

Whangarei District Council Meeting

Agenda

Date: Thursday, 27 February, 2020

Time: 9:00 am

Location: Council Chamber
Forum North, Rust Avenue
Whangarei

Elected Members: Her Worship the Mayor Sheryl Mai
(Chairperson)
Cr Gavin Benney
Cr Vince Cocurullo
Cr Nicholas Connop
Cr Ken Couper
Cr Tricia Cutforth
Cr Shelley Deeming
Cr Jayne Golightly
Cr Phil Halse
Cr Greg Innes
Cr Greg Martin
Cr Anna Murphy
Cr Carol Peters
Cr Simon Reid

For any queries regarding this meeting please contact
the Whangarei District Council on (09) 430-4200.

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8. Public Excluded Business

- 8.1 Confidential Minutes Whangarei District Council 19 December 2019
- 8.2 Bid for sporting event
- 8.3 Appointment

9. Closure of Meeting

Recommendations contained in the Council agenda may not be the final decision of Council.

Please refer to Council minutes for final resolution.

4. Public Forum

Meeting: Whangarei District Council
Date of meeting: 27 February 2020
Reporting officer: C Brindle (Senior Democracy Adviser)

1 Purpose

To afford members of the community an opportunity to speak to Council and to report on matters raised at public forums where appropriate.

2 Summary

Standing Orders allow for a period of up to 30 minutes to be set aside for a public forum at the commencement of each monthly council meeting.

The time allowed for each speaker is 5 minutes.

Members of the public who wish to participate should send a written application, setting out the subject matter and the names of the speakers, to the Chief Executive at least 2 clear working days before the day of the meeting.

Speaker

Speaker	Subject
Peter Vaughan	Planning Consent application processes – principles of the Treaty of Waitangi
Robert Van Der Kaap	Council and record camera film of vehicle theft. An improved camera system for Vine Street car park. Number of vehicles stolen etc Vine Street/Whangarei.
Oliver Krollmann	Climate Change Update – establishment of a Climate Emergency Action Advisory Group

Report on actions taken or comment on matters raised

Where practicable actions taken on matters raised by previous speakers are reported back to public forum.

Speaker	Subject
Peter Vaughan	Who are the Tangata Whenua of Whangarei

Mr Vaughan tabled letter of introduction from his wife Eva Vaughan, a direct descendant of Te Iwitahi Manihera whanau. Mrs Vaughan acknowledged Mr Vaughan has permission to speak on behalf of the whanau.

Mr Vaughan described the history and reign of the Maori Chief Te Iwitahi and his son Manihera, Tangata Whenua of Whangarei. Te Iwitahi and Manihera presided over large areas of the district in the 1800's. Some of the territory they presided over included; Parihaka Pa, Pihoihoi Pa (site of Presbyterian Church, District Court), Kauika Pa (Coronation Reserve, Pukenui Reserve), Pukawakawa Pa (Hospital, Maunu), Ruarangi Pa (Winstones Quarry, Otaika Valley).

Mr Vaughan then spoke about the obligations of the Crown in terms of the Tiriti o Waitangi settlement process and his expectation that settlement of treaty claims is immanent. He reminded council of their duties and responsibilities (Local Government Act, Resource Management Act, WDC Policies and Procedures, District Plan, Te Karearea Partnership Forum) and suggested Council and staff become familiar with who the Tangata Whenua are and plan and embrace strategies that will embrace:

- Maori seats on Council
- Maori Statutory Board (Whanau and Hapu Tangata Whenua)
- Treaty of Waitangi redress and settlements, including some NRC and WDC lands
- A growing Maori population.

Mr Vaughan's speaking notes were tabled.

Response

Staff welcome the opportunity to develop/deepen understanding of 'who the Tangata Whenua are', while also acknowledging that this is something for iwi/ hapū to determine. We also continue to develop understanding of the Crown's process for settling its obligations in terms of the Tiriti o Waitangi settlement, and seek to work with hapū where desired/appropriate to plan and embrace strategies to prepare for this.

While the Treaty of Waitangi is with the Crown its principles are throughout Local Government legislation (i.e. the Resource Management Act 1991 requires the principles to be 'taken into account in relation to managing the use, development, and protection of natural and physical resources'). In terms of the Local Government Act (2002) a key focus is Māori participation in Council decision-making (as opposed to Auckland Council which was established under separate legislation that provides for representation via an Independent Māori Statutory Board). While participation at the Governance level has historically been through Te Huinga and Te Kārearea, which has been a huge revelation for Council since its conception in 2012, there are a number of non governance based mechanisms (i.e. project and process based). These are critical to ensuring that there are different channels for Māori participation. Council is currently working on options for governance based mechanisms for participation in the term ahead, while also commencing a review of operational processes to identify gaps and enhance opportunities for participation by all Māori.

Any decision on Māori Wards would require a separate process under the Local Electoral Act 2001, inclusive of the potential for a public poll.

Item 5.1
Whangarei District Council Meeting Minutes

Date: Thursday, 19 December, 2019
Time: 9:00 a.m.
Location: Council Chamber
 Forum North, Rust Avenue
 Whangarei

In Attendance

 Her Worship the Mayor Sheryl Mai
 (Chairperson)
 Cr Gavin Benney
 Cr Vince Cocurullo
 Cr Nicholas Connop
 Cr Ken Couper
 Cr Tricia Cutforth
 Cr Shelley Deeming
 Cr Jayne Golightly
 Cr Phil Halse
 Cr Greg Innes
 Cr Greg Martin
 Cr Anna Murphy
 Cr Carol Peters
 Cr Simon Reid

Scribe C Brindle (Senior Democracy Adviser)

Acknowledgement

Those affected by the tragic eruption on Whakaari/White Island on Monday 9 December, were acknowledged.

1. Karakia/Prayer

Cr Cocurullo opened the meeting with a prayer/karakia.

2. Declarations of Interest

Item 6.10 – Temporary Liquor Ban under Alcohol Control Bylaw 2018

Item 6.11 – Temporary Road Closure – Fire Engine Pull 2020

Item 6.13 – Temporary Road Closure – Six60 Concert 2020

3. Apologies

There were no apologies.

4. Public Forum

Peter Vaughan - Who are the Tangata Whenua of Whangarei.

5. Confirmation of Minutes of Previous Meeting of the Whangarei District Council

5.1 Minutes Whangarei District Council meeting held 27 November 2019

Moved By Cr Phil Halse

Seconded By Cr Anna Murphy

That the minutes of the Whangarei District Council meeting held on the 27th of November 2019, including the confidential section, having been circulated, be taken as read and now confirmed and adopted as a true and correct record of proceedings of that meeting, subject to it being recorded that Fiona Green, public forum speaker, tabled the following two documents:

- Disabled People's Organisation Roles and Attributes
- Christchurch City Council Disability Advisory Group 2019 position description.

Carried

6. Decision Reports

6.1 Northport Strategy

Moved By Cr Phil Halse

Seconded By Cr Vince Cocurullo

That Council;

1. notes the report on the strategy for bringing the Navy and Ports of Auckland business to Marsden Point.
2. requests staff to continue working with government officials with a view to bringing the Port and Navy to Whangarei.
3. appoint a political working party comprising Bream Bay Ward Councillors and Deputy Mayor Greg Innes, to work with staff and with government officials with a view to bringing the Port and Navy to Whangarei.

Amendment

Moved By Cr Greg Martin

Seconded By Her Worship the Mayor

That Council;

1. notes the report on the strategy for bringing the Navy and Ports of Auckland business to Marsden Point.
2. requests staff to continue working with government officials with a view to bringing the Port and Navy to Whangarei.

On the amendment being put Cr Halse called for a division:

Recorded	For	Against	Abstain
Her Worship the Mayor	X		
Cr Gavin Benney		X	
Cr Vince Cocurullo		X	
Cr Nicholas Connop	X		
Cr Ken Couper	X		
Cr Tricia Cutforth	X		
Cr Shelley Deeming	X		
Cr Jayne Golightly		X	
Cr Phil Halse		X	
Cr Greg Innes	X		
Cr Greg Martin	X		
Cr Anna Murphy	X		
Cr Carol Peters		X	
Cr Simon Reid	X		
Results	9	5	0

**The amendment was Carried (9 to 5)
and subsequently Carried
as the substantive motion**

6.2 Elected member remuneration

Moved By Cr Greg Martin

Seconded By Cr Shelley Deeming

That Council:

1. Adopt option two for recommendation to the Remuneration Authority for remuneration of positions of additional responsibility, and allocation of the total remuneration pool for 2019-20:

Option 2 - continue with additional payments for the Deputy Mayor, and Chairs of the three standing committees of the whole, increasing the percentage to reflect the additional responsibilities of Committee Chairs (40% or ratio of 1.4) and the Deputy Mayor (60% or ratio of 1.6) in the new term.

2. Note the Remuneration Authority requires a recommendation by 24 January 2020 to meet the deadline for an amended Determination.
3. Note that changes to the governance structure during this term of Council, that change the number of positions of responsibility held by elected members, will require reallocation of the remuneration pool.
4. Delegates to the Chief Executive the responsibility of ensuring the documentation is completed for the Remuneration Authority.

Amendment

Moved By Cr Phil Halse

Seconded By Cr Carol Peters

That the status quo remain, continue with additional payments for the Deputy Mayor and Committee Chairs maintaining the percentage used in the previous terms of Council (25% or ratio of 1.25%).

On the amendment being put Cr Halse called for a division:

Recorded	For	Against	Abstain
Her Worship the Mayor		X	
Cr Gavin Benney			X
Cr Vince Cocurullo			X
Cr Nicholas Connop		X	
Cr Ken Couper			X
Cr Tricia Cutforth		X	
Cr Shelley Deeming		X	
Cr Jayne Golightly		X	
Cr Phil Halse	X		
Cr Greg Innes		X	
Cr Greg Martin		X	
Cr Anna Murphy		X	
Cr Carol Peters		X	

Cr Simon Reid

X

Results

1

9

4

The amendment was Lost (1 to 9)

The motion was Carried

6.3 Elected Member Code of Conduct

Subsequent to the agenda being circulated the draft Elected Member Code of Conduct 2019 with tracked changes was distributed.

Item 6.3 was taken in parts.

Moved By Her Worship the Mayor

Seconded By Cr Anna Murphy

That Council

1. Resolves that the updated 2019 Elected Member Code of Conduct includes the description of the role of the Chief Executive.

Carried

2. Resolves that the updated 2019 Elected Member Code of Conduct includes clause 7.2 – Information Received in Capacity as an Elected Member.

Carried

3. Resolves that the updated 2019 Elected Member Code of Conduct sets the declaration of gift value at \$50 (incl. GST).

Lost

4. Resolves that the updated 2019 Elected Member Code of Conduct excludes the public from directly making a complaint under the Code.

Lost

5. Adopts the updated 2019 Elected Member Code of Conduct located at Attachment One, incorporating the decisions above.

Carried

6. Delegates to the Chief Executive the authority to make editorial and typographical changes to the 2019 Elected Member Code of Conduct, if required, and in consultation with the Mayor.

Carried

Amendment

Moved By Cr Greg Martin

Seconded By Cr Simon Reid

3. Resolves that the updated 2019 Elected Member Code of Conduct sets the declaration of gift value at \$50 (incl. GST).

The amendment was Lost

Cr Murphy left the meeting from 10.23am to 10.25am during Item 6.2.

6.4 Appointments to outside organisations - 2019-2022 term

Moved By Cr Carol Peters

Seconded By Cr Tricia Cutforth

That Council:

1. Approves the appointment of elected members as Council representatives to outside organisations as follows:
 - (a) Creative Northland – Cr Carol Peters
 - (b) Whangarei Art Museum Trust – Cr Ken Couper
 - (c) Whangarei Museum and Heritage Trust (Kiwi North) – Cr Anna Murphy and Cr Simon Reid
 - (d) Whangarei Quarry Gardens Trust – Cr Tricia Cutforth
 - (e) Sport Northland – Her Worship the Mayor
 - (f) Northland Events Centre Trust – Cr Phil Halse
 - (g) Whangarei Waste Limited – Cr Greg Martin
 - (h) NRC Whangarei Public Transport Working Party – Cr Tricia Cutforth, Cr Greg Martin, Cr Anna Murphy and Cr Simon Reid
 - (i) Kaipara Moana Working Party – Cr Phil Halse, Cr Greg Innes as alternate
 - (j) Creative Communities Assessment Committee – Cr Tricia Cutforth.

Carried

The meeting adjourned from 10.42am to 11.00am following Item 6.4.

6.5 Triennial Agreement

Moved By Cr Shelley Deeming

Seconded By Cr Greg Innes

That Council:

1. Approve the Mayor and Chief Executive to sign the Triennial Agreement on behalf of Council.

Carried

6.6 Decision making over the 2019-20 Christmas recess period

Moved By Cr Tricia Cutforth

Seconded By Cr Greg Innes

That Council:

1. Delegates the power to make urgent decisions on behalf of Council or its Committees between the last scheduled meetings in December 2019 and the first meeting of Council or its Committees in 2020 (the 2019-20 Christmas recess period) to:
 - any two of either the Mayor or Deputy Mayor, and the Chairperson of either the Infrastructure, Strategy Planning and Development, or Community Development Committees
2. In the event the Mayor and Deputy Mayor are both absent from Council at the same time, delegates the power to make urgent decisions on behalf of Council or its Committees over the 2019-20 Christmas recess period to:
 - Any two Chairpersons of either the Infrastructure, Strategy Planning and Development, or Community Development Committees.
3. Notes that if it is considered necessary, an extraordinary meeting of Council will be called during the 2019-20 Christmas recess period;
4. Notes that if the urgent decision-making process is exercised, the instances will be reported to the first Council or relevant Committee meeting in 2020.
5. Designates Councillor Nicholas Connop the authority under section 25(5) of the Civil Defence Emergency Management Act 2002 to declare a state of local emergency in the event the Mayor is unavailable over the 2019-20 Christmas recess period.

Carried

Secretarial note: The wording 'and to increase the Chief Executive's financial delegation', to be deleted from the 'Purpose' section of the agenda report.

6.7 Reducing waste- a more effective landfill levy - consultation response

Moved By Cr Anna Murphy

Seconded By Cr Carol Peters

That the Council endorses a submission to the Ministry for the Environment's "Reducing waste: a more effective landfill levy" consultation in support of broadening the scope of the levy and increasing the rate.

Carried

Cr Halse requested his vote against be recorded.

6.8 Baches on Whananaki Road Reserve - Licence to Occupy Review

Moved By Cr Greg Innes

Seconded By Cr Shelley Deeming

That Council

1. Receive the information.
1. That council note the request from the bach owners to extend their licences to occupy.
2. Acknowledge the feedback from the Whananaki Community and the themes raised.
3. Agree to extend the existing licences to occupy, at the Whananaki North road reserve known as the Whananaki Baches for a further 10 years conditional on;
 - a. an acceptable safe and sanitary – Building Condition Assessment Report in accordance with The Residential Property Inspection Standard NZS 4306.
 - b. wastewater disposal continues to meet the requirements of the Regional Plan rules as required by the Northland Regional Council.
 - c. a fair and market rental is determined via independent valuation advice.
4. Amend Clause 1.c) of the existing Structures on Coastal Reserves Policy (0070) to read:

'That all existing tenancies on coastal reserve other than those in b) shall be nontransferable except to a family relative and shall cease on 30 June 2030.'

(Note: b) refers to all existing legal agreements be honoured)
5. Authorise the Chief Executive to negotiate and finalise all terms and conditions relating to conditional Licences to Occupy.

Carried

6.9 William Fraser Memorial Park on Pohe Island Masterplan Programme

Moved By Cr Phil Halse

Seconded By Cr Vince Cocurullo

That Whangarei District Council

1. Approves the re-forecast of Pohe Island Development budgets and re-phasing of project timings within the \$8.262m 2018-2028 Long Term Plan financial envelope, as noted in Table 1 below:

Table 1 – Pohe Island Development - Proposed Projects Lists, Timing and Budget Allocation

Indicative Projects List and Allocation	Financial Year	Forecast
SOP – Pohe Island Central Carpark	2019/20	\$0.847m
SOP – Camera Obscura Landscaping (Grant)	2019/20-21	\$0.106m
SOP – Pohe Island Skate Park Upgrade	2019/20-21	\$1.400m
SOP – Pohe Island Masterplan Services (New)	2019/20	\$0.600m
SOP – Pohe Island Destination Playground	2020/21	\$2.200m
SOP – Pohe Island Playground Toilets	2020/21	\$0.334m
SOP – Pohe Island Bike Park	2021/22	\$1.200m
SOP – Pohe Island Marine Hub Development	2025/26-27	\$1.575m
SOP – Bridge Connecting Pohe to Riverside	2028+	\$0
SOP – Pocket Park (Sea Scouts)	2028+	\$0
SOP – Parks Interpretation Wayfinding	2028+	\$0
SOP – Waterfront Development on Pohe Island	2028+	\$0
TOTAL 2018-28 LTP BUDGET		\$8.262m

Carried

6.10 Temporary Liquor Ban under Alcohol Control Bylaw 2018

Moved By Cr Vince Cocurullo

Seconded By Cr Greg Martin

That Whangarei District Council approves;

1. In accordance with clauses 6.1 and 8.1 of the Alcohol Control Bylaw 2018 a temporary liquor ban for the following events for the area

shown in Appendix 1 of the agenda report:

- a. SIX60 concert – 15 February 2020 to apply for 24 hours from 6am to 6am the following morning.
- b. Whangarei Fritter Festival – 28 March 2020 to apply for 24 hours from 6am to 6am the following morning.
- c. Super Rugby Blues v Jaguares – 18 April 2020 to apply for 24 hours from 6am to 6am the following morning.

Carried

Declaration of interest:

Cr Halse declared an interest as a Trustee on the Northland Events Centre Trust. Cr Halse withdrew from the table and took no part in discussions or voting on Item 6.10.

6.11 Temporary Road Closure - Fire Engine Pull 2020

Moved By Cr Greg Martin

Seconded By Cr Gavin Benney

That Whangarei District Council,

1. Approves the proposal to temporarily close the following road to ordinary traffic for the Fire Engine Pull event on the following date in accordance with the Transport (Vehicular Traffic Road Closure) Regulations 1965.

Saturday 14 March 2020

James Street, from Cameron Street to Robert Street.

Period of Closure: 9am – 1pm.

2. Approves the proposal to temporarily close the side roads off the roads to be closed for up to 100 meters from the intersection for safety purposes.
3. Delegates to the Chair of the Infrastructure Committee and General Manager Infrastructure the power to give public notice of these proposed temporary closures, to consider any objections and to either approve, cancel or amend any or all of the temporary road closures if applicable.

Carried

Declaration of interest:

Cr Cocurullo declared an interest. Cr Cocurullo withdrew from the table and took no part in discussions or voting on Item 6.11.

6.12 Temporary Road Closure - International Rally of Whangarei 2020

Moved By Cr Vince Cocurullo

Seconded By Cr Shelley Deeming

That Whangarei District Council,

1. Approves the proposal to temporarily close the following roads to ordinary traffic for the International Rally of Whangarei 2020 on the following dates in accordance with the Transport (Vehicular Traffic Road Closure) Regulations 1965.

Wednesday 6 May 2020

Testing

Hosking Road, from Paparoa Oakleigh Road to Walker Road

Period of Closure: 8:00am – 5:00pm

Friday 8 May 2020

Ceremonial Start

Dave Culham Drive, from Port Road to Riverside Drive

Period of Closure: 4:00pm – 11:00pm

Saturday 9 May 2020

Special Stages 3 and 7 HELENA

Webb Road, from the end of the tarmac (Helena Bay) to Kaiikanui Road

Kaiikanui Road, from Webb Road to Pigs Head Road

Pigs Head Road, from Kaiikanui Road for approx. 500 meters

Period of Closure: 6:45am – 10:45am & 12:00pm – 4:00pm

Special Stages 5 and 9 CROWS NEST

Crows Nest Road, from SH1 to Paiaka Road

Paiaka Road, to the District Boundary

Period of Closure: 9:00am – 1:00pm & 2:15pm – 6:00pm

Special Stages 6 and 10 MARLOW

Otakairangi Road, from Swamp Road to Riponui Road

Riponui Road, from Otakairangi Road to Marlow Road

Marlow Road, from Riponui Road to the District Boundary

Period of Closure: 9:30am – 1:30pm & 2:45pm – 6:15pm

Sunday 10 May 2020

Special Stages 11 and 15 TANGIHUA

Otuhi Road, from Weke Road to Codlin Road

Codlin Road, from Otuhi Road to Tangihua Road

Tangihua Road, from Codlin Road to Bint Road

Bint Road, from Tangihua Road to Porter Road

Period of Closure: 6:30am – 2:30pm

Special Stages 12 and 16 WAIOTIRA

Waiotira, to Awarua Road

Hartnell Road, from Awarua Road to Taipuna Road

Taipuna Road, from Hartnell Road to Neville Road

Neville Road, from Taipuna Road to Hosking Road

Hosking Road, from Neville Road to Walker Road

Walker Road, from Hosking Road to Waikiekie North Road

Waikiekie Road, from Walker Road to Paparoa Road

Period of Closure: 7:00am – 3:15pm

Special Stages 13 and 17 MILLBROOK

Millbrook Road, from the District Boundary to Walters Road

Period of Closure: 7:45am – 3:45pm

Special Stages 14 and 18 WAIPU

Waipu Caves Road, from Shoemakers Road to Mangapai Caves Road

Mangapai Caves Road, from Waipu Caves Road to Graham Road

Graham Road, from Mangapai Caves Road to Ruarangi Road

Ruarangi Road, from Graham Road to Mangapai Road

Period of Closure: 8:00am – 4:15pm

2. Approves the proposal to temporarily close the side roads off the roads to be closed for up to 100 meters from the intersection for safety purposes.
3. Delegates to the Chair of the Infrastructure Committee and General Manager Infrastructure the power to give public notice of these proposed temporary closures, to consider any objections and to either approve, cancel or amend any or all of the temporary road closures if applicable.

Carried

6.13 Temporary Road Closure - Six60 Concert 2020

Moved By Cr Anna Murphy

Seconded By Cr Vince Cocurullo

That Whangarei District Council,

1. Approves the temporary closure of the following road to ordinary traffic for the Six60 Concert on the following date in accordance with section 342 (1)(b) and Schedule 10 Clause 11 of the Local Government Act 1974.

Saturday 15 February 2020

Okara Drive, from Porowini Avenue to Port Road

Period of Closure: 12pm – 12am.

2. Delegates to the Chair of the Infrastructure Committee and General Manager Infrastructure the power to give public notices of these temporary road closures.

Carried

6.14 Temporary Road Closure - Whangarei Street Sprint 2020

Moved By Cr Vince Cocurullo

Seconded By Cr Greg Martin

That Whangarei District Council,

1. Approves the proposal to temporarily close the following roads to ordinary traffic and pedestrians for the Whangarei Street Sprint on the following dates in accordance with the Transport (Vehicular Traffic Road Closure) Regulations 1965.

Saturday 16 – Sunday 17 May 2020

Railway Road, All of the street apart from the area closest to Walton Street. The road closed sign to be placed in a position to allow access to the Mobil Station and the Car Park at Walton Plaza.

Woods Road, total closure

Commerce Street, A small portion of the street closest to Woods Road. The road closed sign to be placed on the Woods Road side of the access way that leads behind the G & H Training and Flip Out building on the corner of Woods and Commerce Street.

Albert Street, All of the street apart from the area closest to Walton Street. The road closed sign will be placed in a position to allow access to the Mobil Station, the Car Park at Walton Plaza and also the access way between Albert Street and Clyde Street which runs along the back of the My Ride business.

Clyde Street, All of the street from the area closest to Walton Street. The road closed sign to be placed in a position to allow access to the access way between Clyde Street and Albert Street which runs along the back of the My Ride business.

Lower Cameron Street, All of the street apart from the area closest to Walton Street. The road closed sign to be placed in a position to allow access to the Police Car Park building and the driveway to the businesses in the old Police Station.

Reyburn Street, the small portions from Cameron Street to the roundabout which leads over the bridge to Okara Shopping Centre.

Hannah Street, all of the street apart from the area closest to Walton Street. The road closed sign to be placed in a position to allow access to the rear of the Police Car Park building back entrance (down the access way) and allow access to Fabers Furnishings Car Park.

Please refer to Appendix A – Proposed Closure Map

Period of Closure: 10:00pm Saturday 16 May – 7:00pm Sunday 17 May 2020.

2. Approves the proposal to temporarily close the side roads off the roads to be closed for up to 100 meters from the intersection for safety purposes.
3. Delegates to the Chair of the Infrastructure Committee and General Manager Infrastructure the power to give public notice of these proposed temporary closures, to consider any objections and to either approve, cancel or amend any or all of the temporary road closures if applicable.

Carried

Cr Cutforth abstained from voting on Item 6.14.

6.15 Temporary Road Closure - Northland Car Club March - July 2020

Moved By Cr Ken Couper

Seconded By Cr Vince Cocurullo

That Whangarei District Council,

1. Approves the temporary closure of the following roads to ordinary traffic for the Northland Car Club events on the following dates in accordance with section 342 (1)(b) and Schedule 10 Clause 11 of the Local Government Act 1974.

Sunday 8 March 2020

Hilford Road, Waiohira (total closure)

Sunday 19 April 2020

Ruakaka Street Sprint, Sime and Kepa Roads (totally closure to both roads)

Sunday 14 June 2020

Coxhead Road, Parakao, from a point 800 meters from SH 15.

Sunday 5 July 2020

Springfield Road, from a point 7.5kms from SH1 to the intersection of Ormiston Road.

Period of Closure: 9:00am – 5:00pm.

2. Approves the temporary closure of the side roads off the roads to be closed for up to 100 meters from the intersection for safety purposes.
3. Delegates to the Chair of the Infrastructure Committee and General Manager Infrastructure the power to give public notices of these temporary road closures.

Carried

7. Public Excluded Business

That the public be excluded from the following parts of proceedings of this meeting. The general subject of each matter to be considered while the public is excluded, the reason for passing this resolution in relation to each matter, and the specific grounds under Section 48(1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are as follows:

General subject of each matter to be considered		Reason for passing this resolution in relation to each matter	Ground(s) under Section 48(1) for passing this resolution
1.1	Confidential Minutes Whangarei District Council 27 November 2019	Good reason to withhold information exists under Section 7 Local Government Official Information and Meetings Act 1987	Section 48(1)(a)
1.2	Appointment of District Licensing Commissioner		
1.3	Employment Contract		

This resolution is made in reliance on Section 48(1)(a) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by Section 6 or Section 7 of that Act which would be prejudiced by the

holding of the whole or the relevant part of the proceedings of the meeting in public, are as follows:		
Item	Grounds	Section
1.1	For the reasons as stated in the open minutes.	
1.2	To the privacy of natural persons included that of a deceased person	Section 7(2)(a)
1.3	To the privacy of natural persons included that of a deceased person	Section 7(2)(a)

Carried

8. Closure of Meeting

The meeting concluded at 12.01pm.

Confirmed this 27th day of February 2020

Her Worship the Mayor Sheryl Mai (Chairperson)

Item 5.2

Extraordinary Whangarei District Council Meeting Minutes

Date: Tuesday, 11 February, 2020
Time: 8:30 a.m
Location: Council Chamber
 Forum North, Rust Avenue
 Whangarei

In Attendance

Her Worship the Mayor Sheryl Mai
 (Chairperson)
 Cr Vince Cocurullo
 Cr Nicholas Connop
 Cr Ken Couper
 Cr Tricia Cutforth
 Cr Jayne Golightly
 Cr Greg Innes
 Cr Greg Martin
 Cr Anna Murphy
 Cr Carol Peters
 Cr Simon Reid

Not in Attendance

Cr Gavin Benney
 Cr Shelley Deeming
 Cr Phil Halse

Scribe C Brindle (Senior Democracy Adviser)

1. Karakia/Prayer

2. Declarations of interest

There were no declarations of interest made.

3. Apologies

Crs Gavin Benney, Shelley Deeming and Phil Halse

Moved By Cr Greg Innes

Seconded By Cr Greg Martin

That the apologies be sustained.

Carried

4. Decision Reports

4.1 Water Restrictions for the Whangarei District

Moved By Cr Greg Innes

Seconded By Cr Greg Martin

That Whangarei District Council

1. Delegates to the Chief Executive the power to impose and lift water restrictions in accordance with clause 1.3.6.1 of the Water Supply Bylaw 2012.
2. Requests the Chief Executive advise Council prior to exercising the delegations and report back following the exercise of the delegation.

Carried

5. Closure of Meeting

The meeting concluded at 8.58am.

Confirmed this 27th day of February 2020

Her Worship the Mayor Sheryl Mai (Chairperson)

6.1 Active Recreation and Sports Strategy – adoption

Meeting: Whangarei District Council
Date of meeting: 27 February 2020
Reporting officer: Sue Hodge (Parks and Recreation Manager)

1 Purpose

Council to adopt the Active Recreation and Sport Strategy and seek support for including new projects and budgets for consideration in the draft 2021-2031 Long Term Plan.

2 Recommendation

That the Council adopts the Active Recreation and Sports Strategy and supports including short term projects for consideration in the 2021-2031 Long Term Plan.

3 Background

The Active Recreation and Sport Strategy has been developed to provide a high-level overview of the current and future active recreation and sport facility needs for the District. It focusses on providing spaces and places ('built facilities') for active recreation and sport.

Comprehensive consultation and engagement have been undertaken to develop this final document.

A workshop was held 11 December 2019 to review the 47 submissions to the final draft strategy. The outcome of the workshop and discussions is the attached document for adoption by Council.

Once the content of the strategy is adopted it will be reformatted by Council's Graphics team, photos, visual graphics and brand elements will also be added to ensure the document is consistent with the look of other Council documents.

4 Discussion

Attached is the final version of the content of the Active Recreation and Sport Strategy. It identifies current priorities and provides on-going and robust processes to identify, review and prioritise new projects across the District. However, to be able to do this a number of detailed, site and/or activity specific investigations are undertaken to assess the feasibility and viability of individual projects identified in this report.

The strategy has a 10-year life although it will be reviewed 3 yearly to align with Council's Long-term Plan.

The strategy contains many recommendations although not all are delivered by Council. Some align with existing Council projects, works streams or budgets. However, to achieve others additional funding will need to be allocated through the next Long-Term Plan (LTP) process. Short-term priority (next 1-3 years) recommendations that will need additional budget to be implemented are:

Recommendation	Budget	Timeframe
District Facility Navigator role to support the development of the prioritised hub initiatives and sport specific facility plans. The role should act as an 'activation agent' to help drive the development of the priority projects and encourage the adoption of best practice and networking between users, codes, clubs. The role will involve stakeholder engagement, project management of needs assessments, feasibility studies, and business case development.	\$100,000 (Salary plus funds for studies and business case development) OPEX Grant to Sport Northland	Year 1 2021/2031 LTP
That those coastal facilities that support casual water-based active recreation and sport participation are reviewed, and upgraded at identified strategic locations, potentially with joint funding from other parties. Strategic locations include: Matapouri, Ruakaka, Riverside Drive, One Tree Point.	\$200,000/annum CAPEX	2021/2031 LTP
That the Council increase the amount of funding available for active recreation and sport facilities through the contestable Partnership Fund. This is for projects identified such as Otangarei multi-sport facility, Ruakaka Community Centre etc. Along with this is the need for the development of a mechanism for prioritising Council investment in projects	To be determined CAPEX	2021/2031 LTP
Studies such as aquatic facility plan, sports field demand study, master plan for a Parua Bay marine hub.	\$80,000/annum OPEX	2021/2031 LTP
Implement projects in the Parua Bay Interim Development Plan including the playground, youth activity zone and parking adjacent to the community zone.	\$1,000,000 for base works \$100,000 activity zone CAPEX	2021/2031 LTP

4.1 Financial/budget considerations

It is recommended that these additional projects/budgets be included in the draft 2021/2031 LTP for consideration. Some projects will be requests and some projects reallocation of existing funds.

Increasing the contestable Partnership Fund will be a decision for Council. It will be supported by the development of tool for prioritising Council investment in projects.

4.2 Policy and planning implications

Council has limited funds and resources. The adoption of a strategy allows Council and staff to focus on the key activities that contribute towards our agreed goals in Active Recreation and Sport.

The Strategy contributes to the Vision and Community Outcomes of Council. It is recognised that several of the other plans and strategies impact on active recreation and sport provision as well, such as the Walking and Cycling Strategy and the review of the Open Space strategy.

4.3 Risks

There is a risk if Council adopts the strategy and does not allocate or re-allocate resources towards implementing the recommendations it will lead to reputational damage with the stakeholders who have been engaged in the development of the Strategy.

5 Significance and engagement

The decisions or matters of this Agenda do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via Agenda publication on the website, and Council News.

6 Attachment

Active Recreation and Sport Strategy – Final Draft (prior to formatting by graphics team)

Active Recreation and Sport Strategy for Whangarei District



18 December 2019

Report Disclaimer

In preparing this report it has been necessary to make a number of assumptions based on the information supplied to Global Leisure Group Limited in the course of investigations for this study. The recommended actions contained in this report are subject to uncertainty and variation depending on evolving events but have been conscientiously prepared based on consultation feedback and an understanding of trends in facility provision.

The authors did not carry out an audit or verification of the information supplied during the preparation of this report, unless otherwise stated in the report. Whilst due care was taken during enquiries, Global Leisure Group Limited does not take any responsibility for any errors nor mis-statements in the report arising from information supplied to the authors during the preparation of this report.

Authors

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Global Leisure Group Limited

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Review

This strategy will be reviewed internally every three years to align with the preparation of Council's Long-Term Plan and externally every six years.

Mayor's Message

1 Introduction

The purpose of this Strategy is to provide a high-level direction to Whangarei District Council (the Council) on how to meet the current and future active recreation and sport facility (spaces and places) needs for the District. It traverses matters such as the need for coastal facilities like boat ramps, toilets and drinking water to support recreational fishing or waka ama to how shared use agreements with schools may provide additional learn to swim facilities.

While focused on Council's role as an infrastructure provider, the Strategy also assists active recreation and sport stakeholders, community organisations and funding agencies with their future investment decisions.

We need this strategy because our community, why we are active and the way we are being active has changed significantly since the review of the previous strategy more than 10 years ago.

We heard from our community that being involved in active recreation and sport has holistic benefits that build the wellbeing of us individuals and as a community. From strengthening our tinana, *bodies*, to building our social connections with others. The Strategy is for people of all ages, abilities and cultures and aligns with the Four Community Outcomes that guide everything Council does.

1.1 Where are we headed?

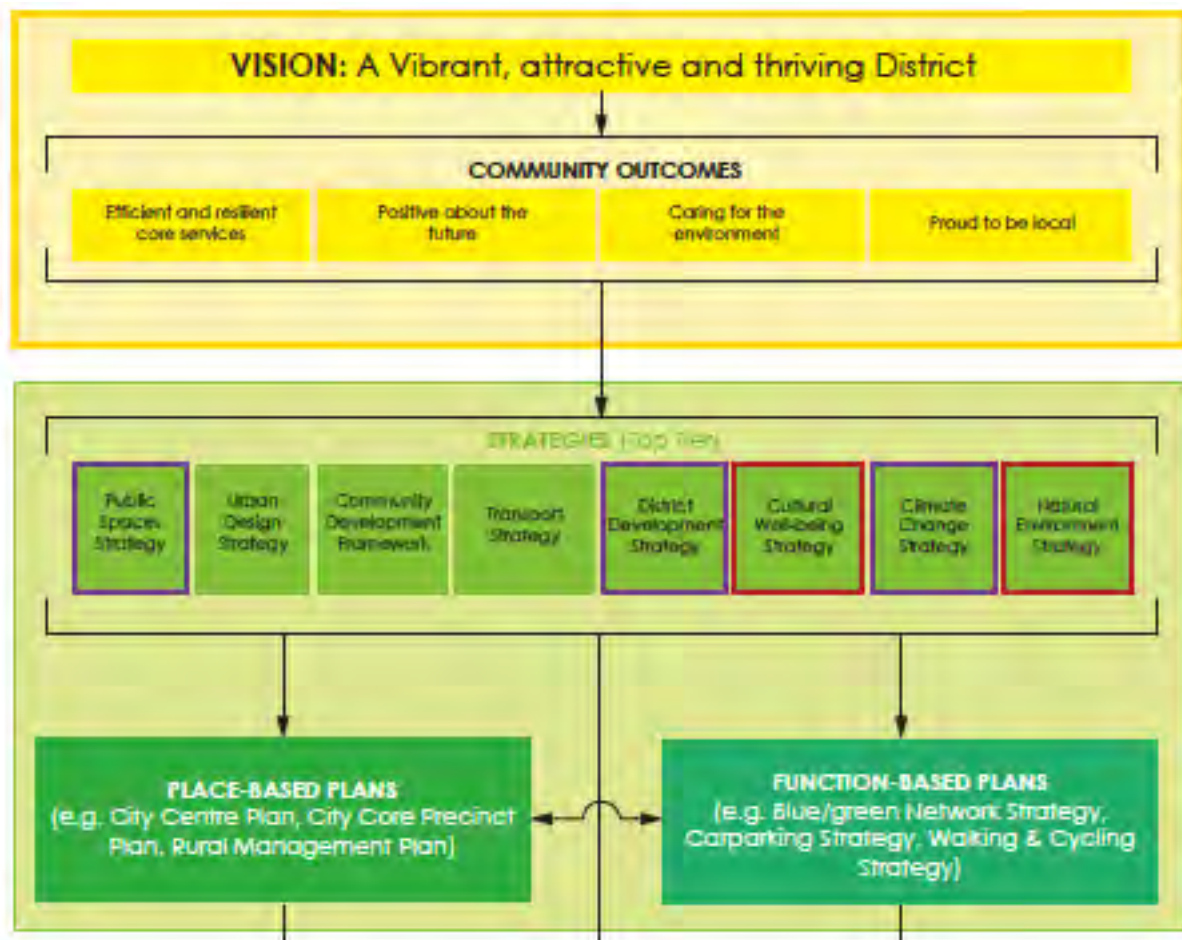
The Strategy goals are:

1. Increase participation - *more people, more active, more often*
2. Improve the quality of the experience of the participant so they are more likely to continue participating – participants, whanau, and their wraparound support services have what they need where they need it
3. Improve the economic, social and environmental sustainability of the facility network

The Strategy identifies current priorities and provides on-going and robust processes to identify, review and prioritise projects across the District. However, it is essential that detailed, site and/or activity specific investigations are undertaken to assess the feasibility and viability of individual projects identified in this report. It will be updated on a regular 3 yearly cycle to inform the Council's Long Term Plan.

