

INVERELL SHIRE COUNCIL

NOTICE OF MEETING

ECONOMIC & COMMUNITY SUSTAINABILITY COMMITTEE

3 August 2018

An Economic & Community Sustainability Committee Meeting will be held in the Committee Room, Administrative Centre, 144 Otho Street, Inverell on Wednesday, 8 August, 2018, commencing at 10.30am.

Your attendance at this Economic & Community Sustainability Committee Meeting would be appreciated.

P J HENRY PSM

GENERAL MANAGER

A G E N D A

SECTION A	APOLOGIES CONFIRMATION OF MINUTES DISCLOSURE OF CONFLICT OF INTERESTS/PECUNIARY AND NON-PECUNIARY INTERESTS BUSINESS ARISING FROM PREVIOUS MINUTES
SECTION B	ADVOCACY REPORTS
SECTION D	DESTINATION REPORTS
SECTION E	INFORMATION REPORTS
SECTION F	GENERAL BUSINESS
SECTION G	GOVERNANCE REPORTS
SECTION H	CONFIDENTIAL MATTERS (COMMITTEE-OF-THE-WHOLE)

Quick Reference Guide

Below is a legend that is common between the:

- Inverell Shire Council Strategic Plan;
- Inverell Shire Council Delivery Plan; and
- Inverell Shire Council Operational Plan.



ECONOMIC & COMMUNITY SUSTAINABILITY COMMITTEE MEETING

Wednesday, 8 August, 2018

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MINUTES OF THE ECONOMIC & COMMUNITY SUSTAINABILITY COMMITTEE MEETING HELD IN THE COMMITTEE ROOM, INVERELL SHIRE COUNCIL, 144 OTHO STREET, INVERELL ON WEDNESDAY, 11 JULY, 2018, COMMENCING AT 10.30AM.

PRESENT: Crs A A Michael (Chairperson), P A King and C M Dight.

Also in attendance: Crs D F Baker and S J Berryman.

Paul Henry (General Manager), Scott Norman (Director Corporate and Economic Services) and Brett McInnes (Director Civil and Environmental Services).

SECTION A

APOLOGIES:

Apologies were received from Crs P J Harmon and J A Watts for personal reasons.

RESOLVED (Dight/King) that the apologies from Crs P J Harmon and J A Watts be noted.

1. CONFIRMATION OF MINUTES

RESOLVED (Dight/King) that the Minutes of the Economic and Community Sustainability Committee Meeting held on 13 June, 2018 as circulated to members, be confirmed as a true and correct record of that meeting.

2. DISCLOSURE OF CONFLICT OF INTERESTS/PECUNIARY AND NON-PECUNIARY INTERESTS

Nil

3. BUSINESS ARISING FROM PREVIOUS MINUTES

Nil

SECTION B
ADVOCACY REPORTS

Cr Michael Cr Michael attended the Junior Art Competition at the Library and the Danthonia Graduation Ceremony.

Cr King Cr King attended the Tingha NAIDOC celebrations. Nathan Hindmarsh a former NRL player was guest of honour and ran a Rugby League clinic with the local children.

Cr Dight Cr Dight wished to commend all the local Schools for the NAIDOC activities they ran to celebrate NAIDOC week.

Cr Dight attended a meeting between the Cultural Group and Arts North West and informed the Committee that Arts North West will be giving a presentation to the wider community on 20 August, 2018 at which they wish to promote what their organisation can offer and engage with other local cultural organisations.

SECTION D
DESTINATION REPORTS

CSOP-A 1. EXPIRING LICENCE AGREEMENT – THARAWONGA MOBILE RESOURCE

UNIT S5.10.132

RESOLVED (Dight/King) that the Committee recommends to Council that:

- i) Council renew the agreement with Tharawonga Mobile Resource Unit for Yetman Recreation Hall;*
- ii) The licence agreement be for a three (3) year period with a three (3) year option;*
- iii) The Licence fee be \$240.40 per annum (GST Inclusive) with a 3% increase per annum; and*
- iv) The Licence Agreement be subject to any other terms and conditions as negotiated by Council's General Manager.*

GM-A 2. TENDER – PROVISION OF CLEANING SERVICES (LISTING) S5.8.2/04

RESOLVED (Dight/King) that the matter be referred to Closed Committee for consideration as:

- i) the report includes 'commercial information of a confidential nature that would, if disclosed prejudice the commercial position of the person who supplied it' (Section 10A(2)(d)(i) of the Local Government Act, 1993); and*
- ii) on balance the public interest in preserving the confidentiality of this matter outweighs the public interest in openness and transparency in Council decision-making by discussing the matter in open meeting.*

3. MOBILE PHONE COVERAGE S10.12.2/11

RESOLVED (Dight/King) that the Committee recommends to Council that:

- i) Council adopt as a focus for the 2019 Federal and State elections, the issue of quality of telecommunications in the Shire;*
- ii) Council adopt the lobbying position that seeks funding for:*
 - a) the construction towers in nominated areas to "fill black spots";*
 - b) the co-location of infrastructure for various service providers on existing towers; and*
 - c) to upgrade existing towers to cater for the latest telecommunication technology.*
- iii) A priority list of telecommunications projects be:*
 - 1. New tower on Fig Tree Hill Site;*
 - 2. Co-location of infrastructure on White Rock Mountain Tower;*
 - 3. Co-location of infrastructure on Gilgai Tower;*
 - 4. New Tower on Gragin Mountain Site;*
 - 5. New Tower at Graman;*
 - 6. New Tower at Bukkulla;*
 - 7. New Tower at Bonshaw (Hetherington's Site); and*
 - 8. New Tower at the "Pines Site"*
- iv) Mr David Jones be thanked for his ongoing interest in this issue and his willingness to provide information to assist Council.*

SECTION E
INFORMATION REPORTS

1. TOWN HALL FEES AND COSTS S5.24.6
2. INVERELL DISTRICT FAMILY HISTORY GROUP PROGRESS REPORT S3.6.1/12
3. THE INVERELL SINGERS S6.8.9

RESOLVED (King/Dight) that the items contained in the Information Reports to the Economic & Community Sustainability Committee Meeting held on Wednesday, 11 July, 2018, be received and noted.

SECTION F QUESTIONS WITHOUT NOTICE

Cr Dight Cr Dight asked if water from the public stand pipes could be made free of charge whilst the dry period persisted. S32.12.5

Mr Brett McInnes (Director Civil and Environmental Services) replied that prepaid metering system could be bypassed but it would be very difficult to police people taking unreasonable advantage of the situation. As an alternative it was suggested that a refund system could be established to help alleviate hardship.

Cr Baker Cr Baker asked about future renewal works and augmentation to the Delungra reticulated water supply, in particular in relation to frequent pipe breakages and low water pressure.

Mr Brett McInnes (Director Civil and Environmental Services) replied there was an adopted program of future works as well numerous reports and studies relating to the supply. Mr McInnes undertook to supply this information to Cr Baker.

