



AGENDA

16th Ordinary Council Meeting

11th Council of Litchfield

TUESDAY 13 DECEMBER 2022

Meeting to be held commencing 6:00pm
in Council Chambers at 7 Bees Creek Road, Freds Pass
https://www.youtube.com/channel/UCdM3M5gfh6-wQ0KiL89_2eg/live

Community Forum
will be held from 5:30pm – 6:00pm

Stephen Hoyne
Chief Executive Officer

COVID-19 Statement of Commitment

The Ordinary Meeting of Council will be open to the public and holds a Statement of Commitment to adhere to:

- Physical distancing measures
- Health and hygiene principles



COUNCIL AGENDA

TABLE OF CONTENTS

1	Acknowledgement of Traditional Owners	Pg 4
2	Opening of Meeting.....	Pg 4
3	Electronic Attendance / Apologies and Leave of Absence	Pg 4
	3.01 Electronic Attendance	
	3.02 Apologies	
	3.03 Leave of Absence Previously Granted	
	3.04 Leave of Absence Request	
4	Disclosures of Interest	Pg 4
	4.01 Elected Members	
	4.02 Staff	
5	Confirmation of Minutes	Pg 5
	5.01 Confirmation of Minutes	
	5.02 Council Business Arising from Previous Meetings	
6	Petitions.....	Pg 16
7	Deputations and Presentations	Pg 16
8	Public Questions	Pg 16
9	Accepting or Declining Late Items.....	Pg 16
10	Notices of Motion	Pg 16
11	Mayors Report	
	11.01 Mayors Report	Pg 17
12	Reports from Council Appointed Representatives.....	Pg 19
13	Work Team Presentation	Pg 20

14	Officers Reports	
14.01	Business Excellence	
14.01.01	Litchfield Council Finance Report – November 2022	Pg 21
14.01.02	People Performance and Governance Monthly Report November 2022	Pg 56
14.01.03	Draft Budget Review One 2022-2023	Pg 63
14.02	Council Leadership & Community	
14.02.01	Appointment of Deputy Mayor	Pg 79
14.02.02	Howard Park and Knuckey Lagoon Recreation Reserve Committee Minutes	Pg 82
14.02.03	Community and Lifestyle Monthly Report November 2022	Pg 108
14.02.04	Humpty Doo Village Green Lease Agreement	Pg 115
14.02.05	Breach of Code of Conduct – Summary of Decisions	Pg 159
14.02.06	Chief Executive Officer’s Performance Appraisal and Remuneration Review Committee – Terms of Reference	Pg 162
14.03	Infrastructure & Operations	
14.03.01	Summary Planning and Development Report – November 2022.....	Pg 168
15	Other Business.....	Pg 206
16	Confidential Items	Pg 206
16.01	Confidential Meeting Minutes	Pg 206
16.02	Appointment of Risk Management Audit Committee Chair	Pg 206
16.03	Australia Day Awards Committee Confidential Recommendations 29 November 2022	Pg 206
16.04	Chief Executive Officer’s Performance Appraisal and Remuneration Review Committee Meeting Recommendations – 30 November 2022 .	Pg 207
17	Close of Meeting.....	Pg 207



COUNCIL AGENDA

LITCHFIELD ORDINARY COUNCIL MEETING

Tuesday 13 December 2022

1. Acknowledgement of Traditional Ownership

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

2. Opening of Meeting

An audio and visual recording of this meeting is live streamed to Council's YouTube channel and will remain online for public viewing in accordance with Council's Recording of Council Meetings Policy. By attending this meeting, you confirm you have read and agree to comply by Council's Recording of Council Meetings Policy.

3. Electronic Attendance / Apologies and Leave of Absence

- 3.01 Electronic Attendance
- 3.02 Apologies
- 3.03 Leave of Absence Previously Granted
- 3.04 Leave of Absence Request

4. Disclosures of Interest

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

- 4.01 Elected Members
- 4.02 Staff

5. Confirmation of Minutes

5.01 Confirmation of Minutes

- Ordinary Council Meeting held Tuesday 15 November 2022, 7 pages; and
- Ordinary Confidential Meeting held Tuesday 18 October 2022, 2 pages.

5.02 Council Action Sheet / Business Arising from Previous Meetings



COUNCIL MINUTES

LITCHFIELD COUNCIL MEETING

Minutes of Ordinary Meeting
held in the Council Chambers, Litchfield
Tuesday 15 November 2022 at 6:03pm

Present	Doug Barden Emma Sharp Rachael Wright Mathew Salter Andrew Mackay Kevin Harlan Mark Sidey	Mayor Deputy Mayor / Councillor South Ward (<i>electronically</i>) Councillor North Ward Councillor North Ward Councillor Central Ward Councillor Central Ward Councillor South Ward (<i>electronically</i>)
Staff	Stephen Hoyne Maxie Smith Nicky Davidge Debbie Branson	Chief Executive Officer General Manager Business Excellence General Manager Community and Lifestyle (<i>electronically</i>) Executive Assistant
Presenters	Nil.	
Public	As per Attendance Register	
Streamed Online via YouTube: https://www.youtube.com/watch?v=3qTdvAiDwSI&t=6434s		

1. ACKNOWLEDGEMENT OF TRADITIONAL OWNERS

On behalf of Council, the Mayor acknowledged the Traditional Custodians of the land on which we meet. The Mayor also conveyed Council's respect to the Elders past, present and future for their continuing custodianship of the land and the children of the land across generations.

2. OPENING OF THE MEETING

The Mayor opened the meeting at 6:03pm

The Mayor welcomed members of the public.

The Mayor advised that an audio and visual recording of the meeting was live streamed to Council's online platform and will remain online for public viewing in accordance with Council's Recording of Council Meetings Policy. By attending the meeting, those present agreed to comply by Council's Recording of Council Meetings Policy.

3. ELECTRONIC ATTENDANCE / APOLOGIES AND LEAVE OF ABSENCE

3.1 Electronic Attendance

Moved: Cr Salter
Seconded: Cr Harlan

THAT Council provides permission for the following Councillors to attend the Council meeting electronically:

- Deputy Mayor Emma Sharp; and
- Cr Mark Sidey.

CARRIED (7-0) ORD2022 11-251

3.2 Apologies

Nil.

3.3 Leave of Absence Previously Granted

Nil.

3.4 Leave of Absence Request

Nil.

4. DISCLOSURE OF INTEREST

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

4.1 Elected Members

No disclosures of interest declared.

4.2 Staff

Chief Executive Officer Stephen Hoyne offered to disclose an interest in item 16.02.04 – Chief Executive Officer Use Vehicle Charge however as he was not part of the decision process and agreed to leave the room during deliberations, a disclosure of interest was not required.

5 CONFIRMATION OF MINUTES

5.1 Confirmation of Minutes

Moved: Cr Harlan
Seconded: Deputy Mayor Wright

THAT Council confirm the:

- Ordinary Council Meeting minutes held 18 October 2022, 11 pages;
 - Ordinary Confidential Council Meeting held Tuesday 18 October 2022, 3 pages;
 - Special Council Meeting held Tuesday 8 November 2022, 3 pages; and
 - Special Confidential Council Meeting held Tuesday 8 November 2022, 2 pages
- as a true and accurate record of those meetings.

CARRIED (7-0) ORD2022 11-252

5.2 Council Action Sheet / Business Arising from Previous Meetings

Moved: Cr Sidey
Seconded: Cr Salter

THAT Council receive and note Item 5.2 within the Council agenda, Council Action Sheet / Business Arising from Previous Meetings.

CARRIED (7-0) ORD2022 11-253

6. PETITIONS

Nil.

7. DEPUTATIONS AND PRESENTATIONS

Nil.

8. PUBLIC QUESTIONS

8.1 No Name Road – Request to Seal Private Road

Wayne Van Engelouhoven requested Council to seal *No Name Road* in the next budget. He advised that all twelve property owners along No Name Road were in support of the request and willing to contribute financially.

8.2 Strangway Road

The Chief Executive Officer advised that Council had responded in writing to Mr Brad George.

9. ACCEPTING OR DECLINING LATE ITEMS

Nil.

10. NOTICES OF MOTION

Nil.

11. MAYORS REPORT

Moved: Mayor Barden

Seconded: Cr Wright

THAT Council receive and note Item 11.01 Mayor's monthly report for the period 18 October 2022 to 14 November 2022, noting Mayor Barden was an apology at the Risk and Audit Committee Meeting held on 26 October 2022.

CARRIED (7-0) ORD2022 11-254

12. REPORT FROM COUNCIL APPOINTED REPRESENTATIVES

Nil.

13. WORK TEAM PRESENTATION

Nil.

14. OFFICERS' REPORTS

14.01 Business Excellence

14.01.01 Litchfield Council Finance Report – October 2022

Moved: Cr Wright

Seconded: Cr Harlan

THAT Council note the Litchfield Council Finance Report for the period ended 31 October 2022.

CARRIED (7-0) ORD2022 11-255

14.01.02 People Performance and Governance Monthly Report – October 2022

Moved: Cr Harlan

Seconded: Cr Mackay

THAT Council note the People, Performance and Governance Report for October 2022.

CARRIED (7-0) ORD2022 11-256

14.01.03 Risk Management Audit Committee Open Minutes – 26 October 2022

Moved: Mayor Barden
Seconded: Cr Harlan

THAT Council receive and note the Risk Management Audit Committee confirmed open minutes from 26 October 2022 meeting, as at Attachment A, subject to noting Mayor Barden was an apology.

CARRIED (7-0) ORD2022 11-257

14.02 Council Leadership & Community Services

14.02.01 Knuckey Lagoon Recreation Reserve Electrical Repairs

Moved: Cr Harlan
Seconded: Cr Wright

THAT Council approves the release of up to \$60,000 from financial reserves to cover replacement of the sub mains cable, meter panel and power box at Knuckey Lagoon Recreation Reserve to meet current Australian Standards.

CARRIED (7-0) ORD2022 11-258

14.03 Infrastructure and Operations

14.03.01 Summary Planning and Development Report October 2022

Moved: Cr Salter
Seconded: Deputy Mayor Sharp

THAT Council:

1. receive the Summary Planning and Development Report September 2022; and
2. note for information the responses provided to relevant agencies within Attachments A-E to this report.

CARRIED (7-0) ORD2022 11-259

15. OTHER BUSINESS

15.01 Accounts Payable Detail

Cr Harlan questioned the capacity of the text field in the Accounts Payable report.

The General Manager of Business Excellence advised it would be reviewed.

15.02 Chief Minister – Invitation to Council

Cr Salter requested the Chief Minister be invited to the next Council Meeting.

Mayor Barden agreed.

16. CONFIDENTIAL ITEMS

Moved: Cr Mackay
Seconded: Cr Harlan

THAT pursuant to Section 93(2) of the Local Government Act 2019 and Regulation 51 of the Local Government (General) Regulations the meeting be closed to the public to consider the following Confidential Items:

16.01 Confidential Council Minutes

This item is considered 'confidential' pursuant to Section 293(1) of the *Local Government Act 2019* and Section 51(1) of the *Local Government (General) Regulations 2021*:

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

16.02 Risk Management Audit Committee Unconfirmed Confidential

This item is considered 'confidential' pursuant to Section 293(1) of the *Local Government Act 2019* and Section 51(1) of the *Local Government (General) Regulations 2021*:

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

16.03 Power Road Investigation

This item is considered 'confidential' pursuant to Section 293(1) of the *Local Government Act 2019* and Section 51(1) of the *Local Government (General) Regulations 2021*:

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

16.04 Chief Executive Officer's Use Vehicle Charge

This item is considered 'confidential' pursuant to Section 293(1) of the *Local Government Act 2019* and Section 51(1) of the *Local Government (General) Regulations 2021*:

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

CARRIED (7-0) ORD2022 11-260

The meeting closed to the public at 7:07pm.

Moved: Cr Harlan
Seconded: Mayor Barden

THAT pursuant to Section 93(2) of the Local Government Act 2019 and Regulation 51 of the Local Government (General) Regulations the meeting be re-opened to the public.

CARRIED (7-0) ORD2022 11-264

The meeting moved to Open Session at 8:19pm.

17. CLOSE OF MEETING

The Chair closed the meeting at 8:19pm.

18. NEXT MEETING

Tuesday 13 December 2022.

MINUTES TO BE CONFIRMED

Tuesday 13 December 2022.

.....
Mayor
Doug Barden

.....
Chief Executive Officer
Stephen Hoyne

5.02 - Business Arising from the Minutes

In Progress
Ongoing
Completed
Superseded

Resolution	Resolution	Meeting Date	Officer	Status
11-074	Drafting Instructions – Litchfield Public Places By-laws THAT Council endorse the draft table of By-law Instructions, at Attachment A, subject to minor editorial changes by the Chief Executive Officer.	14/12/2021	GMCL	Complete Further action by others, staff to monitor any change in status.
11-010	Report from Library Shared Services Model Consultancy THAT Council: <ol style="list-style-type: none"> 1. receive and note the Litchfield Council Public Library Services Business case consultancy report from the Atria Group; and 2. agree to the relocation of the library service from Taminmin College to Coolalinga Shopping Centre or an alternative publicly accessible location by the end of financial year of 2022/2023, subject to acceptable relocation quotes, funding arrangements and community feedback. 	18/01/2022	GMCL	Complete Further action by others, staff to monitor any change in status.

11-052	Telstra Tower Bronzewing Avenue THAT Council: <ol style="list-style-type: none"> 1. receive and note the update in the report; 2. acknowledges the hard work undertaken by the Howard River Park Community Association; 3. note the resident's disappointment with Telstra's community engagement consultancy process; 4. assist Telstra in finding an alternative site and request the interim Chief Executive Officer to investigate the option of terminating the lease with Telstra; and 5. notify the Development Consent Authority of Council's resolution. 	15/03/2022	GMIO	Complete
SCM2022 11-2021	Power Road Safety Upgrade THAT Council: <ol style="list-style-type: none"> 1. approve the proposed budget increase of \$156,604.63 (excl GST) to enable the completion of the Power Road Safety Upgrade project. 2. reallocates \$156, 604.63 (excl GST) from Municipal Plan Program - Buildings to Power Road Safety Upgrade. 3. Council instruct the Chief Executive Officer to undertake a full investigation into the procurement and contract management process in relation to the awarding of the Power Road contract and subsequent management thereof with scope of the investigation to be agreed with the Mayor. 	10/05/2022	GMIO	Complete Report in Confidential Section
ORD2022 11-173	Road Opening Closing Meade Road, Darwin River THAT Council: <ol style="list-style-type: none"> 1. proceed with the road closing and opening process for Meade Road, across affected land parcels, Lot 500 Section 773 Hundred of Cavenagh, Lot 585 Section 765 Hundred of Cavenagh (Meade Road, west of Letchford Road) for the purpose of providing the land owner the opportunity to continue conservation efforts; 2. authorise all appropriate documents to be signed and common seal affixed by the Mayor and Chief Executive Officer for the closing and opening of the road, as required; and 3. note that this is an administrative process only and there is no commitment by Council to construct the road. 	19/07/2022	GMIO	In Progress Confirmed minutes received. Correspondence received from Crown regarding next steps. To liaise with property owner and arrange application to Crown.

ORD2022 11-212	<p>Public Access to a Portion of Humpty Doo Waste Transfer Station</p> <p>THAT Council:</p> <ol style="list-style-type: none"> 1. approve a budget allocation of \$45,000 from the Waste Reserve for the fencing of the portion of land along Strangways Road, which forms part of the Humpty Doo Waste Transfer Station Environmental Protection License (EPL 279). 2. allow 30 days for the removal of any plant on the site. 3. explore further options to conform with the DCA & EPA requests such as a 4-strain wire fence similar to that around the Council building on Bees Creek Rd. 	20/09/2022	MOE	<p>Complete</p> <p>Fence installed – all plant removed. Final cost of fence approx. \$11,400.</p>
ORD11-233	<p>Palmerston and Litchfield Seniors Association Incorporated</p> <p>THAT Council thank the Palmerston and Litchfield Seniors Association for their correspondence and we congratulate them on the great work they do. Council will consider the proposed funding agreement during the budget workshops for the 23/24 municipal plan.</p>	18/10/2022	GMCL	<p>Complete</p> <p>Subject to review in FY23/24 Budget.</p>
ORD11-237	<p>Breach of Code of Conduct – Mayor/O’Driscoll</p> <p>THAT Council:</p> <ol style="list-style-type: none"> 1. receive and note the Summary of Decision relating to the Code of Conduct complaint against Mayor Barden; and 2. finalise the matter of a Code of Conduct complaint received by the Chief Executive Officer (CEO) on 5 May 2022 regarding an alleged Breach of Council Code of Conduct. 	18/10/2022	CEO	<p>Complete</p> <p>Final report to be included in the Open Section of the Ordinary Council Meeting 13 December 2022</p>
ORD11-258	<p>Knuckey Lagoon Recreation Reserve Electrical Repairs</p> <p>THAT Council approves the release of up to \$60,000 from financial reserves to cover replacement of the sub mains cable, meter panel and power box at Knuckey Lagoon Recreation Reserve to meet current Australian Standards.</p>	15/11/2022	GMCL	<p>In Progress</p> <p>Contractor has been engaged and it is envisaged that the works will be complete and the facilities re-opened by mid-December.</p>



COUNCIL AGENDA

LITCHFIELD ORDINARY COUNCIL MEETING

Tuesday 13 December 2022

6 Petitions

7 Deputations and Presentations

8 Public Questions

9 Accepting or Declining Late Items

10 Notices of Motion

11 Mayors Report

11.01 Mayor's Report



COUNCIL REPORT

Agenda Item Number:	11.01
Report Title:	Mayor's Monthly Report
Author & Recommending Officer:	Doug Barden, Mayor
Meeting Date:	13/12/2022
Attachments:	Nil

Executive Summary

A summary of the Mayor's attendance at meetings and functions representing Council for the period 15 November 2022 to 13 December 2022.

Summary

Date	Event
16-18 November 2022	LGANT 2022 Convention
19 November 2022	Freds Pass Sport and Recreation Management Board – General Meeting with User Community Groups
19 November 2022	Freds Pass Annual General Meeting
23 November 2022	ABC Media Interview
23 November 2022	Lay Properties – 320 Arnhem Highway
24 November 2022	AILA NT Project Tour 2022
26 November 2022	Rural Community Carols by Candlelight
26 November 2022	Berry Springs Volunteer Bushfire Brigade – Santa Drop In
29 November 2022	Humpty Doo Primary School – Future Seekers Mentor – The Smith Family
29 November 2022	Australia Day Awards Committee Meeting
30 November 2022	Holtze Land Release – Industry Briefing
30 November 2022	CEO Performance Appraisal and Remuneration Review Committee Meeting
1 December 2022	LGNAT Member Engagement Consultation
5 December 2022	Official Opening of the Howard Springs Cricket Training Nets
5 December 2022	Howard Park Recreation Reserve Committee Meeting
6 December 2022	Strategic Discussion and Briefing Session
8 December 2022	Cocoon SDA Care – Ground-breaking Ceremony Dinner
9 December 2022	Litchfield Development Consent Authority Meeting
9 December 2022	Livingston Recreation Reserve – Santa Drop In
13 December 2022	Palmerston Regional Hospital Christmas Decorating Competition Judging Panel

Recommendation

THAT Council receive and note the Mayor's monthly report.



COUNCIL AGENDA

LITCHFIELD ORDINARY COUNCIL MEETING

Tuesday 13 December 2022

Council Appointed Representatives provide a verbal update on activities since the last Council Meeting relating to the committee meetings to which the Councillor has been formally appointed.

12 Reports from Council Appointed Representatives

Date	Meeting	Representative
17-18 November 2022	Local Government Association of the NT General Meeting and Annual General Meeting	Cr Sidey
29 November 2022	Australia Day Awards Committee	Mayor Barden
30 November 2022	CEO Performance Appraisal and Remuneration Review Committee	Mayor Barden
1 December 2022	Knuckey Lagoon Recreation Reserve Management Committee	Cr Wright
5 December 2022	Howard Park Reserve Committee Meeting	Cr Salter

RECOMMENDATION

THAT Council note the verbal update provided by the representatives.



COUNCIL AGENDA

LITCHFIELD ORDINARY COUNCIL MEETING

Tuesday 13 December 2022

13 Work Team Presentation

Nil

14 Officers Reports

14.01 Business Excellence

- 14.01.01 Litchfield Council Finance Report – November 2022
- 14.01.02 People Performance and Governance Monthly Report November 2022
- 14.02.03 Draft Budget Review One 2022-2023

14.02 Council Leadership & Community

- 14.02.01 Appointment of Deputy Mayor
- 14.02.02 Howard Park and Knuckey Lagoon Recreation Reserve Committee Minutes
- 14.02.03 Community and Lifestyle Monthly Report November 2022
- 14.02.04 Humpty Doo Village Green Lease Agreement
- 14.02.05 Breach of Code of Conduct – Summary of Decisions
- 14.02.06 Chief Executive Officer's Performance Appraisal and Remuneration Review Committee – Terms of Reference

14.03 Infrastructure & Operations

- 14.03.01 Summary Planning and Development Report November 2022



COUNCIL REPORT

Agenda Item Number:	14.01.01
Report Title:	Litchfield Council Finance Report – November 2022
Author:	Gayathri Sivaraj, Manager Corporate Services
Recommending Officer:	Maxie Smith, General Manager Business Excellence
Meeting Date:	13/12/2022
Attachments:	A: Litchfield Council Finance Report – November 2022

Executive Summary

This report presents the Litchfield Council Finance Report for 30 November 2022. The report reflects the NT Government mandated format.

Operational Income reflects the entire year of rates levied. As expenses are incurred over the year, the current surplus position will gradually decrease. The Balance Sheet and Financial Reserves have been updated in accordance with 2021/2022 audited financial statements.

Rates outstanding have decreased compared to the prior month in line with the second instalment falling due at the end of November. Outstanding rates will continue to decline as instalments fall due and Council implements rates recovery initiatives.

Recommendation

THAT Council note the Litchfield Council Finance Report for 30 November 2022.

Background

Detailed financial information is presented on the following pages.

Links with Strategic Plan

Performance - An Effective and Efficient Organisation

Legislative and Policy Implications

This report complies with the *Local Government Act 2019*, Local Government (General) Regulations 2021, Division 7, Financial Matters, Department of the Chief Minister and Cabinet - Form: Monthly Financial Reports, Council's policies, and Australian Accounting Standards.

Financial Implications

Nil.

Risks

Financial

The Council's current revenue levels fall short of funding the required asset renewal expenditure. As a result, there are long-term financial sustainability challenges concerning the renewal and upgrade of existing assets, including buildings, roads, and irrigation infrastructure. Therefore, council continues to discuss avenues to increase investment in this area.

Community Engagement

Not applicable.

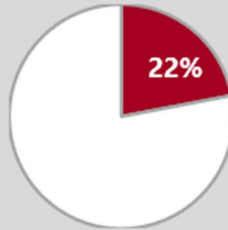
**LITCHFIELD
COUNCIL**



Finance Report
November 2022

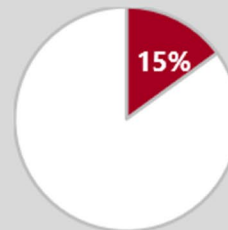
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DASHBOARD REPORTING



Asset Sustainability Ratio

Capital Expenditure
Actuals \$ 1.578m
Target – 46%



Rates Outstanding

\$ 2.3m Outstanding
Target– 18% (\$ 2.4m and less)

\$ 15.70m

OPERATIONAL REVENUE

\$19.9m Budget – 79% Target Achieved

\$ 2.07m

CAPITAL REVENUE

\$ 1.7m Budget

\$ 7.40m

OPERATIONAL EXPENSES

\$16.8m Budget – 44% Spent

\$ 1.58m

CAPITAL EXPENSES

\$ 6.4m Budget

\$ 8.30m

OPERATING SURPLUS

Budget \$ 3.1m

\$ 0.49m

CAPITAL SURPLUS

Budget (\$ 4.6m)

RATIOS

22% Asset Sustainability
Target 46% and more

15% Rates Outstanding
Target less than 18%

65% Own Source Revenue Ratio
Target 96% and more

10.19 Current Ratio
Target 1 and more

0 Debt Service Ratio
Target less than 1

Not Achieved

Achieved

Budgeted to be Achieved

Achieved

Achieved



Current Cash Investments

\$ 22.3m

1 of 20

Budgeted Capital
Programs 2022/23
\$0.081m Spent (1.27%)

11 of 22

Carry Forward Programs
from 2021/22-\$1.496m
Spent (66.15%)

\$16.8m

Forecast Cash
Reserves June 2022

STATEMENT 1. COMPARISON ACTUAL PERFORMANCE AGAINST BUDGET

The consolidated Financial Statements, including Thorak Regional Cemetery operations, are presented in the prescribed format required by Department of the Chief Minister and Cabinet - Form: Monthly Financial Reports. Year to Date budget figures represent five-twelfth of the annual budget.

Table 1.1 Monthly Income and Expenditure Statement

	YTD Actuals \$	YTD Budget \$	YTD Variance \$	Annual Budget \$
OPERATING INCOME				
Rates	13,770,384.81	5,725,310.00	(8,045,074.81)	13,740,744.00
Charges	168,882.05	91,250.00	(77,632.05)	219,000.00
Fees and Charges	868,876.55	756,057.50	(112,819.05)	1,814,538.00
Operating Grants and Subsidies	579,520.00	1,573,497.50	993,977.50	3,776,394.00
Interest / Investment Income	288,716.70	134,583.33	(154,133.37)	323,000.00
Other Income	30,143.12	38,041.67	7,898.55	91,300.00
TOTAL OPERATING INCOME	15,706,523.23	8,318,740.00	(7,387,783.23)	19,964,976.00
OPERATING EXPENDITURE				
Employee Expenses	2,927,045.84	3,142,600.83	215,554.99	7,542,242.00
Materials and Contracts	4,088,433.51	3,502,665.42	(585,768.09)	8,406,397.00
Elected Member Allowances	79,595.27	97,060.33	17,465.06	291,181.00
Elected Member Expenses	35,353.26 ¹	18,247.50	(17,105.76)	43,794.00
Council Committee & LA Allowances	959.00	-	(959.00)	-
Council Committee & LA Expenses	-	2,083.33	2,083.33	5,000.00
Depreciation, Amortisation, and Impairment	3,495,833.33	3,495,833.33	-	8,390,000.00
Interest Expenses	47.20	-	(47.20)	
Other Expenses	269,291.93 ²	230,823.75	(38,468.18)	553,977.00
TOTAL OPERATING EXPENDITURE	10,896,559.34	10,489,314.50	(407,244.84)	25,232,591.00
OPERATING SURPLUS / DEFICIT	4,809,963.89	(2,170,574.50)	(6,980,538.39)	(5,267,615.00)

¹ LGANT- Subscription paid for FY 22/23.

² Licenses / Subscriptions paid for FY 22/23

Table 1.2 Monthly Operating Position

	YTD Actuals \$	YTD Budget \$	YTD Variance \$	Annual Budget \$
BUDGETED OPERATING SURPLUS / DEFICIT	4,809,963.89	(2,170,574.50)	(6,980,538.39)	(5,267,615.00)
Remove NON-CASH ITEMS				
Less Non-Cash Income	-	-	-	-
Add Back Non-Cash Expenses	3,495,833.33	3,495,833.33	-	8,390,000.00
TOTAL NON-CASH ITEMS	3,495,833.33	3,495,833.33	-	8,390,000.00
Less ADDITIONAL OUTFLOWS				
Capital Expenditure	1,578,089.84	2,673,928.75	1,095,838.91	6,417,429.00
Borrowing Repayments (Principal Only)	-	-	-	-
Transfer to Reserves	-	-	-	-
Other Outflows	-	-	-	-
TOTAL ADDITIONAL OUTFLOWS	(1,578,089.84)	(2,673,928.75)	(1,095,838.91)	(6,417,429.00)
Add ADDITIONAL INFLOWS				
Capital Grants Income	1,767,777.00 ³	722,262.08	(1,045,514.92)	1,733,429.00
Prior Year Carry Forward Tied Funding	-	-	-	-
Other Inflow of Funds	304,096.88 ⁴	-	(304,096.88)	-
Transfers from Reserves	-	650,672.92	650,672.92	1,561,615.00
TOTAL ADDITIONAL INFLOWS	2,071,873.88	1,372,935.00	(698,938.88)	3,295,044.00
NET OPERATING POSITION	8,799,581.26	24,265.08	(8,775,316.18)	-

³ Grant funds received from LRCI Phase 2 & 3

⁴ Developer Contribution payments received for subdivisions

Operating Position by Department

Finance and Waste Management income represents a high percentage of total yearly income due to rates and waste charges levied in full in July 2022.

	2022/23 YTD Actuals	2022/23 Annual Budget	% Of Annual Budget
REVENUE	\$	\$	
Council Leadership	355.00	-	-
Corporate	10,605.71	-	-
Information Services	-	-	-
Finance & Customer Service	11,003,565.51	11,532,687.00	95.41%
Infrastructure & Assets	519,630.95	2,937,012.00	17.69% ⁵
Waste Management	3,273,857.27	3,308,034.00	98.97%
Community	85,621.49	113,700.00	75.30%
Community - Library	9,075.50	407,392.00	2.23% ⁶
Mobile Workforce	-	-	-
Regulatory Services	170,811.76	219,750.00	77.73%
Thorak Cemetery	633,000.04	1,446,401.00	43.76%
TOTAL REVENUE	15,706,523.23	19,964,976.00	78.67%
EXPENSES			
Council Leadership	381,442.96	1,256,942.00	30.35%
Corporate	288,296.95	745,778.00	38.66%
Information Services	219,463.07	700,789.00	31.32%
Finance & Customer Service	851,044.51	1,581,650.00	53.81% ⁷
Infrastructure & Assets	1,354,321.60	3,417,467.00	39.63%
Waste Management	2,025,618.43	3,263,000.00	62.08% ⁸
Community	921,146.67	2,128,173.00	43.28%
Community - Library	163,513.85	683,022.00	23.94%
Mobile Workforce	460,202.46	1,305,261.00	35.26%
Regulatory Services	263,695.56	660,665.00	39.91%
Thorak Cemetery	471,979.95	1,069,846.00	44.12% ⁹
TOTAL EXPENSES	7,400,726.01	16,812,593.00	44.02%
OPERATING RESULT	8,305,797.22	3,152,383.00	263.48%

⁵ Grant funds are yet to be received.

⁶ Grant funds are yet to be received.

⁷ Includes full year insurance payments.

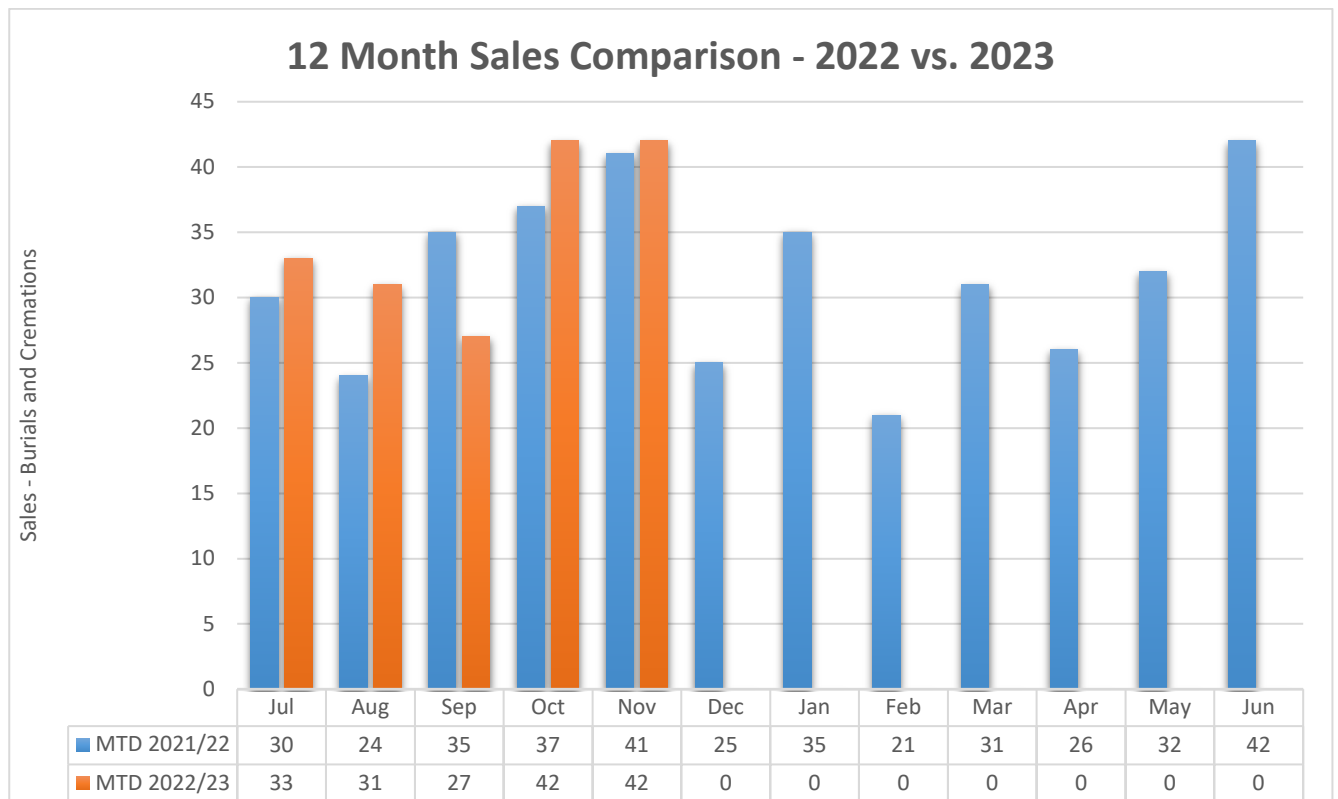
⁸ Includes RFQ22-309 Asbestos Remediation Works.

⁹ Includes expenses for Cremator R & M.

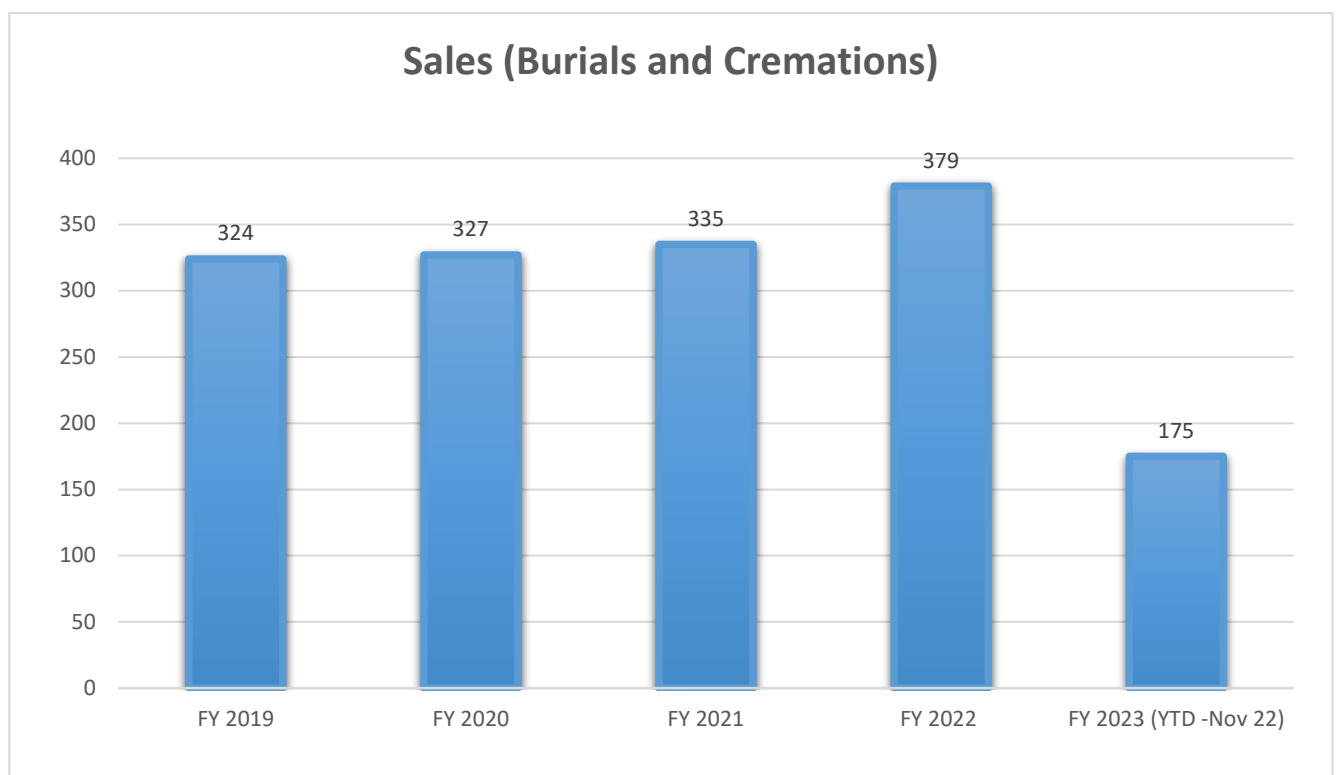
Thorak Regional Cemetery Sales

To date, Thorak Regional Cemetery has completed 175 interments and cremations, an increase of 8 from the same time last year.

Below is a comparison by month against last year:



Below present, a sales comparison over the last five years, average over the five years including 2023 year to date is 308.

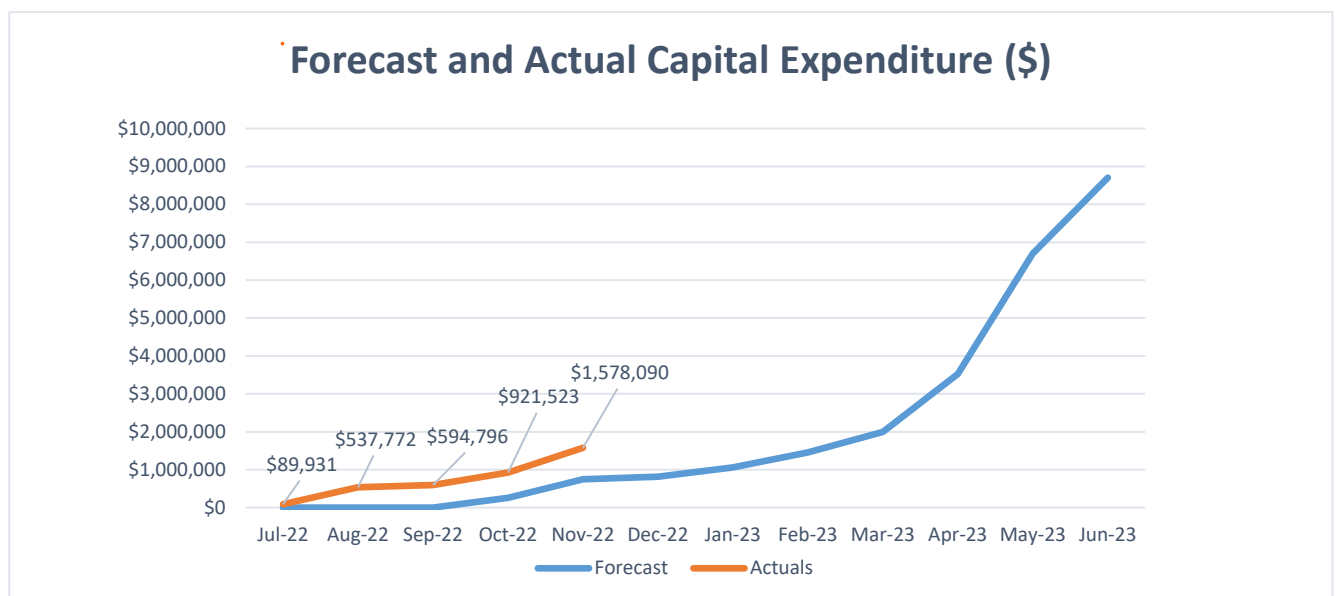


STATEMENT 2. CAPITAL EXPENDITURE AND FUNDING

Table 2.1 By class of infrastructure, property, plant, and equipment

The table below compares capital revenue and expenditure to budget. Expenses will increase as projects progress.

