



Ordinary Meeting of Council Agenda

Tuesday 10 December 2019

Open Forum 5.30pm

Ordinary Meeting 6.00pm

Council Chambers, Civic Centre,
Stuart Highway, Katherine

The CEO of Katherine Town Council hereby provides notice of the
Ordinary Meeting of Council, in accordance with
Section 59 of the Local Government Act

1. Acknowledgement of Country

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

2. Opening Prayer

Grant O God to this Council wisdom, understanding and sincerity of purpose in the Governance of this Municipality. Amen

3. Present**4. Apologies and Leave of Absence****5. Confirmation of Previous Minutes**

5.1 Minutes of the Ordinary Meeting of Council held 26 November 2019.

5.2 Minutes of the Special Meeting of Council held 18 November 2019.

6. Business Arising from Previous Minutes**7. Conflict of Interest****Members Disclosure Conflict of Interest**

Council declares any conflicts of interest in line with Conflict of Interest Policy. A copy of this policy can be downloaded from www.ktc.nt.gov.au or obtained by emailing records@ktc.nt.gov.au

8. Mayoral Business**9. Correspondence and Documents to be Tabled****10. Petitions****11. Questions**

With Notice

Without Notice

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

13.1	Monthly Finance Report – November 2019	1-6
13.2	Statement of Cash Flow Position and Allocation of Unallocated Fund Reserves Report	7-14
13.3	Katherine Sportsgrounds Building Redevelopment Approval	15-17
13.4	Katherine Museum Partnership Agreement	18-24
13.5	Infrastructure Contribution Plans	25-50
13.6	Katherine Dirt Kart Club – Memorandum of Understanding – Showgrounds Occupancy	51-60
13.7	Katherine Regional Cultural Precinct Limited – Memorandum of Understanding	61-65
13.8	NT Liquor Act – Permits to Consume Alcohol	66-66
13.9	Northern Territory Aboriginal Justice Agreement – Draft	67-69
13.10	School Holiday Program Grant Funding– Regional Flexible Grant Agreements	70-77
13.11	Review of Electoral Representation	78-99
13.12	Big Rivers Region Waste Management Project	100-117
13.13	Big Rivers Waste Campaign Grant Funding	118-132
13.14	Showgrounds Advisory Special Committee – Minutes	133-136
13.15	Minutes of the Katherine Sportsgrounds Advisory Committee	137-149

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

The first Ordinary Meeting of Council for 2020 will be held on Tuesday 28 January 2020.

19. Meeting Close

REPORT

FOLDER: Local Governance / Council Meetings / Financial Report

MEETING: ORDINARY MEETING OF COUNCIL – 10TH DECEMBER 2019

REPORT TITLE: MONTHLY FINANCIAL REPORT – NOVEMBER 2019

Purpose of Report

To receive and note the monthly financial report prepared by the Corporate Services Team.

General

The Local Government (Accounting) Regulations 18 states:

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

Please Note:

Due to early Council Meeting with Christmas the Financial Report is a reduced summary of the November financials.

OFFICER RECOMMENDATION

That it be recommended to Council:

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


 ALLAN MCGILL
 CHIEF EXECUTIVE OFFICER

Delegation: Finance Manager, Donna Jones

Schedule of Attachments:

Financial Report Executive Summary	Debtors Report
Statements of Budget Comparison	
Cash and Investment Report	

KATHERINE TOWN COUNCIL STATEMENT OF BUDGET ESTIMATE COMPARISON

As at 30 November 2019

	Original Budget	Monthly Actual	YTD Actual	End of Year Forecast
INCOME				
Rates and annual charges	9,049,505	-	9,109,343	9,049,505
Statutory charges	34,340	1,928	26,308	34,340
User charges	1,673,861	122,816	759,121	1,673,861
Grants, subsidies and contributions	2,260,097	145,488	331,379	2,260,097
Interest	355,102	44,180	249,737	355,102
Reimbursements	81,988	12,455	47,035	81,988
Other income	3,500	155,248	213,556	3,500
Total operating income	13,458,393	481,431	10,736,480	13,458,393
EXPENDITURE				
Employee costs	5,061,330	309,043	1,728,087	5,061,330
Materials, contracts and other expenses	5,622,997	167,165	2,299,755	5,712,925
Total Operating Expenses	10,684,327	476,208	4,027,842	10,774,255
Operating surplus/(deficit) before depreciation	2,774,066	5,223	6,708,638	2,684,138
Operating surplus/(deficit) before capital items	2,774,066	5,223	6,708,638	2,684,138
Net gain (loss) on disposal of assets	-	-	-	100,000
Net operating surplus/(deficit)	2,674,066	5,223	6,708,638	2,584,138

Note - transfers from Unallocated Reserves to 2019/2020 budget will be recognised in January Report to Council

CASH AND INVESTMENTS
30 November 2019

GENERAL FUND	\$
<u>Commonwealth Bank</u>	
Balance as per bank statement, 30 November 2019	5,017,679
Plus net outstanding deposits/(withdrawals)	234
Adjusted cash at bank balance, 30 September 2019	<u>5,017,913</u>

INVESTMENTS

FINANCIAL INSTITUTION	PRINCIPAL \$	INTEREST		EFFECTIVE DATE	MATURITY DATE	FINANCIAL INSTITUTION TOTALS \$	FINANCIAL INSTITUTION %
		RATE %	%				
AMP	1,024,871	1.30		on call	on call		
AMP	2,093,600	2.55		18-Nov-19	18-May-20		
AMP	1,040,792	2.80		11-Mar-19	6-Dec-19		
AMP	1,093,892	1.30		9-Oct-19	8-Dec-19		
AMP	3,473,695	1.67		22-Aug-19	20-Nov-19	8,726,850	35.61%
Bendigo Bank	3,753,320	1.50		8-Oct-19	6-Mar-20	3,753,320	15.32%
Commonwealth Bank	572,987	1.20		on call	on call	572,987	2.34%
Macquarie Group	1,505,397	1.75		10-Sep-19	8-Jan-20		
Macquarie Group	2,445,586	1.60		22-Oct-19	24-Feb-20	3,950,983	16.12%
NAB	4,085,642	1.50		9-Oct-19	6-Feb-20	4,085,642	16.67%
Westpac Bank	885,257	1.68		9-Sep-19	8-Dec-19		
Westpac Bank	2,528,481	1.68		9-Sep-19	9-Feb-20	3,413,738	13.93%
Total Investments						<u>24,503,521</u>	100.00%
Total Funds						<u>29,521,434</u>	

Refer to "Statement of Cash Flow Position and Allocation of Unallocated Fund Reserves Report" to Council

Financial Report Executive Summary

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

● On track
 ● Monitoring
 ● Items to note

Summary

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

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

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

Debtors Analysis

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

Debtors have shown an overall decrease of \$769K at the end of Nov 2018.

	Oct-19	Nov-19
Rates debtors	6,222,179	5,275,947
Sundry debtors	143,736	41,976
Weighbridge debtors	149,894	185,773
Infringement - Animal	28,385	28,670
Infringement - Parking	11,608	11,608
Infringement - Litter/Camping	1,367	1,367
Total outstanding	6,557,169	5,545,341

Rates Debtors Analysis

The decreased in Rates Debtor is due to payment from Defence Housing for Ex-Gratia rates

Sundry Debtors Age Analysis

The table below compares age analysis of current, 30 days, 60 days, 90 days and 120 days for the month of Nov 2019. Sundry Debtors is now more clearly split from Weighbridge Debtors.

	Oct-19	Nov-19
Current	72,135	13,759
Over 30 days	64,167	18,681
Over 60 days	1,094	1,116
Over 90 days	6,339	8,420
Over 120 days		
Total	143,735	41,976

Weighbridge Debtors Age Analysis

The table below compares age analysis of current, 30 days, 60 days, 90 days and 120 days for the month of Nov 2019

	Oct-19	Nov-19
Current	66,476	75,916
Over 30 days	39,351	45,515
Over 60 days	22,099	35,989
Over 90 days	21,967	28,353
Over 120 days		
Total	149,893	185,773

Weighbridge debtors change is due to all information being included from Civica

DEBTORS REPORT
30 November 2019

Category	Current \$	30+ days \$	60+ days \$	90+ days \$	TOTAL \$
Sundry	13,759	18,681	1,116	8,420	41,976
Weighbridge	75,916	45,515	35,989	28,353	185,773
Total					<u>227,749</u>

Infringements	Current \$	30+ days \$	60+ days \$	90+ days \$	TOTAL \$
Animal	135	540	1,045	26,950	28,670
Parking	-	170	135	11,303	11,608
Litter	-	-	-	884	884
Camping	-	-	-	483	483
Total					<u>41,645</u>

	Current \$	Arrears incl interest & legal fees \$	TOTAL \$
Rates	4,630,370	645,577	5,275,947
Grand Total			<u>5,545,341</u>

KATHERINE TOWN COUNCIL



REPORT

FOLDER: Local Governance/ Ordinary Meeting of Council/Agenda 2019

MEETING: ORDINARY COUNCIL MEETING – 10 DECEMBER 2019

REPORT TITLE: STATEMENT OF CASH FLOW POSITION AND ALLOCATION OF UNALLOCATED FUND RESERVES REPORT

Purpose of Report

To provide the Elected Members of Katherine Town Council information on Council's Cash Flow Position and seek approval for:

1. An additional \$1,350,000 transfer from unallocated fund reserves to the 2019/20 budget
2. Reallocate Other Reserves of \$8,052,775 to:
 - a. Waste Management Facility Reserve \$5,000,000
 - b. Capital Renewal Reserve \$3,052,775
3. Establish a contingency reserve of \$1,000,000
4. Establish an election reserve of \$100,000 (increasing by \$30,000 per annum)

Background

Following the recent completion of the external financial audit of Council's Financial Statements year ended 30 June 2019 there was \$30,172,916 in the bank.

Below is the auditor's summary of the Council's cash position, noting \$7,339,998 of funds as being unallocated.

Cash as at 30 June 2019		30,172,916	Unallocated
Trade and other payables	532,880		
Unexpended grants * Reference Note 10 – Assets subject to restrictions	13,610,053		
Provisions	637,210		
Other Reserves	8,052,775	22,832,918	7,339,998

At the Ordinary Meeting of Council in August 2019, an allocation of \$3,492,652 was sought as a budget adjustment which included \$1,625,202 additional funds for the Sportsground Building and the Sportsground Oval. The funds for the Sportsgrounds (building and oval) were rejected. The remaining \$2,939,652 transfer of funds from reserves (as a budget adjustment) was approved.

Subsequent to the August 2019 Ordinary Meeting of Council it is recommended that an additional budget adjustment from reserves be transferred to the 2019/20 budget:

Museum grant – to enable the Museum to remain operational while the Historical Society of Katherine plan for their future financial sustainability	50,000		
Tyre fire	500,000		
Sportsgrounds building	800,000	1,350,000	

KATHERINE TOWN COUNCIL



REPORT

The below table provides a summary of the approved 2019/20 allocation of reserves and the recommended additional allocation of reserves:

Cash as at 30 June 2019		30,172,916	Unallocated Reserves Balance
Trade and other payables	532,880		
Unexpended grants * Reference Note 10 – Assets subject to restrictions	13,610,053		
Provisions	637,210		
Other Reserves – rename Waste Management Facility Reserve	8,052,775	22,832,918	7,339,998
Post 30 June 2019 Adjustments			
Transfer from unallocated fund reserves to 2019/20 budget variation to Council – August 2019		2,939,652	4,400,346
December 2019 transfer from unallocated fund reserves to 2019/20 budget			
Museum grant – to enable the Museum to remain operational while the Historical Society of Katherine plan for their future financial sustainability	50,000		
Tyre fire	500,000		
Sportsgrounds building	800,000	1,350,000	3,050,346
Reserves Allocation			
Elections	100,000		
Contingency Reserves	1,000,000		
On Call	1,950,346	3,050,346	0

Cash and Reserves Summary

Cash Allocations		
Transfer from unallocated fund reserves to 2019/20 Budget as per August Report to Council	2,939,652	
Recommended transfers from unallocated fund reserves to 2019/20 budget	1,350,000	
Grants	13,610,053	
Trade and other payables	532,880	
Provisions	637,210	
On Call	1,950,346	21,020,141
Reserves		
Reserve – Waste Management Facility	8,052,775	
Reserve - Elections	100,000	
Reserve - Contingency	1,000,000	9,152,775
		30,172,916

KATHERINE TOWN COUNCIL



REPORT

OFFICER RECOMMENDATION

That it be recommended to Council:

That Elected Members endorse:

1. An additional \$1,350,000 transfer from unallocated fund reserves to the 2019/20 budget
2. Reallocate Other Reserves of \$8,052,775 to:
 - a. Waste Management Facility Reserve \$5,000,000
 - b. Capital Renewal Reserve \$3,052,775
3. Establish a contingency reserve of \$1,000,000
4. Establish an election reserve of \$100,000 (increasing by \$30,000 per annum)

A handwritten signature in blue ink that reads "Allan McGill".

Allan McGill
CHIEF EXECUTIVE OFFICER

Delegation: Claire Johansson, Chief Operations Officer

Schedule of Attachments: Minute of August 2019 Ordinary Meeting of Council

13.7 BUDGET ADJUSTMENTS 2019-20

File: Governance / report to Council / Budget Adjustments

MOVED: Zelley / Gazey

Alderman Clark – I am concerned with the 37% increase on insurance premium. I thought we joined this "trust", thinking we were to make significant savings. Would we have been better if we stayed out of the "trust" arrangement?

COO – Insurance premiums increased nearly \$90K (ex GST) this year.

Alderman Gazey – Considering the Katherine Sportsgrounds Development Approval was not carried, does that affect this budget report?

COO – In this report you are accepting (or not) each individual item. You can exclude any adjustments you don't want to approve.

Alderman Gazey – We can exclude all the adjustments that pertain to the Sportsgrounds report not being carried?

COO – Yes, the sportsgrounds report not being carried, only affects what is coming out of cash reserves.

Alderman Gazey – I recommend we amend the recommendation to not approve anything with regards to adjustments for sportsgrounds.

Alderman Zelley – What about the \$200K for Oval 2.

Alderman Gazey – That's not from reserves and so can be approved.

COO – This is not part of reserves, so yes, you could approve that one.

Alderman Gazey – I move that we amend the motion to "excepting the items relating sportsgrounds money coming from reserves". Seconded by Alderman Zelley.

That Council resolves:

NOT CARRIED: 4 / 0

Amended Resolution that Council:

Adopt the budget variations with the exception of those variation which relate to the transfer to funds from Council Reserves for the sportsgrounds upgrade project.

	What	Budget	Adjustment	Revised Budget
BB	WMF - Decommissioning / EPA requirements and planning to transition to a Waste Transfer Station		850,000	850,000
C	Car Park Repairs - Katherine Airport	45,000		45,000
C	Master Plan Aquatic Centre	30,000		30,000
C	Repairs and maintenance Aquatic Centre	220,000		220,000
C	Emungalan Bridge	1,568,710		1,568,710

C	Emunglan Road Drainage	50,000		50,000
C	A/C Civic Centre: AC x 2	20,000		20,000
C	Cemetery CF Plinth Extensions	16,000		16,000
C	Civic Centre Roof Rejuvenation	50,000		50,000
C	Footpaths renewal 400m	52,000		52,000
C	Dog Cage - vehicle	4,000		4,000
C	Enclosed drains and side entry pits - Camera and clearing	40,000		40,000
C	Footpaths - extend Casuarina St path to school 500m	75,000		75,000
C	Chairs - Katherine Library	2,000		2,000
C	Repairs and maintenance - Museum	40,000		40,000
C	Solar Panel installation - VIC	55,000		55,000
C	IT - Big Rivers Library Coordinator Computer	2,840		2,840
C	IT - Katherine Library computer replacement	3,000		3,000
C	IT - Photocopier VIC	8,879		8,879
C	IT - VIC Computer and EFTpos	3,000		3,000
C	IT Civic Centre - Head Sets x 3	3,000		3,000
C	IT Civic Centre - New Computer x 3	6,000		6,000
C	IT Civic Centre Mobile Phone Replacement	5,000		5,000
C	IT Civic Centre PC Replacement	6,000		6,000
C	IT Depot computers	3,500		3,500
C	Plant - 2 tonne tipper x 2	120,000		120,000
C	Plant - 1 x Backpack blower vac	2,000		2,000
C	Plant - 2 x chainsaws	3,000		3,000
C	Plant - 72" mower	45,000		45,000
C	Plant - 72" OutFront	40,000		40,000
C	Plant - ATV x 2	56,000		56,000
C	Plant - replace trailer	8,000		8,000
C	Plant - Blower vac x 2	1,200		1,200
C	Plant - cordless impact drill	500		500

C	Plant - cordless screw gun x2	500		500
C	Plant - cordless screwdriver	500		500
C	Plant - Hedge trimmer	800		800
C	Plant - pole saw	1,300		1,300
C	Plant - whipper snippers x 2	1,200		1,200
C	Plant Vehicle replacement Toyota d/cab	40,000		40,000
C	Vehicle - ford ranger	35,000		35,000
C	Vehicle - Kia	35,000		35,000
C	Roads - Black Spot	98,460		98,460
C	Roads - Drainage issues investigation - Gory Rd	15,000		15,000
C	Roads - Egan St pavement repairs	2,000		2,000
C	Roads - First St / Giles St Roundabout	75,000		75,000
C	Roads - Florina / Hendry intersection upgrade	10,000		10,000
C	Roads - Ivanoff Rd Pavement repairs	2,000		2,000
C	Roads - Lindsay St parking formalisation and kerbing	50,000		50,000
C	Roads - Parking Bays repairs First Street	30,000		30,000
C	Roads - Reseal - 33,000m2	405,241		405,241
C	Roads - Reseal 42,000m2	353,980		353,980
C	Roads - shoulder reconstruction 2.7 Klms	20,000		20,000
C	Roads - Zimin Drive / Gillard Cres I/S pavement repairs	75,000		75,000
C	Roads to Recovery	309,695		309,695
C	Showgrounds - care takers area	20,000		20,000
C	Showgrounds - grandstand exit lights and cages	4,000		4,000
C	Showgrounds - grandstand offices flooring and exhaust fan	10,000		10,000
C	Showgrounds - rodeo relocation	132,220		132,220
C	Chairs - VIC	4,000		4,000

C	Signage upgrade and design - VIC	6,112		6,112
C	Sportsgrounds - Adventure playground shelter	200,000		200,000
C	Streetlighting	30,000		30,000
C	WMF - Bins x 4	25,000		25,000
C/FG	Dept Sports & Rec Sportsground Oval 2	200,000		200,000
C/FG	Dept Sport & Rec Sportsground Oval Lighting	98,110		98,110
C/FG	Dipl Sportsground Building Community Centre	250,000		250,000
C/FG	Hot Springs Grant		88,297	88,297
C/FG	Grant Wayfinder signage	86,364	-10,800	75,564
C/FG	Grant CBD Revitalisation		-295,445	-295,445
C/FG	Dept Tourism Sportsground Building Upgrade	4,100,000	-105,025	3,994,975
C/FG	Dept Tourism Building	150,000		150,000
C/FG	Hot Springs - Turtle		150,000	150,000
C/FGA	Grant CBD Revitalisation	5,000,000	-1,500,000	3,500,000
C/FGA	Hot Springs - tfr from CBD		1,500,000	1,500,000
C/R	Hot Springs - WIP		311,809	311,809
C/R	Hot Springs - Turtle		235,000	235,000
C/R	Hot Springs - variations		340,560	340,560
C/R	Hot Springs - landscaping		12,000	12,000
C/R	Projector for Chambers to replace TV screens		7,000	7,000
C/R	Lindsay Street - Disabled Access		38,000	38,000
C/R	Sportsground Building		0	0
C/R	Sportsground Oval 2		0	0
C/R	Sportsgrounds replacement bore		8,000	8,000
C/R	Sportsgrounds - Cricket Practice Pitch		8,000	8,000

C/FG	Dept Tourism Sportsground Oval 2	300,000		300,000
CF	Dog Park Fence		18,000	18,000
CF	IT Civic Centre - Live Streaming Equipment		5,500	5,500
CF	Plant - Loader at WMF		90,000	90,000
CF	Showgrounds Upgrade	2,000,000	-107,157	1,892,843
CF	Sportsground Building Underground plumbing upgrades		20,000	20,000
CF	Sportsground Building Community Centre		100,000	100,000
CF	Sportsground Building Traffic Control		10,000	10,000
CF	Sportsground Oval	150,000	6,000	156,000
CF	Sportsground Oval PA System		1,500	1,500
CF	Sportsground Oval reseal		45,000	45,000
CF	Sportsground Oval Resurface oval 2		50,000	50,000
CF	Sportsground Play park shade sail		10,000	10,000
CF	Sportsgrounds - Long Jump Track resurface	5,000	-5,000	0
CF	Sportsground Oval Scoreboard security		10,000	10000
CF	Sportsground Park extension of slab at skate park		4,500	4,500
CF	WMF - Plumbing and fire system	8,000		8,000
CG	Hot Springs - Grant		159,440	159,440
O	Sportsgrounds - light repairs - oval 1		180,000	180,000
O	Tyres - remediation at showgrounds		580,000	580,000
O	Insurance costs		124,473	124,473
	TOTAL	16,924,111	2,939,652	19,863,763
	Total as per the capital works listed in the Municipal Plan	16,924,111		

MOVED: Gazey / Zellej

CARRIED: 4 / 0

KATHERINE TOWN COUNCIL



REPORT

FOLDER: Local Governance / Council Meetings / Agendas

MEETING: ORDINARY MEETING OF COUNCIL – 10 DECEMBER 2019

REPORT TITLE: KATHERINE SPORTSGROUNDS BUILDING REDEVELOPMENT APPROVAL

PURPOSE OF REPORT

To seek endorsement from Elected Members to approve the re-development of the sportsground building pavilion (The Don Dale Building) for tender.

REPORT

The report is being submitted for final approval for tender by the Council and for consideration of available funding.

There is currently a short fall of funds needed to complete the building.

BACKGROUND

The sportsgrounds first came into being as a sportsgrounds location when the original pool and several sports fields were developed pre 1960's. Since that time the sportsgrounds has slowly developed with new infrastructure being constructed as funding became available and as demand increased. The **Don Dale Building** was built in 1989 and was a major milestone for the sportsgrounds.

There are currently 18 regular user groups, and the demand is ever increasing for an updated multifunctional modern facility with future proof facilities and more space was evident through extensive consultation with Sharon Innes in 2017, and more recently with Hames Sharley Architects in 2019, who was awarded the project to design and document a modern and functional fit for purpose building.

The Katherine Sportsgrounds Redevelopment project will achieve the initial priority elements of the Katherine Sportsgrounds Master Plan by delivering the design of a new sports pavilion facility between the existing ovals.

CONSULTATION

A wide variety of consultation activities have been undertaken with the priority stakeholders identified as the current users whilst also providing consideration for future potential usage. This has included:

- One-on-one meeting with users' groups;
- Sportsgrounds Advisory Committee Meetings;
- Special Project Meetings / Rebriefs; and
- Public consultation meetings.

INITIAL DESIGN PHASE

After initial consultation and design activities were completed Council Officers undertook quantity surveying of the project with initial figures indicating the cost to be in excess of the Council's available

KATHERINE TOWN COUNCIL



REPORT

budget for the project. This included the construction of the new pavilion as well as carpark works and Oval 2 upgrades.

Elected Members were provided with the project detail through the August 2019 Ordinary Meeting of Council where Council Officers requested an additional \$1,650,000 from available cash reserves for the project. The request for the additional funding was based on approximately \$1.4M for the pavilion and carpark construction, and \$250k for oval 2 upgrades.

This motion for additional funding was rejected with Elected Members instead moving the below motion:

Considering plans and estimated costs, Council request further user group consultation, consideration of some design changes to reduce building estimates and that a subsequent report be presented to Council after this work has been completed.

Moved: Raynor / Zelle
Carried: 4/0

Subsequent discussion with Elected Members has indicated strong support for the oval 2 upgrades to be undertaken and as such the decision to separate the oval upgrades from the pavilion upgrades was made to allow the oval project to continue, unencumbered by delays in the pavilion project. This project is progressing with tenders to be released in January 2020 for the electrical package, followed closely by the civil works.

SECONDARY DESIGN PHASE

As a result of the August Ordinary Meeting of Council motion, Council Officers undertook further scoping of the project to reduce the cost and in turn reduce the requested Council contribution without affecting the functionality of the building. The proposed amendments to the project include:

- Lowering the building height from 1200mm to 600mm;
- Reduction of the roof overhang;
- Removal of the centralised raised roof;
- Removal of the covered walkways (east and west ends of buildings);
- Removal of BBQ
- Removal of mechanical exhaust system (future project);
- Replacement of stackable glass doors to community centre with fixed glass panels with two hinged opening single doors; and
- Removal of carpark constructions (future project).

The redesigned building was presented to the Sportsgrounds User Group on 19 November 2019 for comment and feedback, where the User Group provided their support for the project to progress.

FINANCIAL IMPACT

Council has secured both external and internal funding towards the Sportsgrounds Pavilion redevelopment project.

The above noted redesign options have contributed significantly to reducing the overall estimated cost of the project however it is still predicted that a further Council contribution of approximately \$800,000 will be required to progress the project through to construction in its current state. Currently the \$800,000 shortfall is an approximation only and the exact extent of Council's required contribution will be unknown until the project is released to the market for tender purposes. At this time the tender will be put back through to Elected Members for consideration and potential granting with a known Council contribution.

KATHERINE TOWN COUNCIL



REPORT

OFFICER RECOMMENDATIONS

That it be recommended to Council that:

1. The report be received and noted.
2. Having consulted with user groups and other stakeholders, the Council now endorses the Sportsground development project consisting of a new / replacement building.
3. That the Council allocate \$800,000 as a contribution to the total cost of the project and that those funds be taken from available cash reserves.
4. That the Council approve the project to be released to tender.

A handwritten signature in blue ink that reads "Allan McGill".

Allan McGill
CHIEF EXECUTIVE OFFICER

Delegation: Executive Manager – Community Services, Ms Rosemary Jennings
Project Manager, Mr Joe Tag

Attachments: Nil

KATHERINE TOWN COUNCIL



REPORT

FOLDER: Infrastructure / Ordinary Meetings of Council / Agenda
MEETING: ORDINARY COUNCIL MEETING – 10 DECEMBER
REPORT TITLE: KATHERINE MUSEUM PARTNERSHIP AGREEMENT

PURPOSE

To present the agreed Partnership Agreement between The Historical Society of Katherine Inc and Katherine Town Council for the provision of additional operation funding for the Katherine Museum for 2019/202.

Background

In July 2019 Katherine Town Council were approached by members of The Historical Society of Katherine Inc committee, outlining the current financial situation of the Katherine Museum which urgently required additional financial support to ensure its ongoing operations.

After meeting with several members of the committee to further discuss the request for funding, a report was raised at the September 2019 Ordinary Meeting of Council. At this meeting Elected Members moved the following motion:

- a) That Katherine Town Council hereby confirms that the 2019/2020 budget allocation for the Katherine Museum Approved in the Financial Plan totals \$101,000;
- b) That having considered all submissions and noting the current financial position of the Katherine Museum that Katherine Town Council adjust their budget to allocate an additional \$50,000 to the Katherine Museum for this financial year only;
- c) That Katherine Town Council work with the Katherine Museum to lobby the Northern Territory Government for additional funding; and
- d) That the \$50,000 additional funding from Katherine Town Council is subject to Katherine Town Council working with the Katherine Museum and the Department of Business to develop a structured financial way forward by 1st February 2020 to give certainty to the Museum's ongoing operations.

As a result of the decisions a working group has been formed to collaboratively work through the current funding situation and ensure the continued and sustained operation of the Katherine Museum. To further support the activities of the working group and to clarify the terms of the additional funding provided by Council, a Partnership Agreement has been developed between both parties. The signed Partnership Agreement is attached for Elected Members note.