SECTION G GOVERNANCE REPORTS

- MFS-N 1. GOVERNANCE - MONTHLY INVESTMENT REPORT S12.12.2/11

RESOLVED (Dight/King) that:

- i) *the report indicating Council's Fund Management position be received and noted; and*
- ii) *the Certification of the Responsible Accounting Officer be noted.*

SECTION H CONFIDENTIAL REPORTS IN CLOSED COMMITTEE (SECTION 10A(2) OF THE LOCAL GOVERNMENT ACT 1993)

At 11.03am, the Chairperson offered the opportunity to members of the public to make representations as to whether any part of the Committee Meeting should not be considered in Closed Committee. There was no response from the public.

CLOSED COMMITTEE REPORTS

RESOLVED (Dight/King) that the Committee proceed into Closed Committee to discuss the matters referred to it, for the reasons stated in the motions of referral.

RESOLVED (King/Dight) that the Committee proceed out of Closed Committee into Open Committee.

Upon resuming Open Committee at 11.14 am, the Chair verbally reported that the Committee, with the Press and Public excluded, having considered the matters referred to it, recommends as follows:

GM-A 1. TENDER – PROVISION OF CLEANING SERVICES S5.8.2/04

That the Committee recommends to Council that:

- i) Council accept the tender from Onescope for Cleaning Contracts 1A, 1B and 1C for a period of two (2) years, with an option of a further two (2) year period for the tender price of \$180,475.30 (excluding GST) per annum; and*
- ii) The General Manager and Mayor be authorised to execute the contracts under Council seal.*

ADOPTION OF RECOMMENDATIONS

RESOLVED (King/Dight) that the recommendations of Closed Committee be adopted.

There being no further business, the meeting closed at 11.15am.

CR A A MICHAEL

CHAIRPERSON

TO ECONOMIC & COMMUNITY SUSTAINABILITY COMMITTEE MEETING 08/08/2018

ITEM NO:	1.	FILE NO: S5.10.65
DESTINATION 5:	The communities are served by sustainable services and infrastructure	S
SUBJECT:	REQUEST TO LICENCE LAND – WESLEY SIMS	
PREPARED BY:	Kristy Paton, Corporate Support Officer - Publishing	

SUMMARY:

Council has received a request from Wesley Sims to licence land known as Unformed Road on Arrawatta Road, Oakwood.

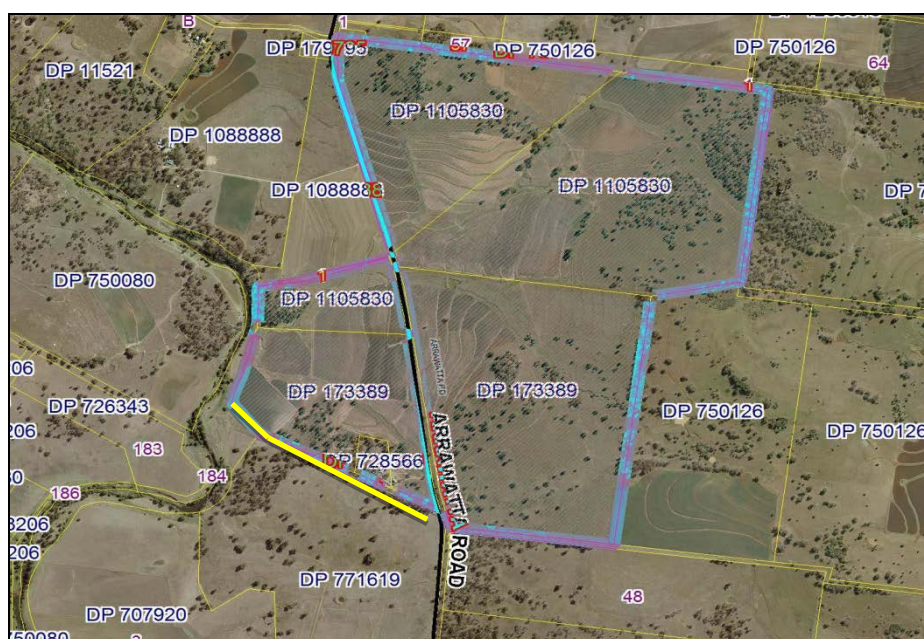
The Committee is requested to consider the request to licence the land.

COMMENTARY:

Council has received a request from Wesley Sims to licence land known as Unformed Road, Arrawatta Road, Oakwood (the area is highlighted in yellow in the map below). Mr Sims is willing to pay \$400 per annum (GST Inclusive) for a five (5) year period.

Mr Sims wishes to utilise the land for the purpose of stock grazing. Mr Sims advises he would be grazing approximately 20 head of cattle and this would be depending on the seasons/conditions.

It is suggested that Council enter into an agreement with Wesley Sims for a five (5) year term with a further five (5) year option and that the licence fee be \$400 per annum, being subject to a 3% yearly increase.



RELATIONSHIP TO STRATEGIC PLAN, DELIVERY PLAN AND OPERATIONAL PLAN:

Strategy: S.01 Sound Local Government Administration, Governance and Financial Management are provided.

Term Achievement: S.01.10 Best Practice in Land Use Administration has been adopted and implemented.

Operational Objective: S.01.10.01 To provide and maintain a modern efficient and reliable land use administration system which enables the effective and efficient management of Shire land.

POLICY IMPLICATIONS:

Nil.

CHIEF FINANCIAL OFFICERS COMMENT:

Nil.

LEGAL IMPLICATIONS:

Nil.

RECOMMENDATION:

That the Committee recommend to Council that:

- i) Council enter into a Licence Agreement with Wesley Sims for Unformed Road on Arrawatta Road, Oakwood, for a five (5) year period with a further five (5) year option;*
- ii) the Licence fee be \$400 per annum (GST Inclusive) with a 3% increase per annum; and*
- iii) the Licence Agreement be subject to any other terms and conditions as negotiated by Council's General Manager.*

ITEM NO:	2.	FILE NO: S5.10.65
DESTINATION 5:	The communities are served by sustainable services and infrastructure	S
SUBJECT:	REQUEST TO LICENCE LAND – KATHRYN TAIT	
PREPARED BY:	Kristy Paton, Corporate Support Officer - Publishing	

SUMMARY:

Council has received a request from Kathryn Tait to licence land known as Part Unformed Road, adjacent to Lot 101, DP 750068, Inverell.

