these values.

**(s) any beneficial uses, quality standards, criteria, or objectives, that are declared under section 73 of the *Water Act* - s. 51(s)**

The proposal does not affect any beneficial uses, quality standards, criteria or objectives declared under the Water Act.

**(t) other matters it thinks fit;**

There are no other matters that have not been dealt with under other headings.

**JUNE D'ROZARIO**

NORTHERN TERRITORY OF AUSTRALIA  
DEVELOPMENT DEED NO. PALMERSTON 21

THIS DEED is made this 4<sup>TH</sup> day of MARCH 1982  
BETWEEN RANDAZZO INVESTMENTS PTY. LIMITED a company  
incorporated in the NORTHERN TERRITORY of AUSTRALIA and  
whose registered office is situated at the offices of  
GARRAWAY AND PARTNERS, COMMERCIAL UNION BUILDING, 84 SMITH  
STREET, DARWIN in the said TERRITORY (called "the  
Developer") and the NORTHERN TERRITORY OF AUSTRALIA (called  
"the Territory") WHEREAS subject to the fulfillment of  
certain conditions the Developer is to be granted a Crown  
Lease under the Crown Lands Act (called "the development  
lease") over the land specified in Schedule 1 (called "the  
development area"), AND WHEREAS for the purposes of erecting  
improvements on the development area the Territory and the  
Developer agree as follows:

Lodgement of Deed

1. (1) The parties agree that an original plus 2 copies  
of this Deed shall be executed.
- (2) The Territory shall lodge the original of this  
Deed at the office of the Surveyor-General.

Commencement

2. This Deed shall commence on the day that this Deed is  
executed by the Developer (called "the day of commencement")

Construction and Interpretation of Terms of the Deed

3. (1) This Deed shall be interpreted in accordance with  
the Interpretation Act of the Territory as if it were  
otherwise a document subject to interpretation in accordance  
with that Act.

(2) The provisions of this Deed, including the  
provisions as they may from time to time be varied in  
accordance with clause 4, apply notwithstanding and to the  
exclusion of anything contained in any document or in any  
correspondence, written or verbal, between the Developer and  
the Territory.

(3) The provisions of this Deed shall be read subject  
to the provisions of the development lease and the  
Crown Lands Act.

(4) The obligations and standards found in the  
information document are deemed by the execution of this  
deed by the Developer to have been agreed to by the  
Developer and shall be considered as part of the Developers  
obligations under this deed otherwise than in the situation  
where there is an inconsistency between a provision of this  
deed and an obligation or standard found in the information  
document and, for the purposes of this sub-clause, sub-clause  
(2) does not apply in relation to the information document.

Variation of Terms and Conditions and Extension of time

4. (1) Subject to the terms and conditions of this Deed,  
notwithstanding any other law in force in the Northern

Territory of Australia, this Deed shall not be varied otherwise than by a deed evidenced in writing and executed by the Developer and the Territory.

(2) The Territory shall as soon as possible after execution lodge at the office of the Surveyor-General any deed of variation as referred to in sub-clause (1) and that deed shall be inoperative for the purpose of modifying or in any way affecting the rights and obligations of the Territory and the Developer under this Deed until it is so lodged.

(3) The Developer may apply in writing to the Minister, in respect of any matter required by this Deed to be completed within a specified time period, for an extension of that time period.

(4) The Minister may grant an extension of time as referred to in sub-clause (3) if he is satisfied -

- (a) that the Developer has used its best endeavours to comply with this Deed;
- (b) that notwithstanding the Developer's best endeavours, the Developer is unable to comply with the Deed; and
- (c) that the reason for the inability of the Developer to comply is materially related to a cause beyond the reasonable control of the Developer.

(5) A notice of extension of time by the Minister as referred to in sub-clause (4) shall not be effective for the purposes of this clause until it is lodged with the Surveyor-General by the Developer.

#### Law of the Contract

5. The law of this Deed shall be the law of the Northern Territory of Australia.

#### Special Conditions

6. The provisions of this Deed are subject to the Special Conditions, if any, specified in Schedule 4.

#### Delegation

7. (1) The Minister may delegate to any person any of the powers (other than this power) under this Deed of the Minister, the Territory or the Director.

(2) A power of the Territory shall be taken to have been exercised by the Territory if it was exercised by the Minister or the Minister's delegate.

#### Giving of Notices

8. (1) The Developer shall give any notice required by this Deed to be given to the Territory, the Minister or the Director by sending a letter by certified mail to the Director.

(2) The Territory, the Director or the Minister shall give any Notice required by this Deed to be given to the Developer by sending a letter by certified mail to the Developer's registered office or place of business of the Developer.

#### Arbitration

9. If any dispute arises as to the construction, interpretation or effect of this Deed, the dispute shall be referred to arbitration by an arbitrator agreed on and appointed by both parties or on failure of such agreement by a person appointed by the President, for the time being, of the Master Builders Association of the Northern Territory of Australia pursuant to the terms of the Arbitration Act.

#### Definitions

10. (1) In this deed, unless the contrary intention appears, -

"appropriate authority" means the accepting or approving authority appropriate to the specific Works being undertaken as determined pursuant to Clause 16;

"Developer's Works" means the Works to be provided by the Developer in accordance with Clause 17;

"Development Plan" means the plan annexed to this deed and labelled "Development Plan".

"Director" means the person known as General Manager, Palmerston Development Authority;

"Information document" means that Information Document inviting tenders for Lot 21, Town of Palmerston, together with all attachments hereto, issued by the Territory to applicants for the Lease providing background information, development procedures and data on the development area;

"Minister: means the Minister administering the Crown Lands Act;

"Palmerston Development Authority" means the authority constituted by the Palmerston Development Authority Act;

"town system" means the system of Works existing for the purposes of the town or city in which the development area is located;

"Works" means all those services and facilities involved in the development of the development area by virtue of being shown on the plans as approved pursuant to clause 15 and in addition includes any other services necessary for the purposes of the development of the development area and without in anyway limiting the generality of the foregoing -

- (a) where the context so requires includes the clearing, grading and filling of the development area to in particular ensure free drainage and also to ensure that any land affected by the Works outside the development area is free of ponding or scouring; and
- (b) where the context so requires, includes all necessary co-operation with the appropriate authorities in the provision of services.

(2) A word or phrase that is used in this Deed and which is not defined shall, unless the contrary intention appears, have the meaning, if any, it has in, or which is attributed to it, by the Crown Lands Act, or in the absence of any such meaning in that Act, the meaning, if any, it has in, or which is attributed to it, by the Planning Act or a relevant planning instrument or the Palmerston Development Authority Act.

#### Connections between Developer's Works and other Works

11. (1) The Territory may direct the Developer as to the levels, size and location of components of Works at the connection points of the Developer's Works with town systems.

(2) The Developer shall in the design and construction of the Works, comply with a direction made under sub-clause (1).

#### Temporary Roads

12. (1) The Developer shall, as, where and if necessary, construct temporary roads within and to the development area for the purposes of carrying out the development, until permanent public access roads are constructed.

(2) The Developer shall construct the roads referred to in sub-clause (1) at the Developer's own expense and in a location and to a standard approved by the Director and when those roads are no longer required the Developer shall remove those roads and rehabilitate and leave in a clean and tidy condition the site to the satisfaction of the Director.

#### Use of land outside Development Area

13. If the Developer requires the use of any land outside of the development area for the purposes such as the installation of temporary roads or provision of office, storage, plant or workshop facilities the Developer shall apply to the Director for the use of such land and shall not use such land for any purpose otherwise than in accordance with the terms of any permission given by the Director in accordance with this clause.

#### Access to Development Area

14. The Developer shall grant access to the development area to any person authorised by an appropriate authority or the Director at any time for the purpose of allowing that person to inspect and observe the progress of the Development, the manner of its execution and the standards of workmanship being achieved.

Submission of Detailed Plans and Specifications (Schedule 2)

15 (1) The Developer shall, prior to commencing the works, submit to the Authority for approval by the Authority, detailed plans of and relating to the development shown in the Development Plan.

(2) The Developer shall not commence the works until such time as the approval referred to in sub-clause (1) is given.

(3) The Developer shall comply with the requirements of any planning instrument over the land and, if the relevant consent authority amends or imposes any conditions to the development of the development area then the plans (if any) approved pursuant to sub-clause (1) shall be taken to have been approved subject to any such amendment or condition.

(4) Where the Authority is a consent authority referred to in sub-clause (3) and if the Developer submits plans to the Authority as the consent authority then any approval given by the consent authority shall be taken to be approval for the purposes of sub-clause (1) and (2).

(5) For the purposes of this clause the Developer shall comply with the terms of each of the stages specified in Schedule 2 by the date specified in that Schedule alongside the particular stage.

Services and Appropriate Authorities

16. The appropriate authorities for the purpose of approving and accepting the various Works to be provided by the Developer are as follows:-

	<u>Works</u>	<u>Appropriate Authority</u>
1.	Roads, stormwater drainage and site works in road reserves, street lighting layout.	Palmerston Development Authority
2.	Sewerage	Department of Transport and Works (Water Division)
3.	Water Supply	Department of Transport and Works (Water Division)
4.	Electrical Services (including street lighting and under road ducting).	Northern Territory Electricity Commission
5.	Telephone services	Telecom (Australian Telecommunications Commission)
6.	All other Developer's Works	The Director



### Construction of Developer's Works

17. The Developer shall, prior to the expiry of the term of the Crown lease at his own expense, design, construct and install all works necessary for the development of the land in accordance with the plans approved under Clause 15.

### Connection of Systems to Town Systems

18. The Developer shall not connect a section of the Works such as a sewerage system, a trunk water main and water reticulation system or stormwater drainage system to the town sewerage system or town water system or town stormwater drainage system or any other system of Works, whichever is applicable, until notice in writing approving the connection is signed by the Director.

### Performance Security Deposit (Schedule 3)

19. (1) The Developer agrees to lodge a Performance Security Deposit of the amount specified in Schedule 3.

(2) The performance security deposit referred to in sub-clause (1) shall be lodged by the Developer with the Director at the time of the execution of this Deed by the Developer.

### Use of Performance Security Deposit

20. (1) If the Developer fails, or the Director has reasonable grounds to believe that the Developer will fail, to perform his obligations under this Deed or to comply with the terms and conditions of this Deed then the performance security deposit referred to in Clause 19 may be drawn on by the Director at his absolute discretion in making good any such failure or non-compliance.

(2) In drawing on the security deposit pursuant to sub-clause (1) the Director may expend the funds as he thinks fit.

(3) Where, for the purpose of making good any failure or failures of the Developer under this deed, the Director expends an amount of money that exceeds the amount of any security deposit held by or on behalf of the Territory under this deed then the excess amount shall be a debt owed by the Developer to the Territory and shall be recoverable in a Court of Competant Jurisdiction and non payment of such debt shall, until payment, preclude the issuance or further issuance of new titles to the Developer and is a breach of this deed.

### Return of Performance Security Deposit

21. Subject to this Deed, on the completion of the development specified in this Deed the performance security deposit shall be returned to the developer.

### Issuing of Certificate of Practical Completion

22. Where the Developer has made application and where the Director is satisfied that the Works are completed in accordance with the requirements of this Deed the Director shall issue to the Developer a certificate of practical completion.

### Issue of Title

23. (1) Consequent on the Director issuing a certificate of practical completion in accordance with clause 22 and subject to the Crown Lands Act, the Minister shall grant an estate in fee simple in respect of the land referred to in Schedule 1.

(2) The grant of title referred to in sub-clause (1) shall be subject to any easements required by the Territory or by any statutory authority of the Territory or of the Commonwealth and for the purposes of this clause the Developer shall, prior to being entitled to the grant of title, execute all documents necessary for the purposes of the granting or reserving of such easements. Such easements shall be provided at no cost to the Territory.

### Forfeiture of Security Deposits on determination of Lease

24. If the lease is determined by the Minister, for whatever reason, any security deposit may be forfeited to the Territory and any irrevocable performance guarantee may be drawn upon at the absolute discretion of the Minister.

### Insurance

25. (1) The Developer shall ensure to the satisfaction of the Director that there is adequate workman's compensation insurance in respect of all persons employed by, or whose services are availed of, by the Developer in the development area, whether or not the relevant agreement is described as, or has the effect of, a "contract of services" or a "contract for services".

(2) The Developer shall provide to the satisfaction of the Director in respect of the development area -

- (a) contractors all risk insurance policy; and
- (b) a public liability insurance policy.

(3) The Director may require that the Territory be named as the beneficiary of any claim made against any or a particular policy.

(4) Where under this Deed the Developer is required to take out insurance or is required to ensure that there is insurance then the Developer shall -

- (a) on the request of the Director provide to the Director such evidence as satisfies the Director that the relevant insurance has been obtained in accordance with this Deed; and
- (b) ensure that the premiums in respect of the insurance are paid.

(5) Where it appears to the Director that any insurance as referred to in sub-clause (4) has not been obtained or in respect of which the premiums have not been paid then the Director may take such action including the taking out of insurance or the paying of the premiums as is necessary to rectify the default.

(6) Any payment made by the Director pursuant to sub-clause (5) shall be a debt owing from the Developer to the Territory and shall be recoverable in accordance with clause 20.

#### Irrevocable Performance Guarantee

26. (1) The Minister, may on application of the Developer, accept from the Developer where the Developer is required by this Deed to lodge a security deposit, an irrevocable performance guarantee or other form of security that is, in the opinion of the Minister, satisfactory to ensure that the Territory shall be able to obtain funds under that guarantee or security just as readily and in equal amount as would have been available from the security deposit that it otherwise replaces.

(2) Where in accordance with this Deed the Director may draw on a security deposit that power shall be construed as including a power to draw on an irrevocable performance guarantee (or other security) given in accordance with sub-clause (1) in place of that security deposit.

#### Working Hours

27. (1) Otherwise than in accordance with the Director's consent the Developer shall not other than during working hours and days specified in sub-clause (2) work on the site in such a way as to interfere with the amenity of residential areas adjoining the development area and, in particular, the Developer shall not otherwise than in the said working hours blast or create dust in the development area.

(2) The working hours and days shall be 7.00 a.m. to 6.00 p.m. Monday to Saturday inclusive.

(3) The said working hours shall not be varied without the prior approval of the Director except when in the interests of safety of the works or to protect life or property the Developer finds it necessary to carry out work outside the working hours or on other than the working days.

#### Safety, Noise, Dust and Nuisance in Construction

28. (1) The Developer shall ensure that the Works are carried out in such a way that they do not create any unacceptable noise, nuisance, dust or hazard to any person working on or visiting the development area or members of the public passing by or living in the area and in particular the Developer shall -

(a) carry out such watering as is in the opinion of the Director sufficient to reduce to acceptable standard the nuisance of dust;

- (b) ensure that the Works are carried out in accordance with the provisions of the Construction Safety Act; and  
 (c) ensure that any legislative provisions purporting to control noise levels are not offended.

SCHEDULE 1  
Development Area

All that piece or parcel of land being lot 21 Town of Palmerston.

SCHEDULE 2 (Clause 15)

Timetable for Development

<u>Stage</u>	<u>Date</u>
1. Obtain planning consent, or in the absence of a planning instrument over the land, obtain approval from the Authority.	31 December 1981.
2. Design & Documentation	31 March, 1982
3. Northern Territory Building Board Approval	30 April, 1982
4. Completion of Development	30 April, 1983

SCHEDULE 3 (Clause 19)  
Performance Security Deposit

Amount of Performance Security Deposit with respect to the development deed over Lot No. 21 Town of Palmerston is \$210,000.

SCHEDULE 4  
Special Conditions

1. Without limiting the generality of clause 15 the plans referred to in that clause shall:-
- (a) show the various stages of development;
  - (b) show the locations of the buildings, the car parking areas, the vehicle entrances and exits and the traffic and other signs;
  - (c) show the landscaping design;

- (d) show the design of the building as being such that there will be at least 5000m<sup>2</sup> of leaseable floor area in the building or buildings in the development area;
  - (e) show at least 3000m<sup>2</sup> of the area referred to in paragraph (k) as being designed so as to be suitable for the purposes of offices;
  - (f) show that in the case of residential units, the design as incorporating on site car parking spaces at the rate of 1.5 car spaces per residential unit; and
  - (g) show carparking spaces for no more than 10 per cent of the car parking assumed to be generated by the development (called "the carparking") and, for the purposes of this paragraph, the amount of that carparking shall be:
    - (a) in respect of office space - 2 carparking spaces per 100m<sup>2</sup> of the leaseable floor area of the building or buildings in the development area; and
    - (b) in respect of shop space - 5 carparking spaces per 100m<sup>2</sup> of leaseable floor area of the building or buildings in the development area.
2. The Developer shall not commence the construction of the works until such time as the plans (as approved in accordance with clause 15) have been submitted to and approved by the Northern Territory Building Board.
3. In the event of there not being at the time of the execution of this Deed a planning instrument in respect of the development area the Developer shall on the coming into existence of a planning instrument in respect of the land, apply to the relevant consent authority for formal consent under the Planning Act for the development of the land and for the purposes of this provision the Developer:
- (a) agrees not to object to any obligation imposed by the Authority obligating the owner of the development area to maintain landscaping, car parking and driveways in the development area;
  - (b) in the case where the Developer does not apply as referred to in accordance with this provision within one month of being so able to apply, authorises the General Manager of the Authority to make the application on behalf of the Developer.

IN WITNESS WHEREOF THE PARTIES have executed this deed.

SIGNED SEALED AND DELIVERED by  
AS DELEGATE OF THE Minister  
for Lands and Housing for the  
Northern Territory of Australia  
the 26th day of March  
1982

DONALD FREDERICK JARSON

*(Handwritten signature of Donald Frederick Jarson)*

THE COMMON SEAL OF RANQAZZO

INVESTMENTS PTY. LIMITED.  
was hereunto affixed this 4<sup>TH</sup>  
day of ~~MARCH~~ 1982 in the  
presence of:



*(Two handwritten signatures of witnesses)*

NORTHERN TERRITORY PLANNING AUTHORITY

*Planning Act*

Section 58

**VARIATION TO DEVELOPMENT PERMIT**

DP96/0152

**DESCRIPTION OF LAND THE SUBJECT OF THIS PERMIT**

Lot No: Lot 21  
Town/Hundred: Town of Palmerston  
Street Address: 14 Palmerston Circuit

**PURPOSE**

Consent is hereby granted, in pursuance of section 58(2) of the *Planning Act* to the application to amend Development Permit Number PS4 for the purpose of creating 8 additional parking spaces, in accordance with drawing numbered PA96/40, subject to the following condition.

Any easements or reserves required for the purposes of electricity, sewers, water supply, stormwater drainage, roads, telecommunications, or for any other purpose, shall be made available free of cost to the Northern Territory of Australia and, if relevant, to the local authority under whose jurisdiction the subdivision proposal falls.

In all other respects Development Permit Number PS4 remains unchanged.

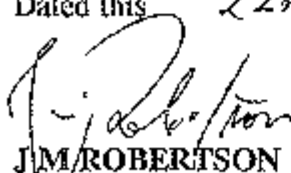
**REASON FOR THE DECISION**

The additional parking will be beneficial to the Palmerston community.

**BASE PERIOD OF PERMIT**

As provided for under section 55 of the Act and subject to the provisions of sections 56 and 57, this permit will lapse two years from the date of issue of the original permit

Dated this 22<sup>nd</sup> day of March 1996

  
JIM ROBERTSON

Delegate  
Northern Territory Planning Authority

EXISTING ROADWAY

This is the drawing  
 Development Perm  
 D99610152  
 Northern Territory  
 on 22/08/2011  
 Deleg

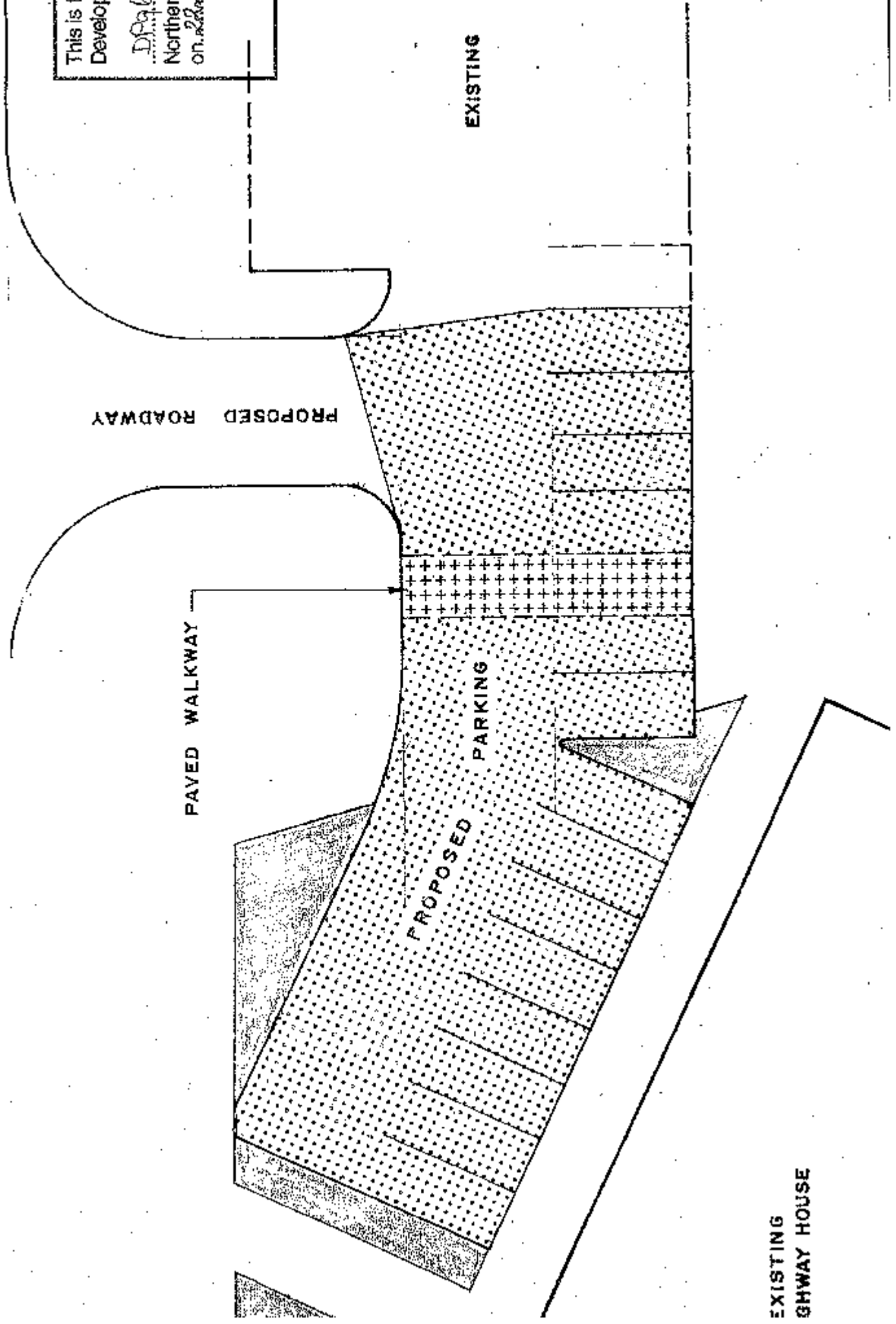
EXISTING CAR

PROPOSED ROADWAY

PAVED WALKWAY

PROPOSED PARKING

EXISTING  
GHWAY HOUSE





LOCATION PLAN, DRAWING REGISTER

ORIGINAL SITE PLAN

ORIGINAL GROUND FLOOR

ORIGINAL TYPICAL FLOOR (LEVELS 1, 2, 3 & 4)

