

Whangarei District Council Meeting

Agenda

Date: Thursday, 26 April, 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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4 Public Forum

Meeting: Whangarei District Council
Date of meeting: 26 April 2018
Reporting officer: C Brindle (Senior Democracy Adviser)

1 Purpose

To afford members of the Community an opportunity to speak to Council and to report on matters raised at 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:

At the time of the agenda closure no applications to speak at public forum had been received.

Report on previous Public Forum

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

Speaker	Subject
Charlie Emerson Carpenter and Quincy Craig Carpentar	We have been finding plastic parking tickets from WDC parking machines on the beach and in the water of the Whangarei Harbour. Plastic kills dolphins and other marine life, so it shouldn't be in the ocean. We would like the council to consider using an alternative to plastic parking tickets.
Report Staff will investigate and report back to council the material parking tickets are made from, options for alternative materials and options for ticketless payment.	

Wayne Deeming	Council's relationship with section 14(1)(a)(i) of the Local Government Act – its responsibility act in an open, transparent and democratically accountable manner.
Report <p>Mr Deeming has made a number of requests under the Local Government Official Information and Meetings Act and these have been dealt with in accordance with the legislation, on a case by case basis.</p>	
Brian May	Various subjects
Report <p>Mr May has raised a variety of issues around response timeframes, staff, valuations, forensic audits, confidential agenda items and roading.</p> <p><u>Response timeframes</u></p> <p>Council endeavors to respond to all enquiries in a timely manner.</p> <p>Mr May has made a number of requests under the Local Government Official Information and Meetings Act and these have been dealt with in accordance with the legislation, on a case by case basis.</p> <p>The Chief Executive acknowledged he was unable to respond to one of Mr May's requests in a timely manner, and apologises for that.</p> <p><u>Staffing</u></p> <p>A report on Council Benchmarks 2016-2017 was presented to the 29 March Council meeting.</p> <p>The report is located on the WDC website: https://pub-wdc.escribemeetings.com/FileStream.ashx?DocumentId=435</p> <p>The report provided a summary of information obtained from the 2016/17 Annual Reports of provincial Councils of a similar size to WDC. The data indicated WDC spends less on personnel costs compared to other Councils.</p> <p><u>Commercial Property Valuations</u></p> <p>WDC primarily uses locally based valuers to provide independent and comprehensive valuation advice to Council as a whole. There have been three separate occasions since 2012 when Auckland based valuers have been engaged to support evidence supplied by Northland based valuers as part of legal disputes associated with the Commercial Portfolio.</p> <p><u>Audit of WDC accounts</u></p> <p>Each financial year, Audit New Zealand (appointed by the Auditor General), carries out an audit on Council's financial statements and supporting processes. Audit NZ carry out their audit in accordance with the Auditor General's Auditing Standards, which incorporate the International Standards on Auditing.</p> <p>Council have also established an Audit and Risk Committee to oversee risk management and internal control, audit functions (internal and external), financial and other external corporate reporting, governance framework and compliance with legislation.</p>	

Confidential items

The Local Government Official Information and Meetings Act provides the legislative framework for Council meetings, including the open and public transaction of business wherever possible. Approximately 90% of council reports are held in open meeting. In a small number of circumstances the public may need to be excluded from a meeting to protect, for example, legally privileged or commercially sensitive information.

Roads / traffic

The Local Government Act 2002 makes the provision of an integrated, safe, responsive and sustainable land transport system a fundamental requirement of every district council. Council is the road controlling authority for the district and is responsible for planning, creating, operating, maintaining and rehabilitating all roads, except state highways in Whangarei District, in a financially responsible manner. The LTP sets out all the transport projects, funding and projected timeframes and levels of service committed to over the period of the plan. All of these projects have been proposed based on the rationales, assumptions, projections and costings of the Transportation Asset Management Plan for the Whangarei District.

The Northland Transportation Alliance (NTA), a collaboration between local government and NZTA, was established in July 2016 primarily to improve consistency of services and efficiencies of scale.

Item 51.**Whangarei District Council Meeting Minutes**

Date: Thursday, 29 March, 2018
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

Scribe Nicolene Pestana (Team Leader
Democracy)

1. Karakia/Prayer

Cr Cocurullo opened the meeting with a karakia/prayer.

2. Declarations of Interest

Item 1.2 - Sale of 211 Port Road

Item 1.3 - Trustee appointments - Whangarei Art Museum Trust

3. Apologies

There were no apologies.

4. Public Forum

Charlie Emerson Carpenter and Quincy Craig Carpenter – Plastic parking tickets found in and around the Whangarei harbour. Requesting Whangarei District Council consider using paper tickets as a more environmentally friendly option.

Brian May - Various subjects.

Wayne Deeming - Council's relationship with section 14(1)(a)(i) of the Local Government Act and its responsibility to act in an open, transparent and democratically accountable manner.

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

5.1 Minutes Whangarei District Council 22 February 2018

Moved By Cr Greg Martin

Seconded By Cr Sharon Morgan

That the minutes of the Whangarei District Council meeting held on Thursday 22 February 2018 having been circulated, be taken as read and now confirmed and adopted as a true and correct record of proceedings of that meeting.

Carried

5.2 Minutes Whangarei District Council 28 February 2018

Moved By Cr Shelley Deeming

Seconded By Cr Sue Glen

That the minutes of the Whangarei District Council meeting held on Wednesday 28 February 2018 having been circulated, be taken as read and now confirmed and adopted as a true and correct record of proceedings of that meeting.

Carried

6. Decision Reports

6.1 2018 Code of Conduct Review

Moved By Cr Crichton Christie

Seconded By Cr Vince Cocurullo

That Council;

1. Agrees that the updated 2018 Elected Member Code of Conduct removes the ability for members of the public to make a complaint
2. Agrees that the updated 2018 Elected Member Code of Conduct retains the provision for the full Council to be the decision-maker for all complaints where the breach of the Code of Conduct is found to be material
3. Agrees that the updated 2018 Elected Member Code of Conduct includes the provision to allow the Chief Executive only to select the external pool of independent investigators at the start of the triennium
4. Agrees that the updated 2018 Elected Member Code of Conduct allows the Chief Executive to select an independent external investigator from outside of the pool for any complaint where circumstances require it
5. Adopts the updated 2018 Elected Member Code of Conduct located at Attachment One, incorporating the decisions above
6. Delegates the authority to make the editorial and typographical changes to the 2018 Elected Member Code of Conduct to the Mayor and Chief Executive, if required.

Her Worship the Mayor indicated that the motion would be taken in parts and items 1-5 must be carried by a 75% majority vote. On each item Her Worship the Mayor called for a division.

1. Agrees that the updated 2018 Elected Member Code of Conduct removes the ability for members of the public to make a complaint

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	10	1

Lost (3 to 10)

2. Agrees that the updated 2018 Elected Member Code of Conduct retains the provision for the full Council to be the decision-maker for all complaints where the breach of the Code of Conduct is found to be material

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	14	0	0

Carried (14 to 0)

3. Agrees that the updated 2018 Elected Member Code of Conduct includes the provision to allow the Chief Executive only to select the external pool of independent investigators at the start of the triennium

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	14	0	0

Carried (14 to 0)

4. Agrees that the updated 2018 Elected Member Code of Conduct allows the Chief Executive to select an independent external investigator from outside of the pool for any complaint where circumstances require it

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	14	0	0

Carried (14 to 0)

5. Adopts the updated 2018 Elected Member Code of Conduct located at Attachment One, incorporating the decisions above

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	14	0	0

Carried (14 to 0)

6. Delegates the authority to make the editorial and typographical changes to the 2018 Elected Member Code of Conduct to the Mayor and Chief Executive, if required.

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	14	0	0

Carried (14 to 0)

6.2 Recommendation to Increase Contract Award Value CON12006

Moved By Cr Greg Martin

Seconded By Cr Vince Cocurullo

That the Council

1. Approve the contract value for CON12006 – Chip seal and Asphaltic Resurfacing be increased by \$720,000.00 excluding GST from \$23,081,318.31 to \$23,801,318.31 (excluding GST).

Carried

Cr Cutforth requested her vote against be recorded.

6.3 Amendment to Resource Management Act Delegations

Moved By Cr Greg Innes

Seconded By Cr Sharon Morgan

That the Council

1. Approve the following amendment to delegation G18 of the Delegation Manual 2014:

G18	Authority to defend against those appeals that cannot be settled, in mediation or before the Environment Court, including the authority to reach agreement while in mediation or at Court, <u>and to make, or attend to, any applications that may be appropriate, or be lodged with the Court in the course of those appeals,</u> in consultation with Council's solicitors.	Chief Executive General Manager Planning and Development District Plan Manager
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Carried

6.4 Council Benchmarks 2016-2017

Moved By Cr Crichton Christie

Seconded By Cr Shelley Deeming

That Council notes the financial benchmarking data in the report.

Carried

7. Information Reports

There were no information reports presented.

8. Public Excluded Business

Moved By Cr Cherry Hermon

Seconded By Cr Greg Martin

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	Minutes Whangarei District Council 22 February 2018	Good reason to withhold information exists under Section 7 Local Government Official Information and Meetings Act 1987	Section 48(1)(a)
1.2	Property Sale		
1.3	Appointment Whangarei Art Museum Trust		
1.4	Road Legalisation		

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 protect information where the making available of the information would disclose a trade secret.	Section 7(2)(b)(i)
1.2	To enable the Council to carry on without prejudice or disadvantage negotiations (including commercial and industrial negotiations).	Section 7(2)(i)
1.3	To protect the privacy of natural persons including that of a deceased person.	Section 7(2)(a)
1.4	To maintain legal professional privilege. To enable Council to carry on without prejudice or disadvantage negotiations (including commercial and industrial negotiations).	Section 7(2)(g) Section 7(2)(i)

Carried

The meeting was adjourned at 11.43am and reconvened at 11.45am for public excluded.

9. Closure of Meeting

The meeting closed at 12.57pm.

Confirmed this 26th day of April 2018

Her Worship the Mayor Sheryl Mai (Chairperson)

6.1 Recommendations from the Community Funding Committee

Meeting: Council
Date of meeting: 26 April 2018
Reporting officer: C Brindle (Senior Democracy Adviser)

1 Purpose

To consider the recommendations made by the Community Funding Committee on 11 April 2018.

2 Recommendation/s

That having considered the recommendations of the Community Funding Committee 11 April 2018; Council

- 1 Approves the allocation of the Annual Operating Fund for 2018-2019 as follows:
 - a. Whangarei Youth Space Trust \$15,000
 - b. Shiloah Christian Ministries Inc. \$10,000
 - c. Tai Tokerau Emergency Housing Trust \$8,000
 - d. SeniorNet Bream Bay \$1,215
 - e. Volunteering Northland \$17,500
 - f. Anawhata Museum Trust \$7,080
 - g. Hikurangi Historical Museum Trust \$6,000
 - h. Jack Morgan Museum Inc. \$4,000
 - i. Northland Society of Arts \$20,000
 - j. Te Kowhai Print Trust \$7,080
 - k. Whangarei District Brass Inc. \$800
 - l. Sistema Whangarei \$17,695
 - m. Northland Youth Theatre Trust \$13,505
 - n. Waipu Centennial Trust Board \$75,000

- o. Citizens Advice Bureau Whangarei \$55,000
- p. Northland Craft Trust \$50,045
- q. Whangarei Quarry Gardens Trust \$38,205
- r. Mangakahia Sports Ground Society Inc. \$22,955
- s. Ruakaka Recreation Centre Inc. \$34,860
- t. Creative Northland \$133,000
- u. Whangarei Art Museum Trust \$390,000
- v. Whangarei Museum and Heritage Trust \$424,450.

3 Background

The Community Funding Committee considered a number of reports at their meeting on 11 April 2018. Any recommendations outside of the Committee's delegation are reported to Council for consideration and decision making.

The Committee considered one report that was outside of their delegation so needs to recommend this to council for consideration and decision making. The report (including attachments) is attached.

The recommendations to council from the committee were:

Item 4.1 Allocation of the 2018-19 Annual Operating Fund

The Committee recommends to Council the allocation of grants from the 2018-19 Annual Operating Fund as follows:

- a. Whangarei Youth Space Trust \$15,000
- b. Shiloah Christian Ministries Inc. \$10,000
- c. Tai Tokerau Emergency Housing Trust \$8,000
- d. SeniorNet Bream Bay \$1,215
- e. Volunteering Northland \$17,500
- f. Anawhata Museum Trust \$7,080
- g. Hikurangi Historical Museum Trust \$6,000
- h. Jack Morgan Museum Inc. \$4,000
- i. Northland Society of Arts \$20,000

- j. Te Kowhai Print Trust \$7,080
- k. Whangarei District Brass Inc. \$800
- l. Sistema Whangarei \$17,695
- m. Northland Youth Theatre Trust \$13,505
- n. Waipu Centennial Trust Board \$75,000
- o. Citizens Advice Bureau Whangarei \$55,000
- p. Northland Craft Trust \$50,045
- q. Whangarei Quarry Gardens Trust \$38,205
- r. Mangakahia Sports Ground Society Inc. \$22,955
- s. Ruakaka Recreation Centre Inc. \$34,860
- t. Creative Northland \$133,000
- u. Whangarei Art Museum Trust \$390,000
- v. Whangarei Museum and Heritage Trust \$424,450.

4 Discussion

It should be noted that funding allocations are subject to adoption in the 2018-28 Long Term Plan.

5 Significance and engagement

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

6 Attachments

1. Item 4.1 – Allocation of Annual Operating Fund 2018-19 - Community Funding Committee
11 April

4.1 Allocation of the 2018-19 Annual Operating Fund

Meeting: Community Funding Committee
Date of meeting: 11 April 2018
Reporting officer: Cindy Velthuisen (Community Funding Officer)

1 Purpose

To determine the allocation of grants from the Annual Operating Fund for 2018-19.

2 Recommendations

That the Community Funding Committee:

1. Recommends to Council the allocation of grants from the 2018-19 Annual Operating Fund as follows:
 - a. Whangarei Youth Space Trust \$15,000
 - b. Shiloah Christian Ministries Inc. \$10,000
 - c. Tai Tokerau Emergency Housing Trust \$8,000
 - d. SeniorNet Bream Bay \$1,215
 - e. Volunteering Northland \$17,500
 - f. Anawhata Museum Trust \$7,080
 - g. Hikurangi Historical Museum Trust \$6,000
 - h. Jack Morgan Museum Inc. \$4,000
 - i. Northland Society of Arts \$10,470
 - j. Te Kowhai Print Trust \$7,080
 - k. Whangarei District Brass Inc. \$800
 - l. Sistema Whangarei \$17,695
 - m. Northland Youth Theatre Trust \$13,505
 - n. Waipu Centennial Trust Board \$75,000
 - o. Citizens Advice Bureau Whangarei \$55,000
 - p. Northland Craft Trust \$50,045

- q. Whangarei Quarry Gardens Trust \$38,205
 - r. Mangakahia Sports Ground Society Inc. \$22,955
 - s. Ruakaka Recreation Centre Inc. \$34,860
 - t. Creative Northland \$133,000
 - u. Whangarei Art Museum Trust \$390,000
 - v. Whangarei Museum and Heritage Trust \$424,450
2. Approves a one-off grant of \$10,000 to Ruakaka Recreation Centre Inc. for facility upgrades, to be matched from the Society's own funds.
 3. Endorses Council to commission a review of Whangarei Museum and Heritage Trust.

3 Background

The purpose of the Annual Operating fund is to give a rolling year over year funding cycle designed to provide ongoing operational support to selected organisations providing valued services to the district. The Fund is non-contestable.

Prior to 2017, there were 13 organisations in this Fund. In 2017, 18 organisations transferred from the Transition Fund to the Annual Operating Fund, making it a total of 31 applicants in last year's round.

This year, the 9 organisations supported for events have been separated out into the Annual Events Fund. This will be considered in May.

Twenty-two applications are presented in this report for the 2018-19 Annual Operating Fund (AOF).

New reporting requirements were introduced last year based on the level of funding granted. This report is presented in three groups based on those levels of funding:

- Level 1 – receiving up to \$20,000 per annum from the AOF
- Level 2 – receiving between \$20,000 and \$100,000 per annum from the AOF
- Level 3 – receiving over \$100,000 per annum from the AOF.

4 Discussion

4.1 Financial/budget considerations

In addition to considering the annual allocation of grants, indicative figures are provided for the following year for budgeting purposes. These are generally existing funding levels plus CPI adjustment. These indicative figures are the starting point for grant considerations.

In budget planning for the Long Term Plan, staff requested a growth fund of 3% specifically for the Annual Operating Fund. This was to create budget for new applicants to join the Fund

and to allow for modest potential increases for existing applicants. It is expected that this component is compounding – that it will grow as the Fund grows. It is also expected that some recipients will exit the Fund to allow for others to enter.

18-19 AOF Budget	\$
Indicative figures total for 2018-19 (excludes annual events allocation, includes CPI adjustment)	\$1,361,510
Budgeted growth of 3% of indicative figure total	\$40,845
Total AOF budget for 2018-19	\$1,402,355

The proposed allocation is **\$1,341,860**.

This is under budget by \$60,495. This should be kept in reserve for those organisations where a decrease is proposed, on the assumption that some may return to existing funding levels. However, one-off grants from this underspend can be allocated in this funding round should Councillors wish. This would be by amendment to the recommendations made.

4.2 Policy and planning implications

The current Grants, Concessions, and Loans Policy and the criteria for this Fund were applied in the assessment of these applications.

4.3 Risks

There are risks to budget and to Council's ability to support the community going forward.

Risk – future Fund budget

Looking ahead to 2019-20, the budget is expected to be:

19-20 AOF indicative budget	\$
Indicative figures total for 2019-20 if kept the same as indicatives for 2018-19 (excludes annual events allocation)	\$1,402,355
CPI adjustment of 2% on indicative figure total	\$28,049
Budgeted growth of 3% of indicative figure total	\$42,071
Possible AOF budget for 2019-20	\$1,472,475

Risk – Growth

Council needs to be aware of the risk for exponential growth of the Fund over time. The compounding effect of CPI and budget growth – if funding continues the current modest trajectory – the AOF budget would potentially exceed \$2.1m in 10 years. It would mean a total LTP budget of \$17.6m for this Fund.

Risk – Limited Support

The budgeted growth is however limiting for the number of organisations this Fund supports and their needs. This year, an additional \$233,070 was requested above the indicative figures given. There are some good cases for increased funding, which our current budget is not able to meet. These organisations state that the compounded effect year after year of little to no increases in funding is having a detrimental effect on their viability. While Council funding isn't the sole solution for many of these organisations, for some it is perceived to be.

Council needs to be aware of these risks and should consider its funding priorities for these organisations in the future.

Risk – Management of Poor Performance

One applicant is cited for poor performance and options for reducing funding are proposed.

If Council reduces funding significantly for this organisation, it will likely have a detrimental effect on their ability to operate. It will also impact on some of Council's own deliverables that it relies on this organisation for.

If Council decides to stay with planned/indicative funding levels for this organisation, it may impact on Council's reputation and its ability to manage any potentially poor performance in the future.

4.4 Methodology

Several factors were used in the assessment and resulting recommendations, including:

- performance
- need (that of the applicant and of the community)
- available budget.

Given the available budget and risks highlighted above, a conservative approach was applied. Five organisations are recommended for an increase, twelve are recommended for no change to funding.

Five are recommended for a decrease in funding. Two of these demonstrate a decreased reliance on Council funding. Two represent poor reporting, and one represents poor performance. This last one will be a challenge for Council and will require some robust discussion. Supporting documentation is attached in relation to this.

All recommendations are fully discussed in the attachments. The 22 applications in full form are provided under separate cover for reference.

5 Significance and engagement

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

6 Attachments

1. Annual Operating Fund budget and recommendation summary
2. Annual Operating Fund application summaries
3. Supporting documentation

Under separate cover:

1. 2018-19 AOF applications – level 1
2. 2018-19 AOF applications – level 2
3. 2018-19 AOF applications – level 3

2018-19 Annual Operating Fund

Budget and recommendation summary

The Annual Operating Fund budget proposed in the LTP is set to indicative figures given in 2017 plus 3% per year allowed for growth (on top of CPI inflation adjustments). This growth is to enable new groups to enter the Fund and/or to provide increases to organisations that need it.

Growth is proposed to increase with the value of the Fund. It is also expected over time that some organisations will step out of the Fund, meaning funds could be diverted to other organisations.

\$1,361,510	Total indicative figure for 2018-19. Excludes Annual Events allocation of \$51,400. Includes CPI adjustment.
\$40,845	Budgeted growth of 3% for Year 1 of the LTP.
\$1,402,355	Total AOF budget for 2018-19.
\$1,341,860	<i>Recommended allocation for 2018-19</i> <i>\$60,495 under budget</i>

Recommendations alongside 1819 AOF

Organisation	Recommendation	Source
Ruakaka Recreation Centre Inc.	\$10,000 one-off grant for bathroom upgrade and/or carpet replacement, to be matched by funding from the Society's own funds.	From 2018-19 AOF budget OR invite to apply to 2018-19 Community Fund or equivalent (policy exception)
Whangarei Museum and Heritage Trust (Kiwi North)	That Council commissions a review of services and value for money, similar to reviews undertaken of Creative Northland and Whangarei Art Museum. This is estimated to cost \$30,000 and is budgeted for within Department overheads (subject to LTP confirmation).	Group/Department overheads

Recommendations

Level	Applicant	Indicative figures for 2018-19	Recommended change	Recommended Amount 2018-19
1	Whangarei Youth Space Trust	\$12,135	An increase of \$2,865	\$15,000
1	Shiloah Christian Ministries Inc – Tornado Youth	\$10,000	No change to indicative figure	\$10,000
1	Tai Tokerau Emergency Housing Trust	\$6,000	An increase of \$2,000	\$8,000
1	SeniorNet Bream Bay	\$1,215	No change to indicative figure	\$1,215
1	Volunteering Northland	\$15,170	An increase of \$2,330	\$17,500
1	Anawhata Museum Trust – Packard Museum	\$7,080	No change to indicative figure	\$7,080
1	Hikurangi Historical Museum Society	\$6,000	No change to indicative figure	\$6,000
1	Jack Morgan Museum Inc.	\$5,060	A decrease of \$1,060	\$4,000
1	Northland Society of Arts – Reyburn House	\$10,470	No change to indicative figure	\$10,470
1	Te Kowhai Print Trust	\$7,080	No change to indicative figure	\$7,080
1	Whangarei District Brass Inc.	\$1,015	A decrease of \$215	\$800
1	Sistema Whangarei	\$17,695	No change to indicative figure	\$17,695
1	Northland Youth Theatre Trust	\$13,505	No change to indicative figure	\$13,505
2	Waipu Centennial Trust Board (Waipu Museum)	\$80,000	A decrease of \$5,000	\$75,000
2	Citizens Advice Bureau Whangarei	\$55,000	No change to indicative figure	\$55,000
2	Northland Craft Trust (Quarry Arts Centre)	\$50,045	No change to indicative figure	\$50,045
2	Whangarei Quarry Gardens Trust	\$38,205	No change to indicative figure	\$38,205
2	Mangakahia Sports Ground Society Inc.	\$27,955	A decrease of \$5,000	\$22,955
2	Ruakaka Recreation Centre Inc.	\$34,860	No change to indicative figure	\$34,860
3	Creative Northland	\$193,570	A decrease of \$60,570	\$133,000
3	Whangarei Art Museum	\$365,000	An increase of \$25,000	\$390,000
3	Whangarei Museum and Heritage Trust (Kiwi North)	\$404,450	An increase of \$20,000	\$424,450
	Totals	\$1,361,510	Net decrease of \$19,650	\$1,341,860 \$60,495 unallocated

2019-20 indicative figures

It is proposed to not provide indicative figures for 2019-20 while the community funding model is reviewed.

2018-19 Annual Operating Fund

Application Summaries – Level 1

Level 1 applicants are those receiving less than \$20,000 per year from the Annual Operating Fund.

These applicants are required to report on how the grant was spent, community benefit, and what they are doing to reduce their reliance on council funding. They are required to provide their financial accounts and ensure they are up to date with Charities Services and/or Incorporated Societies' reporting requirements.

Overall, these groups are mostly in a steady position. However, they need to put more effort into articulating their value and the impact of the funding they receive.

Applicant	Recommended change to indicative figures	Recommended amount
Whangarei Youth Space Trust	An increase of \$2,865	\$15,000
Shiloah Christian Ministries Inc – Tornado Youth	No change to indicative figure	\$10,000
Tai Tokerau Emergency Housing Trust	An increase of \$2,000	\$8,000
SeniorNet Bream Bay	No change to indicative figure	\$1,215
Volunteering Northland	An increase of \$2,330	\$17,500
Anawhata Museum Trust – Packard Museum	No change to indicative figure	\$7,080
Hikurangi Historical Museum Society	No change to indicative figure	\$6,000
Jack Morgan Museum Inc.	A decrease of \$1,060	\$4,000
Northland Society of Arts – Reyburn House	No change to indicative figure	\$10,470
Te Kowhai Print Trust	No change to indicative figure	\$7,080
Whangarei District Brass Inc.	A decrease of \$215	\$800
Sistema Whangarei	No change to indicative figure	\$17,695
Northland Youth Theatre Trust	No change to indicative figure	\$13,505
Totals for this group	Net increase of \$5,920	\$118,345

Whangarei Youth Space Trust



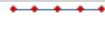

Recommendation

- **\$15,000 (an increase of \$2,865 on indicative figure)**

This increase addresses the Trust's future funding uncertainty while acknowledging the strong financial position the Trust is currently in. It also reflects the level of service WYS provides and Council's commitment to youth development for the District.