1.2 Strategic Framework

The Strategy fits within the Strategic Framework of Council (see diagram below). The Active Recreation and Sport Strategy as a 'Function-Based Plan' contributes to the Vision and Community Outcomes of Council. It is recognised that several of the other plans and strategies impact on active recreation and sport provision as well, such as the Walking and Cycling Strategy.

Figure 1: Strategic Framework diagram (extract)

Consultation formed a key part of developing the Strategy. We followed a comprehensive process, engaging with key stakeholders and residents to gather a baseline of information on existing facilities and assist identifying current and future needs. We held over 30 meetings across Whangarei to develop this Strategy. Those engaged included:

- Meetings with Council's three Advisory Groups (Positive Ageing, Youth, Disability)
- Schools, active recreation and sport organisations, marae, hapū and interested residents

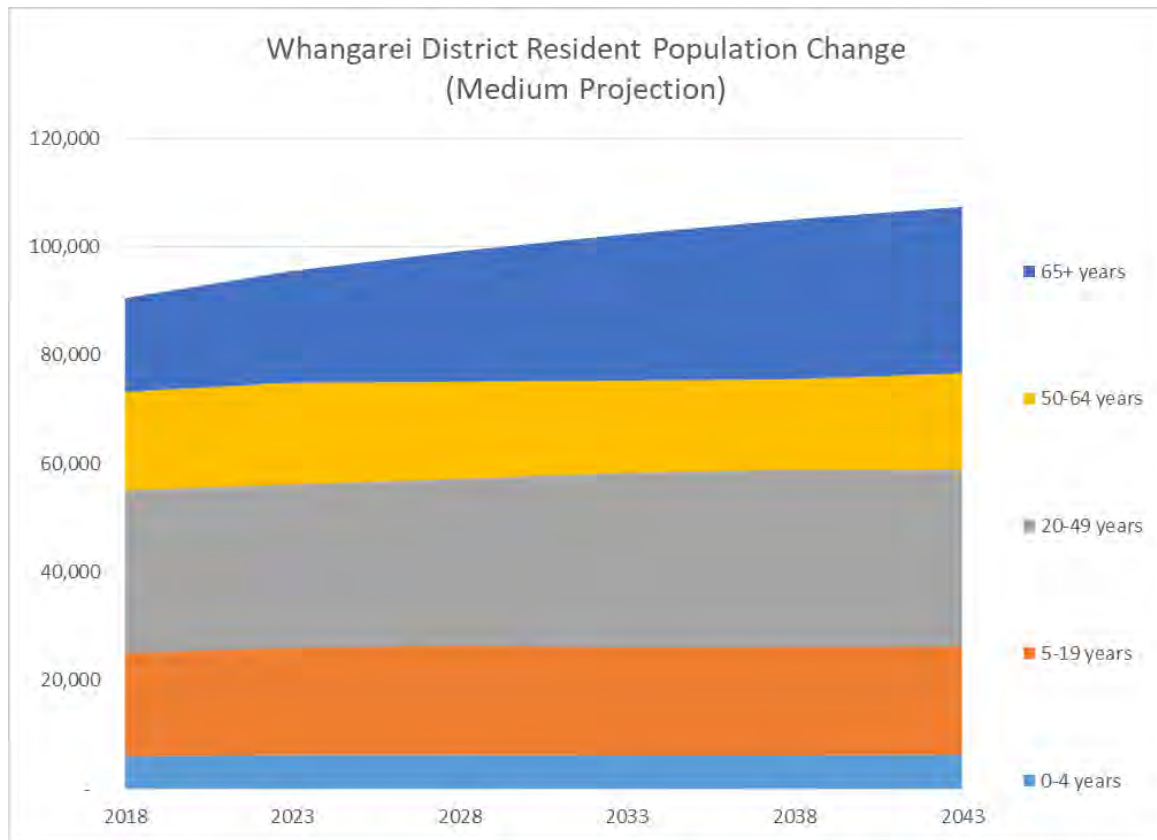
1.3 Our Resident Population

The resident population in some communities in Whangarei District is projected to grow at a much faster rate than the rest of the District.

- The medium projection for the District sees an increase from 90,500 residents in 2018 to 102,000 in 2028, an extra 11,700 people.
- A projected 77% increase in the number of older adults (65+ year olds) in Whangarei District, from 17,300 in 2018 to 30,700 in 2043, an extra 13,400 older adults, or a third of the population. All other age cohorts remain relatively stable.
- A projected increase of 7.6% or an extra 3,600 residents by 2043 in the core playing age range for sport (5-49 years).
- The District population is less diverse but has 28% of the Whangarei District population identifying themselves as Maori (compared to 16% for New Zealand as a whole). Ethnicity and culture can influence how we are active.

- The highest percentage increases in population between 2018-2028 are expected to be in Marsden Point/Ruakaka, Port Limeburners, Waipu, Bream Bay and Te Hihi.

Figure 2: Population Age Profile (2018- 2043)



1.3.1 Lifestage

The lifestage segmentation works on the idea that the 'life-stage' someone is in affects the decisions and choices that you make.











Figure 3: Sport NZ Lifestages

LIFESTAGES	DESCRIPTION	APPROXIMATE AGE RANGE
Older retirees	Retired singles and couples (often have grandchildren).	75+ years old
Young retirees	Recently retired singles and couples (often have grandchildren).	65-75 years old
Older adults	Employed and unemployed singles and couples without children at home (may have grandchildren).	35-64 years old
Older families (parents)	Singles and couples with children primarily in the secondary and tertiary lifestages.	35-60 years old
Young families (parents)	Singles and couples with children in the early years and primary lifestages.	(20)25-45 years old
Young adults	Employed and unemployed singles and couples without children.	16-34 years old
Tertiary	Young people in private training establishments (PTEs), institutes of technology and polytechnics (ITPs), wananga, universities and workplace training.	(16)18-22(25) years old
Secondary	Secondary school age children.	13-17 years old
Primary	Primary school age children (including intermediate).	5-12 years old
Early years	Young children in variety of care environments including at home, day care, nursery, etc...	0-5 years old

Understanding how these lifestages are changing within the resident population is essential to understanding what the potential future demand for active recreation and sport activities might be and the spaces and places needed.

In Whangarei, the percentage of residents in the Older Retirees and Young Retirees lifestages will increase while the percentage of residents in the Older Adult, Young Families, Primary, Young Adults and Early Years will decrease.

Figure 4: Sport NZ Lifestage Whangarei District 2018 to 2038

NZ Lifestage	2018	2028	2038	
Older Retirees	8.4%	10.7%	12.3%	
Young Retirees	10.7%	13.7%	15.8%	
Older Adults	19.2%	18.3%	17.5%	
Older Families (Parents)	7%	6.9%	6.4%	
Young Families (Parents)	18.7%	16.5%	15.3%	
Young Adults	8.3%	7.8%	8%	
Tertiary	2.4%	2.2%	2.2%	
Secondary	6.6%	6.8%	6.3%	
Primary	12%	10.8%	10.3%	
Early Years	6.7%	6.3%	5.9%	

1.3.2 Socio-economic Profile

Sport New Zealand provides a deprivation index which combines census data relating to income, home ownership, employment, qualifications, family structure, housing, access to transport and communications to provide a deprivation score for each meshblock in New Zealand. Scores are grouped into deciles, where 1 represents the least deprived areas and 10 the most deprived areas. A value of 10 therefore indicates that a meshblock is in the most deprived 10% of areas in New Zealand. Northland has a significant proportion of the population living in high levels of deprivation. Overall Whangarei district has a deprivation index of 7 however several communities have a deprivation index of 10

Economic prosperity can enable participation while deprivation can limit a person and their families available time to be active and to cover the costs of being active such as travel costs and subscription fees.

Adults living in the most socioeconomically deprived areas are 1.6 times as likely to be obese as adults living in the least deprived areas. Children living in the most socioeconomically deprived areas were 2.7 times as likely to be obese as children living in the least deprived areas.

1.4 Competitive Advantages

The District has some significant competitive advantages in relation to active recreation and sport opportunities; including:

- A mild maritime climate that has warmer winters and water temperatures than the rest of New Zealand
- An abundance of natural features popular for active recreation and sport such as harbours, bays, beaches and waterways because of its extremely indented coastline.
- Tourism has driven the provision of activity and support infrastructure such as parking and toilets at key access points that benefit residents
- Several National level facilities such as Northland Events Centre, Cobham Oval and facilities at Kensington Park enable hosting events and tournaments
- High levels of participation in active recreation and sport, and a strong record in supporting and developing talented athletes in a wide range of codes

2 Trends and Challenges

2.1 Active Recreation and Sport Sector Trends

The way we play and/or are active is changing

- Participation in outdoor active recreation activities is growing
- The 'active retiree' population is driving new demands
- Being active is now increasingly popular and the value activity has on our mental, physical and spiritual well-being is recognised
- Greater use and impact of technology (social media, websites, online booking systems, fitness apps, fit bits, etc.)
- Globalisation of active recreation and sport - new activities are appearing all the time
- Patterns of use are changing (more mid-week competitions)
- General casualisation, move away from structured traditional activities and clubs – participants just want to have a 'run around' without committing to training ahead of competition

- Lower volunteer participation and more pay to play delivery
- Participants have greater quality expectations of facility provision, delivery of activity and activity options
- Greater centralisation (or consolidation) of many activities into hubs
- Increasing awareness of the need to be multi-purpose and flexible with our built venues, whenever possible
- The ability to play more than one sport per season and participate in numerous active recreation pursuits, therefore multiple activities per year (exception is elite sport)

The active recreation and sport sector, like many community-based sectors, is experiencing other trends including:

- Increasing demand for local provision in population growth areas
- Increasing expectations in the standard of facilities and experiences from users
- A decrease in volunteer culture
- An increased demand for 'pay for play' associated with the casualisation of sport.
- Increasing responsibilities and burden placed on volunteers to meet user expectations, health and safety and other compliance requirements.
- Increasing financial pressures from maintaining ageing, often no longer fit-for-purpose facilities, and the decline/loss of traditional income streams such as sponsorship and bar profits. Some facilities experience a significant gap in the operational costs of running recreational activities and the ability to pay, or the willingness for participants to pay.
- Greater monitoring and accountability as funders are becoming more evidence based in their decision-making

The District faces a number of challenges that impact on the current and future provision of facilities. These are:

- A lack of consistency in locally accessible and inclusive base level provision for active recreation and sport
- A lack of sports code and network planning
- An ageing and growing resident population
- Increasing pressure on key active recreation locations from tourism
- Changing participation patterns and an ageing stock of facilities
- Moving from single purpose facilities to shared multi-purpose hubs

2.2 A lack of consistency in local provision.

There is inconsistency in the supply of local provision. Some communities are well catered for. For others, the active zones are inaccessible for reasons such as the distance required to travel. Some lack base level provision (such as toilets, water fountain, shade etc) that make them attractive and feasible places to use.

2.3 A Lack of Planning

The lack of district/ regional network planning by key sports is a major challenge to providing definitive guidance in this Strategy. Some sports also lack a 'whole of sport plan' at the district level that provide the strategic context for an investment in a facility. It is essential that the challenges faced by individual activities are further defined and addressed at a more detailed level to provide the evidence for basing investment decisions. Over time this will ensure that those in the District are better informed and have a more flexible and fit-for-purpose facilities network that meets the District's future active recreation and sport needs.

2.4 Affordability

In Whangarei, while the socio-economic profile varies between communities, many have high levels of deprivation. Discretionary income is therefore very limited for many in our community meaning affordability and accessibility to participate in active recreation and sport are major issues. This is particularly relevant for young people, low income communities and those who need to pay for a support person to participate.

Distance to travel, rising subscription/coaching fees, uniform and equipment costs are common examples of expenses experienced by our communities that can compound, restricting participation. Local provision to reduce or eliminate travel costs is a priority, particularly for informal active recreation and sport opportunities. Provision of local training facilities enables reduced travel (practice local and play away) even for sports with centralised competition hubs such as hockey and netball.

2.5 An Ageing and Growing Resident Population

The largest growth in demand will be for older adults 65+ years of age who will be a third of the resident population by 2043. Compounding this growth in demand is that the retiree life stage have:

- Significantly more discretionary time for active recreation and sport than most other segments
- A larger proportion and number of residents with disabilities of some kind

The growing trend towards casual / individual sporting and recreation activities is likely to continue. As such, the activities which have been considered 'suitable' for the Retirees of the past (for example bowls, tennis, golf) may not be the preferred activities for the next generation of Retirees. The challenge is for existing codes to adapt to meet the demands of an aging population (i.e. more residents in the Retiree lifestages) and / or provide spaces, places and facilities to meet new and emerging needs.

2.6 Our Health Profile

As a region, Northland has an inactivity rate of 26.8%, meaning we are less active than other regions in the nation.

About three-quarters of deaths in Northland are from cardiovascular disease (heart disease and stroke) or cancer (the most common sites are trachea-bronchus-lung, colorectal, prostate and breast). Twenty percent of adult Northlanders have been told they have high blood pressure and 12 percent that they have high cholesterol, both known risk factors for cardiovascular disease. While diabetes is not a major killer in itself, it is a primary cause of heart disease. A great deal of unnecessary illness and hospitalisation is related to poor management of diabetes.

28% of the Whangarei District population identify as Maori (compared to 16% for New Zealand as a whole). Māori experience low levels of health status across a range of health and socio-economic statistics compared to non-Maori non-Pacific peoples. Some health conditions are closely connected to socio-economic disadvantage.

In providing affordable opportunities for our people to be active, Council contributes to a positive ripple effect to lift the well-being of our community.

2.7 Increasing pressure on key active recreation locations from tourism

The growth of tourism in the District is increasingly impacting upon key active recreation locations. Shorefront locations that are popular with the resident population for active recreation are facing the greatest pressure. Most provision of amenities at these locations such as parking and toilets falls on Council to provide.

2.8 Changing Participation Patterns and an Ageing Stock of Facilities

Popularity and participation rates are affected by changing demographics, emerging new sports, increasing informal active recreation pursuits and increasing competition from sedentary activities (often digital technology based). Active recreation and sport facilities need to be adaptable and flexible to respond to changing community needs. Most facilities now need to be more multi-purpose and agile to better meet the needs of a wider range of activities and users.

The District is reliant on a network of facilities that are unsustainable, ageing and not fit-for-purpose. A planned approach is required to ensure our network is selectively upgraded, modernised to be fit-for-purpose, converted and/ or rationalised. The majority of active recreation and sport facilities were developed over 20 years ago to meet the specific needs of traditional sporting codes. Over this period population growth has been significant in the Whangarei District. While many sports codes have grown and prospered some have had a relative decline over the past 20 years. This has led to a mis-match between current supply and demand for some codes. Key issues are:

- Significant gaps in the provision of fit-for-purpose and right-sized support amenities (toilet, storage, change, social facilities, shade, shelter and Wi-fi access) at sports parks
- Significant shortage of fit-for-purpose winter sports fields, with common issues including poor drainage and limited flood lighting for evening training and games
- Several codes have been identified where membership and participation levels have declined, and the facilities are now under-utilised. These include:
 - Bowls (clubrooms and greens)
 - Rugby (clubrooms)
 - Golf (clubrooms and courses) in smaller rural communities
- There are a number of codes where there is historic under-supply or where demands have changed. Significant issues include:
 - Shooting which has a long-standing need for a new location;
 - Netball, Futsal, Basketball which require indoor or covered all-weather courts
 - A lack of well-drained sports fields and floodlit areas for training

2.9 Moving from Single Purpose Facilities to Shared Multi-purpose Hubs

The District has an existing network of sport hub facilities mostly operated by sports club partnerships. However, a large proportion of provision is still single sports code facilities. It is clear that more multi-code sport partnerships are required across the District to reduce duplication in provision (in particular of clubrooms) and consolidation to fewer facilities to enable higher use and occupancy. Some of the existing hubs could be enhanced significantly through partnering with nearby schools. These measures will generate economies in scale to aid long-term sustainability for many of the current single sports code facilities.

Facilities that can adapt and develop will thrive, whereas those that don't are likely to struggle. The active recreation pursuits and sports codes that were assessed as currently having adequate facilities to meet demand, need to be pro-active in their planning to maintain fit-for-purpose facilities that are sustainable. A long-term Strategy for some of these codes when facilities need renewal should be to co-locate and share facilities and services such as clubrooms with others as part of larger multi code hubs.

3 A Strategic Approach

3.1 Gaps and Oversupply

In general, the supply and demand of provision for sport is adequate in terms of quantity. However, the quality of provision, experience and levels of deferred maintenance of facilities is often inadequate.

Gaps

There are several gaps in the systems that support access and provision affecting participation including:

- A lack of promotion, awareness, and accessible information (no App, limited on-line enabled bookings and 'customer interaction')
- No public transport or poorly aligned public transport (where it exists) to and from main active recreation and sport destinations
- Gaps in active transport (feeder links are lacking to main spine off-road pathways) that enable better connected communities
- Lack of communication, co-ordination and cross sector collaboration overall. In particular, a lack of engagement of cultural active recreation and sports groups.
- Significant safety concerns (physical and personal) inhibiting participation in active recreation, particularly at some entry points to track networks (poor safety lighting, poor parking and amenities) such as Parihaka and Abbey Caves

Over-supply

Significant over-supply has been identified as listed below:

- General over-supply of single code clubrooms
- Too many clubs in some codes (bowls, rugby, golf)
- General duplication of club facilities on hub sites.

Under supply

Significant under-supply has been identified as listed below:

- Few facilities incorporate universal design for people of all ages and abilities.
- Lack of well drained sports fields and training areas able to cope with wet weather, particularly in winter
- Shortage of floodlit fields and training areas
- Lack of good quality change and ablution amenities for sport (often in poor condition/ deferred maintenance common)
- Lack of accessible and appropriate amenities needed to support active recreation and sport (toilets, drinking fountains, shade, seating, shelter)
- Shortage of parking at key destinations for active recreation and at sports parks, Kensington Park is under the greatest parking pressure. Parking pressure acute in peak tourism season at key outdoor recreation destinations
- A hub for shooting sports
- Shortage of all-weather facilities such as covered sports courts and active recreation spaces such as for netball, basketball and kapa haka
- Inadequate quantity and quality of indoor sprung floor court space (some are non-compliant for netball)
- Lack of young family, youth, retiree and disabled friendly spaces and places
- All tide access, affecting some water-based recreation and sports at Pohe Island
- Fragmented and in some cases limited shore facilities and amenities for water-based active recreation and sport
- Disconnected, congested track network with limited variety and quality

- Lack of areas for recreational horse riding – bridle pathways
- Limited off-lead dog exercise spaces

Other

Jubilee Park is no longer used for rugby league. Christian Renewal School has access to the park but it is underused. It is a single field on a small and constrained site with limited utility.

3.2 Strategic Approach (Hub and Spoke)

An approach used nationally, and by other regions and districts in New Zealand, is to consider facility needs for active recreation and sport at the different levels of participation from community/club through to international level. Generally, the more competitive the participation, the more specialised the facility. So an International/National space or facility will usually be more exclusive and targeted in its use compared to a local facility or space used for a range of different activities.

It is important to recognise that levels within the hierarchy are not exclusive and a single facility or space can meet the needs of different levels, for example a regional facility or space will also likely meet district and local needs. Where possible a hub and spoke approach should be applied within the network of facilities.

Figure 5: Hub and Spoke Approach

	Facility Hierarchy	Role	Facility Type
Hub	International / National Regional District	Competition and events Local participation	More exclusive use Compliance with appropriate National / Regional code specifications
Spoke	District (potential) Local	Local Participation	More multi-use Flexibility of specifications Focus on activation

While there are challenges to facility provision, it is clear that a partnership approach is required to reduce duplication in provision and encourage consolidation to fewer shared facilities, enabling higher use and occupancy. These measures will generate economies in scale to aid long-term sustainability.

Figure 6: Existing Hubs

District / Regional	Local
<ul style="list-style-type: none"> ▪ Barge Park (Equestrian) ▪ Cobham Oval (Cricket) ▪ Kensington Park (Hockey, Netball, Athletics, Gymnastics, Junior Football, Rugby, Basketball, Volleyball, High Performance Training) ▪ Pohe Island (Rugby, Football, Rowing, Sailing, , Rally Driving, Skatesports, dog exercise areas, BMX) ▪ Tikipunga Park (Football, Rugby, Cricket) ▪ Semenoff Stadium (Rugby, Football, League) 	<ul style="list-style-type: none"> ▪ Hikurangi ▪ Kamo Park ▪ Mangakahia ▪ Maungakarema ▪ Ngunguru ▪ Oakura ▪ Onerahi ▪ Otaika ▪ Otangarei ▪ Parua Bay ▪ Ruakaka ▪ Waipu

Potential New Hub Developments

Figure 7: Potential Developments of New Hubs.

Activity/ Location	Description
Sport shooting	A hub for shooting sports was a recommendation in the 2003 Whangarei Sport Facilities Plan and several potential solutions have been proposed since 2003. However, a solution has not been found and frustration in the sport shooting community is high. This still appears to be a valid need. An independent feasibility study is required, Council has a role in assisting with the provision of land at a suitable location. It is likely that support of Northland Regional Council will be needed.
Lawn bowls	A bowls hub (including a covered or indoor green, outdoor greens and pavilion) and possibly with other partners
Marine Hubs	Two Marine Hubs and improved facilities at Riverside Drive provide for with 3 different water conditions including: <ul style="list-style-type: none"> ▪ Flat sheltered water at Pohe Island-Hatea River (primarily for waka ama, rowing, kayaking, SUP, sailing and boating), ▪ More reliable wind and closer access to sea at Parua Bay (sailing/boating and waka ama) ▪ Deeper water at Riverside Drive (sailing/ waka ama)
Rugby League – Otaika Sports Ground Off lead dog exercise area & dog clubs	Otaika Sports Ground is an emerging District level hub park. It is a large park with quality fields and has a development plan in place. It will be home of Rugby League in the district. Currently some football and touch occurs at the Park. There is an off-lead dog exercise area and the Northland Canine Club is based at the Park. It has potential to become a major hub for touch alongside rugby league with a shared amenity and clubrooms facility. There is the potential for Jubilee Park to be sold or leased to reinvest in Otaika Sports Park as the home of Rugby League.
Football - Tikipunga	Tikipunga has good district hub potential for football. Some use of hub by other codes with single integrated and shared clubrooms, access to High School fields, courts, and swimming pool. Consideration should be given to all users of the hub to integrate or possibly relocate rugby to another site as part of rugby consolidation. Look at bringing Te Ora Hou and Tikipunga football together to see if there is an opportunity for working together.
Pohe Island Sports Precinct	A very large park (56 ha) with 3 co-located developments at varying stages of development for marine, rugby and bike activities. BMX have already established an international level racing track but with very limited amenities. Bike Northland plan for a major bike park including the former recycling centre building. Northland Rugby Union is developing offices, fitness gym and clubrooms facility that will be available to other user groups on Pohe Island for meetings and functions. The Masterplan is nearing completion and incorporates the Rugby, Marine flat-water hub and bike hub in an integrated development.
Hihiaua	Hihiaua Cultural Centre will be a contemporary Maori precinct in Whangarei on the Hihiaua Peninsula at the Town Basin. Hihiaua Cultural Centre will provide a much needed training and competition facility for kapa haka and mau rakau as well as a shelter for waka. The centre is a natural hub for three activities within the scope of the Strategy and will also be used for the Maori charter school Te Kapehu Whetu. Stage one of the development is complete and included the

	renovation of the boatshed (whare toi) to include a workshop, learning and viewing spaces, and a specialist laboratory for marine and environmental research. It also includes a launching gantry and shelter for waka. The process to obtain regulatory consents for further stages of the development are underway.
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3.3 Planning Principles

In considering future facilities to meet sporting and active recreation needs it is essential that we learn from the past and ensure that future facilities are developed in a robust and planned way. Sport NZ's National Sport Facilities Framework identifies a set of planning principles to improve future decision making when investing in facilities. The planning principles in the Strategy are tailored to acknowledge the Whangarei District situation. They are:

- Meeting an identified need and fit for purpose to meet the need:
- Sustainability – the whole of life costs have been considered
- Partnering / Collaboration / Co-ordination
- Co-location and Integration
- Future proofing – adaptability
- Accessibility
- Reflecting the community
- Activation
- Socialisation

A key overarching finding has been the need and opportunities that exists for Local, Regional and Central Government agencies and active recreation and sport sector stakeholders to collaborate more to achieve what are clearly shared outcomes for the improved health and well-being of all communities in Whangarei District.

Agencies key to success in this collaboration are Council, Sport Northland, Northland Regional Council, Ministry of Education (and Schools BoTs), Northland District Health Board, Ministry of Social Development, Ministry of Justice, and the hapū and marae of Whangarei District.

4 Recommendations

The Strategy recommendations have been developed by applying the planning principles to the identified issue or opportunity to meet the goals of the Strategy. When considering each recommendation, it is suggested that the background on specific issues and the rationale behind each recommendation should be reviewed in the accompanying more detailed *Whangarei Active Recreation and Sport Strategy Information Report*.

The recommendations address:

- Only active recreation and sport activities assessed as having significant facility issues at this time
- The need for additional capacity primarily driven by population growth in the District and in growth nodes such as Ruakaka
- Renewal and consolidation/rationalisation within the existing facility District network, particularly for those active recreation and sport activities that have experienced declines in membership compared to higher historical levels when these facilities were developed
- Collaboration between organisations: This includes active recreation and sport organisations, iwi and hapu and key agencies such as Council, Sport Northland, or the Ministry of Education. Collaboration amongst organisations is vital to achieve the

recommendations. This is particularly true for determining the 'how', the 'when' and the detailed processes for specific projects.

Recommendations are directed at improving the 'fit' between existing supply and current and foreseeable active recreation and sport demand for facilities. Council's role in delivering the recommendations will focus in one or more of the following areas:

Figure 8 Forms of Support from Council

Type of support	Detail
Financial	This may be in the form of grants or loans. Typically this may be seed funding.
Advocacy	Council provides a letter of support which may help achieve funding from external funders.
Technical	Council supports with the technical aspects of a project eg planning or engineering.
Landowner	Council provides the land for a project.
Procedural Guidance	Council provides guidance to help community groups navigate the project planning process to align with local government long term planning.

Prioritisation of projects is reflected in the time frame for completion of each recommendation:

- Short term (years 0-3, higher priority), 2021 - 2024 in Long Term Plan
- Medium term (years 4-10, moderate priority), 2024 – 2027 in Long Term Plan
- Long term (years 10+, lower priority) and on-going, 2027 – 2030 in Long Term Plan

These timeframes are indicative as priorities will change to adapt to new circumstances and enable workload management of key personnel, particularly where they are dependent on significant effort by volunteers to implement the recommendation.

The tables below list the recommendations by timeframe:

- Relevant to the 'Entire District' usually requiring lead or support from Council and/or Sport Northland
- Relevant to specific facility projects likely requiring leadership or support from both Council and Sport Northland
- Specific to sports code network
- Specific to potential hub and spoke approaches

Note – The numbering of the recommendations do not indicate priority.

4.1 District-Wide Recommendations.

Entire District Recommendations	Lead	Timeframe
1. That the Council adopts the Strategy and uses it to guide facility provision, including the facility hierarchy, planning principles and prioritisation criteria	Council	Short

Entire District Recommendations	Lead	Timeframe
2. That Council develops the weighting assigned to each of the prioritisation criteria that guide decision making. The criteria and the relative weighting will be publicly available.	Council	Short
3. That additional resources are provided by Council to support Sport Northland in establishing a full-time District Facility Navigator role . The District Facility Navigator will support the development of the prioritised hub initiatives and sport specific facility plans. The role should act as an 'activation agent' to help drive the development of the priority projects and encourage the adoption of best practice and networking between users, codes, clubs. The role will involve stakeholder engagement, project management of needs assessments, feasibility studies, and business case development	Council & Sport Northland	Short & ongoing
4. Develop a consistent approach and use agreement for use between community active recreation and sport organisations and schools to maximise the community use of school facilities, particularly indoor courts. Consideration should be given to investment into school facilities where significant additional long-term community access can be secured through a partnership agreement.	Sport Northland	Short
5. Establish a mechanism to monitor the implementation of the Strategy. This includes collating all of the baseline information needed to measure change.	Council	Short
6. That the Council develops a proactive land acquisition, land protection and land banking Strategy for the future development of active recreation and sport parks, baseline provision, open space and hubs in population growth areas of the District. This is essential to ensure opportunities are not lost to create new hub parks as part of network planning.	Council	Short
7. Develop and maintain a database of community contacts for active recreation and sport to support effective community engagement. The database should be updated annually with groups being incentivised to provide up to date contact information	Council	Short & ongoing
8. Adopt a base level of service for active recreation provision that is to be provided in each identified community in the District. This could either be on Council owned land, MoE school property or marae-based with appropriate community access provided through a long-term formal partnering agreement.	Council	Short
9. That the Council incorporate climate change risk and adaptation assessment of new works on existing facilities and any new facilities.	Council	Short & ongoing
10.		
11.		

Entire District Recommendations	Lead	Timeframe
12. That the Council develop and adopt a universal design policy for active recreation and sporting facilities that considers developing Universal Access and Design Audits for key facilities. The implementation of the universal design policy will take place upon renewal of existing facilities or the development of new projects.	Council	Short
13. That the Council develop and adopt a policy for mobility parking near Council owned active recreation and sport facilities to be free..	Council	Short
14. . That those coastal facilities that support casual water-based active recreation and sport participation are reviewed, and upgraded at identified strategic locations, potentially with joint funding from other parties. Strategic locations include: Matapouri, Ruakaka, Riverside Drive, One Tree Point.	Council	Short
15. That the Council increase the amount of funding available for active recreation and sport facilities through the contestable partnership fund.	Council	Short
16. That all recognised hub and spoke parks and reserves have a master or development plan in place and if required, a Reserve Management Plan.	Council	Medium
17.		
18. Consider a coordinated and centralised on-line booking and monitoring system to aid with making facilities more accessible, particularly to new users, and to supply reliable data on occupancy and use of facilities.	Council	Medium
19. That 80% of the District population have access preferably by foot (without the need to use a car) to local active zones provision by 2030.	Council	Long

4.2 Network Planning Recommendations

These recommendations reflect the general lack of network planning by sports codes with regard to the current and future provision of facilities. Network planning needs to be undertaken to establish evidence of need before Council commits funding for specific facility projects.

Recommendations for Active Recreation and Sport Specific Networks	Lead	Timeframe
20. That a detailed district Aquatic facility plan is developed to consider the overall network and specific works to provide greater opportunity for increased warmer water facilities, learn to swim, competitive swimming, and access to Ministry of Education facilities. The district aquatic facility plan will feed into the development of the regional aquatic facility plan.	Sport Northland	Short

Recommendations for Active Recreation and Sport Specific Networks	Lead	Timeframe
21. Undertake a sports field demand study to quantify actual sports field capacity and hours demanded for competition and training on a code by code basis as the foundation of an implementation plan for sports field improvements (mostly drainage and floodlight installation) plus location of any additional artificial turf (if/ when required)	Council	Short
22. That a master plan is developed for a marine hub that supports water-based active recreation and sport at Parua Bay (sailing/ boating and waka ama)	Council	Short
23. That a detailed facility implementation plan is developed by Bowls to explore opportunities to maximise use of the existing facilities through partnerships with other activities, mergers of clubs and consolidation/ rationalisation of facilities and establishment of a District Bowls Hub with a covered or indoor green.	Bowls	Short
24. That a detailed facility implementation plan is developed by Golf to explore opportunities to maximise use of the existing facilities including through partnerships with other activities, mergers of clubs and rationalisation of facilities.	Golf	Short
25. That a detailed facility plan is developed by Squash to consider the overall network and specific works proposed by clubs	Squash	Short
26. That the master plan for Pohe Island marine activities is implemented.	Council	Medium
<p>27. That the Council develop the following facility plans to inform the next review of the Whangarei District Council Walking & Cycling Strategy in 2023:</p> <ul style="list-style-type: none"> • a bike track and trail specific facility plan. This plan will consider improvements required at existing sites and opportunities to increase the available network of tracks and trails for active recreation and sport; and • a walking network plan. This plan will identify strategic locations for provision of local walking for exercise, including dog walking opportunities in the rural areas of the District. <p>There will be provision for all walking abilities on some parts of the network but not all.</p>	Council via the Walking & Cycling Reference Group	Medium
<p>28. That the Council develop a detailed courts plan for indoor and outdoor courts. The intent of the plan is to consolidate/ rationalise supply of courts and to maximise the use of retained courts in the future. The courts plan should consider:</p> <ul style="list-style-type: none"> • The overall network for courts including tennis, netball, hockey, basketball, roller derby and futsal provided by Council, clubs, schools and other providers; • The future casual 24/7 public court provision 	Council	Medium

Recommendations for Active Recreation and Sport Specific Networks	Lead	Timeframe
<ul style="list-style-type: none"> Key locations such as the Tennis Hub (Thomas Neale Family Memorial Tennis Centre) and the Netball competition hub complex at Kensington Park; and <p>The plan will need to address:</p> <ul style="list-style-type: none"> Workable shared use arrangements between codes, clubs, schools and other users of outdoor courts (including hockey, basketball and futsal); Improvement, where needed, in quality of any shared use surfaces On-going sustainability of the Thomas Neale Family Memorial Tennis Centre as a standalone and single purpose facility. <p>The plan could identify opportunities for Council to partner with schools by providing financial support to cover their outdoor multi-use courts and develop new indoor courts. Identified opportunities must be supported by evidence of community need and securing long-term community access through a lease or license to occupy from the school and MOE.</p>		
<ul style="list-style-type: none"> 		
29. That a bridle path network plan is developed to identify strategic locations for provision of recreational riding opportunities in the rural areas of the District.	Council	Medium
30. That the Council: <ul style="list-style-type: none"> develop a playground plan identifying strategic locations for provision of local play and informal active recreation and sport opportunities in the District; work with local communities in the strategic locations to determine the needs of that community. This will give the community the opportunity to inform the development of local active zones. 	Council	Medium
31. That a facility implementation plan by Shooting Sports is developed to explore opportunities to develop a hub and spoke network of facilities across the District	Northland Shooting Sports	Medium

4.3 Code Specific Recommendations

These recommendations reflect code specific requirements with regard to current and future provision of facilities. This needs to be undertaken to establish evidence of need before Council should commit to allocate funding for specific facility projects.

A proactive approach is required to ensure that code specific requirements are developed, where possible, as integral elements to complement the development of hub and spoke facilities.

32. Netball: That the Council support the planned upgrades proposed by Whangarei Netball Centre including:	Council	Short
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<ul style="list-style-type: none"> • Sheltered space • Floodlighting • Pavillion upgrades. <p>This recommendation works alongside Recommendation 27 to develop a Courts Plan.</p>		
33. Croquet and Lawn Bowls Where possible codes should share facilities with adjacent clubs, e.g. central Whangarei and, Waipu.	Council	Short
34. Football. That subject to the sports field demand study findings and the findings of an independent needs analysis and feasibility study, support be given to Tikipunga Park becoming the 'home of football' incorporating an artificial turf field and access to a minimum of two grass fields to complement other provision in Northern Football region.	Council	Short
35. Gymsports. That a facility implementation plan by Gymsports is developed to explore opportunities to develop a hub and spoke network of facilities across the District.	Gymsports	Medium
36. Equestrian. That: <ul style="list-style-type: none"> • The Council support provision of improved equestrian facilities at Barge Showgrounds; and • A management plan is developed for Barge Showgrounds and an implementation plan is developed to explore opportunities to increase the main arena and the number / quality of pens / horse yards. 	Council & Equestrian	Medium
37. Inclusion of key local mountain bike track networks on Council land in the Council's assets register and develop cost sharing arrangements with the mountain bike clubs for their upkeep.	Council	Short

4.4 Hub and Spoke Recommendations

A strong national trend is to co-locate and integrate provision of key facilities. Critical benefits from this approach are:

- Establishing economies of scale through sharing spaces and services
- Providing attractive and energised destinations that are a one-stop-shop for participants, particularly families.