ORIGINAL FLOOR LEVEL 5

SITE PLAN

GROUND FLOOR PLAN

LEVEL 1 FLOOR PLAN

LEVEL 2 FLOOR PLAN

LEVEL 3 FLOOR PLAN

LEVEL 4 FLOOR PLAN

LEVEL 5 FLOOR PLAN

ROOF PLAN

SECTION A-A

SECTION B-B

SECTION C-C

SECTION D-D

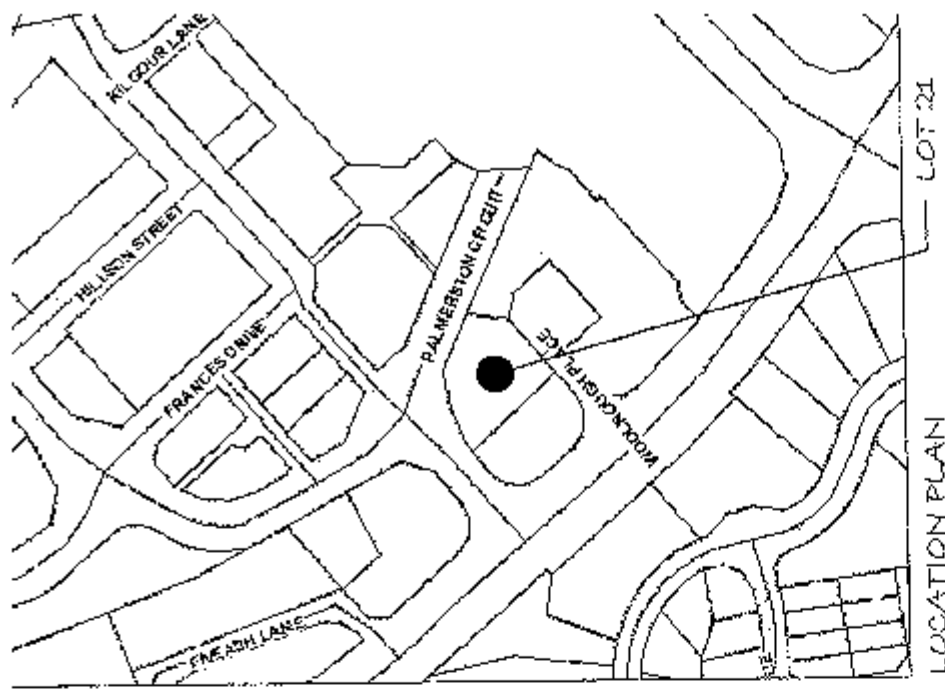
SECTION E-E

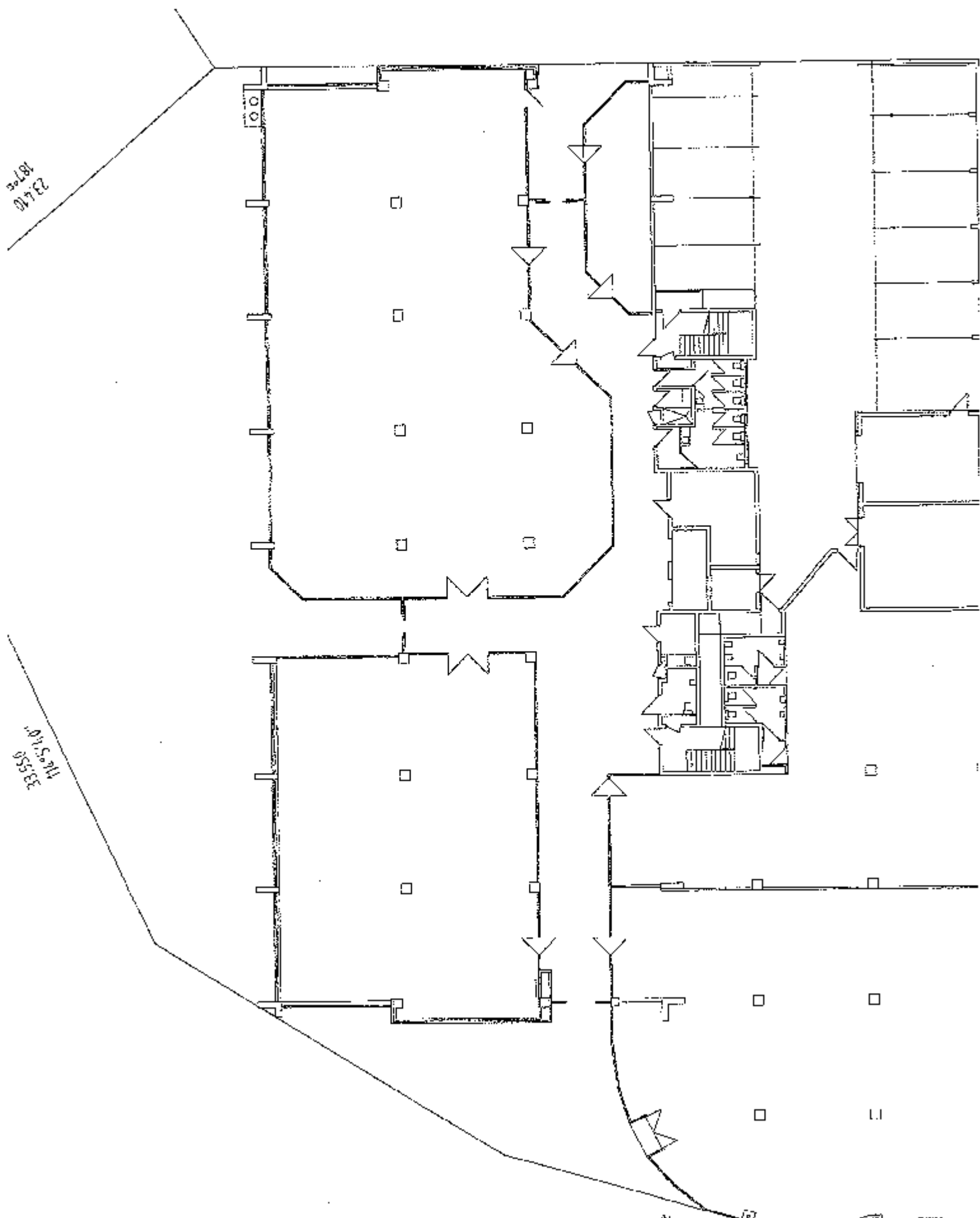
EXTERNAL ELEVATION E1

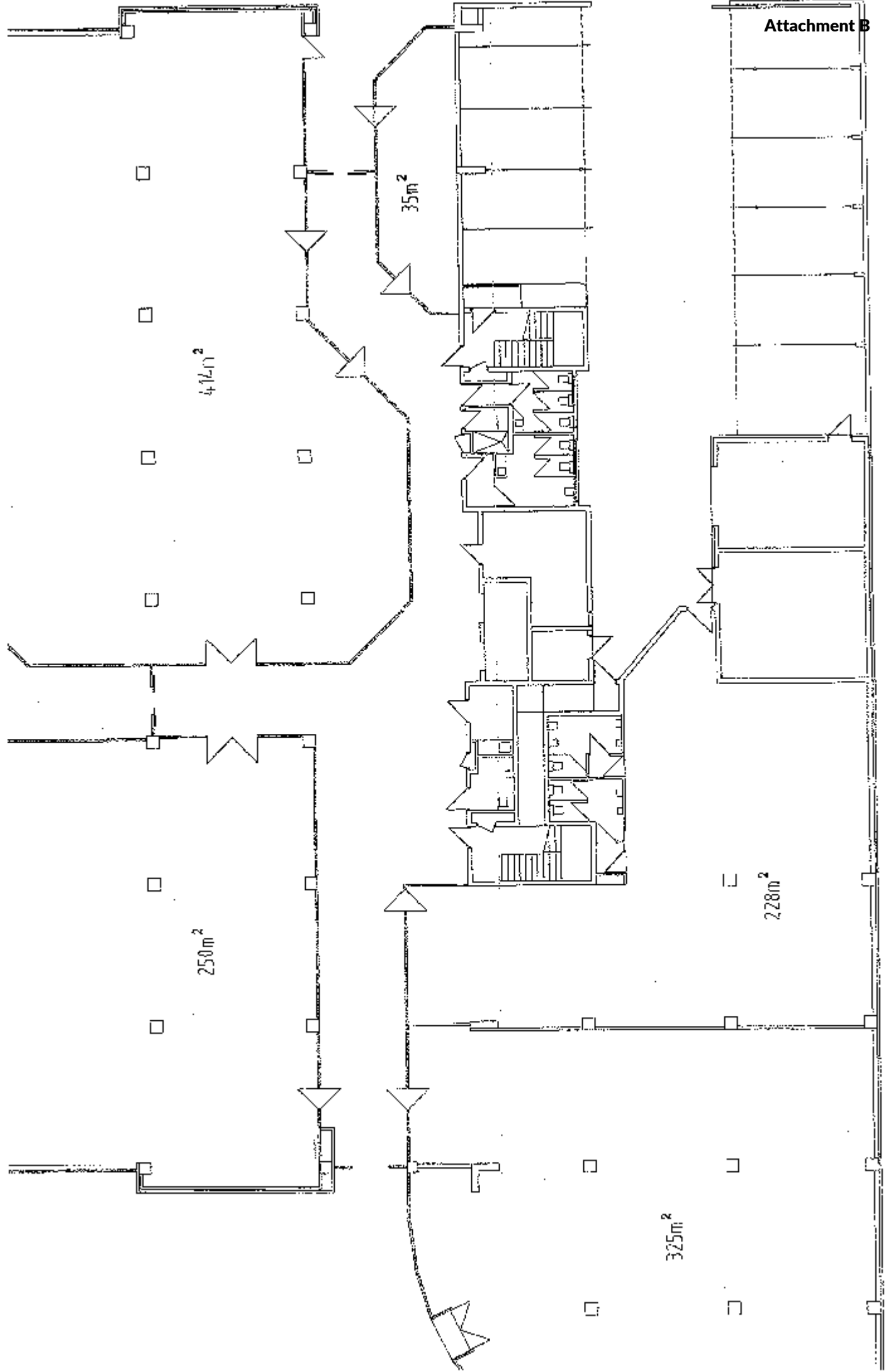
EXTERNAL ELEVATION E2

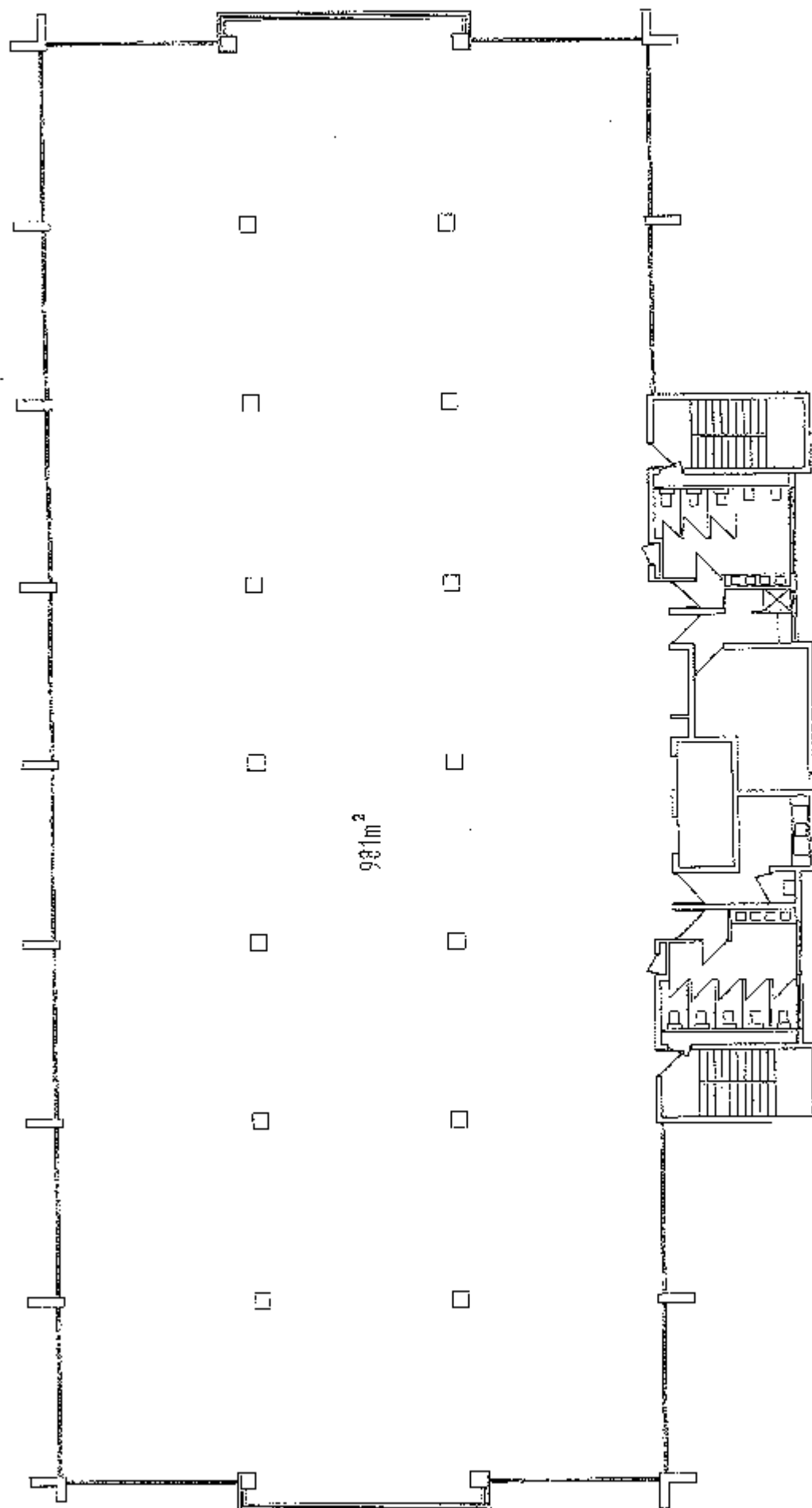
EXTERNAL ELEVATION E3

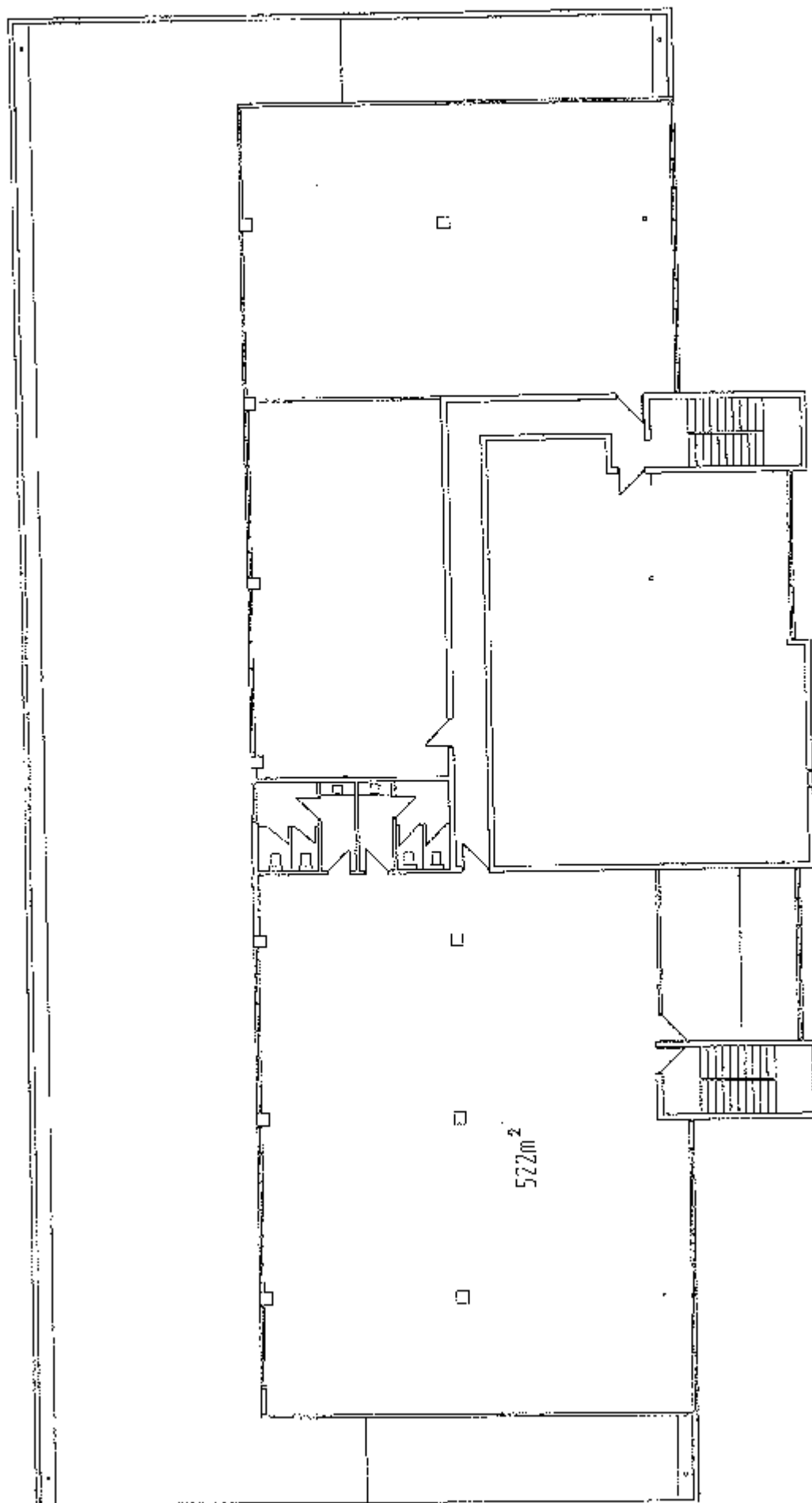
EXTERNAL ELEVATION E4

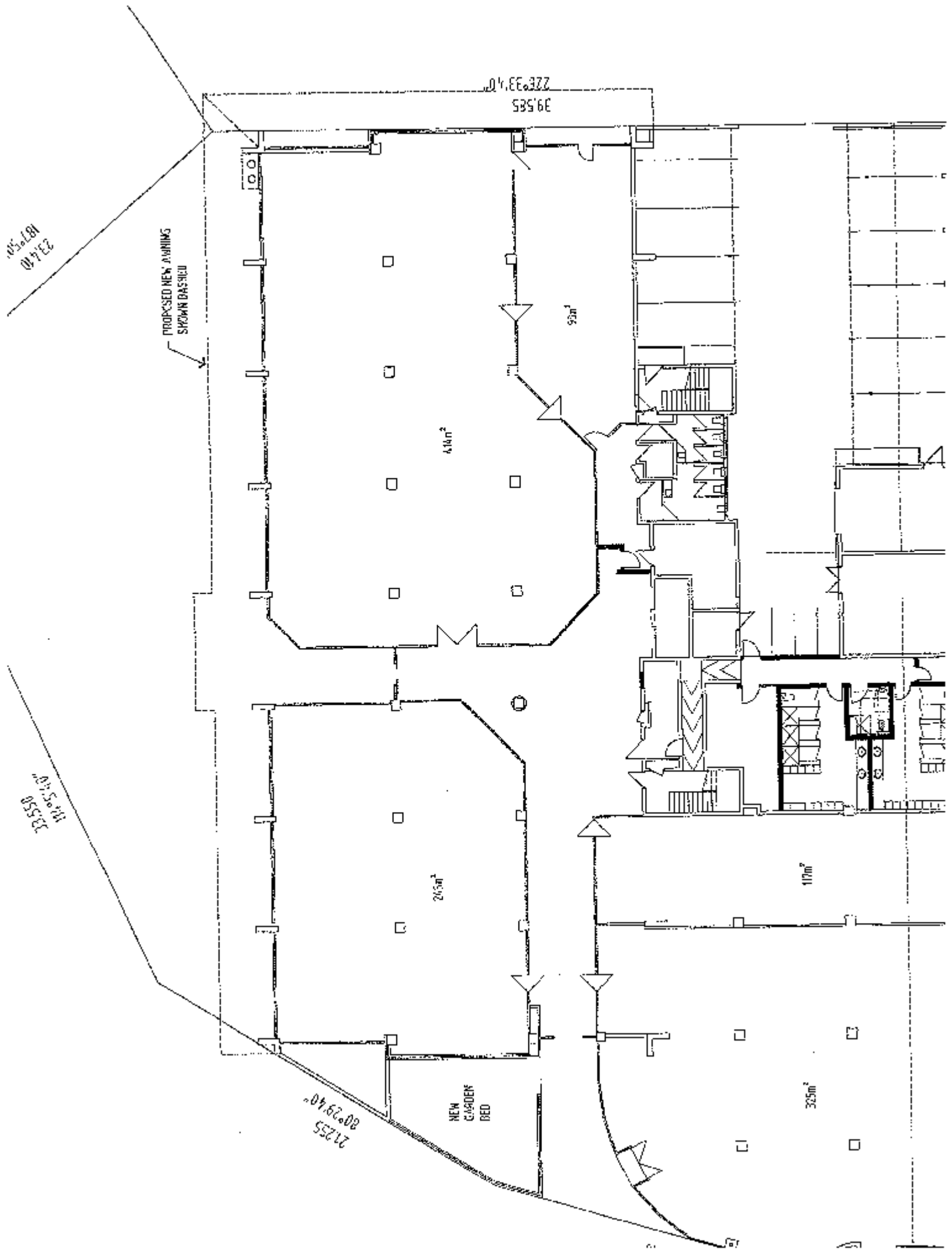


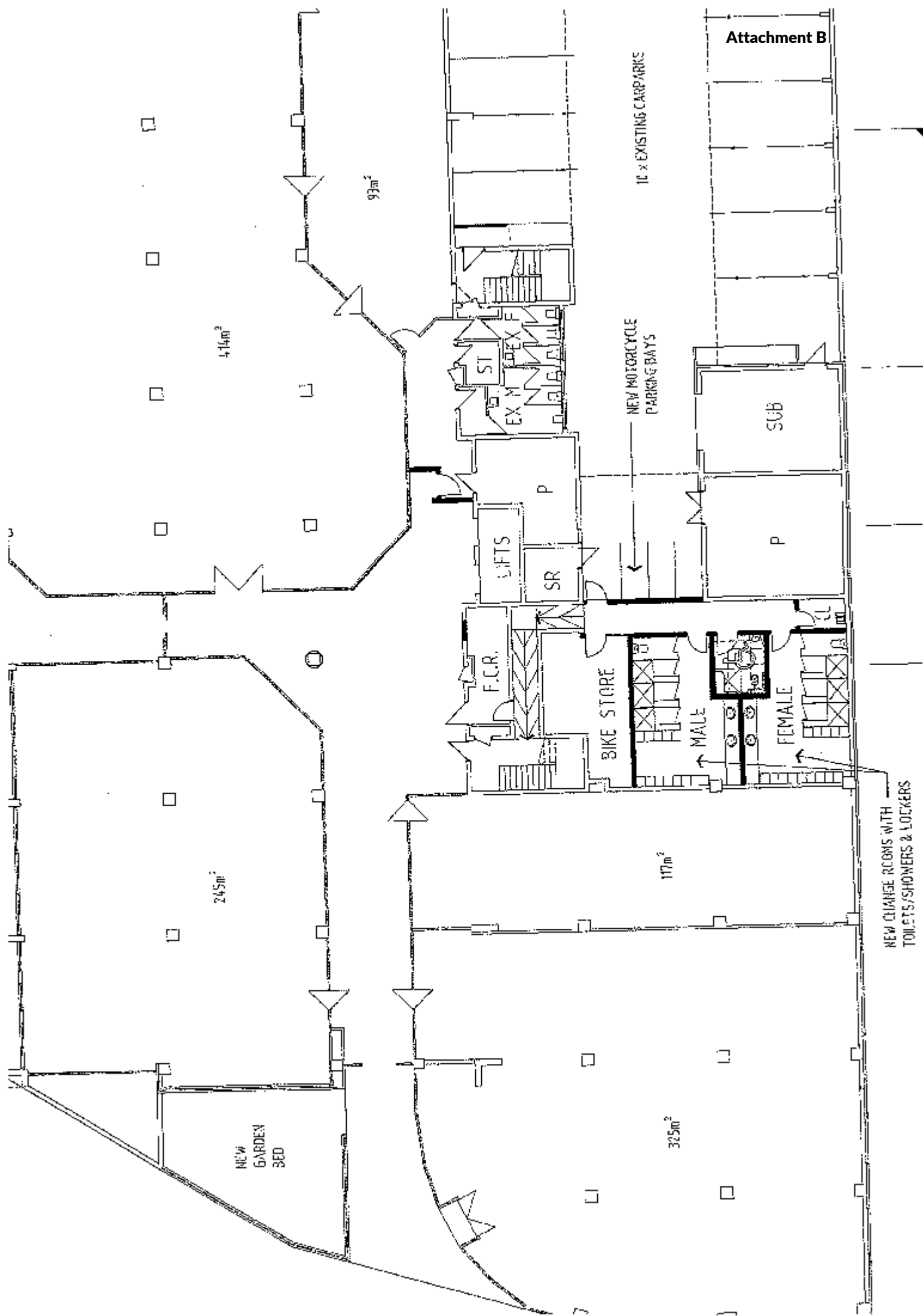












Attachment B

10 x EXISTING CARPARKS

NEW MOTORCYCLE PARKING BAYS

SUB

P

LIFTS

SR

F.C.R.