OFFICER RECOMMENDATION

That it be recommended to Council:

That Council:

KATHERINE TOWN COUNCIL



REPORT

1. That the Partnership Agreement between Katherine Town Council and The Historical Society of Katherine Inc be received and noted.

A handwritten signature in blue ink that reads "Allan McGill".

Allan McGill
CHIEF EXECUTIVE OFFICER

Delegation: Executive Manager – Community Services, Ms Rosemary Jennings
Attachment: Partnership Agreement 2019/2020 – Katherine Town Council and The Historical Society of Katherine Inc.

PARTNERSHIP AGREEMENT
BETWEEN
KATHERINE TOWN COUNCIL



AND

THE HISTORICAL SOCIETY OF KATHERINE INC



2019/2020

This AGREEMENT is made the day of

BETWEEN:

KATHERINE TOWN COUNCIL (ABN 47 836 889 865), 24
Stuart Highway, Katherine in the Northern Territory of Australia

AND:

THE HISTORICAL SOCIETY OF KATHERINE INC (ABN 26 764 113 679), 20 Christie Road,
Katherine in the Northern Territory of Australia.

FOR:

The continued and sustained operation of the Katherine Museum at 20 Christie Road,
Katherine in the Northern Territory of Australia.

IT IS AGREED as follows:

1. INTERPRETATION

- a. In this Agreement unless the contrary intention appears the following definitions will apply:

"KTC" means the Katherine Town Council

"Museum" means the Katherine Museum operated by the Historical Society of Katherine Inc at the location identified in the partnership agreement

"The Historical Society" means The Historical Society of Katherine Inc
"Katherine Museum Working Group" mean the designated representatives of The Historical Society of Katherine NT, the Katherine Town Council and relevant Northern Territory Government agencies namely the following:

- The Historical Society of Katherine Inc Chairperson
- The Historical Society of Katherine Inc Treasurer
- The Historical Society of Katherine Inc Secretary
- Katherine Town Council Mayor
- One (1) Katherine Town Council Alderman
- Katherine Town Council Chief Executive Officer (or delegate)
- Department of Chief Minister Representative
- Department of Trade, Business and Innovation Representative; and
- Additional Northern Territory Government Representative/s as identified and mutually agreed by the working group from time to time.

- b. In the interpretation of this Agreement unless such interpretation is excluded by or adverse to the context:

- i. words importing the singular number include the plural number and vice versa;
- ii. words importing any gender include all other genders;
- iii. "person" includes a corporation;
- iv. all covenants warranties undertakings and agreements herein if entered into by more than one (1) person are be deemed to be joint and several; and
- v. headings and sub-headings have been included for ease of reference

only and this Agreement is not to be construed or interpreted by reference to such headings or sub-headings.

2. PERIOD OF AGREEMENT

- a. This Agreement operates from 27 November 2019 to 30 June 2020 (both days inclusive) (the "Term").

3. PROJECT

- a. The project is to promote the continued and sustained operation of the Katherine Museum. It is recognised that both parties have obligations to fully realise the economic benefits of the museum as well as the historical significance of the facilities operation. Through this partnership agreement both parties will work cohesively and in good faith. The obligations of the parties are listed below:

i. MUTUAL OBLIGATIONS

1. Both parties agree to commit to working together to drive innovation, produce and maintain high quality exhibits and experiences and outstanding service and marketing levels that meet consumer expectations and enhance the Katherine experience for both visitors and locals;
2. Both parties will maximise opportunities through collaboration, identification, support and celebration of the heritage, arts, culture, nature and indigenous experiences.
3. Both parties are to actively and cooperatively participate in the Katherine Museum Working Group meeting and are required to meet monthly, in person, to discuss relevant issues and ensure completion of agreed actions.

ii. THE HISTORICAL SOCIETY OF KATHERINE INC OBLIGATIONS

1. The Historical Society agree to actively and cooperatively participate in the Katherine Museum Working Group meetings and agreed actions and activities of the group;
2. The Historical Society will present KTC, no later than 1 April 2020 with considered and researched scenarios, outlining options for long term financial sustainability for the Katherine Museum operations. The scenarios may include a review of service delivery models, developing a financial plan, options to earn other income, increasing the usage of the Katherine Museum for the Katherine community, seeking sponsorship, grant applications, in-kind support, volunteer staff or shared resources from other organisations, and/or subsidised funding.

iii. KATHERINE TOWN COUNCIL OBLIGATIONS

1. KTC will agree to actively and cooperatively participate in the Katherine Museum Working Group meetings and agreed actions and activities of the group;
2. KTC will continue to provide \$5,044.77 GST exclusive per quarter to assist in the day to day operating costs of the Katherine Museum;
3. KTC will continue to provide \$20,000 GST exclusive per annum for the purpose of supplementing Katherine Museum staff wages;
4. KTC, for the financial year 2019/2020 will provide The Historical Society an additional, once-off funding grant totalling \$50,000 GST exclusive, for the purpose of operating the Katherine Museum, contingent on the following:
 - a. \$30,000 GST exclusive on acceptance of the Partnership Agreement; and

- b. \$20,000 GST exclusive on the acceptance of a financially sustainable proposal as prescribed in section 3. a. ii. 2.

- iv. Review of this agreement and the obligations of both parties will occur no later than 30 March 2020.

4. CAPITAL MAINTENANCE / IMPROVEMENTS

- a. KTC, for the financial year 2019/2020, have budgeted for \$40,000 GST exclusive for capital maintenance and/or improvements as agreed to between both parties.
- b. In exchange for in-kind support for the completion of agreed works, by suitably qualified trades people, KTC agree to transfer the agreed value of the works, on completion, to The Historical Society for general operating purposes, up to the total of \$40,000 GST exclusive, less capital maintenance and/or improvements that have already occurred during 2019/2020.
- c. The above arrangement will be superseded by any works that are identified as urgent safety issues and require immediate rectification. The value of this works will be deducted from the budgeted capital maintenance and/or improvements budget noted above.

5. CONFLICT RESOLUTION

- a. Disputes that arise between the parties will be resolved by the following process:
 - i. Parties must have, at all times the following nominated person who is the contact person in relation to the operation of this Partnership Agreement
 - 1. Katherine Town Council – Chief Executive Officer
 - 2. The Historical Society of Katherine Inc – Chairperson
 - ii. The party raising the issue will document the concern(s) and provide the documentation to the nominated representative of the other party.
 - iii. If the dispute or concern(s) cannot be resolved to the satisfaction of both parties by the nominated persons, then the party claiming dispute will refer the matter to a mediator.
 - iv. If the parties cannot agree to the identity of a mediator, then either or both of the parties may refer the matter to the President for the time being of the Law Society of the Northern Territory, who will nominate a mediator.
 - v. The parties will make available to the mediator all materials requested by it and will provide it with all other materials which are relevant to the determination.
 - vi. The parties will bear the costs of such a mediator equally.

6. NOTICES

- a. All notices, approvals, consents, demands or other communications required or permitted to be given under this Agreement must be in writing and served:
 - i. personally;
 - ii. by post;
 - iii. by email, provided that documents are sent in PDF format, at the address of the party set out below or at such other address as a party may have substituted for it by written notice to the other.
- b. A notice, approval consent, demand or other communication is deemed to be given by the sender and received by the addressee, if:
 - i. given by delivery in person, when delivered to the addressee;
 - ii. sent by mail, on the second business day from and including the date

- of posting; or
- iii. sent by email, on receipt of a complete and correct transmission report by the sender and if received by the addressee before 4.00pm (addressee's time) on a business day on that day otherwise it is deemed to be received at 9.00am on the next following business day in the place of receipt.



c. For the purposes of this clause the address for service of each party is as follows:

Katherine Town Council
 Chief Executive Officer
 PO Box 1071
 KATHERINE NT 0851

Telephone: 08 8972 5500
 Email: records@ktc.nt.gov.au

The Historical Society of Katherine Inc
 Chairperson
 PO Box 93
 KATHERINE NT 0851

Telephone: (08) 8972 3945
 Email: curator@katherinemuseum.com.au

Signed and dated by authorised person for Katherine Town Council  29.11.19	Signed and dated by authorised person for The Historical Society of Katherine Inc  28 Nov 2019
Name of Authorised Person ALLAN MCGILL CHIEF EXECUTIVE OFFICER	Name of Authorised Person ROBERTO BIZZO - CHAIRPERSON



FOLDER: Local Governance / Council Meetings / 2019
MEETING: ORDINARY COUNCIL MEETING – 10 DECEMBER 2019
REPORT TITLE: INFRASTRUCTURE CONTRIBUTION PLANS

PURPOSE OF REPORT

The NT Government is proposing changes to the way developers contribute to the cost of infrastructure and this report presents some information for the Council to consider and provide feedback.

BACKGROUND

Attached is a copy of a power point presentation outlining what is being proposed.

The information was presented to Council CEOs at the recent LGANT conference in Alice Springs and again in a teleconference with CEOs on 21 November 2019.

Put simply contribution plans are a mechanism that requires developers to make a financial contribution to infrastructure associated with developments.

New subdivisions or major projects that have a negative impact on existing infrastructure or the need for new or expanded services are the type of developments that could attract a contribution.

Contribution plans within the Local Government sector exist at the moment in Darwin, Palmerston and possibly other Councils.

It is understood that the Department of Infrastructure, Planning and Logistics is consulting in relation to the proposal and would like comments by mid-December 2019. It seems like the major impact will be on developers rather than Councils.

OFFICER RECOMMENDATION

That it be recommended to Council to:

That the Council note the consultation document in relation to Infrastructure Contribution Plans as presented to CEOs in October/November 2019 and awaits further information as the proposal is developed.

A handwritten signature in blue ink that reads "Allan McGill".

Allan McGill
CHIEF EXECUTIVE OFFICER

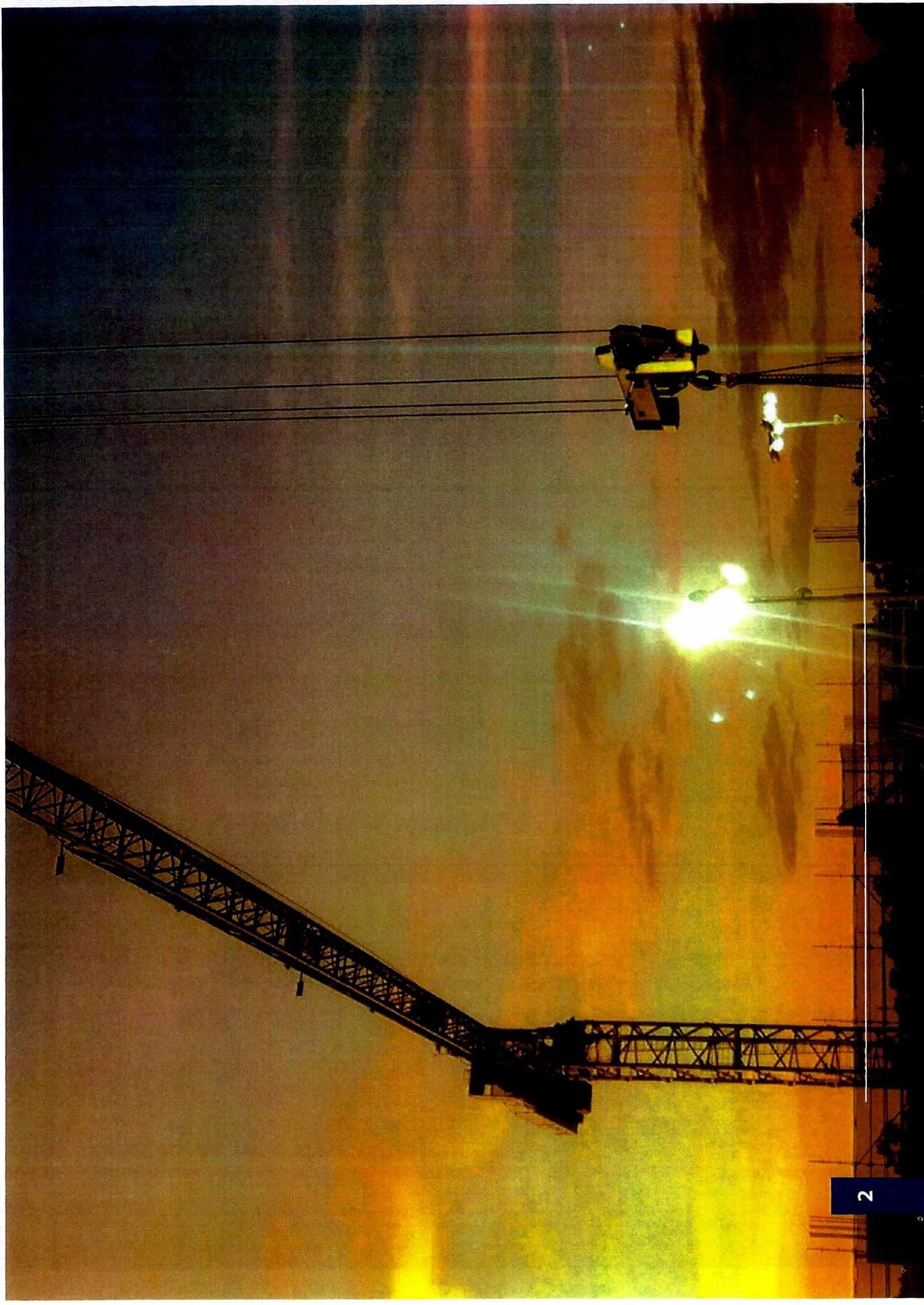
Delegation: NIL
Attachments: NIL

Draft for consultation
purposes only

INFRASTRUCTURE CONTRIBUTION PLANS

**FACILITATING NEW
DEVELOPMENT
AND SUPPORTING OUR
COMMUNITIES AS THEY
CONTINUE TO GROW.**





Key Objectives

- Provide certainty and transparency in decision-making
- Enabling growth of private investment
- Support sustainable economic development

CONTRIBUTION PLANS WILL FACILITATE THE DEVELOPMENT OF PRIVATE LAND, BY PROVIDING CERTAINTY AND CONSISTENCY IN THE PROVISION OF DISTRICT INFRASTRUCTURE TO SUPPORT NEW DEVELOPMENT.

CONTRIBUTION PLANS WILL ENSURE THAT AS OUR COMMUNITIES CONTINUE TO GROW, SO TOO WILL THE CAPACITY OF OUR INFRASTRUCTURE NETWORKS.

A development contributions system is an important infrastructure enabling mechanism which provides for the equitable cost sharing of infrastructure to support new development. A contributions system can facilitate development on private land and provide certainty in the provision of infrastructure, allowing both Government and the development industry to make informed investment / development decisions.

Contributions plans will facilitate new development and ensure that essential infrastructure is planned for and provided to support the continued growth in our population, in our communities and in our economy.

Contribution plans will be justifiable, transparent, accessible and accountable to promote trust in the system; and to ensure that infrastructure is provided in an efficient and orderly manner, to support new development and our growing communities.

KEY PRINCIPLES OF THE CONTRIBUTION PLANS

1

FAIRNESS AND EQUITY

Contribution plans will be based on the equitable cost sharing of providing new or augmented infrastructure to support our growing communities.

3

ESSENTIAL INFRASTRUCTURE

Contributions will only be levied for essential district level infrastructure that is needed to support new development.

2

NEXUS

Contributions will be levied where there is a direct relationship between new development and the demand for additional infrastructure to support that development.

4

JUSTIFICATION

Contributions plans will be informed and supported by a strategic needs analysis (Infrastructure Plan) that justifies the need for new infrastructure to support new or growing communities.

5

INTEGRATION

Incorporating infrastructure planning into the strategic planning process will ensure that adequate infrastructure is provided to support new development and new communities.

8

ACCESS AND TRANSPARENCY

Contributions plans will be accessible and transparent to ensure that both the Government and the development industry have trust in the system.

Provisions within the *Planning Act* allows a review of contributions and an independent appeals process.

6

FLEXIBILITY

The contributions system will provide a level of flexibility to facilitate good outcomes in the provision of infrastructure for Government, the development industry and the broader community.

9

ACCOUNTING AND REPORTING

Financial reporting on the contributions system, including income and expenditure, will be accessible and transparent to maintain integrity and confidence in the system.

7

ADAPTABILITY

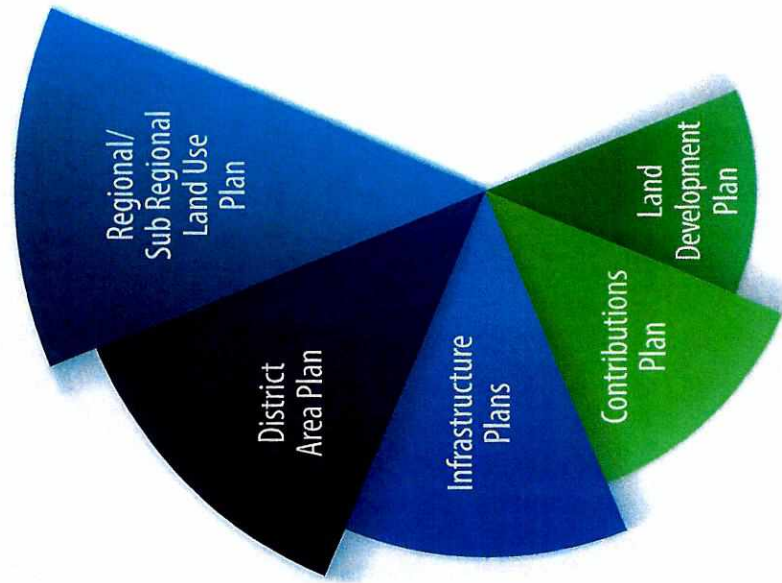
Contributions plans will apply to specific policy areas within an Area Plan to ensure the system is adaptable to its context, and can apply to both greenfield and infill development.

10

CONTRIBUTIONS REFLECT THE REAL COST OF DEVELOPMENT

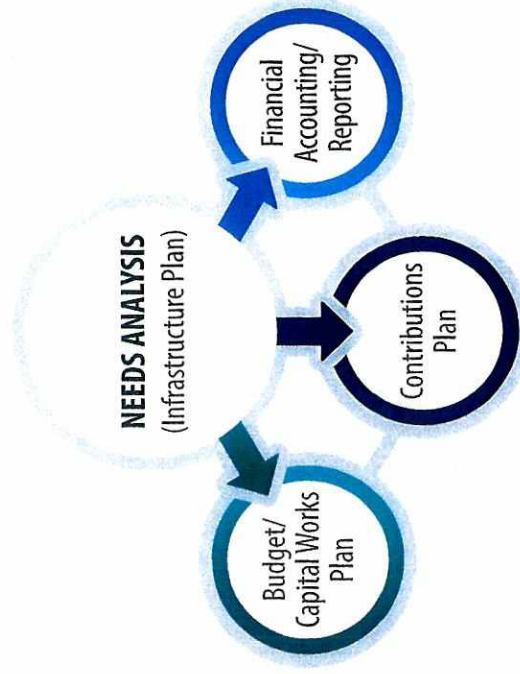
Contributions will be based on the real cost of providing new infrastructure to support new development, and therefore reflects the real cost of development

A CONTRIBUTION PLAN IS NOT A STAND-ALONE PLAN



Integration with strategic planning framework

Contribution Plans will be incorporated as part of the broader strategic planning framework. Contribution Plans will be supported by a needs analysis (Infrastructure Plan), and integrated with the Government's long term financial planning. Contribution plans will be gazetted under existing provisions in the Planning Act and applied to new development or new land uses within Area Plans.



Contributions are an important infrastructure funding mechanism and the integration of a contribution plan with financial planning systems, provides greater certainty, equity and efficiency in the provision of infrastructure. Information on contributions income and expenditure will be accessible and transparent, to maintain integrity and confidence in the system.

Integration with capital works planning and financial reporting

INTEGRATING LAND USE AND INFRASTRUCTURE PLANNING

**STRATEGIC LAND
USE PLANNING SETS
THE DIRECTION FOR
SUSTAINABLE AND
ORDERLY DEVELOPMENT
TO SUPPORT THE
NORTHERN TERRITORY'S
CONTINUAL GROWTH.**

Land use planning guides how and where we live, work and play, and has a direct influence over our current and future infrastructure requirements.

It is fundamental that infrastructure planning is integrated with the strategic land use planning process, to ensure that adequate infrastructure is provided to support new development and new communities. The Department of Infrastructure, Planning and Logistics (DIPL) is aligning land use and infrastructure planning to ensure that infrastructure is planned for and provided in the most efficient, cost effective and orderly manner possible.

Aligning the delivery of new homes with transport, jobs, open space and infrastructure today, will build the strong, connected and liveable communities of tomorrow.

The cost of providing infrastructure and the financial sustainability of infrastructure providers are key considerations in the land use planning process. Early planning for infrastructure allows the protection of infrastructure and service corridors and ensure that we can continue to provide infrastructure to support our growing communities in an efficient and sustainable way. This framework provides transparency in relation to Government intentions for the provision of infrastructure, and provide certainty to both Government and the development industry, to promote growth and facilitate informed investment/development decisions.

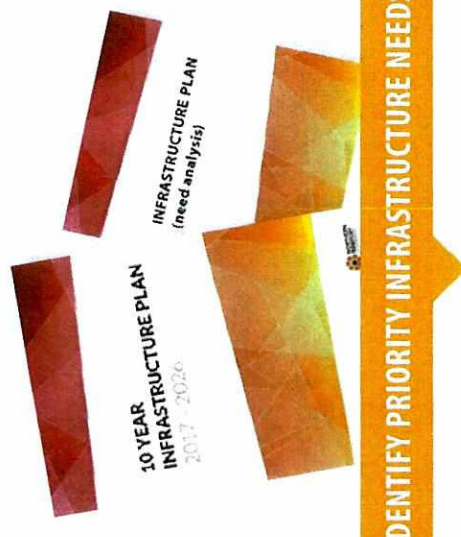
INTEGRATED LAND USE AND

The linear process of infrastructure planning begins with strategic planning, with the regional, sub-regional and district planning needed to identify where and how development will occur, and what infrastructure is needed to support new development.

Site specific infrastructure plans identify specific infrastructure requirements for new land release areas (identified in an Area Plan)

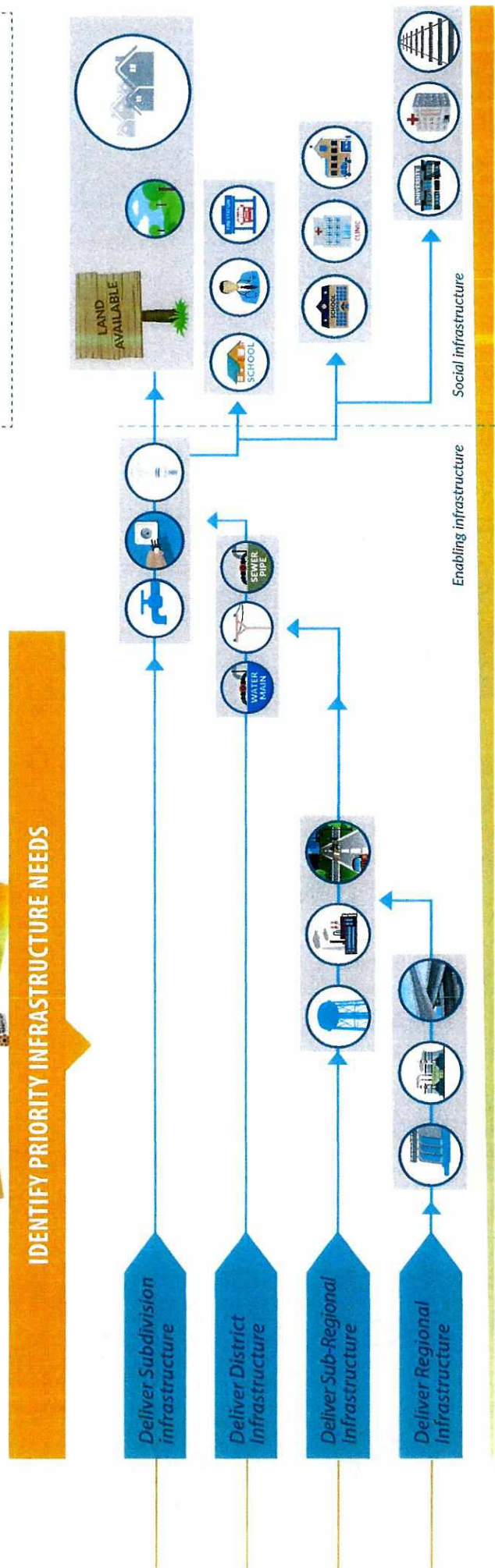


INFRASTRUCTURE PLANNING



POPULATION

Once enabling infrastructure including electricity, water, sewer and transport are planned and in place, then social infrastructure such as schools, hospitals, police, fire and sporting facilities can be built.





THE DEPARTMENT OF INFRASTRUCTURE, PLANNING AND LOGISTICS AIMS TO DELIVER EFFICIENT AND WELL-PLANNED INFRASTRUCTURE TO SUPPORT DEVELOPMENT IDENTIFIED IN AREA PLANS.

Case Study **Palmerston East**

Palmerston East has been Government's major residential greenfield development in the last two decades. A financial case study of Palmerston East shows developers paid to the Government on average a royalty of 10.4% of gross development sales to cover the cost of district infrastructure to service Crown land provided by Government.

Historically, urban land release in the Northern Territory has primarily occurred through the development and sale of Government owned land. Prior to 1980, the Northern Territory Government was the landowner, developer and, in the majority of cases, the builder. More recently, the Government relinquished its role as the 'developer', however, continues to fund district headworks infrastructure to support the development of Crown land by private developers.

The current model allows for the development of Crown land by private developers, where the Government delivers district headworks infrastructure and recoups these costs through a royalty on the sale of land. This model has been effective in achieving the Government's objective of increasing housing supply in the Territory.

Area Plans for a district neighbourhood identify strategically located land which is desirable to the market, cost efficient to develop, located within the Regional and Sub-regional networks and has proximity to existing social infrastructure such as hospitals, schools, shopping centres and public transport. There is an increasing potential for land supply to support population growth to occur on strategically identified land that is privately owned.

The Berrimah North Area Plan has shown that there is still a need for Government to facilitate the development of privately-owned land through the delivery of district infrastructure (power, water, sewerage, roads and drainage).

THE NORTHERN TERRITORY GOVERNMENT

New urban land development areas or new land uses (identified in an Area Plan) are dependent on new infrastructure such as access roads, drainage, electricity supply and sewer and water upgrades to facilitate new development. In most greenfield development areas, at least parts of the infrastructure network will need to be provided to support development on private land; and the cost and uncertainty of providing this infrastructure is currently a major impediment to realising the development potential of these areas.

IS WORKING WITH INDUSTRY TO FACILITATE THE DEVELOPMENT OF PRIVATELY OWNED LAND, TO ENSURE WE MEET THE DEMAND FOR RESIDENTIAL, COMMERCIAL AND INDUSTRIAL LAND AND SUPPORTING EMPLOYMENT IN THE TERRITORY.

To ensure we can continue to meet our housing and employment needs, the Government plays a role in acquiring land and providing district infrastructure to facilitate development in identified Area Plan areas. However, it is not sustainable for the Government to fund district infrastructure without recouping all or part of these costs from those that actually benefit from an increased value in private land associated with the upgrade in services.

Contribution plans provide a mechanism in which the cost of delivering district infrastructure to support development in accordance with an Area Plan can be equitably shared among the developments that create the demand for this infrastructure. Contributions plans will provide certainty in the provision of district infrastructure to support new development, promoting private investment in land development.

Contributions plans, similar to the current royalty system for development on Crown land, will continue to ensure that developers contribute to the reasonable cost of providing essential district infrastructure to support new development, without shifting the burden to Government.