The District needs to work strategically to ensure it has sufficient large sized parks which can operate as hubs or spokes. A long-term planning approach (30-50 years) needs to be taken to acquire and hold sufficient land in large enough parcels to create hub and spoke parks when demand from population growth occurs. The strategic land acquisition for a 'new Kensington' is identified for purchase beyond the current Long Term Plan of Council to cope with population growth.

Well planned land allocation and use are critical at any hub or spoke.. A comprehensive master plan outlining the development pathway for each of these hub or spokes is needed. This should also include protection of adjacent land holdings owned by Council to future proof

these hub/spokes. The master plans should also provide context for development and refreshing of Reserve Management Plans¹ for each hub/spokes.

Recommendations

The following are recommendations to progress the further development of hubs and spokes.

Recommendations for the Development of Hubs and Spokes	Lead	Timeframe
38. That Sport Northland and the Council: <ul style="list-style-type: none"> assist in establishing a user forum with each hub and spoke funded by Council to provide regular and structured feedback on performance of the hub and spoke and input into any proposed facility developments; and explore opportunities to increase collaboration / partnerships at an operational level between existing community sport hub and spoke facilities. 	Sport Northland & Council	Short
39. Council will work with Ruakaka Recreation Centre to develop the evidence base to meet the criteria for assessing relative priority of projects for funding from Council.	Sport Northland & Council	Short
40. Council will implement projects in the Parua Bay Interim Development Plan including the playground, youth activity zone /active zone and parking adjacent to the community zone.	Council	Short
41. Council will implement the development of the community sports fields at Parua Bay	Council & Ministry of Education	Short
42. Council will purchase the excess lawn bowling green from Hikurangi Bowling Club for the purposes of recreation use in Hikurangi .	Sport Northland & Council	Short
43. That the Council and Sport Northland support Otangarei to develop a multi-purpose sport and community facility through a multi-agency project led by Council in partnership with other agencies, e.g. MOH, MSD, MOE, Marae, Police, School to support the activation of the spaces.	Sport Northland & Council	Short
44. That the Council supports the implementation of the William Fraser Memorial Park on Pohe Island Master Plan for the development of the 'home' of rugby union and the bike park.	Council	Short
45. That the Council supports the provision of outdoor and covered space for mau rakau, kapa haka and waka .	Council	Short

¹ As prescribed and mandated under the Reserves Act 1977

Recommendations for the Development of Hubs and Spokes	Lead	Timeframe
46. That in Waipu : <ul style="list-style-type: none"> • Sport Northland and Council support Waipu sports clubs in optimising existing facilities before any additional capacity is considered; and • The Council consider undertaking the maintenance of the sports grounds. 	Sport Northland & Council	Medium
47. That the Council to review its funding policy and level of support grants provided to existing hubs and spokes	Council	Medium
48. That existing hubs and spoke to have asset management plans in place and shared with Council to ensure programmed maintenance and renewals are planned and funding requirements identified	Hubs Council	Medium
49. Sport Northland and the Council support: <ul style="list-style-type: none"> • The implementation of the Otaika Sports Ground development plan; and • the sale or lease of the former league ground Jubilee Sports field with the proceeds being used for the development of the 'home' of rugby league at Otaika Sports Ground. 	Sport Northland & Council	Medium

5 Glossary

Accessibility	Approaches to design that make it easier for everyone to use, including people with disabilities.
Active Zone	Community based areas for being active. These will include toilets, seating, shade. Each active zone will be designed in partnership with the community to meet their needs.
Base level provision	The facilities Council provides in Active Zones. These facilities will include toilets, drinking water, shade and seating.
Universal design	The design and composition of an environment so that it can be accessed, understood and used to the greatest extent possible by all people regardless of their age, size, ability or disability.

6 Appendices

6.1 Monitoring and Evaluation

Council will review progress toward achieving the recommendations and the three goals of the Strategy on an annual and three yearly basis. The Sport New Zealand Insights Tool and our early engagement with our community is captured within the report '*Summary of Key Findings Paper*' prepared by Global Leisure Group, 2018. The report provides information from which we can mark our starting point and measure progress.

6.1.1 Insights Tool

The Insights Tool is informed by three aspects: data and information, local knowledge and the voice of the participant. The Insights Tool brings multiple sources of data together to better understand our participants, help us track progress and to plan for future demand. The information building the Insights Tool is developed on an on-going basis and Council can access new information in real-time.

Below are some components that the Insights Tool provides information on:

Activity Behaviours This uses modelled participation data to show preferences and interest in different sports across area units. The modelled participation data uses regional Active NZ data, last 7 days participation rates and projects participation in different sports to specific area units based on the demographic profile on the area. This then gives an indication of interest and preference in sports of the area unit, based on its demographic profile.

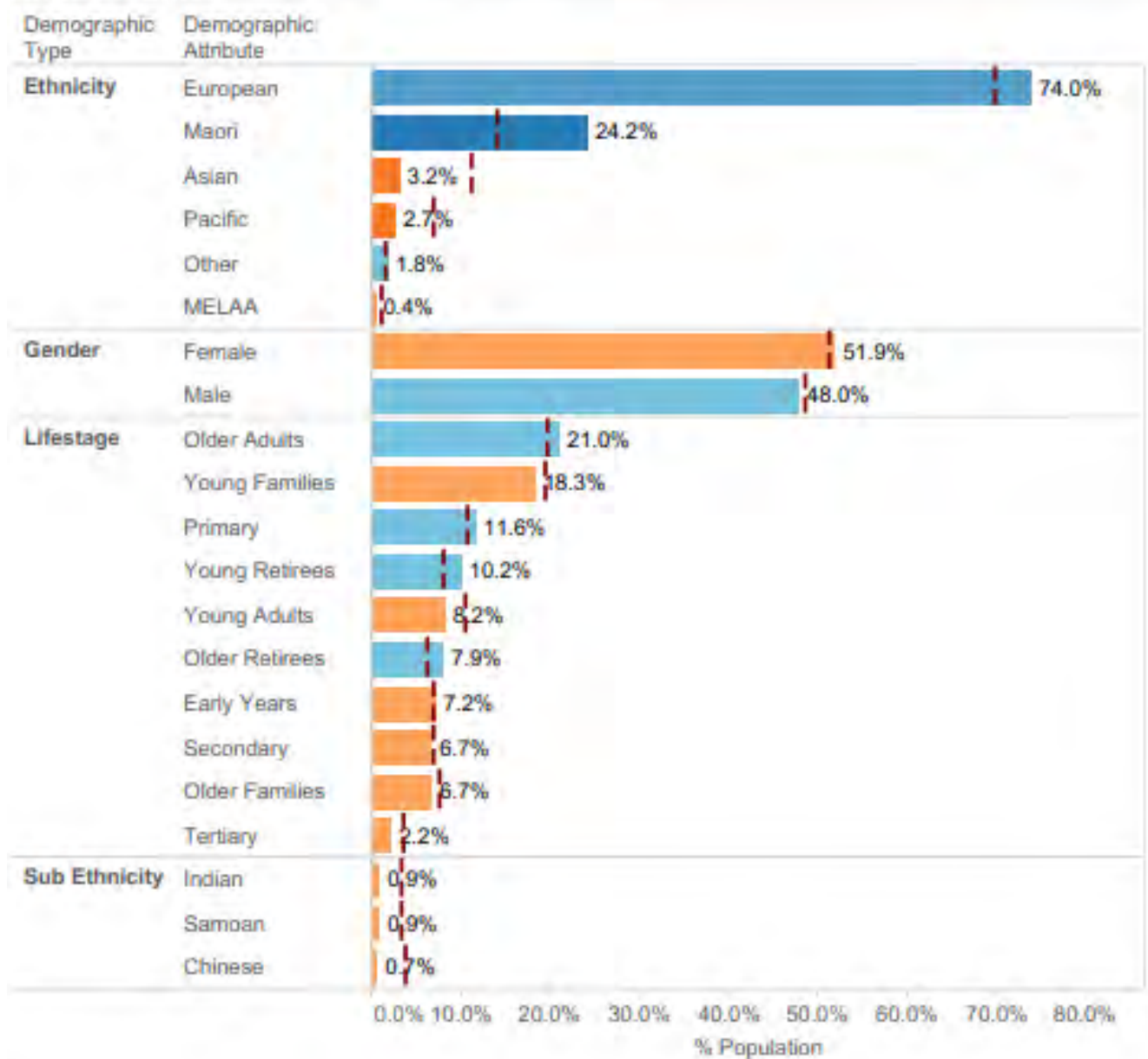
Activity Trends The uses data sourced from the Nielsen Consumer and Media Insights report for regional councils. This data represents survey responses on sport participation and interest in sport for the past 6-12 months. Due to the different data source, and slightly different measure than what is used in the 'Activity Behaviours' tab, participation results across these two tabs may vary slightly.

Deprivation Index The deprivation index is an index of socioeconomic deprivation. It combines census data relating to income, home ownership, employment, qualifications, family structure, housing, access to transport and communications to provide a deprivation score for each meshblock in New Zealand. Scores are grouped into deciles, where 1 represents the least deprived areas and 10 the most deprived areas. A value of 10 therefore indicates that a meshblock is in the most deprived 10% of areas in New Zealand. Overall Whangarei district has a deprivation index of 7.

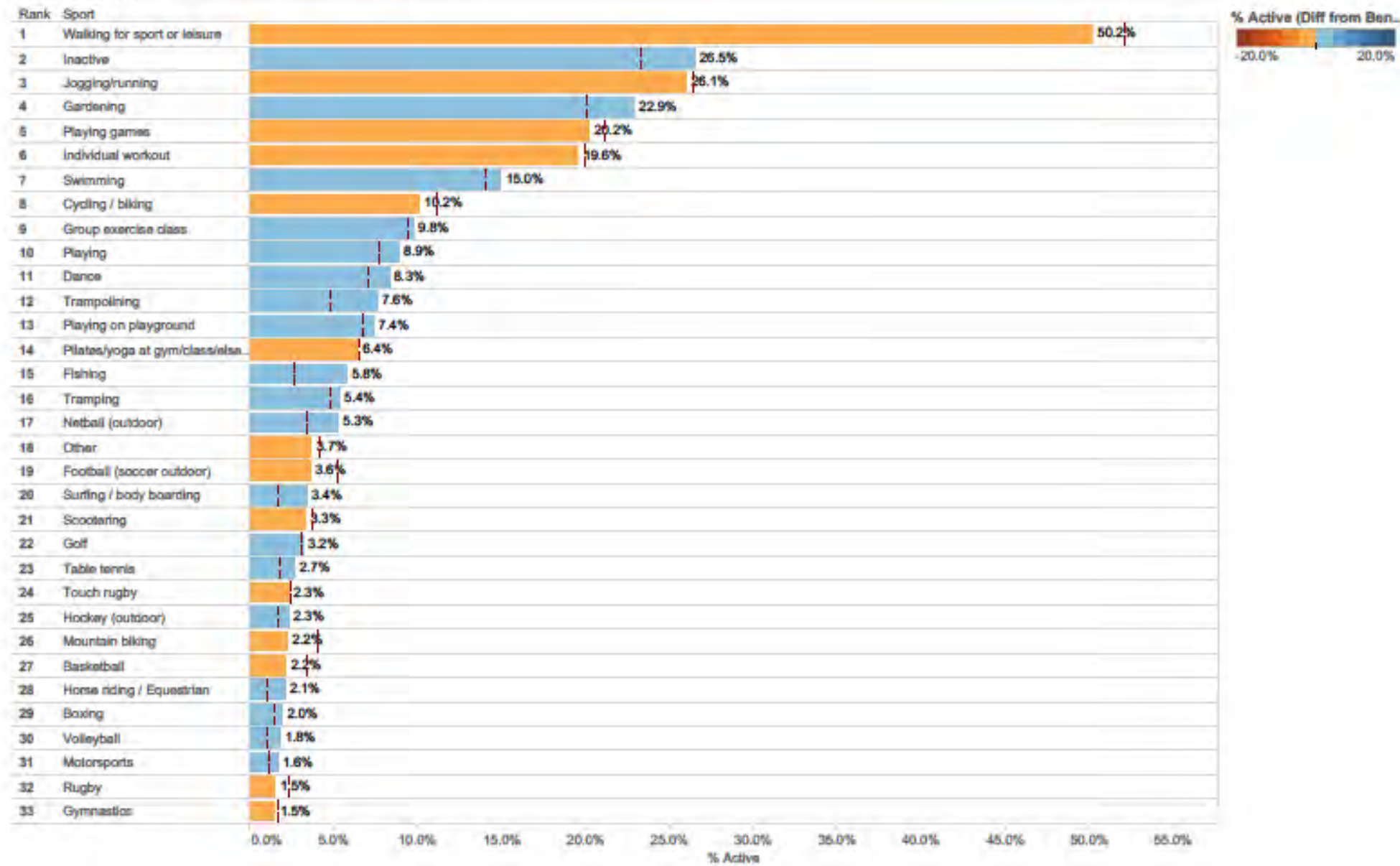
6.2 Here are some of the benchmarks of our current situation:

The Insights Tool and community and sector input into the development of the Strategy tells us the following baseline information:

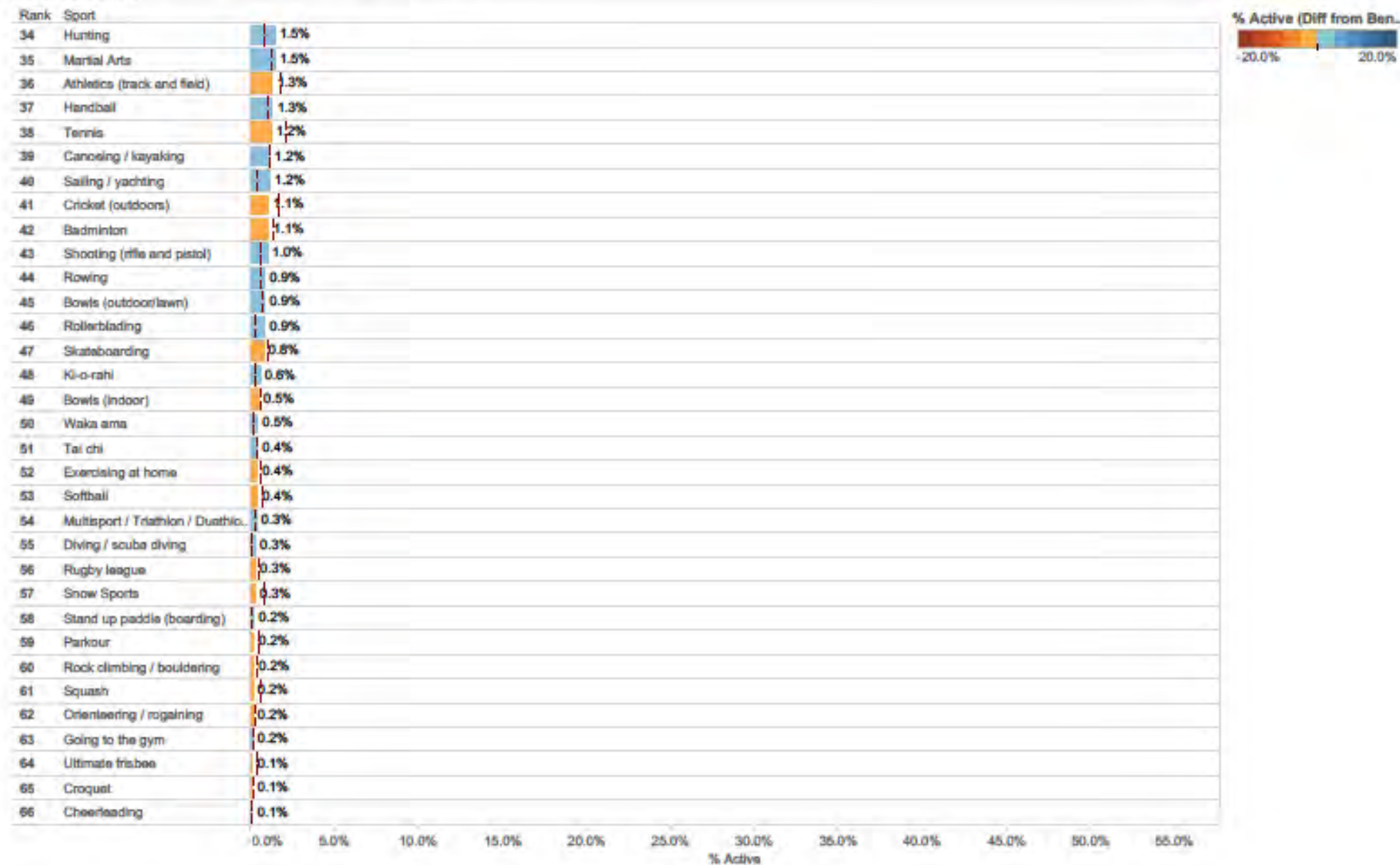
Demographic Profile for Whangarei District All Area Units



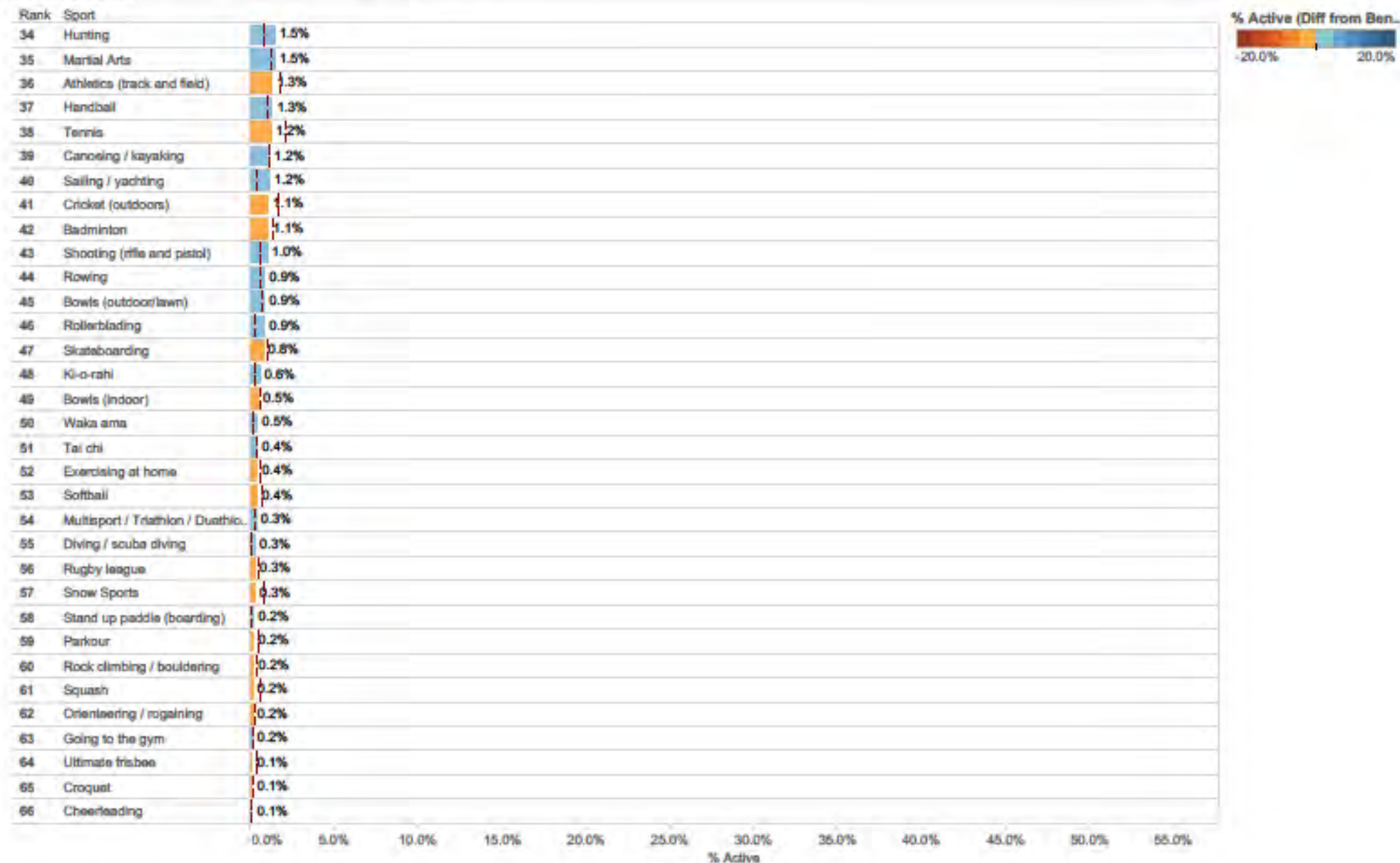
Expected Participation Rates for Whangarei District All Area Units



Expected Participation Rates for Whangarei District All Area Units



Expected Participation Rates for Whangarei District All Area Units



6.3 How will the success of the strategy be measured?

The following baseline information will be used from the **Insights Tool** to help gauge progress toward the three goals of the Strategy: the demographic and socio-economic situation of our community, the rate of activity and inactivity in our community and the preferences for those who are active.

Our **Residents Survey** will show increasingly positive views of our active recreation and sport places and spaces.

Targeted user group surveys will show increasingly positive views of our active recreation and sport places and spaces and a reduction in the challenges and supply issues facing participants.

Events Reports will show increases in the number of events and the number of people attending events.

Final Draft

6.4 Criteria for Assessing Relative Priority of Projects for WDC Funding

To assist with identifying the future priorities and help in project development, facility and space planning criteria have been developed at three levels.

Level 1 Essential Criteria. Projects should meet criteria to a high degree.

Level 2 High Priority Criteria. While not essential to meet all of these criteria, projects should demonstrate clearly how they address the criteria to some degree.

Level 3 Desirable Criteria. Important criteria which should be considered but are not identified as key drivers for facility or space development

Council will determine the weighting assigned to each of the prioritisation criteria.

Participation levels:	The degree of positive impact on participant numbers now and reliably projected into the foreseeable future if the project is actioned.
Supply vs Demand:	The degree to which current demand/needs exceeds current facility or space provision.
Capability:	The degree to which the partner organisation(s) involved have the capability to deliver, sustain and manage the facility or space.
Evidence Base:	The degree to which the proposed development is supported by reliable and verifiable research and consultation.
Gap in Provision:	The degree to which the needs identified, and the proposed development can only be met through additional facility/space provision (i.e. additional facility/space provision is the only option).
Strategic Planning:	The degree to which the proposed development aligns with, and supports, the implementation of National and/or Region wide planning processes, where these exist (e.g. Northland Regional Council, Whangarei District Council strategic priorities and community outcomes, National Sport Organisations, Ministry of Education, Department of Conservation, other providers and funders processes and plans.)
Activation:	The degree to which consideration and subsequent plans are in place for how the facility or space will be activated.

Level 2 – High Priority Criteria

Industry Best Practice:	The degree to which the proposed development reflects industry best practice including but not limited to multi-use, multi-code, partnership/collaboration, hubbing, cross sector, all-weather.
Flexibility:	The degree to which the proposed development can adapt physically and operationally to reflect changing demands and trends.
Impact on other facilities:	The degree to which the proposed development's use positively impacts and complements (rather than competes with) existing facilities, spaces or sports and active recreation hubs.
Sustainability:	The degree to which capital and operational costs can be met by considering the whole of life costs.
Social Interaction:	The degree to which consideration and subsequent plans are in place for how the facility or space will foster social interaction.
Events:	The degree to which the proposed development enhances the region's ability to host major events, consistent with relevant events policies and strategies.

Level 3 – Desirable Criteria

Reflective of the local community:	The degree to which consideration and subsequent plans are in place to ensure the facility or space (visually and operationally) will reflect the character of the local community, district and/or region that surrounds it.
Pathways:	The degree to which the proposed development enhances the sporting and active recreation pathways in the region as a both an incubator of talent and, where appropriate, a centre of excellence.

6.5 Northland Sports Facility Development - Good Practice Process

6.5.1 Introduction

This brief document is a guide to the good practice steps that should at least be considered when beginning the process of facility development/re-development. It is not necessarily considered a complete process but is based on Sport Northland's past experience in successful facility development.

6.5.2 Planning Steps to Consider

1. Group Formation and Project Brief

A sports facility development usually begins when a core group of people come together to address a sports facility need that has been identified in the community. This group is usually ad-hoc at this stage, although in some cases an entity may have already been formed.

It is recommended that a project brief be developed which summarises what the group is trying to achieve – this project brief will form the basis of more detailed work to come, and of course will likely change somewhat over time.

2. Formal Identification of Need

To be considered for funding, it is very likely that the project should have been identified in a formal way through Council LTPs or one of the many facility studies/plans that have been completed over recent years in Northland – examples of these studies include, but are not limited to, the following:

- Northland Sports Facilities Plan 2014
- Dargaville Sport and Recreation Infrastructure Study 2012
- Kaikohe Sports Facilities Plan 2014
- National Sports Facilities Plans (usually of individual sports codes)

3. Entity Formation

It is around this time that the initial group may want to think about forming an entity to drive the project forward, if one is not already apparent. Formation of an Incorporated Society or a Charitable Trust is desirable, but it must be remembered that many funding agencies require the organisation to have been operating for 12 months prior to submitting a funding application.

If a suitable entity already exists, then a sub-committee with the explicit purpose of developing the facility should be considered.

4. Establishing a Project Timeline

Often over-looked in the early stages, this is important to complete, especially so that the application deadlines of the major funding organisations can be identified, and work required prior to submitting applications can be completed in time. It should be reviewed at regular intervals, as it will change depending on the time taken for each step of the process (which will never go to your original plan).

5. Stakeholder Engagement/Consultation

If the project looks like it will gain traction, it is important that this step is started as early as possible so that momentum is gained. All proposed facility developments will have stakeholders of some kind, so they need to be identified and consultation/engagement should begin.

6. Funding Sources/Base Funding

Likely funding sources should also be identified as early as possible. If a base source of funding is not looking like a possibility, the project will likely not succeed. A base source of funding would usually be the local Council and any contributions from stakeholders. Discussions with the local Council need to occur as early as possible, as often the process of having this base funding can take months and often years – submissions to LTPs or Annual Plans will need to be made for the proposed development to have funding confirmed.

Funding for a feasibility study and then initial design/geotechnical/surveying work also needs to be considered at this point, as does any funding that might be accessible to appoint a paid person to undertake the bulk of the administrative work.

Major funding agencies should be approached so that they are aware of your project and to determine if the project fits their fund criteria.

7. Feasibility Study

As a matter of course, all major funding agencies now require a feasibility study to be completed for significant sports facility developments. This study will identify the need, establish a likely design and cost and identify what funding sources might be available to cover this cost. Crucially, it will also detail if the facility will be able to operate viably once constructed. Ideally this study should be completed by an independent organisation or individual and should also be peer reviewed in some form if possible.

8. Initial Design/Geotechnical/Surveying Work

Upon the successful completion of the feasibility study, funding will also be needed to undertake this initial design work that is now a requirement of most funding applications.

Groups should consider appointing a Project Manager to co-ordinate this work, which although it may cost a little more, will produce a better result. Consideration of the PM's involvement during the detailed design/construction phase should also be considered at this stage, as having this expertise involved almost always leads to savings in the overall cost.

9. Funding Applications

These need to be started early to be able to submit on time. Experience in submitting applications of this nature is desirable, and if it is not available to the group driving the project, should be sought out from other people and organisations.

This phase may take many, many months (if not years) as often there is an Expression of Interest stage prior being given the go ahead to submit a full application. Once submitted, there is then often a long wait for the funding agency to consider and make a decision on the application (although these times are usually published and can normally be relied on).

It is also normal to need to wait until one funding application decision is made before applying to the next one (to be able to have the required amount of funding confirmed prior to applying).

10. Funding Confirmed

Most projects will be considered fully funded once Foundation North, Lotteries and/or NRC Regional Rate money has been confirmed. Projects will be scored a 10 if all funding apart from the NRC funding has been confirmed

Detailed Design and Construction

This is another process again but would normally be led by either the architect or the project manager (if there is one).

6.6 Hub Development Process

A Hub Development Guide will be launched by Sport NZ in 2019. The guide will outline the key concepts and steps to be considered for the development of a successful Sport and Recreation Hub. It is intended as a support for those who are the leaders and decision makers in sport, recreation and community clubs who are looking to work together.

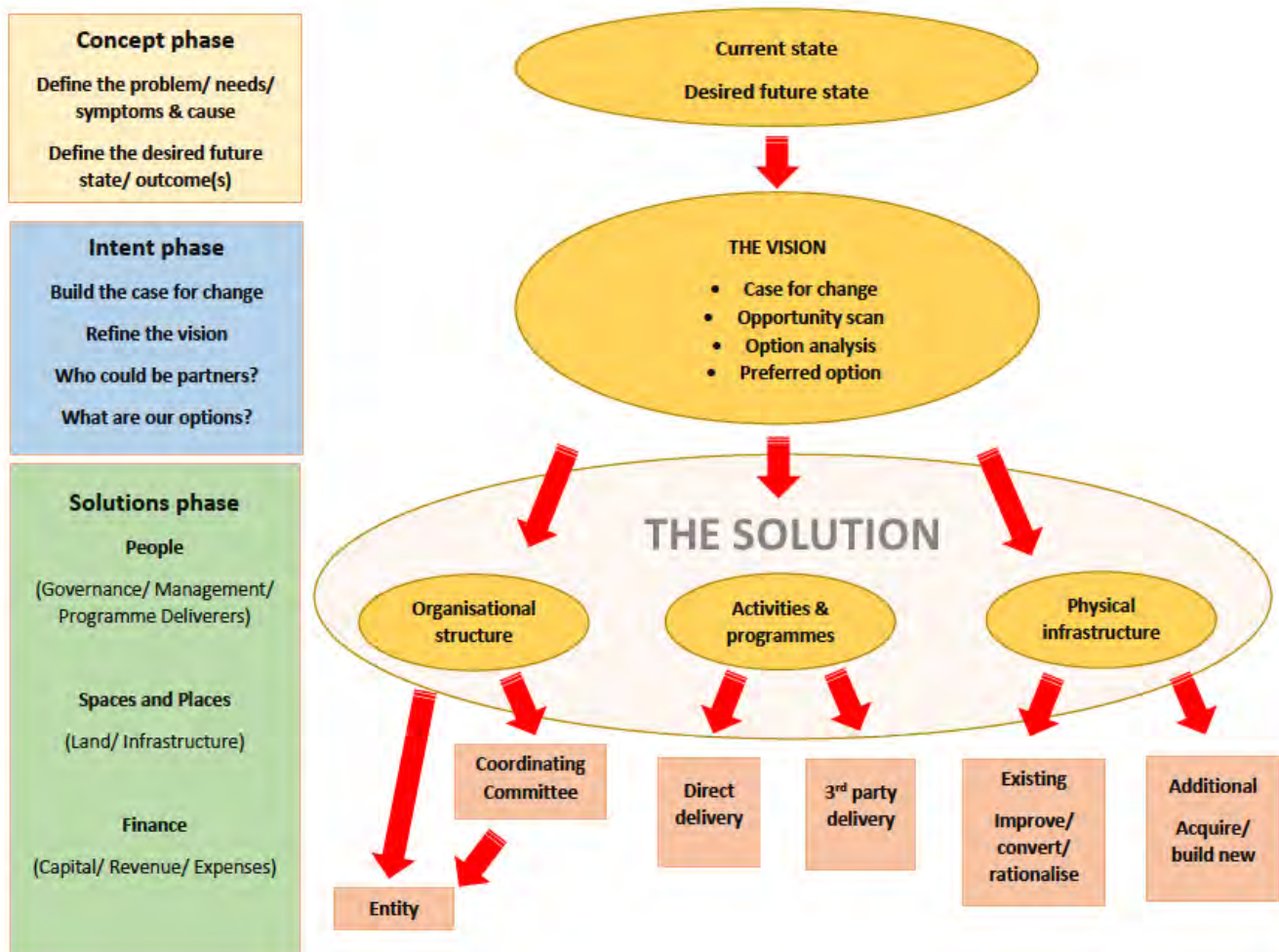
A Sport & Recreation Hub is defined as:

“A partnership where organisations’ co-locate or share facilities and/or services strategically, sometimes via an independently governed group, for a defined geographical area to provide sustainable, quality sport and recreation experiences”

There are many reasons why organisations decide to work together. Some of these are societal, others economic; and some are due to changes in the way people of all ages participate. Included among the reasons for change are: the opportunity to increase participation; the power of a collective voice; the potential for cost sharing and increased sustainability; and, improved knowledge within the group.

To achieve positive outcomes, it is necessary to widen thinking about ownership, where revenue will be generated in the future, and about how to build for affordability. This wider scope is reflected in the diagram below, along with the three main development streams of organisation, activation and spaces.

Figure 4: Hub Development Process



6.2 Whangarei Harbour Marina Management Trust – variation to lease

Meeting: Council
Date of meeting: 27 February 2020
Reporting officer: Sue Hodge (Manager Parks & Recreation)

1 Purpose

To consider a request to extend the Whangarei Harbour Marina Management Trust's lease in the Town Basin and Kissing Point to enable them to sell 30-year berth licenses to gain capital for the new marina build at Okara.

2 Recommendations

That Council;

1. approves in principle the variation of the Whangarei Harbour Marina Management Trust lease for maritime buildings and boating facilities at the Town Basin and Kissing Point on the following terms:
 - a) the lease to be extended for a further 16 years, extending the expiry date for the lease from 30 June 2034 to 30 June 2050;
 - b) adding additional rights of renewal and rent reviews on 1 July 2034, 1 July 2039, 1 July 2044 and 1 July 2045; and
 - c) the extension being conditional on the Trust obtaining an extension of the resource consent for marina operations to align with the new expiry date.
2. Delegates to the Chief Executive the authority to execute the lease extension upon confirmation of these terms.

3 Background

The Whangarei Harbour Marina Management Trust (the Trust) lease from Council various buildings and maritime facilities such as berths, piles, jetties at the Town Basin and Kissing Point. The details are set out in the attached Deed of Lease (LS04805).

The current lease commenced in July 2014 with a 5-year term with rights of renewal in 2019, 2024 and 2029. The Trust has executed its first right of renewal and rent review in 2019. The final expiry date for the lease is 2034.

The Trust has asked for a variation to this lease to extend the final expiry date of the lease from 30 June 2034 to 30 June 2050, an additional 16 years, to enable the Trust to sell 30-year berth licences at the Town Basin marina. The Trust proposes to leverage off this future income with funders such as Foundation North to get enough capital to develop the Okara marina.

The Trust operates under resource consent granted by Northland Regional Council which expires in 2031. To align this lease extension with the resource consent any lease extension would need to be conditional on the Trust obtaining an extension of that resource consent.

4 Discussion

The Trust has developed and managed significant maritime facilities at the Town Basin and Kissing Point that contribute to the economy and life style of the District. It has met all the terms and conditions of the current lease and managed the marina and the associated marine facilities in a satisfactory manner.

Council has indicated its support for the development of the Okara marina and during the 2018-2028 Long Term Plan deliberations Council resolved:

“That Council support the Whangarei Marina Trust establishing a new Okara Marina and consider making available a \$5m loan facility; subject to agreement on all terms and conditions, including security and an independent assessment of credit quality.”

Extending the lease provides an opportunity for the Trust to secure non-ratepayer funds to develop the new marina.

The current lease allows, under Clause 19, for variations to the lease by agreement of the parties.

4.1 Financial/budget considerations

There are no financial or budget considerations

4.2 Policy and planning implications

The proposed changes meet the requirements of the Whangarei District Council Leases Policy. There are no other policy or planning considerations.

4.3 Options

Council's options are:

Option one: Approve the request to extend the Deed of Lease until 2050

This option enables the Trust sell berths for up to 30 years and to leverage off this future income when applying for grant funds. Council can legally extend the lease. This option is consistent with the decision to support the Trust establishing the Okara marina and making available a \$5m loan facility during the 2018-2028 LTP deliberations.

It would be prudent to ensure any lease extension is conditional on the Northland Regional Council resource consent being extended for similar period.

Option two: Not approve the request to extend the Deed of lease until 2050.

This option enables the Trust to sell berths for 14 years and to leverage off reduced income. This option may be considered inconsistent with earlier decisions to support the Trust to establish the Okara marina and making available a \$5m loan facility.

Option One is the preferred option.

4.4 Risks

Because the current resource consent expires in 2034 there is a risk that the Trust will grant berth licences beyond the timeframe of the resource consent and if the consent is not extended this could lead to an enforcement order or abatement notice being served to stop the use of the berths. To ensure this does not happen Council will agree in principle to the lease extension subject to the resource consent being extended for a similar period.

5 Significance and engagement

The decisions or matters of this Agenda do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via Agenda publication on the website.