BIKE STORE

MALE

FEMALE

NEW CHANGE ROOMS WITH TOILETS/SHOWERS & LOCKERS

93m²

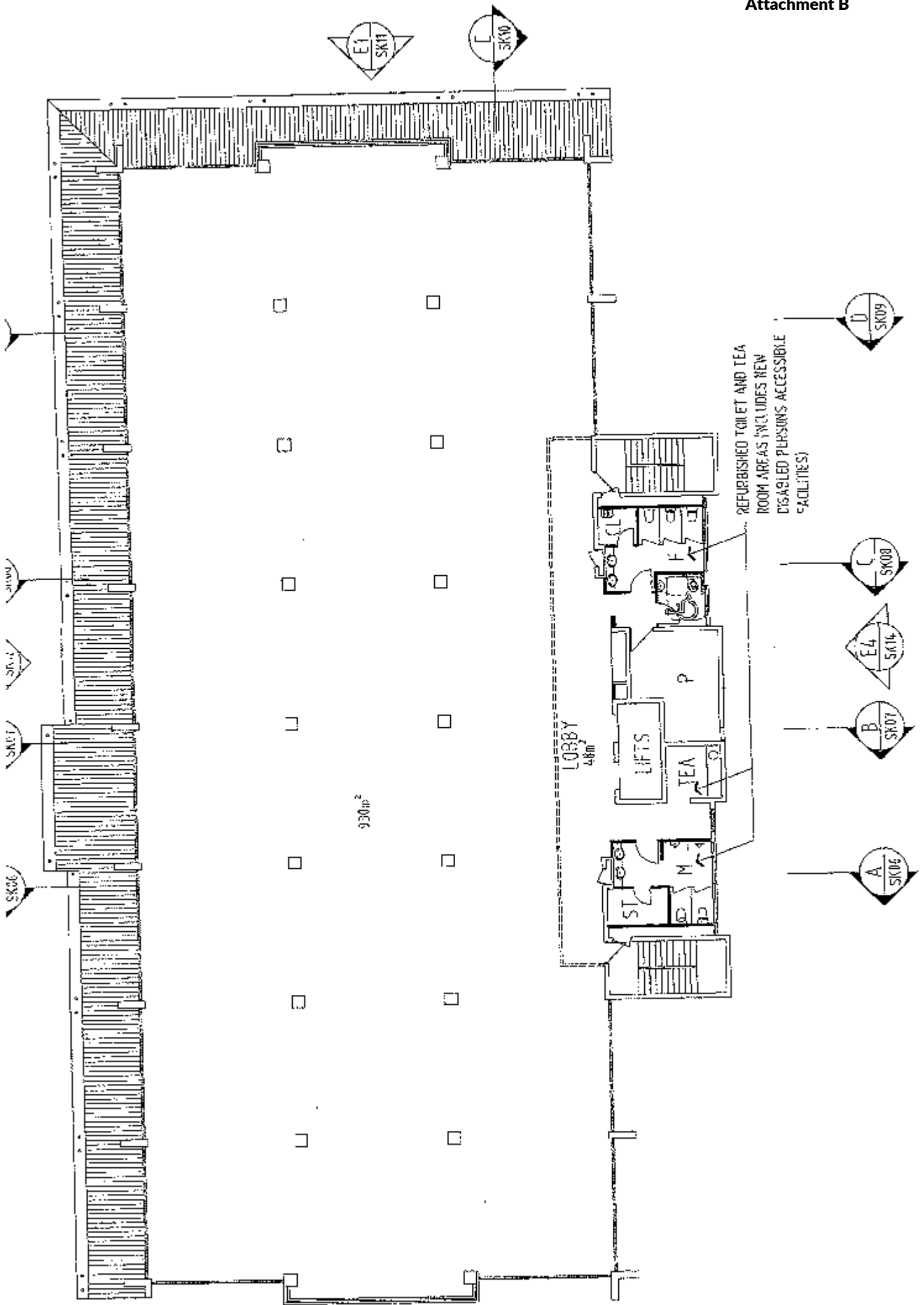
44m²

245m²

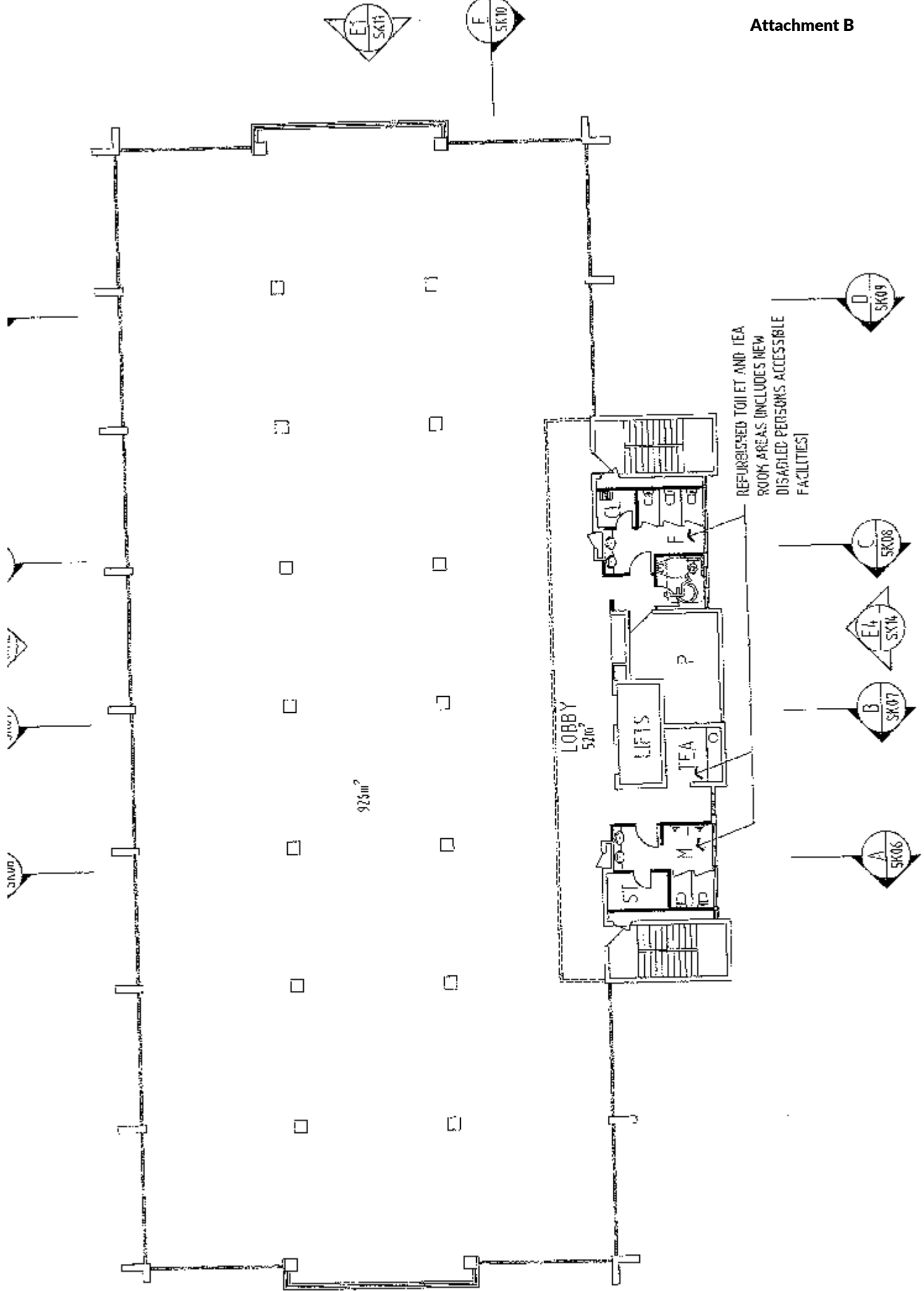
NEW GARDEN BED

117m²

325m²



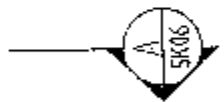
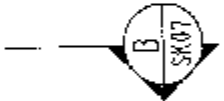


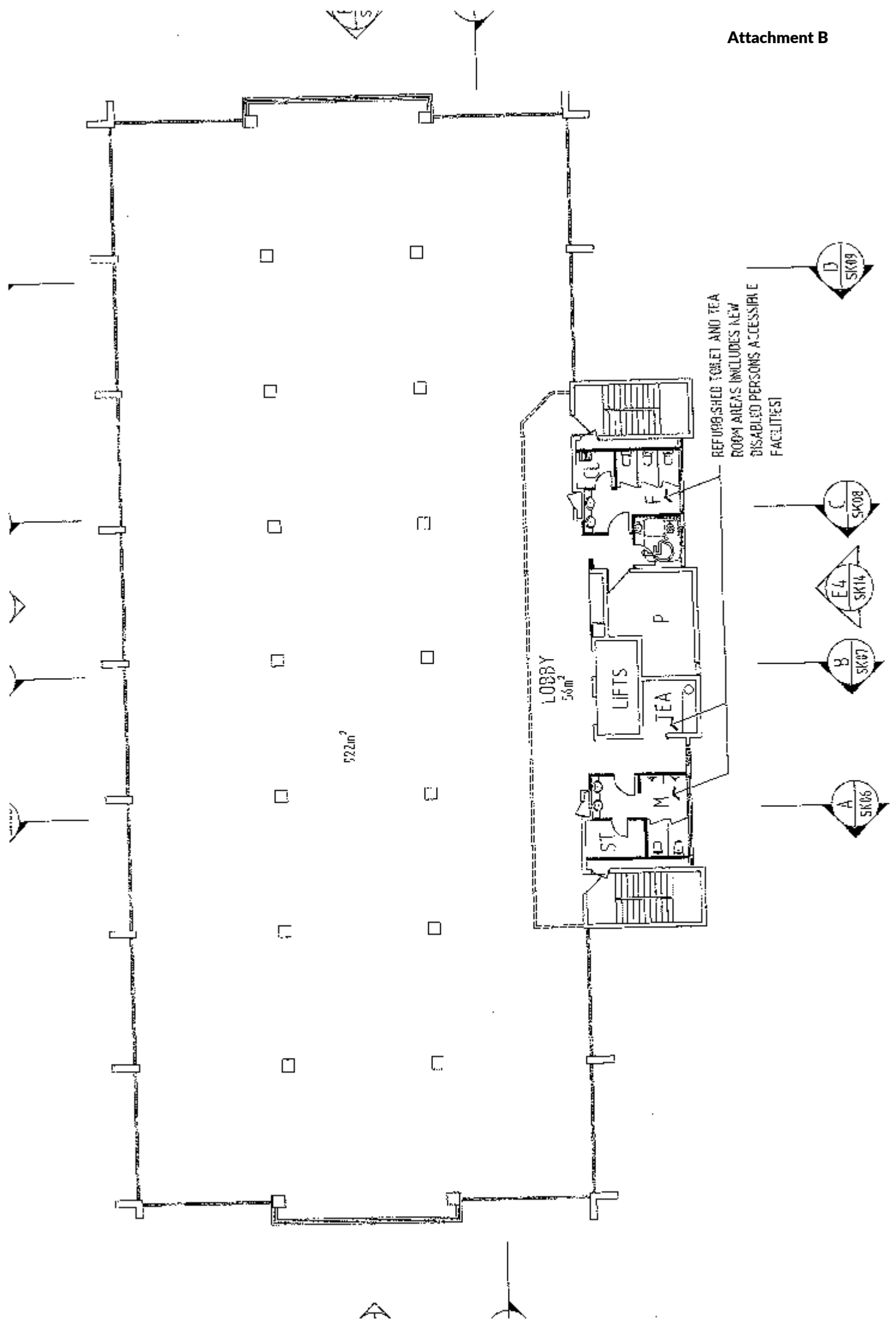


925m<sup>2</sup>

LOBBY  
52m<sup>2</sup>

REFURBISHED TOILET AND TEA  
ROOM AREAS (INCLUDES NEW  
DISABLED PERSONS ACCESSIBLE  
FACILITIES)





522m<sup>2</sup>

LOBBY  
56m<sup>2</sup>

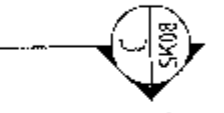
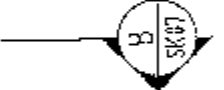
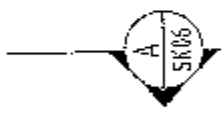
LIFTS

JEA

P

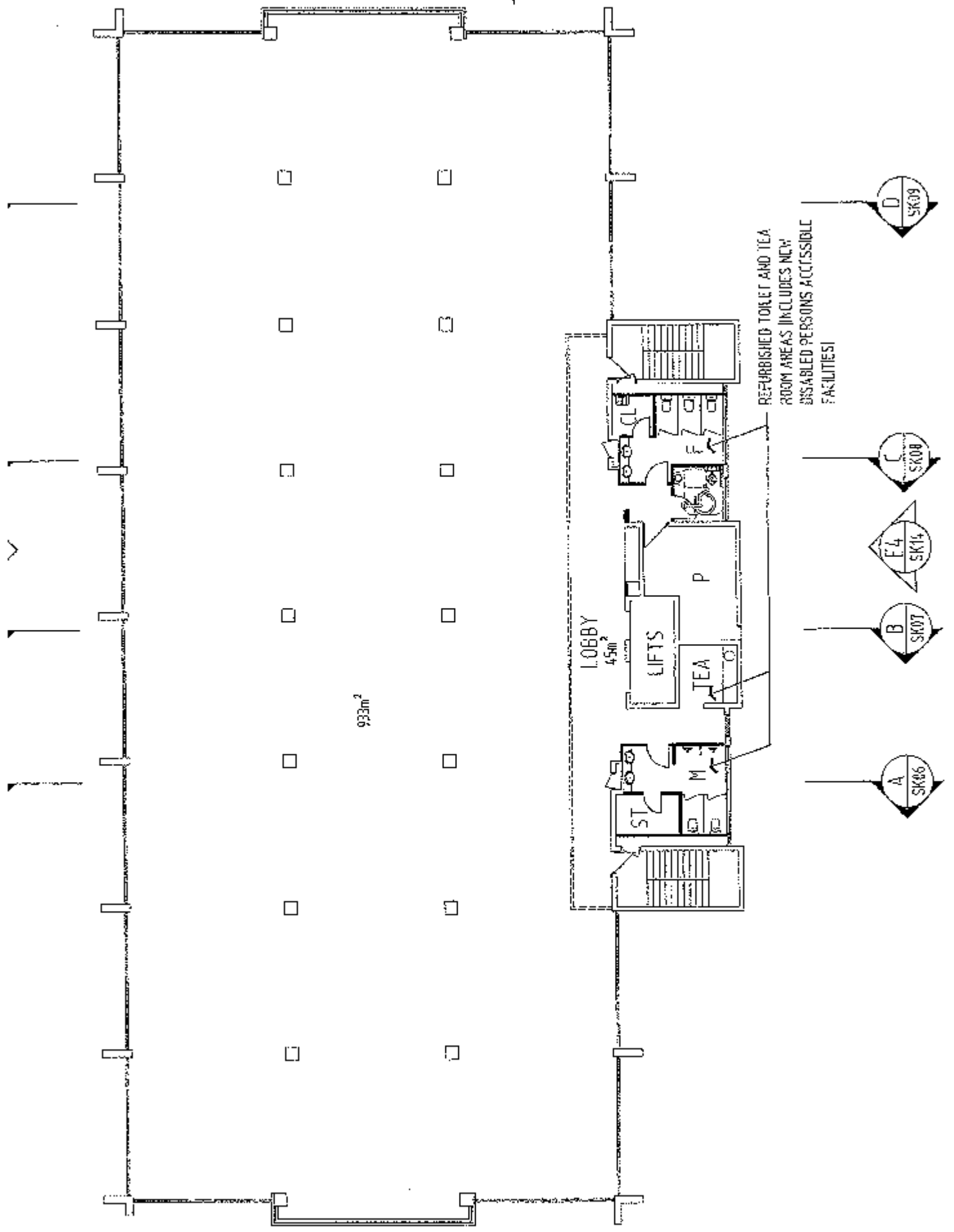
ST

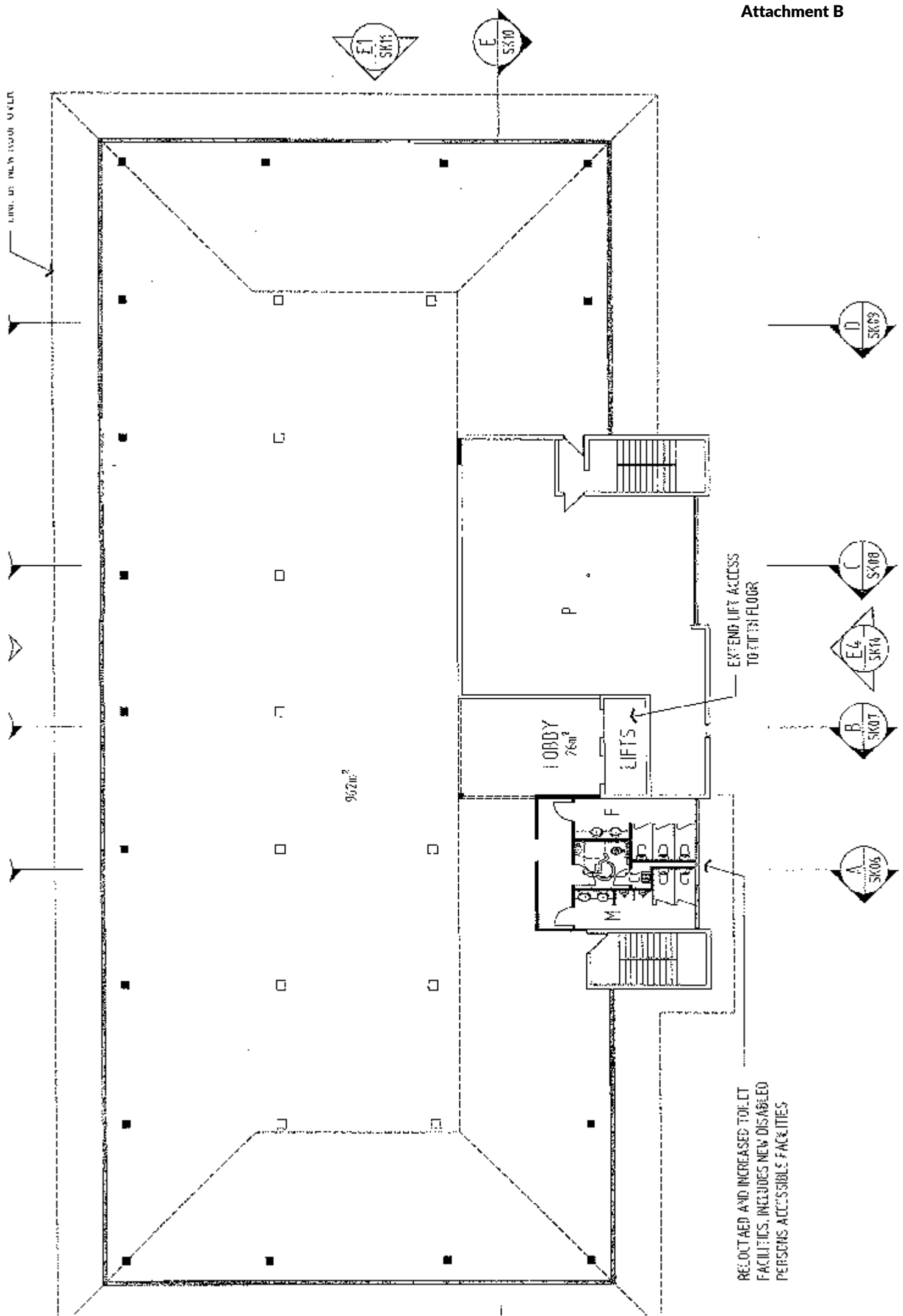
REFURBISHED TOILET AND TEA  
ROOM AREAS INCLUDES NEW  
DISABLED PERSONS ACCESSIBLE  
FACILITIES