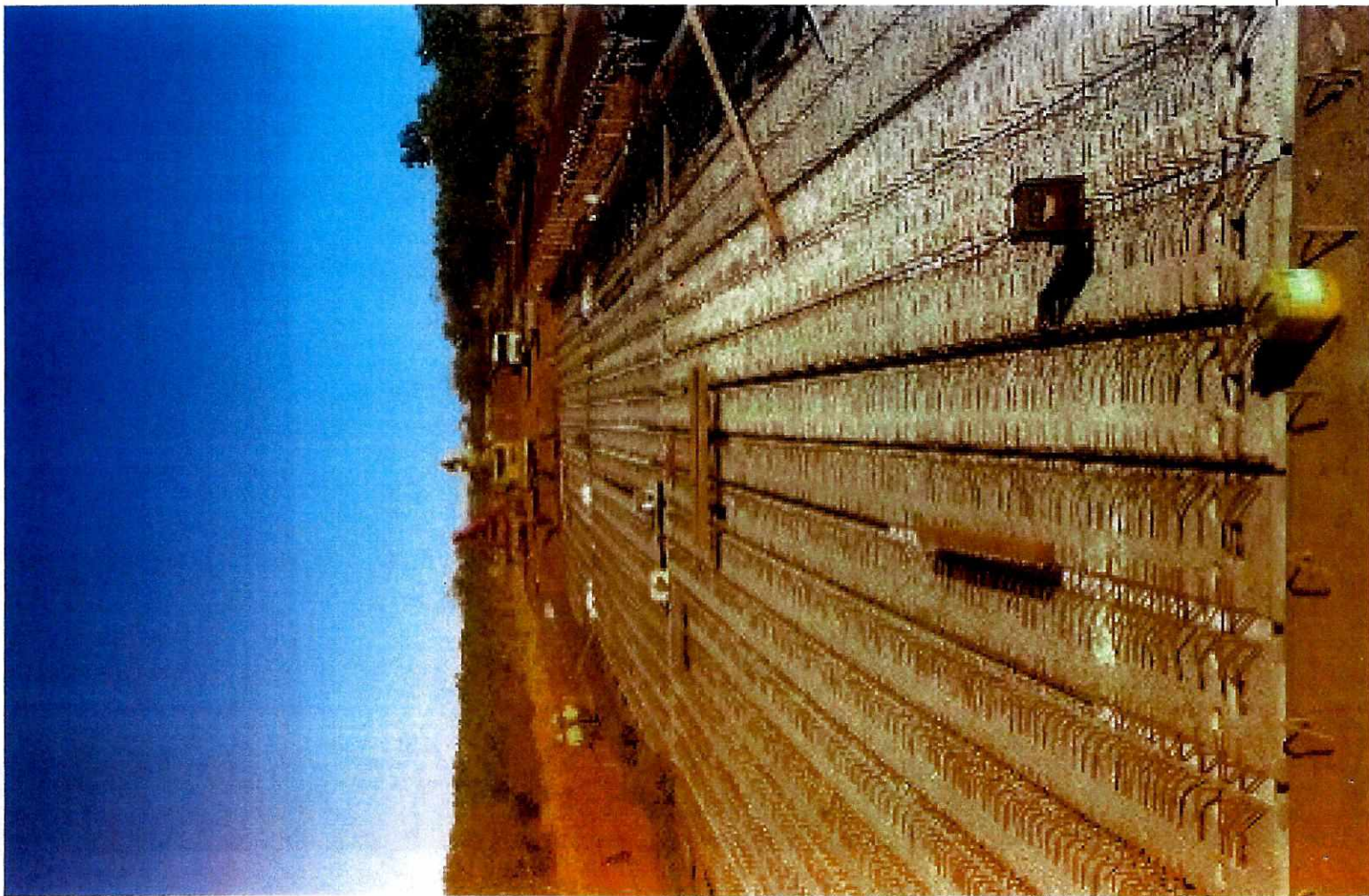
DELIVERY AND FUNDING OF ESSENTIAL INFRASTRUCTURE

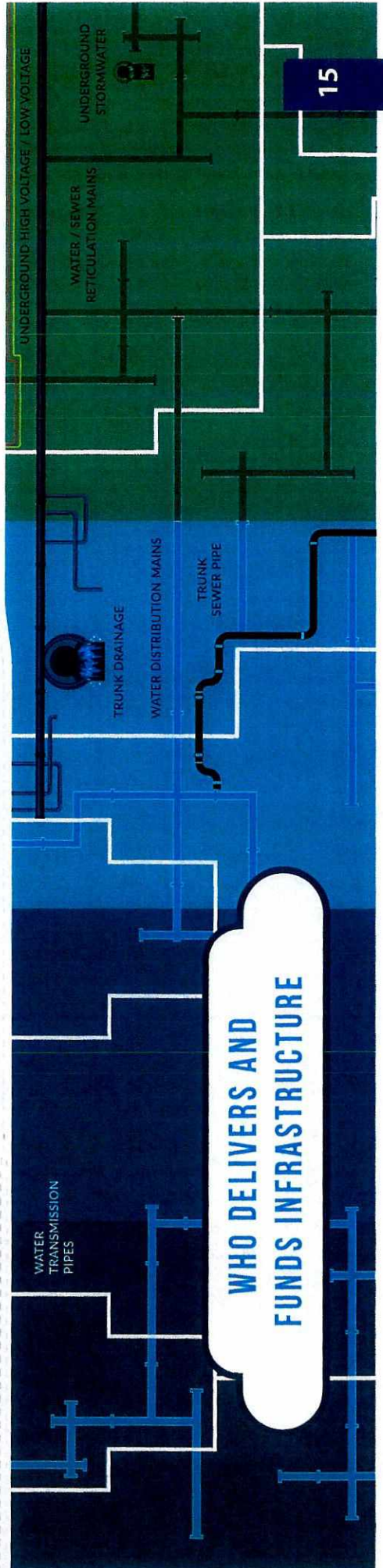
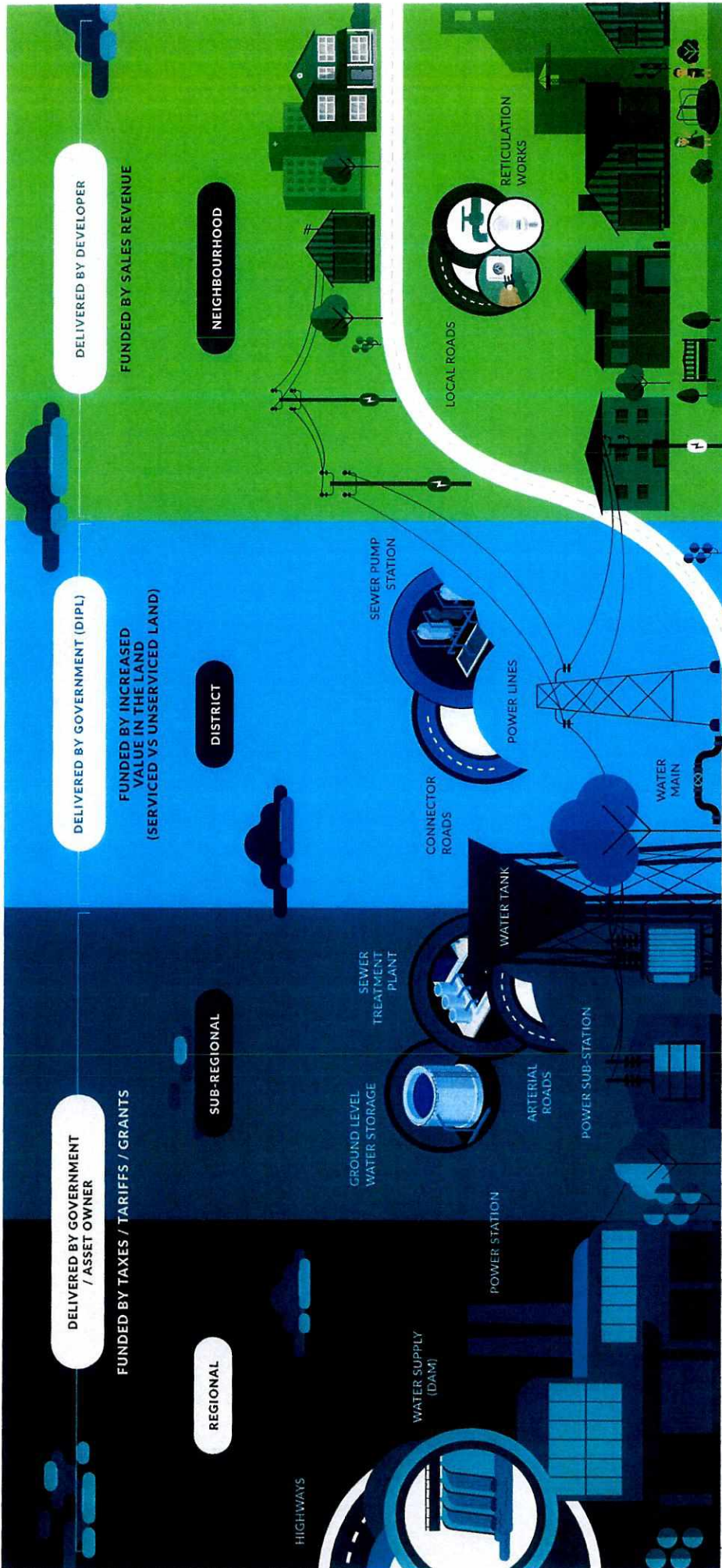
The Northern Territory Government's infrastructure funding can come from a variety of sources, such as;

- 1 Direct government funding, mainly supported by GST
- 2 Tariffs, such as utilities rates
- 3 User-pays, such as royalties payments or developer contributions

Depending on whether infrastructure is at the Regional/Sub-Regional, District or Neighbourhood level, will generally determine how it is funded.

District level infrastructure connects new developments to the existing sub-regional network and is generally funded through the increased value in land whereby land that was previously unserviced (or had limited service capacity) is now serviced to its development potential.





INFRASTRUCTURE CONTRIBUTION PLANS

Contribution plans allow the Department of Infrastructure, Planning & Logistics (DIP) to equitably share the cost of providing infrastructure to support new development, including:

- Road infrastructure
- Stormwater drainage infrastructure
- Water supply and sewerage infrastructure
- Power infrastructure
- Land acquisition for the purpose of providing infrastructure

Under the proposed framework, infrastructure contributions will be a condition of a development permit under the *Planning Act*. Developers will make a monetary contribution (as outlined in a Contribution Plan) towards district infrastructure.

In some cases, developers will be able to provide infrastructure in lieu of paying contributions where it can be demonstrated that there is a material public benefit.

DIP will coordinate the infrastructure planning for identified growth areas within an Area Plan, to provide certainty and transparency in relation to future development costs. DIP will implement contributions

plans for district infrastructure in consultation with the relevant service authorities.

The broad framework for implementing Contribution Plans already exists in the *Planning Act*, which sets out the provisions for creating and exhibiting contribution plans, providing the basis for the enforcement of Contribution Plans.

Provisions within the *Planning Act* also allow for an independent appeals process and provides avenues for a land owner to apply for a refund or remittance of all or part of a contributions due to special circumstances.



A FLEXIBLE AND ADAPTABLE CONTRIBUTIONS SYSTEM THAT RESPONDS TO THE UNIQUE AND DIVERSE INFRASTRUCTURE NEEDS OF THE TERRITORY

The Territory provides unique challenges in providing infrastructure to meet the diverse needs of our communities. The nature of development and infrastructure demands can vary significantly between cities, major urban areas, new release areas and regional and remote areas throughout the Northern Territory.

Contributions Plans will form part of the strategic planning framework for specific policy areas identified through the Area Planning process. Each Area Plan will be supported by a site specific Contributions Plan that is reflective of the unique infrastructure requirements of that area. This will ensure that the overall contributions system is adaptable and can be applied equally in an urban, greenfield or regional context.

The primary focus is to facilitate development in new land release areas. A direct contribution system provides for the equitable cost sharing of infrastructure for example, to service Greenfield development areas.

Direct contributions demonstrate a nexus between new development and the need for new or augmented infrastructure. A direct contributions system provides for the equitable cost sharing of infrastructure and reflects the real cost of providing infrastructure to service development.

Direct contributions can be charged for either new (future) infrastructure, or for the recoupment of the cost of the new infrastructure, where the Government has seed funded infrastructure to facilitate development.



CONTRIBUTION PLANS AND DETERMINING CONTRIBUTION RATES

Direct contributions in new development areas will reflect the real cost of providing the district infrastructure that is required to support the development. Developers will be required to pay a single contribution amount for their portion of the cost of district infrastructure, depending on the type, scale and density of the development.

'Unit of charge' refers to the measure by which contributions will be calculated and levied. Depending on the location, development type and desired outcome for a release area, contributions can be calculated based on any of the following units of charge:

- Population
- Lots
- Dwellings
- Equivalent persons
- Net developable land area (hectares)
- Gross floor area for commercial and industrial development (m2)
- Impervious surface area for stormwater drainage infrastructure.

For residential release areas, contributions will generally be calculated on either a per lot / dwelling basis or calculated on net developable land area.

Contribution plans will apply to essential district infrastructure only;

- Power
- Water
- Sewerage
- Roads; and
- Stormwater drainage

SITE SPECIFIC INFRASTRUCTURE PLANS AND CONTRIBUTIONS PLANS WILL IDENTIFY AND DESCRIBE:

- The district infrastructure required to support new development
- The estimated cost and timing for the provision of district infrastructure
- A nexus between the development and the infrastructure
- The unit of charge for determining contributions (i.e. lots/dwellings, net developable area etc)
- The anticipated development yield (based on the unit of charge)
- The apportionment of costs to be funded by future development
- The calculation of contribution rates
- The methodology for indexing contribution rates.

DETERMINING CONTRIBUTION RATES

CONTRIBUTION RATES ARE DETERMINED BY APPORTIONING THE COST OF INFRASTRUCTURE ACROSS THE ENTIRE POLICY AREA (DEFINED BY THE AREA PLAN).

$$\text{INFRASTRUCTURE COST \$} / \text{DEMAND} = \text{CONTRIBUTION RATE}$$

FINANCIAL ASSESSMENT OF CONTRIBUTION RATES

A financial assessment should take into account not only the cost of infrastructure and total demand but also the impact on overall commercial feasibility of private developments. This may be a factor to consider in determining contribution rates for certain Policy Areas. This is notwithstanding contributions towards the cost of district infrastructure are not new costs. Developers currently incur these costs under different mechanisms (i.e. royalty payments for development of Crown land).

REVIEW OF CONTRIBUTION RATES

The cost of acquiring land and providing infrastructure fluctuates over time and it is important for contribution rates to continue to reflect the real cost of providing infrastructure. Regular reviews of infrastructure and contributions plans will ensure that the value of the contributions are not eroded over time by inflationary pressures.

In between review period, contributions may be indexed to reflect the increasing cost of providing infrastructure. The indexing of contributions is important to support the financial viability of a contributions system.

EXAMPLES DETERMINING CONTRIBUTION RATES

EXAMPLE 1 – LOT / DWELLING UNIT OF CHARGE	
ANTICIPATED YIELD	RESIDENTIAL LOTS
Existing Lots	0
Anticipated Lots	5,000
Apportionment to New Development	100%
ENABLING INFRASTRUCTURE WORKS	
	VALUE OF WORKS
Sewer Infrastructure	\$5,000,000
Water Infrastructure	\$3,000,000
Power Infrastructure	\$7,000,000
Roads Infrastructure	\$10,000,000
Total Infrastructure Cost	\$25,000,000
DEVELOPMENT CONTRIBUTIONS	
	\$ / LOT
Sewer	\$1,000
Water	\$600
Power	\$1,400
Road	\$2,000
Total Contribution Per Lot	\$5,000

EXAMPLE 1 – LOT / DWELLING UNIT OF CHARGE

$$\text{Contribution Rate (per lot / dwelling)} = \frac{(\text{CE\$} \times \text{A\%})}{\text{Yield}}$$

CE – Project cost estimate (including land acquisition)

A% – Apportionment to new development within the Plan area

Yield – Anticipated new lots / dwellings within the Plan area

EXAMPLE 2 – NET DEVELOPABLE LAND AREA UNIT OF CHARGE

ANTICIPATED YIELD	NET DEVELOPABLE HECTARES (NDHa)	ASSUMED % IMPERVIOUS SURFACE AREA	TOTAL IMPERVIOUS SURFACE AREA	% OF DEMAND FOR INFRASTRUCTURE
Residential	150	55%	82.5 ha	66%
Industrial	50	85%	42.5 ha	34%
Total	200	-	125 ha	100%
ENABLING INFRASTRUCTURE WORKS				
				VALUE OF WORKS
				Stormwater Infrastructure
				\$3,000,000
DEMAND / COST BY DEVELOPMENT TYPE				
				SHARE OF COST
	Residential (66%)			\$1,980,000
	Industrial (34%)			\$1,020,000
DEVELOPMENT TYPE		SHARE OF COST	AREA (NDHa)	RATE \$ / NDHa
Residential		\$1,980,000	150	\$13,200
Industrial		\$1,020,000	50	\$20,400

EXAMPLE 2 – NET DEVELOPABLE LAND AREA UNIT OF CHARGE

$$\text{Contribution Rate (per NDLA)} = \frac{(\text{CE} \$ \times \text{A}\%)}{\text{NDLA}}$$

CE – Project cost estimate (including land acquisition)
 A% – Apportionment to new development within the Plan area
 NDLA – Net Developable Land Area (Ha) within the Plan area

EXAMPLE 3 – MULTI-USE DEVELOPMENT

		DEMAND RATES			
	ANTICIPATED YIELD	SEWER (EP)	WATER (EP)	POWER (KVA)	ROAD (TRIPS)
SD	420 lots	1470	1470	1890	3885
MD	80 lots	176	176	360	520
MR	65 lots	130	130	292.5	325
School	400 students	120	200	50	1000
Commercial	3.2 hectare	112	112	250	165
TOTALS		2008	2088	2842.5	5895

ENABLING DISTRICT INFRASTRUCTURE WORKS

Sewer	\$3,000,000
Water	\$1,000,000
Power	\$500,000
Road	\$9,000,000
TOTALS	\$13,500,000

COST PER LAND USE

	SEWER	WATER	POWER	ROAD	TOTAL
SD	\$2,196,215	\$704,023	\$332,454	\$5,931,298	\$9,163,990
MD	\$262,948	\$84,291	\$63,325	\$793,893	\$1,204,457
MR	\$194,223	\$62,261	\$51,451	\$496,183	\$804,118
School	\$179,283	\$95,785	\$8,795	\$1,526,718	\$1,810,581
Commercial	\$167,331	\$53,640	\$43,975	\$251,908	\$516,854
Total	\$3,000,000	\$1,000,000	\$500,000	\$9,000,000	\$13,500,000

SINGLE CONTRIBUTION RATE PER LOT

SD	\$21,819
MD	\$15,056
MR	\$12,371
School	\$1,810,581
Commercial	\$161,517

EXAMPLE 3 – Multi Use Development

$$\text{Contribution Rate (per infrastructure type / per land use type)} = \frac{\text{CE}^1\$ \times \text{A}^1\%}{\text{Yield}^1}$$

CE¹\$ – Infrastructure specific project cost estimate (including land acquisition)

A¹% – Land use specific apportionment (based on land use specific demand for infrastructure type)

Yield¹ – Land use specific yield



KATHERINE TOWN COUNCIL



REPORT

FOLDER: Legal Documents/Memorandum of Understanding/KDKC
MEETING: ORDINARY COUNCIL MEETING – 10 DECEMBER 2019
REPORT TITLE: KATHERINE DIRT KART CLUB - MEMORANDUM OF UNDERSTANDING – SHOWGROUNDS OCCUPANCY

Purpose of Report

To seek approval to enter into an agreement with the Katherine Dirt Kart Club for five (5) years for the occupancy of land at the Katherine Showgrounds for the purpose of establishing the Katherine Dirt Kart Club.

Background

In 2018 the Katherine Town Council was approached by the Katherine Dirt Kart Club, seeking support for the provision of land for the purpose of developing a permanent base for the club. Previously the club had operated out of the Katherine Speedway however given the varying requirements of the motorsports occupying the speedway facility this has proven complex to maintain long term.

Instigated by their initial request, the Katherine Dirt Kart Club participated in the master planning process for the Katherine Showgrounds complex and as a result a suitable area was identified for use by the club.

The Katherine Dirt Kart Club has requested tenure of the identified facility for five (5) years to demonstrate secure land tenure in order to attract funding for the purpose of infrastructure developments.

OFFICER RECOMMENDATION

That it be recommended to Council:

1. That the Chief Executive Officer be authorised to execute a five (5) year Memorandum Of Understanding with the Katherine Dirt Kart Club to 10 December 2024.

Allan McGill
CHIEF EXECUTIVE OFFICER

Delegation: Executive Manager – Community Services, Ms Rosemary Jennings
Schedule of Attachments: MOU – Katherine Dirt Kart Club



MEMORANDUM OF UNDERSTANDING

KATHERINE TOWN COUNCIL

AND

KATHERINE DIRT KART CLUB

PREMISES: Dirt Kart Track (Attachment 1)
Katherine Showgrounds
LOT 3177, 11 Murray Street
KATHERINE NT 0850

BETWEEN: Corporation of the Katherine Town Council
Civic Centre, Stuart Highway
PO Box 1071
KATHERINE NT 0851

AND

Katherine Dirt Kart Club
PO Box 708
KATHERINE NT 0851

1. Purpose:

1.1. The purpose of this Memorandum of Understanding (MoU) is to clearly define the relationship between the two parties for the use of the Dirt Kart Track, Katherine Showgrounds, Lot 3177, 11 Murray Street, Katherine NT 0850.

2. MoU Term:

2.1. The term of the MoU will be in effect for five (5) years between the dates 11 December 2019 to 10 December 2024.

3. Definitions:

'Hirer'	Katherine Dirt Kart Club (KDKC)
'Council'	Katherine Town Council (KTC)
'Premises'	Dirt Kart Track, Katherine Showgrounds, Lot 3177, 11 Murray Street, Katherine NT 0850 (Attachment 1)

4. Use of Premises

4.1. For activities associated with the running of a dirt kart club including but not limited to the use of the facility for training, competition, meetings and scheduled planned works. Dates and times to be negotiated with KTC prior as per the annual Long-Term Seasonal Hire Process.

5. Hire Fee and Time of Payment

5.1. The KDKC will be required to pay \$552.66 for year one (1) of the MOU along with all necessary facility and key deposit charges. Subsequent years hire fee to be charged in line with the KTC Fees and Charges Structure for long-term seasonal hires – Community Group. Payment to be in line with KTC payment terms of 30 days from date of invoice.

6. The Hirers Obligations (In addition to Facility Hire User Agreement)

6.1. Utilities and Outgoings

6.1.1. The Hirer will pay for public utilities, whether supplied by a public authority or private authority and outgoings including amongst other things, power and water service charges, including cost of water and excess water, electricity and gas, consumed on the premises, telephone, and emergency services or any service charge or tax that may become due as a consequence of tenancy of the property.

6.1.2. The Hirer will be charged power/water usage in line with KTC Fees & Charges Structure as part of the annual Long-Term Seasonal Hire Process.

6.2. Use of Tyres on Premises

6.2.1. Katherine Town Council will permit the use of tyres on the premises for use as motor sport protection barriers in the location as identified in Attachment 1.

6.2.2. KDKC will accept full responsibility for all tyres located on the site, ensuring compliance with any and all Environmental Protection Association (EPA) requirements in addition to the following conditions:

6.2.2.1. Total use of waste tyres for protection barriers must not exceed five (5) tonnes and must not contain any commercial or 4wd tyres;

6.2.2.2. Fire breaks must be maintained at all times;

6.2.2.3. Tyres must be placed away from surface watercourses and groundwater recharge points;

6.2.2.4. The location must be accessible to emergency vehicles;

6.2.2.5. Flammable or combustible liquids, hazardous wastes or other ignitable materials should not be stored close to tyres; and

6.2.2.6. KDKC will be responsible for the removal of all tyres and make good the site on vacating or cessation of the hire agreement and MoU.

6.3. Additional Use of Premises

6.3.1. Not to use or allow the Premises to be used for any purpose or activity other than that set out in ITEM 4 of the MoU, without the prior consent in writing of the Council.

6.4. Legislation

6.4.1. To comply (at its own cost and expenses in all things) with the provisions of all Acts, regulations, by-laws and all directions and orders of any Federal, Territory and, or local government or semi-government authority in relation to the Premises.

6.5. Maintenance and Repair

6.5.1. That the Hirer will notify the Council as soon as it becomes aware of any defects of the premises.

6.5.2. That the Hirer will keep the Premises in good repair (with fair wear and tear and damage by fire, storm, tempest, act of god, war, riot, civil commotion and earthquake excepted).

6.5.3. The Hirer must keep the Premises in a clean and sanitary condition free from dirt and rubbish.

6.5.4. The obligations imposed upon the Hirer in this clause are to be carried out at the Hirers cost.

6.6. Signage

6.6.1. The Hirer must not put up, attach or erect any signs on the exterior of the Premises unless it has received the Council's written consent.

6.7. Display of Materials

6.7.1. The Hirer must not, or allow others to display or distribute materials, which is of a libellous or defamatory nature. A breach of this provision will lead to termination of the hire and may result in legal proceedings.

6.8. Security

6.8.1. The Hirer must, where possible, keep the Premises securely locked at all times when the Premises are not occupied or open for club activities.

6.8.2. The Council will provide numbered keys to the Hirers nominated personnel. Replacement keys must be obtained from Council and will incur a fee. No copies of the keys may be made or taken by the Hirer.

6.8.3. The hirer must not change any locks on the Premises.

6.9. Offensive Activities

6.9.1. The Hirer must not create a nuisance or disturbance either for the Council or the occupiers of adjoining lands, nor will it carry on any offensive or dangerous trade from the Premises.

6.10. Offences

6.10.1. The Hirer must not carry out any activity or do anything or fail to do something, which is or may become an offence under any act or regulation or by-law.

6.11. Assignment

6.11.1. The Hirer is not permitted to transfer, assign, sublet or otherwise give up possession of the Premises unless it has received the Council's consent. The Council agrees that it will not unreasonably withhold its consent provided that the proposed new Hirer is a body, which carries on a comparable function.

6.12. Surrender

- 6.12.1. Upon the expiration or earlier termination of the term, the Hirer will peacefully and quietly surrender and give up possession of the Premises and all buildings located upon the Premises.
- 6.12.2. The Hirer is obliged to leave the Premises in a good order, condition and cleanliness.
- 6.12.3. Any reasonable costs incurred by the Council in cleaning or repairing any damage caused by the Hirer in surrendering the Premises, may be recovered by the Council from the Hirer.

6.13. Indemnification

- 6.13.1. The Hirer will indemnify and hold the Council harmless from and against all actions, claims, demands, losses, damages, costs and expenses for which the Council is or may be, or become liable in respect of, or arising from:
- 6.13.2. Loss, damage or injury from any cause whatsoever, to property or persons, caused or contributed to by the use of the Premises by the Hirer;
- 6.13.3. Loss, damage or injury from any cause whatsoever to property or person inside or outside the Premises caused or contributed to by the neglect or default of the Hirer;
- 6.13.4. Loss, damage or injury from any cause whatsoever to property or persons inside or outside the Premises, caused or contributed to by the Hirers neglect or to observe or perform any of obligations contained in this Hire, provided that the Hirer shall be liable under this clause only to the extent to which such damages or injury is not recoverable under insurance effected on the Premises by the Landlord or pursuant to the Hire.

7. Councils Obligations

7.1. Quiet Possession

- 7.1.1. The Council agrees with the Hirer that while the Hirer pays any payable fees and keeps its obligations, which are contained in this MoU, then the Hirer may use the Premises for the purpose set out in ITEM 4 of this MoU.