CAPITAL EXPENDITURE	YTD Actuals \$	YTD Budget \$	YTD Variance \$	Annual Budget \$
Land and Buildings	315,635.20	132,500.00	(183,135.20)	318,000.00
Infrastructure (including roads, footpaths, park furniture)	1,088,787.44	2,287,262.08	1,198,474.64	5,489,429.00
Plant and Machinery	173,667.20	254,166.67	80,499.47	610,000.00
Fleet				
Other Assets (including furniture and office equipment)	-	-	-	-
Leased Land and Buildings	-	-	-	-
Other Leased Assets	-	-	-	-
TOTAL CAPITAL EXPENDITURE	1,578,089.84	2,673,928.75	1,095,838.91	6,417,429.00
TOTAL CAPITAL EXPENDITURE FUNDED BY:				
Operating Income (amount allocated to fund capital items)	-	-	-	-
Capital Grants	1,767,777.00 ¹⁰	722,262.08	(1,045,514.92)	1,733,429.00
Transfers from Cash Reserves	-	-	-	-
Borrowings	-	-	-	-
Sale of Assets (including trade-ins)	-	-	-	-
Other Funding	304,096.88 ¹¹	-	-	-
TOTAL CAPITAL EXPENDITURE	2,071,873.88	722,262.08	(1,045,514.92)	1,733,429.00
FUNDING				



¹⁰ Grant funds received from LRCI Phase 2 & 3.

¹¹ Developer Contribution payments received for subdivisions.

Table 2.2 Quarterly Report on Planned Major Capital Works

2022/23 CAPITAL PROJECTS										
Class of Assets	Municipal Plan Program	Total Prior year(s) Actuals \$	FY 22/23 YTD Actuals \$	Total Actuals \$	Total Approved Budget \$	Total yet To Spend \$	Budget Spent %	Scheduled Completion Date	Project Stage	Status Update
Roads	Road Seal Renewal	-	-	-	1,000,000.00	1,000,000.00	0.00%	May-23	Project Planning	Roads identified for reseal will be as per Priority list. The Priority list will be reconfirmed post 2022 road seal inspections. SOW will go out to Tender Nov - Jan. Note: We have planned 2 weeks for prep work (OPEX) and 6 weeks for execution of reseal works. Execute Apr 2023.
Roads	Pavement Renewal	-	-	-	533,429.00	533,429.02	0.00%	May-23	Project Planning	Tender closed and under review. Execution will commence in March 2023. Risk: High trafficable road due to HDWTS - Traffic Management needs to be planned to suit, to ensure minimal closure time.
Roads	Forward Design of Road Projects- Road Safety - Intersection Upgrades	-	-	-	23,608.80	23,608.80	0.00%	Nov-22	Project Planning	Intersection Assessments. RFQ already published will close on 9 Dec 2022. Assess critical intersections across the municipality and develop a matrix to inform prioritisation for upgrading. Includes Streetlighting upgrades.
	Forward Design of Road Projects- Pioneer Road - Power Road Intersection upgrade	-	-	-	70,826.40	70,826.40	0.00%	Oct-22	Project Planning	Design Work Only - SOW is to relocate a Power and water asset, rehabilitate pavement, provide upgrade devices as per Road Safety audit conducted Note: Project informs execution Project as per line 15. Project is a Priority 1 due to linking with execution budgeted in 22-2023
	Forward Design of Road Projects- Mala Plains- Mulgara Road drainage	-	-	-	70,826.40	70,826.40	0.00%	Nov-22	Deliver	Upgrade existing floodway and pavement rehabilitation on Mala Plains Road, Upgrade drainage at intersection and increase size of drains on Mulgara to cater for required storm events. WRM are completing flood modelling.
	Forward Design of Road Projects- Hillier Road	-	17,740.00	17,740.00	23,608.80	5,868.80	75.14%	Oct-22	Complete	Works Completed

Class of Assets	Municipal Plan Program	Total Prior year(s) Actuals \$	FY 22/23 YTD Actuals \$	Total Actuals \$	Total Approved Budget \$	Total yet To Spend \$	Budget Spent %	Scheduled Completion Date	Project Stage	Status Update
	Forward Design of Road Projects- project yet to identified	-	-	-	61,129.60	61,129.60	0.00%	TBC	-	-
Roads	Gravel Surface Renewal-Gravel Rd Reheating - Priority List	-	-	-	300,000.00	300,000.00	0.00%	Apr-23	Project Planning	Roads identified for gravel resheeting, will be as per Priority list. The Priority list will be reconfirmed post 2022 road inspections. Execution to be completed with Period Contractor in 2023 post Wet Season. Pre-wet season inspections completed Oct 22. Job scheduled for 2nd Week of December
Roads	Gravel Road Sealing-Guys Creek Road	-	-	-	1,250,000.00	1,250,000.00	0.00%	Jun-23	Project Planning	Land acquisition proposal has been accepted by the Landowner, Process is underway to subdivide and finalise the acquisition. Byrne to complete design based original design (Design was On Hold pending due to Land Acquisition)
Roads	Road Safety Upgrades- Whitewood Road - Wadham Lagoon	-	-	-	500,000.00	500,000.00	0.00%	May-23	Project Planning	100% design received - Need to review as estimate is \$2.60M Request submitted to Blackspot on 17th Oct for budget increase to cover the full scope. Risk: Public consultation critical for this project as public has already raised concerns. Reduction in SOW due to budget v estimate. Note: Execute in 2023.
Roads	Road Safety Upgrades - (other)- School Safety Audit Priority List	-	-	-	100,000.00	100,000.00	0.00%	Jan-23	Project Planning	Budget Allocated for school safety upgrades. School safety audit has been carried out by Cardno and reviewed by Council pending Corrective Action Report. Recommendation and Priority list will inform execution plan with respect to risk matrix.
Roads	Road Safety - Intersection Upgrades- Pioneer Drive/Power Road Intersection	-	-	-	250,000.00	250,000.00	0.00%	Apr-23	Project Planning	Budget allocated for Power Road - Pioneer Road intersection upgrades. SOW and Design works are as per line 8: Relocate a Power Pole, rehabilitate pavement, provide upgrade devices as per Road Safety audit conducted.

Class of Assets	Municipal Plan Program	Total Prior year(s) Actuals \$	FY 22/23 YTD Actuals \$	Total Actuals \$	Total Approved Budget \$	Total yet To Spend \$	Budget Spent %	Scheduled Completion Date	Project Stage	Status Update
Roads	Road Safety Upgrades - Shoulder Widening-- Priority List	-	-	-	100,000.00	100,000.00	0.00%	Apr-23	Project Planning	Priority list to be developed which will be completed in 2022, which will inform a 2023 Program.
Drainage	Drainage Renewal-Priority List - Jarvis Road	-	36,919.30	36,919.30	100,000.00	63,080.70	36.92%	Nov-22	Project Scope	Initial Drainage work completed. Scope and design long term solution.
	Drainage Renewal-Priority List - Elizabeth Valley - Horsnell Road Intersection	-	-	-	100,000.00	100,000.00	0.00%	Nov-22	Project Planning	WRM has provided flood assessment report. Report currently under review.
Drainage	Drainage Upgrade - Floodway's- Girraween Road Floodway Upgrade	-	-	-	350,000.00	350,000.00	0.00%	May-23	Project Planning	Budget is part of a Carry Forward Project As per Carry Forward - RFQ21-297 Girraween Road Safety Upgrades - Byrne have submitted 100% of the Design. Note: Total Budget for Execution is ~\$750k Carry Forward budget inclusive.
Drainage	Drainage Upgrade - Flood Mitigation- Stockwell Road/ Walker Road Upgrades	-	-	-	350,000.00	350,000.00	0.00%	Jun-23	Project Planning	WRM Water & Environmental completing Flood modelling and option analysis is. Risk: Complex and expensive execution for minimal benefit. Note: May need project phases over the next few years, based on budget
Buildings	Council Administration- Council Building - AC Replacement Building Renewal	-	-	-	80,000.00	80,000.00	0.00%	Feb-23	Project Planning	AC Assessment completed. SOW developed. Three quotes to be sourced.
Buildings	Thorak Cemetery Asset Renewal-As per AMP	-	-	-	83,000.00	83,000.00	0.00%	TBC	Project Planning	TRC AMP needs updating. As per current AMP works to be scheduled are painting of crematorium, new concrete beams for section F, repair of the concrete water tank, upgrade of turf in section F, existing irrigation upgrades and replacement of water bubbler. Quotes are being sought with works to be scheduled once quotes finalised. cashflow projections being determined. Forecasting Pending.

Class of Assets	Municipal Plan Program	Total Prior year(s) Actuals \$	FY 22/23 YTD Actuals \$	Total Actuals \$	Total Approved Budget \$	Total yet To Spend \$	Budget Spent %	Scheduled Completion Date	Project Stage	Status Update
Buildings	Waste Transfer Station Renewal-Pavement and	-	-	-	35,000.00	35,000.00	0.00%	TBC	Project Planning	Signage not proceeding at request of Mayor. Update of weighbridge and waste recording software which is 12 years old and has not
	Sawtooth renewal at HSWTS									been updated. Forecasting Pending. Replacement of compactor rails - Scheduled for Jan 2023 Renewal of gatehouse (HDWTS and HSWTS) floor coverings and furniture scheduled for November Renewal of old phone system not updated when office phones updated - forecast subject to weighbridge software
Community	Freds Pass Reserve Asset Renewal	-	27,016.67	27,016.67	40,000.00	12,983.33	67.54%	TBC	Project Planning	Asset renewal works identified on Vicar Bore. Works currently underway.
Community	Reserves Asset Renewal	-	-	-	40,000.00	40,000.00	0.00%	TBC	Project Planning	Identify works require across Council's recreation reserves based on Known Issues
Community	Reserve Building Renewal & Compliance-Maley Pavilion	-	-	-	40,000.00	40,000.00	0.00%	TBC	Project Planning	Working with Asset management to identify works required to bring non-compliant building to the standards.
Fleet	Plant/Vehicle Replacement-Council	-	-	-	355,000.00	355,000.00	0.00%	TBC	Project Planning	Based on the AMP. 8 fleet vehicles scheduled for replacement. 6 ordered and review of capacity requirements to be undertaken prior to ordering final two. Budget figure is inclusive of cemetery and waste vehicles.
	Plant/Vehicle Replacement-Cemetery	-	-	-	25,000.00	25,000.00	0.00%	TBC	Project Planning	Replacement tractor ordered for backhoe. Expected delivery early 2023. Quotes in progress for replacement Iseki.
	Plant/Vehicle Replacement-Waste	-	-	-	230,000.00	230,000.00	0.00%	TBC	Project Planning	PO created and machine ordered) serial No provided by supplier. Expect Delivery Feb 2023
Admin	Capitalisation of Salaries	-	-	-	306,000.00	306,000.00	0.00%	Jun-23	Ongoing	Finance Team - EOY Settlement
	Subtotal	-	81,675.97	81,675.97	6,417,429.00	6,335,753.03	1.27%			

CARRY FORWARD PROJECT FROM 2021/22

Class of Assets	Municipal Plan Program	Total Prior year(s) Actuals \$	FY 22/23 YTD Actuals \$	Total Actuals \$	Total Approved Budget \$	Total yet To Spend \$	Budget Spent %	Scheduled Completion Date	Project Stage	Status Update
Buildings	Council Administration Building Renewal- Aircon, Garden Upgrade and Carpark line marking	-	48,135.20	48,135.20	47,599.00	(536.20)	101.13%	Aug-22	Completed	1. Air conditioner has been installed minor tidy up works to be completed. 2. Garden Upgrade - Completed 3. Carpark awarded - Completed
	Council Administration Building Renewal- Disability Access	-	-	-	30,000.00	30,000.00	0.00%	Oct-22	Delivery	Disability Access: Installation of Sliding Glass Entry Doors at Litchfield Council Office. RFQ finalised. Building permits to be assessed.
	Council Administration Building Renewal- External storage or Car park	-	-	-	35,796.00	35,796.00	0.00%	Nov-22	Planning	External storage and / or car shed
Drainage	Drainage Renewal and Upgrades- Reedbeds Road - Floodway Upgrade	-	-	-	157,500.00	157,500.00	0.00%	Jun-22	Discontinued	Decision was made not to upgrade, but to repair under maintenance contract.
	Drainage Renewal and Upgrades- Floodway Signage Upgrades to 31 locations	-	-	-	80,000.00	80,000.00	0.00%	TBC	Delivery	Floodway signage purchased with maintenance budget 2020\2021 MWF will install signs since the Floodway Identification and assessment has been completed which was awarded to Cardno now Stantec Pty Ltd.
	Drainage Renewal and Upgrades- Brougham Road	59,068.59	-	59,068.59	60,000.00	931.41	98.45%	Jun-22	Completed	Brougham Road Completed

Class of Assets	Municipal Plan Program	Total Prior year(s) Actuals \$	FY 22/23 YTD Actuals \$	Total Actuals \$	Total Approved Budget \$	Total yet To Spend \$	Budget Spent %	Scheduled Completion Date	Project Stage	Status Update
	Drainage Renewal and Upgrades- Stockwell Road/Walker Road	548,739.15	-	548,739.15	240,000.00	(308,739.15)	228.64%	Jun-22	Delivery	This is one of the Project which investigated by WRM Water & Environmental Pty Ltd Consultant. Flood modelling and option analysis is received. Complex and expensive execution for minimal benefit. May need project phases. Over the next few year
Pathways	Shared Pathway Program- Feasibility for Hillier Road to Girraween Road and Girraween Road to Coolalinga Shops	4,241.41	-	4,241.41	20,000.00	15,758.59	21.21%	Jun-22	Completed	Complete.
Pathways	Pathway Renewal- Whitewood Road - Stage 3	93,761.84	-	93,761.84	180,000.00	86,238.16	52.09%	Jun-22	Completed	Pathway completed.
Roads	Forward Planning & Design-Forward Design Works: Guys Creek Road Design Elizabeth Valley Road Floodway upgrade Thorngate Road Pavement Rehab Whitewood Road Widening at Wadham Lagoon Various arterial roads intersection upgrades	80,381.85	50,752.40	131,134.25	350,000.00	218,865.75	37.47%	Jun-22	Delivery	Guys Creek Road Design - 60% Design Complete - ON HOLD Pending Land Acquisition Elizabeth Valley Road Floodway upgrade - To be released Thorngate Road Pavement Rehab - Commence Assessment and design. Whitewood Road Widening at Wadham Lagoon -100% of Design Complete.
Roads	Road Seal Renewal-LRCI Phase - Road Reseal List	351,098.81	566,150.51	917,249.32	1,921,154.85	1,003,905.53	47.74%	Sep-22	Delivery	Phase 1 Completed Phase 2 - Completed LRCI Phase 2 - Reseal Various Roads identified via condition-based Priority list - Tenders

Class of Assets	Municipal Plan Program	Total Prior year(s) Actuals \$	FY 22/23 YTD Actuals \$	Total Actuals \$	Total Approved Budget \$	Total yet To Spend \$	Budget Spent %	Scheduled Completion Date	Project Stage	Status Update
	including AMP roads									have been awarded to Downer Edi Works Pty Ltd.80% work complete. Works ON HOLD will recommence on After Christmas break.
Roads	Gravel Road Sealing -Guys Creek Road	64,088.16	-	64,088.16	500,000.00	435,911.84	12.82%	Jun-22	Project Initiation	Land acquisition proposal has been accepted by the Landowner, Process is underway to subdivide and finalise the acquisition. Byne to complete design based original design (Design was On Hold pending due to Land Acquisition) Design Budget as per Carry Forward line 58.
Roads	Productive Roads - Mango Roads- Kentish Road	137,568.58	-	137,568.58	300,000.00	162,431.42	45.86%	Jun-22	Completed	Road has been opened to traffic. Defects period expires 2 yrs. form handover date. Council contribution to project funding to be offset against preliminary design being negotiated with DIPL.
Roads	Road Safety Upgrades- Girraween Road - McMinns Dve Intersection Upgrades	78,264.62	60,102.00	138,366.62	579,545.00	348,792.03	39.82%	Apr-23	Planning	RFQ21-297 Girraween Road Safety Upgrades - Design Consultation awarded to Byrne Consultant Pty Ltd. 100% Design received to review.
	Road Safety Upgrades - Schools Safety Audits-Humpty Doo - Challoner Circuit Area	6,216.70	1,541.25	7,757.95				Sep-22	Complete	Complete

Class of Assets	Municipal Plan Program	Total Prior year(s) Actuals \$	FY 22/23 YTD Actuals \$	Total Actuals \$	Total Approved Budget \$	Total yet To Spend \$	Budget Spent %	Scheduled Completion Date	Project Stage	Status Update
	Road Safety Upgrades - Girraween Primary School	6,216.70	685.00	6,901.70				Sep-22	Completed	Completed
	Road Safety Upgrades - Schools Safety Audits- Howard Springs Primary School	6,216.70	1,541.25	7,757.95				Sep-22	Completed	Completed
	Road Safety Upgrades - Schools Safety Audits- Good Shepherd	6,216.70	1,541.25	7,757.95				Sep-22	Completed	Completed
	Road Safety Upgrades - Schools Safety Audits- Middle Point School	6,216.70	1,541.25	7,757.95				Sep-22	Completed	Completed
	Road Safety Upgrades - Street Lighting- Priority List, intersections, and Challoner Circuit review	-	-	-				Sep-22	Completed	Completed
	Road Safety Upgrades - Shoulder Widening- Whitewood Road - Ch0.00 to Ch617.00	54,452.85	-	54,452.85				Sep-22	Completed	Completed
Buildings	Mira Square Development- Community Hall	-	118,253.19	118,253.19	150,000.00	31,746.81	78.84%	Oct-22	Delivery	Lock upstage
Buildings	Thorak Cemetery - Opening the New Families Section	68,530.36	-	68,530.36	80,000.00	11,469.64	85.66%	TBC	Delivery	Complete.
Community	Waste Bin Replacement	65,525.25	-	65,525.25	80,000.00	14,474.75	81.91%	TBC	Delivery	Works Completed

Class of Assets	Municipal Plan Program	Total Prior year(s) Actuals \$	FY 22/23 YTD Actuals \$	Total Actuals \$	Total Approved Budget \$	Total yet To Spend \$	Budget Spent %	Scheduled Completion Date	Project Stage	Status Update
Buildings	Reserve Building Renewal and compliance- Freds Pass - Compliance works	-	-	-	20,000.00	20,000.00	0.00%	TBC	Planning	Audit details received - review in progress.
Buildings	Mira Square development- Community Hall	75,753.19	149,246.81	225,000.00	225,000.00	-	100.00%	Sep-22	Delivery	Lock upstage
Fleet	Waste Vehicle Replacement	140,584.32	173,667.20	314,251.52	355,000.00	40,748.48	88.52%%	TBC	Delivery	PO has been raised pending backhoe. Vehicle under construction at Hastings Deering with expected delivery by EOM August 2022.
Buildings	Community Hall	63,437.90	-	63,437.90	100,000.00	36,562.10	63.44%	Jan-22	Discontinued	Project funding has been allocated to LCRI Reseal various Roads.
Community	Thorak Cemetery - Irrigation Grant	86,875.00	30,540.00	117,415.00	153,805.00	36,390.00	76.34%	TBC	Delivery	Fully grant funded project, delays due to wet season weather and contractors secured other work. Negotiations currently being undertaken for works to be completed EOM September 2022.
Community	Drinking Fountain- Water Fountain McMinns Lagoon	11,748.00	-	11,748.00	12,240.00	492.00	95.98%	May-22	Completed	Opening to be scheduled.
Fleet	Replacement Cage on Ranger Vehicle	32,315.40	-	32,315.40	40,000.00	7,684.60	80.79%	Mar-22	Completed	Replacement cage installed.
Mobile Workforce	Two spray Tank units (replacement)	-	23,881.28	23,881.28	25,000.00	1,118.72	95.53%	TBC	Completed	MWF weed spraying units. Purchase orders complete.
Community	Humpty Doo Village Green irrigation	-	-	-	20,000.00	20,000.00	0.00%	TBC	Delivery	Delays due to wet season. Extension requested for finalisation.
Roads	Power Road Floodway	465,273.37	268,835.28	734,108.65	763,292.63	29,183.98	96.18%	TBC	Completed	
		2,512,792.15	1,496,413.87	4,009,206.02	6,525,932.48	2,516,726.46	66.15%			

STATEMENT 3. MONTHLY BALANCE SHEET

The Balance Sheet and Financial Reserves closing balances have been updated to reflect the finalised 2021/22 audited balances.

BALANCE SHEET AS AT 30 NOV 2022	YTD Actuals \$	Note Reference*
ASSETS		
Cash at Bank		(1)
Tied Funds	22,322,404.30	
Untied Funds	4,429,475.62	
Accounts Receivable ¹²		
Trade Debtors	217,555.24	(2)
Rates & Charges Debtors	5,217,867.27	
Other Current Assets	225,075.72	
TOTAL CURRENT ASSETS	32,412,378.15	
Non-Current Financial Assets	5,890,073.61 ¹³	
Property, Plant and Equipment	401,189,263.90	
TOTAL NON-CURRENT ASSETS	407,079,337.51	
TOTAL ASSETS	439,491,715.66	
LIABILITIES		
Accounts Payable	1,566,842.42 ¹⁴	(3)
ATO & Payroll Liabilities	250.60	(4)
Current Provisions	620,254.00	
Accruals	963,727.83	
Other Current Liabilities	6,150.00	
TOTAL CURRENT LIABILITIES	3,157,224.85	
Non-Current Liabilities		
Non-Current Provisions	357,946.00	
Other Non-Current Liabilities	23,352.60	
TOTAL NON-CURRENT LIABILITIES	381,298.60	
TOTAL LIABILITIES	3,538,523.45	
NET ASSETS	435,953,192.21	
EQUITY		
Asset Revaluation reserve	403,911,497.62	
Reserves	21,367,126.98	
Accumulated Surplus	10,674,567.61	
TOTAL EQUITY	435,953,192.21	

¹² Includes Allowance for Doubtful debt.

¹³ FY2022 Other non-current Asset-Capital expenses moved into Accumulated Surplus after year-end processes completed.

¹⁴ Includes security deposits and Thorak Cemetery Exclusive rights payments received in advanced.

Note 1: Details of Cash and Investments Held

Investment Schedule

Council invests cash from its operational and business maxi accounts to ensure Council is receiving the best return on its cash holdings. Councils Investment Policy – FIN14 instates controls regarding the credit quality on the entire portfolio.

Counter Party	Date Invested	Invested Amount	Interest rate	Maturity Date	Days Invested	Institution Totals	% Counter party	Expected return to Maturity Date
Bendigo (S&P A2)	2/05/2022	1,000,000.00	2.15%	10/01/2023	253	4,000,000.00	17.92%	14,902.74
	10/08/2022	1,000,000.00	3.40%	4/04/2023	237			22,076.71
	3/10/2022	1,000,000.00	4.15%	20/06/2023	260			29,561.64
	13/10/2022	1,000,000.00	4.00%	4/07/2023	264			28,931.51
Commonwealth (S&P A1+)	5/04/2022	322,404.30	1.25%	13/01/2023	283	7,822,404.30	35.04%	3,124.67
	11/05/2022	1,000,000.00	2.54%	24/01/2023	258			17,953.97
	11/05/2022	1,000,000.00	2.64%	7/02/2023	272			19,673.42
	24/05/2022	1,000,000.00	2.62%	21/02/2023	273			19,596.16
	5/07/2022	1,500,000.00	3.48%	21/03/2023	259			37,040.55
	26/10/2022	2,000,000.00	4.20%	11/07/2023	258			59,375.34
	3/10/2022	1,000,000.00	4.00%	6/06/2023	246			26,958.90
Defence Bank A-2	24/11/2022	1,000,000.00	4.30%	27/07/2023	245	2,500,000.00	11.20%	28,863.01
	24/11/2022	1,500,000.00	4.30%	10/08/2023	259			45,768.49
NAB (S&P A1+)	29/04/2022	1,000,000.00	1.79%	6/12/2022	221	6,000,000.00	26.88%	10,838.08
	29/04/2022	1,000,000.00	1.85%	20/12/2022	235			11,910.96
	22/06/2022	500,000.00	3.37%	7/03/2023	258			11,910.41
	23/08/2022	1,000,000.00	3.59%	18/04/2023	238			23,408.77
	6/09/2022	1,500,000.00	3.70%	9/05/2023	245			37,253.42
	12/10/2022	1,000,000.00	3.94%	27/06/2023	258			27,849.86
Westpac (S&P A1+)	21/09/2022	2,000,000.00	3.44%	23/05/2023	244	2,000,000.00	8.76%	45,992.33
TOTAL INVESTMENTS		22,322,404.30				22,322,404.30	100%	522,990.94
% of Total Investment Portfolio	A1 & A1+ (max 100%)	71%		A2 (max 60%)	29%		100%	

Total Investments/ Tied Funds	22,322,404.30	Total Year to date Investments Earnings	\$185,582.83
General Bank Funds	4,428,200.62		
Council Till and Petty Cash float	\$1,275.00		
Total Untied Funds	\$ 4,429,475.62		
Total all funds	\$ 26,751,879.92		

Note 2: Statement of Trade Debtors

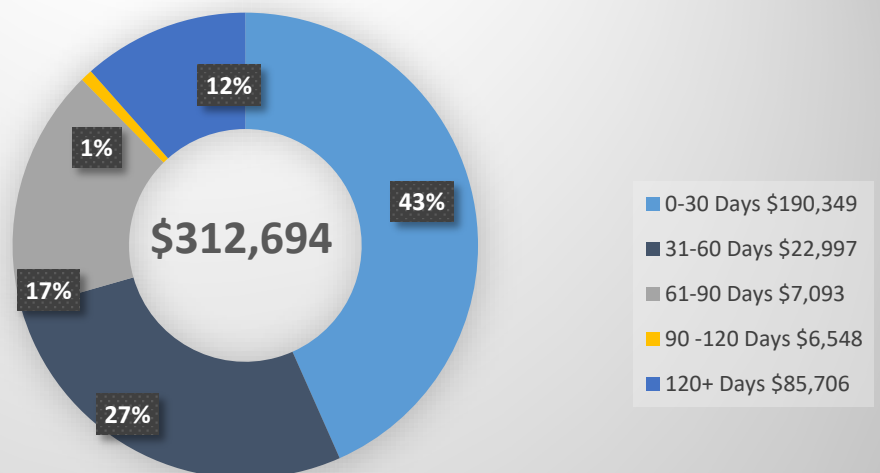
Total Debtors as of 30 November 2022 is \$312,694 and \$85,706.49 of these are outstanding over 90 days.

\$51,979 of the 90+ days debtors relate to on charge of legal fees on regulatory service orders. Follow-up is continuing to settle the outstanding balances.

Fines and Infringements - Council has three hundred and thirty-six (336) infringements outstanding with a total balance of \$76,230.55, an increase of \$16,657 from October. One hundred and sixty-two (162) are newly issued, and one hundred and seventy-four (174) are with the Fines Recovery Unit (FRU).

Age of Trade Debtors:	Current	Past Due 1-30 Days	Past Due 31-60 Days	Past Due 61-90 Days	Past Due 90+ Days	Total
Sundry Debtor	1,233.54			750.00	52,221.88	54,205.42
Cemetery	57,234.80	13,565.00	2,840.00	492.00		74,131.80
Waste	359.92				20.00	379.92
Recreation Reserves	8,278.37		185.20	1,508.49	956.06	10,928.12
GST Receivable	96,818.62					96,818.62
Infringements	26,424.00	9,432.00	4,068.00	3,798.00	32,508.55	76,230.55
Total	190,349.25	22,997.00	7,093.20	6,548.49	85,706.49	312,694.43

Trade Debtors - Outstanding by Age



Note 3: Statement of Trade Creditors

Age of Trade Creditors:	Current	Past Due 1-30 Days	Past Due 31-60 Days	Past Due 61-90 Days	Past Due 90+ Days	Total
General	61,913.90	316,388.35	-	-	-	378,302.25
Cemetery	163.05	5,056.44				5,219.49
Total	62,076.95	321,444.79	-	-	-	383,521.74

The weekly creditors payment run was processed on Thursday, 1st of December immediately after the end of month.

Note 4: Statement on Australian Tax Office, Payroll, and Insurance Obligations

Age of Trade Creditors:	Current	Past Due 1-30 Days	Past Due 31-60 Days	Past Due 61-90 Days	Past Due 90+ Days	Total
GST Creditor	164,834.82	-	-	-	-	164,834.82
Payroll- Superannuation	-	-	-	-	-	-
Total	164,834.82	-	-	-	-	164,834.82

Financial Reserves 2023

The 2021/22 Financial Reserves balances have been finalised as per the audited financial statements.

	2021/22 Actuals \$	2022/23 Net Movement \$	2022/23 Budget \$
Externally Restricted			
Developer Contribution Reserve	280,725.00	(280,725.00)	-
Unexpended Grants / Contributions	2,573,927.00	(2,573,927.00)	-
Unexpended Capital Works	631,334.00	(631,334.00)	-
Total Externally Restricted Reserves	3,485,986.00	(3,485,986.00)	-
Asset Reserve	8,941,078.00	(3,395,078.00)	5,546,000.00
Waste Management Reserve	5,124,100.00	(764,100.00)	4,360,000.00
Thorak Regional Cemetery Reserve	1,719,798.00	(1,061,798.00)	658,000.00
Election Reserve	100,000.00	100,000.00	200,000.00
Disaster Recovery Reserve	500,000.00	(100,000.00)	400,000.00
Strategic Initiatives Reserve	500,000.00	(100,000.00)	400,000.00
ICT Reserve	-	100,000.00	100,000.00
Cash for Cans Reserves	113,223.00	(113,223.00)	-
Total Internally Restricted Reserves	16,998,199.00	(5,334,199.00)	11,664,000.00
TOTAL RESERVES	20,484,185.00	(8,820,185.00)	11,664,000.00

Outstanding Rates

Prior Year Rates

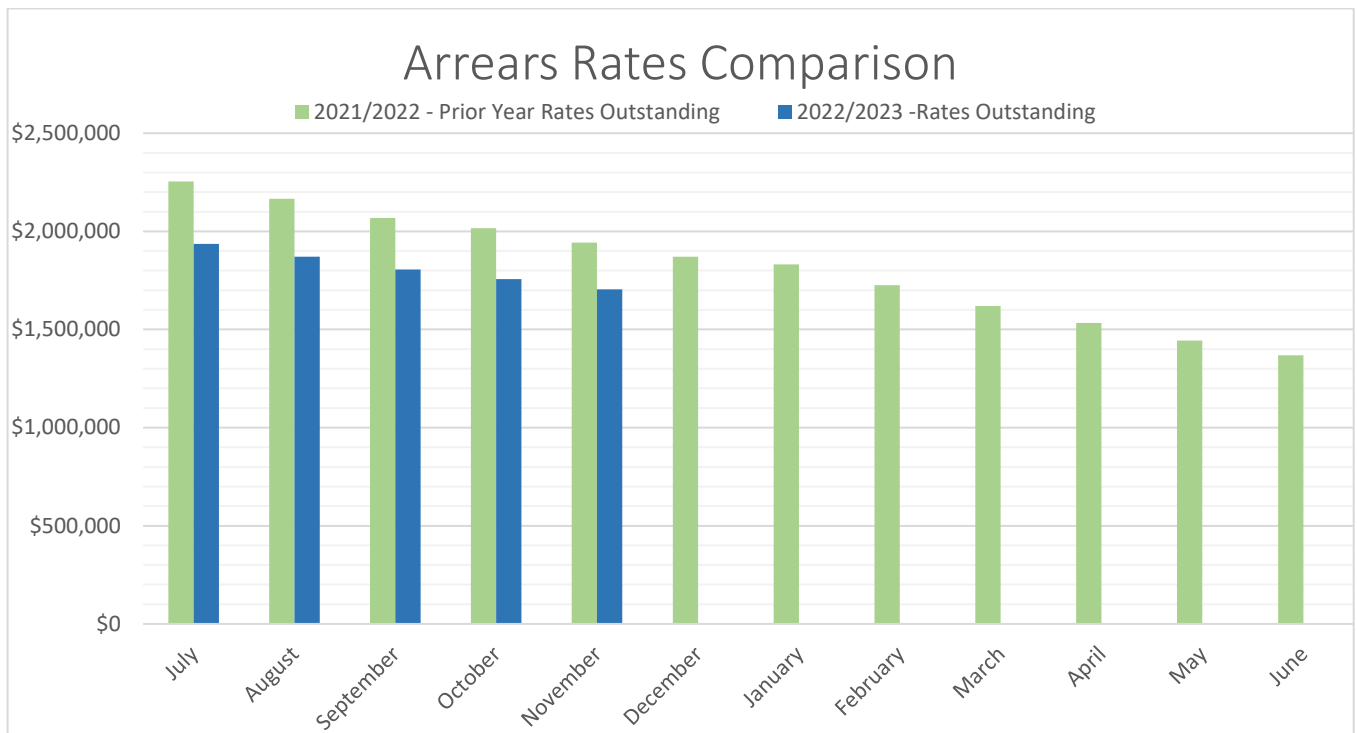
The below table illustrates the split of prior year outstanding rates, currently at \$1.7 million.

Council continues to promote awareness among ratepayers on obligations and implications of unpaid Rates and Charges, ensuring rates collectible remains at acceptable levels as Council fulfils its Municipal Plan targets to remain financially sustainable.

The table below shows the balance of the prior year rates as at the beginning of the financial year, last month and the current month.

	Beginning of 2022/23 Prior Years Rates Outstanding (\$)	Previous Month (October 2022) (\$)	Current Month (November 2022) (\$)
COMMERCIAL	48,844.51	31,811.53	31,349.67
GAS PLANT	812.20	8,783.07	-
MINING	135,034.69	138,797.43	139,818.79
HORTICULTURE AGRICULTURE	77,870.19	75,372.07	74,112.42
NON-RATEABLE GENERAL	17,276.01	17,739.82	17,856.72
NON-RATEABLE WASTE	33,640.91	34,525.07	34,763.94
PASTORAL	-	-	-
RURAL RESIDENTIAL	1,450,674.74	1,215,104.59	1,184,779.69
URBAN RESIDENTIAL	283,118.87	235,072.75	222,612.72
TOTAL	2,047,272.12	1,757,206.33	1,705,293.95
Arrears LESS Legal	1,824,951.34	1,534,885.55	1,507,262.41

The graph below compares prior year rates between 2021/22 and 2022/23 financial years.



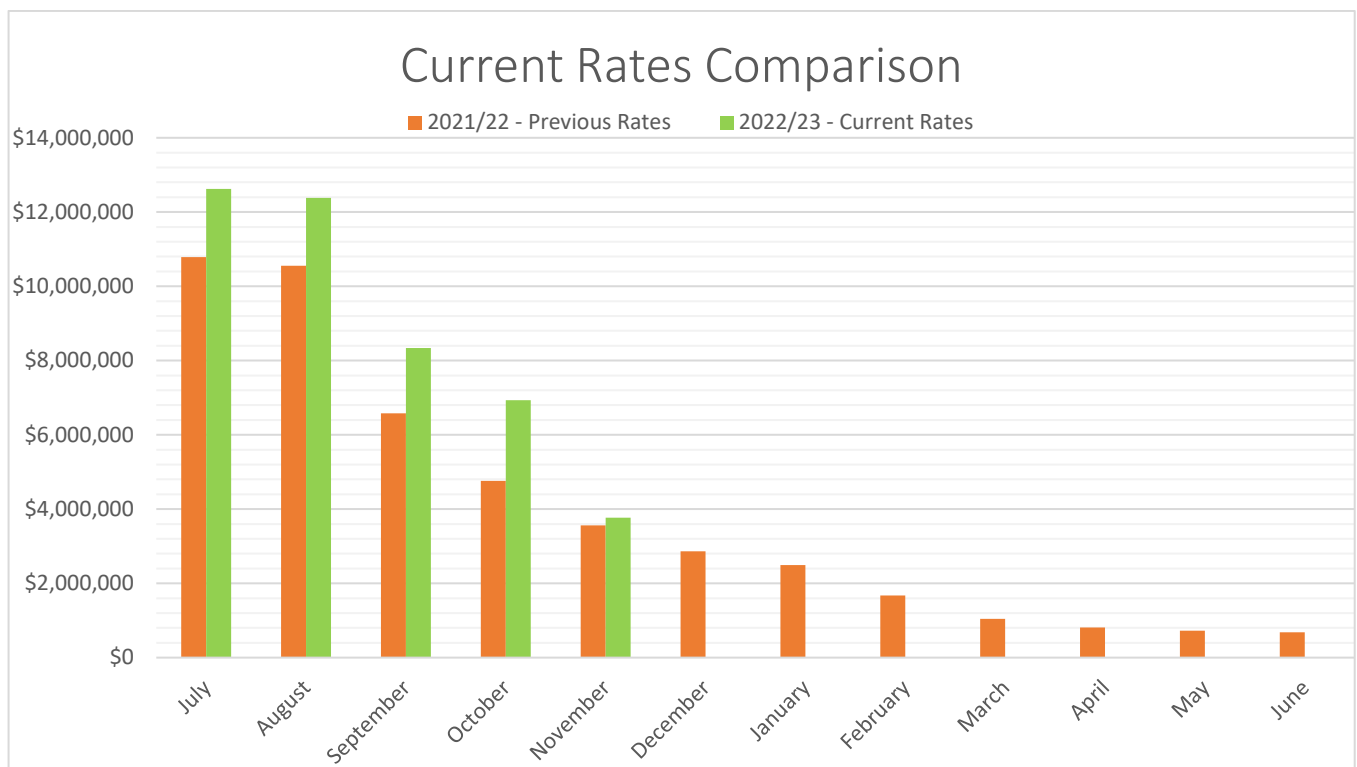
Current Year Rates

The below table illustrates the split of current year outstanding rates. Current year rates levied total \$13.6m.

The table below shows the movement in current year rates compared to last month.

	Previous Month (October 2022) (\$)	Current Month (November 2022) (\$)	Variance (\$)	Due Dates
Instalment 1	1,452,248.03	594,912.54	857,335.49	30-Sep-22
Instalment 2	2,652,086.79	1,141,211.29	1,510,875.50	30-Nov-22
Instalment 3	2,832,543.68	2,036,313.65	796,230.03	28-Feb-23
TOTAL	6,936,878.50	3,772,437.48	3,164,441.02	

The graph below compares annual rates between 2021/22 and 2022/23.



