

Agenda

Kaiapoi-Tuahiwī Community Board

Monday 19 February 2024

4pm

Kaikanui Room
Ruatanīwha Kaiapoi Civic Centre
176 Williams Street, Kaiapoi

Members:

Jackie Watson (Chairperson)

Sandra Stewart (Deputy Chairperson)

Neville Atkinson

Tim Bartle

Al Blackie

Tracey Blair

Russell Keetley



WAIMAKARIRI
DISTRICT COUNCIL

AGENDA CONTENTS – KAIAPOI-TUAHIWI COMMUNITY BOARD MEETING

| <u>Item Number</u> | <u>Item Topic</u> | <u>Page numbers</u> |
|---------------------------|---|----------------------------|
| 3 | Confirmation of Minutes | |
| 3.1 | Minutes of 11 December 2023 | 8-17 |
| 6 | Staff Reports | |
| 6.1 | Ground Lease Satisfy Food Rescue and Youth Development and Opportunities Trust | 18-144 |
| 6.2 | Northern Pegasus Bay Bylaw Review – Hearing Panel Representation | 145-152 |
| 6.3 | Application to the Kaiapoi-Tuahiwi Community Board’s 2023/24 Discretionary Grant Fund | 153-177 |
| 6.4 | Approval of the Kaiapoi-Tuahiwi Community Board Plan 2023 | 178-200 |
| 7 | Correspondence | |
| 7.1 | Letter from P Croucher regarding McGarry History | 201-203 |
| 7.2 | Memo regarding the Kaiapoi Night Market Proposal | 204 |
| 7.3 | Memo regarding Childrens Day Event | 205 |

AGENDA FOR THE MEETING OF THE KAIAPOI-TUAHIWI COMMUNITY BOARD TO BE HELD IN THE KAIKANUI ROOM, RUATANIWHA KAIAPOI CIVIC CENTRE, 176 WILLIAMS STREET, KAIAPOI ON MONDAY 19 FEBRUARY 2024 AT 4PM.

**RECOMMENDATIONS IN REPORTS ARE NOT TO BE CONSTRUED AS
COUNCIL POLICY UNTIL ADOPTED BY THE COUNCIL**

BUSINESS

PAGES

1 APOLOGIES

2 CONFLICTS OF INTEREST

3 CONFIRMATION OF MINUTES

3.1 Minutes of the Kaiapoi-Tuahiwi Community Board – 11 December 2023

8-17

RECOMMENDATION

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Confirms** the circulated Minutes of the Kaiapoi-Tuahiwi Community Board meeting, held 11 December 2023, as a true and accurate record.

3.2 Matters Arising (From Minutes)

4 DEPUTATIONS AND PRESENTATIONS

4.1 Dr Martinez – Blue Zone

Dr Martinez will be in attendance to speak to the Board.

5 ADJOURNED BUSINESS

Nil.

6 REPORTS

6.1 Ground Lease Satisfy Food Rescue and Youth Development and Opportunities Trust – Isibea Clark (Project Manager Community and Recreation)

18-144

RECOMMENDATION

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** Report No. 240116004847.
- (b) **Approves** the awarding of a ground lease to Satisfy Food Rescue at the Kaiapoi Community Hub located at 38 Charters Street for a term of 30 years.
- (c) **Approves** the concept design from Satisfy Food Rescue.
- (d) **Approves** the awarding of a ground lease to the Kaiapoi Youth Development and Opportunities Trust (YDOT) at the Kaiapoi Community Hub located at 38 Charters Street for a term of 30 years.
- (e) **Approves** the concept design from Youth Development and Opportunities Trust (YDOT).
- (f) **Approves** the design guidelines for the Kaiapoi Community Hub.
- (g) **Approves** delegated authority to the General Manager of Community and Recreation to finalise lease negotiations with interested parties.
- (h) **Approves** delegated authority to the General Manager of Community and Recreation to sign of the final design.
- (i) **Approves** no charges to be incurred for use of the Community Hub Central Lawn for lessees of the Kaiapoi Community Hub for events and activities which Council considers to be community-based and non-commercial.
- (j) **Notes** the lease fee will only be paid if requested (\$1.00 per annum) to fall in line with other community lease agreements, as determined by Council.
- (k) **Notes** that there are slight differences between the lease agreements this reflects the feedback received from the groups as well as the different activities they carry out. However, general conditions are the same.
- (l) **Notes** that Consultation regarding the master plan for the Community Hub was undertaken with the community in late 2021. The location of the proposed buildings on this site is in line with this consultation.
- (m) **Notes** that costs associated with the development of the leased areas will lie with each individual group and the Lessee must ensure that works comply with the site Design Guidelines attached to this report.
- (n) **Notes** Staff have also engaged with Kaiapoi Menz Shed regarding a lease agreement at the Kaiapoi Community Hub however have not received their lease feedback as they are awaiting independent legal advice. This will be bought back to the Kaiapoi Tuahiwi Community Board for approval to grant a ground lease and concept plan when available.
- (o) **Notes** that any lease would be subject to a two-year period to start their build to enable the Groups to raise the funds it needs for the project.

6.2 **Northern Pegasus Bay Bylaw Review – Hearing Panel Representation – Sylvia Docherty (Senior Policy Analyst)**

145-152

RECOMMENDATION

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** Report No. 231114183168.
- (b) **Appoints** Board Member, to the Northern Pegasus Bay Bylaw 2016 (amended 2023) Hearing Panel to hear submissions on the Bylaw and to recommend decisions to the Council (meeting dates to be confirmed).
- (c) **Notes** that this consultation will inform development of a Statement of Proposal for the Proposed Northern Pegasus Bay Bylaw 2024. The Statement of Proposal will be made available to the wider public for input through the Special Consultative Procedure required by the Local Government Act 2002.
- (d) **Notes** that the Northern Pegasus Bay Bylaw 2016 (amended 2023) will not be required to be formally reviewed for another 10 years.

6.3 **Application to the Kaiapoi-Tuahiwi Community Board's 2023/24 Discretionary Grant Fund – Kay Rabe (Governance Advisor)**

153-177

RECOMMENDATION

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** report No. 240110002246.
- (b) **Approves** a grant of \$..... to Northern Phoenix Paddling Club towards the purchasing of Go Pro cameras and holders.
OR
- (c) **Declines** the application from the Northern Phoenix Paddling Club.
- (d) **Approves** a grant of \$..... to Waimakariri Community Arts Council – Kaiapoi's Art on the Quay towards the promotion of exhibitions.
OR
- (e) **Declines** the application from the Waimakariri Community Arts Council – Kaiapoi's Art on the Quay.

6.4 **Approval of the Kaiapoi-Tuahiwi Community Board Plan 2023 – Kay Rabe (Governance Advisor)**

178-200

RECOMMENDATION

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** report No. 240112003407.
- (b) **Approves** the Kaiapoi-Tuahiwi Community Board Plan 2022-25 (Trim 23030803183).
- (c) **Authorises** the Chairperson to approve the final version of the Kaiapoi-Tuahiwi Community Board Plan 2023 update, if any further minor editorial corrections are required.

7 CORRESPONDENCE

- 7.1 Letter from P Croucher regarding McGarry History
- 7.2 Memo regarding the Kaiapoi Night Market Proposal
- 7.3 Memo regarding Childrens Day Event

201-205

RECOMMENDATION

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** the correspondence.

8 CHAIRPERSON'S REPORT

8.1 Chairperson's Report for January 2024

The Chairperson will provide a verbal update.

RECOMMENDATION

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** the verbal report from the Kaiapoi-Tuahiwi Community Board Chairperson.

9 MATTERS REFERRED FOR INFORMATION

- 9.1 Woodend-Sefton Community Board Meeting Minutes 4 December 2023.
- 9.2 Oxford-Ohoka Community Board Meeting Minutes 6 December 2023.
- 9.3 Rangiora-Ashley Community Board Meeting Minutes 13 December 2023.
- 9.4 Mandeville Resurgence and Channel Diversion Upgrade Project – Report to Council Long Term Plan Budget Meeting 30 January 2024 – Circulates to the Oxford-Ohoka Community Board.
- 9.5 Draft 2024 Utilities and Roading Management Plans – Report to Council Long Term Plan Budget Meeting 30 January 2024 – Circulated to all Boards.

RECOMMENDATION

THAT the Kaiapoi-Tuahiwi Community Board

- (a) Receives the information in Items.9.1 to 9.5.

Note:

- 1. *The links for Matters for Information were previously circulated to members as part of the relevant meeting agendas.*

10 MEMBERS' INFORMATION EXCHANGE

The purpose of this exchange is to provide a short update to other members in relation to activities/meetings that have been attended or to provide general Board related information.

11 CONSULTATION PROJECTS

11.1 Community Development

Consultation closes Friday 16 February 2024.

<https://letstalk.waimakariri.govt.nz/community-development>

11.2 Oxford Off-Leash Dog Exercise Area

Consultation closes Sunday 18 February 2024.

<https://letstalk.waimakariri.govt.nz/oxford-off-leash-dog-exercise-area>

11.3 Northern Pegasus Bay Bylaw

<https://letstalk.waimakariri.govt.nz/northern-pegasus-bay-bylaw>

11.4 Pegasus Bay Beach Users Survey 2023/24

<https://letstalk.waimakariri.govt.nz/pegasus-bay-beach-users-survey-2023-24>

12 BOARD FUNDING UPDATE

12.1 Board Discretionary Grant

Balance as at 31 January 2024: \$3,407.

12.2 General Landscaping Budget

Balance as at 31 January 2024: \$26,790.

13 MEDIA ITEMS

14 QUESTIONS UNDER STANDING ORDERS

15 URGENT GENERAL BUSINESS UNDER STANDING ORDERS

NEXT MEETING

The next meeting of the Kaiapoi-Tuahiwi Community Board will be held at the Ruataniwha Kaiapoi Civic Centre on Monday 18 March 2024 at 4pm.

Workshop

- *Members Forum*
 - *LTP Workshop Schedule – Kay Rabe (Governance Advisor)*

MINUTES FOR THE MEETING OF THE KAIAPOI-TUAHIWI COMMUNITY BOARD HELD IN THE KAIKANUI ROOM, RUATANIWHA KAIAPOI CIVIC CENTRE, 176 WILLIAMS STREET, KAIAPOI ON MONDAY 11 DECEMBER 2023 AT 4PM.

PRESENT

S Stewart (Chairperson), N Atkinson (4.25pm), A Blackie, T Bartle, T Blair and R Keetley.

IN ATTENDANCE

B Cairns and P Redmond (4.25pm) (Kaiapoi-Woodend Ward Councillors).

C Brown (General Manager Community and Recreation), M McGregor (Senior Advisor, Community and Recreation), C Taylor-Claude (Parks Officer, Greenspace), T Stableford (Landscape Architect), D Lewis (Land Drainage Engineer), K Rabe (Governance Advisor) and A Connor (Governance Support Officer).

There were two members of the public present.

1 APOLOGIES

Moved: S Stewart

Seconded: A Blackie

Apologies for absence from J Watson and for early departure from N Atkinson and P Redmond, who left the meeting at 4.25pm, were received and sustained.

CARRIED

2 CONFLICTS OF INTEREST

B Cairns declared a conflict of interest for item 5.1 "Adjourned Business" as he was a Trustee of the Food Forest.

3 CONFIRMATION OF MINUTES

3.1 Minutes of the Kaiapoi-Tuahwi Community Board – 20 November 2023

Moved: N Atkinson

Seconded: R Keetley

THAT the Kaiapoi-Tuahwi Community Board:

- (a) **Confirms** the circulated Minutes of the Kaiapoi-Tuahwi Community Board meeting, held 20 November 2023, as a true and accurate record.

CARRIED

3.2 Matters Arising (From Minutes)

There were no matters arising from the minutes.

3.3 Workshop Notes of the Kaiapoi-Tuahwi Community Board – 20 November 2023

Moved: S Stewart

Seconded: N Atkinson

THAT the Kaiapoi-Tuahwi Community Board:

- (a) **Receives** the circulated Notes of the Kaiapoi-Tuahwi Community Board workshop, held 20 November 2023.

CARRIED

PUBLIC EXCLUDED MINUTES (Refer to public excluded agenda)

3.4 **Minutes of the public excluded portion of the Kaiapoi-Tuahiwi Community Board meeting held on 20 November 2023**

4 DEPUTATIONS AND PRESENTATIONS

There were no deputations.

5 ADJOURNED BUSINESS

5.1 **Kaiapoi Food Forest Education Shelter – C Taylor-Claude (Parks Officer, Greenspace) and M McGregor (Senior Advisor Community and Recreation)**

This report was left to lie on the table at the previous meeting to enable staff to investigate maintenance cost for public toilets in the area.

C Taylor-Claude spoke to her information memorandum which was tabled (Trim Ref: 231206196442) and highlighted that if the toilet was to become a Council asset the cost for cleaning the toilet would be \$13.94 per week. However the Trust had indicated that it was prepared to maintain the toilet and the toilet would have restricted access.

Moved: A Blackie

Seconded: T Bartle

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** Report No. 231110180701.
- (b) **Approves** the instalment of an education shelter at Kaiapoi Food Forest.
- (c) **Approves** the installation of signage indicating the direction of the public toilets at Norman Kirk Park.
- (d) **Notes** that staff would work with the Food Forest Trust to ensure that appropriate communication was sent out to the wider public should the shelter and toilet be supported by the Kaiapoi-Tuahiwi Community Board.
- (e) **Notes** that the shelter, once built, would be owned and maintained by the Food Forest Trust.
- (f) **Notes** that there was public toilet provision located at the changing rooms at Norman Kirk Park within 300 metres of this proposal, hence a public toilet at this location would exceed Levels of Service.
- (g) **Notes** that in March 2022 the Kaiapoi-Tuahiwi Community Board approved in principle the footprint of a shelter at the Kaiapoi Food Forest.

AND

THAT the Kaiapoi-Tuahiwi Community Board recommends:

THAT the Council:

- (h) **Approves** the construction of an appropriate toilet at the Kaiapoi Food Forest.

CARRIED

A Blackie understood why staff had concerns regarding the installation of a toilet however the Trust was paying for and maintaining the toilet. T Bartle concurred.

6 REPORTS

6.1 Pines Beach Playground Relocation Consultation Feedback – T Stableford (Landscape Architect)

T Stableford stated the report sought approval the relocation and construction of the Pines Beach Playground. Feedback received had been largely positive and as a result no changes had been made to the concept plan which had been presented to the Board in September 2023.

P Redmond recalled that a report had come to the Board regarding the relocation of equipment and questioned if he was correct. C Brown clarified a report came to the Board for approval to go to consultation however no works had yet been done.

T Bartle questioned how serious the flooding was during winter and if staff were confident relocating the playground would make a difference. T Stableford replied there were no measurements to the amount of flooding however all through winter the playground was unusable. C Brown noted there was no way to be positive flooding would not occur at the new location however staff had gone over 100ml in height over the recommendation by drainage staff. It was the best solution for the location.

Moved: N Atkinson

Seconded: A Blackie

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** Report No. TRIM 231128190554.
- (b) **Approves** the Pines Beach playground relocation plan for implementation (*Pines Beach Playground Relocation Concept Plan TRIM 230908140076*).
- (c) **Notes** that Council's Community and Recreation Committee had approved the reallocation of \$28,350 from the Reid Memorial project budget to the Pines Beach playground relocation project budget. There was therefore a budget of \$118,350 available for the relocation of the Pines Beach Playground.
- (d) **Notes** that staff had developed a cost estimate for the playground relocation which was within the available budget of \$118,350.

CARRIED

N Atkinson stated the relocation was needed however it would have to be further consideration of where playgrounds were located in the future given sea level rise and increased rain events.

6.2 Tree Removal Along No 7 Drain – Flaxton Road – D Lewis (Land Drainage Engineer)

D Lewis noted this report was for information as Flaxton Road was on the boundary between the Rangiora-Ashley Community Board and the work would be carried out on the Rangiora side of the boundary. Branches and roots were currently intruding into the drain and causing erosion. Given the expense of removing the trees, traffic management issues, the proximity to the road and the generosity of the adjacent landowner, the option of thinning the trees and removing every second one would be inefficient. The bank would be replanted in line with the Drain Maintenance Management Plan with flax and other native plantings. Initial discussion with the Anglican Church, in relation to the adjacent cemetery, indicated they were in favour of the works happening.

B Cairns questioned if it would be possible to plant natives in between the trees prior to removing the existing trees and if that would have any effect on traffic management costs. D Lewis responded that to plant replacement plantings between the trees or to thin the trees and then come back to remove the trees at a later date doubled the costs and disruption to the landowner.

B Cairns then sought clarity on if poisoning the stumps would have an impact on aquatic life within the stream. D Lewis clarified it would not as the poison would either be injected or cover the stump with paste which killed the tree without contaminating the waterway.

S Stewart noted oak trees had been established along Flaxton Road just prior to the start of the section under discussion and questioned if it would be possible to work with Keep Rangiora Beautiful to continue the planting of oak trees to create an avenue effect. D Lewis stated it had not been considered as the plantings currently proposed would be those identified in the drainage maintenance management plan.

Moved: A Blackie Seconded: S Stewart

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** Report No. 231129192154.
- (b) **Notes** work was planned to remove willow trees growing along Flaxton Road.
- (c) **Notes** staff propose to off-set some loss of habitat with native riparian planting.
- (d) **Notes** no works would be undertaken from within the cemetery without consent of the Anglican Parish of Kaiapoi.

AND

THAT the Kaiapoi-Tuahiwi Community Board requests:

THAT the Rangiora-Ashley Community Board:

- (e) **Considers** requesting staff to work with Keep Rangiora Beautiful and the landowner to continue the line of Oaks already on the boundary of the property to establish an avenue effect as part of the replanting of the area.

CARRIED

S Stewart support doing all the work at one time to minimise disruptions. She would like to see possibility of the oak tree planting being extended.

6.3 **Application to the Kaiapoi-Tuahiwi Community Board's 2023/24 Discretionary Grant Fund – K Rabe (Governance Advisor)**

K Rabe reported the North Canterbury Pony Club was holding a three-day event and were seeking funding towards first aid services.

R Keetley asked if the Club had applied to any other Community Boards. K Rabe replied the Club had applied to the Rangiora-Ashley Community Board for funding towards building new jumps.

Moved: A Blackie Seconded: T Bartle

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** report No. 231122187442.
- (b) **Approves** a grant of \$750 to North Canterbury Pony Club towards providing on-site first aid services.

CARRIED

7 CORRESPONDENCE

Nil.

8 **CHAIRPERSON'S REPORT**

8.1 **Chairperson's Report for November and December 2023**

- Visited the Kaiapoi Croquet Club along with Mayor Gordon, C Brown and M McGregor.
- Attended the Waimakariri Summit Meeting. Received a workshop on future path for land use and biodiversity, climate action, and water and coast.
- Attended a meeting with M McGregor and M Garrod regarding Waimakariri Public Arts Trust matters.
- Kaiapoi Christmas Parade.
- Attended Waimakariri Public Arts Trust final meeting for the year.
- Attended Mayor's Morning Tea.
- Greenspace meeting regarding Norman Kirk Reserve and discussions with potential event organisers for using the space.
- Kaiapoi-Tuahiwi Community Board Christmas Dinner.
- Kaiapoi Community Garden Morning Tea.
- Pines and Kairaki Beaches Association Christmas Drinks.
- All Together Kaiapoi Christmas Lunch.

Moved: S Stewart

Seconded: A Blackie

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** the previously circulated report from the Kaiapoi-Tuahiwi Community Board Chairperson.

CARRIED

9 **MATTERS REFERRED FOR INFORMATION**

- 9.1 Oxford-Ohoka Community Board Meeting Minutes 8 November 2023.
- 9.2 Commissioner Recommendation Private Plan Change 31 – Report to Council Meeting 7 November 2023 – Circulates to all Boards.
- 9.3 Northern Pegasus Bay Bylaw Review Seeking Approval for Consultation – Report to Council Meeting 7 November 2023 – Circulates to the Kaiapoi-Tuahiwi Community Board, Rangiora-Ashley Community Board and Oxford-Ohoka Community Board.
- 9.4 Adoption of Road Reserve Management Policy – Report to Council Meeting 7 November 2023 – Circulates to all Boards.
- 9.5 Adoption of Waimakariri District Community Outcomes – Report to Council Meeting 7 November 2023 - Circulates to all Boards.
- 9.6 Adoption of Waimakariri District Strategic Priorities – Report to Council Meeting 7 November 2023 – Circulates to all Boards.
- 9.7 Waimakariri Economic Development Strategy for Adoption – Report to Council Meeting 7 November 2023 – Circulates to all Boards.
- 9.8 Health, Safety and Wellbeing Report October 2023 – Report to Council Meeting 7 November 2023 – Circulates to all Boards.
- 9.9 Annual Report for Enterprise North Canterbury for the year ending 30 June 2023 – Report to Audit and Risk Committee Meeting 14 November 2023 – Circulates to all Boards.

- 9.10 Enterprise North Canterbury (ENC) Strategic Plan Update – Report to Audit and Risk Committee Meeting 14 November 2023 – Circulates to all Boards.
- 9.11 Annual Report for Te Kohaka o Tuhaitara Trust for the year ended 30 June 2023 – Report to Audit and Risk Committee Meeting 14 November 2023 – Circulates to all Boards.
- 9.12 Cam River Enhancement Fund Proposed Projects and Update – Report to Utilities and Roading Committee Meeting 21 November 2023 – Circulates to the Rangiora-Ashley Community Board and Kaiapoi-Tuahiwi Community Board.
- 9.13 Water Quality and Compliance Annual Report 2022-23 – Report to Utilities and Roading Committee Meeting 21 November 2023 – Circulates to all Boards.
- 9.14 Cam River / Ruataniwha Report – Report to Utilities and Roading Committee Meeting 17 October 2023 – Circulates to all Boards.
- 9.15 July 2023 Flood Recovery Progress Update – Report to Utilities and Roading Committee Meeting 21 November 2023 – Circulates to all Boards.
- 9.16 Roading and Transport Activity Update – Report to Utilities and Roading Committee Meeting 21 November 2023 – Circulates to all Boards.

PUBLIC EXCLUDED

- 9.17 Kaiapoi Historic Railway Station Building Relocation – Railway Heritage Precinct Budget and Capital Contribution – Report to Council Meeting 7 November 2023 – Circulates to the Kaiapoi-Tuahiwi Community Board.

Moved: S Stewart

Seconded: T Bartle

THAT the Kaiapoi-Tuahiwi Community Board

(a) Receives the information in Items.9.1 to 9.16.

(b) Receives the separately circulated public excluded information in item 9.17.

CARRIED

10 MEMBERS' INFORMATION EXCHANGE

T Blair

- Attended the Kaiapoi Santa Parade.
- Assisted with Toot for Tucker donation collection. There was an amazing response with food donations.
- Attended the monthly Darnley Club meeting.

B Cairns asked if they were still struggling for volunteers. T Blair responded they were not struggling for volunteers at this stage.

- Attended annual Christmas Party for friends at the Darnley Club.

T Bartle

- Attended North Canterbury Neighbourhood Support meeting.
- Attended the Kaiapoi Santa Parade.
- Attended Health Advisory Group meeting. Discussed the potential date for beginning construction.
- Attended Mayor's morning tea. It was wonderful recognising the involvement of the community.
- Attended the All Boards Workshop.
- Drove the car for the North Canterbury Neighbourhood Support in the Rangiora Santa parade.

A Blackie

- River Carnival Committee had been set up. Also met with Belfast Kaiapoi Rotary. It would take place on Sunday 3 March 2024.
- Three five knot Buoys for the Kaiapoi River had arrived and the Harbour Master was seeking funding to set up an onsite compliance officer to monitor the ramps.

B Cairns questioned if there would be additional signage regarding the new five knot buoys. A Blackie replied that he was unsure however one would be at the mouth, one at Askeaton and the other near the Suft Life Saving club.

- Silverstream Committee meeting. They had a very successful year.
- The Te Kohaka o Tuhaitara Trust Kairaki sections uptake had been slow. There was large initial interest however the Development Contribution costs had caused many to not pursue their interest.

R Keetley

- Attended the Kaiapoi Santa Parade.
- Attended the Museum and Historical Society monthly meeting.
- All Boards Workshop, very interesting.
- Kaiapoi RSA special Annual General Meeting.

Brent Cairns

- Attended Community CCTV camera meeting in Pegasus. Already had \$100 raised. Funds were being held by North Canterbury Neighbourhood Support who had set up separate accounts for all of the communities that want cameras.
- Community Development forum was well run, and great ideas came from the meeting. Collation of feedback would be going to out in the next few weeks for additional feedback.
- Invited to attend NZRT12 Christmas event for all volunteers responding to weather events in the district and throughout New Zealand.
- All together Kaiapoi monthly meeting – Waitangi Day was being planed along with welcome bags being delivered to 120 new residents.
- Attending Model Boat race on Pegasus Lake.
- Attended North Canterbury Neighbourhood Support monthly meeting, finalised strategy and action plans for 2024 and the next five years.
- Visited Te Mataura school in Rangiora, who were interested in starting a food forest on site.
- Attended Kaiapoi Christmas Parade. Was a well-attended and well-run event. Would be looking like tunnig a profit as they sold \$5 wrist bands for children to go on all activities.
- Attended Ronel's Community Cuppa.
- Attended Food Secure North Canterbury forum as well as monthly meeting. Would be looking forward to supporting the creation of how to/educational videos and events, lobbying initiatives that helped with food insecurity and connecting groups.
- Attended Williams Street Councillor gathering to consider/discuss new building heights.
- Attended Migrants Meetings one of the discussion points was what Queenstown was doing in welcoming people to the community.
- Attended meetings regarding Promotions Associations and the way forward along with sitting in with Kaiapoi Promotions to get a better understanding of how things were done.
- Auckland Council staff member visited to gather information about the process from Waimakariri District Council's point of view when areas were red zoned. Auckland were about to start making house and land offers to people in flood prone and at risk areas.

- Attended High attended speed management plan drop-in session.
- Attended Dudley Park opening of the new amenities that had been installed. The Youth Council had done an amazing job of leading the project.
- Police had been doing breath checks, previous figures were one in 100 was the ratio for finding people over the limit. In Christchurch it was one in 200 people over the limit. After doing additional breath testing they found one in 20 drivers were over the limit in the Waimakariri. Rangiora was the only location with a rainbow vehicle in Canterbury.

S Stewart questioned if this would be a media item. B Cairns was unsure.

T Bartle asked if the reason for such high numbers of drivers testing over the limit was due to a lack of visibility of the police. B Cairns noted it could be however they had now increased their visibility by 70%.

S Stewart

- Environment Canterbury had proposed an extra \$15m in their Long Term Plan for Ashley/Rakahuri River rating. This would be additional to District Council rates.

Philip Redmond

- Local Government New Zealand Wellington – Future for Local Government and Rural and Provincial.
- Attended Speed Management Plan Drop-in Session at Oxford, Woodend and Kaiapoi.
- Ronel's Community Cuppa – Waiora Links Community Trust. Christmas event at Woodend Community Centre with the Mayor and Santa as special guests.
- Christchurch City Council People, Places and Perking workshops – the role of parking in cities and alternatives. Presenters from Complete Streets and Transport Planning.
- Viva City Video Presentation – Data collection using AI.
- Environmental Volunteer Showcase – Victoria Park, environmental groups, ecology activities games etc – poorly attended but great event.
- District Licencing Committee training session.
- North Canterbury Sport and Recreation Trust Annual General Meeting ad monthly meeting. Successful year with good gym numbers. They were exploring other opportunities.
- Public Transport Futures – Discussion with Environment Canterbury Chair and staff. Long Term Plan discussion regarding average bus fares. Discussed Oxford and orbiter services as options and investigate.
- Waimakariri Public Arts Trust Exhibition in Council Foyer.
- Rooding Field Trip to Lees Valley.
- Woodpecker Christmas Event.
- CCTV meeting in Pegasus.
- Site inspection at Williams Street – floor level heights 2.7 to 3.2m above datum.
- Environment Canterbury Summit – climate focus.
- Rangiora Art Society opening at Charles Upham Village. It was well attended.
- Kaiapoi Fire Station official opening – cost \$8m. the brigade attended around 250 incidents per annum.
- Royal Commonwealth Society Christmas Lunch at Riccarton House.
- Ashley River Rating District Meeting.

- Cones Road Drainage Group meeting.

11 CONSULTATION PROJECTS

Nil.

12 BOARD FUNDING UPDATE

12.1 Board Discretionary Grant

Balance as at 30 November 2023: \$4,157.

12.2 General Landscaping Budget

Balance as at 30 November 2023: \$26,790.

13 MEDIA ITEMS

14 MATTERS TO BE CONSIDERED WITH THE PUBLIC EXCLUDED

In accordance with section 48(1) 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 (or sections 6, 7 or 9 of the Official Information Act 1982, as the case may be), it is moved:

Moved: S Stewart

Seconded: A Blackie

1. That the public be excluded from the following parts of the proceedings of this meeting:

Item 14.1 Confirmation of Public Excluded Minutes of Kaiapoi-Tuahiwi Community Board meeting of 20 November 2023.

The general subject of the matter to be considered while the public is excluded, the reason for passing this resolution in relation to the 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:

| Meeting Item No. and subject | Reason for excluding the public | Grounds for excluding the public- |
|--|--|---|
| 14.1 Confirmation of Public Excluded Minutes of Kaiapoi-Tuahiwi Community Board meeting of 20 November 2023 | Good reason to withhold exists under section 7 | To enable any local authority holding the information to carry on, without prejudice or disadvantage negotiations (including commercial and industrial negotiations) (s 7(2)(i)). |

CARRIED

CLOSED MEETING

The Public excluded portion of the meeting was held from 6.08pm to 6.45pm

Resolution to resume open meeting.

Moved: S Stewart

Seconded: T Bartle

THAT open meeting resumes and the business discussed with the public excluded remains public excluded as resolved.

CARRIED

OPEN MEETING

15 QUESTIONS UNDER STANDING ORDERS

16 URGENT GENERAL BUSINESS UNDER STANDING ORDERS

NEXT MEETING

The next meeting of the Kaiapoi-Tuahiwi Community Board will be held at the Ruataniwha Kaiapoi Civic Centre on Monday 19 February 2024 at 4pm.

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 4.46PM.


CONFIRMED

Chairperson

Date

Workshop – 4.47pm-4.49pm

- *Members Forum*
- *Possible placement of the Anchor, stored at water unit, in Patchina’s Walkway*
The Board agreed to leave the decision with staff, however preferred to have it out of the way to mitigate tripping hazards.

WAIMAKARIRI DISTRICT COUNCIL**REPORT FOR DECISION****FILE NO and TRIM NO:** RGN -05-24/ 240116004847**REPORT TO:** KAIAPOI TUAHIWI COMMUNITY BOARD**DATE OF MEETING:** 19th February 2024**AUTHOR(S):** Isibea Clark – Project Manager Community and Recreation**SUBJECT:** Ground Lease Satisfy Food Rescue and Youth Development and Opportunities Trust.**ENDORSED BY:**
(for Reports to Council,
Committees or Boards)

 General Manager


 Chief Executive
1. SUMMARY

- 1.1 The purpose of this report is to seek three decisions from the Kaiapoi Tuahiwi Community Board in relation to use of the Kaiapoi Community Hub site located in the Kaiapoi South Regeneration Area at 38 Charters Street.



- 1.2 The decisions sought cover leases for both Satisfy Food Rescue and the Youth Development Opportunities Trust (YDOT), approve the concept designs for both clubs and approve the design guidelines for the Kaiapoi Community Hub.
- 1.3 These leases are in alignment with the original Concept Plan and the Resource Consent for this site. The concept plan was consulted on in November 2021.
- 1.4 Staff have engaged with the above groups regarding the terms and conditions of the draft lease and have worked with them to answer questions. The groups are happy to progress with the draft lease subject to independent legal advice, it is possible that there will need to be some minor editing to be undertaken.
- 1.5 The proposed lease agreements are for a term of 30 years for an annual rent of \$1. This is the maximum lease length available under the new site's current land classification.

Attachments:

- i. Draft Lease Satisfy Food Rescue, Kaiapoi Community Hub (240207017360)
- ii. Draft Lease YDOT, Kaiapoi Community Hub (240207017370)
- iii. Proposed concept design for Satisfy Food Rescue (220523083564)
- iv. Proposed concept design for Youth Development and Opportunities (240111002761)
- v. Design Guidelines for the Kaiapoi Community Hub (231212199566)
- vi. Kaiapoi Hub Master Plan – February 2024 (240208017881)

2. RECOMMENDATION

THAT the Kaiapoi Tuahiwi Community Board:

- (a) **Receives** Report No. 240116004847.
- (b) **Approves** the awarding of a ground lease to Satisfy Food Rescue at the Kaiapoi Community Hub located at 38 Charters Street for a term of 30 years.
- (c) **Approves** the concept design from Satisfy Food Rescue.
- (d) **Approves** the awarding of a ground lease to the Kaiapoi Youth Development and Opportunities Trust (YDOT) at the Kaiapoi Community Hub located at 38 Charters Street for a term of 30 years.
- (e) **Approves** the concept design from Youth Development and Opportunities Trust (YDOT).
- (f) **Approves** the design guidelines for the Kaiapoi Community Hub.
- (g) **Approves** delegated authority to the General Manager of Community and Recreation to finalise lease negotiations with interested parties.
- (h) **Approves** delegated authority to the General Manager of Community and Recreation to sign of the final design.
- (i) **Approves** no charges to be incurred for use of the Community Hub Central Lawn for lessees of the Kaiapoi Community Hub for events and activities which Council considers to be community-based and non-commercial.
- (j) **Notes** the lease fee will only be paid if requested (\$1.00 per annum) to fall in line with other community lease agreements, as determined by Council.
- (k) **Notes** that there are slight differences between the lease agreements this reflects the feedback received from the groups as well as the different activities they carry out. However, general conditions are the same.
- (l) **Notes** that Consultation regarding the master plan for the Community Hub was undertaken with the community in late 2021. The location of the proposed buildings on this site is in line with this consultation.
- (m) **Notes** that costs associated with the development of the leased areas will lie with each individual group and the Lessee must ensure that works comply with the site Design Guidelines attached to this report.
- (n) **Notes** Staff have also engaged with Kaiapoi Menz Shed regarding a lease agreement at the Kaiapoi Community Hub however have not received their lease feedback as they are awaiting independent legal advice. This will be brought back to the Kaiapoi Tuahiwi Community Board for approval to grant a ground lease and concept plan when available.
- (o) **Notes** that any lease would be subject to a two-year period to start their build to enable the Groups to raise the funds it needs for the project.

3. **BACKGROUND**

- 3.1. The Kaiapoi Community Hub is located in the Kaiapoi South Regeneration Area at 38 Charters Street. This site is to the west of Courtenay Drive and south of Charters Street. The Kaiapoi Community Hub concept was established to provide land to not-for-profit organisations looking to build facilities that enable them to operate and conduct their activities. The co-location of community groups in one location encourages partnerships and collaboration amongst the groups as well as operational efficiencies.
- 3.2. Community consultation was undertaken during 2021 and resource consent was granted for the development of the site. Staff and stakeholders developed the master plan for the site over several months (240208017881).
- 3.3. A ground lease was approved for Kaiapoi Croquet Club in July 2023 at the Kaiapoi Community Hub Site. Construction of the croquet lawns is underway, and the Croquet Club are working closely with staff planning their move to the new site.
- 3.4. Staff have been working closely with the Kaiapoi Menz Shed, Satisfy Food Rescue and YDOT to co-locate at the community hub in Kaiapoi. All of these groups are currently located on unsuitable sites (in the long-term) and require space to continue to operate. There are positive benefits for the groups, and the wider community, in having all groups co-located at the proposed hub in Kaiapoi.
- 3.5. The Kaiapoi Community Hub provides space for a range of uses such as recreation and leisure activities, arts and hobby activities, and social and cultural activities, to co-locate and collaborate. The Hub provides a place that is open and accessible to the community and provides services and activities the community wants and needs, for the purposes of enhancing physical, mental, social and cultural wellbeing.
- 3.6. At the time of the project initiation, it was agreed that a Community Hub Trust model would be in place with all groups as members. The Trust was established to generate more funding opportunities for the building of their facilities, encourage the sharing of resources, and to play an ongoing role in the activation of the site and facilities to the Kaiapoi Community. It was also proposed under this model that the Trust would also own and maintain the buildings on site. The Croquet Club was initially interested in being part of the Trust but in early 2022 indicated that this was no longer their preference, and a decision was made to remain outside the Trust. YDOT also indicated that they wanted to be located at the hub site but not be part of the Trust. The main reason given for this position was the desire of the groups to own their own facilities. In 2023 it was agreed to place the Trust on hold which would allow the groups to progress with their planning and this will be revisited at a later date. In the absence of an overarching trust the lease agreements include 5 key values to ensure groups that co - locate at the site still enter into the ethos of the hub and ensure the benefits of colocation. These Values have been crafted in consultation with the groups currently seeking ground leases.
 - i. Connection: The Kaiapoi Community Hub is a place that is welcoming - encouraging rich diverse community connection and collaboration.
 - ii. Resourcefulness: The Kaiapoi Community Hub operates in a manner that embraces sustainability and encourages growth for the future of our community.
 - iii. Accessibility: The Kaiapoi Community Hub is accessible to everyone as a collective, community-focused resource.
 - iv. Service: The Kaiapoi Community Hub serves the community by providing a space for participation, education and knowledge sharing.
 - v. Impact: The Kaiapoi Community Hub is a thriving space that makes an immediate and lasting impact in the community.

- 3.7. Building Design Guidelines have been developed in order to create a sense of connectivity and harmony within the Kaiapoi Community Hub while ensuring the presentation and quality of the buildings is maintained. The purpose of the design guidelines is to inform the final designs of the proposed buildings and if approved will be utilised to inform future building concepts and designs on the site.
- 3.8. It is proposed that the Council make the Community Hub Central Lawn available for bookings and that lessees will be entitled to apply to book the Community Hub Central Lawn free of charge for non-commercial community-based events. If they book to use the Community Hub Central Lawn, it will have obligations under the booking terms and conditions imposed by Council not to damage and/or to repair any damage which it causes to the Community Hub Central Lawn. In line with the Community Facilities Fees and Charges Policy a Community Event is defined as an event which primary purpose is to provide an educational, social, or economic community benefit that is able to be demonstrated.
- 3.9. The lease term over the new site for the groups has been set at 30 years, as this gives the groups as much confidence as possible, the lease indicates that Council may consider a future term. It is not possible to indicate a right of renewal in the agreement without then creating a lease beyond the maximum term. The risk of the land use changing in the future is very low, this is the most security we are able to offer groups at this time.
- 3.10. Both YDOT and Satisfy Food Rescue have begun fundraising towards their build and have some funds on hand. They will continue to fundraise through grants, sponsorship and other fundraising initiatives.
- 3.11. Due to the number of buildings on the site it is the Council's intention to provide services for wastewater and water beyond the site boundary as shown in the appendix 5 of the lease. The design is currently being confirmed at which time this will be taken through the appropriate procurement processes for approval. If not approved then service provision will be provided to the site boundary only, and the lease will be updated accordingly.

Indicative leased areas:



- 3.12. Staff engaged with solicitors Corcoran French to create a draft lease agreement, including suitable terms and conditions. This Draft Deed of Lease for each group is included as an attachment to this report ('draft lease'). There are slight differences between both lease agreements due to the different operations of these groups. However, general conditions are the same. Permitted use for each group is outlined below:

Satisfy Food Rescue

Office, storage, and processing associated with procuring and redistributing perishable food to those in need in the local community and local associated community events.

YDOT

Vocational, fitness and life skills training for local youth.

- 3.13. The draft lease terms were reviewed by WDC staff and have been sent to Kaiapoi Menz Shed, Satisfy Food Rescue and YDOT. Satisfy Food Rescue and YDOT have resolved to accept the terms of the draft Deed of Lease. A copy of the draft Deed of Lease (as reviewed by the groups) is attached to this report. As noted, Kaiapoi Menz Shed have not provided feedback as yet and their lease along with their concept design will be bought back to Kaiapoi Tuahiwi Community Board seeking approval at a later date.

Lease Conditions:

All leases will be responsible for the paying of rates, rubbish collection, fire and emergency charges, water and electricity charges. Rates is not currently included as an outgoing in the draft lease but will be worked through with the groups before the lease is finalised.

If the Lease is not renewed, expires or is terminated, Council will have the right to elect, one of the following options:

- (a) **Option 1:** require the Lessee to remove the Lessee's Improvements from the Premises
- (b) **Option 2:** the Lessee's Improvements will immediately and absolutely revert to Council free from any payment or compensation to the Lessee whatsoever; or
- (c) **Option 3:** require the Lessee to sell the Lessee's Improvements to a third party, on such terms and conditions as are satisfactory to Council.

Any lease will be subject to a two-year period to commence their build to enable the Groups to raise the funds for the project. This is not currently reflected in the draft lease but will be worked through with the groups before the lease is finalised.

Groups may with the Councils written consent:

- a) assign the Lessee's interest in this Lease; or
- b) sublease all or part of the Premises.

4. ISSUES AND OPTIONS

- 4.1. Option 1: Approves recommendations contained in this report – this is the recommended option.
- Funding – Approving of the leases will allow groups to access funding opportunities towards their build. A ground lease is required from funders in order to ensure security before funding is approved.
 - Construction Planning – Approving of the leases will allow the groups to carry on with the planning of the construction, which will allow them to apply for consents required.

- Benefits of colocation and hubbing – The hubbing of facilities together is an efficient way for Council to provide infrastructure such as car parks and services. A number of these services are already complete at the site. The approval of the leases in this report will enable the development and activation of the Kaiapoi Community Hub to progress. The co locating of facilities encourages the sharing of resources and creation of partnerships between community groups making them more sustainable.

4.2. Option 2: Decline the recommendations contained in this report.

- Funding implications – Declining or delaying the lease agreement would cause a detrimental effect on the goodwill and support of major funders who have championed the project to date. This could potentially result in the loss of a significant part of the central government funding applied to the food security project. Deadlines for funders such as lotteries would also be missed which would cause further delay the fundraising efforts.
- Cost escalations for building costs – Declining of the leases will cause construction delays for these groups which may result in cost escalations which will affect the budget they have available as well as affect stakeholder relationships and engagement.
- Implications for groups based on the risks associated at their current sites - If the leases are not awarded, the need for new locations for the community groups does not abate. The proposed hub groups (YDOT and Satisfy Food Rescue) will still need a site from which to operate in the medium to long term.