6 Attachments

1. Deed of Lease 1 July 2014
2. Renewal of Lease 2 November 2019 – Whangarei Harbour Marina Management Trust

WHANGAREI DISTRICT COUNCIL

("lessor")

WHANGAREI HARBOUR MARINA MANAGEMENT TRUST

("lessee")

DEED OF LEASE

PARTIES

1 WHANGAREI DISTRICT COUNCIL

("lessor")

2 WHANGAREI HARBOUR MARINA MANAGEMENT TRUST

("lessee")

The lessor leases to the lessee and the lessee takes on the lease of the Premises and the Boating Facilities described in the First Schedule for the term and from the commencement date and at the annual rental (subject to review) as set out in the First Schedule.

The lessor and the lessee covenant as set out in the Second Schedule.

Whenever words or phrases appear in this Deed and in the Second Schedule that also appear in the First Schedule, then those words or phrases shall also mean and include the details supplied after them in the First Schedule.

FIRST SCHEDULE

1.1 Premises:

- (1) That part of the lessor's Town Basin Commercial Development as is immediately adjacent to the Town Basin and being situated on the property being part Lot K of Section 3 as comprised in Certificate of Title NA24B/372 and being the interior of the building comprising 100 square metres as shown delineated in red on the plan annexed hereto marked A and the outdoor area attached thereto comprising 86.06 square metres as shown delineated in red on the same plan and described as "Marina Office" and "Marina Office with toilets and laundry facility" such building being known as the "Marina Management Office" ("the Marina Management Office").
- (2) That part of the property situated at Riverside Drive, Whangarei being part Lot 1 DP 50078 as comprises 36 square metres more or less and being the area shown delineated in red on attached plan "A" entitled "Riverside Drive laundry/bathroom Facility" on which has been constructed a laundry/bathroom facility by the lessee ("the Laundry/Bathroom").
- (3) That part of the property situated at Kissing Point, Whangarei being part Section 23 Block IX Whangarei Survey District on which is located certain dinghy racks such being the area shown delineated in red on the plan attached as plan "A" and identified as "2 x Dinghy Racks – Kissing Point" such dinghy racks being owned by the Lessee ("the Dinghy Racks").

1.2 Boating Facilities

The Boating Facilities at:

- (1.) Whangarei Town Basin comprising:

Channel Piles, Town Basin Piles, Marina Jetties, Floating Berths, Charter Boat Pontoon Jetty, Dinghy Pontoon Jetties & Jetty being located within that part of the Town Basin Whangarei being the area delineated in red on attached plan "B" entitled "Town Basin Marina Boating Facilities".

(2.) Kissing Point comprising:

Pile Moorings and Dinghy Pontoons and being located at Kissing Point, Whangarei being located within the area delineated in yellow on attached plan "C" entitled "Kissing Point Marina – Boating Facilities".

- | | | |
|-------------|--|---|
| 1.3 | Commencement Date: | 1 July 2014 |
| 1.4 | Term: | Five (5) years |
| 1.5 | Rights of Renewal: | 3 of five (5) years duration each |
| 1.6 | Renewal Dates: | 1 July 2019, 1 July 2024 and 1 July 2029 |
| 1.7 | Final Expiry Date: | 30 June 2034 |
| 1.8 | Annual Rent: | For the Marina Management Office the sum of \$35,130.00 plus GST

For the Laundry/Bathroom the sum of \$500.00 plus GST

For the site of the Dinghy Racks the sum of \$1.00 plus GST

For the Boating Facilities described in clause 1.2 the sum of \$1.00 plus GST |
| 1.9 | Default Interest Rate: | 10% per annum |
| 1.10 | Payment of rental (clause 6.2): | Equal monthly instalments of: \$2,969.33 plus GST |
| 1.11 | Rent review dates (clause 6.3): | 1 July 2019, 1 July 2024 and 1 July 2029 |
| 1.12 | Property expenses (clause 6.4): | All property expenses. |
| 1.13 | Improvements rental (clause 8.6): | 12 percent per annum. |
| 1.14 | Public risk insurance (clause 9.5): | \$1,000,000.00. |
| 1.15 | Permitted use of Premises and the Boating Facilities (clause 10.1): | Marina Management |

SECOND SCHEDULE

1 General Intent

The lessee in executing this Deed wishes to record its view that it sees this Deed being executed in the light of a relationship with the lessor which has been entered into for the mutual benefit of the residents and boating fraternity of Whangarei and that each will give and expect to receive a very high level of co-operation and support in the administration and improvement of all Facilities, in and around the Boating Facilities.

2 Definitions and interpretations

2.1 Definitions

In this deed unless the context otherwise requires:

“Broken period” means (as the case requires) the period from the commencement date until the commencement of the first full lease year and the period from the expiration of the last full lease year until the expiration date;

“Boating Facilities” means the structures detailed in clause 1.2 of this lease;

“Building” means the buildings detailed in clause 1.1 of this lease;

“Business Day” means a day other than a Saturday or a Sunday, on which commercial trading banks are open for business in Whangarei, and excludes any day during the period commencing on 24 December and expiring on 5 January in each year, and “Business Days” has a corresponding meaning.

“Commencement date” means the date specified in clause 1.3 on which the term shall commence;

“Company” means a company incorporated pursuant to the provisions of the Companies Act 1993 (or any of its predecessor legislation), a limited partnership and includes an incorporated society or body corporate;

“Expiration date” means the date on which the term shall expire such to be dependant upon whether the Lessee exercises rights of renewal;

“Goods and services tax” and “GST” means all tax from time to time payable under the Goods and Services Tax Act 1985;

“lease” means this deed of lease and includes any schedules and annexures to it;

“Lease year” means each 12 month period during the term commencing on the Commencement Date;

“lessee” means the lessee and the lessee’s executors, administrators, successors and permitted assigns;

“lessor” means the lessor and the lessor’s executors, administrators, successors and assigns, and where the context permits the servants and agents of the lessor;

“Marina and other Boating Services” means services relating to the Boating Facilities for the purpose of constructing, fitting out, mooring, sheltering or servicing boats; and includes any land or building used in conjunction therewith and, without limiting the general import of that phrase, includes:

- (1) Any slipway, launching ramp, dock, pier, marina, pier, quay, wharf, jetty, landing place, hoist, hoist-well, bridge, float, pontoon, boatshed, boat repair facilities, boatyard, breakwater, wave screen, embankment, marine service station or fuelling pier or facility, facilities for the hire, sale, or dry storage of

boats and for the sale of marine equipment and accessories, including ship's chandlery, or any other boating or aquatic structure, service, or amenity for the use and convenience of the boating public; and

- (2) Any shop, restaurant, car park, club Premises, or facility, or any other commercial or recreational amenity for the use and convenience of the general public as well as that of the boating public.

"Occupants of the building" includes all tenants, subtenants, licensees and other persons (including the lessor) from time to time entitled to occupy space in the building on a permanent or semi-permanent basis, and includes for the avoidance of any doubt the lessee;

"Persons under the control of the lessee" includes all sublessees, licensees, servants, employees, agents, contractors, customers and other invitees of the lessee;

"Premises" means the property described in clause 1.1 and includes the lessor's fixtures and fittings (if any) and all floor coverings, curtains, blinds, ceilings, light fittings, air conditioning, lifts, partitioning and other equipment provided by the lessor from time to time to service the Premises;

"Property" means the land and buildings owned by the lessor, the Premises described in clause 1.1 and the lessor's improvements, fixtures, fittings, plant, machinery and chattels in the building or relating to that property;

"Property expenses" means the amounts specified in the First Schedule.

"Whangarei Town Basin" means that part of Whangarei which is generally adjacent to the Town Basin Marina and known within Whangarei as the Whangarei Town Basin.

2.2 Interpretation

In this lease:

- (a) where obligations bind more than one person those obligations shall bind those persons jointly and severally;
- (b) the benefits and burdens shall be binding upon the parties and their respective successors and personal representatives and any permitted assigns or transferees and references to the parties shall be construed accordingly;
- (c) words importing one gender include all other genders and words importing the singular number include the plural and vice versa;
- (d) a "person" includes any individual, company, corporation, incorporated society, limited partnership, firm, partnership, joint venture, association, organisation, trust, state, or agency of state, government department or territorial authority in each case whether or not having separate legal personality;
- (e) any schedules to this lease shall have the same effect as if set out in the body of this lease;
- (f) clause headings are inserted for reference only and shall not affect the interpretation of this lease;
- (g) references to any statute refer also to any regulation, by-law, order and notice made under or pursuant to the statute and:
 - (i) references to statutes and regulations refer also to statutes and regulations amending, consolidating or re-enacting those referred to (including any enactment passed in substitution therefore); and
 - (ii) expressions defined or explained in any statute shall bear those meanings in this lease;

- (h) any covenant not to do anything also constitutes an obligation not to suffer, permit or cause that thing to be done;
- (i) references to covenants include conditions and agreements;
- (j) references to covenants include covenants expressed or implied;
- (k) to “perform” a covenant includes to keep, observe and fulfil that covenant;
- (l) a right granted or reserved may be exercised from time to time and at all times;
- (m) any reference to a “month” or “monthly” shall mean respectively calendar month and calendar monthly;

3 Covenant to lease

The lessor leases to the lessee and the lessee takes on lease from the lessor the Premises and the Boating Facilities together with the right of the lessee to use in common with the lessor and other lawful occupants of the Property all common areas upon the terms of this lease.

4 Exclusion of statutory provisions

Any covenants and powers implied in leases by virtue of the provisions of the Property Law Act 2007, or any other act, regulation or by-law are excluded to the extent that they are inconsistent with the provisions of this lease.

5 Term and right of extension

5.1 Term of lease

The term shall commence on the Commencement Date and, unless earlier extended, shall expire on the Final Expiry Date.

5.2 Right of extension

If clause 1.5 provides for a right of renewal and the lessee has:

- (a) at all material times and in respect of each of the terms and conditions duly observed such terms and conditions of this lease; and
- (b) given to the lessor not less than three months notice in writing prior to the expiration date (which notice shall be irrevocable) of intention to renew the term of this lease;

the lessor shall renew the term of this lease:

- (i) for the next relevant further term of years fixed in clause 1.5 commencing from the day after the expiration date of the preceding term; and
- (ii) at a rental for the Premises and the Boating Facilities payable during such renewed term (or part thereof until the occurrence of a further rent review in accordance with the provisions of clause 6.3) determined in the accordance with clause 6.3. However, the rental agreed upon or fixed shall not ever be less per annum than the rental payable for the Premises and the Boating Facilities in the 12 month period immediately preceding the rent review date; and
- (iii) otherwise on the same terms and conditions of this lease, including any rent reviews, save that the renewed lease shall acknowledge that the lessee has expended one or more of its rights of renewal and as such clause 1.5 shall be amended under deed (or where the parties elect not to execute such a deed, deemed to be so amended) so as to record only those rights of renewal not yet having been exercised.

5.3.1 Monthly tenancy

If the lessee with the consent of the lessor continues to occupy the Premises and the Boating Facilities beyond the expiration date ("holding over") it shall pay a rental determined pursuant to the provisions of clause 5.3.2, but shall otherwise occupy the Premises and the Boating Facilities as a tenant at will pursuant to the provisions of section 210 of the Property Law Act 2007.

5.3.2 A tenant holding over:

- (i) shall pay a monthly rental for the Premises and the Boating Facilities equal to the rental payable for the Premises and the Boating Facilities in the month immediately preceding the expiration of the lease (plus goods and services tax); and
- (ii) shall continue to pay to the lessor that proportion of those property expenses (as specified in the Third Schedule) as specified in clause 1.12.

6 Rental, rent reviews, property expenses and goods and services tax

6.1 Covenant to pay rental

The lessee covenants to pay rental to the lessor at the rate stated in clause 1.8 or at such rate as is otherwise fixed pursuant to this lease.

6.2 Manner of payment of rental

6.2.1 The lessee shall pay rental, by equal monthly instalments as provided in clause 1.10, in advance on the first day of each month commencing on the Commencement Date

6.2.2 Rental and all other monies howsoever payable to the lessor by the lessee shall be paid when due and without deduction or set off (whether legal, equitable, statutory or any other form) by automatic bank authority or otherwise as the lessor may in writing otherwise direct. If payments are made other than by automatic bank authority they shall be made so as to be available to the lessor as immediately cleared funds by not later than 5.00 pm on the day on which payment is due to be made.

6.3 Rent reviews

6.3.1 The lessor may review the rental on the rent review dates specified in clause 1.11 in the following manner:

- (a) the lessor shall give to the lessee notice in writing ("lessor's notice") of the rental that the lessor considers to be the current market rental for the Premises and the Boating Facilities for that period between the review date triggering the current review process and the next rent review date or the expiration of the lease. The lessor's notice shall refer to the consequences specified in paragraph 6.3.1(c);
- (b) if within 20 business days of receipt by the lessee of a lessor's notice the lessee gives to the lessor a notice ("lessee's notice") stating that the lessee disputes the rental specified in the lessor's notice, then the rental payable for the relevant period shall be determined in accordance with clause 6.3.2;
- (c) if the lessee fails to give to the lessor a lessee's notice within 20 business days of receipt of a lessor's notice, then the rental specified in the lessor's notice shall be deemed to be the current market rental for the Premises and the Boating Facilities as at the relevant review date.

6.3.2 If the lessee gives a lessee's notice to the lessor within 20 business days of a lessor's notice, then the lessee and the lessor shall each use reasonable endeavours to agree upon the current market rental as at the relevant review date. If the lessee and the

lessor do not reach agreement upon the current market rental within 10 business days of the giving of the lessee's notice then:

- (a) the parties shall appoint an independent valuer to determine the current market rental as at the relevant review date. Should the parties fail to agree upon a valuer to be appointed within 5 business days of expiry of that 10 business day period referred to in the preceding subclause, then any party may request that the President for the time being of the New Zealand Law Society (or his or her nominee) ("president") appoint the valuer. The nomination of the president shall be final and binding upon the parties;
- (b) in determining the current market rental for the Premises and the Boating Facilities the valuer shall act as an expert and not as an arbitrator. Either party may make submissions to the valuer, but in all respects the determination shall be conducted in the manner determined by the valuer;
- (c) in any determination of rental pursuant to this clause each party shall pay the costs of their own experts (if any) and one half of the fees and costs of the valuer unless the valuer shall determine otherwise;
- (d) forthwith, after the current market rental as at the relevant review date has been determined the valuer shall give written notice to the lessee and the lessor of the determination.
- (e) pending the determination of the current market rental the lessee shall pay the current market rental nominated by the lessor provided that it is substantiated by a registered valuers report (a copy of which must be made available to the lessee.) Such interim rental shall apply until the actual rental is determined, and thereafter any adjustment required to be made consequent upon the determination of the actual rental shall be paid in full within 5 business days of such determination.

6.3.3 The current market rental determined pursuant to this clause 6.3 shall be the rental payable by the lessee from the relevant review date, unless the lessor did not give the lessor's notice within three months of the relevant review date, in which case the current market rental determined pursuant to this clause shall be payable only from the date on which the lessor's notice was given to the lessee.

6.3.4 Upon the determination of the new rental the lessee and the lessor shall (if required by the lessor) complete a deed at the expense of the lessee recording such rental.

6.3.5 If at any of the rental review dates there is in force any statute restricting the lessor's right to increase the rental the lessor may, at any time after such restriction is removed, relaxed or modified, on giving not less than one month's notice in writing to the lessee, review the rental to the current market rental for the Premises and the Boating Facilities at the date of such removal, relaxation or modification. Subsequent reviews of rental shall occur on the dates provided in clause 1.11 notwithstanding any review pursuant to this clause. The lessor shall be entitled to recover any resulting increase in the rental with effect from such date of removal, relaxation or modification.

6.4 Additional payments by lessee

The lessee covenants to pay in the manner provided in the First Schedule as additional rental the extent provided in clause 1.12 of the property expenses for the Premises and the Boating Facilities detailed in clause 1.1 being the expenses detailed in the Third Schedule.

6.5 Interest on overdue rental or other monies

If any rental, Property Expenses or other monies payable by the lessee remain unpaid for five business days after their due date, then the lessee shall pay to the lessor interest on those monies at the Default Interest Rate stated in clause 1.9 calculated from the due date to the date of payment and the lessor may recover the monies in arrears and interest as if the same were rental in arrears.

6.6 Outgoings

The lessee shall pay the outgoings in respect of the Boating Facilities detailed in clause 1.2 which outgoings are specified in the Third Schedule. The outgoings shall be apportioned between the lessor and the lessee in respect of periods current at the commencement and termination of the term. The outgoings shall be payable upon demand. The lessee's liability to pay outgoings during the term shall subsist notwithstanding the end or earlier termination of the term.

6.7 Goods and services tax

The lessee shall at the time it falls due for payment pay to the lessor, or as the lessor shall direct, all goods and services tax payable on the rental and any other amounts payable under the lease.

7 Assignment/subletting

7.1 Lessee not to sublet without consent

7.1.1 The lessee shall not, except as provided in this clause, sublet, assign, mortgage, charge or part with possession of the Premises and the Boating Facilities or any part of the Premises and the Boating Facilities or this lease or any estate or interest in this lease in any manner howsoever.

7.1.2 The Lessee shall not assign, sublet or part with possession of the Boating Facilities save that such prohibition shall not prevent the grant of licences in the ordinary course of the operation of any marina facilities which are part of the Boating Facilities.

7.1.3 Subject to clause 7.1.2 the lessee may assign the whole of this lease or sublet part of the Premises and the Boating Facilities with the prior written consent of the lessor to a respectable, responsible, solvent and suitable assignee or sublessee ("transferee").

7.1.4 Before giving consent and as a condition precedent the lessor may require performance and satisfaction of the following conditions:

- (a) the lessee shall demonstrate to the reasonable satisfaction of the lessor that the transferee is responsible and of sound financial standing and intends to use the Premises and the Boating Facilities only for the use specified in clause 1.15;
- (b) all rental and other monies payable by the lessee to the lessor have been paid up to the date of the proposed transfer, assignment or subletting;
- (c) there is not any existing unremedied breach of any of the terms of this lease;
- (d) in the case of an assignment, the execution by the transferee of a covenant with the lessor, in a form acceptable to the lessor, that the transferee will be bound by and perform the covenants in this lease to be observed and performed by the lessee. The execution of such covenant shall not release the lessee from the lessee's obligations under this lease;
- (e) all reasonable costs incurred by the lessor (whether or not the proposed sublease or assignment proceeds to completion) have been paid by the lessee;

- (f) in the case of an assignment where the proposed transferee is a company not listed on the New Zealand Stock Exchange the lessor may require the directors and/or the controlling shareholders of such company and/or such other persons having an interest in the company as the lessor reasonably requires to enter into a deed personally guaranteeing the performance by that company of the terms of this lease, such guarantee to be in a form acceptable to the lessor. The reasonable costs incurred by the lessor in the preparation and execution of such guarantee shall be paid by the lessee; and/or
- (g) in the case of a sublease, the lessor may stipulate that the sublease contains a condition that it is not to be assigned or the area sublet be further sublet without the prior written consent of the lessor and the terms of clause 7.1 shall apply, mutatis mutandis, to such consent.

7.2 Change in shareholding of lessee

For the purposes of clause 7.1 where the lessee is an unlisted company as provided in subclause 7.1.4(f) any change in the shareholding of the lessee altering the effective control of the lessee shall be a deemed assignment of this lease requiring the consent of the lessor.

7.3 Assignments and subletting

The grant or purported grant of any assignment or subletting in contravention of clause 7.1 constitutes a material breach entitling the lessor to summarily terminate this lease. The lessee waives, disclaims, abandons, abrogates and covenants not to exercise or seek to exercise any right to relief from forfeiture which arises or may arise as a result of (in whole or in part) any termination pursuant to this clause 7.3.

8 Maintenance, repairs, alterations and additions

8.1 Lessee to keep Premises in good repair

8.1.1 The lessee shall keep the interior of the Premises and the Boating Facilities (excluding the Marina office) in good repair and condition and at the expiration, or sooner determination, of the lease shall yield up the Premises and the Boating Facilities in good repair and condition.

8.1.2 The obligation of the lessee stated in subclause 8.1.1 does not include responsibility for fair wear and tear and any damage caused by flood, fire, storm or tempest where such damage is not attributable to any act or omission on the part of the lessee or persons under the control of the lessee.

8.1.3 The lessee shall replace, at the lessee's expense, any broken glass in the Premises.

8.2 Lessee's further maintenance/repair obligations

The lessee shall punctually, at the lessee's expense:

- (a) ensure that all routine waste is placed daily in suitable receptacles and any excess waste and rubbish is removed from the Premises and from the Boating Facilities and
- (b) make good to the satisfaction of the lessor acting reasonably any damage to any part of the Premises or Boating Facilities caused by the lessee or persons under the control of the lessee; and
- (c) replace all glass in the property broken by the lessee or persons under the control of the lessee; and
- (d) replace all damaged or non-operative light globes, tubes and fittings within the Premises and Boating Facilities; and

- (e) take any steps necessary to control any pest infestation occurring in, or emanating from, within the Premises and Boating Facilities; and
- (f) repair, or where appropriate replace, heating, lighting, electrical, or plumbing fittings installed in the Premises and Boating Facilities broken or damaged by the lessee or persons under the control of the lessee; and
- (g) comply with all statutes regulations and by-laws; and
- (h) comply with any notices or orders which may be given by any competent authority in respect of the Premises and the Boating Facilities or their use by the lessee and keep the lessor indemnified in respect of all such matters
- (i) dredge the Kissing Point Marina and the Whangarei Town Basin and the river approaches to both areas (as delineated in red on attached plan B and as delineated in yellow on attached plan C) but excluding the Main Hatea Channel (as delineated in yellow on attached plan B) so as to maintain the depth of water at the Marina Facilities as set out in the Fourth Schedule provided always that the Lessor shall provide a designated and approved tailings disposal area for such dredging provided that the lessee shall be under no liability in respect of any structural alterations required in terms of subclauses 8.2(g) and (h) unless that liability arises out of the lessee's use or occupation of the Premises and Boating Facilities and the number and/or gender of the persons under the control of the lessee.

8.3 Cleaning of Premises by lessee

- 8.3.1** The lessee shall at the lessee's expense, keep the Premises and the Boating Facilities (including the external surfaces of windows and the toilets servicing the Premises) clean.

8.4 Alterations and additions to Premises by lessee

- 8.4.1** The lessee shall not use or install in the Premises internal partitions other than of a type, quality and size approved by the lessor.

- 8.4.2** The lessee shall not bring upon the Premises or the Boating Facilities any plant, machinery or other equipment:

- (a) which is not reasonably necessary or proper for the conduct of the lessee's use of the Premises and Boating Facilities; or
- (b) which is of a weight, nature or size as to cause or be likely to cause any structural or other damage to or to exceed the designed loadings of the floors, walls or lifts or any other parts of the property;
- (c) the operation of which is likely to interfere with the quiet use and enjoyment of the property by any occupant(s) of the building, or any person lawfully entitled to the use and enjoyment of any contiguous or proximate Premises or Boating Facilities.

- 8.4.3.1** Before bringing any heavy or bulky machinery, plant or equipment onto the property the lessee shall give to the lessor 10 business days prior notice, included within such notice shall be a full specification of the equipment. The lessee shall observe and comply with any directions given by the lessor and, if deemed to be necessary by the lessor, allow the lessor to supervise the routing, installation and location.

- 8.4.3.2** Notwithstanding anything to the contrary expressed or implied in this deed of lease to the contrary, the lessee shall indemnify the lessor from any and all costs losses or expenses (howsoever defined) incurred as a direct or indirect result of the lessee's introduction to and/or use in the Premises or the Boating Facilities of any machinery, plant or equipment.

- 8.4.4** The lessee shall not make alterations or additions to the Premises and the Boating Facilities, nor install or alter any partitioning, nor install, alter or interfere with any equipment, fitting or fixture or the heating, ventilating or other system servicing, or relating to the Premises and the Boating Facilities without the lessor's prior written approval.
- 8.4.5** In seeking the lessor's approval under subclause 8.4.4 the lessee shall submit plans and specifications of the proposed work. The lessor may require as a condition of approval that:
- (a) the work be supervised by a person nominated by the lessor;
 - (b) the work be executed by contractors or tradesmen approved by the lessor;
 - (c) the lessee pays all costs incurred by the lessor in considering the proposed works and in their supervision including the fees of architects or other building consultants employed by the lessor;
 - (d) the lessee obtains all approvals or permits necessary to enable the proposed work to be lawfully effected, and on request produces to the lessor copies of them; and
 - (e) upon completion of the work the lessee produces to the lessor any certificates of compliance issued by the relevant authorities.
- 8.4.6** The lessee shall reimburse the lessor for any costs incurred by the lessor as a result of the installation, operation, or removal of any alterations, additions, partitions, equipment, fixtures, fittings, plant or machinery.
- 8.5 Removal of fixtures and fittings by lessee on termination**
- 8.5.1** The lessee shall, if required by the lessor:
- (a) prior to, or on, the expiration of the term remove all partitions, alterations or additions installed or made by the lessee; and
 - (b) make good any damage to the Premises and the Boating Facilities caused by such removal or otherwise caused by the lessee; and
 - (c) where the term is determined for any reason, effect such removal and making good of damage immediately after determination.
- 8.5.2** If the lessee fails to complete any removal and making good when required under subclause 8.5.1 the lessor may either:
- (a) do so, and the lessee shall on demand pay all costs and expenses incurred by the lessor in so doing; or
 - (b) elect not to effect such removal in which case the lessor shall give notice in writing to the lessee that unless the lessee effects removal and reinstatement/making good within 10 business days of the date on which the notice is given, the partitions, additions, fixtures and/or fittings not removed shall be forfeited to the lessor without compensation. If the lessee fails to comply with the notice the partitions, alterations, additions fixtures and/or fittings shall, at the expiration of the 10 business day period, become the property of the lessor.
- 8.5.3** If the lessee has at the expiration date observed all of the terms and conditions of this lease, the lessee shall be entitled to remove all partitions in and improvements to the Premises made by the lessee subject to the lessee both repairing and making good all damage caused in the removal, and restoring the Premises to their condition prior to the lessee making those alterations and improvements.

8.6 Improvements rental

If the lessor is obliged by any statute to expend any monies on any improvement, alteration or addition to the Premises for any reason howsoever, the lessor may, until the next rent review, charge, in addition to the rental, an annual sum equal to the improvements rental percentage provided in clause 1.13 of the amount so expended by the lessor. The payments of rental provided in clause 1.10 shall increase from the next payment date after the date such expenditure or parts of such expenditure is made. If the lessor is obliged to expend an amount which in the reasonable opinion of the lessor is unreasonable, the lessor may, upon the giving of one month's notice in writing to the lessee, determine this lease.

8.7 Notice of damage and defects by lessee

The lessee shall immediately give notice to the lessor of:

- (a) any damage or accident to, or defects in, the Premises and Boating Facilities or in the property or in any of the services or other facilities provided by the lessor in the Premises and the Boating Facilities or the property; and
- (b) any circumstances occurring within the Premises and Boating Facilities the property likely to cause damage or injury.

9 Insurance and indemnity

9.1 Lessor to insure property

The lessor shall insure, and keep insured, the Premises and the Boating Facilities against destruction or damage by fire, earthquake, storm, water damage and malicious damage and such other risks as the lessor may from time to time require, to their full insurable value on an indemnity cover basis or, at the option of the lessor, up to the full replacement value of such property, such insurance to be effected with such insurance office as the lessor may from time to time select.

9.2 Lessee not to prejudice lessor's insurance or premium rate

The lessee shall not, and covenants that persons under the control of the lessee shall not, do anything whereby any insurance effected by the lessor may be rendered void or voidable or (except with the lessor's prior written approval) whereby the premium shall be liable to increase. The lessee shall pay upon demand all extra premiums payable as a result of any breach of this clause and shall indemnify the lessor for all losses accruing to it as a result of any act or omission by the lessee or any person or persons under the lessee's control rendering any insurance monies irrecoverable.

9.3 Lessee to occupy Premises at lessee's risk

The lessee agrees to occupy and use the Premises and Boating Facilities at the lessee's risk and releases to the maximum extent permitted by law the lessor, its servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Premises or the Boating Facilities or the property.

9.4 Indemnity by lessee

The lessee shall keep the lessor indemnified against all claims, actions, losses and expenses of any nature which the lessor may suffer or incur or for which the lessor may become liable in respect of:

- (a) the neglect or careless use or misuse by the lessee or persons under the control of the lessee of the Premises or the property or the Boating Facilities or arising out of any faulty fixture or fitting of the lessee; and

- (b) any accident or damage to property or any person arising from any occurrence in or near the Premises and/or the Boating Facilities wholly or in part by reason of any act or omission by the lessee or persons under the control of the lessee.

9.5 Public risk insurance

The lessee at the lessee's expense, shall effect and keep current in respect of the Boating Facilities and the Premises and the lessee's use of the Boating Facilities and the Premises, a policy of public risk insurance for an amount not less than that provided in clause 1.14, or such other amount from time to time reasonably required by the lessor, for any one event with a substantial reputable insurance office or company first approved in writing by the lessor (such approval not to be unreasonably or arbitrarily withheld).

10 Use of Premises and the Boating Facilities

10.1 Use to which Premises may be put by lessee

The lessee shall only use the Premises and the Boating Facilities for the purpose stated in clause 1.15.

10.2 No warranty by lessor as to suitability of Premises and the Boating Facilities

10.2.1 The lessor does not warrant:

- (a) that either the Premises or Boating Facilities are, or will remain, suitable or adequate for any of the purposes of the lessee, including the permitted use provided in clause 1.15; or
- (b) that any permitted and/or conditional uses of the Premises and the Boating Facilities provided in the relevant planning instruments permit the operation of such purposes, or the permitted use.

10.2.2 The lessee accepts the Premises and the Boating Facilities as being satisfactory in all respects and with full knowledge of, and subject to, any prohibitions or restrictions on the use of the Premises and the Boating Facilities.

10.3 Payment of utility charges by lessee

The lessee shall pay to the proper authorities all charges for utilities and other services connected or used in the Premises and the Boating Facilities. Should the lessee make default in payment of such charges the lessor may pay them and immediately recover the amount paid as if it were rental in arrears payable by the lessee; penalty interest shall accrue upon any sums expended by the lessor in satisfaction of utilities and/or other charges under this clause from the date of payment by the lessor until repayment in full by the lessee.

10.4 Use of Premises and Boating Facilities by lessee

The lessee shall:

- (a) secure the Premises against unauthorised entry at all times when the Premises or Boating Facilities are left unoccupied and the lessor reserves the right by its servants and agents to enter upon the Premises and secure them if they are left unsecured; and
- (b) upon the cessation of the lessee's right to occupy the Premises or Boating Facilities deliver to the lessor all keys to the Premises and immediately yield up to the lessor possession of the Premises and Boating Facilities.

10.5 Restrictions on use of Premises and Boating Facilities by lessee

The lessee shall not:

- (a) use for other than their designed purpose any of the fixtures or fittings in the Premises and the Boating Facilities or the property;
- (b) store or use inflammable, dangerous or noxious substances upon the Premises and the Boating Facilities, other than the storage of fuel for the express use of the Marina Tender;
- (c) do on the Premises and the Boating Facilities or the property anything illegal or which in the opinion of the lessor may become a nuisance, disturbance or obstruction or cause damage whether to the lessor or to other tenants or users of the property or to neighbouring owners or occupants, nor use the Premises and the Boating Facilities in any illegal, noisy, noxious or offensive manner;
- (d) obstruct or interfere with any of the entrances or common areas of the property; or
- (e) permit any television or radio antenna, sign, advertisement, name or notice to be placed on any part of the Property without the prior written consent of the lessor.

11 Rights reserved by lessor

11.1 Maintenance by lessor

The lessor may use, maintain and repair all services and fixtures and fittings in, on or passing through the Premises and the Boating Facilities or the property, but in so doing the lessor will cause as little inconvenience to the lessee as is reasonably possible.

11.2 Entry by lessor to view and effect repairs and alterations

The lessor may enter upon the Premises and the Boating Facilities with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency):

- (a) to view the state of repair of the Premises and the Boating Facilities and to ascertain whether or not there has been any breach of the covenants in this lease; and
- (b) to carry out repairs or other works to the Premises and the Boating Facilities or services to the Property or to any adjacent property; and
- (c) to execute any work required to remedy a defect which is the lessee's duty to remedy if the lessee has not, within 10 business days of the date of receipt of written notice from the lessor requiring remedial action, taken that action, and without prejudice to other remedies, the lessor may recover the costs of the remedial action from the lessee on demand; and
- (d) for the purpose of complying with the terms of any statute affecting the Premises and the Boating Facilities or the Property or any notice served on the lessor or lessee by any competent authority for which the lessee is not responsible under this lease; and
- (e) in the event the Premises and the Boating Facilities or the Property are either destroyed or damaged for the purpose of rebuilding or restoration; and
- (f) for the purpose of carrying out any repairs, alterations, additions or other works to the utility or other services provided to the Premises and the Boating Facilities and other areas of the Property

providing always that in exercising such rights the lessor shall use best endeavours to minimise disturbance to the lessee.

11.3 Work by lessor to remedy lessee's default

The lessor may elect to, at any time without notice, remedy any default by the lessee under this lease and whenever the lessor so elects, all costs and expenses incurred by the lessor (including legal costs and expenses on a solicitor/client basis) in remedying such default shall be paid by the lessee to the lessor immediately on demand. Penalty interest at the Default Interest Rate shall accrue upon any sums expended by the lessor, in remedying a default by the lessee of seeking to enforce compliance by the lessee, from the date of payment by the lessor until repayment in full by the lessee.

11.4 Default by lessee

If at any time:

- (a) the rental is in arrears and unpaid for 15 business days after any payment date (whether it has been demanded or not); or
- (b) repairs required by any notice given by the lessor under this lease are not commenced within 15 business days of such notice having been given, or if commenced are not diligently completed; or
- (c) the lessor gives written notice to the lessee specifying any breach (other than a breach of the type referred to in (a) or (b) above) in this lease which breach remains unremedied 15 business days after giving the notice; or
- (d) the lessee (if an individual) shall be declared or adjudicated bankrupt or insolvent; or
- (e) any assignment shall be made of the lessee's property for the benefit of creditors or if the lessee compounds with the lessee's creditors; or
- (f) the interests of the lessee in or under this lease or in the Premises and the Boating Facilities shall be attached or taken in execution under any legal process; or
- (g) the lessee (if a company) has a resolution passed, or an order made by a Court, for the liquidation of the lessee (except for the purposes of reconstruction approved by the lessor), or if the lessee is placed into receivership or under official or statutory management

the lessor may:

- (h) immediately, or at any time subsequently, and without any notice or demand re-enter (forcibly if necessary) the Premises or the Boating Facilities or any part of the Premises and Boating Facilities; and
- (i) by such action determine the lessee's estate and interest in the Premises and the Boating Facilities; and
- (j) expel and remove the lessee and the chattels of the lessee and those claiming under the lessee without being guilty of any manner of trespass or conversion

and upon any such event occurring this lease shall cease and determine but without releasing the lessee from liability in respect of any breach of any covenant.

11.5 Essential terms

11.5.1 Any breach of the following covenants by the lessee shall be a breach of an essential term of this lease:

- (a) the covenants to pay rental, property expenses and other monies due to the lessor throughout the term where such breach of covenant gives rise to a right of re-entry pursuant to this lease (clauses 6.1 to 6.7 (inclusive) and clause 11.4);
- (b) the covenant dealing with assignments, subletting and parting with possession (clauses 7.1 to 7.3 (inclusive));
- (c) the covenants dealing with repair and maintenance (clauses 8.1 and 8.2);
- (d) the covenant dealing with alterations and additions (clause 8.4); and/or
- (e) the covenant dealing with the use of the Premises and the Boating Facilities (clause 10.1).

11.5.2 The lessee shall compensate the lessor for any breach of an essential term of this lease and the lessor is entitled to recover damages from the lessee in respect of such breaches. The lessor's entitlement under this clause is in addition to any other remedy or entitlement to which the lessor is entitled (including the right to terminate this lease).

11.5.3 In respect of the obligation referred to in paragraph 11.5.1(a), acceptance by the lessor of arrears or of any late payment of rental shall not be a waiver of the essentiality of the lessee's obligation to pay rental in respect of those arrears or late payment or the lessee's continuing obligation to pay rental throughout the term.

11.6 Compensation for breach

11.6.1 In the event the lessee's conduct (whether acts or omissions) constitutes a repudiation of this lease (or of the lessee's obligations under this lease) or constitutes a breach of any lease covenants, the lessee shall compensate the lessor for the loss or damage suffered by reason of the repudiation or breach.

11.6.2 The lessor shall be entitled to recover damages against the lessee in respect of repudiation or breach of covenant for the damage suffered by the lessor during the whole of the term.

11.6.3 The lessor's entitlement to recover damages shall not be affected or limited by any of the following:

- (a) the lessee abandoning or vacating the Premises and the Boating Facilities;
- (b) the lessor electing to re-enter or to terminate the lease;
- (c) the lessor accepting the lessee's repudiation;
- (d) the parties' conduct constituting a surrender by operation of law.