Accounts Payable Report

Cheque No.	Payee	Description	Amount
1358.1387-01	DEFENCE BANK LIMITED	Term Deposit - Maturity Date 08 Aug 2023 & 25 Jul 2023	\$ 2,500,000.00
1352.8-01	DOWNERDI WORKS PTY LTD	Levey Road - Environmental Management - Package 4	\$ 551,021.95
1356.858-01	NTEX - PTY LTD	Project Asbestos Remediation Works - RFT22-309	\$ 494,683.98
1352.1103-01	HASTINGS DEERING	Hire Caterpillar 428 Backhoe Loader - Waste	\$ 184,800.00
1352.280-01	CITY OF DARWIN	Sep 2022 - Waste Transfer from HS, BS and HD Waste Stations to Shoal Bay Receiving Station	\$ 130,513.50
1358.280-01	CITY OF DARWIN	Oct 2022 - Waste Transfer from HS, BS and HD Waste Stations to Shoal Bay Receiving Station	\$ 68,802.20
1352.1583-01	A1 PLANT AND CIVIL	Jarvis Road & Eucalyptus - Culvert Installation & Driveway Upgrades	\$ 65,449.96
1352.374-01	AUSTRALIAN TAXATION OFFICE (ATO)	PAYG Payable Pay 9 (22/23) - Cycle 1 WE: 01 Nov 2022	\$ 50,926.00
1358.374-01	AUSTRALIAN TAXATION OFFICE (ATO)	PAYG Payable Pay 10 (22/23) - Cycle 1 WE: 16 Nov 2022	\$ 49,465.00
1354.1890-01	CLARE CONSTRUCTION & CIVIL PTY LTD	Driveway Repairs - Various Locations Litchfield Council Municipality	\$ 45,935.00
1358.87-01	TOP END LINEMARKERS PTY LTD	Line Marking after Reseal - Various Locations Litchfield Council Municipality	\$ 45,238.48
1358.13-01	FREDS PASS RURAL COMMUNITY SHOW INC.	Operational Funding - Fred's Pass Rural Show 22 / 23	\$ 45,000.00
1352.409-01	F & J BITUMEN SERVICES PTY LTD	Pothole Patching Various Roads Litchfield Council Municipality	\$ 42,498.75
1356.1866-01	NUTRIEN AG SOLUTIONS	Supply of Herbicide - MWF	\$ 38,788.20
1352.268-01	BYRNE CONSULTANTS	Aerometrex Enquiry - Chibnall Road	\$ 36,307.15
1356.1884-01	WESTPAC BANK - QUICK SUPER ACCOUNT	WBC Quick Super Payment- Cyc 1 Pay 10 WE: 13 Oct 2022	\$ 27,704.23
1354.1884-01	WESTPAC BANK - QUICK SUPER ACCOUNT	WBC Quick Super Payment- Cyc 1 Pay 09 WE: 30 Oct 2022	\$ 26,015.33
1358.514-01	VEOLIA ENVIRONMENTAL SERVICES	Oct 2022 - Waste Transfer from HSWTS to Shoal Bay	\$ 25,200.22
1352.1898-01	AEROMETREX LIMITED	Exponaire Software Licence - Oct 2022 / 2023	\$ 19,250.00
1352.1564-01	FOURIER TECHNOLOGIES PTY LTD	Sep 2022 - On Site ICT Services	\$ 17,596.78
1358.926-01	JACANA ENERGY	Nov 22- Electricity for Various Locations of Litchfield Council	\$ 14,113.45
1358.849-01	WEX AUSTRALIA (PUMA CARD)	Oct 2022 - Litchfield Council Fuel Account	\$ 13,384.85
1354.514-01	VEOLIA ENVIRONMENTAL SERVICES	Oct 2022 - Waste Transfer from BSWTS to Shoal Bay	\$ 12,978.70
1358.770-01	HAYS SPECIALIST RECRUITMENT (AUST) PTY LTD	Temp Staff – Oct & Nov 2022	\$ 10,849.62
1358.809-01	ALLOY & STAINLESS PRODUCTS PTY LTD	Parts and Repairs for Fail Mowers - MWF Tractors	\$ 8,918.09
1356.162-01	CIVICA PTY LTD	Sep 2022 -Authority Program - V6.11 - V7.1 Upgrade	\$ 8,166.40

Cheque No.	Payee	Description	Amount
1354.1068-01	MR D S BARDEN	Oct 2022 - Elected Member Allowances	\$ 8,108.97
1354.170-01	NTRS (NT RECYCLING SOLUTIONS)	Oct 2022 - Waste Transfer from WTS to Shoal Bay	\$ 7,664.76
1354.770-01	HAYS SPECIALIST RECRUITMENT (AUST) PTY LTD	Temp Staff – Nov 2022	\$ 6,633.64
1358.951-01	MINTER ELLISON	Legal Advice	\$ 6,238.10
1358.2015-01	SLR CONSULTING AUSTRALIA PTY LTD	Oct 2022 - Surface Water Monitoring for WTS	\$ 6,088.50
1358.2270-01	TYRECYCLE PTY LTD	Removal of Tyres from HDWTS	\$ 6,055.15
1356.1829-01	PACESETTER SERVICES PTY LTD	CIVICA Authority 6.11 to 7.1 on Premises Upgrade	\$ 5,940.00
1354.1103-01	HASTINGS DEERING	NT Rego Inspection & Registration Including Stamp Duty	\$ 5,803.65
1355.183-01	CHRIS'S BACKHOE HIRE PTY LTD	Oct 2022 - Grave Preparation Thorak Cemetery	\$ 5,544.00
1356.770-01	HAYS SPECIALIST RECRUITMENT (AUST) PTY LTD	Temp Staff - Oct 2022	\$ 5,406.94
1356.1113-01	GRAPHICS'LL DO (LEONIE RICHARDS)	Design, Layout & Artwork Annual Report Litchfield Council 2022 / 2023	\$ 5,230.50
1354.1298-01	RURAL COMMUNITY CAROLS	Grant for Rural Carols by Candlelight Event	\$ 5,000.00
1354.16-01	BERRY SPRINGS RESERVE	Grant- Showcases of Historical Value of Mango at Berry Spring	\$ 5,000.00
1354.1741-01	DARWIN COMMUNITY ARTS	Grant -Weekly Free Program of Arts & Culture	\$ 5,000.00
1354.72-01	LIVINGSTONE RESERVE MANAGEMENT BOARD	Grant - Strategic Planning for Livingstone Recreation	\$ 5,000.00
1354.1866-01	NUTRIEN AG SOLUTIONS	Purchase of Spray wise, Hand Pumps & Jugs - MWF	\$ 4,650.36
DD141122	WESTPAC CARDS & DIRECT DEBITS	Oct 2022 - Credit Card Purchases Litchfield Council	\$ 4,553.48
1352.867-01	ALL ASPECTS RECRUITMENT & HR SERVICE	Temp Staff – Nov 2022	\$ 4,464.73
1354.390-01	HUMPTY DOO BOWLS CLUB INC	Grant for Upgrading Signage & Installing Seat	\$ 4,205.15
1358.268-01	BYRNE CONSULTANTS	RFQ21-297 - Girraween Road - Road Safety Upgrades	\$ 4,147.00
1354.1847-01	HUMPTY DOO HORTICULTURAL SERVICES	23 Aug - 22 Sep 2022 - Grounds Maintenance HDVG	\$ 3,995.00
1353.2089-01	ELGAS LTD	Weekly Gas Delivery for Thorak WE: 25 Aug & 26 Oct 2022	\$ 3,847.34
1352.1237-01	THE BOOKSHOP DARWIN	Assorted Books for Taminmin Library Content	\$ 3,817.73
1358.867-01	ALL ASPECTS RECRUITMENT & HR SERVICE	Temp Staff- Nov 2022	\$ 3,753.49
1352.770-01	HAYS SPECIALIST RECRUITMENT (AUST) PTY LTD	Temp Staff – Oct 2022	\$ 3,616.54
1352.2270-01	TYRECYCLE PTY LTD	Tyre collection from HDWTS	\$ 3,471.68
1356.1022-01	KPMG	Year-End Audit Fee in Connection with R to R & LRCI	\$ 3,415.50

Cheque No.	Payee	Description	Amount
1358.2529-01	TOTAL SAFETY SOLUTIONS	Sundstrom - Chemical Breathing PPE	\$ 3,198.51
1354.2546-01	FREDS PASS POSITIVE DOG TRAINING CLUB INC	Grant for Purchase of Dog Training Equipment	\$ 2,950.50
1354.2252-01	MRS E SHARP	Oct 2022 - Elected Member Allowances	\$ 2,828.95
1354.522-01	FARMWORLD NT PTY LTD	500 Hour Service- Additional Checks Repairs - MWF	\$ 2,742.90
1352.1581-01	SALARY PACKAGING AUSTRALIA	Salary Sacrifice for Litchfield Council Employees WE 02 Nov 2022	\$ 2,725.07
1356.1581-01	SALARY PACKAGING AUSTRALIA	Salary Sacrifice for Litchfield Council Employees WE 16 Nov 2022	\$ 2,725.07
1356.926-01	JACANA ENERGY	Nov 22- Electricity for Various Locations of Litchfield Council	\$ 2,698.15
1358.2169-01	KILLARA SERVICES (NETRONIX PTY LTD)	Nov 2022 - Cleaning Litchfield Council & Thorak	\$ 2,644.85
1355.540-01	HOSEPOWER (NT) PTY LTD	Oct 2022 JCB Cylinder Repairs - Thorak Cemetery	\$ 2,618.34
1356.840-01	AIRCON CLEANING	Replacement of Aircon at HSWTS	\$ 2,609.20
1354.498-01	MR M I G SALTER	Oct 2022 - Elected Member Allowances	\$ 2,547.30
1354.384-01	MS C VERNON	Nov 2022 - Authority Consultancy Services	\$ 2,407.63
1359.540-01	HOSEPOWER (NT) PTY LTD	Nov 2022 JCB Cylinder Repairs - Thorak Cemetery	\$ 2,076.17
1354.2239-01	MR M SIDEY	Oct 2022 - Elected Member Allowances	\$ 2,057.30
1354.2249-01	MS R A WRIGHT	Oct 2022 - Elected Member Allowances	\$ 2,057.30
1356.867-01	ALL ASPECTS RECRUITMENT & HR SERVICE	Temp Staff - Nov 2022	\$ 2,050.74
1354.1829-01	PACESETTER SERVICES PTY LTD	Authority NAR Remediation Service	\$ 1,980.00
1356.2495-01	J & T AUTO ELCTRICS & AIRCONDITIONING	Repairs & Maintenance of WA 150-A Komatsu - WTS	\$ 1,965.00
1357.2089-01	ELGAS LTD	Weekly Gas Delivery for Thorak WE: 02 Nov 2022	\$ 1,845.58
1354.867-01	ALL ASPECTS RECRUITMENT & HR SERVICE	Temp Staff - Nov 2022	\$ 1,794.17
1354.129-01	VANDERFIELD PTY LTD & RDO EQUIPMENT	Supply 1 x Wheel Centre, Washer & Nuts - MWF	\$ 1,768.62
1354.2238-01	MR K R HARLAN	Oct 2022 - Elected Member Allowances	\$ 1,617.30
1356.1141-01	NORTHERN GROUND MAINTENANCE (ANNACAM INDUSTRIES)	Oct 2022 - Mowing Service HPRR	\$ 1,595.00
1356.1088-01	TALENT PROPELLER	Advertising of Position Gatekeeper	\$ 1,573.00
1354.2253-01	MR A MACKAY	Oct 2022 - Elected Member Allowances	\$ 1,567.30
1354.246-01	L & S OFFROAD SUSPENSION	Towbar & Bar Trail Added on CE53SQ - Planning	\$ 1,537.90
1354.1554-01	AEROSAIL ENGINEERED FABRIC STRUCTURES PTY LTD	Removal of Damaged Sail & Returned to Litchfield Council	\$ 1,380.00

Cheque No.	Payee	Description	Amount
1355.2089-01	ELGAS LTD	Weekly Gas Delivery for Thorak WE: 26 Oct 2022	\$ 1,367.47
1356.28-01	RURAL FIRE PROTECTION	6 Monthly Fire Equipment Service - Office & HDVG	\$ 1,355.20
1358.506-01	TURBO'S TYRES	Service DMAX Ranger Vehicle - Regulatory	\$ 1,342.00
1356.31-01	TOP END SIGN SALES	Signage for Howard Park Cricket Net	\$ 1,265.00
1354.51-01	SOUTHERN CROSS PROTECTION PTY LTD	Oct 2022 - Patrol Services - Litchfield Council	\$ 1,189.02
1352.2527-01	NORTHCOAST REFRIGERATION & AIRCONDITIONING NT	De Gas Aircon & Fridges HDWTS	\$ 1,188.00
1358.2049-01	AJ SECURITY DARWIN	Nov 2022 - Security Open and Lock Up HDVG	\$ 1,188.00
1358.2295-01	COLEMANS PRINTING (COLEMANS INK PTY LTD)	Issued Infringements Books - Regulatory Services	\$ 1,170.40
1352.1674-01	FRESH START - FOR CLEANING	Cleaning Knuckey Lagoon WE: 19 OCT 2022	\$ 1,170.00
1352.87-01	TOP END LINEMARKERS PTY LTD	Line Marking after Reseal - Various Locations Litchfield Council Municipality	\$ 1,133.40
1359.2089-01	ELGAS LTD	Weekly Gas Delivery for Thorak WE: 16 Nov 2022	\$ 1,103.82
1358.1396-01	CSE CROSSCOM PTY LTD (T/A COMM8)	Nov 2022 - 30x Tracking system Data Access	\$ 1,100.00
1353.676-01	FINAL TOUCH AUSTRALIA	Memorial Sales for Thorak Cemetery Customer	\$ 1,012.07
1356.753-01	NATIONAL FLAGS	Replacement of Flags for Litchfield Council Office	\$ 968.00
1356.794-01	TOP END R.A.C.E.	Reactive Street Light Maintenance - Various Locations Litchfield Council Municipality	\$ 961.95
1358.2549-01	ALL GLOBAL TRAINING (TRADING AS ATLS VENTURE PTY LTD)	Licence to Operate Forklift Training - WTS	\$ 920.00
1354.1564-01	FOURIER TECHNOLOGIES PTY LTD	Eaton 3S 600VA / 360W Standby Power board UPS	\$ 905.58
1358.1471-01	RICOH AUSTRALIA PTY LTD	Oct 2022 - Council Office Photocopier Rental	\$ 877.81
1354.1674-01	FRESH START - FOR CLEANING	KLRR Cleaning WE: 02 Nov 2022	\$ 877.50
1356.1103-01	HASTINGS DEERING	Service Cat 903 HDWTS 250hr	\$ 866.28
1356.1674-01	FRESH START - FOR CLEANING	HPRR Cleaning WE: 11 Nov 2022	\$ 866.25
1357.926-01	JACANA ENERGY	Oct 2022 - Electricity - Thorak Cemetery	\$ 859.53
1352.187-01	NORSIGN	Replacement Signage - Various Locations Litchfield Council Municipality	\$ 841.50
1356.2527-01	NORTHCOAST REFRIGERATION & AIRCONDITIONING NT	De Gas Aircon & Fridges HDWTS	\$ 792.00
1352.2049-01	AJ SECURITY DARWIN	Oct 2022 - Security Open and Lock Up HPRR	\$ 758.51
1355.2049-01	AJ SECURITY DARWIN	Nov 2022 - Security Open and Lock Up Cemetery	\$ 758.25
1356.2049-01	AJ SECURITY DARWIN	Nov 2022 - Security Open and Lock Up HPRR	\$ 758.25

Cheque No.	Payee	Description	Amount
1358.1674-01	FRESH START - FOR CLEANING	KLRR Cleaning WE: 16 Nov 2022	\$ 731.25
1352.1047-01	REMOTE AREA TREE SERVICES PTY LTD	Tree Maintenance Works - Various Locations Litchfield Council Municipality	\$ 726.00
1354.1552-01	COMICS NT	Assorted Books for Taminmin Library Content	\$ 693.00
1352.267-01	K & J BURNS ELECTRICAL & REFRIGERATOR	Electrical Repairs at HSWTS	\$ 666.00
00413306	LITCHFIELD COUNCIL PETTY CASH	Oct & Nov - Reimburse Litchfield Council Petty Cash Float	\$ 646.35
1358.2078-01	HUMPTY DOO NEWSAGENCY	Jul-Sep 2022 NT Newspapers Taminmin Library	\$ 597.36
1356.2164-01	SCOUT TALENT PTY LTD	Oct 2022 - E-Learning Monthly Subscription	\$ 595.98
1358.132-01	AIRPOWER NT PTY LTD	RTV 900-reg: CE 22 JF-1000 Hour Service	\$ 565.41
1354.828-01	HOWARD SPRINGS VETERINARY CLINIC	Euthanasia and Disposal of Impounded Dog	\$ 560.00
1354.874-01	VTG WASTE & RECYCLING	Oct 2022 - HDVG, KLRR & HPRR VTG Waste Collection	\$ 555.46
1358.2421-01	RURAL GARDEN SUPPLIES (SOUTHERN CROSS LANDSCAPING SUPPLIES PTY LTD)	Supply of Pre-mix 10mm - MWF	\$ 550.00
1354.2527-01	NORTHCOAST REFRIGERATION & AIRCONDITIONING NT	De Gas Aircon & Fridges HDWTS	\$ 528.00
1354.512-01	SELTER SHAW PLUMBING PTY LTD	Call Out to Repair Toilet Blockage at HDVG	\$ 506.00
1354.1187-01	TERRITORY NATURAL RESOURCE MANAGEMENT	Grant for Preservation of Top End's Natural Values	\$ 500.00
1354.2540-01	LOCAL ARTIST	Litchfield Women in Business Art Exhibition Prize	\$ 500.00
1354.757-01	WILLOUGHBY & ASSOCIATES PTY LTD	Legal Advice	\$ 495.00
1355.1412-01	HAPPIER ENDING FUNERALS	Transportation of Deceased to Thorak Cemetery	\$ 495.00
1357.1412-01	HAPPIER ENDING FUNERALS	Transportation of Deceased to Thorak Cemetery	\$ 495.00
1352.1566-01	WINC AUSTRALIA PTY LTD	Stationary - Consumables and Fixed Items	\$ 486.00
1354.2542-01	LITCHFIELD RESIDENT	Rates Refund	\$ 455.94
1358.1274-01	GRACE RECORD MANAGEMENT (AUSTRALIA)	Oct 2022 - Litchfield Council Archive Storage	\$ 455.04
1354.1330-01	PAWS DARWIN LTD	Oct 2022 - Impound Transfer x7	\$ 455.00
1358.512-01	SELTER SHAW PLUMBING PTY LTD	Call Out to Repair Public Toilet - HDVG	\$ 447.88
1352.2395-01	MAITAI SERVICES (TAMINMIN CANTEEN)	Pink Ribbon Day Breakfast- 24/10/2022	\$ 442.00
1356.229-01	INITIAL & PEST CONTROL (RENTOKIL)	Nov 2022 - Mar 2023 Commercial Pest Service	\$ 437.75
1356.367-01	BUNNINGS GROUP LIMITED	Consumable Hardware Items - Litchfield Council Office	\$ 383.88
1354.855-01	TENDERLINK	Advertising - RFT22-326 Waste Transport	\$ 369.60

Cheque No.	Payee	Description	Amount
1358.815-01	JEFFRESS ADVERTISING	NT News Advertisement for Waste Transportation	\$ 358.81
1354.1730-01	DARLS ART	Contemporary Australian Indigenous Art Workshop	\$ 350.00
1356.1237-01	THE BOOKSHOP DARWIN	Assorted Books for Taminmin Library Content	\$ 347.17
1357.134-01	FIGLEAF POOL PRODUCTS	Nov 2022-Bi-Monthly Microbiological Testing	\$ 341.00
1354.61-01	GREENTHEMES INDOOR PLANT & HIRE	Nov 2022 - Indoor Plant Hire Litchfield Council Offices	\$ 338.50
1352.1396-01	CSE CROSSCOM PTY LTD (T/A COMM8)	Oct 2022 - 30x Tracking system Data Access	\$ 330.00
1356.1040-01	SUPERCHEAP AUTO	Bulk Purchase - Gear Oil & Assorted Consumables	\$ 315.15
1354.1278-01	SEEK LIMITED	Advertising of Position for Gatekeeper	\$ 313.50
1354.2544-01	LITCHFIELD RESIDENT	Youth Development Grant - Australian ATV MX Nation	\$ 300.00
1354.2545-01	LITCHFIELD RESIDENT	Youth Development Grant - Mounted Championship	\$ 300.00
1354.2547-01	LITCHFIELD RESIDENT	Grant - Attending Kani-Karrung Girl Guide Jamboree	\$ 300.00
1354.450-01	HUMPTY DOO VETERINARY HOSPITAL PTY LTD	Redemption of De-sexing Vouchers	\$ 300.00
1356.790-01	BOBTOW TILT TRAY SERVICES	Transport Backhoe from HSWTS to Pickles Auction	\$ 253.00
1355.514-01	VEOLIA ENVIRONMENTAL SERVICES	Oct 2022- Waste Collection Thorak Cemetery	\$ 240.42
1356.2378-01	PACK & SEND DARWIN	Taminmin Library Courier Service WE 01 Nov 2022	\$ 240.00
1356.508-01	EASA	EAP Counselling Sessions- 16 - 31 Oct 2022	\$ 235.30
1358.508-01	EASA	EAP Counselling Sessions- 01 - 15 Nov 2022	\$ 235.30
1354.205-01	SAFEWAY TEST & TAG	Test & Tag Equipment at MWF	\$ 233.20
1357.941-01	EVERLON BRONZE	Thorak - Plaque NT-TRC-B220518A	\$ 232.10
1356.1471-01	RICOH AUSTRALIA PTY LTD	Sep 2022 - MWF and Waste Ricoh Consumables	\$ 224.53
1352.565-01	CURBY'S (NT) PTY LTD	Gold Desk plex Sign - Litchfield Council Staff	\$ 220.00
1356.151-01	HARVEY NORMAN COMPUTERS/ELECTRICAL	Purchase of Chase Power 800VA/480W UPS	\$ 219.00
1354.2395-01	MAITAI SERVICES (TAMINMIN CANTEEN)	Catering for Litchfield Council Councillors	\$ 216.00
1356.2395-01	MAITAI SERVICES (TAMINMIN CANTEEN)	Nov 2022 - Catering for Council Meeting	\$ 216.00
1352.130-01	MOBILE LOCKSMITHS	Call Out for Re-Key Cut at HDVG Bathroom	\$ 209.00
1356.1697-01	RSPCA	Oct 2022 - Impounds Transfer	\$ 195.00
1354.565-01	CURBY'S (NT) PTY LTD	Name Badge & Overlay for Litchfield Council Staff Members	\$ 191.40

Cheque No.	Payee	Description	Amount
1354.968-01	NTF CONSTRUCTION SUPPLY SPECIALISTS	Bulk Purchase of Assorted Nuts and Bolts	\$ 185.66
1358.855-01	TENDERLINK	Advertising - RFQ22-329 Southport Roads	\$ 184.40
1356.1186-01	ADVANCED SAFETY SYSTEMS AUSTRALIA PTY LTD (ASSA)	Nov 2022 - ASSA Monthly Membership	\$ 181.50
1354.25-01	LAND TITLES OFFICE	Planning - Land Title Searches	\$ 176.40
1354.1429-01	SMILE A MILE FUN BUS & TOY LIBRARY	Intergenerational Library Buddies - Activity	\$ 176.00
1358.1155-01	LITCHFIELD EMPLOYEE	Salary Deduction Bounced Back & Paid to New Bank Account	\$ 175.00
1356.522-01	FARMWORLD NT PTY LTD	Replacement of Indicator Rod CPL - MWF	\$ 174.00
1353.926-01	JACANA ENERGY	Sep 2022 - Electricity for Thorak House	\$ 167.73
1356.565-01	CURBY'S (NT) PTY LTD	ID Cards for Litchfield Council Employees	\$ 165.00
1352.1181-01	ODD JOB BOB	Supply Labour & Materials to Repair Vehicle Dog Catch Latch	\$ 159.50
1352.51-01	SOUTHERN CROSS PROTECTION PTY LTD	Oct 2022 - Alarm Responses	\$ 154.35
1354.1537-01	LITCHFIELD RESIDENT	Reimbursement for Australian Institute Intergenerational Practice	\$ 150.00
1356.1176-01	FLOWERS BY ELISE	Delivery of Flower- Remembrance Day	\$ 150.00
1356.512-01	SELTOR SHAW PLUMBING PTY LTD	Call Out to Repair Toilet Leaking on Floor	\$ 140.20
1352.926-01	JACANA ENERGY	Sep-Oct 2022 Electricity for Lot 1799 HDWTS - Hall	\$ 136.25
1352.158-01	NT ELECTRICAL GROUP	Repairs to Call Out Electricity at KLRR	\$ 132.00
1356.828-01	HOWARD SPRINGS VETERINARY CLINIC	Euthanasia and Disposal of Impounded Dog	\$ 115.00
1353.940-01	ABG PTY LTD	Registration Inspections for Fuso Truck - Thorak Cemetery	\$ 110.00
1352.1392-01	AKRON GROUP PTY LTD	Refund for Overpayment of Permit - Thorngate Road	\$ 108.15
1354.2543-01	LITCHFIELD RESIDENT	Refund for Cat Trap Hire	\$ 105.00
1358.2459-01	LITCHFIELD RESIDENT	Refund for Dog Trap Hire	\$ 105.00
1358.2531-01	LITCHFIELD RESIDENT	Refund for Dog Trap Hire	\$ 105.00
1352.1220-01	GIRRAWEE VETERINARY HOSPITAL	Redemption of Desexing Voucher	\$ 100.00
1354.189-01	H.D. ENTERPRISES P/L (HUMPTY DOO HARDWARE)	Consumable Replacement Light Globes for Vehicles	\$ 99.07
1352.498-01	COUNCILLOR REIMBURSEMENT	Reimbursement for AC Power Adaptor	\$ 99.00
1352.400-01	THE ARK ANIMAL HOSPITAL PTY LTD	Nov 2022 Microchip Training for Rangers	\$ 80.00
1358.51-01	SOUTHERN CROSS PROTECTION PTY LTD	Nov 2022 - Additional Alarm Responses	\$ 77.18

Cheque No.	Payee	Description	Amount
1357.1459-01	TERRITORY SPRINGWATER AU PTY LTD	Bottled Water for Thorak Cemetery Chapel	\$ 69.30
1352.367-01	BUNNINGS GROUP LIMITED	Consumable Hardware Items - Waste Station	\$ 68.63
1356.1143-01	WORKPRO (RISK SOLUTIONS AUSTRALIA)	Oct 2022 - Police Check for New Litchfield Council Employees	\$ 60.50
1352.1344-01	PROSEGUR AUSTRALIA PTY LTD	Collect Council Banking WE: 23 Oct 2022	\$ 53.86
1354.1344-01	PROSEGUR AUSTRALIA PTY LTD	Collect Council Banking WE: 30 Oct 2022	\$ 53.86
1356.1344-01	PROSEGUR AUSTRALIA PTY LTD	Collect Council Banking WE: 06 Nov 2022	\$ 53.86
1358.1344-01	PROSEGUR AUSTRALIA PTY LTD	Collect Council Banking WE: 18 Nov 2022	\$ 53.86
1354.2541-01	LITCHFIELD RESIDENT	Refund for Key Deposit	\$ 52.50
1358.287-01	HARVEY DISTRIBUTORS	Replacement of Toilet Items	\$ 43.26
1352.189-01	H.D. ENTERPRISES PTY LTD (HUMPTY DOO HARDWARE)	Assorted Tyre Cold Patch Solution 250ML - MWF	\$ 40.74
1354.367-01	BUNNINGS GROUP LIMITED	Consumable Hardware Items MWF	\$ 39.20
1358.78-01	POWER & WATER CORPORATION	Standpipe Water Cards for MWF Crews	\$ 38.25
TOTAL			\$ 4,783,350.18

STATEMENT 4. MEMBER AND CEO COUNCIL CREDIT CARD TRANSACTION FOR THE MONTH

Cardholder Name: Stephen Hoyne

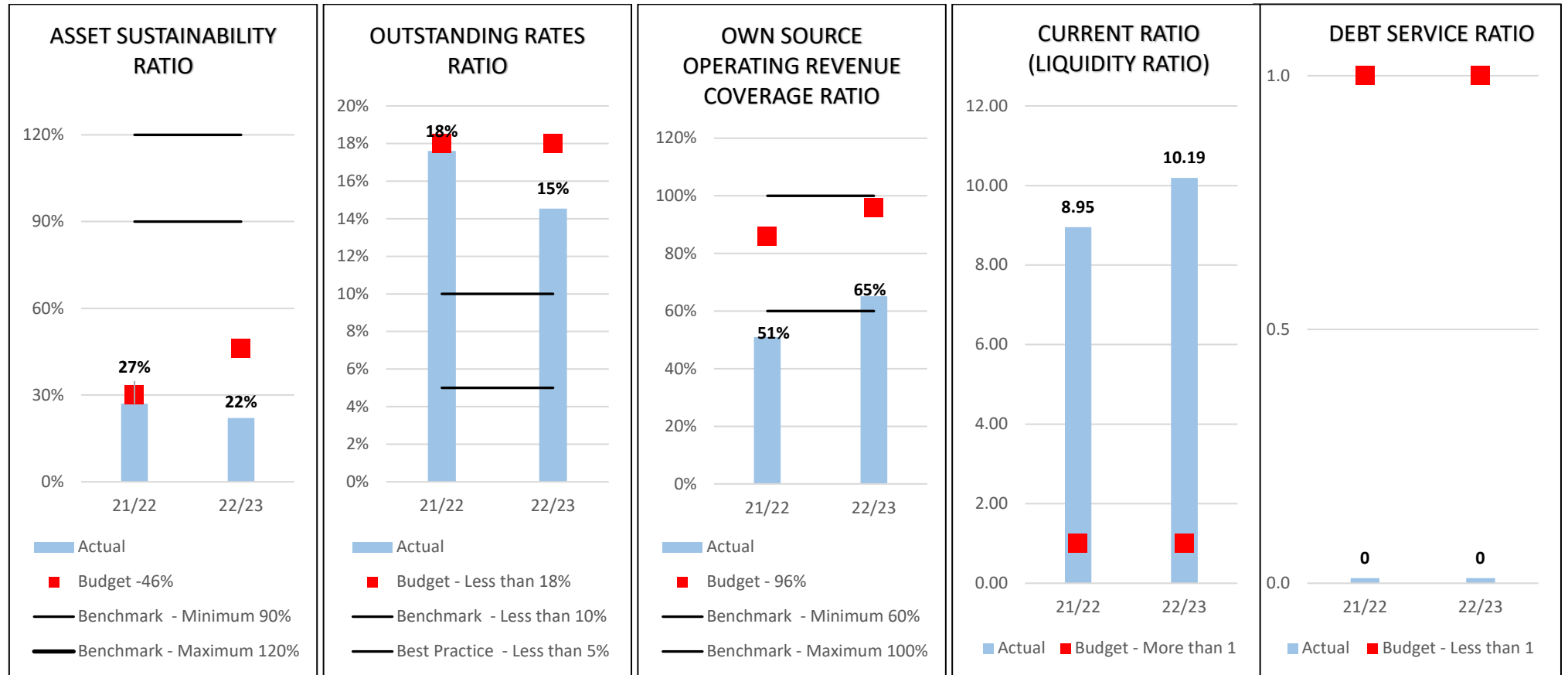
Transaction Date	Amount \$	Supplier's Name	Reason for the Transaction
14/11/2022	2.00	City of Darwin	Parking
17/11/2022	5.00	Darwin Convention Centre	Parking
21/11/2022	6.00	Westpac	Credit Card Fee
Total	13.00		

STATEMENT 5. ALLOWANCE AND EXPENSES FOR MEMBERS OF COUNCIL (as per Local Government Act 2019 Section 109 (3))

Transaction Date	Amount \$	Supplier's Name	Reason for the Transaction
N/A	N/A	N/A	N/A
Total			

FINANCE KEY PERFORMANCE INDICATORS (KPI)

Council's 2022/23 Municipal Plan includes the following financial KPIs.



Indicates if Council is replacing or renewing existing assets in a timely manner as the assets are used up.	Identifies if Council is collecting rates and charges in a timely manner and the effectiveness of debt recovery efforts.	This ratio measures the degree to which Council relies on external funding to cover its operational expenses.	Identifies Council's ability to meet its short-term financial commitments as and when they fall due.	Indicates Council's ability to repay loans.
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KPI	Explanation
Asset Sustainability Ratio	<p>A ratio of 90% indicates Council is replacing assets in a timely manner as assets reach their end of useful life. A ratio of less than 90% over the long-term indicates a build-up Infrastructure Backlog*.</p> <p>Council's Asset Sustainability ratio of 22% for the month of November as most capital projects are in 'planning' and 'project initiation' stages. While this % will increase as expenses are incurred, it is expected that Council will continue to fail to meet the local government benchmark of 90%. Council's asset base is currently valued at \$518 million. The current Long-term Financial Plan shows insufficient levels of revenue to fund long-term infrastructure renewal needs of the Council. The risk exists that Council's current levels of revenue will not be sustainable in the long-term to address a growing back-log of infrastructure replacement needs in future.</p>
Outstanding Rates Ratio	<p>In the absence of a local government industry standard benchmark, a benchmark of 5% for City Councils and 10% for Regional Councils is considered best practice and is used by many jurisdictions across Australia.</p> <p>Council's Outstanding Rates Ratio of 15% sits below the Municipal Plan target of 18%. However, council needs to continue work in this area as a growing outstanding rates ratio increases liquidity risk and places a burden on Council's existing resources.</p>
Own Source Revenue Ratio	<p>This ratio indicates Council's ability to pay for its operational expenditure through its own revenue sources**. The higher the ratio the more self-reliant a Council. In other words, the higher the ratio the less Council must rely on external grants to provide services to the community. A ratio of 40% to 60% is considered as a basic level, between 60% to 90% is considered intermediate level and more than 90% is considered advanced level.</p> <p>Council's budgeted Own Source Operating Revenue Coverage ratio of 96% is above the Municipal Plan target of greater than 60%.</p>
Current Ratio (Liquidity Ratio)	<p>A ratio of greater than 1 is required to provide assurance that Council has enough funds to pay its short-term financial commitments.</p> <p>Council's Current Ratio of 10.19 sits favourably against the Municipal Plan target and benchmark of 1. This ratio indicates Council is well placed to fulfill its short-term liabilities as and when they fall due.</p>
Debt Service Ratio	<p>Council has no debt and therefore fully meets the Municipal Plan Target of less than 1.</p>

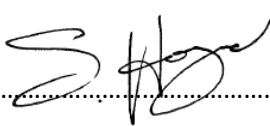
*Infrastructure back-log refers to capital replacement (renewal) cost not spent to bring assets to a satisfactory condition.

** Own Source Revenue refers to revenue raising capacity excluding all external grants, that is, through rates, charges, user fees, interest income, profit on disposal of assets etc.

CERTIFICATION BY THE CEO TO THE COUNCIL

That, to the best of the CEO's knowledge, information, and belief:

- (1) The internal controls implemented by the council are appropriate; and
- (2) The council's financial report best reflects the financial affairs of the council.

CEO Signed 

Date Signed: 7 December 2022



COUNCIL REPORT

Agenda Item Number:	14.01.02
Report Title:	People, Performance and Governance Report – November 2022
Author:	Lisa Hancocks, Manager People and Performance
Recommending Officer:	Maxie Smith, General Manager Business Excellence
Meeting Date:	13/12/2022
Attachments:	A: People, Performance and Governance Report – November 2022

Executive Summary

This report provides Council with key staffing information, workplace health and safety information and proposed major policy updates and reviews.

This report provides a monthly update to ensure that both staffing and budget measures are in accordance with the Council approved staffing plan and budget. The metrics provided in this report track activity and report full time equivalent (FTE) numbers, retention and Work Health and Safety performance.

Recommendation

THAT Council note the People, Performance and Governance Report for November 2022.

Background

The Litchfield Council strongly values our people, and good governance. This report being presented monthly will ensure that important information is presented to understand any trends occurring and for the organisation to understand the factors influencing staff, their safety and policy initiatives.

The commencement of the *Local Government Act 2019* has brought about many changes to Council policies.

Links with Strategic Plan

Performance - An Effective and Efficient Organisation

Legislative and Policy Implications

Nil.

Risks

Health & Safety

Public liability issues as a result of safety breaches by residents at Council's Waste Transfer Stations. Risk registers, standard operating procedures, and implementation of safety measures (e.g., education, signage etc) are used to reduce hazards during tasks and operations.

Service Delivery

Due to our location and market position, ongoing risks exist around the attraction of qualified staff into critical roles and retention of critical staff needed to deliver Council's business plans. Risks are being managed through the implementation of innovative HR practices to attract and retain talent.

Community Engagement

Not Applicable.

ATTACHMENT A

The staffing plan for 2022-2023 allows for 66.22 full-time equivalent staff across four departments. Council's Enterprise Agreement 2020 provides employees with benefits and conditions including an annual pay increase of 1% or CPI capped at 2% whichever is greater. For 2023 a 2% increase applied from July 2022.