The request

WYS are seeking an increase of \$7,000 to their annual operating grant, in response to some significant multi-year funding ceasing this year. They are working hard to secure further central government support.

Whangarei Youth Space Trust	2015-16	2016-17	2017-18	2018-19 request	2019-20 request	Change
Annual Operating Grant			\$ 12,000	\$ 19,000	\$ 19,000	
Contestable/Transition Grants	\$ 10,000	\$ 10,000				
Rent Concession	\$ 31,000	\$ 31,000	\$ 31,000	\$ 31,000	\$ 31,000	
Total	\$ 41,000	\$ 41,000	\$ 43,000	\$ 50,000	\$ 50,000	

The report

The Trust presented an excellent report.

WYS is a "fully integrated free youth development and youth health service for 12-24 year olds in Whangarei". Their services include a drop in centre, health services, activity programmes with targeted outcomes, mentoring and coaching, skill and behavioural development.

WYS plan to implement 'Youth Space @ Your Place' in 2018, bringing their services and programmes to outlying areas in the District.

They estimate to have had over 5,000 interactions with young people in the last year. Trained youth workers are an essential element of the work WYS does and this is reflected in their survey results.

The finances

The Trust has had surpluses in the last two years and has accumulated funds of \$598,000 of which \$103,000 is noted as reserves for financial stability.

For year ended 30 June (figures are rounded)	2017	2016
Income	\$1,006,000	\$1,128,000
Expenditure	\$852,000	\$1,010,000
Profit/loss	\$154,000	\$118,000
Current assets	\$514,000	
Current liabilities	\$97,000	
Accumulated funds	\$598,000	

The people

Based on the Trust's total expenditure, it cost \$168 per person to run WYS. Council's contribution to this was \$2 per person.

	2017
Staff	11 (8.38 FTE)
Volunteers	11
Volunteer hours/week	52
Youth participation/patronage	5,077

Shiloah Christian Ministries Inc – Tornado Youth

Tornado Youth Community Trust is now deregistered and has merged with Shiloah Christian Ministries Incorporated. For transparency purposes, both entity names may be used going forward. For auditing and public reporting purposes, Shiloah is the named recipient.

Recommendation




- **\$10,000 (no change to indicative figure)**

The request

This application is for Shiloah Christian Ministries Incorporated's 'Tornado Youth' arm.

The Society is requesting an increase in funding from \$10,000 to \$25,000 for 2018-19, and a further increase to \$28,000 in 2019-20. This is to meet their budget shortfall and for increasing demand. Council pays grants for services to Tornado Youth in addition to this grant.

They also receive \$5,000 in Ministry of Social Development funding for holiday programmes.

Tornado Youth - Shiloah Christian Ministries Inc.	2015-16	2016-17	2017-18	2018-19 request	2019-20 request	Change
Annual Operating Grant	\$ 19,835	\$ 20,321	\$ 10,000	\$ 25,000	\$ 28,000	
WDC Grant for cleaning services	\$ 7,650	\$ 7,029	\$ 8,000	\$ 15,000	\$ 15,000	
Total	\$ 27,485	\$ 27,350	\$ 18,000	\$ 40,000	\$ 43,000	

The report

The Society has not filed returns with the Incorporated Societies register since 2008. This is a specified requirement of this Fund. Staff have reminded them of this at the time of preparing this report. Their Charities register is up to date for accounts but not for current officers.

The Society continues to struggle with meeting minimum reporting requirements for this Fund, in particular quantifying their reach and impact. Higher levels of funding would only increase the level of detail required (Level 2 reporting commences from \$20,000).

The entity

There continues to be confusion and clear division between what the church provides and what Tornado Youth provides, especially now that the Tornado Youth Trust no longer exists.

According to the chair and manager, the Society's Tornado Youth arm provides support and development programmes for youth, families and individuals of Hikurangi. Programmes include community meals, youth nights, camps, holiday programmes, community service, mentoring and support, and transport. The Society runs a childcare centre and its church activities.

According to their audited accounts, the entity statement on page 3 suggests that Tornado Youth's activities are only the Friday Night youth group and the camps, with the rest of the activities falling under the Church.

Description of the Entity's Outcomes*:

The Shiloah Christian Trust works within the Hikurangi Community to provide support and guidance for all community members. The focus of the Trust is three-fold, firstly it is a community based, non-denominational church, offering counseling services, budgeting, food parcels for needy families, as well as holding two church services each Sunday.

The youth initiative provides for a youth group each Friday evening which includes teaching, fun and relationship building. Additional activities are organized every few weekends for the youth as well as two camps during the year for the youth and their families, so they can experience quality family time and participate together in new experiences, such as the luge in Rotorua etc. Also when possible we offer a week each holidays, of a low cost holiday programme for children 5 - 12 years

The Childcare Centre is the third initiative controlled by the Trust. The Childcare is currently licensed for 25 children, with 31 children currently enrolled. The average attendance over the last month is 22-24 children per day. This is a fees free center enabling children from the community to access childcare, where if we charged fees, the children would not be attending quality childcare. We are operating at the moment on 100% qualified teachers which has been indicated to us from the Early Childhood Council, where the new Labour Government will be taking childcare this year with a new funding band. Our current 12-month plan is to increase the center numbers to 30, over 2 year olds and establish a baby center for 10, under 2 year olds. We are investigating avenues of funding to get this established and applying for resource consent for 40 children.

The audited accounts show no separation of Tornado Youth's income and expenditure.

The finances

The Society provided a profit and loss statement for the Tornado Youth part of their activities, however this is not for a full year (only 1 July 2017 to 9 February 2018). The audited accounts provided for year ended 31 March 2017 cover all of the Society's activities and does not separate out Tornado Youth.

The audited accounts also give some participation numbers, which the Society has not been able to provide us in reports.

The people

	2017	2016*
Staff	3 (2.5 FTE)	9 (? FTE)
Volunteers	30+	80
Volunteer hours/week	60+	200
Number of youth reached	Unknown (223 as per audited accounts)	
Number of activities	Variable/unknown	

* From 2016-17 AOF application

Tai Tokerau Emergency Housing Trust

Recommendation

- **\$8,000 (an increase of \$2,000)**

This recommendation is in acknowledgement of rising community need, the level of service the Trust provides, and Council's commitment to emergency housing for the District, while also reflecting the strong financial position the Trust is in.

The request

Tai Tokerau Emergency Housing Trust is seeking an increase from \$6,000 to \$12,000 for increased lease costs. They have experienced substantial demand increases, so have moved to large premises and have doubled their staff.

Tai Tokerau Emergency Housing Trust	2015-16	2016-17	2017-18	2018-19 request	2019-20 request	Change
Annual Operating Grant			\$ 6,000	\$ 12,000	\$ 12,000	
Contestable/Transition Grants	\$ 3,000	\$ 6,000				
Total	\$ 3,000	\$ 6,000	\$ 6,000	\$ 12,000	\$ 12,000	

They are funded by central government contracts, grants and rental income (a contract requirement, based on a percentage of the tenant's income). Their efforts in diversifying their income is good.

The report

The Trust's report is excellent, providing detailed commentary and data on their services. Of particular note, the number of assessments has increased 40%, and the number of returning clients has reduced from 30% to 5% (over 3 years).

They expect the demand for their services to continue to grow, and plan to open another men's home soon.

The financials

The Trust is in good financial position, with significant surpluses and accumulated funds.

For year ended 30 June (figures are rounded)	2017	2016
Income	\$569,017	\$295,806
Expenditure	\$437,058	\$237,739
Profit/loss	\$131,959	\$58,067
Current assets	\$184,455	
Current liabilities	\$65,131	
Accumulated funds	\$216,643	

The people

The Trust's paid staff are professional social workers.

	July-Dec 2017	2016-17	2015-16
Staff		12 (8.2 FTE)	10 (5.5 FTE)
Volunteers		8 (0.1 FTE)	6
Volunteer hours/week		4	10
Number of enquiries	182	513	398
Face to face assessments	131	289	172
Households in emergency home	38	91	73

SeniorNet Bream Bay Incorporated




Recommendation

- **\$1,215 (no change to indicative figure)**

The request

SeniorNet Bream Bay provide training in digital literacy for adults and seniors.

They have requested a continuation of current funding levels (with CPI adjustments shown). They receive approximately \$22,000 in other funding from donations, fundraising, course fees and other grants.

SeniorNet Bream Bay	2015-16	2016-17	2017-18	2018-19 request	2019-20 request	Change
Annual Operating Grant			\$ 1,200	\$ 1,215	\$ 1,215	
Contestable/Transition Grants	\$ 500	\$ 1,000				
Total	\$ 500	\$ 1,000	\$ 1,200	\$ 1,215	\$ 1,215	

The report

The report was satisfactory.

The financials

The Trust is run modestly and keeps within its own budget. It has modest accumulated funds of \$32,000 of which \$22,000 is held in reserve.

For year ended 31 Dec (figures are rounded)	2017	2016
Income	\$23,000	\$27,000
Expenditure	\$21,000	\$20,000
Profit/loss	\$2,000	\$8,000
Current assets	\$28,000	
Current liabilities	\$0	
Accumulated funds	\$32,000	

The people

SeniorNet is 100% volunteer-run. Based on expenditure, it cost \$52 per enrolment to deliver SeniorNet's services. Council contributed 6% against expenditure.

	2017	2016
Staff	0	0
Volunteers	10	12
Volunteer hours/week	48	42
Courses/workshops	86	58
Enrolments	403	285
Learner hours	1,350	1,210

Volunteering Northland

Recommendation

- **\$17,500 (an increase of \$2,330 on indicative figure)**

This increase is in response to the changing nature of volunteerism and the direct impact this has on the district's non-profit sector. It reflects Volunteering Northland's service offering, their financial position and vulnerability to funding, and their standard of reporting.

The request

Volunteering Northland (VN) are requesting a modest stepped increase to better reflect the population distribution of the region, and in anticipation of Foundation North funding ceasing. VN states that any increase in funding will increase "support offered to the non-profit sector and the volunteer community, building capacity and resilience, therefore a better community."

Along with other Old Municipal Building tenants, VN are now receiving a 100% rent concession.

Volunteering Northland	2015-16	2016-17	2017-18	2018-19 request	2019-20 request	Change
Annual Operating Grant			\$ 15,000	\$ 17,500	\$ 20,000	
Contestable/Transition Grants	\$ 5,000	\$ 10,000				
Rent Concession			\$ 5,217	\$ 5,217	\$ 5,217	
Total	\$ 5,000	\$ 10,000	\$ 20,217	\$ 22,717	\$ 25,217	

The report

VN's report is detailed and sound.

In addition to connecting volunteers with non-profit organisations, VN provides professional development training and capacity building within the sector. This is a valued service for the district, especially given the aging of volunteers and traditional volunteering roles no longer being as appealing. There is a need to rethink how volunteering can work with current and future generations, and VN is best placed to address this growing concern.

VN relies mostly on grants (87% of total income), and tries to diversify its income with a good funding strategy, annual fees for registering organisations, interest earned on cash reserves and in-kind support from the business sector. They have also commenced an endowment fund administered by the Northland Foundation.

The financials

Volunteering Northland has made modest surpluses to build up their cash reserves for business continuity.

For year ended 31 July (figures are rounded)	2017	2016
Income	\$124,000	\$95,000
Expenditure	\$114,000	\$70,000
Profit/loss	\$10,000	\$25,000
Current assets	\$134,000	
Current liabilities	\$84,000	
Accumulated funds	\$54,000	

The people

VN states that volunteering opportunities advertised often include multiple positions for each role so the actual number is significantly higher. The number of referrals also does not include self-referrals.

	2017	2016
Staff	3 (1.3 FTE)	2 (1.0 FTE)
Volunteers	14 (0.6 FTE)	12 (0.5 FTE)
Volunteer hours/week	23	22
Opportunities advertised	372	329
Volunteer referrals	1,248	750

Anawhata Museum Trust – Packard Museum

Recommendation

- **\$7,080 (no change to indicative figure given)**

This level of funding is consistent with other similar sized, private-collection museums in the district that Council supports.

The request

Anawhata Museum Trust is requesting an increase of 114% to open 6 days a week over the summer period and hire another tour guide. The museum is currently open 4 days a week for guided tours only. These tours typically take 2-3 hours and cost \$20 per adult and \$10 per child.

In addition to grant income, the Trust generates its own income of approximately \$75,000.

Anawhata Museum Trust	2015-16	2016-17	2017-18	2018-19 request	2019-20 request	Change
Annual Operating Grant			\$ 7,000	\$ 15,000	\$ 15,000	
Contestable/Transition Grants	\$ 2,500	\$ 5,000				
Total	\$ 2,500	\$ 5,000	\$ 7,000	\$ 15,000	\$ 15,000	

The report

The Trust's report was satisfactory.

The financials

The Trust broke even in 2017, due to employee related costs doubling. However, there is no change to the number of staff noted.

For year ended 30 June (figures are rounded)	2017	2016
Income	\$148,000	\$118,000
Expenditure	\$148,000	\$91,000
Profit/loss	\$0	\$27,000
Current assets	\$5,000	\$6,000
Current liabilities	\$49,000	\$47,000
Accumulated funds	\$1,053,000	\$1,052,000

The people

Staff and volunteer numbers are steady. Visitor numbers have increased following approaches to schools and other changes to marketing. Based on total expenditure, it cost \$65 per visitor in 2017. Council's contribution was \$3.

	2017	2016
Staff	2.5 FTE	2.5 FTE
Volunteers	2.3 FTE	2 FTE
Volunteer hours/week	90	80
Visitor numbers	2,273	1,705

Hikurangi Historical Museum Society

Recommendation

- **\$6,000 (no change to indicative figure)**

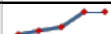
This level of funding meets the Society's expectations and is consistent with other similar sized museums in the district that Council supports.

Staff recommend that the Society considers changing from audited accounts to reviewed accounts, using a volunteer reviewer, to save \$1,700 per year.

The request

Hikurangi Historical Museum Society preserves the history of the Hikurangi area including several historic buildings. Entry to the museum is by donation.

The Society has requested no change to their indicative figure of \$6,000.

Hikurangi Historical Museum	2015-16	2016-17	2017-18	2018-19 request	2019-20 request	Change
Annual Operating Grant	\$ 5,316	\$ 5,447	\$ 5,550	\$ 6,000	\$ 6,000	

In addition, the Society receives a 100% lease concession (value not available at time of writing).

The report

The Society's report was basic but satisfactory.

The financials

The Society operates on a very small budget that they manage well. A decline in visitor numbers and therefore donations, along with ongoing maintenance costs is affecting their financial viability.

For year ended 30 June (figures are rounded)	2017	2016
Income	\$6,697	\$7,576
Expenditure	\$8,436	\$7,593
Profit/loss	-\$1,739	-\$17
Current assets	\$22,860	
Current liabilities	\$1,881	
Accumulated funds	\$211,472	

The Society paid audit fees of \$1,663, which is not a requirement for an organisation of this size.

The people

The Museum is 100% volunteer-run. The struggle to maintain volunteer numbers is a challenge for them.

Based on total expenditure, it cost \$28 per visitor last year. Council's contribution was \$18.

	2017	2016
Staff	0	0
Volunteers	13	11
Volunteer hours/week	10	10
Visitors	300	463

Jack Morgan Museum Inc.




Recommendation

- **\$4,000 (a decrease of \$1,060 on indicative figure)**

Jack Morgan Museum struggles to meet minimum reporting and application requirements, in particular with providing visitor numbers from year to year and demonstrating benefit to the District. This recommendation reflects the need to improve in this area. Their financial position indicates this will not have an adverse effect on their operations.

The request

Jack Morgan Museum did not provide an application form despite repeat requests, but they did submit a report and an invoice for the current funding level, so it is assumed no change was requested.

Jack Morgan Museum Inc.	2015-16	2016-17	2017-18	2018-19 request	2019-20 request	Change
Annual Operating Grant			\$ 5,000	\$ 5,000	\$ 5,000	
Contestable/Transition Grants	\$ 2,500	\$ 5,000				
Total	\$ 2,500	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	

The report

The report lacks detail, despite being simplified on previous reporting requirements.

The financials

The Society operates within its budget and usually makes a small surplus.

For year ended 31 March (figures are rounded)	2017	2016
Income	\$20,000	\$14,000
Expenditure	\$12,000	\$12,000
Profit/loss	\$8,000	\$2,000
Current assets	\$64,000	
Current liabilities	\$0	
Accumulated funds	\$218,000	

The Society state in their financial statements that for the year ended 31 March 2017 they received a "WDC Operational Grant (toilets)" of \$8,145. To clarify, due to timing, this includes the 2015-16 Transition Fund grant and the 2016-17 Annual Operating grant. They are also reimbursed for cleaning materials, which is around \$600 per year.

The people

The Museum is 100% volunteer-run. The Society continues to not track visitor numbers, making it difficult to ascertain value to the district.

	2017	2016
Staff	0	0
Volunteers	20	39
Volunteer hours/week	80	50-60
Visitor numbers	Not provided	

Northland Society of Arts – Reyburn House

Recommendation

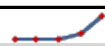
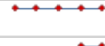

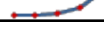
- **\$10,470 (no change to indicative figure)**

A continuation of current funding levels reflects the addition of the mowing in-kind support, and the total funding 'package' is consistent with Council's support of other similar organisations.

The request

Northland Society of Arts (NSA) are requesting a significant increase in funding. This is to replace volunteer support with paid employees, in particular, an office manager from 2019-20.

Recently, NSA requested support with the mowing of the lawns at Reyburn House. The heritage gardens continue to be looked after by NSA, although they now pay for this to be done. Council's Parks and Recreation team have agreed to cover the cost of mowing as part of the Hatea Loop maintenance contract.

Northland Society of Arts	2015-16	2016-17	2017-18	2018-19 request	2019-20 request	Change
Annual Operating Grant	\$ 9,917	\$ 10,160	\$ 10,353	\$ 20,000	\$ 50,000	
Rent Concession	\$ 42,000	\$ 42,000	\$ 42,000	\$ 42,000	\$ 42,000	
Mowing In-Kind Support			\$ 1,500	\$ 4,000	\$ 4,000	
Total	\$ 51,917	\$ 52,160	\$ 53,853	\$ 66,000	\$ 96,000	

NSA generate approximately \$40,000 of their income.

The report

NSA's report was satisfactory.

The financials

The 2017 financial performance report is not available yet. NSA operates within its budget.

For year ended 31 Dec (figures are rounded)	2016	2015
Income	\$63,000	\$52,000
Expenditure	\$60,000	\$52,000
Profit/loss	\$3,000	\$0
Current assets	\$86,000	
Current liabilities	\$23,000	
Accumulated funds	\$391,000	

The people

The Society is currently 100% volunteer-run. Based on 2016 figures, it cost \$5 per visitor to run the House, and Council's operating grant contributed 17% against expenditure (total Council contribution was 87%).

	2017	2016
Staff	0	0
Volunteers	30	30
Volunteer hours/week	250	140
	<i>Part year*:</i>	<i>Full year:</i>
Exhibitions	10	14
Visitor numbers	7,102	12,248
Studio users	128	Unknown

* Data provided is for July 2017 – February 2018

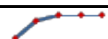
Te Kowhai Print Trust

Recommendation

- **\$7,080 (no change to indicative figure)**

The request

Te Kowhai Print Trust are requesting a continuation of current funding levels.

Te Kowhai Print Trust	2015-16	2016-17	2017-18	2018-19 <i>request</i>	2019-20 <i>request</i>	Change
Annual Operating Grant	\$ 3,000	\$ 6,000	\$ 7,000	\$ 7,080	\$ 7,080	

The report

The Trust's report is detailed and sound.

The Trust is funded 75% by grants. It receives approximately \$45,000 in other grant income, and generates the remainder from class fees, donations, studio hire and sales. They are investigating other funding streams including artist residencies to commence in 2018.

This operating grant has supported the provision of a dedicated community print studio, delivery of 19 workshops and classes, a youth scholarship programme, exhibitions and events. A Print Archive is being collated for appropriate long term storage.

The financials

The Trust operates within its budget with modest surpluses.

For year ended 31 March (figures are rounded)	2017	2016
Income	\$72,000	\$63,000
Expenditure	\$70,000	\$58,000
Profit/loss	\$3,000	\$5,000
Current assets	\$41,000	
Current liabilities	\$8,000	
Accumulated funds	\$162,000	

The people

Based on total expenditure, it cost \$180 per participant to deliver the Trust's services. Council's contribution was \$18.

	2017	2016
Staff	1 (0.7 FTE)	1
Volunteers	16 (0.25 FTE)	16
Volunteer hours/week	10	10
Workshops/classes	19	25
Events/other	7	8
Participants	388	Unknown

Whangarei District Brass Inc.




Recommendation

- **\$800 (a decrease of \$215 on indicative figures)**

Whangarei District Brass struggles to meet minimum reporting and application requirements, in particular with providing engagement and audience numbers from year to year and demonstrating benefit to the District. This recommendation reflects the need to improve in this area. Their financial position indicates this will not have an adverse effect on their operations.

The request

Whangarei District Brass are requesting existing funding levels for 2018-19, and an increase of \$500 in 2019-20.

Whangarei District Brass	2015-16	2016-17	2017-18	2018-19 request	2019-20 request	Change
Annual Operating Grant			\$ 1,000	\$ 1,015	\$ 1,500	
Contestable/Transition Grants	\$ 500	\$ 1,000				
Total	\$ 500	\$ 1,000	\$ 1,000	\$ 1,015	\$ 1,500	

The report

The Society has not provided data on performance and audience numbers, making it difficult to ascertain value to the district. The report lacks detail.

The Society generates about \$3,000 in hall hire income, and about \$2,200 from performance fees/fundraising. Grants and donations make up 66% of their income.

The financials

The Society generally keeps within its modest budget.

For year ended 30 June (figures are rounded)	2017	2016
Income	\$19,000	\$11,000
Expenditure	\$14,000	\$13,000
Profit/loss	\$5,000	-\$2,000
Current assets	\$38,000	
Current liabilities	\$0	
Accumulated funds	\$38,000	

The people

The Society states that they have no paid staff, however the musical director receives \$2,000 per annum as his fee.

	2017	2016
Staff	0	0
Volunteers	33	9
Volunteer hours/week	100	14
Performance and audience data	Unknown	

Sistema Whangarei

Recommendation

- **\$17,695 (no change to indicative)**

Sistema Whangarei is already well supported by Council at 22% of expenditure, and this is comparable to similar organisations that we fund.

The request

Sistema Whangarei are seeking an increase of \$1,000 in 2018-19 for increased office costs, and a further \$515 in 2019-20 for increased transportation and tutor hours.

Sistema Whangarei	2015-16	2016-17	2017-18	2018-19 request	2019-20 request	Change
Annual Operating Grant			\$ 17,500	\$ 18,695	\$ 19,210	
Contestable/Transition Grants	\$ 7,500	\$ 15,000				
Total	\$ 7,500	\$ 15,000	\$ 17,500	\$ 18,695	\$ 19,210	

The report

Sistema's report is satisfactory. It shows good collaboration with the community, with their Sistema NZ network, and with national and international visiting artists.

Sistema continues to offer orchestral music training to youth, which naturally includes life skills such as leadership, expression, and collaboration. Of particular note, the Trust has 18 teenagers gaining experience as teachers and mentors.

The Trust regularly applies for other grant funding, and has been successful with grants totalling \$30,000. They have set up a fundraising group from amongst the parents.

Their afterschool programme runs 3 times per week. They also run in-school programmes of approximately 8 times per week during terms, and a whole class orchestra of 7 times per year. Some of this is funded by the schools. Sistema works with 6 schools, mostly decile 1 and 2.

Parental survey results show good improvements in concentration, self-esteem, behaviour and mood of the children involved in Sistema.

The financials

Sistema is wholly dependent on grants and donations, with only 3% earned by other means. This is their first financial report as their own charitable trust (in 2016 Sistema was under the umbrella of Whangarei Youth Music).

For year ended 31 Dec (figures are rounded)	2017	2016
Income	\$104,000	\$62,000
Expenditure	\$81,000	\$69,000
Profit/loss	\$23,000	-\$7,000
Current assets	\$36,000	
Current liabilities	\$16,000	
Accumulated funds	\$66,000	

The people

Based on total expenditure, it cost \$770 per core programme student for the year. Council's contribution was \$167.

	2017	2016
Staff	7 (1.6 FTE)	5 (1.5 FTE)
Volunteers	20 (1.5 FTE)	28 (2.1 FTE)
Students in core programme	105	94
Students in school programme only	56	29


Northland Youth Theatre Trust

Recommendation

- **\$13,505 (no change to indicative)**

The request

Northland Youth Theatre Trust (NYT) are requesting a continuation of current funding levels.

Northland Youth Theatre Trust	2015-16	2016-17	2017-18	2018-19 request	2019-20 request	Change
Annual Operating Grant	\$ 9,917	\$ 10,160	\$ 13,353	\$ 13,505	\$ 13,505	

The report

NYT's report is good, but more detailed than it needs to be for this level of funding.

NYT continue to seek other sources of income and have had some success with grant funding. They have increased their venue hire and are implementing snack sales at performances. They run weekly drama classes for various age groups, along with script writing and improvisation, and specialist workshops.

Performances for the year were Te Waioira, Shots Fired, Fright NYTe, as well as two class performances for cast family members, and roving performers at the Christmas in the Park. NYT also collaborated with NZ Police and Civil Defence & Emergency Management on a Civil Defence film project 'Expect the Unexpected'.

The financials

NYT are 76% funded by grants. They generate about \$15,000 from classes, \$9,000 from performances and \$10,000 from other sources.