4.3. The Management Team has reviewed this report and support the recommendations.

5. **COMMUNITY VIEWS**

5.1. **Mana whenua**

Te Ngāi Tūāhuriri hapū are not likely to be affected by or have an interest in the subject matter of this report. Consultation regarding the master plan for the Community Hub was undertaken with the community in late 2021, the locating of these facilities at this site and in these locations is in line with this consultation.

5.2. **Groups and Organisations**

There are groups and organisations likely to be affected by or to have an interest in the subject matter of this report. These include:

Kaiapoi Community Hub Trust.

Kaiapoi Croquet Club.

Kaiapoi Menz Shed.

Satisfy Food Rescue.

Youth Development and Opportunities Trust.

5.3. **Wider Community**

The wider community is likely to be affected by, or to have an interest in the subject matter of this report.

Consultation regarding the master plan for the Community Hub was undertaken with the community in late 2021, the locating of Kaiapoi Menz Shed, Satisfy Food Rescue and additional community groups in the future at this site in line with this consultation.

On approval of the lease before any work is undertaken, information will be sent to the local Community via a start work notice.

6. OTHER IMPLICATIONS AND RISK MANAGEMENT

6.1. Financial Implications

There are not financial implications of the decisions sought by this report. Annual rent will be set for this lease at \$1 per annum, this is in line with other community group ground leases. Professional services required to draft the lease are covered through the Kaiapoi Community Hub Project budget.

There are noted exclusions within the lease that means the groups would be responsible for both payment of rates and any services (such as power) would be user pays.

6.2. Sustainability and Climate Change Impacts

The recommendations in this report does not have sustainability and climate change impacts.

However, by co-locating community groups together reduces the need for the duplication of supporting infrastructure such as car parks and services, in addition, this also encourages the sharing of buildings and spaces further reducing the need for built infrastructure.

It should also be noted that one of the key drivers for Satisfy Food Rescue is the sustainable provision of food. By supporting their operation through the awarding of a ground lease Council will be ensuring their activities are delivered in a financially sustainable way.

6.3. Risk Management

Delays in the awarding of the ground lease could hold up funding and in turn, delay the construction of the buildings. Construction delays may result in cost escalations as well as have a negative impact on the momentum of the project at a critical time, affecting stakeholder relationships and engagement.

Should the awarding of the leasing not go ahead there would likely be negative implications for these groups. The groups will still need to find alternative sites to operate from and given that private purchase or lease is likely to be unaffordable, Council land may be the only viable option.

Should there be a change in circumstance, or the groups not be in a position to commence building within the 2-year period. Greenspace staff will work with the groups on possible options and report back to the Board as appropriate.

6.4. Health and Safety

There are health and safety risks arising from the adoption/implementation of the recommendations in this report. Should the groups proceed with the builds, all relevant health and safety elements will be considered as the design for the site progresses and staff will review documentation before the builds proceed. Relevant health and safety elements will be the responsibility of the lessee.

7. CONTEXT

7.1. Consistency with Policy

This matter is not a matter of significance in terms of the Council's Significance and Engagement Policy.

7.2. Authorising Legislation

Local Government Act

7.3. Consistency with Community Outcomes

The Council's community outcomes are relevant to the actions arising from recommendations in this report.

- Public spaces are diverse, respond to changing demographics and meet local needs for leisure and recreation.
- Our community groups are sustainable and able to get the support they need to succeed.
- Our community has access to the knowledge and skills needed to participate fully in society and to exercise choice about how to live their lives.
- There is an environment that supports creativity and innovation for all.
- Local arts, culture and heritage are able to make a growing contribution to the community and economy.
- Enterprises are supported and enabled to succeed.
- There are sufficient skills and education opportunities available to support the economy.
- People are supported to participate in improving the health and sustainability of our environment.

7.4. **Authorising Delegations**

The Kaiapoi Tuahiwi Community Board do have the delegation to approve the recommendations contained within this report.

WAIMAKARIRI DISTRICT COUNCIL
("Council")

and

[SATISFY FOOD RESCUE CHARITIES SERVICES No CC51313, INCORPORATED CHARITABLE TRUST No
2624613 NZBN 9429043275618]
("Lessee")

DEED OF LEASE
SATISFY FOOD
RESCUE,
COURTENAY DRIVE,
KAIAPOI

Contents

| | |
|--|----|
| PARTIES | 4 |
| BACKGROUND | 4 |
| PARTICULARS OF LEASE | 4 |
| SCHEDULE A | 10 |
| 1. INTERPRETATION | 10 |
| 2. RENT | 13 |
| 3. OUTGOINGS AND PAYMENTS | 13 |
| 4. RENT REVIEW | 13 |
| 5. RIGHTS OF RENEWAL | 14 |
| 6. HOLDING OVER | 14 |
| 7. MAINTENANCE | 14 |
| 8. CAPACITY | 15 |
| 9. LESSEE'S USE OF PREMISES | 15 |
| 10. DEVELOPMENT OF THE PREMISES | 18 |
| 11. ASSIGNMENT AND SUBLEASING | 19 |
| 12. COUNCIL'S RIGHTS OF ENTRY | 20 |
| 13. INSURANCE | 21 |
| 14. DAMAGE OR DESTRUCTION | 21 |
| 15. LESSEE'S IMPROVEMENTS UPON TERMINATION | 22 |
| 16. INDEMNITY | 23 |
| 17. ESSENTIAL TERMS | 23 |
| 18. COMPENSATION | 24 |
| 19. DEFAULT | 24 |
| 20. DEFAULT INTEREST | 25 |
| 21. RESOLUTION OF DISPUTES | 26 |
| 22. NOTICES | 26 |
| 23. COSTS | 27 |
| 24. HEALTH AND SAFETY | 27 |
| 25. GST | 28 |
| 26. NO WARRANTY | 28 |
| 27. PUBLIC LIABILITY | 28 |
| 28. GENERAL | 28 |
| SCHEDULE B | 30 |
| SCHEDULE C | 31 |
| SCHEDULE D | 32 |

SCHEDULE E..... 34
SCHEDULE F..... 35

DRAFT

Dated the _____ day of _____ 20____

PARTIES

1. **WAIMAKARIRI DISTRICT COUNCIL (“Council”)**
2. **[SATISFY FOOD RESCUE CHARITIES SERVICES No CC51313, INCORPORATED CHARITABLE TRUST No 2624613 NZBN 9429043275618] (“Lessee”)**

BACKGROUND

- A Council is the registered owner of the property located at Courtney Drive, Kaiapoi being the Land described in the Particulars of Lease.
- B Council wishes to grant to the Lessee a lease in respect of the Premises (including non-exclusive rights to use the Common Areas) and the Lessee wishes to take a lease of the Premises on the terms and conditions contained herein.

PARTICULARS OF LEASE

| | |
|---|---|
| Land | The land situated at Courtenay Drive, Kaiapoi being Section 2 Survey Office Plan 523342 and Lot 1-2 Deposited Plan 605080 and Lot 199-199 Deposited Plan 82951 and Lot 158-160, 162-164, 167-182 Deposited Plan 80840 and Lot 111-135, 137 Deposited Plan 77440 and Lot 1-2 Deposited Plan 80993 contained in Record of Title 860271. |
| Premises | Means that part of the Land shown [coloured purple] on the Plan and being approximately [Area] in size. |
| Common Areas | Means the common areas on the Land shown [coloured pink] on the Plan. |
| Term of Lease | Thirty (30) years. |
| Rights of Renewal | Refer to clause 5 of Schedule A. |
| Commencement Date | [TBA] |
| Final Expiry Date | [TBA] |
| Annual Rent | \$1.00 plus GST per annum, payable annually in advance (if demanded). |
| Rent Review Dates | Not applicable (subject to clause 4.1) |
| Permitted Use | Office, storage and processing associated with procuring and redistributing perishable food to those in need in the local community and associated community events. |
| Minimum Public Liability Insurance | Not less than \$1,000,000 (One million dollars) |

| | |
|---|---|
| Default Interest Rate | 14% per annum |
| Council's Address | C/- The Chief Executive Officer Waimakariri District Council Private Bag 1005 RANGIORA 7440 |
| Lessee's Address | |
| Lessee's contact email address | |
| Lessee's contact mobile phone number | |
| Included Outgoings | <ol style="list-style-type: none"> (1) Rates or levies payable to any local or territorial authority (2) Any costs in relation to cleaning, maintenance and repair charges for which Council is responsible under this Lease. (3) Council's management costs in relation to this Lease including preparation of invoices, routine inspections, and arranging repairs which are the responsibility of Council. |
| Excluded Outgoings | <ol style="list-style-type: none"> (1) Rubbish collection and recycling charges; (2) Fire and Emergency New Zealand charges and the maintenance charges in respect of all fire detection and fire- fighting equipment; (3) Charges for water, gas, electricity, telecommunications and other utilities or services, including line charges (4) Any insurance excess in respect of a claim (5) Insurance premiums and related valuation fees (if any) (but the Lessee will be liable for payment of insurance premiums as required under clause 13) |

| | |
|--|--|
| <p>Additional Terms or Conditions</p> | <p>(1) In addition to the Lessee's general maintenance obligations under clause 7 of Schedule A of this Lease the Lessee must at its cost maintain all Improvements in a good condition, including but not limited to the Lessee's Improvements.</p> <p>(2) The Lessee acknowledges that Council desires the Lessee and the Neighbouring Tenants to co-operate with each other and with Council in order to increase community engagement with the Kaiapoi Community Hub Precinct and the Lessee agrees to act in good faith and to co-operate with Council and the Neighbouring Tenants to encourage community engagement in the Kaiapoi Community Hub Precinct.</p> <p>(3) Further to the Lessee's obligations under clause 10, the Lessee must ensure that the Lessee's Works comply with the Design Guidelines.</p> <p>(4) The Lessee must during the Term act in such a manner that complies with the spirit and intent of the Principles which are attached at Schedule D to this Lease.</p> <p>(5) The Lessee is granted a non-exclusive licence right to use the Common Areas for purposes associated with its use of the Premises subject to the covenants, conditions, agreements and restrictions set out in the Schedules to this Lease.</p> <p>(6) The following provisions apply to booking use of the Community Hub Central Lawn:</p> <ul style="list-style-type: none"> a) Council may make the Community Hub Central Lawn available for bookings. b) If Council does make the Community Hub Central Lawn available for bookings, the Lessee will be entitled to apply to book the Community Hub Central Lawn via Council's preferred method for bookings and such bookings shall be made on such terms and conditions and at such fees as Council requires at the time. c) Notwithstanding Additional Term (6)b), Council shall not charge the Lessee fees for booking the Community Hub Central Lawn for events which Council, acting reasonably, considers to be community based events for the benefit of the local community. d) The Lessee does not have priority rights to booking the Community Hub Central Lawn and must not interfere with the use of the Community Hub Central Lawn by Council or its invitees including but not limited to any person who books the Community Hub Central Lawn. e) The Lessee acknowledges that Council may at its discretion prevent booking of the Community Hub Central Lawn at any time on a long or short term basis, including where Council wishes to lease or otherwise deal with the Community Hub Central Lawn. |
|--|--|

| | |
|--|--|
| | <p>f) If the Lessee is unable to determine whether or not the Community Hub Central Lawn is booked for use via Council's booking system, Council shall notify the Lessee of bookings.</p> <p>(7) The areas shown marked on the Plan are approximate and indicative only and are subject to survey and may be varied by Council by notice to the Lessee, provided that Council may not vary the Premises so that any building constructed by the Lessee in accordance with the terms of this Lease and located in a position pegged by the Lessee and subsequently approved by Council in writing, is outside the boundaries of the revised Premises following variation by Council in accordance with this Additional Term (7).</p> <p>(8) Council will construct the Council Hub Services to serve the Kaiapoi Community Hub Precinct. Council will advise the Lessee in writing when installation of the Council Hub Services is completed.</p> <p>(9) The Lessee must on or prior to completion of any building on the Premises connect the Lessee's Services to the Council Hub Services at the Connection Point and via a route approved by Council and have the water, electricity and telecommunication services separately metered.</p> <p>(10) The Lessee shall enjoy the rights and be subject to the obligations in relation to the Lessee's Services and Council Hub Services set out in Schedule F.</p> |
|--|--|

The Parties Agree

By this Deed of Lease Council leases to the Lessee and the Lessee takes on lease the Premises specified in the Particulars of Lease (together with non-exclusive rights to use the Common Areas) commencing from the Commencement Date for the Term and at the Annual Rent specified in the Particulars of Lease and subject to the covenants, conditions, agreements and restrictions set out in **Schedules A, B, C, D, E and F** to this Lease **AND** Council and the Lessee acknowledge that all such Schedules form part of this Lease.

Executed as a deed:

SIGNED for and on behalf of)
WAIMAKARIRI DISTRICT COUNCIL)
by its Authorised Officers:)

.....
Name of Authorised Officer

.....
Signature of Authorised Officer

.....
Name of Authorised Officer

.....
Signature of Authorised Officer

in the presence of:

WITNESS:

Signature:

Name:

Occupation:

Residential Address:

SIGNED for and on behalf of)
[SATISFY FOOD RESCUE)
CHARITIES SERVICES No CC51313,)
INCORPORATED CHARITABLE TRUST)
No 2624613 NZBN 9429043275618])
by:)

.....
Name

.....
Signature

[CF Note: Satisfy Food Rescue to confirm its preferred / required execution method. E.g are 2 authorised signatories required to sign?]

in the presence of:

WITNESS:

Signature:

Name:

Occupation:

Residential Address:

DRAFT

SCHEDULE A
(Specific Terms)

1. INTERPRETATION

1.1. In this Lease unless the context indicates otherwise:

“Annual Rent” mean the annual rent specified in the Particulars of Lease subject to changes consequent on any right to review the annual rent or on the Lessee’s exercise of any right to renew this Lease;

“Authority” means and includes every governmental, local, territorial and statutory authority having jurisdiction or authority over the Premises or their use;

“Building” means the whole or part of any structures, buildings or Improvements (which may or may not form part of the Lessee’s Improvements) and, where not repugnant to the context, includes any alterations or additions to any structures, buildings or Improvements;

“Commencement Date” means the commencement date specified in the Particulars of Lease;

“Common Areas” means the common areas described in the Particulars of Lease;

“Community Hub Central Lawn” means the lawn area shown [coloured green] on the Plan;

“Connection Point” means the point shown on the Services Plan for connecting the Lessee’s Services to the Council Hub Services;

“Council” means Waimakariri District Council and includes Council’s assigns and Council’s employees, contractors and agents;

“Council Hub Services” means the electricity, water, drainage, sewerage and telecommunication services to the Kaiapoi Community Hub Precinct as shown on the Services Plan;

“Default Interest Rate” means the Default Interest Rate specified in the Particulars of Lease;

“Design Guidelines” means the design guidelines applicable to development of the Premises as attached at Schedule C;

“Excluded Outgoings” means all costs relating to the Premises as specified in the Particulars of Lease but excluding the Included Outgoings;

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

“HSW Act” means the Health and Safety at Work Act 2015;

“Improvements” means Council’s or the Lessee’s property situated in, or on the Premises and includes without limitation the Lessee’s Improvements and all Buildings, structures

and improvements and all equipment and plant;

“Included Outgoings” means only those rates, charges, levies, assessments, duties, impositions and fees from time to time payable to any Authority relating to the Premises and other costs relating to the Premises as specified in the Particulars of Lease as Included Outgoings;

“Kaiapoi Community Hub Precinct” means the area shown [edged black] on the Plan;

“Land” means the land described in the Particulars of Lease;

“Lease” means this Deed of Lease as amended or varied from time to time whether by operation of the terms of this Lease or otherwise;

“Lessee” includes the Lessee’s executors, administrators or successors and permitted assigns or sublessees or licensees of the Lessee and, where not repugnant to the context, the employees, contractors and agents of the Lessee;

“Lessee’s Improvements” means the Lessee’s property situated in, or on the Premises and includes all Buildings, structures and Improvements and all equipment and plant owned or placed on the Premises by the Lessee and, where not repugnant to the context, includes any alterations or additions to any structures, Buildings or Improvements made by the Lessee;

“Lessee’s Services” means electricity, water, drainage, sewerage and telecommunication services from the Connection Point to the Premises;

“Lessee’s Works” shall have the meaning given to that term in clause 10.7;

“Neighbouring Tenants” means other tenants who occupy a site within the Kaiapoi Community Hub Precinct pursuant to the terms of a lease or licence or other agreement with Council;

“Permitted Use” means the permitted use as described in the Particulars of Lease;

“Plan” means the plan attached as Schedule B;

“Premises” means the premises described in the Particulars of Lease and includes any Improvements on the Premises owned by Council (if any) but excludes the Lessee’s Improvements;

“Principles” means the high level principles attached at Schedule D;

“Rent Review Dates” means the rent review dates prescribed in the Particulars of Lease;

“Services Area” means the area used for the Council Hub Services and/or the Lessee Services (as applicable);

“Services Facility”:

- (a) for a right to convey water, means pipes, pumps, pump sheds, storage tanks, water purifying equipment, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution;

- (b) for a right to convey electricity or a right to convey telecommunications, means wires, cables (containing wire or other media conducting materials), ducts, surface boxes, towers, poles, transformers, switching gear, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution;
- (c) for a right to drain water, means pipes, conduits, open drains, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution;
- (d) for a right to drain sewage, means pipes, conduits, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution;

which are part of the Council Hub Services or the Lessee's Services;

"Services Plan" means the plan at Schedule E;

"Term" means the term of lease specified in the Particulars of Lease; and

"Working Day" has the meaning given to it in the Property Law Act 2007.

- 1.2. The terms "Building Work" and "Code Compliance Certificate" have the meanings given to those terms in the Building Act 2004.
- 1.3. Expressions defined in the main body of this Lease have the defined meaning in the whole of this Lease including the background and the schedules.
- 1.4. Section, clause and other headings are for ease of reference only and do not form any part of the context or affect this Lease's interpretation.
- 1.5. Where two or more persons are bound by a provision in this Lease, that provision will bind those persons jointly and each of them severally.
- 1.6. Any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done.
- 1.7. References to parties are references to parties to this Lease and include each party's executors, administrators and successors.
- 1.8. References to persons include references to individuals, companies, partnerships, associations, trusts, government departments and local authorities in each case whether or not having separate legal personality.
- 1.9. Singular words include the plural and vice versa.
- 1.10. The terms specified in the schedules will be interpreted by reference to those schedules.
- 1.11. References to sections, clauses and the schedules are references to sections and clauses of and the schedules to this Lease.

- 1.12. References to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to that statute or regulation whether by subsequent statute or otherwise.

2. RENT

- 2.1. The Lessee will pay the Annual Rent due under this Lease to Council (or as Council may in writing otherwise direct) (if demanded) and without any deduction or set-off howsoever. The parties acknowledge that the rent for the non-exclusive right to use the Common Areas shall be a nominal amount of \$0.10 per annum which is included in the Annual Rent.
- 2.2. The Annual Rent shall be paid annually in advance with a first instalment due on the Commencement Date.
- 2.3. The Annual Rent due under this Lease from time to time shall be paid by automatic bank authority or in such other manner as Council may from time to time direct.

3. OUTGOINGS AND PAYMENTS

- 3.1. The Lessee has no liability for the Included Outgoings. Provision for the costs of such Included Outgoings is included in the Annual Rent.
- 3.2. The Lessee must on demand by Council pay the Excluded Outgoings without deduction or set-off. If any Excluded Outgoing is not separately assessed on or charged to the Premises, the Lessee must pay a fair and reasonable proportion of that Excluded Outgoing. Any Excluded Outgoing which is not assessed or charged for a period falling wholly within the Term will be apportioned between Council and the Lessee.
- 3.3. The Lessee shall promptly pay to the relevant Authorities as they become due all charges or maintenance costs incurred in respect of the supply of water, gas, electricity, oil, telephone, or other services whatsoever to the Premises.
- 3.4. The parties agree that the Lessee must be entered in the rating information database and district valuation roll in respect of the Premises for the purposes of The Local Government (Rating) Act 2002.

4. RENT REVIEW

- 4.1. If:
- (a) The Lessee assigns this Lease in accordance with clause 11; or
 - (b) Council, at its discretion, reviews its policy relating to rental charges for premises leased to entities to encourage community engagement;
- Council may notify the Lessee of a change in the Annual Rent amount payable (to fall in line with other community lease agreements, as determined by Council) and the notified Annual Rent shall become payable [6 months] after Council notifies the Lessee of the change.
- 4.2. If following any increase in the Annual Rent pursuant to clause 4.1, the Lessee considers (acting reasonably) that it is not financially feasible for the Lessee to continue with its

lease of the Premises then the Lessee may elect to terminate this Lease immediately following the provision of notice in writing to Council of that intention. The provisions of clause 15 shall apply in the event of any such termination.

5. RIGHTS OF RENEWAL

5.1. Whilst the Lessee is not entitled to a renewed lease term, Council may be willing to grant a further lease to the Lessee on terms acceptable to Council if Council is satisfied, in its sole discretion, that:

- (a) the Lessee has complied with the terms and conditions of this Lease during the Term; and
- (b) there is sufficient need in the community for a food rescue service and it is in the public interest to use the Premises for a food rescue service for a further lease term taking into account the alternative potential uses of the Premises for the benefit of the community at that time.

5.2. The Lessee is entitled to make submissions to Council regarding the community need for a food rescue service between 12 and 6 months prior to the end of the Term and Council will consider any such submissions when making its decision under clause 5.1.

6. HOLDING OVER

6.1. If, other than under a renewal of this Lease or the grant of a further lease, Council permits the Lessee to remain in occupation of the Premises after the end or earlier termination of the Term, the Lessee will occupy the Premises pursuant to a periodic tenancy that may be terminated in accordance with section 210 of the Property Law Act 2007 and any amendment thereto. To the extent that they are applicable to periodic tenancies all other matters set out herein and implied by law will continue to apply between the parties.

7. MAINTENANCE

7.1. The Lessee will at all times maintain, repair, redecorate, replace, renew and keep the Lessee's Improvements together with all conveniences, amenities and appurtenances relating thereto in good and substantial repair, order and condition in all respects and in the same condition as at the time of erection or installation of the same (excluding fair wear and tear). The Lessee shall from time to time replace or renew any of the Lessee's Improvements and the said conveniences, amenities and appurtenances to ensure such state of good and substantial repair, order and condition. In the event of any part of the Lessee's Improvements having been replaced or renewed during the Term then the Lessee shall maintain the same in the same condition as at the date of such replacement or renewal (excluding fair wear and tear).

7.2. The Lessee must throughout the Term:

- (a) keep the Premises clean and tidy;
- (b) regularly remove all rubbish and waste from the Premises;
- (c) replace all broken glass on the Premises;
- (d) prevent and exterminate any pest infestation on the Premises; and

- (e) maintain and repair in a good and useable condition all drains, ditches, water, gas, electricity, telephones, pipes and conduits and all other utilities on or servicing the Premises.

7.3. Council reserves the right to repair, maintain and upgrade all existing drainage pipes or other drainage works on the Premises provided that the Lessee remains liable to maintain the drains and ditches as provided in clause 7.2(e).

7.4. The Lessee's obligations under clause 7.1 do not apply to damage caused by fire, flood, earthquake, earth subsidence, storm, tempest, act of God or inevitable accident unless the Lessee's act or omission has caused insurance proceeds to be unavailable which, but for the act or omission, would have been available towards the cost of making good the damage.

8. CAPACITY

8.1. For the avoidance of doubt, the Lessee acknowledges that this Lease is entered into by Council, in its capacity as land owner and not as regulatory authority. The two roles of Waimakariri District Council are different, and any consent or approval given by Waimakariri District Council in relation to this Lease in its capacity as Council under this Lease does not waive or imply Waimakariri District Council's consent or approval in its capacity as regulatory authority.

9. LESSEE'S USE OF PREMISES

9.1. Subject to this clause 9, the Lessee must only use the Premises for the Permitted Use. For the avoidance of doubt, the Lessee's rights to use the Common Areas are subject to the restrictions equivalent to those in relation to the use of the Premises set out or contemplated by the terms of this Lease (amended as necessary taking into account the Lessee only having the non-exclusive right to use the Common Areas). The Lessee must not cause damage to the Common Areas and must repair any damage to the Common Areas caused by the Lessee or its invitees, to Council's satisfaction.

9.2. The Lessee must:

- (a) not carry on any noxious, noisy or offensive business or activity in or about the Land or do anything which is or may become a nuisance or annoyance to any person, but the carrying on of the Permitted Use by the Lessee in a reasonable manner will not of itself be a breach of this clause;
- (b) not affix any signs without the prior written consent of Council;
- (c) keep the Premises clean, tidy, and free of all waste, rubbish, pest infestations, noxious weeds and noxious vermin;
- (d) ensure the Premises and Improvements are used only for the Permitted Use and not for any storage of any materials or any vehicles outside any Building;
- (e) not permit, allow or suffer the Premises and Improvements being used for the purposes of accommodation;
- (f) not cause any contamination of the Premises and must rectify to Council's reasonable satisfaction any contamination of the Premises arising after the

Commencement Date;

- (g) not obstruct access ways or the Common Areas and parking is to be in nominated areas only;
- (h) not cut, damage or remove existing trees or shrubs, or plant any new trees or shrubs without the consent of Council;
- (i) not permit, allow or suffer the storage of any flammable products or hazardous materials on the Premises that would contravene the Hazardous Substances and New Organisms Act 1996 except with the prior written approval of Council, but in any event, only where the Lessee takes all reasonable steps to ensure that such materials are stored safely;
- (j) not do anything which is or may become a breach of any duty imposed on any person by the Resource Management Act 1991;
- (k) not do anything which is or may become a breach of any duty imposed on any person by the HSW Act; and
- (l) comply in all respects with all acts, bylaws, regulations, rules and requisitions relating to the Premises and the Lessee's use of the Premises.

9.3. The Lessee may at its own risk park up to two branded vans within the car parking areas near the Premises as designated by Council from time to time. The Lessee must not cause any damage to such car parking areas and must remediate any damage caused by the Lessee or its invitees as reasonably required by Council.

9.4. The Lessee will at all times observe and comply in all respects with all statutes, ordinances, regulations, rules, requisitions, bylaws or other enactments and any common law obligations affecting the Premises or relating to the use of the Premises and/or the Lessee's Improvements and with all requirements of any Authority and will keep Council indemnified from and against all actions, claims, demands, losses, damages, costs and expenses arising out of any non-compliance by the Lessee.

9.5. The Lessee will perform and observe the obligations of Council in connection with any easement of any kind for the time being affecting the Premises (whether as benefited land or burdened land) including the carrying out, effecting or contributing to any works, repairs or maintenance.

9.6. The Lessee warrants and undertakes that the Lessee:

- (a) will at its cost keep and maintain all fences, gates, drains and other improvements (if any) erected on the Premises in good order and condition (damage by fire, earthquake or other inevitable accident excepted) and shall not seek any contribution to fencing costs from Council and will permit Council or their agents, staff, and contractors at all reasonable times to enter upon the Premises for the purpose of viewing the state of or repairing, maintaining or improving the condition of the improvements (if any) thereon;
- (b) will not at any time undertake anything on the Premises or cause or allow any act on the Premises which shall be a disturbance, nuisance or annoyance to Council

or the occupiers or owners of adjoining land or cause contamination of the Land, the Premises or adjoining land;

- (c) will at all times keep the Premises free of all noxious weeds, plants and vermin and at the Lessee's own expense do all things necessary to comply with the provisions and requirements of the Biosecurity Act 1993 without being entitled to any compensation in respect thereof;
- (d) shall not fell, remove, trim or damage any trees on the Premises unless the prior written approval of Council has been obtained;
- (e) will comply with all relevant statutory and common law obligations, regulations and bylaws affecting the Lessee's use of the Premises including but not limited to:
 - (i) complying with all legislation, regulations and bylaws in relation to water quality protection and standards including, without limitation, The National Policy Statement for Freshwater 2020, National Environmental Standards for Freshwater, stock exclusion regulations under section 360 of the Resource Management Act 1991, and the rules and bylaws of any relevant Authority;
 - (ii) complying with all obligations under the Animal Welfare Act 1999 (and any other relevant and/or replacement legislation and regulations) and ensure the physical, health and behavioural needs of all animals on the Premises are met in accordance with good farming practice; and
 - (iii) complying with all legislation, regulations and bylaws in relation to health and safety, (including but not limited to compliance with the health and safety obligations under clause 24),
and will (to the maximum extent permitted by law) indemnify Council for any loss, claim, complaint, liability, cost, penalty or award of damages Council may suffer as a consequence of the Lessee's failure to so comply with any of the obligations in this clause;
- (f) will at the Lessee's cost, obtain and comply with all resource consents, permits and other planning approvals and licences and permissions required for the Lessee's use of the Premises;
- (g) shall comply with all requirements recorded in any tender (if any) for this Lease;
- (h) shall at their own cost keep the Premises and Council's Improvements free from damage or rubbish, and must at Council's option either promptly repair any damage caused by them or any person using the Premises under this Lease or compensate Council for such damage and any associated repair costs;
- (i) shall not remove any Council's Improvements (if any) owned by Council from the Premises and shall at Council's option either replace any damaged or lost Council Improvements with others of like value or compensate Council for such damage and any associated repair or replacement costs;

- (j) shall notify Council as soon as practicable, of any hazards arising upon the Premises identified by the Lessee, its agents, contractors, guests, tenants or invitees;
- (k) shall notify Council, if any damage occurs to the Premises or if any injury or harm occurs to any person on the Premises which the Lessee is required to report to Worksafe New Zealand, of the details of the damage, injury, or harm, and, to the best of the Lessee's knowledge, details of how it occurred as soon as practicable after the Lessee becomes aware of such damage;
- (l) shall not do anything upon the Premises which may prejudice, or invalidate any insurance policy held by Council, nor, except with Council's prior written approval, do anything on the Premises that would cause the premium of any insurance policy held by Council in respect of the Premises to be likely to increase. The Lessee must pay on demand all extra premiums payable due to any breach of this clause; and
- (m) shall actively participate in any operational management group associated with the Land as reasonably required by Council.

9.7. The Lessee shall at all times at the Lessee's own expense without being entitled to any compensation in respect thereof do all things necessary to:

- (a) eradicate from the Premises all declared plant pests under the Environment Canterbury, Canterbury Regional Pest Management Plan as current from time to time; and
- (b) control on and eradicate from the Premises all declared animal pests and animal "Organisms of Interest" under the Environment Canterbury, Canterbury Regional Pest Management Plan as current from time to time,

in accordance with industry best practices and standards and Environment Canterbury approvals and recommendations.

9.8. The natural vegetation of New Zealand is unique and diverse in keeping with its isolation from other lands. Within the Waimakariri District are areas of indigenous vegetation which include (but are not limited to) specimens of Kanuka, Matagouri, Cassina, Pommaderris and Cop Intertexta. These plants are the last remains of this type of vegetation that once used to cover the Canterbury Plains and therefore are considered to be of high importance. Where this vegetation is encountered by the Lessee in the course of this Lease, the Lessee shall protect this vegetation from any damage occurring as a result of its use of the Premises.

10. DEVELOPMENT OF THE PREMISES

10.1. The Lessee must pay Council's reasonable costs of any request for consent under this clause (including Council's legal costs), whether or not consent is given.

10.2. The Lessee shall not make any alteration or addition to the Premises including, without limitation, placing, erecting or constructing any building or structure (including, without limitation, any portable or movable thing including, without limitation, a trailer or vehicle which has the characteristic of or may be used as a building or structure for example a portable shed or dwelling or container) without Council's prior written approval which may be given or withheld at Council's absolute discretion. The Lessee shall provide

- Council with detailed plans, elevations and specifications of any new building or structure and/or any alteration for Council to consider when the Lessee applies for Council's approval.
- 10.3. Without limitation to clauses 9 and 10.2, the Lessee shall be responsible for notifying any relevant Authority prior to the commencement of any work on the Premises that would require a consent, and shall comply with any additional requirements imposed by that Authority.
- 10.4. Should any services be required to be supported or relocated, then the Lessee shall liaise with the appropriate Authority to gain approval, and shall comply with all instructions issued by the relevant Authority.
- 10.5. Where other existing services are disrupted or damaged in any way by the operations of the Lessee, they shall be repaired and reinstated to the satisfaction of Council and the relevant Authorities, entirely at the expense of the Lessee, including the cost of any supervision and/or inspections.
- 10.6. The Lessee shall ensure the adequate protection from disturbance of all benchmarks and survey marks unless indicated otherwise by Council.
- 10.7. If Council does consent to any alterations or additions to the Premises ("**Lessee's Works**"):
- (a) Council's consent under this Lease is in Waimakariri District Council's capacity as Council and the Lessee must still obtain any consents required from Waimakariri District Council in its capacity as the local authority;
 - (b) the Lessee must submit a programme for completion of the Lessee's Works which is acceptable to Council and addresses:
 - (i) traffic management plans;
 - (ii) road closures;
 - (iii) on site health and safety; and
 - (iv) such other matters as are appropriate given the nature of the Lessee's Works.
 - (c) The Lessee must use suitably qualified persons to carry out the Lessee's Works and ensure that the Lessee's Works are completed to a good and workmanlike standard to the reasonable satisfaction of Council and in compliance with all laws, regulations and relevant building standards.

11. ASSIGNMENT AND SUBLEASING

- 11.1. The Lessee may with Council's prior written consent:
- (a) assign the Lessee's interest in this Lease; or
 - (b) sublease all or part of the Premises.

11.2. Without limiting the grounds on which Council may withhold consent under clause 11.1, Council may, as a condition of any consent, require prior compliance with the following conditions:

- (a) the Lessee must prove to Council's reasonable satisfaction that the proposed assignee or sublessee is responsible and, in the case of an assignment, of sound financial standing including provision of credit checks as reasonably required by Council;
- (b) the Lessee must have performed all of the Lessee's obligations under this Lease up to the date of the proposed assignment or grant of the sublease;
- (c) in the case of an assignment, the assignee must sign a deed of covenant with Council (in the form reasonably required by Council) agreeing to perform the Lessee's obligations under this Lease but without releasing the assignor or any other person from liability under this Lease; and
- (d) in the case of an assignment to a company, the shares in which are not listed on the New Zealand Stock Exchange, Council may require the assignee's directors and shareholders to guarantee the assignee's obligations under the deed of covenant signed by the assignee.

11.3. The Lessee must pay Council's reasonable costs for any consent or application for consent under this clause (including Council's legal costs) and the costs of investigating the suitability of the proposed assignee or sublessee.

11.4. If the Lessee or the Lessee's holding company is a company not listed on the New Zealand Stock Exchange, any:

- (a) change in the legal or beneficial ownership of any of the Lessee's shares; or
- (b) issue of new capital,

which results in a change in the Lessee's effective control or management will be treated as an assignment of this Lease requiring Council's prior written consent. The persons acquiring effective control of the Lessee or the Lessee's holding company (as the case may be) as a result of that change will be treated as the assignees.

11.5. Council must act reasonably when considering any application under this clause 11 and must provide a response within thirty (30) Working Days after the provision of all required information.

12. COUNCIL'S RIGHTS OF ENTRY

12.1. Council and/or Council's agents, employees or contractors may, with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time without notice in the case of an emergency), enter upon the Premises to view the condition thereof or to confirm the Lessee's compliance with the terms of this Lease (including but not limited to compliance with the health and safety obligations under clause 24) and the following provisions shall apply:

- (a) Council may give notice in writing to the Lessee specifying any defects and breaches of covenant for which the Lessee may be liable;

- (b) the Lessee shall within such reasonable time as shall be specified in such notice make good such defects and breaches of covenant for which the Lessee is liable; and
- (c) if the Lessee shall fail to comply with such notice within the time specified Council may, at its option and without prejudice to any other rights, powers or remedies take such steps, expend such moneys and do such other acts and things as Council shall consider necessary to make good such failure and any moneys expended by Council in so doing, together with interest thereon at the Default Interest Rate computed from the time or respective times of such moneys being actually expended by Council until actual payment thereof by the Lessee to Council, shall be payable on demand by the Lessee to Council as if the same were rent in arrears payable by the Lessee.

13. INSURANCE

13.1. The Lessee must at all times during the Term:

- (a) insure and keep the Lessee's Improvements insured in the joint names of Council and the Lessee for their respective rights and interests to their full insurable value against loss, damage or destruction resulting from fire, earthquake, storm, tempest and aircraft impact and any other risks which Council reasonably requires to be insured against; and
- (b) pay the premium for the insurance taken out under clause 13.1(a) when due.

13.2. The Lessee must throughout the Term keep current a public liability insurance policy applicable to the Premises and the business carried on, in, or from the Premises for:

- (a) the amount specified in the Particulars of Lease (being the amount which may be paid out arising from any single accident or event); or
- (b) any increased amount that Council reasonably requires.

13.3. The Lessee must provide Council with certificates of currency evidencing insurance in accordance with clause 13.2 so that Council always holds a certificate of currency showing that the required insurance is currently maintained.

14. DAMAGE OR DESTRUCTION

14.1. In the event of the whole or part of the Lessee's Improvements being destroyed or materially damaged then provided:

- (a) the Lessee is not prevented by any act, ordinance, regulation or bylaw then in force from so doing;
- (b) the Lessee is able to obtain all planning permission, permits and consents necessary to execute such repairs or reinstatement or rebuilding; and
- (c) the Lease is not frustrated or the repairs or reinstatement or rebuilding prevented for any other reason beyond the control of the Lessee,

the Lessee shall as soon as reasonably practicable but not later than nine (9) months after:

- (d) the event; or
- (e) if the Lessee holds insurance in relation to the Premises and makes a claim against such insurance policy within one (1) month after:
 - (i) receipt of payment from the Lessee's insurer in relation to the claim; or
 - (ii) receipt of notification from the Lessee's insurer that the insurer will not pay out in relation to the claim,

repair and reinstate the Lessee's Improvements substantially in accordance with its original design or such other design as Council may approve.

- 14.2. The obligations of the Lessee pursuant to clause 14.1 shall not be limited to the insurance moneys available. To the extent that the same shall be insufficient the Lessee shall be obliged to carry out such repairs or reinstatement from the Lessee's own moneys. If the insurance proceeds are inadequate to fund the reinstatement required under clause 14.1, Council must act reasonably in considering any proposed alternate design for replacement of the Lessee's Improvements.
- 14.3. If the Lessee is prevented from repairing or reinstating the Premises after the Lessee's Improvements have been destroyed or materially damaged, this Lease may be terminated at the option of either party by one (1) month's notice in writing to the other party and clause 15 shall apply.
- 14.4. In the event of any destruction or damage to the Premises or any Lessee's Improvements on the Premises or any other chattels or fixtures whatsoever in or on the Premises the Lessee or anyone claiming under the Lessee shall not be entitled to any compensation or payment whatsoever from Council.

15. LESSEE'S IMPROVEMENTS UPON TERMINATION

- 15.1. Notwithstanding any other term of this Lease, if this Lease is not renewed, expires or is terminated (for any reason whatsoever), Council will have the right to elect, in its sole and absolute discretion, one of the following options:
- (a) **Option 1:** require the Lessee to remove the Lessee's Improvements from the Premises in accordance with clause 15.2;
 - (b) **Option 2:** the Lessee's Improvements will immediately and absolutely revert to Council free from any payment or compensation to the Lessee whatsoever; or
 - (c) **Option 3:** require the Lessee to sell the Lessee's Improvements to a third party, on such terms and conditions as are satisfactory to Council.
- 15.2. If Council elects the option under clause 15.1(a), the following provisions will apply:
- (a) the Lessee must remove all the Lessee's Improvements from the Premises to the entire satisfaction of Council (to be certified in writing) as soon as reasonably practicable and in any event by the date which is six (6) months after the date of Council's election under clause 15.1;
 - (b) the Lessee must reinstate any damage to the Premises caused by the installation

of the Lessee's Improvements or by the removal of the Lessee's Improvements under this clause 15;

- (c) the Lessee must leave the Premises in a clean and tidy condition to Council's reasonable satisfaction, including but not limited to:
 - (i) removal of any chattels brought onto the Premises by or through the Lessee; and
 - (ii) free of any hazardous or undesirable substances deposited on or in the Premises by or through the Lessee;
- (d) if the Lessee fails to remove some or all the Lessee's Improvements within the timeframe prescribed in clause 15.1, then:
 - (i) the Lessee's Improvements remaining on the Premises shall absolutely revert to Council free from any payment or compensation whatsoever; and
 - (ii) the Lessee will be liable for all costs associated with demolition of any Buildings owned by the Lessee, removing all other Lessee's Improvements and clearing all rubbish and debris; and
- (e) the Lessee must continue to pay the Annual Rent and comply with its obligations under this Lease until the removal of the Lessee's Improvements has been satisfactorily completed.

16. INDEMNITY

- 16.1. The Lessee indemnifies Council against all actions, proceedings, calls, claims, demands, losses, damages, costs, expenses or liabilities of any kind suffered or incurred by Council resulting from the Lessee's acts or omission, except where section 268 of the Property Law Act 2007 applies.
- 16.2. The Lessee agrees to occupy and use the Premises at the Lessee's risk and hereby releases Council from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to the Lessee, its members, agents, employees or its invitees in or about the Premises or to any other person on the Premises.

17. ESSENTIAL TERMS

- 17.1. The Lessee's breach of the following terms is a breach of an essential term of this Lease:
 - (a) the covenant to pay the Annual Rent or other money payable by the Lessee under this Lease;
 - (b) the terms dealing with assignment and subleasing; or
 - (c) the terms restricting the use of the Premises.
- 17.2. Council's acceptance of any arrears of the Annual Rent or other money payable under this Lease is not a waiver of the essential obligation to pay any other rent or money payable under this Lease.

- 17.3. The Lessee must compensate Council for any breach of an essential term of this Lease. Council may recover damages (including all costs incurred by Council) from the Lessee for those breaches. Council's entitlement to compensation under this clause is in addition to any other remedy or entitlement of Council (including the right to terminate this Lease).

18. COMPENSATION

- 18.1. If any act or omission of the Lessee:

- (a) is a repudiation of this Lease or of the Lessee's obligations under this Lease; or
- (b) is a breach of any of the Lessee's obligations under this Lease;

the Lessee must compensate Council for the loss or damage suffered by reason of the repudiation or breach during the whole of the Term.