PEOPLE AND PERFORMANCE MONTHLY REPORT

November 2022

Internal Appointments

Position	Department	Commenced	Permanent/Temporary
NA	NA	NA	NA

External Appointments

Position	Department	Commenced	Permanent/Temporary
Manager Corporate Services	Business Excellence	23 November 2022	Fixed Term Contract
MWF Plant Operator	Infrastructure & Operations	21 November 2022	Casual
MWF Plant Operator	Infrastructure & Operations	21 November 2022	Casual
MWF Plant Operator	Infrastructure & Operations	21 November 2022	Casual

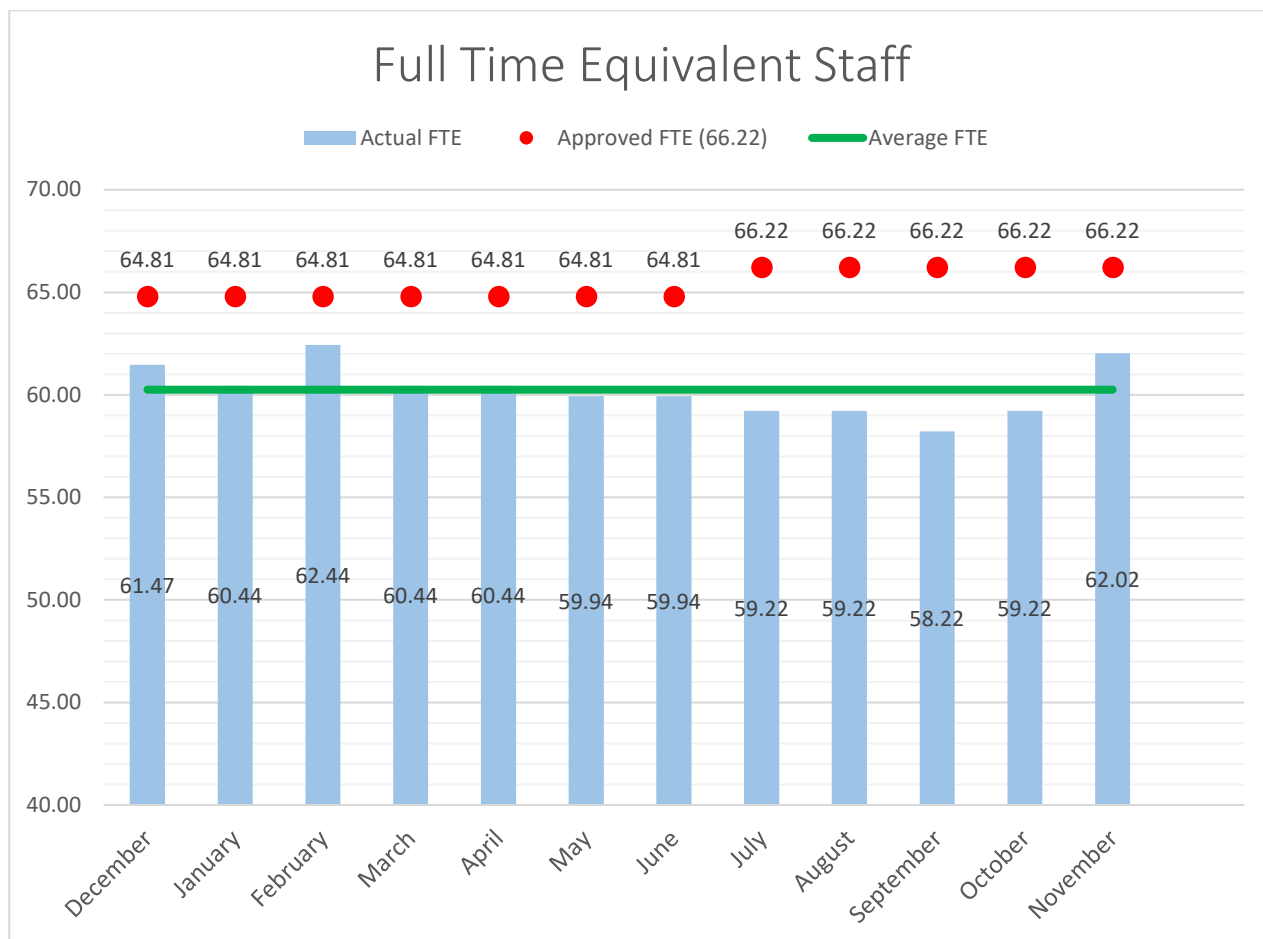
Employment Separation

Position	Department	End date	Permanent/Temporary
NA	NA	NA	NA

	Approved	Actual	Difference
Full Time Equivalent	46.75	42.75	-4
Part-time	7.47	7.47	0
Contract	12	10	-2
Casual		1.8	+2
Total	66.22	62.02	-4

Recruitment Overview:

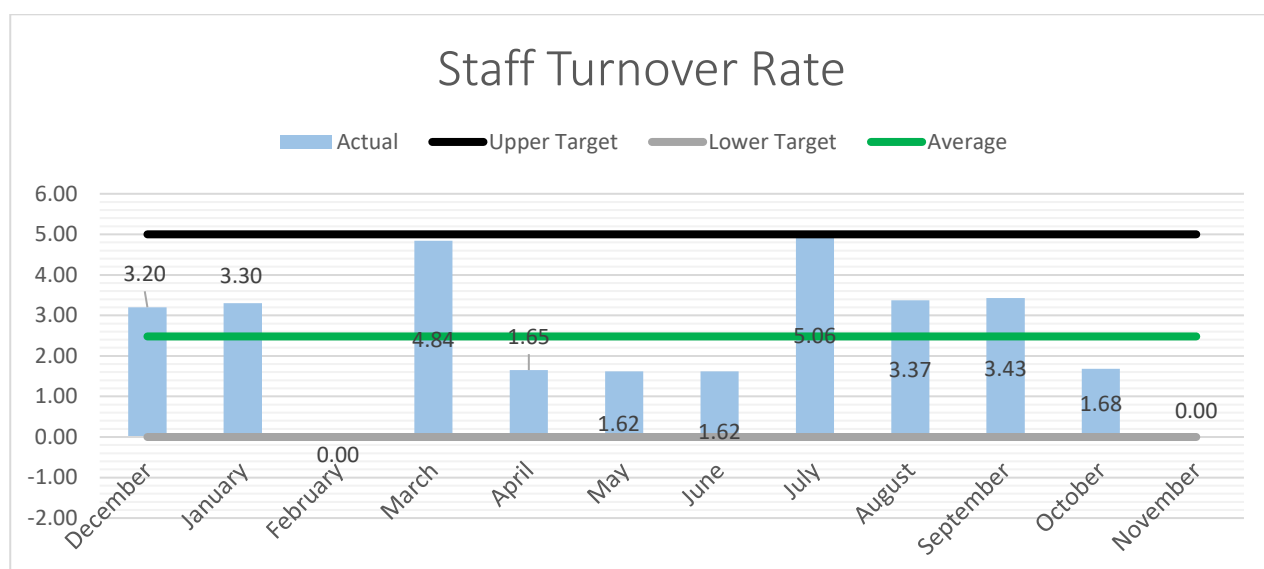
Role	In Progress	Completed
Development Engineer	✓	
Asset Engineer	✓	
Manager Corporate Services		✓
Plant Operator - MWF		✓
Gatekeeper - WTS		✓
BSO – Finance and Customer Service	✓	



Turnover Rate:

The number of staff leaving council employment during the reporting period.

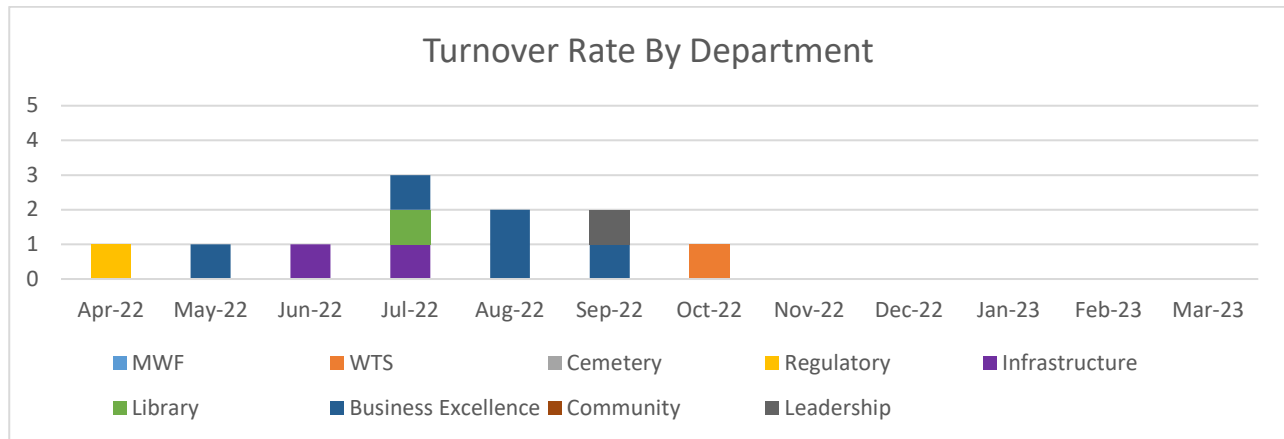
(# staff leaving divided by the total number of people employed (Actual FTE) multiplied by 100)



Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Average
3.20%	3.30%	0%	4.84%	1.65%	1.62%	1.62%	5.06%	3.37%	3.43%	1.68%	0%	2.48 %
2	2	0	4	1	1	1	3	2	2	1	0	1.58

Target Average: Between 0% - 5%

Turnover Rate by Department:

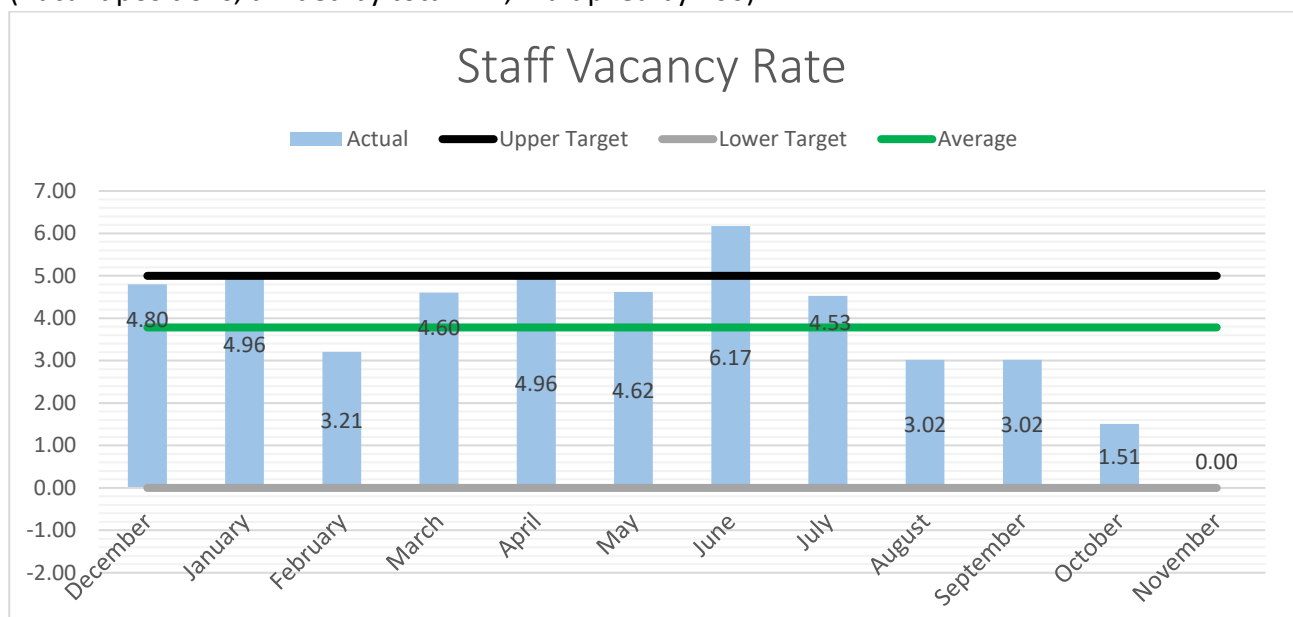


Department	Numbers	Percentage (%)
MWF	0	NA
WTS	0	NA
Cemetery	0	NA
Regulatory	0	NA
Infrastructure	0	NA
Library	0	NA
Business Excellence	0	NA
Community	0	NA
Leadership	0	NA
Total	0	0.00 %

Staff Vacancy Rate:

The number of vacant positions during the reporting period.

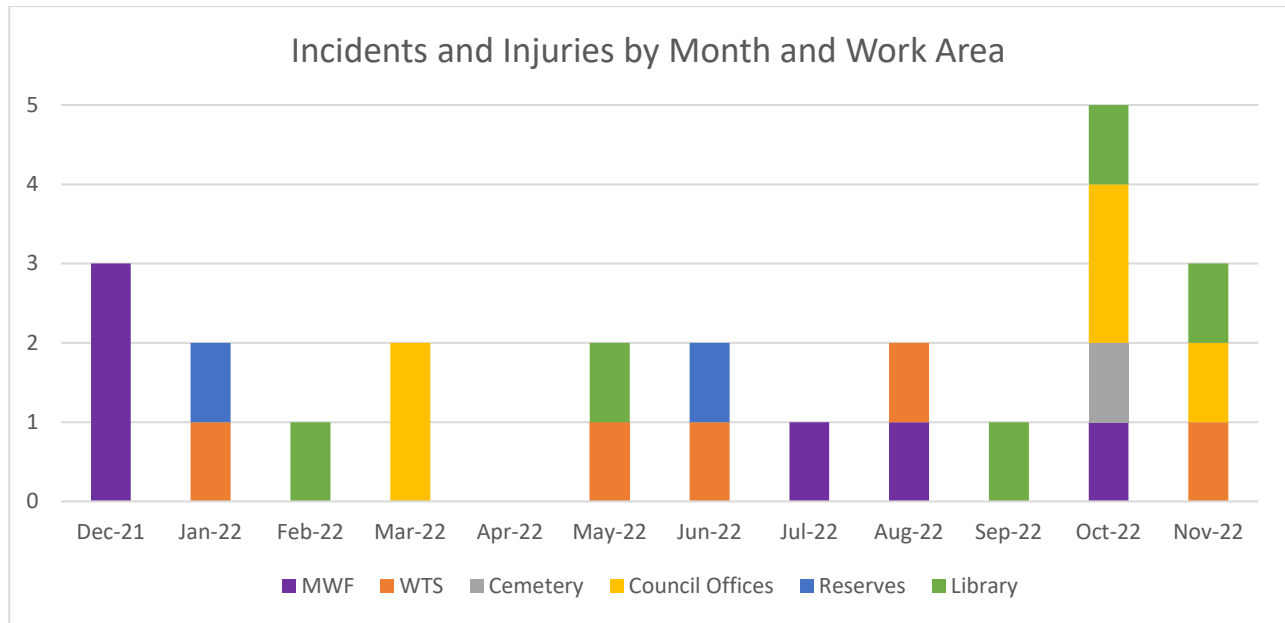
(Vacant positions, divided by total FTE, multiplied by 100)



Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Average
4.80%	4.96%	3.21%	4.60%	4.96%	4.62%	6.17%	4.53%	3.02%	3.02%	1.51%	0.00%	3.78%

Target: 0% - 5

Workplace Health and Safety:



Three workplace health and safety incidents were recorded in November 2022.

Incident 1: Customer sustained a minor injury whilst disposing of rubbish into pit area at Waste Transfer Station. Customer declined the offer for first aid.

Incident 2: An employee was verbally abused and threatened by a resident in the course of their duties.

Incident 3: An employee suffered a suspected mild reaction in the course of their duties. No medical treatment was required.

Governance

The *Local Government Act 2019* (Act) commenced on 1 July 2021. The following regulations, guidelines and general instructions have been made under the Act:

Regulations	Local Government (Electoral) Regulations 2021
	Local Government (General) Regulations 2021
Guidelines	Guideline 1: Local Authorities
	Guideline 2: Appointing a CEO
	Guideline 3: Borrowing
	Guideline 4: Assets
	Guideline 5: Budgets
	Guideline 6: Annual Report
	Guideline 2A: Council member allowances (Guideline was re-made under section 71(2) of <i>Local Government Act 2008</i> and is continued in force as a transitional arrangement in accordance with section 353 of the <i>Local Government Act 2019</i> .)
General Instructions	General Instruction 1: Procurement
	General Instruction 2: Annual Financial Statement
Approved Forms	Monthly financial report form

Below is a list of existing policies due for review during the 2022/2023 period. These policies will be presented to Council in due course.

Policies	
INF03 Roadside Memorials and Roadside Monuments	COM07 Youth
GOV03 Privacy	GOV04 Whistleblowing
INF05 Sealing of Roads	INF07 Street and Public Lighting
INF02 Driveway Crossovers	GOV12 Land Acquisition Policy



COUNCIL REPORT

Agenda Item Number:	14.01.03
Report Title:	Budget Review One – 2022/2023
Author:	Gayathri Sivaraj, Manager Corporate Services
Recommending Officer:	Maxie Smith, General Manager Business Excellence
Meeting Date:	13/12/2022
Attachments:	A: Departmental Operating Income Statement 2022/2023 B: Capital Budget 2022/2023 C: Long Term Financial Plan 2022/2023 to 2031/2032 D: Relevant Council Decisions

Executive Summary

This report presents to Council the draft Budget Review One for 2022/2023 based on end-of-month September 2022 actuals and the amended long-term financial plan for 2022/2023 to 2031/2032.

Recommendation

THAT Council:

1. receive and note the Budget Review 1 report for 2022/2023;
2. adopt Budget Review 1 – 2022/23, pursuant to Section 203 of the *Local government Act 2019*, amending total operating income to \$20,326,647, total operational expenditure to \$17,381,237 and total capital expenditure to \$12,805,877; and
3. adopt the Financial Reserve movement of \$483,969 for 2022/2023 consisting of:
 - a) Developer Contribution Reserve increase of \$575,588
 - b) Waste Management Reserve reduction of \$413,101
 - c) Asset Reserve reduction of \$1,580,468
 - d) Thorak Regional Cemetery Reserve increase of \$920,789
 - e) Cash for Cans Reserve increase of \$13,223
4. adopt the amended Long Term Financial Plan for 2022/2023 to 2031/32, pursuant to Division 4 (9) of the *Local Government (General) Regulations 2021*.

Background

This budget review generates a net operating expense of \$176,476, however, contains \$782,000 funded from financial reserves. \$750,000 of the reserves movements is to fund the asbestos remediation works at the Humpty Doo Waste Transfer Station due to contaminated waste disposal. The budget review identifies an overall increase in other operational expenditure excluding asbestos remediation of \$279,485.60 that was funded through operational savings and income of \$885,009.94 leaving a net surplus of \$605,524.34.

Operational items are predominantly made up of the below. Attachment A also provides a breakdown per department and Attachment D provides the relevant council decisions.

Total Income

Overall income has increased by \$361,671, mainly due to increases in income from investment income, user charges, and statutory charges. The increase includes a reduction of \$48,650 in other revenue for dog registration income originally budgeted too high in Budget 2023.

Operational Expenditure

Overall expenditure has increased by \$538,146. Several council decisions relating to reserve funding have been included in the budget.

Operational decisions total \$785,416.84. Operational expenditure decisions which relate to Thorak and Waste Transfer Station financial reserves make up \$782,000 and will be funded from Financial Reserves for Thorak and Waste Transfer respectively and are reflected in the 53% increase in Professional Fees.

The other remaining operation item is the May 2022 decision ORD2022 11-110 of \$3,416.84 which is funded from operational savings.

Sundry Expense:

Increase of \$16,989 or 3%, including an additional \$5,000 in Library offset by grant funding, Telephone budget increase of \$3,497 in Waste due to the original budget being too low.

Computer / IT Costs:

Increase of \$35,150 due to additional off-site backup services and booking system software.

Employee Costs:

Savings of \$474,527 due to staff vacancies, including additional payments of \$6,167 for increases in insurance costs in Finance and a \$13,048 increase in vehicle lease expenses in Regulatory Services.

Professional Fees:

Expenditure of \$3,600 after the additional increase for Asbestos Remediation of \$750,000. New initiatives reduced in Council Leadership by \$150,000 moved to Community \$80,000 and Infrastructure and Assets \$30,000 for New Initiative – Pilot study owned roads and NTG land and Infrastructure. Increase of \$20,000 in Corporate Services for WHS audit work, Finance \$15,000 additional Civica Authority 7.1 upgrade costs due to staff absences, reduce MWF budget by \$12,000 moved to capital works for trailer purchase.

Parts, Accessories and Consumables:

Expenditure increase of \$14,580. \$10,000 of extra chemicals purchased. Balance predominantly for Regulatory vet services increase.

Cemetery Operations:

An increase of \$42,179 with the largest element being \$32,000 council resolution with \$9,409 for increased insurance.

Auditors Fees:

\$3,000 increase due to additional audits required for R2R, LRCI and Blackspot acquittals.

Contractors:

Expenditure increase of \$124,000, includes Infrastructure and Assets \$40,000 for New Initiative – Feasibility study recreational fishing and movements from other areas.

Legal Expenses:

Increase expenses by \$10,000 due to more activity in this area.

Elected Member:

Increase in the expenditure of \$5,968 due to Elected member's food expenditure of \$3,110 and subscription for LGANT.

Insurance:

Increase in insurance of \$7,370 due to actual increase.

Operational

Litchfield Council
Operating Income Statement 2022/23

	2021/2022- Actual (\$)	2022/23 Actual (P3) (\$)	2022/23 - Adopted Budget (\$)	2022-23 Budget Review 1 (\$)	Variance	
Grants	4,719,206	269,760	3,776,394	4,035,663	259,269	7%
Inv Income	351,255	126,393	323,000	423,000	100,000	31%
User Charges	2,087,796	494,783	1,814,288	1,865,332	51,044	3%
Rates	11,619,302	13,713,862	13,740,744	13,740,752	8	0%
Stat Charges	208,537	100,015	219,250	170,600	(48,650)	-22%
Other Revenue	200,520	(4,539)	91,300	91,300	0	0%
Total Income	19,186,615	14,700,273	19,964,976	20,326,647	361,671	2%
Operational Expenditure						
Sundry	590,649	169,111	554,477	571,466	16,989	3%
Computer / IT Costs	455,058	57,731	375,550	410,700	35,150	9%
Employee Costs	7,000,422	1,638,105	7,542,242	7,067,715	(474,527)	-6%
Professional Fees	865,516	392,266	1,416,500	2,170,100	753,600	53%
Parts, accessories & consumables	181,919	16,384	128,200	142,780	14,580	11%
Cemetery Operations	385,204	187,263	467,305	509,484	42,179	9%
Auditors Fees	55,603	(27,780)	50,000	53,000	3,000	6%
Contractors	3,862,256	835,094	4,481,498	4,605,498	124,000	3%
Legal Expenses	106,304	23,900	72,000	82,000	10,000	14%
Donations and Community Support	138,435	4,513	130,000	130,000	0	0%
Maintenance	528,922	126,276	697,499	697,337	(162)	0%
Elected Member	451,730	74,655	334,975	340,943	5,968	2%
Energy	230,004	21,401	220,800	220,800	0	0%
Insurance	360,874	379,415	372,045	379,415	7,370	2%
Bad Debts	6,294	-	-	-	0	
Total Expenses	15,219,189	3,898,335	16,843,091	17,381,237	538,146	3%
Net result (Excluding Depreciation)	3,967,426	10,801,938	3,121,885	2,945,409	(176,476)	-6%

Capital Expenditure

Total Capital expenditure for the year increases from \$6,417,429 to \$12,805,876.86, a value of \$6,417,429.00, with \$3,871,125.76 of this amount relating to capital projects carried over from 2021/22 for completion in 2022/23. The remaining increase is made up of LRCI Phase 3 grant-funded projects and projects previously approved by Council.

Reserves

Summary Financial Reserve Movements 2022/23 - Budget Review One							
RESERVES	2021/22 Actual (\$)	2022-23 Adopted Budget (\$)	Transfers from (\$)	Transfers to (\$)	Net Movement (\$)	Budget Review -1 Balance (\$)	Variance (\$)
Developer Contributions Reserve	280,725	-	(5,137)	300,000	294,863	575,588	575,588
Waste Management Reserve	5,124,100	4,360,000	(1,274,416)	97,215	(1,177,201)	3,946,899	(413,101)
Unexpended Grants Reserve	2,573,927	-	(2,573,927)		(2,573,927)	-	-
Total Restricted	7,978,752	4,360,000	(3,853,480)	397,215	(3,456,265)	4,522,487	162,487
Unexpended Capital Works	631,334	-	(2,126,328)	1,494,994	(631,334)	-	-
Asset Reserve	8,941,078	5,546,000	(5,974,808)	999,261	(4,975,546)	3,965,532	(1,580,468)
Thorak Regional Cemetery	1,719,798	658,000	(155,751)	14,742	(141,009)	1,578,789	920,789
Election Reserve	100,000	200,000	-	100,000	100,000	200,000	-
Disaster Recovery Reserve	500,000	400,000	(100,000)	-	(100,000)	400,000	-
Strategic Initiatives Reserve	500,000	400,000	(100,000)	-	(100,000)	400,000	-
Cash for Cans Reserve	113,223	100,000			-	113,223	13,223
Total Unrestricted	12,505,433	7,304,000	(8,456,887)	2,608,998	(5,847,889)	6,657,544	(646,456)
TOTAL	20,484,185	11,664,000	(12,310,366)	3,006,213	(9,304,154)	11,180,031.14	(483,969)

Reserve balances have been updated with audited closing balances as at 30 June 2022 and are forecasted to have a balance of \$11,180,031.14 after the First Budget Review for 2022/23. The forecasted balance is in line with the anticipated 2022/23 Municipal Plan reserve balance as presented above and Council's FIN04 Financial Reserves Policy.

Council's Long-Term Financial Plan has been updated to reflect these changes and is presented in Attachment C.

Financial Reserves are low in some later years. Management is aware of this and will work toward a rationalised capital works program to reduce the negative impact on the financial reserves. Council's actual results are positive as not all budgeted capital works are being spent.

Links with Strategic Plan

Prosperity - Our Economy and Growth

Performance - An Effective and Efficient Organisation

Legislative and Policy Implications

Under the *Local Government Act 2019*, section 203, Council has undertaken a review of the 2022/23 Original Budget.

If the Council's amended budget has a material impact on its long-term financial plan, division 4 of the Local Government (General) Regulations 2021, requires the council to amend the long-term financial plan at the same time as adopting the amended budget.

Risks

Financial

Council is managing financial risk through the review of its annual budget. Council has a legislative requirement to review the annual budget twice per year. The budget review provides the opportunity to update the budget. Council's budget is compared to its actual annual results in the annual financial statements at year-end.

Governance

Council has a legislative requirement to review the annual budget twice per year. The budget review provides the opportunity to update the budget. Council's budget is compared to its actual annual results in the annual financial statements at year-end.

Community Engagement

Once adopted, the reviewed budget will be available for the public to view on Council's website, and a notice will be published in the NT News.

	Council Leadership				Corporate				Community			
	2021/2022- Actual (\$)	2022/23 Actual (P3) (\$)	2022/23 - Adopted Budget (\$)	2022-23 Budget Review 1 (\$)	2021/2022- Actual (\$)	2022/23 Actual (P3) (\$)	2022/23 - Adopted Budget (\$)	2022-23 Budget Review 1 (\$)	2021/2022- Actual (\$)	2022/23 Actual (P3) (\$)	2022/23 - Adopted Budget (\$)	2022-23 Budget Review 1 (\$)
Grants	14,120.00	-	-	-	-	-	-	-	-	-	-	-
Inv Income	-	-	-	-	-	-	-	-	-	-	-	-
User Charges	-	-	-	-	-	-	-	-	111,326.94	11,944.89	92,400.00	92,400.00
Rates	-	-	-	-	-	-	-	-	-	-	-	-
Stat Charges	-	-	-	-	-	-	-	-	-	-	-	-
Other Revenue	57.27	355.00	-	-	42,500.00	-	-	-	156.18	-	21,300.00	21,300.00
Total Income	14,177	355	-	-	42,500	-	-	-	111,483	11,945	113,700	113,700
Operational Expenditure												
Sundry	33,475.08	3,299.49	31,700.00	31,862.00	119,111.33	40,303.84	56,220.00	56,825.00	2,562.77	2,052.45	2,300.00	3,100.00
Computer / IT Costs	9,610.06	2,627.39	23,000.00	25,200.00	4,005.38	-	10,800.00	5,000.00	-	-	-	-
Employee Costs	711,583.40	128,828.42	510,465.00	600,217.06	509,719.24	117,237.07	581,758.00	590,280.55	277,279.99	86,250.69	448,076.00	181,369.70
Professional Fees	174,093.13	14,513.13	310,000.00	160,000.00	40,653.51	9,102.68	42,000.00	64,000.00	49,751.06	492.00	-	80,000.00
Parts, accessories & consumables	289.37	982.90	2,500.00	2,500.00	-	-	-	-	-	-	-	-
Cemetery Operations	-	-	-	-	-	-	-	-	-	-	-	-
Auditors Fees	-	-	-	-	1,918.00	959.00	5,000.00	4,000.00	-	-	-	-
Contractors	5,463.19	-	11,000.00	11,000.00	-	-	-	-	923,664.64	265,375.46	1,148,198.00	1,148,198.00
Legal Expenses	35,080.05	11,511.00	20,000.00	30,000.00	57,423.46	12,389.00	50,000.00	50,000.00	4,390.00	-	2,000.00	2,000.00
Donations and Community Support	12,342.93	-	5,000.00	5,000.00	-	-	-	-	126,092.29	4,512.62	125,000.00	125,000.00
Maintenance	3,040.78	1,838.41	3,200.00	3,038.00	-	-	-	-	203,485.09	84,808.83	402,599.00	402,599.00
Elected Member	451,729.82	74,654.90	334,975.00	340,942.60	-	-	-	-	-	-	-	-
Energy	9,707.95	1,511.00	5,100.00	5,100.00	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-	-	-	-
Bad Debts	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	1,446,416	239,767	1,256,940	1,214,860	732,831	179,992	745,778	770,106	1,587,226	443,492	2,128,173	1,942,267
Net result (Excluding Depreciation)	(1,432,238)	(239,412)	(1,256,940)	(1,214,860)	(690,331)	(179,992)	(745,778)	(770,106)	(1,475,743)	(431,547)	(2,014,473)	(1,828,567)
	\$200k-New Initiatives budget allocated into respective departments				Additional funds requested for WHS work and position vacancy advertising cost with relating to staff turnover rate				Movement in staff costs between departments.			

	Community - Library				Finance & Customer Service				Information Services			
	2021/2022- Actual (\$)	2022/23 Actual (P3) (\$)	2022/23 - Adopted Budget (\$)	2022-23 Budget Review 1 (\$)	2021/2022- Actual (\$)	2022/23 Actual (P3) (\$)	2022/23 - Adopted Budget (\$)	2022-23 Budget Review 1 (\$)	2021/2022- Actual (\$)	2022/23 Actual (P3) (\$)	2022/23 - Adopted Budget (\$)	2022-23 Budget Review 1 (\$)
Grants	456,088.00	8,000.00	401,692.00	414,692.00	355,558.00	52,417.00	575,931.00	635,350.00	-	-	-	-
Inv Income	-	-	3,000.00	3,000.00	278,656.84	113,061.53	250,000.00	350,000.00	-	-	-	-
User Charges	2,642.21	875.23	2,700.00	2,700.00	49,385.23	9,796.00	46,000.00	46,000.00	-	-	-	-
Rates	-	-	-	-	8,616,831.64	10,571,718.88	10,590,757.00	10,590,757.00	-	-	-	-
Stat Charges	-	-	-	-	-	-	-	-	-	-	-	-
Other Revenue	4,545.45	-	-	-	150,614.42	-	70,000.00	70,000.00	-	-	-	-
Total Income	463,276	8,875	407,392	420,392	9,451,046	10,746,993	11,532,688	11,692,107	-	-	-	-
Operational Expenditure												
Sundry	66,714.31	11,396.81	88,800.00	97,550.00	120,287.03	14,949.70	111,500.00	111,500.00	481.03	48.90	1,500.00	1,500.00
Computer / IT Costs	2,824.46	475.50	3,250.00	9,000.00	352.82	-	3,000.00	3,000.00	402,894.26	54,628.54	315,000.00	348,000.00
Employee Costs	377,438.89	77,865.29	345,972.00	342,488.89	793,979.78	274,701.83	789,605.00	848,044.98	79,669.85	11,365.34	92,289.00	81,272.42
Professional Fees	2,075.45	-	244,000.00	244,000.00	236,888.07	4,925.00	260,000.00	275,000.00	24,952.83	2,511.42	25,000.00	25,000.00
Parts, accessories & consumables	1,647.00	221.17	1,500.00	1,500.00	2,357.36	-	2,000.00	2,000.00	-	-	-	-
Cemetery Operations	-	-	-	-	-	-	-	-	-	-	-	-
Auditors Fees	-	-	-	-	46,707.85	(21,989.19)	40,000.00	44,000.00	-	-	-	-
Contractors	-	-	-	-	-	-	-	-	89,444.02	30,480.20	267,000.00	267,000.00
Legal Expenses	-	-	-	-	7,291.50	-	-	-	-	-	-	-
Donations and Community Support	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-	1,500.00	1,500.00	-	-	-	-
Elected Member	-	-	-	-	-	-	-	-	-	-	-	-
Energy	-	-	-	-	-	-	2,000.00	2,000.00	-	-	-	-
Insurance	-	-	-	-	354,701.73	379,415.27	372,045.00	379,415.00	-	-	-	-
Bad Debts	-	-	-	-	6,293.92	-	-	-	-	-	-	-
Total Expenses	450,700	89,959	683,522	694,539	1,568,860	652,003	1,581,650	1,666,460	597,442	99,034	700,789	722,772
Net result (Excluding Depreciation)	12,576	(81,084)	(276,130)	(274,147)	7,882,186	10,094,991	9,951,038	10,025,647	(597,442)	(99,034)	(700,789)	(722,772)
					Interest rate earned/ FAAGS Grant fund. Movement in staff costs between d				Includes disaster recovery additional costs-\$23k & \$10k Optimo Booking system			

	Infrastructure & Assets				Thorak Cemetery				Mobile Workforce			
	2021/2022- Actual (\$)	2022/23 Actual (P3) (\$)	2022/23 - Adopted Budget (\$)	2022-23 Budget Review 1 (\$)	2021/2022- Actual (\$)	2022/23 Actual (P3) (\$)	2022/23 - Adopted Budget (\$)	2022-23 Budget Review 1 (\$)	2021/2022- Actual (\$)	2022/23 Actual (P3) (\$)	2022/23 - Adopted Budget (\$)	2022-23 Budget Review 1 (\$)
Grants	3,889,040.00	209,343.00	2,798,771.00	2,985,621.00	-	-	-	-	-	-	-	-
Inv Income	-	-	-	-	1,787.51	1,015.79	10,000.00	10,000.00	-	-	-	-
User Charges	62,734.84	98,000.61	138,241.00	138,241.00	1,704,693.31	324,904.46	1,436,400.00	1,440,400.00	-	-	-	-
Rates	-	-	-	-	-	-	-	-	-	-	-	-
Stat Charges	-	-	-	-	-	-	-	-	-	-	-	-
Other Revenue	2,646.80	(4,894.00)	-	-	-	-	-	-	-	-	-	-
Total Income	3,954,422	302,450	2,937,012	3,123,862	1,706,481	325,920	1,446,400	1,450,400	-	-	-	-
Operational Expenditure												
Sundry	50,909.91	8,563.49	51,600.00	51,600.00	4,060.00	-	-	-	66,114.37	16,908.79	60,400.00	60,400.00
Computer / IT Costs	14,159.72	-	5,000.00	5,000.00	-	-	-	-	8,550.47	-	4,700.00	4,700.00
Employee Costs	856,293.43	188,962.67	992,367.00	851,291.96	534,583.17	135,599.82	597,542.00	576,620.56	872,796.37	168,061.13	1,008,661.00	924,536.12
Professional Fees	210,877.16	16,912.50	320,000.00	350,000.00	-	-	-	-	-	4,343.42	40,000.00	28,000.00
Parts, accessories & consumables	104,759.15	7,624.67	51,000.00	51,000.00	-	-	-	-	51,548.43	3,887.94	54,000.00	64,000.00
Cemetery Operations	-	-	-	-	385,203.72	187,263.42	467,305.00	509,484.00	-	-	-	-
Auditors Fees	-	-	-	-	6,977.50	(6,750.00)	5,000.00	5,000.00	-	-	-	-
Contractors	1,645,514.72	335,870.71	1,902,500.00	2,007,500.00	-	-	-	-	37,239.94	2,065.59	35,000.00	35,000.00
Legal Expenses	-	-	-	-	-	-	-	-	-	-	-	-
Donations and Community Support	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance	11,072.02	1,500.39	6,000.00	6,000.00	-	-	-	-	87,320.46	5,324.15	80,000.00	80,000.00
Elected Member	-	-	-	-	-	-	-	-	-	-	-	-
Energy	75,287.65	4,006.76	89,000.00	89,000.00	-	-	-	-	76,729.07	3,977.40	52,500.00	52,500.00
Insurance	-	-	-	-	-	-	-	-	-	-	-	-
Bad Debts	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	2,968,874	563,441	3,417,467	3,411,392	930,824	316,113	1,069,847	1,091,105	1,200,299	204,568	1,335,261	1,249,136
Net result (Excluding Depreciation)	985,548	(260,992)	(480,455)	(287,530)	775,656	9,807	376,553	359,295	(1,200,299)	(204,568)	(1,335,261)	(1,249,136)
	Increase in FAAGS grant fund amount				Additional funds \$32 K -Council Resolution ORD2022 11-174 (for Cremator)				Savings in employee costs.			