For year ended 31 March (figures are rounded)	2017	2016
Income	\$140,000	\$102,000
Expenditure	\$141,000	\$92,000
Profit/loss	-\$1,000	\$10,000
Current assets	\$63,000	
Current liabilities	\$0	
Accumulated funds	\$100,000	

The people

Based on total expenditure, it cost approximately \$562 per youth involved in classes and shows. Council's contribution was \$53.

	2017	2016
Staff	2 (1.0 FTE)	2 (1.0 FTE)
Volunteers	Variable	Variable
Class attendance	128	
Show performers	123	
Audiences	1,165	

2018-19 Annual Operating Fund

Application Summaries – Level 2

Level 2 applicants are those receiving between \$20,000 and \$100,000 from the Annual Operating Fund.

They have a higher level of reporting than Level 1 applicants and are expected to have strategic business plans, annual reports and budgets, suitable for their organisation.

Overall, these applicants demonstrate less need for Council funding.

Five of the six applicants made surpluses in the last two years, and some have significant accumulated funds. The sixth, Citizens Advice Bureau made a small loss, likely to be recouped with the 100% rent concession granted last year.

Applicant	Recommendation Change	Recommended Amount
Waipu Centennial Trust Board (Waipu Museum)	A decrease of \$5,000 Merging of two grants	\$75,000
Citizens Advice Bureau Whangarei	No change to indicative figure	\$55,000
Northland Craft Trust (Quarry Arts Centre)	No change to indicative figure	\$50,045
Whangarei Quarry Gardens Trust	No change to indicative figure	\$38,205
Mangakahia Sports Ground Society Inc.	A decrease of \$5,000	\$22,955
Ruakaka Recreation Centre Inc.	No change to indicative figure \$10,000 one-off grant	\$34,860 TBD
Totals for this group	Net decrease of \$10,000 Or nil impact if including one-off grant from this Fund.	\$276,065

Waipu Centennial Trust – Waipu Museum

Recommendation

- **\$75,000 (a decrease of \$5,000 on indicative figure)**

The Trust makes a profit year to year and has accumulated funds of \$1.13m. As such, staff recommend a reduction in their operating grant for 2018. The Trust's financial performance and position indicate that this will have no adverse effect on their ability to operate.




- **That grants for the museum and Art'n'Tartan should merge, and the total funding package is considered when the Annual Events Fund is before Committee in May.**

Waipu Centennial Trust receives an operating grant for Waipu Museum and a separate annual grant for the event Art'n'Tartan. It is recommended that these no longer be considered separately.

Both sets of grants are represented in the below table for clarity.

The request

Waipu Centennial Trust Board was approved a stepped increase in operating funding last year to engage a Collections Manager. They have requested no change to the figure indicated for 2018-19 (\$80,000), but another increase for 2019-20. They have received good increases in funding over recent years for both operations and event.

Entity	2015-16	2016-17	2017-18	2018-19 request	2019-20 request	Change
Museum	\$57,459	\$63,867	\$75,080	\$ 80,000	\$ 90,000	
Art'n'Tartan	\$10,000	\$10,000	\$15,000	\$ 15,170	\$ 15,170	
Total	\$67,459	\$73,867	\$90,080	\$ 95,170	\$ 105,170	

The report

The Trust's report is satisfactory.

In addition to museum admission fees and services, the Trust generates income from shop sales and profits made from their fundraising events.

They have implemented a more targeted marketing approach, which has resulted in an increase in museum visitors from 5,000 to 7,000.

The Trust has significant development plans for the Museum and Heritage Precinct, estimated at \$2.8m. It is not stated how this development will be funded, nor what impact it will have on ongoing operating expenses and museum income.

Art'n'Tartan

The Trust receives an annual Council grant for their fundraising event Art'n'Tartan. As discussed last year, this is in conflict with Council's Grants, Concessions and Loans Policy, which states we generally only fund an organisation once per year and that we do not fund for fundraising purposes.

It will be proposed, therefore, to cease separate funding for Art'n'Tartan, absorbing it into the operating grant for the Museum. Art'n'Tartan is set for consideration by the Committee in May for the Annual Events Fund round, and this recommendation will be put forward then.

The finances

The following relates to all the Trust's activities. The annual Art'n'Tartan and the biennial show are fundraisers for the museum.

For year ended 31 March (figures are rounded)	2017	2016
Income	\$403,000	\$427,000
Expenditure	\$367,000	\$378,000

Profit/loss	\$36,000	\$49,000
Current assets	\$600,000	
Current liabilities	\$116,000	
Accumulated funds	\$1,126,000	

The people

Based on the Trust's total expenditure, it costs \$51 per person to visit the museum. Council's contribution to this was \$12 per person.

	2017	2016
Staff	5 (2.8 FTE)	4 (2.6 FTE)
Volunteers	109 (8.8 FTE)	105 (8.5 FTE)
Volunteer hours/week	325	319
Visitor numbers – museum	7,239	5,208
Visitor numbers – general	36,052	33,422

The museum's shop receives over 5 times as many visitors as the museum itself. These are mostly seeking visitor information. Council may wish to consider if a contract for services or a full service i-Site is a more suitable approach.

Citizens Advice Bureau Whangarei Inc

Recommendation

- **\$55,000 (no change to indicative figure given)**




In recognition of the increased rent concession, the previously advised indicative figure is recommended. It is still an increase of \$5,000 on the 2017-18 funding level.

The request

Citizens Advice Bureau Whangarei deliver on community well-being, providing free, impartial advice and advocacy to over 6,000 residents and potential migrants to the district.

CAB are requesting \$60,000 for 2018-19 (indicative figure was \$55,000) and a further increase for the following year. This is to meet current budget deficit and resourcing demand.

In addition to the operating grant, CAB moved to a 100% rent concession this year (was approximately 15%) as part of the Old Municipal Building community hub concessions. This is worth \$15,700.

Entity	2015-16	2016-17	2017-18	2018-19 request	2019-20 request	Change
CAB	\$45,190	\$46,297	\$50,000	\$ 60,000	\$ 65,000	
Rent concession	\$ 1,500	\$ 1,500	\$15,700	\$ 15,700	\$ 15,700	
Total	\$46,690	\$47,797	\$65,700	\$ 75,700	\$ 80,700	

The report

CAB's report is good.

In addition to government contracts and grants, CAB received approximately \$8,000 in other funding. They are cultivating relationships with Foundation North and Southern Trust as potential new sources of funding.

CAB acknowledge that, due to the type of work they do and their need to be impartial, grant funding is their only real means of income.

The finances

CAB have operated at a loss the last two years.

For year ended 30 June (figures are rounded)	2017	2016
Income	\$78,075	\$80,339
Expenditure	\$89,392	\$83,194
Profit/loss	-\$11,317	-\$2,854
Current assets	\$49,000	
Current liabilities	\$14,000	
Accumulated funds	\$49,000	

The people

CAB note in their annual report that their enquiry numbers are continuing a slow downward trend, due to "a more digitally able generation [that] is taking advantage of our website".

Based on the Trust's total expenditure and number of enquiries, it cost \$13 per person to access CAB's services last year. Council's contribution to this was \$9 per person.

	2017	2016
Staff	3 (1.3 FTE)	2 (1.1 FTE)
Volunteers	43 (5.3 FTE)	40 (3 FTE)
Enquiry numbers	6,635	6,834
Workshops held	37	35

Northland Craft Trust – Quarry Arts Centre

Northland Craft Trust delivers arts and culture for the district, offering a range of classes, services, events and exhibitions in a unique bohemian setting.

Recommendation

- **\$50,045 (no change to indicative figure)**

Northland Craft Trust has made a profit the last two years, and were granted a 22% increase in funding last year to recruit a workshop coordinator.

The request

The Trust request an additional \$10,000 (indicative figure was \$50,045) to enable them to bring their workshop coordinator up to full-time.

Entity	2015-16	2016-17	2017-18	2018-19 request	2019-20 request	Change
Quarry Arts	\$37,829	\$38,756	\$49,492	\$ 60,045	\$ 60,945	

The report

The Trust presented an excellent report.

Quarry Arts Centre generates most of their own income (76%) from workshop fees, sales and studio hire. They have taken steps to diversify their income further, by converting underutilised space for an additional gallery, selling merchandised bags, and – most significantly – becoming the sole New Zealand distributor for a range of ceramics glazes and tools and selling these by mail-order.

The Trust has some significant development planned including a new building by 2021, 'bunker' and kitchen upgrades, and driveway, lighting, gardens and wetlands development. It is unclear how this development is to be funded, and what impact it may have on their operating budget.

The finances

The Trust has made a profit in the last two years, and has reserves tagged for the facility development.

For year ended 30 June (figures are rounded)	2017	2016
Income	\$298,000	\$311,000
Expenditure	\$263,000	\$290,000
Profit/loss	\$34,000	\$21,000
Current assets	\$178,000	
Current liabilities	\$20,000	
Accumulated funds	\$720,000	

The people

The number of enrolments has increased significantly.

Based on the Trust's total expenditure, it cost \$306 per enrolment to access the Centre's workshops and activities. Council's contribution to this was \$58 per enrolment.

	2017	2016
Staff	5 (3.5 FTE)	3 (2.5 FTE)
Volunteers	10 (2.3 FTE)	6 (1.5 FTE)
Enrolments	859	529
Workshop days	5,135	4,174
One-off events	21	24

Whangarei Quarry Gardens Trust

Recommendation

- **\$38,205 (no change to indicative figure)**

Whangarei Quarry Gardens Trust are in a strong position, with good levels of reserves and profits made. As such, a continuation of current funding levels is recommended.

The request

The Trust is requesting an increase of \$7,215 to \$45,000 and a further increase in 2019. This is for increased maintenance costs (for the new visitors centre and the impact of higher visitor numbers on the gardens themselves) and to employ a youth landscaping apprentice.

In addition to the annual operating grant, the Trust receives a grant for services to district parks and reserves, and a contribution to their audit fees.

Whangarei Quarry Gardens Trust	2015-16	2016-17	2017-18	2018-19 request	2019-20 request	Change
Annual Operating Grant	\$ 36,193	\$ 37,080	\$ 37,785	\$ 45,000	\$ 55,000	
WDC services grant for parks and reserves	\$ 57,000	\$ 57,000	\$ 58,000	\$ 58,000	\$ 58,000	
Other - audit fees contribution		\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	
Total	\$ 93,193	\$ 100,080	\$ 101,785	\$ 109,000	\$ 119,000	

The report

The Trust's report is excellent.

To diversify their income streams, the Trust has made improvements to fundraising events, increased coverage of reception, and promoted guided and golf cart tours. They have also been more active on social media and continue to make strong connections with industry and community groups.

The Trust's business plan is well thought out with some good goals. However, the draft budget for 2018-19 shows no change in income or expenditure from 2017-18, despite expected increases in visitor numbers, and planned projects. The budget forecasts a surplus of \$19,000.

The finances

The Trust has made significant profit in the last two years, and has significant accumulated funds of \$1.58m.

For year ended 30 June (figures are rounded)	2017	2016
Income	\$242,000	\$485,000
Expenditure	\$186,000	\$140,000
Profit/loss	\$55,000	\$345,000
Current assets	\$126,000	
Current liabilities	\$11,000	
Accumulated funds	\$1,580,000	

The people

Based on total expenditure and visitor numbers, it cost \$4 per visitor to run the Gardens. Council's operating grant contributed 20% against expenditure (total contribution was 55%).

	2017	2016
Staff	2 (1.4 FTE)	2 (1.25 FTE)
Volunteers	30 (6.2 FTE)	35 (3.5 FTE)
Visitors*	50,000	40,000
Events	34	27

* Note that last year's report indicated 19,000 visitors for 2016. The Trust is looking to install a digital counter for accuracy. An explanatory note is attached to their application.

Mangakahia Sports Ground Society Inc

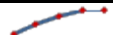


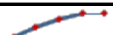
Recommendation

- **\$22,955 (a decrease of \$5,000 on indicative funding level)**

Mangakahia Sports Ground Society is in a strong position, has excellent governance and planning, and continues to become more self-sufficient. Their reliance on council funding is decreasing. As such, the recommendation reflects the profits made and expected growth in income. This would reduce Council's contribution from 29% to 24% of expenditure (excluding Parks' contributions).

The request

The Society is not seeking an increase in funding, and have been happy with the status quo for many years. They also receive a mowing grant and have a Parks' ground lease of \$1 per year. The value of the concession is currently \$500 per year.

Mangakahia Sports Ground Society	2015-16	2016-17	2017-18	2018-19 request	2019-20 request	Change
Annual Operating Grant	\$ 26,480	\$ 27,129	\$ 27,644	\$ 27,955	\$ 27,955	
Parks Lease Concession*	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	
Parks Mowing Grant	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	
Total	\$ 32,980	\$ 33,629	\$ 34,144	\$ 34,455	\$ 34,455	

The report

The Society presented a good report.

The Society does very well in generating its own income from club levies, facility users and fundraising. Improvements made last year to their livestock fundraising scheme and the marketing of the venue has resulted in a significant increase in profit.

They plan on more revenue generation improvements, facility upgrade projects and the installation of a playground. They received a Pub Charity grant for the upgrade of their bar lounge.

The finances

The Society's financial statements show surpluses are made each year and they have significant accumulated funds of \$1.4m. Their plans for further income generation improvements will likely continue this trend.

For year ended 30 June (figures are rounded)	2017	2016
Income	\$167,000	\$114,000
Expenditure	\$96,000	\$97,000
Profit/loss	\$71,000	\$16,000
Current assets	\$61,000	
Current liabilities	\$4,000	
Accumulated funds	\$1,396,000	

The people

Based on total expenditure, it cost \$10 per facility user to run the centre. Council's annual operating grant contributed \$3.

	2017	2016
Staff	3 (0.4 FTE)	3 (0.4 FTE)
Volunteers	48 (6.5 FTE)	48 (6.5 FTE)
Facility users	9,860	8,250
Regular events	510	422
One off events	8	5

Ruakaka Recreation Centre Inc.

Recommendations




- **\$34,860 (no change to indicative figure)**

Council contributed 33% against the Society's expenditure, more than similar organisations Council supports.

- **\$10,000 one-off grant for bathroom upgrade and/or carpet replacement (with condition set)**

The Committee could approve a one-off grant from the Annual Operating Fund to support the Society's upgrade needs. It reflects that the Society has not had a significant increase for some time, and is an important hub for the Ruakaka community. It also reflects the need for the Society to generate more income themselves and to invest more of its own funding into repairs and maintenance. This grant should be given on the condition that the Society match this grant from their cash assets.

The request

Ruakaka Recreation Centre	2015-16	2016-17	2017-18	2018-19 request	2019-20 request	Change
Annual Operating Grant	\$ 33,024	\$ 33,833	\$ 34,476	\$ 60,000	\$ 65,000	
Parks Lease Concession*	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	
Total	\$ 33,524	\$ 34,333	\$ 34,976	\$ 60,500	\$ 65,500	

The report

The Society's report is satisfactory.

Ruakaka Recreation Centre provides a low-cost community facility for sport and recreation. They continually strive for additional financial support for upgrades and maintenance.

The Centre and its surrounding facilities are an important asset for the Ruakaka and wider Bream Bay community, and the facility needs attention to remain viable as well as healthy and safe for its users.

Council's operating grant and funding guidelines do not specify the level of building maintenance and upgrades that it may support.

The Society has taken some steps to help themselves by seeking alternative funding for some maintenance and development work, including receiving \$71,000 from Foundation North for a new roof. They have held some fundraising events, introduced a gym loyalty programme and increased their advertising. They do not appear to have sought ongoing income streams for operating expenses.

Their gym rates are very low at \$2 per day casual. Despite quoting that usage has doubled* from 2016, gym income is noted as having decreased.

The Society's committee is small and may benefit from having some additional business expertise introduced.

The finances

The Society's income and expenditure levels are very steady, and they continue to make a profit. They have reserves of almost \$1m.

No funds are allocated in their budget to building repairs and maintenance, and general R&M is reduced from \$24,000 to \$8,000.

For year ended 31 March (figures are rounded)	2017	2016
Income	\$127,000	\$127,000
Expenditure	\$106,000	\$104,000

Profit/loss	\$21,000	\$23,000
Current assets	\$77,000	
Current liabilities	\$47,000	
Accumulated funds	\$999,000	

The people

Based on total expenditure and facility users, it cost \$2 per user to run the facility.

	2017	2016
Staff	2 (1.0 FTE)	2 (1.0 FTE)
Volunteers	9 (3.0 FTE)	6 (2.0 FTE)
Facility users*	44,440	22,017
Regular events	39	18
One off events	10	6

2018-19 Annual Operating Fund

Application Summaries – Level 3

Level 3 applicants are those receiving over \$100,000 per year from the Annual Operating Fund.

These applicants are required to report at a higher level. For Creative Northland, KPIs were introduced for 2017-18 in response to the Martin Jenkins report outcomes.

Overall, this group shows strong reliance on Council for funding and for guidance.

Council may need to consider forms of support other than funding, including sector development and building capability.

It highlights the need for Council to consider its relationships with these organisations, and the need for a robust arts, culture and heritage sector strategy. Such strategies should lead into and be reflected in Council's Long Term Planning cycles, and be aligned with regional strategies and objectives.

Applicant	Recommended change to indicative figures	Recommended Amount
Creative Northland	A decrease of \$60,570	\$133,000
Whangarei Art Museum	An increase of \$25,000	\$390,000
Whangarei Museum and Heritage Trust (Kiwi North)	An increase of \$20,000	\$424,450
Totals for this group	Net decrease of \$15,570	\$947,450

Creative Northland

Recommendation

- **\$133,000 (a decrease of \$60,570)**

Creative Northland has not achieved many of the performance measures and expectations that Council had set for 2017-18. Of the 16 measures for July-December 2017 and January-June 2018, staff have assessed these as:

- 4 completed, 2 likely to complete
- 4 marginally complete, needing improvement
- 4 not complete and 3 not likely to complete

Some of these have more weighting and importance than others. It was made clear that failure to meet these expectations would result in an impact on funding. A decrease in funding is therefore recommended.

However, determining what this should be is difficult and will likely impact on what Creative Northland can deliver going forward.


It is proposed to reduce funding by approximately a third in reflection of the level of performance.

Council needs to be clear on what success looks like for Creative Northland and therefore how it can return to the current level of funding.

It is also advised that Council makes time to discuss what arts and culture sector support is required and how best it can be achieved.

The request

Creative Northland (CN) request a continuation of current funding levels.

Creative Northland	2015-16	2016-17	2017-18	2018-19 request	2019-20 request	Change
Annual Operating Grant	\$ 188,940	\$ 193,570	\$ 193,570	\$193,570	\$ 193,570	

The report

CN are also funded by grants from NRC and Foundation North, along with project-specific grants for the annual Youth Summit. They also receive income from artist and stallholder fees, sponsorship of events and commission on sale of art works.

CN is not fully up to date with their Charities and Incorporated Societies registers. This is a specified requirement of this Fund.

On considering the AOF grant in April 2016, Council requested a review of Creative Northland's service offering and value for money. This review was conducted by Martin Jenkins consulting firm and the report was presented to Council in April 2017. The report made several recommendations, which included developing a Service Level Agreement between WDC and CN, and developing performance measures for CN for the 2017-18 funding year. These were put in place and it was made clear to CN that failure to meet these performance measures will impact their levels of funding.

A key outcome for Council was the delivery of the ten-year arts, culture and heritage strategy. By agreement with the General Manager of Community, an extension was given to 30 June for the draft strategy to be presented.

Attached is:

- CN's report against their performance measures, along with supporting documentation
- Staff's assessment of CN's performance against those measures
- Supporting documentation:
 - SLA
 - Progress report against Martin Jenkins report recommendations
 - Feedback notes on quarterly reporting

The finances

CN's 2017 audited accounts were not completed in time for this report, so 2016 is provided.

For year ended 30 June (figures are rounded)	2016	2015
Income	\$356,000	\$581,000
Expenditure	\$633,755	\$489,000
Profit/loss	-\$278,000	\$92,000
Current assets	\$225,000	
Current liabilities	\$62,000	
Accumulated funds	\$185,000	

The people

CN have 6 staff, totalling 4.4 FTE, and 1 volunteer for 2 hours per week (0.05 FTE).

There is no data or evidence presented to show impact.

Whangarei Art Museum

Recommendation

- **\$390,000 (an increase of \$25,000)**

Whangarei Art Museum present a good case for an increase in funding, backed up the Martin Jenkins review last year. The amount recommended is within the budget of the Annual Operating Fund, without impacting on other organisations in the Fund in current and future years.

A one-off grant could be given based on the overall movement in the Fund budget.

Addressing the lack of visibility and building limitations through other Council means is another tangible way Council could support WAM.

The request

Whangarei Art Museum (WAM) were given an indicative figure for 2018-19 of \$337,000 plus an additional \$28,000 subject to matching this from other funding sources, totalling \$365,000.

WAM request a significant increase to \$457,000 for 2018-19 and inflation adjustment in 2019-20.

Whangarei Art Museum	2015-16	2016-17	2017-18	2018-19 request	2019-20 request	Change
Annual Operating Grant	\$ 277,684	\$ 310,000	\$ 337,000	\$457,000	\$ 466,000	
Rent Concession	\$ 171,175	\$ 171,175	\$ 176,175	\$176,175	\$ 176,175	
Total	\$ 448,859	\$ 481,175	\$ 513,175	\$ 633,175	\$ 642,175	

The report

WAM's report is excellent. They have prepared a sound business case to support their request.

The funding increase of \$120,000 on current levels seeks to add 1 FTE, provide additional exhibitions, some overheads, and governance and board support.

The finances

Much of WAM's income and resulting surpluses are related to the Hundertwasser Wairau Maori Arts Centre (HWMAC) (refer page 3 of financial statements).

For year ended 30 June (figures are rounded)	2017	2016
Income	\$867,000	\$827,000
Expenditure	\$513,000	\$519,000
Profit/loss – WAM + HWMAC	\$354,000	\$308,000
Profit/loss – WAM only	-\$1,000	-\$43,000
Current assets	\$1,541,800	
Current liabilities	\$1,463,000	
Accumulated funds	\$1,281,000	

The people

Entry to the museum is free. Based on total expenditure, it cost \$34 per visitor to run the museum (HWMAC impact unknown). The annual operating grant contributed \$22 per visitor. Council's total contribution was 100% of expenditure last year.

	2017	2016
Staff	3.0 FTE	2.5 FTE
Volunteers	0.8 FTE	1.4 FTE
Visitors	15,016	12,891
Exhibitions	44	48
Education sessions	5	9

Whangarei Museum and Heritage Trust (Kiwi North)

Recommendation

- **\$424,450 (an increase of \$20,000 on indicative figure)**

The amount recommended is within budget of the Annual Operating Fund, without impacting on other organisations in the Fund in current and future years.

- **Council to arrange a review of Whangarei Museum and Heritage Trust (estimated at \$30,000).**

Martin Jenkins consultants conducted reviews of Creative Northland and Whangarei Art Museum. As the Fund's only other recipient of over \$100,000, it would be fair and consistent to conduct a similar review of the Trust. This will help guide Council's future funding decisions for Kiwi North, and guide Kiwi North in areas that may need addressing. Initial discussions with Kiwi North have indicated they are receptive to having a review done. This can be funded from departmental overheads.


A one-off grant could be given based on the overall movement in the Fund budget.

Kiwi North have an existing loan with Council (current balance approximately \$45,000). There may be an opportunity here as another tangible way Council could support the Trust. Council could also investigate low cost support mechanisms, such as a district (or regional) museums visitor pass.

The request

Whangarei Museum and Heritage Trust incorporates the museum, Mim Ringer Gallery, kiwi and tuatara viewing, the heritage park, and several heritage buildings including Clarke Homestead and Oruaiti Chapel. They also have a number of tenant clubs that the Trust looks after.

The Trust requests increases of \$50,000 for 2018-19 and again in 2019-20. The indicative figure given was \$404,500.

Whangarei Museum and Heritage Trust	2015-16	2016-17	2017-18	2018-19 request	2019-20 request	Change
Annual Operating Grant	\$ 361,930	\$ 370,797	\$ 400,000	\$450,000	\$ 500,000	

The request is for extra resourcing as also noted last year. Last year's increase enabled Kiwi North to hire an exhibitions curator for 0.6 FTE. This year's request is to increase this role to 1.0 FTE and to hire a marketing resource for 0.5 FTE. The further increase in year 2 is to recruit a Collection Manager at 0.8 FTE.

The report

Kiwi North's report is detailed and of good quality. They demonstrate good efforts in generating and diversifying their income, and increasing visitor numbers. They have achieved a 13% increase in paying visitors in the last year, predominately through connections made with tour operators and good relationship management. Kiwi North collaborates well with other Whangarei organisations for mutual benefit, and continue to seek out new opportunities.

The finances

The Trust receives operating support from Foundation North of \$50,000, and various capital and project specific grants of around \$60,000. They receive \$65,000 for the LEOTC education programme (Ministry of Education contract), and generate their own income of \$174,000 from admissions and \$57,000 from other sources.

They have reserves of \$2.8m for capital development.

For year ended 30 June (figures are rounded)	2017	2016
Income	\$864,000	\$1,281,492
Expenditure	\$817,000	\$792,000
Profit/loss	\$47,000	\$489,000

Current assets	\$136,000	
Current liabilities	\$121,000	
Accumulated funds	\$4,292,000	

Council's operating grant was 49% of expenditure.

While Council contributes a significant amount to Kiwi North, it is worth remembering the range of facilities that this funding goes to, and the obligations they have in regards to heritage status, museum practice, husbandry, and visitor hosting.

The people

Kiwi North acknowledge the loss of a key member of their volunteer team and that rebuilding their pool of volunteers will take time. They have additional volunteers for event days.