- 18.2. Council's entitlement to recover damages will not be affected or limited by:

- (a) the Lessee abandoning or vacating the Premises;
- (b) Council electing to re-enter or to terminate this Lease;
- (c) Council accepting the Lessee's repudiation; or
- (d) the parties' conduct constituting a surrender by operation of law.

- 18.3. Council may bring legal proceedings against the Lessee claiming damages for the entire Term including the periods before and after:

- (a) the Lessee has vacated the Premises; and
- (b) the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in clause 18.2,

whether the proceedings are instituted before or after that conduct.

- 18.4. If the Lessee vacates the Premises, with or without Council's consent, Council must take reasonable steps to:

- (a) mitigate Council's damages; and
- (b) endeavour to lease the Premises at a reasonable rent and on reasonable terms.

- 18.5. Council's entitlement to damages will be assessed on the basis that Council should have observed the obligation to mitigate damages as set out in clause 18.4. Council's conduct in pursuance of the duty to mitigate damages will not by itself constitute acceptance of the Lessee's breach or repudiation, or a surrender by operation of law.

19. DEFAULT

- 19.1. If the Lessee fails to perform or observe any of the terms of this Lease, then Council may without prejudice to any of Council's other rights or remedies at law or in equity sue the Lessee for specific performance or cancel this Lease by immediately re-entering the Premises, provided that Council has first observed the requirements of sections 243 to

264 of the Property Law Act 2007 (where it is required by law to do so).

19.2. It shall be an act of default under this Lease if the Lessee:

- (a) being a natural person:
 - (i) is declared bankrupt or insolvent according to law; or
 - (ii) assigns his or her estate or enters into a deed of arrangement for the benefit of creditors; or
- (b) being a company:
 - (i) is or is deemed to be unable to pay the Lessee's debts under section 287 of the Companies Act 1993;
 - (ii) goes into liquidation (other than voluntary liquidation for the purpose of reconstruction or amalgamation approved in writing by Council);
 - (iii) is wound up or dissolved;
 - (iv) enters into voluntary administration or any assignment or other compromise or scheme of arrangement with the Lessee's creditors or any class of the Lessee's creditors; or
 - (v) has a receiver, manager or receiver and manager appointed relating to any of the Lessee's assets.

19.3. The Lessee hereby irrevocably appoints Council to be the true and lawful Attorney of the Lessee to act at any time after the power to re-enter contained in this Lease shall have become exercisable or shall have been exercised (sufficient proof whereof shall be the statutory declaration of Council to execute and sign a transfer or a surrender of this Lease and to procure the same to be registered (if necessary)) and for this purpose to use the name of the Lessee and generally to do, execute and perform any act, deed, matter or thing relative to the Premises as fully and effectually as the Lessee could do in and about the Premises and confirm all and whatsoever the said Attorney or Attorneys shall lawfully do or cause to be done in and about the Premises.

19.4. Without prejudice to the other rights, powers and remedies of Council, Council may elect to remedy at any time without notice any default by the Lessee under this Lease and whenever Council so elects all costs and expenses incurred by Council (including legal costs and expenses) in remedying such default shall be paid by the Lessee to Council immediately on demand.

19.5. The Lessee shall compensate Council and Council shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Lessee constituting a repudiation of the Lease or the Lessee's obligations under the Lease. Such entitlement shall subsist notwithstanding any determination of the Lease and shall be in addition to any other right or remedy which Council may have.

20. DEFAULT INTEREST

20.1. If the Lessee fails to pay any instalment of the Annual Rent or any other money payable

under this Lease for ten (10) Working Days after:

- (a) the due date for payment; or
- (b) the date of Council's demand, if there is no due date,

then the Lessee must on demand pay interest at the Default Interest Rate on the money unpaid from the due date or the date of Council's demand (as the case may be) down to the date of payment.

21. RESOLUTION OF DISPUTES

21.1. The parties must use reasonable endeavours to resolve any dispute, difference or question arising between the parties about:

- (a) the interpretation of this Lease;
- (b) anything contained in or arising out of this Lease;
- (c) the rights, liabilities or duties of Council or Lessee; or
- (d) any other matter touching on the relationship of Council and the Lessee under this Lease (including claims in tort as well as in contract),

by good faith negotiations between the parties and failing resolution being achieved within fifteen (15) Working Days of a party serving to the other notice of a dispute, then by mediation between the parties and failing resolution being achieved within forty (40) Working Days of such mediator being appointed (or such other period as the parties may agree), such dispute, difference or question will be referred to the arbitration of a single arbitrator under the Arbitration Act 1996.

21.2. The parties must try to agree on the arbitrator. If they cannot agree, either or both Council and the Lessee may at any time make application to the Arbitrators' and Mediators' Institute of New Zealand Inc. for the appointment of an arbitrator.

21.3. The parties must go to arbitration under this section before they can begin any action at law (other than an application for injunctive relief).

22. NOTICES

22.1. Any notice or document required or authorised to be delivered or served under this Lease may be delivered or served:

- (a) in any manner prescribed in Part 7 of the Property Law Act 2007 for the type of notice being served; or
- (b) by email where permitted by the Property Law Act 2007 for a notice of its type.

22.2. Any notice or other document will be treated as delivered or served and received by the other party:

- (a) on personal delivery;

- (b) three days after being posted by prepaid registered post; or
- (c) if sent by email, on the sender's receipt of an email message indicating that the email has been opened by the recipient.

22.3. Any notice or document to be delivered or served under this Lease must be in writing and maybe signed by:

- (a) any attorney, officer, employee or solicitor for the party serving or giving the notice; or
- (b) the party serving the notice or any other person authorised by that party.

23. COSTS

23.1. The Lessee must pay to Council on demand:

- (a) the reasonable legal costs for any renewal, extension or variation of this Lease; and
- (b) all costs, charges and expenses for which Council becomes liable as a result of the Lessee's breach of any of the terms of this Lease.

24. HEALTH AND SAFETY

24.1. The Lessee shall abide by all relevant statutory and common law obligations of Council, and shall not of itself do, nor shall it permit or suffer to be done, any act that comprises a breach of such obligations. The Lessee shall comply with all relevant legislation and regulations directly or indirectly relating to or touching upon its use or occupation of the Premises and/or the Common Areas, including without derogating from the generality of the foregoing compliance with the provisions of the relevant District Plan, the Building Act 2004, the HSW Act and including any consequent amendments and enactments passed in substitution.

24.2. The Lessee will do all things necessary as the occupier of the Premises to comply with the HSW Act, including any consequent amendments and enactments passed in substitution thereof, including but not limited to:

- (a) comply with the relevant WorkSafe New Zealand guidelines and regulations and Council's Health and Safety Policy as published by Council from time to time;
- (b) take all steps reasonably practicable to ensure that any person in or on the Premises or in the vicinity of the Premises is not harmed by any Hazard arising in or on the Premises. "Hazard" shall have the same meaning as in the HSW Act;
- (c) develop, maintain and implement at all times during the Term a programme promoting health and safety of people in the Premises and a system of auditing such programme and shall upon written consent by Council provide reasonable details of the programme implemented by the Lessee; and
- (d) comply with any notice issued pursuant to subpart 3 of the HSW Act unless the work required by the notice would otherwise be work required by the provisions of this Lease to be undertaken by Council.

25. GST

25.1. The Lessee must pay to Council all GST payable on the Annual Rent and other money payable by the Lessee under this Lease. The Lessee must pay GST:

- (a) on the Annual Rent on each occasion when the Annual Rent falls due for payment; and
- (b) on any other money payable by the Lessee on demand.

25.2. If:

- (a) the Lessee fails to pay the Annual Rent or other money payable under this Lease (including GST); and
- (b) Council becomes liable to pay additional GST or penalty tax,

then the Lessee must pay the additional GST or penalty tax to Council on demand.

26. NO WARRANTY

26.1. Council does not in any way warrant that the Premises are or will remain suitable or adequate for the Permitted Use or any other approved use and to the full extent permitted by law all warranties as to suitability and to adequacy implied by law are expressly negated. Should any use of the Premises by the Lessee be permissible only with the consent of any Authority under or in pursuance of any statute, ordinance, regulation, bylaw or other enactment or order of Court then the Lessee shall obtain such consent at the sole cost and expense of the Lessee including but not limited to any costs of complying with any conditions of any such consent.

26.2. Council does not warrant that this Lease is in registrable form. The Lessee must not require registration of this Lease against the title to the Land or the Premises. The Lessee will not lodge a caveat over any of the Land or the Premises.

27. PUBLIC LIABILITY

27.1. The Lessee shall occupy the Premises at its own risk and Council shall not be liable for any accident, injury or damage suffered by or caused to any person or property arising out of or by reason of the actions or omissions of the Lessee.

27.2. The Lessee shall be wholly responsible for all damage to the Premises caused by the Lessee, its members, invitees, servants and workmen.

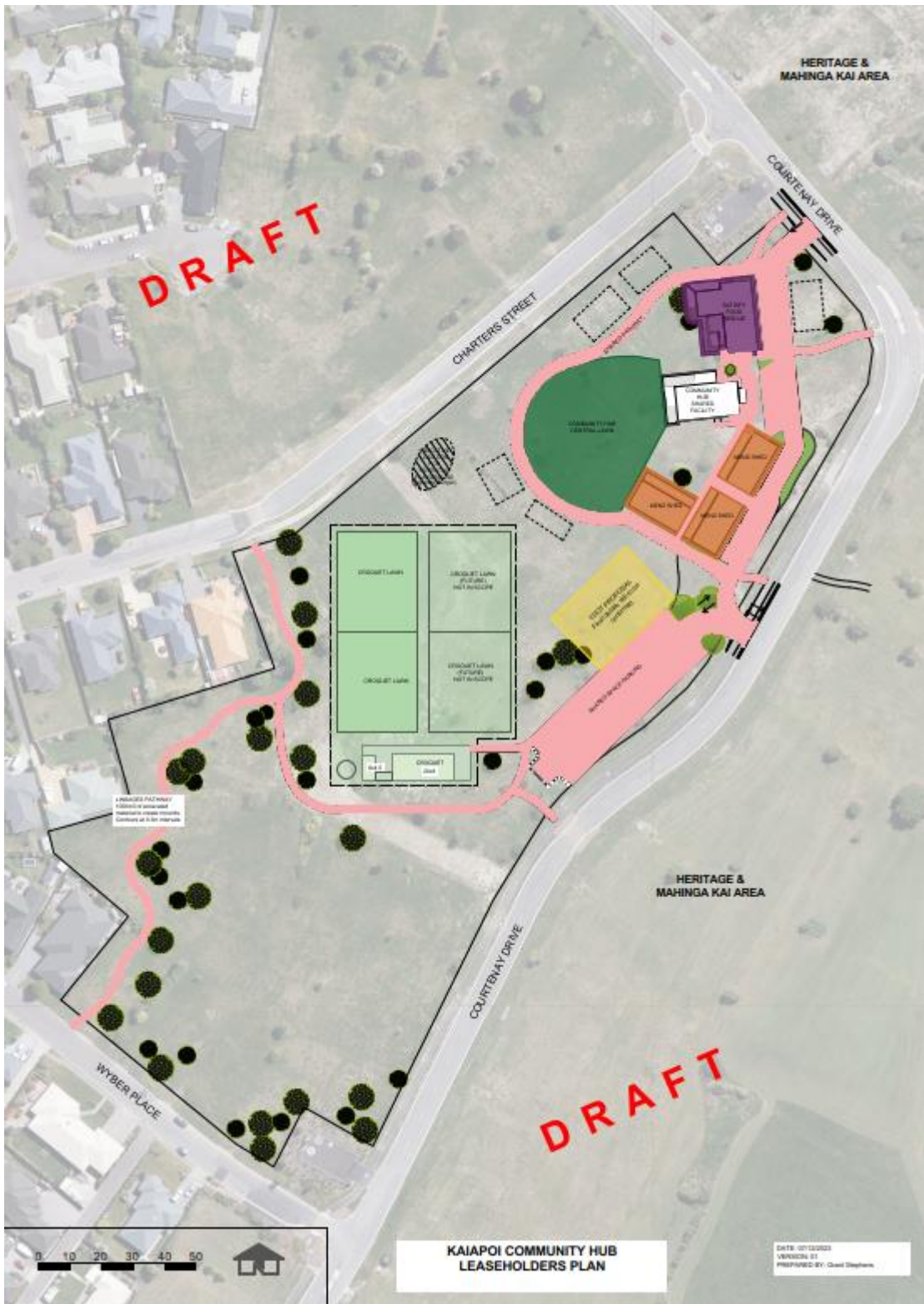
28. GENERAL

28.1. The covenants, conditions, agreements and restrictions implied in this Lease by the Property Law Act 2007 are hereby modified or negated to the extent that the same are inconsistent with or contradictory or repugnant to the covenants, conditions, agreements and restrictions contained in this Lease, but not otherwise.

28.2. To the extent permitted by law the application to this Lease of any moratorium or other law, act or regulation having the effect of extending the Term, reducing or postponing the payment of the Annual Rent or other moneys payable under this Lease or otherwise

- affecting the operation of the terms of this Lease is expressly excluded and negated.
- 28.3. Where Council's consent or approval is required pursuant to any provision of this Lease, such consent or approval shall be required for each separate occasion notwithstanding any prior consent or approval obtained for the like purpose on a prior occasion and the Lessee shall pay for the reasonable legal and other expenses of Council in giving consent on each occasion.
- 28.4. No waiver by Council of any one breach of any covenant, obligation or provision contained or implied in this Lease shall operate as a waiver of another breach of the same or any other covenant, obligation or provision contained or implied in this Lease.
- 28.5. Nothing contained in this Lease shall be deemed or construed by the parties or by any third party as creating the relationship of partnership or of principal and agent or of joint venture between the parties, it being understood and agreed that neither the method of computation of the Annual Rent nor any other provision contained herein nor any acts of the parties shall be deemed to create any relationship between the parties other than the relationship of lessor and lessee upon the terms provided in this Lease.
- 28.6. If any term covenant or condition of this Lease or the application thereof to any person or circumstance shall be or become invalid or unenforceable the remaining terms conditions and covenants shall not be affected thereby.
- 28.7. The covenants, conditions, agreements and obligations of the parties in this Lease shall not merge with or be extinguished by the grant of any further or other lease but shall remain in full force and effect and operative according to their tenor.
- 28.8. This Lease constitutes the entire agreement between the parties in relation to this transaction and supersedes and extinguishes all prior agreements and understandings and all representations or warranties previously given.
- 28.9. Any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.
- 28.10. This Lease may be executed in any number of counterparts (including email copies), all of which, when taken together, will constitute one and the same instrument. A party may enter into this Lease by executing any counterpart.

SCHEDULE B
(The Plan)



SCHEDULE C
(The Design Guidelines)

DRAFT

SCHEDULE D (The Principles)

INTRODUCTION

The Kaiapoi Community Hub (“Hub”) provides space for a range of uses such as recreation and leisure activities, arts and hobby activities, and social and cultural activities, to co-locate and collaborate. The Hub provides a place that is open and accessible to the community, and provides services and activities the community wants and needs, for the purposes of enhancing physical, mental, social and cultural wellbeing.

These User Guidelines, in coordination with the Kaiapoi Community Hub Master Plan, support and guide the development and operation of the Hub.

COUNCIL’S ROLE IN THE COMMUNITY HUB

Council’s key role in the Kaiapoi Community Hub is as the landowner. Council will make the Community Hub site available for community groups (through a lease or licence) to locate a building and/or structure from which they can run their activities.

KAIAPOI COMMUNITY HUB MASTER PLAN

Council has developed a master plan for the Kaiapoi Community Hub. The master plan includes:

- The Plan - which is the Hub layout plan with indicative building footprints, as per Schedule B of the Lease.
- The Design Guidelines - as per Schedule C of the Lease.
- The Principles - which include the Vision, Mission and Values of the Hub as per Schedule D of the Lease.

VISION AND VALUES FOR THE KAIAPOI COMMUNITY HUB



The Kaiapoi Community Hub vision, mission and values are important. They help determine who is part of the Hub and the activities and facilities at the Hub.

At the centre of the vision is people. Surrounding this are five key values – connection, resourcefulness, accessibility, service and impact. All of this leads to being well and thriving together.

Groups who wish to be part of the Kaiapoi Community Hub will need to give effect to the vision, mission and values and show how their activities will deliver on these. The vision, mission and values below will reflect the entire Hub including all stakeholders and lease holders and new groups joining the Hub will agree to align with these guiding principles.

Vision

To be a thriving hub of connection, activity, and learning for Kaiapoi.

Mission

By the community,

For the community.

Five Key Values

1. **Connection**
The Hub is a place that is welcoming - encouraging rich diverse community connection and collaboration.
2. **Resourcefulness**
The Hub operates in a manner that embraces sustainability and encourages growth for the future of our community.
3. **Accessibility**
The Hub is accessible to everyone as a collective, community-focused resource.
4. **Service**
The Hub serves the community by providing a space for participation, education and knowledge sharing.
5. **Impact**
The Hub is a thriving space that makes an immediate and lasting impact in the community.

It is agreed that:

1. All site occupants, including site lease holders and groups who hire facilities, will align with the vision, mission and five key values of the Kaiapoi Community Hub.
2. The occupants of the wider Kaiapoi Community Hub will nominate a representative to attend a monthly operational meeting.
3. It is the group's responsibility to prepare and lodge an appropriate application and meet the conditions of any consent, at their cost. Council will provide support in making an application for a building consent if necessary by providing relevant advice.
4. The Kaiapoi Community Hub seeks to be a well-maintained community space for everyone, it is the occupant's responsibility to ensure that this space is maintained in accordance with the requirements of their lease.
5. All lease holders must ensure that they follow the Design Guidelines. In order to create a sense of connectivity and harmony within the Kaiapoi Community Hub while raising its visual aesthetic from mere sheds to community landmarks.
6. All lease holders must ensure that they abide by their lease conditions ensuring that the Kaiapoi Community Hubs vision and values are not impacted.

SCHEDULE F
(Services)

1. RIGHT TO CONVEY WATER

- 1.1. The Lessee is granted a right to convey water through the Services Facility as designated for the conveyance of water.
- 1.2. A right to convey water includes the right for the Lessee, in common with Council and other persons to whom Council may grant similar rights, at all times, to take and convey water in free and unimpeded flow from the source of supply or point of entry through the Services Facility and over the Services Area to the Premises.
- 1.3. The right to take and convey water in free and unimpeded flow is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the Services Facility.

2. RIGHT TO DRAIN WATER

- 2.1. The Lessee is granted a right to drain water through the Services Facility as designated for the drainage of water.
- 2.2. A right to drain water includes the right for the Lessee, in common with Council and other persons to whom Council may grant similar rights, at all times, to convey water (whether sourced from rain, springs, soakage, or seepage) in any quantity from the Premises through the Services Facility and over the Services Area.
- 2.3. The right to drain water is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the Services Facility.

3. RIGHT TO DRAIN SEWAGE

- 3.1. The Lessee is granted a right to drain sewage through the Services Facility as designated for the drainage of sewage.
- 3.2. A right to drain sewage includes the right for the Lessee, in common with Council and other persons to whom Council may grant similar rights, at all times, to drain, discharge, and convey sewage and other waste material and waste fluids in any quantity from the Premises through the Services Facility and over the Services Area.
- 3.3. The right to drain, discharge, and convey sewage and other waste material and waste fluids is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the Services Facility.

4. RIGHT TO CONVEY ELECTRICITY

- 4.1. The Lessee is granted a right to convey electricity through the Services Facility as designated for the conveyance of electricity.
- 4.2. A right to convey electricity includes the right for the Lessee, in common with Council and other persons to whom Council may grant similar rights, at all times, to lead and convey

electricity and electrical impulses without interruption or impediment from the point of entry through the Services Facility and over the Services Area to the Premises.

- 4.3. The right to convey electricity without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the Services Facility.

5. RIGHT TO CONVEY TELECOMMUNICATIONS

- 5.1. The Lessee is granted a right to convey telecommunications through the Services Facility as designated for the conveyance of telecommunications.

- 5.2. A right to convey telecommunications includes the right for the Lessee, in common with Council and other persons to whom Council may grant similar rights, at all times, to lead and convey telecommunications without interruption or impediment through the Services Facility and over the Services Area and to and from the Premises.

- 5.3. The right to convey telecommunications without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the Services Facility.

6. INTERFERENCE

- 6.1. The Lessee must not do and must not allow to be done on the Premises or the Services Area anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Services Facility.

7. REPAIR, MAINTENANCE, AND COSTS

- 7.1. If the Lessee has exclusive use of part of the Services Facility, the Lessee is responsible for arranging the repair and maintenance of that part of the Services Facility, and for the associated costs, so as to keep that part of the Services Facility in good order and to prevent it from becoming a danger or nuisance.

- 7.2. If the Lessee and the Neighbouring Tenants share the use of part of the Services Facility, each of them is responsible equally for the repair and maintenance of that part of the Services Facility, and for the associated costs.

- 7.3. In completing any repairs and maintenance of the Services Facility, the Lessee must meet any associated requirements of Council.

- 7.4. Any repair or maintenance of the Services Facility that is attributable solely to an act or omission by the Lessee must be promptly carried out by the Lessee at their sole cost.

- 7.5. If the repair and maintenance of the Services Facility is only partly attributable to an act or omission by the Lessee, the Lessee must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission and the balance of the costs are payable in accordance with clause 7.2.

8. RIGHTS OF ENTRY

- 8.1. The Lessee may, for the purpose of exercising any right or power, or performing any related duty, implied under this Schedule F:

- (a) enter upon the Services Area by a reasonable route and with all necessary tools,

vehicles, and equipment;

- (b) remain on the Services Area for a reasonable time for the sole purpose of completing the necessary work; and
- (c) leave any vehicles or equipment on the Services Area for a reasonable time if work is proceeding.

8.2. However, the Lessee must first give reasonable notice to Council.

8.3. The Lessee must ensure that as little damage or disturbance as possible is caused to the Services Area or to Council.

8.4. The Lessee must ensure that all work is performed properly.

8.5. The Lessee must ensure that all work is completed promptly.

8.6. The Lessee must immediately make good any damage done to the Services Area by restoring the surface of the land as nearly as possible to its former condition to the satisfaction of Council.

8.7. The Lessee must compensate Council for all damage caused by the work to any buildings, erections, or fences on the Services Area.

9. DEFAULT

9.1. If the Lessee does not meet the obligations implied or specified in this Schedule F:

- (a) Council may serve on the Lessee written notice requiring the Lessee to meet a specific obligation and stating that, after the expiration of ten (10) Working Days from service of the notice of default, Council may meet the obligation; and
- (b) if, at the expiry of the 10 Working Day period, the Lessee has not met the obligation, Council may:
 - (i) meet the obligation;
 - (ii) for that purpose, enter the Services Area;
 - (iii) the Lessee is liable to pay Council the cost of preparing and serving the default notice and the costs incurred in meeting the obligation; and
 - (iv) Council may recover from the Lessee, as a liquidated debt, any money payable under this clause.

WAIMAKARIRI DISTRICT COUNCIL
("Council")

and

[YOUTH DEVELOPMENT AND OPPORTUNITIES TRUST CHARITIES SERVICES No CC24908]

("Lessee")

**DEED OF LEASE
YOUTH
DEVELOPMENT AND
OPPORTUNITIES
TRUST,
COURTENAY DRIVE,
KAIAPOI**

Contents

| | |
|--|----|
| PARTIES | 4 |
| BACKGROUND | 4 |
| PARTICULARS OF LEASE | 4 |
| SCHEDULE A | 10 |
| 1. INTERPRETATION | 10 |
| 2. RENT | 13 |
| 3. OUTGOINGS AND PAYMENTS | 13 |
| 4. RENT REVIEW | 13 |
| 5. RIGHTS OF RENEWAL | 14 |
| 6. HOLDING OVER | 14 |
| 7. MAINTENANCE | 14 |
| 8. CAPACITY | 15 |
| 9. LESSEE'S USE OF PREMISES | 15 |
| 10. DEVELOPMENT OF THE PREMISES | 18 |
| 11. ASSIGNMENT AND SUBLEASING | 19 |
| 12. COUNCIL'S RIGHTS OF ENTRY | 20 |
| 13. INSURANCE | 21 |
| 14. DAMAGE OR DESTRUCTION | 21 |
| 15. LESSEE'S IMPROVEMENTS UPON TERMINATION | 22 |
| 16. INDEMNITY | 23 |
| 17. ESSENTIAL TERMS | 23 |
| 18. COMPENSATION | 23 |
| 19. DEFAULT | 24 |
| 20. DEFAULT INTEREST | 25 |
| 21. RESOLUTION OF DISPUTES | 25 |
| 22. NOTICES | 26 |
| 23. COSTS | 26 |
| 24. HEALTH AND SAFETY | 27 |
| 25. GST | 27 |
| 26. NO WARRANTY | 28 |
| 27. PUBLIC LIABILITY | 28 |
| 28. GENERAL | 28 |
| SCHEDULE B | 30 |
| SCHEDULE C | 31 |
| SCHEDULE D | 32 |
| SCHEDULE E | 34 |

SCHEDULE F..... 35

DRAFT

Dated the _____ day of _____ 20____

PARTIES

1. **WAIMAKARIRI DISTRICT COUNCIL (“Council”)**
2. **[YOUTH DEVELOPMENT AND OPPORTUNITIES TRUST CHARITIES SERVICES No CC24908]**
 (“Lessee”)

BACKGROUND

- A Council is the registered owner of the property located at Courtney Drive, Kaiapoi being the Land described in the Particulars of Lease.
- B Council wishes to grant to the Lessee a lease in respect of the Premises (including non-exclusive rights to use the Common Areas) and the Lessee wishes to take a lease of the Premises on the terms and conditions contained herein.

PARTICULARS OF LEASE

| | |
|--------------------------------------|---|
| Land | The land situated at Courtenay Drive, Kaiapoi being Section 2 Survey Office Plan 523342 and Lot 1-2 Deposited Plan 305080 and Lot 195-199 Deposited Plan 82951 and Lot 158-160, 162-164, 167-182 Deposited Plan 80840 and Lot 111-135, 137 Deposited Plan 77440 and Lot 1-2 Deposited Plan 80993 contained in Record of Title 860271. |
| Premises | Means that part of the Land shown [coloured yellow] on the Plan and being approximately [Area] in size. |
| Common Areas | Means the common areas on the Land shown [coloured pink] on the Plan. |
| Term of Lease | Thirty (30) years. |
| Rights of Renewal | Refer to clause 5 of Schedule A. |
| Commencement Date | [TBA] |
| Final Expiry Date | [TBA] |
| Annual Rent | \$1.00 plus GST per annum, payable annually in advance (if demanded). |
| Rent Review Dates | Not applicable (subject to clause 4.1) |
| Permitted Use | Vocational, fitness and life skills training for local youth |
| Minimum Public Risk Insurance | Not less than \$1,000,000 (One million dollars) |

| | |
|---|---|
| Default Interest Rate | 14% per annum |
| Council's Address | C/- The Chief Executive Officer Waimakariri District Council Private Bag 1005 RANGIORA 7440 |
| Lessee's Address | |
| Lessee's contact email address | |
| Lessee's contact mobile phone number | |
| Included Outgoings | <ol style="list-style-type: none"> (1) Rates or levies payable to any local or territorial authority. (2) Any costs in relation to cleaning, maintenance and repair charges for which Council is responsible under this Lease. (3) Council's management costs in relation to this Lease including preparation of invoices, routine inspections, and arranging repairs which are the responsibility of Council. |
| Excluded Outgoings | <ol style="list-style-type: none"> (1) Rubbish collection and recycling charges. (2) Fire and Emergency New Zealand charges and the maintenance charges in respect of all fire detection and fire-fighting equipment. (3) Charges for water, gas, electricity, telecommunications and other utilities or services, including line charges. (4) Any insurance excess in respect of a claim. (5) Insurance premiums and related valuation fees (if any) (but the Lessee will be liable for payment of insurance premiums as required under clause 13). |

| | |
|--|--|
| <p>Additional Terms or Conditions</p> | <p>(1) In addition to the Lessee's general maintenance obligations under clause 7 of Schedule A of this Lease the Lessee must at its cost maintain all Improvements in a good condition, including but not limited to the Lessee's Improvements.</p> <p>(2) The Lessee acknowledges that Council desires the Lessee and the Neighbouring Tenants to co-operate with each other and with Council in order to increase community engagement with the Kaiapoi Community Hub Precinct and the Lessee agrees to act in good faith and to co-operate with Council and the Neighbouring Tenants to encourage community engagement in the Kaiapoi Community Hub Precinct.</p> <p>(3) Further to the Lessee's obligations under clause 10, the Lessee must ensure that the Lessee's Works comply with the Design Guidelines.</p> <p>(4) The Lessee must during the Term act in such a manner that complies with the spirit and intent of the Principles which are attached at Schedule D to this Lease.</p> <p>(5) The Lessee is granted a non-exclusive licence right to use the Common Areas for purposes associated with its use of the Premises subject to the covenants, conditions, agreements and restrictions set out in the Schedules to this Lease.</p> <p>(6) The following provisions apply to booking use of the Community Hub Central Lawn:</p> <ul style="list-style-type: none"> a) Council may make the Community Hub Central Lawn available for bookings. b) If Council does make the Community Hub Central Lawn available for bookings, the Lessee will be entitled to apply to book the Community Hub Central Lawn via Council's preferred method for bookings and such bookings shall be made on such terms and conditions and at such fees as Council requires at the time. c) Notwithstanding Additional Term (6)b), Council shall not charge the Lessee fees for booking the Community Hub Central Lawn for events which Council, acting reasonably, considers to be community based events for the benefit of the local community. d) The Lessee does not have priority rights to booking the Community Hub Central Lawn and must not interfere with the use of the Community Hub Central Lawn by Council or its invitees including but not limited to any person who books the Community Hub Central Lawn. e) The Lessee acknowledges that Council may at its discretion prevent booking of the Community Hub Central Lawn at any time on a long or short term basis, including where Council wishes to lease or otherwise deal with the Community Hub Central Lawn. |
|--|--|

| | |
|--|--|
| | <p>f) If the Lessee is unable to determine whether or not the Community Hub Central Lawn is booked for use via Council's booking system, Council shall notify the Lessee of bookings.</p> <p>(7) The areas shown marked on the Plan are approximate and indicative only and are subject to survey and may be varied by Council by notice to the Lessee, provided that Council may not vary the Premises so that any building constructed by the Lessee in accordance with the terms of this Lease and located in a position pegged by the Lessee and subsequently approved by Council in writing, is outside the boundaries of the revised Premises following variation by Council in accordance with this Additional Term (7).</p> <p>(8) Council will construct the Council Hub Services to serve the Kaiapoi Community Hub Precinct. Council will advise the Lessee in writing when installation of the Council Hub Services is completed.</p> <p>(9) The Lessee must on or prior to completion of any building on the Premises connect the Lessee's Services to the Council Hub Services at the Connection Point and via a route approved by Council and have the water, electricity and telecommunication services separately metered.</p> <p>(10) The Lessee shall enjoy the rights and be subject to the obligations in relation to the Lessee's Services and Council Hub Services set out in Schedule F.</p> |
|--|--|

The Parties Agree

By this Deed of Lease Council leases to the Lessee and the Lessee takes on lease the Premises specified in the Particulars of Lease (together with non-exclusive rights to use the Common Areas) commencing from the Commencement Date for the Term and at the Annual Rent specified in the Particulars of Lease and subject to the covenants, conditions, agreements and restrictions set out in **Schedules A, B, C, D, E and F** to this Lease **AND** Council and the Lessee acknowledge that all such Schedules form part of this Lease.

Executed as a deed:

SIGNED for and on behalf of)
WAIMAKARIRI DISTRICT COUNCIL)
by its Authorised Officers:)

.....
Name of Authorised Officer

.....
Signature of Authorised Officer

.....
Name of Authorised Officer

.....
Signature of Authorised Officer

in the presence of:

WITNESS:

Signature:

Name:

Occupation:

Residential Address:

SIGNED for and on behalf of)
[YOUTH DEVELOPMENT AND)
OPPORTUNITIES TRUST)
CHARITIES SERVICES No CC24908)

by:)

.....
Name

.....
Signature

[CF Note: YDOT to confirm its preferred / required execution method. E.g are 2 authorised signatories required to sign?]

in the presence of:

WITNESS:

Signature:

Name:

Occupation:

Residential Address:

DRAFT

SCHEDULE A
(Specific Terms)

1. INTERPRETATION

1.1. In this Lease unless the context indicates otherwise:

“Annual Rent” mean the annual rent specified in the Particulars of Lease subject to changes consequent on any right to review the annual rent or on the Lessee’s exercise of any right to renew this Lease;

“Authority” means and includes every governmental, local, territorial and statutory authority having jurisdiction or authority over the Premises or their use;

“Building” means the whole or part of any structures, buildings or Improvements (which may or may not form part of the Lessee’s Improvements) and, where not repugnant to the context, includes any alterations or additions to any structures, buildings or Improvements;

“Commencement Date” means the commencement date specified in the Particulars of Lease;

“Common Areas” means the common areas described in the Particulars of Lease;

“Community Hub Central Lawn” means the lawn area shown [coloured green] on the Plan;

“Connection Point” means the point shown on the Services Plan for connecting the Lessee’s Services to the Council Hub Services;

“Council” means Waimakariri District Council and includes Council’s assigns and Council’s employees, contractors and agents;

“Council Hub Services” means the electricity, water, drainage, sewerage and telecommunication services to the Kaiapoi Community Hub Precinct as shown on the Services Plan;

“Default Interest Rate” means the Default Interest Rate specified in the Particulars of Lease;

“Design Guidelines” means the design guidelines applicable to development of the Premises as attached at Schedule C;

“Excluded Outgoings” means the rates, charges, levies, assessments, duties, impositions and fees from time to time payable to any Authority relating to the Premises and other costs relating to the Premises as specified in the Particulars of Lease but excluding the Included Outgoings;

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

“HSW Act” means the Health and Safety at Work Act 2015;

“Improvements” means Council’s or the Lessee’s property situated in, or on the Premises and includes without limitation the Lessee’s Improvements and all Buildings, structures and improvements and all equipment and plant;

“Included Outgoings” means only those rates, charges, levies, assessments, duties, impositions and fees from time to time payable to any Authority relating to the Premises and other costs relating to the Premises as specified in the Particulars of Lease as Included Outgoings;

“Kaiapoi Community Hub Precinct” means the area shown [edged black] on the Plan;

“Land” means the land described in the Particulars of Lease;

“Lease” means this Deed of Lease as amended or varied from time to time whether by operation of the terms of this Lease or otherwise;

“Lessee” includes the Lessee’s executors, administrators or successors and permitted assigns or sublessees or licensees of the Lessee and, where not repugnant to the context, the employees, contractors and agents of the Lessee;

“Lessee’s Improvements” means the Lessee’s property situated in, or on the Premises and includes all Buildings, structures and Improvements and all equipment and plant owned or placed on the Premises by the Lessee and, where not repugnant to the context, includes any alterations or additions to any structures, Buildings or Improvements made by the Lessee;

“Lessee’s Services” means electricity, water, drainage, sewerage and telecommunication services from the Connection Point to the Premises;

“Lessee’s Works” shall have the meaning given to that term in clause 10.7;

“Neighbouring Tenants” means other tenants who occupy a site within the Kaiapoi Community Hub Precinct pursuant to the terms of a lease or licence or other agreement with Council;

“Permitted Use” means the permitted use as described in the Particulars of Lease;

“Plan” means the plan attached as Schedule B;

“Premises” means the premises described in the Particulars of Lease and includes any Improvements on the Premises owned by Council (if any) but excludes the Lessee’s Improvements;

“Principles” means the high level principles attached at Schedule D;

“Rent Review Dates” means the rent review dates prescribed in the Particulars of Lease;

“Services Area” means the area used for the Council Hub Services and/or the Lessee Services (as applicable);

“Services Facility”:

- (a) for a right to convey water, means pipes, pumps, pump sheds, storage tanks,

water purifying equipment, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution;

- (b) for a right to convey electricity or a right to convey telecommunications, means wires, cables (containing wire or other media conducting materials), ducts, surface boxes, towers, poles, transformers, switching gear, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution;
- (c) for a right to drain water, means pipes, conduits, open drains, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution;
- (d) for a right to drain sewage, means pipes, conduits, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution;

which are part of the Council Hub Services or the Lessee's Services;

"Services Plan" means the plan at Schedule E;

"Term" means the term of lease specified in the Particulars of Lease; and

"Working Day" has the meaning given to it in the Property Law Act 2007.

- 1.2. The terms "Building Work" and "Code Compliance Certificate" have the meanings given to those terms in the Building Act 2004.
- 1.3. Expressions defined in the main body of this Lease have the defined meaning in the whole of this Lease including the background and the schedules.
- 1.4. Section, clause and other headings are for ease of reference only and do not form any part of the context or affect this Lease's interpretation.
- 1.5. Where two or more persons are bound by a provision in this Lease, that provision will bind those persons jointly and each of them severally.
- 1.6. Any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done.
- 1.7. References to parties are references to parties to this Lease and include each party's executors, administrators and successors.
- 1.8. References to persons include references to individuals, companies, partnerships, associations, trusts, government departments and local authorities in each case whether or not having separate legal personality.
- 1.9. Singular words include the plural and vice versa.
- 1.10. The terms specified in the schedules will be interpreted by reference to those schedules.

1.11. References to sections, clauses and the schedules are references to sections and clauses of and the schedules to this Lease.

1.12. References to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to that statute or regulation whether by subsequent statute or otherwise.

2. RENT

2.1. The Lessee will pay the Annual Rent due under this Lease to Council (or as Council may in writing otherwise direct) (if demanded) and without any deduction or set-off howsoever. The parties acknowledge that the rent for the non-exclusive right to use the Common Areas shall be a nominal amount of \$0.10 per annum which is included in the Annual Rent.

2.2. The Annual Rent shall be paid annually in advance with a first instalment due on the Commencement Date.

2.3. The Annual Rent due under this Lease from time to time shall be paid by automatic bank authority or in such other manner as Council may from time to time direct.

3. OUTGOINGS AND PAYMENTS

3.1. The Lessee has no liability for the Included Outgoings. Provision for the costs of such Included Outgoings is included in the Annual Rent.

3.2. The Lessee must on demand by Council pay the Excluded Outgoings without deduction or set-off. If any Excluded Outgoing is not separately assessed or charged to the Premises, the Lessee must pay a fair and reasonable proportion of that Excluded Outgoing. Any Excluded Outgoing which is not assessed or charged for a period falling wholly within the Term will be apportioned between Council and the Lessee.

3.3. The Lessee shall promptly pay to the relevant Authorities as they become due all charges or maintenance costs incurred in respect of the supply of water, gas, electricity, oil, telephone, or other services whatsoever to the Premises.

3.4. The parties agree that the Lessee must be entered in the rating information database and district valuation roll in respect of the Premises for the purposes of The Local Government (Rating) Act 2002.

4. RENT REVIEW

4.1. If:

- (a) The Lessee assigns this Lease in accordance with clause 11; or
- (b) Council, at its discretion, reviews its policy relating to rental charges for premises leased to entities to encourage community engagement;

Council may notify the Lessee of a change in the Annual Rent amount payable (to fall in line with other community lease agreements, as determined by Council) and the notified Annual Rent shall become payable [6 months] after Council notifies the Lessee of the change.

- 4.2. If following any increase in the Annual Rent pursuant to clause 4.1, the Lessee considers (acting reasonably) that it is not financially feasible for the Lessee to continue with its lease of the Premises then the Lessee may elect to terminate this Lease immediately following the provision of notice in writing to Council of that intention. The provisions of clause 15 shall apply in the event of any such termination.

5. RIGHTS OF RENEWAL

- 5.1. Whilst the Lessee is not entitled to a renewed lease term, Council may be willing to grant a further lease to the Lessee on terms acceptable to Council if Council is satisfied, in its sole discretion, that:
- (a) the Lessee has complied with the terms and conditions of this Lease during the Term; and
 - (b) there is sufficient need in the community for a youth development and training facility and it is in the public interest to use the Premises for a youth development and training facility for a further lease term taking into account the alternative potential uses of the Premises for the benefit of the community at that time.

6. HOLDING OVER

- 6.1. If, other than under a renewal of this Lease or the grant of a further lease, Council permits the Lessee to remain in occupation of the Premises after the end or earlier termination of the Term, the Lessee will occupy the Premises pursuant to a periodic tenancy that may be terminated in accordance with section 210 of the Property Law Act 2007 and any amendment thereto. To the extent that they are applicable to periodic tenancies all other matters set out herein and implied by law will continue to apply between the parties.

7. MAINTENANCE

- 7.1. The Lessee will at all times maintain, repair, redecorate, replace, renew and keep the Lessee's Improvements together with all conveniences, amenities and appurtenances relating thereto in good and substantial repair, order and condition in all respects and in the same condition as at the time of erection or installation of the same (excluding fair wear and tear). The Lessee shall from time to time replace or renew any of the Lessee's Improvements and the said conveniences, amenities and appurtenances to ensure such state of good and substantial repair, order and condition. In the event of any part of the Lessee's Improvements having been replaced or renewed during the Term then the Lessee shall maintain the same in the same condition as at the date of such replacement or renewal (excluding fair wear and tear).
- 7.2. The Lessee must throughout the Term:
- (a) keep the Premises clean and tidy;
 - (b) regularly remove all rubbish and waste from the Premises;
 - (c) replace all broken glass on the Premises;
 - (d) prevent and exterminate any pest infestation on the Premises; and
 - (e) maintain and repair in a good and useable condition all drains, ditches, water,

gas, electricity, telephones, pipes and conduits and all other utilities on or servicing the Premises.

- 7.3. Council reserves the right to repair, maintain and upgrade all existing drainage pipes or other drainage works on the Premises provided that the Lessee remains liable to maintain the drains and ditches as provided in clause 7.2(e).
- 7.4. The Lessee's obligations under clause 7.1 do not apply to damage caused by fire, flood, earthquake, earth subsidence, storm, tempest, act of God or inevitable accident unless the Lessee's act or omission has caused insurance proceeds to be unavailable which, but for the act or omission, would have been available towards the cost of making good the damage.

8. CAPACITY

- 8.1. For the avoidance of doubt, the Lessee acknowledges that this Lease is entered into by Council, in its capacity as land owner and not as regulatory authority. The two roles of Waimakariri District Council are different, and any consent or approval given by Waimakariri District Council in relation to this Lease in its capacity as Council under this Lease does not waive or imply Waimakariri District Council's consent or approval in its capacity as regulatory authority.

