

CITY OF PALMERSTON

**Notice of Council Meeting
To be held in Council Chambers, Civic Plaza, Palmerston
On Tuesday, 15 September 2015 at 6:30pm**

AGENDA

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.

- 1. PRESENT**
- 2. APOLOGIES**
- 3. CONFIRMATION OF MINUTES**

RECOMMENDATION

1. THAT the minutes of the Council Meeting held Tuesday, 1 September 2015 pages 8058 to 8064 be confirmed.
2. THAT the minutes of the Special Council Meeting held Wednesday, 2 September 2015 pages 8065 to 8066 be confirmed.

- 4. MAYOR'S REPORT** **M8-13**
- 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

THAT the minutes from the Community Culture and Environment Committee meeting held on 2 September 2015 be received and noted and that Council adopts the recommendations made by the Committee and accordingly resolves as follows:

11.3.1 Conservation and Land Management Scholarship CCE/0428

THAT the Mayor forward a letter of congratulations to Ms Cassandra Wardrop on the completion of her Bachelor of Environmental Science degree.

11.3.2 Financial Support – The Bump, Bub and Beyond Expo CCE/0432 CCE/0433

1. THAT Council seek naming rights in return for providing sponsorship to the value of \$14,000 for the Bump, Bub and Beyond Expo for the 2015/2016 financial year.
2. THAT Council transfer additional funds of \$14,000 from the 2015/2016 financial year's budget to reserves to fund the Bump, Bub and Beyond expo for the 2016/2017 financial year.

11.3.3 Financial Support – Somerville Community Services CCE/0439

THAT Council provide a \$4,000 grant to Somerville Community Services, to deliver events in Palmerston for National children's Week, National Child Protection Week and National Anti-Poverty Week.

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 8/0735

13. DEBATE AGENDA

13.1 Officer Reports

13.1.1 Professional Development Allowance – Mayor Abbott 8/0741

13.1.2 Proposal to Subdivide and Sell Part Lot 8576, Stuart Highway Yarrawonga 8/0738

13.1.3 The Heights, Durack - Eastern Collector Road 8/0739

13.1.4 Financial Report for the month of August 2015 8/0740

13.1.5 Application for Rate Concession by Sporting Groups for Lots 4184, 11025, 2884 and 4185 8/0737

14. CORRESPONDENCE

14.1 Minister for Lands and Planning decision on Concurrent Application for Lots 10539, 10541, 10552 and 10555

15. RESPONSE TO PREVIOUS QUESTIONS TAKEN ON NOTICE

15.1 Response to Previous Public Questions from Council Meeting held on 1 September 2015 8/0742

16. PUBLIC QUESTION TIME

At the invitation of the Chair

17. OTHER BUSINESS – ALDERMAN REPORTS

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. CONFIDENTIAL REPORTS

18.1 Amendment to Contract IT2014-01

8/0736

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, Acting Director of Corporate Services, Acting Director of Community Services, Director of Technical 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 18.1 Amendment to Contract IT2014-01 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

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 15 September 2015, in relation to confidential item number 18.1 Amendment to Contract IT2014-01 to remain confidential for 4 years.

19. CLOSURE



Ricki Bruhn
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.

ITEM NO. 4 **Mayor's Report**
FROM: **Ian Abbott**
REPORT NUMBER: **M8-13**
MEETING DATE: **15 September 2015**

Summary:

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

General:

Wednesday 26 August 2015

10.15am – Scheduled interview with Radio Larrikia

- Pre cyclone clean up
- 2015-16 Rates
- World's Biggest Garage Sale
- 2015 Top End Invitational
- Picnic in the Park

11.00am – Scheduled interview with Mix 104.9

- Pre cyclone clean up
- 2015-16 Rates
- World's Biggest Garage Sale
- 2015 Top End Invitational
- Picnic in the Park

3.30pm – Attended the 2015 Young Territory Author Awards

Thursday 27 August 2015

10.00 – Attended Tunes and Tales with the Mayor at the Library

5.00pm – Attended the Northern Territory Fire and Rescue Service Graduation Squad 1/2015

Friday 28 August 2015

10.30am – Attended a meeting with Deputy Mayor McKinnon and Pam Robinson regarding the Goyder Trail

Sunday 30 August 2015

11.00am – Attended Tatvamasi Onam Maharaja Feast at the Palmerston Magpies Football Club

Tuesday 1 September 2015

9.00am – Interview with ABC Radio

- Dog attacks

6.30pm – Chaired regular Council meeting

Wednesday 2 September 2015

8.30am – Attended Community Culture and Environment Committee Meeting

1.00pm – Attended a reception for the 70th Anniversary of the Independence Day of the Socialist Republic of Viet Nam

Thursday 3 September 2015

9.50am – Scheduled interview with Territory FM

- Pre cyclone clean up
- 2015 Top End Invitational
- World's Biggest Garage Sale

4.00pm – Attended YIP Meeting question and answer session with Nova Peris

Friday 4 September 2015

2.00pm – Attended a meeting with Nathan Barrett MLA

Saturday 5 September 2015

10.00am – Attended Vanguard Homes Grand Opening of its display home in Durack Heights

7.00pm – Attended the Darwin Symphony Orchestra's Realm and Resonance concert

Tuesday 8 September 2015

5.30pm – Attended the Palmerston Netball Association End of Season Presentations

Future Schedule:

Nil

Invitations:

Nil

RECOMMENDATION

THAT Council receives Report Number M8-12.

Recommending Officer:

Any queries on this report may be directed to Ian Abbott on telephone (08) 8935 9911 or email ian.abbott@palmerston.nt.gov.au

Schedule of Attachments:

Nil

ITEM NO. 12.3.1 **Action Report**

FROM: Chief Executive Officer

REPORT NUMBER: 8/0735

MEETING DATE: 15 September 2015

Municipal Plan:

4. Governance & Organisation

4.3 People

We value our people, and the culture of our organisation. We are committed to continuous improvement

Summary:

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

Dec #	Task Date	Matter	Action	Update
8/0847	19/11/2013	TC Zone Land	Discuss with NT Government on acquiring the Tourist Commercial (TC) Zone land – Part Lot 8405	Letter received 9 April 2014 advising investigations are currently being undertaken to inform the potential release of this site including servicing and development options.
8/0879	11/12/2013	Development of Lot 10029 and Part Lot 9608	Expression of Interest for the development of Lot 10029 and Part Lot 9608 be prepared for Council approval.	Completed
8/0899	14/01/2014	Expression of Interest – Development of Lot 10024 and Part Lot 9609	An EOI to be brought to Council for the development of Lot 10024 and part Lot 9609 with the purpose being for the provision of public car parking combined with a mixed use development comprising of retail, commercial or residential.	Completed
8/0949	18/02/2014	Car Parking Contribution Plan Update	Matter on the table	
8/1126	17/06/2014	Reconstruct Radford Road	Council to enter into a memorandum of understanding regarding the use of any contractor security held by LDC.	Construction work in progress.

8/1290	7/10/2014	Quarterly Meetings with NT Government Senior Ministers	Mayor and the chairs or delegate of the three Standing Committees be established to meet with senior Ministers of the NT Government on a quarterly basis to seek financial support and provide updates on projects and initiatives associated with the Palmerston City Centre Master Plan.	Next quarterly meeting to be scheduled.
8/1354	09/12/2014	Draft Palmerston City Centre Master Plan 2014 and associated documents	<ul style="list-style-type: none"> - Draft Palmerston City Centre Parking Strategy to be presented to and considered by the City of Palmerston's Car Parking Committee. - Final documents and application submission to amend the NT Planning Scheme be submitted to Council for endorsement at the Council meeting scheduled 17 February 2015. - Mayor to forward a letter to the Minister for Lands and Planning to inform the NT Government of the public consultation process for the Draft City Centre Master Plan "package", prior to lodgement of the formal rezoning application with the Minister in 2015. 	Council has adopted the Palmerston City Centre Master Plan and associated documents. Council adopted the Palmerston City Centre Parking Strategy on 2 June 2015.
8/1378	13/01/2015	Amendments to Palmerston Eastern Suburbs planning principles and plan	Council to write a letter to the Department for Lands and Planning requesting a review of the Palmerston Eastern Suburbs Area Plan and Planning Principles.	Complete
8/1434	03/03/2015	Small lot subdivisions	Council approach the Shadow Minister for Lands and Planning requesting a meeting in regards to small lot subdivisions	Meeting to be rescheduled.
8/1523	19/05/2015	Road from Durack Drive/Flack Road to New entrance of Archer Waste Transfer Station	Council write to the Director Land Administration seeking consent to open the section of road and road reserve from Durack Drive/Flack Road to the New entrance of Archer Waste Transfer Station.	Completed

8/1546	02/06/2015	Local Government Service Awards	CEO to arrange for nominations to be completed for Elected Members who qualify for these awards.	Completed
8/1560	16/06/2015	Financial Support – Palmerston Football Club	Council to liaise with the club to seek City of Palmerston signage on the shade structure	Completed – The Palmerston Football club have withdrawn their request for financial support for the shade structure.
8/1642	01/09/2015	Request for General Consent – Surrender of Crown Lease Term 2425, Lot 8570 (30) McCourt Road, Yarrowonga	Mayor and Chief Executive Officer are granted consent to sign and seal all required documentation for General Consent relating to the surrender of Crown Lease Term 2425	Completed
8/1644	01/09/2015	Subdivision to create 90 Residential Lots, 1 Public Open Space Lot and a Building Setback Plan (Zuccoli Stage 5 A & B) on Lot 4251 (575) Roystonea Avenue & Lot 12448 Radford Road, Zuccoli	Additional Access and Servicing comments relating to proposed Lot 009 and Lot 010 also be provided to the Department of Lands Planning and the Environment for consideration	Completed
8/1645	01/09/2015	Environmental Protection Authority Environment Grant Agreement	Mayor and Chief Executive Officer be authorised to sign and seal the NT Environmental Protection Authority Environment Grant Agreement.	Completed
8/1647	01/09/2015	Local Government Association Northern Territory – Casual Vacancy on the LGANT Executive	Council endorse the nomination of Deputy Mayor McKinnon to fill the casual vacancy on the Local Government Association of the Northern Territory Executive.	Completed – Application submitted.
8/1651	01/09/2015	Support of Fish Stocking Program with Amateur Fisherman's Association of the NT	Council staff liaise with Amateur Fisherman's Association of the NT and the NT Department of Fisheries to detail a plan of the fish stocking program and locations of infrastructure.	Completed - Council resolution forwarded to AFANT. Meeting to be scheduled.

8/1653	01/09/2015	Fencing of playgrounds in parks	A report be presented to the Economic Development and Infrastructure Committee detailing the costs for fencing of playgrounds in parks that front collector, sub-arterial or arterial roads.	
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RECOMMENDATION

THAT Council receives Report Number 8/0735.

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

ITEM NO. 13.1.1 **Professional Development Allowance – Mayor Abbott**

FROM: Chief Executive Officer

REPORT NUMBER: 8/0741

MEETING DATE: 15 September 2015

Municipal Plan:

4. Governance & Organisation

4.4 Systems

We are committed to ensuring the systems and processes of Council support the organisation in delivering the best possible services to the community

Summary:

Mayor Abbott has requested to attend the 2015 Local Government Exchange and Cooperation Seminar in Japan from 1 November 2015 to 11 November 2015.

The Mayor applied to attend the seminar in June 2015 and was one of six local government representatives from Australia and New Zealand selected to attend the seminar.

Whilst the Chief Executive Officer has delegated authority under the policy to approve applications for the use of Professional Development Allowance, as this request involves overseas travel, I seek endorsement from Council to approve this application. I also believe any travel overseas by staff and / or elected members, which is to be funded by Council, should be approved by Council.

The Japan Local Government Centre (CLAIR, Sydney) will cover all costs incurred during the seminar period. Council will be asked to endorse the cost of transport to and from Japan to attend the seminar.

Background:

The Elected Members Benefits and Support Policy supports the attendance of Elected Members at appropriate and relevant conferences or training courses which sustain the professional competence of members.

The Mayor received a Special Issue Newsletter from the Japan Local Government Centre (CLAIR, Sydney) in June 2015 (Attachment A), which included an offer for eligible local government representatives to apply for the opportunity to visit Japan and attend the 2015 Local Government Exchange and Cooperation Seminar. The Mayor completed and submitted his application (Attachment B) and was advised in September 2015 that he had been one of six successful applicants from Australia and New Zealand (Attachment C).

The Local Government Exchange and Cooperation Seminar is an annual study tour that provides local government representatives the opportunity to meet with Japanese public officials, to study Japanese public administration first-hand, and to exchange ideas and expertise with local staff and fellow participants. Participants attend lectures, take part in workshops, visit local government offices, and participate in a home-stay with a local family, which immerses them in the daily life and culture of Japan.

The themes of this year's Seminar are "Meaning of Sister City Exchange" and "Harmonise Town Planning and Heritage Buildings"

Financial Implications

Elected Members Professional Development Allowance is set at \$3,635.50 for the 2015/2016 financial year. Mayor Abbott has not utilised any of his allowance this financial year. This leaves an available balance of \$3,635.50

The cost of all seminar registration and materials, as well as expenses incurred during the seminar period, including food, transportation and insurance will be borne by the Japan Local Government Centre (CLAIR, Sydney).

Transport to and from Japan and other travel expenses outside of the seminar period are to be covered by Mayor Abbott's Professional Development Allowance for 2015/2016 and includes:

- Round trip airfare to Tokyo: \$1700
- Ground transportation in Tokyo: \$100
- Other expenses: \$500
- Total: \$2300

Legislation / Policy:

EM02 – Elected Members Benefits and Support Policy

- 4.1.3 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.

RECOMMENDATION

1. THAT Council receives Report Number 8/0741.
2. THAT Council endorse Mayor Abbott attending the Local Government Exchange and Cooperation Seminar at the cost of \$2,300 to be paid from his Professional Development Allowance for 2015/2016.

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.

Schedule of Attachments:

Attachment A – Japan Local Government Centre (CLAIR, Sydney) Special Issue Newsletter

Attachment B – Application to attend the 2015 Local Government Exchange and Cooperation Seminar

Attachment C – Letter of acceptance from the Director of CLAIR

Attachment D – Professional Development Allowance Application



Applications are now open for the 2015 Local Government Exchange and Cooperation Seminar in Japan!

2015 Local Government Exchange and Cooperation Seminar in Japan

We are offering eligible participants the opportunity to visit Japan

In order to promote a better understanding of Japanese local governments and culture, the *Local Government Exchange and Cooperation Seminar* aims to bring together people from Japan, Australia and New Zealand who are working at local governments and related organisations by exchanging information regarding current issues of local governments.

General information about past seminars are available on our [website](#).

In this issue, we would like to tell you more about this programme's purpose and Yamato Takada City, which is this year's host local government.

Seminar details:

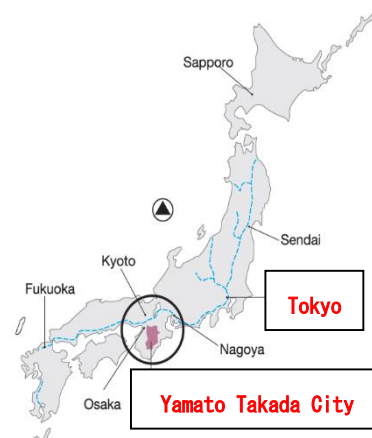
➤ *2015 Local Government Exchange and Cooperation Seminar includes:*

- Seminars on Japanese Local Government in **Tokyo** (4nights) and this year's host local government **Yamato Takada City** (6nights)
- Tour of national/local government facilities and cultural sites
- Home-stay with Japanese families
- Feedback/Discussion

➤ *Seminar Theme(See page 3)*

① **Meaning of Sister City Exchange**

② **Harmonise Town Planning and Heritage Buildings**



➤ *Schedule:*

- The seminar will be held from:

Sunday 1 to Wednesday 11 November 2015

➤ *Eligible Participants:*

- Applicants must be local government executives or executives involved in the promotion of local area international exchange and cooperation.
- In addition, applicants from national organisations, research institutes, or other related organisations may be eligible to participate, providing their backgrounds are related to the theme of the Seminar.
- Up to **6 participants** will be accepted from **Australia** and **New Zealand** through CLAIR Sydney.



➤ *Expenses:*

- Expenses incurred for the Seminar registration and materials will be borne by CLAIR.
- Any expenses prior to arrival in Japan and after departing from Japan shall be borne by participants
- Expenses incurred during the Seminar period in Japan will be borne by CLAIR.

Application:

To apply, please fill in the [Form](#) and send it to mailbox@ilgc.org.au by **Friday 31 July 2015**.

- For more details of the seminar, please refer to the [Outline](#).
- Please note that there is a limit to the number of participants (6), the outcome of your application will be made available to you by the end of August 2015.



If you have any questions about the Seminar, please feel free to contact us at mailbox@ilgc.org.au or on 02 9241 5033. We look forward to your application.



- Photos from 2014 Local Government Exchange and Cooperation Seminar -

About Yamato Takada City:

Yamato Takada is home to many historical sites and buildings, which have been protected and cherished by its residents throughout history. Today the city is known for its rich historical atmosphere, however the city worked very hard to overcome the challenge of finding harmony between the heritage conservation and city planning.



Established in 1963, the sister city relationship between Yamato Takada and Lismore, NSW was the first between Australia and Japan. They are continuously deepening their relationship by not only by visiting each other but also sharing ideas, such as foreign language programme and dietary education in schools.

They look forward to talking with you about the benefits of, and how to get more people involved in sister city exchange, as well as how to balance town planning with protection of heritage buildings.

Population:

67,740 (As of 1st June 2015)

Location:

Yamato Takada is located in the north western part of Nara prefecture, in the Kansai area. It takes approximately three and a half hours by bullet and express train from Tokyo.



Popular attractions:

➤ Senbonzakura (Beautiful cherry blossom)

In late March to early April along Takada River – Yamato Takada's main river – the *Senbonzakura* offers visitors a breathtaking cherry blossom experience. The *Senbonzakura*, meaning 1,000 cherry trees in Japanese, were planted in 1948 to help comfort the townspeople after the war. In recent years, an esplanade and steppingstones were placed along the Takada River, offering visitors and residents alike a peaceful area of relaxation.



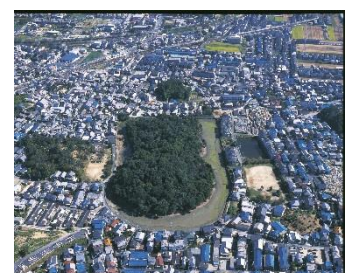
➤ Okaden

Okaden is a stage that sits in the middle of the Onaka pond, which is located in the city's central park. Okaden, which harmoniously blends in its natural surroundings, is one of the most famous and beautiful landmarks of Yamato Takada.



➤ Tsukiyama Burial Kofun

Tsukiyama Kofun is an enormous, 261 meters long burial mound that was built during the 5th century. It is said that Emperor Buretsu is buried in this mound, although the identity of the buried remains a mystery to this day.



[Form 1 – Page 1 of 4]

Participant Application Form

1. Personal information

Please type or print legibly in BLOCK LETTERS.

Full Name (as written in passport)	Surname					Given Name(s)				
	Abbott					Ian				
Preferred Name (for Seminar listings)	Surname					Given Name(s)				
	Abbott					Ian				
Gender	<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female									
Title (optional)	<input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Dr. <input type="checkbox"/> Other:									
Date of Birth (e.g. "01 NOV 2009")	Day		Month			Year				Age
	2	0	S	E	P	1	9	6	4	50
Nationality	Australian									
Local Government/ Organization	City of Palmerston									
Position	Mayor									
Mailing Address for Seminar Information (Please include postal code)	City of Palmerston PO Box 1 Palmerston NT 0831									
Contact Details	Telephone					Fax			Mobile (optional)	
	08 8935 9911									
E-mail Address	Emily.fanning@palmerston.nt.gov.au									
Languages Spoken	Please indicate the language(s) in which you have conversational ability									
	<input type="checkbox"/> Chinese <input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Japanese <input type="checkbox"/> Korean <input type="checkbox"/> Other:									

Please enclose a picture to be included in the Directory of Seminar Participants

Passport photos will be accepted, but please try to provide the picture in digital format. The picture should be at least 600 pixels high x 500 pixels wide and its size should be smaller than 500KB. Passport photo should be 3cm high x 2.5cm wide.