7.2. Maintenance

7.2.1. The Council will be responsible for maintenance and repair of the Premises. The Council will determine the appropriate standard of maintenance to be effected.

7.3. Insurance

7.3.1. The hirer must obtain insurance for its own furniture, fittings and contents which are located on the premises.

7.3.2. The hirer must maintain a public liability policy of insurance for the amount of not less than \$10 million for each and every occurrence, unlimited during the period. The hirer must provide Council with a copy of a certificate of currency on the above public liability policy of insurance.

7.4. Default

If,

7.4.1. The Hirer commits any breach of this MoU which is either not capable of being completely put right, or is not put right in fourteen (14) days from the date of the Council's notice to the Hirer, identifying the breach and requiring it to be put right;

7.4.2. Then, the council will be entitled to terminate the Hire and may enter into the possession of the Premises. The right to terminate the Hire and enter into the possession will not reduce the Council's right to take any other action for any of the Hirer's previous breaches.

7.5. Council Works

7.5.1. The Council and any persons authorised by the Council may carry out any building additions and/or alterations to the Premises (however not altering the size, location and Amenities of the Premises). The Council will use its best endeavours to cause as little disturbance as possible to the Hirer.

7.6. Waiver

7.6.1. The failure or omission by the Council to take any action for the breach of any terms of the Hire will not stop the Council from taking

action in relation to any other breaches of the same or any other term or condition of the Hire.

7.7. Severance

7.7.1. If any provision or obligation of this MoU is invalid, unlawful or not applicable, then it will be deleted from the MoU without affecting any other of the parties obligations under the MoU.

7.8. Conditional Hire

7.8.1. This Hire is subject to the Hirer obtaining at its own expense any necessary approvals or consents.

7.9. Quiet Enjoyment

7.9.1. So long as KDKC observe their obligations under this MoU KTC must allow KDKC to occupy and use the premises without interruption by KTC except under exceptional circumstances.

The Parties acknowledge the preceding clauses by their execution of this Memorandum of Understanding.

Executed the _____ day of _____ 2019

Signed by:

CHIEF EXECUTIVE OFFICER
KATHERINE TOWN COUNCIL

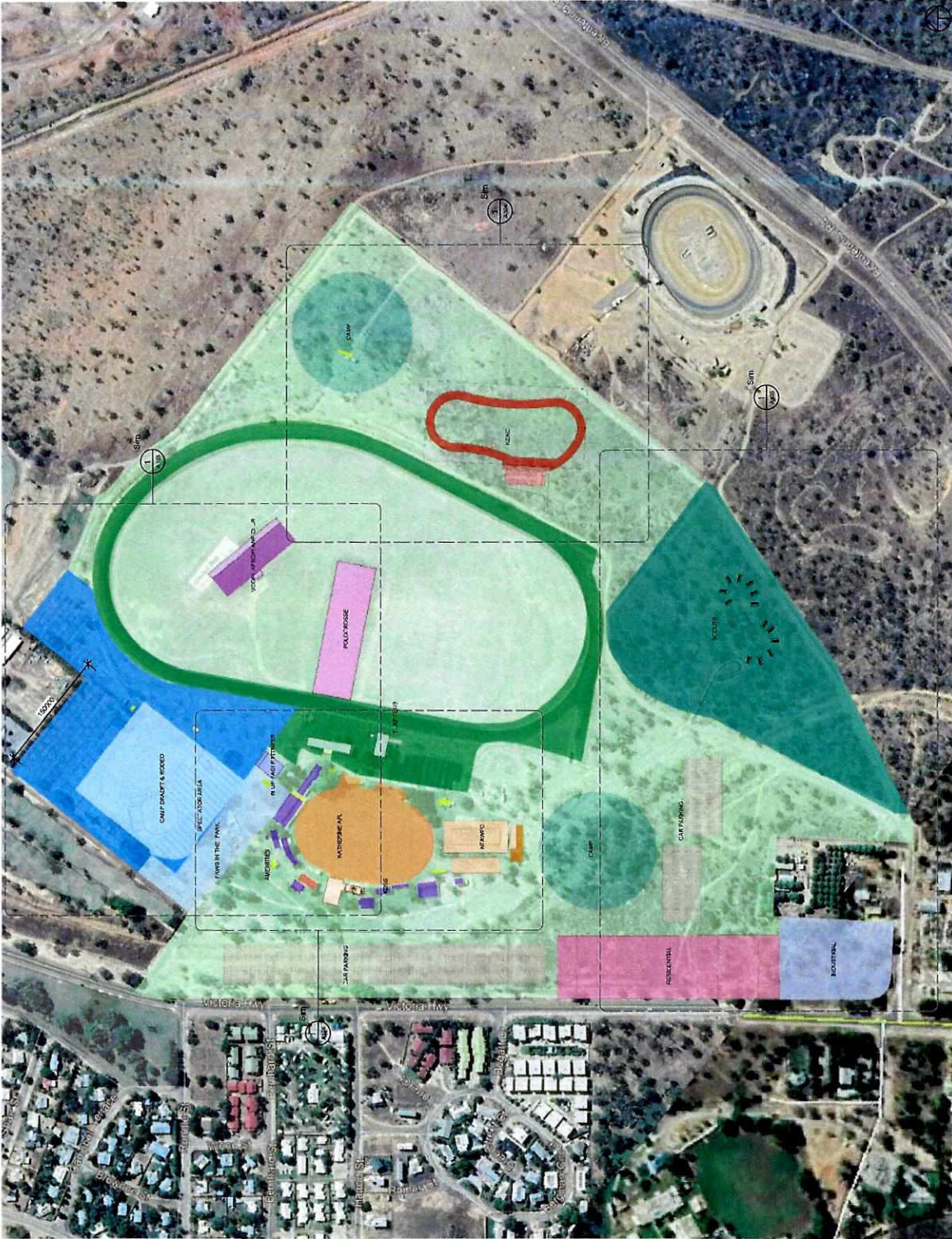
PRESIDENT
KATHERINE DIRT KART CLUB

In the presence of:

_____ WITNESS 1

_____ WITNESS 2

NOTES
 1. THIS PLAN IS TO BE USED IN CONJUNCTION WITH THE SITE PLAN AND THE CONSTRUCTION PROGRAM.
 2. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.
 3. THE DESIGNER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA PROVIDED BY THE CLIENT.
 4. THE DESIGNER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA PROVIDED BY THE CLIENT.
 5. THE DESIGNER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA PROVIDED BY THE CLIENT.



1 PROPOSED MASTERPLAN
 1:2500



REPORT

FOLDER: Legal Documents/Memorandum of Understanding/GYRACC
MEETING: ORDINARY COUNCIL MEETING – 10 DECEMBER 2019
REPORT TITLE: KATHERINE REGIONAL CULTURAL PRECINCT LIMITED
MEMORANDUM OF UNDERSTANDING

Purpose of Report

To seek approval to enter into an agreement with the Katherine Regional Cultural Precinct Limited for three (3) years.

Background

Katherine Town Council has provided operational funding for the Katherine Regional Cultural Precinct (Godinymayin Yijard Rivers Arts & Culture Centre [GRYACC]) since the official opening in July 2012. Since 2013 Council has also had an informal arrangement in place with GYRACC to co-ordinate, manage and host the Katherine Prize and other art and cultural events on behalf of Council. In order to clarify responsibilities, both operational and financially, the attached Memorandum of Understanding (MOU) was drafted.

In the 2019/2020 approved budget Council has ensured sufficient funding for the above items.

OFFICER RECOMMENDATION

That it be recommended to Council:

1. That Council approves the draft Memorandum of Understanding with the Katherine Regional Cultural Precinct Limited for three (3) years to 30 June 2022; and
2. That the Chief Executive Officer be authorised to execute a three (3) year MOU with the Katherine Regional Cultural Precinct Limited.

Allan McGill
CHIEF EXECUTIVE OFFICER

Delegation: Executive Manager – Community Services, Ms Rosemary Jennings
Schedule of Attachments: MOU – Katherine Regional Cultural Precinct Limited



MEMORANDUM OF UNDERSTANDING

KATHERINE TOWN COUNCIL AND KATHERINE REGIONAL CULTURAL PRECINCT LIMITED

1. INTRODUCTION

In recent years Katherine Town Council has supported the Katherine Regional Cultural Precinct Limited to operate the Godinymayin Yijard Rivers Arts & Culture Centre (GYRACC) and provide cultural activities for the local community. Both Katherine Town Council and Katherine Regional Cultural Precinct Limited have a mutual objective to support cultural activities in the Katherine community and foster opportunities for the members of the Katherine community to share and celebrate artistic traditions, practice and history. In promoting the arts and cultural development Katherine Town Council is keen to see affordable events for the wider community take place within this arena.

This Memorandum of Understanding builds on and reflects the cooperative arrangements that have existed between Katherine Town Council and Katherine Regional Cultural Precinct Limited. This Memorandum of Understanding seeks to provide financial and in-kind support from Katherine Town Council.

2. PARTIES

The parties to this Memorandum of Understanding are Katherine Town Council and the Katherine Regional Cultural Precinct Limited.

3. PURPOSE

This Memorandum of Understanding is intended to formalise the relationship between the parties by setting out arrangements for the cooperation and coordination of resources. It establishes a sound and mutually beneficial relationship between the two parties. It ensures that the partnership operates in accordance with the policies of both parties. It clearly states the roles and responsibilities by which each party agrees to operate in this new collaborative arrangement.

4. TERMS OF AGREEMENT

This Memorandum of Understanding shall be for a period of three (3) years commencing on the 1 July 2019 and concluding on the 30 June 2022 unless terminated or extended in accordance with the process described in Clause 6 of this document. A review of this Memorandum of Understanding will be undertaken on each annual anniversary of this document.

The parties may vary the terms of, or terminate this Memorandum of Understanding during the years of its operation by mutual agreement in writing of both parties providing one month's notice and following the convening of a special meeting in accordance with procedure in Clause 6.

The parties acknowledge that this Memorandum of Understanding does not give rise to legal obligations.

5. ROLES AND RESPONSIBILITIES

The parties agree to participate in the following working arrangements.

Katherine Town Council will:

- Provide an annual grant of \$30,000 during the term of this agreement to assist in the day to day operating costs of GYRACC.
- Provide an annual grant of \$10,000 during the term of this agreement to assist in the presentation and operating costs of the Katherine Prize.
- Provide the first prize funds received by KTC from the Lambert Family Trust for the Katherine Prize.
- Provide additional prize money of \$2,000 for a Katherine Town Council award linked to the Katherine Prize.
- Subject to obtaining grant funding, provide an annual grant of up to \$20,000 during the term of this agreement to stage free, family community events.
- Promote the activities of Katherine Regional Cultural Precinct Limited to the community for particular events.
- Promote the services of Katherine Regional Cultural Precinct Limited to its business community and provide opportunities for introductions to local trader associations and individual businesses with the purpose of developing one off or sustainable business relationships.

Katherine Regional Cultural Precinct Limited will:

- Acknowledge the support of Katherine Town Council as a major sponsor and include the KTC logo on any appropriate promotional material.
- Liaise with Katherine Town Council and the Lambert Family regarding the Katherine Prize to ensure the event continues to meet the needs of the community and key stakeholders.
- Provide Katherine Town Council with the opportunity to speak and display promotional signage in conjunction with the Katherine Prize and funded family friendly community event.

- Provide post event evaluative reporting to Katherine Town Council for all funded events. Apply for Katherine Town Council grants, through raising an invoice addressed to the KTC, pursuant to this Memorandum of Understanding for the purposes stated in this clause. If any of the payments to Katherine Regional Cultural Precinct Limited have a GST implication, then the amount is GST inclusive and Katherine Regional Cultural Precinct Limited is required to provide a tax invoice before any payment is made. If GST is not applicable, Katherine Regional Cultural Precinct Limited will receive the value of the grant with no GST provisions.
- Ensure that funds received under this Memorandum of Understanding are clearly accounted for and distinguished from all other monies that may be received by any other source.
- Provide a copy of its annual report if requested, including an audited financial statement.
- Ensure that all events presented under this agreement are managed within legislative and risk management frameworks with appropriate Work, Health and Safety and Public Liability insurances in place.
- Keep Katherine Town Council informed of the progress of any infrastructure development and any changes to programming that may ensue.

6. CONFLICT RESOLUTION

Any dispute that arises between the parties will be resolved by the following process:

- Parties must have at all times the following nominated person who is the contact person in relation to the operation of this Memorandum of Understanding. Katherine Town Council – Chief Executive Officer and Katherine Regional Cultural Precinct Limited – Director.
- The party raising the issue will document the concern(s) and provide the documentation to the nominated representative of the other party. If the dispute or concern(s) cannot be resolved to the satisfaction of both parties by the nominated representatives then a special meeting will be convened. The special meeting will be convened no later than fourteen (14) days after the documentation is received. The aggrieved party and nominated representatives will jointly decide who will attend the meeting. The meeting will provide parties the opportunity to negotiate an appropriate resolution to the conflict. All discussions will be confidential but any outcome will be recorded and signed by both parties.

7. TERMINATION

If one party wishes to terminate this agreement, the other party shall be notified in writing of this intention and the reasons for it. Such notification shall be supplied to the other party as early as possible and shall take responsible account of the budgetary processes and commitments relating to this agreement and the people affected by it.

This agreement shall not be deemed as terminated unless and until an exchange of correspondence documents both parties' acceptance of termination.

Signed for and on behalf of Katherine Town Council:

Signature: Date:

Name and Position (please print):

Signed for and on behalf of Katherine Regional Cultural Precinct Limited:

Signature: Date:

Name and Position (please print):



FOLDER: Local Governance / Council Meetings / 2019
MEETING: ORDINARY COUNCIL MEETING – 10 DECEMBER 2019
report title: NT LIQUOR ACT- PERMITS TO CONSUME ALCOHOL

PURPOSE OF REPORT

This report presents information in relation to recent amendments to NT Liquor Legislation.

BACKGROUND

The Council received a letter from the Director of Licencing on 26 November 2019, providing information in relation to changes to legislation related to Permits to Consume Liquor.

Further information will be tabled at the meeting of the Council on 10 December, with a proposal to deal with the changes without the need to gazette each permit issued.

The changes basically give the Council, or other property owners, the authority to issue permits to organisations to consume liquor on premises.

The proposal will seek to simplify or minimise the process of seeking a permit.

OFFICER RECOMMENDATION

That it be recommended to Council to:

That the Council note the report and consider further information that will be tabled at the meeting on 10 December 2019


Allan McGill
CHIEF EXECUTIVE OFFICER

Delegation: NIL
Attachments: NIL



FOLDER: Local Governance / Council Meetings / 2019
MEETING: ORDINARY COUNCIL MEETING – 10 DECEMBER 2019
REPORT TITLE: NORTHERN TERRITORY ABORIGINAL JUSTICE AGREEMENT - DRAFT

PURPOSE OF REPORT

The NT Government has released a draft Aboriginal Justice Agreement 2019/25 for consultation and this report seeks to make the Council aware of the draft document.

BACKGROUND

There is a consultation process taking place in relation to the Draft Agreement and as part of that there was a public meeting in Katherine on 29 November 2019.

The draft agreement can be viewed on the Attorney General's website: www.justice.nt.gov.au/attorney-general-and-justice/northern-territory-aboriginal-justice-agreement, and limited copies will be available at the meeting of Council on 10 December. The website also provides an opportunity to give input via email or written correspondence.

Consultation will continue until 31 March 2020

OFFICER RECOMMENDATION

That it be recommended to Council to:

That the Council note the Draft Northern Territory Aboriginal Justice Agreement 2019/25.

Allan McGill
CHIEF EXECUTIVE OFFICER

Delegation: NIL
Attachment: Overview of the Draft Northern Territory Aboriginal Justice Agreement



Statement of Commitment

The signatories to this Agreement commit as partners to achieve the aims of the NT Aboriginal Justice Agreement. We agree to be held accountable for the responsibilities contained within the Agreement.

Vision

The signatories have a shared vision:

For Aboriginal Territorians to live safe, fulfilling lives and be treated fairly, respectfully and without discrimination, and for Aboriginal offenders to have the opportunity to end their offending.

Aims

Over the seven years of the Agreement, in two stages, we aim to:

- reduce reoffending and imprisonment rates of Aboriginal Territorians
- engage and support Aboriginal leadership
- improve justice responses and services to Aboriginal Territorians.

The proposed strategies, actions and outcomes under each aim are provided from page 10 and in the table commencing on page 22.

The proposed governance, monitoring and evaluation processes for this Agreement are outlined on pages 14-17.



Guiding principles

In working towards the successful implementation of the Agreement, the signatories will work in partnership and be guided by the following principles:

1. Establish respectful and collaborative relationships and form a partnership built on mutual trust between government, Aboriginal communities and individuals.
2. Uphold the highest standards of honesty, integrity, transparency and accountability when working together.
3. Respect the diversity of Aboriginal people and communities across the Northern Territory, accepting that each has unique needs, histories and strengths that must be considered in the design and delivery of strategies, policies and services.
4. Adhere to the highest standards of cultural competence and best practice including accepting and respecting Aboriginal knowledge and the enduring connection of Aboriginal Territorians to country, culture, kinship and language.
5. Respect and honour the strength of Aboriginal Territorians and communities, and actively discourage bias and the use of deficit labelling.
6. Value and promote Aboriginal leadership and autonomy recognising that this will lead to greater and more meaningful change.
7. Ensure that Aboriginal Territorians have the same rights and opportunities as other Territorians.
8. Eliminate unfair treatment including conscious and unconscious bias.

Status of the Agreement

The signatories acknowledge that the provisions of the Agreement are not legally enforceable. This does not lessen the commitment of the parties to fully implement the Agreement in a manner that is constructive, transparent, and collaborative in accordance with these principles.



REPORT

FOLDER: Local Governance / Ordinary Meeting of Council / Agenda 2019

MEETING: ORDINARY MEETING OF COUNCIL – 10 DECEMBER 2019

REPORT TITLE: SCHOOL HOLIDAY PROGRAM GRANT FUNDING – REGIONAL FLEXIBLE GRANT AGREEMENTS

Purpose of Report

To approve the acceptance of the Regional Flexible Grant Agreement provided by the Department of the Chief Minister for the purpose of funding a Skate Park re-activation event and development of the advertising/marketing for the School Holiday Program in the December/January school holiday period.

Background

Katherine Town Council supports the School Holiday Program each period by developing an engaging promotional program and advertising strategy for the school holiday events occurring in Katherine. The marketing is developed for the target market (youth) with additional marketing to parents/guardians/caregivers.

This school holidays, Katherine Town Council have also facilitated a series of trial events with the aim to re-activate the Katherine Skate Park.

Working with Shredability Skateboarding and The Katherine Youth Outreach & Re-Engagement Centre (YOREO), Katherine Town Council aim to co-facilitate a 3-day event at the Katherine Skate Park for young people. The events will include free skate workshops for two (2) nights leading up to a free competition night. Young people will have the opportunity to display their new skills and compete to win prizes. Katherine Town Council would like to reactivate the Katherine Skate Park so that more young people will choose to hang out there and use the facilities. We hope this will help compliment the other events and projects happening in Katherine in the school holiday and keep young people active, included and off the streets.

Financial Implication

Department of the Chief Minister provides grant funding each round for the School Holiday Program events and marketing.

Katherine Town Council have applied for a total of \$7,633.50 (GST exclusive) for the December/January Holiday Program.

OFFICER RECOMMENDATION

That it be recommended to Council that:

1. Council accept the grant funding offer of \$7,633.50 (GST exclusive) from the Department of the Chief Minister for the 2019 School Holiday Program

2. Council authorise the Mayor and CEO to affix the common seal and sign the Agreement.



Allan McGill
CHIEF EXECUTIVE OFFICER

Delegation: Community Support Officer, Ms Rebecca Mewburn
Schedule of Attachments: Regional Flexible Grant Agreement – October School Holidays 2019 – Marketing Support

REGIONAL FLEXIBLE GRANT AGREEMENT

DETAILS

Grant	Regional Youth Services Program – School Holidays
Project:	December 2019 to January 2020 School Holidays
Funding Purpose:	To provide programs and events as per the application received through GrantsNT, for delivering during the aforementioned school holiday period.
Funding:	\$7 633.50 GST exclusive
Funding Period:	30 September 2019 to 13 October 2019
Recipient:	Katherine Town Council
Recipient's Contact Details:	Contact name: Sue Crammond Street Address: 24 Stuart Highway, Katherine NT 0850 Postal Address: PO Box 1071, Katherine NT 0851 Telephone: 8972 3751 Email: sue.crammond@ktc.nt.gov.au
Territory:	Northern Territory of Australia , care of its agency the Department of the Chief Minister
Territory's Contact Details:	Contact name: Thomas Manning Street Address: Level 1, Katherine Government Centre, 5 First Street, KATHERINE NT 0850 Postal Address: PO Box 1571, KATHERINE NT 0850 Telephone: 08 8973 8500 Email: Thomas.manning@nt.gov.au
Insurance: <i>[Refer clause 11]</i>	Public liability required: Yes
Special Conditions:	Nil

TERMS AND CONDITIONS

[Updated SFNT 24 July 2019]

1. Interpretation

1.1 A reference in these Terms and Conditions to:

- (a) "**Beneficiary**" means an organisation on whose behalf the Recipient is receiving the Funding under an auspicing arrangement.
- (b) "**Business Day**" means a day which is not a Saturday, Sunday or public holiday in Darwin in the Northern Territory of Australia.
- (c) "**Details**" means the Details on page 1 of this Grant Agreement.
- (d) "**Territory Enterprise**" means an enterprise operating in the Northern Territory that has a significant permanent presence in the Northern Territory and employs Northern Territory residents.
- (e) "**Unacquitted Funding**" means Funding that either has not been acquitted by the Recipient in accordance with clause 9.2(a) or the Recipient has failed to demonstrate that the Funding was spent in accordance with this Grant Agreement to the reasonable satisfaction of the Territory.

(f) **"Works"** means the acquisition, construction or improvement of structural assets or equipment and includes, without limitation, building and construction of new facilities, extension to or upgrading of existing facilities, the purchasing, installation or upgrading of equipment, fixtures and fittings, and general repairs and maintenance on existing facilities, equipment, fixtures and fittings.

1.2 A word or phrase in these Terms and Conditions that is capitalised is a reference to that word or phrase in the first column of the Details, or in this clause 1.

1.3 The Recipient acknowledges and agrees that this Grant Agreement is, and is intended to be, legally binding.

2. Grant of funding

2.1 The Territory agrees to pay to the Recipient the Funding for the Project on these Terms and Conditions.

2.2 The Territory is not liable to pay the Recipient any further Funding if the cost of the Project exceeds the amount of the Funding.

2.3 Failure of the Recipient to comply with these Terms and Conditions will be taken into consideration in any future grant applications and may result in the Recipient being excluded from consideration for subsequent or other funding.

2.4 Where the Recipient has an Australian Business Number (ABN), details of this grant may be provided by the Territory to the Australian Taxation Office.

3. Payment of Funding

3.1 The Territory will pay the Funding in one lump sum amount by electronic funds transfer to the Recipient's bank account within 20 Business Days of receiving the Recipient's bank account details and, if applicable, a tax compliant invoice.

3.2 Where the Recipient is receiving the Funding on behalf of a Beneficiary:

- (a) prior to disbursing the Funding Amount to the beneficiary the Recipient must first ensure the Territory is aware of, and has agreed to, the auspicing arrangement; and
- (b) the Recipient is not relieved of any of its obligations under these Terms and Conditions.

4. Use of the Funding

4.1 The Recipient will not vary the Funding Purpose without the written consent of the Territory.

4.2 In consideration of the Funding, the Recipient must use the Funding within the Funding Period for the Funding Purpose and for no other purpose (unless and until a variation is approved by the Territory in writing).

4.3 The Recipient may request a variation of the Funding Purpose, which request must:

- (a) be in writing;
- (b) provide reasons for the proposed change; and
- (c) (if applicable) a budget for the varied purpose.

4.4 Where the Funding Purpose permits the purchase of goods such as an item of property, goods or a capital improvement utilising the Funding, those goods become the property of the Recipient.

5. Conduct of the Project

5.1 The Recipient must:

- (a) carry out the Project diligently, effectively and in a professional manner to accepted industry standards;
- (b) adequately resource the Project with appropriately qualified, competent, experienced and skilled personnel;
- (c) promptly comply with all reasonable requests or directions of the Territory in respect of the Project;
- (d) if required by the Territory, keep the Territory fully informed as to the progress of the Project and the expenditure of the Funding; and
- (e) promptly advise the Territory in writing of any relevant matters which might affect the Recipient's ability to deliver or complete the Project or to meet any of the Recipient's obligations under this Agreement.

5.2 When using the Funding to acquire goods, services or Works for the Project, the Recipient is encouraged to acquire those goods, services and Works from Territory Enterprises.

6. Works and Buy Local requirements

6.1 This clause 6 applies where the Project involves Works.

6.2 The Recipient must:

- (a) ensure the Works are completed by the end of the Funding Period;
- (b) ensure the Works are carried out diligently, effectively, in a proper and workmanlike manner, and in accordance with all applicable laws and Australian Standards;

- (c) only engage contractors who are appropriately qualified, skilled and experienced; and
 - (d) ensure that it, its employees and its contractors, comply with all requirements of the work health and safety legislation applicable to such Works, including legislation relating to asbestos.
- 6.3 The Recipient must engage a Territory Enterprise to carry out or provide the Works, or otherwise demonstrate through conducting a Competitive Process that either:
- (a) there are no Territory Enterprises willing or able to carry out or conduct the Works; or
 - (b) the quotes or tenders received from Territory Enterprises do not provide best value for money.
- 6.4 The Competitive Process must:
- (a) invite Territory Enterprises (and any other enterprises) to submit quotes or tenders;
 - (b) include an assessment criterion based on local content and local commitment, which has a minimum weighting of 30% applied to it;
 - (c) include other assessment criteria with individual weightings that do not exceed 30%;
 - (d) encourage contractors to engage Territory Enterprises as subcontractors to carry out subcontract work associated with the Works; and
 - (e) be conducted in a fair and transparent manner with due regard to probity.
- 6.5 The Recipient warrants that:
- (a) it has the right to undertake the Works at the site at which the Works will be carried out, and has obtained any consents, approvals, agreements, authorisations or permissions of the owner and/or lessee of that site; and
 - (b) the site at which the Works will be carried out is, and will at all times be, fit for the purposes of carrying out the Project and the Works.

7. Acknowledgement of Funding

- 7.1 The Recipient agrees to acknowledge the Territory's contribution to the Project in all promotional, advertising or other publications (such as annual reports, newsletters, websites) by using the Territory's "Proudly supported by" logo.
- 7.2 The Territory will provide the Recipient with the current version of the logo.
- 7.3 The logo must be reproduced only in the format provided and of equal size and prominence to the Recipient logo.
- 7.4 The Territory reserves the right to limit and withdraw the use of its name and logo by the Recipient.

8. Unspent or Misused Funding

- 8.1 The Funding must be spent/dispursed by the Recipient within the Funding Period (or such other period as approved by the Territory in writing).
- 8.2 If the Funding, or part of it, is not spent at the end of the Funding Period or sooner termination of this Grant Agreement, the Recipient must either:
- (a) within 10 Business Days of the end of the Funding Period, seek a variation in accordance with the process set out in clause 4.3; or
 - (b) if no variation is sought or the variation has not been approved, return that part of the Funding that has not been spent to the Territory within 20 Business Days.
- 8.3 If at any time the Territory forms the reasonable opinion that the Funding has not been used in accordance with these Terms and Conditions, then the Territory may give the Recipient written notice to repay the Funding, or any part of it, to the Territory within a period specified in the notice.
- 8.4 Any amount required to be repaid under this clause 8 is deemed to be a debt due and owing to the Territory.