	Waste Management				Regulatory Services				Total			
	2021/2022- Actual (\$)	2022/23 Actual (P3) (\$)	2022/23 - Adopted Budget (\$)	2022-23 Budget Review 1 (\$)	2021/2022- Actual (\$)	2022/23 Actual (P3) (\$)	2022/23 - Adopted Budget (\$)	2022-23 Budget Review 1 (\$)	2021/2022- Actual (\$)	2022/23 Actual (P3) (\$)	2022/23 - Adopted Budget (\$)	2022-23 Budget Review 1 (\$)
Grants	4,400.00	-	-	-	-	-	-	-	4,719,206.00	269,760.00	3,776,394.00	4,035,663.00
Inv Income	70,810.37	12,315.20	60,000.00	60,000.00	-	-	-	-	351,254.72	126,392.52	323,000.00	423,000.00
User Charges	156,163.23	47,718.48	98,047.00	144,041.27	850.02	1,542.86	500.00	1,550.00	2,087,795.78	494,782.53	1,814,288.00	1,865,332.27
Rates	3,002,470.07	3,142,143.10	3,149,987.00	3,149,994.50	-	-	-	-	11,619,301.71	13,713,861.98	13,740,744.00	13,740,751.50
Stat Charges	-	-	-	-	208,536.59	100,015.05	219,250.00	170,600.00	208,536.59	100,015.05	219,250.00	170,600.00
Other Revenue	-	-	-	-	-	-	-	-	200,520.12	(4,539.00)	91,300.00	91,300.00
Total Income	3,233,844	3,202,177	3,308,034	3,354,036	209,387	101,558	219,750	172,150	19,186,615	14,700,273	19,964,976	20,326,647
Operational Expenditure												
Sundry	102,523.74	64,036.58	125,907.00	129,624.00	24,409.12	7,551.44	24,550.00	27,505.00	590,648.69	169,111.49	554,477.00	571,466.00
Computer / IT Costs	634.50	-	3,400.00	3,400.00	12,026.44	-	7,400.00	7,400.00	455,058.11	57,731.43	375,550.00	410,700.00
Employee Costs	1,467,546.97	326,525.93	1,592,491.00	1,500,961.22	519,530.99	122,706.40	583,016.00	570,631.37	7,000,422.08	1,638,104.59	7,542,242.00	7,067,714.83
Professional Fees	124,078.25	338,405.92	175,000.00	941,600.00	2,146.32	1,060.00	500.00	2,500.00	865,515.78	392,266.07	1,416,500.00	2,170,100.00
Parts, accessories & consumables	-	-	-	-	21,317.75	3,667.21	17,200.00	21,780.00	181,919.06	16,383.89	128,200.00	142,780.00
Cemetery Operations	-	-	-	-	-	-	-	-	385,203.72	187,263.42	467,305.00	509,484.00
Auditors Fees	-	-	-	-	-	-	-	-	55,603.35	(27,780.19)	50,000.00	53,000.00
Contractors	1,135,975.35	199,892.51	1,097,800.00	1,117,800.00	24,954.49	1,410.00	20,000.00	19,000.00	3,862,256.35	835,094.47	4,481,498.00	4,605,498.00
Legal Expenses	2,118.56	-	-	-	-	-	-	-	106,303.57	23,900.00	72,000.00	82,000.00
Donations and Community Support	-	-	-	-	-	-	-	-	138,435.22	4,512.62	130,000.00	130,000.00
Maintenance	221,650.68	31,699.72	201,200.00	201,200.00	2,352.75	1,104.80	3,000.00	3,000.00	528,921.78	126,276.30	697,499.00	697,337.00
Elected Member	-	-	-	-	-	-	-	-	451,729.82	74,654.90	334,975.00	340,942.60
Energy	60,302.50	10,647.08	67,200.00	67,200.00	7,977.13	1,258.47	5,000.00	5,000.00	230,004.30	21,400.71	220,800.00	220,800.00
Insurance	6,171.82	-	-	-	-	-	-	-	360,873.55	379,415.27	372,045.00	379,415.00
Bad Debts	-	-	-	-	-	-	-	-	6,293.92	-	-	-
Total Expenses	3,121,002	971,208	3,262,998	3,961,785	614,715	138,758	660,666	656,816	15,219,189	3,898,335	16,843,091	17,381,237
Net result (Excluding Depreciation)	112,841	2,230,969	45,036	(607,749)	(405,328)	(37,200)	(440,916)	(484,666)	3,967,426	10,801,938	3,121,885	2,945,409
	\$750k from waste reserve. Council decision 20/09/2022 PO 24798 \$400k. Complete balance of \$350,000 for asbestos remediation project from Council resolution at the Feb 2022 meeting.				\$50k reduction from budgeted Dog registration fee							

	A	B	C	D
1	Department	Program	2022/23 Budget	BR1 Final
2	Infrastructure and Assets	Road Seal Renewal	1,000,000.00	1,000,000.00
3	Infrastructure and Assets	Pavement Renewal	533,429.00	533,429.00
4	Infrastructure and Assets	Forward Design of Road Projects	23,608.80	23,608.80
5			70,826.40	70,826.40
6			70,826.40	70,826.40
7			23,608.80	23,608.80
8			61,129.60	61,129.60
9	Infrastructure and Assets	Gravel Surface Renewal	300,000.00	300,000.00
10	Infrastructure and Assets	Gravel Road Sealing	1,250,000.00	1,250,000.00
11	Infrastructure and Assets	Road Safety Upgrades	500,000.00	500,000.00
12	Infrastructure and Assets	Road Safety Upgrades - (other)	100,000.00	100,000.00
13	Infrastructure and Assets	Road Safety - Intersection Upgrades	250,000.00	250,000.00
14	Infrastructure and Assets	Road Safety Upgrades - Shoulder Widening	100,000.00	100,000.00
18	Infrastructure and Assets	Drainage Renewal	100,000.00	100,000.00
19			100,000.00	100,000.00
20	Infrastructure and Assets	Drainage Upgrade - Floodways	350,000.00	350,000.00
21	Infrastructure and Assets	Drainage Upgrade - Flood Mitigation	350,000.00	350,000.00
22	Infrastructure and Assets	Council Administration Building Renewal	80,000.00	80,000.00
23	Operations and Environment	Thorak Cemetery Asset Renewal	83,000.00	83,000.00
24	Operations and Environment	Waste Transfer Station Renewal	35,000.00	35,000.00
25	Community	Freds Pass Reserve Asset Renewal	40,000.00	40,000.00
26	Community	Reserves Asset Renewal	40,000.00	40,000.00
27	Community	Reserve Building Renewal & Compliance	40,000.00	40,000.00
28	Infrastructure and Assets	Council Vehicle Replacement	355,000.00	355,000.00
29		Cemetry Vehicle Replacement	25,000.00	25,000.00
30		Waste Vehicle Replacement	230,000.00	230,000.00
31	Admin	Capitalised salaries across projects	306,000.00	306,000.00
32	Infrastructure and Assets	Gravel Road Sealing		2,071,858.00
33				
34				
35	Community	Mira Square Development		70,000.00
36				35,000.00
37				30,000.00
38				20,000.00
39				30,000.00
40				10,000.00
42	Infrastructure and Assets	Council Administration Building Renewal		79,257.73
43				
44				
45	Infrastructure and Assets	Pathway Renewal		86,238.16
46	Infrastructure and Assets	Forward Planning & Design		269,618.15
47	Infrastructure and Assets	Road Seal Renewal		1,570,056.04
48	Infrastructure and Assets	Gravel Road Sealing		435,911.84
49	Infrastructure and Assets	Productive Roads - Mango Roads		-
50	Infrastructure and Assets	Road Safety Upgrades		376,645.38
51		Road Safety Upgrades - Schools Safety Audits		8,916.50
52		Girraween Primary School		
53		Howard Springs Primary School		
54		Good Shepherd		
55		Middle Point School		
56		Road Safety Upgrades - Street Lighting		36,635.00
57		Road Safety Upgrades - Shoulder Widening	-	6,452.85
58	Infrastructure and Assets	Mira Square Development		299,246.81
59	Community Services	Reserve Building Renewal and compliance		20,000.00
60	Waste Vehicle Replacement	Waste Vehicle Replacement		250,290.00
61	Cemetry Vehicle Replacement	Cemetry Vehicle Replacement		25,340.74
62	Infrastructure and Assets	Community Hall		36,562.10
63	Operations and Environment	Thorak Cemetery - Irrigation Grant		66,930.00
64	Mobile Workforce	Two spray Tank units (replacement)		25,000.00
65	Community Services	Humpty Doo Village Green irrigation		20,000.00
66	Infrastructure and Assets	Road Safety Upgrades		298,019.26
67	Infrastructure and Assets	Street Lighting Replacement		18,375.00
72	Community Services	Knuckey Lagoon Recreation Reserve Electrical Repairs		60,000.00
73	Community Services	Public Access to a Portion of Humpty Doo Waste Transfer Station		45,000.00
74	Total		6,417,429.00	12,805,876.86

LONG TERM FINANCIAL PLAN - Extract

ATTACHMENT C

Period start	1 Jul 19	1 Jul 20	1 Jul 21	1 Jul 22	1 Jul 23	1 Jul 24	1 Jul 25	1 Jul 26	1 Jul 27	1 Jul 28	1 Jul 29	1 Jul 30	1 Jul 31
Period end	30 Jun 20	30 Jun 21	30 Jun 22	30 Jun 23	30 Jun 24	30 Jun 25	30 Jun 26	30 Jun 27	30 Jun 28	30 Jun 29	30 Jun 30	30 Jun 31	30 Jun 32

Comprehensive Income Statement

Rates and Charges	\$'000	10,685	10,939	11,677	13,741	14,359	15,007	15,685	16,394	17,138	17,916	18,732	19,584	20,479
Grants - Operating (Recurrent)	\$'000	3,558	4,218	5,911	4,036	3,776	3,776	3,776	3,776	3,776	3,776	3,776	3,776	3,776
Grants - Operating (Non-recurrent)	\$'000	-	-	-	-	-	-	-	-	-	-	-	-	-
Grants - Capital (Recurrent)	\$'000	297	2,062	-	-	2,071	1,528	1,528	1,528	1,528	1,528	1,528	1,528	1,528
Grants - Capital (Non-recurrent)	\$'000	408	1,720	60	5,546	-	205	205	205	205	205	205	205	205
Contributions (Non monetary)	\$'000	-	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursements and Subsidies	\$'000	1	2	-	-	-	-	-	-	-	-	-	-	-
User Charges	\$'000	1,757	1,897	2,014	1,865	1,958	2,056	2,159	2,267	2,380	2,499	2,624	2,755	2,893
Statutory Fees and Fines	\$'000	137	133	208	170	219	219	219	219	219	219	219	219	219
Total Revenue from Operating Activities	\$'000	16,843	20,971	19,870	25,358	22,383	22,791	23,572	24,389	25,246	26,144	27,084	28,068	29,100
Interest Revenue	\$'000	690	428	348	423	288	277	384	439	496	542	597	677	775
Other Revenue Outside of Operating Activities	\$'000	154	314	161	91	92	92	92	92	92	92	92	92	92
Total Revenue from Outside Operating Activities	\$'000	844	742	509	514	380	369	476	531	588	634	689	769	867
Total Revenue	\$'000	17,687	21,713	20,379	25,872	22,763	23,160	24,048	24,920	25,834	26,778	27,773	28,836	29,967
Employee Costs	\$'000	(6,644)	(6,553)	(6,865)	(7,067)	(7,279)	(7,497)	(7,722)	(7,954)	(8,193)	(8,438)	(8,692)	(8,952)	(9,221)
Materials & Consumables	\$'000	(7,219)	(7,596)	(8,209)	(10,314)	(10,623)	(10,942)	(11,270)	(11,608)	(11,957)	(12,315)	(12,685)	(13,065)	(13,457)
Depreciation	\$'000	(13,166)	(13,669)	(10,125)	(11,004)	(11,209)	(11,395)	(11,578)	(11,763)	(11,959)	(12,157)	(12,335)	(12,495)	(12,671)
Other Expenses	\$'000	-	-	-	(2)	-	(2)	-	(2)	-	(2)	-	(2)	-
Total Operating Expenses	\$'000	(27,029)	(27,818)	(25,199)	(28,387)	(29,111)	(29,836)	(30,571)	(31,328)	(32,108)	(32,913)	(33,712)	(34,514)	(35,349)
Net Surplus/(Deficit) from Operations	\$'000	(9,342)	(6,105)	(4,820)	(2,515)	(6,349)	(6,677)	(6,523)	(6,407)	(6,274)	(6,135)	(5,938)	(5,678)	(5,383)
Net Gain/(Loss) on Disposal of Property Plant & Equipment	\$'000	(31)	(1)	19	-	-	-	-	-	-	-	-	-	-
Total Adjustments	\$'000	(31)	(1)	19	-	-	-	-	-	-	-	-	-	-
Operating Surplus/(Deficit) after Adjustments	\$'000	(9,373)	(6,106)	(4,801)	(2,515)	(6,349)	(6,677)	(6,523)	(6,407)	(6,274)	(6,135)	(5,938)	(5,678)	(5,383)
Adjusted Underlying Surplus (Deficit)	\$'000	(9,781)	(7,826)	(4,861)	(8,061)	(6,349)	(6,882)	(6,728)	(6,612)	(6,479)	(6,340)	(6,143)	(5,883)	(5,588)

Period end		30 Jun 20	30 Jun 21	30 Jun 22	30 Jun 23	30 Jun 24	30 Jun 25	30 Jun 26	30 Jun 27	30 Jun 28	30 Jun 29	30 Jun 30	30 Jun 31	30 Jun 32
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Balance Sheet

Cash and Cash Equivalents	\$'000	23,903	23,823	22,484	17,260	15,500	14,366	13,388	12,010	10,915	10,794	11,336	12,476	13,906
Trade and Other Receivables	\$'000	2,926	2,953	2,639	5,480	5,373	5,581	5,813	6,055	6,291	6,574	6,853	7,144	7,429
Total Current Assets	\$'000	26,829	26,776	25,123	22,740	20,873	19,947	19,200	18,064	17,206	17,369	18,188	19,619	21,335
Property Plant and Equipment	\$'000	2,059	52,650	-	743	1,126	1,526	1,781	2,758	3,946	4,236	4,335	4,235	4,273
Infrastructure Assets	\$'000	299,311	242,837	401,189	402,247	397,544	391,596	385,754	379,703	373,282	366,921	360,277	353,489	346,558
Right-of-Use Assets	\$'000	-	12	-	-	-	-	-	-	-	-	-	-	-
Other Financial Assets	\$'000	4,365	5,457	4,407	4,407	4,407	4,407	4,407	4,407	4,407	4,407	4,407	4,407	4,407
Total Non Current Assets	\$'000	305,735	300,956	405,596	407,397	403,077	397,529	391,942	386,868	381,634	375,564	369,019	362,131	355,238
Total Assets	\$'000	332,564	327,732	430,719	430,137	423,950	417,476	411,142	404,932	398,840	392,932	387,207	381,751	376,573
Trade and Other Payables	\$'000	4,497	5,834	4,019	5,950	6,112	6,312	6,501	6,697	6,879	7,104	7,317	7,537	7,742
Current Provisions	\$'000	605	646	620	621	621	622	622	624	624	625	625	626	626
Current Interest Bearing Liabilities	\$'000	33	14	-	-	-	-	-	-	-	-	-	-	-
Total Current Liabilities	\$'000	5,135	6,494	4,639	6,571	6,733	6,935	7,124	7,320	7,502	7,729	7,942	8,163	8,368
Non Current Provisions	\$'000	432	348	381	382	382	383	383	383	383	384	384	385	385
Total Non Current Liabilities	\$'000	432	348	381	382	382	383	383	383	383	384	384	385	385
Total Liabilities	\$'000	5,567	6,842	5,020	6,953	7,115	7,317	7,506	7,704	7,886	8,113	8,327	8,548	8,753
Net Assets	\$'000	326,997	320,890	425,699	423,184	416,836	410,159	403,636	397,228	390,954	384,819	378,881	373,203	367,820
Accumulated Surplus	\$'000	11,433	6,586	1,303	8,092	3,271	(2,793)	(8,910)	(14,531)	(20,324)	(26,970)	(34,106)	(41,601)	(49,119)
Waste Management Reserve	\$'000	4,785	4,840	5,124	3,947	3,916	3,916	3,896	3,896	3,706	3,486	3,346	3,326	3,326
Asset Reserve	\$'000	11,560	12,154	8,941	3,965	2,491	1,878	1,492	749	483	1,271	2,649	4,486	6,621
Election Reserve	\$'000	100	100	100	200	200	200	200	200	200	200	200	200	200
Disaster Recovery Reserve	\$'000	500	500	500	400	400	400	400	400	400	400	400	400	400
Strategic Initiatives Reserves	\$'000	500	500	500	400	400	400	400	400	400	400	400	400	400
Unexpended Grants Reserve	\$'000	2,372	-	2,574	-	-	-	-	-	-	-	-	-	-
Thorak Regional Cemetery	\$'000	665	1,009	1,720	1,579	1,557	1,557	1,557	1,513	1,488	1,431	1,391	1,391	1,391
Unexpended Capital Works Reserve	\$'000	12	642	631	-	-	-	-	-	-	-	-	-	-
Cash for Cans Reserve	\$'000	-	-	113	113	113	113	113	113	113	113	113	113	113
Developer Contribution Reserve - DCP/ICP	\$'000	768	257	281	576	576	576	576	576	576	576	576	576	576
Asset Revaluation Reserve	\$'000	294,302	294,302	403,912	403,912	403,912	403,912	403,912	403,912	403,912	403,912	403,912	403,912	403,912
Total Equity	\$'000	326,997	320,890	425,699	423,184	416,836	410,159	403,636	397,228	390,954	384,819	378,881	373,203	367,820

Period end 30 Jun 20 30 Jun 21 30 Jun 22 30 Jun 23 30 Jun 24 30 Jun 25 30 Jun 26 30 Jun 27 30 Jun 28 30 Jun 29 30 Jun 30 30 Jun 31 30 Jun 32

Cash Flow Statement

Rates and Charges Received	\$'000	10,211	11,060	12,465	11,399	14,169	14,781	15,462	16,161	16,909	17,645	18,464	19,304	20,203
Grants - Operational Received	\$'000	3,919	6,217	5,878	3,864	3,798	3,775	3,776	3,776	3,777	3,775	3,776	3,776	3,777
Grants - Capital Received	\$'000	1,792	1,365	-	5,310	2,357	1,760	1,733	1,733	1,733	1,733	1,733	1,733	1,733
Interest Received	\$'000	690	428	98	423	288	277	384	439	496	542	597	677	775
User Fees Received	\$'000	1,941	2,041	2,215	1,786	1,951	2,048	2,151	2,258	2,371	2,489	2,614	2,745	2,883
Statutory Fees and Fines Received	\$'000	139	134	208	163	215	219	219	219	219	219	219	219	219
Other Revenue Received	\$'000	2,136	1,382	1,428	87	92	92	92	92	92	92	92	92	92
Employee Costs Paid	\$'000	(7,166)	(6,902)	(6,894)	(6,879)	(7,263)	(7,478)	(7,704)	(7,935)	(8,175)	(8,416)	(8,671)	(8,931)	(9,201)
Materials and Consumables Paid	\$'000	(8,299)	(7,210)	(11,653)	(8,572)	(10,477)	(10,761)	(11,100)	(11,432)	(11,792)	(12,112)	(12,493)	(12,867)	(13,273)
Net Cash flows from Operating Activities	\$'000	5,363	8,515	3,745	7,581	5,129	4,713	5,013	5,311	5,630	5,967	6,331	6,747	7,208
Payment for Property Plant and Equipment and Infrastructure	\$'000	(5,167)	(9,070)	(5,254)	(12,805)	(6,889)	(5,847)	(5,991)	(6,689)	(6,725)	(6,087)	(5,790)	(5,607)	(5,778)
Proceeds from Property Plant and Equipment and Infrastruct	\$'000	79	179	149	-	-	-	-	-	-	-	-	-	-
Net Cash flows from Investing Activities	\$'000	(5,088)	(8,891)	(5,105)	(12,805)	(6,889)	(5,847)	(5,991)	(6,689)	(6,725)	(6,087)	(5,790)	(5,607)	(5,778)
Repayments of Interest Bearing Loans and Borrowings	\$'000	(30)	316	-	-	-	-	-	-	-	-	-	-	-
Repayment of lease liabilities	\$'000	(18)	(20)	(16)	-	-	-	-	-	-	-	-	-	-
Net Cash flows from Financing Activities	\$'000	(48)	296	21	-	-	-	-	-	-	-	-	-	-
Net Change in Cash Held	\$'000	227	(80)	(1,339)	(5,224)	(1,760)	(1,134)	(978)	(1,378)	(1,095)	(120)	541	1,140	1,430
Cash at Beginning of the Financial Year	\$'000	23,676	23,903	23,823	22,484	17,260	15,500	14,366	13,388	12,010	10,915	10,794	11,336	12,476
Cash at End of the Financial Year	\$'000	23,903	23,823	22,484	17,260	15,500	14,366	13,388	12,010	10,915	10,794	11,336	12,476	13,906

2022/2023 Budget Review 1 – Council Decisions for Inclusion

15 February 2022 OCM

Asbestos Remediation at HDWTS – Budget Allocation (Operational Expenditure)

Moved: Cr Mackay
Seconded: Cr Harlan

THAT Council approve an amount of \$350,000 to be allocated from the Waste Reserve to cater for the separation and disposal of contaminated waste at Humpty Doo Waste Transfer Station.

CARRIED (4-3) ORD2022 11-045

10 May 2022 SCM

Power Road Safety Upgrade (Capital Expenditure)

Moved: Mayor Barden
Seconded: Cr Sidey

THAT Council:

1. approve the proposed budget increase of \$156,604.63 (excl GST) to enable the completion of the Power Road Safety Upgrade project.
2. reallocates \$156, 604.63 (excl GST) from Municipal Plan Program - Buildings to Power Road Safety Upgrade.
3. Council instruct the Chief Executive Officer to undertake a full investigation into the procurement and contract management process in relation to the awarding of the Power Road contract and subsequent management thereof with scope of the investigation to be agreed with the Mayor.

CARRIED (6-0) SCM2022 11-021

17 May 2022 OCM

Request for Grant Funding Knuckey Lagoon (Operational Expenditure)

Moved: Cr Mackay

Seconded: Cr Salter

THAT Council approve \$3,416.84 be allocated from the Climate Adaptation Strategy development budget towards installing solar panels at Knuckey Lagoon Recreation Reserve.

CARRIED (5-2) ORD2022 11-110

19 July 2022 OCM

Thorak Regional Cemetery – Cremator Remedial Repairs (Operational Expenditure)

Moved: Cr Mackay

Seconded: Cr Salter

THAT Council:

1. approve the allocation of funds \$32,000 from the Thorak Regional Cemetery Reserve for the purpose of undertaking required remedial repairs to the Thorak Regional Cemetery cremator; and;
2. note that during the remedial repairs period, Council may cease to offer cremation services and seek alternative options or refer patrons to alternative options.

CARRIED (7-0) ORD2022 11-174

15 August 2022 OCM

Tourism Town Asset Grant 2022/2023 – Signage (Capital Expenditure)

Moved: Mayor Barden

Seconded: Cr Mackay

THAT Council:

1. approve an application to be developed and submitted to the Tourism Town Asset Grant Program for a project up to \$100,000 for welcome signage, requiring a co-contribution from Litchfield Council of up to \$25,000; and
2. source quotes for the development of the signs and investigate opportunities to use in-kind support for the installation to reduce the cash component of the grant funding from Council.
3. approve funding of up to \$25,000 to be sourced from either Council's financial reserves or from savings found during Budget Review 1 if the Tourism Town Asset Grant application is successful.

CARRIED (7-0) ORD2022 11-185

Public Access to a Portion of Humpty Doo Waste Transfer Station (Capital Expenditure)

Moved: Mayor Barden
Seconded: Cr Sidey

THAT Council

1. approve a budget allocation of \$45,000 from the Waste Reserve for the fencing of the portion of land along Strangways Road, which forms part of the Humpty Doo Waste Transfer Station Environmental Protection License (EPL 279).
2. allow 30 days for the removal of any plant on the site.
3. explore further options to conform with the DCA & EPA requests such as a 4-strain wire fence similar to that around the Council building on Bees Creek Rd.

CARRIED (6-0) ORD2022 11-212

Humpty Doo Waste Transfer Station Asbestos Remediation Project (Operational Expenditure)

Moved: Deputy Mayor Sharp
Seconded: Cr Sidey

THAT Council approve a further final budget allocation of \$400,000 from the waste reserve to finalise the Humpty Doo Waste Transfer Station asbestos remediation project.

CARRIED (5-1) ORD2022 11-214

15 November 2022 OCM

Knuckey Lagoon Recreation Reserve Electrical Repairs (Capital Expenditure)

Moved: Cr Harlan
Seconded: Cr Wright

THAT Council approves the release of up to \$60,000 from financial reserves to cover replacement of the sub mains cable, meter panel and power box at Knuckey Lagoon Recreation Reserve to meet current Australian Standards.

CARRIED (7-0) ORD2022 11-258



COUNCIL REPORT

Agenda Item Number:	14.02.01
Report Title:	Appointment of Deputy Mayor
Author and Recommending Officer:	Stephen Hoyne, Chief Executive Officer
Meeting Date:	13/12/2022
Attachments:	Nil

Executive Summary

This report refers to policy EM01 Elected Members and the requirement for the Council to appoint a Deputy Mayor.

Recommendation

THAT Council appoint Councillor _____ as Deputy Mayor for an 8-month period ending at the first ordinary council meeting held in August 2023.

Background

In September 2021 Council amended EM01 Elected Member Policy so that the duration of the Deputy Mayor appointment period was reduced from twelve months to eight months to potentially allow for each elected member to be appointed equally, on a rotational basis.

At a Special Council Meeting held 15 September 2021, Council resolved the following:

THAT Council:

- adopt Council policy EM01 Elected Members, subject to any minor editorial adjustments replacing clause 4.2.3 as follows:
The Deputy Mayor shall be appointed for a period of eight (8) months, on a rotating basis, with the appointment being conducted at the first meeting of Council to be held after each general election and again at the conclusion of each eight-month period thereafter. The method of appointment is to be determined by Council, and voting is to be by a show of hands unless otherwise determined by Council.*
- appoint Councillor Cr Salter as Deputy Mayor for an 8-month period ending at the first ordinary council meeting held in April 2022.*

At an Ordinary Council Meeting held 19 April 2022, Council resolved the following:

THAT Council appoint Councillor Sharp as Deputy Mayor for an 8-month period ending at the first ordinary council meeting held in December 2022.

Updated EM01 Elected Member Policy – Clause 4.3 Role of the Mayor and Deputy Mayor

4.3 Role of the Mayor and Deputy Mayor

4.3.1 The role of the Mayor of the Litchfield Council shall not conflict with 4.2 above.

4.3.2 Pursuant to Section 59 of the Act, the role of the Mayor, or in their absence, the Deputy Mayor, is:

- To chair meetings of Council; and
- To speak on behalf of Council as Council's principal representative; and
- To liaise with the CEO about the performance of the Council's CEO's functions; and
- To promote behaviour among the members of the Council that meets the standards set out in the code of conduct; and
- To lead the Council to undertake regular review of the performance of the CEO.

4.3.3 The Mayor shall not commit material, resources, and finances or otherwise obligate Council to a course of action or policy decision outside of those powers provided for under legislation or Council policy.

4.3.4 The Deputy Mayor shall be appointed for a period of eight (8) months, with the appointment being conducted at the first meeting of Council to be held after each general election and again each eight month period thereafter. The method of appointment is to be determined by Council, and voting is to be by a show of hands unless otherwise determined by Council.

Links with Strategic Plan

A Well-Run Council - Good Governance

Legislative and Policy Implications

This decision is consistent with the Local Government Act – Section 59

Risks



Nil identified.

Community Engagement

Not applicable.



COUNCIL REPORT

Agenda Item Number:	14.02.02
Report Title:	Howard Park and Knuckey Lagoon Recreation Reserves Committee Minutes
Author	Kate Townsend, Sport and Recreation Officer
Recommending Officer:	Nicky McMaster, General Manager Community and Lifestyle
Meeting Date:	13/12/2022
Attachments:	A: Howard Park Committee Minutes 20221205 Unconfirmed B: Knuckey Lagoon Committee Minutes 20221201 Unconfirmed

Executive Summary

The purpose of this report is to provide the minutes of the Howard Park Recreation Reserve and Knuckey Lagoon Recreation Reserve Committee meetings.

Recommendation

THAT Council;

1. receive and note the unconfirmed Howard Park Committee Minutes of 5 December 2022, at Attachment A and the unconfirmed Knuckey Lagoon Committee Minutes of 1 December 2022, at Attachment B; and
2. endorse the nomination for the Howard Park Committee, Evan Johns.

Background

In accordance with Section 101(4) of the Local Government Act 2019, the minutes for meetings of Council committees are required to be tabled at the following Council meeting.

Council has recently advertised for community members who are interested in joining both the Howard Park Recreation Reserve Committee and Knuckey Lagoon Recreation Reserve Committee.

One nomination has been received for the Howard Park Committee from Evan Johns representing Howard Springs Scouts as a Group Leader. The Howard Park Committee supports Mr Johns nomination and looks forward to engaging Howard Springs Scouts in management and planning discussions.

Links with Strategic Plan

A Well-Run Council - Good Governance

Legislative and Policy Implications

Compliance with the Local Government Act 2019.

Risks

Service Delivery

Failure to comply with Council's regulatory obligations could negatively impact on the Council's reputation.

Governance

Failure to provide committee meeting minutes to Council and making them available to the public via Council's website, would place Council's commitment to regulatory compliance at risk.

Community Engagement

Reserve committees, such as Knuckey Lagoon and Howard Park Recreation Reserve committees, provide Council with regular opportunities to engage with the community for the betterment of Councils reserves.



Howard Park Recreation Reserve Management Committee Meeting

MINUTES **Monday 5/12/2022**

Meeting held commencing 5:15pm
at Howard Hall, Howard Park Recreation Reserve
325 Whitewood Road, Howard Springs

Kate Townsend, Sport and Recreation Officer



Howard Park Reserve Committee Meeting

Meeting at Howard Hall, Howard Park Reserve
on Monday, 05 December 2022 at 5:15pm

1 Opening of Meeting

5:15 pm

2 Attendees

Mathew Salter	Litchfield Council North Ward Councillor (Chair)
Maxine Way	Howard Springs Volunteer Fire Brigade
Gerard Maley	Resident / local MLA
Gerry Wood	Resident
Gerard Rosse	Resident
Fletcher Austin	Resident
Doug Barden	Mayor (Observer)

3 Apologies and Leave of Absence

None

4 Acknowledgement of traditional ownership

The Chair acknowledged the traditional custodians of this land on which we met. The Chair paid our respects to the Elders past, present and future for their continuing custodianship of the land and the children of this land across generations.

5 Disclosures of Interest

The Chair asked that any member of the Committee who may have a conflict of interest, or a possible conflict of interest regarding any item of business to be discussed at the Committee meeting should declare the conflict of interest to enable the Committee to manage the conflict in accordance with its obligations under the Local Government Act.

Nil

6 Confirmation of Minutes

That the Committee confirm the minutes of the meeting held on Monday 4/10/2022

Moved: Gerry Wood
Seconded: Maxine Way

7 Finance Report

The committee requested a comparison report of the below of charges to the previous financial year.

- Water
- Electricity
- Cleaning
- Mowing

Gerard Rosse suggested that Council investigate a Live water meter to allow Council to be notified if there are any unexpected spikes in water usage.

Moved: Councillor Salter
Seconded: Gerry Wood

8 Operations Report

User enquiries

Councillor Salter requested an update on the clinician that has been operating out of Whitewood Hall and if there had been any further activity.

SRO reported that Council was working collaboratively with all user groups to ensure work health and safety standards were maintained and billing remained manageable, Council cannot comment on any individual cases to the public as their business matters are commercial in confidence.

Container deposit scheme

Fletcher Austin enquired if Council would be looking to install bin frames for recycling or container deposit schemes.

SRO reported that is definitely the long-term intention, but at this stage it would present significant additional costs.

Gerard Rosse enquired if Council had considered using the HPA can collection service and asked if any of the committee knew if they did commercial collection.

SRO is familiar with the HPA can collection service and feels it is a valuable cause to support but eventually Council would like to collect the containers to fund the Community Grants.

Vandalism

Gerard Maley sort clarification on the total cost of vandalism to the reserve in the first quarter of the year.

The SRO reported that almost the entire repairs and maintenance charges for this financial year were a result of vandalism, as well as additional charges to the operating costs with extra cleaning charges for biohazard cleans.

Cricket net Pedestrian Gate

Gerry Wood enquired if Southern Districts had applied for the installation of a pedestrian gate at the Cricket Nets.

SRO reported no application had been received to date, but minor community benefit grants are available all year round.

Gerard Rosse is supportive of the gate although questioned the safety of having a pedestrian gate without a footpath, particularly as that area is hard coffee rock and would be frequently used by mums with prams. He asked if Council had plans to for a footpath on Hamilton Road to improve accessibility.

SRO referred to the Mayor and Councillor Salter for comment on Footpaths.

Mayor Barden referred the committee to [Council's Footpath Plan](#) and indicated there was no immediate plans for a footpath on Hamilton road.

Fletcher Austin indicated some concern for safety and the condition of the verge if Council was encouraging Reserve visitors to access via Hamilton Road.

The SRO reassured the committee that at which time an application to establish or alter an asset on council property was received, it would be brought to the committee for endorsement at which time the proposal can be vigorously discussed.

Footpath

Plans were circulated to the Committee via email prior to the infrastructure team awarding the contract. Only 1 comment was received from Gerard Rosse enquiring if detailed plans and drawing would be made available. Unfortunately, this would have increased the cost of the project significantly and were determined as being unnecessary as the project is relatively straight forward.

The project will go ahead in stages, with stage 1 to be at the corner of the playground/carpark and stage 2 completing the path to Howard Hall.



Gerard Maley exited the meeting at 5.45pm.

Gerard Rosse exited the meeting at 6.05 pm.

Moved: Councillor Salter
Seconded: Fletcher Austin

9 Business Arising from the Minutes

None

10 General Business

Councillor Salter thanked everyone involved with the Official Opening of the Howard Park Cricket Net, particularly the generous personal contributions from Gerry Wood. Councillor Salter also thanked each member of the Management Committee for their contributions over the previous 12 months and wished everyone a safe and happy Christmas.

Fletcher Austin thanked the Sport and Recreation Officer for the improvements to reporting and communication the committee had seen since the beginning of the year. Fletcher is pleased that the committee feels like it is now making progress on important matters.

11 Other Business

Boom Gate

Fletcher Austin enquired if the boom gate at the side of Howard Hall to the storage sheds could be opened to avoid disrupting.

SRO to investigate.

Humpty Doo Village Green

Gerry Wood enquired about the recently established arrangements at Humpty Doo Village Green with Freds Pass transitioning to managing the facility and the introduction of a reserve manager and if a similar arrangement may be applicable at Howard Park.

SRO explained that the Reserve Manager had been implemented in response to significant, serious property damage and violent crime which was vastly different from the circumstances at Howard Park. The arrangement with Freds Pass is a just a 12-month trial to determine viability and the full details will be communicated to the community in advance of the official transition date on 1 January 2023.

12 Next Meeting

Monday February 6, 2023, at 5:15pm Howard Hall, Howard Park Recreation Reserve.

13 Close of Meeting

6.12pm



Howard Park Recreation Reserve

Operating results as at 31.10.2022 are summarised below.

	Annual 2022/23 Budget	2022/23 YTD P4 Actuals	2022/23 YTD Commitments	Variance to Budget [Annual Budget –	% Spent (Actuals + Commitments /	2021/22-P4 YTD Actuals	2021/22 YTD Actuals
Revenue							
User Fees & Charges	\$33,600	\$9,133	-	\$24,467	27%	\$6,100	\$24,573
TOTAL REVENUE	\$33,600	\$9,133	-	\$24,467	27%	\$6,100	\$24,573
Expenditure							
Operational Expenses	\$106,080	\$25,779	1,809.75	\$78,492	26%	\$45,829	\$102,531
Repairs & Maintenance	\$20,400	\$11,920	690.00	\$7,790	62%	\$4,322	\$15,160
TOTAL EXPENDITURE	\$126,480	\$37,698	2,499.75	\$86,282	32%	\$50,151	\$117,691
Tree Maintenance – Council Land	\$10,000	\$300	-	\$9,700	3%	\$0	\$900
TOTAL EXPENDITURE	\$136,480	\$37,998	2,499.75	\$95,982	30%	\$50,151	\$118,591

HOWARD PARK OPERATION REPORT DECEMBER 2022

Recreation Reserves Management Committee
Meeting



Kate Townsend. Sport and Recreation Officer

UTILIZATION

	Howard Hall	Whitewood Hall	Howard Park Oval
Regular user groups	9	6	3
Casual Bookings	0	0	0

USER GROUPS

Howard Hall

- Sam's Dance Studio
- Core Body Fitness x 2
- Top End Mustangs
- Country Women's Association
- Vincent He – Health and Wellbeing Group
- Litchfield Orchid Club
- Mums and Bubs
- Palmerston Association for Dance
- Playgroup NT

Whitewood Hall

- Palmerston Yoga
- Karuna Yoga
- Vincent He – Health and Wellbeing Group
- Craft Group
- Lodge of Koolpinyah
- Acupuncture
- Linda Patterson, Psychology

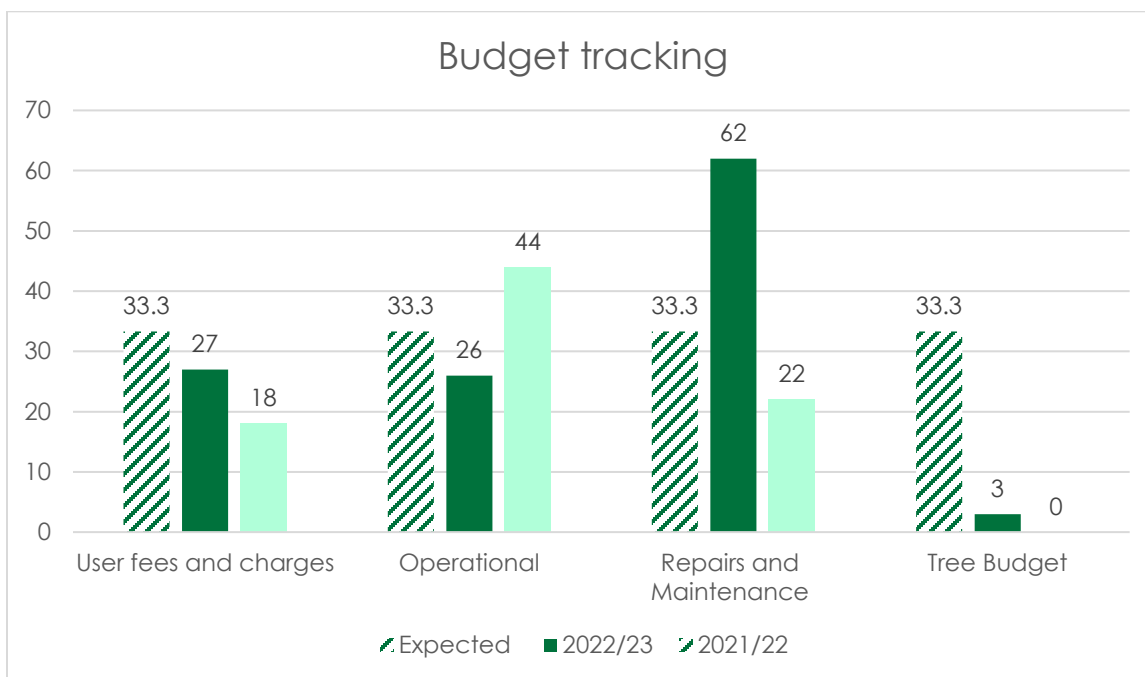
Howard Park Oval

- Darwin Cricket Competition
- Red's Baseball Club
- Core Body Fitness

STORAGE


Internal Storage	External Storage sheds
Lodge of Koolpinyah	Howard Springs Scouts
Dr James Acupuncture	Darwin Community Arts
Palmerston Yoga	Reds Baseball
Linda Patterson Psychology Clinic	

FINANCIAL REPORT



Financial reports as of the 31st of October, give us an indication of how the budget is tracking one third through the 2022/23 financial year.

User fees and charges are tracking upwards, which could largely be attributable to the reintroduction of storage fees in July, as well as a small increase in regular hire.



Operational expenses are tracking slightly under anticipated level, and previous FY comparison which may be attributed to timing of bills, and reduced water usage at the end of the dry due to irrigation faults.

Repairs and maintenance have significantly exceeded expectations due to vandalism. Thankfully these issues have abated somewhat.

MAINTENANCE

Works completed this period

- Install new bin frames
- Clear blocked toilets
- 8 Irrigation call outs
- Fix mixer tap in disabled toilets Whitewood Hall
- Replacement toilet roll holder

(Appendix A) list of all the current repairs and maintenance jobs requiring council's attention. As the list exceeds current budget allocation, jobs are prioritized and quoted to action according to need and capacity.

LEASE AGREEMENTS

No updates

COMMUNICATION AND PROMOTION

CLEANING CONTRACT RFQ

The cleaning contract has been posted on Tenderlink twice with no responses. It has been reposted one final time in response to interest from two parties. The current contractor has generously offered to extend her services until the new contractor is in place.



VANDALISM AND ANTI-SOCIAL BEHAVIOUR

These issues have appeared to have abated, but we urge all community members to report any anti-social behavior directly to police.

GRANTS

Minor community benefit grants are currently available for up to \$10,000 Please speak with Sport and Rec Officer for support.

PLANNING AND DEVELOPMENT

SECURITY/WIFI ACCESS UPGRADES

Collecting final quotes and looking to award contract before the end of the year, with work to commence early 2023.

FOOTPATH

Project is anticipated to be completed in January 2023.

RESIDUAL FUNDS FROM PREVIOUS COMMITTEE

The proposal for the release of funds for an access control system and online booking system has been delayed until Budget Review 1 has been accepted by Council. This is because the remaining funds needed for the online booking system have been sourced from within this budget review. If the budget review is not accepted by Councillors, the proposal will be delayed again until the budget for the new financial year is accepted.



Appendix A: Maintenance and repairs log

Location	Description	Action Required	Priority Score	Quoted
Caretakers shed	Diverts in floor	Removal	2	
Whitewood Hall	Carpet being eaten by mites	removal	2	\$30,000
Entire Reserve	Excess master key and access keys in circulation	Rekey entire site		
Whitewood Hall	Power point not switching off	Removal/replacement	2	
Carpark	Garden Edging	Addition		
Carpark	Road base deteriorating around edges of carpark	Repair		
Toilet block	Paint doors and stall walls	Maintain	3	



Knuckey Lagoon Recreation Reserve Management Committee Meeting

MINUTES

Monday 1/12/2022

Meeting held commencing 5:45pm
at Thorak Cemetery Chapel,

Kate Townsend, Sport and Recreation Officer



MINUTES

Knuckey Lagoon Reserve Committee Meeting

Held in the Thorak Chapel

on Thursday 01 December 2022 at 5:45pm

1 Opening of Meeting

5.45pm

2 Acknowledgement of Traditional Owners

3 Attendees

Kate Townsend

Sport and Recreation Officer (SRO)

Councillor Rachel Wright

Litchfield Council

Tov Tagell

Runners and Walkers Club/Resident

Millie Feneey

Berrimah Scouts

4 Apologies and Leave of Absence

Saramat 'Tou' Ruchkaew

NT Thai Association

5 Disclosure of Interest

Nil

6 Confirmation of Minutes

October 6, 2022

Moved: Tove

Carried: Councillor Wright

7 Monthly Finance Report

Moved: Millie

Carried: Tove

8 Operations Report

Attachment A.