A







LIVE IN MAIN FLOOR OVER

962m<sup>2</sup>

LOBBY  
76m<sup>2</sup>

LIFTS

P

F

M

EXTEND LIFT ACCESS  
TO 2<sup>ND</sup> FLOOR

RETOILET AND INCREASED TOILET  
FACILITIES, INCLUDES NEW DISABLED  
PERSONS ACCESSIBLE FACILITIES

E4  
SK10

B  
SK07

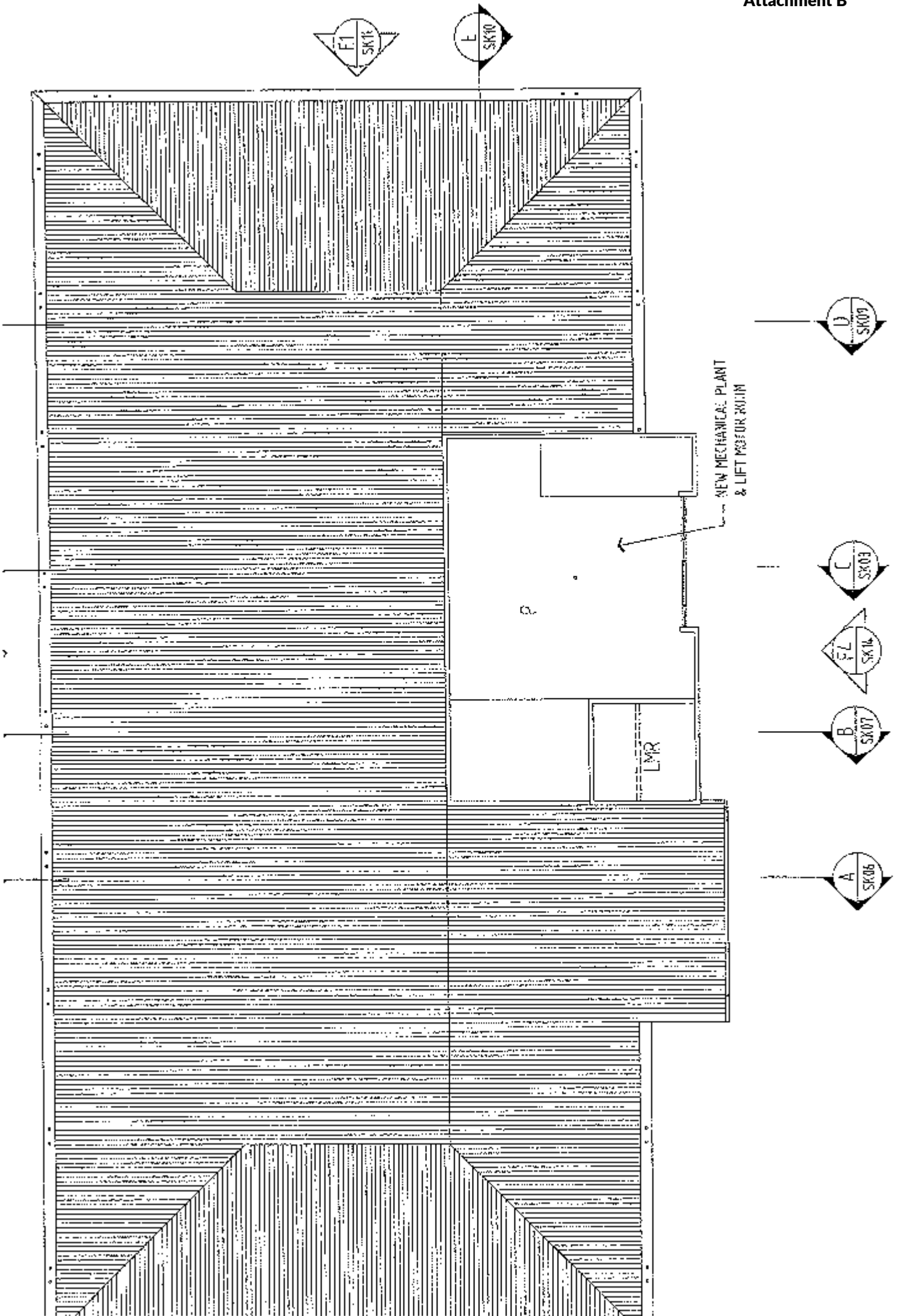
C  
SK08

D  
SK09

E  
SK10

E1  
SK11

A  
SK06



NEW ROOF WITH  
EAVES OVERHANG

CONVY  
EXIS

NEW  
EXIS

NEW  
EXIS

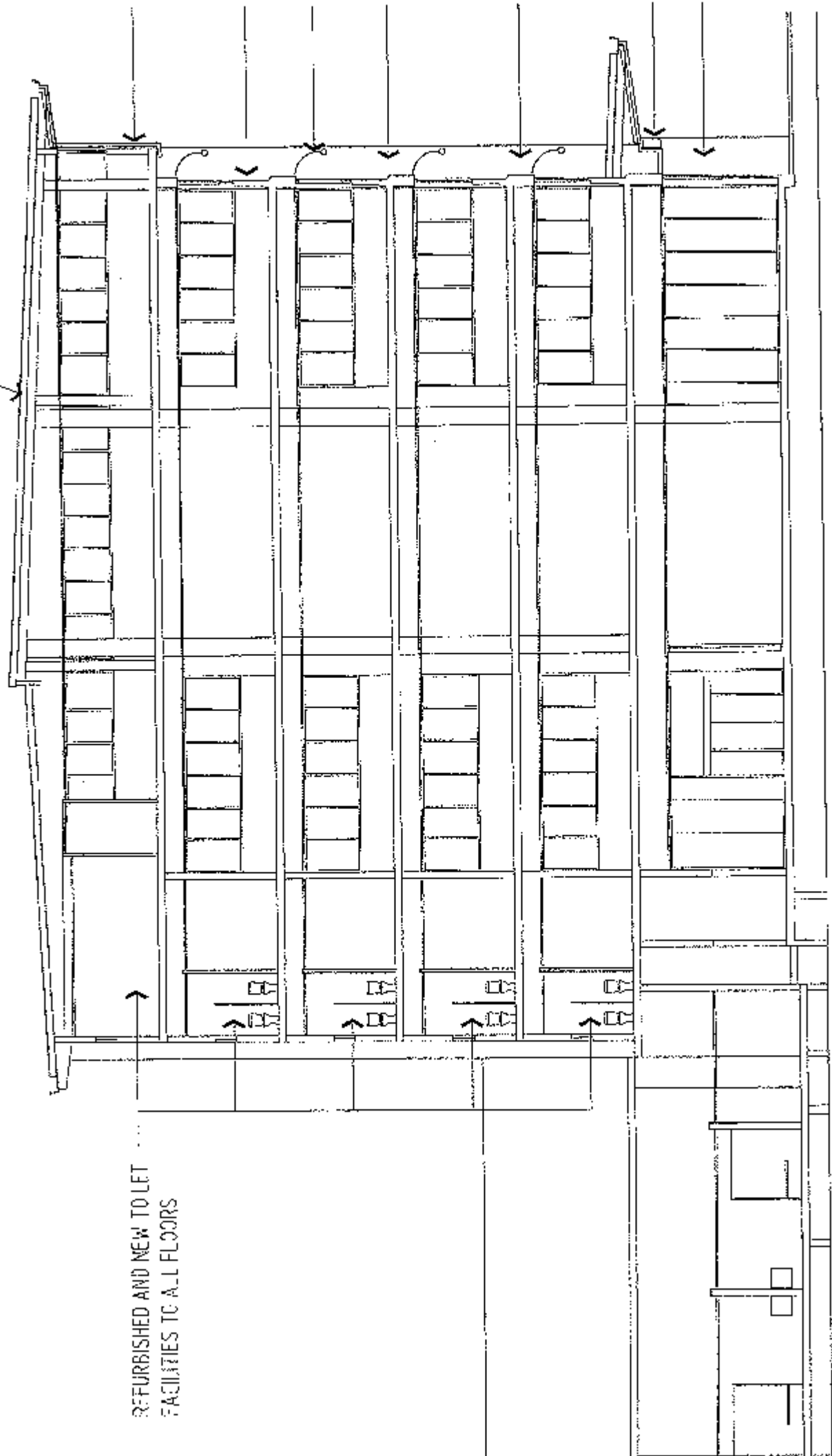
NEW  
EXIS

NEW

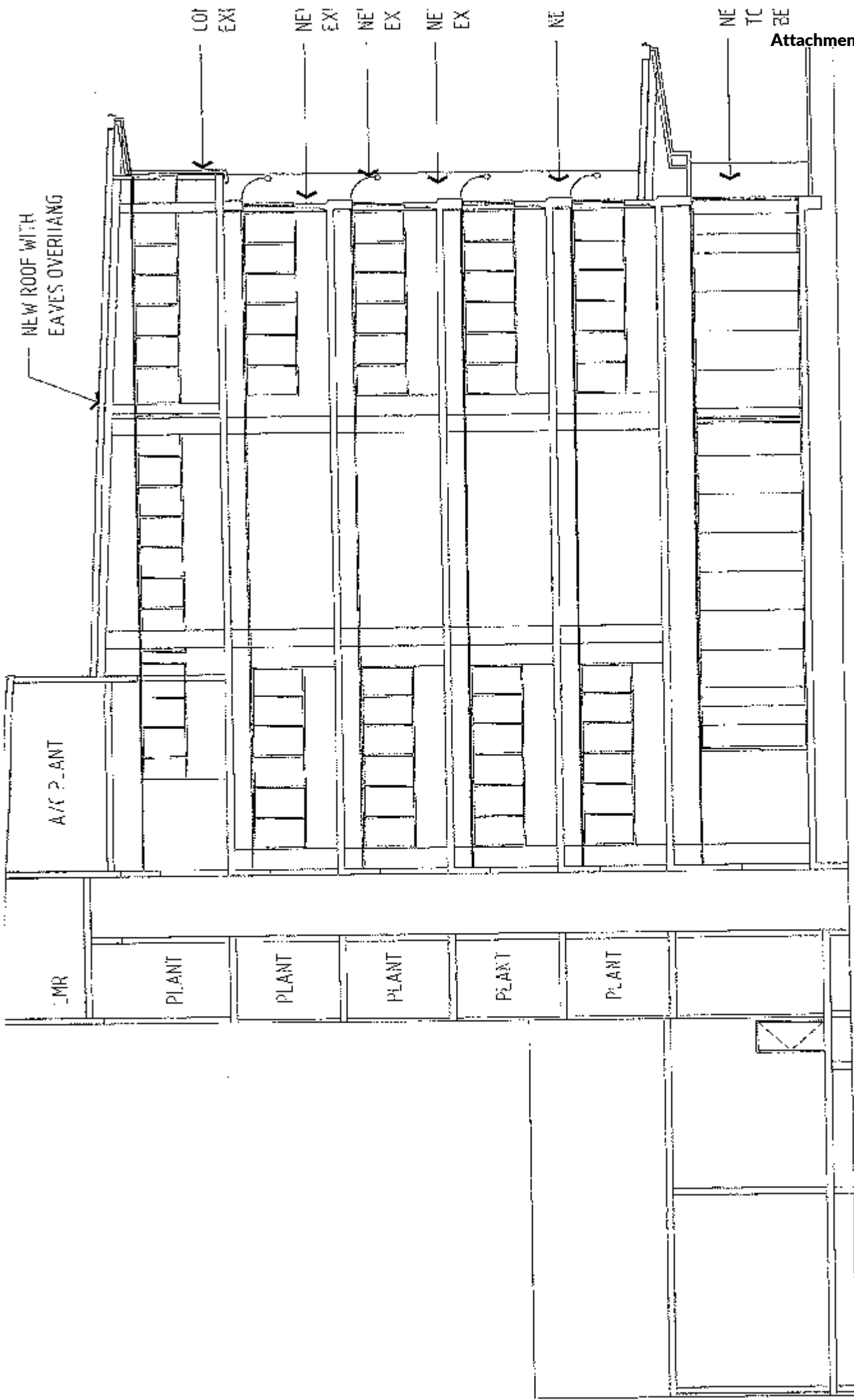
NEW

NEW  
TOE  
PLC

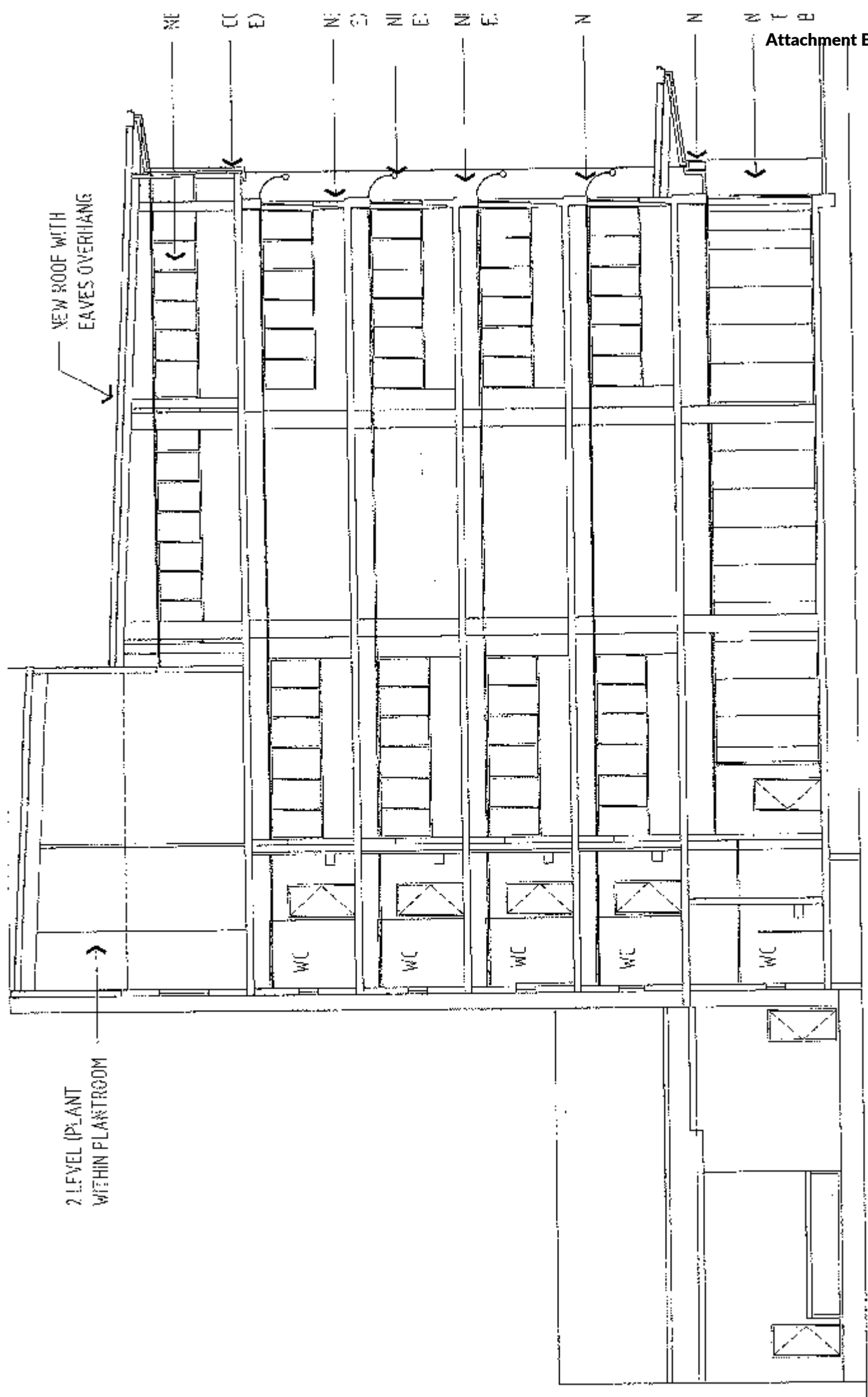
REFURBISHED AND NEW TO LET  
FACILITIES TO ALL FLOORS