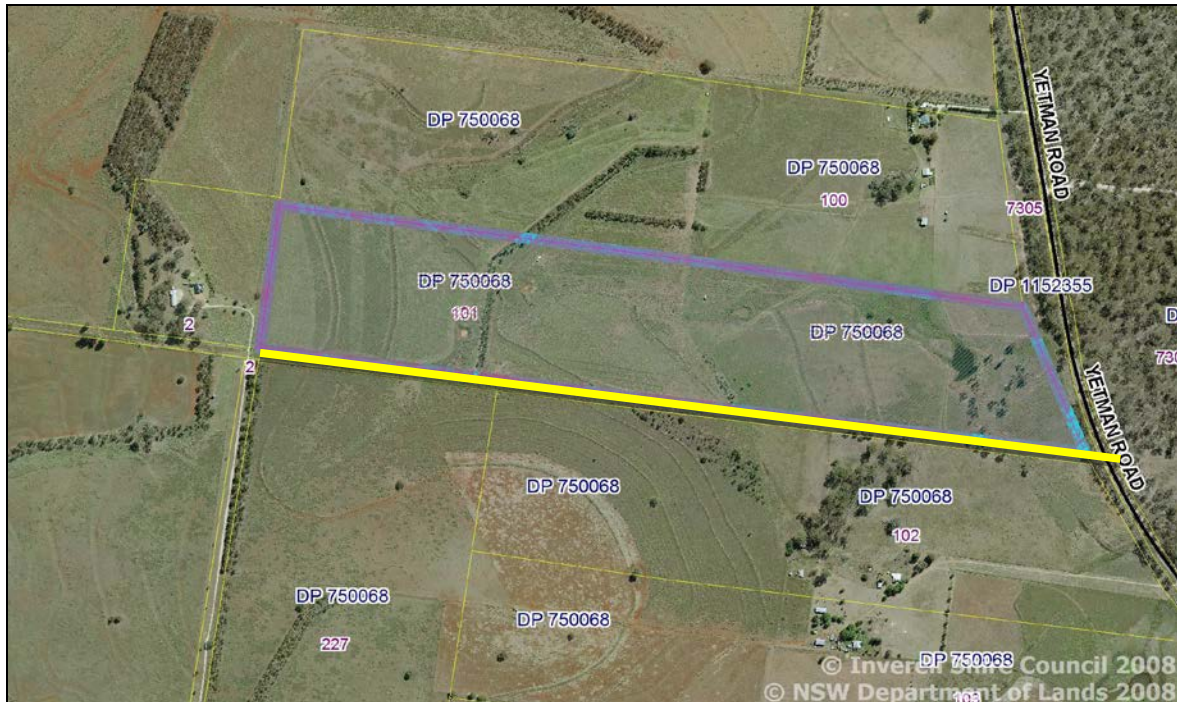
The Committee is requested to consider the request to licence the land.

COMMENTARY:

Council has received a request from Kathryn Tait to licence land known as Part Unformed Road, adjacent to Lot 101, DP 750068, Inverell, for \$122.48 (GST Inclusive) per annum for a five (5) year period.

Ms Tait wishes to utilise the land for the purpose of grazing stock. Ms Tait purchased Lot 101, DP 750068 in 2012 and during that time has observed the extreme fire danger this unformed road poses in summer and feels the grazing of stock will reduce the risk.

It is suggested that Council enter into an agreement with Kathryn Tait for a five (5) year term with a further five (5) year option and that the licence fee be \$122.48 per annum, being subject to a 3% yearly increase.



RELATIONSHIP TO STRATEGIC PLAN, DELIVERY PLAN AND OPERATIONAL PLAN:

Strategy: S.01 Sound Local Government Administration, Governance and Financial Management are provided.

Term Achievement: S.01.10 Best Practice in Land Use Administration has been adopted and implemented.

Operational Objective: S.01.10.01 To provide and maintain a modern efficient and reliable land use administration system which enables the effective and efficient management of Shire land.

POLICY IMPLICATIONS:

Nil.

CHIEF FINANCIAL OFFICERS COMMENT:

Nil.

LEGAL IMPLICATIONS:

Nil.



RECOMMENDATION:

That the Committee recommend to Council that:

- i) Council enter into a Licence Agreement with Kathryn Tait for Part Unformed Road, adjacent to Lot 101, DP 750068, Inverell, for a five (5) year period with a further five (5) year option;*
- ii) the Licence fee be \$122.48 per annum (GST Inclusive) with a 3% increase per annum; and*
- iii) the Licence Agreement be subject to any other terms and conditions as negotiated by Council's General Manager.*

ITEM NO:	3.	FILE NO: S32.10.1/11
DESTINATION 1:	A recognised leader in a broader context	C
SUBJECT:	REQUEST FOR REDUCTION ON WATER ACCOUNT – 1 SWANBROOK ROAD, INVERELL	
PREPARED BY:	Somone McLachlan, Debtors Clerk	

SUMMARY:

Council has received a request seeking Council's assistance by issuing an amended account for the property 1 Swanbrook Road, Inverell based on average usage due to a water leak. The Committee is being asked to consider a confidential report in respect of this matter.

COMMENTARY:

The *Local Government Act 1993* (the Act), and the *Local Government (General) Regulation 2005* makes provision for the closure of meetings to the public and media in specified circumstances. In particular s.10A of the Act provides that a Committee may close to the public and media so much of a meeting as relates to the discussion and consideration of information identified in s.10A(2). The matters which may be closed to the public and media, as stated in the Act, must involve:

- (a) *Personnel matters concerning particular individuals (other than councillors.)*
- (b) *The personal hardship of any resident or ratepayer.*
- (c) *Information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business.*
- (d) *Commercial information of a confidential nature that would, if disclosed:*
 - (i) *prejudice the commercial position of the person who supplied it, or*
 - (ii) *confer a commercial advantage on a competitor of the council, or*
 - (iii) *reveal a trade secret.*
- (e) *Information that would, if disclosed, prejudice the maintenance of law.*
- (f) *Matters affecting the security of the council, councillors, council staff or council property.*
- (g) *Advice concerning litigation, or advice that would otherwise be privileged from production in legal proceedings on the grounds of legal professional privilege.*
- (h) *Information concerning the nature and location of a place or an item of Aboriginal significance on community land.*

In considering whether to close a part of a meeting to the public and media, Councillors are also reminded of further provisions of s.10D of the Act which states:

Grounds for closing part of meeting to be specified

- (1) *The grounds on which part of a meeting is closed must be stated in the decision to close that part of the meeting and must be recorded in the minutes of the meeting.*
- (2) *The grounds must specify the following:*
 - (a) *the relevant provision of section 10A (2),*
 - (b) *the matter that is to be discussed during the closed part of the meeting,*
 - (c) *the reasons why the part of the meeting is being closed, including (if the matter concerned is a matter other than a personnel matter concerning particular individuals, the personal hardship of a resident or ratepayer or a trade secret) an explanation of the way in which discussion of the matter in an open meeting would be, on balance, contrary to the public interest.*

Having regard for the requirements stated in s.10D of the Act, Councillors should note that the matter listed for discussion in Closed Committee provides the Committee with personal details of the resident.

The recommendation that this item of business be considered in Closed Committee specifically relies upon section 10A(2)(c):

- a) Personnel matters concerning particular individuals (other than councillors); and
- b) on balance, the public interest in preserving the confidentiality of this matter outweighs the public interest in openness and transparency in Council decision-making by discussing the matter in open meeting.

RELATIONSHIP TO STRATEGIC PLAN, DELIVERY PLAN AND OPERATIONAL PLAN:

Strategy: R.07 Council is recognised for and distinguished by its management, innovation and customer service.

