

Whangarei District Council Meeting

Agenda

Date: Thursday, 22 February, 2018

Time: 10:30 am

Location: Council Chamber
Forum North, Rust Avenue
Whangarei

Elected Members: Her Worship the Mayor Sheryl Mai
(Chairperson)
Cr Stu Bell
Cr Gavin Benney
Cr Crichton Christie
Cr Vince Cocurullo
Cr Tricia Cutforth
Cr Shelley Deeming
Cr Sue Glen
Cr Phil Halse
Cr Cherry Hermon
Cr Greg Innes
Cr Greg Martin
Cr Sharon Morgan
Cr Anna Murphy

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

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9. Closure of Meeting

4.1 Public Forum

Meeting: Council
Date of meeting: 22 February 2018
Reporting officer: Carolyne 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 previous public forums when appropriate.

2 Summary

Public Forum

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 working days before the day of the meeting.

Speaker:

Time	Speaker	Topic
10.30am	Erin Frances Judkins	Speed bumps on Keyte Street, at regular intervals, in order to slow down the traffic which use our suburban street as a speedway.

Report on previous Public Forum

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

Speaker	Subject
David Seymour	Mobility/disability Parking bylaw
Report Mr Seymour spoke in opposition to the mobility parking provisions in the proposed Bylaw specifically the charge for parking in mobility spaces.	

At the 14 December Council meeting, Council resolved that mobility parking spaces (specified in Attachment 5 of the Bylaw), would be free of charge at all times but subject to any existing time limits in place.

Item 5.1**Whangarei District Council Meeting Minutes**

Date: Thursday, 14 December, 2017
Time: 10:30 a.m.
Location: Council Chamber
Forum North, Rust Avenue
Whangarei

In Attendance

Her Worship the Mayor Sheryl Mai
(Chairperson)
Cr Stu Bell
Cr Gavin Benney
Cr Crichton Christie
Cr Vince Cocurullo
Cr Tricia Cutforth
Cr Shelley Deeming
Cr Sue Glen
Cr Phil Halse
Cr Cherry Hermon
Cr Greg Innes
Cr Greg Martin
Cr Sharon Morgan
Cr Anna Murphy

1. Karakia/Prayer

2. Declarations of Interest

3. Apologies

There were no apologies.

4. Statutory Declaration by Member

Councillor Gavin Benney made and signed the Statutory Declaration witnessed by Mayor Sheryl Mai.

Cr Benney then gave a short maiden speech.

Her Worship and the Council acknowledged Cr Benney in the usual manner.

Her Worship advised that Cr Benney indicated he would abstain from voting on all of the items on the agenda for the reason that he has not been involved in the process leading up to the decision making at today's meeting.

Her Worship also acknowledged the key to the door, presented to Council by the RSA on the day ownership of the RSA property formally transferred to Council.

5. Public Forum

There were no requests to speak at today's public forum received.

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

6.1 Minutes Whangarei District Council Meeting held 30 November 2017

Moved By Cr Greg Innes

Seconded By Cr Anna Murphy

That the minutes of the Whangarei District Council meeting held on Thursday 30 November 2017, 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.

Carried

7. Decision Reports

7.1 Long Term Plan 2018 - 2028 - Audit NZ Review

Subsequent to the agenda being circulated the Rates Section of the draft Financial Strategy (Addendum 7.1.1) was distributed separately but within the timeframe specified in LGOIMA.

Moved By Her Worship the Mayor

Seconded By Cr Sharon Morgan

That Council:

1. adopts the Growth Model as contained in Attachment 1 noting it has been used in the development of the draft Long Term Plan 2018-28.

2. approves the source documents for the Consultation Document for Audit NZ review including:
 - draft Strategic Direction,
 - draft Financial Strategy,
 - draft Infrastructure Strategy,
 - draft Activity Profiles,
 - draft Significant Forecasting Assumptions, and
 - draft Financial Statements.
3. notes that further documents will be required to be completed and adopted in February 2018 for separate and concurrent special consultation including:
 - Fees and Charges
 - Revenue and Financing Policy
 - Development Contributions Policy
 - Rates Remission and Postponement Policy.
4. notes that further sections for the final Long Term Plan, that do not require consultation and are not source documents for the Consultation Document, will also be required to be completed and adopted in May 2018 before the adoption of the final Long Term Plan including:
 - Treasury and Risk Management Policy
 - Council Controlled Organisation Policies and Summaries
 - Reserve Funds
 - Accounting Policies.

On the motion being put Cr Martin called for a division:

Recorded	For	Against	Abstain
Her Worship the Mayor Sheryl Mai (Chairperson)	X		
Cr Stu Bell	X		
Cr Gavin Benney			X
Cr Crichton Christie		X	
Cr Vince Cocurullo		X	
Cr Tricia Cutforth	X		
Cr Shelley Deeming	X		
Cr Sue Glen	X		

Cr Phil Halse	X		
Cr Cherry Hermon	X		
Cr Greg Innes	X		
Cr Greg Martin	X		
Cr Sharon Morgan	X		
Cr Anna Murphy	X		
Results	11	2	1
			Carried

7.2 Long-Term Plan 2018-2028 Key Dates and Consultation Activities

Moved By Cr Greg Martin

Seconded By Cr Phil Halse

That Council approves the key dates and consultation activities for the Long-term Plan 2018 -28 as set out in this report.

Carried

Secretarial note: Clarified the consultation date for Mangakahia Sports Ground Society is 8 March and Ruatangata 15 March.

7.3 Parking and Traffic Bylaw 2017

Subsequent to the agenda being circulated replacement attachment 2 was distributed separately but within the timeframe specified in LGOIMA.

Moved By Her Worship the Mayor

Seconded By Cr Greg Innes

That Council

1. determines that -
 - i. in accordance with section 155(1) of the Local Government Act 2002, a bylaw is the most appropriate way of addressing the perceived problems
 - ii. the proposed bylaw is the most appropriate form of bylaw
 - iii. there are no New Zealand Bill of Rights implications
2. amends clause 32.1 of the Bylaw to read:

‘Any resolution, approval, permit or other act of authority made under any Parking and Traffic Bylaw of the Whangarei District Council, which is current at the time this Bylaw comes into force, remains in force on its terms until amended, replaced or revoked by Council.’

3. deletes clause 16.3 from the Bylaw.
4. makes the Parking and Traffic Bylaw 2017 contained in Attachment 1, and incorporating any changes to reflect decisions made at this meeting, in accordance with section 146 of the Local Government Act 2002, with effect from 15 December 2017.
5. confirms the delegations proposed in Section 3 of the ‘Additional Information to Parking and Traffic Bylaw’ (Attachment 1), which provide for officers to exercise powers under the Bylaw.
6. authorises the Chief Executive, in consultation with Her Worship the Mayor, to make any minor edits or amendments to the Bylaw to correct any identified errors or typographical edits, and/or to reflect decisions made by Council at this meeting.
7. amends all previous resolutions of Council on the establishment of, and charges and time limits for, mobility parking spaces to remove any charges applied for such parking spaces where applicable.
8. declares, in accordance with clause 16.1 of the Parking and Traffic Bylaw 2017, that the mobility spaces, as provided in Attachment 5, are free of charge at all times, but remain subject to the time limits established for these parking spaces in accordance with any relevant previous resolutions and as indicated by on-site signage.
9. declares, in accordance with clause 9 of the Parking and Traffic Bylaw 2017, the locations defined in Attachment 4, heading 1, as shared paths and the associated listed categories and priority use, and rescinds all previous resolutions relating to cycle paths made under clause 30 of the Parking and Traffic Bylaw 2005.
10. declares, in accordance with clause 10 of the Parking and Traffic Bylaw 2017, the locations defined in Attachment 4, heading 2, as cycle lanes (special vehicle lanes), for the use of cycles only, and rescinds all previous resolutions relating to cycle lanes made under clause 30 of the Parking and Traffic Bylaw 2005.

11. declares, in accordance with clause 17 of the Parking and Traffic Bylaw 2017, the locations defined in Attachment 4, heading 3, as parking places to be reserved for motorcycles only and rescinds all previous resolutions relating to motorcycle parking made under clause 3 of the Parking and Traffic Bylaw 2005.
12. declares, in accordance with clause 11 of the Parking and Traffic Bylaw 2017, the locations defined in Attachment 4, heading 4 as shared zones.

Amendment

Moved By Cr Vince Cocurullo

Seconded By Cr Anna Murphy

That Council

1. determines that -
 - iv. in accordance with section 155(1) of the Local Government Act 2002, a bylaw is the most appropriate way of addressing the perceived problems
 - v. the proposed bylaw is the most appropriate form of bylaw
 - vi. there are no New Zealand Bill of Rights implications.
2. amends clause 32.1 of the Bylaw to read:

‘Any resolution, approval, permit or other act of authority made under any Parking and Traffic Bylaw of the Whangarei District Council, which is current at the time this Bylaw comes into force, remains in force on its terms until amended, replaced or revoked by Council.’
3. deletes clause 16.3 and 16.5 from the Bylaw.
4. deletes clause 16.4 and replaces it with the following:

“A vehicle lawfully displaying a mobility parking permit in any paid parking space will not be required to make payment for that parking space.”
5. makes the Parking and Traffic Bylaw 2017 contained in Attachment 1, and incorporating any changes to reflect decisions made at this meeting, in accordance with section 146 of the Local Government Act 2002, with effect from 15 December 2017.

6. confirms the delegations proposed in Section 3 of the 'Additional Information to Parking and Traffic Bylaw' (Attachment 1), which provide for officers to exercise powers under the Bylaw.
7. authorises the Chief Executive, in consultation with Her Worship the Mayor, to make any minor edits or amendments to the Bylaw to correct any identified errors or typographical edits, and/or to reflect decisions made by Council at this meeting.
8. amends all previous resolutions of Council on the establishment of, and charges and time limits for, mobility parking spaces to remove any charges applied for such parking spaces where applicable.
9. declares, in accordance with clause 16.1 of the Parking and Traffic Bylaw 2017, that the mobility spaces, as provided in Attachment 5, are free of charge at all times, but remain subject to the time limits established for these parking spaces in accordance with any relevant previous resolutions and as indicated by on-site signage.
10. declares, in accordance with clause 9 of the Parking and Traffic Bylaw 2017, the locations defined in Attachment 4, heading 1, as shared paths and the associated listed categories and priority use, and rescinds all previous resolutions relating to cycle paths made under clause 30 of the Parking and Traffic Bylaw 2005.
11. declares, in accordance with clause 10 of the Parking and Traffic Bylaw 2017, the locations defined in Attachment 4, heading 2, as cycle lanes (special vehicle lanes), for the use of cycles only, and rescinds all previous resolutions relating to cycle lanes made under clause 30 of the Parking and Traffic Bylaw 2005.
12. declares, in accordance with clause 17 of the Parking and Traffic Bylaw 2017, the locations defined in Attachment 4, heading 3, as parking places to be reserved for motorcycles only and rescinds all previous resolutions relating to motorcycle parking made under clause 3 of the Parking and Traffic Bylaw 2005.
13. declares, in accordance with clause 11 of the Parking and Traffic Bylaw 2017, the locations defined in Attachment 4, heading 4 as shared zones.

Procedural motion**Moved By** Cr Sue Glen**Seconded By** Cr Deeming

That the item be adjourned until after Item 7.5.

Carried

Discussion on Item 7.3 was adjourned to enable the proposed amendment to be reviewed for compliance.

Items 7.4 and 7.5 were taken next on the agenda. A short break followed Item 7.5.

The meeting resumed on Item 7.3 after the break.

Subsequently, with the consent of the meeting, Item 7.3 was re-worded. The final amendment is stated above.

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

Recorded	For	Against	Abstain
Her Worship the Mayor Sheryl Mai (Chairperson)		X	
Cr Stu Bell		X	
Cr Gavin Benney			X
Cr Crichton Christie	X		
Cr Vince Cocurullo	X		
Cr Tricia Cutforth		X	
Cr Shelley Deeming		X	
Cr Sue Glen	X		
Cr Phil Halse	X		
Cr Cherry Hermon		X	
Cr Greg Innes		X	
Cr Greg Martin		X	
Cr Sharon Morgan		X	
Cr Anna Murphy	X		
Results	5	8	1

The amendment was Lost
The motion was Carried

7.4 Animals Bylaw

Moved By Cr Greg Innes

Seconded By Cr Cherry Hermon

That Council

1. determines that -
 - i. in accordance with section 155(1) of the Local Government Act 2002, a bylaw is the most appropriate way of addressing the perceived problems
 - ii. the proposed bylaw is the most appropriate form of bylaw
 - iii. there are no New Zealand Bill of Rights implications.
2. makes the Animals Bylaw 2017 contained in Attachment 1 in accordance with section 146 of the Local Government Act 2002, with effect from 15 December 2017
3. confirms the delegations proposed in Section 3 of the 'Additional Information to Animals Bylaw' (Attachment 1), which provide for officers to exercise powers under the Bylaw
4. authorises the Chief Executive, in consultation with Her Worship the Mayor Sheryl Mai, to make any minor edits or amendments to the Bylaw to correct any identified errors or typographical edits, or to reflect decisions made by Council at this meeting.

Carried

7.5 Whangarei Art Museum Trust - Review of Exemption

Moved By Cr Stu Bell

Seconded By Cr Greg Martin

That Council:

- (a) Revokes the exemption from reporting requirements provided to the Whangarei Art Museum Trust under Section 7 of the Local Government Act (2002).
- (b) Revokes the exemption provided to the Whangarei Art Museum Trust with effect from 1 January 2018.

- (c) Approves the following criteria be included in a Letter of Expectation to the Whangarei Art Museum Trust to inform the Draft Statement of Intent for the 2018/19 financial year.

Governance	<ul style="list-style-type: none"> ▪ Performance review of trustees ▪ Health and safety commitments ▪ Being a good employer e.g. staff engagement, training ▪ Managing risk ▪ Ensuring legislative compliance e.g. Official information ▪ Long term planning and vision ▪ Funding requirements and financial management
Operation of Whangarei Art Museum	<ul style="list-style-type: none"> ▪ Annual performance measures <ul style="list-style-type: none"> - Community engagement and education - Marketing and communications - Exhibition planning - Collection management - Operational management and facilities
Hundertwasser Wairau Māori Arts Centre	<ul style="list-style-type: none"> ▪ Project management against milestones ▪ Risk management (Project specific) ▪ Communication, publication, relationship with the community ▪ Health and Safety (Project specific)

- (d) Delegates to the Mayor and Chief Executive the authority to approve the Letter of Expectation based on the adopted criteria, to be sent to the Whangarei Art Museum Trust in December 2017.

Carried

A lunch break was taken from 12.01pm to 12.32pm following Item 7.5.
Item 7.3 was addressed after the lunch break.

8. Public Excluded Business

There was no business conducted in public excluded.

9. Closure of Meeting

The meeting concluded at 12.56pm

Confirmed this 23rd day of February 2018

Her Worship the Mayor Sheryl Mai

Item 5.2**Extraordinary Whangarei District Council Meeting Minutes**

Date: Tuesday, 19 December, 2017
Time: 9:00 a.m.
Location: Council Chamber
Forum North, Rust Avenue
Whangarei

In Attendance

Her Worship the Mayor Sheryl Mai
(Chairperson)
Cr Stu Bell
Cr Crichton Christie
Cr Gavin Benney
Cr Vince Cocurullo
Cr Tricia Cutforth
Cr Shelley Deeming
Cr Sue Glen
Cr Phil Halse
Cr Cherry Hermon
Cr Greg Innes
Cr Greg Martin
Cr Sharon Morgan
Cr Anna Murphy

1. Karakia/Prayer

2. Declarations of Interest

Cr Martin declared an interest as Council appointed Director to Northland Regional Landfill Limited Partnership.

3. Apology

Cr Cocurullo (late arrival)

Moved By Cr Phil Halse

Seconded By Cr Greg Innes

That the apology be sustained.

Carried

4. Decision Reports

4.1 Recommendation to Award Contract 17046 – Roadside Refuse and Recycling Collection and Rural Transfer Station Operations

Additional information (Addendum 4.1.1) was distributed prior to the meeting (in accordance with Standing Order 8.4).

Moved By Her Worship the Mayor

Seconded By Cr Crichton Christie

That the Council

- a) approves an increase in funding for CON03040 Kerbside Collections and CON03041 Transfer Station Operations by three million five hundred thousand dollars excluding GST, to cover the period from December 2017 to 30 June 2018.
- b) authorises the Chief Executive to negotiate with the preferred tenderer Northland Waste Limited, regarding the Services and contract value of Contract 17046 for Roadside Refuse and Recycling Collection and Rural Transfer Station Operations.
- c) upon successful conclusion of b), authorises the Chief Executive to finalise the contract agreement and award Contract 17046 for Roadside Refuse and Recycling Collection and Rural Transfer Station Operations to Northland Waste Limited for a value up to twenty six million, eight hundred and seventy seven thousand four hundred and ninety five dollars excluding GST.

Amendment

Moved By Cr Stu Bell

Seconded By Cr Vince Cocurullo

That the Council

- a) authorises the Chief Executive to negotiate with the current contractor an increase in funding for CON03040 Kerbside Collections and CON03041 Transfer Station Operations up to three million five hundred thousand dollars excluding GST, to cover the period from December 2017 to 30 June 2018.
- b) authorises the Chief Executive to negotiate with the preferred tenderer Northland Waste Limited, regarding the Services and contract value of Contract 17046 for Roadside Refuse and Recycling Collection and Rural Transfer Station Operations.

- c) upon successful conclusion of b), authorises the Chief Executive to finalise the contract agreement and award Contract 17046 for Roadside Refuse and Recycling Collection and Rural Transfer Station Operations to Northland Waste Limited for a value up to twenty six million, eight hundred and seventy seven thousand four hundred and ninety five dollars excluding GST.
- d) request the Chief Executive report back to Council the outcomes of the negotiations.