9. LESSEE'S USE OF PREMISES

- 9.1. Subject to this clause 9, the Lessee must only use the Premises for the Permitted Use. For the avoidance of doubt, the Lessee's rights to use the Common Areas are subject to the restrictions equivalent to those in relation to the use of the Premises set out or contemplated by the terms of this Lease (amended as necessary taking into account the Lessee only having the non-exclusive right to use the Common Areas). The Lessee must not cause damage to the Common Areas and must repair any damage to the Common Areas caused by the Lessee or its invitees, to Council's satisfaction.

- 9.2. The Lessee must:

- (a) not carry on any noxious, noisy or offensive business or activity in or about the Land or do anything which is or may become a nuisance or annoyance to any person, but the carrying on of the Permitted Use by the Lessee in a reasonable manner will not of itself be a breach of this clause;
- (b) not affix any signs without the prior written consent of Council;
- (c) keep the Premises clean, tidy, and free of all waste, rubbish, pest infestations, noxious weeds and noxious vermin;
- (d) ensure the Premises and Improvements are used only for the Permitted Use and not for any storage of any materials or any vehicles outside any Building;
- (e) not permit, allow or suffer the Premises and Improvements being used for the purposes of accommodation;
- (f) not cause any contamination of the Premises and must rectify to Council's reasonable satisfaction any contamination of the Premises arising after the Commencement Date;

- (g) not obstruct access ways or the Common Areas and parking is to be in nominated areas only;
 - (h) not cut, damage or remove existing trees or shrubs, or plant any new trees or shrubs without the consent of Council;
 - (i) not permit, allow or suffer the storage of any flammable products or hazardous materials on the Premises that would contravene the Hazardous Substances and New Organisms Act 1996 except with the prior written approval of Council, but in any event, only where the Lessee takes all reasonable steps to ensure that such materials are stored safely;
 - (j) not do anything which is or may become a breach of any duty imposed on any person by the Resource Management Act 1991;
 - (k) not do anything which is or may become a breach of any duty imposed on any person by the HSW Act; and
 - (l) comply in all respects with all acts, bylaws, regulations, rules and requisitions relating to the Premises and the Lessee's use of the Premises.
- 9.3. The Lessee will at all times observe and comply in all respects with all statutes, ordinances, regulations, rules, requisitions, bylaws or other enactments and any common law obligations affecting the Premises or relating to the use of the Premises and/or the Lessee's Improvements and with all requirements of any Authority and will keep Council indemnified from and against all actions, claims, demands, losses, damages, costs and expenses arising out of any non-compliance by the Lessee.
- 9.4. The Lessee will perform and observe the obligations of Council in connection with any easement of any kind for the time being affecting the Premises (whether as benefited land or burdened land) including the carrying out, effecting or contributing to any works, repairs or maintenance.
- 9.5. The Lessee warrants and undertakes that the Lessee:
- (a) will at its cost keep and maintain all fences, gates, drains and other improvements (if any) erected on the Premises in good order and condition (damage by fire, earthquake or other inevitable accident excepted) and shall not seek any contribution to fencing costs from Council and will permit Council or their agents, staff, and contractors at all reasonable times to enter upon the Premises for the purpose of viewing the state of or repairing, maintaining or improving the condition of the improvements (if any) thereon;
 - (b) will not at any time undertake anything on the Premises or cause or allow any act on the Premises which shall be a disturbance, nuisance or annoyance to Council or the occupiers or owners of adjoining land or cause contamination of the Land, the Premises or adjoining land;
 - (c) will at all times keep the Premises free of all noxious weeds, plants and vermin and at the Lessee's own expense do all things necessary to comply with the provisions and requirements of the Biosecurity Act 1993 without being entitled to any compensation in respect thereof;

- (d) shall not fell, remove, trim or damage any trees on the Premises unless the prior written approval of Council has been obtained;
- (e) will comply with all relevant statutory and common law obligations, regulations and bylaws affecting the Lessee's use of the Premises including but not limited to:
 - (i) complying with all legislation, regulations and bylaws in relation to water quality protection and standards including, without limitation, The National Policy Statement for Freshwater 2020, National Environmental Standards for Freshwater, stock exclusion regulations under section 360 of the Resource Management Act 1991, and the rules and bylaws of any relevant Authority;
 - (ii) complying with all obligations under the Animal Welfare Act 1999 (and any other relevant and/or replacement legislation and regulations) and ensure the physical, health and behavioural needs of all animals on the Premises are met in accordance with good farming practice; and
 - (iii) complying with all legislation, regulations and bylaws in relation to health and safety, (including but not limited to compliance with the health and safety obligations under clause 24),and will (to the maximum extent permitted by law) indemnify Council for any loss, claim, complaint, liability, cost, penalty or award of damages Council may suffer as a consequence of the Lessee's failure to so comply with any of the obligations in this clause;
- (f) will at the Lessee's cost, obtain and comply with all resource consents, permits and other planning approvals and licences and permissions required for the Lessee's use of the Premises;
- (g) shall comply with all requirements recorded in any tender (if any) for this Lease;
- (h) shall at their own cost keep the Premises and Council's Improvements free from damage or rubbish, and must at Council's option either promptly repair any damage caused by them or any person using the Premises under this Lease or compensate Council for such damage and any associated repair costs;
- (i) shall not remove any Council's Improvements (if any) owned by Council from the Premises and shall at Council's option either replace any damaged or lost Council Improvements with others of like value or compensate Council for such damage and any associated repair or replacement costs;
- (j) shall notify Council as soon as practicable, of any hazards arising upon the Premises identified by the Lessee, its agents, contractors, guests, tenants or invitees;
- (k) shall notify Council if any damage occurs to the Premises or any injury or harm occurs to any person on the Premises, of the details of the damage, injury, or harm, and, to the best of the Lessee's knowledge, details of how it occurred as soon as practicable after the Lessee becomes aware of such damage;

- (l) shall not do anything upon the Premises which may prejudice, or invalidate any insurance policy held by Council, nor, except with Council's prior written approval, do anything on the Premises that would cause the premium of any insurance policy held by Council in respect of the Premises to be likely to increase. The Lessee must pay on demand all extra premiums payable due to any breach of this clause; and
- (m) shall actively participate in any operational management group associated with the Land as reasonably required by Council.

9.6. The Lessee shall at all times at the Lessee's own expense without being entitled to any compensation in respect thereof do all things necessary to:

- (a) eradicate from the Premises all declared plant pests under the Environment Canterbury, Canterbury Regional Pest Management Plan as current from time to time; and
- (b) control on and eradicate from the Premises all declared animal pests and animal "Organisms of Interest" under the Environment Canterbury, Canterbury Regional Pest Management Plan as current from time to time,

in accordance with industry best practices and standards and Environment Canterbury approvals and recommendations.

9.7. The natural vegetation of New Zealand is unique and diverse in keeping with its isolation from other lands. Within the Waimakariri District are areas of indigenous vegetation which include (but are not limited to) specimens of Kanuka, Matagouri, Cassina, Pommaderris and Cop Intertexta. These plants are the last remains of this type of vegetation that once used to cover the Canterbury Plains and therefore are considered to be of high importance. Where this vegetation is encountered by the Lessee in the course of this Lease, the Lessee shall protect this vegetation from any damage occurring as a result of its use of the Premises.

10. DEVELOPMENT OF THE PREMISES

10.1. The Lessee must pay Council's reasonable costs of any request for consent under this clause (including Council's legal costs), whether or not consent is given.

10.2. The Lessee shall not make any alteration or addition to the Premises including, without limitation, placing, erecting or constructing any building or structure (including, without limitation, any portable or movable thing including, without limitation, a trailer or vehicle which has the characteristic of or may be used as a building or structure for example a portable shed or dwelling or container) without Council's prior written approval which may be given or withheld at Council's absolute discretion. The Lessee shall provide Council with detailed plans, elevations and specifications of any new building or structure and/or any alteration for Council to consider when the Lessee applies for Council's approval.

10.3. Without limitation to clauses 9 and 10.2, the Lessee shall be responsible for notifying any relevant Authority prior to the commencement of any work on the Premises that would require a consent, and shall comply with any additional requirements imposed by that Authority.

- 10.4. Should any services be required to be supported or relocated, then the Lessee shall liaise with the appropriate Authority to gain approval, and shall comply with all instructions issued by the relevant Authority.
- 10.5. Where other existing services are disrupted or damaged in any way by the operations of the Lessee, they shall be repaired and reinstated to the satisfaction of Council and the relevant Authorities, entirely at the expense of the Lessee, including the cost of any supervision and/or inspections.
- 10.6. The Lessee shall ensure the adequate protection from disturbance of all benchmarks and survey marks unless indicated otherwise by Council.
- 10.7. If Council does consent to any alterations or additions to the Premises ("**Lessee's Works**"):
- (a) Council's consent under this Lease is in Waimakariri District Council's capacity as Council and the Lessee must still obtain any consents required from Waimakariri District Council in its capacity as the local authority;
 - (b) the Lessee must submit a programme for completion of the Lessee's Works which is acceptable to Council and addresses:
 - (i) traffic management plans;
 - (ii) road closures;
 - (iii) on site health and safety; and
 - (iv) such other matters as are appropriate given the nature of the Lessee's Works.
 - (c) The Lessee must use suitably qualified persons to carry out the Lessee's Works and ensure that the Lessee's Works are completed to a good and workmanlike standard to the reasonable satisfaction of Council and in compliance with all laws, regulations and relevant building standards.

11. ASSIGNMENT AND SUBLEASING

- 11.1. The Lessee may with Council's prior written consent:
- (a) assign the Lessee's interest in this Lease; or
 - (b) sublease all or part of the Premises.
- 11.2. Without limiting the grounds on which Council may withhold consent under clause 11.1, Council may, as a condition of any consent, require prior compliance with the following conditions:
- (a) the Lessee must prove to Council's reasonable satisfaction that the proposed assignee or sublessee is responsible and, in the case of an assignment, of sound financial standing including provision of credit checks as reasonably required by Council;

- (b) the Lessee must have performed all of the Lessee's obligations under this Lease up to the date of the proposed assignment or grant of the sublease;
 - (c) in the case of an assignment, the assignee must sign a deed of covenant with Council (in the form reasonably required by Council) agreeing to perform the Lessee's obligations under this Lease but without releasing the assignor or any other person from liability under this Lease; and
 - (d) in the case of an assignment to a company, the shares in which are not listed on the New Zealand Stock Exchange, Council may require the assignee's directors and shareholders to guarantee the assignee's obligations under the deed of covenant signed by the assignee.
- 11.3. The Lessee must pay Council's reasonable costs for any consent or application for consent under this clause (including Council's legal costs) and the costs of investigating the suitability of the proposed assignee or sublessee.
- 11.4. If the Lessee or the Lessee's holding company is a company not listed on the New Zealand Stock Exchange, any:
- (a) change in the legal or beneficial ownership of any of the Lessee's shares; or
 - (b) issue of new capital,
- which results in a change in the Lessee's effective control or management will be treated as an assignment of this Lease requiring Council's prior written consent. The persons acquiring effective control of the Lessee or the Lessee's holding company (as the case may be) as a result of that change will be treated as the assignees.
- 11.5. Council must act reasonably when considering any application under this clause 11 and must provide a response within thirty (30) Working Days after the provision of all required information.

12. COUNCIL'S RIGHTS OF ENTRY

- 12.1. Council and/or Council's agents, employees or contractors may, with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time without notice in the case of an emergency), enter upon the Premises to view the condition thereof or to confirm the Lessee's compliance with the terms of this Lease (including but not limited to compliance with the health and safety obligations under clause 24) and the following provisions shall apply:
- (a) Council may give notice in writing to the Lessee specifying any defects and breaches of covenant for which the Lessee may be liable;
 - (b) the Lessee shall within such reasonable time as shall be specified in such notice make good such defects and breaches of covenant for which the Lessee is liable; and
 - (c) if the Lessee shall fail to comply with such notice within the time specified Council may, at its option and without prejudice to any other rights, powers or remedies take such steps, expend such moneys and do such other acts and things as Council shall consider necessary to make good such failure and any moneys expended by

Council in so doing, together with interest thereon at the Default Interest Rate computed from the time or respective times of such moneys being actually expended by Council until actual payment thereof by the Lessee to Council, shall be payable on demand by the Lessee to Council as if the same were rent in arrears payable by the Lessee.

13. INSURANCE

13.1. The Lessee must at all times during the Term:

- (a) insure and keep the Lessee's Improvements insured in the joint names of Council and the Lessee for their respective rights and interests to their full insurable value against loss, damage or destruction resulting from fire, earthquake, storm, tempest and aircraft impact and any other risks which Council reasonably requires to be insured against; and
- (b) pay the premium for the insurance taken out under clause 13.1(a) when due.

13.2. The Lessee must throughout the Term keep current a public risk insurance policy applicable to the Premises and the business carried on, in, or from the Premises for:

- (a) the amount specified in the Particulars of Lease (being the amount which may be paid out arising from any single accident or event); or
- (b) any increased amount that Council reasonably requires.

13.3. The Lessee must provide Council with certificates of currency evidencing insurance in accordance with clause 13.2 so that Council always holds a certificate of currency showing that the required insurance is currently maintained.

14. DAMAGE OR DESTRUCTION

14.1. In the event of the whole or part of the Lessee's Improvements being destroyed or materially damaged then provided:

- (a) the Lessee is not prevented by any act, ordinance, regulation or bylaw then in force from so doing;
- (b) the Lessee is able to obtain all planning permission, permits and consents necessary to execute such repairs or reinstatement or rebuilding; and
- (c) the Lease is not frustrated or the repairs or reinstatement or rebuilding prevented for any other reason beyond the control of the Lessee,

the Lessee shall as soon as reasonably practicable but not later than nine (9) months after:

- (d) the event; or
- (e) if the Lessee holds insurance in relation to the Premises and makes a claim against such insurance policy within one (1) month after:
 - (i) receipt of payment from the Lessee's insurer in relation to the claim; or

- (ii) receipt of notification from the Lessee's insurer that the insurer will not pay out in relation to the claim,

repair and reinstate the Lessee's Improvements substantially in accordance with its original design or such other design as Council may approve.

- 14.2. The obligations of the Lessee pursuant to clause 14.1 shall not be limited to the insurance moneys available. To the extent that the same shall be insufficient the Lessee shall be obliged to carry out such repairs or reinstatement from the Lessee's own moneys.
- 14.3. If the Lessee is prevented from repairing or reinstating the Premises after the Lessee's Improvements have been destroyed or materially damaged, this Lease may be terminated at the option of either party by one (1) month's notice in writing to the other party and clause 15 shall apply.
- 14.4. In the event of any destruction or damage to the Premises or any Lessee's Improvements on the Premises or any other chattels or fixtures whatsoever in or on the Premises the Lessee or anyone claiming under the Lessee shall not be entitled to any compensation or payment whatsoever from Council.

15. LESSEE'S IMPROVEMENTS UPON TERMINATION

- 15.1. Notwithstanding any other term of this Lease, if this Lease is not renewed, expires or is terminated (for any reason whatsoever), Council will have the right to elect, in its sole and absolute discretion, one of the following options:
 - (a) **Option 1:** require the Lessee to remove the Lessee's Improvements from the Premises in accordance with clause 15.2; or
 - (b) **Option 2:** the Lessee's Improvements will immediately and absolutely revert to Council free from any payment or compensation to the Lessee whatsoever.
- 15.2. If Council elects the option under clause 15.1(a), the following provisions will apply:
 - (a) the Lessee must remove all the Lessee's Improvements from the Premises to the entire satisfaction of Council (to be certified in writing) as soon as reasonably practicable and in any event by the date which is six (6) months after the date of Council's election under clause 15.1;
 - (b) the Lessee must reinstate any damage to the Premises caused by the installation of the Lessee's Improvements or by the removal of the Lessee's Improvements under this clause 15;
 - (c) the Lessee must leave the Premises in a clean and tidy condition to Council's reasonable satisfaction, including but not limited to:
 - (i) removal of any chattels brought onto the Premises by or through the Lessee; and
 - (ii) free of any hazardous or undesirable substances deposited on or in the Premises by or through the Lessee;
 - (d) if the Lessee fails to remove some or all the Lessee's Improvements within the

timeframe prescribed in clause 15.1, then:

- (i) the Lessee's Improvements remaining on the Premises shall absolutely revert to Council free from any payment or compensation whatsoever; and
 - (ii) the Lessee will be liable for all costs associated with demolition of any Buildings owned by the Lessee, removing all other Lessee's Improvements and clearing all rubbish and debris; and
- (e) the Lessee must continue to pay the Annual Rent and comply with its obligations under this Lease until the removal of the Lessee's Improvements has been satisfactorily completed.

16. INDEMNITY

- 16.1. The Lessee indemnifies Council against all actions, proceedings, calls, claims, demands, losses, damages, costs, expenses or liabilities of any kind suffered or incurred by Council resulting from the Lessee's acts or omission, except where section 268 of the Property Law Act 2007 applies.
- 16.2. The Lessee agrees to occupy and use the Premises at the Lessee's risk and hereby releases Council from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to the Lessee or any other person or any property in or about the Premises or access to the Premises.

17. ESSENTIAL TERMS

- 17.1. The Lessee's breach of the following terms is a breach of an essential term of this Lease:
- (a) the covenant to pay the Annual Rent or other money payable by the Lessee under this Lease;
 - (b) the terms dealing with assignment and subleasing; or
 - (c) the terms restricting the use of the Premises.
- 17.2. Council's acceptance of any arrears of the Annual Rent or other money payable under this Lease is not a waiver of the essential obligation to pay any other rent or money payable under this Lease.
- 17.3. The Lessee must compensate Council for any breach of an essential term of this Lease. Council may recover damages (including all costs incurred by Council) from the Lessee for those breaches. Council's entitlement to compensation under this clause is in addition to any other remedy or entitlement of Council (including the right to terminate this Lease).

18. COMPENSATION

- 18.1. If any act or omission of the Lessee:
- (a) is a repudiation of this Lease or of the Lessee's obligations under this Lease; or
 - (b) is a breach of any of the Lessee's obligations under this Lease;

the Lessee must compensate Council for the loss or damage suffered by reason of the repudiation or breach during the whole of the Term.

- 18.2. Council's entitlement to recover damages will not be affected or limited by:
- (a) the Lessee abandoning or vacating the Premises;
 - (b) Council electing to re-enter or to terminate this Lease;
 - (c) Council accepting the Lessee's repudiation; or
 - (d) the parties' conduct constituting a surrender by operation of law.
- 18.3. Council may bring legal proceedings against the Lessee claiming damages for the entire Term including the periods before and after:
- (a) the Lessee has vacated the Premises; and
 - (b) the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in clause 18.2,
- whether the proceedings are instituted before or after that conduct.
- 18.4. If the Lessee vacates the Premises, with or without Council's consent, Council must take reasonable steps to:
- (a) mitigate Council's damages; and
 - (b) endeavour to lease the Premises at a reasonable rent and on reasonable terms.
- 18.5. Council's entitlement to damages will be assessed on the basis that Council should have observed the obligation to mitigate damages as set out in clause 18.4. Council's conduct in pursuance of the duty to mitigate damages will not by itself constitute acceptance of the Lessee's breach or repudiation, or a surrender by operation of law.

19. **DEFAULT**

- 19.1. If the Lessee fails to perform or observe any of the terms of this Lease, then Council may without prejudice to any of Council's other rights or remedies at law or in equity sue the Lessee for specific performance or cancel this Lease by immediately re-entering the Premises, provided that Council has first observed the requirements of sections 243 to 264 of the Property Law Act 2007 (where it is required by law to do so).
- 19.2. It shall be an act of default under this Lease if the Lessee:
- (a) being a natural person:
 - (i) is declared bankrupt or insolvent according to law; or
 - (ii) assigns his or her estate or enters into a deed of arrangement for the benefit of creditors; or
 - (b) being a company:

- (i) is or is deemed to be unable to pay the Lessee's debts under section 287 of the Companies Act 1993;
- (ii) goes into liquidation (other than voluntary liquidation for the purpose of reconstruction or amalgamation approved in writing by Council);
- (iii) is wound up or dissolved;
- (iv) enters into voluntary administration or any assignment or other compromise or scheme of arrangement with the Lessee's creditors or any class of the Lessee's creditors; or
- (v) has a receiver, manager or receiver and manager appointed relating to any of the Lessee's assets.

19.3. The Lessee hereby irrevocably appoints Council to be the true and lawful Attorney of the Lessee to act at any time after the power to re-enter contained in this Lease shall have become exercisable or shall have been exercised (sufficient proof whereof shall be the statutory declaration of Council to execute and sign a transfer or a surrender of this Lease and to procure the same to be registered (if necessary)) and for this purpose to use the name of the Lessee and generally to do, execute and perform any act, deed, matter or thing relative to the Premises as fully and effectually as the Lessee could do in and about the Premises and confirm all and whatsoever the said Attorney or Attorneys shall lawfully do or cause to be done in and about the Premises.

19.4. Without prejudice to the other rights, powers and remedies of Council, Council may elect to remedy at any time without notice any default by the Lessee under this Lease and whenever Council so elects all costs and expenses incurred by Council (including legal costs and expenses) in remedying such default shall be paid by the Lessee to Council immediately on demand.

19.5. The Lessee shall compensate Council and Council shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Lessee constituting a repudiation of the Lease or the Lessee's obligations under the Lease. Such entitlement shall subsist notwithstanding any determination of the Lease and shall be in addition to any other right or remedy which Council may have.

20. DEFAULT INTEREST

20.1. If the Lessee fails to pay any instalment of the Annual Rent or any other money payable under this Lease for ten (10) Working Days after:

- (a) the due date for payment; or
- (b) the date of Council's demand, if there is no due date,

then the Lessee must on demand pay interest at the Default Interest Rate on the money unpaid from the due date or the date of Council's demand (as the case may be) down to the date of payment.

21. RESOLUTION OF DISPUTES

21.1. The parties must use reasonable endeavours to resolve any dispute, difference or

question arising between the parties about:

- (a) the interpretation of this Lease;
- (b) anything contained in or arising out of this Lease;
- (c) the rights, liabilities or duties of Council or Lessee; or
- (d) any other matter touching on the relationship of Council and the Lessee under this Lease (including claims in tort as well as in contract),

by good faith negotiations between the parties and failing resolution being achieved then by mediation between the parties and failing resolution being achieved such dispute, difference or question will be referred to the arbitration of a single arbitrator under the Arbitration Act 1996.

- 21.2. The parties must try to agree on the arbitrator. If they cannot agree, either or both Council and the Lessee may at any time make application to the Arbitrators' and Mediators' Institute of New Zealand Inc. for the appointment of an arbitrator.
- 21.3. The parties must go to arbitration under this section before they can begin any action at law (other than an application for injunctive relief).

22. NOTICES

- 22.1. Any notice or document required or authorised to be delivered or served under this Lease may be delivered or served:
 - (a) in any manner prescribed in Part 7 of the Property Law Act 2007 for the type of notice being served; or
 - (b) by email where permitted by the Property Law Act 2007 for a notice of its type.
- 22.2. Any notice or other document will be treated as delivered or served and received by the other party:
 - (a) on personal delivery;
 - (b) three days after being posted by prepaid registered post; or
 - (c) if sent by email, on the sender's receipt of an email message indicating that the email has been opened by the recipient.
- 22.3. Any notice or document to be delivered or served under this Lease must be in writing and maybe signed by:
 - (a) any attorney, officer, employee or solicitor for the party serving or giving the notice; or
 - (b) the party serving the notice or any other person authorised by that party.

23. COSTS

- 23.1. The Lessee must pay to Council on demand:

- (a) the reasonable legal costs for the negotiation, preparation and execution of this Lease and of any renewal, extension or variation of this Lease; and
- (b) all costs, charges and expenses for which Council becomes liable as a result of the Lessee's breach of any of the terms of this Lease.

24. HEALTH AND SAFETY

24.1. The Lessee shall abide by all relevant statutory and common law obligations of Council, and shall not of itself do, nor shall it permit or suffer to be done, any act that comprises a breach of such obligations. The Lessee shall comply with all relevant legislation and regulations directly or indirectly relating to or touching upon its use or occupation of the Premises and/or the Common Areas, including without derogating from the generality of the foregoing compliance with the provisions of the relevant District Plan, the Building Act 2004, the HSW Act and including any consequent amendments and enactments passed in substitution.

24.2. The Lessee will do all things necessary as the occupier of the Premises to comply with the HSW Act, including any consequent amendments and enactments passed in substitution thereof, including but not limited to:

- (a) comply with the relevant WorkSafe New Zealand guidelines and regulations and Council's Health and Safety Policy as published by Council from time to time;
- (b) take all steps reasonably practicable to ensure that any person in or on the Premises or in the vicinity of the Premises is not harmed by any Hazard arising in or on the Premises. "Hazard" shall have the same meaning as in the HSW Act;
- (c) develop, maintain and implement at all times during the Term a programme promoting health and safety of people in the Premises and a system of auditing such programme and shall upon written consent by Council provide reasonable details of the programme implemented by the Lessee; and
- (d) comply with any notice issued pursuant to subpart 3 of the HSW Act unless the work required by the notice would otherwise be work required by the provisions of this Lease to be undertaken by Council.

25. GST

25.1. The Lessee must pay to Council all GST payable on the Annual Rent and other money payable by the Lessee under this Lease. The Lessee must pay GST:

- (a) on the Annual Rent on each occasion when the Annual Rent falls due for payment; and
- (b) on any other money payable by the Lessee on demand.

25.2. If:

- (a) the Lessee fails to pay the Annual Rent or other money payable under this Lease (including GST); and
- (b) Council becomes liable to pay additional GST or penalty tax,

then the Lessee must pay the additional GST or penalty tax to Council on demand.

26. NO WARRANTY

- 26.1. Council does not in any way warrant that the Premises are or will remain suitable or adequate for the Permitted Use or any other approved use and to the full extent permitted by law all warranties as to suitability and to adequacy implied by law are expressly negated. Should any use of the Premises by the Lessee be permissible only with the consent of any Authority under or in pursuance of any statute, ordinance, regulation, bylaw or other enactment or order of Court then the Lessee shall obtain such consent at the sole cost and expense of the Lessee including but not limited to any costs of complying with any conditions of any such consent.
- 26.2. Council does not warrant that this Lease is in registrable form. The Lessee must not require registration of this Lease against the title to the Land or the Premises. The Lessee will not lodge a caveat over any of the Land or the Premises.

27. PUBLIC LIABILITY

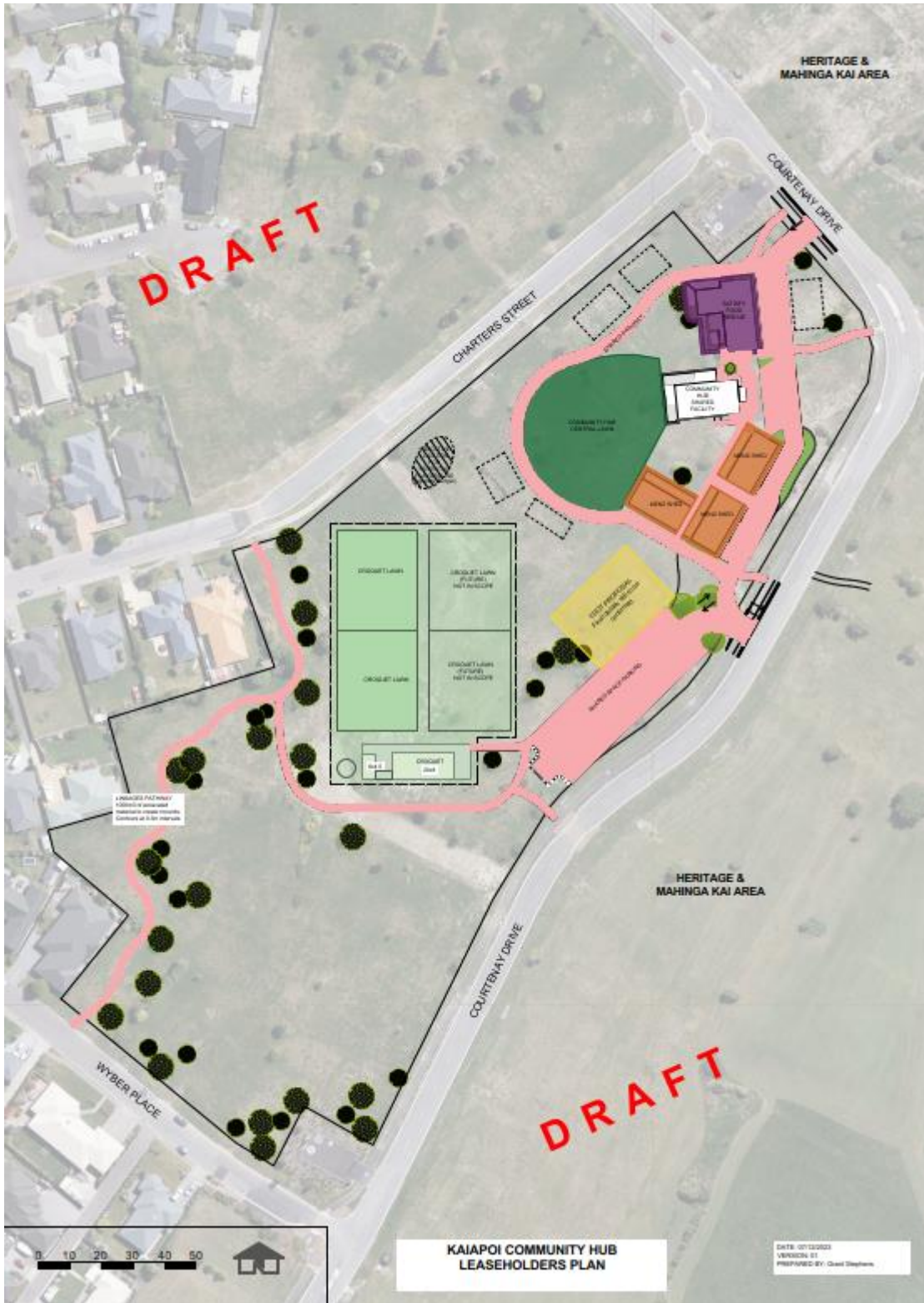
- 27.1. The Lessee shall occupy the Premises at its own risk and Council shall not be liable for any accident, injury or damage suffered by or caused to any person or property arising out of or by reason of the actions or omissions of the Lessee.
- 27.2. The Lessee shall be wholly responsible for all damage to the Premises caused by the Lessee, its members, invitees, servants and workmen.

28. GENERAL

- 28.1. The covenants, conditions, agreements and restrictions implied in this Lease by the Property Law Act 2007 are hereby modified or negated to the extent that the same are inconsistent with or contradictory or repugnant to the covenants, conditions, agreements and restrictions contained in this Lease, but not otherwise.
- 28.2. To the extent permitted by law the application to this Lease of any moratorium or other law, act or regulation having the effect of extending the Term, reducing or postponing the payment of the Annual Rent or other moneys payable under this Lease or otherwise affecting the operation of the terms of this Lease is expressly excluded and negated.
- 28.3. Where Council's consent or approval is required pursuant to any provision of this Lease, such consent or approval shall be required for each separate occasion notwithstanding any prior consent or approval obtained for the like purpose on a prior occasion and the Lessee shall pay for the reasonable legal and other expenses of Council in giving consent on each occasion.
- 28.4. No waiver by Council of any one breach of any covenant, obligation or provision contained or implied in this Lease shall operate as a waiver of another breach of the same or any other covenant, obligation or provision contained or implied in this Lease.
- 28.5. Nothing contained in this Lease shall be deemed or construed by the parties or by any third party as creating the relationship of partnership or of principal and agent or of joint venture between the parties, it being understood and agreed that neither the method of computation of the Annual Rent nor any other provision contained herein nor any acts of the parties shall be deemed to create any relationship between the parties other than

- the relationship of lessor and lessee upon the terms provided in this Lease.
- 28.6. If any term covenant or condition of this Lease or the application thereof to any person or circumstance shall be or become invalid or unenforceable the remaining terms conditions and covenants shall not be affected thereby.
- 28.7. The covenants, conditions, agreements and obligations of the parties in this Lease shall not merge with or be extinguished by the grant of any further or other lease but shall remain in full force and effect and operative according to their tenor.
- 28.8. This Lease constitutes the entire agreement between the parties in relation to this transaction and supersedes and extinguishes all prior agreements and understandings and all representations or warranties previously given.
- 28.9. Any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.
- 28.10. This Lease may be executed in any number of counterparts (including email copies), all of which, when taken together, will constitute one and the same instrument. A party may enter into this Lease by executing any counterpart.

SCHEDULE B
(The Plan)



SCHEDULE C
(The Design Guidelines)

DRAFT

SCHEDULE D (The Principles)

INTRODUCTION

The Kaiapoi Community Hub (“Hub”) provides space for a range of uses such as recreation and leisure activities, arts and hobby activities, and social and cultural activities, to co-locate and collaborate. The Hub provides a place that is open and accessible to the community, and provides services and activities the community wants and needs, for the purposes of enhancing physical, mental, social and cultural wellbeing.

These User Guidelines, in coordination with the Kaiapoi Community Hub Master Plan, support and guide the development and operation of the Hub.

COUNCIL’S ROLE IN THE COMMUNITY HUB

Council’s key role in the Kaiapoi Community Hub is as the landowner. Council will make the Community Hub site available for community groups (through a lease or licence) to locate a building and/or structure from which they can run their activities.

KAIAPOI COMMUNITY HUB MASTER PLAN

Council has developed a master plan for the Kaiapoi Community Hub. The master plan includes:

- The Plan - which is the Hub layout plan with indicative building footprints, as per Schedule B of the Lease.
- The Design Guidelines - as per Schedule C of the Lease.
- The Principles - which include the Vision, Mission and Values of the Hub as per Schedule D of the Lease.

VISION AND VALUES FOR THE KAIAPOI COMMUNITY HUB



The Kaiapoi Community Hub vision, mission and values are important. They help determine who is part of the Hub and the activities and facilities at the Hub.

At the centre of the vision is people. Surrounding this are five key values – connection, resourcefulness, accessibility, service and impact. All of this leads to being well and thriving together.

Groups who wish to be part of the Kaiapoi Community Hub will need to give effect to the vision, mission and values and show how their activities will deliver on these. The vision, mission and values below will reflect the entire Hub including all stakeholders and lease holders and new groups joining the Hub will agree to align with these guiding principles.

Vision

To be a thriving hub of connection, activity, and learning for Kaiapoi.

Mission

By the community,

For the community.

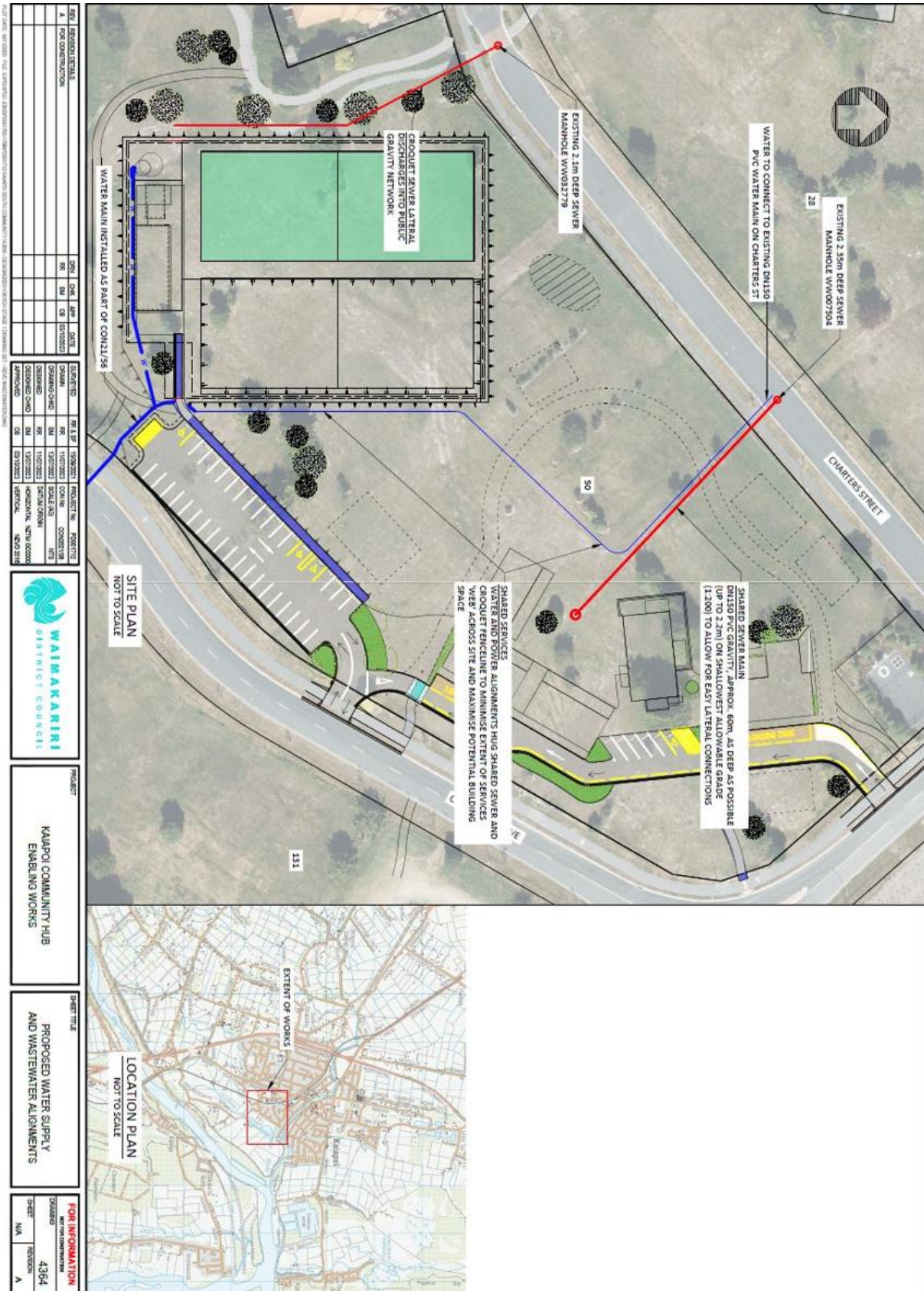
Five Key Values

1. **Connection**
The Hub is a place that is welcoming - encouraging rich diverse community connection and collaboration.
2. **Resourcefulness**
The Hub operates in a manner that embraces sustainability and encourages growth for the future of our community.
3. **Accessibility**
The Hub is accessible to everyone as a collective, community-focused resource.
4. **Service**
The Hub serves the community by providing a space for participation, education and knowledge sharing.
5. **Impact**
The Hub is a thriving space that makes an immediate and lasting impact in the community.

It is agreed that:

1. All site occupants, including site lease holders and groups who hire facilities, will align with the vision, mission and five key values of the Kaiapoi Community Hub.
2. The occupants of the wider Kaiapoi Community Hub will nominate a representative to attend a monthly operational meeting.
3. It is the group's responsibility to prepare and lodge an appropriate application and meet the conditions of any consent, at their cost. Council will provide support in making an application for a building consent if necessary by providing relevant advice.
4. The Kaiapoi Community Hub seeks to be a well-maintained community space for everyone, it is the occupant's responsibility to ensure that this space is maintained in accordance with the requirements of their lease.
5. All lease holders must ensure that they follow the Design Guidelines. In order to create a sense of connectivity and harmony within the Kaiapoi Community Hub while raising its visual aesthetic from mere sheds to community landmarks.
6. All lease holders must ensure that they abide by their lease conditions ensuring that the Kaiapoi Community Hubs vision and values are not impacted.

SCHEDULE E
(Services Plan)



SCHEDULE F
(Services)

1. RIGHT TO CONVEY WATER

- 1.1. The Lessee is granted a right to convey water through the Services Facility as designated for the conveyance of water.
- 1.2. A right to convey water includes the right for the Lessee, in common with Council and other persons to whom Council may grant similar rights, at all times, to take and convey water in free and unimpeded flow from the source of supply or point of entry through the Services Facility and over the Services Area to the Premises.
- 1.3. The right to take and convey water in free and unimpeded flow is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the Services Facility.

2. RIGHT TO DRAIN WATER

- 2.1. The Lessee is granted a right to drain water through the Services Facility as designated for the drainage of water.
- 2.2. A right to drain water includes the right for the Lessee, in common with Council and other persons to whom Council may grant similar rights, at all times, to convey water (whether sourced from rain, springs, soakage, or seepage) in any quantity from the Premises through the Services Facility and over the Services Area.
- 2.3. The right to drain water is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the Services Facility.

3. RIGHT TO DRAIN SEWAGE

- 3.1. The Lessee is granted a right to drain sewage through the Services Facility as designated for the drainage of sewage.
- 3.2. A right to drain sewage includes the right for the Lessee, in common with Council and other persons to whom Council may grant similar rights, at all times, to drain, discharge, and convey sewage and other waste material and waste fluids in any quantity from the Premises through the Services Facility and over the Services Area.
- 3.3. The right to drain, discharge, and convey sewage and other waste material and waste fluids is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the Services Facility.

4. RIGHT TO CONVEY ELECTRICITY

- 4.1. The Lessee is granted a right to convey electricity through the Services Facility as designated for the conveyance of electricity.
- 4.2. A right to convey electricity includes the right for the Lessee, in common with Council and other persons to whom Council may grant similar rights, at all times, to lead and convey

electricity and electrical impulses without interruption or impediment from the point of entry through the Services Facility and over the Services Area to the Premises.

- 4.3. The right to convey electricity without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the Services Facility.

5. RIGHT TO CONVEY TELECOMMUNICATIONS

- 5.1. The Lessee is granted a right to convey telecommunications through the Services Facility as designated for the conveyance of telecommunications.

- 5.2. A right to convey telecommunications includes the right for the Lessee, in common with Council and other persons to whom Council may grant similar rights, at all times, to lead and convey telecommunications without interruption or impediment through the Services Facility and over the Services Area and to and from the Premises.

- 5.3. The right to convey telecommunications without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the Services Facility.

6. INTERFERENCE

- 6.1. The Lessee must not do and must not allow to be done on the Premises or the Services Area anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Services Facility.