SECTION  
A-A  
SK02



SECTION  
B-B  
SK02



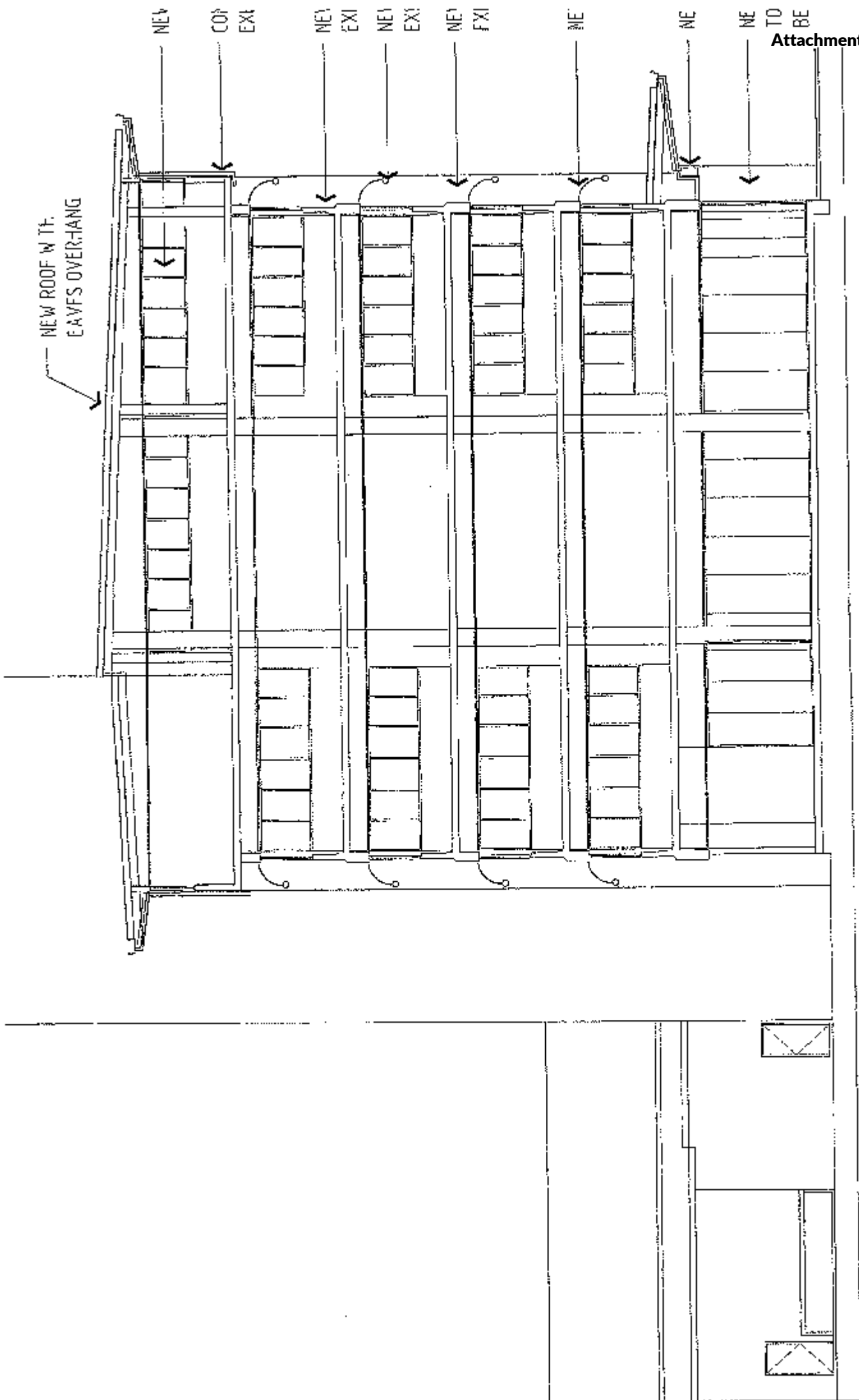
NEW ROOF WITH  
EAVES OVERHANG

2 LEVEL (PLANT  
WITHIN PLANTROOM)

C-C  
SK02

SECTION

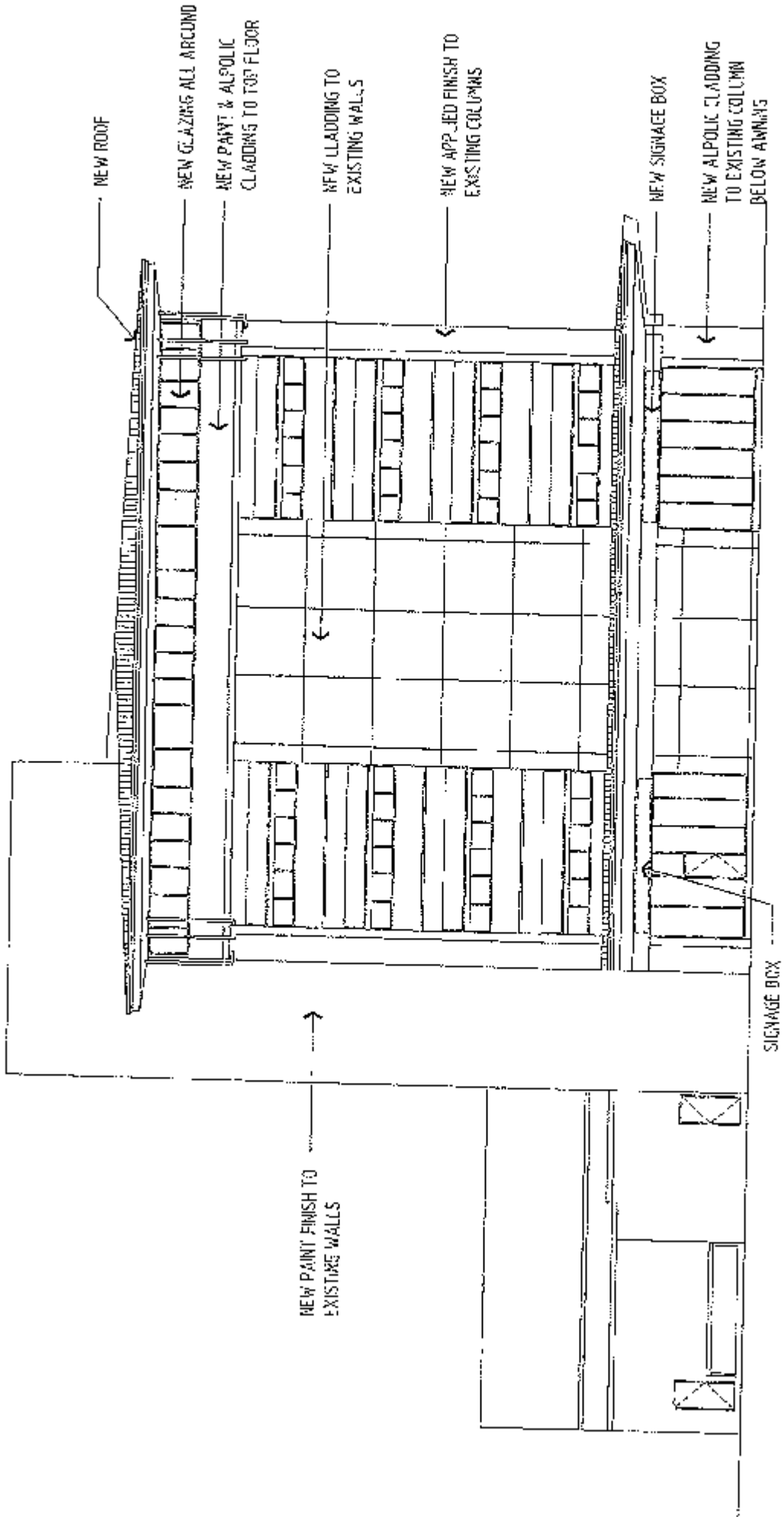




D-D  
SKP

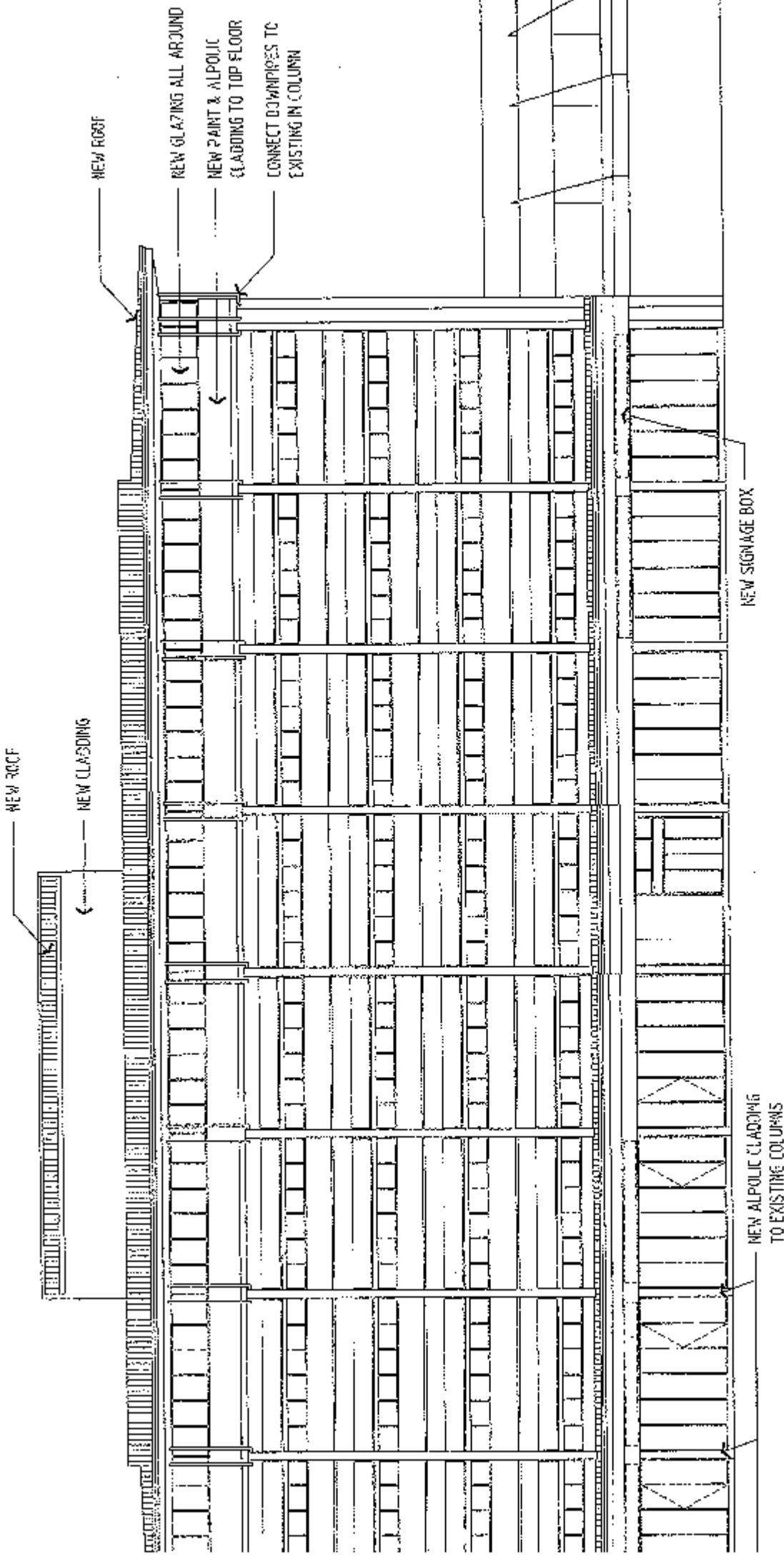
SECTION



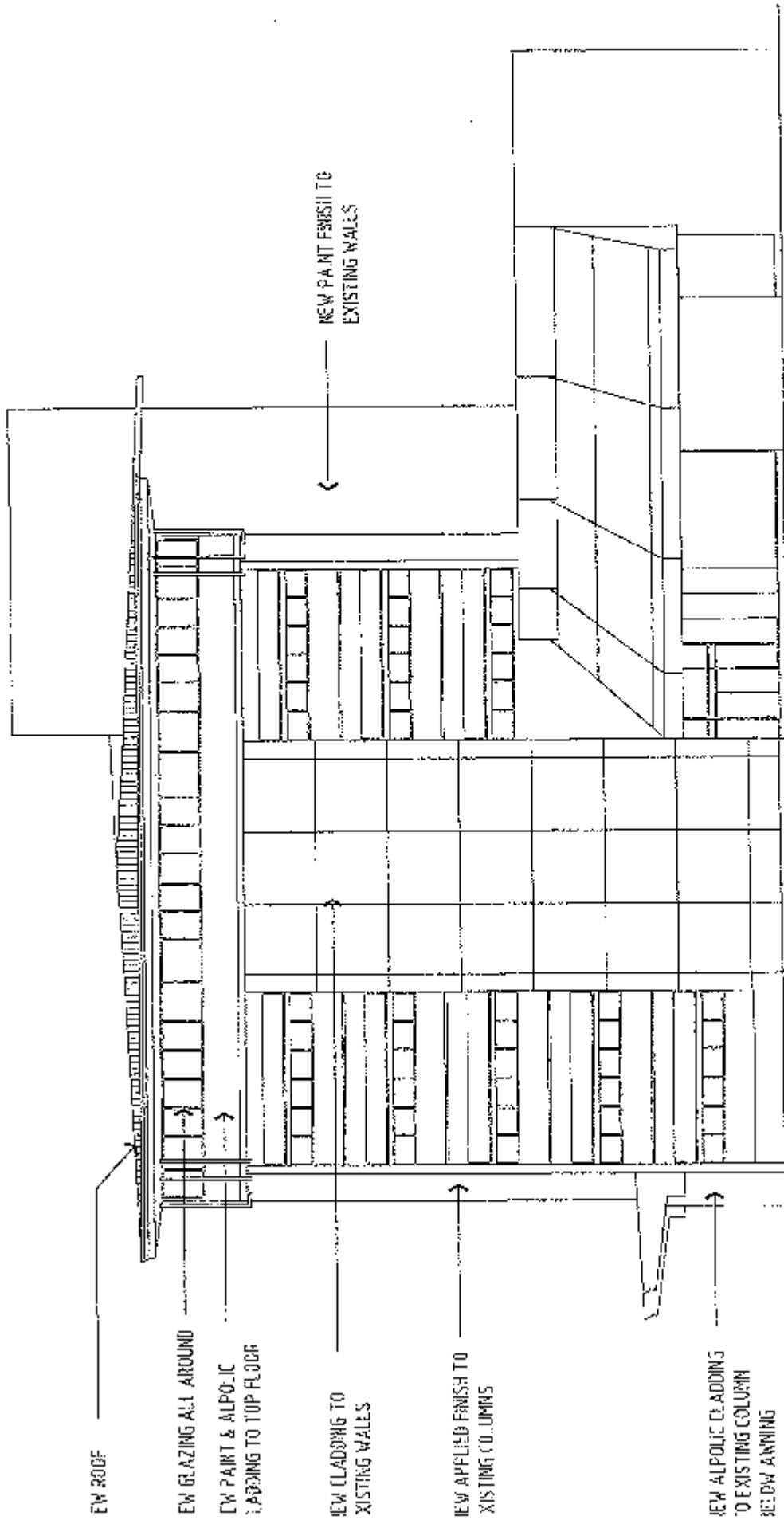


ELEVATION E1

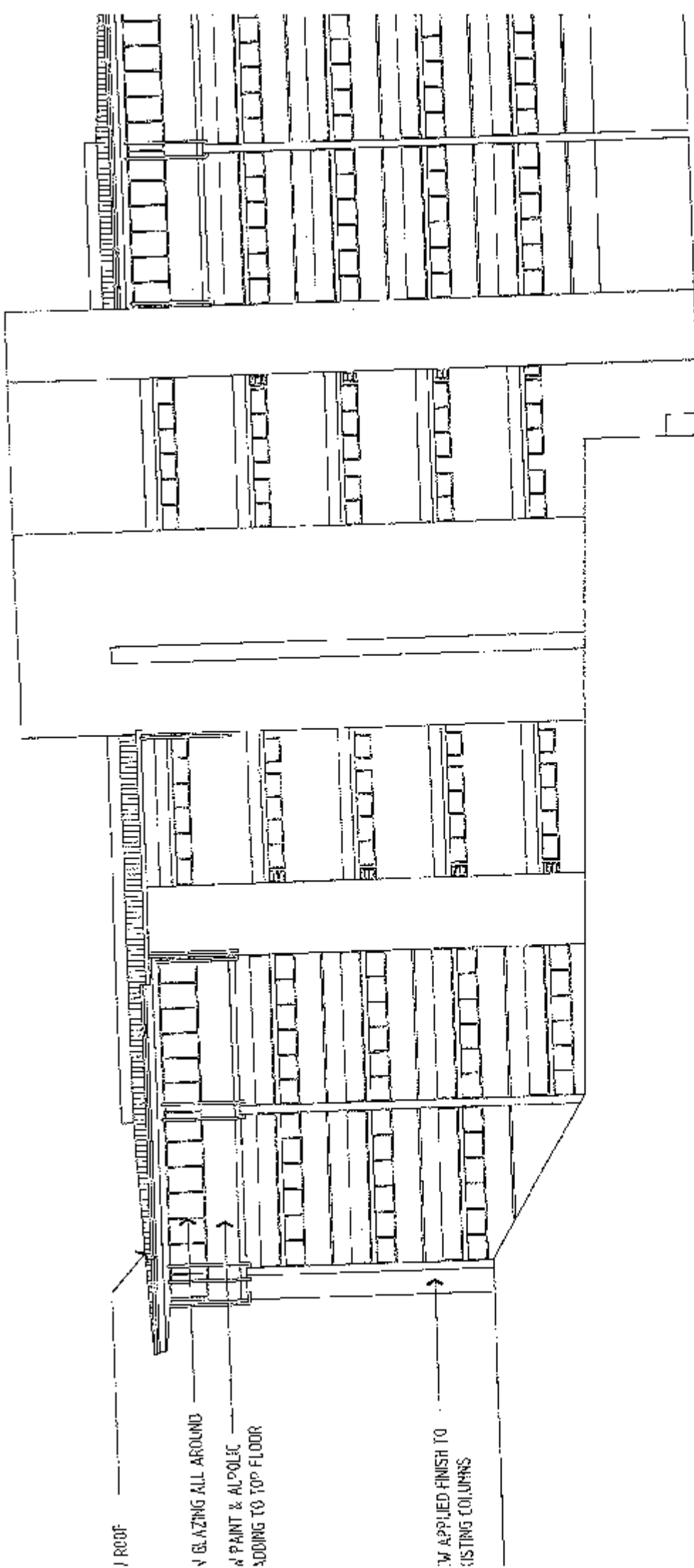
SK07



SECTION E7  
SK02



ELEVATION E3  
SK02



ATION F4  
SK02



# Development Consent Authority

Northern Territory

GPO BOX 1680  
DARWIN NT 0801

Telephone No: (08) 8999 6044  
Facsimile No: (08) 8999 6055

In reply please quote: PA2010/0217  
PB : CM

June D'Rozario & Associates Pty Ltd  
GPO Box 780  
DARWIN NT 0801

Dear Sir/ Madam

## NOTICE OF CONSENT (SECTION 53B OF THE *PLANNING ACT*) LOT 21 (14) PALMERSTON CIRCUIT, TOWN OF PALMERSTON

The Development Consent Authority has determined, in accordance with section 53(a) of the *Planning Act*, to grant consent to the proposal to use and develop the abovementioned land for the purpose of refurbishment and extensions of office floor space of an existing office building, subject to the conditions specified on the attached Development Permit DP10/0381.

### Reasons for the Determination

1. A reduction of car parking requirements as specified by clause 6.5.1 (Parking Requirements) of the NT Planning Scheme to 10 car and 3 motorcycle parking bays is determined in accordance with clause 6.5.2 (Reduction of Parking Requirements) of the Scheme for the proposed use as:
  - The site is developed to its capacity and the ten parking bays provided on site are legally established as part of the original development approved by the Instrument of Determination P50004;
  - The eight parking bays provided on site as part of development approved by Development Permit DP96/0152 and surrendered to the Council as part of a Urban Enhancement Program address the requirement for six parking bays generated by the proposed refurbishment;
  - Parking and alternative means of transport such as bus and taxi services are available in the vicinity of the site; and
  - 3 additional motorcycle parking bays are being proposed raising the overall number of parking bays provided on-site to 13.
2. A variation to the requirements of clause 6.6 (Loading Bay) is supported based on consideration that the increase in office and retail space is unlikely to increase the requirements for loading facilities above those currently used to service the building.

Right of Appeal

Applicants are advised that a right of appeal to the Appeals Tribunal exists under Part 9 of the *Planning Act*. An appeal under section 114 against a determination of a development application must be made within 28 days of the service of this notice.

The Registrar of the Appeals Tribunal can provide information regarding the Notice of Appeal form and fees payable. The address for lodgement of a Notice of Appeal is: The Registrar, Appeals Tribunal, GPO Box 2014, DARWIN NT 0801 or Level 1, Cnr Cavenagh and Bennett Street, Darwin NT 0800 (Telephone: 08 8999 5001 or Facsimile 08 8999 5005).

There is no right of appeal by a third party under section 117 of the *Planning Act* in respect of this determination as there were no submissions received under section 49 of the Act.

If you have any queries in relation to this Notice of Consent or the attached Development Permit, please contact Development Assessment Services on telephone (08) 8999 7867.

Yours faithfully



PETER McQUEEN

Delegate

4/6/2010

Attachment

Cc Palmerston City Council



**NORTHERN TERRITORY OF AUSTRALIA**

*Planning Act - sections 54 and 55*

**DEVELOPMENT PERMIT**

**DP10/0381**

**DESCRIPTION OF LAND THE SUBJECT OF THE PERMIT**

Lot 00021

Town of Palmerston

14 PALMERSTON CCT, PALMERSTON CITY

**APPROVED PURPOSE**

To use and develop the land for the purpose of refurbishment and extensions of office floor space of an existing office building, in accordance with the attached schedule of conditions and the endorsed plans.

**VARIATIONS GRANTED**

Clause 6.6 (Loading Bay) of the NT Planning Scheme.

**BASE PERIOD OF THE PERMIT**

Subject to the provisions of sections 58, 59 and 59A of the Planning Act, this permit will lapse two years from the date of issue.



**PETER McQUEEN**  
Delegate  
Development Consent Authority

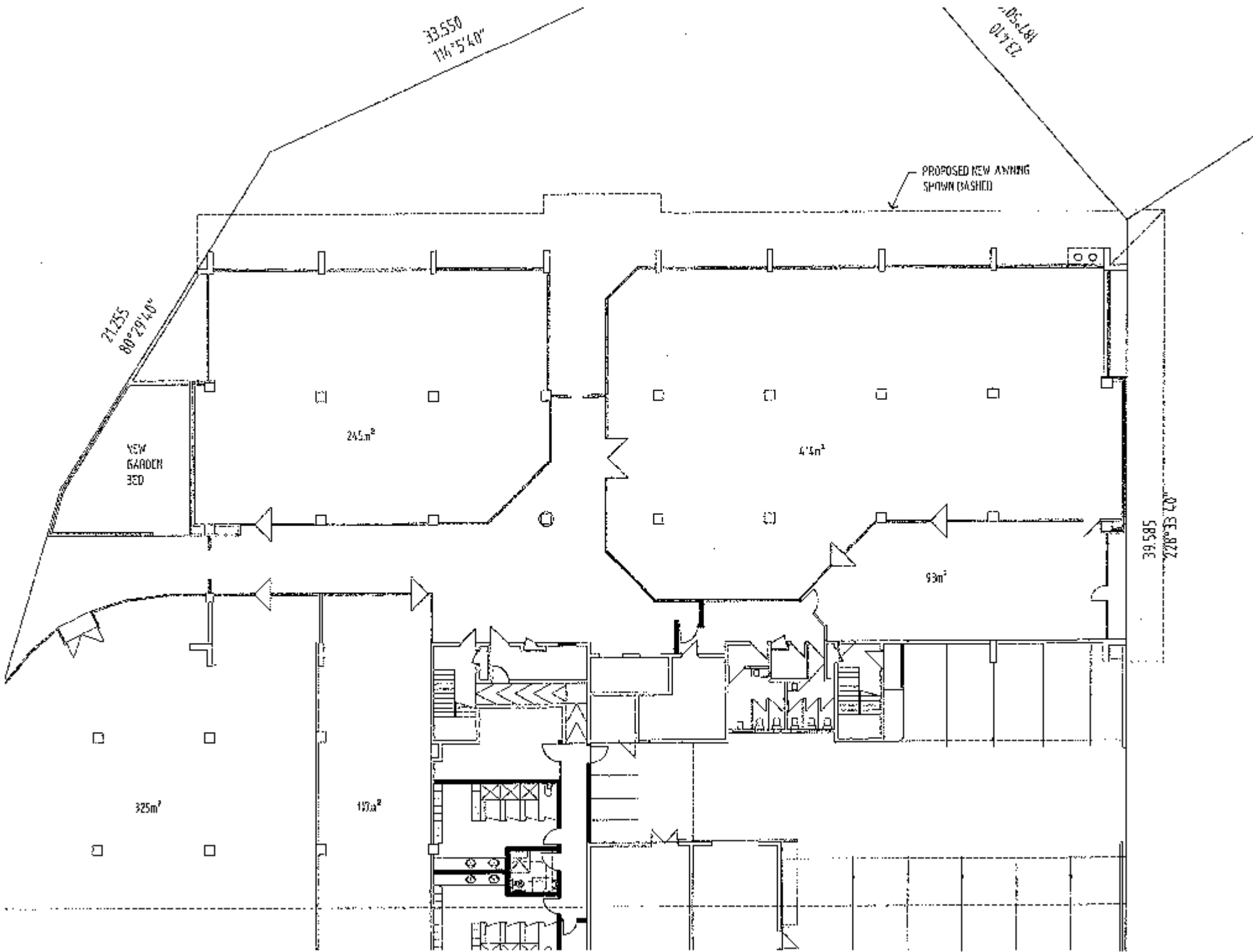
4/16/2010

## DEVELOPMENT PERMIT

DP10/0381

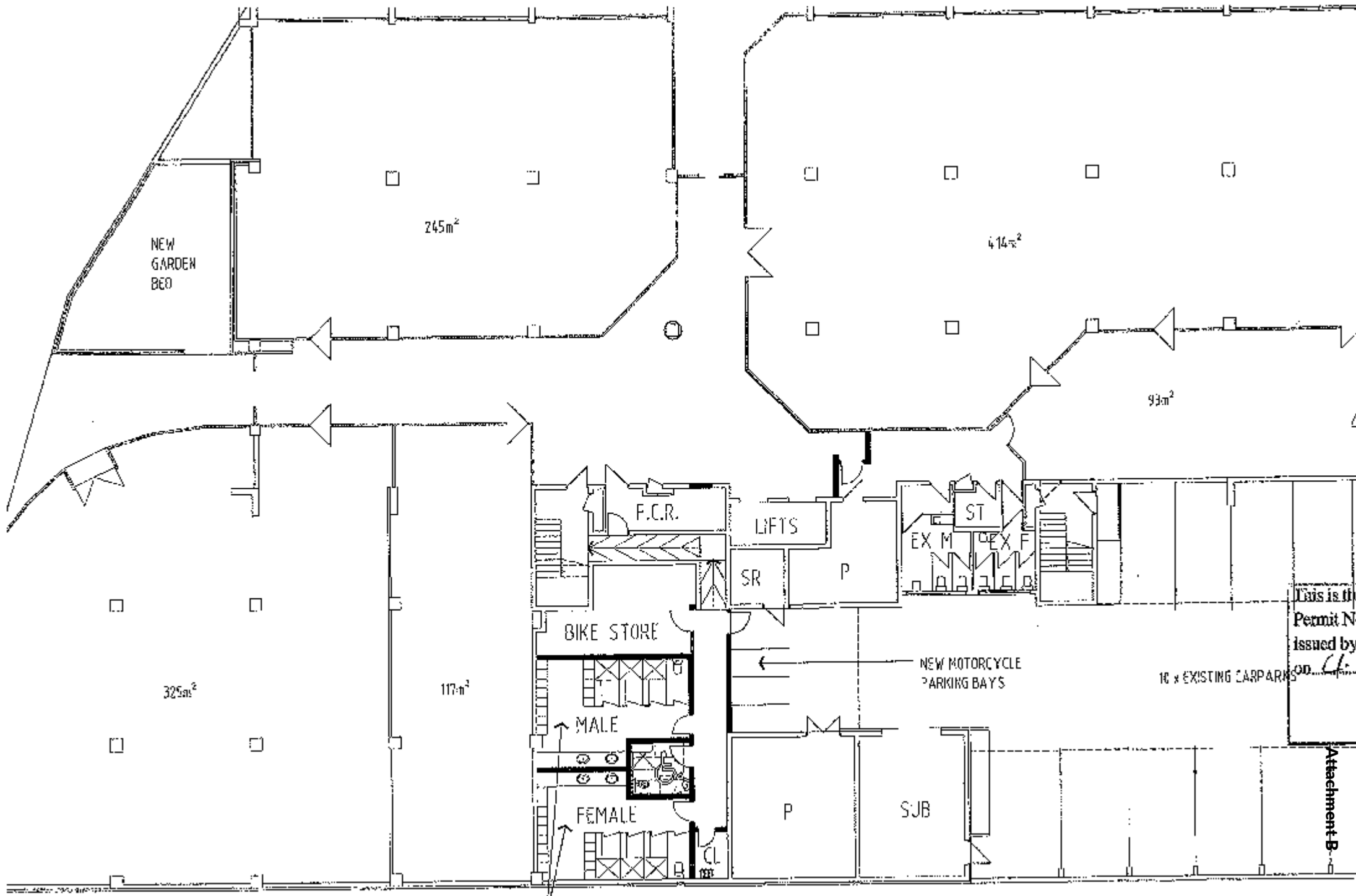
### SCHEDULE OF CONDITIONS

1. The works carried out under this permit shall be in accordance with drawings numbered 2010/0217/1 through to 2010/0217/17 inclusive endorsed as forming part of this permit.
2. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities and electricity services to the land shown on the endorsed plans in accordance with the authorities' requirements and relevant legislation at the time.
3. Storm water is to be collected and discharged into the drainage network to the technical standards of and at no cost to City of Palmerston, to the satisfaction of the consent authority.
4. Storage for waste disposal bins is to be provided to the requirements of City of Palmerston to the satisfaction of the consent authority.



This is site d  
 Permit No...  
 issued by the  
 on 4-6

Attachment B



NEW GARDEN BED

245m<sup>2</sup>

414m<sup>2</sup>

93m<sup>2</sup>

325m<sup>2</sup>

117m<sup>2</sup>

F.C.R.

LIFTS

ST

EX M

EX F

BIKE STORE

MALE

FEMALE

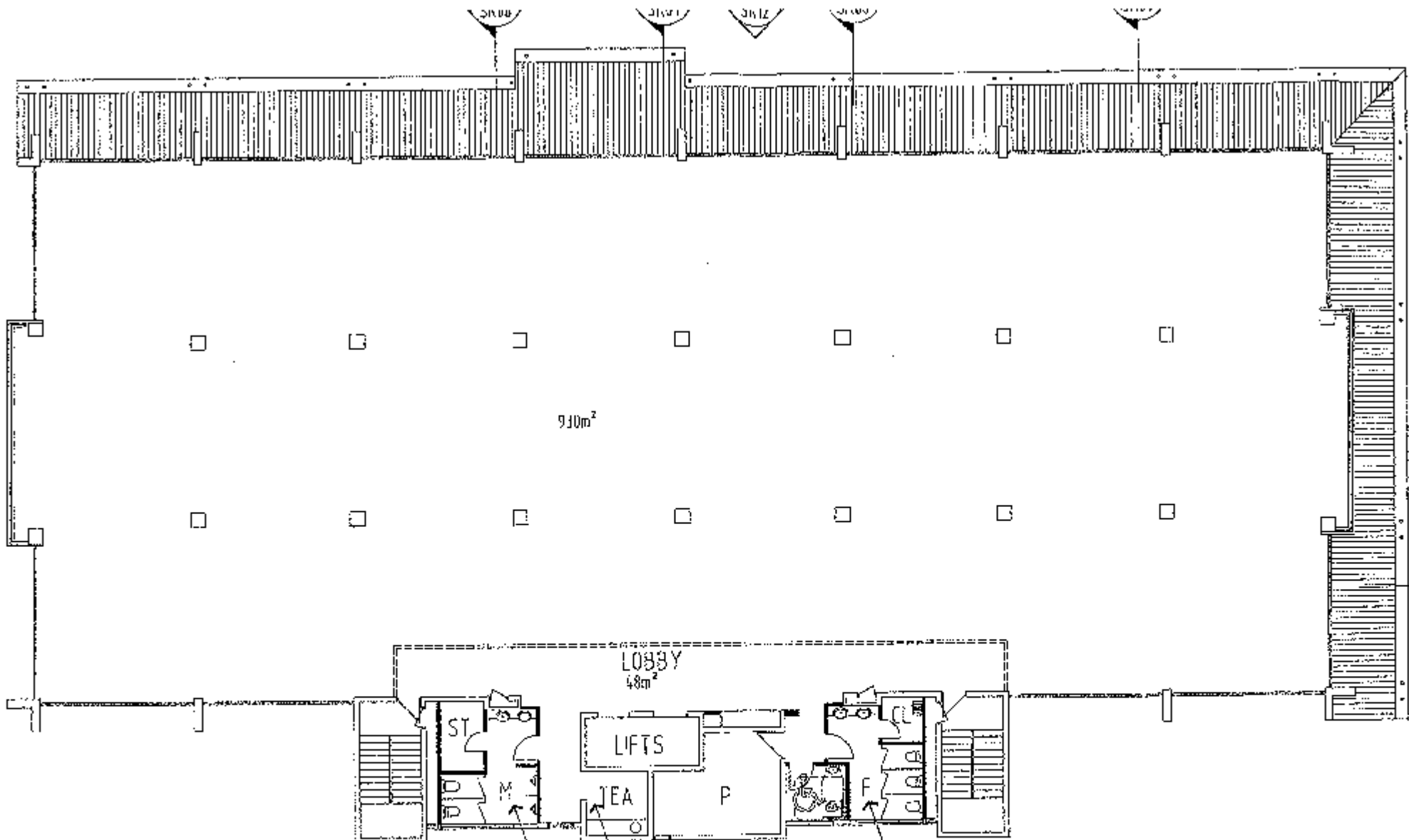
NEW MOTORCYCLE PARKING BAYS

10 x EXISTING CARPARKS

NEW CHANGE ROOMS WITH TOILETS/SHOWERS & LOCKERS

This is the Permit No. issued by 00. Cl.

Attachment B



910m<sup>2</sup>

LOBBY  
48m<sup>2</sup>

ST

LIFTS

TEA

P

F

REFURBISHED TOILET AND TEA ROOM AREAS INCLUDES NEW DISABLED PERSONS ACCESSIBLE FACILITIES

A  
SK06

B  
SK07

E4  
SK14

C  
SK08

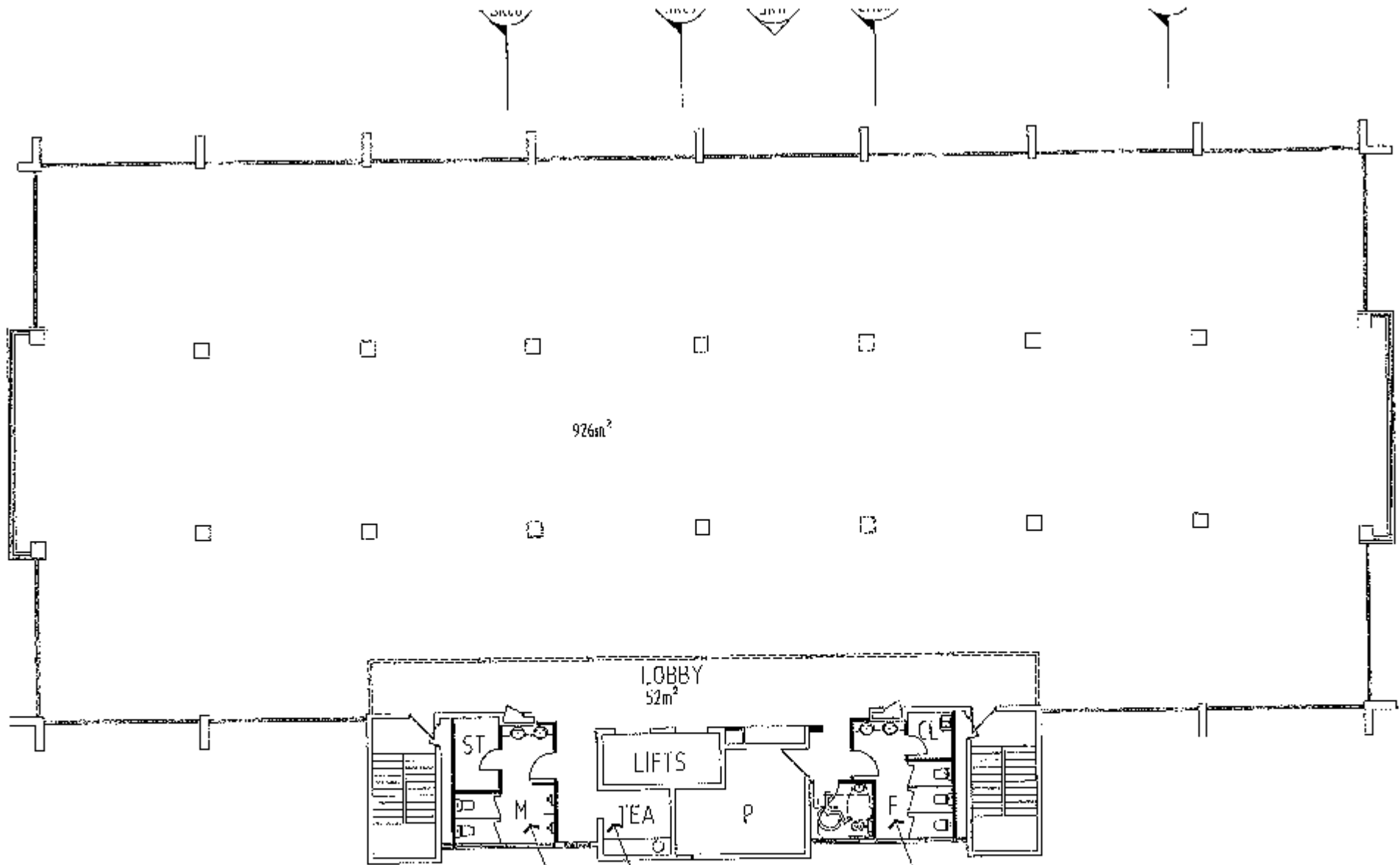
D  
SK09

E1  
SK11

E  
SK10

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Permit No...  
issued by the  
on 4.6

Attachment B



926m<sup>2</sup>

LOBBY  
52m<sup>2</sup>

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LIFTS

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REFURBISHED TOILET AND TEA ROOM AREAS (INCLUDES NEW DISABLED PERSONS ACCESSIBLE FACILITIES)

