

**DARWIN CITY COUNCIL**

**THIRTY-SIXTH ORDINARY MEETING OF THE TWENTIETH COUNCIL**

**TUESDAY, 27 OCTOBER, 2009**

MEMBERS: The Right Worshipful, Lord Mayor, Mr G R Sawyer (Chairman); Member J D Bailey; Member R T Dee; Member R K Elix; Member H I Galton; Member G M Jarvis; Member G A Lambert; Member R Lesley; Member F P Marrone; Member A R Mitchell; Member K M Moir; Member J L Sangster; Member H D Sjoberg.

OFFICERS: Chief Executive Officer, Mr B P Dowd; Acting General Manager Corporate Services, Mr L Carroll; General Manager Infrastructure, Mr L Cercarelli; Acting General Manager Community & Cultural Services, Ms K Conway; Committee Administrator, Ms L Elmer.

***Enquiries and/or Apologies: Linda Elmer***  
***E-mail: [l.elmer@darwin.nt.gov.au](mailto:l.elmer@darwin.nt.gov.au)***  
***PH: 8930 0670***

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**1 LORD'S PRAYER****2 MEETING DECLARED OPEN****3 APOLOGIES AND LEAVE OF ABSENCE****3.1 Apologies****3.2 Leave of Absence Granted**

- A. THAT it be noted that Member G A Lambert is an apology due to a Leave of Absence being previously granted on 14 April 2009 for the period 20 – 30 October 2009.
- B. THAT it be noted that Member R K Elix is an apology due to a Leave of Absence being previously granted on 15 September 2009 for the period 24 October – 13 December 2009.
- C. THAT it be noted that Member H D Sjoberg is an apology due to a Leave of Absence being previously granted on 13 October 2009 for the period 24 October - 4 November 2009.

DECISION NO.20\() (27/10/09)

**3.3 Leave of Absence Requested****4 ELECTED MEMBERS CONFLICT OF INTEREST DECLARATION**

**5 PUBLIC QUESTION TIME****5.1 Gardens Park Golf Course**

Document No. 1673051 (19/10/09) Common No. 1673051

**Name:** Ms Patsy Hickey**Address:** Darwin

At the Ordinary Council Meeting held 30 Jan 2007 Council referred the matter of the application for an extension to lease of Gardens Park Golf Links to the Probity Committee for consideration inter alia "whether it is open or advisable for Council to deal exclusively with Mr Dee or adopt an open market process in future lease (sic) of the Gardens Park Golf Course and provide a recommendations back to Council". See 13.20 of the Minutes.

**Question 1**

Will the Council now make public all of that part of Report No. 07TC0017 which relates to the question "*whether it is open or advisable for Council to deal exclusively with Mr. Dee or adopt an open market process in future lease (sic) of the Gardens Park Golf Course and provide a recommendation back to Council*"?

**Answer**

Report Number 07TC0017 Ic (presumably the question relates to this report as Report Number 075C0017 does not exist) entitled, Gardens Park Golf Course Lease Extension which was considered by Council on 27 February 2007, remains in Confidential and consent would need to be specifically given by Council to make the report publicly available.

That said, your request will be placed before Council for consideration and you will be advised of the outcome as soon as possible thereafter.

**Question 2**

If not, on what grounds is Council refusing to release this information?

**Answer**

Please refer to the answer in Question 1 above.



**6 MATTERS OF PUBLIC IMPORTANCE****7 CONFIRMATION OF MINUTES OF PREVIOUS MEETING/S****7.1 Confirmation of the Previous Ordinary Council Meeting**

- A. THAT the tabled minutes of the previous Ordinary Council Meeting held on Tuesday, 29 September 2009, be received and confirmed as a true and correct record of the proceedings of that meeting.
- B. THAT the tabled minutes of the previous Ordinary Council Meeting held on Tuesday, 13 October, 2009, be received and confirmed as a true and correct record of the proceedings of that meeting.

DECISION NO.20\() (27/10/09)

**7.2 Confirmation of the Previous Special Council Meeting**

- A. THAT the tabled minutes of the previous Special Council Meeting held on Monday, 5 October 2009, be received and confirmed as a true and correct record of the proceedings of that meeting.
- B. THAT the tabled minutes of the previous Special Council Meeting held on Tuesday, 6 October 2009, be received and confirmed as a true and correct record of the proceedings of that meeting.
- C. THAT the tabled minutes of the previous Special Council Meeting held on Monday, 12 October 2009, be received and confirmed as a true and correct record of the proceedings of that meeting.
- D. THAT the tabled minutes of the previous Special Council Meeting held on Monday, 19 October 2009, be received and confirmed as a true and correct record of the proceedings of that meeting.
- E. THAT the tabled minutes of the previous Special Council Meeting held on Tuesday, 20 October 2009, be received and confirmed as a true and correct record of the proceedings of that meeting.

DECISION NO.20\() (27/10/09)



**7 CONFIRMATION OF MINUTES OF PREVIOUS MEETING/S****7.3 Business Arising from the Minutes of Previous Meeting/s****8 MOVING OF ITEMS FOR DISCUSSION****8.1 Closure to the Public for Confidential Items**

THAT pursuant to Section 65 (2) of the Local Government Act and Regulation 8 of the Local Government (Administration) Regulations the meeting be closed to the public to consider the Confidential matters referred from Committees including Confidential Committee Items, and the following Items:-

<u>Item</u>	<u>Regulation</u>	<u>Reason</u>
C23.1	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.

DECISION NO.20\() (27/10/09)

**8.2 Moving Open Items Into Confidential****8.3 Moving Confidential Items Into Open**

**9 REPORTS OF COMMITTEES****9.1 COMMUNITY SERVICES (19/10/09)****Presentation of Report by Chairman - Member R Lesley**

Recommendations from the Community Services Committee Meeting held on Monday, 19 October, 2009

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**1 Alawa Community Garden Presentation**  
Common No.1647141

THAT the presentation from Charles Darwin University regarding the Lakeside Drive Community Garden, be received and noted.

DECISION NO.20\() (27/10/09)

**2 Darwin City Council Community Safety Intervention Officer Proposal**  
Document Number 1651694 (14/09/09) Common No. 1552808

THAT the incoming letter dated 14 September 2009 from Mr Brian Stacey, State Manager – NT State Office, Department of Families, Housing, Community Services and Indigenous Affairs in respect to Commonwealth assistance in funding a Community Safety Officer position, Document Number 1651694, be received and noted.

DECISION NO.20\() (27/10/09)

**3. Article – on The Waterfront**  
Document Number 1658803 (31/07/09) Common No. 1658803

THAT the Article on The Waterfront in respect to Darwin's Wave Pool from the Australasian Leisure Management July /August 2009 magazine, Document Number 1658803, be received and noted.

DECISION NO.20\() (27/10/09)



**9 REPORTS OF COMMITTEES****9.1 COMMUNITY SERVICES (19/10/09)****Presentation of Report by Chairman - Member R Lesley**

Recommendations from the Community Services Committee Meeting held on Monday, 19 October, 2009

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**4 Final Report – Young Women’s Sexual Health Project**

Document Number 1649273 (07/08/09) Common No. 1320664

THAT Mission Australia’s Final Report of the Young Women’s Sexual Health project, Document Number 1649273, be received and noted.

DECISION NO.20\() (27/10/09)

**5 Community & Cultural Services Team Report - September 2009**

Report No. 09C0177 KH:kl (13/09/09) Common No. 1517201

THAT Report Number 09C0177 entitled, Community & Cultural Services Team Report – September 2009, be received and noted.

DECISION NO.20\() (27/10/09)

**6 Regulatory Services Monthly Update – September 2009**

Report No. 09C0170 DN:mrg (13/10/09) Common No. 1330602

THAT Report Number 09C0170 entitled, Regulatory Services Monthly Update September 2009, be received and noted.

DECISION NO.20\() (27/10/09)



**9 REPORTS OF COMMITTEES****9.1 COMMUNITY SERVICES (19/10/09)****Presentation of Report by Chairman - Member R Lesley**

Recommendations from the Community Services Committee Meeting held on Monday, 19 October, 2009

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**7 Libraries Information Update for September 2009**

Report No. 09P0013 KC:md (13/10/09) Common No. 1518200

THAT Report Number 09P0013 entitled, Libraries Information Update for September 2009, be received and noted.

DECISION NO.20\() (27/10/09)

**8 Overview of 2009 Disability Awareness Week 3 September to 10 September 2009**

Report No. 09C0165 NMc:kl (13/09/09) Common No. 1497723

THAT Report Number 09C0165 entitled, Overview of 2009 Disability Awareness Week 3 September to 10 September 2009, be received and noted.

DECISION NO.20\() (27/10/09)

**9 Minutes Of Arts And Cultural Development Advisory Committee (ACDAC) Meeting 17 September 2009**

Report No. 09C0161 AR:kl (13/09/09) Common No. 1658221

THAT Report Number 09C0161 entitled, Minutes of Arts and Cultural Development Advisory Committee (ACDAC) Meeting 17 September 2009, be received and noted.

DECISION NO.20\() (27/10/09)



**9 REPORTS OF COMMITTEES****9.1 COMMUNITY SERVICES (19/10/09)****Presentation of Report by Chairman - Member R Lesley**

Recommendations from the Community Services Committee Meeting held on Monday, 19 October, 2009

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**10 Report on the Activities of the Neighbourhood Watch NT Northern Suburbs Community Patrols**

Report No. 09C0172 AF:kl (13/10/09) Common No. 1347460

THAT Report Number 09C0172 entitled, Report on the Activities of Neighbourhood Watch NT Including the Northern Suburbs Community Patrols, be received and noted.

DECISION NO.20\() (27/10/09)

**11 Update On The Big Issue Street Magazine Enterprise and Community Street Soccer Program, October 2009**

Report No. 09C0176 NMc:kl (13/10/09) Common No. 1452720

THAT Report Number 09C0176 entitled, Update on the Big Issue Street Magazine Enterprise and Community Street Soccer Program, October 2009, be received and noted.

DECISION NO.20\() (27/10/09)



**9 REPORTS OF COMMITTEES****9.1 COMMUNITY SERVICES (19/10/09)****Presentation of Report by Chairman - Member R Lesley**

Recommendations from the Community Services Committee Meeting held on Monday, 19 October, 2009

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**12 Overview of Council's Approach to Public Toilets in Relation to Closure Regimes, Community Access, Sustainability, Community Safety and CPTED Principles**

Report No. 09C0168 AF:kl (13/10/09) Common No. 394569

- A. THAT Report Number 09C0168 entitled, Overview of Council's Approach to Public Toilets in Relation to Closure Regimes, Community Access, Sustainability, Community Safety and CPTED Principles, be received and noted.
- B. THAT Council undertakes a comprehensive audit and assessment of public toilets in the Darwin municipality in terms of community access, social and urban planning needs and CPTED principles and the development of rigorous and contemporary policy and procedure in relation to their design and management.

DECISION NO.20\() (27/10/09)



**9 REPORTS OF COMMITTEES****9.1 COMMUNITY SERVICES (19/10/09)****Presentation of Report by Chairman - Member R Lesley**

Recommendations from the Community Services Committee Meeting held on Monday, 19 October, 2009

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**13 Financing Public Art Options Paper - Positive Solutions - September 2009**  
Report No. 09C0163 AR:kl (13/10/09) Common No. 1175923

- A. THAT Report Number 09C0163 entitled, Financing Public Art Options Paper - Positive Solutions - September 2009, be received and noted.
- B. THAT Council endorse the creation of a pooled fund for public art representing no less than 2% of the base capital works budget annually.
- C. THAT the proposed Public Art fund is used to achieve the objectives of Council's Public Art Policy through a planned program of activities.
- D. THAT the proposed Public Art fund is used to allow Council to partner the Northern Territory Government on projects through an agreed Memorandum of Understanding (MOU) on public art in the city.
- E. THAT the proposed Public Art fund may be used to match support to capital projects which received support through federal government or other forms of funding or partnerships.

DECISION NO.20\() (27/10/09)



**9 REPORTS OF COMMITTEES****9.1 COMMUNITY SERVICES (19/10/09)****Presentation of Report by Chairman - Member R Lesley**

Recommendations from the Community Services Committee Meeting held on Monday, 19 October, 2009

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**14 Out of Round Community Grant Application - BreakItDown's Dance Competition**

Report No. 09C0179 NMc:kl (13/10/09) Common No. 1639764

- A. THAT Report Number 09C0179 entitled, Out of Round Community Grant Application - BreakItDown's Dance Competition, be received and noted.
- B. THAT Council endorses the allocation of \$2,300.00 from the Community Grants Program out of round funds 2009/2010 towards BreakItDown Dance Competition in Darwin on 18 December 2009.

DECISION NO.20\() (27/10/09)

**15 The National Plan to Reduce Violence Against Women - 2009**

Report No. 09C0175 KH:kl (13/10/09) Common No. 1452720

- A. THAT Report Number 09C0175 entitled, The National Plan to Reduce Violence Against Women - 2009, be received and noted.
- B. THAT Council work together with Territory and Federal government agencies in responding to violence against women and embrace initiatives that encourage collaboration.

DECISION NO.20\() (27/10/09)



**9 REPORTS OF COMMITTEES****9.1 COMMUNITY SERVICES (19/10/09)****Presentation of Report by Chairman - Member R Lesley**

Recommendations from the Community Services Committee Meeting held on Monday, 19 October, 2009

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**16 Youth Advisory Group Minutes 9 September 2009 & Resignation of Mr Patrick McCann**

Report No. 09C0164 KL:kl (13/09/09) Common No. 1659839

- A. THAT Report Number 09C0164 entitled, Youth Advisory Group Minutes 9 September 2009 & Resignation of Mr Patrick McCann, be received and noted.
- B. THAT Council receive the resignation of Mr Patrick McCann from the Youth Advisory Group.

DECISION NO.20\() (27/10/09)

**17 Overview Of Council's 2009 Seniors Month Program**

Report No. 09C0190 NMc:kl (13/10/09) Common No. 1521888

- A. THAT Report Number 09C0190 entitled, Overview of Council's 2009 Seniors Month Program, be received and noted.
- B. THAT Council continue to celebrate Seniors Month each year and that \$1,000.00 be referred to the 2010/2011 budget which will increase the budget for events to be held during Seniors Month in August 2010 to a total of \$6,000.00.

DECISION NO.20\() (27/10/09)



**9 REPORTS OF COMMITTEES****9.1 COMMUNITY SERVICES (19/10/09)****Presentation of Report by Chairman - Member R Lesley**

Recommendations from the Community Services Committee Meeting held on Monday, 19 October, 2009

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**18 Incoming Petition - Request For Basketball Court At Malak Shopping Centre**

Report No. 09C0178 NMc:kl (13/10/09) Common No. 1655059

- A. THAT Report Number 09C0178 entitled, Incoming Petition - Request for Basketball Court at Malak Shopping Centre, be received and noted.
- B. THAT Community Consultation be undertaken and a further report submitted to Council detailing resident feedback, detailed costings, technical requirements and any CPTED considerations pertaining to the installation/positioning of basketball hoops into the car park at Malak Shopping Centre.

DECISION NO.20\() (27/10/09)

**19 Libraries' Revised Collection Development Guidelines**

Report No. 09P0011 KC:md (13/10/09) Common No. 236603

- A. THAT Report Number 09P0011 entitled, Libraries' Revised Collection Development Guidelines, be received and noted.
- B. THAT Council adopt the revised Collection Development Guidelines, Policy 197 for Darwin City Council Libraries presented to Council in September as attached to Report Number 09/P0011.
- C. THAT a report be prepared giving consideration to the enhancement of Darwin City's Library Collection in respect to The Bombing of Darwin.