Moved: Millie Feeney

Carried: Councillor Wright

9 Business Arising from the Minutes

Issue	Action
Black ants in the power box	SRO Schedule in regular treatments
Masterplan	More information available at February meeting
Food in the building	User groups asked not to store food in the building
Increase visibility of the step from the carpark	SRO to follow up with Mobile workforce
CBF Grant for amenities building	Runners and Walkers club to meet with SRO to discuss project plan once Knuckey Lagoon is operational again.

10 Other Business

After 5 years dedicated commitment to this committee as local resident member, Tove Tagell tendered her resignation to the Chair. Tove will be focusing on her other volunteering roles within the community as well as enjoying some scheduled travel and time with her Grandchildren.

After 3 years dedicated commitment to this committee as local resident member, Lorna Blake has also tendered her resignation to the chair. Lorna is will be focusing on her health and recovery after a recent injury.

Litchfield Council and the Knuckey Lagoon Recreation Reserve Management Committee sincerely thanks both Tove and Lorna for their years of dedication to the Knuckey Lagoon Community and wishes them the very best in their next endeavours.

Councillor Wright asked if Committee Members could please share their phone number with LC SRO to enhance communication if any last-minute changes to meetings are required.

Contractors have indicated to Council that the hall will be available again on Thursday 15 December 2022.

11 Next Meeting

Next meeting Thursday 2 February 2023 at time 5.45pm Knuckey Lagoon Recreation Reserve.

12 Close of Meeting

6.31pm

UNCONFIRMED

ATTACHMENT B



Knuckey Lagoon Recreation Reserve

Operating results as at **31.08.2022** are summarised below.

	Annual	2022/23 YTD	2022/23 YTD	Variance to Budget [Annual Budget – (YTD Actuals + YTD Commitments)]	% Spent (Actuals + Commitments / Annual Budget)	2021/22-P2 YTD	2021/22 YTD
	2022/23 Budget	Actuals	Commitments			Actuals	Actuals
Revenue							
User Fees & Charges	\$8,400	\$692	-	\$7,708	8%	\$1,301	\$6,784
TOTAL REVENUE	\$8,400	\$692	-	\$7,708	8%		\$6,784
Expenditure							
Operational Expenses	\$20,038	\$1,721	517	\$17,800	11%	\$1,564	\$19,993
Repairs & Maintenance	\$8,160	\$0	943	\$7,217	12%	\$195	\$6,082
TOTAL EXPENDITURE	\$28,198	\$1,721	1,460	\$25,017	11%	\$1,759	\$26,075
Tree Maintenance – Council Land	\$10,000	\$2,700	-	\$7,300	27%	\$0	\$5,500
TOTAL EXPENDITURE	\$38,198	\$4,421	1,460	\$32,317	15%	\$1,759	\$31,575

Knuckey Lagoon Operation Report December 2022



Kate Townsend, Sport and Recreation Officer

1 December 2022



COMMITTEE TERMS OF REFERENCE

1. Provide advice on the efficient and effective operations of the Reserve
2. Provide advice to Council concerning strategic or policy issues relating to the Reserve
3. Enhance communication between Council and the community to ensure that the Reserve meets community expectations and need.

UTILIZATION

	Knuckey Lagoon
Regular user groups	4
Casual Bookings	0

REGULAR USER GROUPS

- Top End Gem Club
- Berrimah Scouts
- Darwin Runners and Walkers Club
- NT Thai Association

Storage

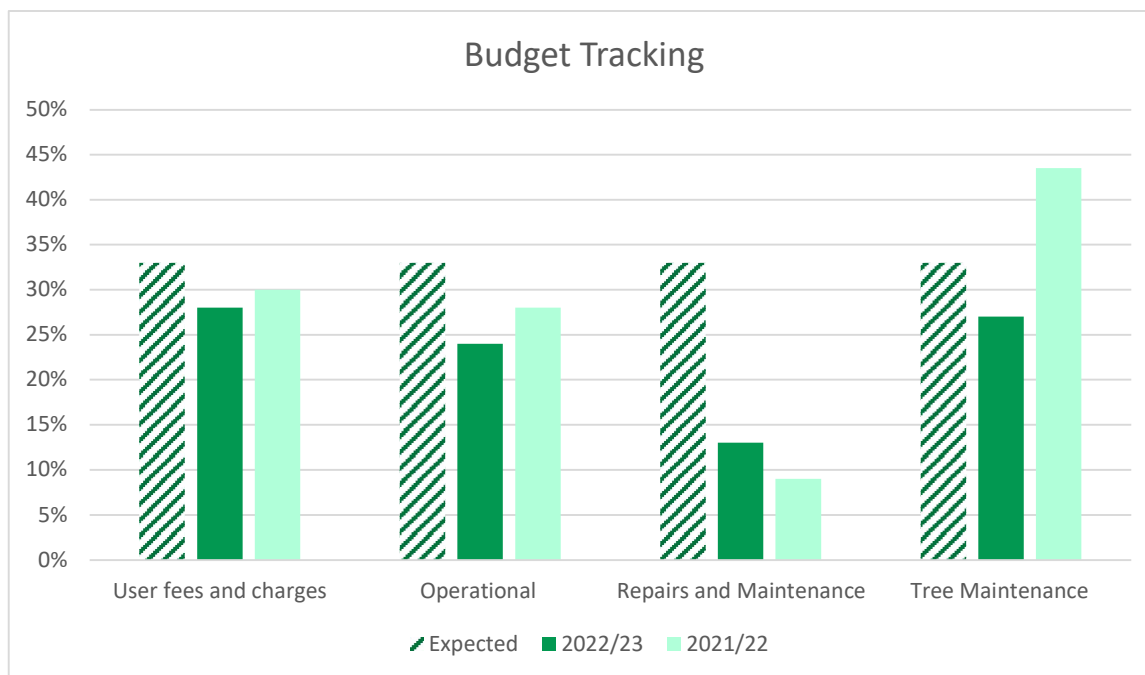
Internal Storage	External Storage
Top End Gem Club	Berrimah Scouts



FINANCIALS

Figures as of 31 October 2022*

	2022/23	2021/22
Income	28%	30%
Operational Expenses	24%	28%
Repairs and Maintenance	13%	9%
Tree maintenance	27%	43.5



MAINTENANCE & REPAIRS

User groups are asked to submit repairs and maintenance requests to the Litchfield Council CDO as they are identified (not at committee meetings). Jobs are then prioritized and actioned according to budget with progress reported at meetings. Please report progress back to your user groups.

Work completed this period:



- Install new soap dispensers

(Appendix A) Repairs and Maintenance log lists, prioritizes, and costs each job reported to Council from contractors and user groups. This allows jobs to be actioned according to need and budget.



COMMUNICATION AND PROMOTION

CLEANING CONTRACT RFQ

Council has posted a request for quote on Tenderlink for the cleaning contract twice, with no response and have now reposted again for a further 1 week with indications of some interest.

The small size of the contract and considerable travel distance has been prohibitive to attracting contractors. Council is mindful of this challenge and will be seeking to amalgamate all Council cleaning contracts within the next 12 months.

GRANT OPPORTUNITIES

The large round of **Community Benefit Grants** has now closed but amounts of up to \$10,000 remain available.

Youth Week Grants of up to \$2000 for organisations are currently open and Council encourages sporting groups and community organisations to apply.

The grants support initiatives that:

- Enhance young Territorians' personal wellbeing
- Hear young Territorians voices
- Promote their positive achievements
- Assist them to reach their goals

If your organization would like any assistance with grant applications, please reach out to Litchfield's Sport and Rec Officer.

UPGRADES AND IMPROVEMENTS

ONLINE BOOKING SYSTEM

Council continues to investigate potential sources of funding for the new software.



SECURITY/WIFI ACCESS UPGRADES

Council is in the final stages of quotation and is aiming to have notify contractors of the outcome before the end of the year, with works expected to be scheduled before February 2023.

SHED LIGHTING

The shed lighting project has been completed, on time and to budget.

REPAIR OF SUBMAINS CABLE

Substantial damage to electrical infrastructure, has meant that power to the reserve has been switched off since October 19, 2022. Due to significant cost, various approval processes were required to be passed by Council before works could commence. Final approval to proceed was given at the November Ordinary Council Meeting. Work is scheduled to commence on 5 December and is anticipated to be completed on 14 December.

The cable repair presented a unique opportunity to upgrade infrastructure to future proof for growth and development at the reserve. The new cable will have the capacity of 240mm² compared to the previous capacity of 24mm². It is anticipated that reliability and power capacity at the reserve will improve significantly after the upgrade.



APPENDIX A REPAIRS AND MAINTENANCE LOG

Location	Description	Action Required	Date	Priority Score	Actioned	Quoted
Bathrooms	Flooding whenever showers are used	Plumber/contractor	Apr-22	5		
Bathrooms	Taps frequently not turned off completely	change taps	Apr-22	2		
Downstairs hallway	skirting board missing	Contractor				
General	Painting tired and chipped	paint	Apr-22	2		\$3,908
General	Replacement blowers and vacuum cleaner	replacement	Apr-22	2		
Kitchen	Tiles Missing from kickboard	Replacement	Apr-22	4		\$500
Kitchen	Possum entering building via roller door	Block entry	Apr-22	5		
Kitchen	Electric Urn leaking	Service	Apr-22	2		
Outdoor	BBQs in poor condition	Replacement	Apr-22	3		
Stairs	chipped and flaked paint	Needs repainting	May-22	5		\$1,328
Upstairs	Water damage on left hand side	replace tiles, check roof	Apr-22	4		
Upstairs	Hole in floor	Needs patching	May-22	5		
Driveway/carpark	Light reflectors on the edge of the road					
Carpark	Edging/gutters and line marking					
Shed/Building	Pathway needed between buildings					
Carpark	Extend road base from carpark to building to increase accessibility					

Agenda Item Number:	14.02.03
Report Title:	Community and Lifestyle Monthly Report – November 2022
Author and Recommending Officer:	Nicky Davidge, General Manager Community & Lifestyle
Meeting Date:	13/12/2022
Attachments:	Nil

Executive Summary

This report provides Council with a monthly review of the Community & Lifestyle Department including key achievements, highlights and progress.

Recommendation

THAT Council note the Community and Lifestyle Report for November 2022.

Background

This report being presented monthly will provide Council with an operational overview of the various teams that make up the Community & Lifestyle Department; Recreation Reserves, Taminmin Library, Regulatory Services and Communications.

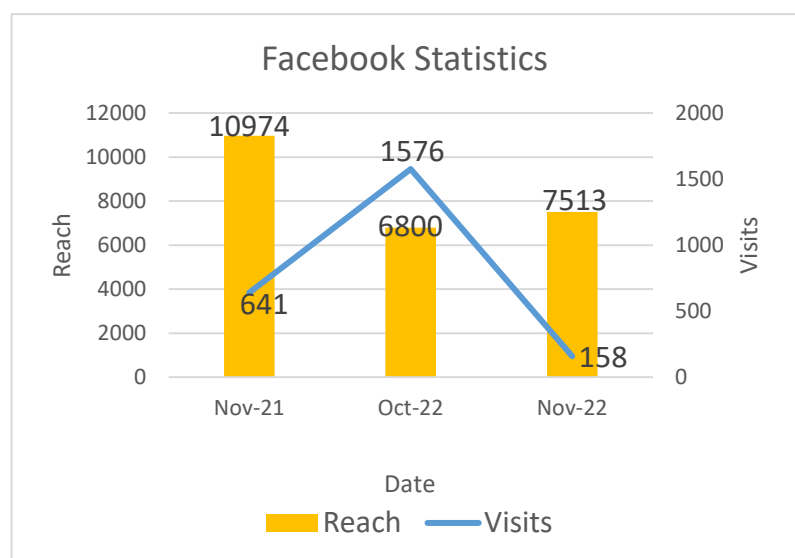
Communications

Facebook reach

Reach is the number of people who saw any content from your Page or about your Page. This metric is estimated.

Facebook visits

Page and Tab Visits details the number of times people visited your page or page tabs. These include your company page timeline and any other tabs you may have, such as the info tab, Instagram feed, marketing promotion, or your page rules.

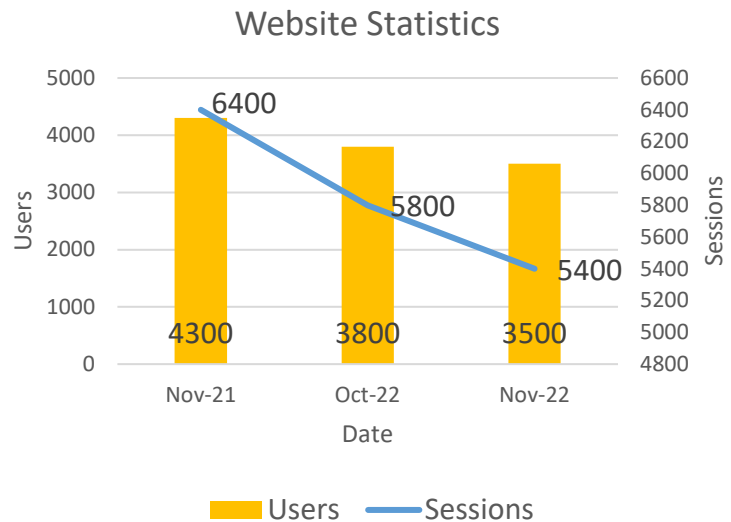


Website Users

A website user is a person who is accessing, browsing or interacting with a website.

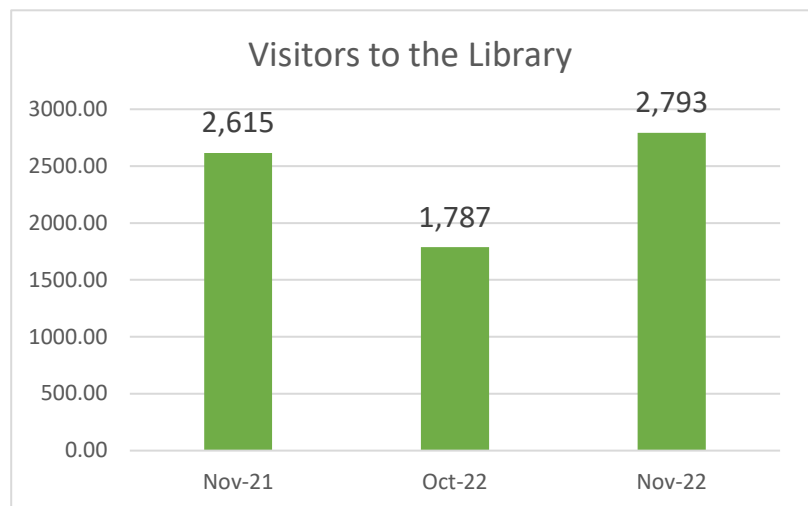
Website Sessions

Sessions, track the number of times a user interacts with your website. Repeat visits within a set time period are excluded.

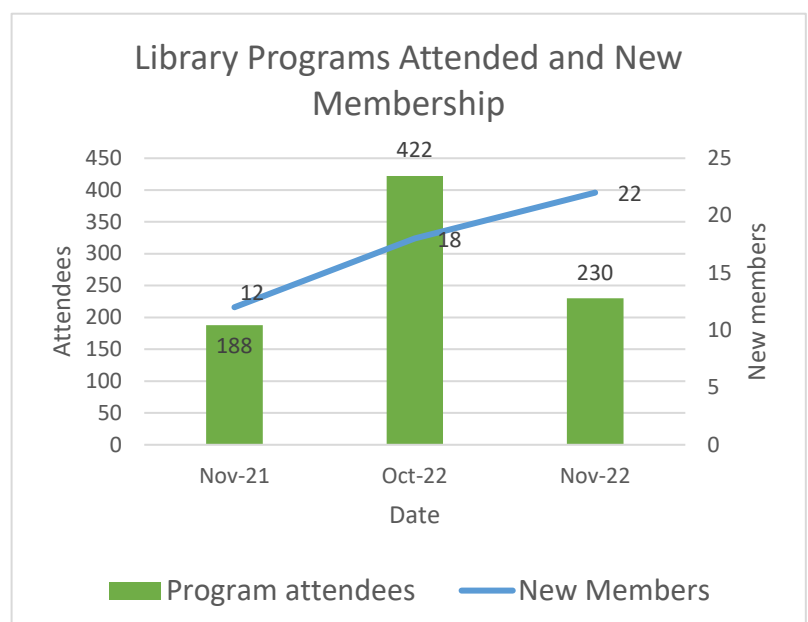


Taminmin Library

Library had 2793 visitors in November compared to 1787 in October. An increase in visitor number could be attributed to the Library being closed for the first week of October due to aircon maintenance job, resulting in reduced access.



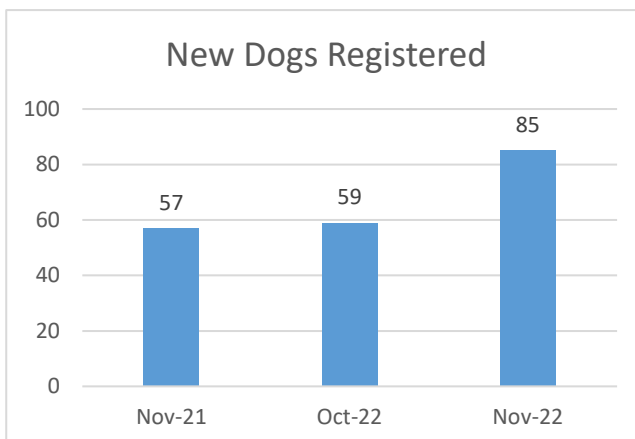
In November, 230 people attended library programs and 22 new people joined the library compared to only 18 new members in October.



Regulatory Services

New Dog Registrations

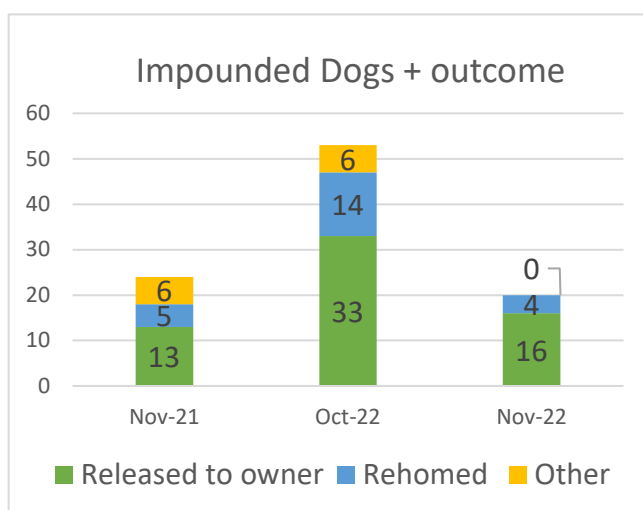
The larger number of new dog registrations for November 2022 compared to the previous month and for same time last year can be attributed to a greater enforcement effort in the registration renewal campaign conducted by Council. Dog registration for all Top End Councils is set at 31 August each year. Registration renewal notice letters to all registered owners were sent mid-July, followed by two SMS messages to nominated mobile phone numbers, and overdue notice letters sent in mid-September.



Impounded Dogs

The number of dogs impounded as a consequence of either being at large, seized or surrendered by their owners shows less than half of the number for November compared with October 2022. This may be attributable to the start of the build-up/stormy season, with more dogs at large.

From the number of dogs impounded, the majority are reclaimed by their owners, with those dogs suitable for rehoming being offered to either the RSPCA or PAWS. The category "Other" refers to those dogs that are not considered suitable for rehoming due to temperament or illness/injury or may have been returned to a residence outside the Municipality.

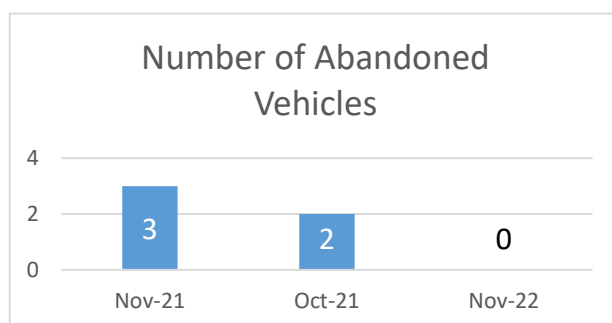


Animal Education and Awareness

There were no education visits for November 2022.

Abandoned Vehicles

Whilst the majority of Regulatory Services' activities are regarding dogs within the municipality, Rangers also respond to reports of abandoned vehicles from members of the public or from their own observations. The below graph demonstrates the low numbers of vehicles typically reported, with none reported in November 2022.



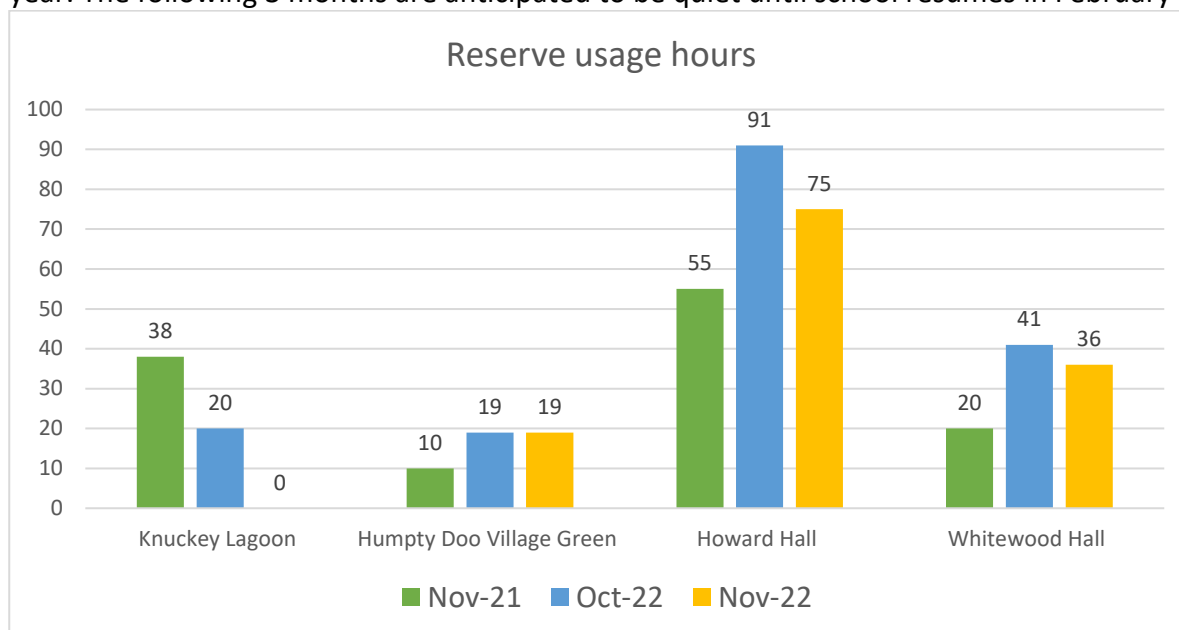
Recreation Reserves

Community and stakeholder meetings attended by the Sport and Recreation Officer

Meeting	Purpose
Humpty Doo Community Garden	Discuss transitioning garden from mains water to bore water.
Litchfield Art Exhibition	Site visit for 2023 Litchfield Art Exhibition
Freds Pass Reserve	Transition of management arrangements at Humpty Doo Village Green
Knuckey Lagoon Reserve Management Committee	Communicate to the committee operational updates, finance report and collect feedback from user
Freds Pass Reserve User group meeting	Listen to the needs and challenges currently facing Litchfield Community groups and sporting clubs
Freds Pass Reserve AGM	Show support to the Committee and management of Freds Pass, listen to concerns of user groups.
McMinns Lagoon Committee Meeting	Listen to the needs and challenges of the committee, communicate progress on major projects, identify areas for council support and assistance.
Youthworx NT Community investment committee and Strategic plan stakeholder engagement	Sector meeting to discuss the challenges and obstacles of engaging young people in meaningful employment and education opportunities.

Bookings across the Reserves

The below graph represents the number of hours each Reserve site was booked, along with a comparison to last month and same time last year. Across all sites there has been growth over the last 12 months, except for Knuckey Lagoon due to closure because of electrical outage. There has been a slight drop in usage in November as groups begin to wrap up activities for the end of the year. The following 3 months are anticipated to be quiet until school resumes in February 2023.



Project Updates

Local Roads and Community Infrastructure Phase Three – Community Infrastructure Updates

Location	Project	Status
McMinns Lagoon	Pathway lighting	Currently evaluating quotes.
Knuckey Lagoon	Storage shed lighting	Project Complete.
Mira Square	Playground and shade	Playground equipment has been ordered and installation will commence when the equipment has arrived.
Livingstone Reserve	Carpark Design	A first draft has been complete by the consultant. Based on feedback, the consultant is currently working on the second draft.
HPRR/HDVG/KLRR	CCTV + Wifi	Awaiting final quote
Howard Park	Footpath	Scheduled for completion January 2023.
Humpty Doo Village Green	BBQs	Contracts awarded. Awaiting arrival of materials to schedule works.

Humpty Doo Village Green Management Transition Update

In September 2022, Council approved the lease of Humpty Doo Village Green to the Freds Pass Sport and Recreation Reserve Management Board (FPSRRMB) for an initial 12-month trial period.

Council and the FPSRRMB have been working together to support a smooth transition of management with a focus on the user groups and addressing current anti-social behaviour concerns.

Meetings have been held with all regular user groups of the Village Green with positive discussions for the future.

A property management contractor has commenced in a live in position taking care of maintenance, cleaning, mowing, opening and closing the gates and monitoring the Village Green for anti-social behaviour. The contractors engaged at Humpty Doo Village Green are engagement experts who specialise in reducing conflict through communications.

With the transition period progressing well, Thursday 4 January 2023 will be the official date that the FPSRRMB will be independently managing the Humpty Doo Village Green, including bookings.

2023 Litchfield Council Art Exhibition Progress Update

After careful consideration and to address growth and development of the annual event, Council in conjunction with Darwin Community Arts will be trialling a different location at Humpty Doo Village Green. With the 2022 event being a great success, the Howard Park Hall provides limited opportunity for growth. Initial planning sessions have commenced, and this year's theme is "Community". Organisers will be looking to expand the involvement of children and young people this year with greater engagement of schools and more workshops.

2023 Australia Day Progress Update

Preparations for the 2023 Australia Day Event held at the Market Shed at Freds Pass Sport and Recreation Reserve are well underway with Council staff working with volunteer groups such as Rotary, Lions, Rural Hash House Harriers and Scouts. These groups are instrumental in the planning and delivery of this event and assist in making it run smoothly.

The following is a list of activities that will take place at the 2023 event.

- Fun Run to start at 7.30am and is organised by the Rural Hash House Harriers
- Free BBQ breakfast (bacon, eggs and sausages) cooked by the Rotary Club of Litchfield
- Citizenship Ceremony welcoming new citizens to 'The Best Place to Live in the Top End'
- School choir singing the National Anthem
- Flag raising by the Humpty Doo Scouts
- Coffee van
- Welcome to Country

Council staff are working on other activities and promotion of the event.

Grant funding applications

Council has applied for or received notification on the following grant funding during November 2022:

Grant	Description	Status
National Australia Day 2023 Community Grant	To ensure communities can hold an Australia Day event regardless of the recent challenges that the pandemic has brought.	Successful
Australia Day NT 2023 Community Grant	To assist with the running costs of an Australia Day event.	Successful
Tourism Town Asset Program Round Two	To improve entrance signage to Litchfield Municipality.	Unsuccessful

Links with Strategic Plan

People - Our Community is at the Heart of All We Do

Legislative and Policy Implications

COR01 – Media Policy
COR02 – Community Engagement Policy
GOV16 – Compliance and Enforcement Policy
COM03 – Sport and Recreation Policy
COM01 – Youth Policy

Risks

There are no risks identified in receiving and noting this report.

Community Engagement

N/A for the operational report.

Any specific community engagement with the community will be listed in the report above.



COUNCIL REPORT

Agenda Item Number:	14.02.04
Report Title:	Humpty Doo Village Green Lease Agreement
Author and Recommending Officer:	Nicky Davidge, General Manager Community & Lifestyle
Meeting Date:	13/12/2022
Attachments:	A: Lease Agreement for Humpty Doo Village Green

Executive Summary

This report presents to Council the Lease between Litchfield Council and Freds Pass Sport and Recreation Reserve Management Board for a 12-month period, and requests authorisation for the signing of the lease agreement.

Recommendation

THAT Council approves the fixation of the Common Seal with the Mayor and the CEO signing the lease agreement on behalf of Council.

Background

At the September 2022 Council Meeting, Council approved the lease of Humpty Doo Village Green to the Freds Pass Sport and Recreation Reserve Management Board (FPSRRMB) for an initial 12-month trial period.

Attachment A presents the lease agreement which is in line with all other leases of Council's recreation reserves.

Council and the FPSRRMB have been working together to support a smooth transition of management with a focus on the user groups and addressing current anti-social behaviour concerns.

Consultants specialising in asset protection and maintenance and have been engaged as a live in service at the Village Green. The consultants have so far played an integral role in the management of anti-social behaviour through their communications and consistent liaison with the school.

With the transition period progressing, it is anticipated that Tuesday 3 January will be the official date that the FPSRRMB will be independently managing the Humpty Doo Village Green.

Links with Strategic Plan

People - Our Community is at the Heart of All We Do

Legislative and Policy Implications

Nil

Risks

There are no risks identified in affixing the Common Seal to the Lease Agreement.

Community Engagement

Council and Freds Pass Sport and Recreation Reserve have been liaising with community user groups, schools in the vicinity of the Village Green and general users of the Reserve.

Lease

Litchfield Council

(Owner)

and

Freds Pass Sport and Recreation Management Board

(Tenant)

Table of contents

1.	Definitions and interpretation clauses	2
1.1	Definitions	2
1.2	Rules Of Construction	4
2.	Grant of Lease	5
3.	Rent and Outgoings	5
3.1	Rent	5
3.2	Outgoings	5
3.3	Owner Costs and Charges	6
4.	Payment and interest on overdue money	7
4.1	Payment of Monies	7
4.2	Interest on Overdue Money	7
5.	Insurance	7
5.1	Insurance	7
5.2	Owner's Premiums and Insurance	8
6.	Indemnities and releases	9
6.1	Tenant's Risk	9
6.2	General Indemnities	9
6.3	Release	9
6.4	Water Damage	10
7.	Use of the Premises	10
7.1	Permitted Use	10
7.2	Statutes	11
8.	Repair and maintenance	11
8.1	Maintenance	11
8.2	Painting	13
8.3	Rubbish and Use of Water Apparatus	13
8.4	Signs	14

8.5	Tenant's Works	14
8.6	Notice of Damage, Hazard or Risks	14
8.7	Owner's Access to the Premises	14
8.8	Sanitary Facilities	15
9.	Tenant's General Obligations	15
9.1	Positive Obligations	15
9.2	Negative Obligations	16
10.	Air-conditioning	18
10.1	Air-Conditioning	18
11.	Transfers and other dealings	18
11.1	Prohibition on Dealings	18
11.2	Owner's Consent to Dealings	19
11.3	Mortgage of Lease	21
12.	Owner's rights and obligations	21
12.1	Quiet Enjoyment	21
12.2	Consents	21
12.3	Insurance	21
12.4	Enforcing Rights	21
12.5	Owner's Additional Rights	22
12.6	Agents and Authorised Persons	22
12.7	Rules & Regulations	22
12.8	Lifts	22
12.9	Access to the Premises	23
13.	Renewal of Lease	23
14.	Expiry or termination	23
14.1	Vacation of the Premises	23
14.2	Make Good	24
14.3	Non-Surrender	24
14.4	Holding Over	25
15.	Default	25
15.1	Breach of Lease	25

15.2	Notice to Quit Period	27
15.3	Damages	27
16.	Damage to land or premises	28
16.1	Premises Unfit for Occupation or Use	28
16.2	Termination because Unfit for Occupation or Use	28
17.	Security	29
17.1	Power Of Attorney	29
18.	Dispute resolution	29
18.1	Dispute	29
18.2	The Expert	29
18.3	Determination of the Dispute	30
19.	GST	30
20.	General provisions	31
20.1	Relocation of Tenant	31
20.2	Demolition of Premises	31
20.3	Owner's Building Works	32
20.4	No Relationship Partnership etc	32
20.5	No Partnership	32
20.6	Time	33
20.7	Waiver	33
20.8	Notices	33
20.9	Governing Law	34
20.10	Reading Down and Severance	34
20.11	Entire Agreement	34
20.12	Moratorium Negatived	34
20.13	Contra Preferentem	34
Schedule 1		35

Lease

Date

Parties

Litchfield Council

of PO Box 446, Humpty Doo NT 0836

(Owner)

Freds Pass Sport and Recreation Reserve Management Board

of PO Box 1077, Coolalinga, NT 0839

(Tenant)

Term of Lease

Commencing

3 January 2023 for a period of one year

Recitals

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

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

1. Definitions and interpretation clauses

1.1 Definitions

In this Lease:

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

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

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

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

1.2 Rules Of Construction

In this Lease unless the context otherwise requires:

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

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

2. Grant of Lease

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

3. Rent and Outgoings

3.1 Rent

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

3.2 Outgoings

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

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

3.3 Owner Costs and Charges

The Tenant must pay to the Owner on demand:

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

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

4. Payment and interest on overdue money

4.1 Payment of Monies

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

4.2 Interest on Overdue Money

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

5. Insurance

5.1 Insurance

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

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

5.2 Owner's Premiums and Insurance

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

6. Indemnities and releases

6.1 Tenant's Risk

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

6.2 General Indemnities

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

6.3 Release

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

- (a) damage, loss, injury or death unless it is caused by the negligence of the Owner or its employees or agents;
- (b) anything the Owner is permitted or required to do under this Lease; and
- (c) a Service not being available, being interrupted or not working properly;
- (d) the Owner's plant and equipment not working properly;
- (e) any damage to the Owner's property caused directly or indirectly from water or fluids flowing or leaking out of or into or being on the Premises; or
- (f) the Premises not being watertight.

6.4 Water Damage

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

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

7. Use of the Premises

7.1 Permitted Use

- (a) The Tenant must not use the Premises for any purposes other than the Permitted Use unless the Owner has given its consent in writing.
- (b) The Tenant warrants to the Owner that it has satisfied itself that the Premises and the Land are suitable for the Permitted Use at law and it complies with the *Planning Act* (NT).
- (c) The Owner does not warrant that the Permitted Use is or will remain permitted by the *Planning Act* (NT) or any statutory zoning laws, and will accept no liability during the Term of the Lease for any inability on the part of the Tenant to use the Premises for the Permitted Use pursuant to the *Planning Act* (NT) of any relevant zoning laws.

- (d) The Tenant must not use nor permit any use of the Premises:
 - (i) for an illegal, immoral, dangerous, noisy or offensive trade, business purpose or process or any actions which could cause persistent nuisance; or
 - (ii) which could damage or destroy the Premises.
- (e) The Tenant acknowledges and agrees that, regarding the present or future suitability or adequacy of the Tenant's intended use of the Premises, the Building or the fixtures, fittings, furnishings, plant, machinery, equipment, services and facilities provided by the Owner:
 - (i) no promise, representation or warranty was given by the Owner or by any person on behalf of the Owner to the Tenant or any person acting on behalf of the Tenant;
 - (ii) the Owner makes no warranties; and
 - (iii) any warranties implied under the general law or by statute are excluded under this Lease and negated to the extent permitted by law.

7.2 Statutes

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

8. Repair and maintenance

8.1 Maintenance

- (a) At all times during the Term, the Tenant must at its own cost keep and repair the Premises and the Tenant's Property including all things on the Premises which are not the property of the Tenant in good and tenantable repair and condition.

- (b) The Tenant must give to the Owner prompt notice in writing of any structural or other defects which may from time to time become apparent in the Premises, any accident to or defect or want of repair in any services to or fittings in the Premises excluding any minor matters which are to be promptly repaired or rectified by the Tenant and any other apparent circumstances reasonably likely to be or cause any danger risk or hazard to the Premises or any person therein.
- (c) The Tenant must at all times, at its own cost:
 - (i) maintain the Premises and Tenant's Property to a standard consistent with the style, nature and location of the Building and Land, fair wear and tear excepted
 - (ii) ensure the Premises and the Tenant's Property are clean and sanitary and that no property or rubbish accumulates in the Premises or on the Land;
 - (iii) maintain the Owner's Property and the Tenant's Property and comply with any direction given by the Owner;
 - (iv) repair and maintain all alterations, additions, drains, pipes, sanitary and water apparatus, doors, windows, latches, keys, locks, furniture, glass, light bulbs, fluorescent tubes and decorations on or forming part of the Premises as required to ensure they are in good, operating order; and
 - (v) promptly replace worn or damaged items in or attached to the Premises (including all light globes, Tenant's Property and those floor coverings and furnishings which part of the Tenant's Property) with items of similar quality;
 - (vi) immediately replace or repair broken, cracked or damaged glass in or about the Premises;
 - (vii) keep the grounds of the Premises clean and tidy and the lawns and gardens in the Premises thoroughly watered and tended;
 - (viii) maintain all and any playgrounds, or sporting ovals and ensure that they are and remain fit for purpose;
 - (ix) maintain the Premises and Land in the style and manner they are at the Commencement Date;
- (d) The Tenant must not without the prior written consent of the Owner:
 - (i) alter, damage or add to the Premises;
 - (ii) make any attachment to the walls or floors of the Premises; or
 - (iii) add any fittings or fixtures to the Premises,

and any costs, charges, fees, (including any of a reoccurring nature) and professional costs, incurred by the Owner in considering, assessing and

providing its consent or otherwise in relation to any such works shall be paid by the Tenant to the Owner forthwith upon presentation of a tax invoice. The Owner's approval is at its absolute discretion.

- (e) If the Tenant breaches its covenant not to alter damage or add to the Premises, the Owner, in its absolute discretion, may direct the Tenant to undertake all necessary rectification works, to the reasonable satisfaction of the Owner, relating to the breach of covenant. If the Tenant fails to comply with the Owner's written direction within 14 days, the Owner may undertake the rectification works and the Tenant shall upon the receipt of a valid tax invoice be immediately liable for all the Owner's costs which are recoverable as a liquidated debt.
- (f) Subject to clause 8.1(e), the obligations in this clause 8.1 do not require the Tenant to carry out any work of a structural nature, unless such work is required by reason of the number of, or sexes of, the persons employed by the Tenant or whom the Tenant permits in or upon the Premises, or by reason of the use to which the Premises are put by the Tenant.

8.2 Painting

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

8.3 Rubbish and Use of Water Apparatus

The Tenant must at its own expense ensure:

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

8.4 Signs

The Tenant must at its own cost:

- (a) obtain the Owner's written consent before erecting any signs or installing any notice or other advertisement on the Premises or the Land;
- (b) ensure all signs or other notices comply or are approved by the relevant authorities and are installed in a proper and workmanlike manner without disturbance; and
- (c) at the expiry of the Term, remove or paint over any such sign or advertisement and reinstate the Premises to the same condition as existed before the erection affixing the sign, placement or display.