A  
SK06

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SK07

E4  
SK14

C  
SK08

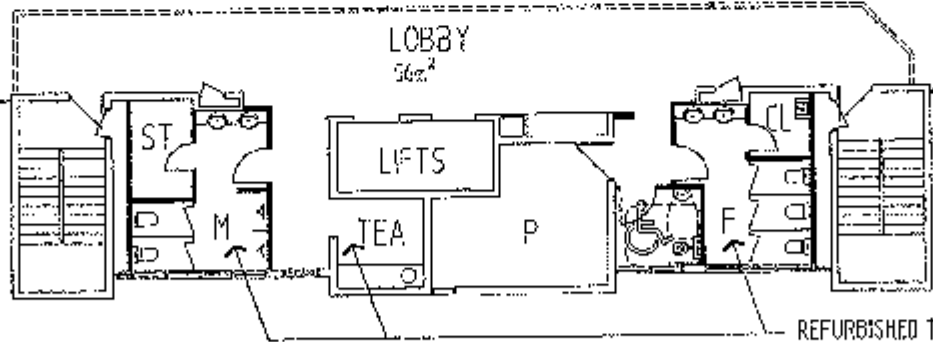
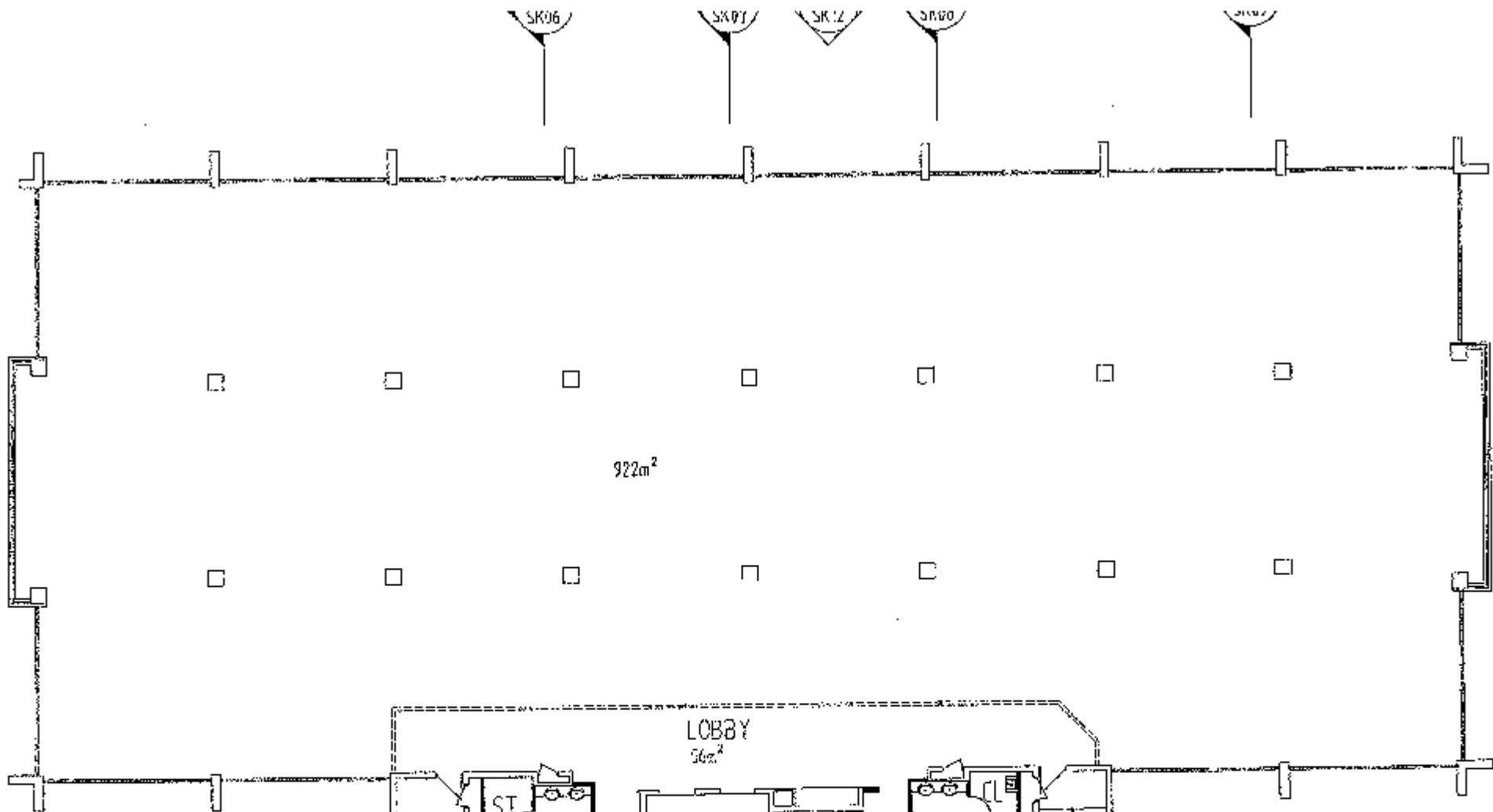
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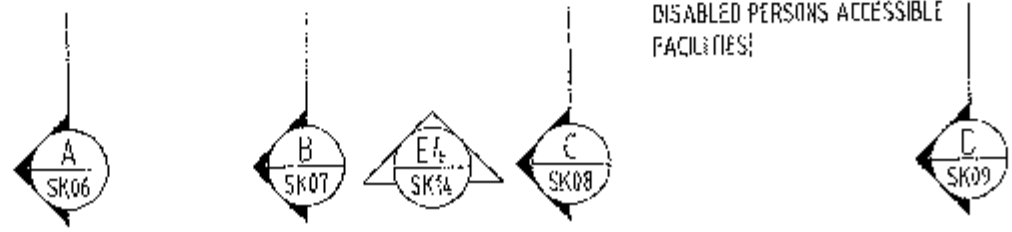
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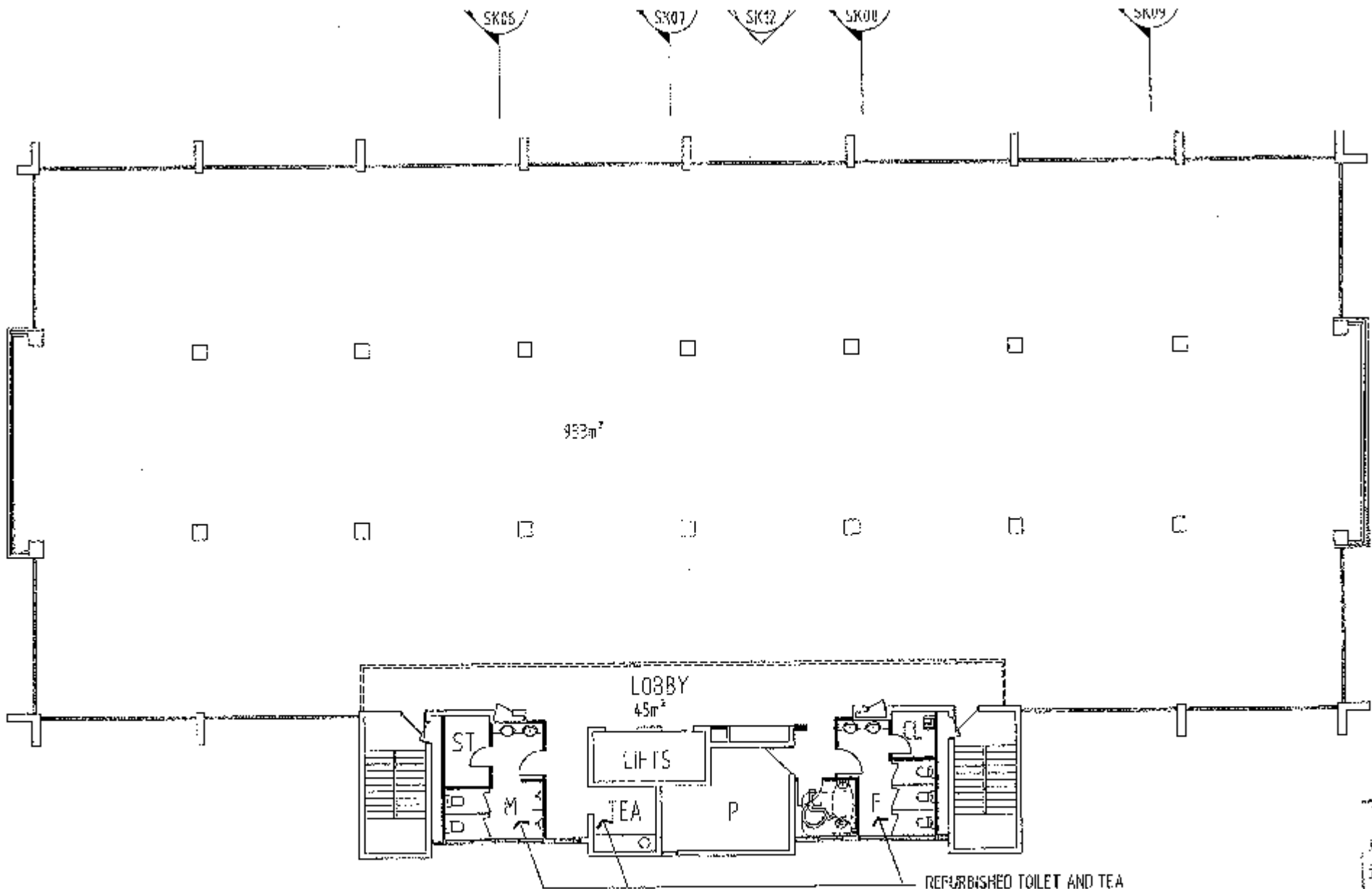
Attachment B



REFURBISHED TOILET AND TEA ROOM AREAS INCLUDES NEW DISABLED PERSONS ACCESSIBLE FACILITIES!



This is the dra  
Permit No. ....  
issued by the  
on 4/8  
Attachment B



SK05

SK07

SK12

SK00

SK09

953m<sup>2</sup>

LOBBY

45m<sup>2</sup>

ST

LIFTS

TEA

P

F

REFURBISHED TOILET AND TEA ROOM AREAS (INCLUDES NEW DISABLED PERSONS ACCESSIBLE FACILITIES)

A  
SK06

B  
SK07

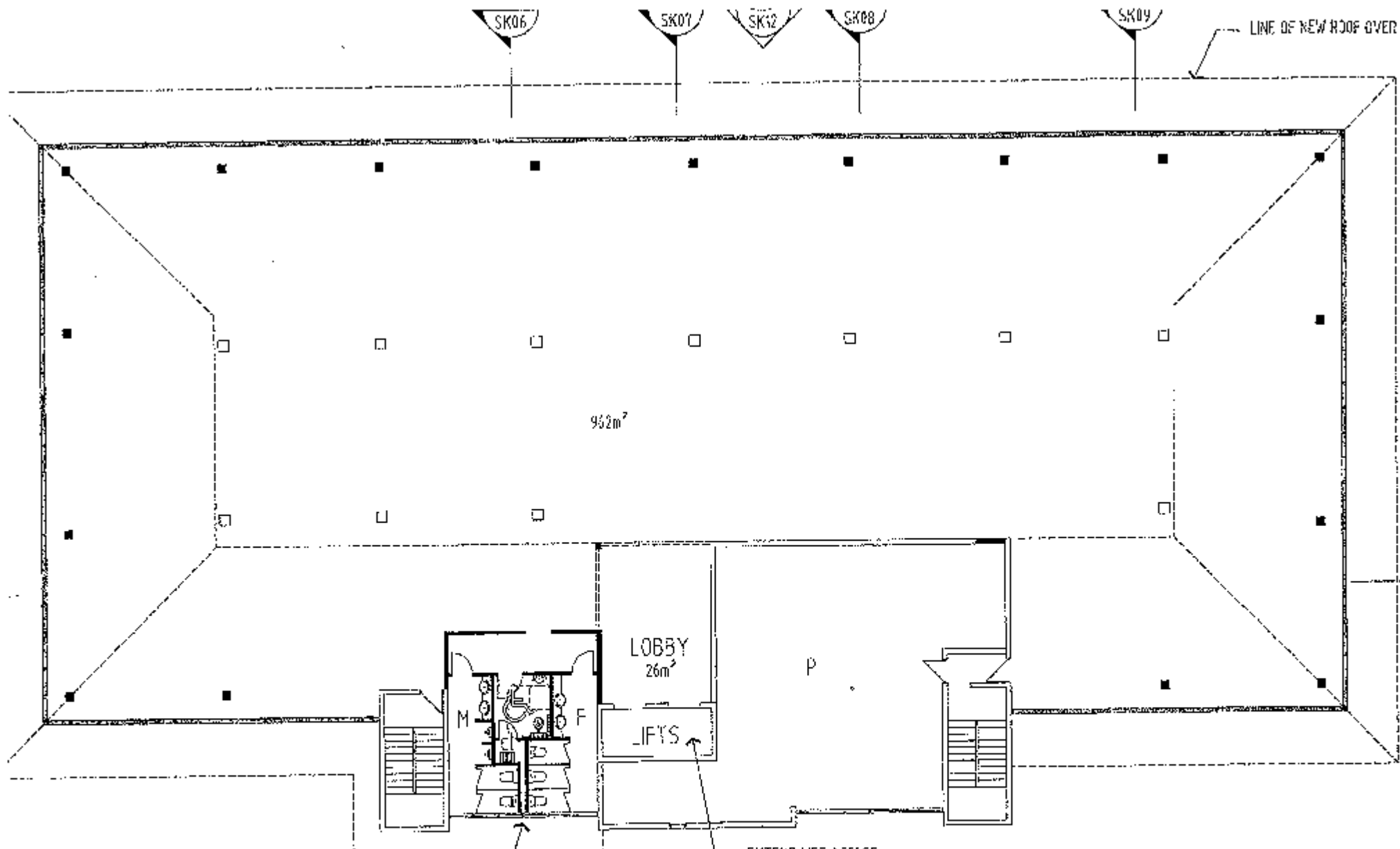
E4  
SK14

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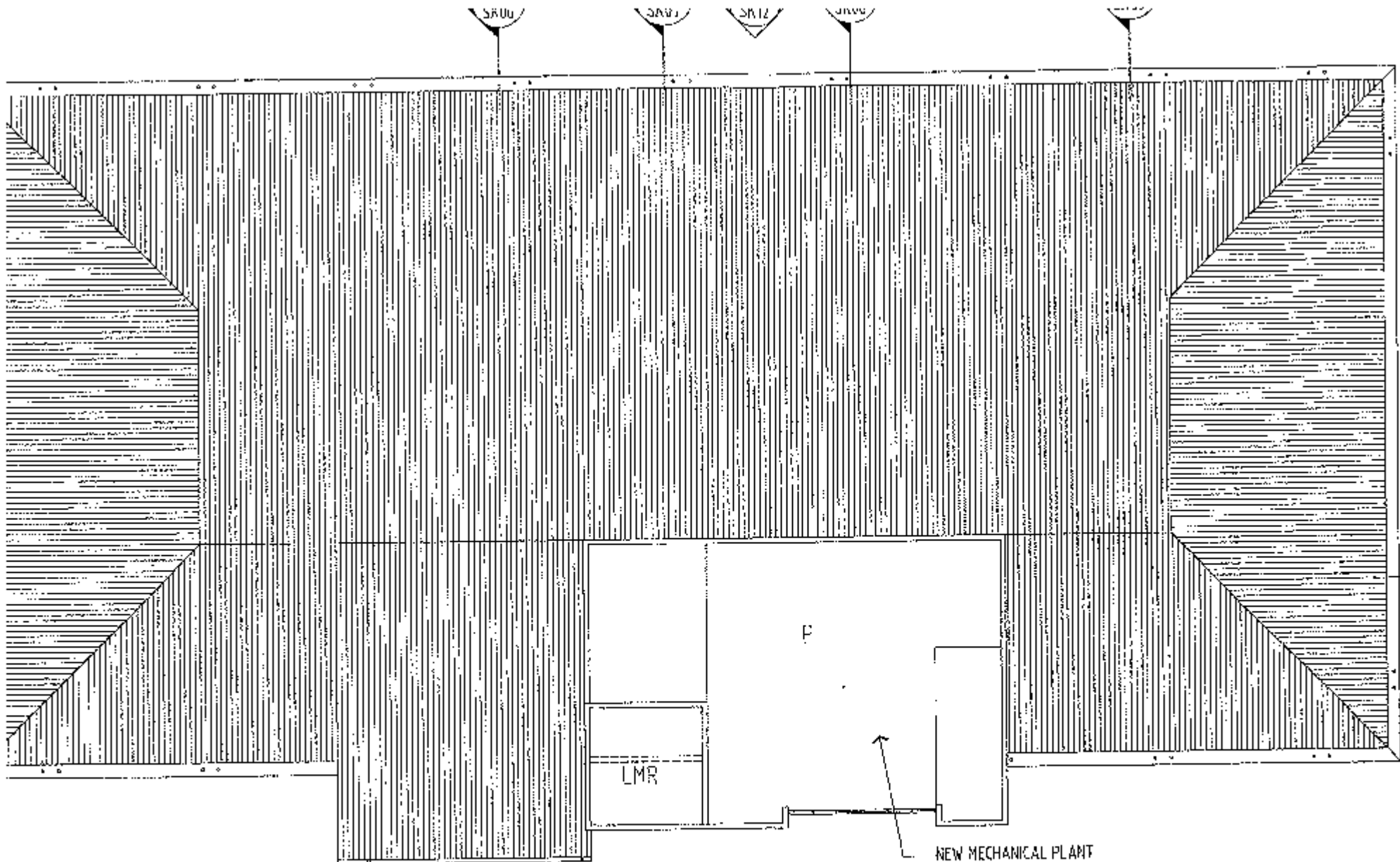




RELOCATED AND INCREASED TOILET FACILITIES, INCLUDES NEW DISABLED PERSONS ACCESSIBLE FACILITIES

EXTEND LIFT ACCESS TO FIFTH FLOOR

This is the Permit No. issued by the on 4-6  
Attachment B



E1  
SK11

E  
SK10

This is the final  
Permit No. ....  
issued by the I  
on... 11/10/...  
Attachment B

A  
SK06

B  
SK07

E4  
SK14

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SK08

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NEW MECHANICAL PLANT  
& LIFT MOTOR ROOM

LMR

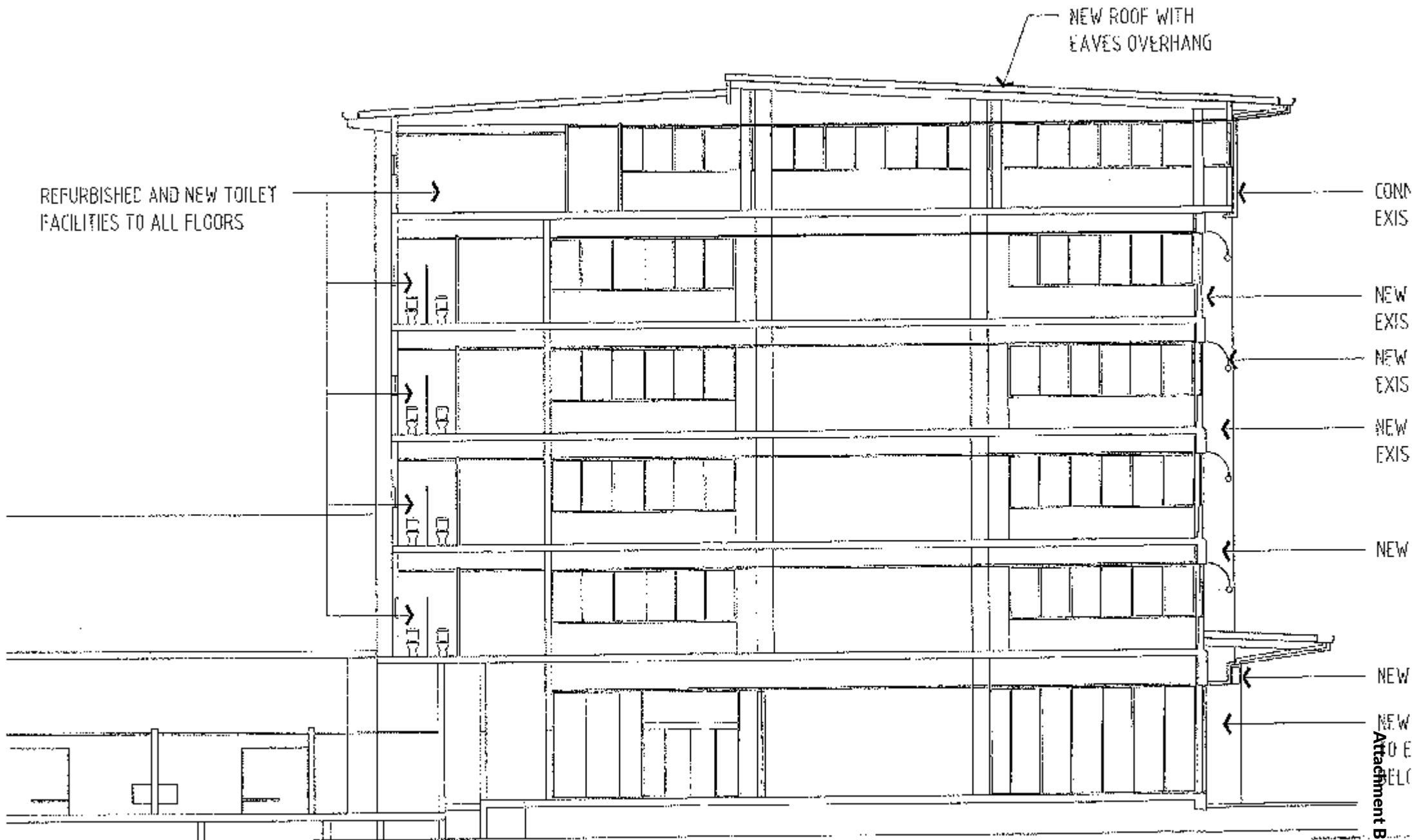
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SR00

SR01

SR12

SR09



SECTION

A-A  
SK02

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Permit No. 1  
issued by the  
on 4.6.