The amendment was Carried

Further amendment

Moved By Cr Tricia Cutforth

Seconded By Cr Sue Glen

That the Council

- a) authorise the Chief Executive to negotiate with the current contractor an increase in funding for CON03040 Kerbside Collections and CON03041 Transfer Station Operations up to three million five hundred thousand dollars excluding GST, to cover the period from December 2017 to 30 June 2018.
- b) authorises the Chief Executive to negotiate with the preferred tenderer Northland Waste Limited, regarding the Services of a two crate recycling system and contract value of Contract 17046 for Roadside Refuse and Recycling Collection and Rural Transfer Station Operations.
- c) upon successful conclusion of b), authorises the Chief Executive to finalise the contract agreement and award Contract 17046 for Roadside Refuse and Recycling Collection and Rural Transfer Station Operations to Northland Waste Limited for a value up to twenty six million, eight hundred and seventy seven thousand four hundred and ninety five dollars excluding GST.
- d) request the Chief Executive report back to Council the outcomes of the negotiations.

On the further amendment being put Cr Glen called for a division:

Recorded	For	Against	Abstain
Her Worship the Mayor Sheryl Mai (Chairperson)		X	
Cr Stu Bell		X	
Cr Gavin Benney		X	
Cr Crichton Christie		X	
Cr Vince Cocurullo		X	
Cr Tricia Cutforth	X		
Cr Shelley Deeming		X	
Cr Sue Glen	X		
Cr Phil Halse		X	
Cr Cherry Hermon		X	
Cr Greg Innes		X	
Cr Greg Martin		X	
Cr Sharon Morgan		X	
Cr Anna Murphy	X		
Results	3	11	

The further amendment was Lost

On the amendment being put as the substantive motion Cr Martin called for a division:

Recorded	For	Against	Abstain
Her Worship the Mayor Sheryl Mai (Chairperson)	X		
Cr Stu Bell	X		
Cr Gavin Benney	X		
Cr Crichton Christie	X		
Cr Vince Cocurullo	X		
Cr Tricia Cutforth			X

Cr Shelley Deeming	X		
Cr Sue Glen	X		
Cr Phil Halse	X		
Cr Cherry Hermon	X		
Cr Greg Innes	X		
Cr Greg Martin	X		
Cr Sharon Morgan	X		
Cr Anna Murphy		X	
Results	12	1	1

**The motion was Carried
as the substantive Motion**

Cr Cocurullo joined the meeting at 9.09am during the update from staff.

Marsden City Proceedings

The Mayor noted that the Marsden City proceedings had concluded and read the following statement:

“Proceedings between the defendants in CIV-2015-488-72 have been resolved. The terms of the resolution are confidential as between the parties and the Whangarei District Council believes the resolution will ensure the integrity of the assets that were the subject of the proceedings in the Marsden City development. Inspections and works have a commencement date of 1/2/18 with works to be completed by 31/5/19.

The Agreement does not in any way constitute, and is not to be taken as, an admission of liability on any part of any of them, whether express or implied.

5. Closure of Meeting

The meeting concluded at 10.28am

Confirmed this 22nd day of February 2018

Her Worship the Mayor Sheryl Mai

6.1 Elected Member appointments

Meeting: Council
Date of meeting: 22 February 2018
Reporting officer: Carolyne Brindle

1 Purpose

To update the membership of the Community Funding Committee and Council representation on outside organisations.

2 Recommendation/s

That Council;

- a) notes the appointment of Councillor Benney to the Community Funding Committee and that the Committee Terms of Reference be updated accordingly.
- b) appoints Councillor Benney to represent Council on the following outside organisations:
 - Youth Advisory Panel (Sector/Reference Group)
 - Citizens Advice Bureau Whangarei Inc (Community Sector Reference Group)
 - Kamo Community Inc (Community Group).

3 Background

As a result of the resignation of Councillor Golightly it is necessary to update both the membership of the Community Funding Committee and Council representation on outside organisations.

4 Discussion

4.1 Community Funding Committee

The resignation of Councillor Golightly has resulted in a reduction in the number of members on the Community Funding Committee. The Terms of Reference for the Committee provide for seven members.

The Mayor has chosen to exercise the powers in Section 41A of the Local Government Act and has appointed Councillor Benney to this Committee.

4.2 Outside Organisations – Appointments

Councillor Golightly was appointed by Council to the following outside organisations:

- Youth Advisory (Sector/Reference Group)
- Citizens Advice Bureau Whangarei Inc (Community Sector Reference Group)
- Kamo Community Inc (Community Group).

Councillor Benney has indicated that he is willing to represent Council on these organisations.

It is recommended that Councillor Benney represent Council on the organisations listed.

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.

6.2 Public Notice of Intention to Vest Land, Containing the Hikurangi Multi-use Hardcourt Facility, as Recreation Reserve

Meeting: Whangarei District Council
Date of meeting: 22 February 2018
Reporting officer: Sue Hodge (Manager Parks and Recreation)

1 Purpose

To seek the approval of Council to make public notice and consult on its intention to pass a resolution to declare the land containing the Hikurangi Multi-use hardcourt facility (Part Allot N5 PSH OF Hikurangi) to be a Reserve pursuant to Section 14 of the Reserves Act (the Act).

2 Recommendation

That the Whangarei District Council approve the public notice of its intention to declare Part Allot N5 PSH Of Hikurangi to be a Recreation Reserve and to hear any submissions or objections received.

3 Background

In August 2017, Council approved the purchase of Hikurangi tennis courts from the Hikurangi Tennis Club for the sum of \$1.00, to enable Council to redevelop the complex into a multiuse hardcourt facility. Conditions of the sale included Council resolving to redevelop the site for a multisport facility, at its cost, and vesting of the land as Recreation Reserve.

Council has now purchased the property by way of transfer and can follow the process prescribed under section 14 of the Act to declare the land to be a Recreation Reserve.

Where land is vested as reserve, the Act requires that reserves are assigned to their appropriate class to ensure their control, management, development, use and preservation in accordance with the classification. Classifying the subject land as Recreation Reserve is the appropriate classification under the Reserves Act and will promote the use and development of the land for recreation and sporting activities and the physical welfare and enjoyment of the public.

4 Process

Before passing a resolution declaring the land to be vested with WDC as Recreation Reserve, the Act requires that public notice of Council's intention be made, and any objections considered by Council.

Following consideration of objections, which could include a hearing if any submitter chose to be heard, Council may pass a resolution and have the resolution gazetted (Council holds delegation under the Act). Where a resolution is gazetted under section 14(4) of the Act, the reserve shall be deemed to be classified accordingly for the purpose of section 16.

5 Significance and engagement

5.1 Significance

The decisions and matters of this agenda do not trigger the significance criteria of Council's Significance and Engagement Policy.

5.2 Engagement

Council will make public notice of its intention to vest the land as Recreation Reserve in accordance with the requirements of section 14 of the Reserves Act 1977. The public will also be informed via agenda publication on Council's website.

6.3 Whangarei Aquatic Centre Lease

Meeting: Whangarei District Council
Date of meeting: 22 February 2018
Reporting officer: Sue Hodge (Manager Parks and Recreation)

1 Purpose

To seek Council approval for the lease of the Recreation Reserve (Section 1 SO 482411), on which the Whangarei Aquatic Centre is located, to Sport Northland, for \$1.00, for a period of 33 years, with two 33 year rights of renewal.

2 Recommendation

That the Whangarei District Council approves the lease of the Recreation Reserve (Section 1 SO 482411), on which the Whangarei Aquatic Centre is located, to Sport Northland, for \$1.00, for a period of 33 years, with two 33 year rights of renewal.

3 Background

The Ted Elliott Memorial Pool Complex Agreement between Whangarei District Council and Sport Northland dated 15 November 2001 (Attachment 1) stipulates that Council will enter into a lease with Sport Northland. To date, the lease agreement has not been executed due to complications relating to the title boundaries across the complex, and the various legal classifications of land contained within.

Council resolved at the October 2015 meeting to address land tenure complications at the Whangarei Aquatic Centre, by redefining the complex into 6 sections, with the area to be leased to Sport Northland identified as 'Section 1' on SO Plan 482411 and declared as Recreation Reserve.

The redefinition of titles and associated gazette processes were finalised and Council approved the public notice of the proposed lease agreement at the March 2017 Council meeting in order to satisfy the consultation requirements of the Reserves Act 1977 (The Act). Public notice of the proposed lease was given on 29 November 2017 and closed on the 15 January 2018. There were no submissions received.

It should be noted that consultation was also undertaken with Richard Shepherd of Ngati Kahu O Torongare. Whilst no formal submission was received from the hapu, Mr Shepherd has expressed his hapu's position in relation to the lease area in earlier correspondence. In this correspondence, it was noted that the hapu have concerns about the manner in which consultation has been undertaken, due to the lease agreement having already been agreed to sometime prior and the effect this may have to nullify Waitangi claims made by the hapu for this particular land. It was acknowledged that the creation of the lease was a result of an agreement made by a previous Council and that the process was simply the finalisation of this agreement. Mr Shepherds comments have been noted.

Therefore, with no submissions having been received throughout the consultation period, this agenda seeks the approval of Council to enter into a lease agreement with Sport Northland in order to finalise the process begun in 2001.

4 Discussion

A copy of the proposed lease to Sport Northland is contained within attachment 2. This has previously been reviewed by Council's and Sport Northland's legal representatives. The public notification that is required by Section 54(2) of the Act was carried out between the 29/11/2017 to 15/01/2018 without any submissions being received.

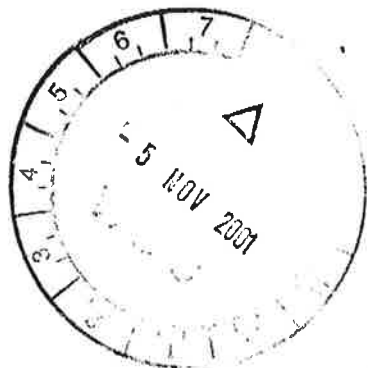
The lease term will be 33 years, with two rights of renewal each 33 years' duration.

5 Significance and engagement

The decisions and matters of this agenda do not trigger the significance criteria of Council's Significance and Engagement Policy and the public notice of the proposed lease agreement was advertised between the 29/11/2017 to 15/01/2018 without any submissions being received.

6 Attachments

1. Ted Elliott Memorial Pool Complex Agreement of 15 November 2001.
2. Proposed Lease to Sport Northland.



THE WHANGAREI DISTRICT COUNCIL

("the Council")

and

SPORT NORTHLAND

("Sport Northland")

**TED ELLIOTT MEMORIAL POOL
COMPLEX AGREEMENT**

AGREEMENT dated the 15 day of NOVEMBER 2001.

PARTIES

1. **THE WHANGAREI DISTRICT COUNCIL** ("the Council")
2. **SPORT NORTHLAND** ("Sport Northland")

INTRODUCTION

Whereas:

- A. The Council is the owner of certain properties situated at Riverside Drive/Ewings Road, Whangarei adjacent to the Hatea River upon which outdoor and indoor swimming pool facilities have been constructed.
- B. Sport Northland is a trust constituted for the purpose of (inter alia) managing and developing sports facilities.
- C. The Council has been considering alternative means of managing its pool facilities at Riverside Drive/Ewings Road with a view to ensuring that the maximum public usage is made of such facilities and that such are further developed to promote increased public use.
- D. Council is to transfer these pool facilities and to lease the land upon which such are situated to Sport Northland to enable Sport Northland to take over the management and future development of the pool facilities so as to facilitate the promotion, use and development of the pool facilities for the benefit of the public.

1.0 DEFINITIONS AND INTERPRETATIONS

Definitions

- 1.1 In this agreement, unless the context otherwise requires:

"Commencement Date" means the 1st day of November 2001.

"Council" and "the Council" means the Whangarei District Council.

"Sport Northland" means Sport Northland.

"The Land" means the land owned by the Council as detailed in Schedule 1 to this agreement.

"The management contract" means the agreement between the Council and Community Leisure Maintenance Limited dated 15 February 2000 annexed as Annexure A to this agreement.

"The pool facilities" means the swimming pools, buildings and other assets detailed in Schedule 2 to this agreement.



"The Term" means the period of the lease, including any renewal thereof, as detailed in clause 4.1 hereof.

Interpretation

1.2 In this agreement:

- (a) Where the context permits, the singular includes the plural and vice versa;
- (b) References to any **"party"** means a party to this agreement and includes the successors, executors, administrators and permitted assignees (as the case may be) of that party;
- (c) References to clauses, and to any attachments, schedules and annexures are references to clauses in, and to the attachments, schedules and annexures to, this agreement, unless stated otherwise;
- (d) Where the context permits, references to a **"person"** include an individual, firm, company, corporation or unincorporated body of persons, any public, territorial or regional authority, any government, and any agency of any government or of any such authority;
- (e) An obligation to do any positive act pursuant to this agreement shall include also an obligation not to omit to do anything reasonably required for the proper performance of that act.

2.0 PURPOSE OF AGREEMENT

- 2.1 Council as the owner of the land and the pool facilities is to transfer the pool facilities and lease the land to Sport Northland to enable Sport Northland to be responsible for the continuing management of the land and the pool facilities and their further development as public swimming facilities.
- 2.2 Sport Northland will take on the responsibility of the current management and development of the land and the pool facilities to ensure their current usage and will actively pursue a programme to upgrade the pool facilities to facilitate increased public use.

3.0 TRANSFER OF THE POOL FACILITIES

- 3.1 In consideration of payment by Sport Northland of the sum of \$1.00 to the Council (the receipt of which sum is hereby acknowledged) the Council hereby transfers to Sport Northland the pool facilities such transfer to take effect from the commencement date.

4.0 LEASE OF THE LAND

- 4.1 From the commencement date the Council will lease the land to Sport Northland for thirty three (33) years from the commencement date such lease to be on the same terms and conditions as are contained in the lease by which Sport Northland leases land from



the Council at Kensington Park (*mutatis mutandis*) amended to ensure the lease complies with the requirements of the Reserves Act 1977 with such lease to include two (2) rights of renewal of 33 years each.

5.0 SPORT NORTHLAND'S OBLIGATIONS

5.1 For the term Sport Northland shall:

- (i) Undertake the obligations of the Council, other than as provided for herein, under the management contract.
- (ii) Be responsible for the future management, administration and development of the pool facilities.
- (iii) Pursue the upgrading of the pool facilities as hereafter provided.
- (iv) Commence an upgrade of the pool facilities along the lines of the aquatic leisure facility as depicted in the concept plan attached hereto as Annexure B subject to adequate funding arrangements being finalised.
- (v) Pursue all possible sources of funding other than from the Council to enable the implementation of this future development of the pool facilities in terms of this concept plan so as to minimise as much as possible the financial commitment to such development as would otherwise be required from the Council.
- (vi) Manage the pool facilities so as to enhance, promote and maximise their usage by and for the public of the district administered by the Council.
- (vii) Be responsible for all managerial, operational and contractual obligations entered into with respect to the management, operation and development of the pool facilities from the commencement date for the term.
- (viii) Apply all funding howsoever received by it in relation to the pool, such including all moneys payable to it by the Council pursuant to the Council's obligations under clause 6 hereof, together with all revenues generated by the use of the pool facilities towards the management, administration, development and upgrading of the pool facilities. This subclause shall not apply to funds paid to Sport Northland pursuant to clause 6.1(x).

6. THE COUNCIL'S OBLIGATIONS

6.1 For the term the Council shall:

- (i) Assign its obligations under the management contract to Sport Northland.
- (ii) Grant a lease of the land to Sport Northland in terms of clause 4.1 hereof.
- (iii) Pay to Sport Northland all moneys that would otherwise be payable to Community Leisure Management Limited under the management contract providing always that such liability to fund that company will reduce to the extent



by which the upgrading of the pool facilities generates additional revenue over and above fixed costs.

- (iv) Pay to Sport Northland any costs constituting deferred maintenance costs with respect to the pool facilities where such are deferred maintenance costs not otherwise the responsibility of the contractor under the management contract such deferred maintenance costs including any or all decommissioning of equipment and any or all replacement of equipment or services for the pool facilities for such period as coincides with the duration of the management contract provided always that such depreciation fund as is maintained by the Council at the date of this agreement in respect of the pool facilities shall remain the property of the Council.
- (v) Meet all costs with respect to the management and maintenance of the pool facilities during the term of the management contract where such costs are not otherwise covered by the management contract.
- (vi) From the termination of the management contract meet all costs (including deferred maintenance and other maintenance costs with respect to the pool facilities) where such are not otherwise payable or recoverable providing always that the Council's liability under this subclause shall be subject to the prior written approval of the Council.
- (vii) To provide funding of at least 40% of the cost of the proposed upgrade of the pool facilities in terms of the concept plan attached as Annexure B provided always that the Council approves of such capital expenditure before any binding obligations with respect thereto are entered into by Sport Northland.
- (viii) For the term of the lease, and any renewal thereof, maintain all areas of open space outside the physical boundaries of the pool facilities for so long as such areas of open space remain as areas of open space providing always that such areas will be available for unrestricted public usage.
- (ix) From the termination of the management contract for the balance of the term of the lease and any renewal thereof maintain all carparks on the land provided always that such carparks will be available for unrestricted public usage.
- (x) Pay to Sport Northland a sum to compensate it for the costs of the administration of the pool facilities (such including, but not limited to, accounting, costs of general administration and monitoring, insurance and project development oversight) together with a margin thereon equating to 10 percent of such costs with the quantum of such compensation to be paid by the Council being as agreed between the parties and failing agreement as fixed by reference to the dispute resolution process set out in clause 13 of the agreement.



7.0 OPERATIONAL MANAGEMENT

- 7.1 As part of the management of the pool facilities a management committee ("the committee") shall be established such to be responsible for the use of the pool facilities as they now exist and as they may be developed and operated.
- 7.2 The committee shall consist of seven persons such to be appointed as follows:
- (i) Two nominees of the Council.
 - (ii) Two nominees of Sport Northland.
 - (iii) Three nominees of the user groups of the pool facilities.
- 7.3 Appointment of the three nominees of the user groups of the pool facilities will be made by agreement between the Council and Sport Northland following receipt of nominations from the user groups of the pool facilities.
- 7.4 The nominees of the user groups shall be subject to review every two years by the Council and Sport Northland with any review being undertaken on the same basis as that by which the initial nominees of the user groups of the pool facilities are to be appointed to the committee.
- 7.5 The operation of the committee shall be sourced and funded by Sport Northland out of revenues generated by the operation/management of the pool facilities subject to the Council maintaining its funding obligations under the management contract. The committee in setting directions and policies by which Sport Northland is to develop and operate the pool facilities will do so on the basis that the pool facility is one designed for the public of the Whangarei district generally and to the greatest extent possible it is envisaged that the programmes and services particularised in clause 7 of the management contract are to be preserved, maintained and enhanced to ensure that all users are adequately and properly provided for.