2. Medical information

The information provided in fields marked with an (*) may be needed in case of an emergency.			
* Blood Type	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> AB <input type="checkbox"/> O <input checked="" type="checkbox"/> Unknown (<input type="checkbox"/> Rh+ <input type="checkbox"/> Rh-)		
* Allergies (Medication/ Food/ Animals)			
Dietary Restrictions	<p>Please indicate which of the followings you cannot eat/drink due to religious, medical, and other reasons.</p> <p> <input type="checkbox"/> Beef <input type="checkbox"/> Pork <input type="checkbox"/> Chicken <input type="checkbox"/> Other Meat <input type="checkbox"/> Fish <input type="checkbox"/> Shellfish <input type="checkbox"/> Eggs <input type="checkbox"/> Milk/dairy products <input type="checkbox"/> Alcohol <input type="checkbox"/> Caffeine <input type="checkbox"/> Other (please provide details): </p> <p><input checked="" type="checkbox"/> No Dietary Restrictions</p> <p>If there is anything else that you want us to be aware of in terms of food preferences (e.g., do not eat raw fish), please write in the space below.</p>		
Do you smoke?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If “Yes,” would you prefer a smoking room? <input type="checkbox"/> Yes <input type="checkbox"/> No)		
* Medical Condition(s) and Current Medication(s)	n/a		
* Emergency Contact	Full Name	Relationship	Telephone / Mobile
	Ana Abbott	Spouse	abanana@senet.com.au

3. Work history

Please provide a brief outline of your work history in reverse chronological order from your current position (Use a separate sheet if necessary)	
Dates (Month, Year)	Employer and Position(s)
1990 – Present	Director – Abbott Cleaning Service (employing over 30 staff)
1999 – 2012	Alderman (Councilor) – City of Palmerston <ul style="list-style-type: none"> • Council appointment representative on the Palmerston Development Consent Authority • Board of Kentish Family Centre • Board of Victims of Crime NT • Numerous council internal & external committees.

2012 – 2015	<p>Mayor – City of Palmerston</p> <ul style="list-style-type: none"> • Chair of the Palmerston World Health Organization Safe Communities Committee. • Ex-officio of all Council committees • Honorary member of Palmerston & Rural Lions Club • Honorary member of Palmerston Rotary Club
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[Form 1 – Page 3 of 4]

4. Your work experience and interest in this year's theme

Please explain how your work experience and your interest relate to the theme of the Seminar.
(Use a separate sheet if necessary)

The City of Palmerston has an established Memorandum of Understanding with Aridagawa, Arida District, Wakayama, Japan. This Agreement was signed in 2010 by the Mayors of both Cities.

We have a yearly student exchange program where approx. 20 participants from both cities visit for a two week cultural and education experience. This has also facilitated other delegation groups to visit Palmerston on educational and business opportunities.

The City of Palmerston is one of Australia's fastest growing cities, with an expected 5000 plus residential dwellings being built of the next 5 -7 years plus two other significant residential land developments on our municipal boundary which will see the City of Palmerston recognised as a regional capital. As a consequence of this rapid growth, town planning is a priority.

The City of Palmerston has self-funded our 2030 City Centre Masterplan which enables a long term vision and future proofing of development and protection of vital open space. The City is very young by comparison to Japanese cities which gives us a unique opportunity to recognise and plan for future heritage buildings and precincts.

The Top End of Australia has an enduring connection with Japan through its involvement during the Second World War and the significant occasion of the Bombing of Darwin on February 19, 1945. Though we may not have forgotten we continue to forgive and offer our hand in friendship to the Japanese nation. The City of Palmerston's relationship with Aridagawa Cho is testament to that fact.

Personally I have been an Elected Member of Council for 16 years, 3 years as Mayor, I have a keen interest in fostering strong partnerships with any organisation that benefits the wellbeing of my community.

5. Post seminar follow-up

We would like you to share your experience in your professional capacity or local community upon your return from Japan. Please let us know how you could do this.

(E.g. report in association/government newsletter, article in local hometown newspaper, presentation to colleagues/elected officials on experience, etc.)

On return, I would make a

- Presentation at a formal Council meeting.
- supply an article with photos to the NT News & local Sun newspaper.
- Talk on local radio as part of my regular media engagements. (Pre & Post)
- Seek invitations from local high schools.
- Seek invitations from local service clubs.
- Display video / photos on our City Centre outside digital big screen.
- Other opportunities that arise.

[Form 1 – Page 4 of 4]

6. Host family

<p>Would you prefer a non-smoking host family?</p> <p>(Please note that we may be unable to fulfill your request)</p>	<p><input type="checkbox"/> Yes , I prefer a non-smoking host family.</p> <p><input checked="" type="checkbox"/> I don't have a preference.</p> <p><input type="checkbox"/> No, I don't mind a smoking host family</p>
<p>Would you be okay if your host family had pet(s)?</p>	<p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> Yes, if the pet stays outdoor.</p> <p><input type="checkbox"/> No</p> <p>If you have a preference for a certain type of pet or anything that we should be aware of, please write in the space below.</p>

Thank you for your cooperation. Please feel free to write additional comments on a separate sheet of paper. If you have any questions regarding this application, please contact the CLAIR Office responsible for your region.

18 August 2015

ATTACHMENT C

Dear Mr. Ian Abbott,

Thank you very much for your application to participate in the 2015 CLAIR Local Government Exchange and Cooperation Seminar.

Numerous applications were received and after careful consideration we are pleased to inform you that you have been selected to attend this seminar.

We look forward to exchanging opinions as well as information on local governments' present situation and issues with you.

A detailed schedule of the seminar will be sent to you shortly, in the meantime however we would like you to secure your flights to and from Japan. We have listed below the meeting point and parting point of the seminar. Please refer to these dates when arranging your flights.

Once you have booked your flights please fill in the attached form and return it to us at mailbox@jlgc.org.au by **Friday, 4 September**.

After we collect all the participants' flight information, we will then arrange the time for an orientation meeting on the day. You will be informed of the details later on.

<First day meeting point and day>

Date: Sunday, 1 November 2015

At: In the lobby of **Akasaka Excel Hotel Tokyu** (where you will be staying while in Tokyo)

Address: 2-14-3, Nagata-cho, Chiyoda-ku, Tokyo 100-0014

Phone: (81) 3-3580-2311

http://www.tokyuhotelsjapan.com/en/TE/TE_AKASA/index.html

(Note) Please book your flight to be able to arrive at the hotel on the above date. We will inform you of the meeting time.

<Final day meeting point and time >

Date: Wednesday, 11 November 2015


At: As above

Time: After breakfast at the hotel, participants make their own way to their departing airport.

Should you have any questions or concerns, please feel free to contact us.

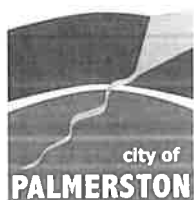
Congratulations on your successful application and we hope the seminar will be a meaningful experience.

Yours sincerely,



Katsunori Kamibo

Director of CLAIR



Professional Development Allowance Application

Conference Details	
Name of Applicant	Mayor Ian Abbott
Name of Conference	2015 CLAIR Local Government Exchange and Cooperation Seminar
Dates of Conference	1-11 November 2015
Location	Tokyo and Yamato Takada City, Japan
Registration	Nil *Registration cost is borne by CLAIR Sydney*
Workshops / Study Tours / Optional Excursions	Nil
Concurrent Sessions	Nil
Dietary Requirements	Nil

Travel Details	
Dates of travel	31 October 2015 to 11 November 2015
Accommodation <small>*Please note additional costs (mini bar, telephone and room service etc) are not included</small>	Akasaka Excel Hotel Tokyu (Tokyo) and homestay * Accommodation cost is borne by CLAIR Sydney*
Transfers	Taxi / Car Hire / Shuttle Bus / Train / Coach Other:
Other Requests	Nil
Partner attending	Yes / No <i>If yes please give details:</i>

Office Use Only		
Total Cost	Registration:	\$0
	Workshops / Study Tours / Optional Excursions:	\$0
	Flights:	\$1700
	Accommodation:	\$0
	Transfers:	\$80
	Incidentals:	\$500
	Other	\$0
	Total:	\$2280
Balance Remaining	\$ 1355.50	

CEO Approved	YES / NO
Date	

ITEM NO. 13.1.2 **Proposal to Subdivide and Sell Part Lot 8576, Stuart Highway Yarrawonga**

FROM: Director of Technical Services

REPORT NUMBER: 8/0738

MEETING DATE: 15 September 2015

Municipal Plan:

3. Environment & Infrastructure

3.2 Assets and Infrastructure

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

Summary:

Part of Yarrawonga buffer zone has been identified as developable land by staff. This report seeks Council support to pursue the subdivision of Lot 8576 Stuart Highway Yarrawonga into 4 lots and to seek expressions for the purchase of two (2) of the resultant lots from the owners of lots 8544 & 8543 McCourt Road Yarrawonga.

General:

Lot 8576 is a 2.13ha lot situated between the Stuart Highway and Temple Terrace road reserves and the McCourt Road, Yarrawonga lots (**Attachment A**). Lot 8576 is zoned service commercial (SC) similar to the adjoining properties. Access for maintenance vehicles is obtained from either Toupein Road or lot 7772 Stuart Highway, also owned by Council.

It is proposed that lot 8576 be subdivided into 4 lots (**Attachment B**) with lot 2 being sold to the current owner of lot 8543 and lot 3 being sold to the current owner of lot 8544.

Staff have written to the current owners of lots 8543 & 8544 and sufficient interest in purchasing the adjoining land appears to exist. Exact boundaries for a subdivision will depend on how large a piece of lot 8576 each owner requires and what price owners would be willing to pay for the land. The boundaries shown in attachment B are indicative only.

Financial Implications:

Planning application and survey costs are expected to be around \$5,000.

Current UCV of adjoining land is \$233/m²

Land valuation cost would be approximately \$2,000

Legals for contract of sale are expected to be around \$5,000.

Legislation / Policy:

NT Planning Scheme (Subdivision)
Local Government Act (Sale of land)

RECOMMENDATION

1. THAT Council Receives Report Number 8/0738.
2. THAT Council seek an independent valuation on the land shown in Attachment B to Report Number 8/0738 as lots 3 & 4.
3. THAT lots 3 & 4 as shown in Attachment B to Report Number 8/0738 be offered for sale to the owners of lots 8543 & 8544 respectively.
4. THAT Council pay all subdivision and consolidation costs and each party pay their own legal costs.
5. THAT a further report be provided to the EDI Committee detailing the following:
 - i. Offers made to purchase lots 3 & 4 as shown on Attachment B to Report Number 8/0738.
 - ii. Market valuation for the subject lots.
 - iii. Lot boundaries sought by the prospective purchasers.
 - iv. Advice provided by Development Assessment Services on the feasibility of the proposed subdivision.
 - v. Advice provided by other relevant government departments.

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.

Schedule of Attachments:

Attachment A:	Survey Plan showing Yarrawonga lots.
Attachment B:	Survey Plan showing lot 8576 subdivided into 4 lots.





ITEM NO. 13.1.3 **The Heights, Durack - Eastern Collector Road**

FROM: Director of Technical Services

REPORT NUMBER: 8/0739

MEETING DATE: 15 September 2015

Municipal Plan:

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 seeks Council's consideration and determination on accepting the CIC Pty Ltd.'s proposal for constructing the Eastern Collector Road over the Charles Darwin University land in Durack and gifting the asset to Council via an access easement.

Background:

There is an existing sealed road connecting the Charles Darwin University (CDU), Palmerston Campus precinct and University Avenue in Durack. This road is on land owned by CDU. CIC has submitted a proposal (**Attachment A**) to Council to upgrade the existing road to an urban standard in accordance with Council's resolution 8/1495 – 5/5/2015 and to construct a new section of the road thereby extending the existing road to connect to Packard Avenue in The Heights, Durack. The proposed footprint of the road is shown in Attachment A, Drawing Number SK-C001 (Rev 3).

CIC has requested agreement between the Council, CIC and the CDU for the development of the Eastern Collector Road with the following responsibilities for each party.

- i. CIC Pty Ltd to design and construct the road.
- ii. The CDU to grant the Right of Way easement in favour of Council.
- iii. Council to operate and maintain the road for the public use.

Council resolved at its ordinary meeting on 5 May 2015:

THAT Council accept the University access road subject to it meeting the following minimum standards.

Roads

Width of road	8m
Width of road reserve	18m
Kerb & gutter	Both sides
Footpaths	1.5m one side 2.5m one side
Minimum pavement design life	30 years
Minimum pavement design loading	5 x 10 ⁵ E.S.A
Maximum AADT	>3000 vehicles

Drainage

Initial storm	5 year
Major storm	100 year

<u>Street Lighting</u>	P2
------------------------	----

Streetscape

Street Trees	Both sides min 10m spacing with irrigation
--------------	---

<u>Verges</u>	Dryland grass
---------------	---------------

And detailed design standards as stated in the draft Subdivision and Development Guidelines.

CARRIED 8/01495–05/05/2015

General:

Generally all roads created by the subdivision of land within the Municipality of Palmerston would be placed within road reserves and gifted to Council as part of the planning process. When council accepts a road reserve it also accepts responsibility for stormwater discharges from the road reserve downstream until the discharges enter government owned drains or the Darwin Harbour. Sometimes providing council ownership of downstream drains can be complex and unnecessary especially where an existing brownfields site is involved.

The CDU exists on lot 11504 a 40ha parcel which accepts stormwater from properties like the Waterpark and Optus to its east and discharges these flows through underground pipes around existing campus buildings and sporting areas. To comply with Councils drainage requirements all these downstream flow paths would need to be gifted to council and placed within drainage easements. Such an action may well compromise facilities at the site.

An alternative that CIC have asked Council to consider involves the placement of the access road to The Heights on an Access Easement. Access Easements are provided in order to give right of access to the public. An access easement would not create an obligation upon council to control stormwater discharges coming from the easement since the land that the easement sits on is owned by the property owner. Councils only obligation would be to keep the road open for public use.

A road situated on an Access Easement can possess all the normal amenity of a road within road reserve. I.e. it can have kerb, drainage, landscaping, irrigation, footpaths and street lighting; although street lighting may be required to be on a private supply rather than the street light network.

Should lot 11504 be sold or developed at a later date the new owners or developer would need to honour the easement rights council has or come to some alternate arrangements to the satisfaction of Council. The rights of the easement are attached to the land and can only be extinguished by Council.

In this particular instance it would be extremely difficult and unnecessary for CIC to accommodate Council's drainage requirements on the CDU site and therefore an access easement to provide for the Eastern Collector Road is recommended.

CIC have included a proposed agreement for the development of the Eastern Collector Road. Council is under no obligation to enter into an agreement for the development and maintenance of the road. The instrument that Council relies on for The Heights Durack development is the planning permit. It is recommended that Council advise the developer that it will accept handover of the Eastern Collector Road and sign and seal the easement establishment documents at the time of On-maintenance for the roadway but not enter into a road development agreement.

Financial Implications:

The developer will meet all the design and construction costs. However, Council will have an obligation to meet the ongoing operational and maintenance costs after the road is hand over.

Policy / Legislation:

Subdivision Guidelines

RECOMMENDATION

1. THAT Council receives Report Number 8/0739.
2. THAT Council accepts the CIC Pty Ltd offer of an Access Easement to accommodate the Eastern Collector Road across lot 11504 to The Heights, Durack residential development subject to the road meeting the design standards set in decision number 8/1495 -5/5/2015.
3. THAT Council does not enter into an Agreement for development of Eastern Collector Road – The Heights Durack.

RECOMMENDATION (continued)

4. That the Mayor and Chief Executive Officer 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.

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.

Author: Jeetendra Dahal, Technical Services Manager.

Schedule of Attachments:

Attachment A: The CIC Pty Ltd.'s proposal for developing the Eastern Collector Road.

4 August 2015

Chief Executive Officer
City of Palmerston
PO Box 1
PALMERSTON NT 0831

Attention: Mark Spangler

Dear Mark

The Heights, Durack – Eastern Collector Road

Further to your recent discussions with Jeremy Clark regarding the construction of the above road we have asked our solicitors, Clayton Utz to advise how this road can be constructed to meet the Council's adopted specification at the same time as managing the issues of creating title.

Basically the best way to proceed is for a Right of Way (RoW) to be created across CDU's property and for the road to be constructed within that RoW. Council will be responsible for the ongoing maintenance and upkeep of the road following on from CIC THD's warranty maintenance period.

Please find attached the following documents:

1. Draft Deed of Agreement for development of Eastern Collector Road - The Heights, Durack
2. Draft Earl James and Associates survey plan to create the RoW
3. Draft Aurecon Extent of works plan
4. Draft schedule 3 Easements and easements in gross document prepared by Clayton Utz

Standard engineering drawings are currently being finalised and will be submitted to Council for approval once agreement has been reached.

In principle CDU is happy to proceed however before the University Council provides formal approval they need to have Councils formal agreement which would be by way of an adopted Council resolution.

Should you have any queries please contact the writer or Jeremy Clark.

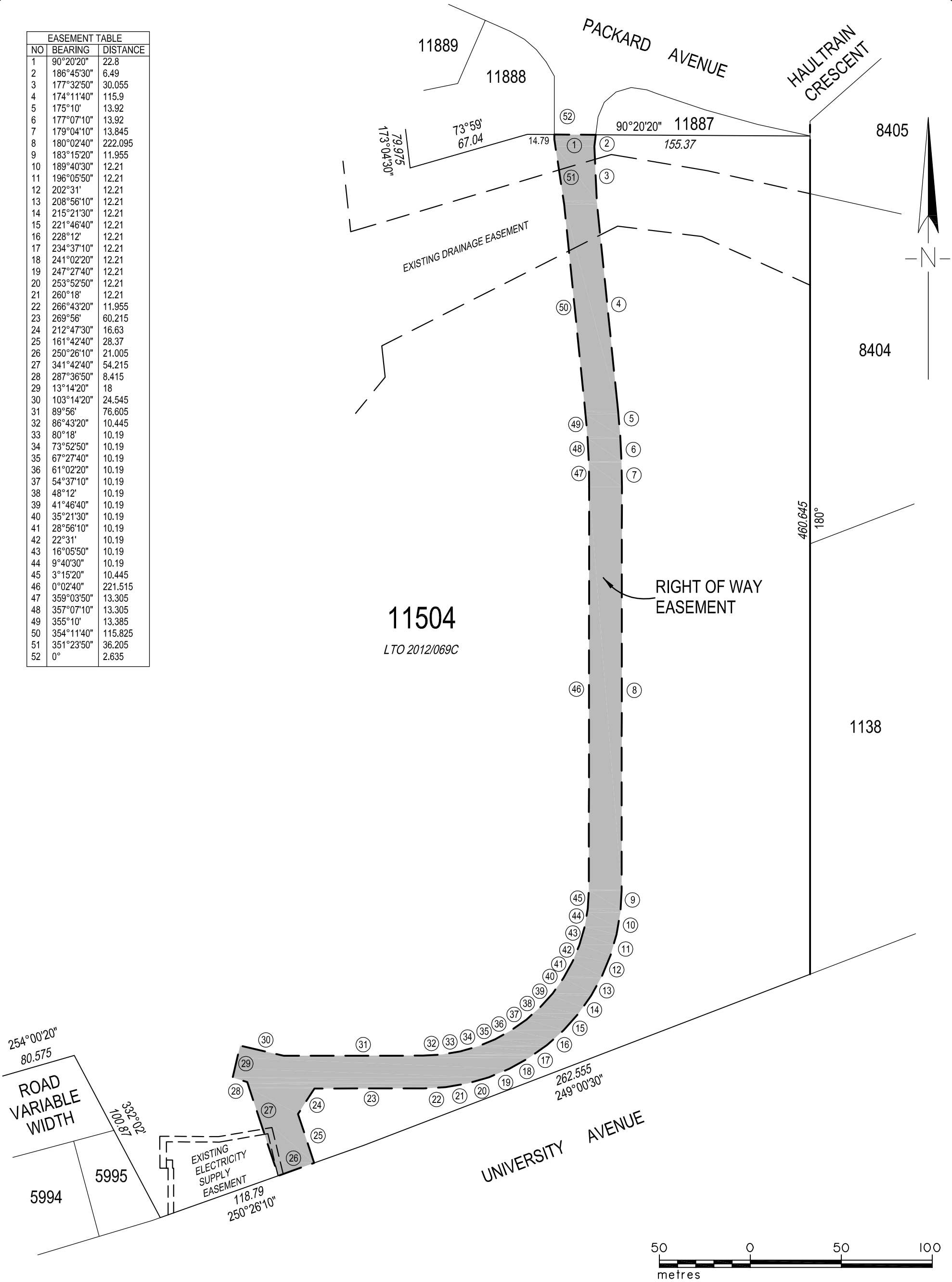
Kind regards

CIC Project Management (Palmerston) Pty Ltd



Geoff Smith
Project Director

EASEMENT TABLE		
NO	BEARING	DISTANCE
1	90°20'20"	22.8
2	186°45'30"	6.49
3	177°32'50"	30.055
4	174°11'40"	115.9
5	175°10'	13.92
6	177°07'10"	13.92
7	179°04'10"	13.845
8	180°02'40"	222.095
9	183°15'20"	11.955
10	189°40'30"	12.21
11	196°05'50"	12.21
12	202°31'	12.21
13	208°56'10"	12.21
14	215°21'30"	12.21
15	221°46'40"	12.21
16	228°12'	12.21
17	234°37'10"	12.21
18	241°02'20"	12.21
19	247°27'40"	12.21
20	253°52'50"	12.21
21	260°18'	12.21
22	266°43'20"	11.955
23	269°56'	60.215
24	212°47'30"	16.63
25	161°42'40"	28.37
26	250°26'10"	21.005
27	341°42'40"	54.215
28	287°36'50"	8.415
29	13°14'20"	18
30	103°14'20"	24.545
31	89°56'	76.605
32	86°43'20"	10.445
33	80°18'	10.19
34	73°52'50"	10.19
35	67°27'40"	10.19
36	61°02'20"	10.19
37	54°37'10"	10.19
38	48°12'	10.19
39	41°46'40"	10.19
40	35°21'30"	10.19
41	28°56'10"	10.19
42	22°31'	10.19
43	16°05'50"	10.19
44	9°40'30"	10.19
45	3°15'20"	10.445
46	0°02'40"	221.515
47	359°03'50"	13.305
48	357°07'10"	13.305
49	355°10'	13.385
50	354°11'40"	115.825
51	351°23'50"	36.205
52	0°	2.635