	2017	2016
Staff	7.8 FTE	7.0 FTE
Volunteers	0.9 FTE	2.1 FTE
POS visitors *	15,213	12,967
Other visitors**	8,264	8,167
<i>Total visitor numbers</i>	<i>23,477</i>	<i>21,134</i>

* POS visitors are through the point of sale, including ticketed and complimentary (e.g. Friends of Kiwi North).

** Other visitors are those coming into the museum on event days, exhibition openings, hosted evenings, public programmes and venue hire. It does not include numbers that the tenant clubs host.

Based on total expenditure and total visitor numbers, it cost \$35 per visitor to run the entire facility. Council contributed \$17 per person to this.

Supporting documentation

2018-19 Annual Operating Fund

The attached documents relate to the assessment of Creative Northland's Annual Operating Fund application for 2018-19.

It includes:

1 – Staff assessment of Creative Northland's performance against performance measures

2 – Council feedback notes from quarterly report presented November 2017. This was verbally discussed by Cindy Velthuisen with Hinurewa Te Hau and Karen Sidney at a two-hour meeting on 16 November.

3 – Copy of previous agenda 'Reassessment of Annual Operating grant for Creative Northland' dated 29 June 2017. It includes the attachments:

- Progress against Martin Jenkins report findings
- Performance measures 2017-18
- Service level agreement (draft)

OBJECTIVE 1: To empower and enable Whangarei's creative sector to grow

Output	Measures	Complete / In Progress / Not Complete
Deliver at least four workshops to upskill the sector in subjects as agreed with the creative sector.	Due: <ul style="list-style-type: none"> 2x workshops and evaluation reports by 31 Dec 2017 2x consultation reports by 31 Dec 2017 	1 out of 4 complete
<i>The sector is supported through practical, hands on workshops to build capability within creative organisations that engage with the public.</i>	To come: <ul style="list-style-type: none"> 2x workshops and evaluation reports by 30 June 2018 2x consultation reports by 30 June 2018 	Unlikely to complete
Staff comment: One workshop type delivered that meets this measure: Social Media. No evaluation report provided. Others included in report are either not relevant to the objective or are run/belong to another entity. Film Workshop proposed, but no date given. No other suitable workshops proposed for the remainder of the year to 30 June.		

Output	Measures	Complete / In Progress / Not Complete
Work with Northland Inc on the redevelopment of the Twin Coast Discovery project	<ul style="list-style-type: none"> Provide two examples of how creative arts have been incorporated into the project – due 30 June 2018 	Marginal
Comment: CN provided Northland Inc with access to their contacts database for this project. CN included the TCD route in their Northland Arts Guide to map art organisations onto the route. It is not clear how CN has supported Northland Inc and influenced this project. The focus seems to be one-way.		

Output	Measures	Complete / In Progress / Not Complete
Support 6 creative events that are publicly visible and offer opportunities for the public to engage in.	Due: <ul style="list-style-type: none"> 3x events by 31 Dec 2017 	Completed okay
<i>The sector is supported to grow and its profile increased through public engagement.</i>	To come: <ul style="list-style-type: none"> 3x events by 30 June 2018 	On track to complete
Comment: 1. Matariki Whanau Day – helped WDC with delivery of this 2. Sculpture Northland @ Quarry Gardens – sponsored People's Choice Award		

3. Northland Chamber of Commerce Business Awards – sponsored and co-judged Creative Sector Award.

Jan-June 2018:

1. Artbeat 2018 – event delivery
2. Sculpture Symposium 2018 – event delivery
3. Toi Nga Puhi exhibition – sponsored video production of exhibition

Others included in report are either not relevant to the objective or are run/belong to another entity.

OBJECTIVE 2: To build, maintain and sustain key relationships

Output	Measures	Complete / In Progress / Not Complete
Implementation of a relationship management strategy (RMS) <i>Stakeholders and partners feel engaged, connected, informed and supported</i>	<p>Due:</p> <ul style="list-style-type: none"> • RMS completed by 30 Dec 2017 • Examples of improved relationships with key stakeholders and partners 	Not complete
<p>Comment: CN has developed a customer response methodology on a project-based approach. It is not a relationship management strategy. Staff have discussed this at length with CN, as a key observation in the Martin Jenkins report and instrumental to improving CN's relationships and standing within the sector.</p> <p>The other examples cited are not relevant to this objective.</p>		

Output	Measures	Complete / In Progress / Not Complete
Conduct an annual customer feedback survey <i>Customer feedback is captured and acted upon to improve services</i>	<p>Due:</p> <ul style="list-style-type: none"> • Provide evidence of survey and summary results by 30 October 2017 	Not complete
<p>Comment: CN conducted four surveys, however these were on specific topics not relevant to this objective, and the sample sizes were insufficient to be of any use:</p> <p>Art Guide survey – 27 respondents. Questions are confusing, unhelpful or leading in their answers.</p> <p>Mentor demand survey – 3 respondents.</p> <p>Website survey – 4 respondents.</p> <p>Social Media survey – 10 respondents.</p>		

<p>No survey was conducted on CN's identity and services.</p> <p>The regional consultation survey cited was given to those attending the consultation meetings. These are people already aware of Creative Northland, not a broad sample, and the questions did not delve into useful customer feedback.</p>		
Output	Measures	Complete / In Progress / Not Complete
<p>Deliver 2 promotional events for sector and CN's role within the Whangarei district</p> <p><i>Purpose and vision of CN is well recognised and understood</i></p>	<p>Due:</p> <ul style="list-style-type: none"> 1x event and evaluation report by 31 December 2017 <p>To come:</p> <ul style="list-style-type: none"> 1x event and evaluation report by 30 June 2018 <p>Comment: The focus here was on promoting the sector and CN's role. The examples cited do not meet this objective.</p>	<p>Complete</p> <p>Not complete</p>
Output	Measures	Complete / In Progress / Not Complete
<p>Report quarterly as agreed with staff, face-to-face meetings held six-monthly with council management, and present annually to Council.</p> <p><i>Council is informed of CN's activities and progress against objectives</i></p>	<p>To come:</p> <ul style="list-style-type: none"> Quarterly reports November and May meetings with management <p>Comment: Quarterly reports have been provided and meetings held. However, feedback from the Community Funding Committee in November 2017 was that reporting needed to be at a more strategic rather than operational level, and were not showing progress against these performance measures. Staff worked with CN to help improve their reporting and to ensure they were on track for their presentation to council, and on track for their performance measures. Deadlines and criteria were often not met.</p>	<p>Complete</p> <p>Complete (but needs improvement)</p> <p>Complete (but needs improvement)</p>

OBJECTIVE 3: Provide leadership and advocacy for the creative sector in the Whangarei district

Output	Measures	Complete / In Progress / Not Complete
Actively promote Whangarei's creative sector across Northland, NZ and beyond. <i>Improve awareness of Whangarei's creative sector</i>	<p>Due:</p> <ul style="list-style-type: none"> 1x promotional event targeted outside of the district by 31 Dec 2017 (with evaluation report) <p>To come:</p> <ul style="list-style-type: none"> 1x promotional event targeted outside of the district by 30 June 2018 (with evaluation report) 	<p>Marginal</p> <p>Unlikely to complete</p>
	<p>Comment: While not an event, CN's Northland Arts Guide does promote the sector across Northland and New Zealand.</p> <p>Other examples included in report are not relevant to the objective.</p> <p>For the remainder of the year to 30 June, CN cite working on 'Film Northland'. This has some potential but it is unclear exactly what it entails. It is unlikely to result in a promotional event by 30 June.</p>	
Output	Measures	Complete / In Progress / Not Complete
Develop a ten-year arts, culture and heritage strategy for Whangarei district with stakeholders <i>There is a clear vision and direction for the sector in Whangarei</i>	<ul style="list-style-type: none"> Strategy drafted by 31 March 2018 30 June 2018 and a month provided for public consultation. Final strategy to be presented to Council by 30 June 2018 December 2018. 	<p>In progress</p>
	<p>Comment: The delivery deadlines were extended by the General Manager, Community. Workshops with the sector commenced at the end of February.</p>	

Output	Measures	Complete / In Progress / Not Complete
Deliver key events including Art Beat and the Sculpture Symposium and increase estimated audiences by 10% on 2016-17 figures <i>The sector is showcased and the district is vibrant with arts activity</i>	To come: <ul style="list-style-type: none"> • Deliver Art Beat • Deliver Sculpture Symposium • Provide evaluation reports for each 	On track to complete
Comment: 2018 Art Beat and Sculpture Symposium have been delivered and the evaluation reports are expected to be received by end June.		

Output	Measures	Complete / In Progress / Not Complete
Support Council with the review of the Arts, Culture and Heritage Policy <i>Council's position in the Arts, Culture and Heritage sectors is well considered and articulated.</i>	Deferred to end 2018, after delivery of 10-year strategy.	Deferred.

OBJECTIVE 4: Grow capacity of the sector

Output	Measures	Complete / In Progress / Not Complete
Support key projects that enable participation <i>The sector grows in capability and projects are delivered to a high standard.</i>	Due: <ul style="list-style-type: none"> • Briefly discuss one key project identified this year and the support being provided. 	Completed okay
Comment: CN supported the Camera Obscura project with business plan advice, paying for promotions activity, and being an umbrella organisation for their funding applications.		

Output	Measures	Complete / In Progress / Not Complete
Support local creative organisations/artists in the development of their projects including assisting with networking, advice on funding strategies, marketing and project management. <i>The sector grows in capability and projects are delivered to a high standard.</i>	<p>Due:</p> <ul style="list-style-type: none"> List 3 - 4 examples of projects/artists supported, what support was given, and the difference this has made. 	Completed okay
	<p>Comment: CN cite giving general advice, marketing support, and funding support (in the form of being the umbrella group or providing endorsement letters). CN cite some examples of projects supported but do not state what difference this made.</p>	

END OF REPORT

Council feedback on report on performances measures – November 2017

Would like to see collaboration between CN, WAM and Kiwi North to support each other and help each other grow. Show this in your presentation to council.

Be careful about 'owning' projects that aren't yours, e.g. that you are simply supporting.

Main issue is that the reporting on your KPIs is below standard.

- Need to step up out of operational / BAU into strategic focus
- Need to be working towards achieving the objectives on the left side of the table – the reporting on the right is not meeting the objective
- Remember what the Martin Jenkins' report highlighted as issues – the KPIs are intended to help this.
- Remember your mandate – it's about **growing** the sector, not delivering events and providing marketing support.

Your next quarterly report is due in January, and it must be up to standard. It will be your last quarterly report before your annual operating grant is considered.

Your annual operating grant application (due in Feb) should include a full year report against the performance measures.

If Council feels you did not meet your performances measures, your funding will be affected.

Provided verbally to Hina and Karen at meeting on 16 November.

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9 Reassessment of Annual Operating grant for Creative Northland

Reporting officer: Owen Thomas (Community Services Manager)

Date of meeting: 29 June 2017

1 Purpose

To determine the allocation of an annual operating grant to Creative Northland, following a reassessment of their application as requested by Council.

2 Recommendations

That Whangarei District Council;

- a) Grants \$193,569 to Creative Northland, from the Annual Operating Fund for 2017-2018 subject to the implementation of the attached Service Level Agreement with Key Performance Indicators.
- b) Approves the figure of \$193,570 as an indicative amount to Creative Northland, for considering a possible application to the Annual Operating Fund for the 2018-2019 year, subject to all deliverables being achieved in the 2017-2018 year.
- c) Authorise the Chief Executive to make any minor amendments, including typographical/ formatting/ editing changes if required.

3 Changes following reassessment

The reassessment of Council's contribution to Creative Northland has not changed the recommended grant amount. The reassessment has supported the development of a Service Level Agreement (SLA) for the provision of a grant to Creative Northland. The key points of this SLA are:

- The focus is to ensure Creative Northland supports creative organisations and events that are publicly visible and offer opportunities for the public to engage.
- Deliverables are required in both the first and second half of the new financial year.
- The agreement is explicit, that if all deliverables are not achieved this will effect Creative Northland's future funding levels from WDC's Annual Operating Fund.
- Creative Northland are required to develop a relationship management strategy, an Economic Measures Framework and a 10-year plan/strategy within the 2017-2018 year.

4 Background

At their April 2017 meeting, Council received the report by consultants Martin Jenkins which reviewed the operations and effectiveness of Creative Northland. It was determined at this meeting that:

"The Council notes the report on the review of the Creative Northland and in light of its findings, staff re-assess Council's funding contribution and report back to Council by June 2017".

This report addresses that request.

5 Discussion

5.1 Previous assessment

The assessment and recommendation of Creative Northland's annual operating grant was made in consideration of the findings and recommendations of the Martin Jenkins report.

The Annual Operating Fund was considered at the 8 March 2017 meeting of the Community Funding Committee. The Committee then recommended the allocation of \$193,569 to Council for granting.

Council agreed at their 30 March 2017 meeting to grant Creative Northland \$193,569 for the 2017-2018 year, and \$193,570 for the 2018-2019 year (figures were rounded). This is no change to their current, 2016-2017 level of funding.

The Martin Jenkins report on Creative Northland unfortunately could not be formally presented to Council prior to the Annual Operating Fund decisions. Staff assessed Creative Northland's Annual Operating grant against the findings of the report, and presented a summary of the findings alongside their recommendation in the 8 March report to the Community Funding Committee (refer paragraph 4.1 on page 12 of the agenda report of 8 March 2017).

The Martin Jenkins report recommends the development of a service level agreement (SLA) with specific performance measures. The review also noted that there was an absolute benefit to the district from the organisation's operations.

5.2 Current assessment

Following the release of the report in April, Creative Northland has taken steps to address the areas of improvement noted in the report (see attachment 1).

Council staff have worked with Creative Northland on the development of new performance measures to form the basis of a service level agreement (see attachment 2) for the 2017-2018 year.

Following this reassessment, steps taken by Creative Northland in-light of the report's findings and recommendations and the drafting of a Service Level Agreement to support the deliverables expected from the grant, it is recommended that no change should be made to Creative Northland's annual operating grant for 2017-2018 or the indicative figure for 2018-2019. Staff will be clear with Creative Northland that any failure to meet the performance measures for the 2017-2018 year will impact on their level of funding for 2018-2019.

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Staff will implement the performance measures and SLA (attachment 3) for the 2017-2018 year, and will continue to work with Creative Northland on addressing the recommendations in the report.

6 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 report publication on the website.

7 Attachments

1. Progress against Martin Jenkins report findings
2. Performance measures 2017-2018
3. Service level agreement

Creative Northland**Commentary on progress following Martin Jenkins' report**

Martin Jenkins consultants released their completed report on Creative Northland in March 2017. This was presented to Council and the board of Creative Northland in April. In the two months following the release of the report, the following progress has been made against the report's recommendations.

Recommendation 1 - That Creative Northland leads a conversation and planning exercise with creative organisations and funders in Whangarei and the Northland region as a first order priority, through the first half of 2017.

Creative Northland has held one-to-one meetings with individuals and key organisations within the sector. These initial meetings helped build rapport ahead of future planning exercises, which will review the Tapapa Toi Arts and Culture 10-year strategy.

We have included the development of the 10-year strategy as a key deliverable for 2017-2018.

Recommendation 2 – That the board of Creative Northland is intimately involved in this exercise.

Creative Northland management states that the board has approved the review of Tapapa Toi and will be intimately involved.

Recommendation 3 – That the engagement and planning should seek to:

- test and validate the core mandate, purpose, activities and services of Creative Northland;
- establish relationship management systems and structures;
- identify how Creative Northland will clearly communicate what it does;
- involve key funders WDC, Northland Regional Council, Foundation North, and ideally Creative New Zealand. The outcome should be a refreshed business plan for Creative Northland, which it can implement from July 2017.

The review of the Tapapa Toi strategy will involve key stakeholders and funders of Creative Northland and will help them to validate their purpose and activities. Creative New Zealand is providing research support to help refine Creative Northland's strategy. The review of the strategy will feed into the review of Creative Northland's 3-year business plan for 2018-2021.

Creative Northland has a communication strategy in place which includes various marketing methods and regular communication with members and stakeholders. A relationship management structure is being developed.

Recommendation 4 – Note that a significant proportion of Creative Northland's funding comes from sources whose funding is tied to regional, rather than district level, activities and outcomes, and that this enables CN to invest in broader and more specialized capabilities and capacity than it would otherwise be able to achieve if it relied only on Whangarei-based funding.

To note only. This was considered as part of the annual operating fund grant assessment.

Recommendation 5 – That CN should retain its region-wide mandate in order to secure alternative/non-WDC sources of funding, which can be invested to Whangarei's benefit.

This was considered as part of the annual operating fund grant assessment.

Recommendation 6 – That WDC

a) in consultation with Creative Northland develop an SLA for 2017/18 that articulates:

- the outcomes that WDC is seeking from its funding interests in Creative Northland
- the specific services or activities that Creative Northland is purchasing
- the performance standards the provider is obligated to meet
- a process for any variations in service levels, including any additional services and how they will be funded
- any expectations that WDC has of sector engagement to be undertaken by Creative Northland
- the level and frequency of funding from WDC for the services purchased
- reporting requirements
- relationship management and dispute resolution mechanisms.

The SLA should follow from and reflect the agreed outcomes of the sector-wide planning and engagement exercise outlined in recommendations 1-3.

Staff have developed key performance measures which clearly articulate the outcomes and activities Council is seeking from Creative Northland, and the reporting requirements. These have been developed to align with CN's other objectives from Northland Regional Council and Foundation North. These performance measures will be reviewed each year to ensure they remain appropriate.

The Annual Operating Fund application process, now with strengthened performance measures, provides the required agreement between Council and Creative Northland. In line with this, staff will develop organization-specific performance measures for all Annual Operating Fund recipients of over \$100,000, being Whangarei Art Museum and Kiwi North.

Recommendation 6 – That WDC

b) moves to higher quality reporting with Creative Northland on a quarterly basis. This should be a requirement of the recommended SLA. Reporting frequency can be temporarily increased, and/or additional reporting information requested, if WDC has reasonable grounds to be concerned with performance.

Staff have discussed with CN the need for higher quality reporting. We have removed the need for monthly reporting as this was of an operational nature and no longer relevant. Quarterly reporting is changing from a template format looking at operational activities and statistics, to a more strategic focused report. Staff are working with CN on developing 'themes' for each quarter's report, which will reduce the repetitive nature of the reports, enable them to delve further into a particular area of strategic priority, and enable a greater level of shared understanding. Staff have also initiated quarterly face-to-face meetings to discuss the report before it is presented to Council.

Recommendation 6 – That WDC

c) establishes regular, structured discussions between the Mayor and Chief Executive of WDC, and the Chair and General Manager of Creative Northland.

This has been established with the first catch up held in May.

Recommendation 6 – That WDC

d) invites the Chair and General Manager of Creative Northland at least annually to discuss the performance of Creative Northland and the state of the creative sector in Whangarei with elected members. This should be seen as an opportunity to review the year's performance and make any adjustment required to the SLA in the year ahead.

Staff support this recommendation and would like to see it in place for all three 'over-\$100,000' grant recipients. Staff may bring this to a workshop for discussion.

This has been included as an annual requirement of the SLA with Creative Northland.

Recommendation 6 – That WDC

e) considers whether the recommended changes to WDC's planning and reporting arrangements for Creative Northland should be applied to any other organisations in which the council has significant funding, ownership and/or reputational interests.

Staff support this recommendation. The changes to monthly and quarterly reporting have been implemented for Kiwi North and Whangarei Art Museum. Revised performance measures are also being developed for the 2017-2018 year.

For consistency, a similar review of Kiwi North is also recommended, prior to any further changes being implemented.

Recommendation 7 – That the board of Creative Northland, in consultation with its funders and key stakeholders, considers whether the balance of its board and its engagement with the sector would be enhanced by including up to two sector representatives on the board.

Creative Northland appointed three new board members in February this year. Tania McInnes (deputy mayor for Far North District Council) provides regional representation, Sheryl Bainbridge from Te Ahu Centre provides a venue and show tour perspective, and Dr Benjamin Pitman represents the Maori creative sector and visual arts in general.

A further two members will be appointed in July to replace outgoing members. The board is following up leads representing the music sector, dance and performing arts, and accountancy.

Recommendation 8 – That Creative Northland and WDC consider adopting and adapting the economic measurement framework outlined in this report. Where Creative Northland's activities are expected to have a direct impact on one or more of the three outcome measures expected, information should be collected to demonstrate and measure the impact. Where the relationship is more indirect in nature, case studies should be undertaken to estimate the likely impact. This should be agreed as part of the recommended SLA between WDC and Creative Northland.

This has been included as a requirement of the SLA.

Creative Northland – Key Performance Indicators for 2017/18

Mission – To create a vibrant, thriving arts, culture and heritage sector in the Whangarei District.

Objective	Output	Measures	Timeframes	Results
To empower and enable Whangarei's creative sector to grow	Deliver at least four workshops to upskill the sector in subjects as agreed with the Creative Sector.	Four workshops held and evaluation reports provided Consultation reports provided to show identified need from sector.	2 x workshops and evaluation reports by Dec 2017 2 x workshops and evaluation reports by June 2018 2 x consultation reports in 2017 2 x consultation reports in 2018	The sector is supported through practical hands-on workshops to build capability within creative organisations that engage with the public
	Work with Northland Inc on the redevelopment of the Twin Coast Discovery project	Provide at least two examples of how creative arts have been incorporated into the Twin Coast Discovery project	Completed by 30 June 2018	Incorporation of creative arts into the redevelopment of the Twin Coast Discovery project
	Support 6 creative events that are publicly visible and offer opportunities for the public to engage in.	Six events occur and reported on through quarterly reporting with WDC staff (including attendee numbers)	3 x events in 2017 3 x events in 2018	The sector is supported to grow and its profile increased the public engagement.
To build, maintain and sustain key relationships	Implementation of a relationship management strategy	Provide examples of regular communication. Development of relationship management strategy (RMS) Via customer feedback survey	Examples provided by quarterly reporting RMS completed by 30 Dec 2017	Stakeholders and partners feel engaged, connected, informed and supported
	Conduct an annual customer feedback survey	Provide evidence of customer survey and summary results	Completed by 30 October 2017	Customer feedback is captured and acted upon to improve services
	Deliver 2 promotional events for sector and CN's role within the Whangarei District	Monitored and reported on through quarterly reporting with WDC staff	1 x event by Dec 2017 1 x event by June 2018	Purpose and vision of CN is well recognized and understood

		Evaluation reports included for each event (including attendee numbers)		
	Report quarterly as agreed with staff. Face to face meetings are held six-monthly with council management, and annually with councillors.	Quarterly reports with Community Funding Staff Six monthly meetings with management Annual presentation to Council	Quarterly Oct 2017, Jan 2018, April 2018, July 2018. 30 Nov & 30 May for 6-monthly meetings with management 30 March for presentation to Council	Council is informed of CN's activities and progress against objectives
Provide leadership and advocacy for the creative sector in the Whangarei district	Actively promote Whangarei's creative sector across Northland, New Zealand and beyond	At least two promotional activities targeted outside the district Evaluation reports included for each event (including attendee numbers)	1 x event by Dec 2017 1 x event by June 2018	Improved awareness of Whangarei's creative sector
	Develop a ten-year arts, culture and heritage strategy for Whangarei District with stakeholders	Provision of the ten-year strategy	10-year strategy drafted by 31 March 2018 and a month provided for public consultation. 30 June 2018 final strategy presented to Council	There is a clear vision and direction for the sector in Whangarei
	Deliver key events including Art Beat and the Sculpture Symposium and increase estimated audience attendance by 10% on 16-17 figures	Evaluation reports included for each event (including attendee numbers)	Art-Beat (dates tbc) Sculpture symposium (dates tbc)	The sector is showcased and the district is vibrant with arts activity
	Support Council with the review of the Arts, Culture and Heritage Policy	Pending	Pending	Council's position in the Arts, Culture and Heritage Sectors is well considered and articulated.
Grow capacity of the sector	Support key projects that enable participation	At least one key project per annum	One key project identified by 30 September 2017	The sector grows in capability and projects are delivered to a high standard.

	opportunities; for example, the Camera Obscura			
	Support local creative organisations/artists in the development of their projects including assisting with networking, and advice on funding strategies, marketing and project management.	Provide examples of projects/organisations/artists supported, identify contributions made and the difference made from these contributions made	Identify in quarterly reporting	The sector grows in capability and projects are delivered to a high standard.