8.0 ADDITIONS OR ALTERATIONS

- 8.1 Sport Northland may undertake such alterations and additions to the pool facilities during the term as it may wish providing always if funding arrangements for such alterations and additions require input from the Council its prior consent will be obtained in writing.
- 8.2 Neither party shall be obligated to agree to any alterations or additions.

9.0 INSURANCE

- 9.1 Sport Northland shall be responsible for and shall maintain such insurance as it shall deem necessary to insure the pool facilities for their full replacement value against loss, damage or destruction by fire, earthquake, fire consequent upon earthquake, and against



such other risks as Sport Northland may deem necessary or desirable including, but not limited to;

- (a) Loss, damage or destruction of windows and other glass; and
- (b) Adequate public risk cover;

Provided always that premia for such insurance cover(s) shall be recoverable from the Council if not otherwise recoverable from the operation and management of the pool facilities by Sport Northland.

10.0 SPORT NORTHLAND'S INDEMNITIES AND LIMITATIONS ON LIABILITY

Sport Northland to Occupy Pool Facilities at Own Risk

- 10.1 Sport Northland shall occupy and use the pool facilities at Sport Northland's risk, and Sport Northland releases the Council (to the fullest extent permitted by law) 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 pool facilities.

Damage to Property in Pool Facilities

- 10.2 The Council shall have no obligation or liability for any loss of, or damage to, anything that may be in the pool facilities, nor shall the Council be under any obligation or liability to Sport Northland in respect of any loss, damage, cost or expense incurred by Sport Northland or any other person arising out of Sport Northland's management or occupancy of the pool facilities, except where it has been caused by or results from the Council's neglect or failure to comply with any obligation imposed on the Council under this agreement, and where the Council is not discharged from liability pursuant to any other provision of this agreement.

11.0 ASSIGNMENT

- 11.1 Save only to reserve to Sport Northland the right to assign its interest under this agreement to another charitable trust established for the same objectives and purposes and having the same aims as Sport Northland where such organisation has been established to enable Sport Northland to more satisfactorily meet its aims and objectives this agreement may not be assigned to another party.

12.0 DAMAGE OR DESTRUCTION

Destruction of Pool Facilities

- 12.1 If the pool facilities are destroyed or damaged to the extent of being incapable of repair or reinstatement then this agreement shall at once cease and terminate without right or claim by Sport Northland or the Council for compensation or damages because of such termination.



Damage to Pool Facilities

- 12.2 If, during the term, the pool facilities are damaged, but not so as to render them incapable of repair or reinstatement all insurance money received in respect of such damage shall be applied, for repairing or reinstating the pool facilities.

13.0 DISPUTE RESOLUTION

- 13.1 Should any dispute or disagreement whatsoever arise between the parties touching any matter under or relating to this agreement or if the parties shall fail to agree on any matter on which they are required by the terms of this agreement to agree any such dispute or difference or failure to agree shall be defined by notice by the party raising it to the other party and shall forthwith be discussed (on a "without prejudice" basis) by the parties in an attempt to resolve their difference amicably.

All discussions as to any matter in dispute relating to this agreement shall be held in such place as shall be appropriate and most convenient to the parties.

- 13.2 If it appears that the matter cannot be resolved after initial discussion the parties are to adjourn for at least two days and then again attempt to resolve the matter by discussion.
- 13.3 Only after discussion between the parties fails to produce agreement between them on the matter in dispute shall the matter be referred to arbitration in terms of the remaining provisions of this clause PROVIDED HOWEVER that, if a period of one (1) calendar month elapses from the date of service of a notice defining a dispute, such dispute may thereafter be referred by any party to arbitration in terms of the remaining provisions of this clause.
- 13.4 Subject to Clause 13.3 thereof any matter in dispute between the parties hereto, or any person claiming under or through any of the parties hereto, shall be determined by arbitration. Any referral to arbitration may be made by any party to the dispute and the matter so in dispute shall be determined by a sole arbitrator whose decision shall be final and binding upon the parties in all respects. The appointment of a sole arbitrator shall be agreed upon by the parties within seven (7) days of the referral first being made and, if not so agreed, shall be determined by the president for the time being of the Auckland District Law Society or someone appointed by him or her for such purpose. The arbitrator shall be, and is, hereby charged with determining matters at issue as expeditiously as is practical in the circumstances and in this regard the arbitrator shall in his or her complete discretion determine the venue and all procedural matters.

14.0 NOTICES

- 14.1 Any written notice (which, for the purposes of this agreement, shall include any request, instruction, report of any other communication to be given in written form) required to be given pursuant to this agreement shall (without limitation to any other means of giving notice) be deemed validly given if:



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- (a) Delivered by hand or sent by facsimile transmission (provided that the sender's facsimile machine confirms transmission to the intended recipient) to the intended recipient's physical address or facsimile number, as set out hereunder (or to such other physical address or facsimile number as the intended recipient shall notify the other party by written notice from time to time);

The Whangarei District Council
 Forum North
 Rust Avenue
 Whangarei
 Facsimile No. (09) 438 7632

Sport Northland
 Northern Advocate Building
 Water Street
 Whangarei
 Facsimile No. (09) 430 3479

- (b) Signed by:
- (i) A director of Sport Northland, or the pool facilities Manager, in the case of a notice to be served on the Council; or
 - (ii) The Council's General Manager or a duly appointed nominee in the case of a notice to be served on Sport Northland.

15.0 GENERAL

Costs

- 15.1 The Council shall meet its own legal costs and the reasonable legal costs of Sport Northland in respect of the preparation and completion of this agreement.

Partial Invalidity

- 15.2 Should any part of this agreement be or become void, or shall be voidable and shall be avoided, such part shall be deemed deleted from the remainder of this agreement, which remainder shall continue to be enforceable to the fullest extent permitted by law.

Variations

- 15.3 No variation to this agreement shall be valid or binding on the parties unless in writing.

Not Binding Until Executed

- 15.4 This agreement shall not be binding on the parties until it has been duly executed by all the parties.



16.0 TERMINATION

16.1 This agreement shall terminate at the time or at any time thereafter if Sport Northland:

- (i) shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of Sport Northland's creditors; or
- (ii) is made or declared to be insolvent or bankrupt or placed, put into or voluntarily goes into liquidation; or
- (iii) ceases to operate.

16.2 In the event that the Council considers that Sport Northland is in breach of its obligations under this agreement then the Council may give notice to Sport Northland of such breach, the action that the Council requires to be taken to remedy such breach and the time frame within which such remedy is to be effected. In the event that Sport Northland does not accept all or any part of any such notice issued by the Council then Sport Northland shall within seven (7) days initiate the dispute resolution procedure as set out in clause 13 of this agreement.

16.3 In the event that Sport Northland does not initiate the dispute resolution procedure as set out in clause 13 or such having been initiated the determination of such process is to uphold, either in whole or in part, the notice of the Council then the Council may serve a further notice on Sport Northland giving it thirty (30) days within which to implement the terms of its notice (where the dispute resolution procedure has not been initiated) or the decision as reached following the exercise of the dispute resolution procedure. If at the expiry of this thirty (30) day period Sport Northland has failed to rectify such breach then this agreement shall thereupon be determinable by the Council.

16.4 In the event that Sport Northland considers that the Council is in breach of its obligations under this agreement to and/or refuses to fund future maintenance and upgrades of the pool facilities or in the event of Sport Northland being unable to secure funding for such future maintenance or upgrades then Sport Northland shall have the right to terminate this agreement upon giving three (3) months notice in writing to the Council.

16.5 In the event that this agreement terminates for any reason, whether in terms of clause 16 of this agreement or not, then upon such termination Sport Northland and the Council will transfer the pool facilities to such other charitable trust which has aims and objectives either the same as or similar to those of Sport Northland such trust to be nominated by the Council.

17.0 REPORTING

17.1 During the term Sport Northland shall:

- (i) Keep accurate accounts and records of all income and expenditure in its management of the pool facilities.

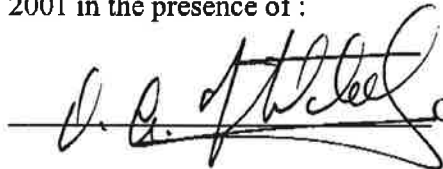


- (ii) Forward to the Council copies of all reports received by it from the contractor under the management contract and from any other contractor appointed at a future date to manage the pool facilities under any other management contract(s).
- (iii) Within 90 days of the end of its financial year forward to the Council a copy of its annual financial statement.

EXECUTION

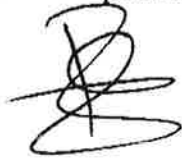
THE COMMON SEAL of THE)
 WHANGAREI DISTRICT)
 COUNCIL was hereto affixed)
 pursuant to Standing Order 4.5.2)
 this 31st day of October)
 2001 in the presence of :



 Council Secretary

THE COMMON SEAL of)
 SPORT NORTHLAND was)
 affixed in the presence of :





SCHEDULE 1

Land owned by the Council upon which the pool facilities are located

- (i) 1.0425 hectares more or less being part Lot 1 DP 54614 and being part Lot H Section 3 Block IX Whangarei Survey District – CT 16B/1383
- (ii) 455 square metres more or less being part Lot 1 DP 41681 – CT 22D/863
- (iii) 1963 square metres more or less being Lot 1 DP 46136 - CT 1925/85
- (iv) 2963 square metres more or less being Lot 2 DP 112981 – CT 63C/408
- (v) 4474 square metres more or less being Lot 1 DP 105346 – CT 58A/651
- (vi) 136 square metres more or less being part Lots 1 and 2 Deeds Plan W31 – CT 14D/346



SCHEDULE 2

The swimming pools, buildings and other assets constituting the pool facilities vacated on the land

The buildings and outdoor swimming pool located at 5 Riverside Drive
 The indoor heated swimming pools and the building encompassing such pool situated at 5 Ewing Road
 Pressure Filter Tanks
 Submersible Pumps
 2.5 hp Chlorine Pumps
 S/s Slurry Tanks and Agitat
 Rotor Meters
 De Dosing Pumps
 Rinnai Water Heater
 Vacuum Cleaners – Submers
 Aquatherm Furnaces (Boile)
 Heat Pumps
 S/s Spa Pool Systems
 De Filter System
 Electric Motor – Pumps
 Air Ventilation Plant &
 Sml Air-condition Plant – Exh
 Olympic/Heated Pools Plan
 Macball Pool Cover W/fra
 Ice Aire Freezer
 Aquarun
 Hot Water Blaster
 Macball Pool Cover
 Vacuum Cleaner
 Entry and Exit System
 Pool Upgrade Moder maintenance
 Phillips Microwave Oven
 Cash Register Dimock
 Publicv Address System Phi
 TPG Pentium 75 PC
 Start SP212 Receipt Printer
 Alpha 20 Hand Scanner
 HP Deskjet 600
 Omron 17P EFTPOS terminal
 Kaiyo Pentium
 Kaiyo Pentium-120
 Agiphon 200 Payphone
 Recond SBX6 PABX
 Kaiyo Pentium
 10 x 2 Tier Lockers
 Address System



ANNEXURE A

TED ELLIOTT MEMORIAL POOL COMPLEX WHANGAREI

AGREEMENT made this

15th

day of

February


2000
1999BETWEEN THE WHANGAREI DISTRICT COUNCIL ("the Council")A N D COMMUNITY LEISURE MANAGEMENT LIMITED ("the Contractor")

RECITALS

- A. Council is the owner of the swimming pool facility situated at Ewings Road, Whangarei adjacent to the Hatea River such comprising both an outdoor and an indoor group of pool facilities ("the pool complex")
- B. The Council has accepted the tender by the Contractor to act as the Manager of the pool complex such management to be under the terms of this agreement.
- C. The Council and the Contractor agree that the Contractor shall from the 1st day of January 1999 take on the management of the pool complex on the terms and conditions herein set out.

1. Term

- .1 Subject to the following provisions of this agreement the management contract hereby entered into shall be for a term of five (5) years commencing on the 1st day of January 1999.



- .2 If the Contractor has not been in breach of this agreement and has given to the Council written notice of its wish to renew this agreement at least three (3) calendar months before the end of the term then the Council will renew the agreement for a further term of five (5) years from the 1st day of January 2004 **PROVIDED ALWAYS** that the parties are able to agree on the terms and conditions upon which such contract is to be renewed.

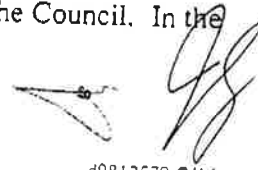
2. Consideration

- .1 While the Contractor shall during the term be entitled to all revenue generated by the operation of the pool complex the Council shall in addition thereto make the following payments to the Contractor during the term:

- (i) For the first year of the term the sums of :

- (a) \$240,000.00 (exclusive of goods and services tax) such to be paid by 12 equal calendar monthly payments with the first of such payments to be made on the 1st day of January 1999 and on the first day of each month thereafter; and
- (b) \$30,000.00 (exclusive of goods and services tax) such to be used solely on the maintenance of the pool complex such being payable by 12 equal calendar monthly payments with the first of such payments to be made on the 1st day of January 1999 and on the first day of each month thereafter.

- (ii) For the remaining four years of the term such sums as shall be determined by the Council providing always that such sums shall not exceed the amounts payable during the first year of the term with such payments to be annually reviewed by the Council. In the



event that the sums as shall be determined by Council for the remaining four (4) years of the term are determined at amounts less than that payable during the first year of the term as provided for hereby the contractor can dispute such determination(s) and refer the same to review by way of arbitration pursuant to clause 26 hereof **provided always** that on such review the amounts payable by the Council shall not be determined at a sum or sums which would exceed the amount payable during the first year of the term.

- .2 If during the term the existing outdoor pool is used the Council shall reimburse the contractor for water loss from the use of such pool to a maximum sum of \$10,000.00 per four month summer season during which such pool might be open for use providing always that the liability of the Council under this provision shall cease if the existing leak or leaks resulting in water loss from the existing outdoor pool is/are fixed. The Contractor acknowledges that this sum has been determined on the basis that the outdoor pool is open and used for the whole of any summer season, such extending from the 1st of November in any one year through to the 28th of February in the following year. In the event that the outdoor pool is used for part only of such a season then the sum payable by Council to the Contractor pursuant to this provision shall be rebated on a per diem basis calculated on the basis of the number of days that such pool is full and potentially subject to water loss as against those days which it could have been used if open for the whole of such a season.

3. Outgoings

- .1 The Contractor shall be subject to all outgoings for the pool complex during the term such including but not being limited to -
- (i) Rates or levies payable to any local or territorial authority.



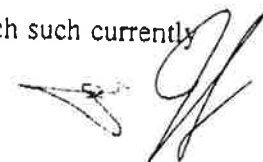
- (ii) Charges for water, gas, electricity, telephones and other utilities or services.
- (iii) Rubbish collection charges.
- (iv) New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and fire fighting equipment.
- (v) Insurance premiums and related valuation fees.
- (vi) Service contract charges for air conditioning and other building services.
- (vii) Cleaning maintenance and repair charges including charges for repainting, decorative repairs and the maintenance and repair of building services to the extent that such charges do not compromise part of the cost of a service maintenance contract, but excluding charges for exterior painting and structural repairs to the building (minor repairs to the roof of the building shall not be a structural repair).
- (viii) The provisioning of toilets and other shared facilities.
- (ix) The cost of ground maintenance i.e. lawns, gardens and planted areas including plant hire and replacement.
- (x) The costs incurred and payable by the Council in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by Section 45 of the Building Act 1991.
- (xi) The costs incurred in the marketing and promotion of the pool complex.
- (xii) The costs of all chemicals required in the operation of the filtration and cleaning systems applicable to the pool complex.
- (xiii) All staff training and uniforms.
- (xiv) All security costs.
- (xv) All administrative costs including accounting, computer operation costs, provision of stationary, printing and postage.

4. Responsibilities of the Contractor

.1 The Contractor shall :



- (i) Devote such time, attention and energy to the management of the pool complex as is required providing always that during the term of this contract the Contractor is not precluded from engaging in other business activities.
- (ii) Be responsible for the day to day administration of the pool complex so that it is put to maximum use.
- (iii) In a proper and workmanlike manner and to the reasonable requirements of the Council
 - (a) Keep and maintain the interior of the pool complex including the Council's fixtures and fittings in the same clean order repair and condition as they were in at the commencement of this lease and will at the end or earlier determination of the term quietly yield up the same in the like clean order repair and condition. In each case the Contractor shall not be liable for fair wear and tear arising from reasonable use or damage by fire earthquake flood storm act of God inevitable accident or any risk against which the Council is insured unless the insurance moneys are rendered irrecoverable in consequence of any act or default of the Contractor or the Contractor's agents employees contractors or invitees.
 - (b) Repair all glass breakages and breakage or damage to all doors windows light fittings and power points of the pool complex and shall keep that portion of the electrical system of the pool complex from the switchboard to all power outlets in good operating condition.
 - (c) Make good any damage to the pool complex caused by improper careless or abnormal use by the Contractor or those for whom the Contractor is responsible.
 - (d) Keep and maintain all car parks pavings and other sealed or surfaced areas in the same order and repair in which such currently



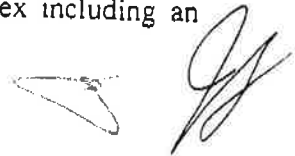
appear. Such current order and repair being as shown in the photograph/photographs of the carparks, pavings and the sealed or surfaced areas as is/are annexed hereto.

- (e) Keep all the grounds yards and surfaced areas in a tidy condition and maintain any garden or lawn areas in a tidy and cared for condition.
 - (f) Keep and maintain the storm or waste water drainage system including downpipes and guttering clear and unobstructed.
 - (g) Carry out such works to the pool complex as the Council may require in respect of which outgoings are payable by the Contractor.
- (iv) Regularly cause all rubbish and garbage to be removed from the pool complex and will keep any rubbish bins or containers in a tidy condition. The Contractor will also at the Contractor's own expense cause to be removed all trade waste boxes and other goods or rubbish not removable in the ordinary course by the local authority.
- (v) Daily clean the pool complex including the yards and grounds.
- (vi) Be responsible for such maintenance and repair work as shall be necessary to enable the pool complex to be issued with a building warrant of fitness as required by Section 45 of the Building Act 1991. The Contractor has the right to request Council assistance for any major structural works that may be required to gain a warrant of fitness.