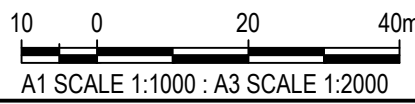
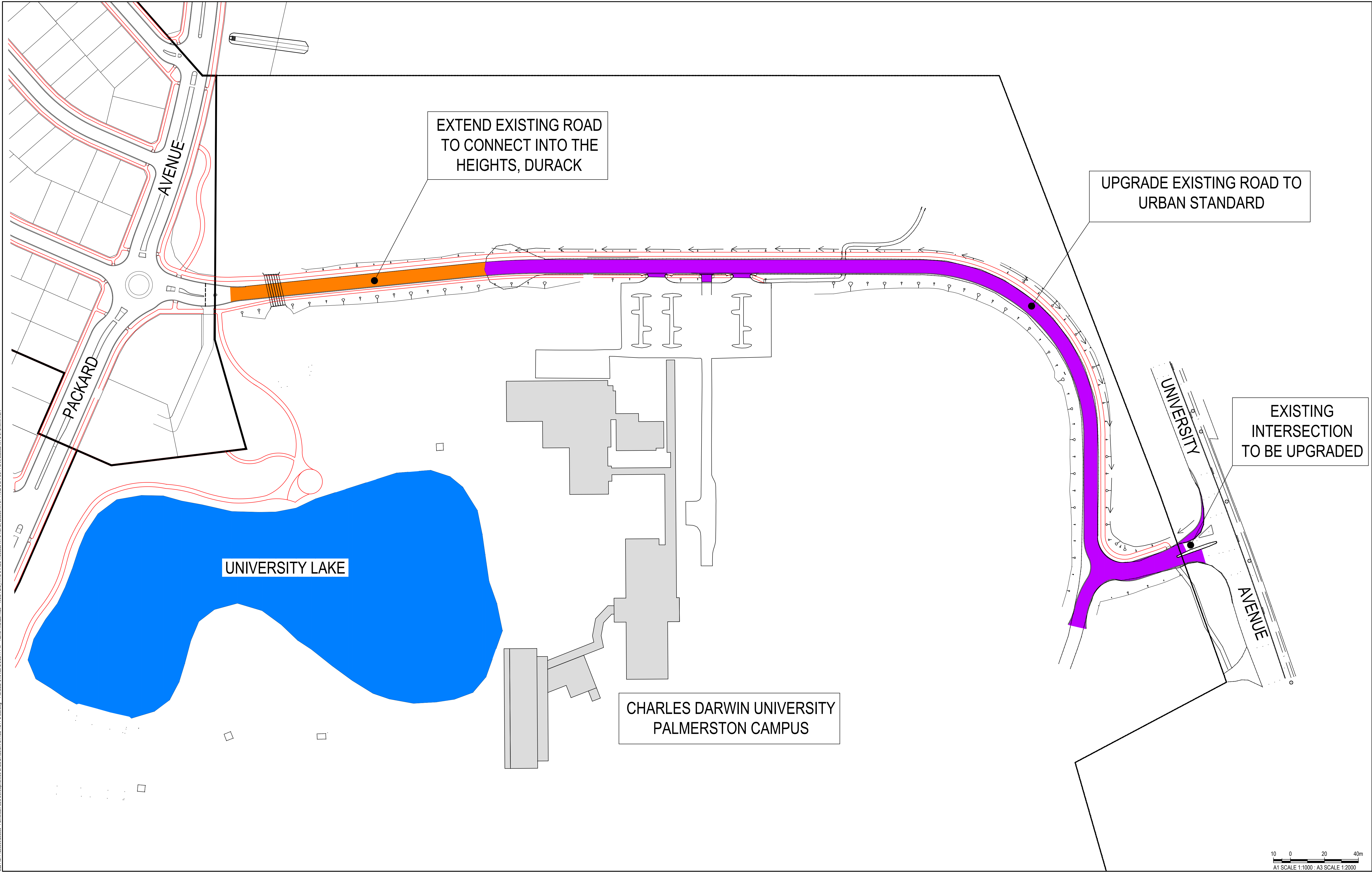


SURVEY & PLANNING
CONSULTANTS
10 HARVEY STREET
DARWIN NT 0801
PH. (08) 89812494
FAX. (08) 89815205
darwin@eja.com.au

LOT 11504
TOWN OF PALMERSTON
RIGHT OF WAY EASEMENT
Client: **CIC AUSTRALIA**

Licensed Surveyor:
Date: _____
Drawn by: RM
Date: 3.07.15
Cad File:
7797-57.DWG

Scale: 1:2000
Datum:
Drawing No:
15/7797/57



Cad File: P:\20000\20365 - Palmerston CDU Development\06-CAUD\DESIGN\STAGE 1\ST1-C-600.dwg Plot Date: 24/04/2012 13:44 PM Name: Andrew Hiles Path: A:\G. AUS\STAGE 1\20365-PC-ROAD_20365-URSET AND 2\AVOUTPLAN_20365-PC-CUSTOM.WATER

REV	DATE	REVISION DETAILS	APPROVED
3	16.07.15		
2	05.01.15	REVISED WITH CLIENT COMMENTS	PDG
1	17.12.14	PRELIMINARY ISSUE	PDG

DRAWN	DESIGNED
SLK	PDG
CHECKED	
APPROVED	
	DATE
PDG	

PROJECT	
LOT 11505, TOWN OF PALMERSTON THE HEIGHTS, DURACK - STAGE 1	
TITLE	
EASTERN COLLECTOR ROAD CHARLES DARWIN UNIVERSITY OVERLAY	
PROJECT No. 203655	
SCALE 1:1000	SIZE A1
DRAWING No. SK-C001	REV 3

CLAYTON UTZ

Agreement for development of Eastern Collector Road - The Heights, Durack

CIC-THD Pty Ltd
Charles Darwin University
City of Palmerston

Draft

Clayton Utz
Lawyers
17-19 Lindsay Street Darwin NT 0800 Australia
GPO Box 612 Darwin NT 801
T +61 8 8943 2555 F +61 8 8943 2500

www.claytonutz.com

Our reference 11417/11628/80167967

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Draft

This Agreement dated

Parties **CIC - THD Pty Ltd ACN 147 029 534** of Level 12, 147 Pirie Street, Adelaide South Australia 5000 (**Company**)

Charles Darwin University [ABN 54 093 513 649](#) of Ellengowan Drive, Casuarina, NT (**CDU**)

City of Palmerston of P.O. Box 1 Palmerston NT 0831 (**Council**)

Background

- A. It is proposed that the Company will:
- (a) build the New Road; and
 - (b) upgrade the Existing Road,
- which will together form the Eastern Collector Road enabling the public to drive through Charles Darwin University to the Development.
- B. CDU is the registered owner of the Land on which the Eastern Collector Road will be situated.
- C. Once built, the Eastern Collector Road will be maintained by the Council.
- D. CDU will grant the Easement to the Council to enable members of the public to use the Eastern Collector Road for access to the Development.
- E. The parties wish to record their respective agreements on the terms and conditions of this Agreement.

Operative provisions**1. Definitions and interpretation****1.1 Definitions**

In this Agreement unless the context requires otherwise:

Agreement means this Agreement together with all schedules, annexures and exhibits to it, as it may later be amended or supplemented by the parties in writing.

Agreement Date means the date of this Agreement.

Business Day means a day other than a Saturday, Sunday or public holiday in Darwin.

Certificate of Completion means a certificate issued by the Council on Completion.

Claim includes any claim, action, demand, proceeding or judgment, payment, loss, liability, cost, compensation or expense however arising, whether at law or in equity and including:

- (a) by statute;
- (b) in tort for negligence or otherwise, including negligent misrepresentation; or
- (c) in restitution for unjust enrichment.

Completion means:

- (a) construction of the Works is complete except for minor Defects; and

(b) the Council has issued a certificate of completion for the Works.

Creation of Easement means the Land Titles Office Creation of Easement Form for the creation of the Easement in the form annexed to this Agreement at Schedule 3.

Date for Completion means [insert].

Defect means any defect, deficiency, fault or omission in the Works which is not in accordance with the Specification.

Defects Liability Period for the Works is the period of 36 months following Completion.

Development means the land development known as The Heights, Durack.

Easement means the access easement being an easement in gross to be granted by CDU in favour of the Council over the Easement Area in accordance with this Agreement under which the Council will allow members of the public to access the Easement Area and use the Eastern Collector Road.

Easement Area is the area shown on the Plan.

Eastern Collector Road means the road from University Avenue to Packard Avenue across the Land which will be comprised of the New Road and the Existing Road.

Existing Road means the existing university road from the intersection at University Avenue which will be upgraded and connect to the New Road to form the Eastern Collector Road.

Government Authority means the Crown, a Minister, a government department, a corporation or authority constituted for a public purpose (including the Council in its capacity as the local government), a court and an officer, employee or agent of any of the foregoing acting as such.

Good Operating and Maintenance Practice means adherence to a standard of practice which includes the exercise of that degree of skill, diligence, prudence and foresight which would reasonably be expected from a competent, experienced and qualified operator.

Land means [insert description].

Law means:

- (a) those principles of law or equity established by decisions of Australian courts;
- (b) statutes, regulations, by laws, policies or ordinances of any Australian Government Authority; and
- (c) requirements of Australian Government Authorities made or arising under or pursuant to any of the matters referred to in paragraphs (a) or (b) above.

New Road means the extension to the Existing Road to Packard Avenue which with the Existing Road will form the Eastern Collector Road.

Plan means the plan annexed at Schedule 1 to this Agreement.

Right includes any legal equitable, contractual, statutory or other right, power, authority, benefit, privilege, immunity, remedy, discretion or cause of action.

Services Infrastructure means any utility services infrastructure in the vicinity of the Eastern Collector Road or the area proposed to be utilised for the Works.

Specification means the design and construct specification for the Works being the document contained at Schedule 2;

Term means the term of this Agreement set out in clause 2.

Works means the:

- (a) upgrade of the Existing Road; and
- (b) construction of the New Road,

to form the Eastern Collector Road.

1.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;
- and unless the context indicates a contrary intention:
- (b) a reference to an obligation or Right of any 2 or more persons imposes that obligation or confers that Right, as the case may be, jointly and severally;
 - (c) **"person"** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
 - (d) a reference to a party includes that party's successors and assigns, and, in the case of Council any body that performs similar functions to those presently performed by Council;
 - (e) a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time except to the extent prohibited by this Agreement or that other agreement or document;
 - (f) a reference to a statute or statutory provision includes a statutory modification or re-enactment of it or a statutory provision substituted for it, and each ordinance, by-law, regulation, rule and statutory instrument (however described) issued under it;
 - (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
 - (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it;
 - (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
 - (j) a reference to writing includes a facsimile transmission and any means (other than electronic mail) of reproducing words in a tangible and permanently visible form;
 - (k) **"includes"** in any form is not a word of limitation;
 - (l) a reference to **"\$"** or **"dollar"** is to Australian currency;
 - (m) this Agreement is not intended to create a partnership, joint venture or agency relationship between the parties; and
 - (n) this Agreement does not affect the power of Council as a Government Authority.

2. Eastern Collector Road

2.1 Upgrade of the Existing Road and construction of New Road

The Company will:

- (a) commence the work required to upgrade the Existing Road and construct the New Road; and

(a)(b) use reasonable endeavours to achieve Completion by the Date for Completion.

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2.2 Required Standard

The Company:

- (a) warrants that the Eastern Collector Road will be fit for its intended purpose; and
- (b) will design and construct the Works in accordance with the Specification.

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2.3 Notice of Completion

The Company will notify the Council:

- (a) 14 days before it anticipates being in a position to achieve Completion; and
- (b) when it is of the opinion that Completion has been reached, it will request the Council to issue a Certificate of Completion.

2.4 Certificate of Completion

- (a) Within 14 days of the request for issue of a Certificate of Completion, the Council will give to the Company a Certificate of Completion or give the Company in writing the reasons for not issuing the Certificate of Completion.
- (b) Provided that the Works are in accordance with the Specification except for minor Defects the Council will issue a Certificate of Completion.

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3. Maintenance

3.1 Responsibility for Defects

- (a) During the Defects Liability Period, if in the Council's reasonable opinion any part of the Works is not in accordance with the Specification and constitutes a Defect, the Council may direct the Company to correct the Defect.
- (b) The Company must comply with any direction given under paragraph (a) within a reasonable time.

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3.2 Operation and maintenance

Subject to clause 3.1, from Completion, the Council must operate and maintain the Eastern Collector Road competently, diligently, expeditiously and in accordance with Good Operating and Maintenance Practice and all applicable laws.

4. Access and Easement

4.1 Grant of Easement

- (a) Upon notification from the Company in writing that the Council has issued a Certificate of Completion for the Eastern Collector Road, CDU must, within 7 days of receipt of the notice, grant the Easement to the Council and for this purpose must:
- (i) properly execute the Creation of Easement; and
 - (ii) provide the Creation of Easement to the Council.

(a)(b) The Council must:

- (i) properly execute the Creation of Easement and insert any details that are required to complete the Creation of Easement for it to be lodged with the Land Titles Office;
- (ii) attach a survey plan which clearly identifies the Easement Area; and
- (iii) lodge the Creation of Easement at the Land Titles Office.

4.2 Public Right of Way

- (a) The parties acknowledge and agree that the Easement is granted to the Council so the Council may allow all members of the public to access the Easement Area for the purposes of travelling to and from the Development on the Eastern Collector Road.
- (b) The Council will ensure that, subject to routine maintenance and emergency works, members of the public will at all times be able to access the Easement Area and use the Eastern Collector Road.
- (c) CDU agrees that it will not do anything that would prevent members of the public utilising the Easement Area in accordance with this clause 4.2 and will ensure that members of the public have access to the Easement Area at all times.

5. Services Infrastructure

5.1 Services Infrastructure

- (a) The Company and the Council acknowledge that there is utility services infrastructure on the Land which may pass underneath the Existing Road and the New Road.
- (b) CDU will advise the Company and the Council of the location of any Services Infrastructure which it becomes aware of.

5.2 Company Obligations

The Company will ensure:

- (a) that it carries out the Works in a manner that will not interfere with or cause damage to the Services Infrastructure;
- (b) that it advises the Government Authorities responsible for the Services Infrastructure of the Works and co-ordinates the Works with the requirements of those Government Authorities; and

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- (c) that it will co-operate with those Government Authorities where they require access to Services Infrastructure for the purposes of operating, maintaining, repairing and replacing the Services Infrastructure.

5.3 Council Obligations

From Completion, the Council will ensure:

- (d)(a) that it operates and maintains the Eastern Collector Road in a manner that will not interfere with or cause damage to the Services Infrastructure;
- (e)(b) that it advises the Government Authorities responsible for the Services Infrastructure of any required maintenance works on the Eastern Collector Road and co-ordinates those works with the requirements of the Government Authorities; and
- (f)(c) that it will co-operate with those Government Authorities where they require access to Services Infrastructure for the purposes of operating, maintaining, repairing and replacing the Services Infrastructure.

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6. Risk and indemnity

6.1 Risk of Company

The Company acknowledges and agrees that prior to Completion, it is responsible for all risk in the Works.

6.2 Company Indemnity

The Company releases to the full extent permitted by law and shall indemnify and keep indemnified CDU, its officers, servants and agents from and against all Claims brought against, incurred or suffered by CDU, its officers, servants or agents in respect of:

- (a) loss, destruction or damage to real or personal property; and
- (b) injury to or death of any persons;

arising out of or as a consequence of the Works, except to the extent that such loss, destruction, damage, injury or death results from any deliberate or negligent act or omission by CDU.

6.3 Risk of Council

The Council acknowledges and agrees that on and from Completion, it is responsible for all risk in the Eastern Collector Road, including in relation to anything erected on or affixed to the Eastern Collector Road.

6.4 Council Indemnity

The Council releases to the full extent permitted by law and shall indemnify and keep indemnified CDU and the Company and their officers, servants and agents from and against all Claims brought against, incurred or suffered by CDU, its officers, servants or agents in respect of:

- (a) loss, destruction or damage to real or personal property; and
- (b) injury to or death of any persons;

arising out of or in any way in connection with the use of the Eastern Collector Road, including in connection with anything erected on or affixed to the Eastern Collector Road, except to the

extent that such loss, destruction, damage, injury or death results from any deliberate or negligent act or omission by CDU or the Company.

7. Insurance

7.1 Prior to Completion

Prior to Completion, the Company must effect and maintain or cause to be effected and maintained public liability insurance covering the Company and CDU and each of their employees, agents, contractors and subcontractors in respect of:

- (a) loss of, loss of use of, destruction or damage to, real or personal property; and
- (a)(b) injury to, or disease or death of, persons,

arising out of or in connection with the Works, for a minimum of \$20 million for each and every occurrence and unlimited in the aggregate as to the number of occurrences in respect of the public liability insurance.

7.2 From Completion

From Completion, the Council must effect and maintain or cause to be effected and maintained public liability insurance covering the Council, the Company and CDU and each of their employees, agents, contractors and subcontractors in respect of:

- (a) loss of, loss of use of, destruction or damage to, real or personal property; and
- (b) injury to, or disease or death of, persons,

arising out of or in any way in connection with the operation, maintenance and use of the Eastern Collector Road, including in connection with anything erected on or affixed to the Eastern Collector Road, for a minimum of \$20 million for each and every occurrence and unlimited in the aggregate as to the number of occurrences in respect of the public liability insurance.

7.3 Evidence of Insurance

The Council must give CDU and the Company upon their request evidence satisfactory to them that insurances required under this clause 7 are current.