8.5 Tenant's Works

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

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

8.6 Notice of Damage, Hazard or Risks

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

8.7 Owner's Access to the Premises

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

- (a) enter on and view the condition of the Premises; and

- (b) do any act or thing at the sole expense of the Tenant which the Tenant is required to do under this Lease or otherwise and has failed to do.

8.8 Sanitary Facilities

The Tenant is entitled to the use during all hours, in common with the Owner and other persons who are entitled, of the sanitary conveniences, if any, provided by the Owner for that purpose, and is entitled to access over such part of the Land or other premises of the Owner as is required to facilitate the use of those conveniences, providing that the Tenant pays to the Owner on demand a reasonable proportion of the costs of keeping the sanitary conveniences in a clean and tidy condition.

9. Tenant's General Obligations

9.1 Positive Obligations

The Tenant must at its own expense:

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

and then only as if properly confined in containers in which such fluids or chemicals are stored or sold and as required by any relevant code or regulation

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

9.2 Negative Obligations

The Tenant must not:

- (a) smoke in any the Buildings, with the exception of the caretaker's facility;

- (b) overload any floor or any electrical, mechanical or drainage service in or to the Premises;
- (c) store or use inflammable, volatile or explosive substances on the Premises except when the substances are required for the Permitted Use;
- (d) do anything in or around the Premises which in the Owner's reasonable opinion may be annoying, dangerous or offensive;
- (e) misuse or do anything to overload the Premises' facilities, appurtenances or Services;
- (f) install blinds, awnings, antennae or receiving dishes on any part of the outside of the Premises without the Owner's approval;
- (g) install or operate vending or amusement machines;
- (h) hold auction (excluding for the purpose of fundraising for a relevant Not-for-Profit organisation), bankrupt or fire sales in the Premises;
- (i) keep an animal or bird on the Premises (except where required for the Permitted Use), with the exception that animals may be kept within the fenced area of the caretaker's facility;
- (j) use a business name which includes words connecting the business name with the Building without the Owner's approval;
- (k) use any method of heating, cooling or lighting the Premises other than those provided or approved by the Owner;
- (l) cease to be a not for profit organisation during the Term;
- (m) use the Land or the Premises for the conduct of gambling (excluding raffles for the purpose of fundraising for a relevant Not-for-Profit organisation), wagering or betting in the nature of lottery or internet gambling or bring into the land gaming machines, amusement machines, ticket dispensing machines, instant scratch lottery or any other form of lottery
- (n) operate a musical instrument, radio, television, flashing lights or other equipment that can be heard or (in the case of flashing lights) seen from outside the Premises past 1.00am on any day (without the consent of the Owner); or
- (o) obstruct:
 - (i) windows in the Premises or Building;
 - (ii) air vents, air-conditioning ducts skylights, sprinklers and fire equipment in the Premises; or
 - (iii) the emergency exits from the Building or the Premises.

10. Air-conditioning

10.1 Air-Conditioning

- (a) Subject only to proper compliance with (b), the Tenant must not interfere with the air-conditioning and refrigeration equipment located on or forming part of the Premises (the **Equipment**), nor permit it to be interfered with in any manner.
- (b) The Tenant must:
 - (i) at least once every year during the Term clean the air- conditioning filters to the Equipment;
 - (ii) comply with all directions given by the Owner in respect of the Equipment;
 - (iii) at all times during the Term have a preventative maintenance contract in force in respect of the Equipment with an air-conditioning and refrigeration service company approved of by the Owner on such terms as the Owner may require from time to time;
 - (iv) deliver to the Owner as soon as it is available a copy of any contract held under (iii) and any reports provided by that service company from time to time; and
 - (v) pay all costs payable under the said service contract held pursuant to (iii) at the due time for payment of the same
- (c) The Owner is not under any circumstances liable to the Tenant for any inconvenience, damage or loss which the Tenant may suffer by reason of any shutting off or faulty operation or breakdown of the Equipment.
- (d) The Tenant must replace the Equipment or any part of it unless the need for such replacement arises as a result of the Owner's negligent act or default.

11. Transfers and other dealings

11.1 Prohibition on Dealings

- (a) The Tenant must not assign, transfer, grant, sublet or in any manner part with possession of the Premises in whole or in part or any of the Tenant's rights or interests in the Premises, without the prior written consent of the Owner.
- (b) Every application by the Tenant for a proposed assignment or sublease must be in writing, must provide details of the Tenant's proposal and must include at least the following details in respect of the proposed assignee or sublessee:
 - (i) full name and residential and business addresses;

- (ii) qualifications, suitability and experience of the proposed assignee or sublessee;
- (iii) two character and business references from persons or companies of good repute;
- (iv) authority of the proposed assignee or subtenant to its banker authorising it to furnish a financial reference to the Owner on request; and
- (v) if the proposed assignee or subtenant is a corporation, a certified copy of the profit and loss account and balance sheet of the corporation for the financial year immediately preceding the date of application for consent.

11.2 Owner's Consent to Dealings

- (a) The consent of the Owner will not be unreasonably refused or withheld provided (and without limiting the factors or circumstances which may be considered a reasonable basis for the Owner to withhold consent):
 - (i) the proposed assignee or subtenant does not propose to change the use to which the Premises are put;
 - (ii) the Tenant provides evidence to the satisfaction of the Owner that the proposed assignee has the financial resources and business or retailing skills (as applicable) that will enable the proposed assignee to fulfil all of the obligations of the Tenant under this Lease, and that the proposed assignee is of good repute (which may include a credit check as the request of the Owner at the cost of the Tenant);
 - (iii) the Tenant pays and indemnifies the Owner for:
 - (A) all costs including legal costs and expenses incurred by the Owner in relation to the dealing including consideration of the proposed assignee or subtenant's suitability and consideration of any documents; and
 - (B) all costs payable by the Tenant under this Lease incurred in relation to the consideration of, or giving of, its consent;
 - (iv) the Owner may as a precondition to giving its consent require from the proposed assignee or sublessee:
 - (A) an agreement (to be prepared by the Owner's solicitors at the expense of the Tenant) in a form required by the Owner requiring the proposed assignee or subtenant to observe and perform all of the Tenant's obligations under this Lease whether expressed or implied;
 - (B) an unconditional bank guarantee complying with the requirements of clause or a cash security deposit in an amount

considered reasonable by the Owner having regard to the financial status and obligations of the proposed assignee or sublessee (which in any event shall be for an amount equivalent to not less than four month's Rent); and

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

11.3 Mortgage of Lease

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

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

12. Owner's rights and obligations

12.1 Quiet Enjoyment

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

12.2 Consents

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

12.3 Insurance

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

12.4 Enforcing Rights

The Tenant acknowledges that the Owner may:

- (a) enforce its rights against the Tenant whether or not it enforces its rights against other tenants or occupiers; and

- (b) lease or licence any part of the Land to any tenant it deems acceptable regardless of whether that tenant conducts a business which competes with the Tenant's business.

12.5 Owner's Additional Rights

The Owner may:

- (a) carry out works on the Land or limit access to or close Premises;
- (b) exclude or remove any person or property from the Land;
- (c) restrict access or alter access arrangements to loading, delivery or parking areas;
- (d) permit functions, displays (including any signage) or other activities on the Land;
- (e) use the Premises and/or Buildings on the Land by negotiation during the Term;
- (f) install and use emergency, security, public address and any other building management systems on the Land;
- (g) undertake the Owners tree management plan; and
- (h) alter, extend or undertake construction on the Land or in relation to any building on the Land.

12.6 Agents and Authorised Persons

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

12.7 Rules & Regulations

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

12.8 Lifts

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

- (a) any accident which happens in connection with the lifts; or

- (b) any failure of the lifts to run at any time,

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

12.9 Access to the Premises

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

13. Renewal of Lease

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

14. Expiry or termination

14.1 Vacation of the Premises

- (a) The Tenant must vacate and deliver up possession of the Premises on the earlier of the Expiry Date or sooner determination of this Lease.
- (b) Prior to delivering up the Premises in accordance with (a), the Tenant must:

- (i) make good the Premises (with 'make good' having the meaning given in clause 14.2); and
- (ii) ensure the Premises is in good and tenantable repair, order and condition and otherwise in accordance with the provisions of this Lease.

14.2 Make Good

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

- (a) removal of all of the Tenant's Property from the Premises;
- (b) properly repairing any damage whatsoever caused to the Premises or the Land by the removal as described in 14.2(a);
- (c) reinstating any part of the structure or the Land which has been penetrated or otherwise altered by the Tenant during the Term;
- (d) thoroughly cleaning the Premises and removing all rubbish, waste and other materials from the Premises and the Land; and
- (e) if required by the Owner, re-altering any alterations made by the Tenant so that:
 - (i) the Premises must be converted back to its original condition (including pursuant to the condition of the Premises at the commencement of any preceding lease); and
 - (ii) the fit out or any part thereof is removed.

14.3 Non-Surrender

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

and the Tenant shall upon the receipt of a valid tax invoice in respect of clauses 14.3(a)(i) or 14.3(a)(ii) above be immediately liable for all the Owner's costs which are recoverable as a liquidated debt.

- (b) The Tenant must reimburse (and indemnifies) the Owner for:
 - (i) costs and expenses incurred in the removal, storage or disposal of any of the Tenant's Property;
 - (ii) all costs and claims made by any succeeding Tenant as a result of or in any way connected with the Tenant's delay in delivering up vacant possession of the Premises in accordance with clause 14.1; and
 - (iii) any other damages, costs and expenses suffered as a result of or in connection with the Tenant failure to vacate and surrender the Premises in accordance with clause 14.1.

14.4 Holding Over

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

15. Default

15.1 Breach of Lease

- (a) If the Tenant fails to comply with or observe its obligations under this Lease, the Owner may, without being under any obligation to do so, and without prejudice to any other right, remedy or power which the Owner may have under this Lease or otherwise, do anything or take any action that it considers necessary or desirable to remedy such default, and the cost of so doing is recoverable by the Owner from the Tenant as a liquidated debt.

(b) If the Tenant breaches or doesn't observe any of the following covenants that are more fully set out in the other provisions of this Lease:

- (i) the covenant not to assign this Lease;
- (ii) the covenant not to encumber this Lease;
- (iii) the covenant as to use of the Premises;
- (iv) the covenant to keep the Premises open for carrying on the Permitted Use;
- (v) the covenant to keep, repair and maintain the Premises;
- (vi) the covenant not to alter damage or add to the Premises;
- (vii) the covenant to comply with statutes and notices;
- (viii) the covenant to take out and maintain insurances,

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

(c) The following events are Events of Default:

- (i) the Tenant carries on, or threatens to carry on, any matter or business which is illegal or causes nuisance to the Owner or to occupiers of neighbouring premises;
- (ii) if the Tenant is a company, an order is made or a resolution is effectively passed for the winding up of the Tenant (except for the purpose of reconstruction or amalgamation);
- (iii) if the Tenant and Owner do not agree the terms of a Funding Agreement during the Term or part of it;
- (iv) the Tenant makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts as and when they fall due, within the meaning of the *Corporations Act*;
- (v) execution is levied against the Tenant and not discharged within 30 days;

- (vi) a provisional liquidator, receiver, receiver and manager or administrator is appointed to the Tenant or any of its property;
 - (vii) the Tenant ceases or threatens to cease to carry on business;
 - (viii) if the Tenant is or are individual, a creditor's petition in bankruptcy is presented by or against the Tenant or any event referred to in section 40 of the *Bankruptcy Act* (Cth) occurs, which with the occurrence or failure of any subsequent event therein referred to would result in the commission by the Tenant of an act of bankruptcy; and
 - (ix) if the Tenant is or are individual, any document, the execution of which by the Tenant would result in the commission by the Tenant of an act of bankruptcy, or any deed of assignment, deed of arrangement or deed of composition is prepared by or for or presented to the Tenant for execution by the Tenant.
- (d) If an Event of Default occurs, the Owner may immediately or at any subsequent time:
- (i) serve a notice to quit on the Tenant requiring the Tenant to quit and deliver up the Premises to the Owner or its agents at the expiry of 14 days from the date of the notice;
 - (ii) determine the Lease by notice in writing to the Tenant; and/or
 - (iii) re-enter the Premises, at which time this Lease and the estate of the Tenant absolutely ceases and determines,
- but without prejudice to any other remedy right or power which the Owner may have under law or this Lease.

15.2 Notice to Quit Period

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

15.3 Damages

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

16. Damage to land or premises

16.1 Premises Unfit for Occupation or Use

- (a) If, during the Term, the Premises or any part of the Premises are destroyed or damaged by earthquake, fire, storm, flood, tempest, Act of God, inevitable accident, riot, civil commotion, enemy action or incidental to resisting or preparing to resist enemy action, so as to render the Premises inaccessible or wholly or partially unfit for occupation or use, then the obligation to pay Outgoings or other charges is suspended either in whole or as to a fair and just proportion of the Outgoings or other charges according to the damage sustained, as long as the Premises or that part of the Premises remains unfit for occupation or use by reason of such damage.
- (b) Subject to clause 16.1(a), if the Owner and the Tenant are unable to agree within 14 days of the destruction or damage as to the amount of Outgoings or other charges remaining payable under this Lease, either party may request the then President of the Northern Territory Group of the South Australian Division of the Australian Property Institute Inc (or the principal officer of any successor organisation) to appoint a valuer to determine a fair Outgoings or other charges and the valuer's determination must be made as an expert and is final and binding on the Owner and Tenant and the costs of that determination are payable by the Owner and the Tenant equally.

16.2 Termination because Unfit for Occupation or Use

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

the Owner or the Tenant may, by seven days' notice in writing to the other party, terminate this Lease but that termination is without prejudice to any rights which might have accrued to either party prior to the termination (including any right that the Owner may have to recover damages from the Tenant in respect of the destruction or damage).
- (b) The Tenant will forfeit any right to terminate the Lease under clause 16.2(a), if the destruction or damage to the Premises was caused or contributed to by the negligent act or omission of the Tenant.

17. Security

17.1 Power of Attorney

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

18. Dispute resolution

18.1 Dispute

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

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

18.2 The Expert

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

- (vi) provide a statement of reasons to the parties, stating full reasons for its determination in writing as soon as practicable; and
- (vii) act in accordance with the principles of natural justice.

18.3 Determination of the Dispute

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

19. GST

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

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

20. General provisions

20.1 Relocation of Tenant

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

20.2 Demolition of Premises

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

- (a) require the Tenant to vacate and/or cease to use the Premises for such period as the Owner may require without any compensation or damages being payable by the Owner to the Tenant in respect of any loss or damage suffered by the Tenant as a result of such vacation or cessation aforesaid provided that:
 - (i) the Owner shall give to the Tenant not less than three months' notice in writing of its intention to require the Tenant to vacate or cease to use the Premises, and
 - (ii) the rental in respect of the Premises will abate and the Tenant will not be required to pay its proportion of the operating expenses in respect of the period commencing on the date of the vacation or cessation and terminating on the date on which the Tenant is entitled to resume occupation of the Premises;

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

20.3 Owner's Building Works

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

20.4 No Relationship Partnership etc

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

20.5 No Partnership

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

20.6 Time

Unless the contrary intention appears, wherever a period of time in this Lease is limited for the performance of any obligation by either party or for any other purpose, that period commences at 9.00 am on any relevant commencement date or at 9.00 am on the day after any relevant notice has been served or given or relevant default act event or omission has occurred and expires at 4.00 pm on the last day of that period but if the last day of any period falls on a day that is not a Business Day, that period is extended to 4.00 pm on the next Business Day.

20.7 Waiver

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

20.8 Notices

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

20.9 Governing Law

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

20.10 Reading Down and Severance

If a provision of this Lease:

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

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

20.11 Entire Agreement

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

20.12 Moratorium Negated

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

20.13 Contra Proferentem

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

Schedule 1

Item 1	That Part Of The Land Forming The Premises	The whole of 1799 Hundred of Strangways from plans S82216A and known as 85 Challoner Circuit, Humpty Doo as delineated on the Plan annexed hereto
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Item 2	Prior Encumbrances	As per Certificate as to Title
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Item 3	Permitted Use	Public recreation reserve
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Item 4	Renewal/s Offered	Option 1
	Annual Rent:	\$1.00 (GST Inclusive)
	Term:	One (1) Year
	Commencement Date:	2023
	Expiry Date:	2024

Item 5	Address For Service Of	OWNER:	Litchfield Council
		Contact name:	Nicky Davidge
		Address:	PO Box 446 Humpty Doo NT 0836

Facsimile number: Not Applicable

Email: council@litchfield.gov.au

TENANT: Freds Pass Sport and Recreation
Management Board Incorporated

Contact name: Anthony Dent

Address: PO Box 1077, Coolalinga, 0839

Facsimile number: Not Applicable

Email: gm@fredspassreserve.com.au

Execution

The common seal of **Litchfield Council** was affixed on
by the Authority of Council pursuant to a resolution dated
16 January 2019
in the presence of

Signature of Chief Executive Officer

Signature of Member of Council

Name of Chief Executive Officer

Name of Member of Council

Dated

Dated

Signed, sealed and delivered for and on behalf of

Freds Pass Sport and Recreation Reserve Management Board by its duly authorised
delegate in the presence of

Signature of witness

Signature of delegate

Name of witness

Name of delegate

Dated

Position of delegate



COUNCIL REPORT

Agenda Item Number:	14.02.05
Report Title:	Breach of Code of Conduct – Summary of Decisions
Author and Recommending Officer:	Stephen Hoyne, Chief Executive Officer
Meeting Date:	15/11/2022
Attachments:	A: Summary of Decision O'Driscoll / Wright

Executive Summary

The purpose of this report is to provide a Summary of Decision to finalise the matter of two Code of Conduct complaints received by Council regarding an alleged Breach of Council Code of Conduct.

Complainant: Mr Philip O'Driscoll

Respondent: Councillor Rachael Wright

Recommendation

THAT Council receive and note the Breach of Code of Conduct – Summary of Decision report.

Background

Council received an allegation of Breach of Council Code of Conduct:

16 June 2022 Complainant Mr Philip O'Driscoll
 Respondent Councillor Rachael Wright

Council have followed the necessary procedures outlined in the Local Government Act NT 2019, the Local Government (General) Regulations and Litchfield Council's Policies GOV19 Breach of Code of Conduct and EM02 Councillor Code of Conduct.

As per section 51(2) of the *Local Government (General) Regulations 2021*:

51(2) The following information is no longer confidential after the complaint has been decided:

- (a) a decision notice in relation to the complaint;
- (b) a report of proceedings or findings of the complaint including a summary of decision under regulation 80 or 81.

Links with Strategic Plan

Performance - An Effective and Efficient Organisation

Legislative and Policy Implications

Local Government Act NT 2019
Local Government (General) Regulations 2021
GOV19 Breach of Code of Conduct Policy
EM02 Councillor Code of Conduct Policy

Risks

Nil.

Community Engagement

N/A.



ATTACHMENT A

SUMMARY OF DECISION
CODE OF CONDUCT

Details

Date of decision: 16 August 2022
 Complainant: Mr Philip O'Driscoll
 Respondent: Councillor Rachael Wright
 Local Government Council: Litchfield Council
 Reference: Council's Police EM02 Councillor Code of Conduct

Determination

	Summary of Complaint	Breaches established	Council Motion
1	The Complainant has alleged that the respondent breached Code Of Conduct with her Facebook post, specifically at 1, 2, 3, 4, 8, 10 and 11.	4.1.2 Honesty and integrity	<p>THAT Council:</p> <ol style="list-style-type: none"> 1. note the findings and advice provided by Willoughby and Associates in relation to the Breach of Council Code of Conduct complaint against Councillor Rachael Wright. 2. decide that the respondent did not contravene the council's code of conduct; 3. provide a decision notice to the complainant and the respondent which includes any right the person to whom the notice is to be given has, under the <i>Local Government Act 2019</i> or another Act, to apply for a review of the decision.



COUNCIL REPORT

Agenda Item Number:	14.02.06
Report Title:	Chief Executive Officer's Performance Appraisal and Remuneration Review Committee – Terms of Reference - Amendment
Author and Recommending Officer:	Stephen Hoyne, Chief Executive Officer
Meeting Date:	13/12/2022
Attachments:	A: Terms of Reference - Amended

Executive Summary

The report is presented to Council to amend the current Terms of Reference for the Chief Executive Officer's Performance Appraisal and Remuneration Review Committee.

Recommendation

THAT Council adopt the amended Terms of Reference for the Chief Executive Officer's Performance Appraisal and Remuneration Review Committee as per Attachment A to the report.

Background

In accordance with section 59 of the *Local Government Act 2019*, the Mayor must lead the Council to undertake regular reviews of the performance of the Chief Executive Officer (CEO). To meet this requirement, Litchfield Council has a Chief Executive Performance Appraisal and Remuneration Committee (Committee) that conducts regular reviews of the CEO's performance against set objectives.

At the Council meeting held on 29 September 2021, Council adopted the Committee's terms of reference and appointed four members to the Committee.

The current Terms of Reference includes the following clause:

Membership

The Committee shall comprise of four members plus an independent facilitator / consultant.

Council have received advice from the Local Government Division, Department of the Chief Minister and Cabinet that there is no requirement for a third party to be part of the Committee. Therefore, it is proposed that the terms of reference are amended by removing the requirement of having an independent consultant on the committee.

An independent consultant on the Committee can be a costly exercise that may overcomplicate processes and provide minimal additional value. Removing this requirement, provides the Committee with more flexibility to carry out their required functions.

Further to this, the Chief Executive Officer Performance Appraisal and Remuneration Review Committee met on 30 November 2022 and made the following recommendations to amend the Terms of Reference:

THAT the Committee recommends to Council the following amendments to its Terms of Reference:

Meetings

Amend the first sentence to read "The Committee shall meet as required, but at least once annually, and when requested by Council."

Chairperson

- (a) *Amend the sentence to read: "The Chairperson shall be the Mayor or a delegate of the Mayor".*
- (b) *Delete this sentence: "If the Chairperson is unable to attend a meeting the meeting will be rescheduled."*

Agenda papers

Amend the third paragraph to read: "Best endeavors should be made to allow the agenda and other documentation necessary for conducting a meeting to be available to Committee members at least four days before each meeting."

Voting

Amend the first sentence to "Each member of the Committee is required to vote."

These amendments have also been captured in the attached amended Terms of Reference.

Links with Strategic Plan

Performance - An Effective and Efficient Organisation

Legislative and Policy Implications

Section 59 of the *Local Government Act 2019*.

Risks

The risk of removing the requirement to have an independent consultant on the committee is low when taking into consideration that the committee has no delegated authority and cannot incur expenditure or bind Council in any way.

There is a moderate risk to Council, however, that there will be no employee relations expertise to provide guidance and support to the committee and/or Council in performance management of such a significant position.

Community Engagement

N/A.



Chief Executive Officer Performance Appraisal and Remuneration Review Committee Terms of Reference

Introduction

In accordance with section 59 of the Local Government Act 2019, the principal member's function includes *"to lead the council to undertake regular review of the performance of the CEO"*.

Purpose

The purpose of the Committee is to:

- Conduct a regular review of the CEO's performance against objectives; and
- To consider, in accordance with the CEO's Employment Contract, commensurate remuneration increases as agreed.

Definitions

For the purpose of these Terms of Reference:

- **Member** means a member of the Committee
- **Council** means the Litchfield Council

Status

This Committee is a Council Committee under Section 82 of the Local Government Act 2019. It is a Committee appointed by Council for the purpose set out above.

Delegations

The Committee has no delegated authority and cannot incur expenditure or bind Council.

The Committee may make recommendations to the Council. Recommendations of the Committee will be presented to the Council in written form, ~~accompanied by a report from the independent consultant.~~

Membership

The Committee shall comprise of four members ~~plus an independent facilitator / consultant.~~

Term of Appointment

The Elected Member (Ward Councillor) shall serve on the Committee for the term of Council unless Council decides otherwise.

Selection of Committee Members

Committee members will be appointed by Council.

Roles and Responsibilities of Members

- To response to correspondence from the independent facilitator / consultant;
- Plan and prepare for designated meetings arranged by the independent facilitator / consultant; and
- Actively participate in the discussion and decision-making process facilitated by the independent facilitator / consultant.

Vacancies

All Committee members are required to be formally appointed by Council.

Meetings

The Committee shall meet as required, but at least once annually, and when requested by Council. A schedule of Committee meetings shall be developed and agreed to by the Mayor, CEO and independent facilitator / consultant.

Chairperson

The Chairperson shall be the Mayor or a delegate of the Mayor.

~~If the Chairperson is unable to attend a meeting, the meeting will be rescheduled.~~

The Chairperson is responsible for the conduct of meetings, ensuring fair and equitable opportunities for views and opinions to be voiced and discussed by the Committee.

Responsibilities of the Chairperson include:

- Guiding the meeting according to the agenda and time available;
- Ensuring all discussion items end with a decision, action or definite outcome; and

- Reviewing the draft agenda and minutes before distribution.

Attendance at Meetings

Committee members are expected to attend all meetings, but illness, family matters or other good reasons may result in absences. The Secretary should be contacted to tender apologies, which will be recorded in the Minutes.

Quorum

A quorum shall consist of half of the members, plus one. If a quorum is not present within 20 minutes of the time appointed for the commencement of the meeting, the meetings shall lapse.

Secretariat Support

The secretary for meetings will be Mayor & CEO's Executive Assistant.

The Mayor & CEO's Executive Assistant will provide secretariat support including the preparation and distribution of agenda and minutes, including the recording of any decisions made by the Committee.

Agenda Papers

Prior to Committee meetings, an agenda is prepared. The agenda will set out the business to be dealt with at the meeting.

The Mayor & CEO's Executive Assistant, in consultation with the Chairperson, will prepare the agenda, however, all Committee members can nominate items of business to be included on the meeting agenda. A call for agenda items will be issued one week prior to the agenda distribution.

~~The agenda and other documentation necessary for conducting a meeting will be made available to Committee members at least five days before each meeting. Best endeavours should be made to allow the agenda and other documentation necessary for conducting a meeting, to be available to Council members at least four days before each meeting.~~

Meeting Protocol

The Committee shall adhere to normal meeting protocols.

Voting

Each member of the Committee is entitled to vote. The method for voting is a show of hands.

Conflict of Interest

A 'conflict of interest' is when a person has to make a decision on an issue in which they have, or are perceived to have, a personal interest or benefit in a specific outcome. The conflicts can often be based around financial matters (pecuniary interest) such as contracts or the terms and conditions of a rental.

Any committee members with a conflict of interest or perceived conflict of interest must declare the interest prior to discussion of the item.

'Disclosures of Interest' will be a standing item on the agenda.

Amendment

These Terms of Reference may be amended, varied or modified in writing by Council.



COUNCIL REPORT

Agenda Item Number:	14.03.01
Report Title:	Summary Planning and Development Report November 2022
Author:	Julie Hillier, Program Leader, Planning and Development
Recommending Officer:	James Morgan, Manager Infrastructure and Assets
Meeting Date:	13/12/2022
Attachments:	A: PA2022/0414 Litchfield Council LoC B: PA2022/0290 Litchfield Council LoC C: PA2022/0419 Litchfield Council LoC

Executive Summary

The purpose of this report is to provide to Council a summary of applications received, and comments provided, for the period of 1 November 2022 to 30 November 2022.

The following is a summary of all applications during the noted period.

Type of Application	No. Applications
Development Applications	3
Mining Applications	0
Sale, Lease, or Occupation of Crown Land Applications	0
Liquor Licence Applications	0
Water Licence Applications	0
Clearances for Development Conditions	2
Stormwater/Driveway Plan Reviews	12
Works Permits	11

Letters of comment for the noted development applications are provided for information in the attachments to this report.

Recommendation

THAT Council:

1. receive the Summary Planning and Development Report November 2022; and
2. note for information the responses provided to relevant agencies within Attachments A-C of this report.

Background

DEVELOPMENT APPLICATIONS

The *NT Planning Act* requires that all Development Applications within Council's municipality be advertised to Council for comment. Council assesses whether the application meets Council's requirements for roads, drainage, and waste collection and comments on the expected impact of the proposal on the amenity of Council's residents.

The following is a summary of all Development Applications received and comments provided during the noted period.

Council Outcome on Development Applications	No. Applications
Development applications supported, subject to normal Council conditions	3
Development applications supported, subject to specific issues being adequately addressed	0
Development applications not supported/objected to for reasons related to Council issues	0
Development applications objected to for reasons not directly related to Council issues	0
Note: Additional detail is provided below on all development applications.	

For all development applications, should the applications be approved by the consent authority, the applications may be subject to Council's normal Development Permit conditions in regard to areas of Council authority, including, but not necessarily limited to, access and stormwater drainage.

To find out more about upcoming applications being considered at a meeting by the consent authority and previous determinations on applications at a meeting you can view agendas and meeting minutes online here:

DCA meeting agendas: <https://dipl.nt.gov.au/committees/dca/meetings-and-agendas>

DCA meeting minutes: <https://dipl.nt.gov.au/committees/dca/minutes>

Development Applications supported, subject to normal Council conditions

The table below describes the Development Applications that are supported by Council.

Application Number, Address, and Attachment Reference	Purpose and Summary
PA2022/0414 Lot 11 (80) Gulnare Road, Bees Creek, Hundred of Strangways Attachment A	Dwelling-single within land subject to flooding <ul style="list-style-type: none">• The subject site has an area of 13.95 hectares and is within Zone RL (Rural Living).• The application seeks to construct a dwelling on land subject to flooding and requires consent by virtue of the flood overlay.• No new access is proposed.
PA2022/0290 65 Middle Arm Road, (Section 02932), Weddell NT, Hundred of Strangways Attachment B	Revised application: Dwelling-single and ancillary outbuilding (shed) <ul style="list-style-type: none">• The subject site has an area of 8.01 hectares and is within Zone FD (Future Development).• The proposal seeks approval for a dwelling-single and ancillary outbuilding (shed) within Zone FD.• The applicant revised the proposal to remove adjoining Sections 4561 and 2933, Hundred of Strangways from the application and propose a new access off Middle Arm Road to the site.
PA2022/0419 Lot 52 (80) Macintyre Road, Howard Springs, Hundred of Bagot Attachment B	Home Based Businesses (storage of vehicles and machinery) including storage of more than 3 vehicles and occupying a site area exceeding 200m ² <ul style="list-style-type: none">• The subject site has an area of 2.3ha and is within Zone RL (Rural Living).• The proposal seeks retrospective approval for 'Home Based Businesses' in relation to the use of the site for the storage of vehicles and machinery associated with two private businesses run by the landowner, NT Custom Sheds and NT Site Solutions, one of which is due to be sold (NT Custom Sheds).• The majority of the machinery and vehicles associated with the Home-Based Businesses will be able to be stored in the existing shed and include a tipper and trailer, truck with two side tipper trailers, two skid steers, two excavators and a loader.• The external laydown area is primarily to be used for the loading / unloading of the machinery onto the vehicles, rather than as additional storage space.• The plans submitted identify the existing two crossovers, which do not meet Council standards.

ASSESSMENT OF PLANS/REPORTS/DRAWINGS FOR CLEARANCE OF DEVELOPMENT PERMIT CONDITIONS

Council reviews plans, reports, and drawings as part of the process to clear conditions on Development Permits to ensure that the proposals meet Council requirements and will not have adverse effects upon neighbouring properties or Council assets. Examples include driveway crossover plans, stormwater drainage plans, environmental management reports, traffic impact assessments, and infrastructure designs. The following table notes the number of requests for assessment received by Council for clearance of conditions for plans/ reports/drawings during the noted period.

No. Requests for Assessment of Plans/Reports/Drawings for Clearance of Development Permit Conditions
2

STORMWATER DRAINAGE AND/OR DRIVEWAY CROSSOVER APPLICATIONS FOR BUILDING CERTIFICATION

Council reviews stormwater drainage plans and driveway crossovers for structures requiring building certification to ensure that the proposals meet Council requirements and will not have adverse effects upon neighbouring properties or Council assets. The following table notes the number requests for assessment for building certification that Council received during the noted period.

No. Building Certification Applications
12

WORKS PERMIT APPLICATIONS

Council reviews Works Permit applications for all works undertaken by external parties within Council's road reserve to ensure the works meet Council requirements and will not have adverse effects upon the public using the road reserve or Council assets. The following table notes the number of Works Permit applications received by Council during the noted period.

Application Date Received	Proposed Works Start Date	Location of Works Permit Application	Purpose of works
7/11/2022	30/11/2022	Golding Road, Acacia Hills	Upgrade power for overhead works
7/11/2022	29/11/2022	William Road, Berry Springs	PSU switch install and removal to enable overhead works
11/11/2022	17/11/2022	Trippe Road, Humpty Doo	Power Pole Service Maintenance EWP on Road work up pole top
11/11/2022	28/11/2022	Newbald Close, Howard Springs	Power Pole service maintenance EWP on road works up pole top
18/11/2022	1/12/2022	Edelsten Road, Howard Springs	Service Replacement
21/11/2022	6/12/2022	Lorikeet Drive, Herbert	Transformer Replacement PWC
21/11/2022	30/11/2022	Willard Road	Service Connection completed over 2 days
21/11/2022	7/12/2022	Stow Road, Howard Springs	Power Pole Earthing repairs EWP on site

23/11/2022	13/12/2022	Kennedy Road, Humpty Doo	Power Pole works install riser using EWP
23/11/2022	14/12/2022	Menaja Road, Howard Springs	Power Pole works over 2 days
23/11/2022	12/12/2022	Morgan Road, Howard Springs	Installation of water services

Links with Strategic Plan

Prosperity - Our Economy and Growth

Legislative and Policy Implications

Not applicable to this report.

Risks

Nil identified.

Community Engagement

Not applicable.



Attachment A

18 November 2022

Development Assessment Services
Department of Infrastructure, Planning and Logistics
GPO Box 1680
Darwin NT 0801

RE: Letter of Comment Development Application – dwelling-single within land subject to flooding

PA2022/0414 – Lot 11 (80) Gulnare Road, Bees Creek, Hundred of Strangways

Thank you for the Development Application concerning the above. This letter may be tabled at Litchfield Council's next Council Meeting. Should this letter be varied or not endorsed by Council, you will be advised accordingly.

Council notes that access to the proposed dwelling is proposed over an existing creek crossing. The owner must ensure that any development on the land does not increase flooding of Gulnare Road.

Council does not object to the granting of a Development Permit, and should the application be approved, the Council requests the following conditions be included as Conditions in any Development Permit issued by the consent authority:

- a) Prior to the commencement of works, a schematic plan demonstrating the on-site collection of stormwater and/or its discharge into Litchfield Council's stormwater drainage system shall be submitted to and approved by Litchfield Council.

Should the application be approved, the following notes are recommended for inclusion in any Development Permit issued by the consent authority:

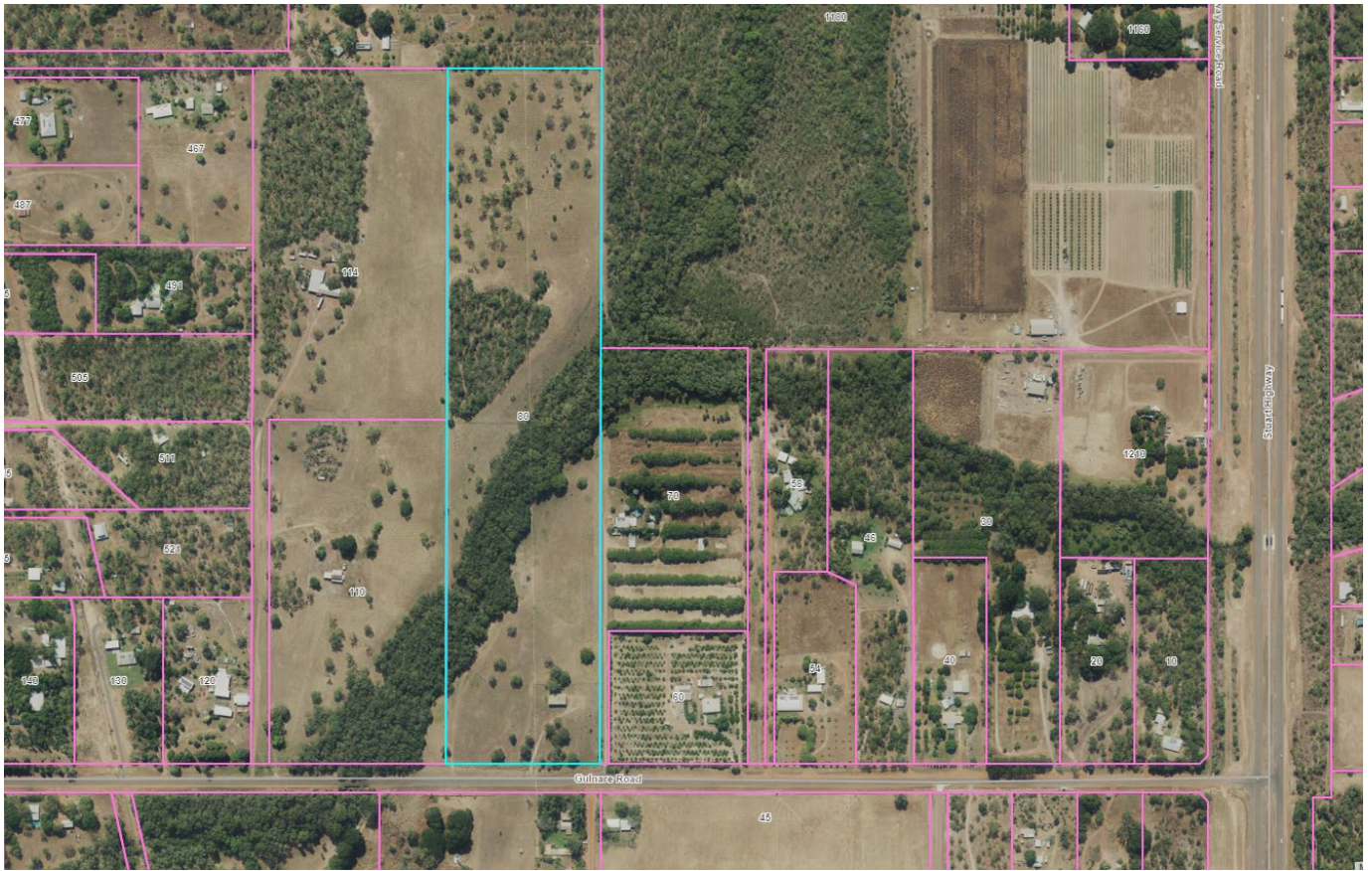
- a) Litchfield Council's current Fees and Charges may apply to the above conditions. Additional information can be found at www.litchfield.nt.gov.au.
- b) A *Works Permit* is required from Litchfield Council before commencement of any work within the road reserve.

If you require any further discussion in relation to this application, please contact Litchfield Council on 08 8983 0600.

Yours faithfully



Planning and Development Program Leader
Infrastructure and Assets





Attachment B

22 November 2022

Development Assessment Services
Department of Infrastructure, Planning and Logistics
GPO Box 1680
Darwin NT 0801

RE: Letter of Comment Development Application – dwelling-single

PA2022/0290 – 65 Middle Arm Road, (Section 02932), Weddell NT, Hundred of Strangways

Thank you for the revised Development Application referred to this office on 17 November 2022 concerning the above.

There are no changes to the advice provided by Litchfield Council on 9 September 2022 as a result of the revised application.

If you require any further discussion in relation to this application, please contact Litchfield Council on 08 8983 0600.