5. Accounts and Records

.1 The Contractor shall :

- (i) Keep accurate accounts and records of all expenditure incurred and receipts received in its management of the pool complex including an



accurate record of all bookings and use of the complex including the use of all vending machines installed in the pool complex.

- (ii) Within 30 days of the end of each three monthly period and within 60 days of the end of each year during the currency of this agreement and within 60 days of its expiry deliver to the Council a detailed report and statement summarising activities and events which have taken place in the pool complex during that preceding quarter, accounts of income and expenditure and accounts as to how the maintenance sum has been expended.

- .2 In addition to the above reporting the Contractor will develop a regime of regular reporting so as to inform the Council on performance as measured by visitor numbers, programme development, customer satisfaction, significant events, asset maintenance and financial performance.

6. Health Safety and Quality Assurances

- .1 The Contractor will develop a model of quality assurance to ensure that all operating systems in the pool complex are robust and that hygiene safety and service standards can be maintained to satisfactory levels.
- .2 The Contractor shall develop a health and safety plan to be approved to the requirements of the Department of Labour. The plan will cover the following key points:
 - (i) Identifying hazards;
 - (ii) Establishing hazard control;
 - (iii) Staff training;
 - (iv) Accidents and near-miss accident reports;
 - (v) On going monitoring of health and safety;
 - (vi) Health and safety for all contractors;
 - (vii) Health and safety guidelines for visitors;

(viii) Emergency procedures and training.

.3 The Contractor will develop a service performance agreement to cover customer care such to include :

- (i) Regular monitoring of customer satisfaction levels.
- (ii) Opportunities for customer input into the operation of the pool complex and its programmes with a follow up given to all customers making serious suggestions.
- (iii) Regular reviews of the needs of the Whangarei District to monitor trends and demands so that programmes reflect such factors.
- (iv) Development of focus groups to enable the Contractor to obtain a clear picture of community perceptions of the pool complex.
- (v) Feedback from customers on the value of the programmes offered in the pool complex.
- (vi) Staff training in customer service including communication skills, telephone and reception procedures, programme delivery, dealing with special needs groups and the use of all systems.

.4 The Contractor covenants that the guidelines for pool supervision as established by the Hillary Commission will be maintained at all times when the pool complex is open for public attendances.

7. Programmes and Services

.1 The Contractor shall honour all the following existing contracts and bookings made by the Council at the pool complex:

- (i) Kingfish Aquatics Aquarobics
- (ii) Arthritis Foundation
- (iii) Canoe Polo
- (iv) Elderly Exercise
- (v) Master Club

- (vi) M.S. Society
- (vii) Whangarei Swim Club
- (viii) Underwater Hockey
- (ix) Fifties Forward Club
- (x) All other existing contracts or bookings not hereinbefore identified.

.2 The Contractor will seek to develop a range of programmes which ensure that the pool complex is responsive to the leisure needs of the Whangarei District and that it is used to its capacity. Particular attention will be paid to the scheduling of programmes to allow different members of a family to attend simultaneous activities.

.3 In addition to the existing programmes which are to be maintained the Contractor will look to develop the following activities :

- (i) Recreational swimming.
- (ii) Swim schools including learning to swim, squad coaching, competitive squad coaching and school water confidence and water safety programs.
- (iii) Use by the Whangarei Swimming Club.
- (iv) Extending programmes offered to disability groups.
- (v) Use of the pool complex by the 50's Forward Club.
- (vi) Promotional events.
- (vii) Family evenings.
- (viii) Use by school.
- (ix) Local business outings.
- (x) Training and safety courses.
- (xi) Scuba diving training.
- (xii) Outdoor activities compatible with the pool complex.
- (xiii) Aquarobics.
- (xiv) School holiday programmes.
- (xv) Leisure activities appropriate for the pool complex.

- .4 The Contractor may set charges for admission to the pool complex at a rate not exceeding \$3.50 per adult and \$2.00 per child under the age of 15 years with any increase in such charges to be subject to approval by the Council. The Contractor will advise the Council of all other charges to be made by it for the use of the pool complex and of any changes to such charges. The Council and the Contractor will negotiate any review of the scale of charges each year providing always that no increase in charges will be approved so as to take effect prior to the 1st of January of the following year of the term.

8. Marketing

- .1 The Contractor shall actively promote the pool complex and in so doing will prepare a marketing plan to guide the long term marketing of the pool complex and to identify principal community needs to be met and target those markets within the Whangarei District.
- .2 The pool complex will be promoted through existing users including schools, clubs and community groups and with local newspapers and by means of regular leaflet drops. Every effort will also be made to generate free promotional opportunities wherever possible.

9. Staff

- .1 During the term of this agreement the Contractor shall employ sufficient qualified staff to ensure the safe and effective operation of the pool complex.
- .2 The Contractor will endeavour to enhance job satisfaction and the performance of staff and will provide training to staff in all aspects of pool operation including the provision of opportunities to gain technical qualifications applicable to their employment.

- .3 The Contractor assumes responsibility for all redundancy liabilities with respect to the staff employed at the pool complex who were originally employed by the Council but are now employed by the Contractor as from the 1st of January 1999.

10. Asset Maintenance

- .1 The Contractor shall ensure that a preventative maintenance strategy is adopted at the pool complex such to incorporate :
- (i) The preparation of an annual maintenance plan in consultation with the Council.
 - (ii) The employment of reputable trades people for maintenance work where necessary.
 - (iii) The maintenance of a record of all maintenance work undertaken.
 - (iv) The development of a periodic preventative maintenance schedule.
 - (v) The completion of remedial maintenance work as quickly as is practicable.
 - (vi) The completion of a comprehensive cleaning schedule.
 - (vii) The undertaking of monthly health and safety inspections.

11. Damage to or Destruction of the Pool Complex

- .1 If the pool complex or any portion of the pool complex shall be destroyed or so damaged as to render the pool complex unusable then the term shall at once terminate
- .2 If the pool complex or any portion of the pool complex shall be damaged but not so as to render the pool complex totally unusable then this agreement may be terminated by either party by one (1) months notice in writing from either party to the other.

- .3 Any termination pursuant to these provisions shall be without prejudice to the rights of either party against the other.

12. Temporary Closure of the Pool Complex

- .1 In the event of it being necessary to close the pool complex due to any machinery breakdown or to any other cause whatsoever the Council shall not be liable to the Contractor for any loss of revenue that may result therefrom.

13. Additions and Alterations

- .1 The Contractor shall neither make nor allow to be made any alterations or additions to any part of the pool complex without first producing to the Council on every occasion plans and specifications and obtaining the written consent of the Council (not to be unreasonably or arbitrarily withheld) for that purpose. If the Council shall authorise any alterations the Contractor will at the Contractor's own expense if required by the Council at the end of the term reinstate the pool complex. The Contractor will promptly discharge and procure the withdrawal of any liens or charges of which notice may be given to the Contractor or the Council in respect of any work carried out by the Contractor.
- .2 The Contractor, when undertaking any "building work" to the pool complex (as that term is defined in the Building Act 1991), shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to that Act.

14. Dangerous or Noxious Activities

- .1 The Contractor shall not

- (a) bring upon or store within the pool complex nor allow to be brought upon or stored within the pool complex any machinery goods or things of an offensive noxious illegal or dangerous nature, or of such weight size or shape as is likely to cause damage to the buildings or any surfaced area,
- (b) use the pool complex or allow them to be used for any noisome noxious illegal or offensive trade or business, or
- (c) allow any act or thing to be done which may be or grow to be a nuisance disturbance or annoyance to the Council or any other person, and generally the Contractor shall conduct the Contractor's business upon the pool complex in a clean and orderly manner free from damage nuisance disturbance or annoyance to any such persons but the carrying on by the Contractor in a reasonable manner of the activities permitted hereunder shall be deemed not to be a breach of this clause.

15. Facility Development

The Contractor shall use its best endeavours to implement any development plans which might be approved by Council.

16. Responsibilities of the Council

1. The Council shall keep and maintain the building and all building services housing and servicing the pool complex in good order and repair but shall not be liable for any:
- (a) Repair or maintenance which the Contractor is responsible to undertake; or
 - (b) Want of repair or defect in respect of building services so long as the Council is maintaining a service maintenance contract covering the work to be done; or
 - (c) Repair or maintenance which is not reasonably necessary for the Contractor's management of the pool complex.

- (d) Loss suffered by the Contractor arising from any want of repair or defect unless the Council shall have received notice in writing thereof from the Contractor and shall not within a reasonable time thereafter have taken appropriate steps to remedy the same.

17. Council Inspection and Repair

- .1 The Council and the Council's employees, contractors and invitees may at all reasonable times enter upon the pool complex to view its condition. If the Council shall give the Contractor of written notice of any failure on the part of the Contractor to comply with any of the requirements of the Contractor as provided for herein the Contractor shall with all reasonable speed so comply.
- .2 If default shall be made by the Contractor in the due and punctual compliance with any repair notice given pursuant to the previous clause or in the event that any repairs for which the Contractor is responsible require to be undertaken as a matter of urgency then without prejudice to the Council's other rights and remedies expressed or implied the Council may by it's employees and contractors with all necessary equipment and material at all reasonable times enter upon the pool complex to execute such works. Any moneys expended by the Council in executing such works shall be payable by the Contractor to the Council upon demand together with interest thereon at the default interest rate from the date of expenditure down to the date of payment.
- .3 The Contractor shall permit the Council and the Council's employees and contractors at all reasonable times to enter the pool complex to carry out repairs to the pool complex and to install, inspect, repair, renew or replace any services where the same are not the responsibility of the Contractor all such repairs, inspections and work to be carried out with the least possible inconvenience to the Contractor.

- .4 Subject to the Contractor's compliance with the provisions of Clause 3 hereof the Council shall pay all outgoings in respect of the pool complex not payable by the Contractor direct. The Council shall be under no obligation to minimise any liability by paying any outgoing prior to receiving payment from the Contractor.

18. Insurance

- .1 The Council shall insure and keep insured the pool complex to its full replacement value or, at the sole discretion of the Council, to its full insurable value on an indemnity cover basis against loss, damage or destruction by fire, earthquake, fire consequent upon earthquake, flood and against other such risks as the Council may deem necessary or desirable.
- .2 The Contractor shall keep current, at its own cost, at all times during the term:
- (i) A public risk insurance policy in relation to the pool complex and the Contractor's business in the facility for \$1 million; and
 - (ii) An insurance policy on a replacement basis in respect of all insurable risk to all glass within or enclosing the facility.
- .3 The insurance policies effected by the Contractor shall be effected with an insurance company approved by the Council, and shall be in the joint names of the Contractor and the Council. The Contractor shall, whenever requested by the Council, supply the Council with copies of, and certificates of currency for, such policies.
- .4 The Contractor shall not do, or permit to be done, anything upon the pool complex whereby any insurance effected by the Contractor in respect of the pool complex or any property comprised in the pool complex may be rendered

void or voidable, or (except with the Council's prior written approval) whereby the premium payable on any insurance is likely to increase.

19. Assignment

The Contractor shall not be permitted to assign or subcontract any part of its obligations under this agreement except with the prior written approval of the Council there being no obligation on the Council to grant such consent.

20. Inconsistent Activities

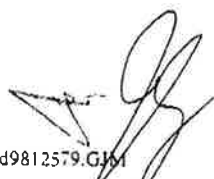
- .1 The Contractor shall not do or suffer to be done in or upon the pool complex or any part thereof or the grounds or yards any act or thing which shall be or may become a nuisance or inconvenience to the Council or undertake any activity which is not in the opinion of the Council (which opinion shall be final and binding) contemplated by the Council as being an activity suitable for the pool complex.

21. Default

- .1 The Contractor shall be liable for all the Council's costs (including those between solicitor and client) incurred by the Council pursuant to any default of the Contractor and any other losses or expenses which may be incurred by the Council or for which the Council is or may become liable as a result of the default of the Contractor.

22. Major Policy Change

- .1 The Contractor shall have the right to renegotiate the annual amount paid by the Council in the event of a major policy change made by the Council or other



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Authorities which impacts on rates or other charges payable hereunder by the Contractor.

23. Termination

- .1 The Council may terminate this agreement at the time or at any time thereafter
 - (i) in case of breach by the Contractor of any covenant or agreement on the Contractors part herein expressed or implied;
 - (ii) if the Contractor shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Contractor's creditors;
 - (iii) in the event of the insolvency, bankruptcy or liquidation of the Contractor;
 - (iv) if the Contractor shall suffer distress or execution to issue against the Contractor's property goods or effects under any judgment against the Contractor in any Court for a sum in excess of \$5,000.00.but without prejudice to the rights of either party against the other.
- .2 In the event that the Council is of the opinion that the pool complex is not being used, or not being used sufficiently, for the usage envisaged by this agreement then it may on one months notice in writing to the Contractor cancel this agreement providing always that it will have given the Contractor an opportunity to explain its usage of the facility before exercising its rights hereunder. Any such termination shall be without prejudice to the rights of either party against the other.
- .3 In the event that the Council wishes to restructure the pool complex and to determine the use of the existing outdoor pool facility and to redevelop that area from its current use to an alternative commercial use the Council may terminate this agreement with respect to that part of the pool complex so as to enable such alternative commercial usage of that area to be undertaken

providing always that three months notice in writing is given to the Contractor of such determination. Upon such notice taking effect the payments being made by the Council to the Contractor pursuant to clause 2 hereof shall be adjusted to take into account the cessation of the use of the outdoor pool facility with any disagreement between the parties as to the extent to which the payments being made by the Council to the Contractor are to abate to be determined by arbitration pursuant to clause 26 hereof providing always that the intended abatement will relate to the extent to which the payments being made by the Council were to facilitate the continued operation of the outdoor pool facility."

24. Severability of Condition

- .1 Should any part, term or provision of this agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

25. Notices

- .1 Any notice to be given to the Council or the Contractor hereunder shall be deemed sufficiently served if
- (i) sent by registered post to the addressee's last known address in New Zealand, or
 - (ii) in the case of a body corporate sent to its registered office, or
 - (iii) if there is no last known address or registered office, placed conspicuously on any part of the premises.
- .2 Any notices so posted or placed shall be deemed to have been served on the day following the posting or placing thereof. Anything served or given by the Council shall be valid if served or given under the hand of its General Manager, Secretary or other authorised representative of the Council.

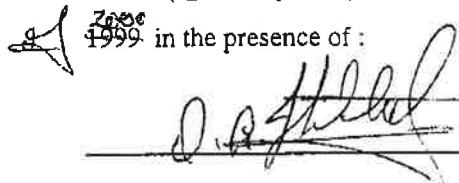
26. Arbitration

- .1 All disputes and differences between the parties shall be submitted to the arbitration of a single arbitrator if one can be agreed upon or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration) such arbitration to be carried out in accordance with the provisions of the Arbitration Act 1996 or any then statutory provisions relating to arbitration.

IN WITNESS whereof the parties have executed this agreement.

THE COMMON SEAL of THE)
 WHANGAREI DISTRICT)
 COUNCIL was hereto affixed)
 pursuant to Standing Order 4.5.2)
 this 15th day of February)
 1999 in the presence of :)

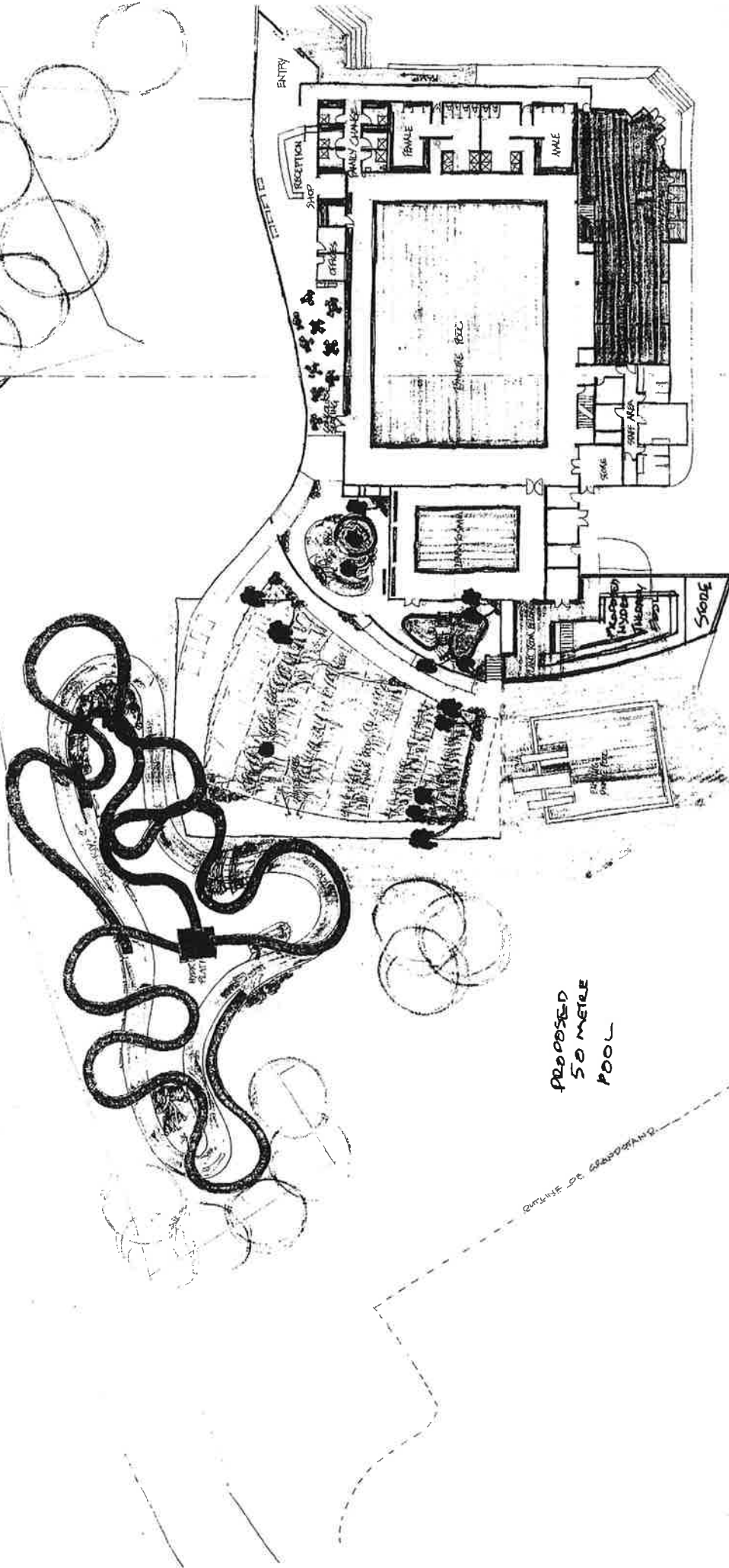



 Council Secretary

THE COMMON SEAL of)
 COMMUNITY LEISURE)
 MANAGEMENT LIMITED)
 was hereunto affixed in the)
 presence of :)







PROPOSED
50 METRE
POOL

QUAYNE OR GRASSYLAND

Lease instrument
(Section 115 Land Transfer Act 1952)

2009/3073EF
APPROVED
Registrar-General of Land

Affected instrument Identifier
and type (if applicable)

All/part

Area/Description of part or stratum

CFR 745273

All

Lessor

WHANGAREI DISTRICT COUNCIL

Lessee

SPORT NORTHLAND

Estate or Interest

Insert "fee simple", "leasehold in lease number", etc.

fee simple

Lease Memorandum Number (if applicable)

Term

Thirty three (33) years

Rental

\$1.00 per annum

Lease and Terms of Lease

If required, set out the terms of lease in Annexure Schedules

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected computer register(s) for the Term and at the Rental and on the Terms of Lease set out in the above Lease Memorandum or in the Annexure schedule(s) (if any)

Annexure Schedule

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Continue in additional Annexure Schedule, if required

IN CONSIDERATION of the Annual Rent hereinafter reserved and of the covenants, conditions and stipulations on the part of the Lessee contained or implied herein the Lessor, (pursuant to and exercise of the powers conferred upon it by the Local Government Act 2002 and the Reserves Act 1977 and all other enabling powers), leases to the Lessee the Land for the Term and at the Annual Rental (subject to review) as set out in the First Schedule subject to the covenants conditions and restrictions set out in the Second Schedule and the Lessee accepts the lease to be held by it as tenant subject to the covenants conditions restrictions and covenants set out in this lease.