8. Goods and Services Tax

8.1 Definitions

- (a) GST, GST law and other terms used in this clause 8 (except Recipient) have the meanings ascribed to those terms by the A New Tax System (Goods and Services Tax) Act 1999 (as amended from time to time) GST Act or any replacement or other relevant legislation and regulations, except that GST law also includes any other legislation enacted to validate, recapture or recoup tax collected as GST; and
- (b) any reference in this clause to GST payable by an entity includes any GST payable by the representative member of any GST group of which that entity is a member. Any reference in this clause to input tax credits to which an entity is entitled will include input tax credits to which the representative member of any GST group of which that entity is a member is entitled.

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8.2 Reimbursement of costs, expenses and other amounts

If a party is required under this Agreement to reimburse or pay to another party an amount calculated by reference to a cost, expense, or an amount paid or incurred by that party, the amount of the reimbursement or payment will be reduced by the amount of any input tax credits to which that party (or an entity on whose behalf the party is acting) is entitled in respect of any acquisition relating to that cost, expense or other amount.

8.3 GST payable

If GST is payable by an entity (**Supplier**) in relation to any supply that it makes under or in connection with this Agreement, the parties agree that:

- (a) any consideration provided for that supply under or in connection with this Agreement, other than under this clause 8.3 (**Agreed Amount**) is exclusive of GST;
- (b) an additional amount will be payable by the party providing consideration for that supply (**Recipient**) equal to the amount of GST payable by the Supplier on that supply;
- (c) the additional amount is payable at the same time as any part of the Agreed Amount is to be first provided for that supply and the Supplier will provide a tax invoice to the Recipient in respect of that supply, no later than that time; and
- (d) to the extent, if any, that any consideration (or part thereof) is specified in this Agreement to be inclusive of GST, that consideration (or the relevant part) shall be excluded from the Agreed Amount for the purposes of calculating the additional amount under paragraph 8.3(b).

8.4 Variations

If the amount the Supplier recovers from the Recipient on account of GST on a supply differs for any reason from the amount of GST paid or payable by the Supplier on that supply, then the Recipient must pay to the Supplier on demand, or the Supplier must refund to the Recipient, the amount of that difference. If any adjustment event occurs in relation to a supply, the Supplier must give the Recipient an adjustment note within 14 days after the date of the adjustment event.

8.5 Penalties

If the Recipient does not comply with its obligations under this Agreement and because of this the Supplier becomes subject to penalties or interest for late payment of GST, then the Recipient must pay the Supplier on demand an amount equal to the amount of the penalties and interest.

8.6 No merger

This clause 8 survives the termination of this Agreement.

9. Disputes

- (a) If a party requests a matter in dispute to be determined under this clause, then a party may, within 10 Business Days, require the issue to be referred for resolution by the respective chief executive officers of each party to the dispute (or to a senior officer nominated by his or her chief executive officer).
- (b) If the chief executive officers (or other senior officers as the case may be) fail to decide the issue within 10 Business Days of the date of the notice referred to in this clause then a party may give a notice to the other party to the dispute (**First Dispute Notice**) in which it:

- (i) states the name, address and occupation of an appropriately qualified independent expert it nominates to determine the dispute (**Nominated Referee**); and
 - (ii) states the matter or matters which constitute the dispute or matter it wishes to refer to determination.
- (c) Within 5 Business Days after receipt of the First Dispute Notice, the other party may give to the party which gave the First Dispute a notice (**Second Dispute Notice**) in which it states that it accepts or rejects the Nominated Referee in the First Dispute Notice.
- (d) If no Second Dispute Notice is given within the time specified in clause 9(c) or an incomplete Second Dispute Notice is given, the Nominated Referee may determine the dispute under this clause 9.
- (e) If the Second Dispute Notice accepts the Nominated Referee, the Nominated Referee may determine the dispute under this clause 9.
- (f) If the Second Dispute Notice rejects the Nominated Referee, the nomination of the referee may be referred by either party to a solicitor appointed by the President or Acting President for the time being of the Northern Territory Law Society Inc who may nominate an appropriately qualified independent person (having regard to the nature of the matter to be determined), to be the referee. The referee nominated by that person may determine the dispute.
- (g) When a dispute is referred to a referee for determination under this clause 9, each of the parties in dispute must:
 - (i) use its best endeavours to make available to the referee all facts and circumstances which the referee may need to know in order to determine the dispute; and
 - (ii) ensure that its employees, agents and consultants are available to appear at any hearing, or enquiry called for by the referee; and
 - (iii) give a copy of any written submission it makes to the referee to the other party at the same time as it gives the submission to the referee.
- (h) The referee must decide the dispute and inform the parties in dispute of the result within 10 Business Days after the date of submission of the dispute for determination, or within any longer period of time which the referee reasonably determines.
- (i) The referee acts as an expert and not as an arbitrator. The referee's decision is final and binding on the parties to the dispute (except in the case of manifest error, error in law, corruption or fraud). The referee must give a written statement of reasons for the decision to both parties to the dispute.
- (j) Without limiting the matters which the referee must take into account when making a decision, the referee must consider:
 - (i) any minutes or reports of Project Control Group meetings related to the dispute; and
 - (ii) any documentation containing the results of the deliberations of the chief executive officers under clause 9(b); and
 - (iii) all facts and circumstances provided by the parties under clause 9(g) or 9(i); and

- (iv) all information provided by employees, agents and consultants of the parties at any hearing or enquiry called for by the referee under clause 9(g).
- (k) The referee may decide who must pay the costs and expenses arising out of the reference of the dispute to the referee, including the referee's reasonable costs and expenses. If the referee does not make a decision about costs and expenses, the parties in dispute must each pay half of the costs and expenses.
- (l) To the extent reasonably possible the parties must continue to perform their obligations under this Agreement during any dispute.

10. General

10.1 Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Agreement:

- (a) must be in writing;
- (b) must be addressed as follows(or as otherwise notified by that party to each other party from time to time);

The Company

Address: Suite 1204, Level 12, 147 Pirie Street, Adelaide, South Australia 5000

Fax: (08) 8232 3056

Attention: Mr Geoff Smith

Email: Geoff.Smith@cicaustralia.com.au

The Council

Address: [insert]

Fax: [insert]

Attention: [insert]

Email: [insert]

CDU

Address: [Charles Darwin University Office of the Vice Chancellor
Ellengowan Drive Darwin NT0909](#)

Fax: [\(08\) 8927 3480](#)

Attention: [Vice Chancellor](#)

Email: [vc@cdu.edu.au](#)

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- (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered by hand or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with clause 10.1(b); and
- (e) is taken to be received by the addressee:
 - (i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
 - (ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;
 - (iii) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and
 - (iv) (in the case of delivery by hand) on delivery,
 but if the communication is taken to be received on a day that is not a Business Day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.
- (f) Any communication given or made under this Agreement may also be sent by email if:
 - (i) the communication is sent to the relevant email address for the party set out in this clause (or as otherwise notified by that party to the other party from time to time); and
 - (ii) the sender keeps an electronic or printed copy of the communication sent.
- (g) A communication sent under paragraph (f) will be taken to be duly received on return of a receipt produced by the system to which the email was sent which indicates that the email was sent to the email address of the recipient or, where no return receipt is produced by the recipient's email system, by the end of the day the email was sent if a Business Day and otherwise on the next Business Day.

Field Code Changed

10.2 Governing law

This Agreement is governed by and must be construed according to the law applying in the Northern Territory.

10.3 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of the Northern Territory, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this Agreement; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 10.3(a).

10.4 Indemnity

- (a) Each indemnity by a party in this Agreement is a continuing obligation, separate and independent from the other obligations of that party, and survives termination of this Agreement.
- (b) Unless otherwise specified in this Agreement, it is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this Agreement.

10.5 Amendment

This Agreement may only be varied by a document executed by or on behalf of each party.

10.6 Counterparts

This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the Agreement of each party who has executed and delivered that counterpart.

10.7 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this Agreement by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Agreement.
- (b) A waiver or consent given by a party under this Agreement is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this Agreement operates as a waiver of another breach of that term or of a breach of any other term of this Agreement.

10.8 Further steps

Each party must promptly do whatever any other party reasonably requires of it to give effect this Agreement and to perform its obligations under it.

10.9 Prior breaches

Rights in connection with a breach of this Agreement are not affected by termination of this Agreement.

10.10 Permissive behaviour

- (a) If the Company is required not to do something under this Agreement, then the Company must also not allow that thing to be done.
- (b) If Council is required not to do something under this Agreement, then Council must also not allow that thing to be done.

10.11 Continuing obligations

Obligations that are due for performance but which have not been performed when this Agreement ends continue in force.

10.12 Severance

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

10.13 Rights cumulative

Except as expressly stated otherwise in this Agreement, the rights of a party under this Agreement are cumulative and are in addition to any other rights of that party.

10.14 Entire understanding

- (a) This Agreement, together with any amendments or variations thereto represents the whole of the agreement reached between the parties and no further or other terms, conditions or covenants shall be implied in this Agreement or arise between the parties by way of collateral or other agreements or by reason of any alleged warranty or representation given or made by one party to another at the time of or prior to the execution of this Agreement.
- (b) Each party expressly acknowledges that it has not been induced to enter into this Agreement by any representation, verbal or otherwise, made by or on behalf of any other party which is not set out in the body of this Agreement or the Schedules.

10.15 Costs and stamp duty

- (a) Each party will bear their own costs and expenses of the negotiation and entering into of this Agreement and complying with its obligations under this Agreement.
- (b) Council will pay any stamp duty assessed in relation to this Agreement or any transaction contemplated by it (including any stamp duty payable on the grant of the Easement).

10.16 Confidentiality

The parties agree that the matters set out in this Agreement are strictly confidential and accordingly no party shall disclose the existence or contents of this Agreement to any third party other than its auditors or legal advisers without the prior written consent of the other or unless required by any applicable law.

Schedule 1 - Plan

Draft

Schedule 2 - Specification

Draft

Schedule 3 - Creation of Easement

Draft

Executed as a deed

The Seal of City of Palmerston
ABN [insert] is hereunto affixed this
day of
in the presence of:

Signature of Chief Executive Officer

Signature of Councillor

Name of Chief Executive Officer in full

Name of Councillor

Executed by CIC - THD Pty Ltd ACN 147
029 534 in accordance with section 127 of
the Corporations Act by or in the presence
of:

Signature of Secretary/other Director

Signature of Director

Name of Secretary/other Director in full

Name of Director in full

The Seal of Charles Darwin University
ACN 54 093 513 649 is hereunto affixed this
day of
in the presence of:

Signature of Vice-Chancellor

Name of Vice-Chancellor

1 of 1 DOCUMENT: LawNow Legislation NT - - Legislation/Northern Territory Acts/L/LA/LAW OF PROPERTY
ACT 2000/Schedule 3 Easements and easements in gross/Part A

Schedule 3 Easements and easements in gross

section 157

Part A

Rights under a Right of Way

The person entitled to the use or benefit of an easement or easement in gross of a right of way may, for all purposes, enter on and pass along or over the servient land with or without a vehicle.

ITEM NO. 13.1.4 **Financial Report for the month of August 2015**
FROM: A/Director of Corporate and Community Services
REPORT NUMBER: 8/0740
MEETING DATE: 15 September 2015

Municipal Plan:

4. Governance & Organisation

4.1 Responsibility

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:

Financial Report for the month of August 2015.

Background:

The Local Government (Accounting) Regulations, prescribes that:

18 Financial reports to council

- (1) *The CEO must, in each month, lay before a meeting of the council a report, in a form approved by the council, setting out:*
 - (a) *the actual income and expenditure of the council for the period from the commencement of the financial year up to the end of the previous month;*
 - (b) *the forecast income and expenditure for the whole of the financial year.*
- (2) *The report must include:*
 - (a) *Details of all cash and investments held by the council (including money held in trust);*
 - (b) *a statement on the debts owed to the council including the aggregate amount owed under each category with a general indication of the age of the debts;*
 - (c) *other information required by the council.*

If a council does not hold a meeting in a particular month, the report is to be laid before the council committee performing the council's financial functions for the particular month.

General:

Financial Officers provide year to date financial information for the month ended 31 August 2015.

Financial Implications:

Nil

RECOMMENDATION

THAT Council receives Report Number 8/0740.

Recommending Officer: Silke Reinhardt, Acting Director of Corporate and Community Services

Any queries on this report may be directed to Silke Reinhardt, Acting Director of Corporate and Community Services on telephone (08) 8935 9922 or email silke.reinhardt@palmerston.nt.gov.au.

Schedule of Attachments:

Attachment: Financial Management Report – August 2015

Financial Management Reports

August 2015

- ❖ 1. Executive Summary
- ❖ 2. Financial Results

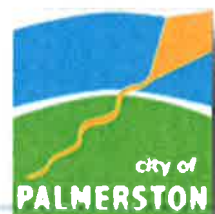


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2.2 Investments Management Report

2.3 Reserves Schedule

2.4 Debtor Control Accounts

2.5 Creditor Accounts Paid

2.6 Creditor Accounts Outstanding

2.7 Statement of Credit Card Transactions

Section 1

Executive Summary

1.1 Executive Overview
As at 31 August 2015

RESULT

Operating Income

Operating income is currently at 89.03% for the year. The annual rates and waste charges for 2015/2016 have been levied in August increasing Rates income to 97.71% and Waste Management income to 101.69% for the year. Waste Connections since budget preparation explain the revenue increase above 100%.

Operating Expenditure

Overall operating expenditure is currently 19.14% of the full year budget, including commitments raised. In the area of Rates a budget reallocation of \$177k from income to the Corporate Services Rates expense line will be required in the first budget review to account for Pensioner rebate movement.

Capital Income

Capital income for the current financial year is at 0.15% of the budget.

Capital Expenditure



The percentage capital expenditure for the year is at 8.39% including commitments.

CASH POSITION

As at the end of August 2015 the cash and investments balance was \$20.3M. As at 1 July 2015 reserve requirements with restricted access was \$13m. Interest earned to date is \$84k, circa 21% of budget.

Section 2 Financial Results

2-1 Budget Summary Report as at 31 August 2015

	Annual Budget	YTD Actuals (incl commitments)	Budget to be met	Budget Met
	\$	\$	\$	%
Operating Income	(28,250,520)	(25,152,646)	(3,097,874)	89.03%
Operating Expenditure	33,262,315	6,366,085	26,896,231	19.14%
Capital Income	(37,338,000)	(54,982)	(37,283,018)	0.15%
Capital Expenditure	12,167,889	1,021,339	11,146,550	8.39%
Subtotal	(20,158,316)	(17,820,205)	(2,338,111)	
Less Depreciation/Revaluation	(8,062,100)	(1,333,350)	(6,728,750)	
Gifted Assets	35,000,000	0	35,000,000	
Net (Income)/Expenditure	6,779,584	(19,153,555)	25,933,139	
Net (Income)/Expenditure Funded by:				
Transfers from Reserves	(3,800,000)			
Transfers to Reserves	1,020,416			
Borrowings	(4,000,000)			
Total	(0)			
Net Surplus/Deficit	6,779,584			
<div>  </div> <div>  </div>				
<div>Reviewed by: Finance Manager</div> <div>Approved by: Chief Executive Officer</div>				

Section 2

Financial Results

31 August 2015

2.1 - Budget Summary Report as at Operating Income

	Original Budget	YTD Actuals	%
Governance			
Office of the CEO	-690,000	-436,504	63.26%
Governance	-690,000	-436,504	63.26%
Corporate Services			
Financial Services	-400,000	-103,892	25.97%
Office of the Director Corp and Community Services	0	-34,580	0.00%
Rates	-18,181,252	-17,764,513	97.71%
Corporate Services	-18,581,252	-17,902,985	96.35%
Community Services			
Arts & Culture	-12,000	0	0.00%
Community Development	0	-3,511	0.00%
Events Promotion	-21,000	0	0.00%
Library Services	-729,273	-19,565	2.68%
Senior Citizens	-1,500	0	0.00%
Youth Services	-4,000	0	0.00%
Community Services	-767,773	-23,076	3.01%
Technical Services			
Animal Management	-399,000	-158,680	39.77%
Aquatic Centre	-95,300	-15,882	16.67%
Archer Sports club	0	-198	0.00%
Civic Centre	-186,600	-42,804	22.94%
Driver Resource Centre	-7,500	-2,801	37.34%
Gray Community Hall	-16,000	-4,743	29.64%
Office of the Director Technical Services	-49,250	-33,239	67.49%
Parking & Other Ranger Services	-171,185	-59,752	34.91%
Private Works	-90,000	-25,520	28.36%
Roads & Transport	-795,000	-495,961	62.39%
Stormwater Infrastructure	-4,000	-360	9.00%
Subdivisional Works	-180,000	-32,868	18.26%
Waste Management	-5,771,500	-5,869,299	101.69%
Birripa Court Investment Property	-446,160	-47,974	10.75%
Technical Services	-8,211,495	-6,790,081	82.69%
	-28,250,520	-25,152,646	89.03%

Section 2

Financial Results

31 August 2015

2.1 - Budget Summary Report as at Capital Income

	Original Budget	YTD Actuals	%
Technical Services			
Roads & Transport	-1,938,000	0	0.00%
Subdivisional Works	-35,400,000	-54,982	0.16%
Technical Services	-37,338,000	-54,982	0.15%
	-37,338,000	-54,982	0.15%

Section 2

Financial Results

31 August 2015

2.1 - Budget Summary Report as at

Operating Expenditure

	Original Budget	YTD Actuals	Commitment	Total YTD Actuals plus Commitments	%
Governance					
Elected Members	320,740	42,727	4,526	47,253	14.73%
Office of the CEO	689,986	114,559	600	115,159	16.69%
Public Relations and Communications	113,150	12,298	25,385	37,683	33.30%
Governance	1,123,876	169,584	30,511	200,095	17.80%
Corporate Services					
Customer Services	227,737	27,357	0	27,357	12.01%
Financial Services	1,141,467	230,790	357,123	587,913	51.51%
Human Resources	271,849	32,113	13	32,126	11.82%
Information Technology	1,090,264	194,137	297,458	491,595	45.09%
Office of the Director Corp and Community Services	8,488,694	1,405,542	780	1,406,322	16.57%
Rates	101,000	247,636	9,150	256,786	254.24%
Records Management	339,365	37,365	57,330	94,696	27.90%
Corporate Services	11,660,376	2,174,941	721,855	2,896,796	24.84%
Community Services					
Arts & Culture	140,000	1,723	3,061	4,784	3.42%
Community Development	939,010	110,834	1,189	112,023	11.93%
Events Promotion	309,000	1,704	401	2,105	0.68%
Families & Children	237,292	13,512	3,309	16,821	7.09%
Health and Wellbeing Services	42,000	300	1,600	1,900	4.52%
Library Services	1,201,302	138,830	26,520	165,350	13.76%
Senior Citizens	9,500	1,511	2,990	4,501	47.38%
Youth Services	22,000	2,721	0	2,721	12.37%
Community Services	2,900,104	271,134	39,070	310,205	10.70%
Technical Services					
Animal Management	79,080	4,610	80,592	85,202	107.74%
Aquatic Centre	328,200	51,177	66,437	117,613	35.84%
Archer Sports club	12,910	717	0	717	5.56%
Civic Centre	380,872	46,374	28,251	74,625	19.59%
Depot	87,277	3,432	6,644	10,076	11.55%
Driver Resource Centre	0	167	1,999	2,166	0.00%
Emergency Operations	99,917	16,575	0	16,575	16.59%
Gray Community Hall	108,975	6,179	3,437	9,616	8.82%
Office of the Director Technical Services	1,452,956	187,128	149,559	336,687	23.17%
Open Space	4,746,932	483,566	281,094	764,660	16.11%
Parking & Other Ranger Services	717,145	75,031	5,000	80,031	11.16%
Private Works	80,023	11,482	0	11,482	14.35%
Recreation Centre	209,930	27,435	3,818	31,253	14.89%
Roads & Transport	2,057,719	298,484	87,473	385,957	18.76%
Stormwater Infrastructure	241,000	13,983	10,097	24,080	9.99%
Street Lighting	1,161,500	100,482	0	100,482	8.65%
Subdivisional Works	80,000	27	0	27	0.03%
Waste Management	5,564,551	848,361	51,700	900,060	16.17%
Birripa Court Investment Property	168,974	7,676	0	7,676	4.54%
Technical Services	17,577,960	2,182,886	776,103	2,958,989	16.83%
	33,262,316	4,798,546	1,567,539	6,366,085	19.14%