Timeframes summarised

Time frame	Output	Measure
Quarterly	Development of a relationship management strategy	Examples of regular communications identified and included in quarterly reporting
	Support local creative organisations/artists	Examples of projects/organisations/artists supported and included in quarterly reporting
	Report quarterly as agreed with staff.	Quarterly reports with Community Funding Staff
30 September 2017	Support key projects that enable participation opportunities	At least one key project per annum
30 October 2017	Conduct an annual customer feedback survey	Provide evidence of customer survey and summary results
30 November	Face to face meetings are held six-monthly with Council management	Six-monthly meetings with management are held
31 December 2017	Deliver at least two workshops to upskill the sector in subjects as agreed with the Creative Sector.	Two workshops held and evaluation reports provided Consultation reports provided to show identified need from sector.
	Support 3 creative events that are publicly visible and offer opportunities for the public to engage in.	Three events occur and reported on through quarterly reporting with WDC staff (including attendee numbers)
	Deliver 1 promotional event for sector and CN's role within the Whangarei District	One event occurs and reported on through quarterly reporting with WDC staff (including attendee numbers). Evaluation reports included.
	Actively promote Whangarei's creative sector across Northland, New Zealand and beyond	One promotional activity targeted outside the district Evaluation reports included for each event (including attendee numbers)
31 March 2018	Report annually to Elected Members	Annual presentation to Council

	Develop a ten-year arts, culture and heritage strategy for Whangarei District with stakeholders	Ten-year strategy drafted for public consultation
31 May 2018	Face to face meetings are held six-monthly with Council management	Six-monthly meetings with management are held
30 June 2018	Deliver at least two workshops to upskill the sector in subjects as agreed with the Creative Sector.	Two workshops held and evaluation reports provided Consultation reports provided to show identified need from sector.
	Support 3 creative events that are publicly visible and offer opportunities for the public to engage in.	Three events occur and reported on through quarterly reporting with WDC staff (including attendee numbers)
	Deliver 1 promotional event for sector and CN's role within the Whangarei District	One event occurs and reported on through quarterly reporting with WDC staff (including attendee numbers). Evaluation reports included.
	Work with Northland Inc on the redevelopment of the Twin Coast Discovery project	Provide at least two examples of how creative arts have been incorporated into the Twin Coast Discovery project
	Implementation of a relationship management strategy	Relationship management strategy (RMS) developed via customer feedback survey and adopted by Creative Northland
	Actively promote Whangarei's creative sector across Northland, New Zealand and beyond	One promotional activity targeted outside the district Evaluation reports included for each event (including attendee numbers)
	Develop a ten-year arts, culture and heritage strategy for Whangarei District with stakeholders	Ten-year strategy
Tbc	Deliver key events including Art Beat and the Sculpture Symposium and increase estimated audience attendance by 10% on 16-17 figures	Evaluation reports included for each event (including attendee numbers)
	Support Council with the review of the Arts, Culture and Heritage Policy	Pending



WHANGAREI
DISTRICT COUNCIL

Service Level Agreement

**Whangarei District Council and
Creative Northland**

Service Level Agreement

Between

Whangarei District Council – referred to as "Council"

and

Creative Northland

This Service Level Agreement (SLA) supersedes any such similar agreement that exists between the two parties.

1. Introduction

Creative Northland evolved from previous entities including the Culture, Heritage and Arts Resource Trust (CHART), which was established in 2010, and prior to that from the Arts Promotion Trust (APT). It is now a regionally focused charitable trust, with the purpose of supporting art funders, art advocates and art organisations.

Creative Northland provides advice and assistance with funding applications, governance, management support, relationships, development and community liaison within the sectors.

Creative Northland is a specialist resource available to Council as an advisory body and to inform on behalf of the cultural, heritage and creative industries within Whangarei District.

The purpose of this Service Level Agreement is to ensure the financial contribution of Council is going toward activities of Creative Northland that support creative organisations and events that are publicly visible and offer opportunities for the public to engage.

2. Scope of the Service Level Agreement

The geographical scope of Creative Northland as stated in the Trust Deed extends to all of Northland. The scope of this SLA is confined to Creative Northland's activities within the Whangarei District.

3. Commitments

Whangarei District Council (WDC)

In recognition of the relationship that Council has with the Trust, Council agrees to financially support Creative Northland's activities through:

- Providing an Annual Operation Grant, through Council's Annual Operating Fund, on meeting the agreed performance measures and reporting requirements, and in compliance with the conditions of the fund.
- Promoting the work of Creative Northland where appropriate in marketing material prepared by Council.

Creative Northland

In accordance with its deed, and to recognise Creative Northland's significance in enhancing the Whangarei District as an arts, culture and heritage destination, Creative Northland agrees to:

- Deliver on the agreed annual performance measures and other requirements of the Annual Operating Fund.
- Maximise opportunities that grow the creative sector in Whangarei District.

- Work with the creative sector to identify these opportunities and other needs for the creative sector
- To be responsive to these needs where possible
- Develop an economic measurement framework.
- Deliver the Whangarei Sculpture Symposium, Art Beat and other district events.
- Support new and existing cultural, heritage and arts events and organisations.
- Seek external funding opportunities to leverage Whangarei District's creative capital.
- Be available to Council staff to assist with specialist advice on arts, cultural and heritage matters.
- Report quarterly to Council staff, meet six-monthly with Council management, and annually present to Council.

4. Term

This agreement will take effect upon execution by both parties and will remain in effect for a period of two years, and will be reviewed by both parties annually, or until superseded by agreement between the parties, or cancelled by one party advising the other in writing.

5. Liaison

To ensure coordinated liaison on operational matters; the Chief Executive (WDC) will appoint a staff member to be the contact person for Creative Northland activities.

This person will also attend Trust meetings, in conjunction with the nominated councilor, as and when required, but has no voting rights. This will allow Council officers to keep up to date with delivery of the Business Plan outputs and ensure a "no surprises" relationship.

6. Variations to agreement

Any change to this Agreement is called a Variation. A Variation must be agreed by both Parties and recorded in writing and signed by both parties, or through an exchange of emails where the authors have delegated authority to approve the Variation.

7. Dispute resolution

The parties agree to use their best endeavours to resolve any dispute or difference that may arise. If the dispute cannot be resolved, a single mediator will be appointed upon mutual agreement. If a mediator cannot be agreed upon then one will be appointed by the President of the New Zealand Law Society.

Signed by:

<i>Signature</i>	<i>Name/Designation</i>	<i>Date</i>
	Rob Forlong CE, Whangarei District Council	
	Hinurewa Te Hau General Manager, Creative Northland	

6.2 Recommendation for increase in contract value of contract CON12003

Meeting: Whangarei District Council
Date of meeting: 26 April 2018
Reporting officer: Mike Batchelor (Road Maintenance Engineer).

1 Purpose

To request that Council approves the increase in contract value to meet the Council's contractual obligations.

2 Recommendation/s

That the Council

- 1 Approves the contract value for Central Maintenance Area (Contract 12003) to be increased by the sum of \$900,000 and the total contract value increased to \$16,331,277.03 exclusive of GST.

3 Background

This contract involves carrying out maintenance work on sealed roads in the Central Area of the District road network.

The works include drainage maintenance, vegetation control, traffic facilities maintenance, sign maintenance, footpath maintenance, road strengthening, road surface maintenance and other authorised roading works.

This contract was originally let in 2012 and through successive Council approvals has been extended to 30 June 2018. The latest rollover was approved by Council in February 2017 and this contract expires on 30 June 2018 and will be replaced by the new maintenance contracts on 1 July 2018.

4 Financial / Budget Considerations

Council issues a financial authority to spend up to the value of the tendered sum when awarding a contract. If that financial authority is exceeded, then staff are required to return to Council for a new or additional financial authority to cover the remaining obligations of the contract.

The current approved value for Contract 12003 (Central) will be exceeded before the end of the contract period due to additional works undertaken under this contract over the past two years.

The additional work carried out through this contract included work done for other departments and work done out of other Roothing budgets, which includes minor safety, renewals and new footpath construction. Details of the additional works completed over the last two years are shown in the table below:

Works for other Departments		
Property	\$22,500	Otaika I-Site Carpark Repairs
Parks	\$22,000	Bascule Carpark maintenance
Parks	\$40,000	<ul style="list-style-type: none"> • Construct planter boxes Rathbone St • Maintenance of carparks, Kensington, Hikurangi Lake • New footpath Laurie Hall carpark
Other Roothing Works		
Structures	\$72,000	Bank St retaining wall
Culvert Replacement	\$115,000	5m deep culvert replacement Russell Rd
Minor Safety Programme (Capital)	\$97,000	<ul style="list-style-type: none"> • Intersection Improvements • Pedestrian crossing Port Rd • Site benching Russell Rd • Slow St projects
Parking Meters	\$44,000	Town Basin new carparks
Urban Rehabs	\$120,000	Capital Renewals programme
New Footpaths	\$270,000	New footpath Capital programme
subtotal	\$802,500	Completed works to March 2018
Provision to 30 June	\$97,500 Est.	Incls new footpaths, minor safety and rehabs to be completed before July 2018
Total VO requested	\$900,000	

These additional works completed through the Central contract have resulted in the original financial authority being exhausted. This does not mean Council has exceeded the maintenance allocation as the additional works have been funded from other Departments budgets, or with all Roothing works being completed within the approved annual Roothing maintenance budgets.

It has been estimated that the additional contract amount required up to the end of the current contract period of 30 June 2018 will be \$900,000 (excluding GST). This will take the approved contract sum to \$ 16,331,277.03 excluding GST.

	Central Area Con12003
Current approved value of the contract	\$15,431,277.03
The variation requested in this VO	\$900,000.00
The proposed new value of this contract	\$16,331,277.03

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 the publication of this agenda on the Council website.

6.3 Rescindment of Resolution to Proceed with the Sale of Land, within Barge Showgrounds, to the A&P Society

Meeting: Whangarei District Council

Date of meeting: 26th April 2018

Reporting officer: Heather Osborne (Infrastructure Planning and Capital Works – Parks Planner)
Sue Hodge (Manager Parks and Recreation)

1 Purpose

To inform Council that the Whangarei Agricultural and Pastoral Society no longer intend to purchase an area of land within the Barge Showgrounds and to rescind the former Council resolution to sell that area of land within Barge Showgrounds to the A&P Society.

2 Recommendation

That the Council rescinds the following resolution, of 25 November 2015:

To proceed with the sale and purchase agreement to enable the sale of Lot 1 DP 134938 to the A&P Society, for the purchase price of \$1, in accordance with Whangarei District Council's 1987 legal deed with the Society (DD2963) and 2002 deed of lease (DD5851).

3 Background

The Whangarei Agricultural & Pastoral Society (the Society) lease from the Whangarei District Council a 1.5655ha area of land within Barge Showgrounds, legally identified as Lot 1 DP 134938 (the subject land). The special terms of the 1987 deed and 2002 lease agreement between the Whangarei District Council and the Society provide the lessee with the option to purchase the fee simple estate to the lease land for the sum of one dollar.

In October 2014, the Society approached Whangarei District Council to exercise their legal right to purchase the subject land, as per the request contained within Attachment One. The request to purchase an area of land within the Barge Showgrounds was received by Council in a meeting on 25 November 2015 and it was further resolved to proceed with a sale and purchase agreement to enable the sale of Lot 1 DP 134938 to the Society in that same meeting.

An agreement for sale and purchase was presented to the Society by Thomson Wilson Law, on behalf of Council, in August, 2016. Following this, there has been ongoing deliberation by The Society on whether to proceed with the sale and purchase agreement.

On 12 March 2018, the Society wrote to Council to inform that they do not wish to proceed with the purchase of the leasehold land at this time as it is considered that the current leasing arrangements are suitably appropriate (letter contained within Attachment Two).

4 Discussion

As the A&P Society have provided written notice that they no longer wish to exercise their legal right to purchase Lot 1 DP 134938, there is not considered to be any alternative option available to Council. The 1987 deed and 2002 lease agreement between the Whangarei District Council and the Society do not establish any requirement of the Society to purchase the land, only the right to purchase the land should they choose.

The rescinding of the resolution for sale of the relevant area of land means that land area will continue to be leased to the Society, as per the original lease terms, being a term of 21 years, commencing on the 1st day of July 2002, with a perpetual right of renewal and a rental of \$1 per annum (see Attachment Three and Four).

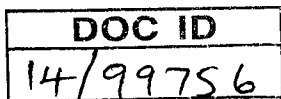
5 Significance and engagement

Having considered the Significance and Engagement Policy this proposal or decision is not considered significant as the rescinding of the former resolution will provide for the subject land to continue to be leased to the Society, as per the existing arrangement, reflecting an historical agreement between Whangarei District Council and the A&P Society. Furthermore, the continued occupation and lease of the 1.56ha land area by the Society does not affect the Whangarei District Council's ongoing ownership of the 63.5207ha area of land (Lot 2 DP 134938) which comprises the greater Barge Showground title.

This decision does not trigger the significance criteria outlined in Council's Significance and Engagement Policy and the public will be informed via Agenda publication on the website.

6 Attachments

1. [A&P Society Barge Showgrounds Request to Purchase](#)
2. [A&P Society Letter to Council confirming they do not wish to purchase Lot 1 DP 134938](#)
3. [A&P Society Barge Showgrounds Deed DD2963](#)
4. [A&P Society Barge Showgrounds Deed DD5851](#)



WHANGAREI AGRICULTURAL AND PASTORAL SOCIETY

Cnr Bank Street and Mansfield Terrace, 127 Bank Street
PO Box 3, Whangarei, New Zealand. Telephone: 09-438 3109, Facsimile: 09-430 0706
Email: info@wap.org.nz www.whangareiap.org.nz

29 October 2014

Mr Mark Simpson
General Manager
Whangarei District Council
Private Bag 9023
WHANGAREI 0140



Dear Mark,

Proposed Purchase of Leasehold Land – Barge Showgrounds, Maunu Reserve

We refer to the legal agreement dated 30th April 1987 between the Society and Whangarei District Council for the Society's relocation from Kensington Park to the Barge Showgrounds Maunu Reserve.

The Society would like to exercise the option provided under Clause 1 (c) of the agreement, to purchase the fee simple estate of 1.56 hectares of lease land for the sum of one dollar (\$1.00).

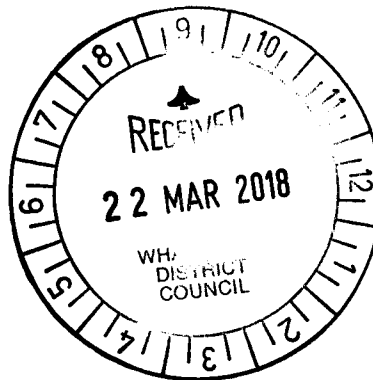
The Society, under the ownership of the land, would be happy to continue to allow other user groups use of the land owned by the Society but some discussion between Council and the Society will be required to determine how this may be facilitated.

Yours sincerely

Malcolm McKerrow
Executive Director

12 March 2018

Mayor, Sheryl Mai
Whangarei District Council
Private Bag 9023
WHANGAREI 0140



Dear Sheryl,

Proposed Purchase of Leasehold Land – Barge Showgrounds, Maunu Reserve

You will recall that in October 2014, the Society wrote to Council referring to the legal agreement dated 30th April 1987 between the Society and Whangarei District Council for the Society's relocation from Kensington Park to the Barge Showgrounds Maunu Reserve. At that time the Society advised that it wished to exercise the option provided under Clause 1 (c) of the agreement, to purchase the fee simple estate of 1.56 hectares of lease land for the sum of one dollar (\$1.00).

The Society received an agreement for sale and purchase from Thomson Wilson Law on behalf of Council in August 2016, following which there has been further correspondence to and fro.

Much discussion has taken place and the Society's Executive has thought long and hard about proceeding with the purchase of the land. However, the Executive has decided that they do not wish to proceed with the purchase of the lease hold land at this time as it is considered that the current leasing arrangements are suitably appropriate.

The Executive noted that the review of this option had been useful as it had brought the terms of the original agreement with Whangarei District Council to the fore which was good for the 'institutional memory' of both organisations, who continue to enjoy a mutually congenial and productive working relationship.

Yours sincerely

A handwritten signature in black ink, appearing to read "Chris Mason".

Chris Mason
Chief Executive

WHANGAREI CITY COUNCIL
NEW ZEALAND LAND REGISTRY
1987

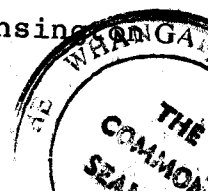
DEED made this 30th day of April 1987.

BETWEEN THE WHANGAREI CITY COUNCIL ("the Council")
of the one part

A N D THE WHANGAREI AGRICULTURAL AND PASTORAL SOCIETY
("the Society") of the other part

WHEREAS

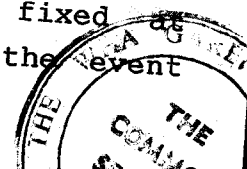
- A. The Council is the registered proprietor of the property situated in Whangarei and known as Kensington Park ("Kensington Park") such property being better described in the First Schedule hereto
- B. The Society has certain rights over part of Kensington Park which rights have been reserved pursuant to Deed of Conveyance registered number 270852 (R.303/252) (North Auckland Land Registry) a copy of which Deed is annexed as Annexure "A" and which is hereinafter referred to as "the Deed of Conveyance"
- C. The Society is the lessee of a further part of Kensington Park pursuant to Memorandum of Lease registered number B.257969.1 (North Auckland Land Registry) a copy of which is annexed as Annexure "B" and which is hereinafter referred to as "the lease"
- D. The Society is the owner of certain buildings and structures currently erected on Kensington Park



- E. The Council has conditionally agreed to purchase a property at Maunu, Whangarei as owned by DOUGLAS WINSTONE BARGE and EILEEN JEAN BARGE and described in the Second Schedule hereto such property being hereinafter referred to as "the Barge property"
- F. Following an approach from the Council to the Society the Council and the Society have agreed upon terms whereby the Society will relinquish its lease, its rights of use and its property at Kensington Park and will further remove therefrom other items of property in consideration of which the Council will provide financial reimbursement and create certain rights in favour of the Society over part of the Barge property which part will not be vested in the Council as a reserve in terms of the Reserves Act 1977.

IT IS HEREBY COVENANTED between the Council and the Society:

1. UPON settlement of the purchase by the Council of the Barge property the Council will grant a lease to the Society of that part of the Barge property comprising an approximate area of 1.57 hectares as is shown delineated in red on the plan attached hereto as Annexure "C" (such area being hereinafter referred to as "the leased land"). Such lease shall generally be in terms of the lease and will provide (inter alia) for the following special terms:
 - (a) A term of TWENTY ONE (21) years with a perpetual right of renewal commencing on the day that a separate title is available for the leased land. The Council undertakes to initiate the required subdivision and proceed therewith with all reasonable speed
 - (b) A rental for the first term and each term thereafter of ONE DOLLAR (\$1.00) per annum
 - (c) The Society to have the option of purchasing the fee simple estate to the leased land with the consideration for such purchase to be fixed at the sum of ONE DOLLAR (\$1.00). In the event

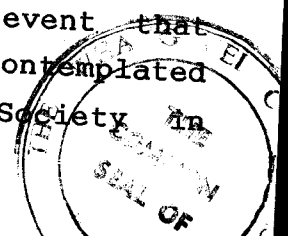


that such option is exercised it is agreed between the Council and the Society that each party shall have the right without further cost to the Society to use the area shown shaded grey and marked "R.O.W." on the plan annexed as Annexure "C" for vehicular access. Such area shall be recorded as a right of way available for the joint use of both parties. This option of purchase shall remain open to be exercised by the Society at any time during the currency of such lease

- (d) Clause 11 of the lease to be amended to provide that in the event of the lessee for any reason wishing to assign, transfer, sublet or part with the possession of the leased land then it must first offer the property to the Council. If the Council elects to acquire the interest in the property as held by the Society as lessee the purchase price payable will be a fair value for the lease land (and any buildings erected thereon) as fixed by arbitration as hereinafter provided
- (e) The balance of moneys owing by the Society to the Council in terms of Clause 2 of the lease to be paid at the time that the Society takes up possession of the leased land
- (f) Clause 4 of the lease to be deleted
- (g) Clause 20 to be amended so that the Society shall not be permitted to remove any buildings from the leased land in the event that the Council has guaranteed loans raised by the Society to enable the erection of such buildings.

2. THE Council will act as guarantor, if requested by the Society, for loans raised by the Society to construct buildings to be erected on the leased land PROVIDED
ALWAYS:

- (a) That the terms of such loans to be guaranteed meet the currently existing policy of the Council for such loan guarantees and in the event that any modification of such policy is contemplated the Council shall consult with the Society in



relation thereto

- (b) That the Society indemnifies the Council against any calls upon the Council pursuant to any such guarantee given by the Council
- (c) That such loans requiring the guarantee of the Council meet normal commercial lending criteria including (inter alia) there being a satisfactory margin of security and the Society demonstrating to the satisfaction of the Council that it has the ability to meet the repayments due with respect to the loans raised
- (d) That the Society is the lessee and not the owner of the leased land.

3. THE Council will grant to the Society the exclusive right to hold Agricultural and Pastoral shows on that part of the Barge property as is shown edged in black on the plan annexed as Annexure "D" (such area being hereinafter referred to as "the user rights land") and for such purpose shall have the right to use and enjoy the user rights land for THREE (3) days before and THREE (3) days after any such show. The Society shall be entitled to hold such shows on such days and for so long as it thinks fit and shall have entire and exclusive control of the user rights land during the progress of any such show with the right to charge for admission to the user rights land and present existing and proposed or substituted buildings and to grant or sell sole or exclusive rights and privileges to any persons for catering or for side shows or for selling liquor or goods of any description or otherwise howsoever and to erect all such signs, notices and advertisements in connection with any side show carried on during the progress of such show PROVIDED ALWAYS that for the first period of TEN (10) years following the commencement of the rights hereby granted by the Council to the Society that the exercise of such rights by the Society will be limited with respect to that area of the user rights land as is shown delineated in yellow on Annexure "C" to a maximum of FOURTEEN (14) days in any period of TWELVE (12) months with ~~there~~ to be no more than two shows affecting that area of the user rights land as is shown delineated in yellow in any one such period of TWELVE (12) months. The rights

hereby granted and the terms relating thereto as set out in this Deed shall be registered as an encumbrance in favour of the Society against the title to the Barge property.

4. IT shall be the obligation of the Society in exercising its rights to hold Agricultural and Pastoral shows on the user rights land to immediately after the holding of any show take such steps as are necessary to ensure that the user rights land and the buildings thereon are left in the same state of cleanliness and repair as existed prior to the holding of the show.

5. WITH the consent of the Council the Society may permit associated bodies, groups and associations to use that part of the user rights land which is not shown delineated in yellow on Annexure "C" PROVIDED THAT the consent of the Council shall not be unreasonably withheld. In giving its consent the Council may impose such terms and conditions as it thinks reasonable. It shall always be a condition of any such permission that such user shall leave the property and buildings thereon in such a state in regard to cleanliness and repair as existed prior to its use.

6. THE Society will give to the Council TWELVE (12) months notice of the dates of the Agricultural and Pastoral shows it intends to hold upon the user rights land.

7. THE Council shall at its cost erect upon the user rights land a building for use by the Society to provide kitchen and dining facilities during its Agricultural and Pastoral shows. The use by the Society of this kitchen/dining facility building which the Council is to acquire or provide shall be restricted to a maximum of FOURTEEN (14) days in any period of TWELVE (12) months for the first period of TEN (10) years following the commencement of the rights granted by this Deed. Such right of use of this building shall be free of charge. Should this kitchen/dining facility and the proposed changing rooms and toilet facility building which is also to be provided by the Council be destroyed by fire or other accident or be beyond further satisfactory use the Council shall forthwith repair and reinstate the same. The Council may permit associated bodies, groups and associations

THE
COUNCIL
OF

of the Society to use the kitchen/dining facility building upon such terms and conditions as it thinks reasonable PROVIDING ALWAYS that such building is available for usage.

8. THE house property on the Barge property shown on the plan annexed as Annexure "C" and as marked thereon with the letter "H" shall become the sole and separate property of the Society upon satisfaction of all the conditions attaching to this Deed of Agreement.

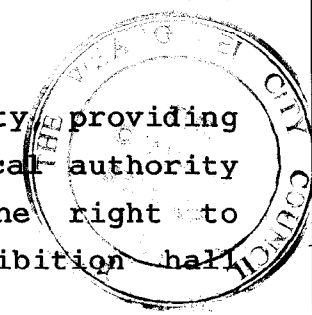
9. THE Society will have the right to use for its purposes the concrete floor and drainage system as located at the cowshed on the Barge property.

10. IN the event that the Council and the Society are able to agree as to the erection of other buildings within the user rights land by the Council or its licensees it will be a condition of such agreement that the Society will not exercise its user rights in respect of such buildings. It shall further be a condition of such agreement that the Council, its licensees or any other occupier or user of such buildings shall have no right of access to or occupation or use of such buildings during the period of any show conducted by the Society on the user rights land without first securing the written consent of the Society.

11. THE Council may make available the balance of the Barge property for use by the Society for special events PROVIDED ALWAYS that the terms of such usage are to be fixed by prior agreement between the Council and the Society.

12. THE Barge property shall be named "The Barge Showgrounds and Maunu Reserve" upon settlement of the acquisition of the Barge property by the Council and upon settlement of all matters between the Council and the Society.

13. THE Council acknowledges that the Society, providing planning permission and all other relevant local authority approvals have been obtained, shall have the right to relocate or to construct and build an exhibition hall



upon the leased land for the holding of its Winter Shows and for all other purposes specified as authorised uses in the lease together with all other lawful purposes of the Society.

14. THE Council will be repsonsible for:

- (a) The formation and sealing of the entrance/exit driveway to the Barge property, all internal roads and the parking areas as shown on the plan annexed as Annexure "C" with such work to be undertaken in consultation with the Society
- (b) The formation of the earthworks required to form show areas as set out in Annexure "C" with such work to be undertaken in consultation with the Society
- (c) Normal turf, ground and landscape maintenance
- (d) The provision of initial water connections at points within the user rights land at places which will meet the needs of the Society PROVIDED ALWAYS that at such time as an exhibition hall is constructed on the leased land then the Society shall be responsible for the cost of water used at such hall
- (e) The provision of an electricity connection to the boundary of the leased land
- (f) The provision of a stromwater drainage connection to the boundary of the leased land
- (g) The provision of a sewerage connection to the boundary of the leased land
- (h) The provision of a joint use toilet and shower block facility within the user rights land with such facility to be provided by October 1989
- (i) The maintenance of the existing rock walls between the user rights land and State Highway No. 14 and the current residential development within Whangarei City known as "High Meadows" and will further at its expense erect post and wire fencing to a height not exceeding 1.8 metres nor less than 1.6 metres should such rock walls or part thereof ever be removed

- (j) The prevention of unauthorised access by pedestrians or vehicles to the user rights land during the course of any show held by the Society by the provision of post and wire fencing to a height of 1.2 metres along a line which generally follows the boundary of the user rights land with a secured gate, and until such fence and gate are erected by the exclusion of all persons from the balance of the Barge property during the course of any such show.