The Lessor and the Lessee covenant and agree as set out in the Second Schedule.

Whenever words or phrases appear in this lease 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.

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FIRST SCHEDULE**Reference Schedule**

Lessor:	Whangarei District Council
Lessor's Address:	Forum North, Rust Avenue, Whangarei
Lessee:	Sport Northland
Lessee's Address:	97 Western Hills Drive, Whangarei
The Land:	The land contained in CFR 745273
Term:	Thirty three (33) years
Commencement Date	1st day of November 2001
Termination Date:	31 October 2034
Renewal Term(s):	Two (2) rights of renewal for terms of thirty three (33) years duration on each occasion
Annual Rent:	\$1.00 plus goods and services tax
Annual Rent Instalment:	\$1.00 per annum
Rent Payment Date(s):	1st day of November in each year during the Term
Authorised Use:	Aquatic Centre
Minimum Public Liability Insurance:	\$1,000,000.00

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SECOND SCHEDULE

1. INTERPRETATION

In this deed unless the context indicates otherwise:

1.1 Definitions:

"Building" means all buildings, including alterations or additions and fencing owned or erected on the Land by the Lessee;

"Building Work" means work for or in connection with the construction, alteration, demolition or removal of a Building or any fixtures or Improvements and includes earthworks preparatory to or associated with that construction, alteration, demolition or removal and any work of a structural or retaining nature, and services associated with that work;

"Council" and **"the Lessor"** means Whangarei District Council and includes the Council's assigns;

"GST" means tax levied under the Goods and Services Tax Act 1985 and includes any tax levied in substitution for that tax;

"Improvement" means any improvement in or on the Land, and includes all pipes, drains, conduits and other connections for utilities that primarily serve the Land, regardless of whether they are located in or on the Land;

"Land" means the property contained CFR 745273;

"Lease" means this lease or any lease in substitution therefore;

"Lessee" means Sport Northland;

"Lessee's Agent" means a person for whose acts or omissions the Lessee is responsible and includes without limitation the Lessee's agents, employees, contractors and invitees;

"Rent" means the annual rent specified in the Reference Schedule subject to changes consequent upon Council's exercise of any right to review the annual rent;

"The Maintenance Agreement" means the agreement between the Lessor and the Lessee entitled the "Ted Elliott Memorial Pool Complex Agreement" as dated 1 November 2001 and includes any written variation or agreement in substitution thereof.

"Working Day" has the meaning given to it in the Property Law Act 2007. Notices served after 5pm on a Working Day, or on a day which is not a Working Day, shall be deemed to have been served on the next succeeding Working Day.

1.2 **Reference Schedule Expressions:** the expressions "Term", "Commencement Date", "Default Interest Rate", "Expiry Date", "Renewal Term(s)", "Final Expiry Date", "Rent Review Date(s)", "Required Use" and "Minimum Public Liability Insurance Cover" will be interpreted by reference to the Reference Schedule;

1.3 **Defined Expressions:** expressions defined in the main body of this deed have the defined meaning in the whole of this deed including the background;

1.4 **Gender:** words importing one gender will include the other genders;

Annexure Schedule

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- 1.5 Headings:** section, clause and other headings are for ease of reference only and will not affect this deed's interpretation;
- 1.6 Negative Obligations:** any obligation not to do anything will include an obligation not to suffer, permit or cause that thing to be done;
- 1.7 Parties:** references to parties are references to parties to this deed;
- 1.8 Persons:** references to persons will include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;
- 1.9 Plural and Singular:** words importing the singular number will include the plural and vice versa;
- 1.10 Schedules:** the schedules to this deed and the provisions and conditions contained in these schedules will have the same effect as if set out in the body of this deed;
- 1.11 Sections, Clauses and Schedules:** references to sections, clauses and schedules are references to this deed's sections, clauses and schedules;
- 1.12 Statutes and Regulations:** references to any statutory provision will include any statutory provision which amends or replaces it, and any subordinate legislation made under it.
- 1.13 Reference Schedule Provisions:** wherever words appear in the General Provisions of this Lease (clauses 1 through 31) that also appear in the Reference Schedule then those words shall mean and include the details supplied after them in the Reference Schedule.
2. **THE Lessee shall not later than the 1st day of November in each year during the Term pay to the Lessor in advance an Annual Rent of ONE DOLLAR (\$1.00) plus goods and services tax.**
3. **THE Lessee will pay and discharge all rates taxes water supply and electricity charges and/or other outgoings levied taxed assessed or payable in respect of the Land or any Building or Improvements erected thereon and will pay the costs of installation of all water and sewage services.**
4. **THE Lessor shall pay the costs of and incidental to the preparation and registration of this Lease.**
5. **THE Lessee shall from time to time as required by the Lessor at its own expense in all things erect such fence or fences and after erection at its own expense maintain such fence or fences in good order and condition to the satisfaction in all things of the Lessor.**
6. **THE Lessee will not erect any Building on the Land without first obtaining the written consent of the Lessor which consent may be given subject to conditions and the Lessee will comply with any such conditions.**
7. **THE Lessee will use the Land only for the Authorised Use and subject as herein provided shall indemnify and keep indemnified the Lessor from and against all actions claims suits costs of and demands arising out of the use of the Land and Building by the Lessee its members invitees licensees servants and workmen.**
8. **THE Lessee will throughout the Term repair and keep and maintain in good order repair and condition to the satisfaction of the Lessor the Land and all Building and Improvements (including pathways gates fences bridges drains and sewers) now or hereafter erected constructed or being upon bounding or under the Land and will so yield and deliver up the same at the expiry or sooner determination of the Term and will keep the land clean and tidy and free from refuse and rubbish of all and every kind.**

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9. **THE** Lessee will not during the Term hereof assign transfer sublet or part with possession of the Land or any Buildings Improvements or structures erected thereon or any part thereof.
10. **THE** Lessor shall not be liable to erect or maintain or contribute towards the cost of the erection or maintenance of any dividing or boundary fence or portion thereof between the Land and any adjoining land owned by the Lessor.
11. **THE** Lessor may at all reasonable times during the term hereof by its officers employees agents or contractors enter upon the Land to view and inspect the state thereof and the state of repair of any Building or Improvements erected thereon and serve upon the Lessee notice of any repairs required by the Lessor and within two calendar months from the date of service of such notice all repairs specified in such notice shall be carried out by the Lessee at the Lessee's expense to the satisfaction of the Lessor AND the Lessor may at all reasonable times during the term hereof by its officers employees agents or contractors with such equipment as they may require lay drainpipes or other pipes or construct sewers (without however thereby incurring any obligation whatsoever so to do) or do all such other works as the Lessor may require through under or upon any part of the Land without making any compensation to the Lessee therefor provided that no damage shall be caused to any Building or Improvements erected thereon by the Lessee with the consent of the Lessor.
12. **THE** Lessee will at all times during the Term hereof comply with all public Acts and regulations and in particular the requirements of the Local Government Act 2002, the Resource Management Act 1991, the Reserves Act 1977, the Health Act 1956 and every other Act imposing restrictions or duties on an owner or occupier in respect of the Land and of any Building or Improvements erected thereon and of any activities conducted therein and all regulations and bylaws made pursuant to such enactments and will also comply with the lawful requisitions of any inspector or other official appointed under these enactments and will keep the Lessor indemnified against all liability and expense in respect thereof.
13. **THE** Lessee will not during the Term hereof use or permit to be used any part of the Land or any Building erected thereon by the Lessee for any dangerous or noisome or illegal or noxious or offensive activity or undertaking and will not do or permit any act or omission that may cause annoyance or which shall be a disturbance or nuisance to the Lessor or members of the public or the owners or occupiers of adjacent lands or buildings.
14. **THE** Lessee will not during the Term hereof make or permit or allow to be made any excavation on or in the Land or alter the level thereof or remove stop up or otherwise interfere with any pipes drains or sewers which may now or at any time hereafter be laid constructed or be in or upon the Land or any part thereof without the consent in writing of the Lessor first had and obtained. In the event of any sewers or drains being affected by any accessway or Building constructed by the Lessee whether during the conversion or maintenance thereof the Lessee will ensure that such sewers or drains are protected or relocated at the expense of the Lessee as required by and to the satisfaction of the Lessor

AND IT IS HEREBY AGREED AND DECLARED by and between the Lessor and the Lessee:

15. **NOTWITHSTANDING** the provisions hereof provided the Lessee shall first obtain the written consent of the Lessor it shall be entitled to demolish any Building(s) on the Land provided in doing so it complies with any condition(s) stipulated by the Lessor in giving such written consent and without prejudice to the condition(s) that may be stipulated by the Lessor the Lessor may require that the Lessee erect in place of any such Building(s) so demolished such replacement building(s) as the Lessor considers necessary.
16. **THE** Lessor will at all times during the Term hereof insure against loss or damage by fire or such other risks as the Lessor may from time to time in its absolute discretion decide all Buildings and Improvements of an insurable nature now or at any time hereafter erected on the Land to the full insurable value thereof in the names of the Lessor and the Lessee in such insurance office as the Lessor shall from time to time decide and will pay the premium or premia in respect thereof and the Lessee shall within fourteen days of being advised of the amount of the premium or premia from time to time payable will pay to the Lessor the amount of such premium or premia and in case the said Buildings or Improvements or any part thereof shall be damaged or destroyed by fire or other risk which has been insured against then and so often as this shall happen all moneys received in respect of such insurance shall with all convenient speed

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- be laid out in rebuilding or reinstating the said Buildings or Improvements or any part thereof in a good and substantial manner or in case the moneys received in respect of such insurance shall be insufficient for that purpose the Lessee will make good the deficiency.
17. **PROVIDED** the Lessee shall have duly punctually and faithfully paid observed and performed the Annual Rent hereby reserved and the covenants and conditions on the part of the Lessee herein contained and implied the Lessee shall be entitled on giving to the Lessor notice in writing three months before the expiry of the Term hereby granted to a renewed lease of the Land on the same terms and conditions as herein expressed and implied including this right of renewal but with such renewal excluding any further right of renewal it being the intention of the parties that the total term of the Lease, including all rights of renewal, shall not exceed 99 years.
 18. **ON** the expiration of the Term hereof or of any renewed term granted in accordance with Clause 17 hereof all Buildings structures and Improvements on the Land shall absolutely vest in and become the property of the Lessor free from any payment or compensation whatsoever.
 19. **IF** the lease hereby granted is determined by forfeiture re-entry or otherwise all Buildings structures and Improvements on the Land shall absolutely vest in and become the property of the Lessor free from any payment or compensation whatsoever.
 20. **SHOULD** the Lessee be in default in the observance or performance of any of its obligations hereunder the Lessor shall be at liberty at any time or from time to time to enter upon the Land and to do execute and perform or procure to be done executed or performed all such acts deeds matters and things as may in its opinion be necessary or expedient for the complete or (at its option) partial observance and performance. of the said obligations or any of them and all moneys paid and costs and expenses incurred in or about so doing shall be recoverable by the Lessor from the Lessee by action at law or otherwise and in the same manner as rent in arrear.
 21. **IF** the Lessee breaches or fails to observe any of its obligations in this Lease, (other than the covenant to pay rent), then the Lessor shall serve notice on the Lessee specifying the nature of the breach, how it must be resolved and giving the Lessee twenty (20) Working Days to remedy the breach. If the Lessee fails to remedy the breach within that time, the Lessor may cancel this lease by re-entering the Land. The determination of the lease shall not effect the rights and remedies available to either party.
 22. **THE** covenants and provisions implied in leases by the Property Law Act 2007 and the Land Transfer Act 1952 or any statutory amendment thereof shall be negated or modified in respect of this Lease in so far as the same are or may be inconsistent with the covenants and provisions herein expressed.
 23. **THIS** Lease is granted on the express condition that the Lessee continues to function actively for the purposes set out in its rules and in the event of the Lessee at any time ceasing to function actively for such purposes during the Term hereof such failure shall be and shall be deemed to be a breach of this Lease entitling the Lessor to exercise the powers to re-enter as set out in Clause 21 hereof **PROVIDED HOWEVER** if the Lessee shall first obtain the consent in writing of the Lessor to the change to another activity or activities substantially similar to those set out in its rules at the commencement hereof and provided if necessary the rules are first altered to permit such activity then the active carrying on of such last mentioned activity or activities shall be deemed to be compliance with this clause.
 24. **DISPUTE RESOLUTION:**
 - .1 Should any dispute or disagreement whatsoever arise between the parties touching any matter under or relating to this Lease or if the parties shall fail to agree on any matter on which they are required by the terms of this Lease to agree any such dispute or difference or failure to agree shall be defined by notice by the party raising it to the other party and shall forthwith be discussed (on a "without prejudice" basis) by the parties in an attempt to resolve their difference amicably.
 - .2 All discussions as to any matter in dispute relating to this Lease shall be held in such place as shall be appropriate and most convenient to the parties.

Annexure Schedule

Page 8 of 8 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Lease

Continue in additional Annexure Schedule, if required

- 3 If it appears that the matter cannot be resolved after initial discussion the parties are to adjourn for at least two days and then again attempt to resolve the matter by discussion.
- 4 Only after discussion between the parties fails to produce agreement between them on the matter in dispute shall the matter be referred to arbitration in terms of the remaining provisions of this clause **PROVIDED HOWEVER** that, if a period of one (1) calendar month elapses from the date of service of a notice defining a dispute, such dispute may thereafter be referred by any party to arbitration in terms of the remaining provisions of this clause.
- 5 Any matter in dispute between the parties hereto, or any person claiming under or through any of the parties hereto, which has not been resolved by the application of the procedure set out in clauses 24.1 – 24.4 hereof, shall be determined by arbitration. Any referral to arbitration may be made by any party to the dispute and the matter so in dispute shall be determined by a sole arbitrator whose decision shall be final and binding upon the parties in all respects. The appointment of a sole arbitrator shall be agreed upon by the parties within seven (7) Working Days of the referral first being made and, if not so agreed, shall be determined by the president for the time being of the New Zealand Law Society or someone appointed by him or her for such purpose. The arbitrator shall be, and is, hereby charged with determining matters at issue as expeditiously as is practical in the circumstances and in this regard the arbitrator shall in his or her complete discretion determine the venue and all procedural matters.
25. **MAINTENANCE OF THE LAND AND BUILDINGS OR STRUCTURES ERECTED THEREON**
For the Term of the Lease and any renewal thereof maintenance of the Land, and of the Buildings and Improvements erected thereon, shall be governed by the obligations of the Lessor and Lessee to each other as set out in The Maintenance Agreement insofar as such provisions relate to maintenance with the provisions of The Maintenance Agreement relating to maintenance being incorporated into this Lease as if they were terms of this Lease.

6.4 Temporary Road Closure – Tactical Urbanism and City Centre Plan Launch

Meeting: Whangarei District Council
Date of meeting: 22 February 2018
Reporting officer: Sonya Seutter

1 Purpose

Temporary Road Closure of a portion of Butter Factory Lane is requested to allow for the launch of tactical urbanism and the Whangarei City Centre Plan

2 Recommendation/s

That Council;

1. Approves the following road be temporarily closed to ordinary traffic for the launch of tactical urbanism in accordance with the Local Government Act (1974)
 - a. Butter Factory Lane from the Butter Factory property boundary to the Curves property boundary
 - i. Date of closure: Friday 23 February 2018
 - ii. Period of closure: 4:00pm – 8:00pm.
2. Delegates to the Mayor of the Whangarei District Council and the Infrastructure General Manager the power to consider objections and cancel or amend any or all of the temporary closure if applicable.

3 Discussion

The Whangarei District Council Strategy Team are hosting an event at the Butter Factory to launch tactical urbanism and to introduce the Whangarei City Centre Plan to interested business owners, property owners and key stakeholders.

The following businesses have been contacted and support the temporary road closure: ASB Bank, Harvey Furnishings, The Quest Apartments, IRD, Curves, and Farmers and the Butter Factory.

It is also an opportunity to thank these groups for their contributions to the development of the Whangarei City Centre Plan. The event intends to celebrate the collaboration between Council and those involved to achieve the shared vision of the Whangarei City Centre Plan. The event will also be open to the public.