Section 2
Financial Results
31 August 2015

2.1 - Budget Summary Report as at
Capital Expenditure

	Original Budget	YTD Actuals	Commitment	Total YTD Actuals plus Commitments	%
Corporate Services					
Information Technology	70,000	0	0	0	0.00%
Office of the Director Corp and Community Services	250,000	92,728	31,028	123,756	49.50%
Corporate Services	320,000	92,728	31,028	123,756	38.67%
Community Services					
Technical Services					
Aquatic Centre	0	9,800	0	9,800	0.00%
Civic Centre	730,500	0	0	0	0.00%
Office of the Director Technical Services	0	461,002	90,116	551,118	0.00%
Open Space	822,950	46,141	204,746	250,887	30.49%
Roads & Transport	3,942,439	8,760	3,546	12,306	0.31%
Stormwater Infrastructure	940,000	0	0	0	0.00%
Subdivisional Works	0	9,833	9,849	19,681	0.00%
Waste Management	5,412,000	0	53,790	53,790	0.99%
Technical Services	11,847,889	535,536	362,047	897,583	7.58%
	12,167,889	628,264	393,075	1,021,339	8.39%

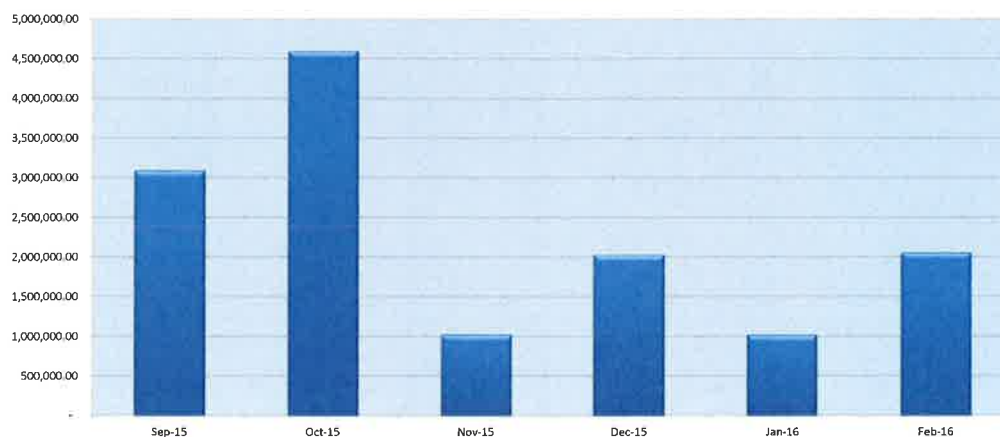
Section 2 Financial Results

2-2 Investments Management Report

INVESTMENTS REPORT TO COUNCIL AS AT 31/08/2015

COUNTERPARTY	RATING	AMOUNT	INTEREST RATE	MATURITY DATE	DAYS TO MATURITY	WEIGHTED AVERAGE RATE	INSTITUTION TOTALS	%COUNTER PARTY
People's Choice Credit Union		\$ 8.29	0.00%					
People's Choice Credit Union	S&P A2	\$ 2,000,000.00	3.64%	September 29, 2015	29	0.005331953	\$ 2,000,008.29	14.65%
ME Bank	Moody's P2	\$ 1,000,000.00	3.90%	October 17, 2015	47	0.002856403	\$ 1,000,000.00	7.32%
AMP Bank	S&P A1	\$ 1,000,000.00	3.30%	November 11, 2015	72	0.002416957	\$ 1,000,000.00	7.32%
National Australia Bank	Fitch F1+	\$ 1,000,000.00	3.18%	September 16, 2015	16	0.002329067		
National Australia Bank	Fitch F1+	\$ 1,500,000.00	3.17%	October 7, 2015	37	0.003482615		
National Australia Bank	Fitch F1+	\$ 2,000,000.00	2.99%	December 16, 2015	107	0.004379818		
National Australia Bank	Fitch F1+	\$ 1,000,000.00	3.00%	January 6, 2016	128	0.002197233		
National Australia Bank	Fitch F1+	\$ 7,128.51	2.80%			0.000014619		
National Australia Bank	Fitch F1+	\$ 146,398.11	2.80%			0.000300226	\$ 5,653,526.62	41.41%
Auswide (Wide Bay)	S&P A2	\$ 2,000,000.00	3.04%	February 17, 2016	170	0.004453059		
Auswide (Wide Bay)	S&P A2	\$ 2,000,000.00	3.01%	October 14, 2015	44	0.004409115	\$ 4,000,000.00	29.30%
TOTAL SHORT TERM INVESTMENT		\$ 13,653,534.91		Average Days to Maturity	72.00	Weighted Average	3.22%	100.00%
% OF TOTAL INVESTMENT PORTFOLIO	A1 (max 100%) 7%	F1 (max 100%) 41%	A2 (max 80%) 44%	P2 (max 80%) 7%				
GENERAL BANK FUNDS		\$ 6,680,865.73		Total Budget Investment Earnings	-\$ 400,000.00			
TOTAL ALL FUNDS		\$ 20,334,400.64		Year to Date Investment Earnings	-\$ 84,783.06			

Cashflow of Investments



[Signature]
Reviewed by: Finance Manager

[Signature]
Approved by: Chief Executive Officer

Section 2

Financial Results

2-3 Reserves Schedule

	Balance as at 1/07/2015	TO RESERVES		FROM RESERVES		Balance as at 30/06/2016
		Original Budget	Adopted Budget	Original Budget	Adopted Budget	
Asset Related Reserves						
Property Reserve	1,531,345	0	0	0	0	1,531,345
Plant and Equipment Reserve	1,147,493	0	0	0	0	1,147,493
Infrastrucutre Reserve	4,953,259	620,416	620,416	3,800,000	3,800,000	1,773,675
	7,632,097	620,416	620,416	3,800,000	3,800,000	4,452,513
Other Reserves						
Election Expenses Reserve	150,000	0	0	0	0	150,000
Disaster Recovery Reserve	500,000	0	0	0	0	500,000
Strategic Initiatives Reserve	500,000	0	0	0	0	500,000
Unexpended Grants Reserve	169,854	0	0	0	0	169,854
Unexpended Capital Works Reserve	0	0	0	0	0	0
Developer Funds in lieu of construction	4,325,967	400,000	400,000	0	0	4,725,967
Community Grants Reserve	107,343	0	0	0	0	107,343
	5,753,164	400,000	400,000	0	4,121,231	6,153,164
Total Reserve Funds	13,385,261	1,020,416	1,020,416	3,800,000	3,800,000	10,605,677


Reviewed by: Finance Manager


Approved by: Chief Executive Officer

Section 2

Financial Results

2-4 Debtor Control Accounts

SUNDRY DEBTORS:		Aug-15						
BALANCE		CURRENT	30 DAYS	60 DAYS	90 DAYS	OVER 90 DAYS		
\$	61,611.03	37,710.72	-	2,940.00	25,748.83	-	950.03	2,041.51

RATES DEBTORS:		Aug-15		OVERDUE AS PER:		Aug-15	
		\$23,068,174.91				\$485,734.30	

INFRINGEMENTS:		Aug-15	
		\$	
Animal Infringements		118,243.86	
Public Places		10,728.00	
Parking Infringements		136,177.84	
Litter Infringements		925.00	
Signs		0.00	
Other Law and Order		0.00	
Net Balance on Infringement Debts		<u><u>266,074.70</u></u>	


Reviewed by: Finance Manager


Approved by: Chief Executive Officer

SECTION 2

Financial Results

2.5 - Creditor Accounts paid - August 2015

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
59	City of Palmerston	PETTY CASH RECOUP - 31 JULY 2015	Petty Cash Recoup - 31 July 2015	\$ 333.20
2186	Optus Billing Services Pty Ltd	13876337	Optus Evolve Internet - July 2015	\$ 2,442.00
V00148	Land Development Corporation	RATE REFUND A#113784	Rate Refund A#113784	\$ 158.22
V00148	Land Development Corporation	RATE REFUND - A#113730 & A#113756	Rate Refund - A#113730 & A# 113756	\$ 1,272.08
59	City of Palmerston	PETTY CASH RECOUP - 21 AUG 2015	PETTY CASH RECOUP - 21 AUG 2015	\$ 424.60
V00495	RTM - Department of Health	REIMBURSEMENT OF PENSION REBATE	Reimbursement of Pension Rebate	\$ 1,085.00
932	Mr I Abbott	12AUG2015	Allowance to 12 August 2015	\$ 4,124.27
4966	Mr P Bunker	12AUG2015	Allowance to 12 August 2015	\$ 802.09
4237	Ms S M McKinnon	12AUG2015	Allowance to 12 August 2015	\$ 1,247.16
4968	Mrs H M Malone	12AUG2015	Allowance to 12 August 2015	\$ 802.09
1809	Alderman G A Carter	12AUG2015	Allowance to 12 August 2015	\$ 802.09
5552	S J Shutt	12AUG2015	Allowance to 12 August 2015	\$ 502.09
4967	Mr A N Byrne	12AUG2015	Allowance to 12 August 2015	\$ 802.09
932	Mr I Abbott	26AUG2015	Allowance to 26 August 2015	\$ 4,124.27
4966	Mr P Bunker	26AUG2015	Allowance to 26 August 2015	\$ 802.09
4237	Ms S M McKinnon	26AUG2015	Allowance to 26 August 2015	\$ 1,247.16
4968	Mrs H M Malone	26AUG2015	Allowance to 26 August 2015	\$ 320.83
1809	Alderman G A Carter	26AUG2015	Allowance to 26 August 2015	\$ 802.09
5552	S J Shutt	26AUG2015	Allowance to 26 August 2015	\$ 802.09
4967	Mr A N Byrne	26AUG2015	Allowance to 26 August 2015	\$ 802.09
4563	Darwin Life Pty Ltd	00003172	PO105948 DarwinLife August 2015 - Seniors Month	\$ 490.00
4563	Darwin Life Pty Ltd	00003173	PO105949 DarwinLife August 2015-Picnic in the Park	\$ 490.00
938	Nightcliff Electrical	285	Urgent call check power Marlowes 3.7.15	\$ 93.50
5058	Jomajo Cleaning Service Pty Ltd	2145	ITC 2 - Bird Dropping and CBD sweep 2.7.2015	\$ 550.00
5104	JLM Civil Works Pty Ltd	00003776	20 sq.m reconstruction in Archer and 28 potholes	\$ 4,566.49
5104	JLM Civil Works Pty Ltd	00003777	1 pothole on Lambrick / Granites intersection	\$ 309.54
5104	JLM Civil Works Pty Ltd	00003778	2 potholes in front of 12 Hannibal Crescent	\$ 227.77
5104	JLM Civil Works Pty Ltd	00003779	1 Pothole in front of driveway of 38 Catalina Road	\$ 75.92
5104	JLM Civil Works Pty Ltd	00003780	edge patching 27m in front of 2 Brumby Court	\$ 1,419.39
5104	JLM Civil Works Pty Ltd	00003794	1. 3 sq.m reconstruction in front of 9 Beacon Crt	\$ 969.11
5104	JLM Civil Works Pty Ltd	00003787	1. Straighten Pelorus Street name sign Victoria Dr	\$ 105.14
5104	JLM Civil Works Pty Ltd	00003788	1. Replace post of KL sign along Woodroffe Ave	\$ 216.11
5104	JLM Civil Works Pty Ltd	00003789	Replac epost install new spike Hump Ahead BMX Club	\$ 251.14
5104	JLM Civil Works Pty Ltd	00003790	replace post Hazard Marker ifo 30 Driver Aveue	\$ 1,057.14
5104	JLM Civil Works Pty Ltd	00003791	1. Replace 2 post and 1 KL sign ifo 186 Forrest Pd	\$ 1,185.64
5104	JLM Civil Works Pty Ltd	00003792	Rotate Liverpool Court name sign at the inter	\$ 332.90
5104	JLM Civil Works Pty Ltd	00003795	4.8 sq.m 300mm reconstruction and asphalt Bowrey	\$ 880.28
5104	JLM Civil Works Pty Ltd	00003793	Replace 2 spikes; 2 posts and woodroffe Suburb	\$ 934.48
5104	JLM Civil Works Pty Ltd	00003798	Instal new fence 67 Bonson Tce	\$ 700.87
5104	JLM Civil Works Pty Ltd	00003799	reinstate fence panel next to 9 Sibbald Crescent	\$ 110.00
3879	Litchfield Council	2296	Exponare/GIS Support 25-26/6/15 & 3/7/15	\$ 637.46
938	Nightcliff Electrical	182	Light on top of the hill Geiod Park, Woodroffe	\$ 368.50
V00270	Janie Andrews (Artist and Designer)	14.07.2015	BUSH ANIMALS w/ Janie Andrews	\$ 250.00
5104	JLM Civil Works Pty Ltd	00003774	Replace 3.5 x 1.2 (4.2 sq.m) concrete footpath	\$ 861.85
5104	JLM Civil Works Pty Ltd	00003775	Supply and install lintel for 5 bay sep	\$ 1,051.30
5104	JLM Civil Works Pty Ltd	00003781	6 sq.m footpath replacement opposite to Terry dr	\$ 940.50
5104	JLM Civil Works Pty Ltd	00003782	Remove debris off footpath ifo 7 & 9 Sonlark	\$ 986.37
5104	JLM Civil Works Pty Ltd	00003773	Replace toilet roll holder, soap dispenser Gray Ha	\$ 110.00
4029	Totally Workwear Palmerston	100023676	Safety boot and hat for Bljay as per quote 1000012	\$ 198.00
4029	Totally Workwear Palmerston	100023677	Work Pants, Hi Vis vest and sunscreen	\$ 184.00
3313	Zip Print	10345	Senior's Month 2015 Program x 500	\$ 550.00
5104	JLM Civil Works Pty Ltd	00003784	Place compact select fill edge drop off 24 Baldwin	\$ 1,356.14
5104	JLM Civil Works Pty Ltd	00003785	Clear grate in laneway next to 9 Denebola court;	\$ 500.50
5104	JLM Civil Works Pty Ltd	00003786	Replace damaged pit lid of SEP ifo 20 Castor Crt	\$ 770.95
5104	JLM Civil Works Pty Ltd	00003796	Asphalt overlay plus pothole fee ifo 46 Vernier cc	\$ 309.54
5104	JLM Civil Works Pty Ltd	00003797	Replace 11.2 sq.m driveway at 9 Bowrey Crescent	\$ 1,772.23
4825	OracleCMS	00120579	After Hrs Call Service - APRIL 2015	\$ 585.74
2965	KIK FM Pty Ltd	09008139	PO105539 The Scoop Wed 15 July 2015 Episode 13	\$ 660.00
1568	Battery World Darwin Pty Ltd	1124793	12V - 18Ah batteries for D/C irrigation controller	\$ 935.10
2199	SBA Office National	WBI-103129	Stationery - A4 Folders	\$ 235.55
V00284	Wheelers Books	1568756	Wheelers book order	\$ 504.05
5738	All Mulched Up	270	Prune back branches from the tree Woodlake Blvd	\$ 275.00
185	Bridge Toyota	JC2412424	Service for vehicle CA71UC 30,000	\$ 553.64
272	City Wreckers	00008307	Towing - White Ford station wagon, Moulden	\$ 110.00
10	DBH Contracting	00007110	Labour irrigation repairs 1st wk July 29.6-3.7.15	\$ 4,710.66
10	DBH Contracting	00007113	Irrigation parts consumed for the month of June 15	\$ 3,361.99
5114	S.E. Rentals Pty Ltd	1500042758	Library Public Copier Rental- 31224056 -July 2015	\$ 269.17
571	Animal Care Equip & Service Pty Ltd	00023162	Dog tidy bags	\$ 235.00
256	The Bookshop Darwin	BD14265	Library Stock - QUOTE: BD3636	\$ 1,345.23
3683	Area9 IT Solutions	SIN34442	DB Wireless AC1200 GB ADSL2+Modem Router - Library	\$ 209.46
5104	JLM Civil Works Pty Ltd	00003783	Install new driveway at Lot 11406, 115 Lind Rd,	\$ 1,250.94
5104	JLM Civil Works Pty Ltd	00003772	Install new driveway at lot 12731, 42 Crosby St,	\$ 1,250.94
5104	JLM Civil Works Pty Ltd	00003771	Install new driveway at lot 11321, 17 Currie St	\$ 686.69
V00368	iWater NT	105	Labour/Irrigation Repairs - Wk 1&Wk 2 JULY 2015	\$ 3,901.75
10	DBH Contracting	00007111	Labour irrigation repairs Wk 2 July 6.7 - 10.7.15	\$ 3,925.36
2917	Special Children's Christmas Party	201502502	Advertising Spornship - SCCP	\$ 1,100.00
2664	Forpark Australia (SA/NT)	00002588	Joan Fejo Park - supply & install ab hip swinger	\$ 550.00
549	City of Darwin	88883	Reimb to COD - Toll Courier Service	\$ 50.40
549	City of Darwin	89317	Toll Priority Courier Service	\$ 67.60
4065	Southern Cross Protection Pty Ltd	712563	Security Patrols - July 2015 to June 2016	\$ 1,952.69
V00480	Design Flow Consulting Pty Ltd	2398	Review of Durack Lakes proposal - Dr Robin Allison	\$ 836.00