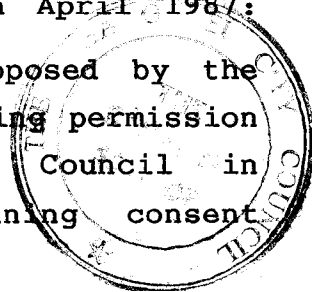
15. THE Council will pay to the Society the sum of ONE HUNDRED AND TWENTY THOUSAND DOLLARS (\$120,000.00) upon the 30th day of April 1987. This sum is to be used by the Society as a contribution towards the reconstruction of animal pen buildings upon the leased land and in consideration therefore the Society will, by December 1989:

- (a) Remove from Kensington Park the existing animal pen buildings except for the steel portal frame building which is located amongst such animal pens
- (b) Surrender all its right, title and interest in any other buildings at Kensington Park to the Council
- (c) Surrender its rights in terms of the lease
- (d) Surrender its rights in terms of the Deed of Conveyance.

These obligations by the Society are subject to the Council meeting all its obligations in terms hereof and in the event that it has not then it will not be incumbent upon the Society to meet its obligations in terms of this clause until such time as the Council has met all its obligations in terms of this Deed.

16. THE provisions of this Deed are subject to the following conditions being satisfied by 30th April 1987:

- (a) The use of the Barge property as proposed by the Council and the Society receiving planning permission approval from the Whangarei County Council in terms of the application for planning consent



and notice of requirement annexed as Annexure "E" upon terms satisfactory to both and that no appeals to the Planning Tribunal have been lodged or other action taken by any body or person which would require further consideration of the uses proposed and/or the action to be taken

- (b) The Council having an unconditional agreement to purchase the Barge property
- (c) The agreement as set out herein between the Council and the Society being finalised and this Deed having been executed by both parties.

17. THE Council will be responsible for all reasonable legal, survey and town planning expenses as incurred by the Society and for its own expenses.

18. SHOULD the existence of the designation placed on the Barge property by the council create problems for the Society in relation to its use of the user rights land then the Council will uplift that designation from the user rights land.

19. IF the Council's right to enter into the lease or the other arrangements between the Council and the Society as set out herein are challenged by a third party then the Council will, with the full co-operation of the Society, forthwith promote private legislation to validate the provisions of the lease and/or the other arrangements. In the event that such legislation is not enacted or does not adequately provide for the rights hereby granted to the Society then the Council will compensate the Society for all losses occasioned. The right of the Society to claim compensation shall only arise should the Society be prevented from utilising the rights granted to it pursuant to this Deed. Should legislation be passed which has the effect of fully enacting the terms of the arrangements entered into by the Council and the Society pursuant to this Deed then no future right to claim compensation shall arise and the right of the Society to claim compensation as set out herein shall be terminated.

20. THAT part of the Barge property as is shown delineated in blue on Annexures "C" and "D" shall not form part of the user rights land for such time as the dwelling-

house sited thereon, shown marked "Caretakers Cottage" on Annexure "C", remains in a habitable condition and the occupant has some responsibility for caretaking. This part of the Barge property shall form part of the user rights land upon such dwelling becoming uninhabitable PROVIDED ALWAYS that the Council shall have the right to repair (including the right to reinstate) the dwelling to a habitable condition should it be rendered uninhabitable, either wholly or partially, by fire, accident, Act of God, war, vandalism or natural disaster.

21. IN the event of any difference or dispute arising as to any clause, matter or thing herein contained or implied or the construction of these presents or arising in any way in respect of this Deed such difference or dispute shall be decided by an arbitrator if the parties can agree upon the appointment of one person and if otherwise then by the arbitration of two persons one to be appointed by each party hereto or of the umpire to be chosen by the arbitrators before entering on the consideration of such difference or dispute and if in any such dispute either party shall neglect to appoint an arbitrator within FOURTEEN (14) days after a notice in writing shall have been given to such party by the other party or left at the last known place of business or abode of such party or shall appoint an arbitrator who shall refuse to act then the arbitrator appointed by the other party shall make a final decision alone and every such arbitration shall be subject to the provisions on that behalf contained in the Arbitration Act 1908 or any then subsisting statutory modification or amendment thereof.

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

FIRST SCHEDULE

Area comprising 16.1530 hectares more or less being part Allotments 1 and 2 Parish of Whangarei being more particularly shown on Deposited Plan 17386 and being all the land comprised and described in Certificate of Title Volume 58C Folio 682 (North Auckland Registry) being

SUBJECT TO rights of way created by Deed 125675 (R.44/663);
rights reserved by Deed of Conveyance 270852 (R.303/252)
and SUBJECT TO the covenant referred to in Section
34 Reserves and Other Land Disposal and Public Bodies
Empowering Act 1924 (No. 55) AND HAVING APPURTENANT
THERE TO a Sewage Easement created by Transfer A.134609

SECOND SCHEDULE

1. Area comprising 5.2735 hectares more or less being part of a block of land called or known by the name of Waihoanga No. 2 Block and numbered 4615 and being all the land comprised and described in Certificate of Title Volume 41 Folio 99 (North Auckland Registry) SUBJECT TO Gazette Notice 775617.1 and Notice No. B.288866.1
2. Area comprising 59.2712 hectares more or less being Lot 4 on Deposited Plan 13587 and being portion of Waihoanga No. 2 Block situated in Block III of the Purua Survey District and being all the land comprised and described in Certificate of Title Volume 439 Folio 28 (North Auckland Registry) being SUBJECT TO certain water rights created by Transfer No. 202188; Gazette Notice 775617.1 and Notice No. B.288866.1

THE COMMON SEAL of THE
WHANGAREI CITY COUNCIL was
pursuant to a resolution of
the said Council passed on
the 29 day of APRIL
1987 hereunto affixed in
the presence of:



G. J. Ryan Mayor

[Signature]
General Manager
and Town Clerk.

THE COMMON SEAL of THE)
WHANGAREI AGRICULTURAL AND)
PASTORAL SOCIETY was here-)
unto affixed in the presence)
of:)



S. W. Lindegar President.

H. B. Macpherson Vice President

D. J. Hayes Secretary

Pursuant to a Resolution of the Executive Committee of
the Society passed on the *Twentyseventh* day of April 1987.

252.

No. 270851.
Received for Registration the 18th
day of September 1919 at 2.30
Arthur H. Fletcher Deputy Registrar
(L.S.)

DATED 16th. AUGUST 1919

R E L E A S E (annexed)

W.A. Carruth,
Solicitor,
Whangarei.

N.Z.
Stamp Duty
10/-
Auckland
12 SP 19

THE BANK OF NEW ZEALAND the Mortgagee by virtue
of the annexed Deed of Mortgage (hereinafter
termed "The Mortgage") registered in the Deeds

Register Office at Auckland under Number 252146 HEREBY
ACKNOWLEDGES to have received all moneys intended to be
secured by the Mortgage the same being in full satisfaction
thereof

IN WITNESS WHEREOF the Bank has caused its Common Seal
to be hereunto affixed this Sixteenth day of August One
thousand nine hundred and nineteen

THE COMMON SEAL of the BANK OF NEW ZEALAND
was hereunto affixed pursuant to an order
of the Board of Directors in the presence
of :-

(L.S.) 58/601

W. J. Nurhery }
R. W. Kane }
Wm. Reece } Directors
W. Watson }
H. Callender } General Manager

The Deed of which the above is a copy is endorsed on Mortgage 252146 Recorded in R 268 Fol 252
Compared copy and received No. 270851 this 9 day of Nov. 1919.

No. 270852.

Received for Registration the 18th
day of September 1919 at 2.30
Arthur H. Fletcher Deputy Registrar
6 B 219
7 B 524

(L.S.)

DATED 16th. August 1919

THE WHANGAREI AGRICULTURAL &
PASTORAL SOCIETY (Incorporated)

TO

THE WHANGAREI BOROUGH COUNCIL

CONVEYANCE

of parts Allotments 1 & 2 of
the Parish of Whangarei

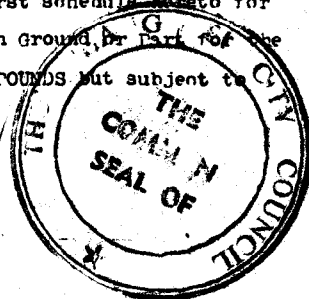
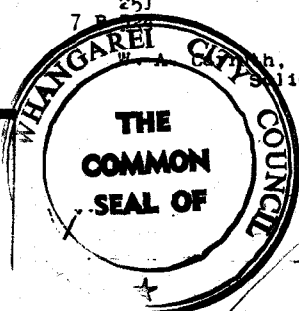
6 B 219 227452
7 B 524 252146

W.A. Carruth,
Solicitor,
Whangarei.

N. Z.
Stamp Duty
1/-
Auckland
12 SP 19

Agreement stamped with ad valorem duty of
£25 on 12 day of Sept. 1919.
H.E. P. Dep. Commissioner Stamp Duties

THIS DEED made the sixteenth day of August One
thousand nine hundred and nineteen BETWEEN THE WHANGAREI
AGRICULTURAL AND PASTORAL SOCIETY duly incorporated under
the provisions of "The Agricultural and Pastoral Societies
Act 1877" (hereinafter termed "The Vendor") of the one
part AND THE BODY CORPORATE called The Mayor Councillors
and Burgesses of the Borough of Whangarei (hereinafter
termed "The Purchaser") of the other part WHEREAS by a
certain Memorandum of Agreement dated the eighteenth day
of January One thousand nine hundred and nineteen the
Vendor agreed to sell to the Purchaser which agreed to
Purchase from the Vendor the pieces of land (inter alia)
mentioned and described in the first schedule hereto for
the purpose of a Public Recreation Ground, for part for the
sum of TWO THOUSAND FIVE HUNDRED POUNDS but subject to



the conditions and restrictions set forth in the Second Schedule hereto AND WHEREAS no conveyance of the said land and premises has yet been executed NOW THIS DEED WITNESSETH that in pursuance of the premises AND IN CONSIDERATION of the sum of TWO THOUSAND FIVE HUNDRED POUNDS paid by the Purchaser to the Vendor (the receipt of which is hereby acknowledged) the Vendor doth hereby CONVEY AND ASSURE unto the Purchaser the pieces of land more particularly mentioned and described in the First Schedule hereto AS the same are delineated on the plan drawn hereon edged red WITH all the buildings thereon erected and the rights and appurtenances thereunto belonging BUT SUBJECT to the said conditions and restrictions TO HOLD the same unto the Purchaser its successors and assigns for ever as and for a Public Recreation Ground or Park,

IN WITNESS WHEREOF the said parties have hereunto subscribed their names

THE FIRST SCHEDULE

ALL THAT piece or parcel of land situated in the said Provincial District of Auckland in the Parish of Whangarei containing by admeasurement NINETEEN ACRES THREE ROODS THIRTY THREE PERCHES more or less being Lot Seven of a subdivision of part of Allotment Two of the said Parish called Fern Hill estate being part of a Block of land said to contain ONE THOUSAND SEVEN HUNDRED AND NINETY EIGHT ACRES formerly granted to one Gilbert Mair by Crown Grant dated the fourth day of October One thousand eight hundred and forty four BOUND on the North by other part of said allotment Seven conveyed to one James Donaldson by Deed registered as Number 122761 One thousand two hundred links on the West by Stanley Street Eight hundred and eighty four links on the South by Kensington Estate Nine hundred and twenty one links AS delineated on the plan drawn hereon edged red EXCEPTING THEREOUT that portion thereof containing NINE ACRES and nineteen perches more or less conveyed to one James Donaldson by Deed registered in the Deeds Register Office at Auckland under Number 122761 AND TOGETHER WITH the Right of Way granted by Deed of Conveyance registered as aforesaid under Number 83713 AND ALSO ALL THAT piece or parcel of land containing by admeasurement SIXTY FIVE ACRES AND FOURTEEN PERCHES more or less being parts of Allotments One and Two of the said Parish BOUND commencing at the most North Westerly corner of the said piece of land towards the West by a line Two thousand one hundred and eighty one links Towards the South by a line One thousand one hundred and eighty eight links towards the South West by a line Two thousand three hundred and ninety three links Towards the South East by the Property of One Whack One thousand six hundred and thirty links or thereabouts towards the North East by a Right of Way and by Section Seventeen of a subdivision of part of the Kensington Park Estate One hundred and seventy one feet thence towards the East and North East in a curve by said Lot Seventeen and by Lots Eighteen - Nineteen - Twenty - Twenty one - Twenty two - Twenty three and twenty four of the same subdivision fifty five feet ten inches Ninety seven feet Eighty seven feet - seventy four feet seven inches Seventy three feet seven inches Seventy two feet seven inches Seventy three feet three inches and Two hundred and Four feet thence again towards the South by said Lot Twenty four Two hundred and eight feet thence on the South East by Park Avenue One hundred links again towards the North by other part of said Allotment Two Three hundred and thirty nine links on the North East by said Allotment One thousand two hundred and eight links on the East by a line One thousand three hundred and nineteen links and again on the East by the Bay of Islands Road One hundred and thirteen links to the commencing point AS delineated by the plan drawn hereon edged red excepting thereout those portions thereof as have been conveyed by Deeds registered as aforesaid under Numbers 93598 109827 120475 125672 125673 125870 and 127113 and subject to the Rights of Way granted by Deeds Registered as aforesaid under Numbers 98682 125672 125673 and 125675, and to a certain Memorandum of Agreement dated the Eleventh day of



254.

January One thousand nine hundred and thirteen made between the Vendor of the one part and His Majesty the King of the other part and registered as aforesaid under Number 227452 and subject also to a certain Deed of Lease dated the Eleventh day of January One thousand nine hundred and thirteen made between the Vendor of the one part and The Trustees of The Whangarei Racing Club of the other part for the term of Fourteen years from the Twenty eighth day of February One thousand nine hundred and twelve and subject also to the right of the said Whangarei Racing Club to remove the Totalisator house from the said lands at the expiration of the said term and without making any payment therefor

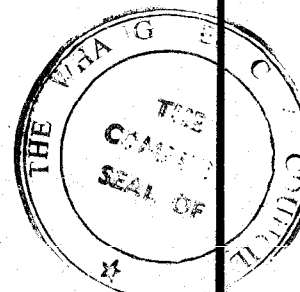
THE SECOND SCHEDULE

1. THE Vendor and its successors shall have the exclusive right to hold Agricultural and Pastoral Shows in the said Park and for such purpose to use and enjoy all or any buildings that are now erected on the said Park or which may be re-erected or substituted therefor including particularly the Grandstand and pens for three days before and Three days after any such Show. The Vendor shall be entitled to hold such shows on such days and for so long as it thinks fit and shall have entire and exclusive Control of the said Park during the progress of any such show with the right to charge for admission to the said Park and the Grandstand or any other part of the said Park or present existing or substituted buildings and to grant or sell sole or exclusive rights and privileges to any persons for catering or for side shows or for selling liquor or goods of any description or otherwise howsoever and to erect all such signs notices and advertisements in connection with any side show carried on during the progress of such Show AND it shall be the duty of the Vendor immediately after the holding of any Show to take such steps as will ensure of the grounds and buildings being left in such a state in regard to cleanliness and repair as existed prior to the holding of the show
2. THE Vendor shall be entitled to erect such pens or similar structures as it may require in such position as may be agreed upon between the Vendor and the Purchaser or in default of agreement as may be settled by arbitration under the provisions of "The Arbitration Act 1908" or any substituted Act then in force
3. ALL water from the Purchaser's water supply shall be supplied free of charge to the Vendor and Electricity from the Purchaser's installation (if and when such installation shall be effected) used by the Society at or in connection with shows as aforesaid shall be supplied by the Purchaser at Schedule rates
4. THE Purchaser shall not remove or interfere with the present yards or pens upon the said property or any other structures that may hereafter be erected by the Vendor on the said lands under the provisions hereof
5. SHOULD the Grandstand and other buildings or pens on the said land (which are owned by the Council) be destroyed by fire or other accident or be beyond further satisfactory use the Purchaser shall forthwith repair and reinstate the same

THE COMMON SEAL of THE WHANGAREI AGRICULTURAL AND PASTORAL SOCIETY was affixed hereto and impressed hereto and impressed hereon in pursuance of a resolution in that behalf passed at a meeting of the said Society held on the 16th day of August 1919 in the presence of :-

Jas. A. S. Mackay President
Charles Stevens Members of Committee
J. M. Marurok Secretary

(L.S.)



THE COMMON SEAL of the Mayor Councillors and Burgesses
of the Borough of Whangarei was hereto affixed pursuant
to a resolution in that behalf by and in the presence
of :-

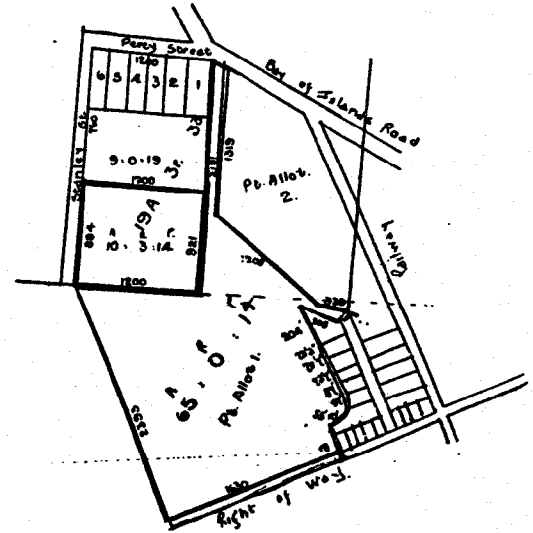
J. S. Dent Mayor

James E. Holmes Councillor

A. E. Marwick Town Clerk

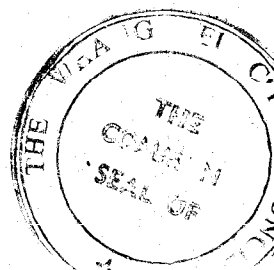
Compared copy and received No. 270852
this 9th day of Dec 1919.

Stewart J. H.



No. 270853.
Received for Registration the 18th
day of September 1919 at 2.30
Arthur H. Fletcher Deputy Registrar
E B 591

N.Z. Stamp Duty (25/-)
Auckland 11 SP 19
THIS DEED made the first day of September
One thousand nine hundred and nineteen BETWEEN ANNIE
LOUISE GRICE of Whangarei in the Provincial District
of Auckland in New Zealand Widow as Executrix of the will of
James Grice late of Whangarei aforesaid Gentleman deceased herein-
after termed the Mortgagor of the one part AND ANNIE LOUISE



00.005.031

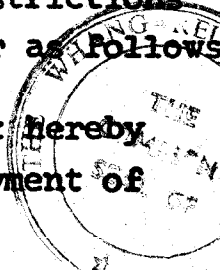
WHEREAS THE BODY CORPORATE described as THE WHANGAREI CITY COUNCIL (hereinafter called "the lessor") is registered proprietor of an estate in fee simple (subject to such reservations, restrictions, encumbrances, liens and interests as are notified by memorial underwritten or endorsed on the undermentioned Certificate of Title) in all that parcel of land containing 1.5629 hectares more or less being Lot 1 Deposited Plan 91326 being part Allotment 1 Parish of Whangarei and being all the land described in Certificate of Title Volume 48B Folio 1097 (North Auckland Registry) Having Appurtenant sewage easement created by Transfer A134609 and Subject to the rights reserved by Deed of Conveyance registered number 270852 (R303/252) (hereinafter called "the demised premises")

AND WHEREAS the demised premises were pursuant to the Reserves Act 1977 duly declared to be a "Local Purpose Reserve for Community Purposes"

AND WHEREAS the lessor is the administering body of the demised premises as a local purpose reserve under and by virtue of the provisions of the Reserves Act 1977 IN PURSUANCE and in exercise of the powers conferred on it by virtue of section 61 of the Reserves Act 1977 and of every other power and authority enabling it in this behalf AND IN CONSIDERATION of the rent hereinafter reserved and of the covenants conditions and stipulations on the part of the lessee herein expressed or implied DOTH HEREBY LEASE

unto THE WHANGAREI AGRICULTURAL AND PASTORAL SOCIETY a body corporate under the Agricultural and Pastoral Societies Act 1908 having its registered office at Whangarei (hereinafter called "the lessee") the demised premises to be held by the lessee for a term of twenty-one (21) years commencing on the 1st day of December 1982 at the annual rent of ONE DOLLAR (\$1.00) the first rental payment due on the 1st day of December 1982 and thereafter due on the 1st day of December in each and every year SUBJECT TO the following covenants conditions and restrictions AND the lessee DOTH HEREBY COVENANT with the lessor as follows

1. THE lessee will duly and punctually pay the rent hereby reserved on the days hereinbefore provided for the payment of the sum free of any deduction whatsoever.



2.

2. THE lessee shall pay to the lessor the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) to be paid by ten annual payments of TWO THOUSAND DOLLARS (\$2,000.00) each the first such annual payment being due and payable on the 1st day of December 1982 and thereafter on the same day of each year following until payment has been made in full.

3. THE lessee will pay and discharge all rates and electricity charges insurance premiums and/or other outgoings levies taxes assessed or payable in respect of the demised premises or any buildings or structures erected thereon and will pay the costs of installation of all sewage services.

4. THE lessee shall pay the lessor's solicitors costs of and incidental to the preparation stamping and registration of any renewals variations or surrenders of this lease and the costs of any covenants thereon.

5. THE lessor and the lessee shall have the right to fence and keep fenced the demised premises with a good and substantial wall or fence and where such wall or fence is to be for the benefit of the lessee only it will do so at its own expense and will not make any claim for contribution from the lessor. In the event of the lessor deriving benefit from the erection of any such wall or fence subject to the lessor having approved the type of fence prior to construction, the responsibility for the cost of so doing and the maintenance thereof shall be as agreed between the parties or failing agreement as decided by arbitration as hereafter provided. In all other cases the responsibility for maintaining such wall or fence shall be that of the lessee.

6. THE lessee will form and maintain all areas of land for vehicle access and/or parking where the benefit of so providing such access and/or parking is that of the lessee only. In all other cases the responsibility for providing such vehicle access and parking and the maintenance thereof shall be agreed by the parties or failing agreement as decided by arbitration as hereinafter provided.

7. THE lessee is hereby authorised subject to compliance with the provisions of Clause 14 hereof to erect on the demised premises

3.

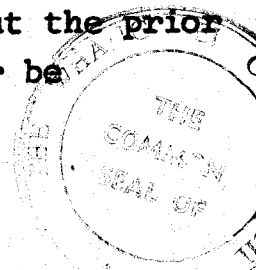
an Exhibition Hall and such associated buildings as may from time to time be required and be reasonably incidental to the use of the land by the Society in carrying out its objects and for those uses set forth in the Schedule and, subject to the proviso to Clause 20 hereof, to demolish any such buildings and any existing buildings.

8. THE lessee is hereby empowered from time to time to grant licences in respect of the whole or any part or parts of the demised premises to any person, body, voluntary organisations or Society (whether incorporated or not) for any of the purposes set forth in the Schedule upon such terms and conditions as the lessee shall think fit.

9. THE demised premises shall not be used for any purposes other than those set out in the Schedule hereto (hereinafter called "the authorised uses") and for such other uses as may from time to time be lawfully agreed upon between the lessor and the lessee and endorsed upon the said lease and the lessee 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 said land and buildings by the lessee its members invitees licensees servants and workmen.

10. THE lessee save as otherwise provided under Clause 13 hereof will throughout the said term repair and keep maintained in good order repair and condition to the satisfaction of the lessor the said demised premises and all buildings and erections pathways gates fences bridges drains and sewers hereafter erected or constructed upon or under the said land and will so yield and deliver up the same at the expiry or sooner determination of the said term and will keep the said land clean and tidy and free from refuse and rubbish of all and every kind.

11. SAVE and except as provided in Clause 8 hereof the lessee will not during the term hereof assign transfer sublet or part with possession of the demised premises or any buildings or structures erected thereon or any part thereof without the prior written consent of the lessor which shall not however be unnecessarily or unreasonably withheld.

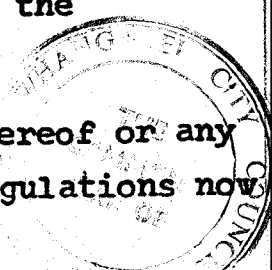


4.

12. EXCEPT as hereinbefore provided 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 demised premises and any adjoining land the property of the lessor but this clause shall not inure to the benefit of any purchaser or lessee of such adjoining land.

13. THE lessor may at all reasonable times during the term hereof by its officers employees agents or contractors enter upon the demised premises to view and inspect the state thereof and the state of repair of any buildings or structures 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 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 demised premises without making any compensation to the lessee therefor provided that no damage shall be caused to any building structures or improvements erected thereon by the lessee with consent of the lessor PROVIDED THAT the lessee shall not be required pursuant to the provisions of Clause 10 hereof to repair and keep maintained in good order and condition any drainpipes or other pipes laid or any sewers constructed hereafter upon or under the demised premises unless such pipes or sewers shall be connected with or beneficially affect the use of the demised premises or any building or other structure thereon by the lessee or any of its tenants or licensees PROVIDED FURTHER THAT if any dispute shall arise as to whether such pipes or sewers as aforesaid are connected with or beneficially affect the use of the demised premises or any buildings or other structure thereon such dispute shall be submitted to arbitration in accordance with the provisions of Clause 27 hereof.