11.6.4 The lessor shall be entitled to recover damages against the lessee in respect of the entire term, including the periods before and after the lessee has vacated the Premises and the Boating Facilities and before and after the events referred to in subclause 11.6.3 whether recovery proceedings are instituted before or after such conduct.

11.7 Removal of lessee's chattels and improvements

Upon the expiration or earlier determination of this lease, the lessor may remove from the Premises and the Boating Facilities any chattels situated in the Premises and the Boating Facilities and place them outside the Property without being responsible or liable for any resultant loss or damage.

12 Covenants by lessor

12.1 Rates

Subject to the provisions of this deed, the lessor shall pay all rates, taxes and assessments charged upon the Property except those which the lessee is obliged to pay.

12.2 Quiet enjoyment

The lessee performing the lessee's obligations under this lease shall peaceably possess and enjoy the Premises and the Boating Facilities without any undue interruption or disturbance from the lessor.

12.3 Maintenance by lessor

12.3.1 The lessor shall:

- (a) keep the roof and external walls of the Marina Management Office, including external doors and windows, in waterproof condition; and
- (b) take all reasonable steps to keep all services to the Premises and the Boating Facilities in working order and condition

except so far as any repairs are necessitated by the wrongful acts or defaults of the lessee or persons under the control of the lessee. The maintenance by the lessor of a service maintenance contract for the work to be done shall be a sufficient discharge of the lessor's obligations under paragraph 12.3.1(b).

12.3.2 The lessor shall not be liable for any damage, injury or loss incurred by the lessee or by any person under the control of the lessee caused by breach of this clause unless notice in writing of the disrepair causing the damage, injury or loss has previously been given to the lessor by the lessee and the lessor has failed to remedy such disrepair within a reasonable time after receipt of such notice.

13 Miscellaneous

13.1 Total destruction

If the Premises or any part of the Premises or the Boating Facilities shall be destroyed or so damaged either:

- (a) as to render the Premises and/or Boating Facilities untenable then the term shall at once terminate; or
- (b) in the reasonable opinion of the lessor as to require the demolition of the Premises or the Boating Facilities, then the lessor may within two months of the date of damage or destruction give the lessee one month's written notice terminating this lease

then, in both such cases, the rental and the property expenses shall cease to accrue from the date of termination. Any termination pursuant to this clause shall be without prejudice to the rights of either party against the other for any prior breach of this lease.

13.2 Partial destruction

13.2.1 If the Premises or any portion of the Premises and/or Boating Facilities shall be damaged but not so as to render the Premises and/or Boating Facilities untenable, and:

- (a) the lessor's policy or policies of insurance shall not have been invalidated or payment of the policy monies refused in consequence of some act or default of the lessee and/or any person under the control of the lessee; and
- (b) the insurance monies actually received by the lessor shall be adequate to repair the said damage; and
- (c) all the necessary permits and consents shall be obtainable within a reasonable timeframe; and
- (d) the lessor does not exercise the right to terminate under subclause 13.1(b)

the lessor shall, with all reasonable speed, expend the insurance monies received by the lessor towards repairing such damage or reinstating the Premises and the Boating Facilities, but the lessor shall not be liable to expend any sum of money greater than the amount of the insurance monies received.

13.2.2 Any repair or reinstatement shall be:

- (a) carried out using such materials and form of construction and according to such plan as the lessor thinks fit; and
- (b) sufficient, so long as it is reasonably adequate, for the lessee's occupation and use of the Premises and the Boating Facilities; and
- (c) carried out so as to cause as little disturbance to the lessee as is reasonably possible.

The lessee shall permit the lessor and the lessor's agents, servants and contractors with all necessary equipment and materials to enter the Premises to carry out repairs or reinstatement to the Premises.

13.2.3 Until the completion of the repairs or reinstatement a fair proportion of the rental and the property expenses shall cease to be payable according to the nature and extent of the damage.

13.2.4 If any of the conditions in subclause 13.2.1 are not met then the term shall at once terminate but without prejudice to the rights of either party against the other for any prior breach.

13.3 Lessee to pay lessor's costs

In addition to the rental and other monies reserved by this lease the lessee shall pay:

- (a) the lessor's legal costs of preparation of this lease and any variation, extension or renewal of this lease and the lessor's costs in obtaining any consents or approvals associated with this lease;
- (b) all costs, charges and expenses for which the lessor shall become liable in consequence of, or in connection with, any breach or default by the lessee in the performance of any of the covenants in this lease; and
- (c) all costs, charges and expenses (including actual legal costs as between solicitor and client) that may be incurred by the lessor in enforcing or attempting to enforce any of the lessee's covenants, or any of the lessor's rights, under or arising out of this lease.

13.4 Lessee to permit inspection and display of signs

The lessee shall at all reasonable times permit the lessor to exhibit the Premises and the Boating Facilities to prospective tenants or purchasers and shall during the period of three months prior to the termination date of this lease allow the lessor to affix to the Premises and the Boating Facilities appropriate sale or reletting notices.

13.5 Notices

13.5.1 Any notice or other document required to be given or served under this lease may (in addition to any other method permitted by law):

- (a) in the case of the lessee, be given or served by signature required courier or by delivery to the lessee at the lessee's last known place of abode or business or by delivery to the Premises and the Boating Facilities; and
- (b) in the case of the lessor, be given or served by signature required courier or by delivery to the lessor's principal place of business or such address as may be notified to the lessee from time to time.

13.5.2 Any notice or other document shall have been served on the other party one business day after the date of posting or delivery.

13.5.3 In the case of any notice or document required to be served or given by the lessor, the same may be signed on behalf of the lessor by any authorised officer of the lessor or by the lessor's solicitors.

13.6 Dispute resolution

13.6.1 Any dispute that arises from or touches upon this agreement must be referred in the first instance to non-binding mediation.

The non-binding mediation procedure is:

- (i) The party wishing to resolve a dispute by mediation must give notice in writing of the dispute to the other party(s).
- (ii) The notice must state that a dispute has arisen and provide sufficient particulars as to the nature and ambit of the dispute so as to permit the other party(s) to formulate a response.
- (iii) When a notice of dispute is given in accordance with this agreement the parties will appoint a mediator by agreement within ten 10 business days of receipt of a notice; should the parties fail to agree upon a mediator to be appointed within five 5 business days of receipt of a notice, any party may request that the President for the time being of the New Zealand Law Society (or his or her nominee) ("president") to appoint a mediator. The nomination of the president shall be final and binding upon the parties, subject only to disqualification due to actual or presumed bias, manifest inadequacy (having regard to the subject matter of the dispute), or actual or presumed conflict of interest.
- (iv) The parties will actively and expeditiously engage with the mediator, and in the mediation process in an effort to resolve the dispute.
- (v) If the dispute is settled then the terms of settlement will be written up by the mediator and signed by the parties to the dispute.
- (vi) Subject to any written agreement to the contrary, any such mediation settlement agreement shall encompass all matters the subject of the notice and shall comprise a full final and binding settlement of the same.
- (vii) If the dispute is not settled within 15 business days of the appointment of the mediator, or within any extended time that the parties agree to in writing then the parties will no longer be bound by this mediation provision.

13.6.2 The parties acknowledge that all written statements given to the mediator or to each other and any discussions between the parties, or any of them, and/or between any of the parties and the mediator during the mediation are inadmissible in legal or arbitral proceedings by any party other than the party that made them.

- 13.6.3** The parties to any dispute will share equally the cost of the mediator's fees and costs including travel, room hire and refreshments.
- 13.6.4** Any dispute which is not settled by mediation shall, at either party's election, be referred either to a court of competent jurisdiction or to arbitration (by a single arbitrator appointed as though the same were a mediator under this clause) in accordance with the Arbitration Act 1996.
- 13.6.5** Nothing in the forgoing provisions shall prevent any party to this agreement from seeking urgent interlocutory relief from any court of competent jurisdiction.
- 13.6.6** Notwithstanding anything to the contrary expressed or implied in this agreement, the provisions of this clause shall survive the cancellation or termination of this agreement.

13.7 No registration

The lessee shall not call upon the lessor to execute a registrable memorandum of lease of the Premises and the Boating Facilities and the lessee shall not at any time lodge a caveat against any title to the land comprised in the Property.

14 Compliance with Statutes and Regulations

- 14.1** The lessee will at all times comply with the provisions of the Resource Management Act 1991 and the Local Government Act 2002 or any other Acts so far as they relate to the Boating Facilities and any bylaws, regulations, orders, stipulations or directions lawfully made thereunder issued by any authority thereunder in respect of the Boating Facilities.

15 No representations

The lessee warrants that it has entered into this deed solely in reliance upon its own skill and judgment and it has not relied upon any oral or written representation made to it by the lessor, or its employees or agents, and that it has made (and has been permitted a reasonable opportunity to make) its own independent investigations into all matters relevant to the subject matter of this deed.

16 Independent Advice

The lessee acknowledge that prior to entering into this deed it was provided with a copy of this deed and advised to, and provided with the opportunity of seeking independent legal advice as to its provisions.

17 Entire agreement

This deed constitutes the entire agreement between the parties in relation to its subject matter and supersedes any prior agreement(s) between the parties whether written or oral and any such prior agreements are cancelled as at the date hereof but without prejudice to any rights which have already accrued to a party thereunder.

18 Jurisdiction

This deed is governed by New Zealand law in every particular including formation and interpretation and notwithstanding the domicile of the parties nor the place of its execution shall be deemed to have been made in New Zealand, and the parties shall and do hereby submit to jurisdiction of the New Zealand courts.

19 Variation

- 19.1** No variation to this deed will be legally enforceable unless it is in writing and signed by the parties ("variation notice").

20 Force Majeure

- 20.1** In the event of inability of any party(s) to this deed to perform its obligations by reason of riot, earthquake, volcanic activity, fire, storm, operation of law or other like cause beyond the control of that party ("force majeure event"), such party(s) shall, upon service of written notice specifying the force majeure event (including due particulars of the time the force majeure event commenced having effect) ("force majeure notice") on the other, be released from its obligations hereunder if and to the extent that such party(s) is prevented or delayed from performing such obligations by reason of that force majeure event ("release"), but without prejudice to any pre-existing claim or pre-existing liability in respect of this deed.
- 20.2** No force majeure notice will be effectual unless it is served within a reasonable time of the occurrence of the force majeure event, such time to be determined having regard to the circumstances then prevailing.
- 20.3** The non-performing party shall forthwith upon the cessation of a force majeure event, serve the other with written notice specifying the cessation of the force majeure event (including due particulars of the time the force majeure event ceased having effect) ("cessation notice").
- 20.4** For the avoidance of doubt:
- (i) the service of a force majeure notice is a condition precedent to the non-performing parties' reliance upon any release pursuant to this clause.
 - (ii) A release shall continue only for such time as the non-performing party is incapable of performing its obligations by virtue of the force majeure event.
 - (iii) Any dispute concerning whether an event constitutes a force majeure event shall be resolved pursuant to the dispute resolutions provisions of this deed.
 - (iv) No strike, lockout or similar industrial action shall comprise a force majeure event.

21 Use of Boating Facilities

- 21.1** The lessee shall use the Boating Facilities for the purposes only of providing Marina and other boating services. The Tenant shall provide and maintain good marina and other boating services from the Boating Facilities at a reasonable price for the boating public.

22 Co-operation between the lessor and the lessee

- 22.1** The lessee will not unreasonably oppose any proposals by the lessor for further development within that part of the Whangarei District known as "The Town Basin".
- 22.2** The lessee will co-operate with the lessor and assist where possible in undertaking future capital dredging programmes within the waterways giving access to the Town Basin Marina and the Kissing Point Marina in which the Boating Facilities are located.
- 22.3** The lessee will work with the lessor to maximise the dumping of material dredged from the waterways providing access to the Town Basin Marina and the Kissing Point Marina for the benefit of the wider community of the Whangarei District.
- 22.4** To ensure co-ordinated liaison on operational matters the lessee will accept the presence of an appointed member of the lessor's staff, such appointment being made by the Chief Executive Officer of the lessor, to attend meetings of the lessee by invitation and also to act as the lessor's contact person for the purpose of the activities of the lessee this appointment being on the following basis:

- (i) while the person will be a contact person and be able to attend meetings of the lessee there will be no voting rights; and
- (ii) the intention of the liaison relationship is to enable the lessor to be kept up to date with the delivery of the expected outputs of the lessee and to ensure a “no surprises” relationship.

23. Compliance with Lessor’s Existing Agreements and Obligations

- 23.1** The lessee shall from the commencement date comply with the lessor’s obligations with respect to the Boating Facilities pursuant to any statute or regulation. These obligations shall include the recognition of all rights of access to the Boating Facilities to which members of the public may be entitled.

24 Revenue

- 24.1** The lessee shall be entitled to all receipts, revenue and income attributable to the Boating Facilities from the Commencement Date.

25 Offensive Trade

- 25.1** The lessee shall not carry on or permit to be carried on in or about the Boating Facilities any noxious or noisy or offensive activity, trade or business.
- 25.2** The lessee shall not create, do or permit to be done anything which may be a nuisance or annoyance to anyone or interfere with the quiet enjoyment or comfort of any occupier of any adjoining property which in the opinion of the lessor may be detrimental to the Boating Facilities or their users.

26 Prohibited Discharges

- 26.1** The lessee shall not permit, suffer or allow any timber, iron, ashes, coal, ballast, oil, refuse or other material (including human waste) to be thrown or discharged or to fall or flow into the waters in or around which the Boating Facilities are situated.

27 Commercial Boat Operator Levies

- 27.** Subject to Clause 21, the lessee shall be responsible for the setting of levies on commercial boat operators who use the Boating Facilities.

28 Berth and Pile Licences

- 28.1** In consideration of the lessee accepting and undertaking to comply with any obligations of the lessor with respect to the Boating Facilities, the lessor hereby assigns to the lessee for the term of this lease all its interests in the marina berths and piles comprising the Boating Facilities.
- 28.2** With respect to all such marina berths and piles, whether or not they are now in existence, the lessee shall be entitled to all licence fees and other payments due.
- 28.3** The lessee covenants that all berth and pile licences by which it will permit third parties to use the berths and piles forming part of the Boating Facilities will require such licensees to maintain standards to ensure that such vessels of such licensees using the Boating Facilities are not unsightworthy and are not occupied or used in such a manner so as to detract from the appearance of and the use of the Whangarei Town Basin.

29 Lessee’s Fixtures

- 29.** All capital improvements and fixtures made and installed by the lessee shall become the property of the lessor at the end or earlier termination of the term. The lessee shall not be entitled to any compensation for such improvements and fixtures.

30 Revocation/Redevelopment

- 30.1** It is acknowledged by the parties that the lessor may develop that part of the Whangarei Town Basin area which lies to the east of the Reyburn House Car Park as identified on attached Plan D as part of its programme of developing inner city living. The lessor shall be entitled to revoke some or all of the lessee's lease as it applies to particular parts of the Boating Facilities, provided that such will be restricted to that part of the Whangarei Town Basin Marina area as is shown delineated in yellow on attached Plan D if such is required to put into effect the lessor's redevelopment plans.
- 30.2** In revoking any portion of the lessee's lease, the lessor shall give the lessee not less than twelve (12) months written notice of such proposed revocation. The lessor shall use its best endeavours to provide a new leases for reasonably suitable replacement facilities if this is possible under any such redevelopment plan.

31 Riverside Toilet/Laundry/Shower Maintenance

- 31.1** Notwithstanding any other provision of this lease it is acknowledged by the lessee that the lessor is not responsible for the repair, maintenance, upkeep and insurance of the Premises described as the Laundry/Bathroom.

32 One Dedicated Berth at Whangarei Town Basin Marina for Use by the Lessor

- 32.1** Notwithstanding the terms of this lease, after 1 July 2015 the lessor will be entitled to use at its election the marina berth shown delineated in red within the Town Basin Marina as shown on page 3 of Plan A and entitled "Dedicated Marina Berth : WDC use and occupancy" ("the allocated berth") at no charge provided always that:
- (i) when the use of the allocated berth is required by the lessor it will give a minimum of two (2) weeks notice to the lessee; and
 - (ii) while the allocated berth is not being used by the lessor it can be used by the lessee and any income generated by the lessee from the use of the allocated berth will belong to the lessee.

33 Town Basin Wharf

- 33.1** The lessee shall be entitled to receive all revenue produced from the vessels using and/or moored to the Town Basin wharf, being the wharf on the right bank of the Hatea River in the Town Basin Marina, (shown on page 4 of Plan A and delineated in blue), provided that the lessor shall be entitled to terminate the lessee's responsibilities and entitlements with respect to the Town Basin wharf upon giving to the lessee not less than twelve (12) month's notice in writing.
- 33.2** The lessee shall be responsible, so long as the lessee shall be entitled to receive the revenue from the Town Basin wharf, for the maintenance of the Town Basin wharf's riverside face, including the maintenance of all ladders, breastworks and other superficial attachments PROVIDED THAT the lessee shall not be liable for any structural maintenance to the wharf.

34 Additions, Alterations and Deletions to Boating Facilities

- 34.1** The lessee shall not make nor allow to be made any alterations, additions or deletions to the Boating Facilities without first producing to the lessor on every occasion, plans and specifications and obtaining the written consent of the lessor (not to be unreasonably or arbitrarily withheld) for that purpose.

THIRD SCHEDULE

1. Rates or levies payable to central Government or any local or territorial authority with respect to the Boating Facilities.
2. Charges for water, gas, electricity, telephones and other utility services.
3. Rubbish collection charges.
4. New Zealand Fire Services charges and the maintenance charges in respect of all fire detection and fire fighting equipment.
5. Insurance premiums and related valuation fees.
6. Service Contract charges for building services.
7. Cleaning, maintenance and repair charges, including charges for repainting, decorative repairs and the maintenance and repair of building services but excluding charges for structural repairs to the buildings and Marina facilities (minor repairs to the roof of any building shall not be a structural repair).
8. The provisioning of toilets.
9. A contribution to the administration expenses of the Landlord administering this lease, at the rate of \$100.00 per month plus GST. This rate may be reviewed by the Landlord on the fifth anniversary of the commencement date and five yearly thereafter, taking account of the actual administration expenses incurred.

FOURTH SCHEDULE

The following minimum depths of water shall be maintained:

- | | | | |
|-----|---------------------------|---|-----------------------|
| (a) | Town Basin Marina | - | one metre below datum |
| (b) | Kissing Point Marina | - | one metre below datum |
| (c) | Hatea River Pile Moorings | - | one metre below datum |

PROVIDED HOWEVER that the depth of water required may be varied to either a deeper or a shallower depth as is required to accommodate the varying boat draughts which need to be accommodated within the different parts of the Marinas and Hatea River Pile Moorings. It is recognised that the Tenant may make provision for the boats of certain draught to be allocated to certain areas of the Marinas or Hatea River Pile Moorings for mooring purposes and that this process will mean that the depth requirements for different parts of the Marinas and River Pile Moorings will vary. The allocation of different depth zones for the Marinas and River Pile Moorings shallower than the formula set out in this Schedule is subject to the Landlord's consent, which consent shall not be unreasonably withheld.

EXECUTION

This lease was executed the 30th day of June 2014.

SIGNED for and on behalf of
WHANGAREI DISTRICT COUNCIL
 by

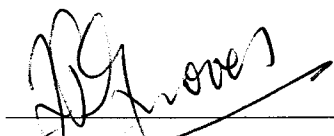
.....
 Authorised Officer
 in the presence of:

.....
Witness to complete in BLOCK letters

Name: **Gay Kerr**
 Address: **Property Officer**
 Occupation: **WHANGAREI**

EXECUTED by) A. Haber
WHANGAREI HARBOUR)
MARINA MANAGEMENT)
TRUST as lessee in the presence of:)

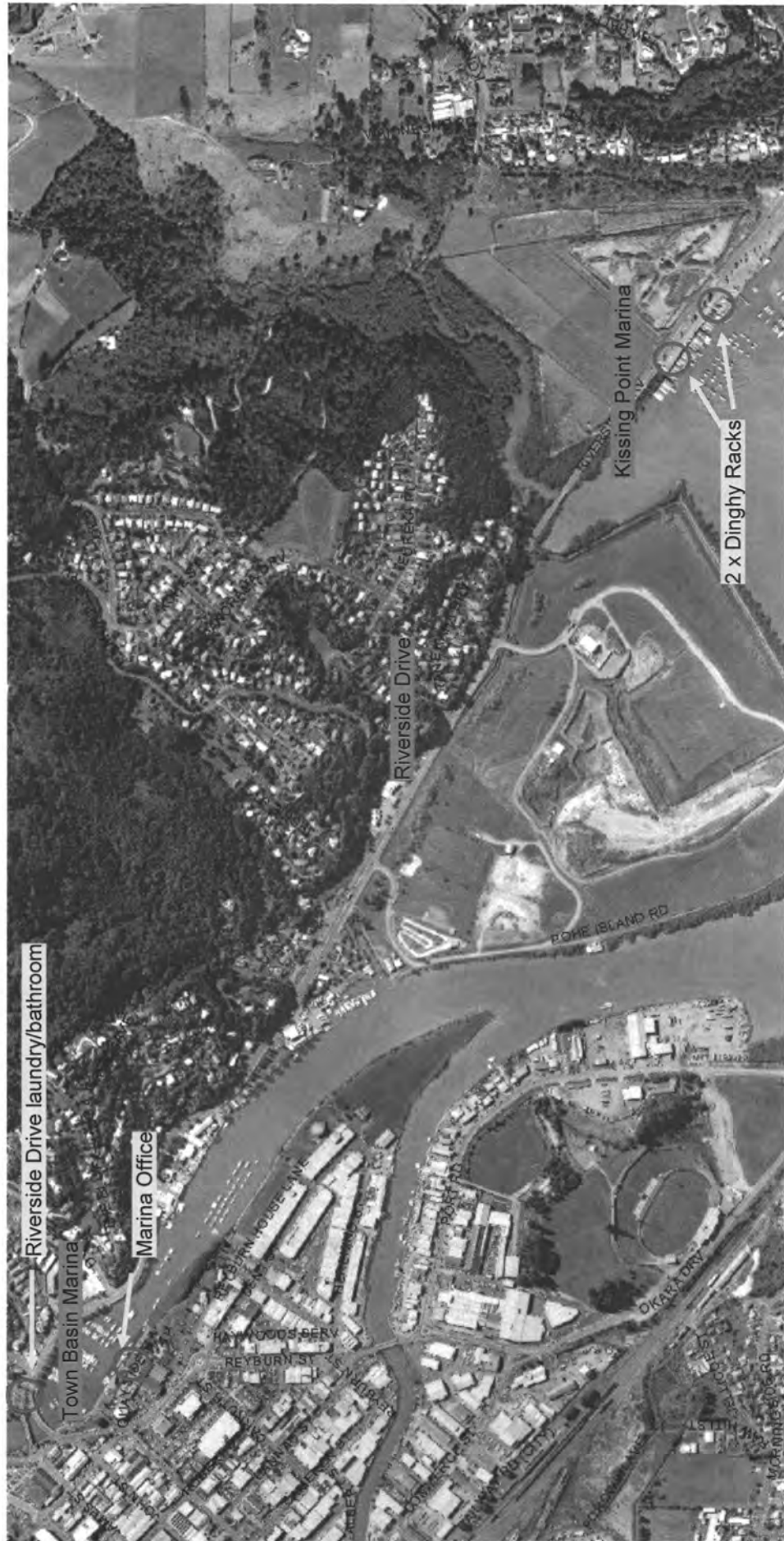
Witness

Signature: 

Name (in full): JOHN PHILIP GROVES

Occupation: RETIRED

Address: 54 HOKIA CRENSWORTH WHANGAREI



The License Areas

Page 2

Ground Lease: Riverside Drive laundry/bathroom facility
Clause 1.1 (2)



Ground Lease: 2 x Dinghy Racks - Kissing Point
Clause 1.1 (3)



Building Tenancy: Marina Office with toilets and laundry facility

Clause 1.1 (1)

**Dedicated Marina Berth: WDC use & occupancy**

Clause 32.1



Town Basin Wharf – (shown with in areas delineated in blue)
Clause 33.1



Plan B

Page 5

The Boating facilities as per First Schedule (shown within the areas delineated in red) Clause 1.2 (1)

Town Basin Marina – Boating Facilities

91 pontoon Berths, 17 Jetty/Wharf Berths & 73 Pile Berths

The Main Hatea Channel nominally 25m

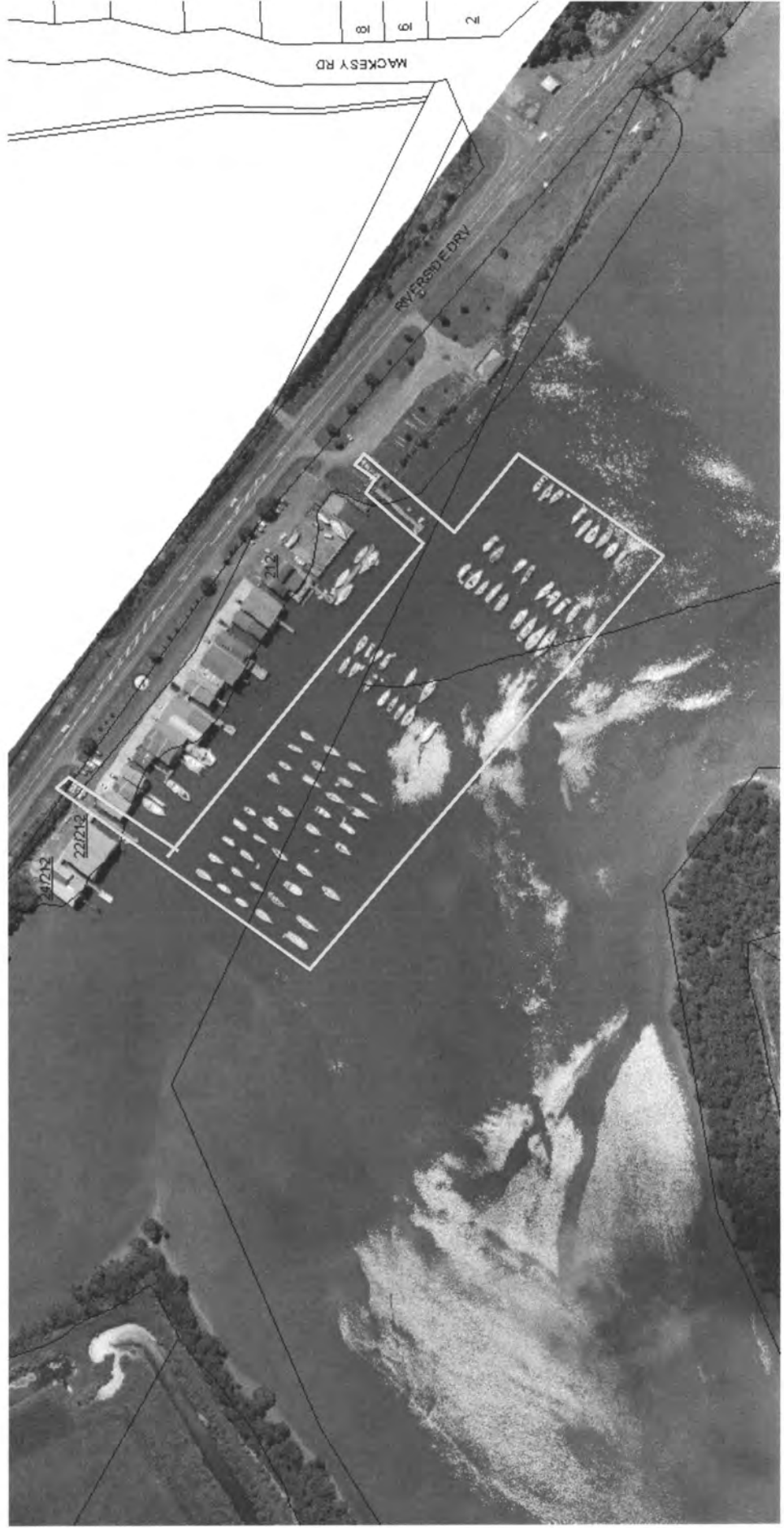
(Shown within the areas delineated in yellow) Clause 8.2 (i)

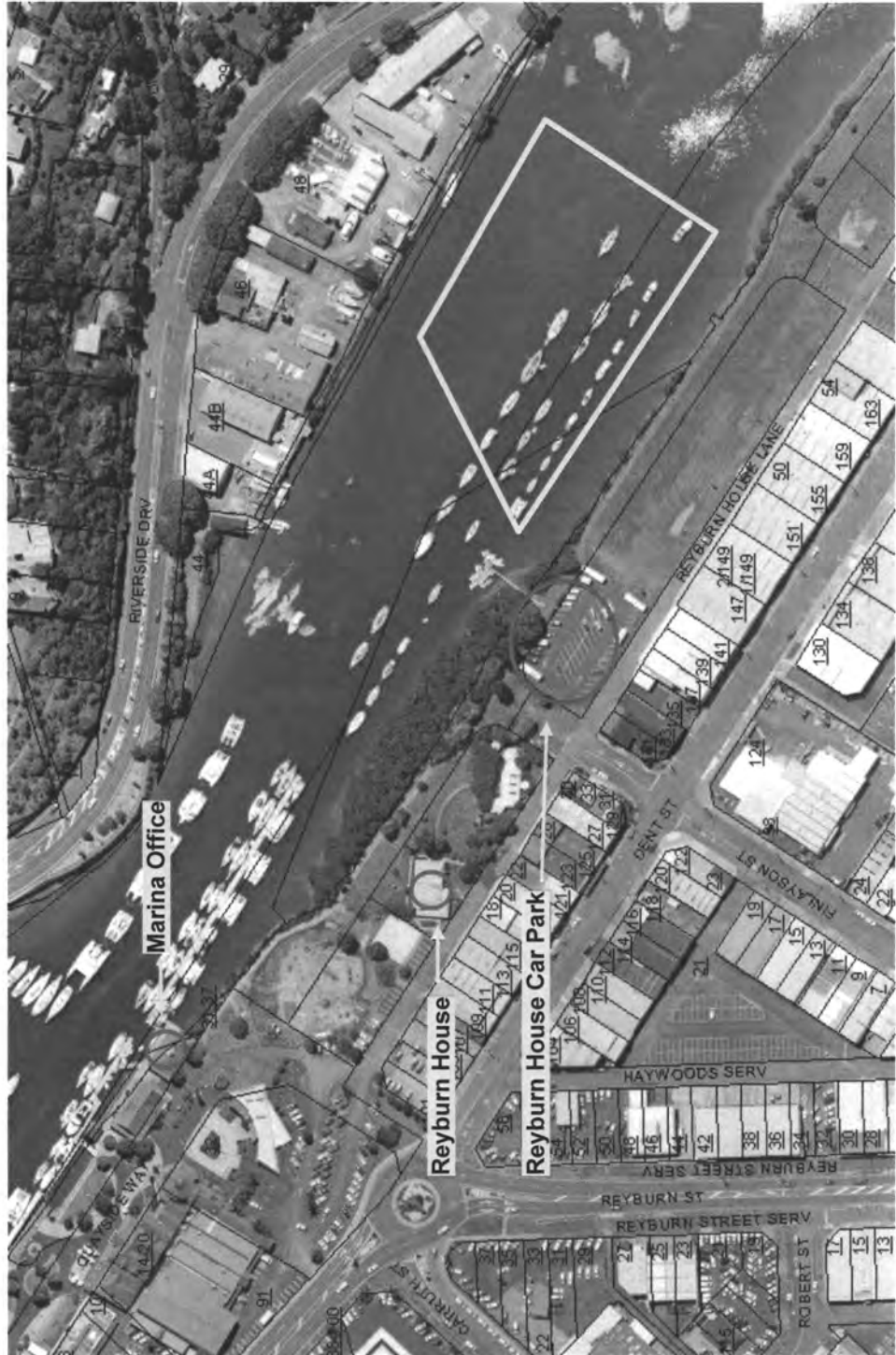


Kissing Point Marina – Boating Facilities

(shown within the areas delineated in yellow) Clause 1.2 (2)

103 Pile Moorings, 2 Dinghy Pontoons and 2 Dinghy Racks





DATED4th

November

2019

BETWEEN**WHANGAREI DISTRICT COUNCIL****("the Landlord")****A N D****WHANGAREI HARBOUR MARINA MANAGEMENT TRUST****("the Tenant")**

DEED OF RENEWAL OF LEASE

THOMSON WILSON
SOLICITORS
WHANGAREI
WDC W.750

DATED this

4th

day of

November

2019

BETWEEN WHANGAREI DISTRICT COUNCIL ("the Landlord")**A N D WHANGAREI HARBOUR MARINA MANAGEMENT TRUST** ("the Tenant")**WHEREAS:**

- A By Deed of Lease dated 30 June 2014 ("the lease") the Landlord leased to the tenant certain premises and boating facilities at the Landlord's Town Basin Commercial Development such being more correctly described in the lease.
- B. The term of the lease was five (5) years from 1 July 2014 and provided for three (3) rights of renewal of five (5) years duration each.
- C. The Tenant has sought and the Landlord has agreed to grant a renewal of the lease for a term of five (5) years from 1 July 2019.
- D. The Landlord and the Tenant have agreed that the annual rent payable for this renewed term will be:
 - 1. the sum of \$44,800.00 plus goods and services tax per annum for the Marina Management Office;
 - 2. the sum of \$500.00 plus goods and services tax per annum for the Laundry / Bathroom;
 - 3. the sum of \$1 plus goods and services tax per annum for the Dinghy Racks; and
 - 4. the sum of \$1 plus goods and services tax per annum for the Boating Facilities
 such areas being as described in the lease (hereafter globally the "Premises")

The Landlord and the Tenant covenant with each other that:

- 1. THE term of the lease is hereby renewed for a term of five (5) years from 1 July 2019.

2. THE rental payable for the Premises for the renewed term shall be \$45,302 plus goods and services tax per annum.
3. THE terms and conditions of the lease and the covenants of the parties for this renewed term shall be as set out in the lease save as herein provided.

IN WITNESS whereof these presents have been executed the day and year first hereinbefore written.

SIGNED for and on behalf of
WHANGAREI DISTRICT COUNCIL

by

.....
Authorised Officer
in the presence of:

.....
P. Weir

Witness to complete in BLOCK letters

Name: Christy Weightman CHRISTY WEIGHTMAN
Address: 10 MT PLEASANT RD, RAUMANGA
Occupation: EXECUTIVE ASSISTANT

SIGNED by **WHANGAREI HARBOUR)**

MARINA MANAGEMENT TRUST)

in the presence of:)

B. Gault

Witness

Signature:

Name (in full):

Occupation:

Address:

.....
Sharon Elizabeth Beck

Assistant Marina Manager

Whangarei Marine, 37 Quayside, Town Basin

.....

6.3 Temporary Road Closure – ANZAC Day Parade 2020

Meeting: Whangarei District Council
Date of meeting: 27 February 2020
Reporting officer: Petra Gray (Community Events Coordinator)

1 Purpose

To seek Councils approval of the proposal to temporarily close roads, to allow the ANZAC Day Parade to be held on Saturday 25 April 2020.

2 Recommendation/s

That Whangarei District Council,

1. Approves the proposal to temporarily close the following roads to ordinary traffic for the ANZAC Day Parade on the following date in accordance with the Transport (Vehicular Traffic Road Closure) Regulations 1965.

Saturday 25 April 2020

Bank Street, from Hunt Street to Water Street
Rust Avenue, from Whangarei Intermediate School to Bank Street
Cameron Street, from Bank Street to Rathbone Street
Rathbone Street, from Cameron Street to Robert Street
Robert Street, from Rathbone Street to Lauri Hall Carpark
Laurie Hall Carpark
Service Lanes, adjacent to the closed roads

Period of Closure: 4:00am – 8:00am

2. Approves the proposal to temporarily close the side roads off the roads to be closed for up to 100 meters from the intersection for safety purposes.
3. Delegates to the Chair of the Infrastructure Committee and General Manager Infrastructure the power to give public notice of these proposed temporary closures, to consider any objections and to either approve, cancel or amend any or all of the temporary road closures if applicable.

3 Background

Whangarei Returned and Services Association Inc. (RSA) are holding their annual ANZAC Dawn Parade and Service with an anticipated audience of 6,000. The parade forms at the RSA on Rust Avenue, before marching to Laurie Hall Park for the Dawn Service. At the completion of the service the parade returns to the RSA.

4 Discussion

Council Staff are working closely with the RSA and contractors to ensure a safe and well managed event.

Traffic management plans will be provided to Council prior to the event and implementation of the closures will managed by approved contractors.

4.1 Risks

Risks are managed through good event planning; the temporary road closures will enable event organisers to manage the risks around roadways and pedestrian areas.

5 Significance and engagement

The decisions or matters of this Agenda do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via Agenda publication on the website, Council News, Facebook and marketing by the event organisers.

6 Attachment

Temporary Road Closure Request Letter – ANZAC Day Parade 2020

Ms. P Gray
 Community Events Co-ordinator
 Whangarei District Council.
 Private Bag 9023
 Whangarei

03 February 2020

Dear Petra,

On behalf of the Whangarei Returned and Services Association Inc. I am writing to request a Road Closure for this year's ANZAC DAY Parade and March through the streets of Whangarei on the Saturday 25th April 2020.