2915	Territory Uniforms	15-00003834	Uniforms for Finance	\$	199.85
18	Integrated Land Information System	LTO78000031523	Land Searches 26/6/2015 - 25/07/2015	\$	27.40
5104	JLM Civil Works Pty Ltd	00003344	2 x roundabout giveaway sign Pump/Bauldry	\$	1,261.56
2199	SBA Office National	DBI-31597	Supply 1x YS21 LINCOLN Draughtsman Chair	\$	238.00
V00292	Melbourne Business School Ltd	133337	Executive Coaching	\$	4,504.50
V00485	Emily Fanning	REIMBT - GIFT FOR JAPANESE DELEGATE	Reimbursement - Gift for Japanese Delegate	\$	85.00
V00484	Australian Marine Conservation Society	KEY DEPOSIT REFUND R#70673	Key Deposit Refund R#70673	\$	60.00
47	Telstra Corporation Ltd	464 0728 244/T311 (2/8/2015)	TMS35 Satellite Plan (46072844) - AUGUST 2015	\$	105.00
5104	JLM Civil Works Pty Ltd	00003702	Install new driveway at lot 12760, 7 Follington St	\$	1,980.02
4775	Ms B Kimberley	REIMB - TAXI FARES - ADELAIDE COPAL	Reimb - Taxi Fares - Adelaide COPAL Workshop	\$	74.94
V00483	Bianca Argoon	PRORATA DOG REGISTRATION REFUND	Prorata Dog Registration Refund A#117678	\$	40.00
V00354	Elders Real Estate Palmerston	REFUND - STOLEN BIN PAID FOR TWICE	Refund - Stolen Bin Paid for Twice	\$	70.00
V00484	Australian Marine Conservation Society	REFUND - CLEANING DEPOSIT R#70673	Refund - Cleaning Deposit R#70673	\$	150.00
2690	Turner & Townsend Thinc Pty Ltd	115212 - BALANCE	Balance on invoice 115212 short paid	\$	657.47
3683	Area9 IT Solutions	SCN01199	Credit PO105679	\$	92.60
3313	Zip Print	10365	2015 Pre Cyclone Clean Up Brochure x 12500	\$	1,419.00
5716	UHY Haines Norton Chartered Accountants	21882	CS2014-02: 01/07/14..30/06/15	\$	13,370.50
2236	The Top Ender Tri-Services Magazine Inc	00002985	PO105537 The Top Ender August/September 2015	\$	144.00
5738	All Mulched Up	271	remove ang sg 2 dead rosewoods in 25 Gumnut Crt	\$	370.00
5738	All Mulched Up	272	remove dead Acacia from over playground Acension	\$	418.00
5738	All Mulched Up	273	remove vegetation over footpath in Long Park	\$	242.00
5738	All Mulched Up	274	Remove two declining Eucs and extra stump Dunbar P	\$	803.00
5738	All Mulched Up	275	Remove and sg dead tree in Phoenix park Opp#28	\$	88.00
5738	All Mulched Up	276	Remove and sg trunk/stump in Marlow Lagoon res	\$	88.00
5738	All Mulched Up	277	Remove mango from over footpath on Tilston/Temple	\$	132.00
5738	All Mulched Up	278	Tracey Park grind and poison stumps remnant Neems	\$	165.00
5738	All Mulched Up	279	Remove hanger from Sibbald Park.	\$	55.00
938	Nightcliff Electrical	341	Investigate lights in Father Gerry Remi Park	\$	219.45
938	Nightcliff Electrical	303	Reinstate the PL23 in Hobart Park	\$	204.60
5738	All Mulched Up	280	remove sg declining Tabuia from verge 15 Rillstone	\$	308.00
4929	Barramundi Group	VWCS96415	30000 kms servicing for Volkswagon CB29KQ,	\$	608.00
3594	Comics NT	4874	Comics NT Invoice - 22/07/2015	\$	245.43
938	Nightcliff Electrical	361	Replace lights at Library	\$	251.90
4737	D & L Plumbing & Gasfitting	6107	Check for the low pressure of waterbubbler Civic	\$	159.50
4737	D & L Plumbing & Gasfitting	6108	Unblock the disable toilet wash basin Gray CH	\$	99.00
4737	D & L Plumbing & Gasfitting	6109	Repair to zip flush unit Library	\$	313.50
4737	D & L Plumbing & Gasfitting	6110	Install a tap outside at the wall of fusion café	\$	643.50
3683	Area9 IT Solutions	SIN34448	Library Comms Room - Smart UPS & HDD Ext 4TB	\$	1,593.39
938	Nightcliff Electrical	345	Analyse and replace faulty contactor Bore W'roffe	\$	531.63
5357	Amiable Communications - Amy	7	Facilitation of film workshop and editing of film	\$	400.00
3880	PAWS Darwin Limited	00000060	Pound Management - June 2015	\$	3,751.00
1607	Sterling NT Pty Ltd	00040754	clear litter long grass from verge 31 Cuthbertson	\$	115.00
V00073	Off the Leash	00000997	LIBRARY: June Advert 2014	\$	396.00
4538	Byrne Design & Drafting	INV00353	Fee Proposal for Asset Valuation	\$	176.00
5104	JLM Civil Works Pty Ltd	00003814	KL sign to be reinstated near 56 Sibbald Cr	\$	52.57
5104	JLM Civil Works Pty Ltd	00003806	replace 2x fence panel and 1x post at Temple Tce	\$	1,512.70
5104	JLM Civil Works Pty Ltd	00003811	Fencing gates around various drains in Palmerston	\$	2,006.80
5104	JLM Civil Works Pty Ltd	00003813	Reinstate KL sign at Kettle St/Cook St RAB	\$	52.57
5104	JLM Civil Works Pty Ltd	00003816	Reinstate street sign at int at McKinnon & Baban	\$	52.57
5104	JLM Civil Works Pty Ltd	00003803	Cleaning of Shed toilet twice a week - for July 15	\$	440.00
5104	JLM Civil Works Pty Ltd	00003805	Supply and install new cupboard, Civic Plaza	\$	1,631.47
5104	JLM Civil Works Pty Ltd	00003807	Relocate the charging station to the wall Library	\$	135.80
5104	JLM Civil Works Pty Ltd	00003808	Install new aluminium panels to block Library	\$	418.15
5104	JLM Civil Works Pty Ltd	00003812	weeds on the bothside of the pavement Scanlan Crt	\$	79.43
5104	JLM Civil Works Pty Ltd	00003818	1 X pothole to be patched at overflow car park	\$	75.92
5104	JLM Civil Works Pty Ltd	00003815	replace cevron on south west side at intersection	\$	280.35
5104	JLM Civil Works Pty Ltd	00003809	Install 2xhooks on the backside of each door Rec	\$	110.00
5104	JLM Civil Works Pty Ltd	00003820	1, 1 X pothole to be Patched at 11 Cammel Ct	\$	151.86
5104	JLM Civil Works Pty Ltd	00003822	Replace 37sqm of footpath at Sextant & Prism	\$	5,761.33
5104	JLM Civil Works Pty Ltd	00003823	Replace 25sqm of footpath at Melastoma & Install	\$	3,594.79
5104	JLM Civil Works Pty Ltd	00003821	1 X pothole to be patched at RAB Forrest Odgaard	\$	75.92
5104	JLM Civil Works Pty Ltd	00003819	1. 2X pothole to be patched at McKinnon	\$	227.78
5104	JLM Civil Works Pty Ltd	00003817	Pothole to be patched at front of 53 Corypha Cct	\$	75.92
5104	JLM Civil Works Pty Ltd	00003825	1. Street sign to be reinstated at Macadonnell	\$	157.70
5104	JLM Civil Works Pty Ltd	00003804	Install new driveway at Lot 12743, 63 Crosby St,	\$	1,786.97
5104	JLM Civil Works Pty Ltd	00003810	Install new drivewat at Lot 11366, 108 Lind Rd,	\$	686.68
5104	JLM Civil Works Pty Ltd	00003824	Install new driveway at Lot 12771, 20 Grumman CT,	\$	686.68
4508	News 4 U	SN00 1667 3107 2015	Newspapers - CEO - JULY 2015	\$	52.05
4790	Urban Play Pty Ltd	00011809	Fr Gerry Remie Park - supply & deliver park equ	\$	56.98
5104	JLM Civil Works Pty Ltd	00003827	"silt at the edge of the pavement to be removed	\$	79.43
5104	JLM Civil Works Pty Ltd	00003826	"1X pothole to be patched with hot mix	\$	75.92
4007	Ark Animal Hospital Pty Ltd	88842	Euthanasia - puppy found in drain	\$	66.00
5038	Central Tree Services	699	Tree maintenance - various	\$	10,703.00
4398	Quality Indoor Plants Hire	56715	Civic Centre Plant Hire and Maintenance JULY 2015	\$	102.40
5	Australia Post	1004372220	Postage Charges - JULY 2015	\$	4,771.78
47	Telstra Corporation Ltd	311 - 4640728160 - JULY/AUG 15	WAP/Internet (4640728160) - July/Aug 2015	\$	229.33
350	IBM Global Financing Australia Limited	IMB LEASES - AUGUST 2015	IBM Leases (Servers & Desktop PC) - August 2015	\$	4,087.61
V00328	Capital Security (NT) Pty Ltd	00001530	CAPITAL Security W/E - 26/07/2015	\$	203.35
4508	News 4 U	SN00 1342 3107 2015	Library Newspapers - JULY 2015	\$	248.65
V00328	Capital Security (NT) Pty Ltd	00001483	CAPITAL Security W/E - 05/07/2015	\$	360.37
256	The Bookshop Darwin	BD14224	Library Stock - QUOTE:BD3617	\$	1,940.18
5508	Open Systems Technology Pty Ltd	SI003045	Enhancement Plan NAV/CouncilFirst Yearly Licence	\$	48,011.70
54	Powerwater	PI000486	FORTNIGHT 2016- 3 - From Payroll	\$	615.00
26	Viva Energy Australia Ltd	1601562357	Fuel Cards - July 2015	\$	6,278.88
V00385	Automobile Association of Northern Territory -AANT	0505000549188 7.8.2015	AANT Roadside Assist - New Vehicles	\$	351.00
3438	NT Shade & Canvas Pty Ltd	00000684	Remove shade sail over playground Phoenix Park	\$	880.00
V00328	Capital Security (NT) Pty Ltd	00001544	CAPITAL Security W/E - 02/08/2015	\$	369.58
5665	Peter Pal Library Supplier	A175052	Peter Pal order - A175052	\$	342.98

1743	TNT Australia Pty Ltd	46501473	Pick up and deliver rates envelopes	\$	483.73
2	Australian Taxation Office	PAYG WE09082015	PAYG WE09082015	\$	57,178.00
4538	Byrne Design & Drafting	INV00357	TS2015-07 - Goyder Sq - Super - 1/7/15 to 21/7/15	\$	8,008.00
V00328	Capital Security (NT) Pty Ltd	00001554	CAPITAL Security W/E - 09/08/2015	\$	263.48
47	Telstra Corporation Ltd	887928770-9 - 0675506800	MS Exchange Online - July 2015	\$	747.80
5568	Mr E F Gojar	REIBURSE HOME INTERNET - JULY 2015	Reiburse Home Internet 27 June-23 July 2015	\$	93.00
V00351	Charles Darwin University	225017	CDU Course Fees	\$	2,800.00
V00488	Gary Boyle	REIMBURSEMENT - OCHRE CARD RENEWAL	Reimbursement - Ochre Card Renewal	\$	57.00
V00488	Gary Boyle	REIMB - AIRPORT CAB CHARGES	Reimb - Airport Cab Charges	\$	101.94
5031	All Aspects Recruitment & HR Services	00011763	Temp Staff - W/E 9/8/2015	\$	2,362.69
V00299	EPAC Salary Solutions Pty Ltd	172860-130815	Salary Packaging - PAY 3	\$	1,179.69
V00490	Geoff A Carter	REIMBURSE FOR THRIFTY HIRE VEHICLE	Reimburse for Thrifty Hire Vehicle 20/7/15	\$	355.00
V00489	Bronwen McLauchlan	BOOK REFUND - 'THE FOREST OF SILENC	Book Refund - 'The forest of silence' R#72011	\$	20.00
2238	Hollands Print Solutions Pty Ltd	00030555	Envelopes and letterhead	\$	1,131.00
1607	Sterling NT Pty Ltd	00040786	Long grass mowing on the Tilston Verge	\$	143.00
V00228	Outback Tree Service	0162	Remove and sg dead Rosewood from verge 5 Diamond	\$	935.00
5104	JLM Civil Works Pty Ltd	00003851	All signs and traffic Controls - Signs CBD	\$	3,977.60
5104	JLM Civil Works Pty Ltd	00003829	remove graffiti - various parks	\$	687.50
5104	JLM Civil Works Pty Ltd	00003828	play equipment repairs various parks	\$	2,426.77
5104	JLM Civil Works Pty Ltd	00003832	Street signs Driver	\$	52.57
4598	Repco Authorised Service	38,668	Towing of vehicle CA59GI for izuzu Dmax	\$	83.50
3099	Iron Mountain Australia Pty Ltd	500548-AT1	Records Management - July 2015 to Dec 2015	\$	1,363.23
256	The Bookshop Darwin	BD14275	Library Stock	\$	974.79
2707	Water Dynamics Australia Pty Ltd	SLI21039192	Labour for irrigation repairs 20.7-24.7.15 week 4	\$	2,992.00
2707	Water Dynamics Australia Pty Ltd	SLI21039182	Labour for irrigation repairs 27.7-31.7.15 week 5	\$	4,312.00
2707	Water Dynamics Australia Pty Ltd	SLI21039179	Irrigation parts consumed for thwe month July 2015	\$	4,752.13
5104	JLM Civil Works Pty Ltd	00003830	Sibbald, Tilston, Fish River Sanctuary Lakes litte	\$	363.00
5104	JLM Civil Works Pty Ltd	00003831	Lambrick Ave & 10 Betano Street Johnston - Trees	\$	758.45
5104	JLM Civil Works Pty Ltd	00003834	Park repairs	\$	4,645.25
4912	Remote Area Tree Services Pty Ltd	00002408	Zuccoli (stage 2) - street tree maintenance	\$	4,400.00
4912	Remote Area Tree Services Pty Ltd	00002340	Lakeview Blvd street tree maintenance	\$	3,300.00
798	YMCA of the Top End Inc	5815	CS2004-01: July 2015	\$	31,418.75
938	Nightcliff Electrical	399	Fix the problems with non working 3 speakers Lib	\$	187.00
5104	JLM Civil Works Pty Ltd	00003850	RAB near 186 Forrest Parade,	\$	502.28
5104	JLM Civil Works Pty Ltd	00003838	Remove dead cat from 84 Bonson Tce	\$	88.77
5104	JLM Civil Works Pty Ltd	00003849	Eucharla St and Forrest Parade sign	\$	105.14
5104	JLM Civil Works Pty Ltd	00003842	signs Johnston	\$	683.35
5104	JLM Civil Works Pty Ltd	00003841	Signs Rosebery	\$	543.18
5104	JLM Civil Works Pty Ltd	00003833	1. Replace lid in infront of left side pit De Mest	\$	712.55
5104	JLM Civil Works Pty Ltd	00003840	remove weeds from the pavement near 18 Negri St	\$	79.43
5104	JLM Civil Works Pty Ltd	00003839	various signs bakewell	\$	700.89
5104	JLM Civil Works Pty Ltd	00003836	Replace burnt out bin in Essington Park	\$	140.17
5104	JLM Civil Works Pty Ltd	00003837	1 X pothole to be patched hotmix at 19 Mannikan	\$	309.55
2965	KIK FM Pty Ltd	99008175	PO105541 The Scoop Wed 29 July 2015 Episode 15	\$	660.00
V00443	Top End Hydraulic Services P/L T/A Forecast Machin	00001518	Truxor repairs,	\$	330.00
V00368	iWater NT	106	labour for irrigation repairs Wk 4 & 5 July 2015	\$	1,200.00
5104	JLM Civil Works Pty Ltd	00003843	Plant equipment	\$	1,424.12
5104	JLM Civil Works Pty Ltd	00003844	Plant Equipment	\$	1,851.34
5036	Territory Door Services	00011272	Library - PO105893 & PO105922	\$	313.50
5104	JLM Civil Works Pty Ltd	00003847	Provide all plant and equipment	\$	1,993.76
5104	JLM Civil Works Pty Ltd	00003846	Provide Plant Equipment Gray	\$	1,993.76
5104	JLM Civil Works Pty Ltd	00003845	Provide all plant and equipment	\$	2,373.53
4528	Miranda's Armed Security Officers Pty	PCC1017	Cash Collection - July 2015	\$	554.40
394	Civica Pty Limited	C/LG002184	Authority DR Services SEPT 2015	\$	3,311.00
25	Solidarity Cleaning Services	00013495	Civic Plaza cleaning for July including rangers	\$	4,233.35
25	Solidarity Cleaning Services	00013496	Library cleaning for July including weekend clean	\$	4,312.55
25	Solidarity Cleaning Services	00013497	Gray Comm Hall cleaning for July	\$	1,443.75
25	Solidarity Cleaning Services	00013498	Marlow Lagoon Exeloo cleaning for July	\$	962.50
25	Solidarity Cleaning Services	00013499	Sanctuary Lakes exeloo cleaning for July	\$	481.25
4679	iSentia Pty Ltd	MN0592657	iSentia Media Monitoring Aug 2015	\$	523.20
337	Darwin Glass (NT) Pty Ltd	37648	Replace 6.38mm grey laminated Library	\$	432.00
5104	JLM Civil Works Pty Ltd	00003848	Provide all plant and equipment	\$	884.07
5104	JLM Civil Works Pty Ltd	00003835	Install new driveway at Lot 11370, 100 Lind Rd,	\$	686.68
4029	Totally Workwear Palmerston	100024171	Uniforms	\$	74.80
40	Geminex Northern Territory	GXAJS561	Uniforms-Shirts Mens polo premier for Bijay	\$	58.23
87	Industrial Power Sweeping Services Pty	00010125	Carry out street sweeping for JULY 2015	\$	18,325.96
1963	Western Australian Local Government	13054608	Review Contract Template	\$	440.00
798	YMCA of the Top End Inc	5816	Rental Income Subsidy JULY 2015	\$	5,798.45
112	Beaurepaires	U855351567	New tyres for vehoile CA18AN	\$	1,433.31
5104	JLM Civil Works Pty Ltd	00003852	Vandalism - Marlow Lagoon - Removal of Signs	\$	440.00
112	Beaurepaires	6407450702 REF:U855351598	New tyre for Hilux CB63UL	\$	300.35
639	Cleanaway	15538367	TS2014/01 - July 2015 Cleanaway - Library	\$	163.66
639	Cleanaway	15538370	TS2014/01 - July 2015 Cleanaway - Civic Centre	\$	118.50
639	Cleanaway	15538373	TS2014/01 - July 2015 Cleanaway - Driver R / C	\$	48.10
639	Cleanaway	15538376	TS2014/01 - July 2015 Cleanaway - Gray Comm Hall	\$	20.16
639	Cleanaway	15540714	TS2014/01 - April 2015 Cleanaway - Dog Pound	\$	12.96
639	Cleanaway	15540980	TS2014/01 - July 2015 Cleanaway - Woodroffe P/S	\$	7.92
639	Cleanaway	15540702	TS2014/01 - April 2015 Cleanaway - Depot	\$	183.04
828	Southern Cross Darwin	00032462	Repair to Pump 1- replace mechanical seal check	\$	5,044.03
571	Animal Care Equip & Service Pty Ltd	00023220	1x Pallet of Dog Tidy Bags & Freight.	\$	4,040.00
4007	Ark Animal Hospital Pty Ltd	89423	Euthanasia - 7391 & 7348	\$	132.00
4007	Ark Animal Hospital Pty Ltd	89425	Euth - 7380,7452,7277,7395,7392,7378,7379,7451	\$	528.00
10	DBH Contracting	00007121	Labour irrigation repairs Wk 3 July 13.7-17.7.15	\$	6,077.30
274	CSG Business Solutions (NT) Pty Ltd	INV00040101	Canon Copier IRADVC5255 - July 2015	\$	1,816.89
V00271	Fuji Xerox Business Centre NT	AB00015696	Fuji Xerox Copier Readings x2 - Aug 2015	\$	1,281.59
4619	Darwin Office Technology P/L	SA00256660	Copier Readings - CAH021927 - July 2015	\$	201.94
V00315	HWL Ebsworth Lawyers	541108	Professional Services JULY 2015 - Animal By-Laws	\$	841.50
4619	Darwin Office Technology P/L	SA00256661	Toshiba Copier Readings - CWJ021851 - 15 July 2015	\$	180.81