Yours faithfully

Julie Hillier
Planning and Development Program Leader
Infrastructure and Assets





25 November 2022

Attachment C

Development Assessment Services
Department of Infrastructure, Planning and Logistics
GPO Box 1680
Darwin NT 0801

RE: PA2022/0419 – Lot 52 (80) Macintyre Road, Howard Springs, Hundred of Bagot: Development Application for the purpose of Home Based Businesses (storage of vehicles and machinery) including storage of more than 3 vehicles and occupying a site area exceeding 200m²

Thank you for the Development Application concerning the above. This letter may be tabled at Litchfield Council's next Council Meeting. Should this letter be varied or not endorsed by Council, you will be advised accordingly.

Litchfield Council notes that the application is to seek consent for an existing unlawful use and that there are no development plans associated with the proposal, however the existing crossovers do not meet the driveway access approval previously granted by Litchfield Council or the Council's Development and Subdivision Standards.

Litchfield Council does not object to the granting of a Development Permit and should the application be approved, the Council requests that prior to the endorsement of plans, the proponent shall obtain crossover approval to the standards of Litchfield Council. Additional information can be found at www.litchfield.nt.gov.au.

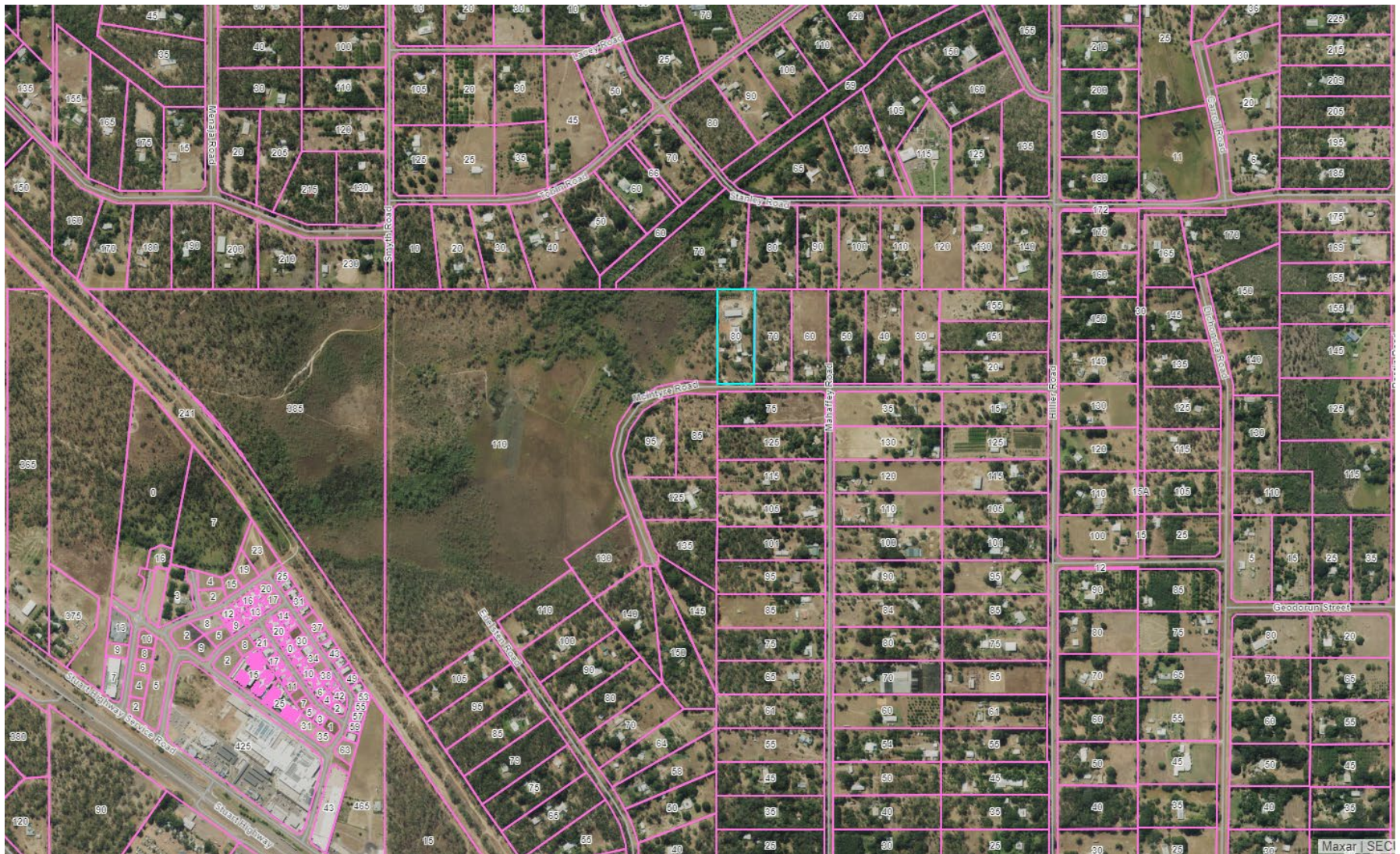
Should the application be approved, the following notes are recommended for inclusion in any Development Permit issued by the consent authority:

- a) Litchfield Council's current Fees and Charges may apply to the above condition. Additional information can be found at www.litchfield.nt.gov.au.
- b) A *Works Permit* is required from Litchfield Council before commencement of any work within the road reserve.

If you require any further discussion in relation to this application, please contact Litchfield Council on 08 8983 0600.

Yours faithfully

Julie Hillier
Planning and Development Program Leader
Infrastructure and Assets





COUNCIL REPORT

Agenda Item Number:	14.03.02
Report Title:	Policy Reviews
Author:	James Morgan, Manager Infrastructure and Assets
Recommending Officer:	Stephen Hoyne, Chief Executive Officer
Meeting Date:	13/12/2022
Attachments:	A: DRAFT INF05 Sealing of Roads Policy B: DRAFT INF03 Roadside Memorials and Monuments Policy C: DRAFT INF02 Driveway Crossovers Policy D: DRAFT GOV12 Land Acquisition Policy E: Tracked Changes

Executive Summary

The purpose of this report is to present to Council the following draft policies:

- INF05 Sealing of Roads;
- INF03 Roadside Memorials and Monuments;
- INF02 Driveway Crossovers; and
- GOV12 Land Acquisition.

Recommendation

THAT Council:

1. adopt policy INF05 Sealing of Roads, at Attachment A;
2. adopt policy INF03 Roadside Memorials and Monuments, at Attachment B;
3. adopt policy INF02 Driveway Crossovers, at Attachment C;
4. adopt GOV12 Land Acquisition Policy, at Attachment D; and
5. authorise the Chief Executive Officer to make minor amendments.

Background

The current Council policies, at Attachment A, B, C and D are due to be reviewed. The policies have now been reviewed with the following minor adjustments:

Policy	Amendments
INF05 Sealing of Roads	Minor formatting and no content changes.
INF03 Roadside Memorials and Monuments	Minor formatting and content changes.
INF02 Driveway Crossovers	Minor formatting and name change of works permit as per Development and Subdivision Standards.

GOV12 Land Acquisition Policy	Minor formatting and no content changes.
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Tracked changes of the policies can be seen at Attachment E.

Links with Strategic Plan

Places - Roads and Infrastructure

Legislative and Policy Implications

Policies are compliant and aligned with:

- Local Government Act 2019.
- Land Acquisition Act 1978.
- Litchfield Council Development and Subdivision Standards.

Risks

Nil identified.

Community Engagement

Not applicable.

Sealing of Roads **INF05**

Name	INF05 Sealing of Roads
Policy Type	Council
Responsible Officer	Manager Infrastructure and Assets
Approval Date	13/12/2022
Review Date	12/12/2026

1. Purpose

This policy articulates Council's vision for its road network and the circumstances under which a road will be sealed.

2. Scope

This policy applies to all roads identified pursuant to Part 12.3 of the *Local Government Act (Act)*.

3. Definitions

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

Carriageway	Refers to the portion of the road on which vehicles travel.
Road	Refers to all roads within under Council control identified pursuant to Part 12.3 of the <i>Local Government Act</i> , which refers to the road reserve in its entirety.
Sealed Road	Refers to the carriageway of a road that is covered in asphalt or bitumen seal.
Unsealed Road	Refers to the carriageway of a road that is not covered in asphalt or bitumen seal.

4. Policy Statement

4.1. All roads within the municipality should be sealed, with prioritisation for sealing of unsealed roads being evaluated and weighted against the following criteria:

- 4.1.1. Number of properties directly serviced by the road
- 4.1.2. Connectivity provided by the road to other roads within the municipality
- 4.1.3. Safety of the current state of the road in an unsealed manner
- 4.1.4. Access to external funding for sealing
- 4.1.5. Economic stimulus benefits to the municipality
- 4.1.6. Accessibility in an unsealed state

4.1.7. Effect of sealing on Council's current maintenance system

4.1.8. Importance to the locality.

4.2. Council may, pursuant to *Section 238 Special Rates* of the Act, apply an amount for each allotment to defray the cost of sealing a road, or part thereof, where there is a public benefit.

5. Associated Documents

Litchfield Council Development and Subdivision Standards

6. References and Legislation

Northern Territory Local Government Act 2019

7. Review History

Date Reviewed	Description of changes (Inc Decision No. if applicable)
12/11/2008	Approved.
22/05/2012	Updated.
28/02/2018	Updated including update to new template and policy number
16/08/2021	Minor administrative changes made, including formatting and new regulation titles. Policy review date to remain the same.
13/12/2022	Scheduled policy review, minor format changes and no content changes.

Roadside Memorials and Roadside Monuments **INF03**

Name	INF03 Roadside Memorials and Roadside Monuments
Policy Type	Council
Responsible Officer	Manager Infrastructure and Assets
Approval Date	13/12/2022
Review Date	12/12/2026

1. Purpose

This policy sets out what are considered as acceptable roadside memorials and roadside monuments and the conditions under which a memorial or monument can be placed on a Council road.

2. Scope

This policy applies to all roadside memorials and roadside monuments within the municipality on Council roads.

3. Definitions

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

Council Road	Refers to a road as defined pursuant to Part 12.3 of the <i>Local Government Act 2019</i> .
Responsible Party	Refers to the individual applying for the installation of and holding long-term responsibility for a roadside memorial.
Road	Refers to the road reserve, that is the area of land between the boundaries facing properties that include roadways, footpaths and landscaping, as well as any Council off-street car parks.
Roadside	Refers to the area of the road reserve that is not part of the vehicle carriageway or road shoulders.
Roadside Memorial	Refers to items temporarily placed within Council's road reserve in order to memorialise an individual following a fatal road crash within the municipality.
Roadside Monument	Refers to a permanent plaque placed within Council's road reserve in order to memorialise an individual following a fatal road crash within the municipality.

4. Policy Statement

- 4.1. This policy ensures that any roadside memorials and roadside monuments are placed in a safe area within the road reserve so as not to obstruct the use of the road by pedestrians, cyclists, or motorists, whilst being sensitive to the views of direct property owners, neighbours, and families.
- 4.2. A roadside memorial or roadside monument will only be considered for a fatal road crash within the municipality.

4.3. Requirements

- 4.3.1. Only one roadside memorial or roadside monument will be permitted per fatality.
- 4.3.2. A responsible party shall make a written application to Council for a Roadside Memorial or Roadside Monument Permit. The application shall include details of the proposed memorial design. Should the responsible party for the roadside memorial wish to alter the memorial in any way, the responsible party must amend their original application and seek approval from Council to ensure the alterations are in accordance with this policy.
- 4.3.3. The cost of any roadside memorial or roadside monument is the responsibility of the responsible party.
- 4.3.4. Roadside memorials will be considered for installation for a period of 14 months. Roadside monuments will be considered for permanent installation.
- 4.3.5. Roadside memorials may consist of a plaque or religious symbol and shall adhere to the following design requirements to ensure the safety of road users and to ensure the memorial is not a visual distraction to road users:
 - 4.3.5.1. Constructed from pieces of timber 40mm x 19mm.
 - 4.3.5.2. Have dimensions of not more than 600mm above ground level or 400mm wide.
 - 4.3.5.3. Painted white and be non-reflective.
 - 4.3.5.4. Located preferably within 1m of a property boundary, while ensuring sensitivity to neighbouring property owners.
 - 4.3.5.5. Located at least 1m from the line of any guidepost and from the edge of any driveway crossover or footpath.
 - 4.3.5.6. Not be located:
 - where they may obstruct the role of any traffic control item;
 - on traffic islands, medians, or roundabouts;
 - within 30m of traffic signals,
 - on any roadside structure, or

- in close proximity to residential dwellings,
- 4.3.5.7. Not include memorabilia such as artificial flowers, toys, pot plants, shoes, clothing, glass of any kind, drink cans, etc.
- 4.3.5.8. Not include any footings, decorative kerbing, rocks, bricks, or fencing.
- 4.3.6. Roadside monuments are required to be a plaque mounted on a concrete footing flush with the ground surface.

4.4. Installation

- 4.4.1. Council may install or assist in the installation of approved roadside memorials and roadside monuments, ensuring placement in accordance with Council requirements. Should the responsible party undertake installation of the roadside memorial or roadside monument, a Works within a Road Reserve Permit must be obtained from Council to ensure the safety of the individual and other road users.

4.5. Maintenance

- 4.5.1. Council does not accept responsibility for the maintenance of any roadside memorial or roadside monument, or the loss, damage, removal, or relocation of roadside memorials or roadside monument that may occur due to road maintenance, construction activities, or vandalism.
- 4.5.2. Council will continue to perform all construction and maintenance works required within road reserves that contain roadside memorials and roadside monuments. Where works may affect the ground on which an approved roadside memorial or roadside monument is located, the memorial or monument will be carefully shifted away from the area for the duration of works and then reinstated as close as practical to the original location at the conclusion of works.
- 4.5.3. Should the responsible party wish to undertake maintenance works on the roadside memorial or roadside monument, a Works within a Road Reserve Permit must also be obtained from Council to ensure the safety of the individual and other road users.

4.6. Removal Procedure

- 4.6.1. Any roadside memorial presenting a safety hazard, any unapproved roadside memorials, roadside memorials installed not in compliance with this policy, and roadside memorials in a poor state of repair will be removed by Council without notice.
- 4.6.2. For all other approved roadside memorials, approval from Council will be considered to be valid for 14 months, at the expiration of which, a notice will be placed on the memorial indicating that the responsible party has 30 days to remove the memorial or it will be removed by Council at the end of the 30 days.
- 4.6.3. Roadside monuments may be removed due to required changes in road design that conflict with the placement of the monument; however, effort will be made to maintain the monument as far as possible.

4.7. Memorial Register

- 4.7.1. A Memorial Register will be maintained containing contact details for the person responsible for the erection of the roadside memorial.

5. Associated Documents

Nil.

6. References and Legislation

Northern Territory Local Government Act 2019

7. Review History

Date Reviewed	Description of changes (Inc Decision No. if applicable)
28/01/2009	Approved
11/10/2012	Reviewed and Approved.
17/01/2018	Updated.
13/12/2022	Scheduled policy review, minor content and formatting changes made.

Driveway Crossovers INF02



Name	INF02 Driveway Crossovers
Policy Type	Council
Responsible Officer	Manager Infrastructure and Assets
Approval Date	13/12/2022
Review Date	12/12/2026

1. Purpose

This policy ensures that the owner of land that requires a driveway crossover has a properly located, constructed, and maintained driveway crossover.

2. Scope

This policy applies to all driveway crossovers on Council roads within the municipality.

3. Definitions

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

Driveway Crossover	The vehicular accessway from the road carriageway to the property boundary.
Road	Refers to the road reserve, that is the area of land between the boundaries facing properties that include roadways, footpaths and landscaping, as well as any Council off-street car parks.

4. Policy Statement

4.1. The following principles apply to driveway crossovers:

- 4.1.1. Pedestrian Safety: To minimize the number of locations where a vehicle is required to cross a footpath into a street.
- 4.1.2. Open spaces/vegetation: To minimize the number of driveway crossovers within landscaping strips to provide better opportunities for streetscape planting.
- 4.1.3. Drainage: To minimize the amount of stormwater run-off from impervious areas from within private property and to ensure unimpeded flow for existing roadside drainage.
- 4.1.4. On-street Parking: To ensure that local residents and businesses have the best possible access to available on-street parking.
- 4.1.5. Traffic Safety: To maximise traffic safety by ensuring that new or modified driveway crossovers do not conflict with road traffic and visibility and are sufficient and suitable to safely manoeuvre vehicles in and out of the property.

4.2. Application

- 4.2.1. An application for a driveway crossover shall be lodged in accordance with Council's Development and Subdivision Standards and Council's Works Permits.

4.3. Construction

- 4.3.1. Driveway crossovers shall be located and constructed in accordance with Council's Development and Subdivision Standards and all requirements associated with Council's Works Permits.
- 4.3.2. Applicants requesting a driveway crossover are responsible for all costs associated with the construction of a driveway crossover.

4.4. Maintenance

- 4.4.1. Council will maintain one primary driveway crossover, including associated culverts and headwalls, per property, provided the driveway crossover is constructed to Council's standards. All other driveway crossovers, including associated culverts and headwalls, shall be the responsibility of the owner of the property served by the driveway.

4.5. Removal

- 4.5.1. Where works on a property involve the relocation or closure of an existing driveway crossover, any redundant part of the driveway crossover shall be required to be removed, and the kerb, drain, footpath, landscaping, or other part of the road reserve reinstated, to the satisfaction of Council, at no cost to Council.

5. Associated Documents

Litchfield Council Development and Subdivision Standards

Litchfield Council Works Permit

6. References and Legislation

Northern Territory Local Government Act 2019

7. Review History

Date Reviewed	Description of changes (Inc Decision No. if applicable)
12/08/2009	Approved
17/01/2018	Updated.
14/11/2022	Scheduled policy review. Changes included minor formatting and name change of works permit as per Development and Subdivision Standards.

Land Acquisition **GOV12**

Name	GOV12 Land Acquisition
Policy Type	Council
Responsible Officer	Chief Executive Officer
Approval Date	13/12/2022
Review Date	12/12/2026

1. Purpose

The purpose of this policy is to promote informed decision-making and provide a set of criteria against which to assess land acquisition.

2. Scope

This policy applies to decisions of Council with regards to acquisition of land, excluding compulsory acquisition of land under the *Local Government Act 2019* and/or *Lands Acquisition Act 1978*.

3. Definitions

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

Interest	in relation to land, means: (a) a legal or equitable estate or interest in the land; or (b) an easement, right, power or privilege in, under, over, affecting or in connection with land.
Land	Land (including the seabed) within the limits of Litchfield Council and includes an interest in land.

4. Policy Statement

4.1. Properties are to be identified taking into consideration the purpose for which the site needs to be acquired, the strategic nature of such properties, and the value that such properties have to the community. Acquisition of properties shall be evaluated using the following principles:

- 4.1.1. Probity
- 4.1.2. Statutory compliance
- 4.1.3. Commercial maximisation, flexibility and confidentiality
- 4.1.4. Transparency of process
- 4.1.5. Achievement of specific policy outcomes of Council.

4.2. Land Acquisition Assessment

4.2.1. Council shall acquire land only after development and assessment of a sound business case that includes, but is not limited to, assessment of the following criteria:

4.2.1.1. Site condition and suitability, including, but not limited to:

- Physical site characteristics
- Zoning of the land
- Current use and existing structures on the site
- Property contamination
- Cultural heritage/native title issues

4.2.1.2. Independent valuation of the land

4.2.1.3. Community benefit and demand

4.2.1.4. Priorities of Council

4.2.1.5. Potential financial benefit

4.2.1.6. Cost of initial acquisition

4.2.1.7. Assessment of long-term maintenance costs for the land

4.2.1.8. Availability of funding for the purchase and ongoing maintenance costs

4.2.1.9. Risk, including undue financial implications for Council and risk of acquisition opportunity being lost or rendered unsuitable for intended use.

4.2.2. Council recognises that acceptance of land necessarily incurs on-going maintenance costs for the land.

4.2.3. When, for any purpose, it is not necessary for Council to take the whole estate in any land, but it is sufficient for such purpose to take an easement, an easement can be taken and the provisions of this policy apply, where applicable.

4.3. Conditions of Acceptance of Land

4.3.1. Land is to be properly vested in Council.

4.3.2. Council is to be granted freehold title to the land, where title rights exist, unless otherwise negotiated for former Crown Land.

4.3.3. Land is to be free of rubbish and debris.

4.3.4. Land is to be free of declared weeds and containing appropriate fire breaks on all boundaries.

4.3.5. For undeveloped Crown Land, a water, power, and sewer service of a size to adequately service the area will be provided at the boundary, where available and appropriate.

4.3.6. For developed Crown Land, the development shall be provided at a standard agreed upon by Council and Government.

4.3.7. For private land, the land shall be developed in accordance with Council's Development and Subdivision Standards and shall be provided at a standard agreed upon by the Council and the private land owner.

4.4. Compulsory Acquisition

4.4.1. Section 263(2) of the *Local Government Act 2019* provides the Minister administering the *Lands Acquisition Act 1978* the ability to, upon arrangement with a council, compulsorily acquire land for that council, under the *Lands Acquisition Act 1978*.

5. Associated Documents

Litchfield Council Development and Subdivision Standards

6. References and Legislation

Northern Territory Local Government Act 2019

Northern Territory Lands Acquisition Act 1978

7. Review History

Date Reviewed	Description of changes (Inc Decision No. if applicable)
16/05/2018	New policy, rescinding policies LC17 and LC37 (Decision number 1718/230)
11/08/2021	Minor administrative changes made, including formatting and new regulation titles. Policy review date to remain the same.
13/12/2022	Scheduled policy review, minor formatting changes and no content changes made.

Sealing of Roads **INF05**

Name	INF05 Sealing of Roads
Policy Type	Council
Responsible Officer	<u>Manager Infrastructure and Assets</u>
Approval Date	<u>28/02/2018</u> <u>13/12/2022</u>
Review Date	<u>27/02/2022</u> <u>12/12/2026</u>

1. Purpose

This policy articulates Council's vision for its road network and the circumstances under which a road will be sealed.

2. Scope

This policy applies to all roads identified pursuant to Part 12.3 of the *Local Government Act (Act)*.

3. Definitions

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

Carriageway	Refers to the portion of the road on which vehicles travel.
Road	Refers to all roads within under Council control identified pursuant to Part 12.3 of the <i>Local Government Act</i> , which refers to the road reserve in its entirety.
Sealed Road	Refers to the carriageway of a road that is covered in asphalt or bitumen seal.
Unsealed Road	Refers to the carriageway of a road that is not covered in asphalt or bitumen seal.

4. Policy Statement

~~4.1.~~ All roads within the municipality should be sealed, with prioritisation for sealing of unsealed roads being evaluated and weighted against the following criteria:

~~4.1.~~

~~4.1.1.~~ Number of properties directly serviced by the road

~~4.1.1.~~

~~4.1.2.~~ Connectivity provided by the road to other roads within the municipality

~~4.1.2.~~

~~4.1.3.~~ Safety of the current state of the road in an unsealed manner

4.1.3.

4.1.4. Access to external funding for sealing

4.1.4.

4.1.5. Economic stimulus benefits to the municipality

4.1.5.

4.1.6. Accessibility in an unsealed state

4.1.6.

4.1.7. Effect of sealing on Council's current maintenance system

4.1.7.

4.1.8. Importance to the locality.

4.2. Council may, pursuant to "*Section 238 —Special Rates*" of the Act, apply an amount for each allotment to defray the cost of sealing a road, or part thereof, where there is a public benefit.

5. Associated Documents

Litchfield Council Development and Subdivision Standards

6. References and Legislation

Northern Territory Local Government Act 2019

7. Review History

Date Reviewed	Description of changes (Inc Decision No. if applicable)
12/11/2008	Approved.
22/05/2012	Updated.
28/02/2018	Updated including update to new template and policy number
16/08/2021	Minor administrative changes made, including formatting and new regulation titles. Policy review date to remain the same.
<u>14/11/2022</u>	<u>Scheduled policy review, minor format changes and no content changes.</u>



Roadside Memorials and Roadside Monuments **INF03**

Name	INF03 Roadside Memorials and Roadside Monuments
Policy Type	Council
Responsible Officer	Manager Infrastructure and Assets 17/01/2018 Director of Infrastructure and Operations
Approval Date	17/01/2018 13/12/2022 17/01/2018
Review Date	16/01/2022 12/12/2026 16/01/2022

1. Purpose

This policy sets out what are considered as acceptable roadside memorials and roadside monuments and the conditions under which a memorial or monument can be placed on a Council road.

2. Scope

This policy applies to all roadside memorials and roadside monuments within the municipality on Council roads.

3. Definitions

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

Council Road	Refers to a road as defined pursuant to Part 12.3 of the <i>Local Government Act 2019</i> .
Responsible Party	Refers to the individual applying for the installation of and holding long-term responsibility for a roadside memorial.
Road	Refers to the road reserve, that is the area of land between the boundaries facing properties that include roadways, footpaths and landscaping, as well as any Council off-street car parks.
Roadside	Refers to the area of the road reserve that is not part of the vehicle carriageway or road shoulders.
Roadside Memorial	Refers to items temporarily placed within Council's road reserve in order to memorialise an individual following a fatal road crash within the municipality.
Roadside Monument	Refers to a permanent plaque placed within Council's road reserve in order to memorialise an individual following a fatal road crash within the municipality.

4. Policy Statement

~~4.1.~~ This policy ensures that any roadside memorials and roadside monuments are placed in a safe area within the road reserve so as not to obstruct the use of the road by pedestrians, cyclists, or motorists, whilst being sensitive to the views of direct property owners, neighbours, and families.

~~4.1.~~

~~4.1.~~ **Eligibility for Roadside Memorial or Roadside Monument**

~~4.2.~~ A roadside memorial or roadside monument will only be considered for a fatal road crash within the municipality.

~~4.2.~~

~~4.2.4.3.~~ **Requirements**

~~4.2.1.4.3.1.~~ Only one roadside memorial or roadside monument will be permitted per fatality.

~~4.2.2.4.3.2.~~ A responsible party shall make a written application to Council for a Roadside Memorial ____ or Roadside Monument Permit. The application shall include details of the proposed ____ memorial design. Should the responsible party for the roadside memorial wish to alter ____ the memorial in any way, the responsible party must amend their original application and seek approval from Council to ensure the alterations are in accordance with this policy.

~~4.2.3.4.3.3.~~ The cost of any roadside memorial or roadside monument is the responsibility of the ____ responsible party.

~~4.2.4.4.3.4.~~ Roadside memorials will be considered for installation for a period of 14 months. ____ Roadside monuments will be considered for permanent installation.

~~4.2.5.4.3.5.~~ Roadside memorials may consist of a plaque or religious symbol and shall adhere to the ____ following design requirements to ensure the safety of road users and to ensure the ____ memorial is not a visual distraction to road users:

~~4.2.5.1.4.3.5.1.~~ Constructed from pieces of timber 40mm x 19mm.

~~4.2.5.2.4.3.5.2.~~ Have dimensions of not more than 600mm above ground level or 400mm wide.

~~4.2.5.3.4.3.5.3.~~ Painted white and be non-reflective.

~~4.2.5.4.4.3.5.4.~~ Located preferably within 1m of a property boundary, while ensuring sensitivity ____ to neighbouring property owners.

~~4.2.5.5.4.3.5.5.~~ Located at least 1m from the line of any guidepost and from the edge of any driveway crossover or footpath.

~~4.2.5.6.4.3.5.6.~~ Not be located:

- where they may obstruct the role of any traffic control item;

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Roadside Memorials and Roadside Monuments **INF03**

- on traffic islands, medians, or roundabouts;
- within 30m of traffic signals,
- on any roadside structure, or
- in close proximity to residential dwellings,

~~4.2.5.7.4.3.5.7.~~ Not include memorabilia such as artificial flowers, toys, pot plants, shoes, clothing, ~~glass~~ of any kind, drink cans, etc.

~~4.2.5.8.4.3.5.8.~~ Not include any footings, decorative kerbing, rocks, bricks, or fencing.

~~4.2.6.4.3.6.~~ Roadside monuments are required to be a plaque mounted on a concrete footing flush ~~with~~ the ground surface.

~~4.3.~~ Installation

~~4.4.~~

~~4.4.1.~~ Council may install or assist in the installation of approved roadside memorials and ~~roadside~~ monuments, ensuring placement in accordance with Council requirements. Should the responsible party undertake installation of the roadside memorial or roadside ~~monument~~, a Works within a Road Reserve Permit must be obtained from Council to ensure the safety of the individual and other road users.

~~4.4.~~ Maintenance

~~4.5.~~

~~4.4.1.~~ Council does not accept responsibility for the maintenance of any roadside memorial or ~~roadside~~ monument, or the loss, damage, removal, or relocation of roadside memorials ~~or~~ roadside monument that may occur due to road maintenance, construction activities, ~~or~~ vandalism.

~~4.5.1.~~

~~4.4.2.~~ Council will continue to perform all construction and maintenance works required within ~~road~~ reserves that contain roadside memorials and roadside monuments. Where works ~~may~~ affect the ground on which an approved roadside memorial or roadside monument is located, the memorial or monument will be carefully shifted away from the area for the duration of works and then reinstated as close as practical to the original location at the ~~conclusion~~ of works.

~~4.5.2.~~

~~4.5.3.~~ Should the responsible party wish to undertake maintenance works on the roadside ~~memorial~~ or roadside monument, a Works within a Road Reserve Permit must also be obtained from Council to ensure the safety of the individual and other road users.

~~4.5.~~ Removal Procedure

~~4.6.~~

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Roadside Memorials and Roadside Monuments INF03

~~4.5.1.~~ Any roadside memorial presenting a safety hazard, any unapproved roadside memorials, roadside memorials installed not in compliance with this policy, and roadside memorials in a poor state of repair will be removed by Council without notice.

~~4.6.1.~~

~~4.5.2.~~ For all other approved roadside memorials, approval from Council will be considered to be valid for 14 months, at the expiration of which, a notice will be placed on the memorial indicating that the responsible party has 30 days to remove the memorial or it will be removed by Council at the end of the 30 days.

~~4.6.2.~~

~~4.6.3.~~ Roadside monuments may be removed due to required changes in road design that conflict with the placement of the monument; however, effort will be made to maintain the monument as far as possible.

~~4.6.~~ Memorial Register

~~4.7.~~

~~4.7.1.~~ A Memorial Register will be maintained containing contact details for the person responsible for the erection of the roadside memorial.

5. Associated Documents

Nil.

6. References and Legislation

Northern Territory Local Government Act [2019](#)

7. Review History

Date Reviewed	Description of changes (Inc Decision No. if applicable)
28/01/2009	Approved
11/10/2012	Reviewed and Approved.
17/01/2018	Updated.
1314/1241/2022	Scheduled policy review, minor content and formatting changes made.

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Roadside Memorials and Roadside Monuments **INF03**



Name	INF02 Driveway Crossovers
Policy Type	Council
Responsible Officer	Manager Infrastructure and Assets 21/03/2018 Director of Infrastructure and Operations
Approval Date	21/03/2018 13/12/2022 21/03/2018
Review Date	20/03/2022 12/12/2026 20/03/2022

1. Purpose

This policy ensures that the owner of land that requires a driveway crossover has a properly located, constructed, and maintained driveway crossover.

2. Scope

This policy applies to all driveway crossovers on Council roads within the municipality.

3. Definitions

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

Driveway Crossover	The vehicular accessway from the road carriageway to the property boundary.
Road	Refers to the road reserve, that is the area of land between the boundaries facing properties that include roadways, footpaths and landscaping, as well as any Council off-street car parks.

4. Policy Statement

~~4.1.~~ The following principles apply to driveway crossovers:

~~4.1.~~

~~4.1.1.~~ Pedestrian Safety: To minimize the number of locations where a vehicle is required to cross a footpath into a street.

~~4.1.1.~~

~~4.1.2.~~ Open spaces/vegetation: To minimize the number of driveway crossovers within landscaping strips to provide better opportunities for streetscape planting.

~~4.1.2.~~

~~4.1.3.~~ Drainage: To minimize the amount of stormwater run-off from impervious areas from within private property and to ensure unimpeded flow for existing roadside drainage.

~~4.1.3.~~

~~4.1.4.~~ On-street Parking: To ensure that local residents and businesses have the best possible access to available on-street parking.

~~4.1.4.~~

4.1.5. Traffic Safety: To maximise traffic safety by ensuring that new or modified driveway crossovers do not conflict with road traffic and visibility and are sufficient and suitable to safely manoeuvre vehicles in and out of the property.

~~4.2.~~ Application

~~4.2.~~

4.2.1. An application for a driveway crossover shall be lodged in accordance with Council's Development and Subdivision Standards and Council's Works ~~within a Road Reserve~~ Permits.

~~4.3.~~ Construction

~~4.4.4.3.~~

~~4.4.1.~~ Driveway crossovers shall be located and constructed in accordance with Council's Development and Subdivision Standards and all requirements associated with Council's Works ~~within a Road Reserve~~ Permits.

~~4.3.1.~~

~~4.4.2.4.3.2.~~ Applicants requesting a driveway crossover are responsible for all costs associated with the construction of a driveway crossover.

~~4.5.~~ Maintenance

~~4.4.~~

~~4.5.1.4.4.1.~~ Council will maintain one primary driveway crossover, including associated culverts and headwalls, per property, provided the driveway crossover is constructed to Council's standards. All other driveway crossovers, including associated culverts and headwalls, shall be the responsibility of the owner of the property served by the driveway.

~~4.6.~~ Removal

~~4.5.~~

~~4.6.1.4.5.1.~~ Where works on a property involve the relocation or closure of an existing driveway crossover, any redundant part of the driveway crossover shall be required to be removed, and the kerb, drain, footpath, landscaping, or other part of the road reserve reinstated, to the satisfaction of Council, at no cost to Council.

5. Associated Documents

Litchfield Council Development and Subdivision Standards

Litchfield Council Works ~~within a Road Reserve Permit~~Permit — ~~Works NOT Associated with a Development Permit~~

~~Litchfield Council Works within a Road Reserve Permit — Works Associated with a Development Permit~~

6. References and Legislation

Northern Territory Local Government Act 2019

7. Review History

Date Reviewed	Description of changes (Inc Decision No. if applicable)
12/08/2009	Approved
17/01/2018	Updated.
<u>14/11/2022</u>	<u>Scheduled policy review. Changes included minor formatting and name change of works permit as per Development and Subdivision Standards.</u>

Land Acquisition **GOV12**



Name	GOV12 Land Acquisition
Policy Type	Council
Responsible Officer	Chief Executive Officer
Approval Date	16/05/2018 13/12/2022
Review Date	15/05/2022 12/12/2026

1. Purpose

The purpose of this policy is to promote informed decision-making and provide a set of criteria against which to assess land acquisition.

2. Scope

This policy applies to decisions of Council with regards to acquisition of land, excluding compulsory acquisition of land under the [Local Government Act 2019](#) and/or [Lands Acquisition Act 1978](#).

3. Definitions

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

Interest	in relation to land, means: (a) a legal or equitable estate or interest in the land; or (b) an easement, right, power or privilege in, under, over, affecting or in connection with land.
Land	Land (including the seabed) within the limits of Litchfield Council and includes an interest in land.

4. Policy Statement

~~1.1.~~ Properties are to be identified taking into consideration the purpose for which the site needs to be acquired, the strategic nature of such properties, and the value that such properties have to the community. Acquisition of properties shall be evaluated using the following principles:

~~4.1.~~

~~4.1.1.~~ Probity

~~4.1.1.~~

~~4.1.2.~~ Statutory compliance

~~4.1.2.~~

~~4.1.3.~~ Commercial maximisation, flexibility and confidentiality

~~4.1.3.~~

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~~4.1.4.~~ Transparency of process

~~4.1.4.~~

4.1.5. Achievement of specific policy outcomes of Council.

4.2. Land Acquisition Assessment

~~4.2.1.~~ Council shall acquire land only after development and assessment of a sound business case that includes, but is not limited to, assessment of the following criteria:

~~4.2.1.~~

4.2.1.1. Site condition and suitability, including, but not limited to:

- Physical site characteristics
- Zoning of the land
- Current use and existing structures on the site
- Property contamination
- Cultural heritage/native title issues

4.2.1.2. Independent valuation of the land

4.2.1.3. Community benefit and demand

4.2.1.4. Priorities of Council

4.2.1.5. Potential financial benefit

4.2.1.6. Cost of initial acquisition

4.2.1.7. Assessment of long-term maintenance costs for the land

4.2.1.8. Availability of funding for the purchase and ongoing maintenance costs

4.2.1.9. Risk, including undue financial implications for Council and risk of acquisition
_____ opportunity being lost or rendered unsuitable for intended use.

4.2.2. Council recognises that acceptance of land necessarily incurs on-going maintenance costs for the land.

4.2.3. When, for any purpose, it is not necessary for Council to take the whole estate in any land, but it is sufficient for such purpose to take an easement, an easement can be taken and the provisions of this policy apply, where applicable.

4.3. Conditions of Acceptance of Land

4.3.1. Land is to be properly vested in Council.

- 4.3.2. Council is to be granted freehold title to the land, where title rights exist, unless otherwise negotiated for former Crown Land.
- 4.3.3. Land is to be free of rubbish and debris.
- 4.3.4. Land is to be free of declared weeds and containing appropriate fire breaks on all boundaries.
- 4.3.5. For undeveloped Crown Land, a water, power, and sewer service of a size to adequately service the area will be provided at the boundary, where available and appropriate.
- 4.3.6. For developed Crown Land, the development shall be provided at a standard agreed upon by Council and Government.
- 4.3.7. For private land, the land shall be developed in accordance with Council's Development and Subdivision Standards and shall be provided at a standard agreed upon by the Council and the private land owner.

4.4. Compulsory Acquisition

- 4.4.1. Section 263(2) of the *Local Government Act 2019* provides the Minister administering the _____ *Lands Acquisition Act 1978* the ability to, upon arrangement with a council, compulsorily _____ acquire land for that council, under the *Lands Acquisition Act 1978*.

5. Associated Documents

Litchfield Council Development and Subdivision Standards

6. References and Legislation

Northern Territory Local Government Act [2019](#)

Northern Territory Lands Acquisition Act [1978](#)

7. Review History

Date Reviewed	Description of changes (Inc Decision No. if applicable)
16/05/2018	New policy, rescinding policies LC17 and LC37 (Decision number 1718/230)
11/08/2021	Minor administrative changes made, including formatting and new regulation titles. Policy review date to remain the same.
14/11/2022	Scheduled policy review, minor formatting changes and no content changes made.



COUNCIL AGENDA

LITCHFIELD ORDINARY COUNCIL MEETING

Tuesday 13 December 2022

15 Other Business

16 Confidential Items

16.01 Confidential Meeting Minutes

16.02 Appointment of Risk Management Audit Committee Chair

This item is considered 'confidential' pursuant to Section 293(1) of the *Local Government Act 2019* and Section 51(1) of the *Local Government (General) Regulations 2021*.

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

16.03 Australia Day Awards Committee Confidential Recommendations 29 November 2022

This item is considered 'confidential' pursuant to Section 293(1) of the *Local Government Act 2019* and Section 51(1) of the *Local Government (General) Regulations 2021*.

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

16.04 Chief Executive Officer's Performance Appraisal and Remuneration Review Committee Meeting Recommendations – 30 November 2022

This item is considered 'confidential' pursuant to Section 293(1) of the *Local Government Act 2019* and Section 51(1) of the *Local Government (General) Regulations 2021*.

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

17 Close of Meeting