DECISION NO.20\() (27/10/09)



**9 REPORTS OF COMMITTEES****9.1 COMMUNITY SERVICES (19/10/09)****Presentation of Report by Chairman - Member R Lesley**

Recommendations from the Community Services Committee Meeting held on Monday, 19 October, 2009

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**20 Sister Cities Calendar of Events September - December 2009**

Report No. 09C0151 SF:ems (13/10/09) Common No. 1650276

THAT Report Number 09C0151 entitled, Sister Cities Calendar of Events September - December 2009, be received and noted

DECISION NO.20\() (27/10/09)



**9 REPORTS OF COMMITTEES****9.1 COMMUNITY SERVICES (19/10/09)****Presentation of Report by Chairman - Member R Lesley**

Recommendations from the Community Services Committee Meeting held on Monday, 19 October, 2009

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**21 Report On Sister Cities Delegation To Dili, Timor-Leste In May 2009**

Report No. 09C0157 SF:es (30/09/09) Common No. 1568269

- A. THAT Report Number 09C0157 entitled, Report on Sister Cities Delegation to Dili, Timor-Leste in May 2009, be received and noted.
- B. THAT Council support the proposal to mentor a staff member from Dili District Administration and that a letter of invitation be sent to the Dili District Administrator inviting him to nominate a Dili staff member from Dili District Sanitation to come to Darwin for a period of up to 2 weeks to be mentored/trained by Darwin City Council staff on Council's Waste Management and Environmental Services.
- C. THAT the cost of accommodation during the staff exchange be covered by Council or home stay be arranged.
- D. THAT Council support sending staff from Council to Dili to conduct training for Dili District Administration staff and other community partners.
- E. THAT the Dili Sister City Community Committee in collaboration with the Council's Youth Services Officer and members of the Youth Advisory Group (YAG) and GRIND develop and support projects and exchanges to directly benefit Fundasaun Hafoun Rai Timor.
- F. THAT the Dili Sister City Community Committee continue to support other non government organisations and community groups such as Arte Moris, HIAM Health, The Canossian Convent, Plan international and Atauro Island when necessary and appropriate.

DECISION NO.20\() (27/10/09)



**9 REPORTS OF COMMITTEES****9.1 COMMUNITY SERVICES (19/10/09)****Presentation of Report by Chairman - Member R Lesley**

Recommendations from the Community Services Committee Meeting held on Monday, 19 October, 2009

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**22 Requests To Establish Sister Cities Friendship Agreements With Darwin – Santa Cruz Galapagos, Ecuador; Dongfang, People’s Republic Of China; Syria; Meizhou, People’s Republic Of China; Saumlaki, Indonesia; Aridagawa-Cho Japan**

Report No. 09C0155 SF:es (13/10/09) Common No. 1668582

- A. THAT Report Number 09C0155 entitled, Requests to Establish Sister Cities Friendship Agreements with Darwin – Santa Cruz Galapagos, Ecuador; Dongfang, People’s Republic of China; Syria; Meizhou, People’s Republic of China; Saumlaki, Indonesia; Aridagawa-Cho, Japan, be received and noted.
- B. THAT as the Sister Cities Program continues to experience high demands on resources, and numerous requests for equally viable cities for affiliations, a relationship not be formed with Syria at this time.
- C. THAT Council decline the request to sign the Memorandum of Understanding dated 24 July 2007 with the City of Saumlaki, West South East Maluku Province, Indonesia.
- D. THAT as the Sister Cities Program continues to experience high demand on resources, and numerous requests for equally viable cities for affiliations, a relationship not be formed with Meizhou in Guangdong Province in the Peoples Republic of China.
- E. THAT in view of the significance of the location and a multitude of shared characteristics, it is recommended that a possible relationship continue to be explored with Gobierno Municipal de Santa Cruz in Galapagos-Ecuador.
- F. THAT the Lord Mayor donate an amount of \$500 in-kind to Dripstone Middle School in support of the Aridagawa-Cho/Darwin Student Exchange.

DECISION NO.20\() (27/10/09)



**9 REPORTS OF COMMITTEES****9.1 COMMUNITY SERVICES (19/10/09)****Presentation of Report by Chairman - Member R Lesley**

Recommendations from the Community Services Committee Meeting held on Monday, 19 October, 2009

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**23 Nomination For Membership as a Community Representative to Kalymnos Sister City Community Committee – Ms Fay Karamanakis – Until the 30 June 2010**

Report No. 09C0154 SF:es (13/10/09) Common No. 1653066

- A. THAT Report Number 09C0154 entitled, Nomination for Membership as Community Representative to Kalymnos Sister City Community Committee - Ms Fay Karamanakis - Until the 30 June 2010, be received and noted.
- B. THAT Council appoint Ms Fay Karamanakis as a member of the Kalymnos Sister City Community Committee immediately for the current 2 year term, effective to 30 June 2010 in accordance with Section 54 of the Local Government Act 2008.

DECISION NO.20\() (27/10/09)

**24 Sister Cites Community Committee Minutes for Meetings Held in September**

Report No. 09C0159 SF:kl (14/10/09) Common No. 1672117

*With the consent of the Committee, the General Manager Community & Cultural Services, Mr John Banks requested this report be resubmitted at a future Community & Cultural Services Committee Meeting.*



**9 REPORTS OF COMMITTEES****9.2 CORPORATE & ECONOMIC DEVELOPMENT (20/10/09)****Presentation of Report by Chairman - Member K M Moir**

Recommendations from the Corporate & Economic Development Committee Meeting held on Tuesday, 20 October, 2009

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**1 Corporate Services Monthly Report – September 2009**

Report No. 09A0181 FC: (09/10/09) Common No. 339108

THAT Report Number 09A0181 entitled, Corporate Services Monthly Report – September 2009, be received and noted.

DECISION NO.20\() (27/10/09)

**2 Listing of Cheques/EFT Payments - September 2009**

Report No. 09A0183 FC:ks (09/10/09) Common No. 339125

THAT Report Number 09A0183, Listing of Cheques / EFT Payments September 2009, be received and noted.

DECISION NO.20\() (27/10/09)



**9 REPORTS OF COMMITTEES****9.2 CORPORATE & ECONOMIC DEVELOPMENT (20/10/09)****Presentation of Report by Chairman - Member K M Moir**

Recommendations from the Corporate & Economic Development Committee Meeting held on Tuesday, 20 October, 2009

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**3 Financial Report to Council – September 2009**

Report No. 09A0180 FC:ks (09/10/09) Common No. 339122

THAT Report Number 09A0180 entitled, Financial Report to Council – September 2009, be received and noted.

DECISION NO.20\() (27/10/09)

**4 Invitations Accepted or Declined by the Lord Mayor - September 2009**

Report No. 09TC0065 BD:fm (20/10/09) Common No. 381402

THAT Report Number 09TC0065 entitled, Invitations Accepted or Declined by the Lord Mayor – September 2009, be received and noted.

DECISION NO.20\() (27/10/09)

**5 Monthly On-Street and Off-Street Parking Statistics – September 2009**

Report No. 09A0182 FC:lc (09/10/09) Common No. 376351

THAT Report Number 09A0182 entitled, Monthly On-Street and Off-Street Parking Statistics September 2009, be received and noted.

DECISION NO.20\() (27/10/09)



**9 REPORTS OF COMMITTEES****9.2 CORPORATE & ECONOMIC DEVELOPMENT (20/10/09)****Presentation of Report by Chairman - Member K M Moir**

Recommendations from the Corporate & Economic Development Committee Meeting held on Tuesday, 20 October, 2009

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**6 Carry Forward Budget Review 2008/2009**

Report No. 09A0178 FC:ks (09/10/09) Common No. 978289

- A. THAT Report Number 09A0178 entitled, Carry Forward Budget Review 2008/2009, be received and noted.
- B. THAT Council resolve to carry forward the items listed in **Attachment A and B** of Report Number 09A0178 Carry Forward Budget Review 2008/2009, by their inclusion in the 2009/10 Budget.

DECISION NO.20\() (27/10/09)

**7 4<sup>th</sup> Quarter Budget Review 2008/2009**

Report No. 09A0179 FC:ks (09/10/09) Common No. 978289

- A. THAT Report Number 09A0179 entitled, 4th Quarter Budget Review 2008/2009, be received and noted.
- B. THAT Council endorse **Attachments A, B, C & D** of Report Number 09A0179 entitled, 4th Quarter Budget Review 2008/2009.

DECISION NO.20\() (27/10/09)



**9 REPORTS OF COMMITTEES****9.3 ENVIRONMENT & INFRASTRUCTURE (19/10/09)****Presentation of Report by Chairman - Member R K Elix**

Recommendations from the Environment & Infrastructure Committee Meeting held on Monday, 19 October, 2009

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**1 MY0800 City Revitalisation - Update October 2009 (Entire Project)**

Report 09TS0181DL (08/10/09) Common No 1486204

THAT Report Number 09TS0154 entitled, MY0800 City Revitalisation – Update October 2009 (Entire Project), be received and noted.

DECISION NO.20\() (27/10/09)

**2 Woolner Road Black Spot Project Progress Report - October 2009**

Report No 09TS0180DL (12/10/09) Common No. 497836

THAT Report Number 09TS0180 entitled, Woolner Road Black Spot Project Progress Report - October 2009, be received and noted.

DECISION NO.20\() (27/10/09)

**3 Agile Wallaby Census - East Point Reserve**

Report 09TS0165 KS:nh (21/09/09) Common No 201133

THAT Report Number 09TS0046 entitled, Agile Wallaby Census – East Point Reserve, be received and noted.

DECISION NO.20\() (27/10/09)



**9 REPORTS OF COMMITTEES****9.3 ENVIRONMENT & INFRASTRUCTURE (19/10/09)****Presentation of Report by Chairman - Member R K Elix**

Recommendations from the Environment & Infrastructure Committee Meeting held on Monday, 19 October, 2009

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**4 Capital Works Interim – September 2009 Update**

Report No 09TS0183SMCD (07/10/09) Common No. 1541601

THAT Report Number 09TS0183 entitled, Capital Works Interim – September 2009 Update, be received and noted.

DECISION NO.20\() (27/10/09)

**5 Bagot Oval Upgrade - Update October 2009**

Report 09TS0179 DL:DC (07/09/09) Common No 1254709

THAT Report Number 09TS0153 entitled, Bagot Oval Upgrade - Update October 2009 be received and noted.

DECISION NO.20\() (27/10/09)

**6 Smith Street Connection – Progress Report October 2009**

Report No 09TS0178 DL:DC (07/09/09) Common No. 316857

THAT Report Number 09TS0178 entitled, Smith Street Connection – Progress Report October 2009, be received and noted.

DECISION NO.20\() (27/10/09)



**9 REPORTS OF COMMITTEES****9.3 ENVIRONMENT & INFRASTRUCTURE (19/10/09)****Presentation of Report by Chairman - Member R K Elix**

Recommendations from the Environment & Infrastructure Committee Meeting held on Monday, 19 October, 2009

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**7 Power Sub Station to Service Development in the Parap Shopping Centre**  
Report 09TS0173 PL:lm (07/10/09) Common No 1544322

- A. THAT Report Number 09TS0173 entitled, Power Sub Station To Service Parap Shopping Centre, be received and noted.
- B. THAT the Council advise Power and Water Corporation that it supports the location of the substation on its land adjacent to Urquhart Street programmed together with the underground placement of adjacent electricity reticulation to allow for the development of Lot 2757 in the Parap Shopping Centre; and
- C. THAT Darwin City Council pursuant to Section 32 (2) of the Local Government Act 2008 hereby delegates to the Chief Executive Officer, the power to approve the design and location of the proposed substation.

DECISION NO.20\() (27/10/09)



**9 REPORTS OF COMMITTEES****9.3 ENVIRONMENT & INFRASTRUCTURE (19/10/09)****Presentation of Report by Chairman - Member R K Elix**

Recommendations from the Environment & Infrastructure Committee Meeting held on Monday, 19 October, 2009

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**8 Cullen Bay Landscaping Upgrade - Marina Boulevard**

Report 09TS0174 DC (06/10/09) Common No 1254915

- A. THAT Report Number 09TS0174 entitled Cullen Bay Landscaping Upgrade - Marina Boulevard, be received and noted.
- B. THAT Council approves the proposed landscape works for Marina Boulevard as shown in **Attachment A** to Report Number 09TS0174 DC entitled, Cullen Bay Landscaping Upgrade - Marina Boulevard.
- C. THAT Council advise the Cullen Bay Marina Management Corporation that it will provide 'dollar for dollar' funding in 2009/2010 up to a maximum of \$100,000 only, on receipt of contractor invoices clearly indicating the scope of works and project title, subject to the following:
- i) Works are undertaken in accordance with Council approved drawings and specifications and to the satisfaction of the General Manager Infrastructure - Darwin City Council;
  - ii) That a project board to the satisfaction of the General Manager - Darwin City Council be erected at commencement of the project by Cullen Bay Marina Management Corporation in an agreed location;
  - iii) That Cullen Bay Marina Management Corporation will undertake ongoing maintenance of the area in accordance with its current arrangement with Council.

DECISION NO.20\() (27/10/09)



**9 REPORTS OF COMMITTEES****9.3 ENVIRONMENT & INFRASTRUCTURE (19/10/09)****Presentation of Report by Chairman - Member R K Elix**

Recommendations from the Environment & Infrastructure Committee Meeting held on Monday, 19 October, 2009

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**9 Climate Change & Environment Advisory Committee Priority Listing Outcome**

Report 09TS0185 PR (12/10/09) Common No 1575688

- A. THAT Report Number 09TS0185 PR entitled, Climate Change and Environment Advisory Committee Priority Listing Outcome, be received and noted.
- B. THAT Council note that the Priority Grouping from the Climate Change and Environment Advisory Committee Planning Day, in relation to the current Environment Management Plan, is anticipated to come forward for future budgetary consideration.

DECISION NO.20\() (27/10/09)

**10 Pre Cyclone Season Clean Up 2009**

Report 09TS0172 PR (05/10/09) Common No 956492

- A. THAT Report Number 09TS0172 PR entitled, Pre-Cyclone Clean Up 2009 be received and noted.
- B. THAT Council approve the following dates for the Pre-Cyclone Season Clean Up 2010 as:
  - i) Northern Suburbs – 1<sup>st</sup> weekend in September.
  - ii) Southern Suburbs – 3<sup>rd</sup> weekend in September.

DECISION NO.20\() (27/10/09)



**9 REPORTS OF COMMITTEES****9.3 ENVIRONMENT & INFRASTRUCTURE (19/10/09)****Presentation of Report by Chairman - Member R K Elix**

Recommendations from the Environment & Infrastructure Committee Meeting held on Monday, 19 October, 2009

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**11 Old Leanyer Depot - Lot 6967**  
Common No. 990255

THAT a report be prepared providing an update on the status of the redevelopment of Lot 6967 (old Council depot Leanyer) and identifying options to progress the matter.

DECISION NO.20\() (27/10/09)



**10 MATTERS REFERRED TO COUNCIL**

**11 PETITIONS**

Nil

**12 NOTICES OF MOTION**



**13 OFFICER'S REPORTS****13.1 Council Meeting Opening Protocols – Acknowledgement of Country**  
Report No. 09TC0067 BD:RB (2210/09) Common No. 1443075

*Report Number 09TC0067 attached*



ENCL: NO

**DARWIN CITY COUNCIL**

DATE: 22/10/09

**REPORT**

TO: 2ND ORDINARY COUNCIL/OPEN

APPROVED: BD

FROM: CHIEF EXECUTIVE OFFICER

REPORT NO: 09TC0067BD:RB

COMMON NO: 1443075

SUBJECT: COUNCIL MEETING OPENING PROTOCOLS - ACKNOWLEDGEMENT OF COUNTRY

**ITEM NO: 13.1****SYNOPSIS:**

This report presents a recommendation for an "Acknowledgement of Country".

The recommended Acknowledgement of Country has been made by the committee established by Council and following consultation with the Larrakia Nation. The Council committee comprised the Lord Mayor, Alderman Jarvis, Alderman Lambert, Alderman Lesley and Alderman Mitchell.

**GENERAL:**

Following ongoing dialogue with the Larrakia Nation, and in particular the Larrakia Governing Committee, the following Acknowledgement of Country has been agreed.

"We the members of Darwin City Council acknowledge that we are meeting on Larrakia Country. We pay our respects to all Larrakia people both past and present. We are committed to working together with the Larrakia to care for this land and sea for our shared future"

The committee further recommend:

- That there be an Acknowledgement of Country (said collectively) before the Lords Prayer at Ordinary Meetings of Darwin City Council.
- That the Acknowledgement of Country opening protocol commence at the first Ordinary Council meeting in 2010 (Scheduled for 27 January 2010) with invited members of the Larrakia Nation.

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 REPORT NUMBER: 09TC0067BD:rb  
 SUBJECT: COUNCIL MEETING OPENING PROTOCOLS - ACKNOWLEDGEMENT OF COUNTRY

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**FINANCIAL IMPLICATIONS:**

Nil

**STRATEGIC PLAN IMPLICATIONS:**

The issues addressed in this Report are in accordance with the following Goals/Strategies of the Darwin City Council 2008 – 2012 as outlined in the 'Evolving Darwin Strategic Directions: Towards 2020 and Beyond':-

**Goal**

1 Achieve Effective Partnerships and Engage in Collaborative Relationships

**Outcome**

1.2 Effectively engage with community

**Goal**

5 Facilitate and Maintain a Cohesive Community

**Outcome**

5.2 Promote Darwin's culture

**Outcome**

5.3 Support harmony within the community

**LEGAL IMPLICATIONS:**

Nil

**ENVIRONMENTAL IMPLICATIONS:**

Nil.