7. REPAIR, MAINTENANCE, AND COSTS

- 7.1. If the Lessee has exclusive use of part of the Services Facility, the Lessee is responsible for arranging the repair and maintenance of that part of the Services Facility, and for the associated costs, so as to keep that part of the Services Facility in good order and to prevent it from becoming a danger or nuisance.

- 7.2. If the Lessee and the Neighbouring Tenants share the use of part of the Services Facility, each of them is responsible equally for the repair and maintenance of that part of the Services Facility, and for the associated costs.

- 7.3. In completing any repairs and maintenance of the Services Facility, the Lessee must meet any associated requirements of Council.

- 7.4. Any repair or maintenance of the Services Facility that is attributable solely to an act or omission by the Lessee must be promptly carried out by the Lessee at their sole cost.

- 7.5. If the repair and maintenance of the Services Facility is only partly attributable to an act or omission by the Lessee, the Lessee must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission and the balance of the costs are payable in accordance with clause 7.2.

8. RIGHTS OF ENTRY

- 8.1. The Lessee may, for the purpose of exercising any right or power, or performing any related duty, implied under this Schedule F:

- (a) enter upon the Services Area by a reasonable route and with all necessary tools,

vehicles, and equipment;

- (b) remain on the Services Area for a reasonable time for the sole purpose of completing the necessary work; and
- (c) leave any vehicles or equipment on the Services Area for a reasonable time if work is proceeding.

8.2. However, the Lessee must first give reasonable notice to Council.

8.3. The Lessee must ensure that as little damage or disturbance as possible is caused to the Services Area or to Council.

8.4. The Lessee must ensure that all work is performed properly.

8.5. The Lessee must ensure that all work is completed promptly.

8.6. The Lessee must immediately make good any damage done to the Services Area by restoring the surface of the land as nearly as possible to its former condition to the satisfaction of Council.

8.7. The Lessee must compensate Council for all damage caused by the work to any buildings, erections, or fences on the Services Area.

9. **DEFAULT**

9.1. If the Lessee does not meet the obligations implied or specified in this Schedule F:

- (a) Council may serve on the Lessee written notice requiring the Lessee to meet a specific obligation and stating that, after the expiration of 10 working days from service of the notice of default, Council may meet the obligation; and
- (b) if, at the expiry of the 10 working-day period, the Lessee has not met the obligation, Council may:
 - (i) meet the obligation;
 - (ii) for that purpose, enter the Services Area;
 - (iii) the Lessee is liable to pay Council the cost of preparing and serving the default notice and the costs incurred in meeting the obligation; and
 - (iv) Council may recover from the Lessee, as a liquidated debt, any money payable under this clause.



BWDESIGN

P: 03 312 2502
A: 178 WILLIAMS STREET, KAIAPOI



W: WWW.RWDESIGN.NZ
E: INFO@RWDESIGN.NZ

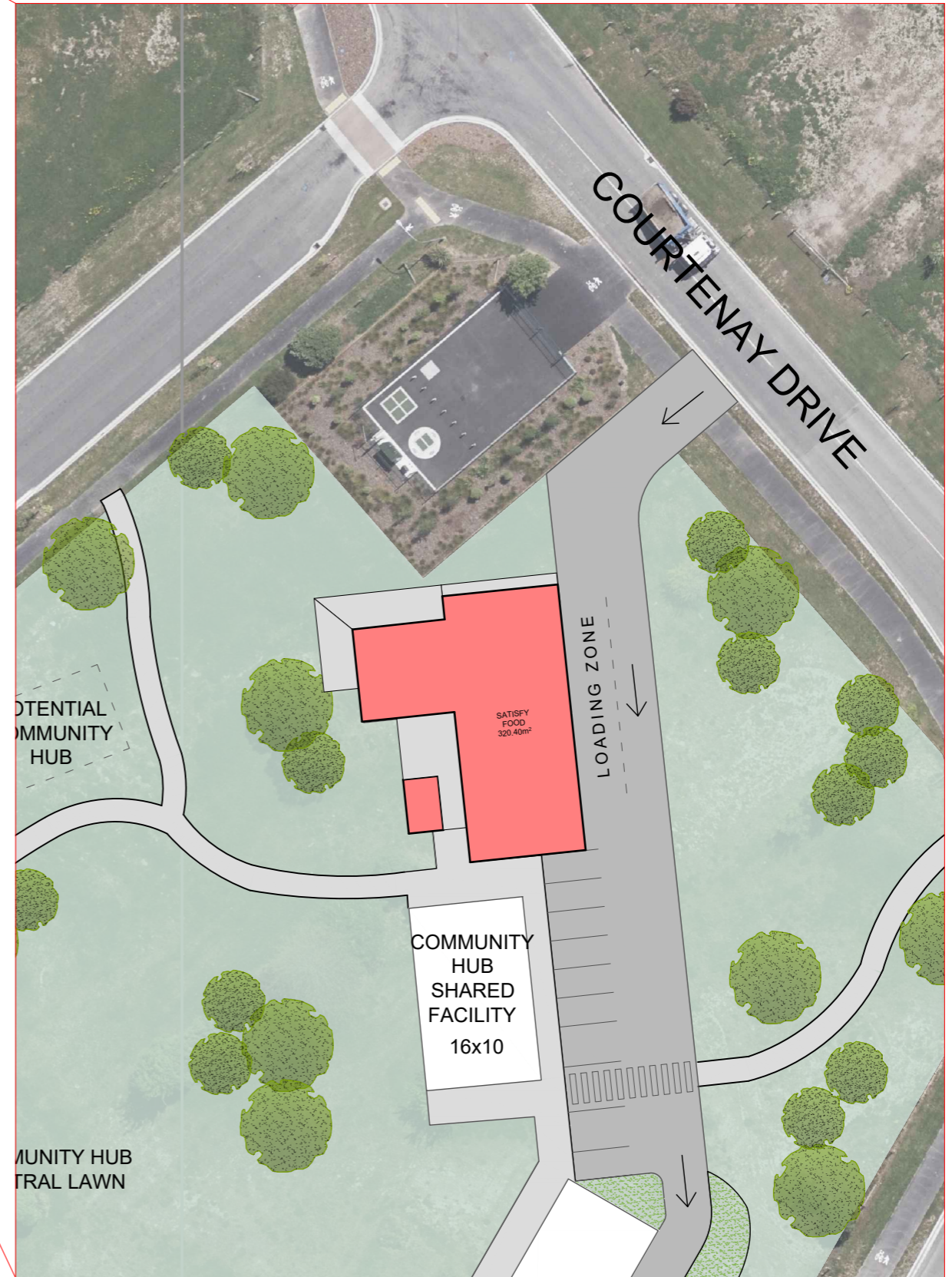
PROPOSED NEW DEVELOPMENT

FOR SATISFY FOOD RESCUE AT COURTENAY DRIVE, KAIAPOI - DEVELOPED DESIGN SET
PROJECT# 21075



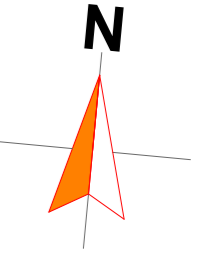
Bulk & Location Plan

SCALE 1:1500 @A3



Site Plan

SCALE 1:500 @A3



PROJECT NAME:
PROPOSED NEW DEVELOPMENT

FOR
SATISFY FOOD RESCUE

ADDRESS:
COURTENAY DRIVE, KAIAPOI
N/A

Site Info

DEVELOPED DESIGN

| # | date | issue | project #: |
|---|----------|---------------------|------------|
| 1 | 25.02.22 | Developed Design V1 | 21075 |
| 2 | 07.03.22 | Developed Design V2 | |
| 3 | 19.04.22 | Developed Design V3 | |

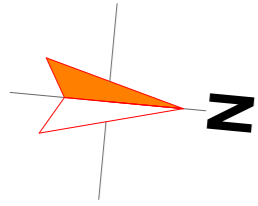
DESIGN:
RW DESIGN

DRAWN:
RHW

CHECKED:
AL

Scale: 1:1500, 1:500 at A

PD-01



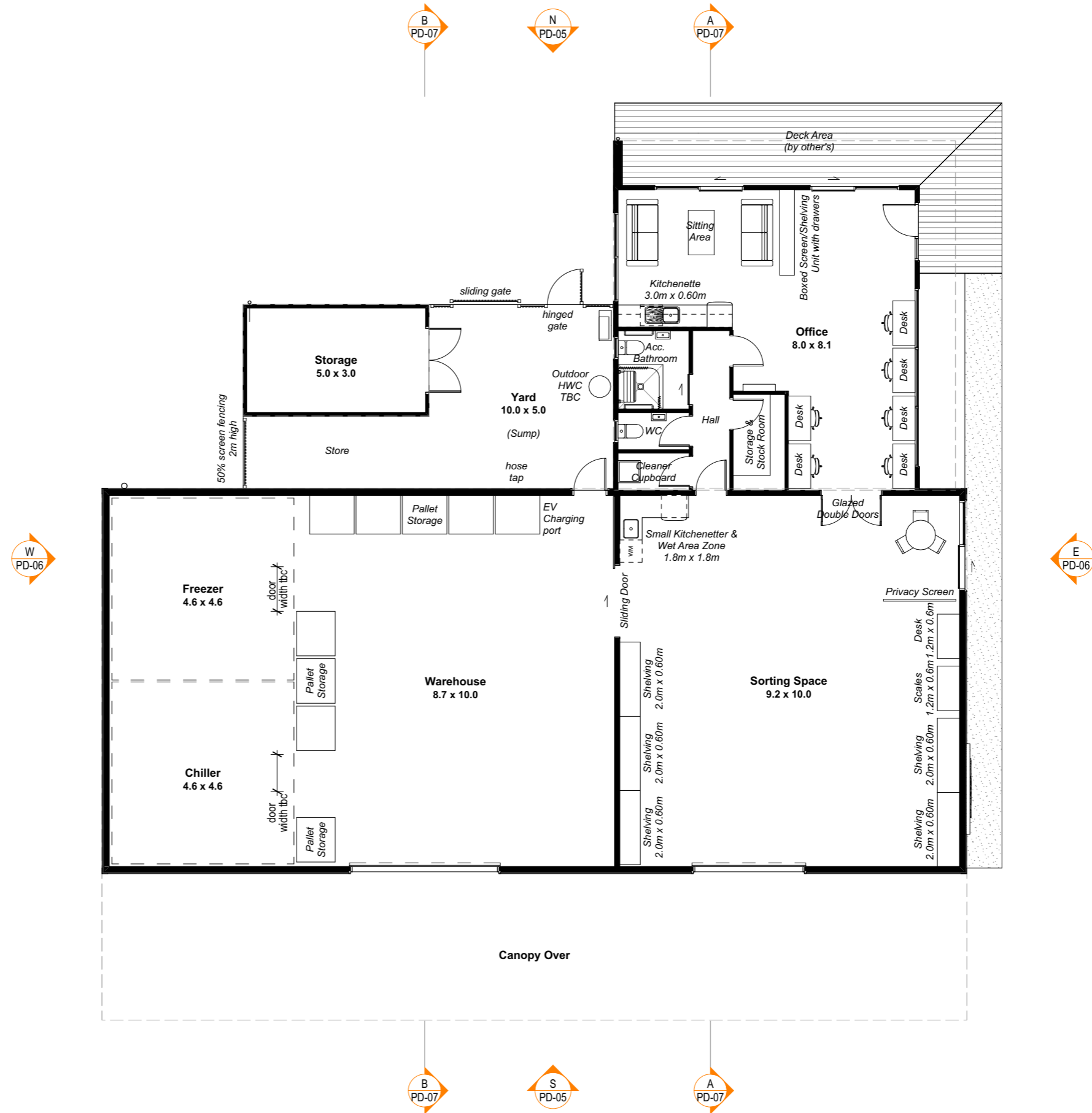
GENERAL NOTES:

Warehouse + Sorting Space GFA: 238.30m²
 Office GFA: 66.90m²
 Storage GFA: 15.00m²
Total GFA: 320.40m²

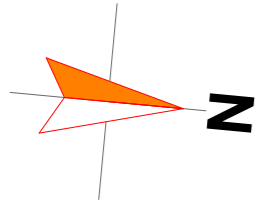
Wall Cladding Materials: Vertical Trapezoidal Wall Cladding
 James Hardie Easy Lap Panel

Roof Pitch: 3 degrees
 Eaves: Varies 0-1000mm
 Soffit Type: Raking

Engineering: Foundation (TC3)
 Wall & Roof Construction



103



GENERAL NOTES:

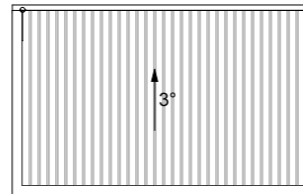
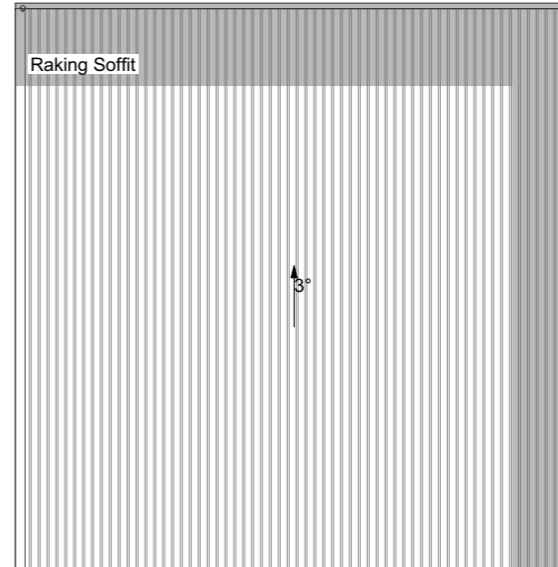
Roof Cladding Materials: Trapezoidal Roof Cladding
 Roof Pitch: 3 degrees
 Eaves: Varies 0-1000mm
 Soffit Type: Raking
 Ceiling Type: Raking

B
PD-07

N
PD-05

A
PD-07

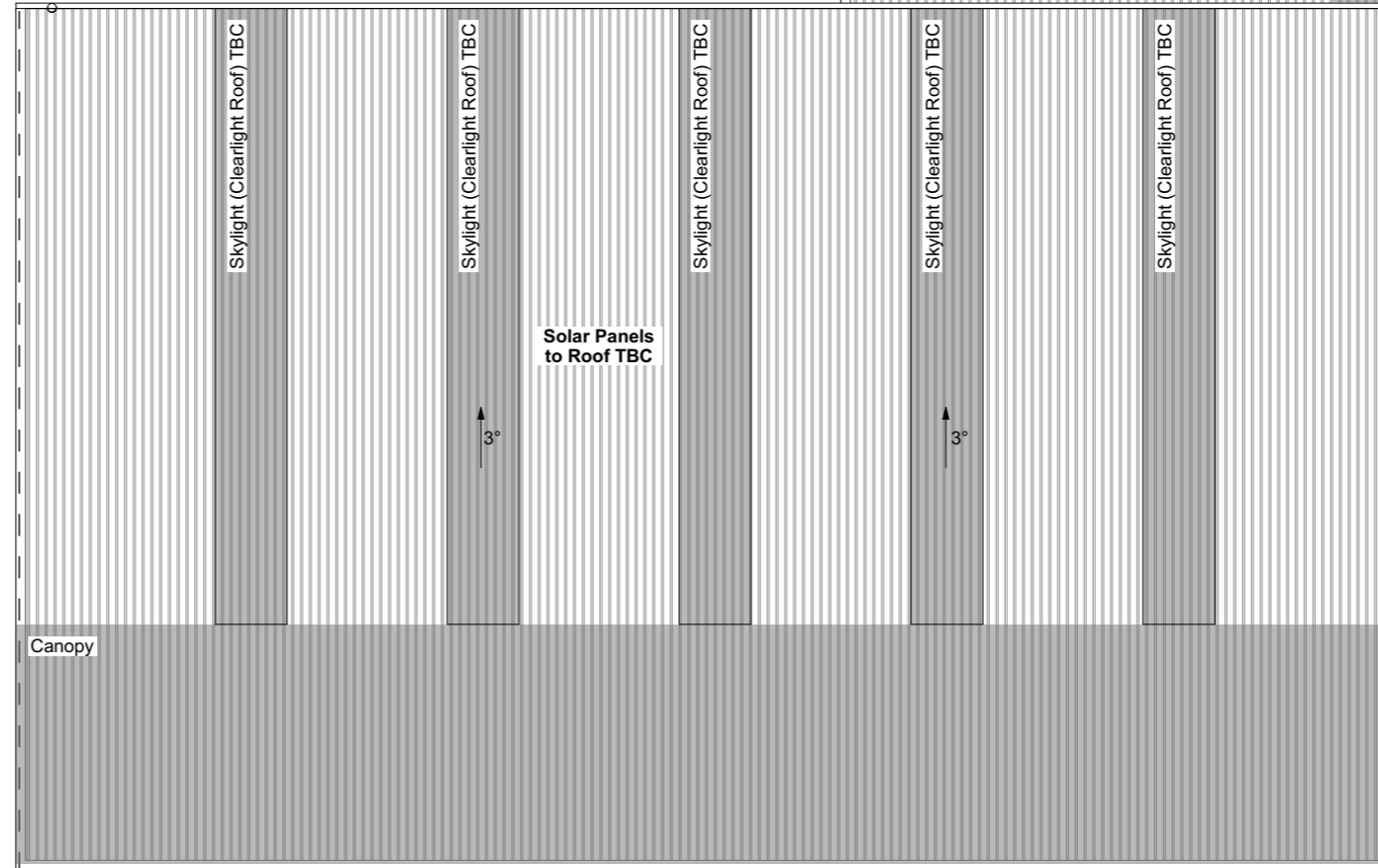
80mm Dia Colorsteel DP.
Servicing 87.00m²
of roof Area



150mm Dia Colorsteel DP.
Servicing 332.00m²
of roof Area

W
PD-06

E
PD-06



B
PD-07

S
PD-05

A
PD-07

DEVELOPED DESIGN



PROJECT NAME:
PROPOSED NEW DEVELOPMENT

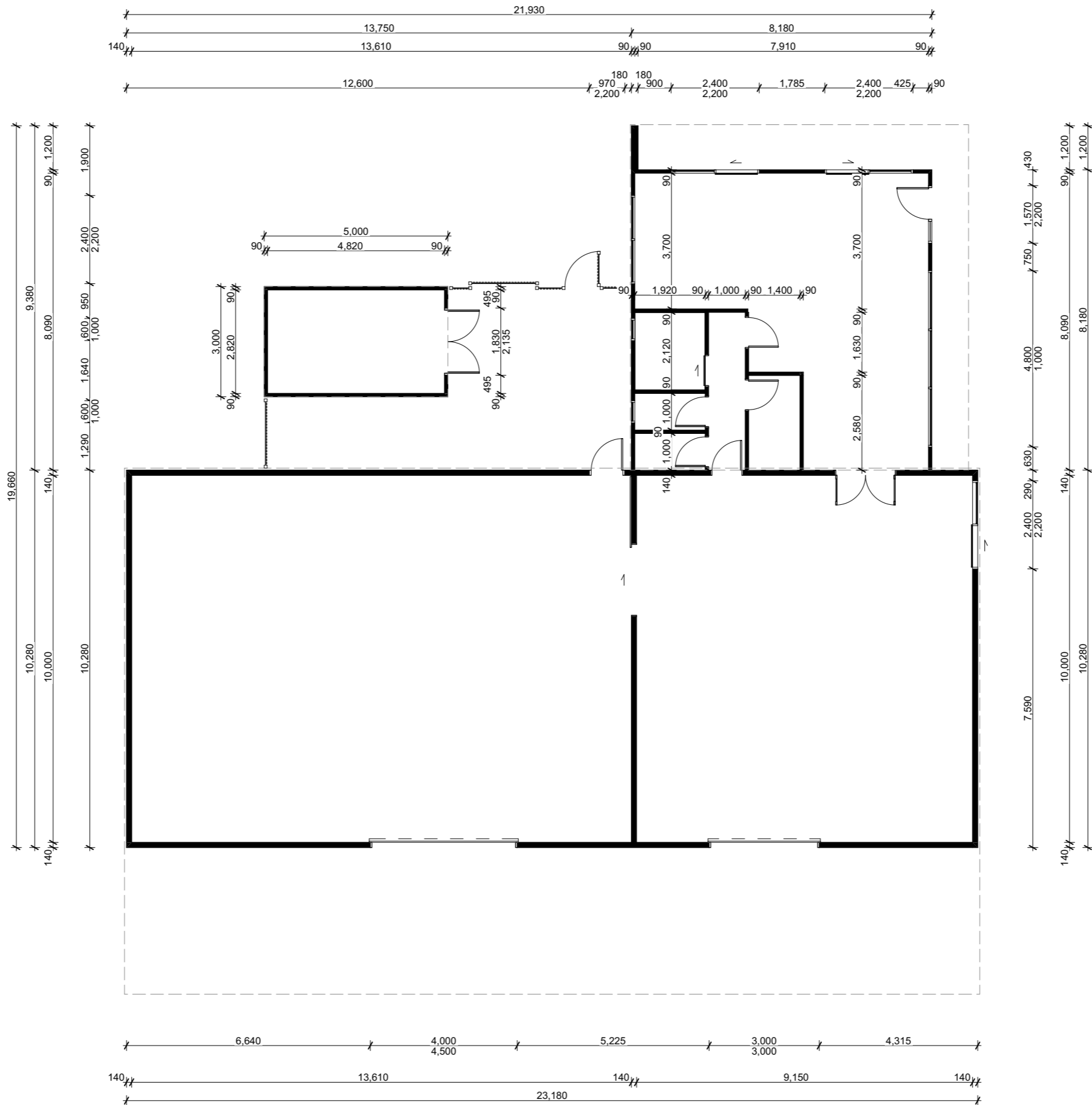
FOR
SATISFY FOOD RESCUE

ADDRESS:
COURTENAY DRIVE, KAIAPOI
N/A

Roof Plan

| # | date | issue | project #:21075 |
|---|----------|---------------------|-----------------|
| 1 | 25.02.22 | Developed Design V1 | |
| 2 | 07.03.22 | Developed Design V2 | |
| 3 | 19.04.22 | Developed Design V3 | |

| | |
|----------------------|------------------------------------|
| DESIGN: RW DESIGN | Scale: 1:125 at A3 PD-03 |
| DRAWN: RHW | |
| CHECKED: AL | |



PROJECT NAME:

PROPOSED NEW DEVELOPMENT

FOR SATISFY FOOD RESCUE

ADDRESS: COURTENAY DRIVE, KAIAPOI
N/A

Framing Plan

DEVELOPED DESIGN

| # | date | issue | project #: |
|---|----------|---------------------|------------|
| 1 | 25.02.22 | Developed Design V1 | 21075 |
| 2 | 07.03.22 | Developed Design V2 | |
| 3 | 19.04.22 | Developed Design V3 | |

DESIGN:
RW DESIGN

DRAWN:
RHW

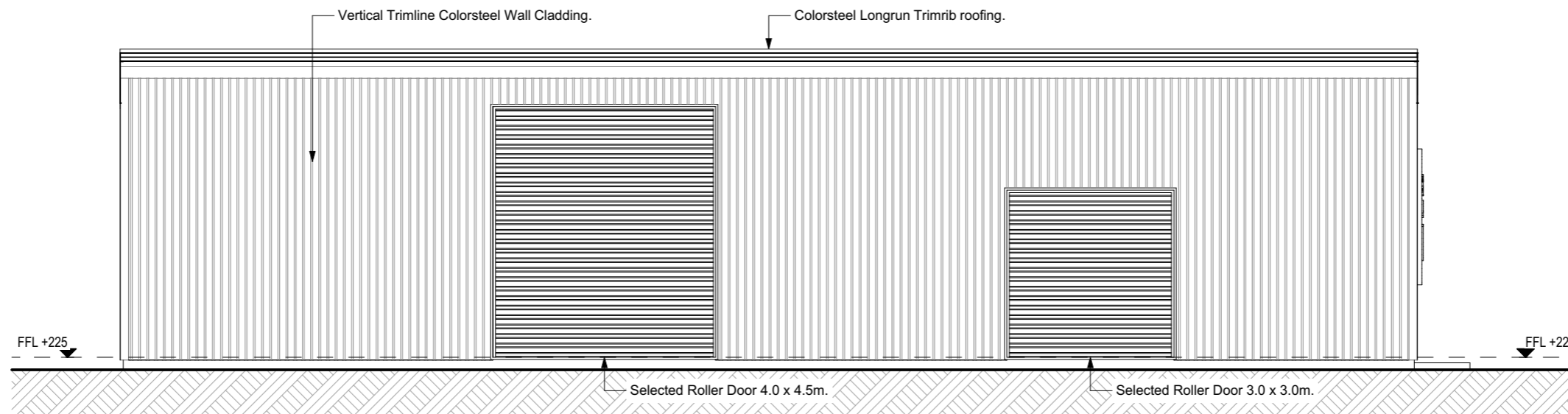
CHECKED:
AL

Scale: 1:125 at A3
PD-04



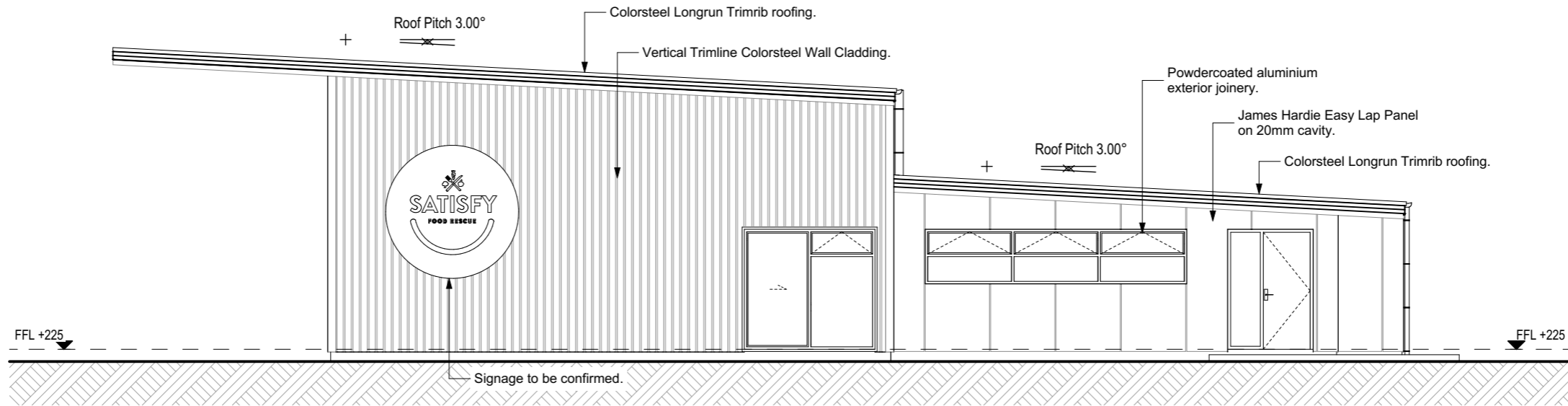
North Elevation

SCALE 1:100 @A3



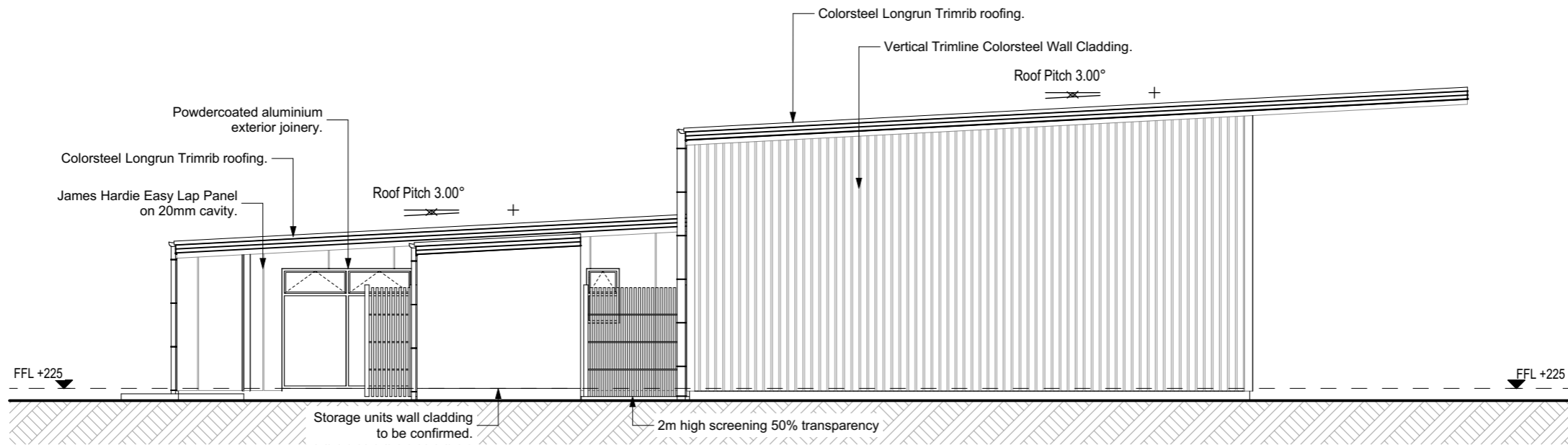
South Elevation

SCALE 1:100 @A3



East Elevation

SCALE 1:100 @A3



West Elevation

SCALE 1:100 @A3

PROJECT NAME:

PROPOSED NEW DEVELOPMENT

FOR

SATISFY FOOD RESCUE

ADDRESS:

COURTENAY DRIVE, KAIAPOI

N/A

Exterior Elevations

DEVELOPED DESIGN

| # | date | issue | project #: |
|---|----------|---------------------|------------|
| 1 | 25.02.22 | Developed Design V1 | 21075 |
| 2 | 07.03.22 | Developed Design V2 | |
| 3 | 19.04.22 | Developed Design V3 | |

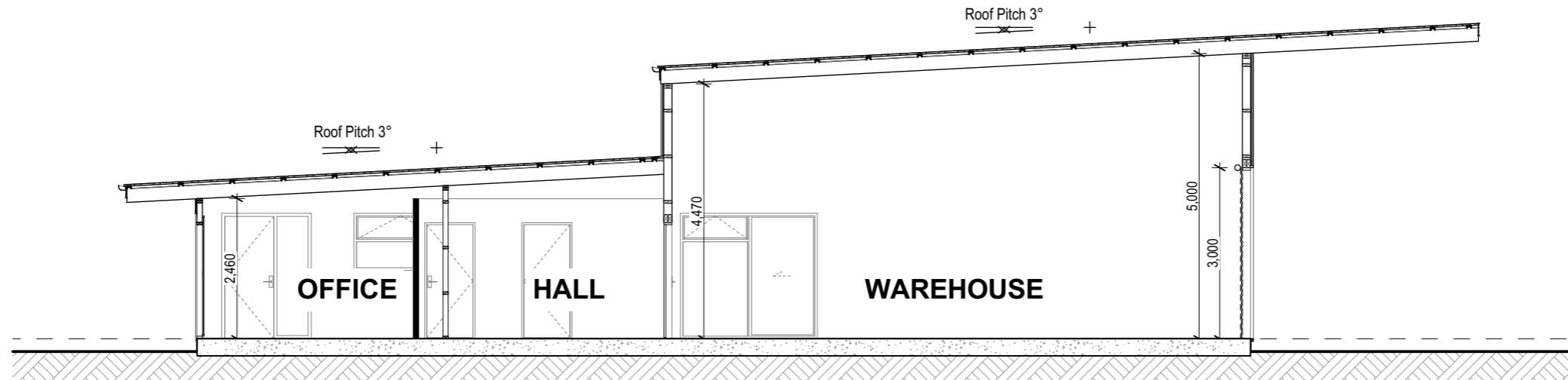
DESIGN:
RW DESIGN

DRAWN:
RHW

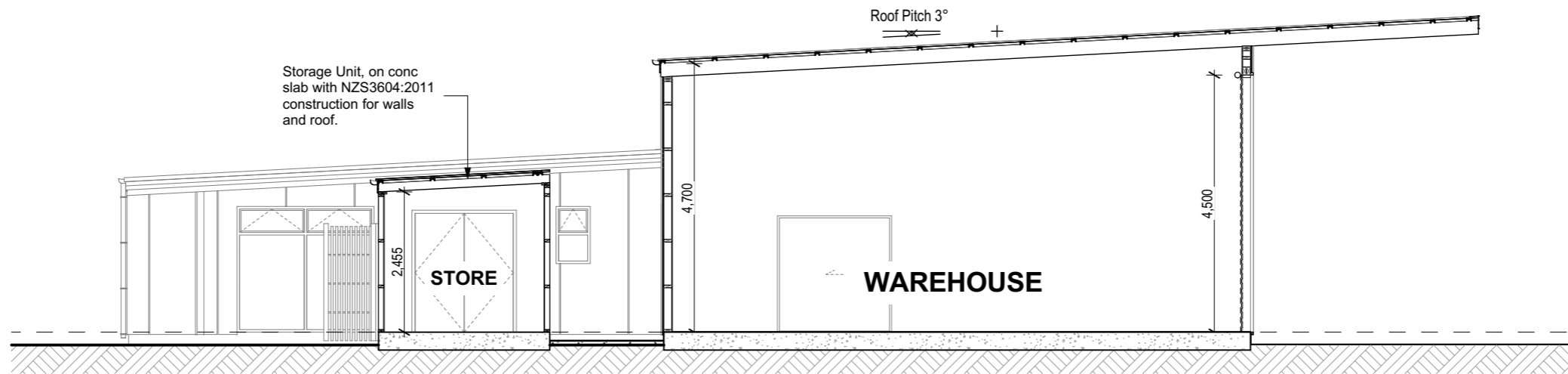
CHECKED:
AL

Scale: 1:100 at A3

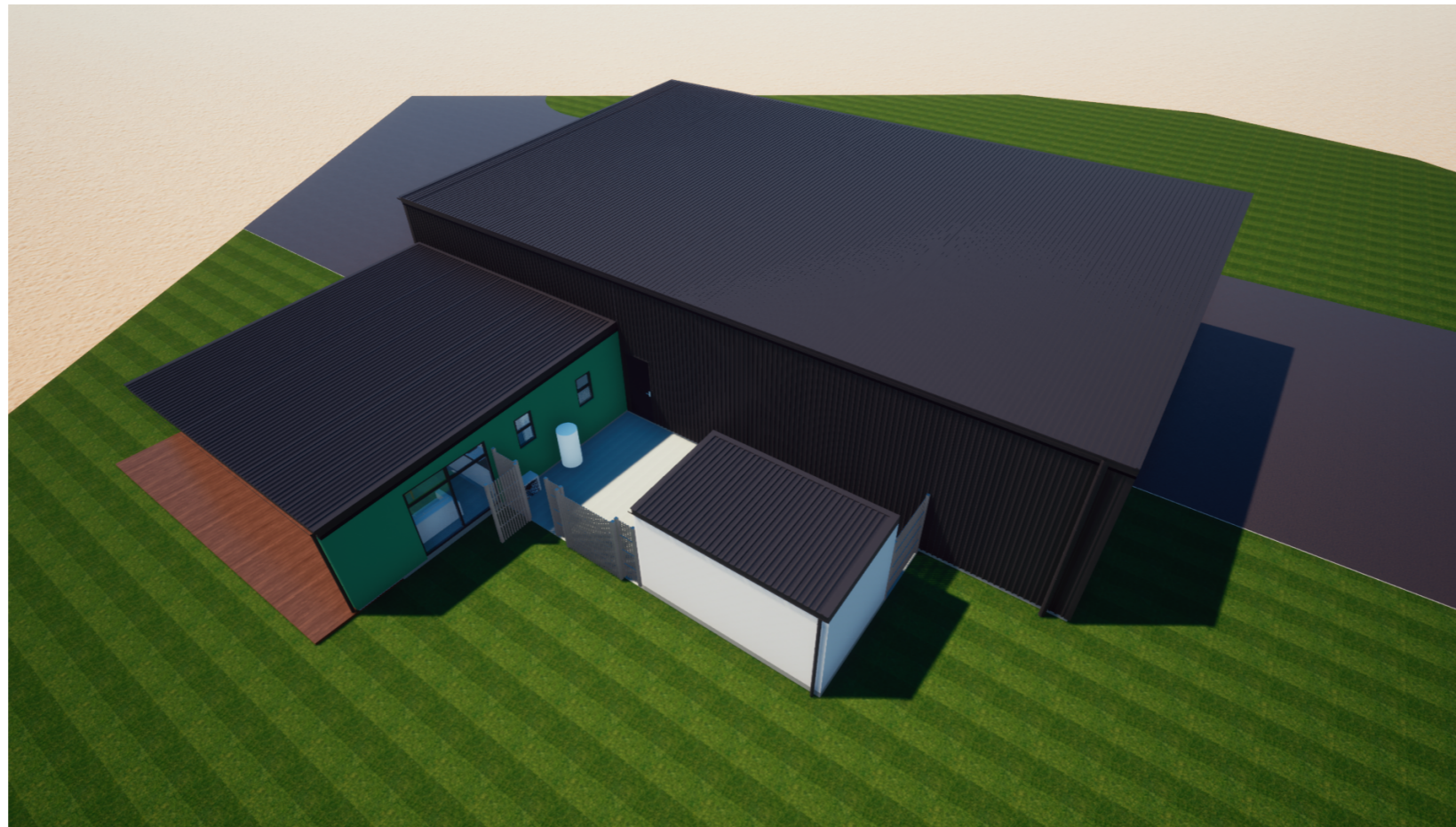
PD-06



Section A
SCALE 1:100 @A3



Section B
SCALE 1:100 @A3



PROJECT NAME:
PROPOSED NEW DEVELOPMENT

FOR
SATISFY FOOD RESCUE

ADDRESS:
COURTENAY DRIVE, KAIAPOI
 N/A

Renders

| # | date | issue | project # | DESIGN: |
|---|----------|---------------------|-----------|-----------------------|
| 1 | 25.02.22 | Developed Design V1 | #21075 | RW DESIGN |
| 2 | 07.03.22 | Developed Design V2 | | |
| 3 | 19.04.22 | Developed Design V3 | | |
| | | | | DRAWN: RHW |
| | | | | CHECKED: AL |

DEVELOPED DESIGN

Scale: 1:3.11 at A3

PD-08

YDOT YOUTH HUB KAIAPOI

CONCEPT DRAWING



SITE PLAN



FLOOR PLAN



YDOT BRIEF

YDOT values and supports the rights, needs and dreams of young people. YDOT is a Charitable Trust and has been running Trade Training, Life and Survival Skills and Learning toward Earning programs since 1999.

The Trust is made up of local community representatives with a vision to see young people develop Skills for Life.

This is typically achieved by providing hands-on learning courses that are designed to encourage teamwork, build character, gain confidence, and provide training towards employment.



ydot.co.nz
info@ydot.co.nz

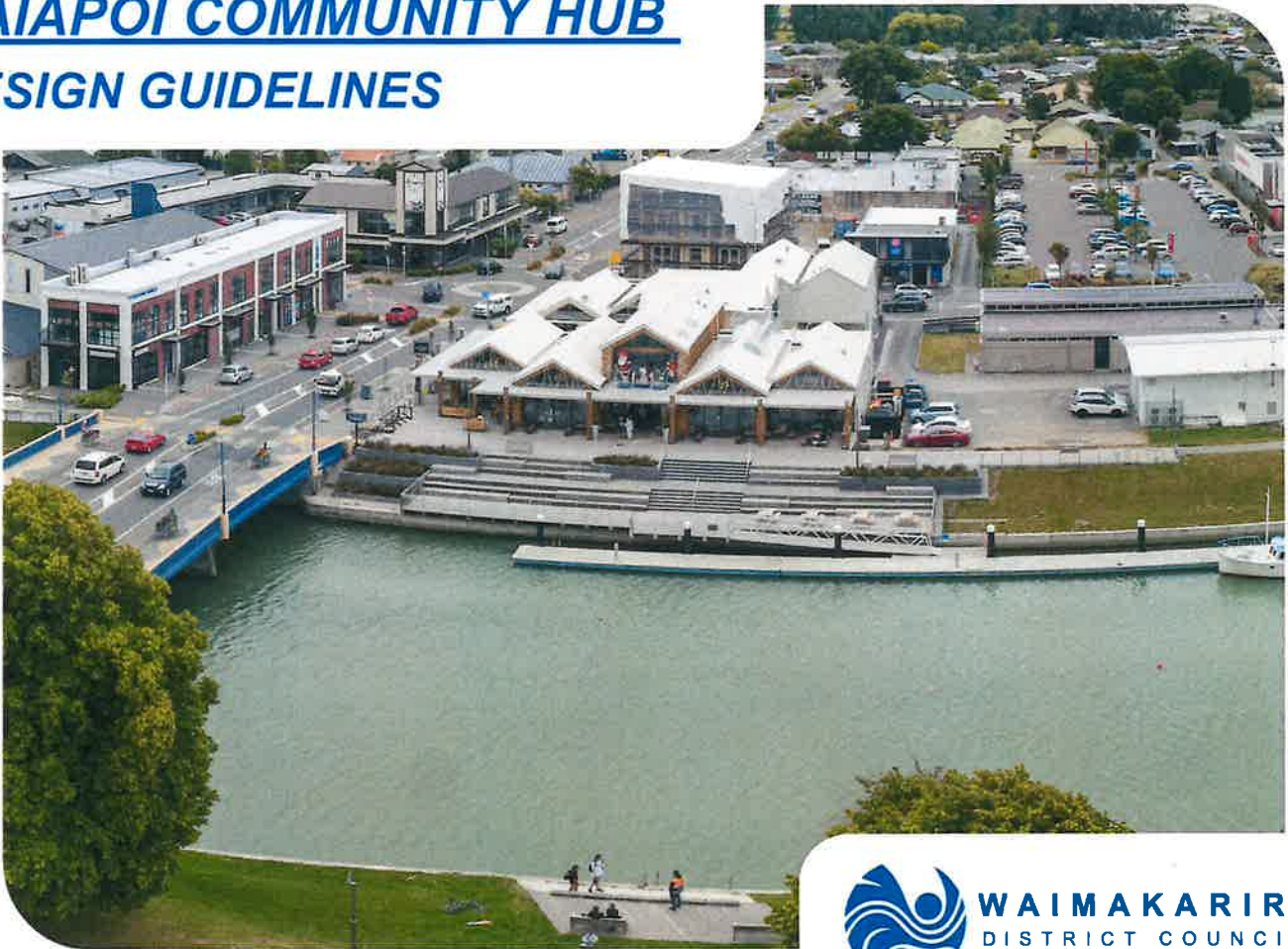
PROVIDING OPPORTUNITIES, RESOURCES AND DIRECTION FOR YOUTH TO DEVELOP SKILLS FOR LIFE.