Term Achievement: R.07.01 Council's operating culture is flexible, efficient, integrated and aligned to Council's strategic objectives and program delivery.

Operational Objective: R.07.01.01 Implement a structured program of continuous improvement, based on identifying and adopting leading practice, across the organisation.

POLICY IMPLICATIONS:

Nil.

CHIEF FINANCIAL OFFICERS COMMENT:

Nil.

LEGAL IMPLICATIONS:

Nil.

RECOMMENDATION:

That the matter be referred to Closed Committee for consideration as:

- i) *the report includes 'personnel matters concerning particular individuals (other than Councillors)' (Section 10A(2)(a) of the Local Government Act, 1993); and*

ii) on balance the public interest in preserving the confidentiality of this matter outweighs the public interest in openness and transparency in Council decision-making by discussing the matter in open meeting.

ITEM NO:	4.	FILE NO: S15.8.81
DESTINATION 1:	A recognised leader in the broader context	R
SUBJECT:	DRAFT CULTURAL AND ARTS STRATEGY BRIEF	
PREPARED BY:	Fiona Adams, Manager Integrated Planning and Reporting	

SUMMARY:

Council has been awarded funding to engage an independent consultant to develop a ten-year Cultural and Arts Strategy Plan. The Committee is asked to consider the Draft Consultancy Brief and also nominate a Councillor to participate on the selection panel.

COMMENTARY:

The Australian Government has provided a grant for Council to engage an independent consultant to develop a 10-year Cultural and Arts Strategy. The plan is to be developed and finalised by June 2019.

The first step of this process is to engage a suitably experienced consultant to develop a Cultural and Arts Plan. To do so, a draft consultancy brief has been prepared for the Committee's consideration (Appendix 1, D8 – D18). The brief outlines the scope of the project, including:

- Background of the project;
- Stakeholders;
- Assessment process; and
- Terms of engagement.

The Committee is requested to consider the draft brief and determine if it meets the needs of the envisaged task contained in Council's Delivery Plan.

It is proposed that Council seeks Expressions of Interest (EOIs) from consultants during September and early October, with submissions closing on Friday, 12 October, 2018.

The Committee is asked to nominate a Councillor to serve on the selection panel which assesses EOI submissions and recommends to Council the successful consultant.

RELATIONSHIP TO STRATEGIC PLAN, DELIVERY PLAN AND OPERATIONAL PLAN:

Strategy: Inverell Shire is promoted and distinguished regionally, nationally and internationally.

Term Achievement: Inverell is recognised locally and throughout the New England area as a vibrant, diverse, innovative and attractive rural centre, with a large range of services and infrastructure complemented by Armidale and Tamworth.

POLICY IMPLICATIONS:

Nil

CHIEF FINANCIAL OFFICERS COMMENT:

Nil

LEGAL IMPLICATIONS:

Nil

RECOMMENDATION:

That the Committee recommend to Council that:

- i) The Draft Consultancy Brief be adopted;*
- ii) Council seeks Expressions of Interest (EOIs) from consultants during September and early October, with submissions closing on Friday, 12 October, 2018;*
- iii) A Councillor be nominated to serve on the selection panel which assesses the EOI submissions.*

APPENDIX 1



INVERELL
SHIRE COUNCIL

DRAFT
CULTURAL & ARTS
STRATEGY BRIEF



Introduction

Inverell Shire Council is seeking a suitably experienced consultant/s to guide the Council, community and stakeholders through the development of a Cultural and Arts Strategic Plan for the Inverell community.

Consultants are invited to submit a proposal and quotation for fees outlining a methodology which will be tailored to the unique characteristics and capabilities of the Inverell community. The successful consultant will achieve rich community engagement and a robust planning document that reflects a deep understanding of the vision, values and aspirations of the community.

Background

Situated in the New England North West, Inverell is an emerging regional centre with a population of 12,000 and a commercial catchment of 50,000. Inverell boasts a variety of commercial, industrial and residential opportunities with the Macintyre River at the heart of the town.

Inverell has a diverse cultural landscape, enjoyed by many in the broader community. Developing the capacity and depth of our cultural life will enhance the attractiveness of Inverell as both a place to live and visit.

The Cultural and Arts Strategic Plan will outline future-focussed strategies to recognise the central role of arts and culture to the liveability of our region through:

- Promoting the Inverell region as a place for creating expression and recreational opportunities;
- New sources of growth and prosperity from the cultural economic and access to a wide variety of cultural products and services;
- Foster the creative industries and support local artists;
- Preserve the unique cultural heritage of our shire and enable a shared understanding of the people who live in the region;
- Guide the cultural investment and activity over the next 10 years and inform our planning, programming and funding priorities.

The services of suitably experienced consultants are required to guide the Council through the process of developing a Cultural and Arts Strategic Plan and a new Cultural Policy.

Scope of Works

Council is seeking the services of a consultant or company who specialise in cultural strategic planning, to work with the community to deliver a Cultural and Arts Strategic Plan.

The consultant will:

- Undertake a full review of the cultural strategies of comparable communities elsewhere in Australia;
- Plan and facilitate community consultation relating to the Cultural Strategic Plan development;
- Prepare a strategic plan for the cultural growth of the community for the period 2019-2029;
- Review the current Cultural Policy and develop a new one; and
- Provide strategic priorities' monitoring and evaluation tools for activities and outcomes, that can be used for six-monthly and annual updates for the duration of the strategy.

Once in place, the Plan will support the community and Council staff in the development of:

- Operational plans for projects / initiatives;
- Communication plan for stakeholders; and
- Budgetary plans.

Relevant plans

Relevant policies, plans and documents which will be provided to the consultant include:

- Inverell Shire Council Community Strategic Plan 2009-2029;
- Inverell Shire Council Delivery Plan 2017-2021;
- Create NSW: NSW Arts and Cultural Policy Framework;
- Regional Arts NSW Business Plan 2015-2018;
- Arts NSW Cultural Tourism Toolkit; and
- RDA Northern Inland Regional Plan 2016-2019.

Cultural & Arts stakeholders

Inverell has a wide array of cultural and arts stakeholders. They include private businesses, community groups, volunteer led organisations and educators. They include:

- Inverell Theatre Company
- Inverell Art Society
- Inverell Pipe Band
- Inverell Music Appreciation Group
- Inverell Singers
- Inverell Music Centre
- Inverell Lapidary Club
- Inverell Cultural Group
- Inverell Scottish Association
- Inverell and District Family History Group
- Inverell Friends of the Library
- Inverell Pioneer Village
- Inverell Eisteddfod Society
- Craze Dance Academy
- Eat Drink Live New England
- Kurrajong Reenactment Committee
- National Transport Museum
- North West Film Festival
- Opera in the Paddock
- Sapphire City Concert Band
- Sapphire City Festival Committee

Project Proposals

The consultant shall submit a proposal which includes the following information:

- Commence date and confirmed availability.
- A program of the works and timeframes for completion of the project nominating timelines and key milestones and deliverables for each milestone.
- Details of personnel to be used for the project including a brief resume of all personnel proposed to work on the project (including sub-consultants).
- Lump sum fee for works inclusive of all reimbursable expenses and disbursements (inclusive of GST). This **fixed total cost** will include a breakdown of costs showing each stage, milestones, components and working times of personnel engaged in undertaking this project, including an hourly rate.