**PUBLIC RELATIONS IMPLICATIONS:**

Very positive.

**COMMUNITY SAFETY IMPLICATIONS:**

Nil.

**DELEGATION:**

Nil

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REPORT NUMBER: 09TC0067BD:rb  
SUBJECT: COUNCIL MEETING OPENING PROTOCOLS - ACKNOWLEDGEMENT OF COUNTRY

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**CONSULTATION:**

Larrakia Nation / Larrakia Governing Committee.

**PROPOSED PUBLIC CONSULTATION PROCESS:**

Nil.

**APPROPRIATE SIGNAGE**

Nil.

**RECOMMENDATIONS:**

THAT it be a recommendation to Council:-

- A. THAT Report Number 09TC0067BD:rb entitled Council Meeting Opening Protocols - Acknowledgement of Country, be received and noted.
- B. THAT Council adopt the following Acknowledgment of Country opening protocol to be said collectively before the Lords Prayer at Ordinary meetings of Council, commencing in 2010:

“We the members of Darwin City Council acknowledge that we are meeting on Larrakia Country. We pay our respects to all Larrakia people both past and present. We are committed to working together with the Larrakia to care for this land and sea for our shared future”.

- C. THAT Council invite members of the Larrakia Nation to the first Ordinary Meeting of Council in 2010 when the Acknowledgement of Country opening protocol will be said for the first time.

**LORD MAYOR GRAEME SAWYER, ALDERMAN JARVIS,**  
**ALDERMAN LAMBERT, ALDERMAN LESLEY, ALDERMAN MITCHELL**

Any queries on this report may be directed to L on 89 300 517 or  
[lord.mayor@darwin.nt.gov.au](mailto:lord.mayor@darwin.nt.gov.au)

**13 OFFICER'S REPORTS****13.2 Northern Territory Integrated Regional Transport Strategy**  
Report No. 09TS0188 PL:kb (14/10/09) Common No. 1669726

*Report Number 09A0188 attached.*



ENCL: YES

**DARWIN CITY COUNCIL**

DATE: 14/10/2009

**REPORT**TO: 2<sup>nd</sup> ORDINARY COUNCIL MEETING/OPEN APPROVED: PL

FROM: GENERAL MANAGER INFRASTRUCTURE APPROVED: LC

REPORT NO: 09TS0188PL:kb

COMMON NO: 1669726

SUBJECT: NORTHERN TERRITORY INTEGRATED REGIONAL TRANSPORT STRATEGY

**ITEM NO: 13.2****SYNOPSIS:**

The Northern Territory Integrated Regional Transport Strategy is lead by the NT Government's Department of Planning and Infrastructure. The aim is to develop a Territory wide Strategy to achieve sustainable accessibility to communities in the regions.

**GENERAL:**

The Department of Planning and Infrastructure has engaged GHD, Infraplan and Geoff Anson Consulting to prepare the Strategy. The preparation has involved stakeholder consultation including Darwin City Council officers at a workshop held in August 2009. A copy of the results of the workshop is included at **Attachment A**.

The Strategy is focused on the rural areas of the Northern Territory and aims to develop regionally specific strategies and actions to improve the sustainable accessibility to communities in the following regions:

- Darwin Region;
- East Arnhem Region;
- Katherine Region;
- Barkly Region; and
- Alice Springs Region.

The August workshop identified emerging issues with infrastructure as follows:

- Flooding, unsealed sections and maintenance of secondary roads; and
- The capital cost of maintaining infrastructure;

Emerging issues with Territory demographics were identified as follows:

- A dispersed population with 41,000 people living in remote communities; and

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 REPORT NUMBER: 09TS0188 PL:kb  
 SUBJECT: NORTHERN TERRITORY INTEGRATED REGIONAL TRANSPORT STRATEGY

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- Accessing education, government and health services from remote communities.

The August workshop identified issues that need to be addressed in the NT Integrated Regional Transport Strategy and reinforced the following issues:

- Accessing services in remote areas;
- Explore business models and innovations in both the public and private sector;
- Identify an appropriate level of service and set priorities for the growth of Territory regional towns;
- Establish coordination mechanisms across Territory and Local government;
- Prepare an inventory of road ownership and land tenure; and
- Encourage diverse means of public transport.

Council will have an the opportunity to comment on the draft NT Integrated Regional Transport Strategy when it is released for public consultation later in 2009. A request for a presentation of the Strategy to Council could be made prior to its release for consultation.

#### **FINANCIAL IMPLICATIONS:**

Not assessed.

#### **STRATEGIC PLAN IMPLICATIONS:**

The issues addressed in this Report are in accordance with the following Goals/Strategies of the Darwin City Council 2008 – 2012 as outlined in the 'Evolving Darwin Strategic Directions: Towards 2020 and Beyond':-

#### **Goal 1: Achieve Effective Partnerships and Engage in Collaborative Relationships**

##### **Outcome**

1.1 Improve relations with all levels of Government

##### **Key Strategies**

1.1.4 Play a strategic role in the planning and developmental processes that impact Darwin

1.1.5 Influence Government and developers to develop sustainable projects which reflect Darwin's lifestyle

##### **Outcome**

1.2 Effectively engage with Community

##### **Key Strategies**

1.2.1 Increase involvement of the Business Community for developing solutions to local issues

#### **LEGAL IMPLICATIONS:**

Nil.

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REPORT NUMBER: 09TS0188 PL:kb  
SUBJECT: NORTHERN TERRITORY INTEGRATED REGIONAL TRANSPORT STRATEGY

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**PUBLIC RELATIONS IMPLICATIONS:**

Not assessed at this stage.

**COMMUNITY SAFETY IMPLICATIONS:**

Not assessed at this stage.

**DELEGATION:**

Nil.

**CONSULTATION:**

Nil.

**PROPOSED PUBLIC CONSULTATION PROCESS:**

Nil

**APPROPRIATE SIGNAGE:**

Not Applicable.

**RECOMMENDATIONS:**

- A. THAT Report Number 09TS0188 PL:kb, Northern Territory Integrated Regional Transport Strategy, be received and noted.
- B. THAT Council write to the Northern Territory Government requesting a presentation on the draft Northern Territory Integrated Regional Transport Strategy.

**PETER LINDWALL**  
**STRATEGIC TOWN PLANNER**

**LUCCIO CERCARELLI**  
**GENERAL MANAGER INFRASTRUCTURE**

Any queries on this report may be directed to Peter Lindwall on 89300528 or Email: [p.lindwall@darwin.nt.gov.au](mailto:p.lindwall@darwin.nt.gov.au)

## Northern Territory Integrated Regional Transport Strategy

Darwin Workshop: 18<sup>th</sup> August, 2009 from 8:30am to 12:30pm

### Workshop Record

Prepared for

Department of Planning and Infrastructure

Prepared by



**infraPlan**  
InfraPlan (Aust) Pty Ltd

| GEOFF ANSON CONSULTING |

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### **Step One: Expectations and Measures of Success (Whole Group)**

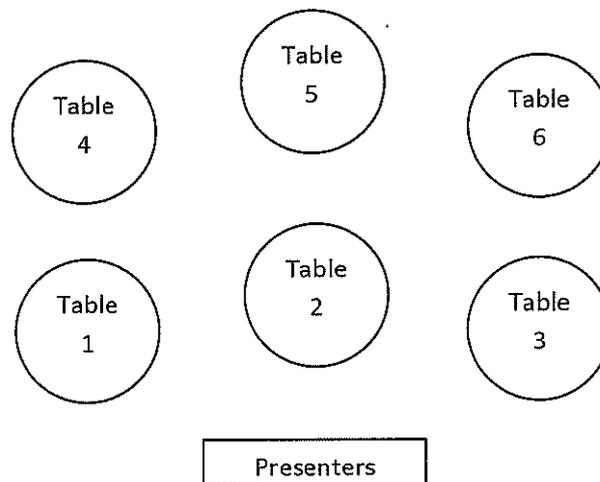
**Purpose:** To identify what the Strategy should achieve and how its success can be determined (these can potentially be used to develop targets or “higher-order measurables” of the Integrated Regional Transport Strategy). What are the key success factors and how could they be measured? These can be in terms of service delivery, health/education/social outcomes, costing and budget, political/community acceptance etc.

All comments were recorded, as well as counter views – the workshop was structured so that all views are considered equal rather than seeking consensus or majority views.

- Tailor actions to particular services and agreements
- Advocacy to Commonwealth Government on role of transport to help achieve Commonwealth objectives – transport is an enabler
- Safe and accessible after hours public transport
- Improved energy efficiency
- Comparable levels of service for the NT with similar remote areas across Australia
- Year round access – addressing the seasonal barriers
- Business and employment outcomes
- Joint service delivery across Government
- Don't raise unrealistic expectations
- Government to recognise transport as a key enabler
- Improve Commonwealth Government of NT transport issues and perspective
- Get into most communities across NT
- Access for communities into main centre – major (health/education)
- Integration with other strategies (Local Government reform is a good example) Territory and National. Intervention has shown processes are not in place
- Help to deliver COAG performance standards
- Improved access for economic development across all regions
- Demonstrated improvement in services between communities to towns (both ways, and including indigenous land permits which hold 40% of roads in the NT)
- Better utilisation of buses – integrate across government funding
- Flexibility in funding agreements
- Improved maintenance of vehicles
- Facilitate social connectedness (ceremonies, sport, local and sub-regional, community building, social wellbeing, trade)
- Central to delivery of Working Futures – not an add-on.
- Cost sustainability

## Session Two: Confirming and Expanding Priority Issues

**Purpose:** To identify any further issues that have not been highlighted in the presentation, and to obtain participants views on the major issues impacting on transport needs and transport service delivery in and across the Region.



Participants are encouraged to discuss their ideas as a group, and to record their ideas. All opinions were considered valid and worth recording, as were counter views or additional comments for clarification/value-adding.

### Table One

- Needs better access to IT & communication infrastructure to improve transport systems
- Access to services – bus stops too far away – Basics cards should have money allocated to transport
- Mining towns – what to do when the mine leaves
- Regulation of smaller remote transport providers (working for and against services)
- Sustainability of long-haul bus providers (e.g. Greyhound)
- Growing populations = growing markets = more shopping
- Need for subsidies – small planes – regional buses – income from fares don't cover high costs
- Transport costs have a huge impact on the economic viability of service delivery + businesses (e.g. BIITE)
- Climate Change may bring people north – increased need for transport
- Urban social drift; negative attitudes, resource implications, accommodation, overcrowding, anti-social behavior.
- Not getting postage services; social impacts, trading impacts

- Rail not being fully utilised, short trips are not encouraged - local trains?
- Need innovative river crossing mechanisms (cost prohibitive for bridges)
- Horticultural growth – water availability (e.g. peanuts in Katherine)

#### Table 2

- Road access – reality of all weather access to be measured by cost vs outcome
- Aircraft, Airstrips (ALA's) private also
- Federal intervention funds used to upgrade roads/barge landings where facilities are being built
- Inter-agency asset sharing = efficiency
- Government and non-government linkages
- Systems encourage ad hoc solutions – DOJ/Health
- Mining agreements including infrastructure %
- Choice

#### Table 3

- Barge services – landside operations in community
- Linking strategy to Australian Government strategies/policies/initiatives
- Communication of strategy to government agencies, community and Aust govt
- Alliances to deal with fluctuations in seasonal transport costs
- Intermodal transport to ensure sustainability and connectivity
- Maintenance of assets critical for sustainability (bridges, river crossings)
- Darwin land use structure plan – port/included in developing strategies
- Public transport within communities. Alliances with different agencies to increase utilisation
- Define levels of appropriate services – achievable
- Seasonal operations to meet the needs of communities – e.g RPT in wet
- Road tenure (land) responsibility – ceremony, closure, communication

#### Table 4

- Public transport nodes at Palmerston & Weddell linking regular public transport on Stuart Hwy to – from Darwin
- Reliable regular transport to & from outstations village – new town centres
- Reliable school transport to and from remote communities to ensure education
- Network performance monitoring – measurement of community expectations
- Greener transport options – greater take up of public transport, provision for alternative and emerging transport options
- Road access – all year round relating to the consistent and cost effective supply of food – raise road level in the low lying areas will greatly improve access – road restrictions to consider impact on supply of food and essentials

- Connect people to employment where jobs and projects are, CDEP. Workforce = work
- Consolidate services using charter flights - power, water, health professionals, patients, Aust Post, Commonwealth agencies
- Reliable transport connecting 'hubs' with 'spokes – re working futures 20 growth towns
- Priority of roads to be upgraded and maintained to ensure maximum outcomes from available funding
- Integrated service model within a region outstation – regional centre –urban centre
- Rationalize bus services
- Resolve land use agreement in regard to road usage
- Prioritise outstation policy – prioritise road and transport infrastructure provisions
- Consideration for different transport services for the wet and dry season
- Access to the regional airports and links to international airports
- Set speed and safety targets
- National and international benchmarking studies
- Rural and urban transport issues

**Table 5**

- Services should be assessed according to triple bottom line – not just economic
- Need to incorporate the potential projections of climate change when building new infrastructure replacing new infrastructure
- Greater Darwin Region should have public transport system between centres even if not economically viable – triple bottom line assessment – social and environmental benefits
- Strategy should be laying foundations for a transition to a low-carbon economy after CPRS – increased public transport – decreased reliance on cars
- Economic, social and environmental costs need to be factored into transport
- Transport maintenance support will need detailed planning to train and gainfully employ staff
- Break downs on route and passenger support / accidents
- Linking bikes and buses – lockable bike racks, carrying bikes.
- Cost of parking in the CBD to push people towards buses
- Tenure responsibility for road access maintenance – local communities, programmed works
- Capacity of the community
- Desire of locals to be involved
- Hiring and retaining indigenous drivers and support staff
- Viability in smaller communities
- Address cultural issues; employment, vehicle maintenance, training
- Transport within community areas; back to tractor and trailers, open land space
- Commercial passenger regulation not attractive or accessible to NGO's
- Access to maintenance in remote areas – boat survey, vehicle

**Table 6**

- Private sector input to financing model – aviation/mining companies
- Government has to start thinking of transport as an investment – social, education, health, housing, social wellbeing benefits.
- Better co-operation of govt business in communities so air travel demand for govt travel can be concentrated
- Mixture of infrastructure and services (road, air) seasonal solutions (air in wet)
- Build on Bush Bus model – some govt support. But hybrid private sector – govt for funding model
- Transport can drive support services in communities (mechanics/workshops)

### Session Three: Reporting Back on Issues and Voting

**Purpose:** To share with the whole group the issues identified and to provide an indication of the highest priority issues for the region so that Session Four of the workshop can focus and expand on the issues of greatest concern across the group.

A participant from each of the tables was asked to present the findings of the previous session to the workshop. These additional issues were added to the list of emerging issues on butchers paper so that the full group could see them.

Once this list was compiled, each attendee was provided with 5 “dots” to vote on the issues that they feel are of greatest importance to the region – the votes could be spread around the issues or attributed to one issue if they felt it was of particular importance.

The outcomes of expanding on additional issues and the voting are outlined below.