4619	Darwin Office Technology P/L	SA00256662	Toshiba Copier Readings - CSJ019412 - 15 July 2015	\$	400.62
4619	Darwin Office Technology P/L	SA00256663	Toshiba Copier Readings - CHC229546 - 15 July 2015	\$	367.87
123	Kerry's Automotive Group	NINN437658	90,000KLM Service of Nissan Navara CA10JO	\$	262.35
1791	S & M Building Services	2015/46	Replace 3x triangular shade at kids pool with 80%	\$	10,780.00
4963	Centratech Systems Pty Ltd	00002680	Controller repairs at various locations due to	\$	9,995.70
V00075	Mercury Search & Selection Pty Ltd (T/A Fit2Work)	1296490	Australian Employee Police Checks July 2015	\$	40.59
V00228	Outback Tree Service	0164	Remove and SG Large Neem trees verge of McGuire	\$	2,904.00
V00228	Outback Tree Service	0165	Remove SG dead Rosewood verge opp 137 W'lake	\$	517.00
3683	Area9 IT Solutions	SIN34674	Service Agreement - Managed IT Services AUG 2015	\$	11,564.78
846	Nationwide News NT Division	38812816	Advertisement Charges JULY 2015	\$	8,962.70
35	Staples Australia Pty Limited	MULTIPLE INVOICES	LIBRARY Stationary Order - 31/07/2015	\$	29.58
47	Telstra Corporation Ltd	0475125701	903 2687 000- Mainline/Mobile - 13 August 2015	\$	5,252.08
V00494	Catherine Smith	DOG REGO REFUND - A#111297	Dog Rego Refund - A#111297	\$	40.00
4660	Assetic Australia Pty Ltd	INV005300	Annual Support and Maint (July 2015 - June 2016)	\$	10,914.75
V00496	Nicole Elliott	69502 RECEIPT REFUND	Receipt 69502 refund cleaning bond Sanctuary Lakes	\$	150.00
2161	GHD Pty Ltd	2174816	Undertake works required for the Pollution Abatement	\$	26,614.94
4816	CS Services NT	00004424	TS2011/03 - Provide services for the month of July	\$	164,886.44
549	City of Darwin	89526	Shoal Bay Weigh Bridge Charges JULY 2015	\$	40,519.80
215	Employee Assistance Services NT Inc (EASA)	00024241	EAp Usage report - April to June 2015	\$	300.00
V00078	BMD	008003529	TS2015-06 - Claim 2 - July 2015	\$	307,752.76
639	Cleanaway	15539291	TS2014/01 - July 2015 Cleanaway - Tenements	\$	239,496.16
47	Telstra Corporation Ltd	8562326704	8653607600 - Public Internet Library - August 2015	\$	310.00
V00497	Anne Maries Lane Benaiah	RECEIPT 72262 REFUND	Receipt 72262 - Temp membership deposit refund	\$	45.00
V00285	Palmerston & Rural Seniors Week Committee	RECEIPT 68732 - REFUND	Receipt 68732 - refund deposit bonds	\$	210.00
4679	iSentia Pty Ltd	CRMN0099665	CR/Adj Note CRMN0099665	-\$	4.15
3879	Litchfield Council	2309	Exponare/GIS Support - July 2015	\$	333.85
2199	SBA Office National	SBI-106384	Supply 2x adjustable footrest with non-skid base	\$	144.90
4737	D & L Plumbing & Gasfitting	6115	Locate the water leak, dig up supply and install	\$	990.00
5204	Voyager Trailers	00002034	COPAL - metal box for Imagination Playground Trail	\$	800.00
272	City Wreckers	00008472	Towing and Storage: Hyundai Sedan, NT Rego CA56ST	\$	110.00
272	City Wreckers	00008473	Towing and Storage: Holden sedan NT Rego: 719320	\$	110.00
V00166	Diamond International Events T/A Trina's Catering	151612	Catering - Council Meeting 7/7/2015	\$	200.00
V00166	Diamond International Events T/A Trina's Catering	151614	Catering - Council Meeting 4/8/2015	\$	200.00
V00166	Diamond International Events T/A Trina's Catering	151613	Catering - Council Meeting 21/7/2015	\$	200.00
5000	Australasian Playgrounds Pty Ltd T/a	5183	Play Equipment - Supply and deliver Marlow Lagoon	\$	362.76
5104	JLM Civil Works Pty Ltd	00003865	Modify pit main chamber to install Humes types	\$	3,217.13
3683	Area9 IT Solutions	SIN34714	IBM Ultrium LTO 5 Tape Cartridge - Server Backup	\$	476.52
V00368	iWater NT	107	Replace poly laterals on the Chung Wah	\$	11,200.00
V00315	HWL Ebsworth Lawyers	543770	Advice - Insurance Bonds 4/08/2015	\$	1,564.20
5508	Open Systems Technology Pty Ltd	S1003043	NAV Professional Services - July 2015	\$	1,179.75
112	Beaurepaires	6407469283 REF:U855351850	Ranger Vehicle - New battery 999 620	\$	157.25
5104	JLM Civil Works Pty Ltd	00003856	KL sign to be replaced at near intersection Bonson	\$	280.35
5104	JLM Civil Works Pty Ltd	00003867	"reinstate RAB sign at intersection CBD	\$	52.57
5104	JLM Civil Works Pty Ltd	00003868	Replace one damaged lintels at 12 Schombacher	\$	700.87
5104	JLM Civil Works Pty Ltd	00003871	Replace 2 sections of footpath corner Farrar	\$	2,156.15
5104	JLM Civil Works Pty Ltd	00003872	Replace section of footpath 2m x 2m near Bryant	\$	627.00
5104	JLM Civil Works Pty Ltd	00003873	Replace section of footpath behind #5 Troughton	\$	1,413.69
5104	JLM Civil Works Pty Ltd	00003874	Replace section of South Lake 5 behind # 21 piper	\$	1,003.20
5104	JLM Civil Works Pty Ltd	00003875	Replace Keep Left sign in front of 27 Emery Avenue	\$	490.61
5104	JLM Civil Works Pty Ltd	00003876	Reinstate Chevron sign at Inverway Circuit, Farrar	\$	52.57
5104	JLM Civil Works Pty Ltd	00003877	Divit in front of 2 Wakelin Close	\$	220.00
5104	JLM Civil Works Pty Ltd	00003878	Temporary fencing around PL23 in Hobart Park,	\$	242.00
5104	JLM Civil Works Pty Ltd	00003891	landscape maintenance	\$	3,368.70
5104	JLM Civil Works Pty Ltd	00003892	Sanctuary Lakes & Ormiston Park - mulch	\$	3,119.05
5104	JLM Civil Works Pty Ltd	00003897	Sr Frederick Mangan Park - remove graffiti	\$	55.00
5104	JLM Civil Works Pty Ltd	00003898	various areas litter	\$	440.00
5104	JLM Civil Works Pty Ltd	00003899	various park equipment	\$	3,743.30
5104	JLM Civil Works Pty Ltd	00003857	signs at school Emery and Temple	\$	940.34
5104	JLM Civil Works Pty Ltd	00003855	Various Signs	\$	689.18
5104	JLM Civil Works Pty Ltd	00003903	Post of Hazard Marker/ KL along Maluka Drive	\$	75.92
35	Staples Australia Pty Limited	9015582444	LIBRARY Stationary Order - 31/07/2015	\$	205.87
5104	JLM Civil Works Pty Ltd	00003854	various sign replacements.	\$	1,162.28
5104	JLM Civil Works Pty Ltd	00003861	Signs Pinelands	\$	887.78
5104	JLM Civil Works Pty Ltd	00003900	KL sign post to be replaced at RAB of Bonson Tce	\$	601.58
5104	JLM Civil Works Pty Ltd	00003901	bunting pit hole at McKinnon Road	\$	110.00
5104	JLM Civil Works Pty Ltd	00003902	Remove two safety house street signs	\$	105.13
10	DBH Contracting	00007124	Labour irrigation repairs Wk 4 July 20.7-24.7.15	\$	319.86
5104	JLM Civil Works Pty Ltd	00003860	signs Bellamack	\$	619.10
10	DBH Contracting	00007125	Labour irrigation repairs Wk 5 July 27.7-31.7.15	\$	4,434.27
272	City Wreckers	00008490	Towing and Storage: Ford Falcon WA Rego 1AEG768	\$	110.00
5104	JLM Civil Works Pty Ltd	00003858	remove rust and repaint the steel work on rotunda	\$	1,318.35
5104	JLM Civil Works Pty Ltd	00003881	Supply the material and tradesperson civic plaza	\$	248.44
5104	JLM Civil Works Pty Ltd	00003882	Replace 1.8sqm of footpath moulden	\$	282.15
5104	JLM Civil Works Pty Ltd	00003883	Supply excavator, truck and labour dig Car Park CC	\$	2,985.70
5104	JLM Civil Works Pty Ltd	00003884	Resecure the fence panels, supply and install ML	\$	723.25
5104	JLM Civil Works Pty Ltd	00003885	Remove the sanitary pad from the closet at Marlow	\$	88.00
5104	JLM Civil Works Pty Ltd	00003886	Sweep up the glasses from Bonson/McGuire intersect	\$	110.00
5104	JLM Civil Works Pty Ltd	00003887	Install, supplied desk partitioning to 1x finance	\$	314.05
5104	JLM Civil Works Pty Ltd	00003888	Replace 3.45sqm footpath at Tilston Avenue Bonson	\$	540.79
5104	JLM Civil Works Pty Ltd	00003889	Call out - (19.07.2015) - sweep the broken glasses	\$	502.28
5104	JLM Civil Works Pty Ltd	00003890	Supply and replace two hinges Rec Centre	\$	312.57
5104	JLM Civil Works Pty Ltd	00003893	Install 2 new bolts SW Pit Bakewell	\$	173.64
5104	JLM Civil Works Pty Ltd	00003894	Clean and reinstate the lid behind 14 Timpson Crt	\$	276.31
5104	JLM Civil Works Pty Ltd	00003895	Reinstate the King Street name sign at the int	\$	52.57
5104	JLM Civil Works Pty Ltd	00003896	Fill the hole next to footpath in front of Moulden	\$	110.00
337	Darwin Glass (NT) Pty Ltd	37670	Reglaze fixed panel window 6.38mm	\$	435.00
3438	NT Shade & Canvas Pty Ltd	00000703	remove all shade sails over playground in Tiverton	\$	4,620.00
5036	Territory Door Services	00011346	Check and fix the malfunctioning sensor Library	\$	198.00

5533	Custom Av Pty Ltd	00352645	Monthly Fire Indication Panel Test July Depot	\$	28.74
5533	Custom Av Pty Ltd	00352638	Monthly Fire Indication Panel Test July Civic Cnt	\$	185.83
5533	Custom Av Pty Ltd	00352639	Monthly Fire Indication Panel Test July Rec Centre	\$	202.87
5533	Custom Av Pty Ltd	00352640	Monthly Fire Indication Panel Test July Aquatic Cn	\$	109.90
5533	Custom Av Pty Ltd	00352641	Monthly Fire Indication Panel Test July Joy Anders	\$	21.30
5533	Custom Av Pty Ltd	00352642	Monthly Fire Indication Panel Test July Library	\$	178.67
5533	Custom Av Pty Ltd	00352643	Monthly Fire Indication Panel Test July Driver RC	\$	118.10
5533	Custom Av Pty Ltd	00352644	Monthly Fire Indication Panel Test July Gray CH	\$	28.74
3254	Department of Lands & Planning & the Environment	749003641	Valuation Costs 2015/2016 VG	\$	77,741.31
5104	JLM Civil Works Pty Ltd	00003879	Weed Removal Santurary lakes B Friday 31.07.2015	\$	438.04
5104	JLM Civil Works Pty Ltd	00003880	Weed Removal Sanctuary Lakes C - 7.8.2015	\$	876.08
V00193	Amcom Pty Ltd	68842-070815 REF:2885973	AmCom IP Tel Service: DoC ID: 254519 AUGUST 2015	\$	3,169.41
5104	JLM Civil Works Pty Ltd	00003866	Replace damaged lintels of two bay SEP Woodroffe	\$	1,401.73
4827	Balance Diet Centre	16852	ACTIVATE - Supermarket tours	\$	165.00
4827	Balance Diet Centre	16851	ACTIVATE - Supermarket tours	\$	165.00
V00415	Stockwell Water & Gas Pty Ltd	00000983	Supply and install Drinking Fountains at selected	\$	33,790.01
V00487	Flowers by Elise	3875	Orchids Foliage and Sundries for Seniors Week	\$	904.86
173	Initial Hygiene	95414037	Hygeine Service - 25/7 to 24/8/2015	\$	1,117.15
V00498	Coffs Harbour City Council	1008731	Full Registration conference "Go Karting"	\$	1,760.00
4280	DataBank Escrow Services Pty Ltd	10060834	Authority Data Storage - Annual Fee	\$	302.83
10	DBH Contracting	00007136	Undertake TS2013/03 for the month of July 2015	\$	88,777.98
479	Jardine Lloyd Thompson Pty Ltd	048-017324	Personal Accident - 31/7/15 to 31/7/2016	\$	1,438.80
479	Jardine Lloyd Thompson Pty Ltd	048-017325	Motor Vehicle - Instalment 1	\$	5,293.75
V00131	Lori Uden	REIMBURSE - SUPPLIES - FLIC NICS	Reimburse - supplies - Flic Nics	\$	81.60
479	Jardine Lloyd Thompson Pty Ltd	048-017323	Workers' Compensation - Instalment 1	\$	26,052.32
479	Jardine Lloyd Thompson Pty Ltd	048-017434	Industrial Special Risk Insurance - Instalment 1	\$	28,218.49
479	Jardine Lloyd Thompson Pty Ltd	048-017326	Councillors & Officers Liab - 31/7/15 to 31/7/2016	\$	14,568.40
V00328	Capital Security (NT) Pty Ltd	00001586	CAPITAL Security W/E - 16/08/2015	\$	372.41
5104	JLM Civil Works Pty Ltd	00003853	TS2015-06 - New Bin Enclosure	\$	3,539.64
5031	All Aspects Recruitment & HR Services	00011776	Temp Staff - W/E 16/8/2015	\$	3,003.42
4538	Byrne Design & Drafting	INV00345	TS2014-08 - 9/6/15 to 21/7/15	\$	181.50
112	Beaurepaires	6407464056 REF:U855351784	Repair tyre Colorado CB02JN	\$	1,230.80
2690	Turner & Townsend Thinc Pty Ltd	115483	Birripa Court Rosebery - QS Disbursements	\$	2,475.00
V00499	Multicultural Council of the Northern Territory Inc	GRANT	"Helping Migrants find work around Palmerston"	\$	500.00
353	Otis	1409070	Quarterly Lift Maintenance for Civic Plaza	\$	2,252.99
V00493	Judith Roberts	2013/2014 - TEMP MEMBERSHIP REFUND	2013/14 Library Temp Membership Refund R#766051	\$	45.00
54	Powerwater	62874648	202810210 - 01.07.2015 to 30.09.2015	\$	903.17
54	Powerwater	62874135	204426110 - 01.07.2015 to 30.09.2015	\$	925.23
54	Powerwater	62801614	2011848310 - 01.07.2015 to 30.09.2015	\$	1,876.68
54	Powerwater	62801682	204417610 - 01.07.2015 to 30.09.2015	\$	2,059.89
54	Powerwater	62874259	3014563510 - 01.07.2015 to 30.09.2015	\$	2,683.91
54	Powerwater	62874203	3012303110 - 01.07.2015 to 30.09.2015	\$	2,408.20
54	Powerwater	62874640	2012020910 - 01.07.2015 to 30.09.2015	\$	587.38
54	Powerwater	62886721	2014563310 - 16.06.2015 to 15.07.2015	\$	8.10
54	Powerwater	62979701	2012299610 - 04.07.2015 to 31.07.2015	\$	359.67
54	Powerwater	62801615	2012299610 - 02.06.2015 to 03.07.2015	\$	411.06
54	Powerwater	62969359	2011848310 - 04.07.2015 to 31.07.2015	\$	164.33
54	Powerwater	62980353	204417610 - 04.07.2015 to 31.07.2015	\$	57.10
54	Powerwater	62874257	2014563410 - 16.06.2015 to 15.07.2015	\$	2,335.06
54	Powerwater	62969098	2012299510 - 04.07.2015 to 31.07.2015	\$	167.93
V00295	Jacana Energy	62874604	102810210 - 17.06.2015 to 15.07.2015	\$	912.98
V00295	Jacana Energy	62873994	104426110 - 16.06.2015 to 15.07.2015	\$	295.70
V00295	Jacana Energy	62981444	1011831010 - 01.07.2015 to 31.07.2015	\$	10,310.66
V00295	Jacana Energy	62969136	109005610 - 04.07.2015 to 31.07.2015	\$	239.32
V00295	Jacana Energy	62981174	109005410 - 01.07.2015 to 31.07.2015	\$	6,051.66
2199	SBA Office National	WBI-103853	Civic Centre - Stationery	\$	1,219.50
54	Powerwater	PJ000526	FORTNIGHT 2016- 4 - From Payroll	\$	615.00
V00328	Capital Security (NT) Pty Ltd	00001604	CAPITAL Security W/E - 23/08/2015	\$	351.89
V00502	Julie Grizia	TEMP LIBRARY MEMB REFUND R#69130	Temp Library Membership Refund R#69130	\$	45.00
V00472	Micro Connect Pty Ltd	4089	Invoice PINV109062	\$	2,552.00
215	Employee Assistance Services NT Inc (EASA)	00024255	Customer Service Training	\$	280.00
4095	Deuce Cleaning Service	4211	Cleaning Service - Joy Anderson 17/5/2015	\$	60.50
2505	Public Libraries Australia Ltd	00001153	Public Libraries Membership 2015/16	\$	385.00
V00299	EPAC Salary Solutions Pty Ltd	172860-270815	Salary Packaging - PAY 4	\$	1,179.69
V00506	Life Without Barriers	RM HIRE CANCELLATION-REFUND OF FEES	Rm Hire Cancellation - Refund of Fees (A/C 1016)	\$	72.50
2	Australian Taxation Office	PAYG WE23/08/2015	PAYG WE 23/08/2015	\$	58,688.00
2199	SBA Office National	80902	CR/Adj Note for inv WBI-103129 - PO105910	-\$	35.95
4280	DataBank Escrow Services Pty Ltd	20001036	CR/Adj Note for invoice 10060834	-\$	252.36
256	The Bookshop Darwin	BD14265	Library Stock - QUOTE: BD3636	\$	1,345.23
256	The Bookshop Darwin	BD14281	Credit for Invoice 14265	-\$	22.49
112	Beaurepaires	6407469171 REF:U855351848	\$160.00 CREDIT NOTE TO BE APPLIED	\$	160.00
112	Beaurepaires	6600189931 REF:U855900863	CR/Adj Note PCR100047	-\$	160.00
2199	SBA Office National	WBI-104055	Civic - Stationery - CREDIT NOTE TO BE APPLIED	-\$	83.95
2199	SBA Office National	80911	CR/Adj Note against inv WBI-104055	-\$	68.95
215	Employee Assistance Services NT Inc (EASA)	00024212	Training - INV Incorrect - Credit Note to Apply	\$	530.00
215	Employee Assistance Services NT Inc (EASA)	00024254	CR/Adj Note for invoice 0024212	-\$	530.00
				\$	1,744,649.46


Reviewed by: Finance Manager


Approved: Chief Executive Officer

SECTION 2

Financial Results

2.6 - Creditor Accounts outstanding - August 2015

Creditor No.	Creditor Name	Amount
10	DBH Contracting	\$ 18,673.11
1094	Gray Primary School	\$ 100.00
122	SAI Global Limited	\$ 563.86
123	Kerry's Automotive Group	\$ 155.00
1270	SIDS and Kids Northern Territory	\$ 210.00
1502	Figleaf Pool Products	\$ 396.00
1607	Sterling NT Pty Ltd	\$ 62,212.90
1625	Territory Trophies Precision Engraving	\$ 67.00
2	Australian Taxation Office	\$ 934.92
2199	SBA Office National	\$ 59.80
2394	Pola Seal Pty Ltd	\$ 220.00
256	The Bookshop Darwin	\$ 383.21
2587	Top End RACE	\$ 1,765.50
272	City Wreckers	\$ 110.00
2965	KIK FM Pty Ltd	\$ 1,320.00
30	Colemans Printing Pty Ltd	\$ 15.40
3189	Seek Limited	\$ 1,221.00
3428	Bunnings Group Limited	\$ 39.63
35	Staples Australia Pty Limited	\$ 406.07
350	IBM Global Financing Australia Limited	\$ 4,087.61
353	Otis	\$ 1,204.50
3545	Amalgamated Pest Control	\$ 1,669.80
3705	Hungry Hearts	\$ 145.00
3834	Good Shepherd Lutheran College	\$ 100.00
3879	Litchfield Council	\$ 212.23
3886	Top End Sign Sales	\$ 1,287.00
40	Geminex Northern Territory	\$ 29.12
4029	Totally Workwear Palmerston	\$ 88.00
4398	Quality Indoor Plants Hire	\$ 102.40
4512	Expotrade Australia Pty Ltd	\$ 1,155.00
469	Durack School	\$ 150.00
4816	CS Services NT	\$ 3,630.00
4825	OracleCMS	\$ 525.37
4912	Remote Area Tree Services Pty Ltd	\$ 55,412.50
5031	All Aspects Recruitment & HR Services	\$ 3,083.51
5071	Jobfit Health Group Pty Ltd	\$ 184.80
5085	Xavier Beaubois & Troy Moore T/a Amazing Drumming	\$ 1,265.00
5104	JLM Civil Works Pty Ltd	\$ 137,357.70
5114	S.E. Rentals Pty Ltd	\$ 269.17
5126	Rosebery Primary School	\$ 100.00
5142	Australian Catchment Management Pty Ltd	\$ 684.09
5195	Bernard Schenkel	\$ 1,800.00
5224	Rosebery Middle School	\$ 100.00
54	Powerwater	\$ 119,601.68
5403	Roy Morgan Research Ltd	\$ 6,737.50
5665	Peter Pal Library Supplier	-\$ 342.98
571	Animal Care Equip & Service Pty Ltd	\$ 338.50
5738	All Mulched Up	\$ 176.00
853	Woodroffe Primary School	\$ 100.00
938	Nightcliff Electrical	\$ 627.00