- This cost should include any research, materials and estimated disbursement.
 - In addition to the lump sum fee, charge out rates for additional works which may be required.
- The names and current contact details of at least two referees, where similar work has been commissioned, for the head consultant and key sub-consultants (if any).

Supplementary information may be submitted in addition to a conforming proposal if considered necessary or advantageous.

Proposals will only be considered if they are submitted before the closing time on the date specified.

Acceptable methods of submission of a proposal are:

Email - _____@inverell.nsw.gov.au

Proposals shall address the selection criteria given below.

Assessment of Expression of Interest

The Expressions of Interest evaluation will be based on the following criteria:

1. Relevant experience in strategic cultural planning in regional areas:
 - Track record, reputation for competence and meeting timeframes;
 - Examples of previous work in outcome based strategic planning.
2. The knowledge, skills and experience of personnel including sub-consultants to be used for this engagement, including:
 - Experience in strategic cultural planning and management, with examples of successful outcomes with projects of a similar scale and character;
 - Experience in working with regional communities;
 - Experience in stakeholder and community engagement;
 - Experience in delivering outcome based strategic plans.
3. The quality of the methodology proposed, including:
 - Demonstrated understanding of the brief
 - Demonstrated understanding of project management requirements.

4. Fee

- The price quoted.
- The make-up of the quotation process structure.
- The integrity and stability of the price quoted.

Lodgement of quote and closing date

Submissions should be on letterhead with full identifying business information, including ABN and relevant contact details.

The consultant shall submit proposal documentation in PDF format. Please note that attachments of greater than 5mb cannot be accepted by email.

Proposals should be submitted by 4.00 pm, **Friday 12 October, 2018.**

Via email: council@inverell.nsw.gov.au

Post to: Inverell Shire Council PO Box 138 INVERELL NSW 2360

In person to Inverell Shire Council Administration Centre, 144 Otho Street, Inverell.

Enquiries

All enquiries should be referred to:

Insert name and role

Inverell Shire Council name.surname@inverell.nsw.gov.au

Phone: 02 6728 8288

Proposals must be submitted by close of business, 4pm Friday 12 October 2018.

ATTACHMENT 1 - Terms of Engagement**1. CONSULTANT'S OBLIGATIONS****1.1 Professional Standard of Care**

The Consultant must perform the Services in a diligent manner and to the standard of skill and care expected of a consultant experienced in the provision of the type of services required by the Principal (Inverell Shire Council) in accordance with this Agreement.

1.2 Knowledge of Requirements of the Principal

The Consultant must use all reasonable efforts to inform itself of the requirements of the Principal and must regularly consult with the Principal during the performance of the Services.

1.3 Personnel

The Consultant must ensure that all personnel engaged by it in connection with the Services are appropriately qualified, competent and experienced in the provision of the type of services required by the Principal.

1.4 Discrepancies in Information

If the Consultant considers that information, documents and other particulars made available to it are inadequate or contain errors or ambiguities, the Consultant must give written notice as soon as practicable to the Principal detailing the errors or ambiguities.

1.5 Timely Provision of Services

The Consultant must perform the Services expeditiously and in accordance with the program.

1.6 Delay

As soon as practicable after becoming aware of any matter which is likely to change or which has changed the scope or timing of the Services, the Consultant must give written notice to the Principal detailing the circumstances and extent or likely extent of the change or delay.

1.7 Alterations to Approved Documents

The Consultant must not make any substantial alteration to, addition to or omission from the plans, drawings, layouts, designs, specifications or other material previously approved, without the prior written approval of the Principal.

1.8 Principal's Materials

The Consultant must protect and keep safe and secure all materials and documentation provided by the Principal to the Consultant.

Upon discharge of this Agreement by performance or termination, the Consultant must promptly return to the Principal those materials and documentation.

1.9 Co-operation by the Consultant

The Consultant must liaise, co-operate and confer with others as directed by the Principal.

1.10 Obtain All Necessary Approvals

The Consultant must obtain all approvals, authorities, licences and permits which are required from governmental, municipal or other responsible authorities for the lawful implementation and

completion of the Services, except where obtained by the Principal as set out in Item 5 of the Schedule.

1.11 Consultant's Relationship with the Principal

The Consultant must not act outside the scope of the authority conferred on it by this Agreement and must not bind the Principal in any way or hold itself out as having any authority to do so, except where authorised by this Agreement.

1.12 Confidentiality

The Consultant and its servants or agents must not, without the prior written consent of the Principal, at any time issue any statement or communication or make any representation directly or indirectly in connection with the Services or this Agreement to any person or entity not a party to this Agreement other than:

- a) as necessary to perform the Services; or
- b) with respect to any matter already within the public domain.

1.13 Additional Services

The Consultant may, at its own cost, obtain advice, services or assistance from others in connection with the Services, but will not be reimbursed those costs unless those costs are listed in The Schedule and the Consultant has obtained the prior written consent of the Principal to incur them.

1.14 Subcontracting and Assignment

- a) The Consultant must not assign or subcontract any part of the Services without the prior written approval of the Principal.
- b) An approval given by the Principal permitting the Consultant to subcontract any portion of the Services does not relieve the Consultant from its obligations and liabilities pursuant to this Agreement.

1.15 Statutory Requirements

The Consultant must ensure that all work done in connection with the Services complies with the requirements of all applicable legislation, codes and Authorities' requirements and all relevant Australian standards applicable to the Services.

1.16 Fitness for Purpose

Unless, or to the extent that, it is clear from the description of the Services that the Principal does not rely upon the skill and knowledge of the Consultant in providing the Services:

- a) the Consultant must ensure that all work and documents produced by it are reasonably suitable in all respects for the purposes required by this Agreement;
- b) the Principal relies upon the skill and knowledge of the Consultant in providing the Services.

1.17 Conflict of Interest

The Consultant warrants that no conflict of interest exists at the date of this Agreement.

The Consultant must immediately inform the Principal upon becoming aware of the existence, or possibility, of a conflict of interest.

1.18 Insurances

The Consultant must provide the Principal with proof of all insurance policies required to be maintained by the Consultant under this Agreement.

2. PRINCIPAL'S OBLIGATIONS

2.1 Provide Information

The Principal will as soon as practicable, or as required by this Agreement:

- a) make available to the Consultant all relevant instructions, information, documents, specifications, plans, drawings and any other material and particulars; and
- b) answer queries made by the Consultant, relating to the Principal's requirements in connection with this Agreement.