YDOT YOUTH HUB KAIAPOI



CONCEPT DRAWING

KAIAPOI COMMUNITY HUB **DESIGN GUIDELINES**





CONTENTS

| | | | |
|------------------------------------|----|-----------------------------------|----|
| Intentions Of This Guide | 2 | D Building Design | |
| How To Read This Guide | 3 | Door Requirements | 17 |
| A Overall Design Objectives | 4 | Roofing Requirements | 18 |
| B Zone Map | 5 | District Plan Influence on Design | 19 |
| C External Environment | 6 | Accessibility Requirements | 20 |
| Shape and Form | 7 | Services Requirements | 21 |
| Murals | 8 | Noise Control From Equipment | 22 |
| Posters | 8 | Sustainability | 23 |
| Signage | 8 | Security | 24 |
| External Storage Requirements | 9 | Vermin Control | 25 |
| Fencing Allowances | 10 | E Landscaping Design | 26 |
| External Lighting Requirements | 11 | Planting Requirements | 27 |
| D Building Design | 12 | F Maintenance | 28 |
| Materials | 13 | Maintenance Requirements | 29 |
| Colour Palette | 14 | Approval Process | 30 |
| Orientation of Buildings | 15 | Things To Remember | 31 |
| Window Requirements | 16 | | |



INTENTIONS OF THIS DESIGN GUIDE

This guide provides support and direction for crafting high-quality, functional, and purpose-driven buildings and environments tailored to the needs of our Kaiapoi community. It also aids in illustrating the importance of development seamlessly integrating with its surroundings, becoming an integral component of the urban landscape.

Furthermore, it fosters connections with complementary resources, including Design Quality, Maintenance, Urban Design, and Sustainability. The primary aim of this guide is to clearly show the role of development as an integral element within Kaiapoi and to ensure the consistent achievement of excellent results by adhering to our design principles.

It serves various roles, functioning as:

- An instructive document for design consultants and development partners, communicating our expectations for site design across all delivery programs.
- A reference manual portraying the expected level of detail and the standard of design quality throughout the entirety of the process.



HOW TO READ THIS DESIGN GUIDE

This design guide should always be used alongside the latest version of the Waimakariri District Plan. It is structured into six color-coded sections, organized alphabetically as illustrated in the diagram below.

WHY ————— **A** Overall Design Objectives and Principles

WHAT ————— **B** Zone Map & Site Design

HOW ————— **C** External Environment

D Building Design

E Landscaping Design

F Maintenance



OVERALL DESIGN OBJECTIVES

Elevating Aesthetic Connectivity for Community Buildings

In order to create a sense of connectivity and harmony within the community hub while raising its visual aesthetic from mere sheds to community landmarks, we propose the following underlying design principles:

1. *Contextual Synergy: Seamlessly blend the design with the surroundings, ensuring the building complements the environment, neighbouring structures, and cultural context.*
2. *Aesthetic Consistency: Establish a cohesive design language throughout the community hub, enhancing its visual identity.*
3. *Functional Aesthetics: Ensure aesthetics enhance functionality rather than hinder it, striking a perfect balance between form and purpose.*
4. *Community-Centric: Involve the community in the design process, incorporating their values and aspirations to foster a sense of connection and ownership.*
5. *Sustainability and Innovation: Emphasize sustainability and innovation in design while remaining budget-conscious by integrating eco-friendly practices, cutting-edge materials, and technologies that align with visual excellence within cost constraints.*

By embracing these design principles, we transform everyday structures into community landmarks that aspire to inspire, reflect culture, and serve as enduring symbols of unity and aesthetic brilliance. We encourage an aspirational approach, always mindful of community preferences, ensuring alignment with Council promises and incorporating feedback to make these transformations not only visionary but also palatable to the community.

 Zone Map & Site Design



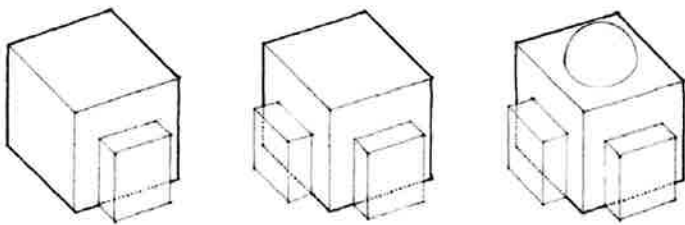
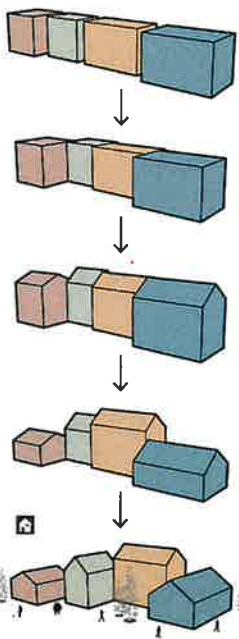
C

External Environment



- Shape and Form
- Murals
- Posters
- Signage
- External Storage Requirements
- Fencing Allowances
- External Lighting Requirements

C External Environment



SHAPE AND FORM

Our architectural approach places a strong emphasis on the utilization of simple shapes and forms in building design with all buildings being single story.

Using simple shapes and forms helps create buildings that not only provide visual clarity and harmony but also enhance structural stability and ease of construction. The elegance of simplicity extends beyond aesthetics; it also plays a crucial role in optimizing the functionality and sustainability of our architectural designs.

Key Principles:

- Simple geometrical shapes
- Straight lines
- Single story
- Clean & simple roof lines

 External Environment



MURALS, POSTERS AND SIGNAGE

All signs, murals and posters must adhere to a consistent theme, both in terms of color and storytelling.

Additionally, careful consideration needs to be taken for the size and placement of these elements, ensuring they integrate harmoniously with the surroundings, avoiding any potential eyesores or cluttered spaces.

Each sign, poster, or mural must add intrinsic value to the space, either by providing information, sparking inspiration, or simply adding aesthetic appeal.

Key Principles:

- Follow the colour pallet
- Consistent theme for murals
- Consideration on size & placement
- Not become an eyesore or obstruction
- Must add value to the space



EXTERNAL STORAGE REQUIREMENTS


The location of these storage areas is carefully considered to prevent any interference with external spaces and to ensure accessibility for essential services such as rubbish trucks.

We prioritize their proximity to each building, striking a balance between convenience and minimizing visual disruption to the surroundings. To maintain visual harmony, the size and appearance of these storage areas are designed to blend effortlessly with the overall environment, preventing them from becoming an eyesore.

The fencing surrounding any external storage areas is intended to maintain a discreet presence while effectively concealing unsightly bins or any other visual distractions. To achieve this, the materials chosen for the fencing are carefully selected to harmonize with the surrounding buildings, ensuring they seamlessly blend into the architectural landscape.

Key Principles:

- Plan locations to not interfere with outdoor areas
- Consider where rubbish trucks can access easily
- Fencing to be inline with fencing requirements
- Size to be taken into accordance to not be an eyesore

 External Environment



FENCING ALLOWANCES

It's imperative that fences do not obstruct visibility, except when serving the purpose of concealing objects like bins that might otherwise detract from the ambiance. To maintain an atmosphere of openness and accessibility, we have established height restrictions for fences, preventing them from overwhelming the surrounding environment.

Our principle dictates that fencing is to be deployed only where it is essential, avoiding unnecessary barriers that might disrupt the natural flow of the space.

Key Principles:

- Fencing only where required for bin storage etc
- To be discreet and not an eyesore
- Blend into the overall environment
- Follow to colour pallet and selected materials
- Trellis is an acceptable fencing type
- Height restriction of 1.8m max.

C External Environment



EXTERNAL LIGHTING REQUIREMENTS

The external lighting requirements within our community hub are not only essential for aesthetics but also play a critical role in ensuring security and safety.

We prioritize the strategic placement of lighting fixtures throughout the hub to create a well-lit environment that deters potential security threats and promotes a sense of safety among residents and visitors. To achieve this, we consider factors such as walkways, parking areas, and entrances, where adequate illumination is crucial.

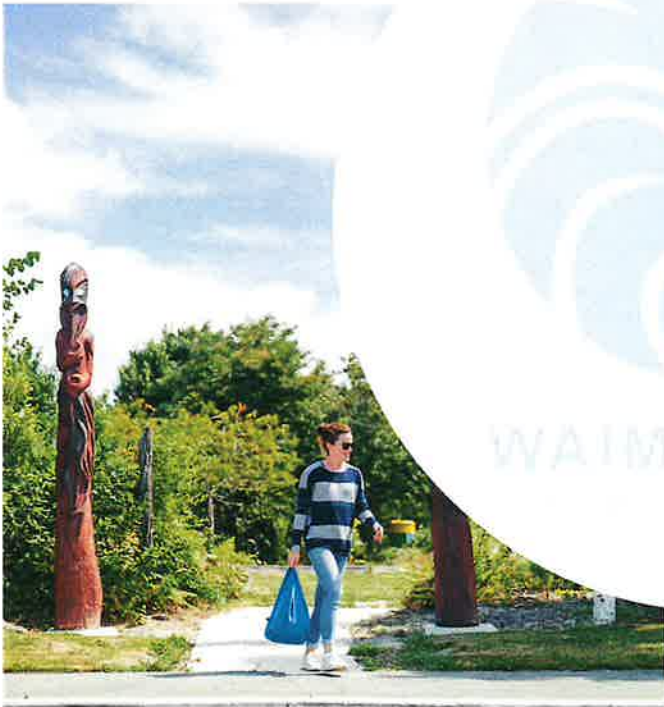
Additionally, floodlights are strategically positioned to provide extensive coverage in open spaces, ensuring that no corner remains in the shadows.

Key Principles:

- Lighting placed to be aesthetic and practical
- Enhancing security and safety
- Ensure to cover key areas such as walkways, parking, entrances etc.
- Floodlights positioned to cover open spaces

D

Building Design



- Materials
- Colour Pallete
- Orientation of Buildings
- Window Requirements
- Door Requirements
- Roofing Requirements
- District Plan Influence on Design
- Accessibility Requirements
- Services Requirements
- Noise Control From Equipment
- Sustainability
- Security
- Vermin Proofing



MATERIALS

Allowed

- Wood or timber cladding and structural elements
- Metal cladding - Must be powder coated or painted
- Steel structural elements - Must be powder coated or painted
- Concrete
- Stone

Not Allowed

- Galvanized steel - Unpainted
- Fibre cement cladding
- Aluminium
- Asbestos
- Lead
- Mercury
- Polychlorinated biphenyls (PCB)
- Chlorofluorocarbons
- Materials from radioactive sources

Second-hand materials can be deemed acceptable and even highly desirable in architectural design when they fulfill specific criteria. These materials should not only be in a 'like-new' condition and have a life expectancy of over 20 years but also contribute to enhancing the sustainability of the project.

Each building's façade must feature a minimum of two distinct materials, with the condition that no single material covers more than 85% of the exterior. Consideration should be taken with how the cladding of each building complements one another, ensuring a harmonious balance without an excessive concentration of a single cladding material when adjacent to each other.



COLOUR PALLETE

The building colors must align with the designated color palette for the community hub to maintain a cohesive and visually appealing aesthetic across the site.

This selection should be considered not only for individual structures but also with regard to how these colors interact and complement each other when applied both internally and externally.

This comprehensive approach ensures that the color scheme enhances not just the individual building's appearance but also contributes to the overall harmony and coherence of the entire architectural environment, creating a welcoming and aesthetically pleasing atmosphere for all who interact with it.

The doors that face and open toward the internal lawn should be painted in Resene Wild Thing.

In the planning of signage and murals, it is essential to consider how their colors will seamlessly integrate with the designated color palette and ensure they complement it effectively.



ORIENTATION OF BUILDINGS

To promote an active and engaging environment, the frontages of the buildings should open up towards the internal lawn, encouraging interaction, and providing a vibrant facade that reflects the vitality within. Each building's primary entrance should be oriented towards the internal lawn, while secondary entrances should be designed in a way that doesn't compromise the main facade.

Consideration should be taken into the connection between structures to create a warm and welcoming atmosphere between the various buildings, emphasizing a sense of community and cohesion within the hub. Consider existing designs and geotechnical reports as valuable resources to inform and guide the orientation of new buildings.

These orientation principles collectively aim to create a harmonious and people-centric architectural layout, enhancing both aesthetics and functionality.

Key Principles:

- Consider connection between the building and the internal lawn
- Position for sun exposure
- Connection between structures
- Main entrances to be off the internal lawn
- Positioning of service areas for easy access
- Service entrance to not compromise main facade



WINDOW REQUIREMENTS

We prioritize the strategic placement of windows to harness natural light and solar heat gain, fostering energy efficiency and creating well-lit, comfortable interiors. Furthermore, we maintain a consistent style, shape, and size of windows throughout our community buildings.

It reinforces a sense of unity within the community and contributes to the timeless and elegant appeal of our buildings, creating spaces that are both pleasing to the eye and thoughtfully designed to maximize the benefits of natural light and warmth.

Frontages that directly face the internal lawn are required to incorporate a minimum of 10% glazing in their architectural design approach. This emphasis on ample glazing not only allows for an abundant inflow of natural light but also fosters a strong visual connection between indoor spaces and the vibrant, green surroundings of the internal lawn.

Key principles:

- 10% glazing on main facade facing internal lawn
- Placement to optimize light and ventilation into internal spaces
- Consistent style, shape and size throughout all buildings

D Building Design



DOOR REQUIREMENTS

We prioritize situating main entrance doors facing the serene internal lawn, fostering a warm and inclusive atmosphere within our community buildings.

This arrangement not only encourages a seamless flow between indoor and outdoor spaces but also serves as a focal point for community gatherings and connections.

Meanwhile, service doors and large roller doors, where required, are thoughtfully positioned away from the primary communal areas whenever feasible. This strategic placement ensures that practical functions, like deliveries and maintenance, don't disrupt the central hub of community life.

Frontages that directly face the internal lawn are required to incorporate a minimum of 10% glazing in their architectural design approach. This emphasis on ample glazing not only allows for an abundant inflow of natural light but also fosters a strong visual connection between indoor spaces and the vibrant, green surroundings of the internal lawn.

Key Principles:

- Main doors off the internal lawn taking existing designs into consideration.
- Service and roller doors positioned away from primary communal areas whilst still being functional for the building.
- 10% glazing on main facade facing internal lawn
- Consistent style, shape and size throughout all buildings



ROOFING REQUIREMENTS

We prioritize the use of monopitch roofs, with a deliberate pitch away from the internal courtyard or entrance whenever feasible. This design approach not only contributes to a sleek and contemporary aesthetic but also directs rainwater away from communal areas, ensuring a more pleasant experience for all.

Additionally, our consideration extends to downpipes, which are strategically positioned to minimize disruption to the main facade and to seamlessly blend with the building's exterior.

We keep projections to a minimum, particularly away from the front face of the buildings, aligning with both our architectural vision and the guidelines outlined in the district plan to create a unified and aesthetically pleasing environment for our community members to enjoy.

Roofing materials and downpipes are carefully selected to adhere to the designated color palette as outlined on page 14, ensuring a cohesive and visually pleasing aesthetic throughout our community hub

Key Principles:

- Monopitch roofs prioritized with pitch away from the internal lawn
- Down pipes placed to not disrupt facade
- Projections kept to a minimum and away from front face
- Materials of roof and down pipes to adhere to approved colour pallet and materials

 Building Design


DISTRICT PLAN INFLUENCE ON DESIGN

https://www.waimakariri.govt.nz/_data/assets/pdf_file/0033/98268/29_-SPZ-KAIAPOI-REGENERATION-S32-REPORT-DPR-2021.pdf

The site is situated within Kaiapoi's recently rezoned Special Purpose Zone (SPZ), designated as part of the Waimakariri Residential Red Zone Recovery Plan (WRRZRP). You can find comprehensive details about this plan by following the link provided above.

In relation to restrictions on height, position and size of buildings we refer to chapter 17 of the Waimakariri district plan for Residential Zones. All buildings are also to be designed and constructed to comply with relevant sections of the New Zealand Building Code.

Key Principles:

- Height restriction is to be max 8m
- Site Coverage 50% of site total
- Recession planes to be taken 2.5m from FGL and follow the waimakariri Recession Planes fact sheet
- Setbacks to be 2m from a local road
- FFL to be +225, cladding to ground clearances in accordance with E2/AS1 and any manufacturers requirements

 Building Design


ACCESSIBILITY REQUIREMENTS

All buildings shall comply with the accessibility requirements in D1/AS1 and NZS4121:2001

All buildings should be designed and constructed with accessibility in mind, promoting inclusivity and equal access for all members of the community.

Compliance with D1/AS1 and NZS 4121:2011 is essential for creating accessible and welcoming community buildings within this hub. These standards help by contributing to the creation of functional and inclusive spaces that accommodate a diverse range of needs.

Key Principles:

- Accessible Entrances
- Accessible Facilities
- Parking
- Signage
- Door and Window Hardware
- Ramps and Stairs
- Lighting and Visibility
- Seating and Spaces
- Egress Routes
- Communication Access



ROOF RUN OFF REQUIREMENTS

Each tenant in the building is individually responsible for managing the stormwater runoff from their respective units, there are two options below.

They can opt to pipe the stormwater runoff and connect it to the existing stormwater management system. This approach ensures that excess rainwater is channeled away from the property efficiently, contributing to overall flood prevention and reduced strain on municipal stormwater infrastructure.

Alternatively, building owners may explore the utilization of raingardens and storage tanks to capture and reuse stormwater. This eco-friendly approach not only helps alleviate the burden on public drainage systems but also promotes sustainability by allowing collected rainwater to be repurposed for irrigation, landscaping, or other non-potable water needs.

Key Principles:

- Responsibility of the tenant
- Can connect into the existing SW system
- Can utilize collecting and reusing SW

Building Design



NOISE CONTROL FROM EQUIPMENT

Noise control stemming from equipment within our community hub is a paramount consideration in our design and operational strategies.

By adhering to these principles, we aim to strike a harmonious balance between the functionality of essential equipment and the comfort of our community members. Our commitment to noise control not only enhances the overall quality of the environment but also fosters a serene and welcoming atmosphere for all who visit and reside within our community hub.

Key Principles:

- **Strategic Positioning:** Equipment is thoughtfully positioned to minimize its impact on outdoor areas whilst not negatively impacting the function of the building. This includes locating noisy machinery away from tranquil spaces and residential areas to preserve a peaceful environment for community members.
- **Soundproofing Materials:** Where feasible, we employ soundproofing materials to reduce noise emissions. This includes acoustic insulation and barriers that effectively contain and absorb sound, preventing it from radiating into areas where it may cause disruption.
- **Aesthetics:** While addressing noise control, we also emphasize that equipment should not be an eyesore. We integrate aesthetically pleasing enclosures and camouflage techniques to ensure that the visual appeal of the community hub is preserved.

 Building Design


SUSTAINABILITY

As part of our commitment to sustainability, we consider the use of second-hand materials when they meet specific criteria. These materials should be in excellent condition, with a lifespan of over 20 years, and contribute significantly to enhancing the project's overall sustainability.

By reusing and repurposing materials that meet these criteria, we reduce waste and minimize our environmental impact, aligning our community hub with principles of resource efficiency and long-term sustainability.

We prioritize sustainability in our building practices, integrating energy-efficient technologies and renewable energy sources to reduce carbon emissions and operational costs.

Water-saving measures, eco-friendly materials, and waste reduction strategies further minimize our environmental footprint. Our buildings are designed for resilience, considering climate change and extreme weather events to ensure long-term functionality and safety.

Key Principles:

- Use of second hand materials if they fit criteria
- Integrate energy efficient technology into buildings where possible
- Use renewable energy where possible
- Try to minimize our environmental footprint
- Design buildings to last long-term

Building Design



SECURITY

www.cpted.net

Security through Crime Prevention Through Environmental Design (CPTED) is a fundamental principle that underpins our approach to community safety.


CPTED focuses on the design and layout of our community hub to deter criminal activity and enhance overall security. By strategically arranging spaces, ensuring good visibility, and incorporating natural surveillance elements like well-placed lighting and clear sightlines, we create an environment that is not only aesthetically pleasing but also inherently secure.

This proactive design approach encourages community members to feel safe and confident while using the space, fostering a sense of ownership and responsibility for its well-being.

The responsibility for surveillance on private buildings lies with the building owner.

Key Principles:

- Follow CPTED
- Design with security in mind
- Keeping visibility a priority
- Incorporating natural surveillance
- Well placed lighting
- Private surveillance is up to building owners

 Building Design


VERMIN PROOFING

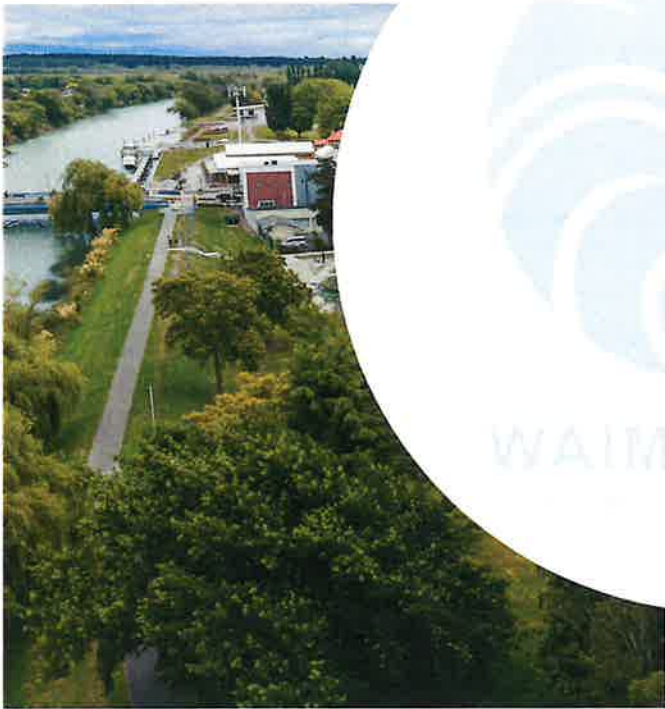
By focusing on vermin proofing and control, we aim to create a community hub that is not only aesthetically pleasing but also safe, clean, and conducive to the well-being of all residents and visitors. Our commitment to these measures reflects our dedication to maintaining a high-quality environment for everyone in our community.

Key Principles:

- **Building Design:** From the initial design phase, we incorporate features that discourage vermin entry. This includes sealing gaps and cracks, using durable materials that resist pest infestations, and designing trash disposal areas to minimize attractants.
- **Integrated Pest Management (IPM):** We employ IPM strategies, which emphasize prevention over chemical treatments. This includes maintaining a clean and clutter-free environment, proper food storage, and waste management practices that reduce vermin attractants.
- **Seamless Waste Management:** We implement efficient waste management systems that include secure and pest-resistant containers for both indoor and outdoor areas. Regular waste removal schedules are established to prevent vermin from being drawn to the area.
- **Safe Pest Control Measures:** In cases where pest control measures are necessary, we prioritize safe and environmentally friendly options. We work with qualified pest control professionals who employ methods that minimize risks to human health and the environment.

E

Landscaping
Design



Planting Requirements

E Landscaping Design



PLANTING REQUIREMENTS

Within our community hub, we place a strong emphasis on landscaping that goes beyond mere aesthetics – the goal is to ensure that every plant and green element adds intrinsic value to the space. Ensure planting requirements are selected to enhance the overall appeal of the environment, creating a space that is both visually captivating and functional.

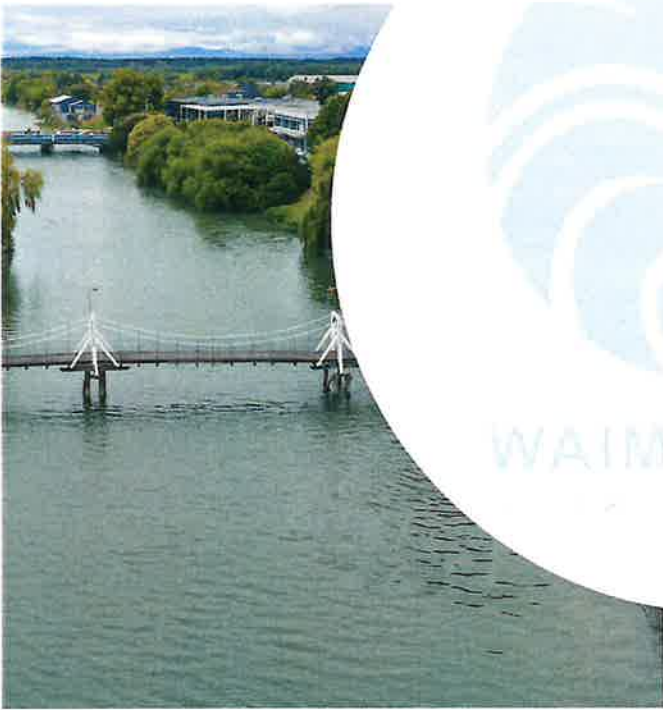
To achieve this, we are committed to selecting plant species that seamlessly integrate with the natural surroundings. These choices are made with great care, taking into account the local climate, soil conditions, and ecosystem dynamics. By aligning our plant selections with the native environment, we not only conserve the region's biodiversity but also ensure the long-term vitality and resilience of our landscape.

Landscaping design needs to consider sightlines, ensuring that the placement of plants and greenery does not hinder visibility or disrupt the ease of navigation. This creates a harmonious and safe environment where community members can fully appreciate the beauty of the landscape while moving freely and comfortably throughout the space.

Vegetation Management: Landscaping and green spaces should be designed and maintained to minimize vermin habitats. This includes regular trimming, removal of overgrown vegetation, and selecting plants that are less attractive to pests.

F

Maintenance



F Maintenance



MAINTENANCE REQUIREMENTS

Maintenance is a fundamental aspect of our commitment to the well-being and longevity of our community hub. We take great pride in upholding the highest standards of upkeep to ensure that the space remains safe, attractive, and fully functional for all who use it.

Our maintenance efforts encompass a wide range of responsibilities, including regular inspections, landscaping care, cleaning, and equipment servicing.

We believe that a well-maintained community hub not only enhances its overall appeal but also fosters a sense of pride and ownership among community members.

Through diligent and proactive maintenance practices, we aim to create a welcoming and vibrant environment where everyone can enjoy the full benefits of our shared community space.

Each tenant is encouraged to take pride in the maintenance of their own buildings, ensuring their proper upkeep. This personal responsibility contributes to the overall cleanliness and aesthetics of the hub.

Meanwhile, the council assumes the role of preserving shared spaces and common areas within the community hub.



APPROVAL PROCESS

You are required to submit the following information to the design committee prior to submitting plans to the Waimakariri District Council for building consent.

Full contact details

Building plans, which should include:

- Site plan (location of buildings on the site)
- Floor plan (with dimensions)
- All elevations

Exterior colours and finishes, including:

- External walls
- Roof

If the information is complete and it meets the design guide requirements it is then processed for approval

Approval is granted generally within 1 week

The stamped approval plans will be posted to you to the address provided at submission



IMPORTANT THINGS TO REMEMBER

When designing in accordance with our guidelines, several important factors come to the forefront.

Firstly, thorough comprehension of the guide is paramount; ensuring that every detail and requirement is comprehensively understood is the foundation of a successful design.

Equally vital is ensuring that the design adheres to the core design principles we've established, focusing on aesthetics, functionality, and community well-being.

Moreover, designing with both the district plan and the New Zealand Building Code in mind is imperative, guaranteeing compliance with legal and regulatory standards.

By embracing these considerations, we create spaces that not only meet practical needs but also contribute to a vibrant and harmonious community environment.



DRAFT

CHARTERS STREET

COURTENAY DRIVE

SATISFY FOOD RESCUE

COMMUNITY HUB SHARED FACILITY

COMMUNITY HUB CENTRAL LAWN

MENZ SHED

MENZ SHED

MENZ SHED

INDICATIVE LOCATION FOR POTENTIAL PLAYGROUND (Separate Budget)

CROQUET LAWN

CROQUET LAWN (FUTURE) NOT IN SCOPE

CROQUET LAWN

CROQUET LAWN (FUTURE) NOT IN SCOPE

YDOT

SHARED SPACE PARKING

8x4.5

CROQUET 20x8

LINKAGES PATHWAY 1000m³ of excavated material to create mounds. Contours at 0.3m intervals

COURTENAY DRIVE

WYBER PLACE

DRAFT

0 10 20 30 40 50



WAIMAKARIRI DISTRICT COUNCIL**REPORT FOR DECISION**

FILE NO and TRIM NO: BYL-69/23111483168

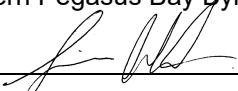
REPORT TO: KAIAPOI-TUAHIWI COMMUNITY BOARD

DATE OF MEETING: Monday 19 February 2024


AUTHOR(S): Sylvia Docherty, Senior Policy Analyst

SUBJECT: Northern Pegasus Bay Bylaw Review – Hearing Panel Representation

ENDORSED BY:
(for Reports to Council,
Committees or Boards)



 General Manager



 Chief Executive

1. SUMMARY

- 1.1. This purpose of this report is to seek a representative from the Kaiapoi-Tuahiwi Community Board for the Northern Pegasus Bay Bylaw 2016 (amended 2023) Hearing Panel to hear submissions and make recommendations to inform a review and any potential changes to the Bylaw.

Attachment:

- i. Northern Pegasus Bay Bylaw Schedule 2 Map updated 2023 – 231025169980.

2. RECOMMENDATION

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** Report No. 231114183168.
- (b) **Appoints** Board Member, to the Northern Pegasus Bay Bylaw 2016 (amended 2023) Hearing Panel to hear submissions on the Bylaw and to recommend decisions to the Council (meeting dates to be confirmed).
- (c) **Notes** that this consultation will inform development of a Statement of Proposal for the Proposed Northern Pegasus Bay Bylaw 2024. The Statement of Proposal will be made available to the wider public for input through the Special Consultative Procedure required by the Local Government Act 2002.
- (d) **Notes** that the Northern Pegasus Bay Bylaw 2016 (amended 2023) will not be required to be formally reviewed for another 10 years.

3. BACKGROUND

- 3.1. The Northern Pegasus Bay Bylaw 2016 (amended 2023) regulates recreational activities along the coastal strip of the District and includes the environmentally significant Ashley – Rakahuri River Estuary. Attachment i outlines the Bylaw area.
- 3.2. The aims of the Bylaw are to manage recreational use, minimise negative environmental impacts, promote public health and safety and minimise nuisance and offensive behaviour.
- 3.3. The Bylaw receives its empowerment through sections 145 and 146 of the *Local Government Act 2002*. Section 153 (3) enables the bylaw to be enforced on land owned by the Department of Conservation and section 22AB of the Land Transport Act 1998 to enable motorcycles to be prohibited from the beach.

- 3.4. The Northern Pegasus Bay Bylaw Implementation Plan was adopted by the Council on 5 December 2017. The Plan incorporated feedback from the consultation process and identified 60 actions across 11 themes including education, publicity, and signage. The Implementation Plan includes actions related to education and publicity. This resulted in leaflets and videos about the Bylaw targeting specific activities carried out by beach users.
- 3.5. The Plan included establishing the Northern Pegasus Bay Advisory Group (Advisory Group) to ensure the purposes of the Bylaw are achieved with a responsibility to oversee the progress of the Implementation Plan.
- 3.6. The Council adopted the Northern Pegasus Bay Bylaw 2016 (amended 2023) on 2 May 2023 noting that this was an interim bylaw to meet critical operational timeframes and that a process would follow to fully review the Bylaw including stakeholders and community consultation.

4. ISSUES AND OPTIONS

- 4.1. On 7 November 2023, the Council approved initiating the consultation process on the Northern Pegasus Bay Bylaw 2016 (amended 2023) from between mid-November 2023 and late-January 2024. At the meeting, the Council also appointed Councillors Blackie (Chair as portfolio holder), Councillor Goldsworthy and Councillor Redmond, a representative of the Woodend-Sefton Community Board and a representative of the Kaiapoi-Tuahivi Community Board and a Te Ngāi Tūāhuriri Rūnanga representative, to the Northern Pegasus Bay Bylaw 2016 (amended 2023) Hearing Panel to hear submissions on the Bylaw and to recommend decisions to the Council.
- 4.2. The Bylaw has been instrumental in improving coastal management for Northern Pegasus Bay since it was introduced. However, there are environmental, health and safety, and implementation issues still affecting the coastal area and consideration needs to be given to what additional regulatory and non-regulatory measure could be taken to resolve or reduce the issues.
- 4.3. Prohibition of dogs from the Ashley/Rakahuri Estuary was introduced in the Northern Pegasus Bay Bylaw 2016 to offer additional protection to the area's internationally significant natural values. Bird monitoring undertaken by the Ashley Rakahuri Rivercare Group recognises declining bird numbers in the area over the last 25 years and that a single dog attack on an endangered species could have significant consequences. The Advisory Group recommends extending the prohibited area to include the Spit, this could be a seasonal or permanent prohibited activity noting that seasonal would be for a significant proportion of the year based on bird activity in the area.
- 4.4. The legalistic nature of the Bylaw document does not lend itself to a particularly user-friendly format or style of expression. Stakeholder feedback has highlighted a need to be more specific as well as clear and simple to understand and enforce.
- 4.5. Feedback from the Advisory Group has highlighted the maps contained in schedules 2 to 6 of the Bylaw are accurate at the time they are produced but that the geography of the coastal area changes frequently making accurate visual representation of the access areas more difficult. Staff will consider the written clauses of the Bylaw to include clear written definitions.
- 4.6. The Bylaw currently allows fires to be lit on the beaches during open season. Following the fire at Tūhaitara Coastal Park on 2 November 2022 consideration should be given to whether this continues as a restricted activity or whether it should be a prohibited activity.
- 4.7. The different Bylaw rules applying to the northern and southern stretches of the coastal strip can be problematic but manageable if supported by good communication between the Waimakariri District Council and the Hurunui District Council. It is also acknowledged that there is a need to educate users entering the coastal strip from Ashworths Beach of the Waimakariri regulations.

- 4.8. Access for Fenton Reserve owners and holders of Fenton Entitlements to waterways associated with these Fenton Reserves and Entitlements for mahinga kai purposes is an issue that the council is legally obliged to address. The Mahaanui Iwi Management Plan identifies '*The need to protect and maintain Ngāi Tahu access to sites associated with wāhi tapu, wāhi taonga, mahinga kai and other cultural resources, including Fenton reserves, Fenton Entitlements and Nohoanga.*' An agreement between the Council, Environment Canterbury, and the Fenton Reserve Trustees consistent with the principles of Kaitiakitanga (the intergenerational responsibility and right of tāngata whenua to take care of the environment and resources upon which they depend) has been drafted and amended based on input from each party. The draft is currently awaiting feedback from Fenton Reserve Trustees before it can progress any further.
- 4.9. Effective targeted enforcement is a key component of managing the Bylaw and was a significant issue in previous consultation submissions. It can't be emphasised enough that effectively implementing the Bylaw is vital to its success. Enforcement of the Bylaw helps to reduce the identified environmental, health and safety issues and user conflicts as well as support the good faith and enthusiasm of members of the local beach communities who are engaged in the bylaw development process. Environment Canterbury enforce the Bylaw through regular patrols of the coastal strip via a ranger service. The cost of this service is split between the Waimakariri District Council and Environment Canterbury.

5. Implications for Community Wellbeing

- 5.1. There are implications on community wellbeing by the issues and options that are the subject matter of this report. The Bylaw supports the following community outcomes:
- 5.1.1. **Social** - Public spaces are diverse, respond to changing demographics and meet local needs for leisure and recreation.
- 5.1.2. **Environmental**
- Our communities are able to access and enjoy natural areas and public spaces.
 - Land use is sustainable; biodiversity is protected and restored.

6. COMMUNITY VIEWS

6.1. **Previous consultation**

In 2015/2016, an extensive public consultation process was undertaken of the Northern Pegasus Bay Bylaw 2010 resulting in 291 submissions received from organisations and individuals which the Council considered over two formal hearings.

Comments from the submissions covered the following themes:

- Vehicle access (64%)
- Enforcement/implementation/review (60%)
- Equestrian (54%)
- Whole document/ miscellaneous (46%)
- Dog control (37%)
- Other activities such as land yachting, freedom camping and the scattering of human ashes (31%)
- Management of and activities in the Ashley/Rakahuri Estuary area (28%)
- Fire control (17%)

Public consultation on the draft Northern Pegasus Bay Bylaw Implementation Plan ran from in August 2017 resulting in 25 submissions. The future management and protection of the Ashley-Rakahuri Estuary was a clear priority for submitters, as was the education of beach users through effective communication, signage, and enforcement. Other issues included vehicle access into the Estuary, educating beach users entering at Ashworths Beach about new Bylaw rules, the proposal to name the coastal strip a park, continuing to

engage with the Hurunui District Council about coastal management and the need to adequately resource the advisory group and enforcement services.

Northern Pegasus Bay Advisory Group

Membership of the Northern Pegasus Bay Advisory Group is based on the organisations represented in the previous Northern Pegasus Bay Working Party and extended to include representation from user groups and beach communities. The following groups were invited to select one person to represent them on the Northern Pegasus Bay Advisory Group:

- Waimakariri District Council – Councillor (Chairperson)
- Kaiapoi-Tuahiwi Community Board
- Woodend-Sefton Community Board
- Department of Conservation
- Environment Canterbury
- Te Ngāi Tūāhuriri Rūnanga
- Te Kōhaka o Tūhaitara Trust
- Hurunui District Council
- Ashley-Rakahuri Rivercare Group
- Waikuku Beach Kite Surfers User Agreement Group
- Ashley Fishermen’s Association Inc
- Woodend Beach Commercial Horse Trainers User Agreement Group
- Fenton Reserve Trustees
- A representative for Waikuku Beach residents (to be determined by the Northern Pegasus Bay Advisory Group)
- A representative for Pegasus Beach residents nominated by the Pegasus Residents Group Inc
- A representative for Pines/Kairaki Beach residents nominated by the Pines Kairaki Beaches Association
- A representative for Woodend Beach residents nominated by the Woodend Community Association.

The Advisory Group advocates for the use of non-regulatory approaches where possible including education and publicity of the Bylaw, but also recognise that enforcement measures with more consequences may be required to manage repeat breaches and breaches of the Bylaw that have a significant impact on the environment or health and safety of users are also required. The Advisory Group also highlighted the education and publicity is currently targeted at residents of the District but the coastal strip receives many recreational visitors from out of the District that may not be aware of the Bylaw.

6.2. Mana whenua

A representative of Te Ngāi Tūāhuriri Rūnanga was appointed to the development of the Northern Pegasus Bay Bylaw 2010 and the 2015 Review Working Party.

Green Space, and Strategy and Business Unit staff attended the joint meeting between the Council and Te Ngāi Tūāhuriri Rūnanga on 7 September 2023 to provide an update on the Bylaw review and ask for Te Ngāi Tūāhuriri Rūnanga representation on the Advisory Group and the review process.

The Northern Pegasus Bay Advisory Group and Council staff would like to work with Te Ngāi Tūāhuriri Rūnanga to ensure Māori views are taken into account in the review and development of the proposed Bylaw. This review will be effective for ten years with the next review then not required until 2034.

6.3. Groups and Organisations

There are groups and organisations likely to be affected by, or to have an interest in the subject matter of this report.

Organisations that previously submitted on the Bylaw include:

- Christchurch 4WD Club
- Te Kohaka o Tūhaitara Trust
- Braided River Aid Inc
- Woodend-Ashley Community Board
- Canterbury Windsports Association
- Pines Kairaki Beaches Association
- Ashley-Rakahuri Rivercare Group Inc
- Pegasus Riding Club Inc
- Pegasus Residents' Group Inc
- Cust Equestrian Group
- Department of Conservation
- Waikuku Kitesurfers
- North Canterbury Fishing Club 97
- North Canterbury Fish and Game Council
- Canterbury Recreational 4WD Club
- Windsurfing NZ
- Groundswell Sports Ltd
- Royal Forest and Bird Protection Society of NZ Inc
- Kaiapoi Community Board
- Environment Canterbury.

6.4. **Wider Community**

The wider community is likely to be affected by, or to have an interest in the subject matter of this report. This primarily relates to the residents and members of the wider public that may have concerns around the prohibited and restricted activities of the Bylaw and the impact on the coastal environment where breaches of the Bylaw occur.

6.5. **Consultation Process**

The public will be notified of the opportunity to make a submission to the Lets Talk About Beaches consultation through public notices in newspapers and information published on the Council's webpage and Facebook page. Submissions will be able to be made online via the Council's web page, by email or by posting or delivering a copy to the Council. Online polls will be run on a short-term basis (weekly or fortnightly) to get specific feedback on key areas such as access for dogs on the spit at the Estuary and fires on the beach. This will provide staff with specific feedback to help develop the Statement of Proposal.

Community events are planned for the beach communities of the District prior to the Summer break, working in partnership with the community representatives of the Advisory Group.

A Beach User Survey will be undertaken similar to the surveys undertaken in 2019 and 2021 that provide specific feedback on awareness of the Bylaw and what people think are the current issues for the Bylaw.

7. **OTHER IMPLICATIONS AND RISK MANAGEMENT**

7.1. **Financial Implications**

| Annual Budgets | 2023/2024 |
|-----------------------------------|------------------|
| OPEX | \$21,530 |
| CAPEX | \$22,020 |
| Enforcement contract contribution | \$29,760 |
| Total | \$73,310 |

The review of the Bylaw is being carried out using existing Green Space, and Strategy and Business Unit staff resources. The project is a programmed Strategy and Business Unit

project for the 2023/24 financial year. Any associated costs, such as advertising costs and legal fees are being split between the Green Space, Strategy and Business Units.

Currently there are two budgets within the recreation account which are used for enforcement and infrastructure development related to the Northern Pegasus Bay Bylaw. An operational budget of \$21,530 and a capital budget of \$22,020 is available for this financial year.

Enforcement is undertaken by Environment Canterbury via a ranger service. The cost of this service is split between the Waimakariri District Council and Environment Canterbury with each organisation's share being \$29,760 per year. The schedule for ranger services is agreed between both Councils and is based on known high use periods, weather, and tides. For the winter months, when use of the beach is limited, the ranger service is reduced to half a day at weekends. During peak times, which include the white bait season and summer holiday period, the service is increased to 5 half days a week.