<b>Additional Issue</b>	<b>Votes</b>
Leveraging from mining: Government, ALCs and private sector	2
Investment not subsidy	7
Coordination across Agencies	13
Build on Bush Bus model (innovation and government/private sector partnership)	6
Centres built on transport infrastructure	-
Transport recognising and responding to cultural values	-
Triple Bottom Line assessment	2
Impact of climate change – system/policy	2
Secondary Roads: Flooding	1
Secondary Roads: Maintenance (including assets)	1
Secondary Roads: road safety	1
Secondary Roads: impact on vehicle condition	1
Secondary Roads: load limits	1
Secondary Roads: road roughness	1

Barges and ferrys: landside infrastructure	2
Barges and ferrys: road linkages	1
Aircraft: service coverage	1
Aircraft age	-
Commercial (inc mining) industry support for local communities	3
Access to IT as an alternative/enabler for transport	-
Access to services – cards physical	-
Regulations of operators (stifle innovation/non-compliance)	1
Sustainability of long haul coaches that service the intermediate communities	-
Increased interstate migration – climate change driven	1
Public/private sector interactions (service tensions)	-
Service viability of multiple modes	1
Prioritization of transport services	6
Management/technical skills – transfer of skills	1
Tourism: “grey nomad” explosion	-
Freight/tourist vehicle conflicts	1
Mining – Port expansion	1
Horticulture – produce to the market	1
Mining – rail access	-
Pastoral – herd distribution and travel patterns	2
Seasonal solutions	1
Link to government strategies – NT Govt, Federal Govt and Local Govt	3
Attaining of transport services	1
Intermodal connectivity	-
Defining an achievable level of service/monitoring	5

Road and land tenure	10
Legislation/compliance	3
Public transport within communities	5
Capital cost of replacing vehicles	-
Maintenance of vehicles	-
DDA compliance	-
Access to infrastructure (owning and sharing)	1
Dispersed population	-
Accessing services from remote areas	15
Sub-regional/local travel needs	7
Population change – growing population increased demand	-
Interactions between transport and non-transport actions	-
Secondary impacts of agency decisions	-
Agency /inter-government interactions	1
Cost/time tradeoffs for modes	-
Bicycle/bus integration	1
Parking policy	-
Provision of food – reducing cost/competition	-
Service reliability	2
'Green' transport options	4
Light rail in Darwin	7
Public safety at transport hubs	2
Sustainability of temporary infrastructure	-
Urban drift – lack of services – seasonal an long term (antisocial impacts)	1
Poor postage service - CSO	-

Rail underutilisation – local trains	1
Innovative river crossings - bridges	-
Mismatch population distributions and where infrastructure is provided	5
Airstrip condition and safety	3
Variable/ad hoc travel demands – agreements with private facilities	1

## **Session Four: Scoping potential actions for highest priority issues**

**Purpose: To identify, and where feasible, scope actions that should be considered for inclusion in the strategy.**

The identified issues that attracted the most votes in the previous section of this report were used for this session. Each of the 6 tables at the workshop were attributed an issue for discussion and to scope for any potential actions. The titles of the six issues that reflected the priority voting were as follows;

- **Accessing Services in Remote Areas**
- **Business Models and Innovation (public and private sector)**
- **Co-ordination across agencies (3 levels of Government)**
- **Level of Service and Setting Priorities**
- **Roads and Land Tenure**
- **Public Transport**

Attendees were able to choose which issue they would prefer to contribute to. Prior to the session starting, attendees were asked to consider the following questions:

1. Describe the action.
2. How will it address the issue of concern?
3. Who should be involved in developing the ideas (community/government/private)?
4. What are the barriers to implementation?
5. What are the opportunities to help implementation?
6. Are there any complementary/competing actions that could impact on implementation?
7. What can we learn from similar situations?

Again, all comments and thoughts were recorded on post-it notes and at the completion of the session each table presented the outcomes developed by the table.

### **Table 1: Accessing services in Remote Areas**

- Identify service types
- Determine service levels
- Big one is education (frequency)
- Home grown
- Recognise cultural links/issues
- Trial dedicated services
- Multi-mode solutions
- No one size fits all

- Costs will increase
- Not transport in but transport out
- Some services do not exist
- Transport pilots (investment)
- GBM's coordinate access (study?)
- Sustainability
- Flexibility
- IT communication
- Models for access
- RPT (Regular Passenger Transport)

**Table 2: Business Models and Innovation (public and private sector)**

Action

- Investment in transport to be accepted as a legitimate enabler

Issue

- Investigation into requirements for corporate, land councils to contribute to transport
- Transport business models developed, accepted, invested in, implemented, commercialised

Who

- Culturally sensitive community minded mechanically savvy operators who can do remote
- 3 spheres of government and private sector operators
- Community buy in to services

Barriers

- Mind shifts
- Treasury buy in
- Licensing requirements
- Licensing agreements
- Operators
- Availability

Opportunities and Learning

- Opportunities: time is right, 20 growth towns, commercial operators seeing expansion opportunities
- Learn from Katherine Pilot: benefits derived and triple bottom line
- Understanding of the economic, health, education, social, cultural benefits of transport
- Greater use of networks to advertise bus use
- Need to capitalize on current pilots (data, evidence, evaluation)

Complementary or Competing Actions

- Coordinating funds (royalties, community benefits, government funds)
- Stronger mining legislation to extract \$ for transport

**Table 3: Level of Service and Setting Priorities**Territory Growth Towns

- National Partnership Agreement: remote services in 15 communities
- Additional 5 (NT Gov)
- Legislative responsibilities, broad level of services
- Land Tenure (private ownership, economic development, security of tenure)
- Baseline data is critical
- Data collection, benchmarks, key performance indicators, reporting
- Standards will be driven by budget constraints
- Compare with like communities in other states - benchmarking
- Aust government, NTG and LG input
- Community expectations – need, social planning
- Need for community participation and ownership
- Consistency in process between communities
- NGO's = providers, community = receivers
- Political will, \$ of delivery and diversity of community views
- Social planning informs financial planning
- Base Planning for infrastructure to cover all costs for development
- Contribution schemes
- IHANT (houses only)
- Community Strategy
- LG not part of the partnership agreement
- Political will at the at the moment service delivers co-ord unit LG.NTG
- Opportunities of linking existing strategies
- LG high level transport – rural/remote; operational models HAC/ Rio Tinto
- LG reform
- Intervention Aust Govt

**Table 4: Coordination Across Agencies**Issues

- Finding individuals within Agencies who are responsible for policies, initiatives, enacting actions etc
- No mechanisms of coordination (poor communication)
- High staff turnover
- Advocacy of federal government
- Education of federal government about transport challenges of the Northern Territory
- There is too much focus on urban/built up areas
- Capacity to illustrate views to COAG by NT Govt.

- Lack of strategic planning across levels of government and within agencies – perhaps too much and ad hoc strategic planning – needs better coordination
- Policy Linkages – other policies influence how transport is developed and vice versa.

#### Suggestions and Actions

- Steering groups across three levels of government with the inclusion of NGO's
- Have a central coordinator within Agencies for specific projects
- Local implementation plans for 20 growth towns covering all government sectors
- Coordination of inflexible funding – the pieces make up the puzzle (i.e. you need roads before transport services, houses and services – need to be integrated though)
- Use IT resources for information sharing and collaboration: investigate the NT Government system of 'Share-point'

#### Current action: Raise awareness of these

- Two AG NTG Regional Operations Centers (Nth and Sth)
- Department of Chief Ministers Service Delivery Coordination Unit
- AG NTG Coordinators General for remote service delivery
- Joint AG NTG LG Board of Management for remote service delivery
- Sub-committee of CEO's – remote service delivery
- Joint NTG/AG management of GBM's/IEO's in 15 remote locations

### **Table 5: Roads and Land Tenure**

#### Action

- Improve time frames for seeking approvals to build roads to communities and the ongoing repairs

#### Method

- MOU's
- Working groups

#### Who

- NT government, Federal Government, Local Government, Indigenous Land Councils (use of central expert)

#### Barriers

- Views on development
- Future use of indigenous land
- Understanding indigenous needs and wants
- Expectations

#### Opportunities

- Seek ownership
- Explain the benefits
- Local involvement
- Generation of wealth, including health and well-being

Issues addressed

- Linkages with other service providers (to learn positives and negatives and how they were overcome)
- Better project management including relevant approvals prior to contract start

Learnings

- Learn from other service providers
- World-wide success and models

Complementary/competing

- Ongoing support when handed over
- Commercial pressures
- Cultural pressures

**Table 6: Public Transport**Action

- Improving public transport services 1) within communities, 2) Trunk routes

Issues of concern

- Address social issues
- Connecting the communities
- Connecting the communities to other communities
- Address health/education issues (not all)

Who should help

- Local government/local communities
- NTG
- Private bus companies
- Developers
- Anyone who has a vested interest

Barrier

- Funding and cost constraints
- Cultural barriers
- Public safety
- Political will

Opportunities

- Ability to build a system from scratch that works, is flexible and suits the territory
- Existing business models already available for assessment
- Demand profiles; from consultancy

Competing actions

- Interlining various transport modes
- Working future 20 growth town strategy
- Closing the Gap

- Local government reform
- Joint service delivery
- 2030 strategy

#### Learning

- O/S experience (e.g. Canada) with remote areas passenger transport

#### Business models

- Permanently placed assets with fly-in/fly-out personnel
- Small contracts (mum and dad operators)

#### Infrastructure

- What does the community expect?
- Do we understand exactly what we want to achieve
- Road and weather condition

## **Further Points**

**Purpose: To provide opportunity for the workshop participants to clarify any outcomes of the workshop.**

Comments and queries were recorded for the consultation report.

- Will there be wider consultation in remote communities?
- There will be consultation from Aug – Nov in all of the homelands and transport issues will be picked up as part of this
- There is focus on 'communities' however stations and homesteads which can employ up to 40 people are not normally fed into the process
- Mayors, Presidents and CEO's of Shires need to be informed about consultation processes
- There is a reference and steering committee involved in this process representing cross-agency interaction
- There will be usual political processes to enact and move forward with the final strategy

**13 OFFICER'S REPORTS****13.3 Strategy for the Development of Darwin's State Square Precinct**  
Report No. 09TS0187 PL:kb (13/10/09) Common No. 1659415

*Report Number 09TS0187 attached.*



ENCL: YES

**DARWIN CITY COUNCIL**

DATE: 13/10/2009

**REPORT**

TO: 2ND ORDINARY COUNCIL/OPEN

APPROVED: PL

FROM: GENERAL MANAGER INFRASTRUCTURE

APPROVED: LC

REPORT NO: 09TS0187 PL:kb

COMMON NO: 1659415

SUBJECT: STRATEGY FOR THE DEVELOPMENT OF DARWIN'S STATE SQUARE PRECINCT

**ITEM NO: 13.3****SYNOPSIS:**

The Northern Territory Government has commissioned a report which puts forward a "Design Options Framework" for the development of Darwin's State Square Precinct. A copy of the report is included at **Attachment A**.

**GENERAL:**

The NT Department of Planning and Infrastructure (DPI) has provided Council with a copy of the "Design Options Framework" for the development of Darwin's State Square Precinct and is seeking Council's agreement to a coordinated approach to future landscape and streetscape proposals for this area of the CBD.

The aim of the Design Options Framework aims to: integrate the Precinct's unique heritage as part of Darwin's future; reverse the risk of fragmentation presented by current unrelated master plan activities; and engage the community in the development process.

"The Design Option Framework" aims to ensure:

- That the development of the State Square Precinct both reflects and contributes to the evolution, communication and realisation of building Darwin's Future vision;
- That all components of the development contribute to the Precinct's past present and future 'sense of place', rather than risk its fragmentation; and
- That the development of the Precinct engages the community through the programming of events that communicate the heritage values of the place, and by this and other means, builds a new pride and identification with the Precinct's future development.

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 PRECINCT

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Key deliverables of the Design Options Framework will include:

- The establishment of two major axes through the precinct;
- The identification of the Chan building as a key site for medium to long term adaptive reuse;
- The utilisation of the axis to uncover connections between currently unrelated spaces and facilities;
- The recognition and interpretation of the Precinct's hidden spaces;
- The development of the Smith Street East Walkway; and
- The extension of these design principles beyond the boundaries of the precinct."

The document at **Attachment A** recommends the NT Government commission a "Design Options Framework" to ensure the foundations of a master planning process is put in place to guide future planning and development decisions for this precinct.

In order to further develop the concept of the "Design Options Framework" the paper recommends the appointment of a Designer Laureate. The NT Government Department of Planning and Infrastructure believes the criteria for a Designer Laureate are met by Professor Paul Carter.

### **Comment**

The NT Department of Planning and Infrastructure is seeking to expand on the engagement developed between the DPI and Darwin City Council on the Smith Street Connection Project. DPI is seeking a coordinated approach to the implementation of streetscape and landscape proposals in the State Square Precinct of the Darwin CBD.

A number of issues need to be resolved before Council commits to the proposed "Design Options Framework". There is a need to avoid a repetition of issues that arose in relation to the Smith Street Connection project. A mechanism needs to be established to achieve improved coordination between stakeholders on major CBD project such as the State Square Precinct Strategy.

Such a mechanism needs to address:

- An agreed set for objectives for the State Square Precinct by DPI and Council;
- The establishment of a diverse private and public sector team to work on the project;
- Representation by Council including an equal and recognised professional on the team; and
- An equal partnership between DPI and Council on this project.

The "Framework" for the State Square Precinct needs to acknowledge, respond and link with existing Council projects currently proposed or underway for the Darwin

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 PRECINCT

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CBD including the MY 0800 project, Smith Street Mall, Knuckey Street and the Cavenagh Street Master Plan.

The NT Government needs to clearly outline to Council what is its expectation of Council's role in State Square Precinct project.

**FINANCIAL IMPLICATIONS:**

Not assessed at this stage.

**STRATEGIC PLAN IMPLICATIONS:**

The issues addressed in this Report are in accordance with the following Goals/Strategies of the Darwin City Council 2008 – 2012 as outlined in the 'Evolving Darwin Strategic Directions: Towards 2020 and Beyond':-

**Goal**

1 Achieve Effective Partnerships and Engage in Collaborative Relationships

**Outcome**

1.1 Improve relations with all levels of Government

**Key Strategies**

1.1.4 Play a strategic role in the planning and developmental processes that impact Darwin

1.1.5 Influence Government and developers to develop sustainable projects which reflect Darwin's lifestyle

**Outcome**

1.2 Effectively engage with Community

**Key Strategies**

1.2.1 Increase involvement of the Business Community for developing solutions to local issues

**LEGAL IMPLICATIONS:**

Nil.

**PUBLIC RELATIONS IMPLICATIONS:**

Not Assessed at this stage.

**COMMUNITY SAFETY IMPLICATIONS:**

Not assessed at this stage.

**DELEGATION:**

Nil.

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PRECINCT

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**CONSULTATION:**

Nil.

**PROPOSED PUBLIC CONSULTATION PROCESS:**

Nil

**APPROPRIATE SIGNAGE:**

Not Applicable.

**RECOMMENDATIONS:**

- A. THAT Report Number 09TS0187 PL:kb entitled, Strategy for the Development of Darwin's State Square Precinct, be received and noted.
- B. THAT Council write to the Northern Territory Government requesting a meeting to discuss the State Square Precinct project and issues raised in this report concerning the coordination of the project.

**PETER LINDWALL**  
**STRATEGIC TOWN PLANNER**

**LUCCIO CERCARELLI**  
**GENERAL MANAGER INFRASTRUCTURE**

Any queries on this report may be directed to Peter Lindwall on 89300528 or Email [p.lindwall@darwin.nt.gov.au](mailto:p.lindwall@darwin.nt.gov.au)

**13 OFFICER'S REPORTS****13.4 Liquor Licence Variation – The Airport Hotel - Lot 9717 (227) McMillans Road, Jingili**

Report No. 09TS0176 BS:lm (13/10/09) Common No. 01660911

*Report Number 09TS0176 attached.*

ENCL: YES

**DARWIN CITY COUNCIL**

DATE: 13/10/2009

**REPORT**TO: 2<sup>nd</sup> ORDINARY COUNCIL MEETING/OPEN A **APPROVED:** BSFROM: GENERAL MANAGER INFRASTRUCTURE **APPROVED:** PLREPORT NO: 09TS0176 BS:lm **APPROVED:** LC

COMMON NO: 1660911

SUBJECT: LIQUOR LICENCE VARIATION - THE AIRPORT HOTEL  
LOT 9717 (227) MCMILLANS ROAD, JINGILI**ITEM NO: 13.4****SYNOPSIS:**

Barreau Peninsula Pty Ltd has applied to the Northern Territory Licensing Commission for a variation to the liquor licence at the Airport Hotel.

The application is to extend the liquor licence trading hours and remove a condition from the existing liquor licence, refer **Attachment A**.

This report has been tabled at the 2<sup>nd</sup> Ordinary due to statutory deadlines. The report recommends that Council has no objections or comments regarding this application.

**GENERAL:**

Currently the Airport Hotel can trade in the Saloon Bar and Bistro to 1:00am Thursdays to Saturdays in conjunction with entertainment. With recent upgrades to the hotel focusing more towards family dining, bar, functions and gaming, the venue is no longer suitable for live entertainment.

This application is for the removal of the condition: "On Thursdays, Fridays and Saturdays trading shall be extended to 01:00 hours (the following day) in conjunction with entertainment" and to permanently extend the trading hours from Wednesday to Saturday to 01:30 hours for the Saloon Bar and Bistro only.

**Applicant:** Barreau Peninsula

**Name of Premises:** Airport Hotel

**Proposed Conditions:**

- Extend trading hours of the saloon bar and bistro within the Airport Hotel from 23:30 hours until 01:30 hours Wednesday to Saturday.

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 LOT 9717 (227) MCMILLANS ROAD, JINGILI

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- To delete the following condition currently contained in the hotel's liquor licence pertaining to the saloon bar and bistro:

“On Thursdays, Fridays and Saturdays trading shall be extended to 01:00 hours (the following day) in conjunction with entertainment”

- This variation is for the saloon bar and bistro only.