3. PAYMENT

3.1 Payment

In consideration of the provision of the Services the Principal will pay the Consultant the Fee calculated within 14 days, subject to the conditions of this Agreement.

Payment by the Principal will be made by Electronic Funds Transfer to a bank, building society or credit union account nominated by the Consultant.

3.2 Right of Set-off

The Principal may deduct from amounts otherwise payable to the Consultant any amount due from the Consultant to the Principal in connection with the Services.

3.3 Conditions Precedent

The Consultant is not entitled to any payment for Services performed under this Agreement until it has submitted evidence of milestones completed and proof of insurance.

4. VARIATIONS

4.1 Instruction

The Principal may, on the recommendation of the Consultant or otherwise, instruct the Consultant in writing to vary the Services, so long as the variation is within the general scope of the Services.

4.2 Consequences of Variation or Proposed Variation

- a) Before instructing a variation, the Principal may request the Consultant to provide a written estimate of the time, cost and programming effects of the proposed variation. A written estimate so requested must be provided by the Consultant within a reasonable time nominated by the Principal.

5. COPYRIGHT AND INTELLECTUAL PROPERTY

5.1 Vesting

Title to and Intellectual Property in or in relation to Contract Material vests upon its creation in the Principal. The Consultant must, upon request by the Principal, do all things necessary to vest that title or that Intellectual Property in the Principal.

5.2 Delivery

On, or as soon as practicable after, the expiration or earlier termination of this Agreement, the Consultant must deliver to the Principal all Contract Material.

5.3 Limitations

The Consultant must ensure the Contract Material is used, copied, supplied or reproduced only for the purposes of this Agreement unless it has obtained the prior written approval of the Principal to do otherwise. While the Principal will not unreasonably withhold approval, it may attach any terms and conditions it considers appropriate.

6. PROPERTY DAMAGE AND PUBLIC RISK

The Consultant indemnifies the Principal from and against all actions, claims, costs, expenses and damages (including the costs of defending or settling any action or claim in respect of:

- a) loss of or damage to property of the Principal; or
- b) personal injury (including death) to any person or loss of or damage to any property, arising out of or by reason of anything done or omitted intentionally or negligently by the Consultant in respect of the Services.

The Consultant's liability to indemnify the Principal is reduced proportionally to the extent that an act or omission of the Principal or employees or agents (other than the Consultant) of the Principal may have contributed to the injury, damage or loss.

7. INSURANCE**7.1 Professional Indemnity Insurance**

a) The Consultant must obtain and maintain a policy of professional liability and indemnity insurance which covers the Consultant's liability to the Principal in respect of the Services. The policy must be maintained for a period from the commencement of the provision of the Services until the completion of the Services.

b) The policy must contain the following provisions:

- (i) a minimum indemnity limit of \$2,000,000; and
- (ii) a description of the risk covered by the policy.

7.2 Workers' Compensation

The Consultant must ensure that a suitable insurance policy is affected prior to commencing performance of the Services and remains current for the duration of this Agreement, covering liability for loss, damage, claims, and all direct or associated costs and expenses arising at common law or under workers compensation insurance in respect of persons employed by the Consultant.

7.3 Public Liability

a) The Consultant must obtain a policy of public liability insurance which covers the Consultant's liability to the Principal and the Principal's liability to the Consultant in respect of the Services. The policy must be obtained prior to commencing the performance of the Services and must be maintained for the duration of this Agreement.

b) The policy must be:

- (i) in the joint names of the Consultant, its sub-contractors and the Principal; and
- (ii) for an amount not less than \$10,000,000 in respect of any single occurrence.

8. RECORDS

The Consultant must keep proper accounts, records (including information stored by computer and other devices) and time sheets in accordance with accounting principles generally applied in

commercial practice in respect of its time charge billing, its reimbursable expenditure and fees and reimbursements payable to others properly engaged pursuant to this Agreement.

9. TERMINATION

9.1 Termination by the Principal other than for Default by the Consultant

- a) The Principal may terminate the whole or any part of the performance of the Services at any time, by written notice addressed to the Consultant.
- b) The Consultant must, within the time specified in Item 16 of The Schedule after receipt of a notice under Clause 11.1 (a), cease work on the terminated Services.
- c) As soon as practicable after ceasing work under this clause, the Consultant must lodge with the Principal a statement of the amount of the Fee (and any approved reimbursable expenses) claimed by the Consultant to be payable for Services performed to the earlier of:
 - (i) the date of cessation of the terminated Services; and
 - (ii) the date by which the Consultant was required to cease work on those Services.The statement must be accompanied by supporting information as reasonably required by the Principal.

9.2 Termination by the Principal for Default by the Consultant

If the Consultant:

- a) becomes bankrupt, or insolvent, or enters into a scheme or arrangement with its creditors;
- b) fails to carry out the Services with due diligence and competence;
- c) without reasonable cause suspends the carrying out of the Services; or
- d) commits a substantial breach of this Agreement, the Principal may:
 - e) in the case of the default specified in Clause 11.2 (a), forthwith terminate this Agreement by written notice addressed to the Consultant; and
 - f) in the case of any other specified default, terminate this Agreement by written notice addressed to the Consultant if the Consultant fails to remedy the default within 14 days from the date of service of a notice by the Principal on the Consultant specifying the relevant default.

10. NOTICES

Any notice given under this Agreement:

- (i) must be in writing addressed to the intended recipient;
- (ii) must be signed by an authorised officer of the sender; and
- (iii) will be taken to have been given or made (in the case of delivery in person or by fax, cable or post) when delivered, received or left at the specified address.

ITEM NO:	5.	FILE NO: S8.5.9
DESTINATION 4:	A strong local economy.	B
SUBJECT:	NATIONAL TRANSPORT MUSEUM – (LISTING)	
PREPARED BY:	Scott Norman, Director Corporate and Economic Services	

SUMMARY:

Council has received a request from the National Transport Museum. The Committee is being asked to refer the matter to Closed Committee for consideration.

COMMENTARY:

Local Government Act 1993 (the Act), and the *Local Government (General) Regulation 2005* makes provision for the closure of meetings to the public and media in specified circumstances. In particular s.10A of the Act provides that Council may close to the public and media so much of a meeting as relates to the discussion and consideration of information identified in s.10A(2). The matters which may be closed to the public and media, as stated in the Act, must involve:

- (a) *Personnel matters concerning particular individuals (other than councillors.)*
- (b) *The personal hardship of any resident or ratepayer.*
- (c) *Information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business.*
- (d) *Commercial information of a confidential nature that would, if disclosed:*
 - (i) *prejudice the commercial position of the person who supplied it, or*
 - (ii) *confer a commercial advantage on a competitor of the council, or*
 - (iii) *reveal a trade secret.*
- (e) *Information that would, if disclosed, prejudice the maintenance of law.*
- (f) *Matters affecting the security of the council, councillors, council staff or council property.*
- (g) *Advice concerning litigation, or advice that would otherwise be privileged from production in legal proceedings on the grounds of legal professional privilege.*
- (h) *Information concerning the nature and location of a place or an item of Aboriginal significance on community land.*

In considering whether to close a part of a meeting to the public and media, Councillors are also reminded of further provisions of s.10D of the Act which states:

Grounds for closing part of meeting to be specified

- (1) *The grounds on which part of a meeting is closed must be stated in the decision to close that part of the meeting and must be recorded in the minutes of the meeting.*
- (2) *The grounds must specify the following:*
 - (a) *the relevant provision of section 10A (2),*
 - (b) *the matter that is to be discussed during the closed part of the meeting,*
 - (c) *the reasons why the part of the meeting is being closed, including (if the matter concerned is a matter other than a personnel matter concerning particular individuals, the personal hardship of a resident or ratepayer or a trade secret) an explanation of the way in which discussion of the matter in an open meeting would be, on balance, contrary to the public interest.*

Having regard for the requirements stated in s.10D of the Act Councillors should note that the matter listed for discussion in Closed Committee includes information provided by the applicants which is considered to be commercially sensitive.