14. THE lessee will at all times during the term hereof or any extension thereto comply with all Public Acts and Regulations now



5.

or hereafter passed touching and concerning the demised premises or any buildings or structures erected thereon and/or the user thereof and any amendments thereto or Acts passed in substitution therefor and in particular the Local Government Act 1974, the Town and Country Planning Act 1977, the Sale of Liquor Act 1962 and the Health Act 1956 and will also comply with the lawful requisitions of any inspector or other official appointed under any Acts as aforesaid and will keep the lessor indemnified against all liability and expense in respect thereof and without derogating from the generality of the foregoing provision if any buildings erected on the demised premises and used for functions requiring the said buildings to be licensed under the Local Government Act 1974 or any other statute imposing a similar obligation the lessee will ensure such building is so licensed before being used for such purposes.

15. THE lessee will not during the term hereof use or permit to be used any part of the demised premises or any buildings erected thereon by the lessee for any dangerous or illegal or noxious activity or undertaking.

16. THE lessee will not during the term hereof make or permit or allow to be made any excavation on or in the demised premises 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 demised premises or any part thereof without the consent in writing of the lessor first had and obtained but such consent shall not be unreasonably or arbitrarily withheld and in the event of any sewers or drains being affected by any accessway or building constructed by the lessee whether during the construction or maintenance thereof will ensure that such sewers or drains shall be protected or relocated at the expense of the lessee as required by and to the satisfaction of the lessor.

17. THE lessee will at all times during the term hereof at its own cost and expense insure and keep insured against loss or damage by fire all buildings or structures of an insurable nature now or at any time hereafter erected on the demised premises in the full insurable value thereof.

6.

18. THE lessee shall take out and keep in full force and effect at all times a public liability insurance policy for the express purpose of indemnifying the lessor against damage to the property for a sum of not less than \$100,000.00 or such other sum as shall from time to time be agreed between the lessor and the lessee.

AND IT IS HEREBY AGREED AND DECLARED by and between the lessor and the lessee:-

19. IF the lessee shall give to the lessor not less than three calendar months notice in writing prior to the expiration of the said term of the lessee's desire to renew this lease for a further term of the same period as that hereby created then the lessee shall have the right to such renewal at the same rental and on the same terms and conditions as are herein contained including this right of renewal but excluding Clause 2 hereof.

20. PROVIDED the lessee shall have duly and punctually and faithfully paid observed and performed the rent hereby reserved and the covenants and conditions on the part of the lessee herein contained and implied the lessee shall on the expiration of the term hereof or of any extended term granted in accordance with Clause 19 hereof (subject to the lessee giving to the lessor not less than three months notice in writing of its intention to do so) be entitled to remove any building erected by it on the demised premises and any equipment left by it upon the demised premises provided that the lessee restores the demised premises to its former state and condition to the satisfaction in all things of the lessor PROVIDED HOWEVER and notwithstanding the foregoing provisions hereof the lessor shall at its absolute discretion be entitled to require the lessee to leave on the demised premises any building or buildings erected by it on the demised premises and in such case the lessor shall pay to the lessee reasonable compensation for such building or buildings such compensation to be as mutually agreed by the lessor and the lessee or failing agreement as determined by arbitration as hereinafter provided but save as aforesaid upon the determination by the lessor of this lease the lessee shall have no rights to remove the buildings erected by it on the demised premises and any equipment left by it on the demised premises nor to receive any compensation therefor.

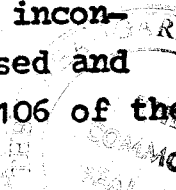

7.

21. IN case the rent hereby reserved or any part thereof shall be in arrear and unpaid for the space of twenty-one (21) days after any of the days hereby appointed for payment thereof respectively the lessor may thereupon or at any time thereafter levy the same or the unpaid portion thereof by distress.

22. IN case the lessee shall make 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 demised premises 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.

23. IF and whenever the rent hereby reserved or any part thereof shall be in arrear or unpaid for more than thirty (30) days after any of the days whereon the same ought to have been paid whether the same shall have been legally demanded or not, or if and whenever there shall be a breach, non-observance or non-performance of any covenant condition stipulation or agreement herein contained or implied and on the part of the lessee to be performed or observed then and in such case the lessor may forthwith or at any time thereafter without suit re-enter on the demised premises or any part thereof in the name of the whole and thereupon this lease and the term hereby created shall immediately cease and determine without releasing the lessee in respect of any breach non-observance or non-performance of any covenant condition or stipulation herein contained or implied.

24. THE covenants and provisions implied in leases by the Property Law Act 1952 and the Land Transfer Act 1952 or any statutory amendment thereof shall be negatived or modified in respect of this lease insofar as the same are or may be inconsistent with the covenants and provisions herein expressed and in particular the proviso to subsection (a) of Section 106 of the Property Law Act 1952 shall not be implied herein.



8.

25. THIS lease is granted on the express condition that the lessee continues to function actively for any of the purposes of or incidental to the Agricultural and Pastoral Societies Act 1908 or under any Act or Acts passed in substitution therefor AND in the event of the lessee at any time ceasing to function actively for such purpose 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 23 hereof PROVIDED HOWEVER if the lessee or ten or more members of the lessee shall during the currency of this lease or any renewal thereof cause a Charitable Trust Board to be incorporated under the Charitable Trust Act 1957 or any Act or Acts passed in substitution therefor having substantially the same objects and powers as the lessee then upon the request of the lessee the lessor shall consent to this lease or any renewal thereof as the case may be being assigned by the lessee to such incorporated charitable trust board PROVIDED ALWAYS that if any dispute shall arise as to whether such charitable trust board has substantially the same objects and powers as the lessee then such dispute shall be submitted to arbitration in accordance with the provisions of Clause 27 of this lease AND PROVIDED FURTHER in the event of such charitable trust board after the assignment of this lease or any renewal thereof as hereinbefore provided ceasing to function actively in terms of its constitution during the currency of any lease or renewal as abovementioned then such failure to function shall be deemed to be a breach hereof entitling the lessor to exercise the powers to re-enter as set out in Clause 23 hereof.

26. THE lessor will in each year of the said term make to the lessee for the general purposes thereof a grant being the equivalent of the amount of rates charged and paid as herein provided.

27. THAT in case of any difference or dispute arising as to any clause matter or thing herein contained or implied or the construction of these presents or arising in any way in respect of this lease such difference or dispute shall be decided by an arbitrator if the parties can agree upon the appointment of one person and if otherwise then by the arbitration of two indifferent

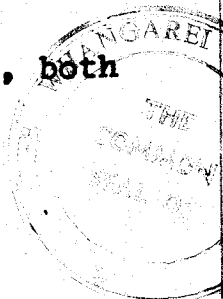
9.

persons one to be appointed by each party hereto or of the umpire to be chosen by the arbitrators before entering on the consideration of such difference or dispute AND if in any such dispute either party shall neglect to appoint an arbitrator within fourteen (14) days after a notice in writing shall have been given to such party by the other party or left at the last known place of business or abode of such party or shall appoint an arbitrator who shall refuse to act then the arbitrator appointed by the other party shall make a final decision alone AND every such arbitration shall be subject to the provisions in that behalf contained in the Arbitration Act 1908 or any then subsisting statutory modification thereof.

THE SCHEDULE 'HEREINBEFORE REFERRED TO

Authorised Uses

1. All activities which it may engage in pursuant to its rules.
2. All activities it may be engaged in in carrying out the objects of A. & P. Societies as defined in the Agricultural and Pastoral Societies Act 1908 and amendments or an Act or Acts passed in substitution therefor.
3. The construction and operation of yards, pens, stalls, boxes or paddocks for the temporary accommodation of "livestock" as defined in the Agricultural and Pastoral Societies Act 1908 and amendments or an Act or Acts passed in substitution therefor.
4. The holding of any Show, Exhibition, Exposition, Auction, Sale or display of any type.
5. The conduct of specialist tuition, craft schools, recitals, film shows, fashion modelling, concerts, musical recitals, conventions, meetings, religious activities, fair ground amusements.
6. Administration offices, caretakers flat, parking of vehicles, the construction and storage of scenery, stalls, partitions, flooring, stage props or other items pertinent to the conduct of the activities of the A. & P. Society or of its tenants.
7. The storage of vehicles, goods, materials, stock in trade, scenery, foodstuffs, or other items connected with the conduct of any of the activities listed above.
8. The conduct of sports and recreational activities, both indoor and outdoor.



10.

9. The conduct of ballroom, ballet, creative or other forms of dancing and the tuition of such dancing.
10. The operation of a camping ground and associated amenities for the temporary accommodation of users of the park.
11. To hold a licence under the Sale of Liquor Act 1962.
12. The erection of such buildings as are authorised by Clause 7 hereof.

IN WITNESS WHEREOF these presents have been executed this
Twentysecond day of December 1982.

THE COMMON SEAL of THE BODY CORPORATE
 described as THE WHANGAREI CITY COUNCIL
 was pursuant to a resolution of the said
 Council passed on the 15th day of
December 1982 hereunto affixed
 in the presence of.



[Signature] Mayor.

[Signature] General Manager
 and Town Clerk.

THE WHANGAREI AGRICULTURAL AND PASTORAL SOCIETY the abovenamed
 lessee DOETH HEREBY ACCEPT this lease of the above described
 land TO BE HELD by it as tenant upon and subject to the
 covenants conditions and stipulations above set forth.

THE COMMON SEAL of THE WHANGAREI
AGRICULTURAL AND PASTORAL SOCIETY
 was hereunto affixed in the presence
 of:



[Signature] M. W. Speer President

[Signature] Vice President.

[Signature] Secretary.

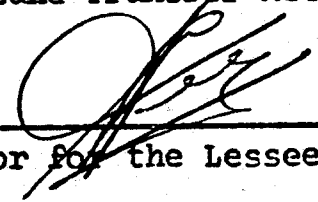
Pursuant to a Resolution of the Executive Committee of the Society
 passed on 18th November 1982



TRIPPLICATE 5.

MEMORANDUM OF LEASE

Certified correct for the
of the Land Transfer Act



Solicitor for the Lessee

THE WHANGAREI CITY COUNCIL

Lessor

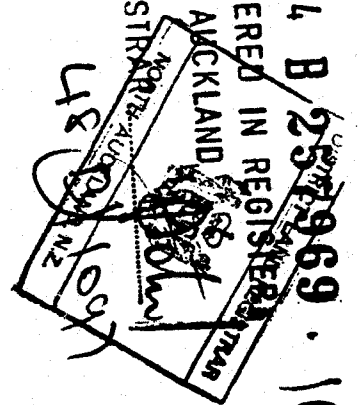
THE WHANGAREI AGRICULTURAL AND
PASTORAL SOCIETY

Lessee

Particulars entered in the Register
on the date and at the time stamped
below.

District _____
Assistant Land Registrar
of the District of Auckland.

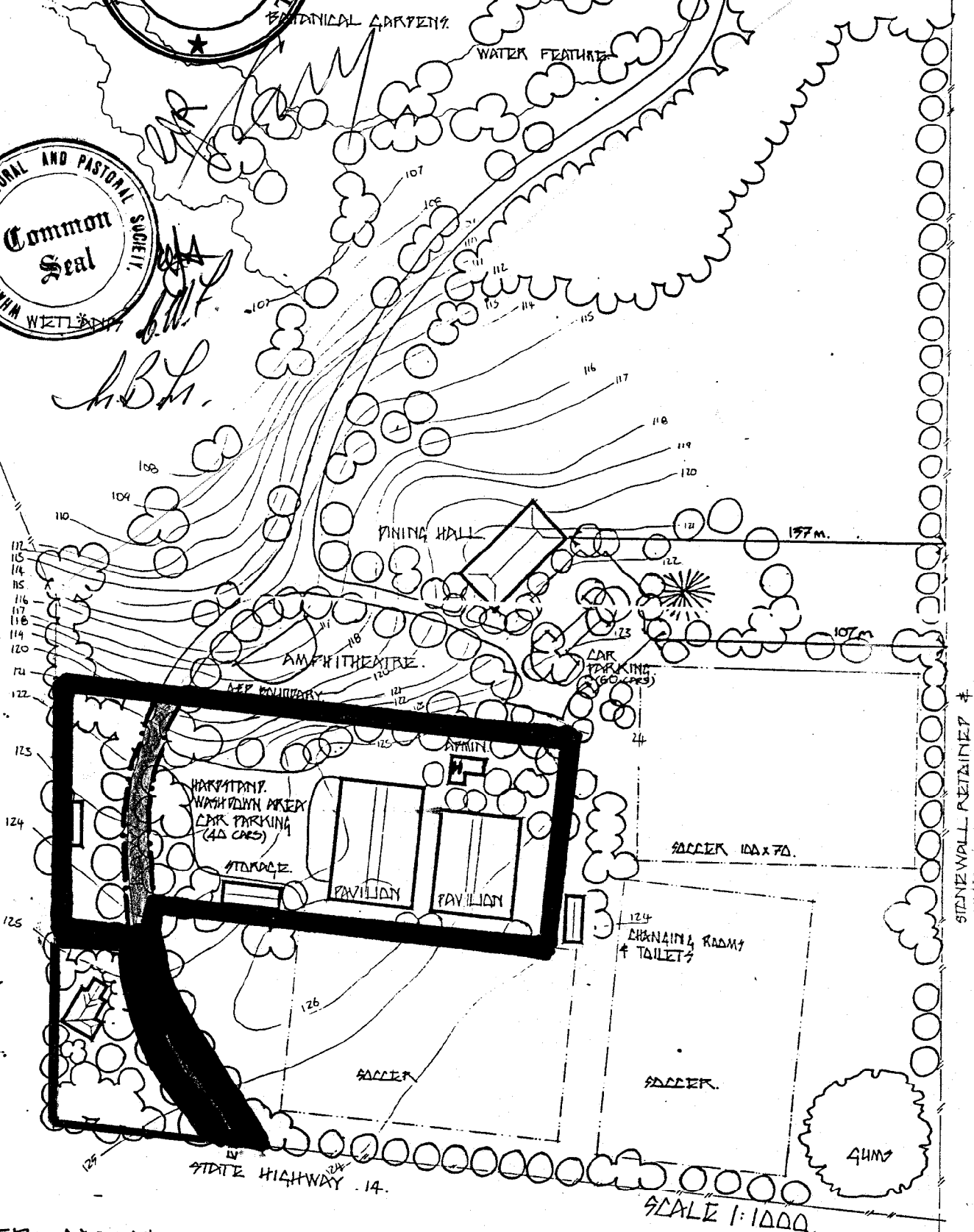
10.46 03.FEB84 B 257969.1(F).
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REGISTRAR



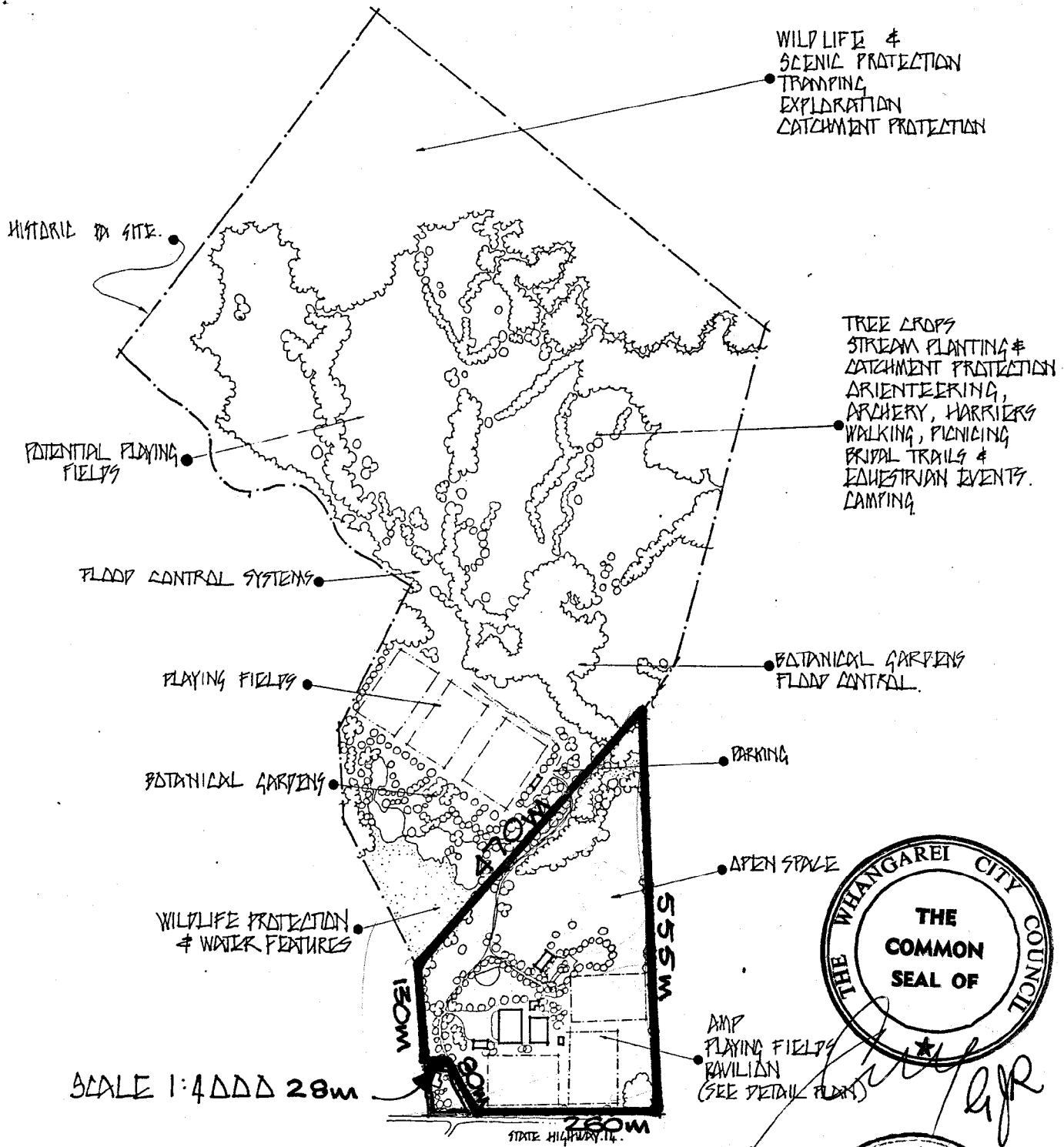
THOMSON WILSON FIDLER & HEENAN,
SOLICITORS,
WHANGAREI.

W.C.C.
DEEDS
36/11

25/52



REVISED CONCEPT PLAN
FOR THE POSSIBLE RELOCATION OF THE
WHANGAREI A&P SOCIETY & THE DEVELOPMENT
OF W.C.C. RECREATIONAL FACILITIES : BARGE PROP. SHIA MAUNU.



CONCEPT PLAN #
 FOR THE POSSIBLE RELOCATION
 OF THE WHANGAREI A&P SOCIETY,
 ALONG WITH THE DEVELOPMENT OF
 A WCC RECREATIONAL RESERVE,
 THE BARGE PROPERTY SH 14 MAHUNI #



148

Whangarei City Council

Please address all communications
to the General Manager

In reply please quote 77/4/2

Or ask for Keith Miller

(Telephone) 488 579

4 December 1986

The County Clerk
WHANGAREI COUNTY COUNCIL
P.O. Box 4102
Karo
WHANGAREI

Dear Sir,

re: APPLICATION FOR PLANNING CONSENT

Attached please find an application for planning consent in respect of the Barge property in Maunu. The application is submitted to cover those aspects of the use of the property which Council will not have financial responsibility for and could not therefore be encompassed within its designation.

Please note that at this stage it is not possible to provide detailed plans of the buildings to be constructed on the site. As you will be aware, the Tribunal has held in the past, such plans are not necessarily essential to an application (Waiwera Enterprises v. Rodney County). We accept that your Council may well wish to impose conditions as to the bulk and location of buildings to protect the interests of adjoining property owners.

Council would also accept a condition that one hundred all-weather carparks should be located on the site, and that appropriate boundary landscaping be provided to protect the amenity of adjoining properties.

Section 70 of the Act also gives your Council the authority to extend the usual period for implementing a planning consent beyond two years. I would request that your Council, if it should approve the application, give us four years within which to implement the consent. You will appreciate that the use is not one which can be established quickly, but rather will evolve over a period of time.

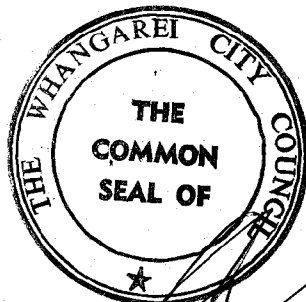
If there is any further information you require, I would be happy to assist in any way I can.

Yours faithfully,

.....
E.R. Allbon
CITY PLANNER

EA:KM:nn

Encls.



PRIVATE BAG WHANGAREI NEW ZEALAND

4 December 1986

The County Clerk
WHANGAREI COUNTY COUNCIL
P.O. Box 4102
Kamo
WHANGAREI

Dear Sir,

re: TOWN AND COUNTRY PLANNING ACT 1977

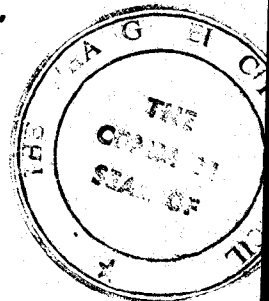
APPLICATION FOR PLANNING CONSENT

The Whangarei City Council hereby applies for consent to:

- (1) Establish the following uses:-
 - (a) places of assembly, including shows, field days, carnivals, galas, public meetings, amusements, concerts, entertainments, displays, receptions, conferences, auctions and sales;
 - (b) the conduct of sports and recreational activities, both indoor and outdoor;
 - (c) the construction and operation of yards, pens, stalls, boxes and paddocks for the accommodation of livestock;
 - (d) educational activities related to the tourist industry; farming; horticulture; and botany.
 - (e) the operation of a camping ground for the temporary accommodation of users of the reserve;
 - (f) accessory uses to the foregoing including administration and the sale of liquor to people present on the site for one of the principal uses outlined above.
- (2) Provide the following buildings:-
 - (a) a dining hall relocated from one of the MRC single mens' camps to the general position shown on the plans attached;
 - (b) such buildings as are deemed necessary within the area marked "A" on the plan submitted;
 - (c) such buildings deemed necessary for the activities set out in (1) (d) above.
- (3) Subdivide a site as shown marked "A" on the plan attached.

The property in respect of which this application is made is situated at State Highway 14 and is zoned Rural H/Rural B in the Operative District Scheme. Legal Description (1) Lot 4 DP 13587, C/T 439/99; (2) Waihoanga No II Block, C/T 41/99.

...2/



EXPLANATORY STATEMENT

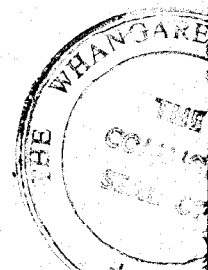
The Whangarei City Council has entered into an agreement to purchase the property the subject of this requirement, and intends to develop it in conjunction with the Whangarei Agricultural and Pastoral Society and the Northland Community College to provide a multi-purpose sports, recreation, and education centre. This to be achieved in part through this designation and in part through the planning application which has also been lodged.

Council's objectives in relation to this designation are:-

- (1) To obtain a major reserve to serve as the focus for sporting and recreational activities in the Maunu area, having such physical characteristics that it can be developed for its intended purpose at reasonable cost.
- (2) To obtain a site capable of providing comparable facilities to those presently enjoyed by the Agricultural and Pastoral Society at Kensington Park.

In addition Council sees this particular proposal as having the following benefits to the Whangarei District:-

- (a) it provides a unique opportunity for the Council, the Agricultural and Pastoral Society, and the Northland Community College to develop a facility which promotes rural education and understanding;
- (b) development of this property in the manner envisaged will also strengthen the Northland Regional Museum;
- (c) it enables the preservation of significant areas of native bush at the rear of the property which form an important part of the City's backdrop and also aid in the control of stormwater runoff through the City.
- (d) it will assist in resisting pressures for urban development to spread onto first class agricultural soils in the Maunu area.





Whangarei City Council

Please address all communications
to the General Manager

In reply please quote 77/4/3

Or ask for Errol Allbon

(Telephone) 488 579

4 December 1986

The County Clerk
WHANGAREI COUNTY COUNCIL
P.O. Box 4102
Kamo
WHANGAREI

Dear Sir,

re: NOTICE OF REQUIREMENT

Please find enclosed my notice of requirement in respect of the Barge property at Maunu, together with an explanatory statement and a letter from the owners of the property consenting to the designation, as required by Section 118 of the Town and Country Planning Act 1977.

Could you please advise me of the closing date for objections to the requirement and provide me with copies of any objections received. I would be happy to supply any further information you wish. Thank you for your assistance.

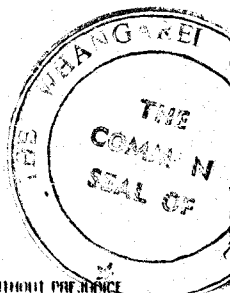
Yours faithfully,

E.R. Allbon
CITY PLANNER

EA:KM:mn

Encls.

PRIVATE BAG WHANGAREI NEW ZEALAND



Page 2

The County Clerk

4 December 1986

The Whangarei City Council is the Prospective Purchaser.