Tactical urbanism was one of the primary concepts introduced in the Whangarei City Centre Plan. It is about quick, temporary and low cost changes to bring fun and vibrancy into our urban spaces as well as test ideas with a small amount of investment.

One of the appeals of tactical urbanism is that it appears quickly and with little promotion. The invitations for the Whangarei City Centre Plan event have been delivered. Our communications team will assist in promoting the tactical urbanism launch. We hope to promote the launch with an element of mystery which encourages curiosity and excitement.

Butter Factory Lane was selected as a test for tactical urbanism. Although it's primary purpose is a service lane, Butter Factory Lane also acts as a key pedestrian connection between the retail centre (Cameron Street Mall) and Laurie Hall Park. The revamping of service lanes and alleyways has been used in other cities such as Melbourne and Wellington to promote pedestrian connectivity and activate what are traditionally considered uninviting spaces.

A local artist has been contacted and a concept plan discussed to paint the asphalt along Butter Factory Lane. The concept is block colours and graphic lines to draw pedestrians into the space. The painting is focused at the two entrances to Butter Factory Lane and fading out as it reaches the centre. Road markings will remain untouched and the artist will use a temporary paint which will fade over time or alternatively can easily be removed. We have liaised with surrounding businesses on the lane to perform the work with little to no disruption to their businesses or customers.

At the time of the event there will also be activity happening on the temporary closure portion of the Butter Factory Lane. This will include temporary seating (bean bags), a local musician and a food truck will be a part of the tactical urbanism launch to attract the public as well as those attending the Whangarei City Centre Plan Launch. This event aims to activate the space and draw people into a lane ordinarily used by services trucks and with very little pedestrian traffic.

The event will involve the temporary closure of a portion on Butter Factory Lane to create a space for performers, seating and dining. All consideration was given to options that would not result in the temporary closure of Butter Factory Lane. However, to properly activate the space through the tactical urbanism a road closure was required in order to meet necessary road safety obligations.

The closure will not affect the vehicle traffic coming from parking garages/spaces on the lane as they will have access to and from the Rathbone St entry. The closure is limited to 4.00pm to 8.00pm on 23 February.

Traffic management plans for the event have been submitted to Council for approval prior to the event taking place and traffic management will be undertaken by qualified personnel for the duration of the temporary closure.

3.1 Risks

The temporary road closure eliminates risks associated with traffic and vehicular movements, allowing the event to be run and managed safely.

4 Significance and Engagement

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

5 Attachment

Whangarei District Council Strategy team application for temporary road closure and map



Forum North, Private Bag 9023
 Whangarei 0148, New Zealand
Telephone: +64 9 430 4200
Facsimile: +64 9 438 7632
Email: mailroom@wdc.govt.nz
Website: www.wdc.govt.nz

Whangarei District Council request a temporary road closure for the **Tactical Urbanism and Whangarei City Centre Plan Launch** event, being held on **Friday 23 February 5:30 pm on Butter Factory Lane**.

To enable the event to be held safely, the following temporary road closures requested are:

Butter Factory Lane from *Butter Factory Property Boundary* to *Curves Property Boundary*

Date of closure: Friday 23 February 2018

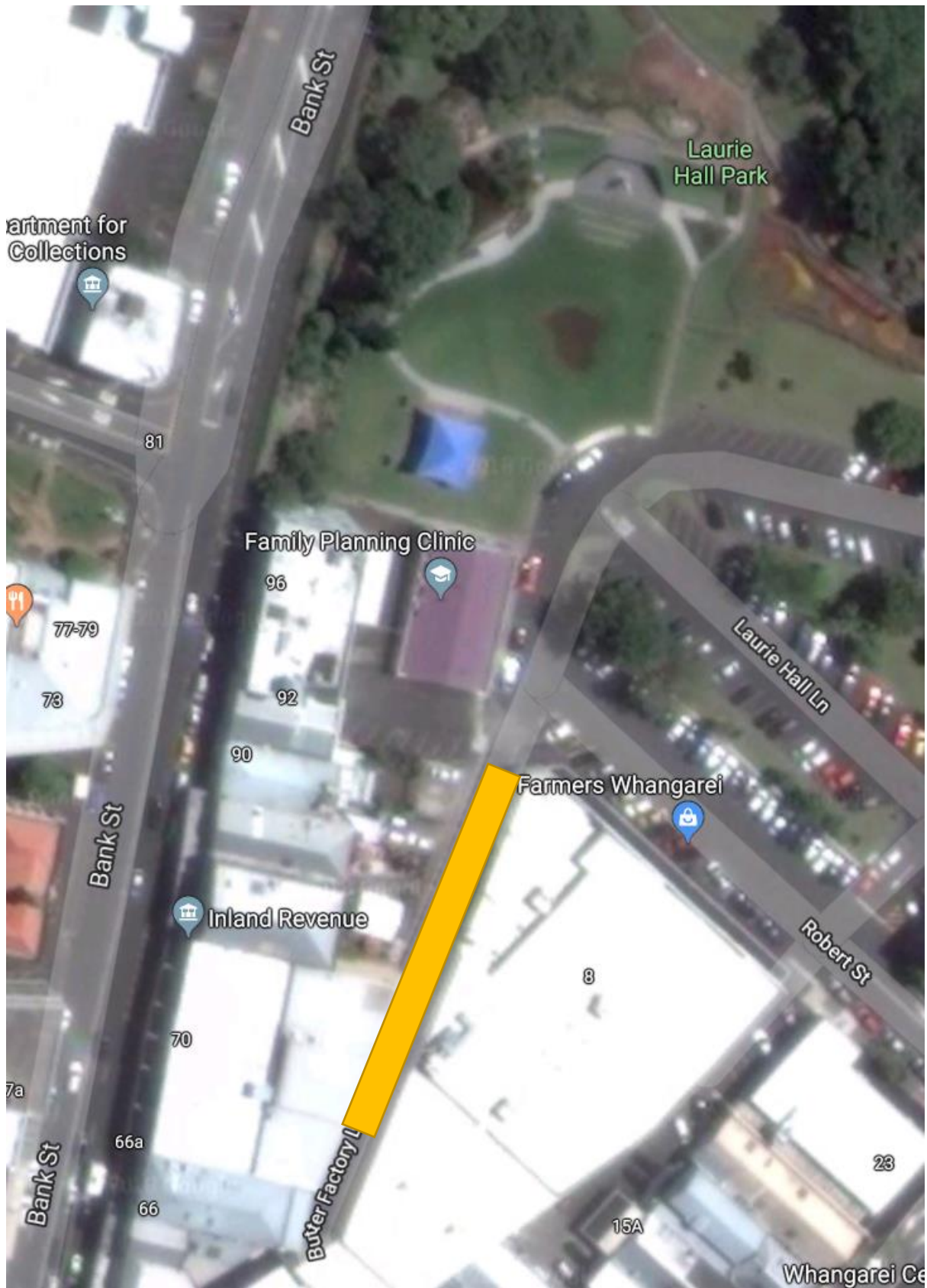
Period of closure: **4:00 pm** to **8:00 pm**

This event is being organised by **Whangarei District Council – Strategy Team**.

The Whangarei City Centre Plan launch will be an event to introduce the plan to interested business owners, property owners and key stakeholders and to thank these groups for their involvement in the process. The City Centre Plan introduces the idea of tactical urbanism which will be applied to the laneway in a public event as part of the launch.

The event plans to have food truck vendors and a musician/DJ. There will be no cost as this event and it will present tactical urbanism ideas.

A traffic management plan will be submitted to Council by **Kia Tupato Security Traffic Management**, who will also provide temporary traffic management services for the duration of the temporary road closure.



6.5 Solid Waste Contract Update

Meeting: Whangarei District Council
Date of meeting: 22 February 2018
Reporting officer: Andrew Carvell (Manager - Waste and Drainage)

1 Purpose

To be informed on the extension of the existing solid waste contracts, CON03040 and CON03041.

2 Recommendation

That the Whangarei District Council endorses the report.

3 Background

In its 19 December 2017 Extraordinary Council Meeting council resolved, subject to confirmation of the minutes, that the Council:

- a) *authorises the Chief Executive to negotiate with the current contractor an increase in funding for CON03040 Kerbside Collections and CON03041 Transfer Station Operations up to three million five hundred thousand dollars excluding GST, to cover the period from December 2017 to 30 June 2018.*
- b) *authorises the Chief Executive to negotiate with the preferred tenderer Northland Waste Limited, regarding the Services and contract value of Contract 17046 for Roadside Refuse and Recycling Collection and Rural Transfer Station Operations.*
- c) *upon successful conclusion of b), authorises the Chief Executive to finalise the contract agreement and award Contract 17046 for Roadside Refuse and Recycling Collection and Rural Transfer Station Operations to Northland Waste Limited for a value up to twenty six million, eight hundred and seventy seven thousand four hundred and ninety five dollars excluding GST.*
- d) *request the Chief Executive report back to Council the outcomes of the negotiations.*

This report provides an update on the negotiation process in relation to resolution a).

A report will be provided on resolution b) and c) after execution of Contract 17046.

4 Discussion - Extension of existing contracts

Council approved extension of the existing contracts (CON03040 - kerbside collections, and CON030141- refuse transfer station operation) in its September 2017 Council meeting up to a sum of \$3.5 million.

The \$3.5m extension is based upon the following with discussion on each point below:

- Payment to NWL in the December to June period of 2016 / 17;
- Compensation for purchasing and operation of a new vehicle;
- Compensation for extending the works through the peak contract period.
- Contingency for cost escalation and variable waste quantities or a decrease in value of recyclable materials.;

Payment to NWL in the December to June period of 2016 / 17

In the 7 month period, December 2016 to June 2017, payments totalling \$2,818,522 were made to the contractor under the current contract.

New truck purchase

NWL invested in plant that was anticipated to operate to the end of the contract period. One of the vehicles in particular has reached its end of life and, to continue to meet the requirements of the contract, NWL are required to replace the vehicle.

They have indicated the cost to purchase and modify the truck is \$100,000 with an estimated value at the end of the extension period of \$55,000. They are therefore seeking payment of \$6,428 per month, or \$45,000 over 7 months, to compensate for losses associated with this truck purchase.

Compensation for working peak periods

The contract is set up on a base rate over the term of the contract. However, the workload is variable over the year with the holiday and summer season higher than the winter and autumn. The additional cost associated with the seasonal peak is due to higher volumes of waste collected at the kerbside and in transfer stations and an increased collection frequency in January. Over a 12 month period the highs and lows average out.

As the contract extension includes the peak months NWL is seeking compensation for the additional workload that would normally be compensated by the quieter winter months.

They are seeking payment of \$17,084 per month as compensation, or \$119,588 over 7 months. The amount is based on an agreed figure of 25% of the value of the fixed cost portion of the contract associated with the recycling service. This payment also includes additional operation and maintenance cost associated with aging plant, other than the new truck.

Contingency

A contingency of approximately 15% has been included to allow for cost escalation from 16/17 figures, variable waste quantities, and a change in value of recyclable materials. The contingency is a conservative amount. Cost escalations will be calculated based on Labour and Transport Indices published by StatsNZ. An increase in the amount of waste collected at kerbside or transfer stations should also result in an increase in revenue which is not accounted for in the contingency. The cost of processing recyclable material would increase if the value of the material declines which will depend on market conditions.

Contract payments are assessed against the contract terms and conditions on a monthly basis and payment will only be made where the contractor is entitled to claim costs. There is no expectation that the contractor will claim the full sum of the extension.

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 and social media.

7.1 Report on the 2017 By-Election for the Denby Ward

Meeting: Council
Date of meeting: 22 February 2018
Reporting officer: Jason Marris (Manager Democracy and Assurance)

1 Purpose

To provide the report from our Electoral Officer on the Denby by-election held in December 2017.

2 Recommendation/s

That Council notes the report on the Denby By-Election held in December 2017.

3 Discussion

A by-election for the extraordinary vacancy in the Denby Ward was conducted by postal vote and concluded in December 2017. Following every election, the Whangarei District Council electoral officer provides a report on the operation of the election. This report is included at Attachment One.

Key points to note are:

- The by-election was conducted on time and met all legislative requirements
- 16 nominations were confirmed to contest the election
- Elector turnout was 32%. This is comparable with other recent by-elections in New Zealand.
 - New Plymouth District Council ward by-election 2017: 34%
 - Auckland Council Howick local board by-election 2017: 24%
 - New Plymouth District Council community board by-election 2017: 36%
 - South Taranaki District Council community board by-election 2017: 32%
 - Whakatane District Council community board by-election 2017: 21%
- There were two issues with duplicate votes mailed out to some electors. A file containing up to 500 elector records was printed twice and mailed to electors in error by the print company used by the electoral officer. Further, two electors received 39 duplicate voting packs, again due to an error from the print company involved.

The electoral officer followed up with the print company to identify the cause and status of the problem. He then worked with council staff to ensure we communicated with the public on the issue and how it would be dealt with. Council provided information on our website, in council news and on social media. The electoral officer also liaised with Whangarei media. The electoral officer personally visited the two electors who received 39 voting packs and apologised.

The computer system used by the electoral officer does not permit duplicate votes to be counted. 25 electors attempted to vote twice. Of these, 23 electors voted the same way for both votes, so one of those was counted. Two electors voted differently in their votes, and neither vote was counted.

An investigation by the electoral officer found the print company at error in both circumstances. The print company Chief Executive took responsibility for the errors publicly and apologised, and the electoral officer has now ceased using the company.

- The estimated cost of the by-election was \$35,000 plus GST. Following the returns, the actual cost was \$31,128 plus GST. The print company reduced their cost by \$5,000 plus GST due to the above issues, which the electoral officer has passed on to council. The total cost for the by-election was \$26,128 plus GST.

4 Significance and engagement

The decisions or matters of this report 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.

5 Attachments

1. 2017 Denby Ward By-Election – report from the Whangarei District Council Electoral Officer

Election Services

Level 2, 198 Federal Street, Auckland

PO Box 5135, Wellesley Street

Auckland 1141

Phone: 64 9 973 5212

Email: info@electionservices.co.nz

Report to the
Whangarei District Council
regarding the

2017 Denby Ward By-Election

From the
Electoral Officer

20 December 2017



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Outline

Following the resignation of a Denby Ward councilor, an extraordinary vacancy occurred and a by-election was required.

A date for the by-election was set for Thursday 7 December 2017, and at the close of nominations, 17 candidates had been nominated for the vacancy. This reduced to 16 candidates following a subsequent cancellation of a nomination.

The by-election was conducted on time and met all legislative and practical requirements.

This report summarises the by-election process.

Background

An extraordinary vacancy occurred in the Denby Ward following the resignation of Jayne Golightly in September 2017.

The by-election was conducted under the Local Electoral Act 2001, using the postal voting method with candidate names listed in alphabetical order.

Narrative

Timetable	<p>With a by-election date of Thursday 7 December 2017, the following timetable applied:</p> <p>Nominations open / roll open</p> <p>Wednesday 13 September 2017</p> <p>Nominations close / roll closes</p> <p>Wednesday 11 October 2017</p> <p>Delivery of voting mailers</p> <p>from Wednesday 15 November 2017</p> <p>By-Election day</p> <p>Thursday 7 December 2017</p> <p>Refer Appendix 1 for a more detailed timetable.</p>
Electoral Roll	<p>The Preliminary Electoral Roll for the Denby Ward was made available for public inspection from Wednesday 13 September 2017 to Wednesday 11 October 2017 at Council's Forum North Service Centre.</p> <p>The Preliminary Electoral Roll contained 13,605 electors (13,600 resident electors and 5 ratepayer electors).</p> <p>Following the close of the roll, a Final Electoral Roll was produced containing 14,135 electors (14,130 resident electors and 5 ratepayer electors).</p>
Nominations	<p>The nomination period was from Wednesday 13 September 2017 to 12 noon, Wednesday 11 October 2017.</p>

A total of 17 nominations were received for the one vacancy, these being:

ABBOTT, Geoff (Independent)	LYNDON, Huhana
BENNEY, Gavin	NEWTON, Kevin (Independent)
DARROCH, Kathryn	NORMAN, Hayward
DIAMOND, Robert	POINGDESTRE, Yvette (Independent)
EDMONDS, Haydn	SHIPTON, Greg (Independent)
HENWOOD, Mike	WALLACE, Des
HOPA, Joby	WILLIAMS, Merv
KEENE, Matt	WILSON, Vanessa
LEITCH, Chris	

Following the close of nominations, one nomination (Haydn EDMONDS) was cancelled due to incapacitation (following submission of medical evidence), under section 69A of the Local Electoral Act 2001.

Public Notices

The following public notices were made:

- (i) Notice of By-Election, Calling for Nominations, Inspection of Roll in the Whangarei Leader and the Northern Advocate on 13 September 2017 (**Appendix 2**);
- (ii) Notice of Day of By-Election in the Northern Advocate on 14 October 2017 and the Whangarei Leader on 18 October 2017 (**Appendix 3**).
- (iii) Amended Notice of By-Election Cancelled Nomination in the Whangarei Leader and the Northern Advocate on 1 November 2017 (**Appendix 4**).
- (iv) Declaration of Result of By-Election in the Whangarei Leader and the Northern Advocate on 13 December 2017 (**Appendix 5**).

The following press releases were also made:

- (i) Whangarei District Council By-election reminder on 9 October 2017 (**Appendix 6**).
- (ii) Nominations close on 11 October 2017 (**Appendix 7**);
- (iii) Voting packs posted next week on 10 November 2017 (**Appendix 8**);
- (iv) Voting closes next week on 29 November 2017 (**Appendix 9**);
- (v) Results out on 7 December 2017 (**Appendix 10**).

All press releases were sent to the Council for placement on their website, and to local media including the Northern Advocate and Whangarei Leader.

Voting Mailers

Voting mailers were delivered to 14,135 electors from Wednesday 15 November 2017. Each voting mailer contained an outer envelope, voting document, candidate profile statement, and postage paid return envelope.

Duplicate Voting Mailer Issue

At the beginning of the voting period, it came to our attention that a number of electors had received two duplicate voting mailers. An investigation was immediately launched, including how many electors may have been affected. Following a visit to the printer, including a frank discussion with the chief executive, it was found that a file containing up to 500 elector records had been duplicated and two voting mailers issued to these electors.