Attachment B



SECTION

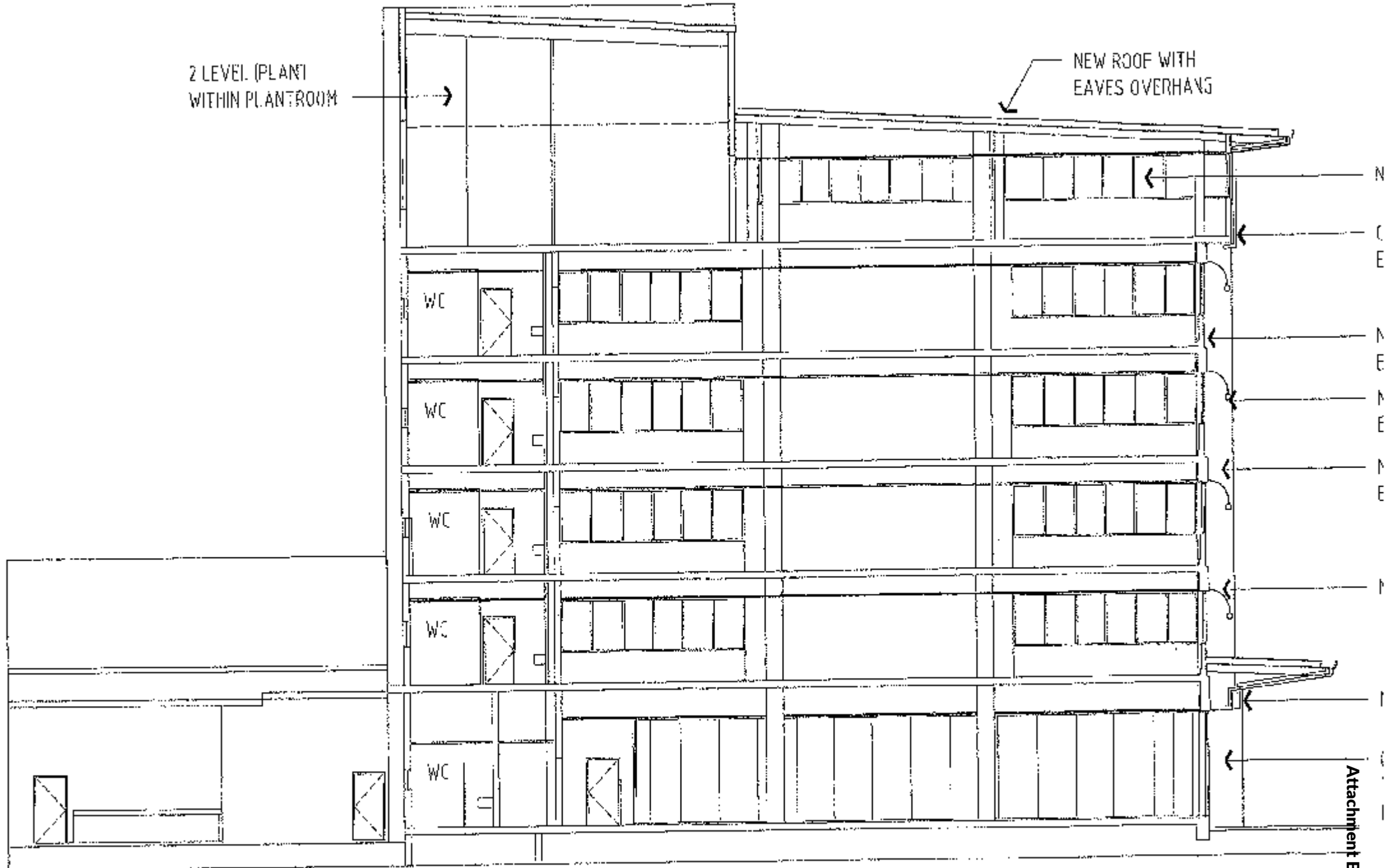
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SK02

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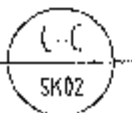
Attachment B

2 LEVEL (PLANT  
WITHIN PLANTROOM

NEW ROOF WITH  
EAVES OVERHANG

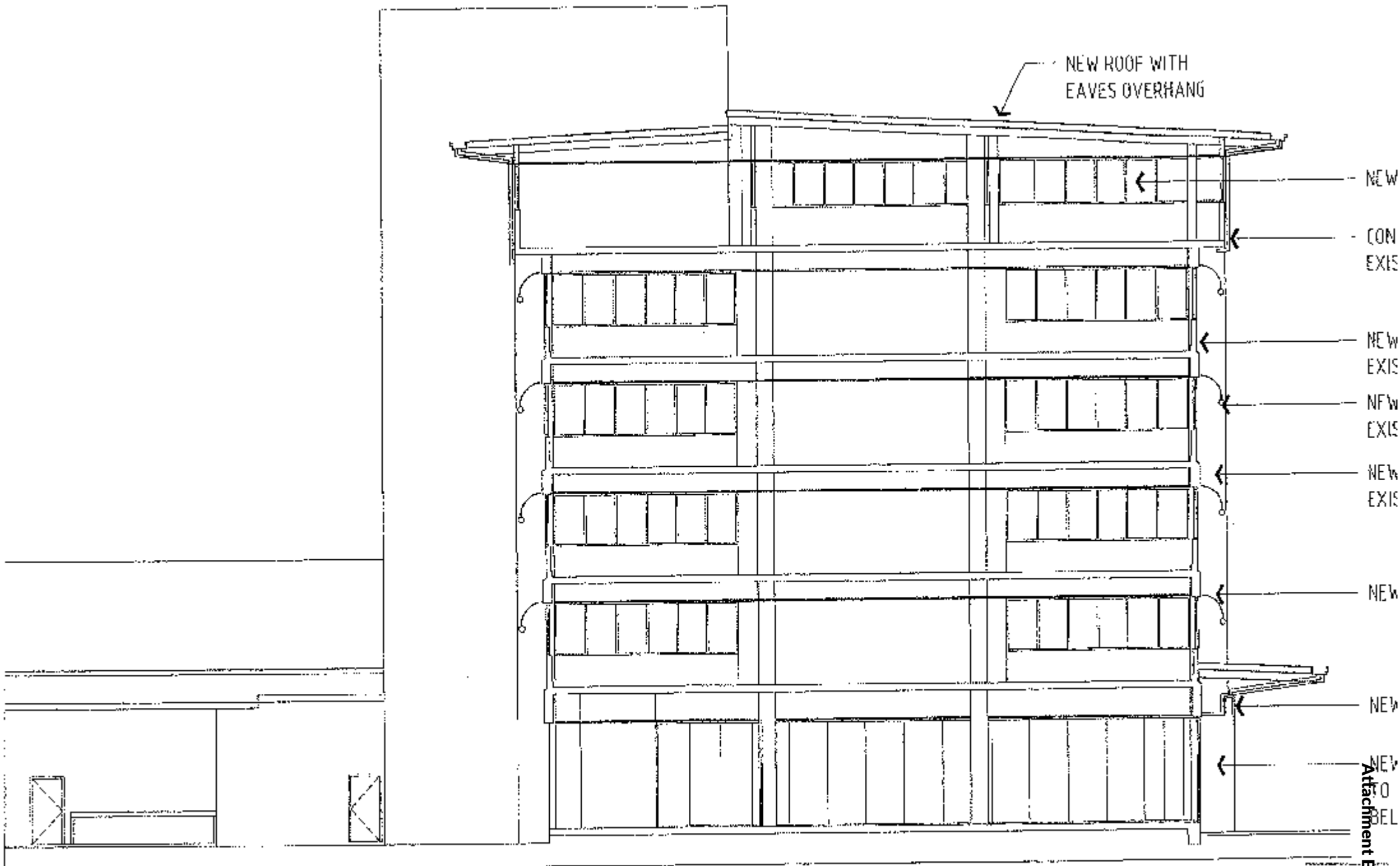


SECTION



Attachment B

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SECTION

D-D  
5302

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on... 4.6

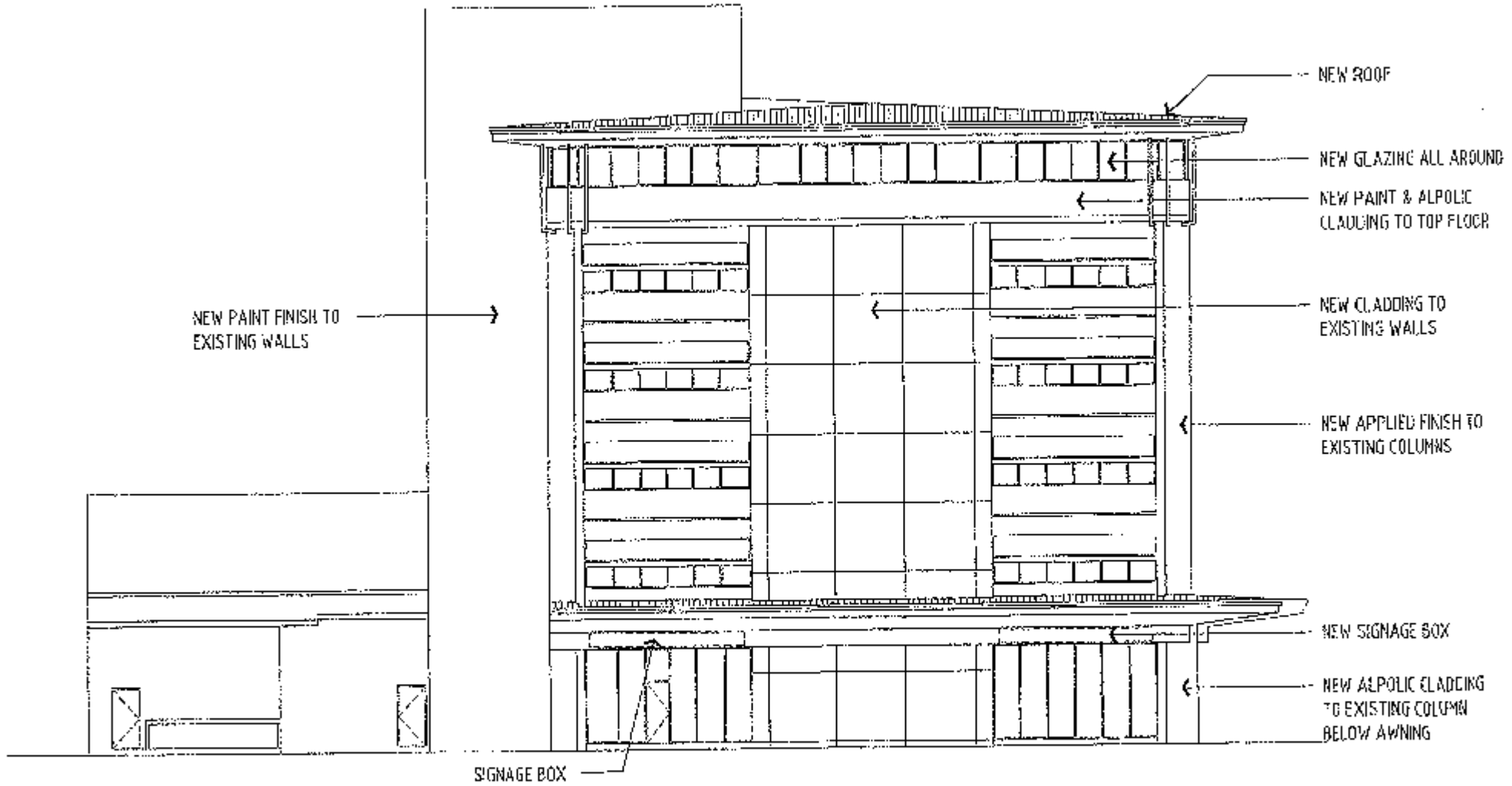


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Attachment B

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Permit No. C  
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on 4.6.



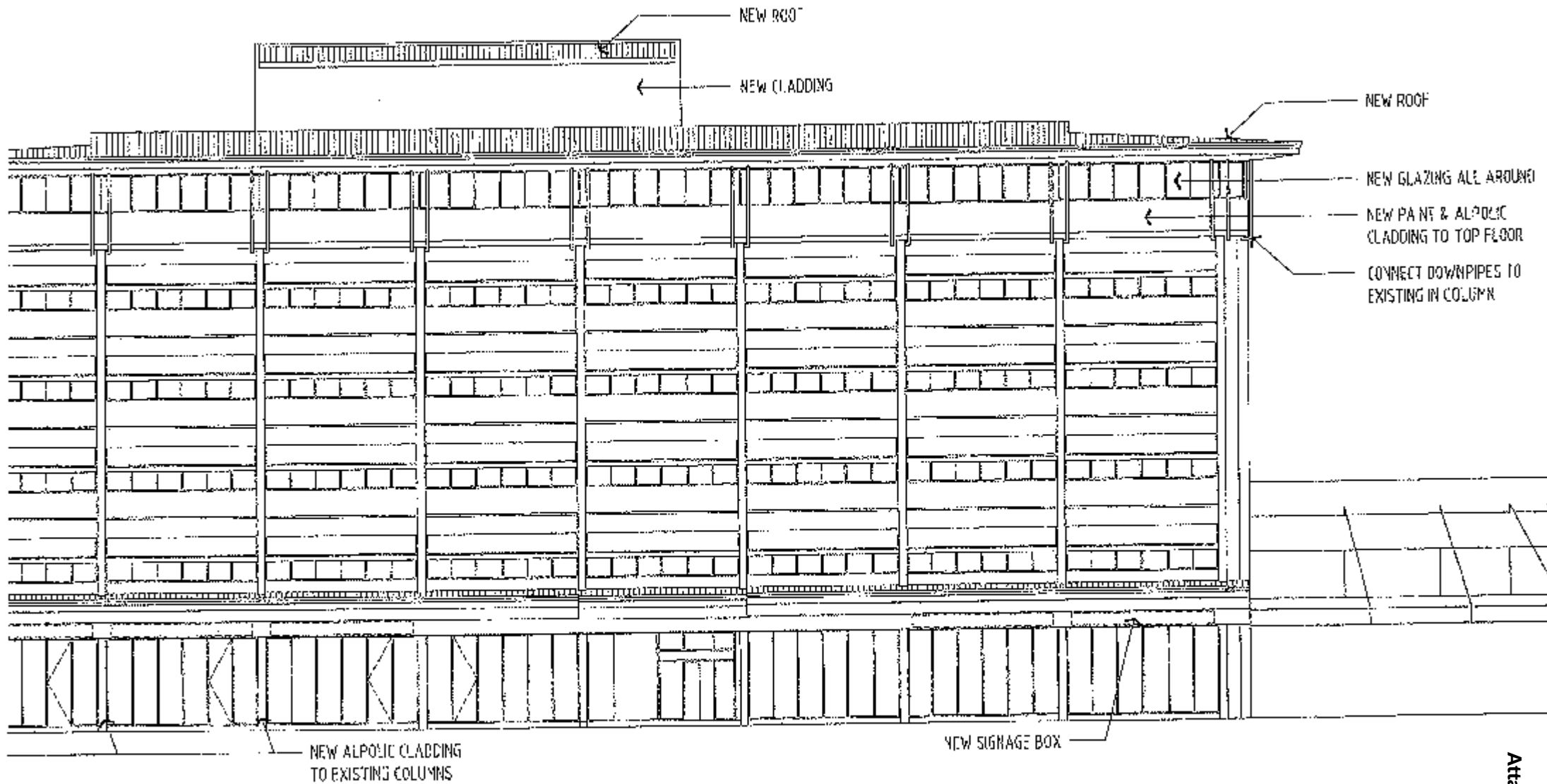
ELEVATION

E1  
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Attachment

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issued by the  
on 4.6.



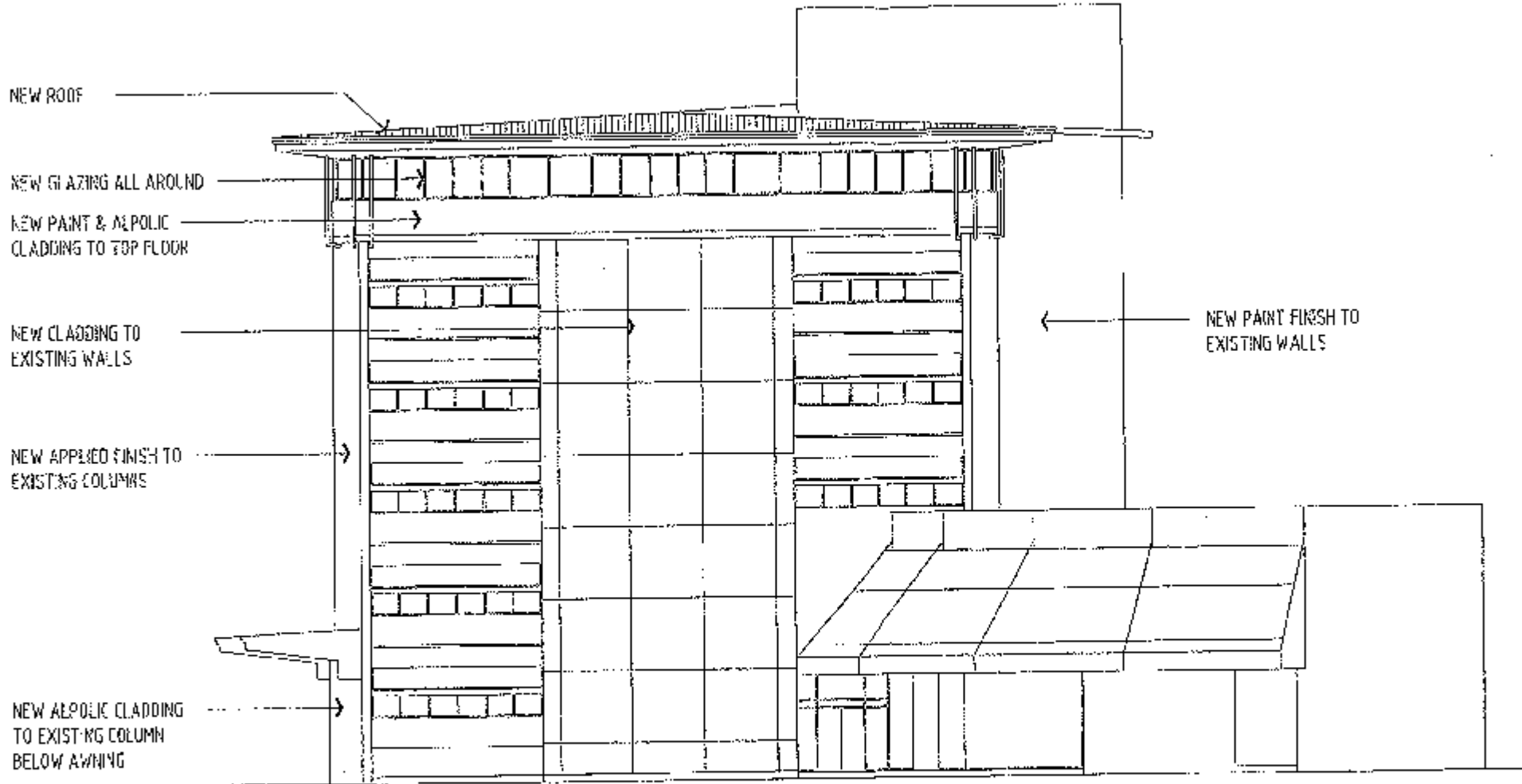


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Attachment

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Permit No. ....  
issued by the  
on 4.6

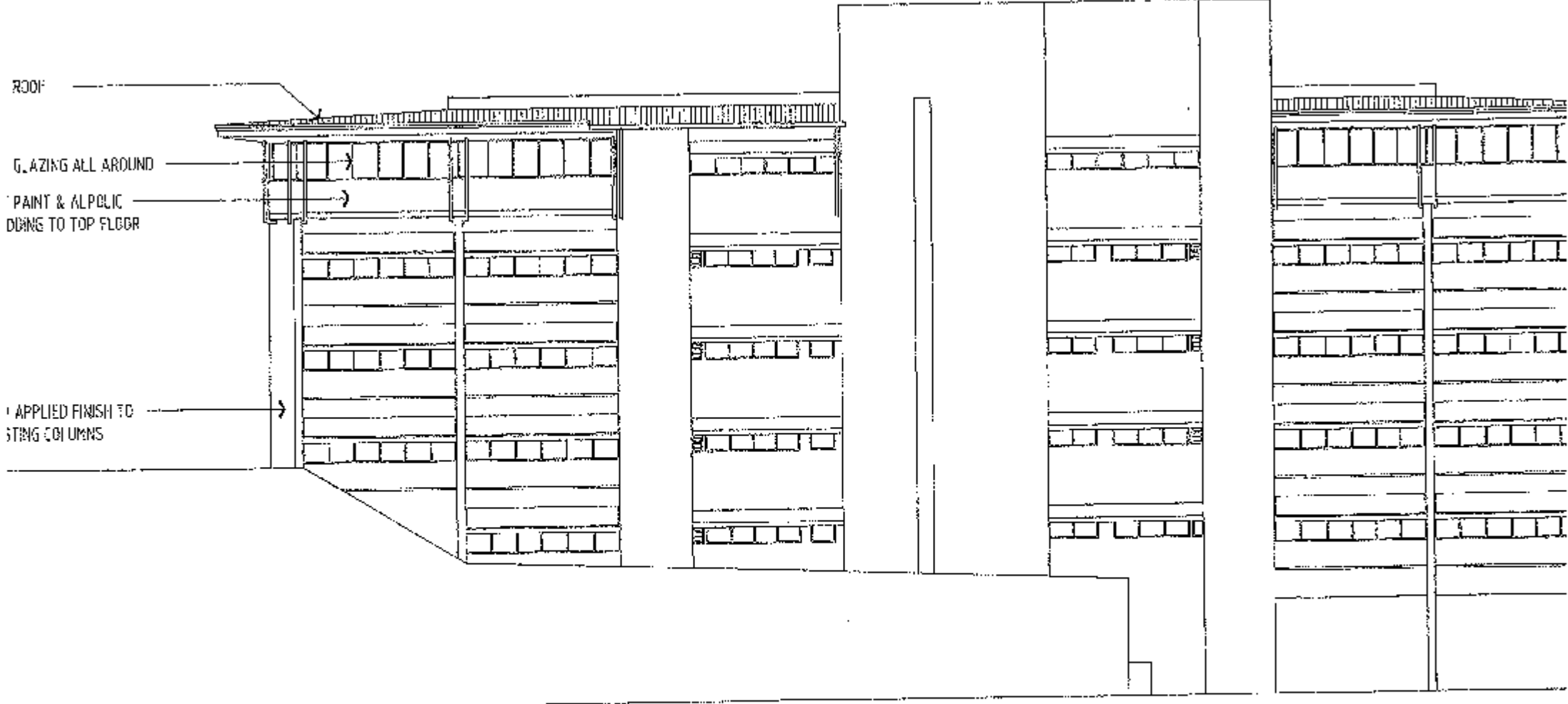


ELEVATION

E3  
SK02

Attachment

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on 4.6.



VON E4 SKC2

Attachment B

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 issued by the  
 on 4.6

## CAR PARK AGREEMENT

This Agreement is made this 1 July 2014

**BETWEEN: JOONDANNA INVESTMENTS PTY LTD ABN 47 009 596 052**  
whose registered office is at 7 Packard Place, Darwin in the Northern Territory of Australia ("Joondanna")

**AND: CITY OF PALMERSTON** of Civic Plaza, Chung Wah Terrace, Palmerston in the Northern Territory of Australia ("Council")

### RECITALS:

- A. Joondanna is the owner of Palmerston Shopping Centre situated on Lot 5976 Town of Palmerston (hereinafter the 'centre').
- B. Council has agreed to provide the Services in relation to the Car Park located in the Centre, described in Clause 2 of this Agreement.
- C. The parties have agreed to be bound by the terms and conditions of this Agreement.

### OPERATIVE PART:

#### 1 DEFINITIONS

---

**"Agreement"** means this agreement for the provision of the Services.

**"Authority"** means any government or any governmental, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, competent authority or entity.

**"Car Park"** means the area hatched on the attached plan.

**"Centre"** means the shopping centre complex erected on the Land, described as the Palmerston Shopping Centre.

"**Commencement Date**" means 1 July 2014 or such other date as may be mutually agreed between the parties.

"**Fee**" means the amounts specified in clause 3.

"**Intervening Event**" means any occurrence beyond the reasonable control of the party affected by it and, without limitation includes:-

- (a) natural disasters;
- (b) strikes, lockouts or other industrial disturbances;
- (c) war;
- (d) fire, flood, storm or explosion; or
- (e) unavoidable accident.

"**Land**" means Lot 5976 Town of Palmerston as delineated in Plan 896/231 B and entered in the Register Book Volume 643 Folio 500, and includes the Car Park.

"**Law**" includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise (including any Traffic Laws).

"**Peak Shopping Periods**" means the Christmas and Easter periods in each year.

"**Services**" means the services to be carried out by Council in relation to the Car Park, which are more particularly described in clause 2 of this Agreement.

"**Term**" means the period from the Commencement Date to 31 June 2014 unless this Agreement is terminated or determined earlier.

"**Traffic Laws**" means the *Traffic Act* and *Regulations (NT)* including, where applicable the Australian Road Rules.

## 2 PROVISION OF SERVICES

---

- 2.1 Council agrees to provide the Services for the Term, as follows-
- (a) carry out a minimum of two (2) checks of the Car Park during each month of the Term for the purposes of identifying any infringements of the Traffic Laws by persons using the Car Parks;
  - (b) conduct special Car Park checks for the purpose of identifying parking infringements referred to in Schedule 3 of the *Traffic Regulations (NT)* - Australian Road Rules, within the areas of the Car Park commonly known as single yellow line areas, disability parking bays and loading zones;
  - (c) conduct additional checks of the Car Park during Peak Shopping Periods, at such times as Council thinks fit;
  - (f) at Council's discretion, to serve parking infringement notices upon any person using the Car Park who commits a parking infringement under the Traffic Laws.
- 2.2 Council will provide the Services with all due care and skill and in accordance with the terms of this Agreement.
- 2.3 Council may employ such persons as it may from time to time require to carry out the Services under this Agreement.

## 3 FEE

---

\$38,490 for the period 2014/15 plus a percentage increase equivalent to the percentage increase in the Darwin Consumer Price Index for the preceding 12 month (March Quarter) plus one percent.

For the period 2015/16 the fee for the preceding 12 months plus a percentage increase equivalent to the percentage increase in the Darwin Consumer Price Index for the preceding 12 months ( March Quarter) plus one percent.

For the period 2016/17 the fee for the preceding 12 months plus a percentage equivalent to the percent increase in the Darwin Consumer Price Index for the preceding 12 months (March Quarter) plus one percent.

The annual fee to be paid in one lump sum before 1st September in each respective year.

Where this Agreement or anything done or agreed to be done by either party pursuant to this Agreement (all such things being "supply") attracts or creates a liability in Council to pay, or remit amounts in respect of "GST" within the meaning of *A New Tax System (Goods and Work Tax) Act 1999 (Cth)* ("GST"), any payment made or to be made or consideration given or to be given by Joondanna in respect of such supply shall be increased so that Council obtains, after paying or remitting the GST, the same payment or consideration as it would in the absence of a GST, and the increase in the payment or consideration is sufficient to cover all of the GST payable in respect of such supply at such increased level of payment or consideration.

#### **4 JOONDANNA'S OBLIGATIONS**

---

- 4.1 Joondanna agrees to erect and maintain signs at the entrances of the Car Park and to ensure that the wording of such signs complies with the provisions of the Traffic Laws as they relate to the erection and maintenance of traffic control devices.
- 4.2 Joondanna must at all times during the Term ensure that all signs erected and maintained in accordance with clause 4.1 comply with the provisions of any Law and the requirements of the Council or any Authority.