NAME OF OWNER: D.W. & E.J. Barge;
ADDRESS: R.D., Maunu, Whangarei;
NAME OF OCCUPIER: D.W. & E.J. Barge;
ADDRESS: R.D., Maunu, Whangarei;

DATED AT WHANGAREI THIS 4TH DAY OF DECEMBER, 1986;

FULL NAME OF APPLICANT: Whangarei City Council
ADDRESS FOR CORRESPONDENCE: Private Bag, WHANGAREI. (ATTENTION:
Mr E. Allbon)

TELEPHONE: 488 579

SIGNATURE:




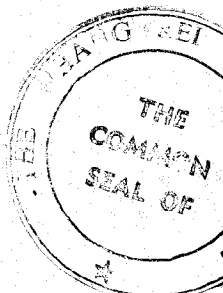
THE TOWN AND COUNTRY PLANNING ACT 1977
WHANGAREI COUNTY DISTRICT SCHEME

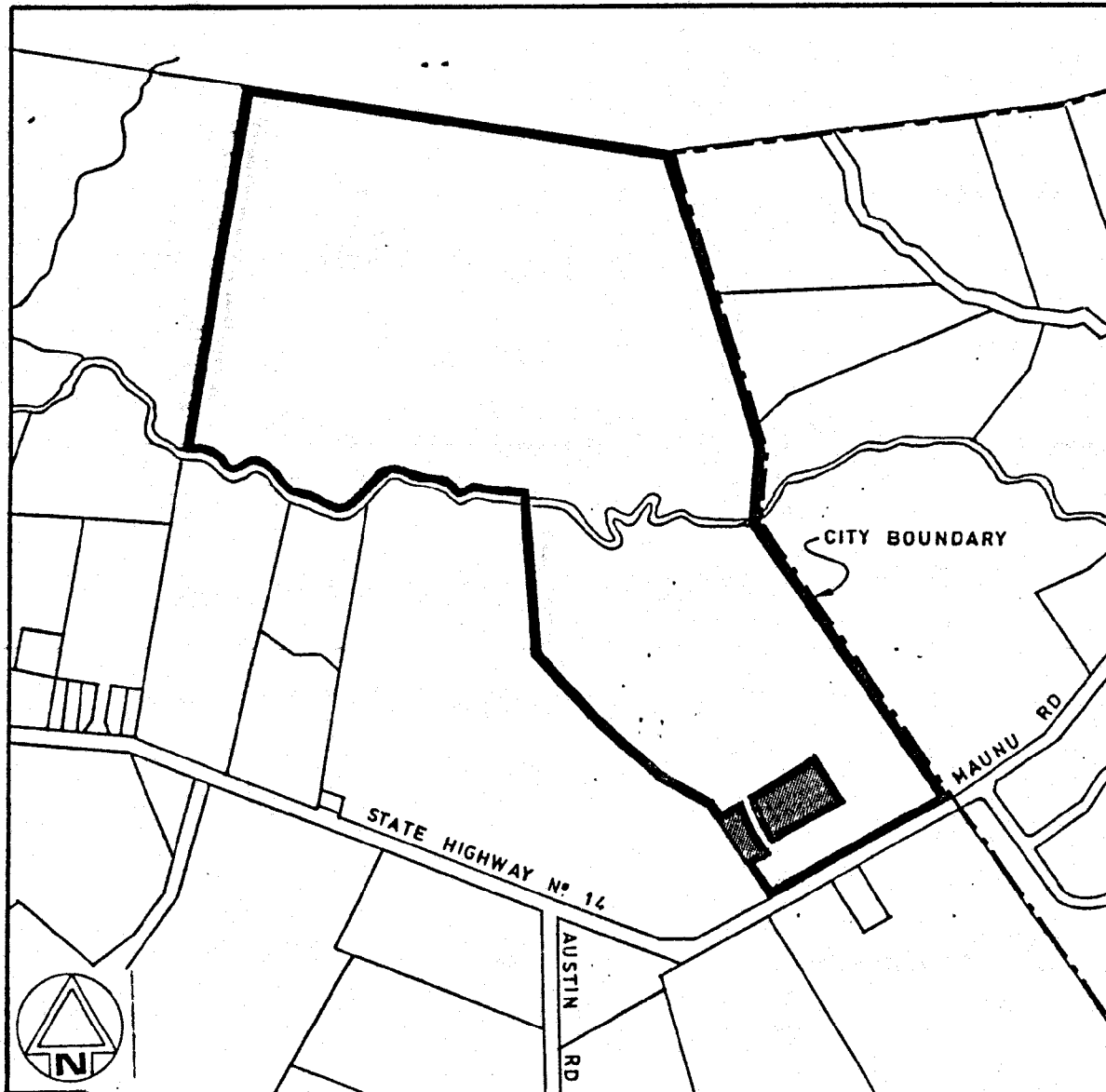
REQUIREMENT OF THE WHANGAREI CITY COUNCIL
UNDER SECTION 118 OF THE ACT.

Pursuant to Section 118 (1) (b) the Whangarei City Council hereby requires that the area shown on Plan Number P10 (n-14) attached hereto, be designated recreation area, sports ground, botanic gardens and education centre.

Dated at Whangarei this 4th day of December 1986.


.....
E.R. Allbon
CITY PLANNER





LAND TO BE DESIGNATED RECREATION AREA, SPORTS GROUND, BOTANICAL GARDENS, AND EDUCATION CENTRE.



LAND TO RETAIN PRESENT ZONING

LOCATION MAP

PREPARED BY THE WHANGAREI CITY PLANNING DEPARTMENT		
Date 3.12.86	Scale 1:10000	Plan No P10 (n-14)
Drawn J.F.	Checked	Approved CITY PLANNER

D.W. & E.J. Barge
R.D., Maunu,
WHANGAREI

4 December 1986

The County Clerk
WHANGAREI COUNTY COUNCIL
P.O. Box 4102
Kamo
WHANGAREI

Dear Sir,

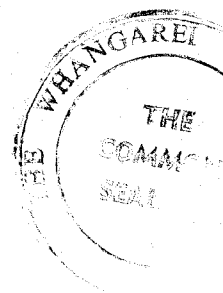
re: NOTICE OF REQUIREMENT

We wish to advise you that we have seen the requirement to be issued in respect of our property at Maunu by the Whangarei City Council and in accordance with Section 118 of the Town and Country Planning Act 1977, consent to our property being designated in the manner proposed.

Yours faithfully,


D.W. Barge


E.J. Barge





WHEREAS

- A. **THE WHANGAREI DISTRICT COUNCIL** (hereinafter called "the Lessor") is registered as proprietor of an estate in fee simple (subject to such reservations, restrictions, encumbrances, liens and interests as are notified by memorial underwritten or endorsed on the undermentioned Certificate of Title) in all that parcel of land containing 1.5655 hectares more or less being Lot 1 Deposited Plan 134938 and being part Waihoanga No. 2 Block situated in Block XII Purua Survey District and being all the land comprised and described in Certificate of Title Volume 79C Folio 634 (North Auckland Registry) **SUBJECT TO** Resolution C.243859.3, Gazette Notice 775617.1, Easement Certificate C.243859.6 and Section 309(1)(a) Local Government Act 1974 (hereinafter called "the demised premises")
- B. The Lessor has agreed to lease the demised premises to **THE WHANGAREI AGRICULTURAL AND PASTORAL SOCIETY** a body corporate under the Agricultural and Pastoral Societies Act 1908 having its registered office at Whangarei (hereinafter called "the Lessee").

IN EXERCISE of the powers conferred on it **AND IN CONSIDERATION** of the rent hereinafter reserved and of the covenants, conditions and stipulations on the part of the Lessee herein expressed or implied the Lessor **DOTH HEREBY LEASE** the demised premises to the Lessee to be held by the Lessee for a term of twenty-one (21) years commencing on the 1st day of July 2002 at the annual rent of **ONE DOLLAR (\$1.00)** the first rental payment due on the 1st day of July 2002 and thereafter due on the 1st day of July in each and every year **SUBJECT TO** the following covenants conditions and restrictions **AND** the Lessee **DOTH HEREBY COVENANT** with the Lessor as follows:

1. THE Lessee will duly and punctually pay the rent hereby reserved on the days hereinbefore provided for the payment of the sum free of any deduction whatsoever.
2. THE Lessee will pay and discharge all rates and electricity charges insurance premiums and/or other outgoing levies taxes assessed or payable in respect of the demised premises or any buildings or structures erected thereon and will pay the costs of installation of all sewage services.
3. THE Lessor and the Lessee shall have the right to fence and keep fenced the demised premises with a good and substantial wall or fence and where such wall or fence is to be for the benefit of the Lessee only it will do so at its own expense and will not make any claim for contribution from the Lessor. In the event of the Lessor deriving benefit from the erection of any such wall or fence subject to the Lessor having approved the type of fence prior to construction, the responsibility for the cost of so doing and the maintenance thereof shall be as agreed between the parties or failing agreement as decided by arbitration as hereafter provided. In all other cases the responsibility for maintaining such wall or fence shall be that of the Lessee.
4. THE Lessee will form and maintain all areas of land for vehicle access and/or parking where the benefit of so providing such access and/or parking is that of the Lessee only. In all

other cases the responsibility for providing such vehicle access and parking and the maintenance thereof shall be agreed by the parties or failing agreement as decided by arbitration as hereinafter provided.

5. THE Lessee is hereby authorised subject to compliance with the provisions of Clause 12 hereof to erect on the demised premises an Exhibition Hall and such associated buildings as may from time to time be required and be reasonably incidental to the use of the land by the Society in carrying out its objects and for those uses set forth in the Schedule and, subject to the proviso to Clause 18 hereof, to demolish any such buildings and any existing buildings.

6. THE Lessee is hereby empowered from time to time to grant licenses in respect of the whole or any part or parts of the demised premises to any person, body, voluntary organisations or Society (whether incorporated or not) for any of the purposes set forth in the Schedule upon such terms and conditions as the Lessee shall think fit.

7. THE demised premises shall not be used for any purposes other than those set out in the Schedule hereto (hereinafter called "the authorised uses") and for such other uses as may from time to time be lawfully agreed upon between the Lessor and the Lessee and endorsed upon the said lease and the Lessee 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 demised premises and any buildings erected thereon by the Lessee its members invitees licensees servants and workmen.

8. THE Lessee save as otherwise provided under Clause 11 hereof will throughout the said term repair and keep maintained in good order repair and condition to the satisfaction of the Lessor the demised premises and all buildings and erections pathways gates fences bridges drains and sewers hereafter erected or constructed thereupon or thereunder and will so yield and deliver up the demised premises at the expiry or sooner determination of the said term and will keep the demised premises clean and tidy and free from refuse and rubbish of all and every kind.

9. SAVE and except as provided in Clause 6 hereof the Lessee will not during the term hereof assign transfer sublet or part with possession of the demised premises or any buildings or structures erected thereon or any part thereof without the prior written consent of the Lessor which shall not however be unnecessarily or unreasonably withheld **PROVIDED ALWAYS** that should the Lessee propose to assign transfer sublet or part with possession of the demised premises or any buildings or structures erected thereon or part thereof then such must first be offered to the Lessor. In the event that the Lessor elects to acquire the interest in the demised premises being offered by the Lessee the purchase price payable will be a fair value for the demised premises (allowance being made for any buildings or structures erected thereon by the Lessee) such to be as agreed by the parties or as fixed by arbitration in terms of Clause 25 hereof in the event of dispute.

10. EXCEPT as hereinbefore provided 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 demised premises and any adjoining land the property of the Lessor but this clause shall not enure to the benefit of any purchaser or lessee of such adjoining land.

11. THE Lessor may at all reasonable times during the term hereof by its officers employees agents or contractors enter upon the demised premises to view and inspect the state thereof and the state of repair of any buildings or structures erected therein 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 then may require lay drainpipes or other pipes or construct sewers (without however 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 demised premises without making any compensation to the Lessee therefor provided that no damage shall be caused to any building structures or improvements erected thereon by the Lessee with consent of the Lessor **PROVIDED THAT** the Lessee shall not be required pursuant to the provisions of Clause 8 hereof to repair and keep maintained in good order and condition any drainpipes or other pipes laid or any sewers constructed hereafter upon or under the demised premises unless such pipes or sewers shall be connected with or beneficially affect the use of the demised premises or any building or other structure thereon by the Lessee or any of its tenants or licensees **AND PROVIDED FURTHER THAT** if any dispute shall arise as to whether such pipes or sewers as aforesaid are connected with or beneficially affect the use of the demised premises or any buildings or other structure thereon such dispute shall be submitted to arbitration in accordance with the provisions of Clause 25 hereof.

12. THE Lessee will at all times during the term hereof or any extension thereto comply with all Public Acts and Regulations now or hereafter passed touching and concerning the demised premises or any buildings or structures erected thereon and/or the user thereof and any amendments thereto or Acts passed in substitution therefor and in particular the Local Government Act 1974, the Resource Management Act 1991, the Sale of Liquor Act 1989 and the Health Act 1956 and will also comply with the lawful requisitions of any inspector or other official appointed under any Acts as aforesaid and will keep the Lessor indemnified against all liability and expense in respect thereof and without derogating from the generality of the foregoing provision if any buildings erected on the demised premises and used for functions requiring the said buildings to be licensed under the Local Government Act 1974 or any other statute imposing a similar obligation the Lessee will ensure such building is so licensed before being used for such purposes.

13. THE Lessee will not during the term hereof use or permit to be used any part of the demised premises or any buildings erected thereon by the Lessee for any dangerous or illegal or noxious activity or undertaking.

14. THE Lessee will not during the term hereof make or permit or allow to be made any excavation on or in the demised premises 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 demised premises or any part thereof without the consent in writing of the Lessor first had and obtained but such consent shall not be unreasonably or arbitrarily withheld and in the event of any sewers or drains being affected by any accessway or

building constructed by the Lessee whether during the construction or maintenance thereof the Lessee will ensure that such sewers or drains shall be protected or relocated at its expense as required by and to the satisfaction of the Lessor.

15. THE Lessee will at all times during the term hereof at its own cost and expense insure and keep insured against loss or damage by fire all buildings or structures of an insurable nature now or at any time hereafter erected on the demised premises in the full insurable value thereof.

16. THE Lessee shall take out and keep in full force and effect at all times a public liability insurance policy for the express purpose of indemnifying the Lessor against damage to the property for a sum of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) or such other sum as shall from time to time be agreed between the Lessor and the Lessee.

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

17. IF the Lessee shall give to the Lessor not less than three calendar months notice in writing prior to the expiration of the said term of the Lessee's desire to renew this lease for a further term of the same period as that hereby created then the Lessee shall have the right to such renewal at the same rental and on the same terms and conditions as are herein contained including this right of renewal.

18. PROVIDED the Lessee shall have duly and punctually and faithfully paid observed and performed the rent hereby reserved and the covenants and conditions on the part of the Lessee herein contained and implied and **PROVIDED FURTHER** that no outstanding loans raised by the Lessee for the purpose of erecting buildings on the demised premises are still the subject of any guarantee given by the Lessor the Lessee shall on the expiration of the term hereof or of any extended term granted in accordance with Clause 17 hereof (subject to the Lessee giving to the Lessor not less than three months notice in writing of its intention to do so) be entitled to remove any building erected by it on the demised premises and any equipment left by it upon the demised premises provided that the Lessee restores the demised premises to its former state and condition to the satisfaction in all things of the Lessor **PROVIDED HOWEVER** and notwithstanding the foregoing provisions hereof the Lessor shall at its absolute discretion be entitled to require the Lessee to leave on the demised premises any building or buildings erected by it on the demised premises and in such case the Lessor shall pay to the Lessee reasonable compensation for such building or buildings such compensation to be as mutually agreed by the Lessor and the Lessee or failing agreement as determined by arbitration as hereinafter provided but save as aforesaid upon the determination by the Lessor of this lease the Lessee shall have no rights to remove the buildings erected by it on the demised premises and any equipment left by it on the demised premises nor to receive any compensation therefore.

19. IN case the rent hereby reserved or any part thereof shall be in arrear and unpaid for the space of twenty-one (21) days after any of the days hereby appointed for payment thereof respectively the Lessor may thereupon or at any time thereafter levy the same or the unpaid portion thereof by distress.

20. IN case the Lessee shall make default in the observance or performance or any of its obligations hereunder the Lessor shall be at liberty at any time or from time to time to enter upon the demised premises 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 and whenever the rent hereby reserved or any part thereof shall be in arrear or unpaid for more than thirty (30) days after any of the days whereon the same ought to have been paid whether the same shall have been legally demanded or not, or if and whenever there shall be a breach non-observance or non-performance of any covenant condition stipulation or agreement herein contained or implied and on the part of the Lessee to be performed or observed then and in such case the Lessor may forthwith or at any time thereafter without suit re-enter on the demised premises or any part thereof in the name of the whole and thereupon this lease and the term hereby created shall immediately cease and determine without releasing the Lessee in respect of any breach non-observance or non-performance of any covenant condition or stipulation herein contained or implied.

22. THE covenants and provisions implied in leases by the Property Law Act 1952 and the Land Transfer Act 1952 or any statutory amendment thereof shall be negated or modified in respect of this lease insofar as the same are or may be inconsistent with the covenants and provisions herein expressed and in particular the proviso to subsection (a) of Section 106 of the Property Law Act 1952 shall not be implied herein.

23. THIS Lease is granted on the express condition that the Lessee continues to function actively for any of the purposes of or incidental to the Agricultural and Pastoral Societies Act 1908 or under any Act or Acts passed in substitution therefor AND in the event of the Lessee at any time ceasing to function actively for such purpose 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 or ten or more members of the Lessee shall during the currency of this lease or any renewal thereof cause a Charitable Trust Board to be incorporated under the Charitable Trust Act 1957 or any Act or Acts passed in substitution therefor having substantially the same objects and powers as the Lessee then upon the request of the Lessee the Lessor shall consent to this lease or any renewal thereof as the case may be being assigned by the Lessee to such incorporated charitable trust board **PROVIDED ALWAYS** that if any dispute shall arise as to whether such charitable trust board has substantially the same objects and powers as the Lessee then such dispute shall be submitted to arbitration in accordance with the provisions of Clause 25 of this lease **AND PROVIDED FURTHER** in the event of such charitable trust board after the assignment of this lease or any renewal thereof as hereinbefore provided ceasing to function actively in terms of its constitution during the currency of any lease or renewal as abovementioned then such failure to function shall be deemed to be a breach hereof entitling the Lessor to exercise the powers to re-enter as set out in Clause 21 hereof.

24. THE Lessor will in each year of the said term make to the Lessee for the general purposes thereof a grant being the equivalent of the amount of rates charged and paid as herein provided.

25. THAT in case of any difference or dispute arising as to any clause matter or thing herein contained or implied or the construction of these presents or arising in any way in respect of this lease such difference or dispute shall be decided by an arbitrator if the parties can agree upon the appointment of one person and if otherwise then by the arbitration of two indifferent persons one to be appointed by each party hereto or of the umpire to be chosen by the arbitrators before entering on the consideration of such difference or dispute **AND** if in any such dispute either party shall neglect to appoint an arbitrator without fourteen (14) days after a notice in writing shall have been given to such party by the other party or left at the last known place of business or abode of such party or shall appoint an arbitrator who shall refuse to act then the arbitrator appointed by the other party shall make a final decision alone **AND** every such arbitration shall be subject to the provisions in that behalf contained in the Arbitration Act 1996 or any then subsisting statutory modification thereof.

26. IF the Lessee has paid the rent reserved by this lease and observed and performed all the covenants and conditions on its part contained herein then it may upon giving one month's notice in writing to the Lessor purchase the demised premises on the following terms –

- (a) The purchase price payable will be ONE DOLLAR (\$1.00) such to be paid at the expiration of one calendar month from the giving of notice of intention to purchase.
- (b) An agreement for sale and purchase shall be drawn up by the solicitors to the Lessor incorporating the provisions of this lease as to the sale and incidental matters and generally contain such other provisions as are usually inserted in agreements for sale and purchase of properties in the nature of the demised premises by solicitors practicing at Whangarei.

THE SCHEDULE HEREINBEFORE REFERRED TO

Authorised Uses

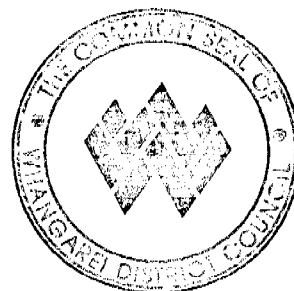
1. All activities which it may engage in pursuant to its rules.
2. All activities it may be engaged in in carrying out the objectives of A. & P. Society as defined in the Agricultural and Pastoral Societies Act 1908 and amendments or an Act or Acts passed in substitution therefore.
3. The construction and operation of yards, pens, stalls, boxes or paddocks for the temporary accommodation of "livestock" as defined in the Agricultural and Pastoral Societies Act 1908 and amendments or any Act or Acts passed in substitution therefore.
4. The holding of any show, exhibition, exposition, auction, sale or display of any type.

5. The conduct of specialist tuition, craft schools, recitals film shows, fashion modelling, concerns, musical recitals, conventions, meetings, religious activities, fair ground amusements.
6. Administration offices, caretakers flat, parking of vehicles, the construction and storage of scenery, stalls, partitions, flooring, stage props or other items pertinent to the conduct of the activities of the A. & P. Society or of its tenants.
7. The storage of vehicles, goods, materials, stock in trade, scenery, foodstuffs or other items connected with the conduct of any of the activities listed above.
8. The conduct of sports and recreational activities, both indoor and outdoor.
9. The conduct of ballroom, ballet, creative or other forms of dancing and the tuition of such dancing.
10. The operation of a camping ground and associated amenities for the temporary accommodation of users of the park.
11. To hold a licence under the Sale of Liquor Act 1989.
12. The erection of such buildings as are authorised by Clause 5 hereof.

IN WITNESS WHEREOF these presents have been executed this *Eighteenth*
of *September* 200*2*

day *18th*

THE COMMON SEAL of THE)
WHANGAREI DISTRICT COUNCIL)
was hereto affixed pursuant to Standing)
Order 4.5.2 this *18th* day of *September*)
200*2* in the presence of:)



[Signature]

Administration Manager

THE WHANGAREI AGRICULTURAL AND PASTORAL SOCIETY the abovedescribed Lessee **DOTH HEREBY ACCEPT** this lease of the abovedescribed land **TO BE HELD** by it as tenant upon and subject to the covenants conditions and stipulations set forth.

THE COMMON SEAL of THE
WHANGAREI AGRICULTURAL
AND PASTORAL SOCIETY was
hereunto affixed pursuant to a
resolution of the Executive Committee
of the Society passed on the 22nd
day of August 2001
in the presence of:




J. L. Egan (President)

J. H. H. H. (Vice President)

L. H. H. H. (Executive Director)

MEMORANDUM OF LEASE

Correct for the purposes of the Land
Transfer Act 1952



.....
Solicitor for the Lessee

THE WHANGAREI DISTRICT COUNCIL

(Lessor)

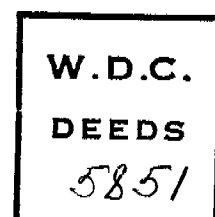
**THE WHANGAREI AGRICULTURAL
AND PASTORAL SOCIETY**

(Lessee)

Particulars entered in the Registers as
shown herein on the date and at the time
endorsed below.

.....
Assistant/District Land Registrar of the
District of North Auckland

THOMSON WILSON
SOLICITORS
WHANGAREI
WCC R.101



7.1 Benchmarking – Australasian Local Government Performance Excellence Program

Meeting: Whangarei District Council
Date of meeting: 26 April 2018
Reporting officer: Alan Adcock (General Manager – Corporate/CFO)

1 Purpose

To provide Council with sector wide benchmarking data.

2 Recommendation

That Whangarei District Council notes the Australasian Local Government Performance Excellence Program benchmarking report.

3 Background

In late 2017 Whangarei District Council participated in a sector wide benchmarking survey conducted by PwC – the Australasian LG Performance Excellence Program. This is a comprehensive and detailed survey covering many aspects of council operations, including Workforce, Finance, Operations, Service Delivery, Risk Management, Corporate Leadership and Asset Management.

There were 126 participating councils across New South Wales, Western Australia, South Australia and New Zealand. They covered a wide range of jurisdictions, size, type and scope (measured by revenue), with WDC being one of:

- 27 New Zealand councils
- 88 medium sized councils (between 10,000 and 100,000 residents)
- 44 rural (as opposed to metropolitan or regional) councils
- 33 with revenue between \$100 million and \$200 million.

The benchmarking report is attached in its entirety with the following disclaimer:

"The information, statements, statistics and commentary contained in this report are of a general nature and have been prepared from data provided by Participating Councils. The reliability, accuracy or completeness of this information has not been independently verified. Accordingly, whilst the statements made in this report are given in good faith, no one should act on the basis of this report without obtaining specific advice and PwC does not accept any responsibility for the consequences of any person's use of or reliance on the report (in whole or in part) or any reference to it."

4 Discussion

The report contains a significant amount of data that compares WDC to its peers across a wide range of issues. It does not attempt to rank or assess participating councils; rather it presents data that allows comparisons on some key metrics. Whether these measures are good or bad will depend on the priorities of the individual council and the expectations and resources of its community.

As this is the first year WDC has participated in the survey there is no trend data yet. This will provide useful insights in the future if participation is repeated.

In general terms, the report is consistent with other benchmarking data reported previously, demonstrating that WDC is able to provide core services to our community within relatively modest means.

Going forward, the report provides a useful resource for resource allocation and the prioritisation of internal service improvements by management.

5 Significance and engagement

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

6 Attachment - under separate cover

Australasian Local Government Performance Excellence report
(document link [PRO257-1887625476-34](#))

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
8.1	Closed Minutes Council 29 March 2018	Good reason to withhold information exists under Section 7 Local Government Official Information and Meetings Act 1987	Section 48(1)(a)
8.2	Closed Minutes Extra ordinary Council 12 April 2018		
8.3	Bad Debts to Write Off		
8.4	Bream Bay Landowners Agreement		

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
8.1	For reasons stated in the open minutes	
8.2	For reasons stated in the open minutes	
8.3	To protect the privacy of natural persons including that of a deceased person.	Section 7(2)(a)
8.4	To maintain legal professional privilege To enable the council to carry on without prejudice or disadvantage negotiations	Section 7(2)(c)(i) Section 7(2)(g)

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.