V00066	Role Models and Leaders Australia	\$	10,000.00
V00228	Outback Tree Service	\$	4,598.00
V00295	Jacana Energy	\$	18,734.28
V00303	MacKillop Catholic College	\$	100.00
V00318	StatewideSuper Clearing House	\$	10,330.27
V00368	iWater NT	\$	5,051.20
V00476	Water Dynamics (NT) Pty Limited	\$	16,696.09
V00501	Cooltech Autos	\$	414.75
V00504	Department of The Chief Minister	\$	125.00
V00505	Riding for the Disabled Top End Inc	\$	5,300.00
		\$	502,083.49



Reviewed by: Finance Manager



Approved by: Chief Executive Officer

SECTION 2

2.7 - STATEMENT OF CREDIT CARD TRANSACTIONS - JULY 2015

NAB Visa

30 June 2015 to 28 July 2015

Cardholder	Amt.	Cost Code	Description
Emily Buchanan	\$ 52.19	3855.EXEC002.302	Taxi fare - LGMA Challenge
	\$ 20.00	3828.EXEC001.307	Book - Memorial Ceremony
	\$ 577.72	3854.EXEC001.305	Accommodation - ICTC Conference - Ald
Ricki Bruhn	\$ 77.00	3855.EXEC002.308	Parking fees - LGMA Meetings/Management Challenge
	\$ 59.33	3855.EXEC002.308	Taxi fare - LGMA
Ben Dornier	\$ 33.00	3806.CORP004.309	Software renewal
	\$ 350.00	3804.CORP004.309	iPad repair
Jeetendra Dahal	\$ 8.00	3111.TECH009.300	Parking fees - Meeting
Alyce Breed	\$ 47.86	3805.CORP004.309	Software - PDF Shrink
Ian Mathers	\$ 590.00	3111.TECH009.300	PIA Membership - Strategic Planner
Maeva Masterson	\$ 251.09	3828.COMM007.308	Marker board - double sided
	\$ 45.00	3828.COMM007.308	Xbox controller batteries
	\$ 15.00	3828.COMM007.308	Xbox controller batteries
	\$ 60.00	3841.COMM007.335	Materials - Programs
	\$ 5.00	3111.COMM007.302	OCHRE card renewal
	\$ 206.92	3819.COMM007.315	Library Stock
	\$ 596.00	3827.COMM007.308	Stand Up desk
	\$ 31.82	3828.COMM007.308	Tub and cleaning product
	\$ 24.99	3819.COMM007.315	Library Stock
	\$ 21.99	3819.COMM007.315	Library Stock
	\$ 154.96	3819.COMM007.315	Library Stock
Maxie Smith	\$ 78.00	3823.CORP005.301	Roadside Assistance - CB43MM
	\$ 725.95	3804.CORP004.309	Canon Digital Camera x5 - Ranger Services
	\$ 80.00	3804.CORP004.309	iPad repairs
	\$ 787.15	3823.CORP005.301	Vehicle Registration - CB43MM
	\$ 69.50	3111.CORP003.300	Staff Milk
	\$ 703.15	3823.TECH010.301	Vehicle Registration - CB02SG
	\$ 703.15	3823.TECH009.301	Vehicle Registration - CB02JN
	\$ 356.60	3823.TECH011.301	Vehicle Registration - CA10JO
	\$ 209.75	3823.TECH011.301	Vehicle Registration - PCC020
	\$ 38.60	3111.CORP003.300	Staff Milk
Samantha Abdic	\$ 13.62	3828.EXEC003.308	Social Media
	\$ 132.91	3807.EXEC003.308	Online Newsletter
Renee Williams	\$ 3.14	3841.COMM001.335	Supplies - Flic Nics
	\$ 152.00	3841.COMM001.335	Supplies - Flic Nics
Silke Reinhardt	\$ 185.00	3804.CORP004.309	iPad screen replacement
	\$ 79.20	3111.CORP003.300	Staff Milk
	\$ 78.96	3111.CORP003.300	Staff Milk
	\$ 90.60	3852.CORP005.302	BPW Event
	\$ 30.00	3804.CORP004.309	iPhone accessories
	\$ 7,745.15		


Reviewed by: Finance Manager


Approved by: Chief Executive Officer

ITEM NO. 13.1.5 **Application for Rate Concession by Sporting Groups for Lots 4184, 11025, 2884 and 4185**

FROM: **Acting Director of Corporate Services**

REPORT NUMBER: **8/0737**

MEETING DATE: **15 September 2015**

Municipal Plan:

4. Governance & Organisation

4.1 Responsibility

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 property owners of Lots 4184, 11025, 2884 and 4185 have applied for a rates Concession under Section 167 Local Government Act Northern Territory (Public Benefit Concessions).

Council is asked to determine a rate concession for the properties listed.

Background:

The above mentioned properties have been rated as Sporting Clubs before the new Rating Policy has been introduced in the current financial year. With removing the Sporting Club Rating Option rates for all those properties have increased significantly depending on the zoning of the land.

Lot 4184:

Owner of the Lot is Palmerston Rugby Union Club. The property is zoned Community Purpose and is currently rated under Commercial and other use an annual rate of \$1,386.00. The property is the location of the clubhouse.

The Club is requesting to not pay more than \$1,155 (rates paid in 2014/15).

Lot 11025 and 2884:

Owner of the Lots is Palmerston Golf and Country Club Inc. N.T.. The properties are zoned Organised Recreation and are currently rated under Commercial and Other use an annual rate of combined \$27,878.46. The properties are the location of the Golf course and Palmerston Bowls Club.

The Club is requesting to not pay more than \$2,310 (rates paid in 2014/15).

Lot 4185:

Owner of the Lot is Top End Motocross Club Incorporated. The property is zoned Organised Recreation and is currently rated under Commercial and Other use an annual rate of \$7,965.28. The property is the location of the Motocross Club.

The Club is requesting a full concession of council rates.

General:

The Property Owners of the above mentioned Lots have applied for a Rate Concession under Section 167 Local Government Act (the Act). Management is satisfied that all three property owners are undertaking functions that promote community health or welfare (Section 167 (e) Local Government Act NT) on the above mentioned Lots.

Although the Act does not require the property owners to be not for profit organisations, management suggests to Council to grant a rate concession under the requirement that the property owner shall be a not for profit organisation that can substantiate to Council that all profits are used for the promotion of community health or welfare. To substantiate this, the organisations shall provide to Council a copy of their constitution and their latest audited financial statements of the Club showing that all surplus funds are utilised for the upkeep of the property or for the promotion of sporting or recreational activities for the benefit of Palmerston residents.

Furthermore management suggests to Council to agree on a concession to those clubs for future years as long as those owners can substantiate the utilisation of the surpluses as mentioned above. Therefore Clubs will have to reapply to Council annually and provide evidence that there has been no change to their constitution and provide Council with the latest audited financial statements.

Financial Implications:

The Financial Implication is dependent on the Scenario chosen by Council and represents the rates to be written off for this financial year. The budgeted income for the properties mentioned in this report was the minimum commercial rate of \$1,177 per property as management anticipated a concession might be offered to those sporting clubs. Management has three Scenarios for Council to consider.

Scenario 1 – 100 per cent Concession:

Council offers all property owners mentioned in this report a full concession on their rates.

Financial Implication in 2015/16 is \$37,229.74. Budget implication for 2015/16 is \$4,708.

Scenario 2 – Concession to Minimum Rate:

Council offers all property owners mentioned in this report to rate properties at minimum rate of the Commercial Rate, which has been set at \$1,177.

Financial Implication in 2015/16 is \$32,521.74. Budget Implication for 2015/16 is nil.

Scenario 3 – Concession to a set amount of Rates

Council offers all property owners mentioned in this report to grant a concession to set rates to the amount of \$1,155 as requested by two owners.

Financial Implication in 2015/16 is \$32,609.74. Budget Implication for 2015/16 is \$88.

Policy Legislation:**Council Policy FIN 17 Rate Concession Policy****4.5 Public Benefit Concessions**

4.5.1 As per Section 167 council may grant a rate concession if satisfied that the concession will advance one or more of the following purposes:

- a) Securing the proper development of its area
- b) Preserving buildings or places of historical interest
- c) Protecting the environment
- d) Encouraging cultural activities
- e) Promoting community health or welfare

- f) Encouraging agriculture
- g) Providing recreation or amusement for the public.

4.5.2 Any rate concession will be presented to Council for consideration in a report. An Application for a rate concession requires a written submission.

RECOMMENDATION

1. THAT Council receives Report Number 8/0737.
2. THAT Council grants a 100 per cent rate concession for Lots 4185, 11025, 2884 and 4185 for the financial year 2015/16 under Section 167 Local Government Act with the obligation that the property owners provide Council with a copy of their constitution and latest audited financial statements to substantiate that all surplus funds are utilised for the promotion of sporting or recreational activities for the benefit of Palmerston residents.
3. THAT Council grants a 100 per cent rate concession for Lot 4185, 11025, 2884 and 4185 for future years under Section 167 Local Government Act with the obligation that the property owners provide Council with a written annual application and a copy of their constitution and latest audited financial statements to substantiate that all surplus funds are utilised for the promotion of sporting or recreational activities for the benefit of Palmerston residents.

Recommending Officer: Silke Reinhardt, Acting Director of Corporate Services

Any queries on this report may be directed to Silke Reinhardt, Acting Director of Corporate Services on telephone (08) 8935 9922 or email silke.reinhardt@palmerston.nt.gov.au.

Schedule of Attachments:

- A – Application Palmerston Rugby Union Club for Lot 4184
- B – Application Palmerston Golf & Country Club for Lots 11025 and 2884.
- C – Application Top End Motocross Club for Lot 4185



81 Bonson Terrace, Moulden NT 0830 | PO Box 2585, Palmerston NT 0831 | ABN: 72 785 290 569
www.palmerstonrugby.com.au | admin@palmerstonrugby.com.au | ph. 0417 082 531
Palmerston Rugby Union Club: established 1976, calling Palmerston home since 1984.

28 June 2015

City of Palmerston
PO Box 1
Palmerston NT 0831

Dear Sir / Madam

I write on behalf of Palmerston Rugby Union Club in regards to the recent increase in rates imposed on our clubhouse.

We object to this rate increase as the property should not be rated as a commercial property. We are a 'not for profit organisation' run entirely by volunteers and all funds raised are put back into the community.

We should be categorised under 'Public Benefit Concessions', under at least two purposes:

e) Promoting community health or welfare

and

g) Providing recreation or amusement for the public.

Our reasoning is as follows:

The club provides sporting opportunities for approximate 110 junior players aged 4 through to 16, approximately 80 senior players aged 16 through to 65 and approximately 70 netball players.

The club is run 100% by volunteers and in addition to the usual rugby seasons, our club organizes many community events including school holiday programs, a local Junior Rugby 7s Tournament and club nights where we serve over 100 meals to families. We also make the clubhouse available for use by other not-for-profit community groups and for private use.

The club provides the young people of Palmerston with sporting and recreational activities in a family-focused, safe and well-run environment. The club also provides these young people with positive role models and mentoring, as well as employment opportunities made available through club contacts.



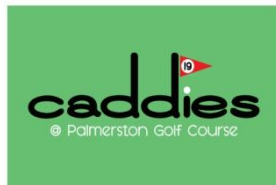
The club demonstrates safe alcohol practices and was the first Level 3 Good Sports Club in the Northern Territory. In 2014 we won the Good Sports Club of the Year Award for the NT and we were also awarded a Level 2 Good Sports status for promoting healthy eating.

Our Mission Statement clearly states that *"We aim to contribute to the wider community by providing an activity in a family safe environment and one that supports and encourages a healthy, active lifestyle"* (refer www.palmerstonrugby.com.au).

It is our view that Palmerston Rugby Union Club should not be classed as a "commercial" enterprise as the club is there for the community of Palmerston.

I look forward to your response in this matter. I can be contacted on 0417 082 531 if need be.

Ben Blyton
President



1 September 2015

Ricki K. Bruhn
Chief Executive Officer
City of Palmerston
PO Box 1,
Palmerston NT 0831 Australia

Dear Ricki,

I would like to appeal to the City of Palmerston Council regarding council rates set for the two parcels of land that are disposed as the 18 hole Palmerston Golf Course and the two Greens of the Palmerston Bowls Club.

Under Section 167 *Local Government Act* council may grant a concession if satisfied that the concession will advance one or more of the following purposes:

a) Securing the proper development of its area.

We contend that since PGCC was saved from bankruptcy, the current management has maintained and developed the golf course and the bowling green's.

b) Preserving buildings or places of historical interest.

We contend that we have kept to the plan of an open space and golf course of the original Palmerston development plan

c) Protecting the environment.

As the biggest chunk of manicured and maintained open space land in the Palmerston City area, which comes at a great cost of watering, fertilizers, fungicides and tree maintenance, we are certainly satisfying this criteria.

d) Encouraging cultural activities.

e) Promoting community health or welfare.

Our members are made up of all ages perusing their sport of bowls or golf in a general spirit of cooperation.

f) Encouraging agriculture.

g) Providing recreation or amusement for the public.

The number of rate payers who play our sports, walk their dogs, exercise on the footpaths and general enjoy the parkland vistas satisfies this criteria.

Obviously, this is a great asset for the City not only as a recreational benefit experienced by the community, but also as a green space in the city and a tremendous advantage to those rate payers living adjacent to the course. The course also provides wonderful woodland and water view public footpaths that

are regularly used by all ratepayers. The members of both golf and bowls clubs live in all parts of the city.

The upkeep, beautification and improvement of this community asset is substantial and provided free to the general public by the Palmerston Golf and Country Club (P.G.C.C.) and as you are aware caused severe financial stress to the old Club.

The present P.G.C.C. remains a non-for profit community organisation and is attempting to become cash positive so that it can improve the facilities of the golf course, bowling greens and licensed club.

We request the City of Palmerston recognise the great community asset that this area represents at no direct cost to the City. We ask this rate increase from \$2,310 to \$27,878.46 be put aside so PGCC can continue its great work of improving and saving this green area.

It is in everybody's interest to keep this great asset viable for the future use of all rate payers.

Yours Sincerely,

Noel Fahey
General Manager
Palmerston Golf & Country Club

c.c. Mayor Abbott

Silke Reinhardt

From: Top End Motocross Club Inc <temcc@hotmail.com>
Sent: Tuesday, 8 September 2015 9:27 PM
To: Silke Reinhardt
Subject: RE: Rate Concession application

Hi Silke

Please note that Top End Moto Cross Club would like to request a Public Benefit Concession for Shire Rates payable at Lot 4185L, Catalina Road, Marlow Lagoon under Section 4.5.1.g of the rates Concession Policy. Top End Moto Cross Club is a not-for-profit sporting organisation that provides recreation and amusement activities for members of the community.

As such, we would like to request a full concession on rates payable for 2015/2016.

Please do not hesitate to contact the club (Mr Rod Byrne, Club President, 0411 134 189) if you have any questions or require any further information.

Regards

Tamara Grothues

Club Secretary

Top End Moto Cross Club

From: silke.reinhardt@palmerston.nt.gov.au

To: temcc@hotmail.com

Subject: Rate Concession application

Date: Tue, 8 Sep 2015 04:33:09 +0000

Hello Ron,

As discussed on the phone, please put something in writing to me for processing the rates application.

Regards,

Silke Reinhardt | Acting Director of Corporate Services | City of Palmerston

PO Box 1, Palmerston NT 0831 Australia | www.palmerston.nt.gov.au

P 08 8935 9932 | F 08 8935 9900 | silke.reinhardt@palmerston.nt.gov.au

Palmerston - A Place for People

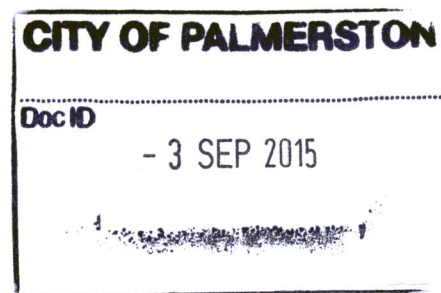


MINISTER FOR LANDS AND PLANNING

Parliament House
State Square
Darwin NT 0800
minister.tollner@nt.gov.au

GPO Box 3146
Darwin NT 0801
Telephone: 08 8928 6622
Facsimile: 08 8928 6509

Mr Ricki Bruhn
Chief Executive Officer
City of Palmerston
PO Box 1
PALMERSTON NT 0835



Dear Mr Bruhn

CONCURRENT APPLICATION – LOTS 10539, 10541, 10550, 10552 AND 10555 (3, 4 AND 7 GEMMA STREET, 3 AND 7 LAURENCIA STREET, BELLAMACK) TOWN OF PALMERSTON.

This letter, provided under section 30U(3)(b) of the *Planning Act*, is to inform you that following advice from the Palmerston division of the Development Consent Authority, the Department of Lands, Planning and the Environment, and members of the local community, I have decided to refuse to approve the amendment proposal in the subject concurrent application, which has the effect that the concurrent application has lapsed under section 30R(4) of the Act.

Specifically, the rezoning of this land to Zone MD is not suitable because:

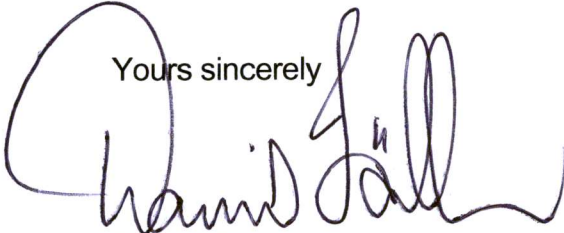
- The suburb of Bellamack is considered to comprise an appropriate mix of residential densities. The development of Bellamack has been consistent in providing the land use zoning to underpin this density mix, which consists of a clear transition in density to larger lot single dwellings running south-west from the Bellamack centre on Forrest Parade.
- This zoning pattern was formalised by the then Minister for Lands, Planning and the Environment in 2013, following an in-depth approvals process. Spot rezoning to allow for higher densities in this location is considered inappropriate and pre-emptive, specifically as the area has not completely developed in accordance with the existing zoning pattern.



Northern Territory
Government

- The proposal is not considered to be in-keeping with the current or future expected pattern of development within the locality, providing for higher density development within an area underpinned by an established Zone SD pattern. This is seen to unreasonably compromise privacy of adjoining lots within Zone SD.
- The proposal also presents a harmful precedent for further retrospective, smaller lot residential within established Zone SD areas, not only for the subject locality but also for the wider Palmerston area.

Yours sincerely

A handwritten signature in dark ink, appearing to read 'David Tollner', written over the typed name.

DAVID TOLLNER

31 AUG 2015

ITEM NO. 15.1

**Response to Previous Public Questions from
Council Meeting held on 1 September 2015**

FROM: Chief Executive Officer

REPORT NUMBER: 8/0742

MEETING DATE: 15 September 2015

Municipal Plan:

4. Governance & Organisation

4.1 Responsibility

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

General:

At the ordinary meeting of Council held on Tuesday 1 September 2015, the Chairman took two questions on notice during the 'Public Question Time' section. The questions asked and Council responses are as follows;

1. ***Athina Pascoe-Bell: Why wasn't the carbon tax discounted from our waste service levy? We got a refund last year but the original levy was not discounted for carbon tax prior to being increased this year by \$50 for the Archer loan?***

In 2014/2015 the waste charge adopted by council was \$435.00. Upon the repeal of the Carbon Tax, council refunded \$20.70 to each residential assessment which was levied a waste charge.

For 2015/2016 council declared a waste charge of \$485.00 to take into account a 13.8% increase for fees charged at the Shoal Bay Waste Facility and increased contractor charges.

Whilst the Local Government Act advises "The amount of a charge need not be limited to the cost of providing the service", the waste charge is generally calculated on the basis of matching the waste collection and disposal service delivery costs (including administration and other incidental costs) with the income generated from the charge.

2. ***Athina Pascoe-Bell: Can we get regular updates on the progress for current issues like the Marlow Bridge?***

Council staff meet monthly to discuss capital projects. Any person requiring updates on the progress of projects need just call the Customer Service number 89359922 or email us at palmerston@palmerston.nt.gov.au our staff would be happy to let you know the current status of any of our annual projects.

Financial Implications:

Nil

Legislation / Policy:

Palmerston (Procedures for Meetings) By-Laws

RECOMMENDATION

THAT Council receives Report Number 8/0742.

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.

Schedule of Attachments:

Nil