## 5 DEFAULT AND TERMINATION

---

- 5.1 A breach of this Agreement will occur if a party fails to carry out its obligations in accordance with this Agreement.
- 5.2 In the event of any material breach of this Agreement by Council in providing the Services, Joondanna will consult with Council with respect to resolving such breach and may:-
- (a) suspend payment of any further payments of the Fee;
  - (b) immediately terminate this Agreement by giving written notice to Council.
- 5.3 In any other case, a party wishing to terminate this Agreement must give at least ninety (90) days in writing to the other parties of the intention to terminate this Agreement.
- 5.4 Any termination of the Agreement is without prejudice to any right of action or remedy that has accrued or may accrue in favor of a party.

## 6 INTERVENING EVENT

---

- 6.1 Council will not be liable for any delay or failure to provide the Services if such delivery or delay is due to an Intervening Event.
- 6.2 Council will notify Joondanna as soon as practicable of any anticipated delay due to an Intervening Event.
- 6.3 Council's obligations under this Agreement will be suspended for the period of the delay due to the Intervening Event.



## 7 INDEMNITY

---

- 7.1 Council will be responsible for all loss or damage:-
- (a) arising out of the performance of the Services; or
  - (b) arising out of the acts or omissions of Council or any of its agents, employees or contractors in connection with the performance of the Services.
- 7.2 Joondanna releases to the fullest extent permitted by law Council and its agents, contractors and employees (in the absence of any negligence of their part) from all claims and demands of every kind resulting from any accident, damage, vandalism, theft or injury occurring in the Car Park and Joondanna expressly agrees that in the absence of any such negligence Council shall have no responsibility or liability for any loss or damage in respect of accident, damage, vandalism, theft or injury in the Car Park.
- 7.3 Joondanna agrees to indemnify, and keep indemnified Council from and against all and any actions, proceedings, claims, demands, losses, damages and all costs and liabilities incurred by Council in connection with or arising from the following (except where due to a negligence act or omission on the part of Council, its agents, employees, or contractors):-
- (a) any damage to the Land or the centre;
  - (b) loss, damage or injury from any cause whatsoever to property or person occurring at the Car Park (including but not limited to loss or damage due to vandalism or theft); and
  - (c) the death of or any injury to any person on or about the Car Park.

## 8 DISPUTE RESOLUTION

---

- 8.1 Before resorting to external dispute resolution mechanisms, the parties shall attempt to settle by negotiation any dispute in relation to this Agreement, including by referring the matter to personnel who have authority to intervene and direct a form of resolution.
- 8.2 If a dispute is not settled by the parties with ten (10) working days of one party first sending to the other party written notice that they are in dispute, the dispute may be the subject of court proceedings or may be referred by either party to an independent mediator or an independent arbitrator (to be appointed by the President of the Australian Institute of Arbitrators) for resolution. The decision or award of an independent mediator or arbitrator shall be conclusive and binding on the parties.
- 8.3 Notwithstanding the existence of a dispute, each party shall continue to perform its obligations under this Agreement.
- 8.4 A party may commence court proceedings relating to any dispute arising from this Agreement at any time where that party seeks urgent interlocutory relief.

## 9 NOTICES

---

All notices, approvals, consents, demands or other communications required or **permitted to be given under this Agreement shall be in writing and shall be served** personally or by registered post or facsimile transmission, at the address of the party specified in this Agreement or at such other address as any such party may have substituted for it by notice to the other party.

**10 VARIATION**

---

Any change, departure from, amendment, variation, waiver or modification or any provision contained in this Agreement or variation of the Services shall have no force or effect of any party unless the same is evidenced in writing and signed by each party to this Agreement.

**11 COSTS**

---

Each party shall bear their own costs in relation to the preparation, negotiation and execution of this Agreement, provided that Joondanna must pay any stamp duty in respect of this Agreement.

**12 NATURE OF RELATIONSHIP**

---

Nothing in this Agreement constitutes or is to be deemed to constitute a relationship of partnership, joint venture or of employer/employee as between the parties and it is the express intention of the parties that such relationships are denied.

**13 SEVERABILITY**

---

A provision of this Agreement which is unenforceable in a jurisdiction shall be ineffective to the extent of the unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of the provision in another jurisdiction.

**14 RENEWAL**

---

Not less than one (1) month prior to the end of the Term, Council and Joondanna may by mutual agreement extend this Agreement for a further term. Council and Joondanna will be bound to comply with the terms and conditions of this Agreement (as varied by mutual agreement) for the further term.

**15 GOVERNING LAW**

---

This Agreement shall be governed by and construed in accordance with the laws in force in the Northern Territory of Australia.

**16 ENTIRE AGREEMENT**

---

This Agreement constitutes the entire agreement between the parties as to the Services and supercedes all prior negotiations, understandings, representations, warranties, memoranda or commitments between the parties or given or made by a party, and no party is liable to the other party by reason of those matters.

**17 INTERPRETATION**

---

17.1 In this Agreement, unless the context otherwise requires:-

- (a) a reference to:

- (i) a document, including this Agreement, includes any variation, novation or replacement of it notwithstanding any change in the identity of the parties;
- (ii) any statute, ordinance, code or other law includes regulations and any other statutory instruments under any of them and consolidations, amendments, re-enactments or replacements of any of them;
- (iii) the singular includes the plural and vice versa;

(b) headings are for convenience only and do not affect the construction of this Agreement.

17.2 No rule of construction will apply in the interpretation of this Agreement to the disadvantage of one party on the basis that such party put forward or drafted this Agreement or any provision of this Agreement.

**EXECUTED BY THE PARTIES:**

Executed by )

**JOONDANNA INVESTMENTS PTY LTD** )

in accordance with section 127 of the )

*Corporations Act* by being signed by: )

.....) )

Signature

.....) )

Director/Secretary

.....) )

Signature

.....) )

Director/Secretary

Executed by

**CITY OF PALMERSTON** )

In the presence of: )

.....) )

Ian Abbott  
Mayor

.....) )

Ricki Bruhn  
Ricki Bruhn  
Chief Executive Officer



## CAR PARK AGREEMENT

This Agreement is made this 1 July 2014

**BETWEEN: JOONDANNA INVESTMENTS PTY LTD ABN 47 009 596 052**  
whose registered office is at 7 Packard Place, Darwin in the Northern Territory of Australia ("Joondanna")

**AND: CITY OF PALMERSTON** of Civic Plaza, Chung Wah Terrace, Palmerston in the Northern Territory of Australia ("Council")

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**"Authority"** means any government or any governmental, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, competent authority or entity.

**"Car Park"** means the area hatched on the attached plan.

**"Centre"** means the shopping centre complex erected on the Land, described as the Palmerston Shopping Centre.

**"Commencement Date"** means 1 July 2014 or such other date as may be mutually agreed between the parties.

**"Fee"** means the amounts specified in clause 3.

**"Intervening Event"** means any occurrence beyond the reasonable control of the party affected by it and, without limitation includes:-

- (a) natural disasters;
- (b) strikes, lockouts or other industrial disturbances;
- (c) war;
- (d) fire, flood, storm or explosion; or
- (e) unavoidable accident.

**"Land"** means Lot 5976 Town of Palmerston as delineated in Plan 896/231 B and entered in the Register Book Volume 643 Folio 500, and includes the Car Park.

**"Law"** includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise (including any Traffic Laws).

**"Peak Shopping Periods"** means the Christmas and Easter periods in each year.

**"Services"** means the services to be carried out by Council in relation to the Car Park, which are more particularly described in clause 2 of this Agreement.

**"Term"** means the period from the Commencement Date to 31 June 2014 unless this Agreement is terminated or determined earlier.

**"Traffic Laws"** means the *Traffic Act and Regulations (NT)* including, where applicable the Australian Road Rules.



## 2 PROVISION OF SERVICES

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- 2.1 Council agrees to provide the Services for the Term, as follows-
- (a) carry out a minimum of two (2) checks of the Car Park during each month of the Term for the purposes of identifying any infringements of the Traffic Laws by persons using the Car Parks;
  - (b) conduct special Car Park checks for the purpose of identifying parking infringements referred to in Schedule 3 of the *Traffic Regulations (NT)* - Australian Road Rules, within the areas of the Car Park commonly known as single yellow line areas, disability parking bays and loading zones;
  - (c) conduct additional checks of the Car Park during Peak Shopping Periods, at such times as Council thinks fit;
  - (f) at Council's discretion, to serve parking infringement notices upon any person using the Car Park who commits a parking infringement under the Traffic Laws.
- 2.2 Council will provide the Services with all due care and skill and in accordance with the terms of this Agreement.
- 2.3 Council may employ such persons as it may from time to time require to carry out the Services under this Agreement.

## 3 FEE

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\$38,490 for the period 2014/15 plus a percentage increase equivalent to the percentage increase in the Darwin Consumer Price Index for the preceding 12 month (March Quarter) plus one percent.

For the period 2015/16 the fee for the preceding 12 months plus a percentage increase equivalent to the percentage increase in the Darwin Consumer Price Index for the preceding 12 months ( March Quarter) plus one percent.

For the period 2016/17 the fee for the preceding 12 months plus a percentage equivalent to the percent increase in the Darwin Consumer Price Index for the preceding 12 months (March Quarter) plus one percent.

The annual fee to be paid in one lump sum before 1st September in each respective year.

Where this Agreement or anything done or agreed to be done by either party pursuant to this Agreement (all such things being "supply") attracts or creates a liability in Council to pay, or remit amounts in respect of "GST" within the meaning of *A New Tax System (Goods and Work Tax) Act 1999 (Cth)* ("GST"), any payment made or to be made or consideration given or to be given by Joondanna in respect of such supply shall be increased so that Council obtains, after paying or remitting the GST, the same payment or consideration as it would in the absence of a GST, and the increase in the payment or consideration is sufficient to cover all of the GST payable in respect of such supply at such increased level of payment or consideration.

#### **4 JOONDANNA'S OBLIGATIONS**

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- 4.1 Joondanna agrees to erect and maintain signs at the entrances of the Car Park and to ensure that the wording of such signs complies with the provisions of the Traffic Laws as they relate to the erection and maintenance of traffic control devices.
- 4.2 Joondanna must at all times during the Term ensure that all signs erected and maintained in accordance with clause 4.1 comply with the provisions of any Law and the requirements of the Council or any Authority.

## 5 DEFAULT AND TERMINATION

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- 5.1 A breach of this Agreement will occur if a party fails to carry out its obligations in accordance with this Agreement.
- 5.2 In the event of any material breach of this Agreement by Council in providing the Services, Joondanna will consult with Council with respect to resolving such breach and may:-
- (a) suspend payment of any further payments of the Fee;
  - (b) immediately terminate this Agreement by giving written notice to Council.
- 5.3 In any other case, a party wishing to terminate this Agreement must give at least ninety (90) days in writing to the other parties of the intention to terminate this Agreement.
- 5.4 Any termination of the Agreement is without prejudice to any right of action or remedy that has accrued or may accrue in favor of a party.

## 6 INTERVENING EVENT

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- 6.1 Council will not be liable for any delay or failure to provide the Services if such delivery or delay is due to an Intervening Event.
- 6.2 Council will notify Joondanna as soon as practicable of any anticipated delay due to an Intervening Event.
- 6.3 Council's obligations under this Agreement will be suspended for the period of the delay due to the Intervening Event.

## 7 INDEMNITY

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- 7.1 Council will be responsible for all loss or damage:-
- (a) arising out of the performance of the Services; or
  - (b) arising out of the acts or omissions of Council or any of its agents, employees or contractors in connection with the performance of the Services.
- 7.2 Joondanna releases to the fullest extent permitted by law Council and its agents, contractors and employees (in the absence of any negligence of their part) from all claims and demands of every kind resulting from any accident, damage, vandalism, theft or injury occurring in the Car Park and Joondanna expressly agrees that in the absence of any such negligence Council shall have no responsibility or liability for any loss or damage in respect of accident, damage, vandalism, theft or injury in the Car Park.
- 7.3 Joondanna agrees to indemnify, and keep indemnified Council from and against all and any actions, proceedings, claims, demands, losses, damages and all costs and liabilities incurred by Council in connection with or arising from the following (except where due to a negligence act or omission on the part of Council, its agents, employees, or contractors):-
- (a) any damage to the Land or the centre;
  - (b) loss, damage or injury from any cause whatsoever to property or person occurring at the Car Park (including but not limited to loss or damage due to vandalism or theft); and
  - (c) the death of or any injury to any person on or about the Car Park.

## 8 DISPUTE RESOLUTION

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- 8.1 Before resorting to external dispute resolution mechanisms, the parties shall attempt to settle by negotiation any dispute in relation to this Agreement, including by referring the matter to personnel who have authority to intervene and direct a form of resolution.
- 8.2 If a dispute is not settled by the parties with ten (10) working days of one party first sending to the other party written notice that they are in dispute, the dispute may be the subject of court proceedings or may be referred by either party to an independent mediator or an independent arbitrator (to be appointed by the President of the Australian Institute of Arbitrators) for resolution. The decision or award of an independent mediator or arbitrator shall be conclusive and binding on the parties.
- 8.3 Notwithstanding the existence of a dispute, each party shall continue to perform its obligations under this Agreement.
- 8.4 A party may commence court proceedings relating to any dispute arising from this Agreement at any time where that party seeks urgent interlocutory relief.

## 9 NOTICES

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All notices, approvals, consents, demands or other communications required or **permitted to be given under this Agreement shall be in writing and shall be served** personally or by registered post or facsimile transmission, at the address of the party specified in this Agreement or at such other address as any such party may have substituted for it by notice to the other party.

**10 VARIATION**

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Any change, departure from, amendment, variation, waiver or modification or any provision contained in this Agreement or variation of the Services shall have no force or effect of any party unless the same is evidenced in writing and signed by each party to this Agreement.

**11 COSTS**

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Each party shall bear their own costs in relation to the preparation, negotiation and execution of this Agreement, provided that Joondanna must pay any stamp duty in respect of this Agreement.

**12 NATURE OF RELATIONSHIP**

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Nothing in this Agreement constitutes or is to be deemed to constitute a relationship of partnership, joint venture or of employer/employee as between the parties and it is the express intention of the parties that such relationships are denied.

**13 SEVERABILITY**

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A provision of this Agreement which is unenforceable in a jurisdiction shall be ineffective to the extent of the unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of the provision in another jurisdiction.

**14 RENEWAL**

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Not less than one (1) month prior to the end of the Term, Council and Joondanna may by mutual agreement extend this Agreement for a further term. Council and Joondanna will be bound to comply with the terms and conditions of this Agreement (as varied by mutual agreement) for the further term.

**15 GOVERNING LAW**

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This Agreement shall be governed by and construed in accordance with the laws in force in the Northern Territory of Australia.

**16 ENTIRE AGREEMENT**

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This Agreement constitutes the entire agreement between the parties as to the Services and supercedes all prior negotiations, understandings, representations, warranties, memoranda or commitments between the parties or given or made by a party, and no party is liable to the other party by reason of those matters.

**17 INTERPRETATION**

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17.1 In this Agreement, unless the context otherwise requires:-

- (a) a reference to:

- (i) a document, including this Agreement, includes any variation, novation or replacement of it notwithstanding any change in the identity of the parties;
- (ii) any statute, ordinance, code or other law includes regulations and any other statutory instruments under any of them and consolidations, amendments, re-enactments or replacements of any of them;
- (iii) the singular includes the plural and vice versa;

(b) headings are for convenience only and do not affect the construction of this Agreement.

17.2 No rule of construction will apply in the interpretation of this Agreement to the disadvantage of one party on the basis that such party put forward or drafted this Agreement or any provision of this Agreement.



**EXECUTED BY THE PARTIES:**

Executed by )

**JOONDANNA INVESTMENTS PTY LTD** )

in accordance with section 127 of the )

*Corporations Act* by being signed by: )

.....)  
Signature

.....)  
Director/Secretary

.....)  
Signature

.....)  
Director/Secretary

Executed by )

**CITY OF PALMERSTON** )

In the presence of: )

.....)  
Ian Abbott  
Mayor

.....)  
Ricki Bruhn  
Chief Executive Officer



<b>ITEM NUMBER:</b>	13.1.8	Northern Territory PGA Championship Sponsorship Expenditure
<b>FROM:</b>		Director of Community Services
<b>REPORT NUMBER:</b>		8/1188
<b>MEETING DATE:</b>		6 June 2017

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**Municipal Plan:**

## 1. Community &amp; Cultural Wellbeing

## 1.4 Recreation

1.4 We are committed to providing quality recreation and sporting facilities, parks, gardens, playgrounds and open spaces for the benefit of our community

**Summary:**

This report requests that Council determine the 2017/2018 budget line associated with the Northern Territory PGA Championship sponsorship.

**RECOMMENDATION**

1. THAT Council receives Report Number 8/1188.
2. THAT Council expenditure for the sponsorship of the 2017 NT PGA Championship be met from the 2017/18 Community Benefit Scheme.

**Background:**

The NT PGA Championship will be held at the Palmerston Golf Club on 11 – 14 August 2017.

Cazaly's Palmerston Club and The Palmerston Golf Course submitted a proposal for sponsorship of the 2017 Northern Territory PGA Championship to Council on 16 May 2017.

Council resolved:

THAT Council approve sponsorship to Cazaly's Palmerston Club and The Palmerston Golf Course for the 2017 NT PGA Championship to the value of \$30,000 exclusive GST under the provision that should a Naming Rights sponsor not be secured that the rights revert to the City of Palmerston.

**General:**

Communication received from Noel Fahey, General Manager, Cazalys Palmerston Club and the Palmerston Golf Club has confirmed they wish the sponsorship funds to be paid in the 2017/2018 financial year.

Council will set a Community Benefit Scheme budget and a Community Events budget as part of the 2017/2018 financial year operational budget. Council will also carry over into the 2017/18 financial year a Community Benefit Scheme reserve of \$100,000.

In 2016 Council sponsored the NT PGA Championship to the value \$30,000 + GST from the Community Events operational budget. Before this all sponsorships have been funded from the Community Benefit Scheme budget. It is proposed that the sponsorship funds for the 2017 NT PGA Championship be funded from the 2017/2018 Community Benefit Scheme budget. Should Council need further funds towards the end of the 2017/2018 financial year for community grants, sponsorships, donations or scholarships, these additional funds could be transferred from the Community Benefit Scheme reserve.

**Financial Implications:**

Council has already resolved to sponsor the 2017 NT PGA Championship to the value of \$30,000. Sponsorship funds will be drawn from the 2017/2018 budget.

Council is requested to decide whether the funds should be met from the 2017/18 Community Benefit Scheme budget or the 2017/18 Community Events operational budget.

**Legislation/Policy:**

Policy number FIN18 – Grants, Donations, Scholarships and Sponsorships

**Recommending Officer:** Jan Peters, Director of Community Services

Any queries on this report may be directed to Jan Peters, Director of Community Services on telephone (08) 8935 9972 or email [jan.peters@palmerston.nt.gov.au](mailto:jan.peters@palmerston.nt.gov.au).

**Author:** Jan Peters, Director of Community Services

**Schedule of Attachments:**

Nil

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**ITEM NUMBER:** 13.1.9 EOI Insurance Cover for Financial Year 2017/18  
**FROM:** Chief Executive Officer  
**REPORT NUMBER:** 8/1190  
**MEETING DATE:** 6 June 2017

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**Municipal Plan:**

4. Governance & Organisation

4.1 Responsibility

4.1 We are committed to corporate and social responsibility, the sustainability of Council assets and services, and the effective planning and reporting of Council performance to the community

**Summary:**

The report is providing information on the Expression of Interest (EOI) offering for renewal of insurance service for the financial year 2017/08 for the City of Palmerston.

Council is asked to approve the recommendation that Jardine Lloyd Thompson Pty Ltd (JLT) be appointed as Council's insurance broker for the financial year 2017/18.

**RECOMMENDATION**

1. THAT Council receives Report Number 8/1190.
2. THAT Council approve the recommendation that Jardine Lloyd Thompson Pty Ltd be Council's insurance broker for the financial year 2017/18.

**Background:**

Management have for a number of years desired to change the approach on seeking insurance cover from brokers, whereby brokerage services and the buy in of insurance cover are separated as procurement processes. In May 2016 the Department of Local Government and Community Services granted all councils the ability to proceed in this manner.

In April 2017 City of Palmerston invited EOI's for insurance brokerage services for the 2017/18 financial year. EOI's were received from JLT and Marsh Pty Ltd.

Both candidates have NT offices and have local government experience. Both candidates presented offerings in price of brokerage service with March being \$5,000 cheaper than JLT. Both candidates presented similar offerings in relation to indicative pricing based on insurance levels with one exception. JLT is able to offer \$300 million in General Public & Products Liability and Professional Indemnity insurance due to JLT's National Liability Program arranged for over 500 Local Governments around Australia. While March is able to offer \$100 million cover for this item at a higher price.

City of Palmerston has been working with the current insurance broker JLT over several years and management recommends continuing with this relationship due to the higher PL/PI cover available at a better price.

**General:**

Appointing of insurance broker for the 2017/2018 financial year.

**Financial Implications:**

Brokerage fee of \$40,000 as well as budgeted insurance cover based on current insurance levels.

**Legislation/Policy:**

Local Government (Accounting) Regulations

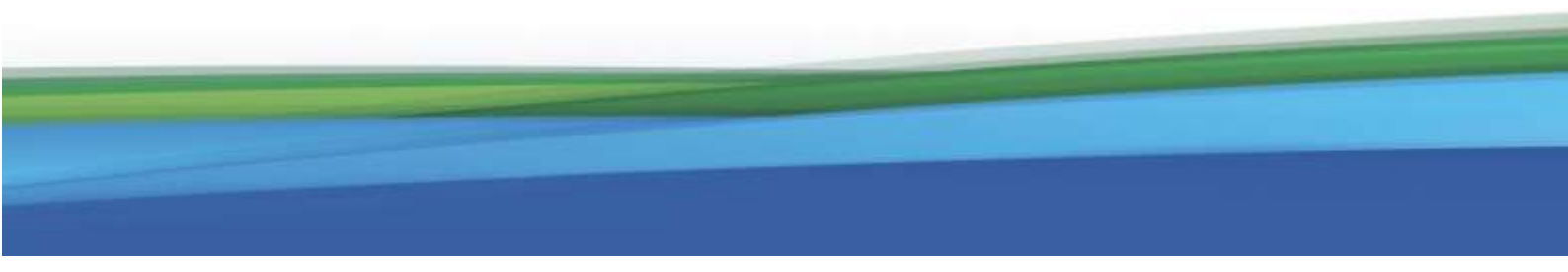
**Recommending Officer:** Ricki Bruhn, Chief Executive Officer

Any queries on this report may be directed to Ricki Bruhn, Chief Executive Officer on telephone (08) 8935 9902 or email [ricki.bruhn@palmerston.nt.gov.au](mailto:ricki.bruhn@palmerston.nt.gov.au)

**Author:** Maxie Smith, Acting Finance Manager

**Schedule of Attachments:**

Nil



Local Government Regions and Operations  
2<sup>nd</sup> Floor, RCG House  
81-83 Smith Street, Darwin NT 0800

**Postal Address**  
GPO Box XXXX  
Darwin NT 0801

T 08 8999 8841

E [shaun.hardy@nt.gov.au](mailto:shaun.hardy@nt.gov.au)

Mr Ricki Bruhn  
Chief Executive Officer  
City of Palmerston Council  
PO Box 1  
PALMERSTON NT 0831

Dear Mr Bruhn

### City of Palmerston – Review of Constitutional Arrangements

I refer to the City of Palmerston's final report on its Review of Constitutional Arrangements and requests for several changes, which was submitted on 19 February 2015.

Under the *Local Government Act* section 23(1)(c), municipal and regional councils are required to review the adequacy of constitutional arrangements (electoral representation) at least once during the term of council and assess whether arrangements provide the most effective possible representation for the area.

The Minister for Housing and Community Development, the Hon Gerry McCarthy MLA, has considered all local government councils' requests for changes to constitutional arrangements to be applied at the 26 August 2017 Local Government General Election.


Further to the City of Palmerston's requested increase in the number of its members (excluding the Mayor) from six to eight, the Minister has approved an increase in the number of members but from six to seven members, not eight.

Further to the City of Palmerston's requests for several boundary extensions, the Minister has not approved the requests at this time. It is noted that requests for boundary changes can be submitted at any time including the possible incorporation of the Berrimah Farm (Northcrest) development, which will be considered at an appropriate future time.

Further to the City of Palmerston's request for the title of its elected members to be Councillor not Alderman, this does not require the Minister's approval and can be actioned at any time by Council subject to Council resolution and Council's policies.

I would be happy to discuss the above and clarify further at any time.

Yours sincerely

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by 'HARDY' written in a cursive, slightly slanted font.

SHAUN HARDY

Director

Local Government Regions and Operations

12 May 2017