The Parade will be scheduled to assemble in Rust Avenue and Alexander Street from 5.15am on the morning of the 25th April 2020.


The March off will start at 5.50am and will proceed along Rust Avenue, through the traffic lights into Cameron Street, turning left and proceeding down Rathbone Street to the traffic lights, turning left again into the Laurie Hall Park and around to the Cenotaph and War Memorial site. A Police car will be positioned at the front and rear of Parade Marchers. The same route will be taken for the return march back to Rust Avenue and the Whangarei Returned and Services Association Club rooms at approx. 6.45am.

I would request that the Road Closures be in place 5.00am at the following positions.....

- a/ Bank Street / Hunt Street corner down to Bank Street/ Vine Street/ Water Street intersection.
- b/ Rust Avenue from the bridge by the Whangarei Intermediate School to the Rust Avenue / Bank Street intersection.
- c/ Bank Street/Cameron Street intersection down into Rathbone Street and down to the Robert Street intersection traffic lights.
- d/ All of Laurie Hall Lane and Laurie Hall Park area from the Rathbone Street intersection.

I have attached a Plan of the streets etc to be closed for the morning and the times as listed above. If you have any questions or concerns, please contact me on 021 758 822 or by email kevin@whangareirsa.co.nz

Yours sincerely


 Kevin Peachey
 President

6.4 Direction setting for the 2019 – 2022 term

Meeting: Whangarei District Council
Date of meeting: 27 February 2020
Reporting officer: Rob Forlong (Chief Executive)

1 Purpose

To obtain formal endorsement for the Whangarei District Council's priorities for the 2019 - 2022 Triennium, in order to commence background work for the 2021 – 2031 Long Term Plan (LTP).

2 Recommendations

That Council:

1. Endorses the following priorities for the 2019 -2022 Triennium, for consideration through the 2021 – 2031 Long Term Plan:
 - Transport (Roothing and Public Transport),
 - Revitalising the City Core
 - Potential Northport expansion/Navy relocation
 - Sustainability (including waste minimisation)
 - Housing.
2. Notes the development of strategic planning and engagement programme

3 Background

Late last year councillors held a number of briefings and workshops to discuss WDC's priorities for the triennium. The initial briefing involved councillors splitting into groups with each group generating and ranking its own priorities. Councillors then went through a process to rank priorities collectively.

Following the initial prioritisation briefing councillors had a two day Strategy Session focused on identifying a 'desired target state'. From that session three strategic areas of focus were identified for the Chief Executive

This Agenda brings together the outcomes of those sessions, along with key developments since that time, before seeking formal endorsement.

While this is critical to ensuring direction and focus leading into the LTP, it is acknowledged that these workshops generated a long list of work programmes and projects that councillors are keen to see progressed. Staff will retain that list as an initial input into the commencement of the LTP.

It is also important to note that while the identification of priorities will provide direction leading into, and for consultation on, the next LTP there is nothing in this report that is inconsistent with, or compromises, priorities set out in the current 2018 – 2028 Long Term Plan.

4 Discussion

Council has taken two distinct steps in direction setting for the 2019 – 2022 term, identification of individual and collective priorities and development of strategic areas of focus. Potential for the Northport expansion/Navy relocation is directly aligned to these. Given recent announcements these initiatives are also discussed below.

4.1 Priorities

On reviewing the priorities generated by councillors in its initial briefing four came out quite clearly as:

- Transport (roading and public transport)
- Revitalising the Whangarei City Core
- Housing
- Sustainability (including waste minimisation).

The next level of priorities included:

- non roading infrastructure (recreation, water, wastewater, stormwater) and
- strengthening community hubs in rural and coastal areas.

Most priorities are activities where Council already has a role. However, for some Council is also reliant on others if we are to obtain meaningful improvement. For example, revitalising the City Core will require actions from Council, CBD businesses and property owners. Similarly, meaningful improvements in Housing will require Council, government, voluntary agencies and developers to work together.

For Housing work is required to determine Council's strategic/policy position, and the subsequent scope for Council involvement, influence and investment alongside partners. It is recommended that this be an early area of focus.

This work is already well under way for Transport, the City Core and Sustainability to provide a platform for Council and the community to consider though the LTP (i.e. in the case of Transportation where should levels of service sit, and what are the funding implications of a change?).

4.2 Strategic focus

The need for an integrated and planned strategic approach, and to work alongside others if we are to make meaningful improvements, came through strongly in subsequent the two day Strategy Session.

During that session councillors identified the 12 strategic areas they considered most important to achieving their desired state, before determining the three priority areas for the Chief Executive to focus on. These were:

- Physical assets: while a number of specific projects were included under 'physical assets' (examples included Civic Centre, Rural Roads, HAC and pensioner housing) the need for a strategic focus was identified.

- Strategic thinking and integrated planning: advice was sought from management on defining priority areas and developing thinking. Examples identified included City Core, urban and spatial planning and the Port
- Strategic engagement: elected members sought a process to define engagement priorities, roles and action plans with particular priority to government and the business community.

During these sessions there was consensus that financial management and Maori/hapu engagement should be givens, and while climate change was not in the 'target state' it was identified a priority to be picked up through work on strategic thinking and planning.

4.3 Planning for growth and the potential Northport expansion/Navy relocation

Whangarei District is experiencing a period of unprecedented and sustained growth, this is expected to continue. Council is now the eighth largest local body (by population) and home to around half of Northland's population.

While we are well placed through our Growth Strategy, District Plan and infrastructure work to manage this growth, more work will be required. Managing growth and proactive planning came through strongly in Council's priorities (all of which have an element of responding to growth), and the desire for strategic planning and engagement (particularly around the city core, urban and spatial planning and the Port).

In December 2019 the government decided to progress to the next step of looking at the long term future of the Ports of Auckland. In addition, the Ministry of Defence is assessing the future base requirements for the Royal New Zealand Navy. In doing so it has looked at its bases and has decided that it will either stay in Devonport, or move to Whangarei.

Northland is already growing strongly, and any significant expansion of Northport, or a move of the Navy, would increase rate and extent of growth in the District and more specifically around Ruakaka -Marsden. Matters such as road, rail, and airport infrastructure need to be planned and factored into future budgets.

These potential initiatives mean that it is important that we prioritise our planning so we are well prepared for significant expansion and associated growth, particularly in the Ruakaka/Marsden Point area.

Given the timing of announcements (after Council's prioritisation and Strategic Sessions), potential planning implications and the scale of investment required it is recommended that Northport expansion/Navy relocation be included in Council's priorities.

Council will be advocating for a large scale/comprehensive spatial planning programme from Whangarei to Auckland, similar to the existing Hamilton to Auckland Corridor Plan, as an early area of focus/initiative in it's strategic engagement programme. This would be a multi-stakeholder plan, with government agencies taking a lead role in developing and funding the outcomes of the plan.

4.4 Financial, policy and planning considerations

Work required to progress these matters for consideration through the LTP can be met from existing operational budgets. Further resourcing and/or policy changes required to implement them will be considered through future planning processes. Priorities will be considered against the well beings as work progresses and scope is determined.

5 Bringing it together/next steps

Brining the two sessions together, along with subsequent developments around Northport/the Navy, provides a framework for 'what we do' (Physical assets), how we do it

(strategic thinking and integrated planning) and 'who we need to partner with to deliver' (strategic engagement):

Physical assets

- Transport (roading and public transport)
- Revitalising the Whangarei City Core

Strategic thinking and integrated planning

- Housing
- Sustainability (including climate change mitigation/adaptation and waste minimisation)
- Potential Northport expansion/Navy relocation

Strategic engagement

- Strategic engagement, with particular priority to the role of key stakeholders (i.e. government, hapu and the business community) in the delivery of physical assets and the implementation of strategic planning.

The groupings are not mutually exclusive, and there is potential that they could change over time (i.e. strategic planning on a priority could occur alongside engagement and/or result in delivery of physical assets).

While it is the priorities that, if adopted by Council, will direct Council's discretionary effort and inform the upcoming LTP process, the development of strategic planning and engagement programme will be critical to meaningful delivery (particularly where partner involvement/investment is required).

If priorities are adopted it is proposed to instigate regular (at least six monthly) Strategic Briefings in order to:

- Progress/define the scope of work on priorities (it is proposed that 'Housing' be the focus of an early Strategic Briefing)
- Identify strategic physical assets, along with mechanisms for strategic/governance oversight
- Provide a dedicated forum to consider and progress strategic planning
- Develop a strategic engagement programme with key stakeholders (note: it is proposed that engagement on the potential for a large scale/comprehensive spatial planning programme from Whangarei to Auckland be the initial focus)

This work will sit alongside, and feed into, the consideration of priorities through the LTP process.

6 Significance and engagement

The decisions or matters of this Agenda do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via publication on the website.

6.5 Policy on Elected Members Allowances and Recovery of Expenses

Meeting: Whangarei District Council
Date of meeting: 27 February 2020
Reporting officer: Tracey Schiebli (Manager Democracy and Assurance)

1 Purpose

To approve the draft Elected Members Allowances and Recovery of Expenses Policy.

2 Recommendations

That Council:

1. Approves the draft Elected Members Allowances and Recovery of Expenses Policy.
2. Delegates to the Chief Executive the responsibility of updating the policy to reflect changes from the Remuneration Authority.

3 Background

The Remuneration Authority sets remuneration for elected positions in individual local authorities. It also sets the rules for reimbursement of costs met by members in undertaking their duties. Elected members of a local authority are entitled to receive other allowances at the discretion of their individual council.

The purpose of Council's Elected Members Allowances and Recovery of Expenses Policy is to set out the reimbursements set by the Remuneration Authority, and those additional allowances set by Council. Historically, policies required approval from the Remuneration Authority however this requirement was removed on 1 July 2018.

The current policy has not been reviewed by Council since August 2017.

4 Discussion

The current policy has been redrafted to streamline the document, separate allowances into those set by the Remuneration Authority and those set by Council, and to provide clarity on the process for making claims. A copy of the draft policy is included as **Attachment One**.

The changes to allowances include:

- Addition of the Hearing Fees Allowance as set by the Remuneration Authority.

- Removal of the allowance for member owned equipment, except for personal internet and telephone connections. Council provides members with a mobile phone, tablet and printer.

The Remuneration Authority issue updates to allowances from time to time. The Chief Executive will update the policy to reflect these changes, and make sure elected members are notified.

Taxable allowances have withholding tax deducted at source by payroll, at the rate indicated on members' IR330C. Clarification is being sought from Council's external tax advisor on which allowances are taxable. Appendix C of the policy (elected member allowance claims form) will be updated to show the tax status of each allowance once this is confirmed.

The next date for formal review of the policy is February 2023.

4.1 Financial/budget considerations

The addition of Hearing Fees Allowances will be an additional cost however the impact is not expected to be material and can be met within the 2019-20 Annual Plan operating budget.

5 Significance and engagement

The decisions or matters of this Agenda do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via Agenda publication on the website.

6 Attachment

1. Draft Policy on Elected Members Allowances and Recovery of Expenses



Whangarei District Council Policy

***Policy on Elected Members
Allowances and Recovery of
Expenses***

Policy 0054

Policy on Elected Members Allowances and Recovery of Expenses			
Audience (primary)	Internal	Business Owner (Dept)	Democracy and Assurance
Policy Author	T Schiebli, Manager Democracy and Assurance	Review date	February 2023

1. PURPOSE AND SCOPE

1.1 The purpose of this policy is to:

- Identify elected members allowances and entitlements
- Explain the approval process for reimbursement of expenses incurred by elected members whilst undertaking their duties during their term of office

1.2 Whangarei District Council's Democracy and Assurance department administers this policy.

For queries on the policy please contact:

Nicolene Pestana
Team Leader Democracy
Nicolene.pestana@wdc.govt.nz

1.3 Other Whangarei District Council documents containing information relevant to this policy include the:

- Elected Members' Code of Conduct
- Sensitive Expenditure Policy
- Travel Policy

2. TERM AND REVIEW OF POLICY

This policy was adopted by Whangarei District Council at its meeting on **INSERT**. The policy is due for review in February 2023 but may be amended prior to this date to incorporate changes resulting from a Determination of the Remuneration Authority. The policy remains current until superseded.

Reviewed/updated by:			
Date	Name	Designation	Status/Update
August 2017	Jason Marris	Governance Manager	Approved new version by Council
August 2018	Dominic Kula	Governance Manager	Updated amendments noted by Council
November 2018	Nicolene Pestana	Team Leader Democracy	Appendix C updated
June 2019	Nicolene Pestana	Team Leader Democracy	Appendix C updated
September 2019	Nicolene Pestana	Team Leader Democracy	Addition of Childcare Allowances and Recovery of Expenses Policy
February 2020	Tracey Schiebli	Manager Democracy and Assurance	Redrafted to streamline policy, and to align with Remuneration Authority 2019 Determination.

3. OVERARCHING PRINCIPLES

- 3.1 The guiding principles for expenditure are those contained in the Office of the Controller and Auditor General good practice guide “Controlling sensitive expenditure: Guidelines for public entities.” The expenditure should be subject to standards of probity and financial prudence that are to be expected of a public entity and able to withstand public scrutiny, both perceived and actual.
- 3.2 Elected members may incur expenses while on Council business, for which they can be reimbursed. Reimbursement and use of Council supplied resources apply only to elected members personally, and only while they are acting in their official capacity as elected members.
- 3.3 To be reimbursable, expenses must:
- have a justifiable Council-related business purpose; Council business means representing the Council at formal Council meetings, committee meetings, workshops, seminars, statutory hearings, training courses, site visits, meetings with staff, meetings with community groups and meetings with members of the public. It does not include events where the primary focus is on social activity or electioneering
 - be moderate and reasonable having regard to the circumstances, i.e. able to pass the test of being prudent use of ratepayers’ money under public scrutiny
 - be actual and justified by an original tax receipt
 - be approved by the relevant authoriser
 - be within relevant budget provisions
 - be presented on the approved Whangarei District Council claim form and signed as true and correct
 - be consistent with the rules set by the Remuneration Authority, who has responsibility under the Local Government Act 2002 to determine remuneration, expense and allowance rules for local authority members.
- 3.4 Transparency and accountability guide the reimbursement of elected members’ expenses. The Council’s internal audit work programme includes periodic testing of expense claims and allowances paid to elected members and staff. External auditors also regularly review elected members’ expenses. To ensure transparency, elected members’ expense claims under this policy are published on the Council’s website on an annual basis.

4. Allowances set by the Remuneration Authority

Elected members of a local authority are entitled to receive the following allowances at the discretion of their individual Council within the limits set by the Remuneration Authority:

- Vehicle Mileage Allowance
- Travel Time Allowance
- Communications Allowance
- Childcare Allowance

These allowances are reviewed annually by the Remuneration Authority.

Whangarei District Council pays these allowances in accordance with the limits set by the Remuneration Authority.

Criteria set by Remuneration Authority	Rates
<p>Vehicle Mileage Allowance</p> <p>A member's travel is eligible for the allowance if it occurs on a day when the member is not provided with a motor vehicle by the local authority and the member is travelling in a private vehicle on local authority business by the most direct route that is reasonable in the circumstances.</p> <p>If sought, the Mayor will be provided with a vehicle that will also be available for their partial or full private use. A deduction will be made from their salary as determined by the Remuneration Authority. The Mayor will then not be able to claim for vehicle mileage.</p>	<p>The allowance payable to a member for eligible vehicle mileage is:</p> <ul style="list-style-type: none"> (a) for a petrol or diesel vehicle: <ul style="list-style-type: none"> (i) 79 cents per kilometre for the first 14,000 kilometres of eligible travel in the determination term; and (ii) 30 cents per kilometre after the first 14,000 kilometres of eligible travel in the determination term: (b) for a petrol hybrid vehicle: <ul style="list-style-type: none"> (i) 79 cents per kilometre for the first 14,000 kilometres of eligible travel in the determination term; and (ii) 19 cents per kilometre after the first 14,000 kilometres of eligible travel in the determination term: (c) for an electric vehicle: <ul style="list-style-type: none"> (i) 79 cents per kilometre for the first 14,000 kilometres of eligible travel in the determination term; and (ii) 9 cents per kilometre after the first 14,000 kilometres of eligible travel in the determination term. <p>The vehicle mileage allowance reflects the kilometre rates, for self-employed people and employees, published by the Inland Revenue Department.</p> <p>Claim process</p> <p><i>The Democracy Team automatically calculate vehicle mileage allowance for elected member attendance at scheduled Council meetings, including briefings and workshops, based on attendance records. The allowances are paid via the payroll system.</i></p> <p><i>All other claims for vehicle mileage should be made on the form in Appendix C: Elected member allowance claims</i></p>

	<i>Claims approved by Manager Democracy and Assurance.</i>
<p>Travel Time Allowance All elected members except the Mayor are entitled to claim an allowance for time travelled within New Zealand on local authority business, provided:</p> <ul style="list-style-type: none"> the journey is by the quickest form of transport reasonable in the circumstances; the travel time exceeds one hour; the travel time does not exceed nine hours (including the first hour which is not covered) within a 24 hour period. <p>The allowance is available each day for any business on behalf of the Council or board or between the member's residence and an office of the Council or board. It is not available for overseas travel.</p> <p>An elected member of a local authority who resides outside the local authority boundary and travels to the local authority area on local authority business is eligible for a travel time allowance in respect of eligible travel time only after the member crosses the boundary of the local authority area after the first hour of eligible travel within the local authority area.</p> <p>Mayors are not entitled to claim a travel time allowance because their roles are deemed to be full time and they are remuneration accordingly.</p>	<p>The allowance payable to a member for eligible travel time is:</p> <ul style="list-style-type: none"> the rate of \$37.50 per hour in respect of any qualifying travel that confirms to the criteria. <p>Claim process <i>Appendix C: Elected member allowance claims.</i></p> <p><i>Claims approved by Manager Democracy and Assurance.</i></p>
<p>Communications Allowances The Remuneration Authority notes that elected members should not carry the costs of communicating with Councils or with ratepayers. It is the responsibility of each Council to decide the communications equipment needed to carry out its business effectively and efficiently.</p> <p>All equipment remains the property of Council and shall be replaced or updated at least triennially. Equipment shall be returned when elected members cease in office.</p> <p>The Remuneration Authority has a strong preference for direct provision of equipment, therefore WDC does not pay allowances for</p>	<p>WDC provides members with the following standard equipment:</p> <ul style="list-style-type: none"> mobile phone (android) tablet printer <p>Members can claim for reasonable amounts of standard paper and printer consumables.</p> <p>Annual allowance for members connections:</p> <ul style="list-style-type: none"> for the use of a home internet/broadband connection, \$400 per year for the use of a personal telephone plan, \$400 per year

<p>member owned equipment, except for personal internet and telephone connections. These allowances are paid in accordance with the Remuneration Authority limits.</p>	<p>Claim process <i>Appendix C: Elected member allowance claims.</i></p> <p><i>Claims approved by Manager Democracy and Assurance.</i></p>
<p>Childcare Allowance On 1 July 2019, the Remuneration Authority introduced a childcare allowance for local authority elected members who have responsibility for caring for children under the age of 14 years. The allowance is a contribution towards expenses incurred by the elected member for the provision of childcare while the member is engaged on local authority business.</p> <p>An elected member is eligible to be paid a childcare allowance if:</p> <ul style="list-style-type: none"> • they are the parent or guardian of the child, or is a person who usually has responsibility for the day-to-day care of the child (other than on a temporary basis); • the child is aged under 14 years of age; and • the childcare is provided by a person who <ul style="list-style-type: none"> ○ is not a family member of the member; ○ does not ordinarily reside with the member; and • they provide evidence satisfactory to the Council of the amount paid for childcare. 	<p>The allowance (reimbursement) payable to a member as a contribution for eligible childcare costs is:</p> <ul style="list-style-type: none"> • based on actual cost, up to a sum of \$6,000 per annum for each child under 14 year of age. <p>Claim process <i>Appendix B: Claim form for expenses covered by this policy. Evidence of actual cost is required to support the claim.</i></p> <p><i>Claims approved by Manager Democracy and Assurance.</i></p>
<p>Hearings Fees Elected members are entitled to receive additional payments for the following work:</p> <ul style="list-style-type: none"> • Resource consent hearings under the Resource Management Act 1991 (RMA) or the Housing Accords and Special Housing Areas Act 2013 (HASHA) • District Plan hearings • Regional Plan or Regional Policy Statement hearings. <p>These fees are not part of the governance remuneration pool covering Councillors'</p>	<p>The fees paid to a member for hearings are as follows:</p> <ul style="list-style-type: none"> • \$80 an hour for a hearing member; and • \$100 an hour for a hearing chair. <p>Preparation time is paid at the same rates as above (time not to exceed the time of the actual hearing)</p> <p>Claim process <i>Appendix C: Elected member allowance claims.</i></p>

<p>remuneration and positions of additional responsibility.</p> <p>There is no annual cap on the payment of fees for these hearings. The fees are paid in accordance with the Remuneration Authority limits.</p> <p>The Authority does not have any jurisdiction over fees related to alcohol licensing hearings. These are paid under the Sale and Supply of Alcohol Act 2012.</p> <p>Preparation time</p> <p>Elected members undertaking these hearings are also paid for preparation time. Preparation time to be reimbursed should not exceed the time of the actual hearing. Preparation time may include time for reading, attending onsite meetings, or attending prehearing briefings and meetings.</p> <p>Reimbursement will be at the same rates as those for actual hearings time. The chair of a hearing may also be paid for time spent writing up the decision or communicating for the purposed of the written decision.</p> <p>Mayors</p> <p>Generally, mayors are not able to receive fees for participating in resource consent hearings. Fees might be considered in exceptional circumstances if there is a shortage of experienced hearing commissioners on the Council and there is a significant hearing of a lengthy duration, which would create undue time pressure on the mayor or chair. In such circumstances, no fees should be paid without seeking prior approval from the Remuneration Authority.</p>	<p><i>Claims approved by Manager Democracy and Assurance.</i></p>
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5. Allowances set by Whangarei District Council

Elected members of a local authority are entitled to receive other allowances at the discretion of their individual Council. These allowances are set out below.

Criteria set by Whangarei District Council	Rates
<p>Entertainment and hospitality</p> <p>Elected members can be reimbursed for costs incurred while hosting official visitors to the Council, or while travelling on Council business. These costs include, but are not limited to, refreshments including alcohol.</p> <p>Any expenses claimed for alcohol when entertaining must be moderate and conservative.</p> <p>The Mayor may hold a purchasing or credit card to pay directly for any entertainment or hospitality expenses incurred while carrying out Council business. Full receipts and details of the names of parties entertained and reasons for the entertainment are to be provided. All expenditure on this card is approved by the Chief Executive.</p> <p>For guidance on expenses claimed in this category, refer to Council's Sensitive Expenditure Policy. Sensitive expenditure is spending that could be seen to give some benefit to an elected member or could be considered unusual for Council.</p>	<p>Claim process</p> <p><i>Appendix B: Claim form for expenses covered by this policy. Tax invoices are required for all claims.</i></p> <p><i>Claims approved by the Chief Executive.</i></p>
<p>Conferences, courses, seminars and training</p> <p>Elected members can apply to attend conferences, courses, seminars or training if these contribute to the Councillor's ability to carry out Council business.</p> <p>Payment can be made for actual and reasonable registration, travel, accommodation, meal and related incidental expenses including travel insurance.</p> <p>Claims must be in accordance with Council's Travel Policy.</p> <p>Payment cannot be made for purchases from hotel mini-bars and charges for in-room video or cable movies.</p> <p>Attendance at these events when held in New Zealand must be pre-approved by both the Mayor (or Deputy Mayor), and the Chief Executive.</p> <p>Attendance at these events when held overseas must be pre-approved by the Council.</p>	<p>Claim process</p> <p><i>These claims require pre-approval as described in the section of the left.</i></p> <p><i>Assistance with the paperwork can be provided by:</i></p> <ul style="list-style-type: none"> • <i>Mayoral EA (for Mayor and Deputy Mayor)</i> • <i>Chief Executive's EA (all other elected members)</i> <p><i>All travel and accommodation arrangements for elected members are made with the Council's preferred travel agents, at the most economic cost available at the time of booking, unless all travel costs are being met privately or by an outside party.</i></p> <p><i>Expense claims are approved by the Chief Executive (New Zealand events) and by Council (Overseas events). Tax invoices are required for all claims.</i></p>

<p>Taxis and rental cars</p> <p>Elected members may use taxis for Council business, instead of private vehicles or public transport, for safety/security reasons, and when travelling outside Whangarei if a taxi is the most appropriate form of transport.</p> <p>Taxis may not be used if significant travel distances mean that use of a taxi is not the most cost-effective option. Rental cars should be considered as an option in such circumstances.</p> <p>Taxi costs paid for directly by the individual for unanticipated travel within New Zealand or for international travel will be reimbursed on presentation of actual tax invoices.</p>	<p>Claim process</p> <p><i>Rental cars can be arranged by:</i></p> <ul style="list-style-type: none"> • <i>Mayoral EA (for Mayor and Deputy Mayor)</i> • <i>Chief Executive's EA (all other elected members)</i> <p><i>For taxi costs paid directly by the elected member use Appendix B: claim form for expenses covered by this policy. Tax invoices are required for all claims.</i></p> <p><i>Claims approved by Manager Democracy and Assurance.</i></p>
<p>Domestic air travel</p> <p>All elected members are entitled to utilise domestic air travel for Council related travel, where travel by air is the most cost-effective travel option.</p> <p>Travel must be in accordance with Council's Travel Policy.</p>	<p>Claim process</p> <p><i>Appendix A: Booking request and approval form</i></p> <p><i>Claims approved by the Chief Executive.</i></p>
<p>International air travel</p> <p>As a general policy all elected member international air travel is by way of economy class, where all or part of the costs of the fares are to be met by Council.</p> <p>Travel must be in accordance with Council's Travel Policy.</p> <p>Approval of the Council is required for exceptions, for example where Premium Economy (or any equivalent seating class) is desirable for health or other compelling reasons.</p> <p>Elected members are responsible for obtaining or renewing their passport and ensuring that it will not expire within six months following the return date of travel.</p>	<p>Claim process</p> <p><i>Appendix A: Booking request and approval form</i></p> <p><i>Overseas travel requires pre-approval from Council.</i></p>
<p>Exceptional circumstances accommodation for Council related meetings</p> <p>Elected members may arrange overnight accommodation when travel or business requirements do not allow for return on the same day.</p> <p>When traveling on Council business an elected member may stay in private accommodation. When this occurs, the elected member can be paid an allowance of \$50 per night to cover</p>	<p>Claim process</p> <p><i>Appendix B: Claim form for expenses covered by this policy. Tax invoices required for commercial accommodation claims but not for the private accommodation claim.</i></p> <p><i>Claims approved by the Chief Executive.</i></p>

<p>accommodation, breakfast and dinner expenses. This allowance is intended to be paid to the accommodation provider to cover at least a portion of the costs he or she may incur.</p>	
<p>Exceptional circumstances community expenses</p> <p>From time to time elected members may have unforeseen costs arise for items relating to community events. Examples include payment of koha or purchasing a wreath for attendance at a commemorative event.</p> <p>Reimbursement of such expenditure should be previously approved by the Chief Executive if known in advance. The items should be appropriate to the occasion and expenditure should be moderate and conservative.</p>	<p>Claim process</p> <p><i>Appendix B: Claim form for expenses covered by this policy. Tax invoices are required for all claims. For guidance on koha, contact the Chief Executive's EA.</i></p> <p><i>Claims approved by Chief Executive.</i></p>
<p>Other exceptional circumstance claims</p> <p>There may be times when expenses may be incurred that do not fall within the scope of this policy.</p> <p>On these occasions, reimbursement may be approved by the Mayor or Deputy Mayor and the Chief Executive jointly. If they feel the reimbursement is particularly sensitive, they can elect to pass it to Council for approval.</p>	<p>Claim process</p> <p><i>Appendix B: Claim form for expenses covered by this policy. Tax invoices are required for all claims.</i></p> <p><i>Claims approved by Mayor or Deputy Mayor, and the Chief Executive jointly. Alternatively passed to Council for approval.</i></p>
<p>Car parking</p> <p>Car parks at Forum North are provided for elected members for use for Council business only.</p> <p>Reimbursement will not be made for parking or other traffic violations.</p>	<p>Claim process</p> <p><i>Elected members will be issued with parking permits at the beginning of each term of Council.</i></p>

6. Process for payment of expense claims

Where pre-approval is required this must be obtained prior to incurring expenses.

All **completed claim forms** for expenses, accompanied by the relevant tax invoices should be forwarded **to the Democracy Team**. Forms are loaded on members tablets under WDC forms and are also available from the Democracy Team.

The claim will then be checked for compliance with this policy before being approved by the authorised approver.

All reimbursements are made to elected members via the payroll system. Withholding tax will be deducted from **taxable** allowances at the rate indicated on your IR330C.

Appendix A: booking request and approval form

To: HelloWorld Travel

Email: miranda.heta@travel.helloworld.co.nz

(Note: all questions must be completed)

Elected member name

(full Christian and surname)

_____ Phone _____ Ext _____

Email address

Reason for travel

Conference / Training / Technical Meeting / Government Dept meeting (please delete or add details)

Approval of Travel (refer

to policy for approval details)

Cost Code

_____ Natural Account

2021 – conference travel or
2391 – general business

Flight Destination

_____ **Date** _____

Preferred time of travel

_____ Please provide cheaper alternative if available ☐ yes ☐ no

Start time of event

_____ (to allow time for travel from airport to venue)

Return Flight to

Whangarei (or state if different) **Date** _____

Preferred time of travel

_____ Please provide cheaper alternative if available ☐ yes ☐ no

Air Points Number

_____ (if applicable)

Accommodation (nights)

_____ Style/location preference _____

Flight Type (domestic Only) - Highlight one option =>

Seat only

Seat and Bag

Flexitime

These descriptions mean that the package for each incurs no extra cost but note the more parts to the package the dearer it is.

Seat only

Seat plus
23 kg luggage

Seat, luggage & change
time

Shuttle required to / from airport

☐ yes ☐ no

Rental car required (NZ Rentals)

☐ yes ☐ no

If yes ☐ Manual ☐ Auto

Car hire dates required

Car type required e.g., Standard car , Mini van (please specify)

Do you wish to store your vehicle at Whangarei Airport?

Yes ☐

Vehicle Reg

No ☐

No

Type

Notes and/or special needs or instructions:

Approval (refer to section 6 of this policy for required approval)

Name (print)

Signature

Date

Appendix B: Claim form for expenses covered by this policy

Employee No. _____

From (print name) _____ Date _____

Purpose of travel, allowance and/or expense	
--	--

at (city) _____ **on (dates)** _____

Expenses	Cost Centre	Natural account	\$	c
Tax invoices must be provided for a claim to be accepted. An EFTPOS receipt is not a tax invoice – refer to note below				
Total	Total \$			

I certify that the above claim is correct, reasonable and complies with the Policy for Allowances and Reimbursement of Expenses to Elected Members

Signed _____ Date _____

(Claimant)

I certify that this claim appears reasonable and complies with the Policy for Allowances and Reimbursement of Expenses to Elected Members.

Please arrange reimbursement. Cost Centres Signed _____ Date _____
Councillors 15001 (Manager Democracy and Assurance (where required))
Mayor 19500

I certify that this claim appears reasonable and complies with the Policy for Allowances and Reimbursement of Expenses to Elected Members.

Please arrange reimbursement. Cost Centres Signed _____ Date _____
Councillors 15001 (Chief Executive (where required))
Mayor 19500

I certify that this claim appears reasonable and complies with the Policy for Allowances and Reimbursement of Expenses to Elected Members.

Please arrange reimbursement. Cost Centres Signed _____ Date _____
Councillors 15001 (Mayor or Deputy approval (where required))
Mayor 19500

Note Tax Invoice must have:

- the words 'tax invoice' in a prominent place
- the name and GST number of the supplier
- the date the tax invoice was issued
- a description of the goods and/or services supplied
- the total amount payable for the supply
- a statement that GST is included if not stated separately.

Appendix C: Elected Member Allowance Claims

Elected Member Name:

[illegible]

TOTAL CLAIMED _____

Note: The vehicle mileage rate is 79 cents per km for all petrol, hybrid and electric vehicles for the first 14,000kms. Once the 14,000 km threshold for any financial year has been met the rate payable for km's claimed reduces to 30c per km for petrol or diesel vehicles, 19c per km for petrol hybrid vehicles and 9c per km for electric vehicles. Elected members will be advised when the threshold is met with the amount due being adjusted by staff if necessary.

I certify that the above claim is correct

Signed _____ Date _____

(Claimant)

I certify that this claim appears reasonable and complies with the Policy for Allowances and Reimbursement of Expenses to Elected Members

Please arrange reimbursement. Cost Centre 15001 Natural Acct 2042

Signed _____ Date _____

(Manager Democracy and Assurance)

I approve this claim for expenses.

Signed _____ Date _____

(Chief Executive)

6.6 Civic Centre – Review of Scope and Budget

Meeting: Whangarei District Council
Date of meeting: 27 February 2020
Reporting officer: Alan Adcock (General Manager – Corporate/CFO)

1 Purpose

To approve the revised scope for the new Civic Centre and increase the project budget to enable its construction.

2 Recommendations

That the Whangarei District Council:

1. Note that current population statistics show higher recent population growth than previous projections.
2. Note that the effect of the increased population is that the Civic Centre will need to be considerably larger than previously considered.
3. Resolve to use the Accommodation Schedule in this report as the basis to enter the Civic Centre design phase.
4. Increase the Civic Centre project budget by \$10 million, with the increase to be allocated to the 2021/22 financial year.

3 Background

The Civic Centre project was consulted on during the development of the 2018 – 2028 Long Term Plan (LTP). At that time, it was envisaged that a building of approximately 5,000 to 5,500 m² for up to 350 staff would be an adequate for a reasonable time into the future. A project budget of approximately \$38 million was included in the LTP, with project completion expected in 2020/21.

Since then, the project has faced some delays while the building site was selected. There has also been a substantial increase in the number of staff to accommodate, due to:

- The district's population growing faster than expected, as there is a direct correlation between growth in WDC staff numbers and the population.
- Increased economic activity, with a corresponding increase in regulatory and compliance staff.
- Changes in the mix of part-time and full-time staff.

- The establishment of the Northland Transportation Alliance (NTA), with the co-location of approximately 80 staff from Whangarei, Kaipara and Far North District Councils, Northland Regional Council and the NZ Transport Agency.
- The possibility of other shared services being based in Whangarei.

When the Request for Proposal for the project was issued in November 2018, it was stated that assumptions about the project scope would “need to be re-validated in the detailed planning stage”.

In the interim period extensive work has gone into defining both current and anticipated needs in the context of the increased numbers required to be housed.

This work was led by Cachet Group, who were initially engaged to complete a utilisation study, where usage of the current work spaces and meeting rooms was recorded. Analysis of usage patterns was used to determine the optimum size and number of meeting rooms, collaboration spaces and workstations for various scenarios.

Spaces for specialised needs, such as storage for health and safety equipment and clothing, general storage areas, changing facilities etc. were then determined. This established the basis for a detailed accommodation schedule to be developed that could be passed over to the architect to commence the detailed design process against a re-defined scope.

Another factor to consider is the continued escalation in construction costs since the LTP was adopted. This has also placed pressure on the original budget.

While the proposed change in scope and budget is considerable, it should be considered in the context of the rapid growth in the district, the potential impacts of Central Government’s recently announced infrastructure development for the roading and rail networks and the potential relocation of parts of the Ports of Auckland and the New Zealand Navy. Allowing additional capacity now in the Civic Centre, which has to serve our community for many years to come, is both prudent and cost-effective in the long term.