The recommendation that this item of business be considered in Closed Committee is specifically relied on section 10A(2)(d)(i) of the Act as consideration of the matter involves:

- a) Commercial information of a confidential nature that would, if disclosed prejudice the commercial position of the person who supplied it, and
- b) On balance, the public interest in preserving the confidentiality of the matter outweighs the public interest in openness and transparency in Council decision-making by discussing the matter in open meeting.

RELATIONSHIP TO STRATEGIC PLAN, DELIVERY PLAN AND MANAGEMENT PLAN:

Strategy: B.08 Promote the Shire as a destination for visitors.

Term Achievement: B.08.01 Programs are in place that promote the Shire as a unique holiday experience.

Operational Objective: B.08.01.01 To promote the Shire as a destination for long and short stay visitors.

POLICY IMPLICATIONS:

Nil.

CHIEF FINANCIAL OFFICERS COMMENT:

Nil.

LEGAL IMPLICATIONS:

Nil.

RECOMMENDATION:

That the matter be referred to Closed Council for consideration as:

- i) the matters and information are 'commercial information of a confidential nature that would, if disclosed, prejudice the commercial position of the person who supplied it.' (Section 10A(2)(d)(i) of the Local Government Act, 1993);*
- ii) on balance the public interest in preserving the confidentiality of the information outweighs the public interest in openness and transparency in Council decision-making by discussing the matter in open meeting; and*
- iii) all reports and correspondence relevant to the subject business be withheld from access to the media and public as required by section 11(2) of the Local Government Act, 1993.*

TO ECONOMIC & COMMUNITY SUSTAINABILITY COMMITTEE MEETING 08/08/2018

ITEM NO:	1.	FILE NO: S12.12.2/11
DESTINATION 5:	The communities are served by sustainable services and infrastructure	S
SUBJECT:	GOVERNANCE - MONTHLY INVESTMENT REPORT	
PREPARED BY:	Paul Pay, Manager Financial Services	

SUMMARY:

To report the balance of investments held as at 31 July, 2018.

COMMENTARY:

Contained within this report are the following items that highlight Council's Investment Portfolio performance for the month to 31 July, 2018 and an update of the investment environment:

- (a) Council's investments as at 31 July, 2018
- (b) Council Investments by Fund as at 31 July, 2018
- (c) Interest – Budgeted vs Actual.
- (d) Investment Portfolio Performance.
- (e) Investment Commentary.
- (f) Certification – Responsible Accounting Officer.

A) Council Investments as at 31 July, 2018

Term Deposit Investment Group										
Investment No.	Borrower	FUND	Rating	Risk Rating	Purchase Date	Maturity Date	Current Yield	Principal Value	Current value	Term (days)
18/04	CBA (Inverell Branch)	General	A1+	1	01-Sep-17	01-Aug-18	2.50%	1,000,000	1,000,000	334
15/10	Bank of Queensland	General	A1	2	02-Sep-14	03-Sep-18	4.10%	1,000,000	1,000,000	1462
18/05	CBA	General	A1+	1	19-Sep-17	14-Sep-18	2.64%	1,000,000	1,000,000	360
18/06	National Australia Bank	Water	A1+	1	27-Sep-17	27-Sep-18	2.61%	1,000,000	1,000,000	365
18/06	St George Bank	General	A1+	1	02-Oct-17	02-Oct-18	2.62%	1,000,000	1,000,000	365
18/08	St George Bank	General	A1+	1	07-Oct-17	07-Oct-18	2.62%	2,000,000	2,000,000	365
18/09	St George Bank	General	A1+	1	07-Oct-17	07-Oct-18	2.62%	2,000,000	2,000,000	365
18/10	National Australia Bank	General	A1+	1	10-Oct-17	09-Oct-18	2.58%	1,000,000	1,000,000	364
18/11	St George Bank	General	A1+	1	16-Oct-17	16-Oct-18	2.60%	1,000,000	1,000,000	365
18/12	AMP BANK	General	A1	2	27-Nov-17	27-Nov-18	2.40%	2,000,000	2,000,000	365
18/13	AMP BANK	General	A1	2	27-Nov-17	27-Nov-18	2.40%	1,000,000	1,000,000	365
18/14	AMP BANK	Water	A1	2	27-Nov-17	27-Nov-18	2.40%	1,000,000	1,000,000	365
18/15	AMP BANK	General	A1	2	27-Nov-17	27-Nov-18	2.40%	1,000,000	1,000,000	365
18/16	National Australia Bank	Sewer	A1+	1	27-Nov-17	20-Nov-18	2.50%	2,000,000	2,000,000	358
18/17	Bank West	General	A1+	1	27-Nov-17	27-Nov-18	2.55%	2,000,000	2,000,000	365
18/18	Suncorp Bank	General	A1+	1	27-Nov-17	27-Nov-18	2.50%	1,000,000	1,000,000	365
18/21	St George Bank	Water	A1+	1	01-Dec-17	30-Nov-18	2.50%	1,000,000	1,000,000	364
18/23	National Australia Bank	General	A1+	1	14-Dec-17	14-Dec-18	2.52%	2,000,000	2,000,000	365
18/24	Regional Australia Bank	Water	NR	3	14-Dec-17	14-Dec-18	2.51%	2,000,000	2,000,000	365
18/25	National Australia Bank	General	A1+	1	09-Jan-18	09-Jan-19	2.52%	1,000,000	1,000,000	365
18/27	National Australia Bank	General	A1+	1	15-Mar-18	09-Jan-19	2.60%	2,000,000	2,000,000	300
18/34	AMP BANK	General	A1	2	22-Jun-18	18-Jan-19	2.85%	2,000,000	2,000,000	210
18/35	AMP BANK	Water	A1	2	22-Jun-18	18-Jan-19	2.85%	1,000,000	1,000,000	210
18/36	AMP BANK	Sewer	A1	2	22-Jun-18	18-Jan-19	2.85%	500,000	500,000	210
18/37	Westpac Bank	General	A1+	1	28-Jun-18	21-Jan-19	2.85%	2,000,000	2,000,000	207
18/28	Westpac Bank	Water	A1+	1	15-Mar-18	15-Mar-19	2.67%	1,500,000	1,500,000	365
18/29	Westpac Bank	Sewer	A1+	1	15-Mar-18	15-Mar-19	2.67%	1,500,000	1,500,000	365
18/30	National Australia Bank	General	A1+	1	27-Mar-18	27-Mar-19	2.66%	2,000,000	2,000,000	365
18/31	CBA	General	A1+	1	12-Apr-18	12-Apr-19	2.68%	1,000,000	1,000,000	365
18/32	St George Bank	General	A1+	1	17-Apr-18	17-Apr-19	2.76%	2,000,000	2,000,000	365
18/33	CBA	General	A1+	1	18-Apr-18	17-Apr-19	2.72%	1,000,000	1,000,000	364
18/38	Westpac Bank	Water	A1+	1	28-Jun-18	25-Jun-19	2.95%	1,000,000	1,000,000	362
18/39	Westpac Bank	General	A1+	1	28-Jun-18	25-Jun-19	2.95%	2,000,000	2,000,000	362
19/01	CBA	General	A1+	1	17-Jul-18	17-Jul-19	2.76%	3,000,000	3,000,000	365
19/02	Bank West	Sewer	A1+	1	17-Jul-18	17-Jul-19	2.80%	2,000,000	2,000,000	365
Sub Total - Term Deposit Investment Group								TOTALS	51,500,000	51,500,000