9. Funding Acquittal

- 9.1 The Recipient must keep accurate financial records relating to the Funding so that at all times the use of the Funding is identifiable, ascertainable and substantiated.
- 9.2 Within 20 Business Days of the end of the Funding Period, the Recipient must acquit the Funding by submitting to the Territory:
- (a) a completed acquittal form which certifies that the Funding has been used in accordance with this Grant Agreement; and
 - (b) copies of all of the Project's promotional materials that bear the Territory's logo.
- 9.3 The Territory will provide the Recipient with the acquittal form for completion. The Recipient must comply with all requirements specified in the acquittal form.

- 9.4 The Recipient authorises the Territory to inspect and audit all of the Recipient's records in connection with this Grant Agreement and the Recipient agrees to fully cooperate with the Territory in that regard.
- 9.5 The Recipient authorises the Territory to publish or otherwise report on the outcome of the Project.
- 9.6 The Territory may give the Recipient written notice to repay Unacquitted Funding to the Territory within a period specified in the notice, and any amount required to be repaid under this clause is deemed to be a debt due and owing to the Territory.

10. Special Conditions

- 10.1 The Recipient must comply with the special conditions set out in the Details (if any), which special conditions shall prevail over any other provision of this Grant Agreement to the extent of any inconsistency.

11. Insurance

- 11.1 The Recipient must:
- (a) if required in the Details, take out and maintain comprehensive public liability insurance for the Project for not less than \$10 million in relation to any single event;
 - (b) take out and maintain any other insurance required in the Details; and
 - (c) carry workers compensation insurance as required by law.
- 11.2 The Recipient must provide the Territory with a copy of any insurance policy on request.
- 11.3 If the Funding is used to purchase, create, acquire construct or upgrade an asset (such as an item of property, goods or a capital improvement), and it is required in the Details, the Recipient must ensure the asset is insured under an appropriate policy (such as building or contents insurance) for loss and damage. The Territory will have no responsibility for any loss of any asset or any costs associated with the upkeep of any asset purchased or acquired with the Funding.

12. Risk

- 12.1 The Recipient accepts all risks in respect of the Project including, without limitation:
- (a) the actual cost of the Project being greater than anticipated; and
 - (b) all liabilities associated with work health and safety, environmental issues, payments and liabilities to, and claims by, contractors and subcontractors, and payments and liabilities to third parties.
- 12.2 The Recipient releases to the full extent permitted by law, the Territory and its officers, employees, agents, subcontractors, visitors and invitees (in this clause referred to as "those released") from all responsibility or liability for the risks referred to in clause 12.1(b), the loss of or damage to any property, the injury to or death of any person, and any other loss or damage whatsoever, that arises in connection with the Project.
- 12.3 The Recipient agrees to indemnify and keep indemnified the Territory against any losses, damages, costs, expenses or other liability suffered or incurred by the Territory or incurred in dealing with any claim against the Territory in connection with the Project, howsoever arises, save to the extent the liability directly arose as a result of the Territory's negligent act or omission.

13. GST

- 13.1 Any term used in this clause that is referred to in *A New Tax System (Goods and Services Tax) Act 1999* (Cwth) will have the meaning which it has in that Act.
- 13.2 The parties acknowledge that the Funding under this Grant Agreement has been set exclusive of GST.
- 13.3 If the Recipient is not registered for GST, it warrants that it is not required to be registered for GST.
- 13.4 Where the Funding under this Grant Agreement is or becomes subject to GST for whatever reason, the following will apply:
- (a) the Funding under this Grant Agreement payable after the date the Funding becomes subject to GST will be increased by an amount equal to the relevant Funding multiplied by the appropriate GST Rate;
 - (b) the supplier will provide the recipient with a tax invoice and/or adjustment notes in relation to the supply prior to an amount being paid by the recipient under this Grant Agreement and will do all things reasonably necessary to assist the recipient to claim and obtain any Input Tax Credit available to it in respect of a supply; and
 - (c) if the supplier is registered for GST, but subsequently ceases to be registered for GST, the supplier must immediately notify the recipient in writing of that fact, and must repay to the recipient within ten (10) Business Days an amount equal to 1/11 of the relevant amount paid, less the actual GST incurred by the supplier.
- 13.5 Any disbursements incurred by the recipient and which are reimbursed by the supplier must exclude the input tax credit able to be claimed by the recipient in respect of those amounts. Where clause 13.4 applies these disbursements will then be grossed up for GST in accordance with that clause.

14. Privacy

14.1 The Recipient agrees to deal with all 'personal information' (as defined in the *Information Act 2002* (NT)) in connection with the Project in a manner that is consistent the Information Privacy Principles set out in that Act as if the Recipient were a public sector organisation.

15. Notices

15.1 All communications required to be given in writing in this Grant Agreement, must be given by hand delivery, registered post, facsimile or by email to the relevant party's Contact Details.

16. No Assignment

16.1 This Grant Agreement is not assignable or transferrable without the written consent of the Territory.

17. Warranty by the Recipient

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

18. Compliance with laws

18.1 The Recipient agrees to comply with, all relevant laws relating to the Project and the Recipient's obligations under this Grant Agreement.

19. Conflict of Interest

19.1 The Recipient warrants that, at the date of signing this Grant Agreement, to the best of the Recipient's knowledge, no conflict of interest exists or is likely to arise in relation to this Grant Agreement.

20. Termination

20.1 The Territory may terminate this Grant Agreement by notice to the Recipient if, in the Territory's reasonable opinion:

- (a) the Recipient is no longer able or willing to complete the Project;
 - (b) information provided to the Territory by the Recipient contained materially incorrect, false or misleading information;
 - (c) the Recipient breaches or otherwise fails to comply with these Terms and Conditions; or
 - (d) the Recipient is insolvent or becomes subject to any form of external administration,
- and clause 8.2 will apply.

20.2 Any clauses that are capable of surviving termination of this Grant Agreement continue to have effect after termination.

SIGNING PAGE

This document is executed as an agreement.

THIS SECTION TO BE SIGNED BY THE RECIPIENT

[must be signed by a person with the power and authority to sign on behalf of the Recipient]

THE COMMON SEAL OF KATHERINE TOWN COUNCIL was affixed
in accordance with section 26 of the Local Government Act 2008 (NT)
in the presence of:

.....
Signature of Chief Executive Officer

.....
Signature of Council member

.....
Full name of Chief Executive Officer

.....
Full name of Council member

Date: / /

Date: / /

GOVERNMENT USE ONLY

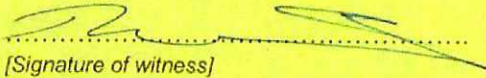
THIS SECTION TO BE SIGNED BY THE NORTHERN TERRITORY

SIGNED by)
for and on behalf of the **NORTHERN TERRITORY**)
OF AUSTRALIA pursuant to a delegation under the)
Contracts Act 1978 in the)
presence of:)



.....
[Signature of Delegate]

Date: ..31/10/19...


.....
[Signature of witness]

Thomas James Manning
.....
[Full name of witness]

Please return completed agreement (all pages) to:

Thomas Manning
Megan Kelly, Project Officer
Regional Network Group, Department of the Chief Minister

Thomas.manning@nt.gov.au
Email: Megan.kelly@nt.gov.au
Contact 08-8999-5115 if you have any queries in relation to
this agreement.

Hand Delivery: 14th floor, NT House, 22 Mitchell Street,
Darwin
Post: GPO Box 4396, Darwin NT 0801

0439 695 357



FOLDER: Local Governance / Council Meetings / 2019
MEETING: ORDINARY COUNCIL MEETING – 10 DECEMBER 2019
REPORT TITLE: REVIEW OF ELECTORAL REPRESENTATION

PURPOSE OF REPORT

This report presents an update in relation to the process of reviewing electoral representation as required by the *Local Government Act*.

BACKGROUND

At its meeting on 24 September 2019, the Council engaged Craig Rowe (CL Rowe & Associates) to conduct the review of electoral matters and attached is a copy of a consultation paper for consideration.

The paper was informed by discussions between Mr Rowe and the Council on 21 October 2019, on the existing provisions of the legislation and other relevant information.

The review process needs to be completed by 31 August 2020.

Should the Council endorse the draft consultation paper, a process of seeking feedback from the community will be programmed for early 2020.

The community consultation could commence in April 2020 and include the following elements:

- Web site and face book promotion
- Newspaper advertisements
- Public forum
- Completion of survey

The results of the consultation could be presented to the Council at its meeting in May 2020.

OFFICER RECOMMENDATION

That it be recommended to Council:

- A. That the Council endorse the draft consultation paper and commence a community consultation process commence in April 2020.
- B. That the results of the consultation be presented to the Council in May 2020.


Allan McGill
CHIEF EXECUTIVE OFFICER

Delegation: NIL
Attachments: NIL

Sue Crammond

From: Craig Rowe <clowe@internode.on.net>
Sent: Thursday, 21 November 2019 12:38 PM
To: Allan McGill
Subject: Electoral review
Attachments: Consultation Paper.pdf; Consultation Paper.docx; Questionnaire.pdf; Questionnaire.docx

Hi Allan

Attached please find copies of the draft Consultation Paper and the draft of the questionnaire, for your/council's consideration and comment.

Please note, Council will need to decide whether it wants to utilize the questionnaire in order to assist the public in the making of submissions.

In addition, please note that both documents are "draft" only and, as such, can be amended as required by Council.

I look forward to your advice and feedback from Council.

Regards.

Craig Rowe



**Urban & Regional Planners
Local Government Consultants**

PO Box 573
GOOLWA SA 5214
Phone: 0430 348 377



KATHERINE
TOWN COUNCIL

Review of Representation Arrangements
(Electoral Representation Review)
Section 23 of the Local Government Act 2008)

November 2019

Disclaimer

The information, opinions and estimates presented herein or otherwise in relation hereto are made by C L Rowe and Associates Pty Ltd in their best judgement, in good faith and as far as possible based on data or sources which are believed to be reliable. With the exception of the party to whom this document is specifically addressed, C L Rowe and Associates Pty Ltd, its directors, employees and agents expressly disclaim any liability and responsibility to any person whether a reader of this document or not in respect of anything and of the consequences of anything done or omitted to be done by any such person in reliance whether wholly or partially upon the whole or any part of the contents of this document. All information contained within this document is confidential.

Copyright

No part of this document may be reproduced or copied in any form or by any means without the prior written consent of the Katherine Town Council and/or C L Rowe and Associates Pty Ltd.



CONTENTS

1.	INTRODUCTION	1
2.	REVIEW PROCESS	2
	2.1 Council Workshop	
	2.2 Public Consultation	
	2.3 Final Decision	
3.	BACKGROUND AND CURRENT STRUCTURE	3
4.	PROPOSED FUTURE COMPOSITION AND STRUCTURE	4
5.	COMPOSITION OF COUNCIL	4
	5.1 Principal Member	
	5.2 Alderman or Councillor	
6.	ELECTOR REPRESENTATION	5
7.	WARD STRUCTURE	8
	7.1 Wards/No Wards	
	7.2 Ward Representation	
	7.3 Ward Identification	
8.	ASSESSMENT CRITERIA	11
	8.1 Communities of Interest	
	8.2 Communication and Travel	
	8.3 Demographic and Population Trends	
	8.4 Physical Features	
9.	COUNCIL NAME AND BOUNDARY	13
	9.1 Council Name	
	9.2 Municipal Boundaries	
10.	SUMMARY	14

1. INTRODUCTION

The Katherine Town Council is undertaking an "electoral review" in accordance with the requirements of Section 23 of the Local Government Act (the Act) 2008. The review must:

- assess the constitutional arrangements presently in force;
- determine whether the current constitutional arrangements provide the most effective possible elector representation for the council area;
- be undertaken at least once in the Council's term; and
- be completed by the end of August 2020 (or earlier if required by Council).

The public consultation presently being undertaken by Council affords all interested members of the community the opportunity to express their views in respect to the proposed future composition and structure of Council, as detailed herein.

It should be noted that any proposed amendments to the existing composition and/or structure of Council will come into effect at the next Local Government election in August 2021.

Key issues relevant to the review include:

- the title of the principal member (i.e. Mayor or President);
- the title of the elected members (i.e. Alderman or Councillor);
- the number of elected members required to adequately represent the community and perform the roles and responsibilities of Council;
- the division of the council area into wards or alternatively the retention of the existing "no ward" structure; and
- if wards are preferred, the number of required wards; the level of representation within each ward; and the name/title of any proposed ward.

This report addresses key issues of the review, and provides information pertaining to the provisions of relevant legislation; elector data; elector representation ratios; levels of ward representation; comparisons with the constitutional arrangements other similarly sized councils; demographic trends; population projections; and potential residential development opportunities which may impact upon future elector numbers.

Whilst the Act affords Council the opportunity to review its current name and municipal boundaries, changes in respect to these issues are not being contemplated at this time. Notwithstanding this, Council welcomes the thoughts and suggestions of the community in regards to these matters.

Information pertaining to the issues relevant to the future composition and structure of Council, and the rationale behind Council's proposal, is provided hereinafter for consideration and comment.

2. REVIEW PROCESS

Council must ensure that all aspects of its composition and structure, including the division or potential division of the council area into wards, are comprehensively reviewed at least once in every term of Council (i.e. every four years). In order to ensure that the review will be comprehensive and transparent, Council has adopted the following process.

2.1 Council Workshop

The elected members have considered and discussed all issues relevant to the review at a workshop conducted in October 2019.

This Consultation Paper outlines the future composition and structure proposed by Council; and presents information in respect to all of the key review issues so as to enable interested members of the community to make an informed submission regarding Council's proposal and/or alternatives thereto.

2.2 Public Consultation

This is the current stage of the review process.

The community is being made aware of the electoral review and the future composition and structure which Council proposes to bring into effect at the next periodic election in August 2021.

Interested members of the public are invited to make written submissions or complete the relevant questionnaire (which is available on the Council website or in hard copy at the Council offices).

The public consultation stage will be (insert number) days in duration; and will conclude at 5.00pm on (insert date).

All submissions received will be duly considered by Council; and any person who makes a submission will be afforded the opportunity to make a verbal presentation to Council (if so desired), at a future meeting of Council (date to be determined).

2.3 Final Decision

Following consideration of the public submissions Council will determine the outcome of the review. The decisions and all supporting information relevant to the review process (including copies of all public submissions) will be contained within a report which will be forwarded to the Minister for Local Government, Housing and Community Development.

Any proposed changes to Council's composition and/or ward structure will be considered by the Minister and, if approved, will come into effect at the next Local Government election (i.e. August 2021).

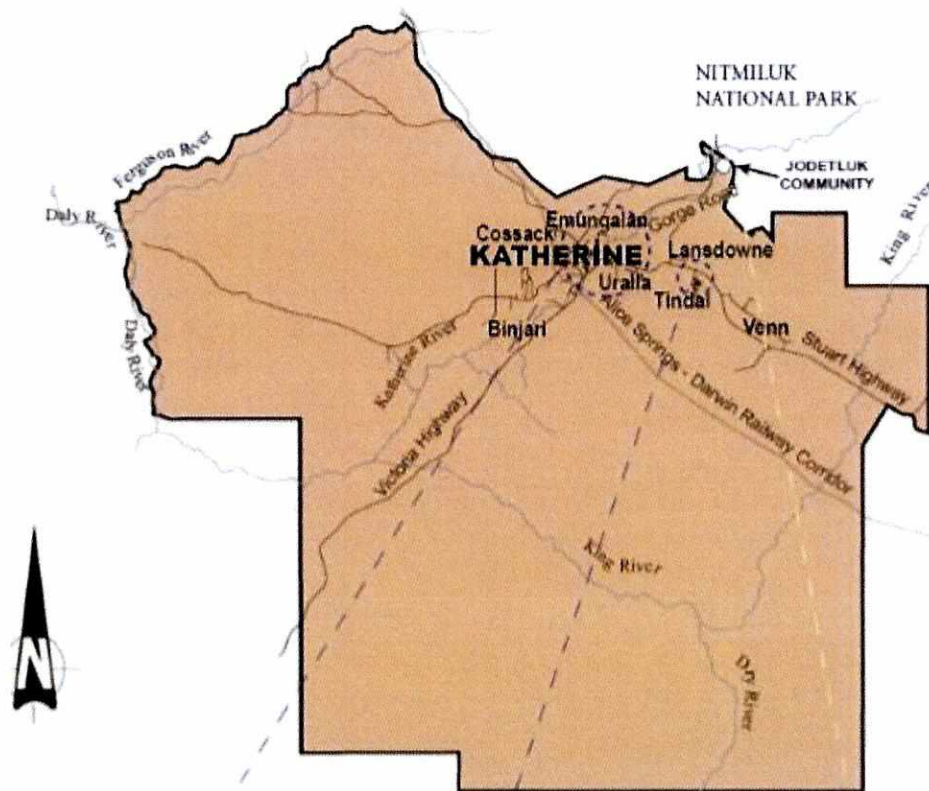
3. BACKGROUND AND CURRENT STRUCTURE

The Katherine Progress Association was formed in March 1937 and the Katherine Town Management Board was established in 1960. The Katherine Town Council was subsequently established in March 1978 with the first election being held in May of the same year.

The elected body of Council has always comprised an elected mayor and six (6) aldermen, and the council area has never been divided into wards (thus requiring all members to be elected at council-wide elections). This structure has been retained following a number of previous electoral reviews, the most recent being undertaken in 2006/2007, 2010/2011 and 2014/2015.

According to the Northern Territory Electoral Commission, the Katherine Town Council had 6,254 eligible electors as at the 9th October 2019, this equating to an elector ratio (i.e. the average number of electors represented by an elected member, excluding the Mayor) of 1:1,042.

Figure 1: Current structure/council area



4. PROPOSED FUTURE COMPOSITION AND STRUCTURE

The elected members of Council propose that the future composition and structure of the Katherine Town Council should be as follows.

- The principal member of the elected Council be the Mayor, to be elected by the community at council-wide elections, as per the provisions of Section 44(1) of the Act.
- The elected members of Council (excluding the mayor) will bear the title of Councillor, rather than Alderman.
- The elected Council will comprise the Mayor and six (6) Aldermen (i.e. total of seven (7) elected members).
- The council area will not be divided into wards (i.e. the existing "no wards" structure is to be retained).

It should be noted that:

- the proposed future composition and structure of Council will come into effect at the next periodic Local Government election in August 2021;
- Council's proposal may be reviewed following consideration of the submissions which may be received as a consequence of the current public consultation process.

5. COMPOSITION OF COUNCIL

5.1 Principal Member

Section 42(1) of the Act specifies that the principal member of a municipal council is to have the title of Mayor; and Section 44(1)(a) of the Act requires the principal member to be elected by the community. As such, the office of the principal member is not an issue for review.

5.2 Alderman or Councillor

The Act does not identify the title to be given to an elected member (other than the principal member).

The elected members of the Katherine Town Council have long held the title of Alderman, with the use of this title being confirmed during the past electoral reviews.

Of the other councils in the Northern Territory, only two (i.e. the City of Darwin and the City of Palmerston) have aldermen. Further, the trend across the nation is away from the title of alderman, with only two councils in Tasmania currently having aldermen, although one of these (i.e. the City of Hobart) is already transitioning to councillors.

The alternative title of councillor is generally well accepted by the communities within other councils across the country; is less formal than "alderman"; is more contemporary; is not gender specific; and is consistent with the title adopted by the majority of Councils throughout Australia.

Regardless of their title, all elected members (except the principal member) have the same roles and responsibilities. Section 35 of the Act specifies that the role of a member is:

- to represent the interests of all residents and ratepayers of the council area;
- to provide leadership and guidance;
- to facilitate communication between the community and the council;
- to participate in the deliberations of the council and its community activities; and
- to ensure, as far as practicable, that the council acts honestly, efficiently and appropriately in carrying out its statutory responsibilities.

Council believes that, whilst the title of Alderman has long been known and accepted by the local community, the alternative title of Councillor is more appropriate and acceptable, given that it is less formal; is more contemporary; is not gender specific; and is consistent with the title of elected members in the vast majority of Councils throughout the nation.

6. ELECTOR REPRESENTATION

Regulation 63(1) of the Local Government (Electoral) Regulations 2008 requires Council to assess *“whether the constitutional arrangements presently in force for electoral representation provide the most effective possible representation for the local government area of the council.”* This being the case, the review needs to identify (in part) the number of elected members who are required to provide adequate and fair representation of the electors of the council area; and to perform the roles and responsibilities of Council.

As there is no established formula or guideline to assist in determining an appropriate level of elector representation for the Katherine Town Council, the community will have to call upon their experiences in dealing with Council, as well as take some guidance from the structures of other councils. Similarly, the elected members have had to draw upon their practical experience in dealing with their constituents and their understanding of the demands of the office; as well as consider the structures of other councils within the Northern Territory and, to a lesser degree, from across the nation.

A comparison of Council’s elector representation arrangements with those of the other municipal councils within the Northern Territory (refer Table 1) indicates that Katherine Town Council is the largest council in area; has the least number of electors; has the second lowest number of elected members; and exhibits the lowest elector ratio (i.e. the average number of electors represented by an elected member).

Table 1: Elector details - Existing Northern Territory municipalities

Council	Members	Electors	Elector Ratio
Katherine (7,241 km ²)	6	6,254	1:1,042
Alice Springs (327 km ²)	8	15,169	1:1,896
Litchfield (3,100 km ²)	4	12,345	1:3,086
Palmerston (95.6 km ²)	7	22,247	1:3,178
Darwin (112 km ²)	12	50,118	1:4,177

Source: Northern Territory Electoral Commission (June 2019)

A comparison with the elector representation arrangements of the regional councils within the Northern Territory is of little or no assistance, given that these councils generally cover expansive areas of open rural land/natural landscape and contain relatively small elector numbers which are either contained within small communities or spread sparsely across the council area.

A comparison with the elector representation of similar sized (elector numbers) councils across the nation (refer Table 2) indicates that Katherine Town Council is the second largest in area; has the least number of elected members; and exhibits the highest elector ratio.

Table 2: Elector representation, various capital cities

Council	Members	Electors	Elector Ratio
Collie Shire (WA – 1,710.9 km ²)	11	6,299	1:573
Manjimup Shire (WA – 1,710 km ²)	11	6,387	1:581
Upper Lachlan Shire (NSW – 7,102 km ²)	9	6,065	1:673
Mid Murray (SA – 7,957 km ²)	9	6,377	1:709
Berrigan Shire (NSW – 2,066 km ²)	8	5,821	1:728
Town of Cottesloe (WA – 3.9 km ²)	7	5,841	1:730
Renmark Paringa (SA – 915.5 km ²)	8	6,376	1:797
Town of Mosman Park (WA – 4.3 km ²)	7	5,971	1:853
Katherine (7,241 km²)	6	6,254	1:1,042

Source: Various Electoral Commission election reports (2016 - 2018) and NT Electoral Commission (9 October 2019)

It is also noted that, of the 537 councils in Australia, twenty-nine (29) comprise five elected members (including the principal member); and fifteen (15) comprise six elected members. The remaining council comprise seven (7) – seventeen (17) members.

Given that no two councils are identical in terms of their location, topography, character, demographics, area or size (i.e. elector numbers and population), it is difficult to draw any sound conclusions from the information provided, other than to accept that there are councils of a similar size (in terms of elected members) to the Katherine Town Council which seemingly operate successfully.

Regardless, there needs to be sufficient elected members to:

- ensure a meeting quorum can be readily achieved;
- lead and form the core of the Council committees;
- participate in discussion and decision making within the Council chamber;
- meet and share the demands placed upon them by their constituents;
- provide adequate lines of communication between the community and Council; and
- provide the desired diversity in skill sets, experience and backgrounds so as to ensure a range of viewpoints necessary to spur discussion, innovation and creativity in Council planning and decision-making.

The council area is likely to experience growth in elector numbers within the foreseeable future, primarily as a consequence of the planned future development in and about Katherine East. This anticipated residential (elector) growth should be taken into account when determining the appropriate number of elected members.

Arguments in favour of an **increase** in elected members include:

- enhancing the lines of communication between Council and the community;
- the greater the number of elected members, the greater the likelihood that the elected members will be more familiar with the experiences of, and issues confronting, the local community;
- the greater the number of elected members, the more diverse the skill sets, expertise, experience and opinions; and
- an increase in the number of elected members may provide greater opportunity for community scrutiny and can make the elected members more accountable to their immediate constituents.

An increase in elected members will have the following impact in respect to the elector ratio.

Seven councillors: 1:893

Eight Councillors: 1:781

Nine Councillors: 1:694

In addition, it should be noted that any proposal to increase the number of elected members will come at a cost to Council (e.g. the current elected member allowance alone is \$15,829.90 pa).

A **decrease** in the number of elected members may simply not be feasible or practicable, given the small number of existing elected members and the minimal benefits likely to be achieved.

Consideration should also be given to whether Council should comprise an even or odd number of elected members (not including the Mayor). Whilst there are no inherent disadvantages with either option, an odd number of elected members may serve to decrease the likelihood of a tied vote of Council and thereby avoid the need for the Mayor to exercise the right of a "casting" vote (as per the provisions of Councils "Elected Member General Policy and Procedures").

Council believes that the existing number of elected members has served the Katherine Town Council well over many years; and can continue to provide fair, adequate and direct representation of the existing communities located throughout the council area. Further, it is considered that this level of representation and the existing elector ratio (1:1,042) is comparable with the elector representation arrangements of similarly sized councils across the country; and the workloads of the elected members should continue to be manageable.

Given the above, Council is of the opinion that a change to the existing level of representation is not warranted at this time.

7. WARD STRUCTURE

The provisions of Section 9 of the Act and Regulation 63(3) infer that a council area may or may not be divided into wards.

7.1 Wards/No Wards

7.1.1 No Wards

The advantages of the existing "no wards" structure include:

- "no wards" is the optimum form of democracy as the electors vote for all of the vacant positions on Council;
- the most supported candidates from across the council area will likely be elected;
- the elected members should be free of ward-centric attitudes;
- the lines of communication between Council and the community should be enhanced, given that members of the community will be able to consult with any and/or all members of Council, rather than feel obliged to consult with their specific ward members;
- the structure still affords opportunities for the smaller communities to be directly represented on Council, if they are able to muster sufficient support for a candidate and vote; and
- successful candidates generally have to attract no more votes than they would have received/required under a ward based election.

The disadvantages of a "no wards" structure include:

- the elected members could come from the more heavily populated parts of the council area rather than from across the whole of the council area;
- a single interest group could gain considerable representation on Council;
- concern council-wide elections will not guarantee that elected members will have any empathy for, or affiliation with, all communities across the whole council area;
- Council has to conduct elections and supplementary elections across the whole of the council area (at a significant expense);
- under the "no wards" structure the more popular or known elected members may receive more enquiries from the public (i.e. inequitable workloads); and
- potential candidates for election to Council may be deterred by the perceived difficulties and expense associated with contesting council-wide elections

At present only two other municipal councils (i.e. the City of Palmerston and the Alice Springs Town Council) and two small regional councils (Wagait Regional Council and Belyuen Community Government Council) have no wards.

7.1.2 Wards

The advantages of a ward structure include:

- wards guarantee some form and level of direct representation to all parts of the council area and existing communities of interest;
- elected representatives of wards can focus on local issues as well as council-wide issues;
- elected representatives of wards may be known to their ward constituents (and vice versa);
- elected representatives of wards can have an affiliation with the local community and an understanding of the local issues and/or concerns;
- the task and expense of contesting a ward election may be less daunting to prospective candidates;
- Council only has to conduct elections and supplementary elections within the contested wards (potential cost saving); and
- ward based elections have the potential to deliver councillors from different parts of the council area, potentially resulting in a greater diversity of skill sets, experience, expertise and opinions amongst the elected members.