It also came to our attention of two isolated instances of two electors receiving more than two duplicate voting mailers (39). We understand in these cases, the reason was that test data generated live voting mailers which, for testing purposes, should have been destroyed. Unfortunately, these were not destroyed but posted to electors. The two affected electors were personally visited by electoral officials to offer an explanation and apology.

Our election management software is designed not to accept more than one voting document per elector. Should an elector attempt to vote more than once, our software prevents this occurring. Of note, 25 electors attempted to vote twice (50 duplicate votes received) of which 23 of these had the same vote (and one was counted) and two had different votes (and neither were counted).

The error made by our printer was a significant and unacceptable departure from our expected and normal high standards of service. As such we no longer have arrangements with this printer.

The printer has publicly taken full responsibility for this error, and, by way of apology to Council and the public, has provided financial compensation of \$5,000 + GST. This compensation has been deducted from the cost of the by-election.

The electoral officer also apologises for this printing error.

Special Voting

A polling place for the issuing and receiving of special votes and for the receiving of ordinary votes was available at Council's Forum North Service Centre over the three-week voting period.

A total of 27 special votes were issued.

Elector Turnout

Of the eligible electors on the Final Electoral Roll, 4,529 electors returned their voting document. This represents a 32.04% return.

A copy of the voters' daily returns schedule is attached ([Appendix 11](#)).

Results

The results of the Denby Ward By-Election held on Thursday 7 December 2017 are:

ABBOTT, Geoff (Independent)	267
BENNEY, Gavin	841
DARROCH, Kathryn	166
DIAMOND, Robert	249

HENWOOD, Mike	56
HOPA, Joby	309
KEENE, Matt	635
LEITCH, Chris	552
LYNDON, Huhana	323
NEWTON, Kevin (Independent)	12
NORMAN, Hayward	126
POINGDESTRE, Yvette (Independent)	11
SHIPTON, Greg (Independent)	38
WALLACE, Des	489
WILLIAMS, Merv	263
WILSON, Vanessa	171

13 informal votes and 8 blank votes were received.

Gavin BENNEY was declared elected to the Denby Ward by public notice on 13 December 2017 ([Appendix 5](#)).

Cost of By-Election

The estimated cost to conduct the by-election was \$35,000 + GST (or for 14,000 electors, \$2.50 + GST per elector).

The actual cost is \$31,127.51 + GST (or for 14,135 electors, \$2.20 + GST). With the \$5,000 + GST printer compensation deducted, the net cost of the by-election is \$26,127.51 + GST.

Appreciation

The assistance and communication provided by the Whangarei District Council staff over the election period has been very much appreciated.

Author:





Dale Ofoske
Electoral Officer // Whangarei District Council
Election Services

APPENDIX ONE:

2017	<h1>By-Election Timetable</h1> <p>Denby Ward By-Election</p> 
THURSDAY 7 DECEMBER 2017	
Wednesday 13 September 2017	Public notice of By-Election and Inspection of Electoral Roll [Sec 42, 52, LEA]
Wednesday 13 September 2017	Nominations open Roll open for inspection [Sec 42, LEA]
Wednesday 11 October 2017	Nominations close (12 noon) Roll closes [Sec 42, LEA]
Wednesday 18 October 2017	Public notice of Day of By-Election [Sec 65, LEA]
Wednesday 15 November 2017	Delivery of voting documents
from Wednesday 15 November 2017	Progressive roll scrutiny [Sec 83, LEA] Special voting period Early processing
Wednesday 6 December 2017	Appointment of scrutineers (by 12 noon) [Sec 68, LEA]
Thursday 7 December 2017	By-Election Day [Sec 10, LEA] Voting closes 12 noon - counting commences [Sec 84, LEA] Preliminary results available as soon as practicable after close of voting [Sec 85, LEA] Official declaration [Sec 86, LEA]
Wednesday 13 December 2017	Declaration/public notice of results [Sec 86, LEA]
by Wednesday 7 February 2018	Return of election expenses & donations form [Sec 112A, LEA]
<div>  <div> // Dale Ofoske Electoral Officer Whangarei District Council September 2017 </div> </div> <div>LEA = Local Electoral Act 2001</div>	

APPENDIX TWO:



WHANGAREI
 DISTRICT COUNCIL

**NOTICE OF BY-ELECTION
DENBY WARD**

As a result of an extra-ordinary vacancy, under section 120 of the Local Electoral Act 2001, notice is given that on **Thursday 7 December 2017**, a by-election will be held under the first-past-the-post electoral system by postal vote for one member of the **Denby Ward**.

NOMINATIONS

Candidates must be nominated on a nomination paper obtainable during normal business hours from Wednesday 13 September 2017 from:

- Customer Services, Whangarei District Council, Forum North, Rust Avenue, Whangarei;
- phone 0800 922 822
- www.wdc.govt.nz

Nominations of candidates must be in the hands of the electoral officer or an electoral official at Whangarei District Council, Forum North, Rust Avenue, Whangarei not later than 12 noon Wednesday 11 October 2017.

Each nomination must be accompanied by a deposit of \$200.00 GST inclusive (payable by cash, cheque or bank transfer).

A candidate may submit a photo and a candidate profile statement with their nomination paper for inclusion with the voting documents being sent to electors. An attachment to the nomination paper outlines rules and procedures governing candidate profile statements and photos.

ELECTORAL ROLL

The electoral roll to be used for this by-election closes on Wednesday 11 October 2017 and can be inspected during normal business hours from Wednesday 13 September 2017 at the above Council office.

Enrolment for inclusion on the Residential Electoral Roll is conducted through the Electoral Commission. Applications for enrolment should be made through your local post shop.

Enrolment for inclusion on the Ratepayers Electoral Roll is conducted through the electoral office of the Whangarei District Council. Applications for enrolment should be made on the prescribed form available from the above location.


Following closure of the roll, the electoral officer may, on application of any person who is or claims to be entitled to be enrolled or any other person or otherwise, make any necessary corrections to the names, addresses, abbreviations, or marks appearing in the electoral roll.

Dated at Whangarei, 13 September 2017

Dale Ofsoke, **Electoral Officer**
 Independent Election Services Ltd
 for Whangarei District Council

phone 0800 922 822

APPENDIX THREE:



WHANGAREI
 DISTRICT COUNCIL

**NOTICE OF DAY OF BY-ELECTION
DENBY WARD**

As a result of an extra-ordinary vacancy on the Denby Ward of the Whangarei District Council, notice is given under section 65 of the Local Electoral Act 2001, that the following persons have been duly nominated:

ABBOTT, Geoff (Independent)	LYNDON, Huhana
BENNEY, Gavin	NEWTON, Kevin (Independent)
DARROCH, Kathryn	NORMAN, Hayward
DIAMOND, Robert	POINGDESTRE, Yvette (Independent)
EDMONDS, Haydn	SHIPTON, Greg (Independent)
HENWOOD, Mike	WALLACE, Des
HOPA, Joby	WILLIAMS, Merv
KEENE, Matt	WILSON, Vanessa
LEITCH, Chris	

ISSUE OF VOTING DOCUMENTS

Voting documents will be posted to electors of the Denby Ward from Wednesday 15 November 2017.

RETURN OF VOTING DOCUMENTS

Voting documents must be returned no later than noon, Thursday 7 December 2017 to the electoral officer, Whangarei District Council.

Voting documents can be returned by post or hand-delivered between Wednesday 15 November 2017 and Wednesday 6 December 2017 during normal office hours, and Thursday 7 December 2017 until 12 noon to Whangarei District Council, Forum North, Rust Avenue, Whangarei.

SPECIAL VOTING

Special voting in terms of the Local Electoral Act 2001 and the Local Electoral Regulations 2001 may be exercised at the above location and times or by phoning 0800 922 822 where one will be posted out.

A person can apply to enrol as either a residential or ratepayer elector up to and including 6 December 2017 – the day before the close of voting.

ORDER OF CANDIDATE NAMES ON VOTING DOCUMENTS

Candidate names will appear in alphabetical order on the voting documents pursuant to regulation 31 of the Local Electoral Regulations 2001.

Dated at Whangarei, 14 October 2017

Dale Ofsoke, **Electoral Officer**
 Independent Election Services Ltd
 for Whangarei District Council

phone 0800 922 822

APPENDIX FOUR:



WHANGAREI
DISTRICT COUNCIL

**AMENDED NOTICE OF DAY OF BY-ELECTION
CANCELLED NOMINATION OF CANDIDATE
DENBY WARD**

Following the close of nominations on Wednesday 11 October 2017, notice is hereby given that the nomination of Haydn EDMONDS, a candidate for the Denby Ward By-Election, has been cancelled due to incapacitation, under section 69A of the Local Electoral Act 2001.

An election will now be held for the remaining 16 candidates for the one position on Thursday 7 December 2017.


This notice has been placed pursuant to section 71 of the Local Electoral Act 2001.

Dated at Whangarei, 30 October 2017

Dale Ofsoke, **Electoral Officer**
Independent Election Services Ltd
for Whangarei District Council

phone 0800 922 822

APPENDIX FIVE:



WHANGAREI
 DISTRICT COUNCIL

**DECLARATION OF RESULT OF BY-ELECTION
DENBY WARD**

I declare the result of the by-election held on 7 December 2017 for one member of the Denby Ward to be as follows:

Candidate:	Votes Received:
ABBOTT, Geoff (Independent)	267
BENNEY, Gavin	841
DARROCH, Kathryn	166
DIAMOND, Robert	249
HENWOOD, Mike	56
HOPA, Joby	309
KEENE, Matt	635
LEITCH, Chris	552
LYNDON, Huhana	323
NEWTON, Kevin (Independent)	12
NORMAN, Hayward	126
POINGDESTRE, Yvette (Independent)	11
SHIPTON, Greg (Independent)	38
WALLACE, Des	489
WILLIAMS, Merv	263
WILSON, Vanessa	171
<i>(13 informal votes and 8 blank votes)</i>	

I therefore declare Gavin BENNEY elected.

Dated at Whangarei, 7 December 2017

Dale Ofoske, **Electoral Officer**
Independent Election Services Ltd
for Whangarei District Council

phone 0800 922 822

APPENDIX SIX:



9 October 2017

Media Release

Whangarei District Council By-election reminder for the Denby Ward

No valid nominations have been received to date, for the one vacancy on the Denby Ward.

Candidates have until 12 noon on Wednesday 11 October 2017 to get their nominations in.

To be eligible for nomination, a candidate must be enrolled as a Parliamentary elector and a New Zealand citizen.

Nomination papers are available during normal business hours from:

- Customer Services, Whangarei District Council, Forum North, Rust Avenue, Whangarei;
- By accessing www.wdc.govt.nz;
- By phoning 0800 922 822.

Nominations of candidates must be in the hands of the electoral officer or an electoral official, no later than 12 noon Wednesday 11 October 2017 at either of the above-mentioned Council offices.

Should there be more than one candidate, voting documents will be mailed to electors in the Denby Ward from Wednesday 15 November 2017, for return by 12 noon on Thursday 7 December 2017. Preliminary results will be available that afternoon.

For more information please contact: the Electoral Office, Whangarei District Council, telephone 0800 922 822.

WgDC-PressRel-NormSlov-09102017

APPENDIX SEVEN:



11 October 2017

Media Release

Nominations close for the Denby Ward By-election

Nominations closed at noon today for the Whangarei District Council Denby Ward by-election.

Those nominated are:

ABBOTT, Geoff (Independent)
 BENNEY, Gavin
 DARROCH, Kathryn
 DIAMOND, Robert
 EDMONDS, Haydn
 HENWOOD, Mike
 HOPA, Joby
 KEENE, Matt
 LEITCH, Chris
 LYNDON, Huhana
 NEWTON, Kevin (Independent)
 NORMAN, Hayward
 POINGDESTRE, Yvette
 SHIPTON, Greg (Independent)
 WALLACE, Des
 WILLIAMS, Merv
 WILSON, Vanessa

A postal ballot of the Denby Ward electors will commence on Wednesday 15 November with the delivery of voting documents.

Voting documents can be returned by post or hand delivered to the Whangarei District Council, Forum North, Rust Avenue, Whangarei between Wednesday 15 November 2107 and Wednesday 6 December 2017 during normal office hours, and on Thursday 7 December 2017 until noon.

A person can apply to enrol as either a residential or ratepayer elector up to and including Wednesday 6 December 2017 – the day before the close of voting.

For more information please contact: the Electoral Office, Whangarei District Council, telephone 0800 922 822.

WgDC-PressRel-NomsClosed-11102017

APPENDIX EIGHT:



10 November 2017

Media Release

Voting packs being posted next week for Whangarei District Council's Denby Ward by-election

Voting packs for the Denby Ward by-election will be delivered by post to electors next week (from Wednesday 15 November 2017). A by-election is being held as the result of an extraordinary vacancy, following the recent resignation of a councillor.

Voting will close at noon, Thursday 7 December 2017.

Candidates standing in the by-election are:

ABBOTT, Geoff (Independent)
 BENNEY, Gavin
 DARROCH, Kathryn
 DIAMOND, Robert
 HENWOOD, Mike
 HOPA, Joby
 KEENE, Matt
 LEITCH, Chris
 LYNDON, Huhana
 NEWTON, Kevin (Independent)
 NORMAN, Hayward
 POINGDESTRE, Yvette
 SHIPTON, Greg (Independent)
 WALLACE, Des
 WILLIAMS, Merv
 WILSON, Vanessa

Any elector who believes they are eligible to vote but hasn't received a voting document by Monday 20 November is advised to contact the electoral office for a special vote – telephone 0800 922 822.

Voting documents can be returned by post or hand delivered to Customer Services, Whangarei District Council, Forum North, Rust Avenue, Whangarei between Wednesday 15 November 2017 and Wednesday 6 December 2017 during normal office hours, and on Thursday 7 December 2017 until noon.

For more information please contact: the Electoral Office, Whangarei District Council, telephone 0800 922 822.

WgDC-PressRel-VotingDocs-101117

APPENDIX NINE:



29 November 2017

Media Release

Voting closes next week for Whangarei District Council's Denby Ward by-election

Voting for the Whangarei District Council's Denby Ward by-election closes next week, but it's not too late to vote.

If you have not received your voting document and want to vote, contact the electoral office on 0800 922 822.

If voting by post, voting documents must be received by the electoral officer by **12 noon, Thursday 7 December 2017**. If mailing locally, it is recommended that your voting document be posted by Friday 1 December 2017 to ensure it is delivered on time.

A polling place will be available for the hand delivery of completed voting documents, and the issuing and receiving of special voting documents at Customer Services, Whangarei District Council, Forum North, Rust Avenue, Whangarei.

As of today, 22.91% or 3,239 out of 14,135 electors have returned their voting documents.

Candidates standing in the by-election are:

ABBOTT, Geoff (Independent)
 BENNEY, Gavin
 DARROCH, Kathryn
 DIAMOND, Robert
 HENWOOD, Mike
 HOPA, Joby
 KEENE, Matt
 LEITCH, Chris
 LYNDON, Huhana
 NEWTON, Kevin (Independent)
 NORMAN, Hayward
 POINGDESTRE, Yvette
 SHIPTON, Greg (Independent)
 WALLACE, Des
 WILLIAMS, Merv
 WILSON, Vanessa

For more information please contact: the Electoral Office, Whangarei District Council, telephone 0800 922 822.

WgDC-PressRel-VotingCloses-291117

APPENDIX TEN:



7 December 2017

Media Release

Results out for Whangarei District Council's Denby Ward by-election

The preliminary results indicate that Gavin BENNEY has been elected as the new Councillor for the Denby Ward of the Whangarei District Council, following a by-election which concluded at midday today.

Preliminary results are:

ABBOTT, Geoff (Independent)	267
BENNEY, Gavin	841
DARROCH, Kathryn	166
DIAMOND, Robert	249
HENWOOD, Mike	56
HOPA, Joby	309
KEENE, Matt	635
LEITCH, Chris	552
LYNDON, Huhana	323
NEWTON, Kevin (Independent)	12
NORMAN, Hayward	126
POINGDESTRE, Yvette	11
SHIPTON, Greg (Independent)	38
WALLACE, Des	489
WILLIAMS, Merv	263
WILSON, Vanessa	171

13 informal votes and 8 blank votes were received.

32.04% or 4,529 of the 14,135 electors had voted by the close of voting today.

For more information please contact: the Electoral Office, Whangarei District Council, telephone 0800 922 822.

WgDC-PressRel-CloseVoting-071217

APPENDIX ELEVEN:

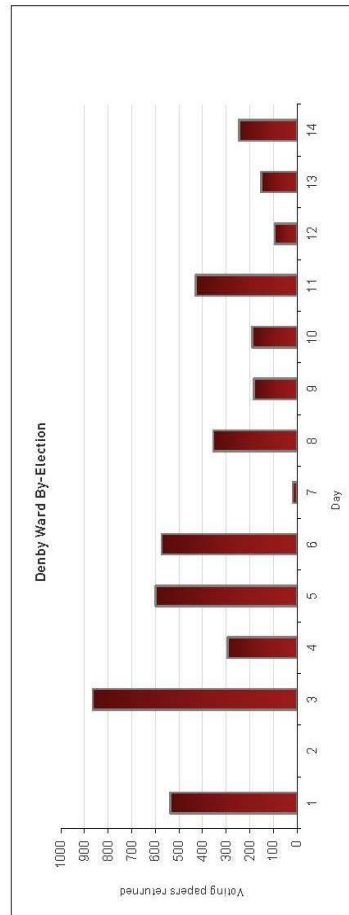


Denby Ward By-Election

7 December 2017

Voting document returns
Voting documents issued: 14,135

Voting Document Returns	20-Nov	21-Nov	22-Nov	23-Nov	24-Nov	27-Nov	28-Nov	29-Nov	30-Nov	1-Dec	4-Dec	5-Dec	6-Dec	7-Dec
Daily Total	537	0	865	294	599	573	17	354	182	189	428	94	151	246
Accum Total	537	537	1402	1696	2295	2868	2885	3239	3421	3610	4038	4132	4283	4529
Daily %	3.80%	0.00%	6.1%	2.08%	4.24%	4.05%	0.12%	2.50%	1.29%	1.34%	3.03%	0.67%	1.07%	1.74%
Accum %	3.80%	3.80%	9.92%	12.00%	16.24%	20.29%	20.41%	22.91%	24.20%	25.54%	28.57%	29.23%	30.30%	32.04%



7.2 Camping in Public Places Bylaw – interim report on summer 2017/18 complaints and enforcement/monitoring activities

Meeting: Whangarei District Council
Date of meeting: 22 February 2018
Reporting officer: Rochelle Deane (Bylaws Enforcement Coordinator)

1 Purpose

To provide Council with an interim overview of Freedom Camping complaints and enforcement/monitoring activities to 29 January 2018.