7.2. **Sustainability and Climate Change Impacts**

The recommendations in this report do have sustainability and/or climate change impacts.

The Bylaw prohibits vehicles and motorbikes from riding on the dunes. Previous research concluded that the higher the sand dunes were, the more they protected people from coastal hazards. Driving on dunes destroys vegetation that helps to bind the sand together and compacts the sand. This can lead to an unstable dune system that is more at risk from the climate change risks of extreme weather events and sea level rise.

The Bylaw also controls activities in the Ashley/Rakahuri Estuary which is recognised by the International Union for the Conservation of Nature (IUCN) as a wetland of 'international significance'. Over 90 species of birds have been recorded at the Ashley Rakahuri/Saltwater Estuary alone and many of these such as the black-billed gull, black-fronted tern, banded dotterel, and wrybill are rare and endangered species.

7.3. **Risk Management**

There are not risks arising from the adoption/implementation of the recommendations in this report.

7.4. **Health and Safety**

There are no health and safety risks arising from the adoption/implementation of the recommendations in this report.

8. **CONTEXT**

8.1. **Consistency with Policy**

This matter is not a matter of significance in terms of the Council's Significance and Engagement Policy.

8.2. **Authorising Legislation**

Local Government Act 2002
 Resource Management Act 1991
 Ngāi Tahu Claims Settlement Act 1998
 Marine and Coastal Area (Tukutai Moana) Act 2011
 Land Transport Act 1998
 Reserves Act 1977
 Conservation Act 1987
 Wildlife Act 1953
 Marine Mammals Protection Act 1978
 Dog Control Act 1996
 Fire and Emergency NZ Act 2017
 Freedom Camping Act 2011

8.3. **Consistency with Community Outcomes**

- The Council's community outcomes are relevant to the actions arising from recommendations in this report.
 - **Social** - Public spaces are diverse, respond to changing demographics and meet local needs for leisure and recreation.
 - **Environmental**
 - Our communities are able to access and enjoy natural areas and public spaces.
 - Land use is sustainable; biodiversity is protected and restored.

8.4. **Authorising Delegations**

The Community and Recreation Committee has delegated authority to administer bylaws for its activities. The most relevant of the listed activities is parks and reserves but only a small parcel of Council-owned reserve land at Kairaki Beach is located within the Northern Pegasus Bay Bylaw 2016 area.

The District Planning and Regulation Committee is responsible for the administration of bylaws other than those clearly under the jurisdiction of another standing committee, but the full Council rather than this Committee has traditionally been involved in the preparation of the 2010 and 2016 Northern Pegasus Bay Bylaws due to the significance of the coastal area.

Vehicle Access Waikuku

(See Schedule 3 for details)



RESTRICTED NORTHERN VEHICLE ACCESS

- Access is only for the purposes of boat launching or retrieval, fishing, whitebaiting, and mahinga kai gathering.
- Below last high tide, unless it is unsafe to do otherwise.

RESTRICTED ASHLEY / RAKAHURI RIVER MOUTH VEHICLE ACCESS

- Permit required
- Key access only
- Available during annual whitebait season
- On marked route and then below last high tide, unless it is unsafe to do otherwise
- Exemptions apply to owners of Fenton Reserves and holders of Fenton Entitlements

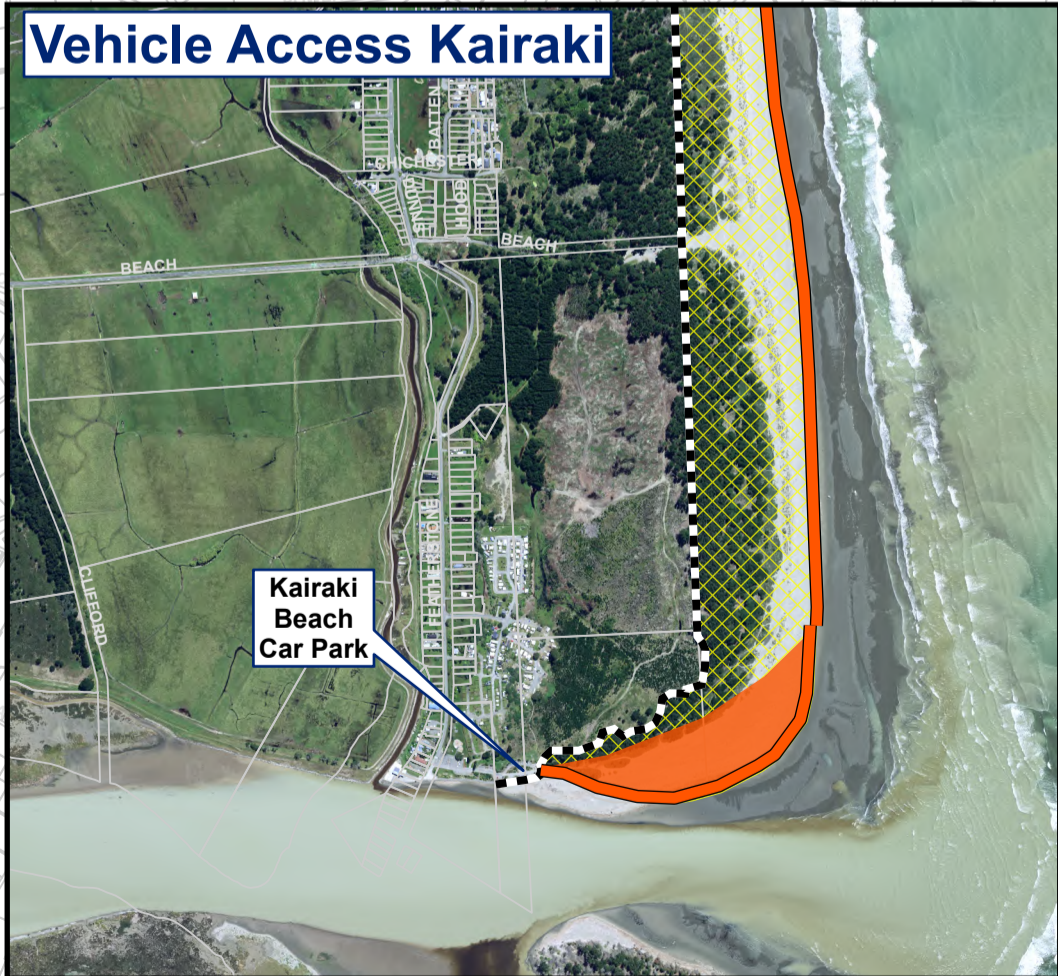
Bylaw applies to area within the Waimakariri District Council Boundary

The beach is a prohibited area for 2 wheeled motorbikes

PROHIBITED VEHICLE ACCESS

- No Public Vehicle Access
- Exemptions apply to emergency and authorised maintenance and service vehicles

Vehicle Access Kairaki



RESTRICTED SOUTHERN VEHICLE ACCESS

- Access is only for the purposes of boat launching or retrieval and taking machinery and equipment used for legitimate recreational purposes to the water's edge, fishing, whitebaiting, mahinga kai gathering and holders of mobility parking permits.
- Below last high tide only, apart from at the Waimakariri River Mouth & unless it is unsafe to do otherwise

Pegasus Beach Car Park

Pegasus Beach

Woodend Beach Car Park

Woodend Beach

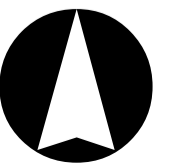
Woodend Beach Ferry Road Horse Access Trail

Kairaki Beach Car Park

Ocean Outfall

WAIMAKARIRI DISTRICT COUNCIL

Eagle Technology, Land Information New Zealand
CHRISTCHURCH CITY COUNCIL



WAIMAKARIRI DISTRICT COUNCIL**REPORT OR DECISION**

FILE NO and TRIM NO: GOV-26-08-06 / 240110002246

REPORT TO: KAIAPOI-TUAHIWI COMMUNITY BOARD

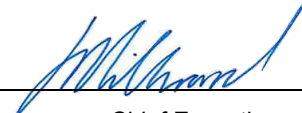
DATE OF MEETING: 19 February 2024

AUTHOR(S): Kay Rabe, Governance Advisor

SUBJECT: Applications to the Kaiapoi-Tuahiwi Community Board's 2023/24 Discretionary Grant Fund

ENDORSED BY:
(for Reports to Council, Committees or Boards)


General Manager


Chief Executive

1. SUMMARY

1.1 The purpose of this report is to consider the following two applications for funding received from:

| Name of Organisation | Purpose | Amount requested |
|--|--|-------------------------|
| Northern Phoenix Paddling Club | Towards the purchasing of three Go Pro cameras and holders | \$1,667 |
| Waimakariri Community Arts Council – Kaiapoi's Art on the Quay | Towards the promotion of exhibitions | \$695 |
| Total: | | \$2,362 |

Attachments:

- i. Application from Northern Phoenix Paddling Club (Trim Ref: 231222206870).
- ii. Application from Waimakariri Community Arts Council – Kaiapoi's Art on the Quay (Trim Ref: 240129012231).
- iii. Spreadsheet showing previous two years' grants.
- iv. Board funding criteria 2023/24. (Trim Ref: 210603089725).

2. RECOMMENDATION

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** report No. 240110002246.
 - (b) **Approves** a grant of \$..... to Northern Phoenix Paddling Club towards the purchasing of Go Pro cameras and holders.
- OR**
- (c) **Declines** the application from the Northern Phoenix Paddling Club.
 - (d) **Approves** a grant of \$..... to Waimakariri Community Arts Council – Kaiapoi's Art on the Quay towards the promotion of exhibitions.
- OR**
- (e) **Declines** the application from the Waimakariri Community Arts Council – Kaiapoi's Art on the Quay.

3. **BACKGROUND**

- 3.1 The ***Northern Phoenix Paddling Club*** is seeking funding to purchase three Go Pro cameras and holders as a coaching tool.
- 3.2 The ***Waimakariri Community Arts Council – Kaiapoi’s Art on the Quay*** is seeking assistance with promotional costs for exhibitions.
- 3.3 The current balance of the 2023/24 Discretionary Grant fund is \$3,407.

4. **ISSUES AND OPTIONS**

Northern Phoenix Paddling Club (the Club)

- 4.1 The Club was established in 2016 with members of all ages, genders and backgrounds and is very much a family-orientated club. Some of the members have paddling experience while others do not, however, everyone comes together with the same enthusiasm for the sport and to be part of a team. The Club has seen some success at various regattas. Recently the team’s coach was asked to coach students from the Oxford Area School. The students had never seen a dragon boat before; however, after four weeks of intensive training, Oxford Area School won most of their heats and then won the final at their first outing.
- 4.2 The Club is requesting funding to purchase three Go Pro cameras and holders as a coaching tool to enable teams to review and improve their technique to become more successful, stronger, and resilient paddlers. These cameras would directly benefit about 40 club members and contribute to the Club’s success in district and national competitions. By improving team performance, the team are able to build team pride and spirit. Dragon boating promotes stronger family bonds as well as bonds between team members. Sports have the unique ability to bring people together, transcending age, gender, and socio-economic backgrounds.
- 4.3 The Club is currently fundraising by participating in running raffles, selling pies and spices, and applying to other funding streams. Teams need to attend regattas and win to qualify for the Nationals, and this entails ongoing costs for transporting boats and equipment. If this application is unsuccessful, it would delay the purchase of the cameras which could have a negative effect on the teams’ performance during the season. The Club applied to the Rangiora-Ashley Community Board in December 2023 for three Go-pro cameras and received a grant of \$677. This is the first time that the Club has applied to the Kaiapoi-Tuahiwi Community Board for funding.

Waimakariri Community Arts Council – Kaiapoi’s Art on the Quay (the Gallery)

- 4.4 The Waimakariri Community Arts Council was established to encourage and promote the arts in the Waimakariri District. The Council manages exhibitions and concerts in the Chamber Gallery in Rangiora and Art on the Quay in Kaiapoi.
- 4.5 The Gallery wishes to promote the exhibitions at Kaiapoi’s Art on the Quay through Facebook and other social media, however, they lack the social media expertise to perform this task successfully. The Gallery, therefore, wishes to engage the services of a social media specialist to achieve this aspiration.
- 4.6 The Gallery would also like to be included in the Visitors Guide 2024 published by Visit Waimakariri. While there are no costs to Art on the Quay as a venue, each exhibition has to be advertised and promoted, which requires funding. The only funds the Gallery receives are through sales, which go to promotion in newspapers and magazines and, if finances allow, on social media. No funds are received from visitors to the gallery, which acts as a service to the arts community.
- 4.7 The whole community would benefit from drawing art lovers to Kaiapoi, which in turn benefits the local economy. Without promoting exhibitions, there is less likelihood of sales, which generates income for the gallery and artists. The promotion of exhibitions also allows for the general public to be exposed to the wonderful work created by local artists.

- 4.8 The Waimakariri Community Arts Council are responsible for the financial return for both the Chamber Gallery and the Art on the Quay and holds the relevant bank accounts. This initiative will not progress if this application is declined. This is the first time the Community Arts Council or the Gallery has applied for Board funding.
- 4.9 In considering the application, the Board should take into consideration that the Discretionary Grants may not be used for the payment of volunteers, payment of wages or activities or initiatives where the primary purpose is to promote commercial or profit-oriented interests.
- 4.10 The Board may approve or decline grants as per the grant guidelines.
- 4.11 **Implications for Community Wellbeing**
Dragon boating has a rich cultural history and improves community wellbeing by allowing people of all ages to socialise and exercise together. Exposure to the arts can help with major social challenges, such as social isolation.
- 4.12 The Management Team has reviewed this report.

5. **COMMUNITY VIEWS**

5.1 **Mana Whenua**

Te Ngāi Tūāhuriri hapū is not likely to be affected by or have an interest in the subject matter of this report.

5.2 **Groups and Organisations**

No other groups and organisations are likely to be affected by or to have an interest in the subject matter of this report.

5.3 **Wider Community**

The wider community are not likely to be affected by or interested in the report's subject. However, Dragon Boating offers physical and mental wellbeing to the community and opportunities for people to interact. Art contributes to a community's identity, fosters community pride and a sense of belonging, and enhances the quality of life for its residents and visitors.

6. **OTHER IMPLICATIONS AND RISK MANAGEMENT**

6.1 **Financial Implications**

6.1.1 The 2023/24 Annual Plan includes a budget provision of \$5,390 for the Kaiapoi-Tuahiwi Community Board to approve grants to community groups for the financial year. With \$2,132 being carried forward from the previous financial year, the Board has a total of \$7,522 to allocate in the current financial year.

6.1.2 The current balance of the Kaiapoi-Tuahiwi Community Board's Discretionary Grant Fund for the 2023/24 financial year is \$3,407, and if this application was approved, the balance would be \$1,045.

6.1.3 The application criteria specify that grants are customarily limited to \$750 per application with a maximum of \$1,000 in any one financial year (July to June). However, a group may apply twice in a financial, providing the applications are for different projects. Where applicable, GST values are calculated and added to appropriately registered groups if decided benefits exceed Board-resolved values.

6.2 **Sustainability and Climate Change Impacts**

The recommendations in this report do have sustainability and/or climate change impacts.

6.3 Risk Management

There are no risks arising from the adoption/implementation of the recommendations in this report.

6.4 Health and Safety

All health and safety-related issues will fall under the auspices of the groups and organisations which apply for funding.

7. CONTEXT**7.1 Consistency with Policy**

This matter is not a matter of significance in terms of the Council's Significance and Engagement Policy.

7.2 Authorising Legislation

Not applicable.

7.3 Consistency with Community Outcomes

People are friendly and caring, creating a strong sense of community in our District. There are wide-ranging opportunities for people of different ages and cultures to participate in community life and recreational activities.

7.4 Authorising Delegations

Community Boards have delegated authority to approve Discretionary Grant Funding.

Groups applying for Board Discretionary Grants 2023/2024 ¹⁵⁷

Name of group: Northern Phoenix Paddling Club

Address: [Redacted]

Contact person within organisation: [Redacted]

Position within organisation: Team Fundraising Volunteer

Contact phone number: [Redacted] Email: [Redacted]

Describe what the project is and what the grant funding will be used for? (Use additional pages if needed)

We require three Go Pro camera and three holders that we can be used as a coaching tool. Our coaches and leaders at various position in the boat have a unique view so having these cameras will help out team review their technique. By learning improvements, it will help the team become more successful, stronger and resilient.

What is the timeframe of the project/event date? No set date but we'd like these coaching tools ASAP.

Overall cost of project: \$1,666.75 Amount requested: \$1,666.75

How many people will directly benefit from this project? 40

Who are the range of people benefiting from this project? (You can tick more than one box)

- People with disabilities (mental or physical) Cultural/ethnic minorities District Preschool School/youth Older adults Whole community/ward

Provide estimated percentage of participants/people benefiting by community area:

Oxford-Ohoka 15% Rangiora-Ashley 40% Woodend-Sefton 15% Kaiapoi-Tuahiwi 30%

Other (please specify):

If this application is declined, will this event/project still occur? Yes No

If No, what are the consequences to the community/organisation?

[Redacted]

What are the direct benefit(s) to the participants?

Sports have the unique ability to bring people together, transcending age, gender, and socio-economic backgrounds. By investing in our team's equipment, you are contributing to the creation of a space where community members can connect, build relationships, and share common experiences. This sense of community cohesion has far-reaching effects.

What is the benefit(s) to your organisation?

158

We become a more successful team by providing better coaching to improve the team's performance. This builds team pride and spirit.

What are the benefit(s) to the Kaiapoi-Tuahiwi community or wider district?

All our members Kaiapoi-Rangiora area and the wider community. So the success of our team affects the success of our communities members.

Is your group applying under the umbrella of another organisation (that is Charity/Trust registered)? Yes No

If yes, name of parent group: _____

What is the relationship between your group and the parent group?

What other fundraising has your group undertaken towards this project/event? List any other organisations you have applied to, or intend to apply to for funding this project and the amount applied for, including applications to other Community Boards.

We are participating in local christmas carnivals to raise funds. We have also raised funds via raffles, pie and spice sales and funding applications. As team that participates in regattas, there's a lot of ongoing costs for travel and equipment.

Have you applied to the Kaiapoi-Tuahiwi Community Board or any other Waimakariri Community Board for other project funding in the past 18 months? Yes No

If yes, please supply details:

Enclosed Financial Balance Sheet and Income & Expenditure Statement
(*compulsory – your application cannot be processed without financial statements*) Supporting costs/quotes Other supporting information I am authorised to sign on behalf of the group/organisation making this application. I declare that all details contained in this application form are true and correct to the best of my knowledge. I accept that successful applicants will be required to report back to the Community Board by completing a simple Accountability Report. I accept that information provided in this application may be used in an official Council report available to the public.**Please note:** A signature is not required if you submit this form electronically. By entering your name in the signature box you are giving your authority to this application.

Signed: _____

Date: 22 December 2023

GoPro
Cameras
Apps
Accessories
Lifestyle Gear
GoPro Subscription
Shop by Activity
🔍
🛒

Home | Accessories | Adventure Kit

Adventure Kit

★★★★★ 1

Compatible with

HERO12 Black HERO11 Black HERO11 Black Mini
HERO10 Black

[+9 more](#)

Quantity:

⊖ 1 ⊕

NZ\$109.99 Regular

NZ\$87.99 Subscriber

GET 50% OFF YOUR FIRST YEAR

Add 1-Year GoPro Subscription
Subscribe and save up to 50% off mounts + accessories and more. Renews yearly at NZ\$79.99. [Learn More](#)


NZ\$39.99 ~~NZ\$79.99~~
GoPro subscriber? [Login](#)





ADD TO CART

Free Shipping on orders over NZ\$219.99¹

Est. Delivery by Wednesday, 29 Nov to [8011](#)

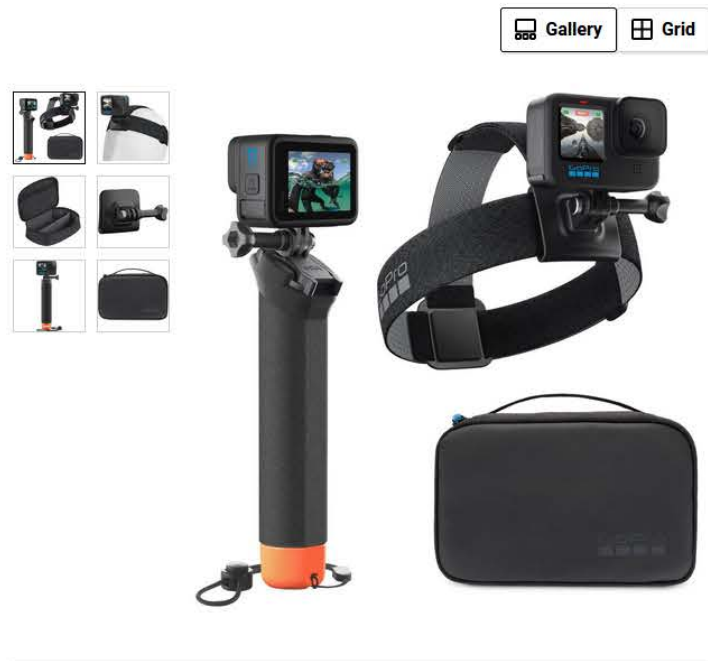
Kia ora, welcome to our new website! [Check out what's changed](#) ×



 Stores
  Wish List
  Account
  Cart

Products
Brands
Deals & Catalogues
Black Friday Madness!
Clearance
Services
Gift Cards

Home > Cameras > Camera accessories > Accessory kits > GoPro Adventure Kit 3.0



GoPro ON SALE

GoPro Adventure Kit 3.0

MODEL: AKTES-003 SKU: 426547

TICKET ~~\$129~~
\$97.58
\$21.42 OFF^A

afterpay
PayPal

Add to cart

♥

CHECK IF IT'S AVAILABLE

Delivery
In-store

🚚 **Set delivery location**

- KEY FEATURES**
- 3 must-have mounts for capturing your adventures
 - For immersive point-of-view and handheld footage while hiking, snorkeling, riding roller coasters and more
 - Bundled with a compact carrying case

? Help

Northern Phoenix Paddling Club Inc.
Statement of Financial Position
April 30th 2023

| | <u>2022</u> | <u>2023</u> |
|-----------------------------|--------------------|--------------------|
| Assets | | |
| Current Assets | | |
| Cash (Note 1) | \$ 651.57 | \$ 3,353.68 |
| Total Current Assets | \$ 651.57 | \$ 3,353.68 |
| Fixed Assets | | |
| PPE (Note 2) | \$ 7,044.37 | \$ 6,415.24 |
| Total Fixed Assets | \$ 7,044.37 | \$ 6,415.24 |
| Total Assets | \$ 7,695.94 | \$ 9,768.92 |

Cash (Note 1)

| | | |
|--------------|------------------|--------------------|
| Main Account | \$ 603.03 | \$ 3,320.14 |
| Card Account | \$ 30.54 | \$ 15.54 |
| Petty Cash | \$ 18.00 | \$ 18.00 |
| | <u>\$ 651.57</u> | <u>\$ 3,353.68</u> |

Property, Plant and Equipment (Note 2)

| | | |
|--------------|--------------------|--------------------|
| Uniforms | \$ 1,600.00 | \$ 528.00 |
| Life Jackets | \$ 2,301.48 | \$ 1,305.74 |
| Race Shirts | \$ - | \$ 2,006.75 |
| Cox Box | \$ 2,583.89 | \$ 2,325.50 |
| Gazebo | \$ 159.00 | \$ 119.25 |
| Marque | \$ 270.00 | \$ - |
| Trophies | \$ 130.00 | \$ 130.00 |
| | <u>\$ 7,044.37</u> | <u>\$ 6,415.24</u> |



Northern Phoenix Paddling Club Inc.
Cash Flow Statement
April 30th 2023

| | <u>2022</u> | <u>2023</u> |
|----------------------------|----------------------|---------------------|
| <u>Cash Inflows</u> | | |
| Season Fees (2020-2021) | \$ 220.00 | \$ - |
| Season Fees (2021-2022) | \$ 3,655.00 | \$ - |
| Season Fees (2022-2023) | \$ - | \$ 3,630.00 |
| Fundraising (Note 2) | \$ 953.75 | \$ 407.88 |
| Funding (Note 3) | \$ 4,547.86 | \$ 3,745.00 |
| Carnival Stall Refund | \$ 40.00 | \$ - |
| Shirt Sales | \$ 50.00 | \$ - |
| Lifejacket Sales | \$ - | \$ 310.00 |
| <u>Total Cash Inflows</u> | <u>\$ 9,466.61</u> | <u>\$ 8,092.88</u> |
| <u>Cash Outflows</u> | | |
| Aroaki Fees | -\$ 3,450.00 | -\$ 2,650.00 |
| Paddler Registration | -\$ 675.00 | -\$ 550.00 |
| National Fees | \$ - | \$ - |
| Life Jackets | -\$ 2,301.48 | \$ - |
| Cox Box Speaker System | -\$ 2,583.89 | \$ - |
| Polo Shirts | -\$ 1,408.75 | \$ - |
| Team Apparel Logo | -\$ 345.00 | \$ - |
| Race Shirts | \$ - | -\$ 2,006.75 |
| Depreciation | \$ - | -\$ 2,635.88 |
| Other Expenses (Note 1) | -\$ 351.82 | -\$ 182.02 |
| <u>Total Cash Outflows</u> | <u>-\$ 11,115.94</u> | <u>-\$ 8,024.65</u> |
| <u>Net Cash Flows</u> | <u>-\$ 1,649.33</u> | <u>\$ 68.23</u> |

Note 1

| | | |
|---------------------|-------------------|-------------------|
| Aoraki Awards | -\$ 20.00 | \$ - |
| AGM Catering | -\$ 79.82 | \$ - |
| Trophie Engraving | -\$ 125.00 | -\$ 40.40 |
| Carnival Stall Hire | -\$ 40.00 | \$ - |
| Team Barbeque | -\$ 82.00 | \$ - |
| Website Domain Name | \$ - | -\$ 126.62 |
| Debit Card Fees | -\$ 5.00 | -\$ 15.00 |
| Admin Materials | \$ - | \$ - |
| <u>Total</u> | <u>-\$ 351.82</u> | <u>-\$ 182.02</u> |

Note 2

| | | |
|------------------|------------------|------------------|
| Fairly Pies | \$ 953.75 | \$ - |
| Verkerks | \$ - | \$ 50.00 |
| Spiccraft | \$ - | \$ 38.45 |
| Kaiapoi Carnival | \$ - | \$ 319.43 |
| <u>Total</u> | <u>\$ 953.75</u> | <u>\$ 407.88</u> |

Note 3

| | | | |
|------------------------------|--------------------|--------------------|--|
| Kiwi Gaming (Speaker System) | \$ 2,246.86 | \$ - | |
| Pub Charities (Life Jackets) | \$ 2,301.00 | \$ - | |
| Kiwi Gaming (Season Fees) | \$ - | \$ 2,000.00 | |
| TAB NZ (Race Shirts) | \$ - | \$ 1,745.00 | |
| Total | <u>\$ 4,547.86</u> | <u>\$ 3,745.00</u> | |

Note 4

| | | | |
|--------------|--|---------------------|--|
| Unifroms | | -\$ 1,072.00 | |
| Life Jackets | | -\$ 995.74 | |
| Race Shirts | | \$ - | |
| Cox Box | | -\$ 258.39 | |
| Gazebo | | -\$ 39.75 | |
| Marque | | -\$ 270.00 | |
| Trophies | | \$ - | |
| | | <u>-\$ 2,635.88</u> | |



Northern Phoenix Paddling Club Inc.
Depreciation Schedule
April 30th 2023

| <u>Assets</u> | DV Rate % | Original Value | Last Years Value | Sale | Current Value | Depreciation |
|---------------|-----------|--------------------|--------------------|------------|--------------------|---------------------|
| Unifroms | 67% | \$ 1,600.00 | \$ 1,600.00 | \$ - | \$ 528.00 | -\$ 1,072.00 |
| Life Jackets | 50% | \$ 2,301.48 | \$ 2,301.48 | -\$ 310.00 | \$ 1,305.74 | -\$ 995.74 |
| Race Shirts | 67% | \$ 2,006.75 | \$ - | \$ - | \$ 2,006.75 | \$ - |
| Cox Box | 10% | \$ 2,583.89 | \$ 2,583.89 | \$ - | \$ 2,325.50 | -\$ 258.39 |
| Gazebo | 25% | \$ 159.00 | \$ 159.00 | \$ - | \$ 119.25 | -\$ 39.75 |
| Marque | 100% | \$ 270.00 | \$ 270.00 | \$ - | \$ - | -\$ 270.00 |
| Trophies | 0% | \$ 130.00 | \$ 130.00 | \$ - | \$ 130.00 | \$ - |
| <u>Total</u> | | <u>\$ 9,051.12</u> | <u>\$ 7,044.37</u> | | <u>\$ 6,415.24</u> | <u>-\$ 2,635.88</u> |



[Handwritten signature]

Free Shipping* | Fast Delivery | 30 Day Returns Guaranteed [See Exclusions](#)

Home | All Cameras | HERO10 Black

GoPro Subscriber? [Login](#) to get your discount.



HERO10 Black

★★★★★ 2365

HERO10 Black **NZ\$499.99**

GoPro Subscriber? [Login](#) to get your discount.

GET 50% OFF YOUR FIRST YEAR

Add 1-Year GoPro Subscription

Join 2+ million Subscribers with unlimited cloud storage, damaged camera replacement, up to 50% off mounts + accessories and more. Renews yearly at NZ\$79.99. [Learn More](#)

NZ\$39.99 ~~NZ\$79.99~~

GoPro subscriber? [Login](#)

ADD TO CART

Free Shipping on orders over NZ\$219.99¹
Est. Delivery by Wednesday, 29 Nov to [8011](#)

¹[Exclusions and Returns](#)

Kia ora, welcome to our new website! [Check out what's changed](#)

JB HI-FI

- Stores
- Wish List
- Account
- Cart

[Products](#) [Brands](#) [Deals & Catalogues](#) [Black Friday Madness!](#) [Clearance](#) [Services](#) [Gift Cards](#)

Home > Cameras > Video cameras > Action video cameras > GoPro Hero10 Black

Gallery Grid



GoPro
GoPro Hero10 Black

MODEL: CHDX-101-RW SKU: 398573

\$458

Add to cart

CHECK IF IT'S AVAILABLE

Delivery **In-store**

Set delivery location

KEY FEATURES

- 5.3K 60, 4K 120, 2.7K 240
- Hypersmooth 4.0
- 10m Waterproof without case

↓ [Product overview](#)

FREQUENTLY BOUGHT TOGETHER

Help

167
Groups applying for Board Discretionary Grants 2023/2024

Name of group: Waimakariri Community Arts Council - Kaiapoi's Art on the Quay

Address: [REDACTED]

Contact person within organisation: [REDACTED]

Position within organisation: Manager

Contact phone number: [REDACTED] Email: kaiapoiartonthequay@gmail.com

Describe what the project is and what the grant funding will be used for? (Use additional pages if needed)

The gallery wishes to promote the exhibitions through Facebook but lacks the expertise to perform this task at a high level. We would like to engage the services of Jackie Saunders see invoice.
We would also like to be included in the Visitors Guide 2024 published by Visit Waimakariri. See invoice.
While there are no costs to Art on the Quay for venue, each exhibition has to be advertised and this costs money.
The only funds we receive are from sales of artworks and all of this goes on promotion in newspapers/magazines or social media when finances allow. The community gallery is a service for the arts community and the public and is free of charge.

What is the timeframe of the project/event date? Next Visitors Guide is due out soon. Facebook when func

Overall cost of project: 695 Amount requested: _____

How many people will directly benefit from this project? Hundreds.

Who are the range of people benefiting from this project? (You can tick more than one box)

- People with disabilities (mental or physical) Cultural/ethnic minorities District
 Preschool School/youth Older adults Whole community/ward

Provide estimated percentage of participants/people benefiting by community area:

Oxford-Ohoka _____% Rangiora-Ashley _____% Woodend-Sefton _____% Kaiapoi-Tuahiwi _____%

Other (please specify): Impossible to quantify

If this application is declined, will this event/project still occur? Yes No

If No, what are the consequences to the community/organisation?

Less advertising means fewer visitors to the gallery and fewer sales. The gallery pulls in many visitors from within and outside the district.
Artists do not benefit as much from exhibiting with Art on the Quay if there is little promotion.

What are the direct benefit(s) to the participants?

Public will not be exposed to the wonderful work created by artists and artists will sell less reducing the gallery's income even further.

What is the benefit(s) to your organisation?

168

Increased visitors means increased exposure for local artists, increased education and appreciation by the public and a larger audience to sell

What are the benefit(s) to the Kaiapoi-Tuahiwi community or wider district?

Is your group applying under the umbrella of another organisation (that is Charity/Trust registered)? Yes No

If yes, name of parent group: Waimakariri Community Arts Council

What is the relationship between your group and the parent group?

What other fundraising has your group undertaken towards this project/event? List any other organisations you have applied to, or intend to apply to for funding this project and the amount applied for, including applications to other Community Boards.

Have you applied to the Kaiapoi-Tuahiwi Community Board or any other Waimakariri Community Board for other project funding in the past 18 months? Yes No

If yes, please supply details:

Enclosed Financial Balance Sheet and Income & Expenditure Statement
(*compulsory – your application cannot be processed without financial statements*)

Supporting costs/quotes

Other supporting information

I am authorised to sign on behalf of the group/organisation making this application.

I declare that all details contained in this application form are true and correct to the best of my knowledge.

I accept that successful applicants will be required to report back to the Community Board by completing a simple Accountability Report.

I accept that information provided in this application may be used in an official Council report available to the public.

Please note: A signature is not required if you submit this form electronically. By entering your name in the signature box you are giving your authority to this application.

Signed:

Date: 24 Jan 2024

Visit Waimakariri - Janine Rogers

Jan 15, 2024, 3:57 PM (2 days ago)

to me

Hey Jackie,

Happy new year to you! Hope you have had a fab time over this glorious summer.

We are thrilled to be coordinating and producing the **Official Visitor Guide (OVG) for Waimakariri 2024- 2026**. Thank you for your support for the previous OVG and we look forward to marketing your business again.

We have attached a copy of your advert in the 2022 – 2024 visitor guide, which you can view on **page 13**. We look forward to hearing that you are willing to advertise again and also if you would like to make any changes.

This OVG is a great platform to showcase what is on offer in Waimakariri and we appreciate your support to promote your business and the district.

The OVG is invaluable for:

- visitors planning trips e.g cyclists coming to ride our recreational trails and looking for places to eat and stay,
- those already in the district like e.g. the visitors in the Kaiapoi NZMCA looking to explore the surrounds,
- to have on display in pertinent locations around New Zealand for people to pick up and learn more.

We distribute the OVG far and wide and with having our **Walking and Cycling Guide** incorporated in the OVG means it will be displayed in places it normally wouldn't be, exposing your business to a wider audience.

Visitors are looking for more relaxed, bespoke experiences as well as opportunities to explore via e bike. Being a destination with great recreational opportunities (including recently upgraded cycle trails), gardens, adventure attractions, golf courses, boutique and commercial accommodation places, fabulous boutique shopping and eateries that compare with the bigger city offerings, Waimakariri is ripe for the picking.

Guides like this work best with critical mass, so the more businesses coming on board the better for everyone, so to help make this happen we have kept the investment the same as it was two years ago. We had 39 advertisers then so we strive for even more this year.

Investment for two years, 25,000 brochures:

½ page \$395

Full Page \$695

For full details on where we distribute and the benefits of being involved, see attached prospectus.

If you wish to be in the Visitor Guide, please reply YES to this email and state full or 1/2 page advert.

Janine Rogers

District Promotions Manager

143 Williams St, PO Box 80, Kaiapoi 7644

027 2010 945 | janine@visitwaimakariri.co.nz

www.visitwaimakariri.co.nz and www.enterprisenorthcanterbury.co.nz

Art On The Quay**Income**

| <u>Date</u> | <u>Details</u> | <u>Sales</u> | <u>Donations</u> | <u>Interest</u> | |
|-------------|-----------------|--------------|------------------|-----------------|---------------------|
| | Opening Balance | | | | 4529.01 |
| 10-Jan-22 | John Hall | 160 | | | |
| 18-Jan | V Foster | 80 | | | |
| 21-Jan | westpac | 200 | | | |
| | WDC | 240 | | | |
| 2-Mar | M Toland | 600 | | | |
| | M Armstrong | 2500 | | | |
| | Blackie | 18 | | | |
| | Dugdale | 160 | | | |
| 31-Mar | westpac | | | 0.05 | |
| 7-Apr | Cbatchelor | 150 | | | |
| | JJ watson | 125 | | | |
| 13-Apr | Sutherland | 125 | | | |
| 27-Apr | McQueen | 125 | | | |
| 28-Apr | York | 60 | | | |
| 29-Apr | westpac | | | 0.01 | |
| 2-May | E Armstrong | 70 | | | |
| 3-May | Lack | 120 | | | |
| 4-May | J Watson | 60 | | | |
| 9-May | Blackie | 130 | | | |
| 3-Jun | Yaxley | 300 | | | |
| 7-Jun | Glenys | 149 | | | |
| 30-Jun | westpac | | | 0.03 | |
| 18-Jul | donationsbox | | 80 | | |
| 12-Aug | Wright | 405.5 | | | |
| 22-Aug | JJWatson | 336 | | | |
| 15-Sep-22 | Fraser | 350 | | | |
| 22-Sep | Taylor | 700 | | | |
| 26-Sep | Taylor | 150 | | | |
| 7-Oct | Clark | 355 | | | |
| 14-Oct | Caygill | 110 | | | |
| 17-Oct | Walker | 50 | | | |
| | Moore | 164 | | | |
| | Baker | 50 | | | |
| 18-Oct | Henderson | 85 | | | |
| | Batchelor | 60 | | | |
| | Childs | 85 | | | |
| 21-Oct-22 | Smith | 65 | | | |
| | Tanner | 50 | | | |
| 25-Oct-22 | taylor | 155 | | | |
| | White | 185 | | | |
| | Armstrong | 50 | | | |
| 27-Oct-22 | Pollock | 30 | | | |
| 31-Oct-22 | westpac | | | 0.81 | |
| 14-Nov-22 | cashsales | 80 | | | |
| 1-Dec-22 | John Hill | 350 | | | |
| | | 9237.5 | 80 | 0.9 | |
| | | | | | <i>Total Income</i> |
| | | | | | 9,318.40 |
| | | | | | 13,847.41 |

Expenses

| <u>Date</u> | <u>Details</u> | <u>Openings</u> | <u>Display Materials</u> | <u>Advertising</u> | <u>Miscellaneous Sales</u> |
|-------------|-------------------|-----------------|--------------------------|--------------------|----------------------------|
| 6-Jan | Essence | | | 224.25 | |
| 3-Feb | ArtBeat | | | 138 | |
| | Turkey Beach | | | | 624 |
| 10-Feb | Motivation Design | | 57.5 | | |
| 24-Feb | Jackie | 25 | 51.33 | | |
| 2-Mar | Nigel Wilson | | | | 2000 |
| 9-Mar | Motivation Design | | 57.5 | | |
| | Mark Larsen | | | | 480 |
| 24-Mar | ArtBeat | | | 138 | |
| 14-Apr | Emma Timmis | | | | 554 |
| 21-Apr | Motivation Design | | 57.5 | | |

| | | | | | |
|---|------|--------|---------|--------|-----------------------|
| 4-May Caroline Blackie | | | | 160 | |
| 9-May Alan Raine | | | | 80 | |
| 10-May Motivation Design Joan Whillans | 57.5 | | | 96 | |
| 8-Jun ENC | | 454.25 | | | |
| 13-Jun Russ Campbell | | | | 360 | |
| 5-Jul Motivation Design Art Beat | 57.5 | | 172.5 | | |
| 19-Jul Motivation Design | 57.5 | | | | |
| 22-Aug Rachel Hirabayashi Lynne Wilson | | | | 336 | |
| 24-Aug Art Beat Art Beat | | 212.75 | | 312 | |
| 2-Sep Arts Canterbury | | | 135 | | |
| 23-Sep Nemesh Motivation Design | | | | 840 | |
| 7-Oct Nemesh | 57.5 | | | 150 | |
| 1-Nov Rangiora Pottery Group | | | | 1275.2 | |
| 3-Nov Motivation Design | 57.5 | | | | |
| 14-Nov Rangiora Pottery Group | | | | 64 | |
| 23-Nov ArtBeat | | 212.75 | | | |
| 30-Nov ArtBeat John Hill | | 212.75 | | 98.75 | |
| 5-Dec Soled | 57.5 | | | | |
| 22-Dec John Hill | | | | 192.5 | |
| | 25 | 568.83 | 2072.75 | 0 | 7622.45 |
| | | | | | <i>Total Expenses</i> |
| | | | | | Balance |
| | | | | | 10289.03 |
| | | | | | 3,558.38 |



Invoice

INV-091**30/01/2024****Art On The Quay - Attention Jackie Watson**

RUATANIWHA, KAIAPOI CIVIC CENTRE

176 WILLIAMS STREET

KAIAPOI

Items

To consultation, design and support of branded marketing templates for social and print media placements.

Objective: To implement a recognisable, cohesive look to increase community awareness and participation with Art On The Quay.

To consultation, design and support of a digital strategy to focus on reach, audience growth and community engagement.

Objective: To increase gallery visitors and sales of artwork exhibits.