The disadvantages of a ward structure include:

- elected representatives of wards do not have to reside within the ward that they represent and, as such, may have no affiliation with the local community and/or empathy for the local issues and/or concerns;
- electors can only vote for councillors/candidates within their ward;
- candidates can be favoured by the peculiarities of the ward based electoral system (e.g. candidates elected unopposed or having attracted less votes than defeated candidates in other wards);
- elected representatives of wards may develop ward-centric attitudes and be less focussed on the bigger council-wide issues;
- ward boundaries are lines which are based solely on elector distribution and may serve to divide the community rather than foster civic unity;
- despite comparable ward elector ratios, uneven levels of representation between wards and/or the physical sizes of wards can create a perception of imbalance in voting power within Council; and
- elected representatives of wards generally consider themselves to represent not only their ward but the council area as a whole and, as such, the need for wards is questionable.

Council considered a number of ward structure options, accepting that the introduction of wards may provide some benefits in regards to elector representation and ensuring local interests are not overlooked in favour of the bigger council-wide issues. Notwithstanding this, Council supports the retention of the existing "no wards" structure as the elected members act in the best interest of the whole of the municipality; the electors vote for all of the vacant positions on Council; and the most favoured candidates from across the council area generally get elected.

7.2 Ward Representation

7.2.1 Single Member Wards

Single member wards:

- allow the local community to elect their representative;
- afford the elected member the opportunity to be more accessible to their constituents; and
- enable the elected member to concentrate on issues of local importance (rather than just the bigger council-wide picture).

On the downside the work load of the elected member can be demanding and absenteeism of the elected ward member (for whatever reason and/or period) will leave the ward without direct representation (as there is no legislative provisions for a short-term proxy member).

7.2.2 Multi-Member Wards

Multi-member wards (i.e. wards with two or more elected members):

- allow for the sharing of duties and responsibilities amongst the elected members;
- can achieve a greater diversity in the characteristics, skill-set and opinions of the elected members;
- lessen the likelihood of ward parochialism;
- increase the lines of communication between the community and Council (within a ward);
- afford continuous ward representation should a member be absent; and
- can be larger in area and therefore can afford the opportunity to maintain whole identified communities of interest within the one ward.

There are no inherent disadvantages associated with varying levels of representation between wards, however, such structures can be seen to lack balance and/or equity, with the larger wards (in elector and elected member numbers) being perceived as having a greater, more influential voice on Council, even if the elector ratios within the wards are consistent.

If Council was to support the introduction of wards it would not be opposed to varying levels of representation between the wards, provided such a structure afforded fair and adequate representation and the elector ratios within each ward were as equal as practicable

7.3 Ward Identification

The allocation of names of local significance (geographical and/or heritage) is a conventional means of ward identification which is generally accepted by the community (electors) provided there is a rational basis for the selection. On the downside, it may be difficult to achieve consensus over potential ward names which have heritage significance, as many options will likely be worthy for consideration.

The alternative means of ward identification are limited. The allocation of letters, numbers or direction points (e.g. north, south, east and west) are considered to be acceptable, but it is suggested that these methods lack imagination and fail to reflect the character and/or history of the council area.

If Council was to support the introduction of wards it would likely favour a simple means of ward identification which generally reflects the physical and cultural location of the ward within the council area.

8. ASSESSMENT CRITERIA

Regulation 63(2) stipulates that, when carrying out an electoral review, a Council must give proper consideration to the following matters.

- Communities of interest in the area including economic, social and regional interests.
- Types of communication and travel in the area with special reference to disabilities arising out of remoteness or distance.
- The trend of population changes in the area.
- The density of population in the area.
- The physical features of the area.

In addition, the provisions of Regulation 63(3) require Council take into account the following when the council area is to be divided into wards.

- The desirability of the number of electors for each ward being as near to equal as practicable at the next general election.
- The desirability of keeping the area of each ward containing rural and remote areas as small as practicable.
- The desirability of keeping the demographic and geographic nature of each ward as uniform as practicable.
- The desirability of including an identifiable community wholly within one ward if practicable.

In summary, if Council was to favour the division of the council area into wards, any proposed future ward structure would need to exhibit wards which have an equal number of electors (or an equitable elector ratio); and should take into account such matters as communities of interest; population; ward area; topography; transport opportunities; and demographic change. Neither the Act nor the Regulations place any priority upon these criteria.

8.1 Communities of Interest

For the purpose of electoral review proposals, "communities of interest" can be defined as aspects of the physical, economic and social systems which are central to the interactions of communities in their living environment. They can be identified by considering factors relevant to the physical, economic and social environment; regional communities; history and heritage communities; and environmental and geographic interests.

The obvious communities of interest within the council area are the suburbs/localities of Katherine, East Katherine, Katherine South, Binjari, Cossack, Edith, Emungalan, Florina, Lansdowne, Mialibrumby, Rockhole, Tindal, Uralla, Venn and Walpiri.

Given the complexities of the "community of interest" concept, a simple solution is to ensure (where practicable) whole suburbs/localities/settlements (i.e. perceived established communities of interest) should be included within a single ward (in any proposed future ward structure), thereby protecting and maintaining the identity and character of the community.

8.2 Communication and Travel

The council area is relatively large (i.e. 7,241 km²) and contains some remote localities and communities. Notwithstanding this, community access to information and communication technology through mobile telephones, the internet and electronic media has increased exponentially during the recent past, and these advances generally make communication between Council and the community an easier task.

8.3 Demographic and Population Trends

Australian Bureau of Statistics data (ABS 3218.0 Regional Population Growth, Estimated Resident Population) indicates that the estimated population for the council area:

- increased by 1,129 (9,689 – 10,818) or 11.65% during the period June 2006 - June 2013;
- decreased by 247 (10,818 – 10,571) or 2.29% during the period June 2013 – June 2016; and
- increased by 50 (10,571 – 10,621) or 0.47% during the period June 2016 – June 2018.

Overall, the above data indicates that the estimated population of the council area increased by 932 or 9.61% during the period June 2003 – June 2018, with a slowing in growth evident since June 2013.

In addition, the Australian Bureau of Statistics "Quickstats" indicates that the estimated population for the council area increased from 9,187 in 2011 to 9,717 in 2016 (i.e. 530 or +5.76%).

Further, elector data provided by the Northern Territory Electoral Commission indicates that elector numbers within the council area:

- increased by 270 (i.e. 4,815 to 5,085) or 5.6% between the 2008 and 2012 Local Government elections;
- increased by 545 (i.e. 5,085 to 5,630) or 10.71% during the 2012 and 2017 Local Government elections; and
- increased by 628 (i.e. 5,630 to 6,258) or 11.15% during the period August 2017 to October 2019.

The aforementioned indicates that the increase in population and/or elector numbers has continued at varying rates over recent years.

Council is also aware that:

- the Katherine Land Use Plan 2014 indicated the land in and about Katherine East had the potential for a further 400 – 640 (or more) dwellings which could accommodate more than 2,000 additional residents;
- the Katherine East Area Plan "Draft Land Capability and Needs Assessment" predicts that the planned future development of Katherine East could realise an additional 2,107 dwellings which could accommodate an additional 6,321 residents;

- the actual extent and timing of future residential development in and about Katherine East (and the resultant increase in elector numbers) is difficult to identify and/or quantify; and
- the future residential development opportunities in Katherine East should be taken into account (as much as practicable) when determining the future composition and structure of Council (especially any potential future ward structure).

8.4 Physical Features

Katherine Town Council covers approximately 7,421 km² and predominantly comprises tropical savannah woodland. The township of Katherine is set amongst a Karst landscape of ancient limestone formations, outcrops, rare Cycads and subterranean caves. Other ecosystems include open eucalypt forest, rugged escarpment dotted in Spinifex, seasonal floodplains and isolated pockets of monsoon rainforest.

The aforementioned topographic features were taken into account (along with physical features such as the townships and settlements, major road network, the railway line, property boundaries and Hundred boundaries) when future potential ward structure options were developed for consideration.

9. COUNCIL NAME AND BOUNDARIES

The opportunity exists for Council to consider possible future changes to its name and/or external boundaries, as well as the likely impacts thereof in terms of future elector representation (including the configuration of any future ward structure), as part of its current review.

9.1 Council Name

The name "Katherine" has been associated with the local area since 1862 when explorer John McDougall Stuart first named the Katherine River. Since that time the township and community of Katherine have developed and the name has long been recognised and entrenched.

Council has formally been named the Katherine Town Council since it was initially established in 1978.

Given the historical significance of the current name of Council (in regards to both the Northern Territory and the local area) and the fact that nothing extraordinary has occurred in recent times to prompt change, the elected members of Council are not contemplating a name change at this time. Notwithstanding this, Council welcomes the thoughts and suggestions of the community in respect to this matter.

Council supports the retention of the existing council name (i.e. Katherine Town Council).

9.2 Municipal Boundaries

Whilst Council is not contemplating changes to its external boundaries as part of the current review, there is some potential for change (e.g. the inclusion of Katherine Gorge), however, the feasibility and viability of any changes would have to be investigated thoroughly; and any proposed changes to the municipal boundary would need to have the consensus of any affected neighbouring council and/or authority.

Council is not contemplating any changes to the municipal boundaries at this time; but is prepared to consider the suggestions and comments of the community in regards to this matter.

10. SUMMARY

The Katherine Town Council is undertaking a review of the current constitutional arrangements (“the review”) in accordance with the provisions of Section 23(1) of the Local Government Act 2008, so as to assess the adequacy of the constitutional arrangements presently in place and, in particular, whether they provide the most effective possible elector representation for the council area. It is Council’s intention that the review be completed by early 2020; and that any agreed amendments to the future structure and/or composition of Council be put into effect at the Local Government elections scheduled for August 2021.

The key issues that need to be addressed during the review include:

- the composition of Council, more specifically the number of elected members required to adequately and fairly represent the electors and communities within the council area and to perform the roles and responsibilities of Council;
- the title of the elected members (i.e. Alderman or Councillor);
- whether or not the council area should be divided into wards;
- if the council area is to be divided into wards, the identification of a ward structure which exhibits a reasonably equitable distribution of electors between the proposed wards and provides opportunities for the representation of all existing communities; and
- the title of any proposed future wards.

Having considered all relevant matters, Council has agreed that the following future constitutional arrangement model be presented to the local community for consideration and comment.

- The current composition of Council (i.e. the Mayor and six elected members) be retained.
- The elected members of Council (other than the mayor) bear the title of Councillor.
- The council area not be divided into wards (i.e. the existing “no wards” structure be retained).

Further, whilst Council is not contemplating changes to its current name and/or the existing municipal boundaries at this time, it invites the suggestions and comments of the community in respect to these matters.

Council is now seeking feedback from the community.

Interested members of the community are invited to make a submission expressing their views on the key issues and information contained within this report, as well as the proposed future composition and structure of Council outlined therein. A questionnaire (which is available on the Council website or in hard copy at the Council offices) has been prepared to assist members of the community to make a submission.

Submissions, which should be addressed to the Chief Executive Officer, PO Box 1071, Katherine NT 0851, will be accepted until 5.00pm on (insert date).

Further information regarding the electoral review can be obtained by contacting Allan McGill, the acting Chief Executive Officer, on telephone (08) 8972 5500.



KATHERINE
TOWN COUNCIL

HAVE YOUR SAY...

Review of Constitutional Arrangements

Pursuant to the provisions of Section 23(1) of the Local Government Act 2008 the Katherine Town Council is undertaking a review of its current constitutional arrangements with the view to determining the most effective possible representation for the council area.

This document is provided to assist community members to make a submission to Council regarding the key issues which may affect the future composition, size and structure of Council. Interested persons should take the opportunity to read the Consultation Paper prior to completing this document or making a written submission. The Consultation Paper is available at the Council offices and/or on the Council website (www.katherine.nt.gov.au).

Please where appropriate and provide additional relevant comments if so desired.

1. Have you read and understood the Consultation Paper?

Yes

No

2. Which title do you think the elected members of Council should have?

Alderman

Councillor

3. How many elected members (excluding the Mayor) are needed on Council to provide the most effective possible representation of all electors?

6

More

Less

If you have answered "More" or "Less", please indicate your preferred number and provide brief comments supporting your preference.

4. Should the Katherine Town Council be divided into wards?

Yes No

If you answered "yes", please provide a brief description of your preferred ward structure and suggested ward names/titles.

5. Should the Council name be changed?

Yes No

If you answered "Yes", do you have a suggestion as to what the Council name should be changed to?

6. Should the municipal boundaries be changed?

Yes No

If you answered "Yes", please provide a brief description of what changes you think should be made.

Name:

Address:

Please submit by 5.00pm on (insert date) to:

Chief Executive Officer
Katherine Town Council
PO Box 1071
Katherine NT 0851

Email: records@ktc.nt.gov.au

THANK YOU.



FOLDER: Local Governance / Council Meetings / 2019
MEETING: ORDINARY COUNCIL MEETING – 10 DECEMBER 2019
REPORT TITLE: BIG RIVERS REGION WASTE MANAGEMENT PROJECT

PURPOSE OF REPORT

This report provides an update in relation to the region waste management project hosted by the Katherine Town Council.

BACKGROUND

The Big Rivers Region Waste Management Working Group (BRRMMWG; the Group) commenced in 2014 and is comprised of the Roper Gulf, Victoria Daly and West Daly Regional Councils, Katherine Town Council, the Department of Health, the NT EPA, NT Worksafe, the Department of Environment and Natural Resources, the Department of Local Government, Housing and Community Development and LGANT. In December 2018, Coomalie Community Government Council joined the group. The group has bi-monthly meetings in which waste projects progress, issues and ideas are shared. The group was initiated following success of a similar regional waste group in Central Australia.

The aim of the group is to discuss regional waste management and environmental health issues and work collaboratively to develop solutions and implement best practice procedures for waste management facilities in remote communities within the Big Rivers Region. In 2016, the Department of Health provided funding for the employment of a Waste Management Coordinator to assist the group with their waste management issues commencing in May 2016. The positive outcomes initiated by this role encouraged the Department of Health to fund two additional years of funding. In 2019, the DLGHCD agreed to fund the role for three additional years. The position is co-funded by the participating regional councils with in-kind support and cash provided by the Katherine Town Council.

A couple of outcomes to date:

- Landfill audits conducted
- Advice provided to Councils for infrastructure updates and management procedures to improve facilities and ensure compliance
- Education Council staff about environmental duty and risks of inappropriate waste management
- Collaborative scrap metal project seeing scrap metal removed from communities
- Discussions about regional waste solutions (Veolia / Remondis)
- Exploration and implementation of recycling opportunities
- Securing funding opportunities and assisting Councils with funding submissions

The project is hosted by the Katherine Town Council and there is a working group that meets to guide the project.

The Council has employed Janna Poortinga to be the project officer and attached is a copy of an activity plan for 2019/20.

A draft budget for the project will be tabled at the meeting on 10 December.

KATHERINE TOWN COUNCIL



Also attached is a copy of a report on a conference attended by Janna Poortinga and a list of achievements the group have made.

OFFICER RECOMMENDATION

That it be recommended to Council to:

That the Council receive and note the report.

A handwritten signature in blue ink that reads 'Allan McGill'.

Allan McGill
CHIEF EXECUTIVE OFFICER

Delegation: NIL
Attachments: Big Rivers Region Waste Management Project
12th Aboriginal and Torres Strait Islander Environmental Health Conference
List of Achievements for the Big Rivers Region Waste Management Working Group

BIG RIVERS REGION WASTE MANAGEMENT PROJECT

Aim: Minimisation of environmental health risks and increasing of sustainable practices by improving waste management in the Big Rivers Region.

Objective: To provide support in the form of reports, advice, presentations, education and regional collaboration projects to the Councils to improve waste management services.

Action Plan

1. Joint Projects

- **Scrap Metal Collection**
 - Collaborative project between the participating councils to have the scrap metal removed from all communities.
- **Shredder Project**
 - Regional project to find solutions for reducing waste volumes going into landfill.
- **Community participation CDS**
 - Extend accessibility of CDS in communities (e.g. utilizing mobile collection depots) to increase participation in the scheme.
- **Guide to tackle legacy waste**
 - Develop a guide to be available to all Councils (and beyond) to assist in dealing with legacy waste issues.
- **Listed Waste Regional Collection Program**
 - Look for end-markets, handling methods and transportation opportunities for listed waste on a regional scale.
- **Updating Big Rivers and Katherine Landfill Operating Manual**
 - Update and adjust to Big Rivers-specific conditions (wet season, etc.)

- **Waste Education Campaign**
 - A regional campaign to educate communities about 'the story of waste.'
- **Remote Plastic Recycling**
 - Find and implement (find funding) a remote plastic recycling program, e.g. in combination with 3D printers.
- **On-ground waste management presentation**
 - Develop a presentation to introduce on-ground workers to safe waste management practices.

2. Individual Projects

- **Victoria Daly Regional Council**
 - Assist in development documentation for Yarralin (Environmental Management Plan, Emergency Response Plan, etc.)
 - Assist in NT EPA compliance Kalkarindji landfill
- **West Daly Regional Council**
 - Review Waste Management Strategy
 - Initial Desktop Study
 - Review Consultant's work in Wadeye landfill development
 - Develop licencing documentation Wadeye landfill (Environmental Management Plan, Landfill Operations Plan, Emergency Response Plan, Closure and Post Closure plan)
- **Roper Gulf Regional Council**
 - Develop licencing documentation Ngukurr landfill (Environmental Management Plan, etc.)
 - Develop licencing documentation Numbulwar landfill
 - Develop licencing documentation Borroloola landfill
- **Katherine Town Council**
 - Advice in closure and rehabilitation of current landfill site
 - Improve reuse - reduce - recycling practices
 - Explore regional waste solutions (and beyond)
 - T.b.d. (depending on works done by consultants and work required from me).
- **Coomalie Community Government Council**
 - Update Landfill Operational Plan Adelaide River
 - Develop Emergency Response Plan Adelaide River
 - T.b.d.

3. Other matters endorsed by participating Councils

Timeline

July 2019

Completion: Site visits Sims Metal

- Tyre fire Katherine
- Site visits Sims Metal
- Desktop Study Wadeye
- Shredder EOI quotes

August 2019

Completion: Funding submissions DENR, hire consultant EOI and NATSIEH presentation

- Waste campaign (funding submission + quotes + letters of support)
- Desktop study Wadeye
- NATSIEH presentation + transcript
- Shredder EOI Consultant communication
- Funding submission recycling cabinet KTC

September 2019

Completion: Desktop Study Wadeye, progress report funding and NATSIEH conference

- Desktop Study Wadeye
- Tyre fire Katherine
- NATSIEH conference
- Big Rivers Waste meeting
- Shredder EOI Consultant communication
- Progress report funding

October 2019

Completion: Shredder project (withdrawal), workplan and budget, Sims Metal project review and project proposal new project (flowing on from Shredder project)

- Shredder project
- Conference report
- Updated work plan + budget
- Sims Metal project review
- Project proposal new project (flowing on from Shredder project)

November 2019

Completion: Ngukurr Environmental Management Plan, Keep Australia Beautiful event

- Waste Campaign draft concept videos
- Ngukurr Environmental Management Plan
- Other documents required for licencing Ngukurr
- Big Rivers Waste meeting
- Explore recycling opportunities household batteries + lightbulbs
- Keep Australia Beautiful event

December 2019

Completion: Update Landfill Operational Plan Adelaide River, proposal recyclables collection Katherine (batteries + lightbulbs) and Licencing of Ngukurr, Scrap Metal plan

- Other documents required for licencing Ngukurr
- Waste Campaign draft concept videos
- Proposal for recyclables collection Katherine (batteries + lightbulbs)
- Listed waste workshop (organised by LGANT)
- Scrap Metal plan

January 2020

Completion: Draft concept videos Waste Campaign, CDS participation proposal Vic Daly

- Draft concept videos Waste Campaign (for approval from Councils)
- Proposal CDS participation Victoria Daly region
- Legacy waste guide update
- Explore Listed Waste Regional Collection opportunities
- Explore Remote Plastic Recycling
- Big Rivers Waste meeting

February 2020

Completion: Emergency Response Plan Adelaide River, t.b.d.

- Develop Emergency Response Plan Adelaide River
- Legacy waste guide update
- Review/update Waste Management Strategy West Daly
- T.b.d. (pending funding submissions, council approvals, etc.)

March 2020

Completion: Legacy Waste Guide, on-ground waste management presentation, t.b.d.

- Legacy waste guide
- On-ground waste management presentation
- T.b.d. (pending funding submissions, council approvals, etc.)

April 2020

Completion: t.b.d.

- T.b.d. (pending funding submissions, council approvals, etc.)

May 2020

Completion: t.b.d.

- T.b.d. (pending funding submissions, council approvals, etc.)

June 2020

Completion: t.b.d.

- T.b.d. (pending funding submissions, council approvals, etc.)

PROJECT	2019												2020					
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN						
KATHERINE TOWN COUNCIL																		
Review Consultant's work						T.B.D.												
Assistance Tyre Fire																		
Improve Reuse Reduce Recycling																		
COOMALIE COMMUNITY GOVERNMENT COUNCIL																		
Update landfill operations plan Adelaide River																		
Develop Emergency Response Plan Adelaide River																		
OTHER ACTIVITIES																		
Conferences, Symposia, Events, Workshops, etc.																		

COMPLETE

T.B.D. (pending funding + approval)

T.B.D.

COMPLETE

TBD

TBD

T.B.D.

NAME	Janna Poortinga	JOB TITLE	Waste and Recycling Consultant
CONFERENCE DETAILS			
Title Conference	12 th National Aboriginal and Torres Strait Islander Environmental Health Conference		
Location	Perth, Western Australia		
Date	16-19 September 2019		
Name of the organising or sponsoring body	Environmental Health Australia		
Outline of proceedings + reason for attendance	<p>The aim of the conference is to increase the understanding and awareness of environmental health issues in Aboriginal and Torres Strait Islander communities. I am working on improving environmental health in Aboriginal communities (waste management), which is why this conference is a good forum to talk about the work that I'm doing and hear about the work others are doing. The Service Agreement with the Department of Health (funding for my role from 2016-2019) states presenting at this conference as a key service delivery.</p>		
Details of attendance and participation in the conference (e.g. title of presentation)	<p>I presented together with my colleague from Central Australia, Michael Davis, about the Power of Collaboration in Waste Management. The theme of the conference was: one goal, different paths. We presented about our different approach to the same issue (large quantities of scrap metal in communities: mine being collection using Sims Metal, Michael's being trying to get funding for a joint scrap metal baler so the councils can do it themselves). The slides of this presentation are attached to this form.</p>		
CONFERENCE REPORT			
How useful was this conference for you? (e.g. take home messages)	<p>The main focus of this forum was on overcrowded housing and hygiene in houses. The majority of the presentations were about tackling these issues, which are not related to waste management. What was related to waste management however is the approach the people used to implement their projects. Education is a major part of making changes, and it was very useful to hear about other education campaigns. My take home message from the conference is the distribution of more basic, simple and accessible information.</p>		
Will you make a further contribution to this conference in the future? (e.g. if it is an annual conference)	<p>The NATSIEH conference is a bi-annual conference which has been attended by my colleague and predecessor 2 years ago. I think the attendance of Michael and me was an important element in providing a full program since we brought light on the importance of waste management in environmental health, as well as the importance of regional collaboration. Even though the specific subjects discussed during the conference were not always useful, the methodology was. Furthermore, conferences generally inspire and motivate. For those reasons, I would consider making a further contribution</p>		

	to this conference.
Did you have the opportunity for (informal) networking and if so, what potential contacts did you make?	<p>Yes. Michael Davis (doing my role but then in Central Australia) is the closest person I have to a 'real' colleague, as we are doing the same job, just in different areas. Even though we try to catch up through e-mails and phone calls, it is always good to see each other in person and have extended chats about the job and the work we've been doing.</p> <p>I reconnected with Alison Leckie, the program coordinator of a similar collaboration in regional New South Wales. She coordinates 12 Councils in the field of Waste Management and her position is funded by the NSW EPA. I met her when I just started my job and went to Alice Springs to be mentored by Michael Davis, when she was there too to have a look at Michael's successes. Alison attended this conference and we spent a lot of time together. We talked about (amongst others) ideas and struggles in the job.</p> <p>I caught up with Aaron Clifford, Elva Gela and Nicola Slavin. They are all from the Department of Health and even though I've met them before, we don't get to catch up often as they are in Alice Springs and Darwin.</p> <p>I met with Brooke Rankmore, who is the CEO of Animal Management in Rural & Remote Indigenous Communities (AMRRIC). She is located in Darwin. She is interested in becoming part of the working group and extending our program from waste only to waste and animal management. I've told her I will invite her to one of our meetings so she can do a proposal of her idea.</p>
If applicable, how was your presentation received? (e.g. attendance, questions, how you performed)	Very well. I received several compliments afterwards from people I hadn't spoken with before. We received several questions, which is always a good indication that people were listening and interested. I was very nervous and my voice would shake from time to time, but experiences like these will help prevent that in future events.
How do you plan to apply the knowledge gained during the conference?	The presentations about education campaigns will be very useful in my own proposed campaign. It has made me aware of the importance of using simple drawings, few words and a lot of repetition. The conference has inspired me to work on an on-ground waste practices guide presentation that can be shown to on-ground staff to help educate them about proper waste management practices.
FURTHER INFORMATION	
Details of where further information may be obtained (e.g. copies of conference proceedings)	Further information can be found on http://natsieh.com.au/

PHOTOS



PRESENTATION SLIDES

The Power of Collaboration

Wednesday, 28 September 2011

Michael Davis & Janna Poortinga

- Big Rivers' approach
 - Issues
 - Collaborative approach
 - Project
 - Opportunities
- Central Australia's approach
 - Background
 - Rational
 - Objective
 - Products
 - Structure and Operational plan

Introduction Big Rivers' Approach Central Australia's Approach Conclusion

Central Australian Waste Management Working Group (CAWMWG)

Introduction Big Rivers' Approach Central Australia's Approach Conclusion

Big Rivers Region Waste Management Working Group (BRRWMWG)

Introduction Big Rivers' Approach Central Australia's Approach Conclusion

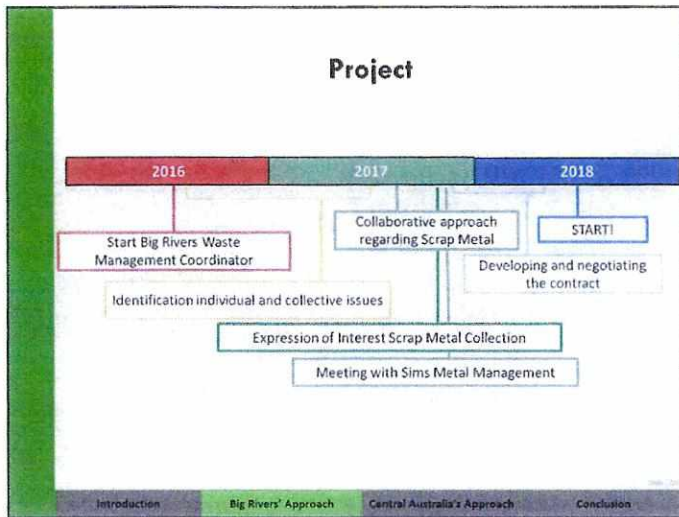
Issues

Introduction Big Rivers' Approach Central Australia's Approach Conclusion

Collaborative Approach

- High quantities
- Voluminous
- Remote
- Economies of Scale

Introduction Big Rivers' Approach Central Australia's Approach Conclusion



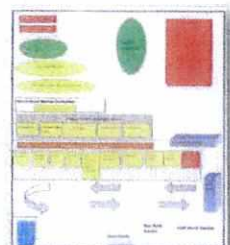
Opportunities

- Legacy waste
- Reduction of waste volumes
 - Littering programs
 - Education programs
- Waste separation and recycling

Introduction
Big Rivers' Approach
Central Australia's Approach
Conclusion

Background

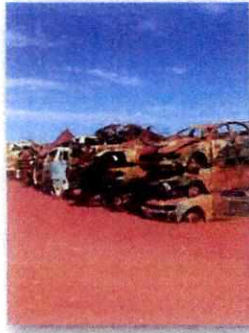
- Resource recovery and waste separation commenced approx. 6 years ago.
- "Community Drop off Bays" and stockpiling of 11 recyclables including metals.