### **Trading Hours:**

The proposed changes to the existing Trading Hours are:

until 01:30 hours Wednesday to Saturday

### **Council's Land Affected**

No Council owned or controlled land is affected by the proposal.

### **Considerations Under The Liquor Act**

#### **Grounds For Objection Under Section 47F(2) Of The Liquor Act**

Pursuant to Section 47F(2) of the Liquor Act an objection may only be made on the grounds that the grant of the licence may or will adversely affect:

- (a) The amenity of the neighbourhood where the premises the subject of the application are or will be located; or
- (b) Health, education, public safety or social conditions in the community.

### **Conclusion**

There appears to be nothing related to this application which would be grounds for objection under Section 47F(2) of the Liquor Act.

### **Conditions To A Liquor Licence – Section 3 Objects Of The Act & Section 6 Public Interest Criteria**

With an increase of temporary variations to the current liquor licence allowing trading until 1.30 am, the Airport Hotel has not received any noise complaints from residents in the surrounding area. The hotel shuts all their doors and windows at an appropriate time each and every night to help control the noise.

The new Gateway Airport Hotel adjacent to the hotel has increased the patronage of the Airport Hotel, as the motel has a limited food service and a restricted liquor licence.

As the licence extension does not include any outside areas where noise could be a problem, and with the removal of live entertainment within the premises, the variation

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LOT 9717 (227) MCMILLANS ROAD, JINGILI

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to the current liquor licence is not expected to affect the amenity of the surrounding area.

### **Conclusion**

There appears to be nothing related to this application which would require additional considerations or conditions of the proposed licence under Section 3 & 6 of the Liquor Act.

### **FINANCIAL IMPLICATIONS:**

Nil.

### **STRATEGIC PLAN IMPLICATIONS:**

The issues addressed in this report are in accordance with the following goals/strategies of the Darwin City Council 2008 – 2012 as outlined in the 'Evolving Darwin Strategic Directions: Towards 2020 and Beyond':-

#### **Goal 1 Achieve Effective partnerships and Engage in Collaborative Relationships**

##### **Outcome**

1.1 Improve relations with all levels of Government

##### **Key Strategies**

1.1.4 Play a strategic role in the planning and developmental processes that impact Darwin.

### **LEGAL IMPLICATIONS:**

Nil

### **ENVIRONMENTAL IMPLICATIONS:**

Nil.

### **PUBLIC RELATIONS IMPLICATIONS:**

Nil.

### **COMMUNITY SAFETY IMPLICATIONS:**

Nil.

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LOT 9717 (227) MCMILLANS ROAD, JINGILI

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**DELEGATION:**

Not applicable as delegation not utilised and matter has been referred to Council for a decision.

**CONSULTATION:**

Nil.

**PROPOSED PUBLIC CONSULTATION PROCESS:**

Nil.

**APPROPRIATE SIGNAGE**

Nil.

**RECOMMENDATIONS:**

- A. THAT Report Number 09TS0176 BS:lm entitled, Liquor Licence Variation, The Airport Hotel – Lot 9717 (227) McMillans Road, Jingili, be received and noted.
- B. THAT Council endorse the following comments to be forwarded to the Director of Licensing, Racing, Gaming and Licensing:
  - i). Council raises no objection to the proposal under Section 47F(2) of the Liquor Act.
  - ii). Council has no comments in relation to the proposal taking into account the Objects of the Liquor Act as defined in Section 3 and 6 of the Liquor Act.

**PETER LINDWALL**  
**STRATEGIC TOWN PLANNER**

**LUCCIO CERCARELLI**  
**GENERAL MANAGER INFRASTRUCTURE**

Any queries on this report may be directed to Brian Sellers, Planning Officer on extension 8930 0683 or email [b.sellers@darwin.nt.gov.au](mailto:b.sellers@darwin.nt.gov.au)

LIQUOR ACT**2<sup>nd</sup> NOTICE OF APPLICATION FOR A VARIATION TO LIQUOR LICENCE  
CONDITION****AIRPORT HOTEL**

Barreau Peninsula Pty Ltd, HEREBY GIVE NOTICE that it has applied to the Northern Territory Licensing Commission for a variation to the "Airport Hotel" Liquor Licence to sell from the premises known as "Airport Hotel" located at 227 McMillans Road, JINGILI NT 0810.

Proposed variations are:

- Extend trading hours of the Saloon Bar and Bistro within the Airport Hotel from 23:30 hrs until 01:30 hrs Wednesday to Saturday; and
- To delete the following condition currently contained in the Hotel's liquor licence pertaining to the Saloon Bar and Bistro:

"On Thursdays, Fridays and Saturdays trading shall be extended to 01:00 hours (the following day) in conjunction with entertainment."

This variation is for the Saloon Bar and Bistro only.

This is the second notice of application.

The objection period is deemed to commence from Friday, 2 October 2009. (date of publication of second notice).

Pursuant to Section 47F(2) of the Liquor Act an objection may only be made on the ground that the grant of the licence may or will adversely affect:

- (a) the amenity of the neighbourhood where the premises the subject of the application are or will be located; or
- (b) health, education, public safety or social conditions in the community.

Only those persons, organisations or groups described in Section 47F(3) of the Liquor Act may make an objection. Section 47G of the Liquor Act requires the Director of Licensing to inform the applicant of the substance of any objection. This will include the identity and where relevant the address of the objector. Objections to this application should be lodged in writing with the Director of Licensing within thirty (30) days of the commencement date of the objection period (from the date of the second advertisement).

For further information regarding this application contact the Director of Licensing on telephone 8999 1800. Objections to this application should be lodged in writing with the Director of Licensing, Licensing, Regulation and Alcohol Strategy, GPO Box 1154, Darwin, within thirty (30) days of the commencement date of the objection period.

Dated this 2 October 2009

28<sup>th</sup> September 2009

Office of Liquor and Gaming  
Enterprise House  
28-30 Knuckey St  
Darwin NT 0801



RE: Extended Trading Application

To Whom It May Concern:

On behalf of Barreau Peninsula Pty Ltd (license # 801003070) t/a the Airport Hotel and situated at 227 McMillan's Road Jingili NT 0810 I hereby apply for the following extended trading hours in the Saloon Bar & Bistro area of the hotel:

Wednesday 01:30 (the following day)  
Thursday 01:30 (the following day)  
Friday 01:30 (the following day)  
Saturday 01:30 (the following day)

I also seek an exception from the requirement to provide entertainment as a condition of these extended trading times due to the layout of this venue not being suitable for live entertainment and the hotel concentrating on the food, bar, function and gaming operations.

The Airport Hotel has established itself in the Darwin market as family friendly hotel offering excellent meals and service at an affordable price. The hotel has undergone a significant upgrade and now offers excellent customer facilities including function and alfresco style dining areas. This has resulted in increase in trade and a demand by our local patrons for extended trading times along with an increase in demand for functions such as weddings, 50<sup>th</sup> birthday parties, sporting club presentations and conferences.

The demand on our facilities can be highlighted by the number of approvals for temporary variations in accordance with license provisions sought by the hotel over the last 12 months.

The recent opening of the 64 room Gateway Airport Motel adjacent to the hotel has also seen an increase in demand for food and beverage sales due to the Motel having limited food options (breakfast only) and a restricted liquor license. The Gateway Airport Motel also wishes to promote conference and wedding packages in conjunction with the Airport Hotel due their limited facilities. For this to work extended trading times are a necessity. The Motel also attracts a large number of tourists who come and go throughout the evening depending on flight times. This has also resulted an increase in demand for the hotel facilities

The hotel sponsors 2 local sporting clubs namely the Wanders Football Club and Brothers Rugby League Club both of whom have no or limited club facilities. Both clubs rely on the hotel as an after game meeting place for the presentation of awards and team meetings.

The Airport Hotel  
ABN # 13 718 108 898  
227 McMillian Road, Jingili, NT 0810  
ph: (08) 8985 4555  
fax: (08) 89482232

Administration  
PO Box 62  
Kilburn North, SA 5084  
ph: 08 8262 7400  
email: admin@bahotels.com.au

In accordance with Part I (6)(2) of the Liquor Act:

**6 Public interest criteria in respect of licence or licensed premises**

(2) For subsection (1), the criteria are the following:

- (a) *harm or ill-health caused to people, or a group of people, by the consumption of liquor is to be minimised;*

The Airport hotel has strict policies in place regarding behaviour in the hotel as to stop any harm or ill-health happening to any customers or staff.

- (b) *liquor is to be sold, or sold and consumed, on licensed premises in a responsible manner;*

The Airport Hotel has strict policies in place regarding the responsible service of alcohol. This includes staff training in identifying and dealing with intoxicated patrons.

- (c) *public order and safety must not to be jeopardised, particularly where circumstances or events are expected to attract large numbers of persons to licensed premises or an area adjacent to those premises;*

The Airport Hotel always follows all guidelines and points in the Liquor Act concerning public order and safety. Any circumstances or events that are expected to attract large numbers such as local sporting events or functions, we always roster on extra staff on, including crowd controllers. We make sure that we never exceed the amount of patrons allowed in any of our licensed areas.

- (d) *the safety, health and welfare of persons who use licensed premises must not be put at risk;*

The safety, health and welfare of all patrons and staff are never put at risk. We follow all relevant rules and regulations concerning a licensed venue. This includes all safety regulations and fire regulations. We also adhere to capacity regulations for all licensed areas in the hotel.

- (e) *noise emanations from licensed premises must not be excessive;*

The Airport Hotel has taken possible noise emanations into consideration. The proposed license extension does not include any outside areas where noise could pose a problem for neighbours. All windows and doors will be shut every night at an appropriate time as so any license extension will have no affect on any of the surrounding area of the Hotel.

- (f) *business conducted at licensed premises must not cause undue offence, annoyance, disturbance or inconvenience to persons who reside or work in the neighbourhood of the premises or who are making their way to or from, or using the services of, a place of public worship, hospital or school;*

The licensed area that we have applied for the extension is all internal area, thus there is no impact on the surrounding area. We have had many functions over the past two years using Temporary Variations to go as late as 1:30am. With every temporary variation, we have never had any trouble or complaints from anyone about excess noise coming from the hotel.

- (g) *a licensee must comply with provisions of this Act and any other law in force in the Territory which regulate in any manner the sale or consumption of liquor or the location, construction or facilities of licensed premises, including:*
- (i) *by-laws made under the Local Government Act; and*
  - (ii) *provisions of or under the Planning Act;*

The Airport Hotel complies with all provisions of the Liquor and Planning Act including all Local Government laws regarding a licensed venue.

- (h) *each person involved in the business conducted at licensed premises must receive suitable training relevant to the person's role in the conduct of the business;*

All staff receive relevant training for their particular roll at The Airport Hotel. The Airport Hotel train all staff in responsible service of alcohol and responsible gambling. We also train staff on safe working practices in all areas of the hotel, providing safety equipment for areas that require it.

- (i) *the use of credit in the sale of liquor must be controlled;*

The only place in The Airport Hotel where we allow credit in the sale of liquor is in the bottle shop. These sales are usually corporate clients or sporting teams or clubs that we sponsor.

- (j) *practices which encourage irresponsible drinking must be prohibited;*

The Airport Hotel and staff never encourage irresponsible drinking in any area of the hotel. We do not do give any alcohol away as free promotions or anything like two for one drinks. All drinking games are completely prohibited in all areas of the hotel.

- (k) *it may be necessary or desirable to limit any of the following:*

- (i) *the kinds of liquor that may be sold;*
- (ii) *the manner in which liquor may be sold;*
- (iii) *the containers, or number or types of containers, in which liquor may be sold;*
- (iv) *the days on which and the times at which liquor may be sold;*

The Airport Hotel do not sell any high alcoholic content pre-mixed drinks in our bars. We only trade at times in accordance with our Liquor Licence. All staff are trained to be conscious of where and by whom all alcoholic beverages they sell are consumed.

- (l) *it may be necessary or desirable to prohibit persons or limit the number of persons who may be on licensed premises, on any particular part of licensed premises or in an adjacent area subject to the control of the licensee;*

The Airport Hotel never allows the amount of patrons in any licensed area to exceed the number permitted by the licence. Each licensed area is signed with the capacity for that particular area.

*(m) it may be necessary or desirable to prohibit or limit the entertainment, or the kind of entertainment, which may be provided on licensed premises or in an adjacent area under the control of the licensee;*

The Airport Hotel do not allow entertainment or amplified music in any outdoor area after 22:00 on any day.

The Airport Hotel complies with all provisions of the Liquor and Planning Act including all Local Government laws regarding a licensed venue.

*(n) it may be necessary or desirable to prohibit or limit promotional activities in which drinks are offered free or at reduced prices.*

The Airport Hotel does not run promotional activities in which drinks are free. However, we do have functions that run with drink packages where the drinks are all paid for by things like a sporting club. At these functions, all drinks are always served by an RSA credited Airport Hotel staff member and all responsible service of alcohol regulations are followed and enforced.

Should you have any further queries regarding this application then please contact me.

Steve Green  
Hotel Manager  
Airport Hotel

**13 OFFICER'S REPORTS****13.5 1<sup>st</sup> Quarter Budget Review 2009/10**

Report No. 09A0201 (21/10/09) Common No. 1675637

*Report Number 09A0201 attached.*

ENCL: YES

**DARWIN CITY COUNCIL**

DATE: 21/10/2009

**REPORT**

TO: ORDINARY COUNCIL MEETING / OPEN

APPROVED: FC

FROM: FINANCE MANAGER

APPROVED: KS

REPORT NO: 09A0201

APPROVED:

COMMON NO: 1675637

SUBJECT: 1ST QUARTER BUDGET REVIEW 2009/2010

ITEM NO: 13.5

**SYNOPSIS:**

This report provides information on program budgets requiring variation due to amendments to Council activities and actual income and expenditure differing from the budgeted amounts. Budget variations require Council to vary the estimates in accordance with Regulation 128 of the Local Government Act.

**GENERAL:****Budget Variations**

A summary of all variation requests can be found in the following Attachments to this report -

1. Attachment A – Recurrent Budget Variations – with identified funding
2. Attachment B – Capital Budget Variations – with identified funding

**Reduction in General Rates Income due to Revised Land Valuations**

As Council is aware, it has been presented with a general rates income funding shortfall in the 2009/10 financial year due to the receipt of revised land valuations for certain properties in the Darwin region from the Valuer General's Office. Suburbs affected include Cullen Bay, Bayview, Millner, Rapid Creek and Stuart Park. Assuming no further revised land valuations will be received, this shortfall is approximately \$314,000.

As Council's budget for the 2009/10 financial year had already been adopted in June and the end of financial year reporting completed by the time the revised land valuations were received, it is necessary to address the funding shortfall in this budget review.

Over the past few years, rising interest rates meant that favourable investment returns often represented a source of untied funding for budget reviews. Council

budgeted conservatively for interest income and any returns over and above were a bonus and were available for use as a source of funding for unbudgeted projects. This was a practice mirrored by many local government agencies.

Record low interest rates resulting from the global economic crisis has seen this practice cease. Council is currently earning little more than CPI on its investments. In addition, there are ever increasing cost pressures on budgets and this has resulted in tighter budget control with any additional funding quickly identified and allocated for use.

As there was no unallocated funding available to offset the general rates income shortfall it was necessary to look at alternative sources of funding. There were three areas reviewed for this purpose:

- Option 1. Savings or gains from current budget programs
- Option 2. Carry forward programs not yet expended
- Option 3. Reserves

In relation to Option 1, the Chief Officer's Group are of the opinion that it is too early in the financial year to tell if a program was going to come in under budget due to the tighter budget control already mentioned, and that it was going to be difficult to find funding from current budget programs without causing an associated decreased level of service to the community.

Option 3 was deemed unsuitable as the Reserves that Council currently has are all identified for specific use or are budgeted to be expended in the 2009/10 financial year.

In relation to Option 2, Council staff have been able to identify sufficient funding to cover the general rates income shortfall through the re-allocation of carry forward funding included for programs where it is not definite they will occur. These programs include:

- Apprenticeship and graduate program \$162,646

A review of the 2009/10 budget allocation and intake numbers has shown that there should be sufficient funding in the 2009/10 budget to support current numbers. The carry forward funding was identified for use as part of a grant application where 2 graduates would be partly funded by Council, however, the 2009/10 budget allocation should be sufficient to cover this requirement.

- East Point Cliff Restoration Works \$79,133

A carry forward of \$279,133 was identified for these works, however, given the nature of the works has not been finalised, it was deemed that an allocation of \$200,000 would be sufficient for the present time.

- Darwin Entertainment Centre Maintenance \$49,821

A carry forward of \$169,821 for maintenance programs was identified, however, as the agreed level of additional funding was \$120,000 it was deemed that any amount over and above should be reallocated to contribute to the funding shortfall.