Cash Deposits Accounts Investment Group									
As at Date	Borrower	FUND	Rating	Risk Rating	Purchase Date	Maturity Date	Current Yield	Principal Value	Current value
30/6/18	National Australia Bank (Cash Maximiser)	General	A1+	1			1.50%	1,000,000	1,000,000
Sub Total - Cash Deposits Accounts Investment Group								1,000,000	1,000,000

Floating Rate Notes Investment Group									
As at Date	Borrower	FUND	Rating	Risk Rating	Purchase Date	Maturity Date	Current Yield	Principal Value	Current value
Sub Total - Floating Rate Notes Investment Group								-	-

B) Council Investments by Fund 31 July, 2018

Portfolio by Fund		30/06/2018	31/07/2018
General Fund		40,000,000	38,000,000
Water Fund		8,500,000	8,500,000
Sewer Fund		6,000,000	6,000,000
TOTAL		\$ 54,500,000	\$ 52,500,000

Council investment portfolio decreased by \$2M during July 2018. This was in respect of normal cash flow movements for receipts collected and payments made during July 2018.

C) Interest – Budgeted verses Actual Result to Date

	Ledger	2018/2019 Budget	Actuals to Date
General Fund	128820	879,000.00	10,472.88
Water Fund	812350	85,000.00	-
Sewer Fund	906320	87,000.00	-
TOTAL		\$ 1,051,000.00	\$ 10,472.88

The interest received to date (cash basis) is in accordance with Budget and does not include accruals. It is again expected that Council's Investment Portfolio will achieve benchmark returns in 2018/2019

D) Investment Portfolio Performance

Investment Portfolio Return		Benchmarks		
	% pa	RBA Cash Rate	Aus Bond Bank Bill	11am Cash Rate
Benchmark as at 31-7-2018		1.50%	1.81%	1.50%
Term Deposits	2.66%			
Cash Deposit Accounts	1.50%			
Floating Rate Notes				
Structured Products*	0.00%			

Structured Products exclude 1 CDO's currently in default and returning zero coupon

E) Investment Commentary

Council's investment portfolio returns exceeded the 11am Cash Rate benchmark in all investment categories except for Council's cash deposit accounts. These accounts are held for liquidity purposes. Term Deposits exceed all benchmarking indexes.

Council's investment portfolio of \$54.5M is almost entirely invested in fixed term deposits. Overall, the portfolio is highly liquid, highly rated and short-dated from a counterparty perspective.

As widely expected, the RBA kept interest rates unchanged at 1.50% in its meeting in June. However there were few changes in the board's commentary. One of the more interesting comments was with regards to housing: "while there may be some further tightening of lending standards, the average mortgage interest rate on outstanding loans is continuing to decline". This suggests that the current low interest rate setting will provide some offset to any further tightening in lending standards (by APRA).

The RBA reiterated that the next move in interest rates was more likely to be up than down. While growth and unemployment outlooks were developing in line with the RBA's expectations, the progress was still only gradual. As such, there is no strong case for a near term adjustment in policy. The broader market currently does not support any near-term monetary policy action by the RBA. In fact, the futures market currently prices in a flat interest rate outlook over the coming 12 months, with the first rate rise pushed back until early 2020.

The Reserve Bank Board decided to leave the cash rate unchanged at 1.50 per cent at its July meeting. The recent data on the Australian economy continue to be consistent with the RBA's central forecast for GDP growth to average a bit above 3 per cent in 2018 and 2019. GDP grew strongly in the March quarter, with the economy expanding by 3.1 per cent over the year. Business

conditions are positive and non-mining business investment is continuing to increase. Higher levels of public infrastructure investment are also supporting the economy. One continuing source of uncertainty is the outlook for household consumption. Household income has been growing slowly and debt levels are high.

The low level of interest rates is continuing to support the Australian economy. Further progress in reducing unemployment and having inflation return to target is expected, although this progress is likely to be gradual. Taking account of the available information, the RBA judged that holding the stance of monetary policy unchanged at this meeting would be consistent with sustainable growth in the economy and achieving the inflation target over time. Therefore interest rates are expected to remain steady for the foreseeable future.

Council staff will continue to monitor interest movements to ensure the best possible returns on investments.

F) Certification – Responsible Accounting Officer

I Scott Norman, hereby certify that the investments listed in this report have been made in accordance with Section 625 of the *Local Government Act 1993*, Clause 212 of the Local Government (General) Regulations 2005 and Council's Investment Policy.

RELATIONSHIP TO STRATEGIC PLAN, DELIVERY PLAN AND MANAGEMENT PLAN:

Strategy: S.01 Sound Local Government Administration, Governance and Financial Management are provided.

Term Achievement: S.01.02 A sound long term financial position is maintained.

Operational Objective: S.01.02.01 To manage Council Finances with the view to ensuring Council's ongoing financial health and stability, the discharge of statutory and fiduciary responsibilities, proper accounting systems and standards and an efficient and equitable revenue base.

POLICY IMPLICATIONS:

Nil.

CHIEF FINANCIAL OFFICERS COMMENT:

It is noted that the volatility for current financial markets and pending legal actions will not impact on Council's Rates and Charges, its ability to deliver its existing Services across the funds, or its medium or long term sustainability. Council's overall Investment Portfolio remains sounds.

LEGAL IMPLICATIONS:

Nil.

RECOMMENDATION:

That the Committee recommend to Council that:

- i) the report indicating Council's Fund Management position be received and noted; and*
- ii) the Certification of the Responsible Accounting Officer be noted.*