Introduction
Big Rivers' Approach
Central Australia's Approach
Conclusion

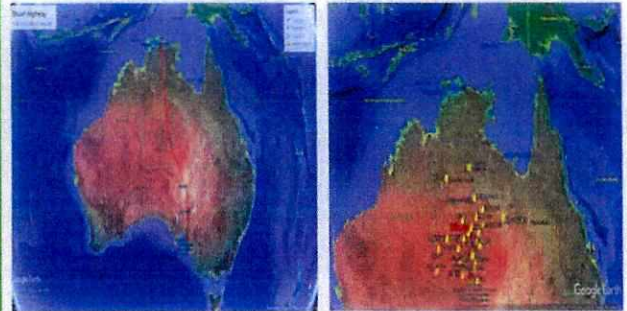
Scoping

- Audit in 2017: Estimated approximately 31,660 tonne of scrap metal stockpiled:
 - Council landfills
 - Abandoned on Crown or Aboriginal lands in Central Australia
- Abandoned vehicle numbers expected to remain constant.
- Expected increase in scrap metal volumes over the coming years
 - Projects like "Room to Breathe" Government housing upgrade project.



Introduction Big Rivers' Approach Central Australia's Approach Conclusion

- Only 5 of our 33 communities are currently **CONSIDERED** for **INTERMITTED** scrap metal collection service (close to the Stuart Highway on sealed roads)
- The purchase of a new light weight baler incapable of travelling on unsealed roads would suggest that service levels will not increase in the near future.



Introduction Big Rivers' Approach Central Australia's Approach Conclusion

Project

- In April 2017 the NT Government contacted us to ask if we may be interested in Funding opportunity for a baler
- So we investigated
 - Service operators ability or desire to provide an appropriate service (little to no interest)
 - Transporting issues mainly around costs (costly and difficult and little interest)
 - The cost overall for a once off clean up of country (questimated \$1 mill plus)

Introduction Big Rivers' Approach Central Australia's Approach Conclusion

Issues

- Find a market for the material
- An appropriate service
- Equipment to bale and transport of the material off community and to market
- An income or funding to pay for it!!

Introduction Big Rivers' Approach Central Australia's Approach Conclusion

Our Resolution

- The group establishing a metal recycling, recovery and sorting operation that includes abandoned vehicles and scrap metals.
- Turning recycling opportunities (starting with metals) into a social enterprise type income which in turn can then be re-invested back into waste management development opportunities.



Introduction Big Rivers' Approach Central Australia's Approach Conclusion

Using income from the products (at April 2017)

Product	Current Volume
Remote Council landfill vehicles	5,944 tonnes
Remote Council landfill stockpile ferrous metals	2,716 tonnes
Crown land volumes	17,000 tonnes
Alice Springs landfill	6,000 tonnes
Total	31,660 tonnes

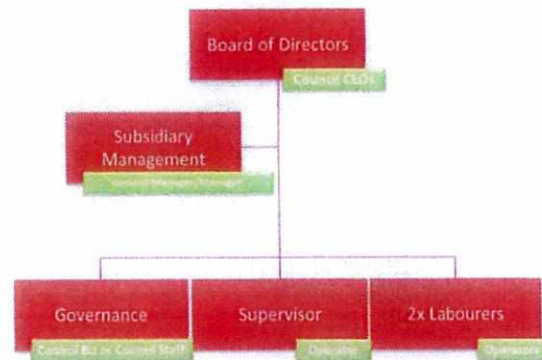


Introduction Big Rivers' Approach Central Australia's Approach Conclusion

The Business

- Will be owned by the three Councils as partners (sharing liabilities)
- **Step 1** – Establishing a subsidiary
- **Step 2** – Each Council will provide funding via their share of a grant for the Recycling Project
- **Step 3** – Acquire the capital assets required to undertake the Recycling Project

Structure



With the objective of:

- Forming a business based on sound business practices
- Ensuring recycling is sustainable in Central Australia
- Cleaning up our Country
- Minimize landfilling
- Create jobs using local labour
- Improve economic development
- Investigate options for processing and value adding to recyclable products

Operational Plan

- Mobile service
- Baling all vehicles and scrap metal stockpiles into 1.1 ton bales
- Then transporting baled material to storage depots



- The Business will be paid market price (estimated \$20 surplus after expenses)
- The market will cover the costs of transport from our storage depots to Adelaide market (Local transport company will be used where possible)
- Surplus income will be used to fund ongoing waste management best practice projects.

Capital Items Required



- Fuel Cell
- Comprehensive Tool set
- Computer & tablet
- 2x Mobile phones

Introduction Big Rivers' Approach **Central Australia's Approach** Conclusion

Financial Plan

<ul style="list-style-type: none"> • Funding Requested From NT Government – Capital – First year operating costs 	<ul style="list-style-type: none"> • Return on investment ➢ On current market rates the project is sustainable <ul style="list-style-type: none"> • Based on a 3 year business model • Processing 240 tonnes a week (based on 44 weeks pa)
<ul style="list-style-type: none"> • Profit & Loss – After running costs including: <ul style="list-style-type: none"> • Plant & equipment • Staffing • Depreciation • Operational costs – Estimated surplus after 3 years 	<ul style="list-style-type: none"> • Ongoing Profit & Loss – The operation requires approximately 10,000 tons on metal per year to remain sustainable. – We est. approx. 5,000 tons of scrap metal are disposed of in Central Australia per year. – It is estimated that at these volumes a service will be required every 3 to 5 years.

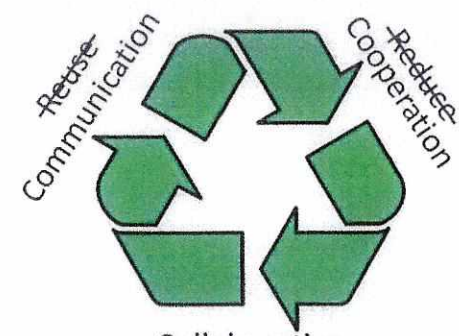
Introduction Big Rivers' Approach **Central Australia's Approach** Conclusion

Conclusion

- Power of collaboration?
 - Stronger outcomes
- Are we there yet?
 - Long way to go outside NT
 - Long way travelled within the NT

Introduction Big Rivers' Approach **Central Australia's Approach** Conclusion

Questions?



Collaboration
Recycle

Janna.Poortinga@krc.nt.gov.au Michael.Davis@macdonnell.nt.gov.au

LIST OF ACHIEVEMENTS FOR THE BIG RIVERS REGION WASTE MANAGEMENT WORKING GROUP

For all councils:

- Bimonthly meetings to share knowledge, ideas and problems around waste and recycling
- Cross organizational collaboration (Councils, LGANT, NT EPA, Dept of Health, Dept of Local Government, Dept of Environment, NT Worksafe and industries)
- Expansion regional group with Coomalie joining in 2018.
- Landfill inspections of the communities in de Big Rivers Region to assess NT EPA compliance and identify health issues
- Expert advice on waste and recycling related questions
- Attend forums on waste and recycling related issues for NT to represent the interests of remote councils (e.g. product stewardship, tyre recycling, listed waste handling)
- Regional scrap metal collection project seeing scrap metal removed from all communities whilst encouraging collaboration between Councils (develop tender, develop contract, project management)
- Developed a business case for a regional shredder which opened up a \$3.5 million funding opportunity for a collaborative waste project
- Collaboration with Charles Darwin University with regards to construction and demolition waste issues and solar panels.
- Developed guide on how to tackle Legacy Waste (draft)
- Investigate regional waste solutions (meetings Remondis and Veolia)
- Waste Campaign project (just secured \$50,000 in funding to start this project)

Promoting the good work of the group with presentations at:

- Keep Australia Beautiful Event 2016 (about the working groups)
- National Aboriginal and Torres Strait Islander Environmental Health conference 2017 (about the working group)
- LGANT waste management symposium 2018 (about scrap metal project)
- LGANT waste management symposium 2019 (about legacy waste)
- National Aboriginal and Torres Strait Islander Environmental Health conference 2019 (about scrap metal project)

Katherine:

- Initiate closure process for WMF
- Initiate process of new site selection
- Initiate process of legacy tyre removal at WMF
- Introduce E-waste collection for recycling
- Develop draft waste management strategy
- Business case for green waste shredding which led to re-initiating green waste separation at the WMF
- ZeroWasteKatherine challenge (1 tip a day to reduce waste for the month of September in 2018)
- Updating website content with regards to waste and recycling
- Review consultants' work (have discovered some crucial mistakes in their work)

Roper Gulf:

- Site plan for Ngukurr (upgrades implemented as we speak)
- Environmental management plan Ngukurr (in progress)
- Other documentation required for licencing Ngukurr – licencing process planned for December 2019 (in progress)
- Site plan for Numbulwar (upgrades planned)

- Site plan for Borroloola (upgrades completed now)
- Analysis success Container Deposit Scheme in Mataranka
- Developed report on legacy waste Beswick and Barunga

West Daly:

- Site plan for Wadeye
- Site plan for Peppimenarti
- Site plan for Palumpa
- Assist funding submissions for landfill upgrades for all three communities
- Develop project plan new landfill site Wadeye
- Initial desktop study Wadeye

Victoria Daly:

- Site plan for Kalkarindji
- Assist funding submissions Kalkarindji, Yarralin and Timber Creek updates
- Assist in new landfill site selection and design Timber Creek

Coomalie:

- Advice in and develop response to Directions Notice
- Develop landfill operations plan (as part of response to directions notice)
- Provide expert advice to Councillors on waste-related questions at Council meeting

Other: on request of Dept of Health (funding body at the time) a waste audit + report and site plan for Tiwi islands



REPORT

FOLDER: Local Governance / Ordinary Meeting of Council / Agenda 2019

MEETING: ORDINARY MEETING OF COUNCIL – 10 DECEMBER 2019

REPORT TITLE: BIG RIVERS WASTE CAMPAIGN GRANT FUNDING

Purpose of Report

To approve the acceptance of the Grant Funding Agreement provided by the Department of Environment and Natural Resources (DENR) to the Big Rivers Region Waste Management Working Group (BRRWMWG) for the purpose of funding a waste education campaign for the Big Rivers area that will transform Jeremy the Junkman, one of the winners of the Katherine Junk Art Festival, to a waste icon for the region.

Background

Katherine, Victoria Daly, Roper Gulf, West Daly and Coomalie councils and Katherine Regional Arts have provided their support for the funding application to develop a waste education campaign that features "*Jeremy the Junkman*". The application was done by Katherine Town Council on behalf of the Working Group, similar to other funding agreements completed for the Group in the past. The waste campaign aims to educate the residents of the Big Rivers Region about waste issues such as littering, recycling, waste separation, waste reduction and the environmental impact of waste.

The funding submission has been successful and DENR agrees to provide the project with a total amount of \$49,658.40 GST inclusive. The project will include the development of:

- (1) Four (4) short (30 seconds to 1 minute) videos with an educative storyline centred around waste minimisation and the effects of waste on the environment.
- (2) Two (2) radio advertisements with a similar storyline and
- (3) Posters promoting positive waste management messages.

The material will feature "*Jeremy the Junkman*" as waste educator. The material will be distributed through social media (e.g. Facebook) and possibly TV advertisements and there may be a development of a website. Some of the material will be translated to local language to ensure the inclusion of remote residents in the region.

Financial Implication

Department of Environment and Natural Resources provides grant funding for the Big Rivers Waste Campaign.

Katherine Town Council has applied for a total of \$49,658.40 GST inclusive for the year 2020. There are no financial contributions from the Councils apart from the work that will be done by the Waste and Recycling Consultant (Big Rivers).

OFFICER RECOMMENDATION

That it be recommended to Council that:

1. Council accept the grant funding offer of \$49,658.40 (GST Inc) from the Department of Environment and Natural Resources for the Big Rivers Waste Campaign 2020.
2. Council authorise the Mayor and CEO to affix the common seal and sign the Agreement.



Allan McGill

CHIEF EXECUTIVE OFFICER

Delegation: Waste and Recycling Consultant (Big Rivers) – Janna Poortinga
Schedule of Attachments: Big Rivers Waste Campaign Funding Agreement

Index to Schedules

The following are Schedules to the Northern Territory Government Variable Term Funding Agreement (the "Agreement") on the date that the Agreement is signed by the parties.

Additional Schedules (not listed below) may be added to the Agreement after it is signed by the parties in accordance with the terms and conditions set out in the Agreement.

Schedule Number/ Reference	Name of Funded Activity to which Schedule relates
A	Grant Funding Agreement

Variable Term Grant Funding Agreement Schedule: Grant Funding Agreement
Reference: 1502321

SCHEDULE A

This Schedule must be read and interpreted in conjunction with the terms and conditions in the Northern Territory Government Variable Term Grant Funding Agreement ("Terms and Conditions"). This Schedule should not be read separately from those Terms and Conditions.

Words or phrases defined in the Terms and Conditions carry the same meaning in this Schedule.

FUNDED ACTIVITY PROJECT NAME: Big Rivers Waste Campaign

ITEM 1 (Parties, clause 1.1, clause 21.3.2)	US AND OUR CONTACT PERSON FOR THIS FUNDED ACTIVITY
Us	Department of Environment and Natural Resources, Environment Division ABN: 84 085 734 992
Contact Person Name	Tony Greco
Contact Person Position	Grant Manager
Email	environmentrants@nt.gov.au
Telephone No	(08) 8924 4002
Address	Level 1, 16 Parap Road, Parap NT 0820
Postal Address	GPO Box 3675 Darwin NT 0801

ITEM 2 (Parties, clause 6.2.4, clause 21.3.1)	YOU, YOUR CONTACT AND PAYMENT DETAILS FOR THIS FUNDED ACTIVITY
You	Katherine Town Council ABN: 47 836 889 865
Contact Person Name	Janna Poortinga
Contact Person Position	Big Rivers Waste Management Coordinator
Email	janna.poortinga@ktc.nt.gov.au

Telephone No	08 8972 5505
Mobile No	0428 365 256
Street Address	Lot 1865 24 Stuart Highway Katherine Northern Territory 0850
Postal Address	PO Box 1071 Katherine Northern Territory 0851
	Account details for payment of Funding for this Funded Activity
Name	Katherine Town Council
Postal Address	Lot 19 Katherine Terrace Katherine NT 0850
Bank	Commonwealth Bank of Australia
Branch	Katherine
Account Name	Katherine Town Council
BSB Code	065-902
Account Number	10339697
Email Address for Remittance Advice	janna.poortinga@ktc.nt.gov.au

ITEM 3 (Clause 1.1, clause 4, clause 12.1.1)	DESCRIPTION OF THIS FUNDED ACTIVITY
Funded Activity name	Big Rivers Waste Campaign
Funded Activity name acronym	Not Applicable
Description of the Funded Activity	<p>Objectives of this Funded Activity</p> <p>a) Create a waste education campaign for the Big Rivers region centred around Jeremy the Junkman</p> <p>Detailed Description of this Funded Activity:</p> <p>The Big Rivers Waste Management Group will create a waste education campaign for the Big Rivers area that will transform Jeremy the Junkman, one of the winners of the Katherine Junk Art Festival to a waste icon for region. The campaign will be familiarize the public with good waste management practices using a familiar, memorable, consistent and fun content that will revolve around Jeremy the Junkman.</p>

<p>The following outcomes or deliverables are expected from the Grant:</p> <p>Outcomes</p> <p>a) Increase awareness and influence behavioural change around waste-related issues in the Big Rivers regions on topics such as:</p> <ol style="list-style-type: none"> a. Littering b. Recycling c. Waste separation d. Waste reduction e. The environmental impact of waste <p>Deliverables</p> <p>b) Create 4 videos with an educative storyline centred around waste minimisation and the effects of waste on the environment. Provide the video in digital format or links to the videos.</p> <p>c) Create 2 radio adverts with an educative storyline centred around waste minimisation and the effects of waste on the environment. Provide audio in digital format or links to the radio adverts.</p> <p>d) Create posters promoting positive waste management messages. Provide copies of the posters.</p> <p>e) Use social media to promote the material created.</p> <p>Referrals to the Funded Activity:</p> <p>Not Applicable</p> <p>Duration of assistance provided by Funded Activity:</p> <p>The Funded Activity will provide assistance to Participants:</p> <p><input type="checkbox"/> Long Term (more than 12 months)</p> <p><input checked="" type="checkbox"/> Medium Term (up to 12 months)</p> <p><input type="checkbox"/> Short Term (between one week and three months)</p> <p><input type="checkbox"/> Crisis (up to one week)</p> <p>Participant capacity:</p> <p>Maximum number of Participants that can receive assistance as part of this Funded Activity at any one time:</p> <p>Not Applicable</p> <p>Maximum Participant to staff ratio limit for this Funded Activity:</p> <p>Not Applicable</p> <p>Other capacity details for the Funded Activity:</p> <p>Not Applicable</p>			
Required subcontractors for this Funded Activity			
Legal name and ABN/ACN of the subcontractor	Part of the Funded Activity to be provided under the subcontract	Period of the subcontract	GST inclusive value of the subcontract (if GST is applicable)
n/a	n/a	n/a	n/a

Allowable media activities for this Funded Activity	
Requirements for marketing, communication, promotional and other media activities undertaken in relation to the Funded Activity	See clause 6.3
Impacting Policies for this Funded Activity	
Programs, policies, procedures, guidelines or plans that need to be complied with in undertaking of this Funded Activity	As per the standard clauses
Standards for this Funded Activity	
Standards	As per the standard clauses
Performance measures for this Funded Activity	
<p>a) Provide a report of the project that includes the following:</p> <ol style="list-style-type: none"> 1. An overview of the education campaign 2. Feedback from the education campaign, including digital stats i.e. number of times viewed, likes, demographics, site traffic, was it well received etc. 3. Any empirical evidence of behaviour change in the Big Rivers region 4. Willingness of the Big Rivers Waste Management group to continue the campaign beyond the life of the funding. 	

ITEM 4 (Clause 1.1, clause 4.1.1)	FUNDED ACTIVITY PERIOD
	The Funded Activity Period for this Funded Activity commences on 6 January 2020 and ends on 28 December 2020 unless varied in accordance with the Agreement.

ITEM 5 (Clause 1.1, clause 4.1.1)	FUNDED ACTIVITY PREMISES
	<p>This Funded Activity must be delivered in Northern Territory and from the locations set out below:</p> <p>Lot 1865 24 Stuart Highway Katherine Northern Territory 0850</p> <p>Any other Location appropriate to the completion of the objectives of the project</p>

ITEM 6 (Clause 1.1)	CLIENTS AND OTHER PARTICIPANTS		
This Funded Activity must be delivered to the following Participants:			
CLIENTS The community of the Big Rivers area of the Northern Territory			
OTHER PARTICIPANTS Not applicable			
ITEM 7 (Clause 1.1, clause 6)	MAXIMUM FUNDING FOR THIS FUNDED ACTIVITY		
Year	Amount (ex GST)	GST¹	Total (inc GST¹)
2019-20	\$45 144.00	\$4 514.40	\$49 658.40
Total	\$45 144.00	\$4 514.40	\$49 658.40
<u>GST</u> In relation to GST, Items 14.2 and 14.3 allow you to modify the standard GST provision in clause 10 of the Agreement.			
The following conditions and requirements apply to the provision of Funding for this Funded Activity:			
<ul style="list-style-type: none"> (a) We have approved the Funding for this Funded Activity in accordance with the Budget (if any) for the Funded Activity. (b) Payment of the Funding for this Funded Activity will be made in accordance with the Payment Instalment Table for this Funded Activity, which is set out at Annexure B to this Schedule. 			

ITEM 8 (Clause 1.1, clause 4.1, clause 8.2.1)	ACQUITTAL REQUIREMENTS FOR THIS FUNDED ACTIVITY	
Acquittal Requirement	Due Date	
Final acquittal report submitted via Grants Tracker	26 February 2021	

ITEM 9 (Clause 1.1, clause 5.1.2, clause 8.2)	REPORTING: <ul style="list-style-type: none"> Reporting requirements for the Funded Activity; and 	
Reporting Requirements for the Funded Activity		
You must provide the following reports to us including the details required, by the due date specified		
Report Type and inclusions	Reporting Period to which Report relates	Due Date
Final acquittal report addressing the objectives, deliverables and performance measures specified in Item 3.	Funded activity period as indicated in Item 4	31 January 2021
Reportable Incident requirements		
You must report any Reportable Incident to us within 2 calendar days after your Personnel first become aware of the Reportable Incident.		
A Reportable Incident is: <ol style="list-style-type: none"> an incident that in any way relates to, or is connected to, or affects the delivery of, the Funded Activity or the Funded Activity's Participants and requires an emergency response including fire, bomb threat, hostage situations, death or serious injury of any person; an incident concerning any of the Funded Activity's Participants that results in an Order being made against you or any of your Personnel; or a matter that attracts, or is likely to attract, media attention. 		

ITEM 10 (Clause 14.1)	INSURANCE REQUIREMENTS FOR THIS FUNDED ACTIVITY	
Insurance Type	Amount	
General third party liability (public risk)	\$20 000 000 per event	
Professional indemnity insurance	\$20 000 000 per event	

ITEM 11 (Clause 3.1.1, clause 11)	MEETING SCHEDULE FOR THIS FUNDED ACTIVITY	
You must attend all meetings in the table below, unless we notify you of alternative arrangements in writing:		
Meeting Type	Dates	
Any other meetings as reasonably requested by either party	At such times as may be reasonably requested by either party.	

ITEM 12 (Clause 1.1, clause 13.1)	APPROVED ASSETS FOR THIS FUNDED ACTIVITY			
Description and purpose of Asset	Amount of Funding to be used to acquire Asset	Total cost of acquiring the Asset	Will Asset be created, purchased or leased?	Period the Asset is required to be retained?
Not Applicable	Not Applicable	Not Applicable	Not applicable	Not Applicable

ITEM 13 (Clause 1.1, clause 15.1)	CONFIDENTIAL INFORMATION FOR THIS FUNDED ACTIVITY			
Your Confidential Information				
Not applicable				
Our Confidential Information				
Not applicable				

ITEM 14 (Clause 1.1)	SPECIAL CONDITIONS THAT APPLY TO THIS FUNDED ACTIVITY			
14.4	Additional requirements for motor vehicles Where you purchase or lease a vehicle with the Funding for this Funded Activity, you must: <ul style="list-style-type: none"> (a) be responsible for all fuel, servicing and operational costs associated with the vehicles; 			

	<ul style="list-style-type: none"> (b) immediately notify us if a vehicle is damaged or involved in an accident or incident; (c) ensure that any person operating a vehicle: <ul style="list-style-type: none"> i. holds a current NT Drivers Licence; ii. is adequately trained in operating the vehicle; and iii. has a zero blood alcohol level and is not under the influence of drugs; and (d) be responsible for all costs, damages, penalties or fines incurred by driver(s) of vehicles, paid from monies other than the Funding, and you release and indemnify us from any such liability.
<p>14.7</p>	<p>Agreement Material vests in us and we may licence you to use it for the delivery of this Funded Activity</p> <ul style="list-style-type: none"> (a) For the purpose of this Funded Activity, this Item 14.7 replaces clause 16 of the Agreement. (b) Intellectual Property in Our Material and, subject to Item 14.7(c), Agreement Material relating to this Funded Activity vests in us. (c) Item 14.7(b) does not affect the ownership of Intellectual Property in any Existing Material. (d) You grant us a perpetual, irrevocable, royalty-free, non-exclusive licence to use, adapt, communicate, publish, reproduce and sub-licence Existing Material. (e) We grant you a royalty free non-exclusive licence to use, adapt, communicate, publish, reproduce and sub-licence Our Material and Agreement Material, excluding Existing Material, relating to this Funded Activity for the purposes of delivering this Funded Activity and performing your other obligations under this Agreement and for purposes and subject to any conditions specified in item 14.7(f) or as otherwise agreed between the parties in writing. (f) For the purposes of the licence in Item 14.7(e), the following Our Material and the Agreement Material may be used by you for the additional purposes and subject to the conditions set out below: <ul style="list-style-type: none"> i. None specified (g) If required by us, you must sign, execute, or otherwise complete any document that may be necessary or desirable to give effect to this Item 14.7. (h) You warrant that you will be entitled, and will continue to be entitled throughout the Term of this Agreement, to deal with the Intellectual Property in Agreement Material and Our Material in the manner provided for in this Item 14.7.

	<p>(i) At the end of the Funded Activity Period for this Funded Activity or the earlier termination or Reduction in Scope of this Agreement, you must return any Agreement Material and Our Material to us unless we advise otherwise or you are otherwise entitled to retain the Material under Item 14.7(e).</p> <p>(j) You must take all reasonable steps to protect the Intellectual Property in Agreement Material and Our Material.</p> <p>(k) You must ensure that, in delivering this Funded Activity and exercising rights under this Item 14.7, you and your Personnel do not:</p> <ul style="list-style-type: none"> i. infringe any person's (including any third party's) Intellectual Property; or ii. authorise or facilitate the infringement of any such Intellectual Property. <p>(l) You must obtain from each author of Agreement Material a written consent to the Specified Acts, whether done before or after the date of the consent and whether done by us or someone claiming under or through us. If we ask, you must give us the original of the consent.</p> <p>(m) In delivering this Funded Activity, you must:</p> <ul style="list-style-type: none"> i. respect the cultural and spiritual significance of Aboriginal and Torres Strait Islander people; ii. protect the Intellectual Property in Materials relating to Aboriginal and Torres Strait Islander culture; iii. take reasonable steps to obtain consent from the relevant cultural custodians when incorporating elements derived from Aboriginal and Torres Strait Islander cultural heritage into any Material created under this Agreement; and iv. when using Materials with cultural significance to Aboriginal and Torres Strait Islander people, use Materials for which appropriate consents already exist.
14.10	<p>Agreement Material</p> <p>The Agreement Material for this Funded Activity includes the following Material:</p> <ul style="list-style-type: none"> (a) Any material produced in completing the Funding Activity
14.11	<p>Minister attendance</p> <p>You must, where applicable, invite the Minister(s) to attend and speak at significant public events, including launches, openings, conferences and other ceremonies related to this Funded Activity. For the avoidance of doubt, the Minister's attendance will be subject to his or her discretion having regard to his or her other commitments.</p>

Schedule Execution Page

You agree that, before executing this Schedule you have read and understood all of the terms and conditions of the Agreement and are fully aware of your rights, duties and obligations under the Agreement as it applies to each Funded Activity specified in this Schedule.

Executed by the Parties as an agreement on the.....day ofYear

The Parties agree that on their signing of this Schedule:

- a. **the parties' Grant Funding Agreement: 1502321 ("the Agreement")** will be varied as provided for in clause 1.4 of the Agreement; and
- b. this Schedule becomes an additional Schedule to, and forms part of and is subject to the terms of, the Agreement.