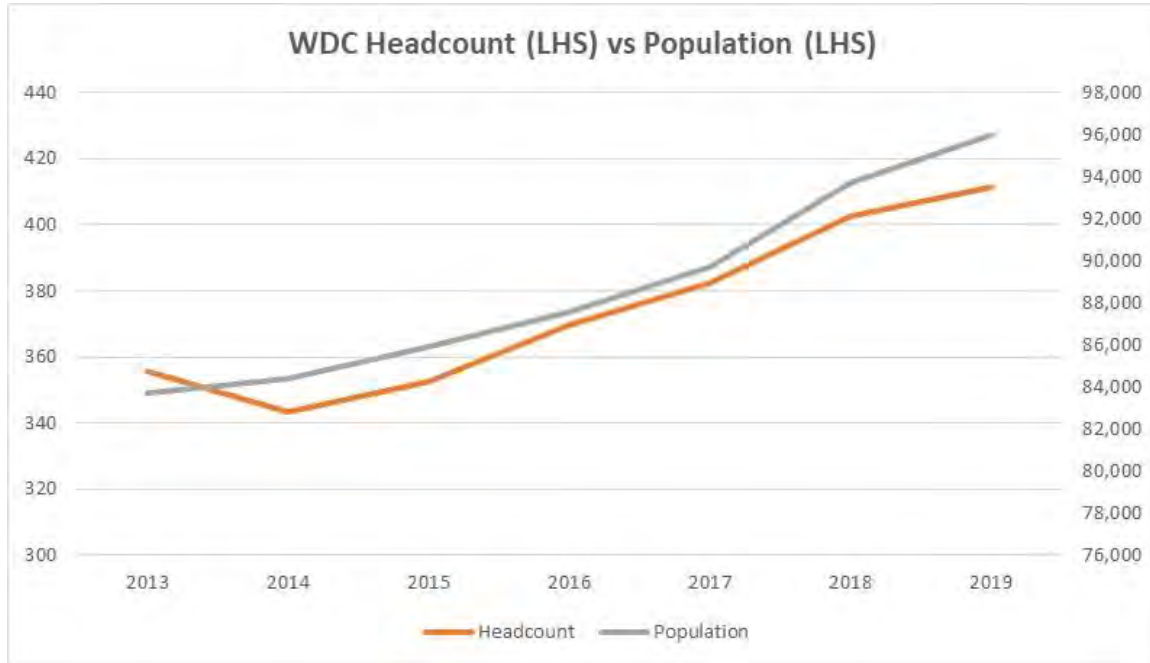
4 Discussion

Defining the requirements

Most aspects of the Civic Centre are influenced to some extent by the size of the District’s population. For example, the democratic processes centred around the Council Chamber have to cater for the number of elected members needed to serve the district, as well as catering for the number of residents and ratepayers that attend meetings or civic functions. As the district’s population grows, the space required to meet these needs will grow, albeit slowly.

Staff numbers needed to support our growing population

However, there is a more direct correlation between population growth and the number of council staff as shown in the graph below.



After taking this strong (98%) correlation into account, future population projections were then used to estimate likely staff numbers into the future. A number of other factors were then considered to determine the number of workstations that would be needed:

- Staff location i.e. those in the Civic Centre vs. those in other facilities (e.g. Library, Water Treatment etc.)
- Mix of full-time and part-time staff
- Potential for 'hub and spoke' model in the future e.g. satellite building in Bream Bay area
- Desk sharing e.g. hot-desking within specified zones, part-time staff sharing
- Impacts of working from other locations e.g. from home
- Need to accommodate non-WDC staff e.g. NTA, contractors on projects.

These issues have the potential to both add and reduce demand for workstations, with numerous unknowns which add uncertainty to our planning.

The Accommodation Schedule Report (Attachment 1) considers these matters and concludes that allowance should be made for 470 workstations. This would provide an initial buffer of spare desks and allow various initiatives to be implemented to cope with growth in the future.

This workstation allowance was then used to extrapolate a full schedule of requirements that was used to define the elements for each floor plate and associated services. Together with specialised spaces, such as the Council Chambers, Customer Service areas and general amenities, a complete schedule of the building elements was prepared.

This led to an overall requirement for a Gross Floor Area of 7,800m², with a Net Lettable Area of 7,000 m² (previously 5,000 to 5,500 m²).

Construction costs

Work was also completed to assess the likely construction cost per m² given the elements sought in the completed building. For example, these include:

- Building constructed to Importance Level 3 (see note below)
- Sustainable/Green elements to 5/6 Green Star level
- Allowing flexibility of internal configuration
- Use of glass (natural light) and air circulation (reduced air conditioning)
- Easy access to external facades for cleaning and maintenance.

Note: Importance Level 3 is defined in the NZ Building Code for building types “of a higher level of societal benefit or importance, or with higher levels of risk-significant factors to building occupants. These buildings have increased performance requirements because they may house large numbers of people, vulnerable populations, or occupants with other risk factors, or fulfil a role of increased importance to the local community or to society in general”.

Assessments were made by the construction company (CANAM) as well as an independent Quantity Surveyor (BBD). After considering their advice, which included an assessment of the results of the geotechnical study, the expected range of construction and base fit-out costs is \$6,000 to \$6,500 per m².

Budget implications

The original project budget of \$38 million is clearly insufficient given the increased scope of the project and allowance for projected construction and fit-out costs.

While detailed costings will not be available until the initial designs have been completed, approval is sought to increase the budget by \$10 million, which will allow for construction and base fit-out of the building.

The additional amount would not be required until the 2021/22 financial year, meaning this increase would have no impact on the 2020/21 Annual Plan and would be incorporated into the 2021/31 Long Term Plan

5 Significance and engagement

While the recommended changes to the scope will lead to a considerable increase in the project's budget, the proposed changes fall below the threshold for being a 'significant' issue, thus triggering the need for further public consultation before a decision is made. For an issue to be considered 'significant' it must trigger two or more of these criteria. Analysis is included in the table below:

Criteria	Impact	Analysis
Impact on Council's direction	Major and long-term	Will allow project's original planned impact direction to be maintained
Change in Council's current level of service	Major and long-term	Will allow projects original planned impact on service levels to be maintained
Level of public impact and/or interest	Major and districtwide, or Major for an identified community of interest	<p>While there has been some public interest in the project to date, there were 422 submissions on the project in the 2018/28 Long Term Plan, with a small proportion of these commenting on the project's cost.</p> <p>Comment about the project was made during the 2019 elections, but it did not appear to be an issue that raised widespread concerns in the district at that time.</p> <p>While it is anticipated that some will voice concerns about the scope change and corresponding budget increase, this is not expected to trigger this criterion.</p>
Impact on Council's capability (non-cost)	Major and long-term	Will allow projects original planned impact on capability to be maintained
Net financial cost/revenue of implementation, excluding any financial impact already included in a Long-Term Plan / Annual Plan	Net capital expenditure >10% of total rates in year commenced, and/or Net operating expenditure >2.5% of total rates in year commenced	The increase of \$10 million, which will be incurred in 2021/22, represents 9% of the budgeted Rates revenue of \$111 million.
<i>Note: This analysis considers the impact of the proposed change to the project, rather the original project</i>		

The decisions or matters of this agenda therefore do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda publication on the website. Proactive contact will also be made with local media.

6 Attachment

Accommodation Schedule Report

Whangarei District Council Civic Centre Accommodation Schedule Report

30.01.2020 REV 1.0

C A C H E T

Scope and Basis of Document

Scope

This document sets out the initial space demand and accommodation schedule for the WDC Civic Centre building.

Basis of this document

The contents of the accommodation schedule is based on the information obtained during the following documents and activities:

Activity	Scope	Reference	Date
Review aspirational briefing provided by TBIG	<ul style="list-style-type: none"> Understand aspirational briefing and how it may impact future spatial requirements 	<ul style="list-style-type: none"> Aspirational briefing document 	Aug 2019
Workplace experience survey	<ul style="list-style-type: none"> Online survey giving every employee the opportunity to provide feedback about: work style(s), organisational culture, work environment; and the impact of these on their productivity. An efficient way to bring all employees into the workplace change process and provides valuable information for the employee change engagement programme. Evaluate workplace quality in relation to employee productivity, measure project success pre to post 	<ul style="list-style-type: none"> Refer to summary report for details 	Aug – Oct 2019
Utilisation study	<ul style="list-style-type: none"> Analysis of mobility patterns and work styles by department and organisation wide. Percentage of time different work spaces are occupied compared to their availability Information to better determine space demand and allocation of resources Hard data to make the business case 	<ul style="list-style-type: none"> Refer to summary report for details 	Aug – Oct 2019
Functional and cross functional interviews	<ul style="list-style-type: none"> Understand business unit specific requirements Understand current facilities and technology status, and future intentions Understand opportunities to improve 	<ul style="list-style-type: none"> Refer to summary report for details 	Aug – Oct 2019
Desktop review	<ul style="list-style-type: none"> Detailed evaluation of existing space Benchmark existing space 	<ul style="list-style-type: none"> Refer to summary report for details 	Aug – Oct 2019
Review initial draft accommodation schedule with project team	<ul style="list-style-type: none"> Discuss and review draft accommodation schedule 	<ul style="list-style-type: none"> Refer to presentation documentation 	31.10.2019
Based on project team feedback, develop scenarios A, B, C1, C2, D1, D2, E1	<ul style="list-style-type: none"> Discuss and explore different scenarios around the provision of work points and shared amenities 	<ul style="list-style-type: none"> Accommodation schedule scenarios 	Nov – Dec 2019
Final review draft accommodation schedule scenario E2	<ul style="list-style-type: none"> Final draft accommodation schedule review 	<ul style="list-style-type: none"> Accommodation schedule scenario 	24.01.2020
Issue accommodation schedule report REV 1.0			30.01.2020

Aspirations

Opportunities Interview Summary

SPATIAL

- Co-locate teams / groups that collaborate regularly
- Design a space that reflects Maori presence and history of the region
- Better staff facilities, e.g. end of trip, suitable sized staff Breakout Kitchen with access to outdoor area
- More informal collaboration and meetings spaces
- Create a workplace environment that engages staff and attracts future workforce
- Facility that can be easily maintained (cleanliness, durability, accessibility)
- Space that engages the community
- Improved security access / separation to staff areas

CULTURAL / PROCESSES

- Ability to work remotely
- Promote the district with zero emission environmental building
- Improve culture of collaboration and communication between teams and across all levels

TECHNOLOGY

- IT standardisation across workspace and meeting rooms
- Energy efficient building and building monitoring system, sustainability initiatives and methodology

Design Principles

Design Principles

- **Transparency. Use of glass for enclosed spaces**
- **Workspaces.**
 - Access to daylight for all open workspaces
 - Allocate small rooms not at the façade, rather at the core
 - Encourage users to use stairs instead of elevators
 - Allocate shared amenities (in particular meeting rooms) close to the vertical circulation. This will facilitate an easy access for all users
 - The workspace areas should support a user capacity of 7.00 m² / HC
 - Maximise wall space for user project work
- **Support flexibility.**
- **Standardisation. Prioritise standardised solutions over highly customised design solutions**
- **Tidy and easy to maintain.**
 - Hygiene is an important aspect. Easy to clean surfaces and finishes
 - Easy access. Technology and building maintenance components should be easily accessible
 - Façade should be easy to clean

HC Forecast & Futureproofing Strategies

HC Current

140

CACHET

Row Labels	Casual	Full Time	Part Time	Grand Total
Community Group	1	27	4	32
Community Development Department	0	5	2	7
Customer Services Department	1	20	2	23
No Department Specified	0	2	0	2
Venues and Events WHANGAREI Department	0	0	0	0
Corporate Group	5	79	12	96
Business Improvement Department	0	10	3	13
Business Support Department	3	14	3	20
Communications Department	0	10	1	11
Finance Department	1	11	0	12
ICT Department	0	19	0	19
No Department Specified	0	2	0	2
Revenue Department	1	13	5	19
Infrastructure Group	3	57	4	64
Infrastructure Development	0	18	1	19
Infrastructure Planning and Capital Works	3	13	1	17
No Department Specified	0	2	0	2
Parks and Recreation Department	0	8	0	8
Waste and Drainage Department	0	10	0	10
Water Services Department	0	6	2	8
Mayor & Councillors	0	0	0	0
No Department Specified	0	0	0	0
No Group Specified		2		2
No Department Specified	0	2	0	
Northland Transportation Alliance	0	53	0	53
Business Performance & Support Department		4		
Capital Works and Procurement Department - NTA		11		
Maintenance and Operations Department		17		
No Department Specified		3		
Strategy and Planning Department - NTA		18		
NTA WDC Only		23		
People and Capability Department	0	6	3	9
No Department Specified	0	6	3	9
Planning & Development Group	3	74	21	98
Building Control Department	1	38	10	49
District Development Department	0	4	0	4
District Plan Department	1	6	4	11
Health and Bylaws Department	0	9	0	9
No Department Specified	0	2	0	2
RMA Consents Department	1	15	7	23
Strategy & Democracy Group	0	22	3	25
Democracy and Assurance Department	0	10	2	12
Maori Relationships Department	0	3	0	3
No Department Specified	0	2	0	2
Strategy Department	0	7	1	8
Grand Total WDC ONLY	12	267	47	326
Grand Total WDC and NTA WDC Only	12	290	47	349
WDC + ALL NTA (WDC+ Non WDC Employees)	12	343	47	402
ALL NTA (WDC+ Non WDC Employees)				
NTA Only		53		
NTA WDC Staff only		23		

Future HC and Workpoint Demand Scenario

Scenario: WDC + NTA employees

Assumption: +2% year on year HC Growth Forecast

Future Proofing Strategy:

1. Use estimated HC of 427 for 2022 as a baseline assumption
2. Provide one work point per person on day one +10% work point buffer (i.e. total of 470 workpoints) to absorb future growth until 2027
3. When the HC reaches 470; convert part-timers and casuals to desk sharing at a sharing rate of 70%. This allows a further growth until 2030
4. When the HC reaches 500 (estimated 2030), convert all staff to desk sharing. Initial sharing ratio of 80% adjust sharing ratio to 75% if needed.

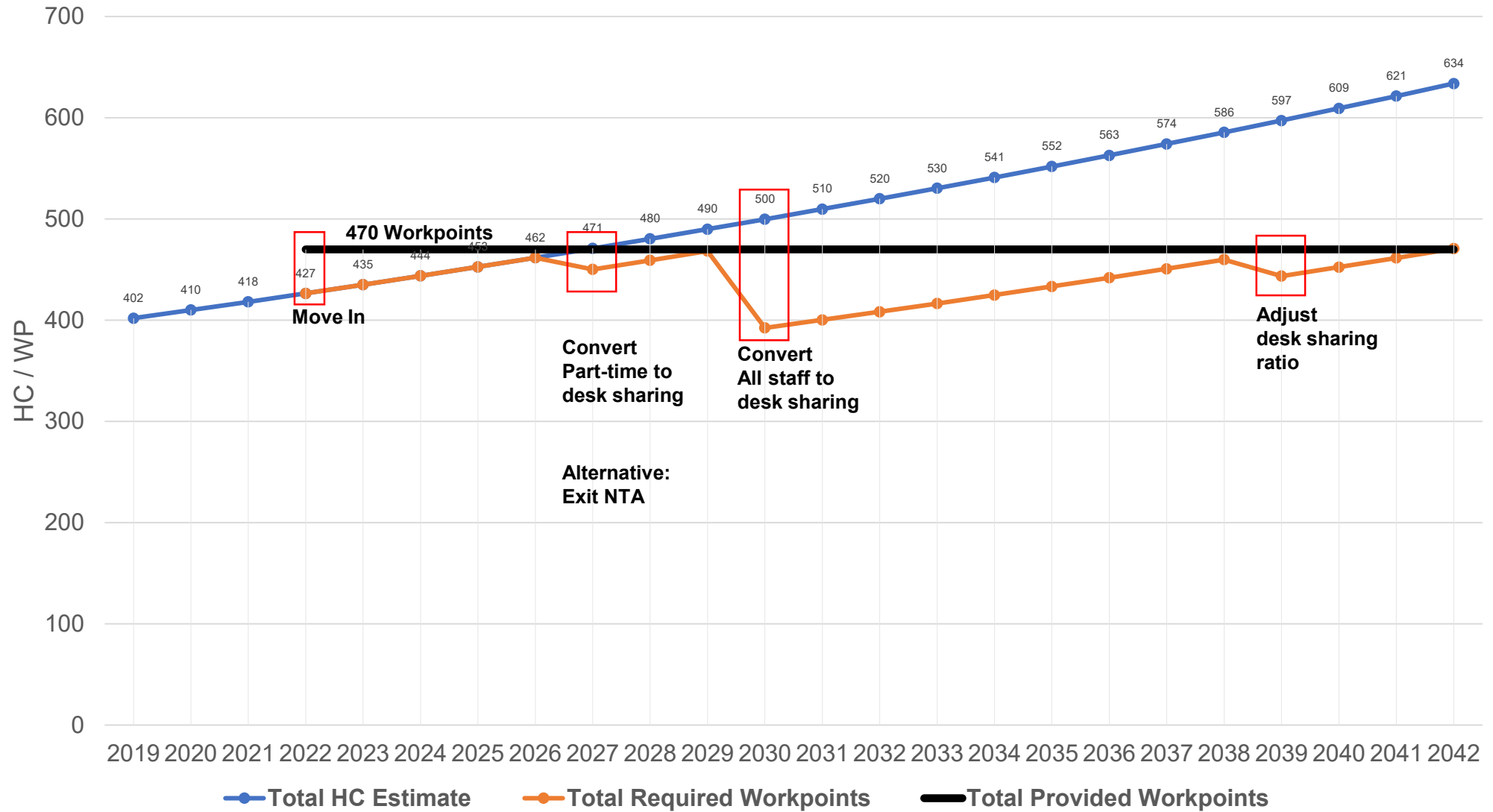
Based on 2% year on year growth rate, this should allow the organisation to grow until 2041

5. In the future WDC may transition to a 'hub and spoke' model to absorb future growth

2% GROWTH	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
NTA (ALL)	76	78	79	81	82	84	86	87	89	91	93	94	96	98	100	102	104	106	109	111	113	115	117	120
WDC	326	333	339	346	353	360	367	375	382	390	397	405	413	422	430	439	448	456	466	475	484	494	504	514
WDC (Part-time / Casuals)	59	60	61	63	64	65	66	68	69	71	72	73	75	76	78	79	81	83	84	86	88	89	91	93
WDC Full Time	267	272	278	283	289	295	301	307	313	319	325	332	339	345	352	359	367	374	381	389	397	405	413	421
Total HC Estimate	402	410	418	427	435	444	453	462	471	480	490	500	510	520	530	541	552	563	574	586	597	609	621	634

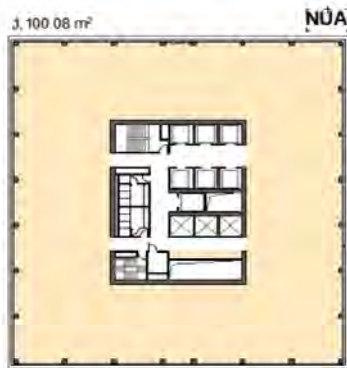
Sharing Ratio Full Time		100%	100%	100%	100%	100%	100%	100%	100%	80%	80%	80%	80%	80%	80%	80%	80%	80%	75%	75%	75%	75%
		100%	100%	100%	100%	100%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
	Required Workpoints	364	371	379	386	394	402	410	418	341	348	355	362	369	377	384	392	400	382	390	398	406
	Required Workpoints Shared	63	64	65	66	68	48	49	50	51	52	53	54	56	57	58	59	60	61	63	64	65
	Total Required Workpoints	427	435	444	453	462	450	459	468	393	400	408	417	425	433	442	451	460	444	453	462	471
	Workpoint Buffer %	10%																				
	Workpoint Buffer	44																				
	Total Provided Workpoints	470																				
Maximum HC Building Capacity Based	Max Sharing Ratio: 75%	627																				

HC / Workpoint Demand Forecast Scenarios



Draft Accommodation Schedule

Space Definition: NUA, NLA, GFA



Net Usable Area (NUA) definition:

Generally the space available for full unrestricted occupational use, typically excludes all columns, core stair/lifts and spaces in front of lifts for circulation, measure to the inside face of walls and windows and sills, excludes toilets

Net Lettable Area (NLA) definition:

NLA (measured in square metres) is the floor space between the internal finished surfaces of permanent internal walls and the internal finished surfaces of dominant portions of the permanent outer building walls. It generally includes window frames and structural columns and excludes toilets, cupboards, plant/motor rooms and tea rooms where they are provided as standard facilities in the building. It also excludes areas dedicated as public spaces or thoroughfares such as foyers, atrium and building service areas.



Gross Floor Area (GFA) definition

(GFA) is the sum of the gross area of the several floors of all buildings on a site, measured from the exterior faces of the exterior walls. In particular, gross floor area includes:

- Basement space, except as specifically excluded by this definition;
- Elevator shafts, stairwells and lobbies at each floor unless specifically excluded by this definition;
- Interior roof space, providing headroom of 2.4m or more whether or not a floor has been laid;
- Floor spaces in interior balconies and mezzanines
- Floor space in terraces (open or roofed), external balconies, breezeways, porches if more than 50% of the perimeter of these spaces is enclosed, except that a parapet not higher than 1.2m or a railing not less than 50% open and not higher than 1.4m shall not

<http://www.aucklandcity.govt.nz/council/documents/district/Part13.pdf>



NUA / NLA Ratio: measures the efficiency of the useable and lettable space - typically ranges between 90% to 95%

NUA / GFA Ratio: measures the efficiency of the useable space and Gross Floor Area- typically ranges between 78% - 86%

NUA, NLA, GFA Examples

Example 1



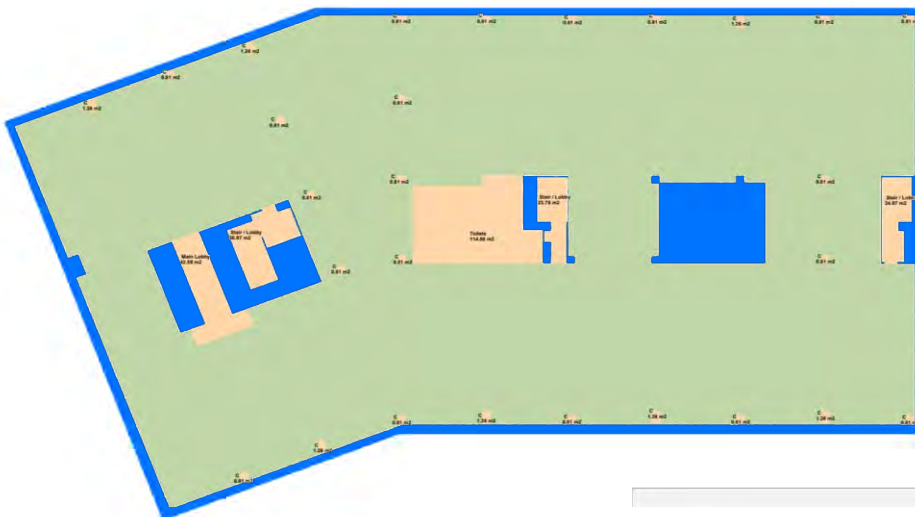
Example 1

NUA	1,100.00m ²
NLA	1,211.79m ²
GFA	1,419.00m ²

NUA / NLA Ratio	91%
NUA / GFA Ratio	78%

Example 2

NUA / NLA / GFA Overlay



Example 2

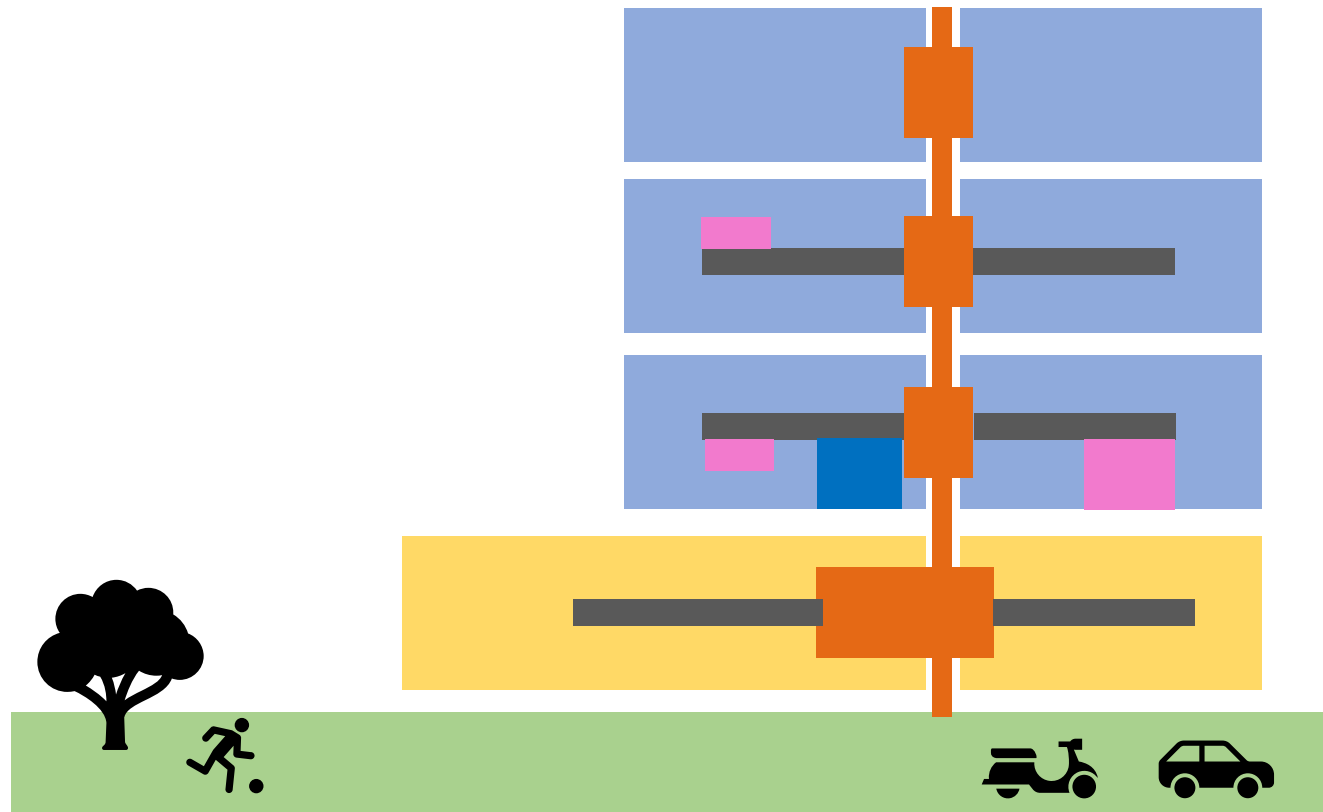
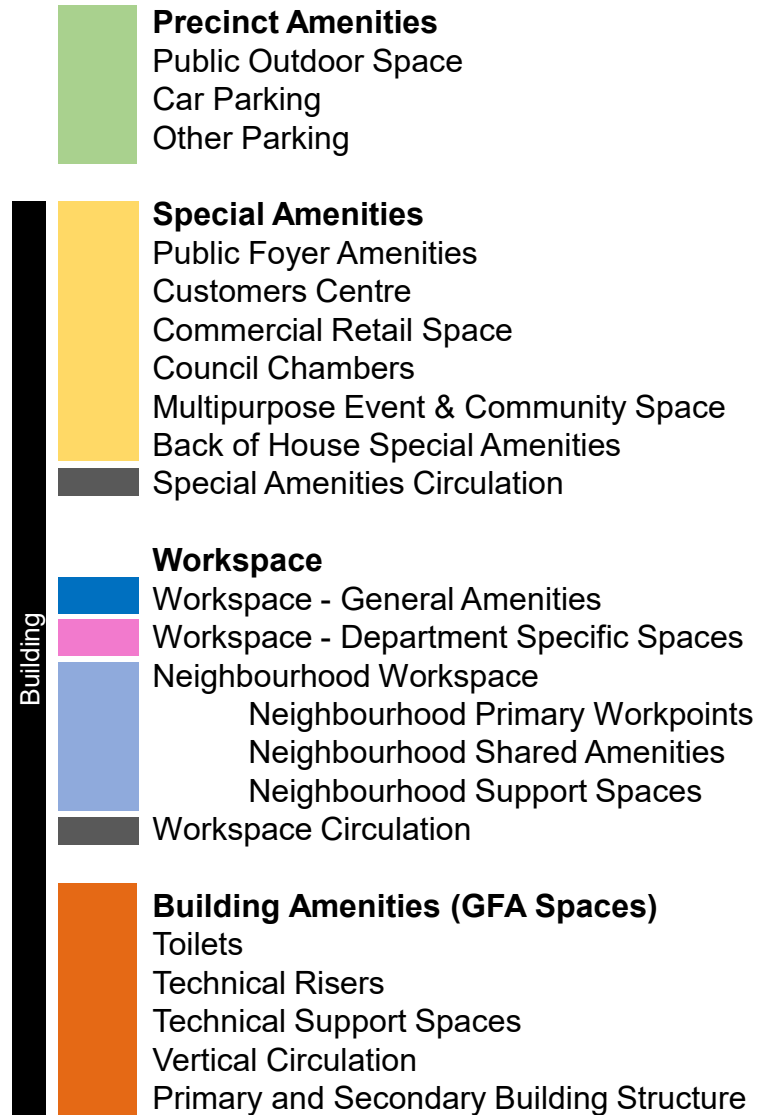
NUA	3,610.05m ²
NLA	3,750.00m ²
GFA	4,229.00m ²

NUA / NLA Ratio	96%
NUA / GFA Ratio	85%

Best Practice Ratios:

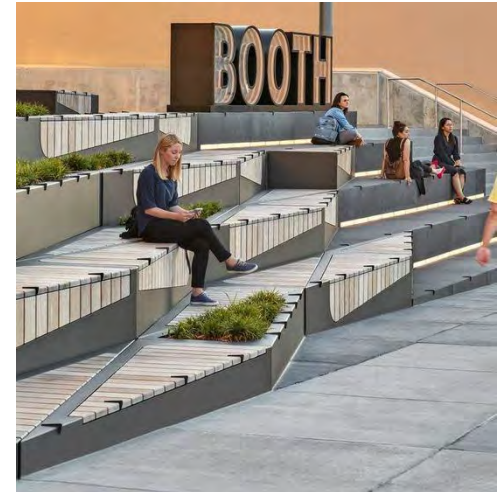
NUA / NLA Ratio: 90%-95%
 NUA / GFA Ratio: 78% - 86%

Accommodation Methodology



Precinct Amenities

		Quantity	Area m2	Total m2	Total m2
Public Outdoor Space					
PA.1.01	Civic gatherings, outdoor activities, family areas,				
PA.1.02	Use of trees, shelter, seating				
PA.1.03	Infrastructure - power, seating, creative shelter and an activity schedule				
PA.1.04	Pick up and Drop-off zone				
PA.1.05	creative ideas that ongoingly activate the public outdoor space				
PA.1.06 - TBC	Public Toilets (Male, Female, Disabled)	1	35.00 m2		35.00 m2
		Nr. Carparks			
		107			
Car Parking					
PA.2.01	Fleet Vehicle Parking	55			
PA.2.02	Visitor Carparks	10			
PA.2.03	Councillor & Mayor carparks	14			
PA.2.04	Leadership Team Carparks	8			
PA.2.05	Electrical Vehicle Charging Station (4x rapid, 6 fast charges)	10			
PA.2.06	Future Growth Provision	10			
Other Parking					
PA.3.01	Motor bike parking				
PA.3.02	Bicycle Parking				
PA.3.03 - TBC	Legislative requirements				



Special Amenities



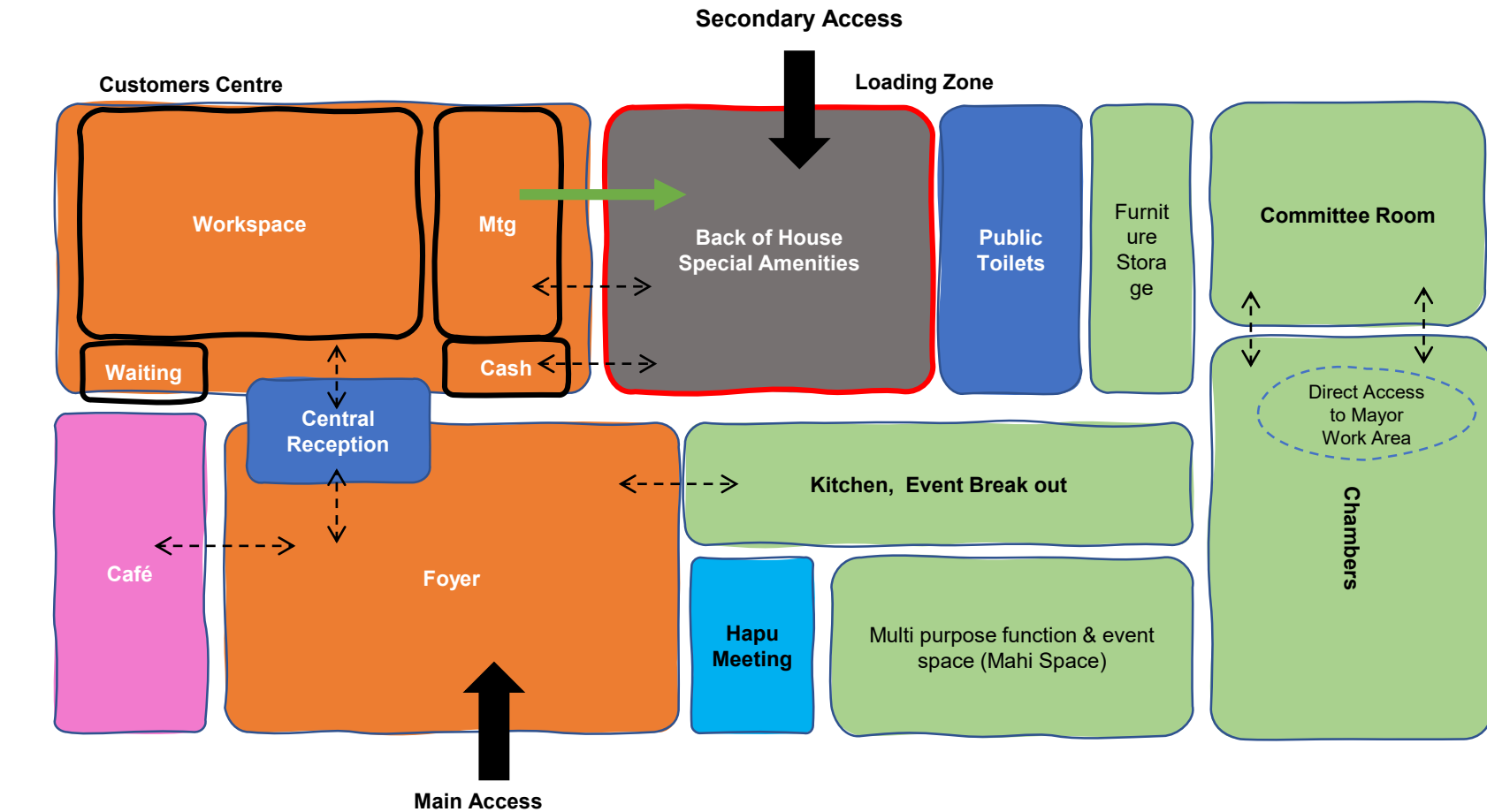
Special Amenities

			Quantity	Area m2	Total m2	Total m2
Public Foyer Amenities						296.00 m2
SP.1.01	Building Entrance		1	0.00 m2	0.00 m2	
SP.1.02	Building Foyer		1	215.00 m2	215.00 m2	
SP.1.03	Central Reception		1	15.00 m2	15.00 m2	
SP.1.04	Public Toilets (Male, Female, Gender Neutral, Disabled)	Capacity approx.. 250 people	1	57.00 m2	57.00 m2	
SP.1.05	Events Wardrobe / Visitors lockers		1	9.00 m2	9.00 m2	
Customers Centre						238.00 m2
SP.2.01	Customer waiting area		1	20.00 m2	20.00 m2	
SP.2.02	Cash Handling counter		1	10.00 m2	10.00 m2	
SP.2.03	Service Centre Open Plan Workspace (apprx. 14 PAX)		1	135.00 m2	135.00 m2	
SP.2.04	Customer Meeting L (10 PAX)		1	20.00 m2	20.00 m2	
SP.2.05	Customer Meeting Room S+ (4-6 PAX)		3	12.00 m2	36.00 m2	
SP.2.06	Public Document Viewing area	Information Management	1	12.00 m2	12.00 m2	
SP.2.07	Utility / Storage Space		1	5.00 m2	5.00 m2	
Commercial Retail Space						65.00 m2
SP.3.01	Public Café Space Provision		1	65.00 m2	65.00 m2	
Council Chambers						455.00 m2
SP.4.01	Council Chambers		1	200.00 m2	200.00 m2	
SP.4.02	Committee Rooms		2	45.00 m2	90.00 m2	
SP.4.03	Visitors Gallery (included in council chambers)					
SP.4.04	Breakout area (Front of House)	Should allow spillover to foyer	1	100.00 m2	100.00 m2	
SP.4.06	Service and Catering Kitchen		1	12.00 m2	12.00 m2	
SP.4.07	AV Room & specialist technical equipment storage		1	6.00 m2	6.00 m2	
SP.4.08	Furniture Storage		1	47.00 m2	47.00 m2	
Multipurpose Event & Community Space						214.00 m2
SP.5.01	Multi purpose function & event space (Mahi Space)	Aspirational Brief				
SP.5.02	Hapu Meeting Space	Mahi Space	1	28.00 m2	28.00 m2	
SP.5.03	Meeting Room S+ (6 PAX)	Mahi Space	1	12.00 m2	12.00 m2	
SP.5.04	Meeting Room L (10 PAX)	Mahi Space	1	28.00 m2	28.00 m2	
SP.5.05	Meeting Room XL (16PAX)	Mahi Space	1	46.00 m2	46.00 m2	
SP.5.06	Meeting Theatre Room (50PAX)		1	100.00 m2	100.00 m2	
Back of House Special Amenities						216.00 m2
SP.6.01	Secondary building access (muddy boots access)		1	0.00 m2	0.00 m2	
SP.6.02	Wash down area for muddy gear		1	10.00 m2	10.00 m2	
SP.6.03	Special Gear Storage (PPE, special tools, muddy boots)		1	26.00 m2	26.00 m2	
SP.6.04	End of trip facilities		1	75.00 m2	75.00 m2	
SP.6.05	Cleaners Cupboard		1	2.00 m2	2.00 m2	
SP.6.06	Mail room		1	10.00 m2	10.00 m2	
SP.6.07	BMS & Security Room		1	6.00 m2	6.00 m2	
SP.6.08	Secure Loading Zone	including Customer bin storage	1	50.00 m2	50.00 m2	
SP.6.09	FM Store Room		1	12.00 m2	12.00 m2	
SP.6.10	Central waste & recycling room	direct access to outside	1	20.00 m2	20.00 m2	
SP.6.11	Vehicle operator storage		1	5.00 m2	5.00 m2	
Subtotal						1,484.00m²
Gross-up factor 0%						0.00m²
CIRCULATION 15% Gross up (best practice)						222.60m²
Subtotal Special Amenities						1,706.60m²