- Community Services Operational Projects \$12,930

There are various small community projects carried forward for community services and it was deemed that they could be funded from one general allocation and the smaller allocations should be reallocated to the funding shortfall.

- Traffic Management \$8,000

There was a carry forward of \$8,000 identified for training held early in July but it was deemed that this could be funded from the 2009/10 budget allocation.

- Other \$1,774

Untied funding identified as available to be reallocated to the funding shortfall.

- Total \$314,304

While it would still be preferable to be reimbursed for the value of the general rate income shortfall prudency denotes that Council must address the funding issue so that it does not risk putting itself into a funding deficit.

Discussion around the remaining budget variations follows.

Variations considered noteworthy are detailed below.

#### **Increase in Revenue**

- \$1,669,996 – Blackspot funding to be received in 2009/10 for Woolner Road and Bishop Street construction works
- \$545,000 – Carparking shortfall contribution received in 2009/10 to be transferred to CBD Carparking Shortfall Reserve
- \$32,500 – NTG grant monies for stage one of Parap Site Redevelopment Master Plan

#### **Decrease in Expense**

- \$27,000 – Remaining funds from Westlane Arcade air conditioner replacement to be transferred back to Offstreet Parking Reserve

### **Increase in Expense – Funded from grants, savings or additional income**

- \$1,669,996 – Expenditure of Blackspot funding for Woolner Road and Bishop Street construction to be received in 2009/10
- \$79,000 – Christmas Events
  - \$64,000 Christmas Decorations
  - \$10,000 Here Comes Santa Clause event
  - \$5,000 Santa in the Mall
- \$75,000 – Funds required for Pre-Cyclone cleanup to be funded from Waste Management Reserve:
- \$49,000 – Drainage works at Lot 5064 Coonawarra Road to be funded from minor capital works
- \$32,500 – Increased expenditure to offset NTG grant monies for stage one of Parap Site Redevelopment Master Plan
- \$30,000 – WW2 Interpretative Signage to be funded from Bi Park Master Plan works
- \$25,000 – Environmental assessment at 103 Smith St (Hertz site) offset by anticipated lease income
- \$21,350 – Upgrade Parap Recreation Facility
- \$15,000 – Vickers Vimy 90<sup>th</sup> Anniversary Sponshorship

### **Decrease in Revenue**

- \$2,027,273 – grant monies for CBD Revitalisation Project received in 2008/09 to be transferred from CBD Revitalisation Reserve
- \$314,000 – reduction in general rate revenue resulting from revised land valuations

### **FINANCIAL IMPLICATIONS:**

Council's original 2009/10 budget is based on a nil surplus carried forward from 2008/09.

As part of the 2009/2010 Budget Process and the adoption of the 2009/2010 Municipal Plan, Council adopted the agreed level of services and projects to be delivered in the 2009/2010 Financial Year.

As a result of all variations, Council is carrying forward a very small budget surplus of \$304.

### **Summary Table**

Budgeted Funding Surplus/(Deficit) 2009/2010	\$0
Funded 1 <sup>st</sup> Quarter Budget Variations	\$0
Unfunded 1 <sup>st</sup> Quarter Budget Variations	\$314,000
Funding from Carry Forward Budget	\$314,304
Available Surplus/(Deficit) Carried Forward	\$304

### **Deferred Budget Considerations**

As there was no further funding available, the residents publication budget review request for \$80,700 on Council decision 20\2049 and the Beach Patrol funding for \$33,000 on Council decision 20\1777 are both recommended for deferral to the Second Quarter Review.

The variations propose the following transfers to and from Reserves –

**Transfers to Reserves**

- \$545,000 – Transfer carparking shortfall contribution to CBD Carparking Shortfall Reserve
- \$27,000 – Transfer to Offstreet Carpark Reserve unused funding from Air conditioner replacement at Westlane Arcade Carpark

**Transfers from Reserves**

- \$2,027,273 – Transfer from CBD Revitalisation Reserve grant monies budgeted in 2009/10 but received 2008/09
- \$75,000 – Transfer from Waste Management Reserve to fund additional costs of Pre Cyclone clean up

**CONSULTATION:**

- Chief Officer's Group
- Relevant officers responsible for budgets

**RECOMMENDATIONS:**

- A. THAT Report Number 09A0189 entitled 1st Quarter Budget Review 2009/2010 be received and noted.
- B. THAT Council resolve in to vary the budget as listed in **Attachments A & B** of Report Number 09A0189 entitled 1st Quarter Budget Review 2009/2010.

**KELLY STIDWORTHY**  
**FINANCE MANAGER**

**FRANK CRAWLEY**  
**GENERAL MANAGER**  
**CORPORATE SERVICES**

Any queries on this report may be directed to Kelly Stidworthy extension 5523 or email [k.stidworthy@darwin.nt.gov.au](mailto:k.stidworthy@darwin.nt.gov.au).

ATTACHMENT A

RECURRENT BUDGET VARIATIONS 2009/10 WITH IDENTIFIED FUNDING

Department	Request Number	Project Name	Council Decision	Budget Number	Revenue	Reserve	Loan	Subsidies	
<b>GEO</b>									
Communications & Marketing		Funding required for Council decisions 20\2046 and 20\2047 funded from carry forward funding.		05/322060/180/100	-70,000				
				05/221040/300/305	-24,000				
			18	05/130000/300/320	15,000				
			19.1	05/130001/300/100	10,000				
	19.2	Funds required for Santa in the Mall.	20\2047	05/130001/300/100	5,000				
	19.3	Funds required for Christmas Street Decorations.	20\2047	05/130040/300/105	64,000				
<b>GEO Total</b>					<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Climate Change &amp; Environment</b>									
Waste Management	13.1	Balance of funding required for pre-cyclone cleanup to be funded from Waste Management Reserve.		05/421408/451/499	-75,000				
				05/333006/180/105		75,000			
<b>Climate Change &amp; Environment Total</b>					<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Community &amp; Cultural Services</b>									
Community & Cultural Services	23	Provision of occasional child care review at Parap pool funded from unused facilities upgrade funding.	20\1744	05/332086/180/105	-8,000				
				05/223001/300/105	8,000				
General Library Services	16	Recognition of grant funding from Dept Health & Families to fund programs for seniors month.		05/236030/750/721				-800	
				05/235000/300/104				800	
Animal Management	15	Transfer employee budget from Animal Control to Parking and Infringements to reflect multi-skilling across programs.		05/241000/300/001	-83,530				
				05/242003/300/001	69,124				
Parking/Generals	15	Transfer employee budget from Animal Control to Parking and Infringements to reflect multi-skilling across programs.		05/242000/300/001	14,406				
				05/423130/550/551	-545,000				
Off Street Parking	26	Recognise carparking shortfall contribution income and associated transfer to CBD Shortfall Carparking Reserve.		05/421410/451/499		545,000			
<b>Community &amp; Cultural Services Total</b>					<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Corporate Services</b>									
Accounting Services	27	Reduction of general rate income due to revised land valuations: affected suburbs: Cullen Bay, Bayview, Millner, Rapid Creek, Stuart Park.  Funding required for general rate income reduction funded from carry forward funding.		05/423030/500/503	314,000				
				05/441004/300/001	-162,646				
				05/332081/180/104	-79,133				
				05/210001/150/100	-49,821				
				05/224001/300/104	-12,930				
				05/311000/320/342	-8,000				
				05/331030/750/723	-1,200				
				05/221040/300/305	-574				
				05/45130/580/592	-25,000				
				05/455000/300/305	25,000				
<b>Corporate Services Total</b>					<b>-304</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Grand Total</b>					<b>-304</b>	<b>0</b>	<b>0</b>	<b>0</b>	

**ATTACHMENT B**

**CAPITAL BUDGET VARIATIONS 2009/10 WITH IDENTIFIED FUNDING**

Department	Request Number	Project Name	Council Decision	Budget Number	Revenue	Reserve	Loan	Subsidies
<b>Community &amp; Cultural Services</b>								
Community & Cultural Services	9	Recognition of grant funding from NTG to develop Parap recreational facility masterplan.		05/210030/750/739				-32,500
				05/221069/180/104				32,500
Community & Cultural Services	1	Upgrade of Parap recreation facility to enable tenancy/funded from aquatic facilities masterplan allocation.	20/1846	05/221061/180/105	-21,350			
				05/223004/300/105	21,350			
<b>Community &amp; Cultural Services Total</b>					<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Infrastructure</b>								
Technical Services	24	Blackspot funding for Woolner Rd & Bishop St construction to be received in 2009/10.		05/322064/180/105				1,669,996
				05/322031/750/782				-1,669,996
	5	Transfer of unused LATM funding to construction of central concrete island at Lakeside Drive and Stashniewski Street intersection.		05/322064/180/105	-4,454			
				05/322064/180/105	4,454			
	6	Council contribution to construction of drain at Lot 5064 Coonawarra Rd, Winnelie to be funded from minor capital works.	20/0652	05/322064/180/100	-49,000			
				05/322060/180/104	49,000			
	20	Recognition of contribution received for stormwater drainage at Lot 5064 Coonawarra Rd, Winnelie and transfer of funding to stormwater drainage construction program.		05/322033/700/719	-15,000			
				05/322060/180/105	15,000			
Parks & Reserves	4	Funds required to complete foreshore fencing project funded from parks infrastructure refurbishment program.		05/341060/180/104	-3,573			
				05/341061/180/104	3,573			
	7	Funding required to engage consultant for WW/2 Interpretative Signage project funded from Road Ancillary Bi Park Master Plan Work.		05/341060/180/100	-30,000			
Building Services	7	Funding required to engage consultant for WW/2 Interpretative Signage project funded from Road Ancillary Bi Park Master Plan Work.		05/332063/180/104	30,000			
	21	Transfer unspent funding from Westlane Arcade airconditioner replacement to Offstreet Parking Reserve.		05/332060/180/105		-27,000		
				05/421410/451/499		27,000		
Infrastructure Projects	25	Recognise CBD Revitalisation grant funding that was received in 2009/09 and transferred to CBD Revitalisation Reserve.		05/421427/451/499		-2,027,273		
				05/322032/750/799		2,027,273		
<b>Infrastructure Total</b>					<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Grand Total</b>					<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**13 OFFICER'S REPORTS****13.6 Provision of Services to Darwin Waterfront Corporation**  
Report No. 09A0202 LC (13/10/09) Common No. 316857

*Report Number 09A0202 attached.*



ENCL: YES

**DARWIN CITY COUNCIL**

DATE: 13/10/09

**REPORT**

TO: ORDINARY COUNCIL / OPEN

APPROVED: LC

FROM: CHIEF EXECUTIVE OFFICER

APPROVED: BD

REPORT NO: 09A0202

COMMON NO: 316857

SUBJECT: PROVISION OF SERVICES TO DARWIN WATERFRONT CORPORATION

**ITEM NO: 13.6****SYNOPSIS:**

This report is to keep Council fully informed about the content of the draft agreement and to advise that, subject to finalising any minor changes, it is likely that the agreement for services will most likely be signed on Wednesday 28 October 2009.

**GENERAL:**

Council's last considered this matter in January 2009 and resolved as follows;

**Ordinary Council Meeting – Confidential Section  
Tuesday 27 January 2009**

THAT the Council delegate to the Chief Executive Officer, in accordance with Section 32(2)(d) of the Local Government Act, the power to finalise the contract with the Darwin Waterfront Corporation.

THAT in accordance with Section 26(2)(a) of the Local Government Act, the Common Seal be affixed by the Lord Mayor and Chief Executive Officer to the finalised agreement.

THAT once the matters are finalised, a report be brought back to Council for information purposes.

DECISION NO 20/1143 (27/01/09)

Carried

ACTION CEO EA  
ACTION LM  
AACTION A/CA (DELEGATION B)  
NOTE:CA

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Over the past two (2) years months, Council has been in discussion with the Darwin Waterfront Corporation with the intention that Council would provide a full range of municipal services to the Corporation on a contract basis. The agreement has been drafted in consultation with Council's legal advisors, Cridlands MB.

In May 2008, Council provided an estimate of annual costs which was rejected by the Corporation. The Corporation then requested that Council prepare a quote on specific services being rates administration, regulatory services, library services and the use of the Shoal Bay Waste Disposal facility. They have gone to public tender for the remaining municipal services.

In recent months Council Officers have met on several occasion with the Corporation and discussed indicative charges for the required services. The Council's quotes were based on full cost recovery plus a profit margin of 15% as per Council Decision No. 20\0046 of 29/4/08.

A full copy of the finalised agreement is attached to this report for Council's information.

### **FINANCIAL IMPLICATIONS:**

It is expected that Council will return a profit of \$50,000.

### **STRATEGIC PLAN IMPLICATIONS:**

The issues addressed in this Report are in accordance with the following Goals/Strategies of the Darwin City Council 2008 – 2012 as outlined in the 'Evolving Darwin Strategic Directions: Towards 2020 and Beyond':-

#### **Goal**

1 Achieve Effective Partnerships and Engage in Collaborative Relationships

#### **Outcome**

1.1 Improve relations with all levels of Government

#### **Key Strategies**

1.1.3 Develop partnerships and joint projects with other levels of government

#### **Goal**

7 Demonstrate Effective, Open and Responsible Governance

#### **Outcome**

7.1 Effective governance

#### **Key Strategies**

7.1.3 Manage Council's affairs based on a sustainable financial strategy

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**Goal**

7 Demonstrate Effective, Open and Responsible Governance

**Outcome**

7.2 Display strong and effective leadership, within Council and across Government

**Key Strategies**

7.2.1 Display contemporary leadership and management practices within Council

**LEGAL IMPLICATIONS:**

The agreement has been structured under advice from Cridlands MB.

**ENVIRONMENTAL IMPLICATIONS:**

Nil

**PUBLIC RELATIONS IMPLICATIONS:**

Nil

**COMMUNITY SAFETY IMPLICATIONS:**

Nil

**DELEGATION:**

Nil

**CONSULTATION:**

Cridlands MB – Richard Giles  
Relevant Council staff.

**PROPOSED PUBLIC CONSULTATION PROCESS:**

Nil

**APPROPRIATE SIGNAGE:**

Nil

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**RECOMMENDATIONS:**

- A. THAT Report Number 09A0202 entitled, Provision Of Services To Darwin Waterfront Corporation, be received and noted.
- B. THAT Council note that the Darwin Waterfront Corporation Agreement for Services Contract contained in **Attachment A** to Report No 09A0202, subject to any minor changes required, is scheduled to be finalised and signed off on Wednesday 28 October 2009.

**LIAM CARROLL**  
**MANAGER BUSINESS SERVICES**

**BRENDAN DOWD**  
**CHIEF EXECUTIVE OFFICER**

Any queries on this report may be directed to Liam Carroll on 8930 0559 or email [l.carroll@darwin.nt.gov.au](mailto:l.carroll@darwin.nt.gov.au)



“**Corporation By-laws**” means by-laws enacted by the Corporation under the DWC Act;

“**Council By-laws**” means the Darwin City Council By-Laws, as in force from time to time;

“**DWC Act**” means the *Darwin Waterfront Corporation Act*;

“**Library**” means the library nominated in Item 2 of Schedule 2;

“**LG Act**” means the *Local Government Act*;

“**Municipality**” means the municipality of Darwin;

“**Precinct**” means the Darwin Waterfront Precinct declared under section 4 of the DWC Act;

“**Resident**” means a person who resides in the Precinct;

“**Services**” means, collectively, all of the services described in clause 3;

“**Term**” means the term of this Agreement as provided for in clause 2;

“**Waste Disposal Facility**” means the waste disposal facility nominated in Item 1 of Schedule 2;

## 1.2 Interpretation

In the interpretation of this Agreement, except where the context otherwise requires:

- (a) words importing the singular number include the plural number and words in the plural number include the singular;
- (b) words importing any gender include all other genders;
- (c) words importing persons include a natural person, partnership, body corporate, association, government or local authority or agency or other entity;
- (d) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (e) all covenants, warranties, undertakings and agreements in this Agreement, if entered into by more than one (1) person, are deemed to be joint and several;
- (f) clause headings and sub-headings are inserted for convenience only, and have no effect in limiting or extending the language of this Agreement;

- (g) schedules to this Agreement are to be read and construed as part of this Agreement; and
- (h) an uncertainty or ambiguity in the meaning of a provision of this Agreement will not be interpreted against a party for reason only that that party prepared the provision.

## 2. PERIOD OF THE AGREEMENT

This Agreement commences on the Commencement Date and will continue for a period of 5 years (the Term) unless terminated earlier in accordance with clause 20.