SIGNED by
 (Print Name of person signing) (Signature)

for and on behalf of[Print Legal Name]

on the day of
 (Print Day in Words) (Print Month and year)

in the presence of
 (Print Name of Witness) (Signature of Witness)

SIGNED by
 (print name of delegate) (Signature of Delegate)

for and on behalf of the **NORTHERN TERRITORY OF AUSTRALIA** pursuant to a delegation under the *Contracts Act*

on the day of (Print Month and year) in the presence of:

.....
 (Signature of Witness)

.....
 (Name of Witness)

ANNEXURE A - BUDGET FOR FUNDED ACTIVITY A

Item	Grant Contribution (ex GST)	Other Funding	Total
Creative Concept for Campaign	\$5 000.00	\$0.00	\$5 000.00
Creative development of Scripts (2x30sec video; 2x15sec video; 2x30sec radio advert)	\$4 000.00	\$0.00	\$4 000.00
Production Radio adverts (2 x 30 sec)	\$1 500.00	\$0.00	\$1 500.00
Creative development of storyboards (2x30sec; 2x15sec)	\$4 200.00	\$0.00	\$4 200.00
Character Animation	\$9 800.00	\$0.00	\$9 800.00
Voiceover Production	\$2 500.00	\$0.00	\$2 500.00
Audio Edit and Composition	\$1 400.00	\$0.00	\$1 400.00
Design and layout suite of digital display advert graphics	\$1 680.00	\$0.00	\$1 680.00
Design and layout Facebook Graphic & Caption	\$560.00	\$0.00	\$560.00
Design and layout full page press advert	\$1 120.00	\$0.00	\$1 120.00
Resize full page press advert to A3 poster	\$280.00	\$0.00	\$280.00
Project/Account Management	\$4 104.00	\$0.00	\$4 104.00
Media Placement	\$9 000.00	\$0.00	\$9 000.00
In-kind contributions of labour (Big Rivers Waste Management Coordinator)	\$0.00	\$2 500.00	\$2 500.00
Total	\$45 144.00	\$2 500.00	\$47 644.00

ANNEXURE B - PAYMENT INSTALMENT TABLE FOR FUNDED ACTIVITY A

Year	Amount (GST ex)	GST amount	Total amount	Date	Acquittal Requirement
2019-20: Instalment 1	\$45 144.00	\$4 514.00	\$49 658.40	Within 20 business days of this document being signed	Final acquittal report submitted via grants tracker
2019-20: Total	\$45 144.00	\$4 514.00	\$49 658.40		

REPORT

FOLDER: Infrastructure / Ordinary Meetings of Council / Agenda
MEETING: ORDINARY COUNCIL MEETING – 10 DECEMBER 2019
REPORT TITLE: SHOWGROUNDS ADVISORY SPECIAL COMMITTEE - MINUTES

PURPOSE

To present the minutes of the Showgrounds Advisory Committee.

Background

The Showgrounds Advisory Committee met on the following date:

14 November 2019

Copies of the minutes are attached.

OFFICER RECOMMENDATION

That it be recommended to Council:

1. That the minutes of the Special Meeting of the Showgrounds and Multi-Purpose Centre Advisory Committee meetings be received, and its recommendations endorsed.



ALLAN MCGILL
CHIEF EXECUTIVE OFFICER

Delegation: Michelle Slow – Infrastructure & Environment Admin Officer
Attachment: Showgrounds Advisory Committee Special Minutes – 14 November 2019



**KATHERINE SHOWGROUNDS AND MULTI-PURPOSE ADVISORY
SPECIAL COMMITTEE MEETING
AT THE KATHERINE CIVIC CENTRE
THURSDAY, 14 NOVEMBER 2019 AT 5.30PM**

MINUTES

1. WELCOME

Meeting opened at 5.30pm.

In Attendance:

Alderman Clark	Chair KTC Elected Member
Allan McGill	KTC Chief Executive Officer
Marnie Hopkins	Katherine Dirt Karts – Secretary
Matthew Harris	Katherine Turf Club
Anna Kerwin	Australian Stock Horse Society (ASHS) - Treasurer
Patricia Glackin	Katherine & District Show Society – Executive Officer
Vicki Williams	Disability Access representative
Nancy Nyberg	NT Appaloosa & Western Performance Club
Toni Dolken	Katherine Scouts
Sandy Bowden	Katherine Dirt Kart Club
Elke Stegemann	NT Appaloosa & Western Performance Club - President
Dave Hopkins	Katherine Dirt Kart Club
Kylie Leonhard	Australian Stock Horse Society (ASHS)
Sue Crammond	Executive Assistant
Michelle Slow	Infrastructure and Environment Administration Officer

2. APOLOGIES

Rosemary Jennings	KTC Executive Manager – Corporate & Community Development
Alderman Gazey	KTC Elected Member
Joe Tag	KTC Project Manager
David Flood	Blue Eagles Muay Thai
Lee Hunt	CDU
Mark Robertson	Katherine Dirt Karts
Peter Rose	Katherine Turf Club
Cathy Highet	Katherine & District Show Society – President

Minute taker: Michelle Slow - Infrastructure and Environment Administration Officer

1. CONFIRMATION OF PREVIOUS MINUTES

1.1 1 October 2019 – Meeting

MOVED: Anna Kerwin / Matthew Harris

That the minutes from the Katherine Showgrounds and Multi-Purpose Advisory Committee meeting held on 1 October 2019 be confirmed as a true and accurate record.

CARRIED: 12 / 0



**KATHERINE SHOWGROUNDS AND MULTI-PURPOSE ADVISORY
SPECIAL COMMITTEE MEETING
AT THE KATHERINE CIVIC CENTRE
THURSDAY, 14 NOVEMBER 2019 AT 5.30PM**

MINUTES

2. BUSINESS ARISING FROM PREVIOUS MINUTES

- 2.1 Security: Turf club have not had confirmation that they can use the remainder of the air conditioner grant money to pay for security screens (Confirmation was given by CEO Allan McGill)
- 2.2 Wilson's Security - are the showgrounds being patrolled regularly and where do they patrol? **(Action: Andrew – to investigate compliance of the contract)**
- 2.3 Request made for holes in the fence to be repaired between the Showgrounds and the Golf Club. **(Action: Depot Staff to inspect and repair)**
- 2.4 Advised lights on grandstand not working **(Action: Tony- Building/ Fleet Manager)**

3. PURPOSE OF SPECIAL MEETING

Tabling the new updated plans for the showgrounds (electrical/sewerage/roads)
Tenders to be organised.

Points raised:

- Electricity and water need to be connected in the campground area.
- Roads surrounding the race course to be gravelled
- Truck turnaround should be closer to the camping and cattle yards for unloading and loading of cattle.
- Turnaround was originally going around the bore pump
- Toilet block and proposed canteen should not be near the truck turnaround.
- Toilet block was to be closer to campground
- Electricity upgrade to be done underground

Dirt Club asked if they can start getting the area ready for use. (CEO Allan McGill agreed this could go ahead) Facility Hire to be in place prior to the MoU being finalised.

Camp draft area to be looked at next week at a time that suits the user groups involved
(Action: CEO - Allan McGill Project Manager - Joe Tag)

4. GENERAL BUSINESS

NIL

5. OTHER BUSINESS

NIL

6. DATE OF NEXT MEETING

Tuesday 3 December 2019 at the Civic Centre commencing at 5:30pm

8. MEETING CLOSE

The meeting was closed at 6.20pm.

Alderman Lis Clark
Chair



KATHERINE TOWN COUNCIL

REPORT

FOLDERS: Community Relations / Committees / Katherine Sportsgrounds Advisory Committee / 2019 Sportsgrounds Advisory Committee Meetings

MEETING: ORDINARY MEETING OF COUNCIL - 10 DECEMBER 2019

REPORT TITLE: MINUTES OF THE KATHERINE SPORTSGROUNDS ADVISORY COMMITTEE MEETING - 19 NOVEMBER 2019

Purpose of Report

To provide Elected Members with the Minutes of the Katherine Sportsgrounds Advisory Committee Meeting held on 19 November 2019.

OFFICER RECOMMENDATION

That it be recommended to Council:

1. That the Minutes of the Katherine Sportsgrounds Advisory Committee Meeting held on 19 November 2019 be received and noted.
2. That the formal decision by the Katherine Sportsgrounds Advisory Committee to endorse Item 5.1A of the minutes, Modified Design of the Proposed Sportsgrounds Pavilion, be tabled and accepted by Council.

A handwritten signature in blue ink that reads 'Allan McGill'.

Allan McGill
CHIEF EXECUTIVE OFFICER

Delegation:
Attachments:

Acting Manager Infrastructure & Maintenance, Cheriece Fry
Minutes of the Katherine Sportsgrounds Advisory Committee Meeting held on 19 November 2019



**MINUTES OF THE KATHERINE SPORTSGROUNDS ADVISORY COMMITTEE MEETING
HELD AT THE KATHERINE CIVIC CENTRE TUESDAY 19 AUGUST 2019 AT 5.30PM**

1. WELCOME

Meeting opened at 5.33pm

In Attendance:

Alderman Hurley	KTC Elected Member (SPG Chair)
Annette Scheffe	Katherine Junior Rugby League Club
Jill Kelly	Member of the Public
Nicole Simmonds	Katherine Athletics
Janet Schultz	Katherine Skate Park
Patrick Kelly	Katherine Rugby League and Rugby Union
Toni Coutts	KTC Elected Member
Allan McGill	KTC Chief Executive Officer
Rosemary Jennings	KTC Exec Manager Corporate & Community Development
Joe Tag	KTC Project Manager
Michelle Slow	KTC Infrastructure & Environment Admin Officer
Cheriece Fry	KTC A/Manager Infrastructure & Maintenance (Minute Taker)

2. APOLOGIES

Alderman Zolley	KTC Elected Member
Mel Whelan	Katherine Touch Football

3. CONFIRMATION OF PREVIOUS MINUTES - 13 AUGUST 2019

Moved: Annette Scheffe / Jill Kelly

That the minutes from the Katherine Sportsgrounds Advisory Committee meeting held on the 9 April 2019 be confirmed as a true and accurate record.

Carried: 7 / 0

4. BUSINESS ARISING FROM PREVIOUS MINUTES

4.1 Consideration of the Future Governance of New Pavilion:

KTC representative advised that this will be an ongoing item until the construction is complete and the building is available for usage i.e. process of allocation of rooms to users/seasonal hirers etc.

4.2 Skate Park Fencing:

KTC representative advised that the fencing of the skate park was initially planned to be undertaken as part of the Sportsgrounds Upgrades; due to budgetary constraints these works have had to be removed from the current project.

These works will be put forward for consideration in the 2020/21 budget; user groups to consider appropriate grant opportunities to fund the project. No design plans of the proposed fencing have been drawn up at this stage.

4.3 Oval 2 Lights:

KTC representative advised that the works have been completed and lights are now operational.



4.4 General Housekeeping Reminder:

Katherine Junior Rugby League Club representative advised that gates are still being left open, in particular the Don Dale Pavilion vehicle access gate on the YMCA side; it was asked that if users see the gates open when no one is at the facility to secure it.

5. GENERAL BUSINESS

5.1A Katherine Sportsgrounds Redevelopment Project Update:

KTC representative advised of the following:

After securing funding from NT Government in mid-2018, Katherine Town Council appointed Hames Sharley to undertake consultancy and design for the Katherine Sportsgrounds Redevelopment Project.

Consultation was undertaken with identified users, commencing February through to May with a conceptual design provided in May 2019.

Scoping of the initial design indicated the cost of the project would be significantly outside the project budget and as such Council Officers were instructed to review the design and find savings that would bring the building more in to line with the available budget.

Council Officers worked closely with the architect to revise the design, ensuring no/minimal functionally loss to the building. These redesigns consists of:

- Lowering the building height from 1200mm to 600mm;
- Reduction of the roof overhang;
- Removal of the centralised raised roof;
- Removal of the covered walkways (east and west ends of buildings);
- Removal of BBQ;
- Removal of mechanical exhaust system (future project); and
- Replacement of stackable glass doors to community centre with fixed glass panels with two hinged opening single doors.

6.00pm Member of the Public Janet Schultz left the meeting.

After group discussions the following motion was put forward:

Motion: That the modified design of the Proposed Sportsgrounds Pavilion presented at today's meeting be accepted and approved by the Katherine Sportsgrounds Advisory Committee members.

Moved: Annette Schefe Seconded: Jill Kelly

Carried: 6 / 0

5.1B Sportsgrounds Oval 2 Update:

KTC representative advised the group that the Elected Members have agreed that this project is of high priority.

- Council Officers are finalising investigations required for this project, including
 - Geotechnical reports;
 - Irrigation plans;
 - Structural Plans; and
 - Electrical plans (including lighting and footings).



- Officers anticipate this process will be complete prior to the end of 2019 at which time tender packages will be released for the electrical/structural works which will be closely followed by the civil package (oval remediation).
- Council Officers met with relevant users to determine the final field layout options in October (layout attached).
- It is anticipated that site works will be completed by April 2020.
- Council Officers will work closely with users of the facilities to ensure there is no/minimal interruption to users' activities.

5.2 Aquatic Centre Shade Structure:

- KTC representative advised that a second shade structure will be installed over the pool; this will be a mirror image of the already existing shade structure. It is anticipated for the works to take place in February 2020.
- KTC representative also advised that the chlorinator had been replaced.

6. OTHER BUSINESS

Nil

7. DATE OF NEXT MEETING

11 February 2020

8. MEETING CLOSED

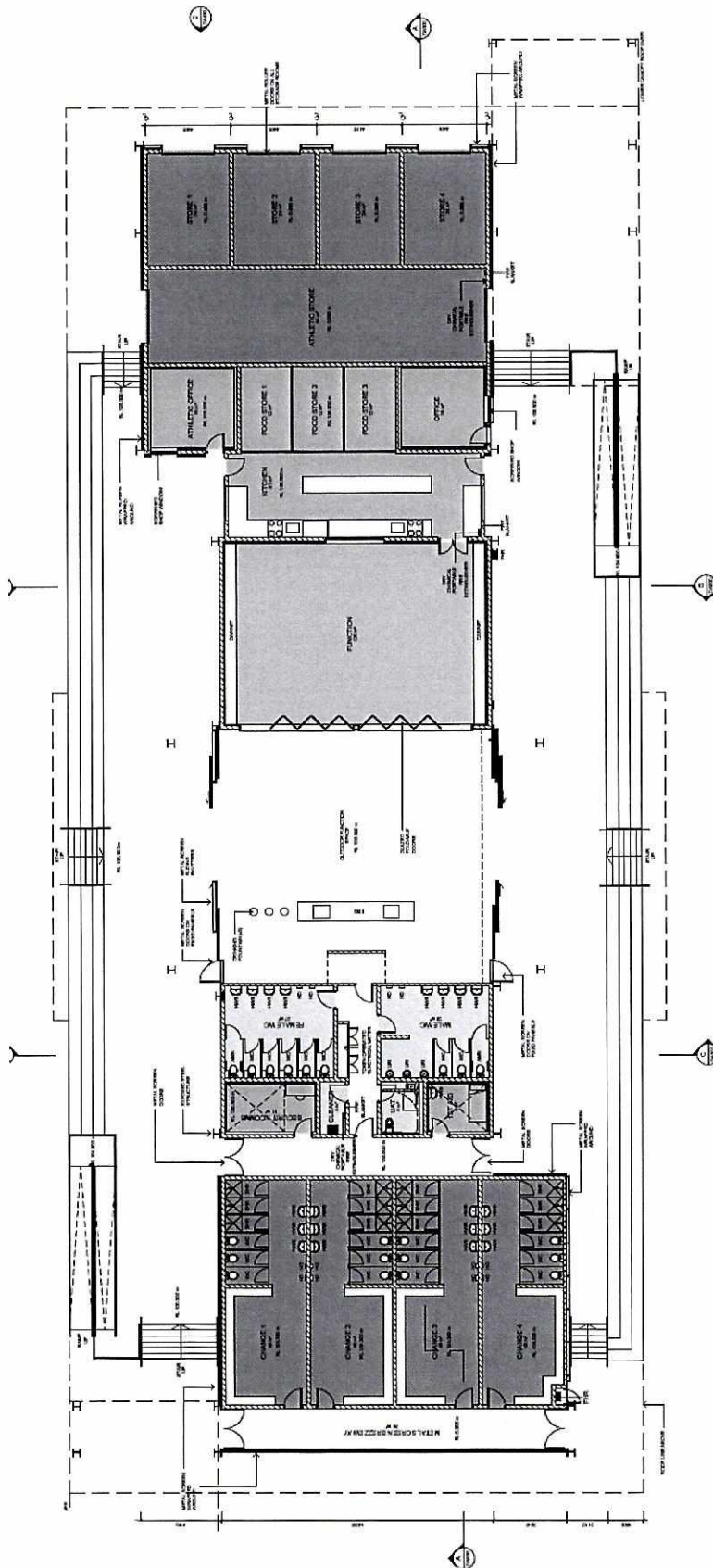
6.15pm

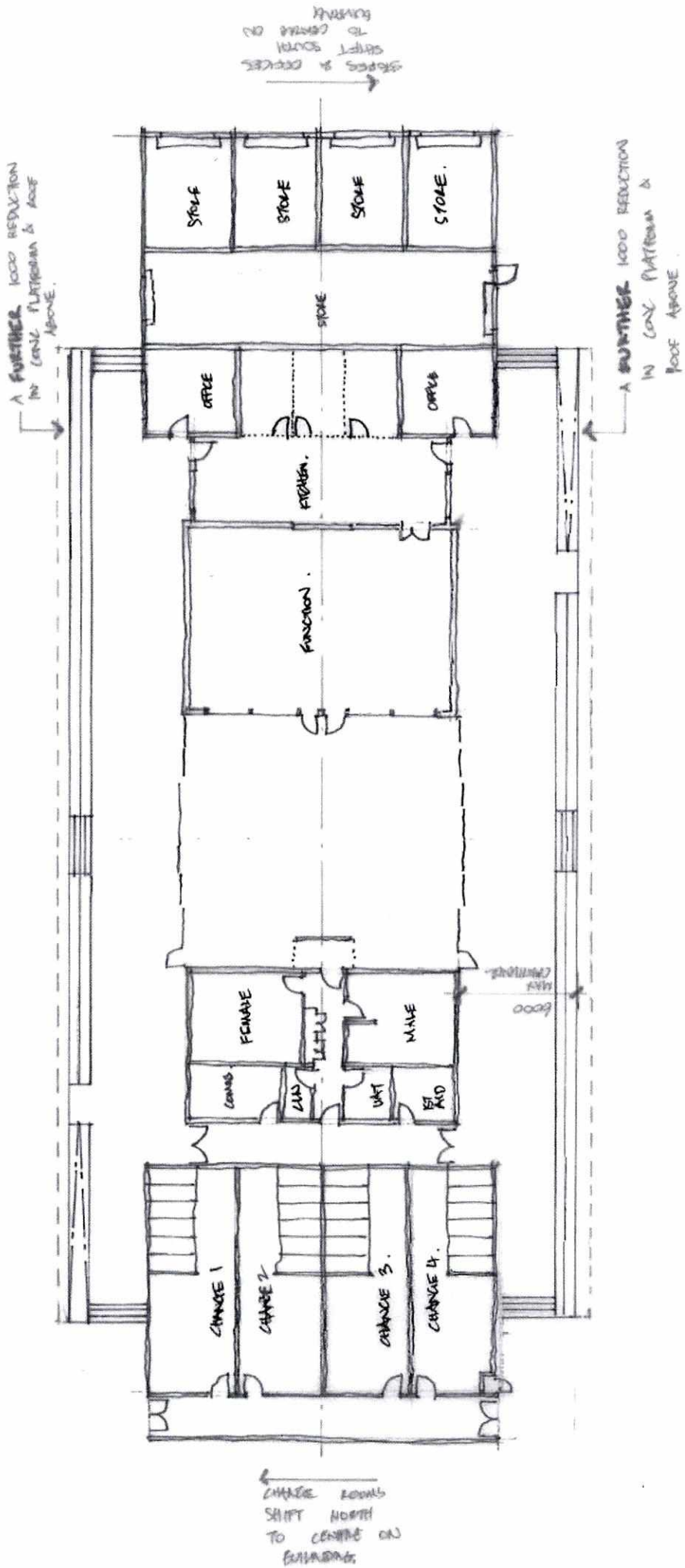
KATHERINE SPORTSGROUNDS REDEVELOPMENT UPDATE

KATHERINE TOWN COUNCIL

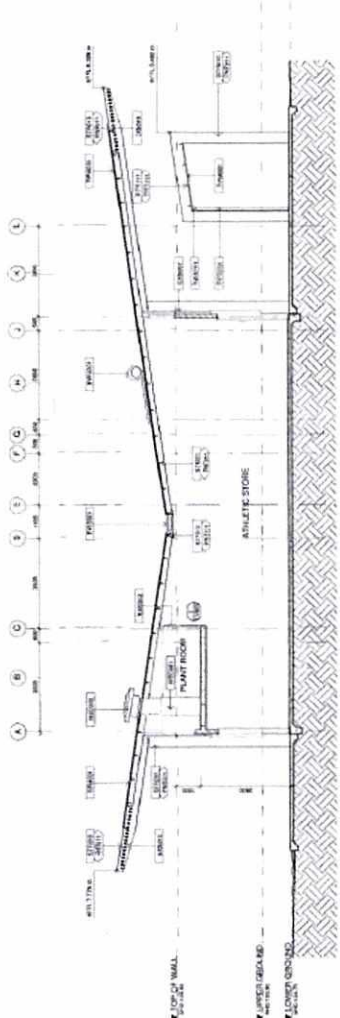




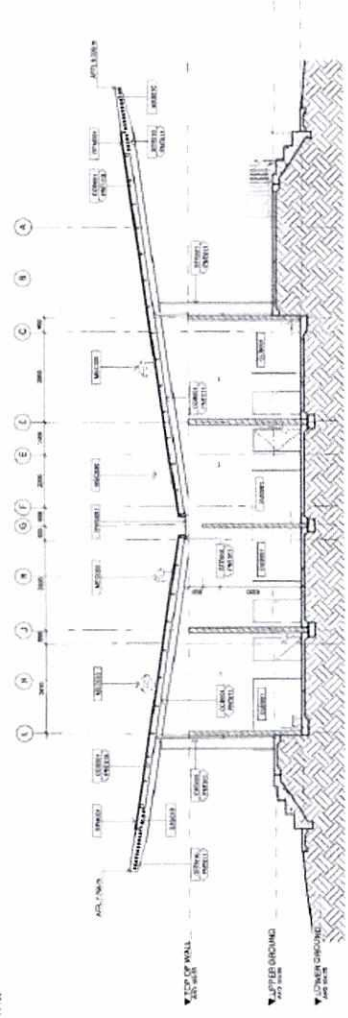




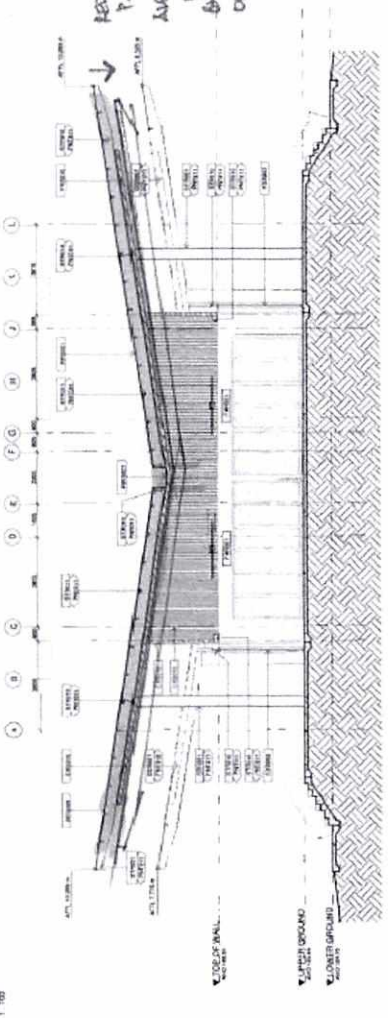
NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
2	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
3	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
4	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
5	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
6	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
7	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
8	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
9	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
10	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
11	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
12	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
13	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
14	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
15	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
16	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
17	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
18	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
19	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
20	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
21	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
22	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
23	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
24	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
25	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
26	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
27	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
28	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
29	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
30	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
31	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
32	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
33	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
34	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
35	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
36	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
37	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
38	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
39	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
40	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
41	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
42	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
43	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
44	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
45	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
46	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
47	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
48	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
49	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10
50	ISSUED FOR PERMIT (FROM 10/14/10)	10/14/10



SECTION D
1/100

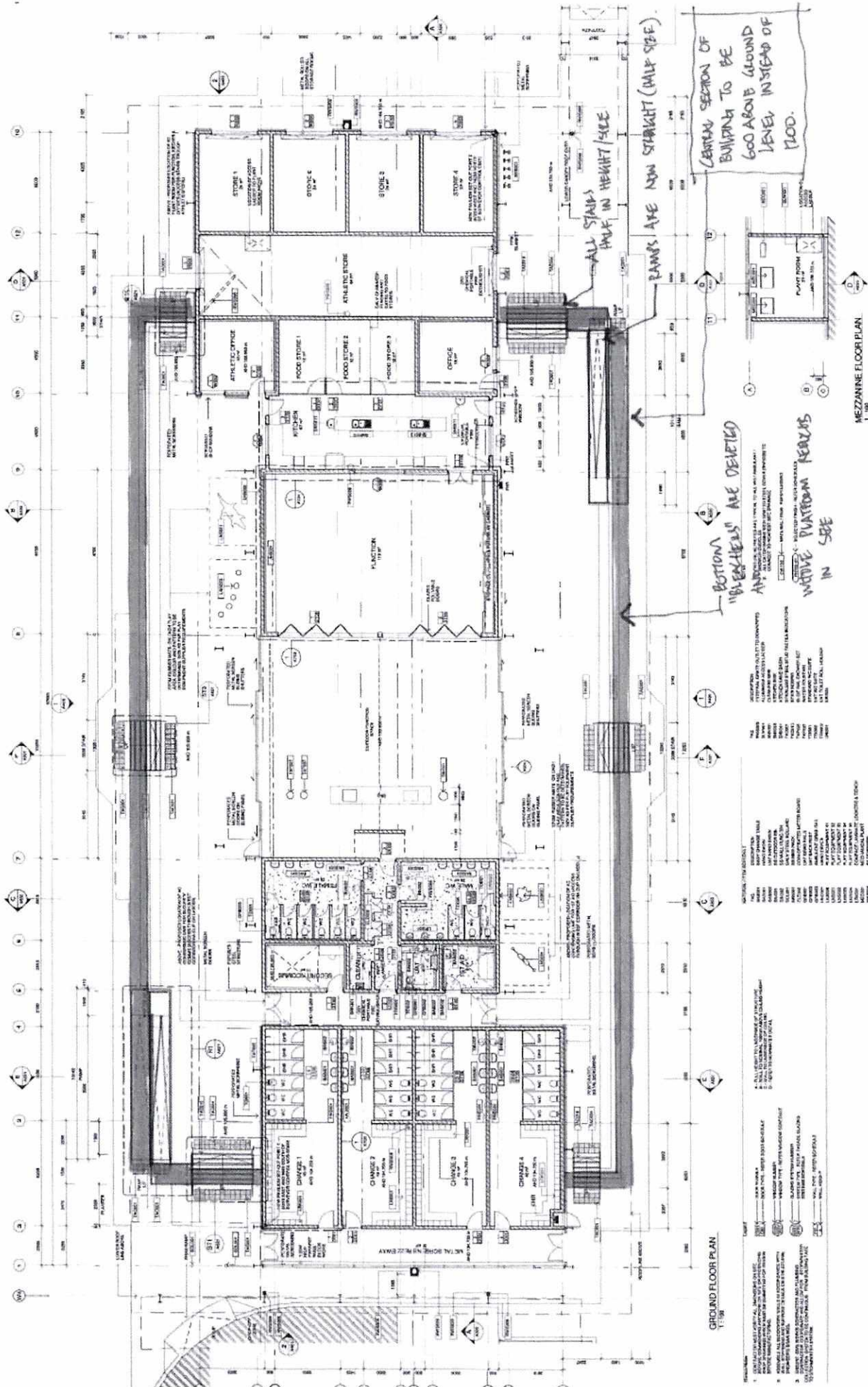


SECTION E
1/100



SECTION F
1/100

REDUCE HEIGHT OF CENTRAL
PAVILION BY 400MM.
ALSO DECREASE HEIGHT
OF ALUMINUM PARTITIONS
BY 400MM ALL 4 SIDES
OF CENTRAL PAVILION.



KATHERINE SPORTSGROUNDS
OVAL 2 UPDATE
KATHERINE TOWN COUNCIL