Note: Refer detailed Accommodation Schedule Breakdown for details, including updated 50pax Theatre Meeting Room and Councillors Breakout / Deliberation Room

Special Amenities Bubble Diagram

- Conceptual Zoning Diagram
- Not in scale!
- Not to be misunderstood as a proposed design solution



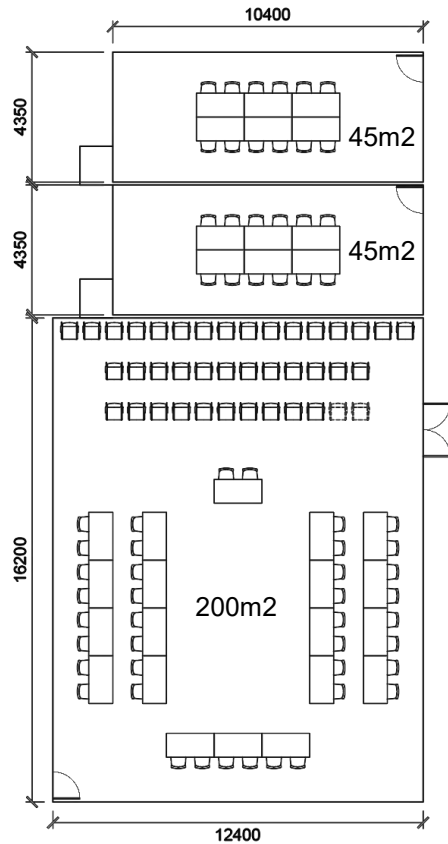
→ Secure escape path to back of house

Considerations:

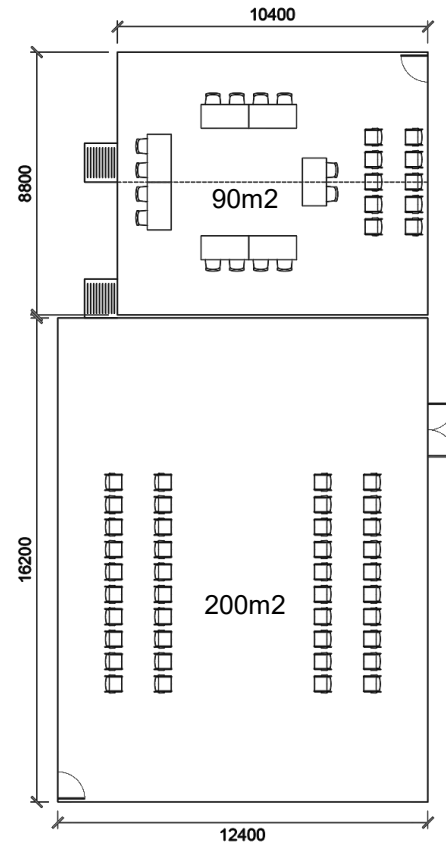
- Is an additional council & Hapu breakout area required? (Currently not provisioned)

Initial Special Amenities Dimensions Assessment

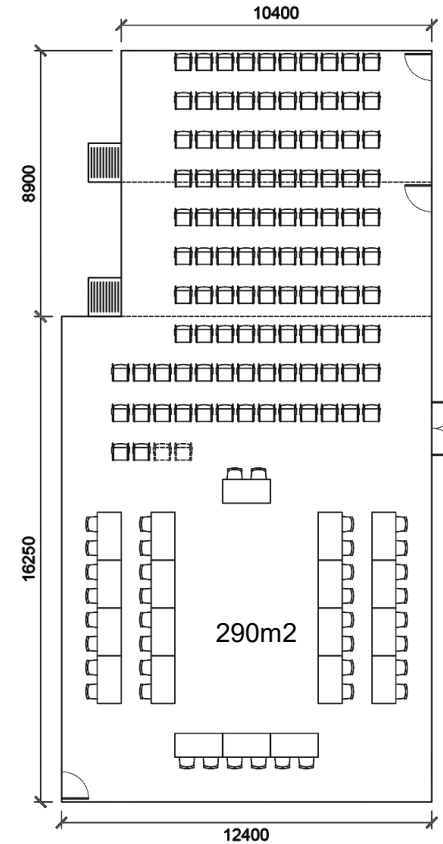
Council Chambers & Committee Rooms



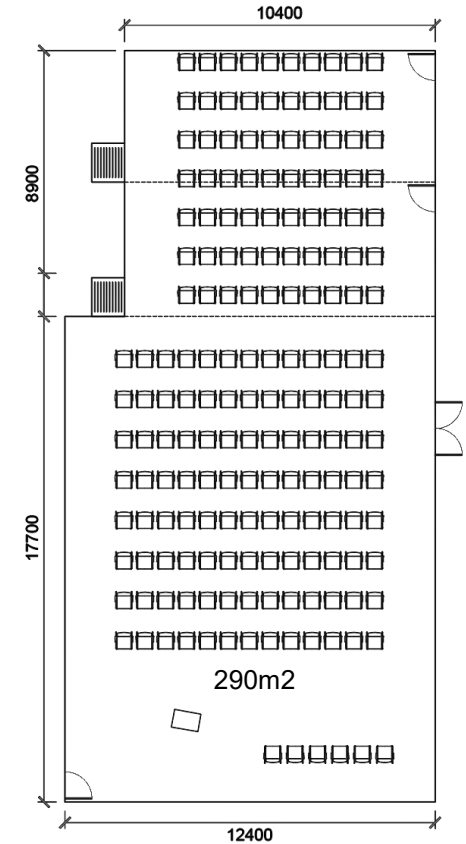
Council chambers meeting:
 - Council meeting set up
 - 40 public gallery seats
 Committee Rooms, 10pax



Council chambers tikanga Maori:
 - 40 pax
 Committee room, 10pax
 Committee room hearing set up:
 - Mini Council set up
 - 10pax public gallery



Council chambers meeting
 expanded into Committee rooms:
 - Council meeting set up
 - 100 public gallery seats



Council chambers theatre set up:
 - Presentation set up
 - 6-7 presenters at front
 - 168-190 seats

Note: Drawings indicative only to assess initial space demand. Not to be interpreted as a design solution.

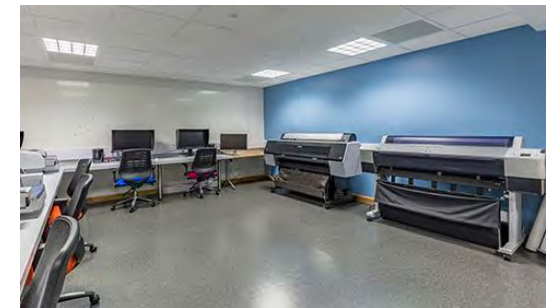
Workspace – General Amenities

			Quantity	Area m2	Total m2	Total m2
Workspace - General Amenities						
Health & Wellbeing						221.00 m2
WS.GA.1.01	Central Staff Cafeteria (doubles up as informal meeting space) (approx. 1m2 per 1/3 WP)		1	200.00 m2	200.00 m2	
WS.GA.1.02	Staff Café Outdoor Breakout area	Dimension by Architect				
WS.GA.1.03	First aid room		1	6.00 m2	6.00 m2	
WS.GA.1.04	Parenting room		1	6.00 m2	6.00 m2	
WS.GA.1.05	Multi-faith room		1	9.00 m2	9.00 m2	
Centralised Meeting Spaces						148.00 m2
WS.GA.2.01	Meeting L (10 PAX)	Operable wall to create one large room	2	28.00 m2	56.00 m2	
WS.GA.2.02	Meeting XL (18 PAX)		1	46.00 m2	46.00 m2	
WS.GA.2.03	Training Room		1	46.00 m2	46.00 m2	
Other Workspace Amenity						106.00 m2
WS.GA.3.01	Cleaners Cupboard	one per floor	3	2.00 m2	6.00 m2	
WS.GA.3.02	Internal Staircase	one per floor	4	25.00 m2	100.00 m2	
Subtotal Workspace - General Amenities						475.00m²



Workspace – Department Specific Spaces

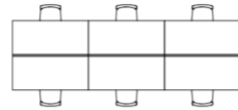
			Quantity	Area m2	Total m2	Total m2
Workspace - Department Specific Spaces						
ICT						93.20 m2
WS.DP.1.01	Communications Room	one per floor	3	2.90 m2	8.70 m2	
WS.DP.1.02	IT Storage Room		1	12.00 m2	12.00 m2	
WS.DP.1.03	IT Build Room		1	10.50 m2	10.50 m2	
WS.DP.1.04 TBC	IT Test Room		1	50.00 m2	50.00 m2	
WS.DP.1.05	Server Room		1	12.00 m2	12.00 m2	
Mayors & Councillors Workspace Meeting Spaces						60.00 m2
WS.DP.2.01	Mayor's Office	Direct Access to Council Chambers	1	20.00 m2	20.00 m2	
WS.DP.2.02	Deputy Mayor's Office		1	20.00 m2	20.00 m2	
WS.DP.2.03	Councillors Room / Lounge		1	20.00 m2	20.00 m2	
WS.DP.2.04	Democracy and Advisory Team workstations within general workspace					
Information Management						174.00 m2
WS.DP.3.01	Central Archive		1	150.00 m2	150.00 m2	
WS.DP.3.02	Department Compact Storage see Neighbourhood Support Spaces					
WS.DP.3.03	Scanning Room		1	12.00 m2	12.00 m2	
WS.DP.3.04	Appraisal Room		1	12.00 m2	12.00 m2	
WS.DP.3.05	Secure Cupboard see Neighbourhood Support Spaces					
Contact Centre						0.00 m2
WS.DP.4.01	Contact Centre Work Area (7 Workstations within general workspace)					
Print Centre						65.00 m2
WS.DP.5.01	Graphic & Print Centre		1	65.00 m2	65.00 m2	
Building Control						24.00 m2
WS.DP.6.01	Layout benches for large format drawings		2	12.00 m2	24.00 m2	
Health & Safety						2.00 m2
WS.DP.7.01	Secure Storage Cupboard		1	2.00 m2	2.00 m2	
Infrastructure Planning & Capital Works						18.00 m2
WS.DP.8.01	Large Format Plan Storage		1	2.00 m2	2.00 m2	
WS.DP.8.02	Layout benches for large format drawings		1	12.00 m2	12.00 m2	
WS.DP.8.03	Drawing board		1	2.00 m2	2.00 m2	
WS.DP.8.04	Material library (2 shelves, full Hight, 2LM)		1	2.00 m2	2.00 m2	
WS.DP.8.05	Secure Cupboard see Neighbourhood Support Spaces					
Hapu						0.00 m2
WS.DP.9.01	Secure Cupboard see Neighbourhood Support Spaces					
Building Maintenance						0.00 m2
WS.DP.10.01	Secure Key Storage Cupboard					
Subtotal Workspace - Department Specific Spaces						436.20m²



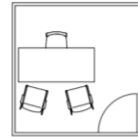
Workspace Neighbourhood Workspace Kit of Parts



Primary Workpoints

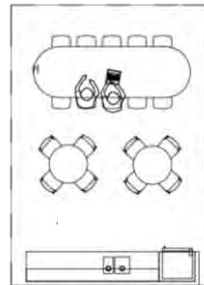


Workstations

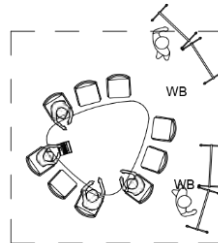


Office

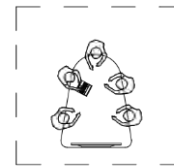
OPEN COLLABORATION



Tea point

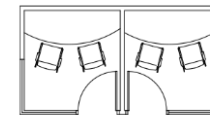


Workshop

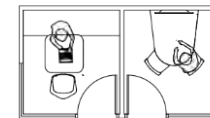


Media bar

FOCUS & MEETING



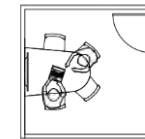
Quiet room



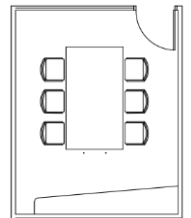
Huddle room



Focus Pods



Meeting
4pax



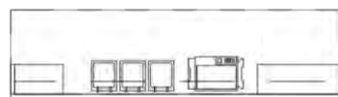
Meeting
6-8pax



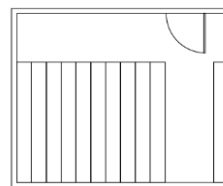
Neighbourhood
Shared Amenities



Neighbourhood
Support Spaces



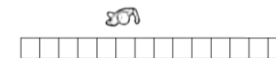
Utility bay



Department
compactus storage



Cabinet storage



Lockers

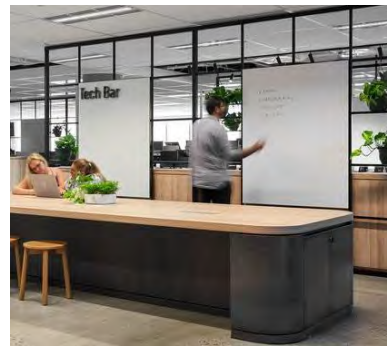
Indicative Workspace Concept Images



PRIMARY WORKPOINTS

WORKSPACE

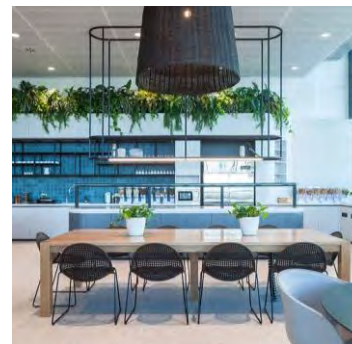
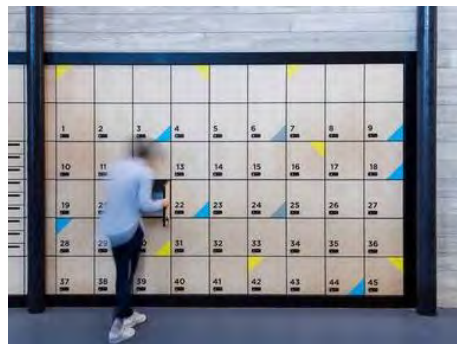
FOCUS



OPEN COLLABORATION

SHARED AMENITIES

FOCUS



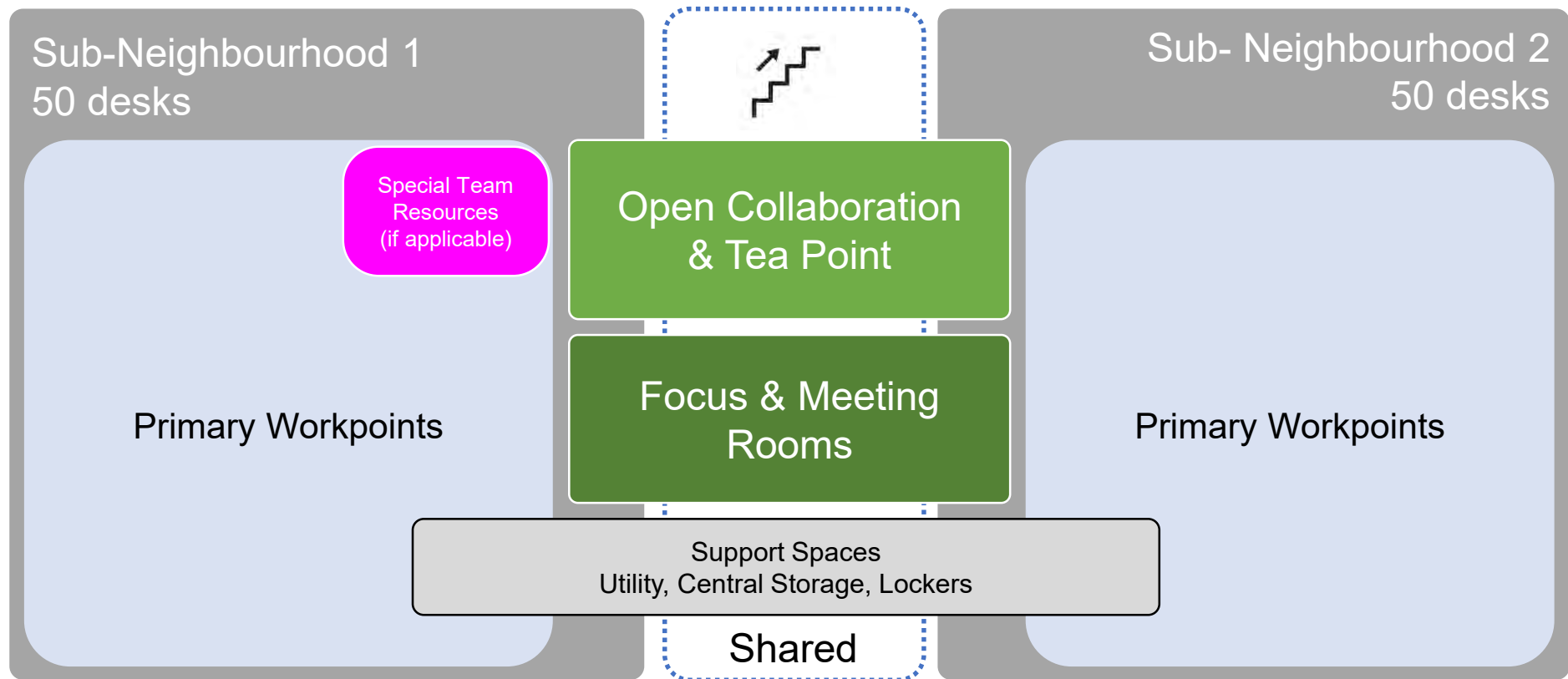
OPEN

SUPPORT SPACES & SHARED AMENITIES

ENCLOSED

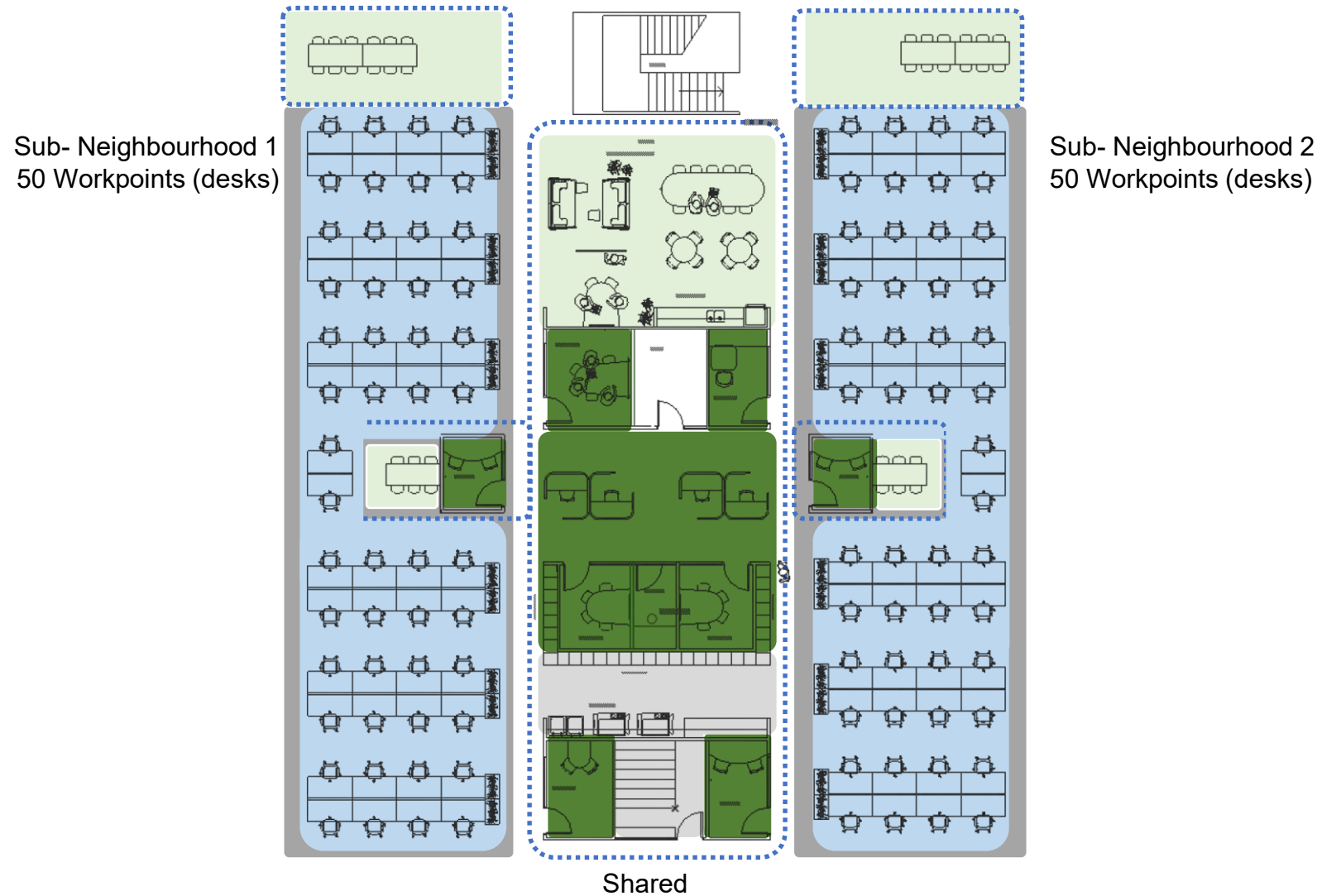
Neighbourhood Concept

- Each Neighbourhood approx. 100 Workpoints
- Each Neighbourhood broken in 2 Sub neighbourhoods



- The Architect may consider the provision of 1.5 neighbourhoods per floor. All shared amenities would need to be adjusted pro rata

Neighbourhood Concept Sample A



Explanatory drawing only. This is not a proposed design solution!

Two Adjacent Neighbourhoods - Sample

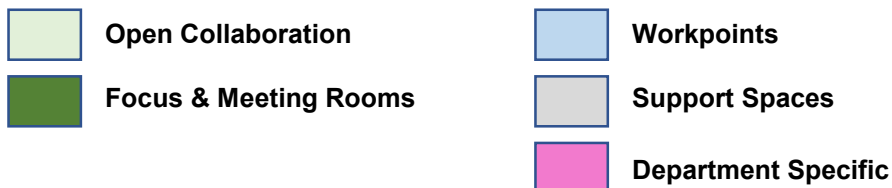
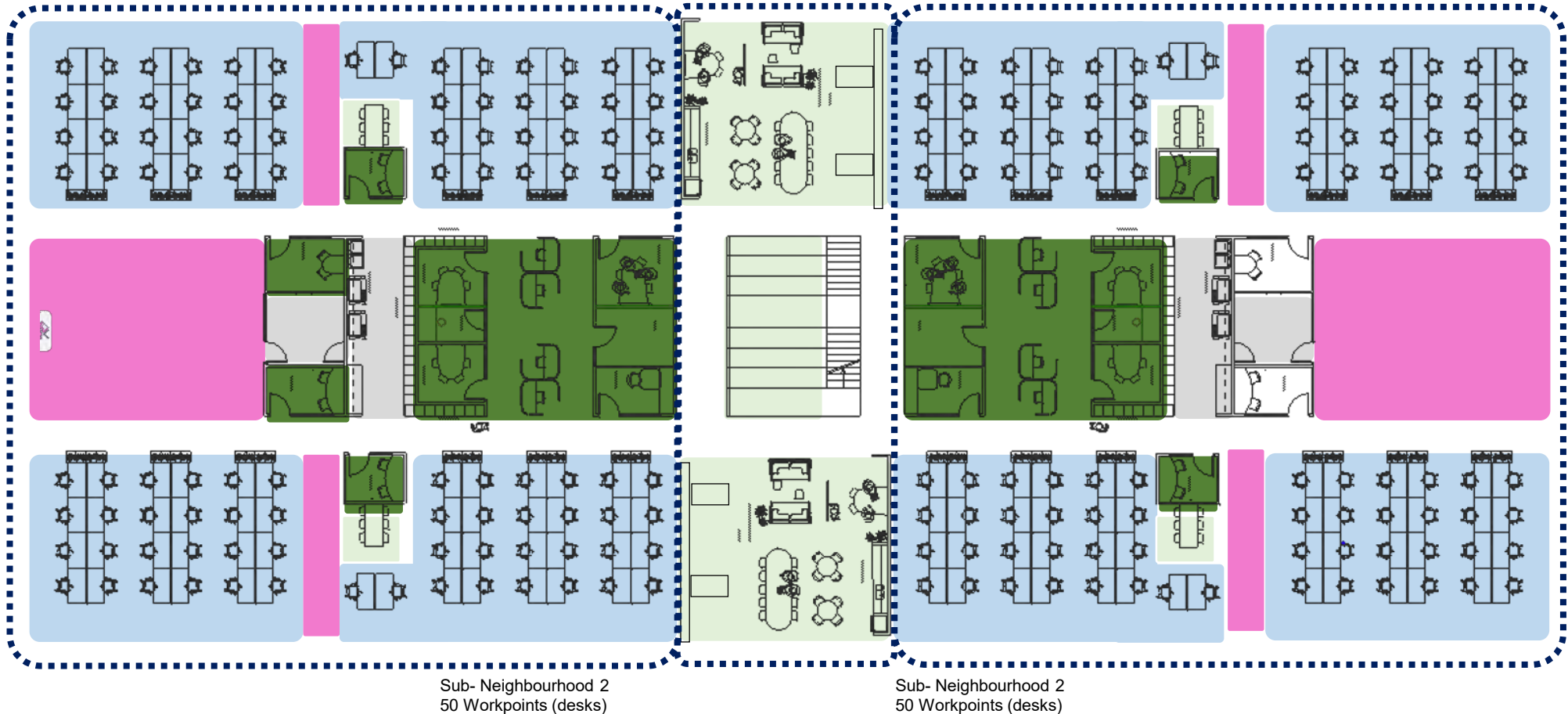
Neighbourhood A 100 Workpoints

Sub- Neighbourhood 1
50 Workpoints (desks)

Shared

Sub- Neighbourhood 1
50 Workpoints (desks)

Neighbourhood B 100 Workpoints



Summary

- 200 Workpoints

- 2x Meeting M (6-8 PAX)
- 4x Meeting S (4 PAX)
- 4x Huddle Room
- 8x Quiet Room
- 8x Focus Pod

Explanatory drawing only. This is not a proposed design solution!

Workspace Neighbourhoods

Key Metrics

Workpoints / Neighbourhood Metrics

Target Workpoints	470
Workpoints Special Amenity Spaces	12
WP General Workspace	458
Approx. WP per Neighbourhood	100
Nr. of Neighbourhoods	4.6
Rounded Nr. Of Neighbourhoods	4.5
Achieved WP per Neighbourhood	102

Headcount

Target HC Capacity	627
Workplace Factor (Sharing Ratio)	75%

Other Metrics

Desk Size	800mm	1,600mm (or 1,500mm) TBD
Single Office	0%	0
Open Plan WP	100%	458
LM Storage Provision per WP		1 LM / WP
LM Cabinet Storage		458 LM
LM Storage per Cabinet		3 LM
Nr. Of Cabinets		153 cabinets
Tiers per locker cabinet		4
Target Lockers based on HC	100%	627



Workspace Neighbourhoods

Neighbourhood Primary Workpoints				% of WP Qty. Nbrhood	Total Quantity	Area m2	Total m2	Total m2
Primary Workpoints								
WS.MWP.1.02	Workstation	1,600mm	1,800mm	Approx. 100%	102	458	2.88m ²	1,319.04m ²
Subtotal					102	458		1,319.04m ²
Gross-up factor							30%	395.71m ²
Subtotal Neighbourhood Primary Workpoints								1,714.75m²

Neighbourhood Shared Amenities				Nr. WP every Setting	Qty. Nbrhood	m2 / Nbrhood	Total Quantity	Area m2	Total m2	Total m2
Open Collaboration Space										495.00m ²
WS.NSA.1.01	Tea point / Breakout				1	30.00m ²	4.5	30.00m ²	135.00m ²	
WS.NSA.1.02	Media bar / Digital				2	30.00m ²	9.0	15.00m ²	135.00m ²	
WS.NSA.1.03	Workshop				2	50.00m ²	9.0	25.00m ²	225.00m ²	
WS.NSA.1.04	General workspaces									
Focus & Meeting Rooms										317.25m ²
WS.NSA.2.01	Quiet Room	2,000mm	2,400mm	25	4	19.20m ²	18.0	4.80m ²	86.40m ²	
WS.NSA.2.02	Focus Pod	1,500mm	1,900mm	51	2	5.70m ²	9.0	2.85m ²	25.65m ²	
WS.NSA.2.03	Huddle Room			51	2	9.60m ²	9.0	4.80 m2	43.20m ²	
WS.NSA.2.04	Meeting S (4PAX)			51	2	18.00m ²	9.0	9.00 m2	81.00 m2	
WS.NSA.2.05	Meeting M (6-8 PAX)			102	1	18.00m ²	4.5	18.00 m2	81.00 m2	
Subtotal						180.50m ²	Sub Total			812.25m ²
Gross-up factor									0%	0.00m ²
Subtotal Neighbourhood Shared Amenities										812.25m²

Neighbourhood Support Spaces				N	Qty. Nbrhood	m2 / Nbrhood	Total Quantity	Area m2	Total m2	Total m2
Neighbourhood Support Spaces										313.50m ²
WS.NSU.1.01	Utility bay				1	15.00m ²	4.5	15.00m ²	67.50m ²	
WS.NSU.1.02	Department Compact Storage				1	20.00m ²	4.5	20.00m ²	90.00m ²	
WS.NSU.1.03	General Store Room				1	9.00m ²	4.5	9.00m ²	40.50m ²	
WS.NSU.1.04	Cabinet Storage				34 cabinets	16.96m ²	153 cabinets	0.50m ²	76.33 m2	
WS.NSU.1.05	Lockers			627 Locker Doors	35 locker elements	8.70m ²	157 locker elements	0.25m ²	39.17 m2	
Subtotal							Sub Total			313.50m ²
Gross-up factor									0%	0.00m ²
Subtotal Neighbourhood Support Spaces							Sub Total			313.50m²



Accommodation Schedule Draft Summary Overview

NUA/NLA	92%
NUA/GFA	82%
NLA/GFA Ratio	89%

SPECIAL AMENITIES SUMMARY		NUA Estimate	NLA Estimate
Public Foyer Amenities		340.40m ²	370.00m ²
Customers Centre		238.00m ²	258.70m ²
Commercial Retail Space		65.00m ²	70.65m ²
Council Chambers		455.00m ²	494.57m ²
Multipurpose Event & Community Space		214.00m ²	232.61m ²
Back of House Special Amenities		216.00m ²	234.78m ²
SUBTOTAL		1,484.00m ²	1,613.04m ²
CIRCULATION	15% Gross up	222.60m ²	241.96m ²
Total NUA SPECIAL AMENITIES SUMMARY	NUA	1,706.60m²	1,855.00m²

WORKSPACE SUMMARY		NUA Estimate	NLA Estimate
Workspace - General Amenities		475.00m ²	516.30m ²
Workspace - Department Specific Spaces		436.20m ²	474.13m ²
Neighbourhood Primary Workpoints		1,714.75m ²	1,863.86m ²
Neighbourhood Shared Amenities		812.25m ²	882.88m ²
Neighbourhood Support Spaces		313.50m ²	340.76m ²
SUBTOTAL		3,751.70m ²	4,077.94m ²
CIRCULATION	25% Gross up	937.93m ²	1,019.48m ²
WORKSPACE SUMMARY		4,689.63m²	5,097.42m²

	NUA Estimate	NLA Estimate
Grand Total	6,396.23m²	6,952.42m²

BUILDING AMENITIES (GFA SPACES)

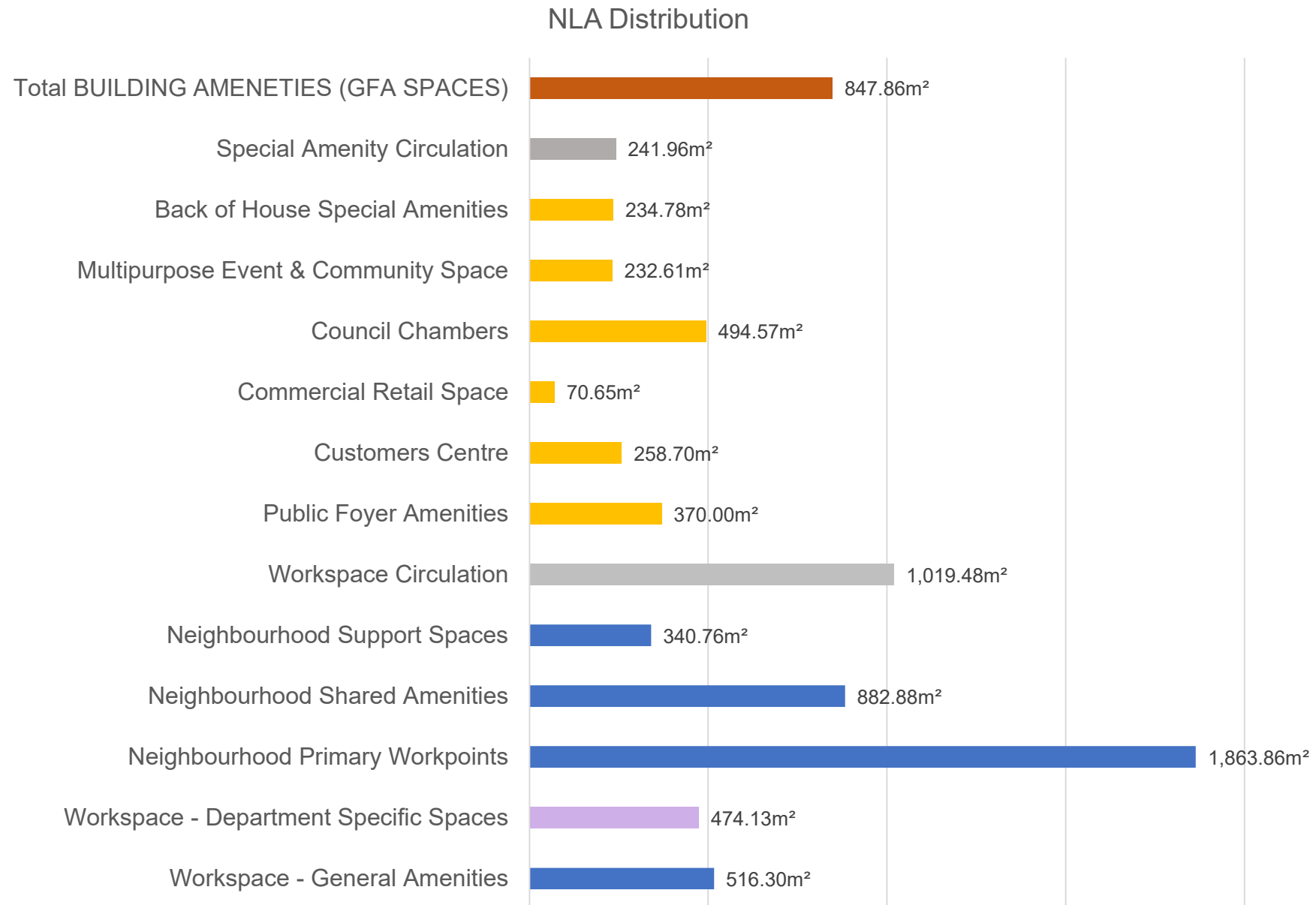
Toilets			
Technical Risers			
Technical Support Spaces			
Vertical Circulation			
Primary and Secondary Building Structure			
Total BUILDING AMENITIES (GFA SPACES)	89%	NLA GFA Factor	847.86m²

Grand Total GFA Estimate	7,800.28m²
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Benchmarks

GFA Estimate	7,800.28m ²
NLA Estimate	6,952.42m ²
Overall Building HC Capacity	627
Total Nr. Workpoints	470
Nr. Workpoints within General Workspace	458
m2 NLA Neighbourhood Workspace / WP	8.43m ²
m2 NLA Workspace / WP	11.13m ²
m2 Total NLA / All WP	14.79m ²
m2 Total NLA / HC Capacity	11.09m ²

Accommodation Schedule NLA Distribution



Appendix

C A C H E T

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