2 Recommendation

That Whangarei District Council notes the report.

3 Introduction

Council made the Camping in Public Places Bylaw in September 2017, which came into force at Labour Weekend 2017. Council provided direction to staff on a preferred monitoring and enforcement programme to be carried out over the summer period of 2017/2018 in October 2017. This report provides an interim overview of the outcomes and issues relating to freedom camping in the Whangarei District, between 21 October 2017 and 29 January 2018.

It is anticipated that a more fully developed report, covering the entire summer season (Labour Weekend to Easter Weekend) will be presented to a Council Briefing in April 2018.

4 Report

4.1 CRMs

These are primarily the complaints logged via Council's Customer Relationship Management (CRMs). Staff have also dealt with several direct enquiries from members of the public as well as elected members over the period and these issues are also addressed in this section.

The CRMs were classified into the following four categories:

1. Complaints
2. Enquiries
3. Signs
4. Bouquets/other

1. Complaints

No detailed analysis has been undertaken regarding the validity of each of the complaints. Anecdotal feedback from enforcement officers, together with the work undertaken for this review, indicates that in some cases the complaint was for a matter that is permitted under the bylaw or is not entirely a Camping in Public Places Bylaw related matter (for example alcohol consumption in public places).

Complaints relating specifically to rubbish and associated issues were researched and these are addressed separately.

Complaints on camping activities on land that is not under Council's control were also received. Where this was clearly the case, these have been omitted from the analysis. However, there are a few logs where the exact location is unclear and these have been retained in the analysis for completeness.

The complaints received have been split into two time periods: 21 October – 19 December and 20 December 2017 to 29 January 2018 to align with the monitoring programme dates. The complaints are summarised in the tables below.

Table 1: 21 October – 19 December

Complaint type	Description	#	Location
Unlawful camping - prohibited area	Any camping activity in a prohibited area	6	Princes Street, Ruakaka (1) Beach Road Onerahi (2) William Fraser Park on Pohe Island (2) Tikipunga Sports Park (1)
Unlawful camping – restricted area	Parking/camping outside the designated area, type of camping not permitted in the designated area or non-compliance with 1 or 3-day rule	23	Bascule Bridge Carpark (1) Ruakaka Beach Reserve (8) Mt Manaia (2) Tamaterau (5) Kowharewa Bay (1) Whananaki North (1) Woolleys Bay (2) Wehiwehi Road, Matapouri (2) Sandy Bay (1)
Unlawful camping – rest of District	Camping in an area that is only available to SCV for a 3-day max	3	Te Kamo St, Ruakaka (1) Ngaio Street, Onerahi (1) Oakura (1)
General complaint	Complaint is about a range of things relating to camping activities, either location specific or general	3	Ruakaka Beach Reserve (1) Wehiwehi Road, Matapouri (1) Tarewa I-site (1)
Rubbish/sanitary	Concerns regarding rubbish and/or doing dishes in toilets etc.	3	Whananaki North (1) Woolleys Bay (1) Wehiwehi Road, Matapouri (1)

Table 2: 21 October – 19 December

Complaint type	Description	#	Location
Unlawful camping - prohibited area	Any camping activity in a prohibited area	9	Morrison Road, Matapouri (1) Ngunguru Reserve (1) Marsden Bay Reserve (1) Beach Road Onerahi (1) Pataua South (1) Tikipunga Sports Field (2) Kensington Park (1) Elliott Reserve (1)
Unlawful camping – restricted area	Parking/camping outside the designated area, type of camping not permitted in the designated area or non-compliance with 1 or 3-day rule	19	Ruakaka Beach Reserve (2) One Tree Point Reserve (2) Sandy Bay (4) Wehiwehi Road, Matapouri (2) Marsden Bay Reserve (1) Tamaterau (3) Woolleys Bay (4) Whananaki North (1)
Unlawful camping – rest of District/unclear	Camping in an area that is only available to SCV for a 3-day max or where the area referred to is unclear	12	Matapouri (2) Ruakaka Village (4) Whangarei Heads Road (1) Onerahi Village (1) Unclear (4)
General complaint	Complaint is about a range of things relating to camping activities, either location specific or general	1	General complaint about bylaw
Rubbish/sanitary	Concerns regarding rubbish and/or doing dishes in toilets etc.	3	Wehiwehi Road, Matapouri (1) Bascule Bridge Carpark (1) Tamaterau (1)

Summary:

- 82 CRMs received for 28 locations
- 13 areas = 1 complaint
- 6 areas = 2 complaints
- 3 areas = 3 complaints
- 6 areas = 4 + complaints

Of the six areas with four or more complaints, the complaints for various locations in the Ruakaka Village area are the only surprise. Issues at Tamaterau, Woolleys Bay, Wehiwehi Road, and Ruakaka Beach Reserve had already been indicated to the elected members in a summary email in mid-December 2017.

As mentioned, staff have been also dealing with direct complaints. These complaints focus almost entirely on Wehiwehi Road, Tamaterau and Whananaki North and largely those who have contacted Council staff directly have also logged CRMs on the same concerns.

2. Enquiries

Enquiries ranged from campers wanting to know where they can stay to questions on the infringement regime under the bylaw.

3. Signs

Council received several enquiries and complaints about bylaw related signage, largely concentrated across four locations in the District. Some issues were complaints about the signs themselves in other cases advisories of signs having been vandalised or removed. The issue of signs is further discussed in point 4.4 of this report.

4. Bouquets/other

Council did receive a several items of positive feedback, including on the bylaw itself, the information provided to visitors, and the positive and calm approach of enforcement officers.

Council also received one complaint asking for the prohibition at the Onerahi Sports Park to be removed. The complainant considered there had been an increase of anti-social behaviour in the evenings due to the absence of campervans.

4.2 Monitoring and Enforcement

During the first year of the new Bylaw our focus, as per Council's decision, is on education. The issue of any stronger enforcement measures such as infringement notices is to be reserved for those campers who do not abide by enforcement staff's instructions or are blatantly flaunting the rules of the bylaw.

The 'main summer' season for more intensive monitoring and enforcement activities was identified as being between 20 December 2017 and Waitangi weekend of 2018 with daily visits to 33 key sites.

The 33 key sites were to be visited at different times of the day on a rotating basis, with daytime education visits, as well as late evening and early morning enforcement visits. It was identified early in the new year that enforcement and monitoring at popular locations, such as Matapouri and Whananaki, would have more of an impact by having the daily visits always being in the early morning to capture the highest number of campers. This also provided assurance to concerned residents that Council was responding to their concerns.

The enforcement staff were supported in spreading the message to campers with the camping in public places brochure (Attachment 1), and a single page flyer (Attachment 2) that could be left on unattended vehicles as well as being handed to campers, highlighting to visitors the financial risk they take if they do not comply with the rules in place.

The Enforcement Contractor is still compiling the full data set of information on their enforcement and monitoring activities and this information will be within the final report.

Overall feedback from the dedicated enforcement officers mirrors the issues outline within the CRM's. This is that:

1. There were less complaints about waste, and human waste, than in previous years.
2. There were around four or five 'problem' sites. The issues of these sites were a combination of their popularity but also repeat complaints from a small number of residents. In a few cases the complaints were about activities that were compliant with the bylaw. For example, one resident was under the impression there was a maximum vehicle number in place at a site. A further example would be Ruakaka Reserve, where a total of eight incidences of early morning monitoring visits showed a non-self-contained vehicle being present.

3. Very few complaints were received for camping activities for areas of the district that are not prohibited or restricted. This indicates a high level of compliance with the overall approach of the bylaw.

4.3 Social Media

To support the implementation and the educational focus, the District Development Department implemented a social media campaign on Facebook. This campaign was designed to specifically target people who had expressed an interest in renting a campervan. The overall outcomes of the campaign will be discussed in the full report.

4.4 Comments

Staff consider a key learning from this summer is how important it is to get the signs right. In four of the highest complaint locations, signs were deemed to be part of the problem. Staff have worked with feedback received from our community members and our contractors to upgrade/change signs to improve understanding and visibility. Vandalism continues to be a problem and members of the public are providing valuable feedback in letting us know when signs have been removed or vandalised.

Compared to last year there has not been a significant reduction in complaints, but equally there has not been a significant increase. Staff reported on 105 complaints received between Labour Weekend and Easter for the 2016/17 summer, compared to 82 for the current reporting period. However, there are some changes in the patterns of complaints.

Two of key complaint areas from last year have now had either nil or only one complaint (Parihaka and Onerahi Beach Reserve). Ruakaka Beach Reserve continues to receive a large proportion of the complaints. It is noted that all complaints bar one regarding this reserve were logged by two individuals, indicating that for most of the community, there are no concerns regarding this area.

Complainants are aware of the Bylaw and its provisions and are now largely making specific complaints relating to breaches of the Bylaw rather than more general complaints about freedom camping. This likely explains why most complaints are about either prohibited or restricted sites; the complainant understands the rules and wishes to see Council enforce them. Conversely this also appears to show a reduction in complaints about non-compliant camping activities in those areas of the District that are subject to the self-contained only/three day maximum provisions.

There have been comparatively few complaints about rubbish. One of the key areas where repeated complaints have been received is Wehiwehi Road, Matapouri and these concerns are part of the issues raised with Council staff directly by the two or three property owners close to the area. Some enquiries into this issue indicate that there was a significant issue at the beginning of summer, which also coincided with the end of the high school and university terms. Informal feedback provides that at least a proportion of the problem could be attributed to locals (including from the wider district) who were 'partying' in the area, rather than genuine freedom campers.

4.5 Areas for improvement

Staff have received feedback from various sources on how to make improvements for future summers. Suggestions about signs has been taken on board and already implemented where possible. A full review is anticipated during the winter months with a view to achieving further improvements where possible.

It has been suggested that the 'camping etiquette' provided on the single page flyer is incorporated into onsite signage.

The flyer was only developed and made available to the enforcement officers just before Christmas. In future, this type of supporting material will be available all year as an educational resource, supported by the brochure.

Other suggestions that have been made are to provide taps/sinks on the outside of toilet blocks to provide facilities and reduce cultural and sanitary concerns regarding campers doing their dishes in toilet sinks. Staff plan to research these and other ideas with the relevant departments over winter.

5 Significance and engagement

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

6 Attachments

- 1 – Camping in public places rules summary leaflet
- 2 – Camping in Public Places Bylaw brochure



WHANGAREI
DISTRICT COUNCIL

DO YOU KNOW THE RULES? DON'T GET FINED!

Whangarei District Council has a Camping in Public Places Bylaw that regulates where and how you can camp in our public places.

It is important that you understand and comply with the rules, otherwise you risk a **\$200 instant fine**.

You have received this notice because an enforcement officer has visited your current location and it appears you may not be aware of the rules.

Date:..... Time:..... Officer:.....

Location:.....



You can be fined for one of the following reasons:

- camping in a non self-contained vehicle or tent in locations where this kind of camping is prohibited
- not parking or camping within a designated site
- camping in a prohibited area
- staying longer than the maximum nights allowed
- failing to keep your site clean and tidy
- restricting access for others to the area.

For information on where and how you can camp, visit our website **www.wdc.govt.nz** and search for 'camping'.



SELF-CONTAINED?

If you have a certified self-contained vehicle you don't have to limit yourself to the designated sites of our Bylaw. You can stay anywhere that is not prohibited or restricted for up to 3 nights. We encourage you to get off the beaten track.



NOT SELF-CONTAINED?

Check out our website or your app. We have 18 sites where non self-contained vehicles can park overnight and 6 of those even allow tents. You must park in the designated sites. Look for the signs when you arrive!

Please remember:

- take your rubbish with you (check our website for where you can drop your rubbish off)
- don't do your dishes in the public toilets
- don't hang your washing everywhere – keep it for the campgrounds
- keep the noise down, be respectful of locals
- plan ahead – our sites are beautiful and very busy, have a second option in mind
- no fires!

BE PROUD
KEEP IT CLEAN!

WHANGAREI: LOVE IT HERE!

PROHIBITED AREAS

All types of camping is prohibited in these locations.

Coastal

Bland Bay Reserve
Langs Beach - Cove Road beach access and carpark area
Marsden Point Wharf
Matapouri - Morrison Road carpark
McLeod Bay - playground and reserve area
McLeod Bay - Stuart Road
Mourees Bay
Ngunguru School
Pataua South
Ruakaka - Princes Road Reserve
Taiharuru
Teal Bay
Urquharts Bay
Whananaki - Mangaiti Reserve
Woolleys Bay - eastern carpark

CBD, urban

Drummond Park (Parihaka Lookout)
Elliott Reserve
Herekino Street - service lane
Mander Park
Port Road - service lane

Reserve Management Plan Reserves

Kensington Park
Tutukaka Marina Reserve
Whau Valley Dam
William Fraser Memorial Park on Pohe Island

Sportsparks

Hikurangi, Hora Hora, Kamo, Koropupu (Spring Flats), Morningside, Onerahi, Otaika, Otangarei, Portland, Ruakaka, Takahiwai, Tikipunga

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DUMP STATIONS

Free, open 24/7

WAIPU PUBLIC TOILETS Cove Rd, Waipu (potable water available)
RUAKAKA SEWER PUMP STATION Sime Rd (potable water available)
WHANGAREI SEWERAGE TREATMENT STATION 79 Kioreroa Rd (potable water available)
CITY MOTOR HOMES 6 South End Ave - 09 438 4885 (potable water available)
NGUNGURU PUBLIC TOILETS Te Maika Rd, Ngunguru

Fee payable, if not staying

CAMP WAIPU COVE 869 Cove Rd, Waipu - 09 432 0410
RUAKAKA BEACH HOLIDAY PARK 21 Ruakaka Beach Rd - 09 432 7590
WHANGAREI TOP 10 HOLIDAY PARK 24 Mair St - 09 437 6856 (potable water available)

If in doubt, assume nothing – always ask here

www.whangareinz.com/i-site  **SITE**

www.doc.govt.nz  Department of Conservation
Te Papa Atawhai

www.whangareinz.com **WHANGAREI**
LOVE IT HERE!

You can also find information on local commercial, or Department of Conservation campgrounds on these websites.



CAMPING IN PUBLIC PLACES IN THE WHANGAREI DISTRICT



Council supports sustainable camping activities, and Whangarei is a Motorhome Friendly District.

Our **Camping in Public Places Bylaw** controls camping in Council managed public places. These are not camping grounds, and do not provide specific camping related facilities.

www.wdc.govt.nz 0800 932 463

ARE YOU?



If you are certified self-contained (which means you have an approved wastewater system and holding tank) and you have a **certificate** and a **warrant** to prove it, you can camp in many places in our District.

For all areas of the District that are **not** listed in this brochure, you can stay for a maximum of **three nights**. You must move at least 1km further on after your maximum stay.

Our District is blessed with an outstanding coastline and natural features that attract visitors year-round, but especially over summer.

We ask that you are considerate of other campers, day visitors and locals who want to access these beautiful locations. Your self-containment certificate allows you to stay 'off the beaten track', and we encourage this.

DESIGNATED SITES



There are four areas with designated sites for self-contained vehicles only. You can also stay in the areas for non self-contained camping. You must comply with all site restrictions.

If the designated site is full, then you must move on.

Areas with designated sites for self-contained vehicles

Area	Restriction
Finlayson Street/Reyburn House Lane carpark	
Onerahi - Beach Road Reserve	
Ruakaka Beach Reserve	
Whangarei Falls Scenic Reserve	

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ARE YOU?



If you are camping in a campervan or a mobile home that is not self-contained, you can camp in one of the areas listed below.

You must park in the designated site that is indicated by signage. If the site is full, you must move on.

Areas with designated sites for non self-contained vehicles

Area	Restriction
Bascule carpark – Port Road	
AH Reed Memorial Park – Whareora Road carpark	
Kowharewa Bay	
Manaia walkway carpark	
Marsden Bay Reserve	
Matapouri - Wehiwehi Road carpark	
Ngunguru Library	
Ocean Beach carpark	
One Tree Point - boatramp carpark	
Parua Bay*	
Reotahi	
Sandy Bay - toilet block carpark/grass area*	
Tamaterau*	
Tarewa I-Site	
Waipu Caves*	
Wellingtons Bay – main reserve (Whangaumu Reserve)	
Whananaki North*	
Woolleys Bay - western carpark*	

*Camping in tents is also permitted in these areas.

ARE YOU?



If you are camping in a tent you can camp in one of the six areas listed below.

You must park your car and pitch your tent in the designated site that is indicated by signage. If the site is full, you must move on.

Areas with designated sites for all camping

Area	Restriction
Parua Bay	
Sandy Bay - toilet block carpark/grass area	
Tamaterau	
Waipu Caves	
Whananaki North	
Woolleys Bay - western carpark	

CAMPING IN PUBLIC PLACES BYLAW

The information in this brochure is a summary of the rules and maps of our Bylaw.

You can be fined \$200 if you do not comply with these restrictions.

For more information and detailed site maps, go to www.wdc.govt.nz

DRIVER FATIGUE

There is a difference between camping and resting on the road if you are tired. If you are too tired to keep driving, then please find a safe place to pull off the road and rest before moving on.

RESOLUTION TO EXCLUDE THE PUBLIC**Move/Second**

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	Legal proceedings	Good reason to withhold information exists under Section 7 Local Government Official Information and Meetings Act 1987	Section 48(1)(a)
1.2	Stonehaven Village Trust – Debt Retirement		

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	To maintain legal professional privilege.	Section 7(2)(g)
1.2	To enable Council to carry on without prejudice or disadvantage negotiations (including commercial and industrial negotiations).	Section 7(2)(i))

Resolution to allow members of the public to remain

If the council/committee wishes members of the public to remain during discussion of confidential items the following additional recommendation will need to be passed:

Move/Second

“That _____ be permitted to remain at this meeting, after the public has been excluded, because of his/her/their knowledge of Item _____.

This knowledge, which will be of assistance in relation to the matter to be discussed, is relevant to that matter because _____.

Note: Every resolution to exclude the public shall be put at a time when the meeting is open to the public.