## 3. PROVISION OF SERVICES

### 3.1 Rates Collection Services

- (a) The requirements and obligations of the Council under this clause 3 are subject to the Corporation:
  - (i) validly imposing rates pursuant to section 15(2) of the DWC Act;
  - (ii) promptly providing the Council with all information, details and particulars required in order to enable the Council to comply with its obligations under or arising out of this clause, including but not limited to:
    - (A) Where sufficient information is not obtainable from the Land Register under the *Land Title Act*, details of all ratepayers within the Precinct and such other information as may be required in order to maintain the assessment record pursuant to sub-clause 3.1(c); and
    - (B) copies of the resolution or declaration pursuant to which the Corporation has imposed the rates;
  - (iii) otherwise complying with the requirements of the DWC Act.
- (b) The Corporation:
  - (i) warrants that all information provided by it to the Council prior to the date of this Agreement for the purposes of the matters described in this clause or pursuant to the terms of this clause is and will be true, accurate and complete in all respects;
  - (ii) will do such things as are within its power or control to enable the Council to comply with the terms of this clause, including but not limited to the making of by-laws in terms of sections 153 and 154 of the LG Act and providing access to rate payer and property information as reasonably required by the Council; and
  - (iii) must comply with the requirements of subclauses 3.1(a) in sufficient time,

[1]

to enable the Council to comply with its obligations under or arising out of this clause.

- (c) The Council will maintain:
- (i) an assessment record in respect of land within the Precinct based on the information provided by the Corporation and otherwise in the form provided in section 152 of the LG Act; and
  - (ii) a record of outstanding rates due by the owners of land within the Precinct.
- (d) Based on the information provided by the Corporation pursuant to this clause 3, the Council must:
- (i) issue rates notices on the Corporation's letterhead, compliant with:
    - (A) the LG Act as far as applicable; and
    - (B) the Corporation By-laws, if any, and to the extent that they are not inconsistent with and do not impose additional obligations or require additional resources than required pursuant to the terms of the LG Act or any other Applicable Laws;

to; and
  - (ii) collect rates from,
 

those land holders or other persons who are from time to time liable to pay rates under the DWC Act.
- (e) The Council must in a separate advertisement but at the same time and in substantially the same format and manner as its own declaration of rates, publish notice of the declaration of rates by the Corporation, subject to the Corporation providing the information required under clause 3.1(a)(ii)(B) to Council prior to 1 July in each year.
- (f) The Council must perform its obligations under clause 3.1(d) in substantially the same manner as Council collects rates within the Municipality of Darwin and in accordance with the requirements of Schedule 1 provided that the owners or other persons liable to pay rates in respect of land within the Precinct will not be able to pay rates on or using the Council's website.
- (g) Within 14 days after the end of each 2 calendar monthly period ("the Collection Period") the Council must:
- (i) pay to the Corporation all rates collected by it in accordance with clause 3.1(d) during the preceding Collection Period; and

[1]

- (ii) provide the Corporation with a statement of the rates collected and rates remaining outstanding during the preceding Collection Period.
- (h) The Corporation must provide the Council with all information reasonably required for it to perform its obligations under this clause 3.1.
- (i) The Corporation must pay to the Council in the manner provided below, the costs of any upgrade of software used by the Council for the issue of rates notices, or in the collection of rates or rates related information, as may be required for the Council to perform its obligations under this Agreement. The Corporation will pay such reasonable costs within 30 days of receipt of a tax invoice from the Council. Any dispute by the Corporation as to the amount of such costs shall be made and determined in the manner provided in clause 4.1(d) & (e).
- (j) In acquiring any upgrade of software under clause 3.1(h), the Council must:
  - (i) obtain a licence for such upgraded software in the name of the Council; and
  - (ii) obtain the Corporation's approval (which must not be unreasonably withheld) of the costs of the upgrade to be borne by the Corporation.
- (k) Nothing in this Agreement confers upon the Corporation any right of ownership, or duty of maintenance or continuing upgrade, of any software mentioned in subclause 3.1(i) subsequent to the initial payment made under clause 3.1(i).

### 3.2 Waste Disposal Facility

- (a) Subject to payment by a Resident of the fees payable for use of the Waste Disposal Facility (which fees will be of the same amount and periodically adjusted in the same manner and by the same amount as referable to other persons not residing in the Municipality), the Council must allow Residents to access and dispose of rubbish at the Waste Disposal Facility, on the same terms and conditions as for other non residents of the Municipality.
- (b) The Council must provide Residents, upon application and subject to 3.2(a) without charge, any equipment such as access cards or tags, required to allow access to the Waste Disposal Facility and must keep records of each tag issued and the Resident to whom it was issued.
- (b) In complying with its obligation under clause 3.2(a), the Council must, on payment of the required fee, provide Residents with all necessary equipment and information required for the use of the Waste Disposal Facility by the Resident.

### 3.3 Animal Management

The Parties acknowledge and agree as follows:

- (a) It is intended that Council exercise management and control in respect of animals within the Precinct in a similar manner and on similar terms to that as applies within the Municipality;
- (b) The Parties will use their best endeavours, as the circumstances require, to:
  - (i) obtain the consent of the Minister for Local Government pursuant to section 14 of the LG Act, to exercise its powers under Part 3 of the Council By-laws (Animal Management) [in the Precinct](#);
  - (ii) amend the Council By-laws to extend them to animals kept within the Precinct;
  - (iii) cause the Council to be able to exercise management and control in respect of animals within the Precinct in the same manner and at the same cost as if Residents were residents of the Municipality

and that the Council's management of animals within the Precinct is subject to such matters being effected.

### 3.4 Library Services

- (a) The Council must under by-law 125 of the Council By-laws and for no further fee register as a "temporary borrower" of the Library during the Term, any Resident who requests registration and maintain such registration for so long as the Resident remains a resident of the Precinct, so as to allow such Residents, to access and use the Library during the Term, as if they were a person entitled to use the Library under the Council By-laws.
- (b) In complying with its obligation under clause 3.4(a), the Council must provide Residents all necessary equipment and information required for the use of the Library by the Resident as if the Resident was a resident of the Municipality.

### 3.5 Enforcement Services

- (a) The Council must, on behalf of the Corporation, carry out such of the enforcement services specified in Schedule 3 as the Corporation may request from time to time at the rates specified in Schedule 3, which will be adjusted to reflect changes to the costs of comparable services provided by the Council within the Municipality as advised by Council:
  - (i) Not less than 60 days before increasing a price pursuant to this sub-clause (a), the Council must give the Corporation notice in

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writing setting out the proposed increased price and the reasons for the increase;

- (ii) If the Corporation gives to the Council written notice of its objection to the proposed increase with reasons for its objection within 14 days of receipt of notice under sub-clause (i):
  - (A) the parties will negotiate in good faith in an attempt to resolve any differences;
  - (B) either party may, irrespective of any negotiations or lack of them, request the then President of the Australian Institute of Chartered Accountants (SA/NT branch) to appoint one of its Darwin members to resolve the dispute and determine a fair review of the rates in dispute. The member so appointed shall act as an expert not an arbitrator and will make his determination within 21 days of appointment, which determination will be final and binding on the parties who shall pay and bear any fees relating to the determination equally.
- (b) The Corporation must ensure that employees of the Council appointed as authorised persons under the *Local Government Act* are vested with such powers under the Corporation By-laws as are necessary for Council to meet its obligations under this clause 3.5.
- (c) The Parties will do all such things as are necessary to procure that any fines or penalties for breaches of the Council By-laws or the Corporation By-laws are paid to and become the property of the Council. Such amounts shall be recovered by the Council at no cost to the Corporation. The Corporation will hold any such monies paid to it on trust for and on behalf of the Council and will pay such monies to the Council as soon as practicable after receipt.

#### **4. PRICES AND PAYMENT**

##### **4.1 Agreement Price**

- (a) For the performance of the Services the Corporation must pay to the Council an amount ("the Service Fee") being:
  - (i) the costs and expenses reasonably incurred by the Council in the performance of the Services, plus an additional 15%; and
  - (ii) the annual amortised costs incurred by the Council in establishing the software and systems required to perform the Services, which are agreed at \$11,730 per annum.
- (b) The Corporation must pay to the Council within 30 days of receiving a tax invoice from the Council, which must be issued by Council quarterly in advance, and in each case for one quarter of:

[1]

- (i) the sum of \$50,314 (inclusive of the amount set out in clause 4.1(a)(ii)), on account of the estimated Service Fee for the first year of the Term;
  - (ii) the amount calculated in accordance with sub-clause (c) below on account of the estimated Service Fee for each other year of the Term.
- (c) During the month of July 2010 and in each subsequent year of the Term, the Council will provide to the Corporation a written statement and breakdown of:
- (i) the amount representing the costs and expenses actually incurred by the Council in the performance of the Services for the 12 months ending on the pre-ceding 30 June; and
  - (ii) the amount being the estimated costs and expenses to be incurred by the Council in the performance of the Services for the next 12 months (1 July to 30 June);
- together with a notice setting out, and a tax invoice for an amount equal to one quarter of, the difference between:
- (iii) the amounts referred to in sub-clauses (i) & (ii); and
  - (iv) the amount paid by the Corporation under sub-clause (b) on account of the costs and expenses for the pre-ceding year.
- (d) If the Corporation does not give to the Council written notice of its objection to the proposed price increase with reasons for its objection within 28 days of receipt of a statement provided under sub-clause (c), the statement will, in the absence of manifest error be deemed final and binding on the parties.
- (e) If the Corporation gives to the Council written notice of its objection to the statement with reasons for its objection within 28 days of receipt of the statement under sub-clause (c):
- (i) the parties will negotiate in good faith in an attempt to resolve any differences;
  - (ii) either party may, irrespective of any negotiations or lack of them, request the then President of the Australian Institute of Chartered Accountants (SA/NT branch) to appoint one of its Darwin members to resolve the dispute and determine a fair review of the amounts in dispute. The member so appointed shall act as an expert not an arbitrator and will make his determination within 21 days of appointment, which determination will be final and binding on the parties who shall pay and bear any fees relating to the determination equally.

The amounts specified in this clause are exclusive of GST.

## 4.2 Invoicing and GST

- (a) For the purposes of this clause 4.2 unless the context otherwise requires:
  - (i) “**GST**” means any tax imposed on Supply by or through the *A New Tax System (Goods and Services Tax) Act 1999* (“**the Act**”) and any related tax imposition legislation;
  - (ii) “**GST Rate**” means the percentage amount of GST payable determined under section 9-70 of the Act as amended from time to time;
  - (iii) “**Input Tax Credit**” and “**Supply**” have the meaning given to them in the Act; and
  - (iv) where any other term is used in this clause which is defined in the Act it has the meaning which it bears in the Act.
- (b) The parties acknowledge that the consideration under this Agreement is inclusive of GST, where GST is calculated using the GST Rate at the time of forming this Agreement.
- (c) The Council must provide the Corporation with a tax invoice and/or adjustment notes in relation to the Supply prior to an amount being paid by the Corporation under this Agreement.

## 4.3 Timing of Payment

- (a) The Corporation must make payments to the Council within thirty (30) days of receiving an invoice that complies with clause 4.2.
- (b) Failure by the Corporation to pay the amount payable at the due time:
  - (i) will not, subject to the terms of clause 20, be grounds to vitiate or avoid this Agreement; and
  - (ii) will entitle the Council to make a claim for interest on the late payment.
- (c) Interest must be claimed within ninety (90) days of the date the late payment was made by the Corporation and the claim must be in the form of a tax invoice. Interest are to be calculated daily for the period after the due date until the date payment is made by the Corporation, at the ninety (90) day bank bill rate published on 1 June each year. Where an interest period spans 1 June, the rate will be the rate published in the year the original invoice was issued.
- (d) The Corporation will not be liable for interest on any payments in respect of interest.

## 5 COORDINATION COMMITTEE

### 5.1 Formation of Coordination Committee

[1]

- (a) Within 30 days of the Commencement Date the parties will establish a Coordination Committee consisting of:
- (i) the CEO of each party or a nominee of either CEO with delegated authority to make decisions on behalf of the relevant party; and
  - (ii) any other employee or representative of either party as appropriate from time to time, provided that each party must give the other reasonable notice of proposed members or attendees of meetings of the Coordination Committee and the party will be entitled to have a counterpart appointed to the Coordination Committee or present at meetings of the Committee from time to time.
- (b) Each party's CEO (or the CEO's nominee from time to time) will be the first point of contact for the other party and must ensure the performance of that party's obligations and duties under this Agreement.

## 5.2 Functions of the Coordination Committee

- (a) The Coordination Committee is to review and monitor:
- (i) the performance of each party under this Agreement and resolve by agreement any performance issues raised;
  - (ii) any reports prepared by either party in relation to this Agreement;
  - (iii) any matters of concern to either party in relation to this Agreement; and
  - (iv) any other matter nominated by either party from time to time.

(b) Without limiting the generality of sub-clause (a), the Coordination Committee must, at the request of the Corporation and subject to clauses 11 and 12, review any decision, either generally or specifically, not to enforce any law in force in the Precinct and make such policies as to enforcement it determines appropriate.

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## 5.3 Meetings of Coordination Committee

- (a) The Committee will conduct its meetings with as little formality as possible.
- (b) A representative of the Corporation must:
- (i) prepare and provide the Council with a meeting agenda not less than 7 days before any meeting of the Coordination Committee; and
  - (ii) prepare and provide the Council with minutes of each meeting within 7 days of its occurrence; and

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- (iii) consider and respond to any comments made by the Council in relation to meeting agendas or minutes within a reasonable time of receiving them.
- (c) Meetings of the Coordination Committee will be held at such times and places reasonably agreed between the parties but must be held not less than quarterly.
- (d) Each party agrees to use its best endeavours to ensure its representatives attend meetings of the Coordination Committee.

#### **5.4 Removal or Replacement of Representatives**

Either party may remove or replace any one or more of its representatives on the Coordination Committee by giving notice to the other party nominating the replacement representative.

#### **5.5 Qualifications on power of Committee and Representatives**

Notwithstanding anything provided for under this clause 5, neither the Coordination Committee nor the parties' members or Representatives to the Coordination Committee have any power or authority to vary or amend this Agreement or vary, amend or release the rights, obligations or liabilities of the parties under this Agreement or to otherwise bind the parties.

#### **6. INTENTIONALLY OMMITTED**

#### **7. INTENTIONALLY OMMITTED**

#### **8. SCOPE CHANGES**

##### **8.1 Changes to Services**

- (a) The Corporation may request changes to the scope of the Services by written notice to the Council.
- (b) Council will agree to any minor or incidental change that does not:
  - (i) increase or expand the nature or scope of Services;
  - (ii) conflict with Council's policies or procedures;
  - (iii) conflict with or require Council to breach any other obligations it may have to any other person; or
  - (iv) in any way increase the costs or resources required of Council to fulfil its obligations under this Agreement.
- (c) The parties agree to negotiate in good faith as to any request for change other than as described in sub-clause (b), both as to the nature of the change requested and the additional fees and charges payable to Council. Any dispute will be resolved in the manner provided in clause 4.1(e)

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## 9. INTELLECTUAL PROPERTY

### 9.1 Ownership of Material

- (a) Any and all intellectual property in material that is produced under or in accordance with the terms of this Agreement including, without limitation, reports, technical information, software, plans, charts, photographs, drawings, calculations, tables, schedules and any other data ("Agreement Material") vests solely in the Corporation.
- (b) The Council its employees, agents or contractors must not use Agreement Material for any purpose other than the purposes of this Agreement, unless the Corporation consents otherwise in writing.
- (c) The Council must do all things necessary to confer ownership of any intellectual property in Agreement Material upon the Corporation.

### 9.2 Grant of licence to Council

- (a) The Corporation may, upon a written request from the Council, grant the Council such rights in respect of Agreement Material as the Corporation decides in its discretion.

## 10. CONFIDENTIALITY

### 10.1 Confidential Information

- (a) All information received or otherwise acquired by the Council from the Corporation its employees, agents or contractors in the course of performing the Services is deemed to be confidential information.
- (b) The Council must not at any time divulge or allow to be divulged to any person any confidential information, other than:
  - (i) to those persons to whom the Corporation has given written permission to divulge such confidential information;
  - (ii) to the extent required by law;
  - (iii) to the extent permitted under this Agreement or reasonably required to enable the Council to perform its obligations under this Agreement;
  - (iv) to the extent such information is already in the public domain; or
  - (v) to the persons provided for in sub-clause (c).
- (c) The Council shall take all steps reasonably necessary to ensure that the terms, conditions and information referred to in sub-clause (b) shall only be disclosed to such of the respective officers, employees, advisers, consultants and contractors of the Council as may reasonably require knowledge thereof in the course of their duties and functions in respect of the Services or this Agreement and shall, to the extent permitted by law, require any person to whom it intends to disclose

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such terms, conditions or information (who is not under statutory, professional or contractual duty to keep same confidential) to give a written undertaking to keep such terms, conditions or information confidential, and not to use the same for any purpose other than for the operation of this Agreement.

## 11. PRIVACY

### 11.1 Definitions

(a) In this clause:

**Act** means the *Information Act (NT)*

**Privacy Laws** means:

- (i) the Act; and
- (ii) the Information Privacy Principles set out in the Act or any 'code of practice' approved under the Act that applies to any of the parties to this agreement.

**Personal Information** means all information about a person that is "personal information" as defined in the Act which is collected and/or handled by any of the parties in connection with this agreement.

The Council agrees to deal with all Personal Information in a manner which is consistent with the Privacy Laws and any other relevant privacy legislation, as if the Council were a public sector organisation.

**11.2** The Council is to collect, use, disclose or otherwise deal with Personal Information only for the purposes of fulfilling its obligations under this agreement. The Council acknowledges that individuals have the right to request access to, and correction of, the Personal Information held about them.

**11.3** When this agreement expires or is terminated, the Council must, at the Corporation's discretion:

- (a) either return to the Corporation all records containing Personal Information;
- (b) retain any material containing Personal Information in a secure manner as approved by the Corporation; or
- (c) destroy or delete any Personal Information.

## 12. CONFLICT OF INTEREST

- (a) The Council warrants that, at the date of making this Agreement, to the best of its knowledge, no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement.
- (b) If a conflict of interest arises during this Agreement, the Council must:

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- (i) immediately notify the Corporation in writing of the conflict of interest and the steps it proposes to take to resolve or deal with the conflict of interest; and
- (ii) fully disclose to the Corporation all relevant information relating to the conflict of interest.

### **13. CORPORATION MATERIAL**

- (a) Any material provided by the Corporation to the Council for the purpose of this Agreement remains the property of the Corporation and, on the expiration or earlier termination of this Agreement, the Council must return to the Corporation all such material, provided that Council may retain and use copies of any such materials for the purpose of complying with its obligations under any Applicable Laws.
- (b) The Corporation must inform the Council of any material in which third parties hold the copyright and of any conditions attaching to the use of that material because of that copyright. The Council must use that material only in accordance with those conditions.

### **14. RELATIONSHIP BETWEEN CORPORATION AND COUNCIL**

- (a) The Council is engaged as an independent contractor and the Council and its employees, partners or agents are not employees, partners or agents of the Corporation.
- (b) The Council must:
  - (i) not represent itself to be an employee, partner or agent of the Corporation; and
  - (ii) ensure that its employees, partners and contractors do not represent themselves as employees, partners or agents of the Corporation,

unless required to do so in the performance of the Services.
- (c) The Council must not and must ensure that its employees, sub-contractors and agents do not, represent or purport to represent that it or they are the agent or representatives of the Corporation in the performance of any of the Services under this Agreement unless required to do so in order to perform the Services.

### **15. INDEMNIFICATION AND EXCLUSION OF LIABILITY**

- (a) The Council indemnifies the Corporation and the Corporation's officers, agents and/or contractors from and against any:
  - (i) loss or damage to any person or property; or
  - (ii) action, claim, demand, cost or expense (including the cost of defending or settling any action, claim or demand);

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which is caused or contributed to by:

- (iii) the Council or its employees agents or sub-contractors failing to comply with the conditions of this Agreement; or
  - (iv) any negligent act of the Council or the Council's employees, agents or contractors in the course of performing its obligations under this Agreement.
- (b) The Council's obligation to indemnify the Corporation under clause 15(a) will be reduced proportionally to the extent that the Corporation or its employees, agents or contractors contributed to the claim, demand, loss, damage, cost or expense incurred.
- (c) The Corporation indemnifies the Council and the Council's officers, agents and/or contractors from and against any:
- (i) loss or damage to the Council and the Council's officers, agents and/or contractors or any other person or property; or
  - (ii) action, claim, demand, cost or expense (including the cost of defending or settling any action, claim or demand);

arising out of the Council performing its functions and obligations under this Agreement in good faith, other than loss, damage, costs and expenses for which the Council is liable to indemnify the Corporation under sub-clause (a).

## 16. INSURANCE

Council must:

- (a) itself take out and maintain; and
- (b) require any subcontractors to take out and maintain,

such insurances as may be required under any law applicable to the Services or their delivery and provide reasonable evidence of such insurance upon request by the Corporation.

## 17. DIRECTIONS, LIAISON AND REPORTING

- (a) For the purposes of this clause 17 "Direction" means an instruction, order or other direction given to the Council, in writing, in relation to the performance of the Services, that does not result in:
  - (i) any increase or expansion in the nature or scope of Services;
  - (ii) any conflict with Council's policies or procedures;

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- (iii) any conflict with or require Council to breach any other obligations it may have to any other person;
  - (iv) any increase in the costs or resources required of Council to fulfil its obligations under this Agreement; or
  - (v) a variation to the terms and conditions set out in this Agreement.
- (b) The Council must:
- (i) comply with all Directions given by the Corporation; and
  - (ii) liaise with and report to the Corporation as the Corporation reasonably requires.

## 18. SECURITY AND ACCESS

- (a) If the Council uses any of the Corporation's premises in the course of supplying the Services, it must:
- (i) comply with all security and office directions and procedures in effect at those premises; and
  - (ii) ensure that its employees, contractors, agents and invitees comply with all security and office directions and procedures in effect at those premises.
- (b) The Corporation may by reasonable written notice of not less than 7 days, request details of, information relating to and access to records relating to or evidencing the provision of the Services and the Council must, where it is reasonably able to do so, provide same within a reasonable period of the Corporation's request. .

## 19. INTERVENING EVENT

- (a) For the purposes of this clause 19 "Intervening Event" means an event or circumstance beyond the control of the Council which occurs without the fault or negligence of the Council and includes (without limitation) accident, storm, cyclone, flood, fire, earthquake, explosion, hostility, war (declared or undeclared), insurrection, strike or other industrial action, change in law applicable to this Agreement, prohibition or restriction by foreign laws.
- (b) If the Council is affected by an Intervening Event, the Council:
- (i) must, as soon as possible after being affected, give the Corporation full particulars of the Intervening Event and how the Intervening Event affects the performance of its obligations under this Agreement;
  - (ii) is excused from performing its obligations under this Agreement to the extent that it is prevented or delayed from performing such obligations by the Intervening Event; and

- (iii) must take prompt, reasonable and appropriate action to enable it to resume performing the obligations prevented or delayed by the Intervening Event.

## **20. TERMINATION**

### **20.1 Termination for default**

- (a) Either party may terminate this Agreement by serving notice in writing on the other party if the other party:
  - (i) commits any serious breach or persistent breach of the express or implied terms or conditions contained in this Agreement and fails to remedy such breach within the time specified in a prior written notice of default specifying the details of such breach and allowing a reasonable period for remedy, being not less than 30 days;
  - (ii) is guilty of any grave misconduct or any wilful neglect in the discharge of its duties under this Agreement;
  - (iii) becomes bankrupt or has an application or order made, or a resolution passed for its winding up, goes into liquidation, stops payment of its debts or is unable to pay its debts, is placed under administration, or has a receiver, manager or inspector appointed over any of its assets; or
  - (iv) makes any assignment or arrangement or composition with, or for the benefit of, its creditors.
- (b) If the either party gives notice in accordance with clause 20.1(a) then this Agreement will terminate immediately with effect from the date of service of such notice.

### **20.2 INTENTIONALLY OMMITTED**

## **21. EXTENSION**

- (a) The parties may agree in writing to extend this Agreement and, if such extension occurs, this Agreement will be extended for the period agreed and will operate on the same terms and conditions contained herein, unless agreed otherwise by the parties in writing.

## **22. ASSIGNMENT**

- (a) This Agreement must not be assigned by either party without the prior written approval of the other party.

## **23. SUB-CONTRACTING**

- (a) The Council may subcontract the performance of any obligations under this Agreement without the prior written approval of the Corporation.

- (b) Where the Council subcontracts any part of the Services without the consent of the Corporation, the Corporation may object to the appointment of the relevant sub-contractor and request that the sub-contractor be removed from providing the relevant Service (or part of the Service) to the Corporation.
- (c) Any objection made by the Corporation under clause 23(b) must be made in writing and must give reasons.
- (d) The parties must meet as soon as possible after the Corporation makes any objection under clause 23(b), to discuss and resolve the Corporation's objection and to attempt to resolve the issue of the removal of the sub-contractor.
- (e) If pursuant to clause 23(d), the parties cannot resolve the Corporation's objection to the sub-contractor, or agree on an alternative method of having the relevant Service (or part of the Service) delivered to the Corporation, the Corporation may withdraw the relevant Service (or part of the Service) from this Agreement.
- (f) The Council remains fully responsible for the performance of all obligations under this Agreement, even though it may have subcontracted any or all of them.

#### 24. DISPUTES

- (a) If a dispute arises between the parties in relation to this Agreement ("Dispute"), the parties must comply with this clause before commencing any legal proceedings.
- (b) A party who claims that a Dispute has arisen must give the other party a written notice which sets out the details of the Dispute ("Notice of Dispute").
- (c) During the fourteen (14) days after a party receives a Notice of Dispute, the parties must use their reasonable efforts to resolve the Dispute ("the Initial Resolution Period") including by referring the Dispute to the Chief Executive Officer of each party, who must meet during the Initial Resolution Period and endeavour to resolve the Dispute.
- (d) If the parties cannot resolve the Dispute within the Initial Resolution Period, the party claiming the Dispute must refer the Dispute to a mediator, within five (5) days after the expiry of the Initial Resolution Period or the meeting of Chief Executive Officers as referred to in the preceding sub-clause (whichever is the later).
- (e) If the parties cannot agree on which mediator to appoint within five (5) days of one party nominating a mediator, the President of the Law Society of the Northern Territory will appoint a mediator.
- (f) The role of the mediator is to assist the parties to negotiate to resolve the Dispute. The mediator may not make a binding decision on the parties unless the parties agree in writing.

- (g) Each party must pay its own costs of complying with this clause 24, but will pay equally for the costs of the mediator.
- (h) Where a Dispute arises, each party must continue to perform its obligations under this Agreement.

## **25. GENERAL**

### **25.1 Governing Law**

- (a) This Agreement is to be construed and interpreted in accordance with the laws of the Northern Territory of Australia.

### **25.2 Severability**

- (a) If a court determines that a word, phrase, sentence, paragraph or provision in this Agreement is unenforceable, illegal or void then it is to be read down or severed and to the greatest extent possible the other provisions of this Agreement will remain operative.

### **25.3 Agreement operates subject to laws**

- (a) The rights, duties and obligations of the parties to this Agreement are subject to all laws (whether legislation of the Territory, the Commonwealth or of any state, or by-laws or regulations of any local authority or statutory corporation).

### **25.4 Entire Agreement**

- (a) This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes any previous agreements or understandings.

### **25.5 Notices**

- (a) All notices, approvals, consents, demands or other communications required or permitted to be given under this Agreement must be in writing and must be served personally or by pre-paid certified post or facsimile transmission at the address of the party set out below or at such other address as a party may have substituted for it by notice to the other.
- (b) In the case of a notice sent by facsimile, (and a correct and complete transmission report for that transmission is obtained by the sender) it will be deemed to be received upon transmission if transmission takes place on a business day before 4:00pm in the place to which the communication is transmitted and in any other case at 9:00am on the business day next following the day of transmission.
- (c) In the case of a notice sent by mail, it will be deemed to have been received on the second business day from and including the date of posting.
- (d) For the purposes of this clause the address for service of each party is as follows:

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(i) **The Corporation**

GPO Box 4396  
Darwin NT 0801

Level 5, 7 Kitchener Drive  
Darwin NT 0800

Telephone: (08) 8999 5181  
Facsimile: (08) 8999 5210

(ii) **The Council**

GPO Box 84  
Darwin NT 0801

Telephone: (08) 8930 0300  
Facsimile: (08) 8930 0311

- (e) Each party must within seven (7) days of any change of the details specified in clause 25.5(d) advise the other party of the change by sending a letter by certified or registered mail to the other party.

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**SCHEDULE 1****Rates**

1. In respect of rates payable under section 15(3)(a) of the DWC Act the Council must issue rates notices to and collect rates from the relevant owner of land as recorded in the land register established under the *Land Title Act*; and
2. In respect of rates payable under section 15(3)(b) of the DWC Act the Council must issue rates notices to and collect rates from:
  - a. Corporations established under the *Unit Titles Act* in respect of land within the Precinct in accordance with the percentage nominated by the Corporation from time to time under section 15(3)(b) of the DWC Act; and
  - b. Bodies corporate established under the *Unit Title Schemes Act* in respect of land within the Precinct other than bodies corporate of subsidiary schemes, by issuing a rates notice to the relevant body corporate which:
    - i. itemises the rates applied under section 15(3)(a) of the DWC Act to each unit (including each unit within any subsidiary scheme); and
    - ii. applies the percentage nominated by the Corporation from time to time under section 15(3)(b) of the DWC Act, to the sum of the rates levied on units (including each unit within any subsidiary scheme) under section 15(3)(a) of the DWC Act; and
  - c. to all owners of land, other than the owners of units under the *Unit Titles Act* or the *Unit Title Schemes Act*, applying the percentage nominated by the Corporation from time to time under section 15(3)(b) of the DWC Act to the sum of the rates levied on the relevant land under section 15(3)(a) of the DWC Act.

**SCHEDULE 2****Dump and Library**

1. Shoal Bay Waste Disposal Dump or any replacement dump established by Council under the *Local Government Act*.
2. Darwin City Council's City Library located at Civic Centre, Harry Chan Avenue, Darwin.

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### SCHEDULE 3

#### Enforcement

Council must, where it, acting reasonably, considers appropriate [having regard to any policies determined by the Coordination Committee](#), as soon as reasonably practicable after it is made aware of a breach of the [Council By-Laws, the Corporation By-Laws](#) and any other law in force in the Precinct, in relation to which the Minister has given consent under section 14(1)(b) of the LG Act to Council exercising regulatory powers in the Precinct and is usual for the Council to enforce within the Municipality issue infringement notices in relation to breaches of, and otherwise enforce such laws.

#### Callout service fee

Service	Service fee
Weekdays between 8am and 5pm (minimum charge 1 hours)	\$46.40/hour (minimum charge \$46.40)
Weekdays between 5pm and 8.00am (minimum charge 3 hours)	\$69.60/hour (minimum charge \$208.80)
Weekends (Saturday 12.01am to Sunday 11.59pm) (minimum charge 3 hours)	\$92.80/hour (minimum charge \$278.40)

EXECUTED by the parties as an Agreement.

SIGNED by \_\_\_\_\_ )  
for and on behalf of the **DARWIN** )  
**WATERFRONT CORPORATION** by: )  
)

.....  
Signature

.....  
Signature of Witness

.....  
Name of Witness

SIGNED by \_\_\_\_\_ )  
for and on behalf of the **DARWIN CITY** )  
**COUNCIL** by: )  
)

.....  
Signature

.....  
Signature of Witness

.....  
Name of Witness

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**DARWIN WATERFRONT CORPORATION**  
(the “**Corporation**”)

**AND:**

**DARWIN CITY COUNCIL**  
(the “**Council**”)

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**AGREEMENT FOR SERVICES**

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Solicitor for the Northern Territory  
Level 1, Old Admiralty Towers  
68 The Esplanade  
DARWIN NT 0800

Telephone: (08) 8935 7809  
Facsimile: (08) 8935 7810

Ref: 20072384

October 2009

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**14 REPRESENTATIVES REPORTS****15 QUESTIONS BY MEMBERS****16 INFORMATION ITEMS AND CORRESPONDENCE RECEIVED**

Nil

**17 GENERAL BUSINESS****18 CLOSURE OF MEETING TO THE PUBLIC**

THAT pursuant to Section 65 (2) of the Local Government Act and Regulation 8 of the Local Government (Administration) Regulations the meeting be closed to the public to consider the Confidential Items of the Agenda.

DECISION NO.20\() (27/10/09)

**19 ADJOURNMENT OF MEETING and MEDIA LIAISON****20 DATE, TIME AND PLACE OF NEXT ORDINARY COUNCIL MEETING**

THAT the next Ordinary Meeting of Council be held on Tuesday, 10 November, 2009, at 5.00 p.m. (Open Section followed by the Confidential Section), Council Chambers, 1st Floor, Civic Centre, Harry Chan Avenue, Darwin.

DECISION NO.20\() (27/10/09)