Total including GST**\$300.00****Jackie Saunders - Digital Strategy & Design Services**

39 Smiths Road

Leithfield

0274 512 200

Bank Account 38-9023-0092244-00

Email info@jackiesaunders.co.nz

Spreadsheet Showing Kaiapoi-Tuahiwi Community Board Discretionary Grant
for the 2022/2023 Financial Year

| | Meeting considered | Group | Project | Accountability Received | Amount Requested | Amount Granted | Running Balance |
|---|---------------------------------|---|---|-------------------------|------------------|----------------|-----------------|
| Kaiapoi-Tuahiwi Community Board 10.136.100.2410 | | | 2022/23= \$5,270 = carry forwards \$2,627 Total \$7,897 | | | | \$ 7,897.00 |
| | 18-Jul-22 | St Patricks School PTA | Game Lines | 18.8.23 | \$500 | \$500 | \$ 7,397.00 |
| | 18-Jul-22 | Kaiapoi Toy Library | Cultural and sensory toys | 28.09.2023 | \$500 | \$500 | \$ 6,897.00 |
| | 15-Aug | Reflections | Waimakariri Light Party | 15.12.22 | \$588 | \$588 | \$ 6,309.00 |
| | 15-Aug | Clarkville Playcentre | Fruit Trees and vegetable plants | 8-Dec-22 | \$500 | \$250 | \$ 6,059.00 |
| | 21-Nov | Cure Boating Club | Wood stain for floors, egress ramp and stairs | | \$500 | \$500 | \$ 5,559.00 |
| | 20-Feb | North Canterbury Pride | Picnic in the Park | | \$275 | \$300 | \$ 5,259.00 |
| | 20-Feb | Clarkville Playcentre | First Aid Courses | 13.06.2023 | \$387 | \$387 | \$ 4,872.00 |
| | 20-Mar | Kaiapoi Rugby Football Club | Replace broken cabinet | 19.09.2023 | \$500 | \$500 | \$ 4,372.00 |
| | 20-Mar | Kaiapoi Community Gardens | Signage | 23.08.2023 | \$240 | \$240 | \$ 4,132.00 |
| | 20-Mar | WITHDRAWN All Together Kaiapoi | Subscription for software | | | | \$ 4,132.00 |
| 20-Mar | Relay for Life event | Costs of hosting | 7.06.23 | \$250 | \$500 | \$ 3,632.00 | |
| 17-Apr | R13 Youth Development Trust | Replacement sports equipment, new kitchen equipment and a new printer | 1.09.2023 | \$500 | \$500 | \$ 3,132.00 | |
| 17-Apr | North Canterbury Adventure Club | Purchase an inflatable shade tent and electric pump | | \$825 | Declined | \$ 3,132.00 | |
| 17-Apr | It Takes A Village Hub | To purchase fabric and elastic | | \$500 | \$500 | \$ 2,632.00 | |
| 16-Jun | All Together Kaiapoi | Advertising Matariki in Kaiapoi | 19.06.2023 | \$500 | \$500 | \$ 2,132.00 | |
| 19-Jun | All Stars Marching | Annual camp | | \$500 | \$500 | \$ 1,632.00 | |

Spreadsheet Showing Kaiapoi-Tuahiwi Community Board Discretionary Grant for the 2023/2024 Financial Year

| Meeting considered | Group | Project | Accountability Received | Amount Requested | Amount Granted | Running Balance |
|--------------------|--|---|-------------------------|------------------|----------------|-----------------|
| | | 2023/24 = \$0,390 = carry forwards \$1,632 = Returned funds \$500 | | | | \$ 7,522.00 |
| 17-Jul | Coastguard North Canterbury | towards upgrading the swift water rescue vessel | | \$500 | \$750 | \$ 6,772.00 |
| 21-Aug | Waimakariri Access Group | Towards running an Inclusive Sports Event | | \$750 | \$750 | \$ 6,022.00 |
| 21-Aug | Community Wellbeing North Canterbury Trust | towards an 0800 number | | \$600 | \$600 | \$ 5,422.00 |
| October | Pines Kairaki Beaches Association | Towards hosing a Christmas event | 31-Jan-24 | \$515 | \$515 | \$ 4,907.00 |
| 20-Nov | St Patick's School | towards a bike and scooter track | Declined | \$500 | \$0 | \$ 4,907.00 |
| 20-Nov | Community Watch Kaiapoi Inc | towards a AED | | \$750 | \$750 | \$ 4,157.00 |
| 11-Dec | North Canterbury Pony Club | Towards first aid services | | \$1,000 | \$750 | \$ 3,407.00 |
| 19-Feb | Northern Phoenix paddling club | towards go pro cameras | | \$1,667 | | |
| 19-Feb | Waimakariri Community Arts Council – Kaiapoi's Art on the Quay | towards promotion of exhibitions | | \$695 | | |

GOVERNANCE

Kaiapoi-Tuahiwi Community Board

Discretionary Grant Application

Information to assist groups with their application

The purpose of the Board discretionary grants is to assist projects that enhance community group capacity and/or increase participation in activities.

When assessing grant applications the Board considers a number of factors in its decision making. These include, but are not limited to; type of project, time frame, benefits to the community and costs being contributed. The more information you as a group can provide on the project and benefits to participants the better informed the Board is. You are welcome to include a cover letter as part of your application. The decision to grant funds is the sole discretion of the Board.

The Board cannot accept applications from individuals. All funding is paid to community-based project groups, non-profit community organisations, registered charities or incorporated societies. Council funding is publicly accountable therefore the Board needs to demonstrate to the community where funding is going and what it is being spent on. Staff cannot process your application without financial information.

The Board encourages applicants, where practically possible, to consider using local businesses or suppliers for any services or goods they require in their application. The Board acknowledges that this may result in a higher quote.

It would be helpful to the Board to receive an expense summary for projects that cost more than the grant being requested to show the areas where funds are being spent and a paragraph on what fund raising the group has undertaken towards the project, or other sources considered (ie voluntary labour, businesses for supplies).

| Examples (but not limited to) of what the Board cannot fund: | Examples (but not limited to) of what the Board can fund: |
|--|---|
| ✗ Wages | ✓ New equipment/materials |
| ✗ Debt servicing | ✓ Toys/educational aids |
| ✗ Payment for volunteers (including arrangements in kind eg petrol vouchers) | ✓ Sporting equipment |
| ✗ Stock or capital market investment | ✓ Safety equipment |
| ✗ Gambling or prize money | ✓ Costs associated with events |
| ✗ Funding of individuals (only non-profit organisations) | ✓ Community training |
| ✗ Payment of any legal expenditure or associated costs | |
| ✗ Purchase of land and buildings | |
| ✗ Activities or initiatives where the primary purpose is to promote, commercial or profit-oriented interests | |
| ✗ Payment of fines, court costs or mediation costs, IRD penalties | |

Criteria for application

- The Board supports a wide range of community activities but the application will only be considered if it is deemed of the nature listed in the table of examples of what the Board can fund (see previous page).
- Applications will only be accepted from community-based project groups, not for profit organisations, registered charities or incorporated societies.
- Applications from Funding Committees and/or similar community-based groups associated with schools will be considered provided there is proof that the activity is not funded by the Ministry of Education. However, schools themselves are not considered non-profit community-based organisations.
- Grant funding will not be allocated for events/projects that have already occurred i.e retrospectively.
- The grant funding is limited to projects primarily within the Board area or benefiting the residents of the ward.
- Grants are generally limited up to \$750 with a maximum of \$1,000 in any financial year (July to June), but a group can apply twice a year, providing it is for different projects. The Board will consider granting more than \$750 in exceptional circumstances provided that detailed reasons for exceeding the present limit are provided.
- The application should clearly state the purpose for which the money is to be used.
- The applicant should submit relevant financial information to prove they can deliver the project. Applications will only be processed once the financial information is received. The Community Board reserves the right to request additional financial information on any application if deemed necessary.
- Organisations that are predominately funded by Central Government must provide supporting evidence that the requested grant will not be spent on projects that should be funded by Central Government.
- Applicants must declare other sources from which funding has been applied for, or granted from, for the project being applied to the Kaiapoi-Tuahiwi Community Board, including information on applications to other Community Boards.
- Grant applications will be considered every month by the Kaiapoi-Tuahiwi Community Board. Applications are recommended to be received three weeks prior to Board meeting dates so they can be processed in time.
- An Accountability Form must be provided to the Council within 20 working days after the event, completion of the project or when the funds were spent outlining how the funds were applied. Relevant proof of purchase such as receipts, banks statements or invoices must be included with the Accountability Form and photos of the event or purchase is encouraged.
- Where possible Boards request permission to utilise these photos on its Facebook page, the Council website or other social media, to encourage other community groups' participation.
- In the event that funds are not spent on the project or activity applied for within 12 months of the date of the event/project, the recipient will be required to return the grant funding to the Council.
- If the activity/event for which funds have been granted does not take place or if the group does not provide the information to enable the grant to be paid within six months of approval of the grant being notified, then in both cases the application will be regarded as closed and funds released for reallocation by the Board.
- No new application will be accepted until the Board receives the Accountability Form and relevant documentation for previous funding granted.

What happens now?

Return your completed application form (with financial records and any supporting information which you believe is relevant to this application) by posting to Private Bag 1005, Rangiora 7440, New Zealand, or hand delivering to your local Service Centre, or emailing to: IM@wmk.govt.nz

What happens next?

- Your application will be processed and presented to the Board at the next appropriate meeting.
- Following the meeting a letter will be sent to notify you of the Board's decision and if successful an invoice and your organisation's bank account details will be requested.
- On receipt of this information payment will be processed to your organisation's bank account.

WAIMAKARIRI DISTRICT COUNCIL**REPORT FOR DECISION**

FILE NO and TRIM NO: GOV-26-10-06/ 240112003407

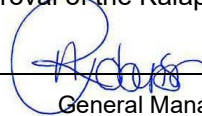
REPORT TO: KAIAPOI-TUAHIWI COMMUNITY BOARD

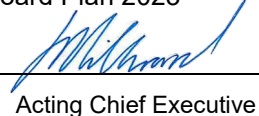
DATE OF MEETING: 19 February 2024

FROM: Kay Rabe, Governance Advisor

SUBJECT: Approval of the Kaiapoi-Tuahiwi Community Board Plan 2023

SIGNED BY:
(for Reports to Council,
Committees or Boards)


General Manager


Acting Chief Executive

1 SUMMARY

This report seeks the Kaiapoi-Tuahiwi Community Board's (the Board) approval of the Kaiapoi-Tuahiwi Community Board Plan Community Board Plan 2023 update.

Attachments:

- i. Kaiapoi-Tuahiwi Community Board Plan 2022-25 (Trim 23030803183).

2 RECOMMENDATION

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** report No. 240112003407.
- (b) **Approves** the Kaiapoi-Tuahiwi Community Board Plan 2022-25 (Trim 23030803183).
- (c) **Authorises** the Chairperson to approve the final version of the Kaiapoi-Tuahiwi Community Board Plan 2023 update, if any further minor editorial corrections are required.

3 BACKGROUND

- 3.1 A Community Board Plan (the Plan) must be compiled for each term and reviewed annually so that the Board can assess how it is progressing with its objectives, reflects the Board's current work and could include any feedback from the community.
- 3.2 The Plan for the Kaiapoi-Tuahiwi area was developed by the Kaiapoi-Tuahiwi Community Board, elected in October 2022.
- 3.3 This Plan for the Kaiapoi-Tuahiwi area was developed through reviewing the previous Board Plan during the members forum held in October 2023 and several emailed amendments and alterations.
- 3.4 The Plan will be reviewed on an annual basis to ensure the content is current and so that the Board can assess how it is progressing with its objectives and could include any feedback from the community. The Chairperson will report back to the Council annually on the Board's progress.

4 ISSUES AND OPTIONS

- 4.1 The Plan was developed with input from Board members who regularly communicate with residents, community leaders and community organisations and are, therefore, in the best position to advocate for the interest of their communities.
- 4.2 The importance of the Plan should not be underestimated, as the Plan is a vehicle by which the Board can inform the community about its purpose and performance expectations. It also ensures that the community's needs are presented to the Council in a consistent and planned manner and conveyed through Annual and Long Term Plans.
- 4.3 Furthermore, the Plan includes information on the Board's key achievements and general information about the Board's discretionary and youth development grants, landscape budget and Board meetings. It will therefore assist the community in understanding that their concerns are being heard and that they have a voice in local government decisions.
- 4.4 The Plan will also serve as a promotional document for the Board and will be freely available from public libraries, Council service centres, and the Council website.
- 4.5 The Draft Plan has been updated to include the Boards achievements during 2023 and progress on projects. The information contained in the Draft Plan regarding the Board's Discretionary Grant, the Youth Development Fund, the Board's Landscaping Budget and Board meeting dates have also been updated in line with the 2023/24 financial year's information.
- 4.6 If any further minor editorial corrections are needed, staff request that the Board resolves that the Chairperson may approve the final amended document on its behalf.
- 4.6 **Implications for Community Wellbeing**
There are implications on community wellbeing by the issues and options that are the subject matter of this report as the Board plan is a tool for informing the community on the work and progress on issues being dealt with by the Board during the term.
- 4.7 The Management Team has reviewed this report and supports the recommendations.

5. COMMUNITY VIEWS

- 5.1 **Mana Whenua**
Te Ngāi Tūāhuriri hapū are not likely to be affected by, or have an interest in the subject matter of this report.
- 5.2 **Groups and Organisations**
Community Groups and Organisations benefit positively from the projects and funding implemented by the Community Board. The Community Groups and Organisations may wish to apply for funding from the Board or lobby for the Board's support for various community projects. Also, the Plan was developed with input from Board members who communicate with local residents, community leaders and community organisations on a regular basis.
- 5.3 **Wider Community**
The wider community is not likely to be affected by or have an interest in the subject matter of this report. However, the Plan was developed with input from Board members who communicate with local residents, community leaders and community organisations on a regular basis.

6 IMPLICATIONS AND RISKS

- 6.1 **Financial Implications**
There are no financial implications of the decisions sought by this report as the servicing of Community Boards are met within Council's existing Governance Budgets.

6.2 Sustainability and Climate Change Impacts

The Plan includes information on several projects underway in the Kaiapoi-Tuahiwi area that could have sustainability and climate change impacts, such as alternative transport, planting of trees, and food security.

6.3 Risk Management

There are no risks arising from the adoption of the recommendations in this report.

6.4 Health and Safety

There are no health and safety matters arising from the adoption of the recommendations in this report.

7 **CONTEXT**

7.1 Consistency with Policy

These matters are not matters of significance in terms of the Council's Significance and Engagement Policy.

7.2 Authorising Legislation

Local Government Act 2002 Clause 52.
Delegation to Community Boards, Part 3, S-DM 1041, Issue 10, as at 25 October 2016.

7.3 Consistency with Community Outcomes

People are friendly and caring, creating a strong sense of community in our District.

There are wide-ranging opportunities for people of different ages and cultures to participate in community life and recreational activities.

7.4 Authorising Delegations

The Board is required by the Council to prepare and adopt a Community Board Plan that highlights the key issues, priorities and actions that the Board proposes to advance during the year.



Kaiapoi-Tuahiwī Community Board Community Plan 2022-2025

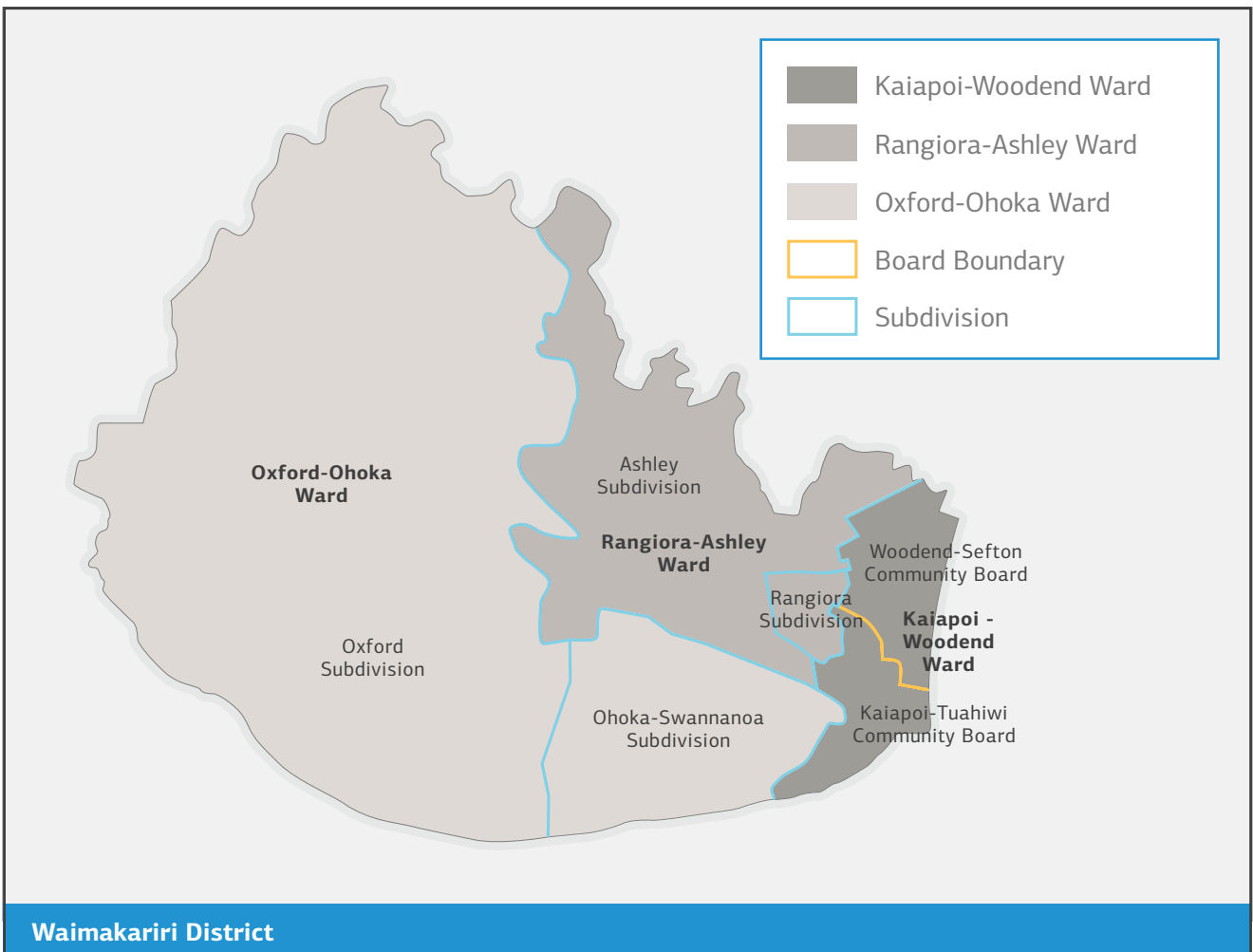




| Ward | Population |
|----------------------|---------------|
| Rangiora-Ashley Ward | 26,950 |
| Oxford-Ohoka Ward | 13,200 |
| Kaiapoi-Woodend Ward | 26,100 |
| Total | 66,250 |

| Kaiapoi-Woodend Ward | Population |
|---------------------------|---------------|
| Woodend-Sefton Community | 10,200 |
| Kaiapoi-Tuahiwi Community | 15,900 |
| Total | 26,100 |

*Estimated resident population as at 30 June 2021



Chairperson's Message

Dear Residents

A range of community groups have made presentations to the Board during 2023 on a variety of topics. In most cases, if not all, the Board was able to approve their requests and as a result, Pines Beach playground was relocated to a more appropriate site. Disc Golf enthusiasts will soon be able to play at Kaiapoi Domain, once the Club has been established and required funding raised. Rugby posts were erected in Ryder Park at the request of teenagers in the area. Two schools were encouraged by the outcomes of their discussions with the Board to find a solution for traffic safety issues.

The Board encourages local groups to seek funding for their projects from the Board's discretionary Grant fund and applications are considered on their merits.

The collaboration between Te Kohaka o Tuhaitara Trust and the Board has produced positive outcomes for the area which includes ensuring the cycle and walking trails at the beaches are kept in good condition and the establishment of the Huria Kai reserve in Courtney Downs, which will attract more visitors to the town. This has brought good spending power for retail businesses and hospitality. The motorhome park has also impacted positively on visitor numbers, however, in spite of this, it is disappointing to see retail premises closed, especially on the southern stretch of Williams Street. Efforts must be made to attract more retail to Kaiapoi.

The design for the northern town entrance was selected with the weaker economic climate in mind but it will still provide a more welcoming entrance for commuters and visitors. The untidy state of the three motorway bridges has long been a matter of concern and a meeting with Waka Kotahi was organised to tackle this issue and improve the level of service, however as at the time of writing no action has been visible.

Always mindful of increased costs, the Board approved a tidy up instead of the planned refurbishment of Patchina's Walkway (giraffe square). The Board also approved the old anchor and the refurbished "boat" seats, originally sited on the stopbanks, to be relocated to this site.

A new speed management plan was considered, however after much discussion and a change in government no changes were supported except for outside schools to improve safety. Improved road design outside Kaiapoi High School was also approved by the Board to improve the safety of pupils.

The Board welcomed the decision of the Croquet Club to move to the Community Hub with the new greens being ready for play in early 2024.

The heritage signage project has been completed, with the well designed signboards making an impressive addition for visitors to the town centre with information highlighting the town's history through its significant buildings.

Kaiapoi is growing at a fast rate with large housing developments occurring on both the eastern and western sides of the town and while the community is changing, the Board feels connected to all groups and welcomes suggestions from the community on ways to improve their spaces.

Development of the riverbank as a focal point for the town, with its attractive greenspace and working river as well as hospitality centre, was given a boost with the shifting of the old Railway Station, (now the home of Paris for the Weekend) closer to the riverbank.

The Board is grateful to local developer Jedd Pearce for his commitment to the town and especially to rescuing the few remaining heritage buildings.

The riverbank is a huge drawcard for visitors and the Board's long held dream of utilising the river as the heart of the town centre has been a major outcome of the last decade, for which they can be very proud.

Kind regards




Jackie Watson
Chairperson

Kaiapoi-Tuahiwi Community Board

About the Kaiapoi-Tuahiw Community Board

The Waimakariri District is divided into three wards with the Kaiapoi-Tuahiw Community Board representing the southern end of the Kaiapoi-Woodend ward, including the communities of Kaiapoi, Clarkville, Tuahiw and the Pines and Kairaki Beaches.

The Kaiapoi-Tuahiw community area has a great mix of properties and people, ranging from urban settlements to lifestyle blocks to beaches in the east. The population of the Board's community area is estimated to be 15,650.

The focus of economic activities within the community area is: residential accommodation, commercial businesses, light industry and tourism.

What is a Community Board?

The Local Government Act (2002), states that the role of a Community Board is to represent and advocate for the interests of its community. The Waimakariri District is currently divided into three wards, and the Kaiapoi-Tuahiw Community Board provides feedback, leadership and support to residents within the southern part of the Kaiapoi Woodend Ward.

The Kaiapoi-Tuahiw Community Board is comprised of five elected members, plus two appointed Councillors of the Waimakariri District Council, giving a total of seven members. The Board has invited the other two Ward Councillors to participate in Board discussions but they do not have voting rights.

The Community Board is not the Council nor is it a committee of the Council. The Board works collectively with the Council to achieve community goals. The Board is also responsible for any areas delegated to it by the Council.

How does the Community Board do this?

- Taking an overview of the Council's services and projects affecting the area including water supply, sewerage, stormwater drainage, parks, recreational facilities, community activities and roading and traffic management projects
- Engaging with residents, community organisations and groups in developing local solutions and keeping you informed by using a variety of means, and being visible and accessible

- By encouraging community participation in local Board and Council decision-making
- Advocating to the Council on key issues and priorities for the community area, especially through the Annual and Long Term Plan processes
- Providing grants to community groups and organisations
- Working collaboratively with other Community Boards to promote an understanding for the work being done in the District as a whole
- Maintaining positive working relationships with key Council staff and management
- Actively participating in Council business, including the annual budget to ensure equitable spending across the District while being mindful of rates affordability.

If you are a resident or part of a local community group who wishes to raise any concerns or issues, please do not hesitate to contact a member of the Board for advice and help.

For contact details see pages 7-8

or visit: waimakariri.govt.nz/your-council/council-boards-and-committees/kaiapoi-tuahiw-community-board

Performance Expectations 2022-2025

The Kaiapoi-Tuahiwi Community Board aims to meet the needs of our diverse community through:

- Engaging with individuals, groups, other Boards, and the Council to provide the best outcome for the Kaiapoi-Tuahiwi community and the District as a whole
- Engaging and interacting with younger generations by seeking their views and feedback on important issues in the ward
- Engage with local schools, the Youth Council, community and advisory groups and offer encouragement for their projects and provide assistance where practical
- Developing closer links and relationships with key settlements and groups in the Kaiapoi-Tuahiwi Ward, as well as with significant District-wide organisations
- Developing strategies for the Board to become an effective, cohesive voice in representing the community viewpoint at meetings and policy hearings
- Developing and promoting the Community Board as a vehicle for local residents to seek assistance and advocacy in accessing Council services and consultation processes
- Maintaining positive working relationships with key Council staff and management
- Actively participating in Council business and the annual budget process to ensure equitable spending across the District whilst being mindful of rates affordability
- Support the Council's Local Economic Development Strategy to encourage business growth across the community area
- Continue to advocate for the protection and enhancement of waterways and wetlands for recreational purposes
- Advocating for balanced growth that enhances and protects the character of the communities' recreational, opportunities, liveability and employment
- Working closely with each community to identify and encourage attractive streetscapes which enhance the visual profile of that community
- Advocate for community concerns regarding safer roads and cycleways
- Lobbying for improved infrastructure for modern technology i.e. recharging stations, better Internet, etc.



Kaiapoi River

What's happening now and looking forward?

There are a number of projects underway in the Kaiapoi-Tuahiwi Community area, this section outlines those projects.

Askeaton Reserve

(The Kaiapoi Marine Precinct) Environment Canterbury has informed the Council that a resource consent will be required for the wetland. In the interim a workshop with further options will be scheduled with the Board in the autumn of 2024.

General landscaping budget

Greenspace staff have been working with the Board to allocate their General Landscape Budget to various projects around the District. Over the last year the Board have allocated funds towards developing the town entrances into Kaiapoi, landscaping features in Patchina's Walkway and Rugby Posts at Ryder Park.

Playground replacements

NCF Park and Currie Park playgrounds are currently due for replacement in the near future. The Board has been working with Greenspace staff to identify opportunities to ensure that resources are used to best meet the needs of the surrounding residents. Staff are currently working on designs for both of these play spaces and will be undertaking consultation with the community regarding proposed designs this year.

Patchina's walkway

This is the land connecting Williams Street and the library carpark. The Board and staff have been working to enhance this area which includes Patchina the giraffe. The Board has established a working group to ensure this area is kept tidy and seats that were removed along the stopbanks will be installed in this space as will the old anchor. These initiatives should be achieved in the early part of 2024.



Playground updates

Town entrances

The Board have been working with Greenspace Staff to redesign the entrances into Kaiapoi with workshops held with the Board in 2023 investigating options for the improvement of specifically the southern entrance on Main North Road.

The Board recently signed off on the replacement of the Welcome to Kaiapoi sign at this entrance and authorised the planting of more trees to create an avenue effect. This work will be carried out during the first part of 2024. The other entrances will be upgraded in the following years as funding becomes available.



The Kaiapoi Marine Precinct

Kaiapoi River Rehabilitation

The Board will continue to support the work being done on the rehabilitation of the Kaiapoi River as part of the Kaiapoi River Rehabilitation Work Programme.

Understanding the dynamics of the river estuary environment and the effects that increased salination is having on the environment will remain a key focus area for the Board. It is important to improve water quality, encourage terrestrial planting along the riparian edge of the river with native species, and monitor inanga spawning area migration and plan for provision of a suitable spawning habitat, amenity and recreation in the Kaiapoi River.

The Work Programme is also supported by the Ngāi Tūāhuriri Rūnanga, the Council, Environment Canterbury and the Waimakariri Water Zone Committee.

Supporting Community Groups

The Board will continue to support and advocate for community groups within the Board's area and through the use of its discretionary funds the Board will continue to support a wide range of local community groups and events.

Community Hub Development

The Kaiapoi Community Hub – Good progress has been made on the establishment of the Kaiapoi Community Hub, the contract for the construction of the carpark and croquet lawns, was awarded in September 2023.



Community Hub Development

The main construction components will be completed during February with the lawn growing period occurring through February and early autumn.

Once the croquet lawns are ready for use and the Croquet Club have constructed their storage shed the club will confirm plans to formally move their activities to the new site. Satisfy Food Rescue, the Kaiapoi Menz Shed and Youth Development Opportunities Trust (YDOT) are all in the planning stages for establishing their facilities on site and are working with Council staff to get leases in place.

Huria Reserve - Heritage and Mahinga Kai Development

The Heritage and Mahinga Kai (HMK) project covers nearly eight hectares of land within Huria reserve, Kaiapoi. It recognises the significant cultural values for Te Ngāi Tūāhuriri Rūnanga. Mahinga Kai describes the food and natural resources that mana whenua gather in their takiwā (area), and the practices they use. The area will provide for social and cultural activities, and include walking historic trails and native forest planting.

The forest is a regeneration project to restore the land to its original environment. The Council has taken a unique approach to deliver HMK by partnering with the Rūnanga, by leasing the site to Te Kōhaka o Tūhaitara Trust (TKoT), which is an organisation containing representatives from the Rūnanga, Council and the community to create a co-governance model. This partnership ensures that HMK will be a unique space in our District and a template for others to follow.

To date there have been five community planting days and 1,300 native species have been planted. Stages 1 and 2 of pathways and boardwalks have been completed and the reserve is now open for the public to freely walk through and enjoy the reserve. The overall Master Plan has now been developed and approved by the Trust.

Next stage will be to construct the reserve entrances works in early 2024, and next Autumn and Spring planting. Community Hub Development

Murphy Park & Rowing Precinct

The Board are supportive of the current projects to develop and improve the rowing precinct at Murphy Park in conjunction with the clubs and the public that use this area. Improvements to the wider Murphy Park area including riverside linkages and walkways are being considered. Staff are still in the planning stages of these improvements and currently working with the river user groups to understand functional needs.



Huria Mahinga Kai Planting Day

Saturday 9 September | 10am - 12pm
NCF Park, Courtenay Drive - parking off Bowler Street.

Come down and help us plant some lovely native plants including haraheke, hoheria and kanuka.

We plan to have a coffee cart on site for a free hot drink and you can grab a free sausage from the BBQ.

A Heritage and Mahinga Kai project



Waimakariri District Council



Te Ngāi Tūāhuriri Rūnanga



WAIMAKARIRI DISTRICT COUNCIL

Huria Reserve Mahinga Kai Planting Day advert

Advocating on behalf of the Community

- **District Plan 2021** - The Board made a submission during the recent public consultation on the District Plan and will continue to support, contribute to and monitor the progress of the Plan.
- **Submissions – Annual Plan** - The Board will continue to work with the Council and submit on draft Annual Plans.
- The Board submitted on the key issues outlined in the consultation documents on both Environment Canterbury and the Council's Draft Annual Plans. The Board also successfully submitted on Plan Change 31 ensuring the communities viewpoints were presented during the Hearing.

- **Discretionary Grants** - Continued to support a wide range of local community groups through the Board's discretionary funding grants.
- **Youth Development Grant** - Continued to support Waimakariri Youth Development Grant which is aimed at young people living in the District aged between 12 and 24 years.

Possible upcoming projects

Williams Street Bridge Upgrade

The Williams Street Bridge in the Kaiapoi town centre was noted as being due for repainting in 2020. Prior to completing this work staff wanted to consider options to upgrade the balustrades to comply with Building Code F4 'Safety from Falling' height requirements and to add feature lighting strips along the balustrade (beneath the top rail), given that the balustrades were viewed as being in a tired condition.

A total of ten balustrade upgrade options were presented to Council and the Community Board across March 2021 and March 2022. Both the Board and Council signalled a preference for the option which retains the existing vertical concrete pillars and lamp posts but replaces the concrete balustrades with stainless steel in-fill panels. The steel panels could incorporate cut out design motifs designed by a suitably qualified artist representing some aspect of Kaiapoi's unique history, culture, character and people.

No official budget has been assigned to this project; although the current LTP does include \$50,000 towards 'painting the bridge' and \$125,000 towards 'town centre amenity features and lighting' improvements which could be assigned to this project. However the Board is hopeful that significant progress will be made on this iconic project in the near future.

Disc Golf

Following community consultation, the Kaiapoi Tuahiwi Community Board approved the proposals to create a disc golf course at Kaiapoi Domain. This is a community lead project which is planned to be funded through community fundraising.

The group are now working to establish and begin fundraising to see this idea come into reality in the reserve.

Relocation of Historic Railway Station

Recently the historic Railway station was relocated

to enable Paris for the Weekend café to utilise the view of the river and create an outside seating area. This will likely prove popular during the summer months and be a great addition to the town.



The scow Success at an earlier stage in its life

Alwin G Heritage Trust

Following approval from the Board to temporarily store the historic scow "Success" at the Corcoran Reserve at 73 Charles Street, the Success is now in place and the Trust hopes to begin restoration once funding has been sourced.

Greenspace Staff are now working to undertake community engagement in early February to establish the community's views on the proposed location before a permanent location is approved for this project. Once restored, it is envisioned that the Success could be used as a tourist attraction taking visitors down the river. The scow Success at an earlier stage in its life

Car and Boat Trailer Parking

The Board is currently working with staff to identify a suitable space near the Coastguard launch site for a boat trailer parking area to enable avid boaties peace of mind while on the water.

Kaiapoi Food Forest

The Trust which manages this initiative have applied for approval for an education shelter and toilet to be installed on site. This will be a self funded initiative with no cost to the Council but which will improve the Food Forest experience for all those who visit.

| Kaiapoi-Tuahiwi Community Board members | | |
|---|---|---|
| Member and contact details | | Responsibility and representation on outside organisations |
|  | <p>Jackie Watson Chairperson</p> <p>Mobile: 022 350 9547 Email: jackie.watson@wmk.govt.nz</p> | <ul style="list-style-type: none"> • Waimakariri Arts Trust • Waimakariri Public Arts Trust • Pines-Kairaki Beach Association • Northern Pegasus Bay Advisory Group • All Together Kaiapoi |
|  | <p>Sandra Stewart Deputy Chairperson</p> <p>Mobile: 027 668 8583 Email: sandra.stewart@wmk.govt.nz</p> | <ul style="list-style-type: none"> • GreyPower North Canterbury • Kaiapoi Promotions Association • Heritage and Mahinga Kai Joint Working Group • Silverstream Advisory Group |
|  | <p>Tim Bartle</p> <p>Mobile: 021 477 449 Email: tim.bartle@wmk.govt.nz</p> | <ul style="list-style-type: none"> • North Canterbury Neighbourhood Support • Waimakariri Health Advisory Group • Clarkville Rural Drainage Advisory Group • Central Rural Drainage Advisory Group • Coastal Rural Drainage Advisory Group |
|  | <p>Tracey Blair</p> <p>Mobile: 027 685 8667 Email: tracey.blair@wmk.govt.nz</p> | <ul style="list-style-type: none"> • Waimakariri Access Group • Darnley Club |
|  | <p>Russell Keetley</p> <p>Mobile: 0210 894 9646 Email: russell.keetley@wmk.govt.nz</p> | <ul style="list-style-type: none"> • Kaiapoi and Districts Historical Society • Kaiapoi Landmarks Team |

| Kaiapoi-Tuahiwi Community Board members | |
|--|---|
| Member and contact details | Responsibility and representation on outside organisations |
|  <p>Cr Neville Atkinson JP Mobile: 021 558 037 Email: neville.atkinson@wmk.govt.nz</p> | <ul style="list-style-type: none"> • Deputy Mayor • Waimakariri Passchendaele Advisory Group • Kaiapoi Marine Precinct Bookings Advisory Group • Northern Bulldogs |
|  <p>Cr Al Blackie JP QSM Mobile: 027 327 6761 Email: al.blackie@wmk.govt.nz</p> | <ul style="list-style-type: none"> • Creative Communities NZ Assessment Committee • Waimakariri Community Arts Council • Waimakariri Art Collection Trust • Kaiapoi Marine Precinct Bookings Advisory Group • Northern Pegasus Bay Advisory Group • Clarkville Rural Drainage Advisory Group • Coastal Rural Drainage Advisory Group |

Other Kaiapoi-Woodend Ward Councillors

The Kaiapoi-Woodend Ward has a total of four Councillors elected to represent it on the Council. Two Councillors, N Atkinson and A Blackie, have been appointed by the Council to the Kaiapoi-Tuahiwi Community Board. Councillors B Cairns and P Redmond have been appointed to the Woodend-Sefton Community Board.

The Kaiapoi-Tuahiwi Community Board has chosen to have all four Councillors sitting at the Board table to contribute to debate and discussion. However, only Councillors Atkinson and Blackie (as the appointed Councillors) have voting rights at the Kaiapoi-Tuahiwi Community Board.

| Member and contact details | Responsibility and representation on outside organisations |
|--|---|
|  <p>Brent Cairns Mobile: 027 222 4767 Email: brent.cairns@wmk.govt.nz</p> | <ul style="list-style-type: none"> • Waimakariri Access Group • North Canterbury Museums' Group • Kaiapoi Promotion Association |
|  <p>Cr Philip Redmond QSM Mobile: 027 439 5515 Email: philip.redmond@wmk.govt.nz</p> | <ul style="list-style-type: none"> • Southbrook Road Improvements Working Group • Southbrook Road Reference Group • Southbrook School Travel Plan Working Group • Waimakariri Health Advisory Group • Walking and Cycling Reference Group • Ashley River Rating Committee |

Kaiapoi-Tuahiwi Community Board Discretionary Grant

Each financial year (July to June) the Kaiapoi-Tuahiwi Community Board is allocated funds to distribute, by application, to community-based organisations within their community area.

For the 2023/24 financial year (July–June) the Kaiapoi-Tuahiwi Community Board has \$5,559 available for grants to non-profit community based organisations.

Applications will only be accepted from non-profit community-based organisations, registered charities or incorporated societies.

- The group should have strong links with the community area of Kaiapoi-Tuahiwi
- Grant funding is limited to projects within the Board area or primarily benefiting the residents of the Kaiapoi-Tuahiwi area
- The applicants should clearly state the purpose for which the money is to be used
- Money should primarily be used for capital or improvement works, for enhancement of the group, or towards the purposes of the group, including events involving community participation
- The applicant should submit a balance sheet which shows their current financial assets and liabilities. Applications cannot be processed until financial information is received
- Where possible or feasible applicants must declare other sources from which funding has been applied for, or granted from, for the project being applied to the Kaiapoi-Tuahiwi Community Board
- Organisations that are predominately funded by Central Government must provide supporting evidence that the requested grant will not be spent on projects that should be funded by Central Government funding
- Grant applications will be considered at each meeting by the Kaiapoi-Tuahiwi Community Board

- Generally funding grants will be a maximum of \$500 in any one financial year (July to June), but the group can apply up to twice in that year, providing it is for different projects
- Examples of what is not funded are available on the application documents. Debt and wages are not funded.

Application process

Application forms can be picked up at any of the Council's Service Centres. Alternatively an application form can be printed, downloaded or completed online from the Council's website: www.waimakariri.govt.nz/council/funding-and-grants/board-grants-and-funding

The completed application should be posted to:

Governance Team

C/- Waimakariri District Council,
Private Bag 1005, Rangiora 7440

Or emailed to: com.board@wmk.govt.nz

Or dropped in to your local Council service centre (see back page for details).



Waitangi Day Celebration - All Together Kaiapoi

Kaiapoi-Tuahiwi Community Board Grants 2023-24

| Date | Group | Project | Amount |
|----------|--------------------------------------|--|--------|
| July | Coastguard North Canterbury | Towards upgrading the swift water rescue vessel | \$750 |
| August | Waimakariri Access Group | Towards the holding of an inclusive Sports event | \$750 |
| August | Community Wellbeing North Canterbury | Towards an 0800 number | \$600 |
| October | Pines Kairaki Beaches Association | Towards hosing a Christmas event | \$515 |
| November | Community Watch Kaiapoi Inc | Towards AED maintenance | \$750 |
| December | North Canterbury Pony Club | Towards first aid services | \$750 |



© podium.photography

Waimakariri Access Group - Inclusive Sports

Waimakariri Youth Development Grant

Purpose of the grant

In 2018 the Waimakariri Community Boards established the Waimakariri Youth Development Grant to support one or more young people seeking:

- To enhance young people's skills and strengths; especially self-worth, decision-making, good relationships, resilience, positive mental health, life-skills and leadership
- To provide opportunities for young people to connect positively with their community in meaningful, practical ways
- To help and benefit others.

General overview

Available to young people living in the Waimakariri District aged between 12 and 24 at the time of application. An annual grant of up to \$4,000 is available for allocation to suitable applicants in any one year. The Youth Development Grant Committee may award more than one grant up to a combined maximum of \$4,000 in a financial year (1 July 2023 to 30 June 2024).

Application process

Applications must be fully completed and supported by two references. For example, teacher, school principal, employer, faith leader, youth worker or community group leader. One reference may be permitted from a member of the applicant's wider family. The applications for the 2023/22 financial year opened at the end of September 2021 and the closing date was 11 February 2022. Information are available on the Council website at: waimakariri.govt.nz/community/funding-and-grants/youth-development-grant

Selection process

The Youth Development Grant Committee includes the four Community Board Chairs and an appointee of the Waimakariri Youth Council. The Committee is the sole decision-making body.

Short-listed applicants will be expected to present their application to the Committee in person and to answer any questions that the Committee may have. Applicants will be expected to provide an overview of their proposed project/activity to the Committee and they may choose how to do this. The Committee members will ask all applicants a series of general questions to help them make a decision.

The Council staff will work with the successful applicant to formalise an agreement on how the grant will be paid to them. This is really important as the Committee needs to be sure that the grant is spent on the project/activities the applicant has told them about and to also provide additional guidance to our youth.

Previous recipients

| Group | Project | Amount |
|------------------------------------|---|---------|
| Waimakariri Student Volunteer Army | Towards the costs of purchasing high visibility vests, work gloves, a first aid kit and on spades to do volunteer work within the community | \$1,733 |
| J Reyello, L Price and E Stokes | Towards attending the 2020 24-7 YouthWork National Training held in Wellington. | \$2,000 |
| Abby Fraser | Towards establishing a weekly Breakfast Club for young people attending Rangiora High School without breakfast. | \$4,000 |
| Lee Pockson | Towards hosting Theatresport workshops for young people. | \$1,000 |
| Ruby Wilson | Towards hosting two Leadership Breakfasts for young leaders in the Waimakariri District. | \$3,000 |

Board's General Landscaping Budget

The 2023/24 Kaiapoi-Tuahiwi Community Board General Landscaping Budget as at 1 July 2022 is \$49,490. Allocations for the 2023/24 year have still to be finalized.

The following projects are currently being undertaken:

| Current Projects | | |
|----------------------------|-------------|----------|
| Town entrance development | Pending | \$75,810 |
| Interpretive signs | In progress | \$20,000 |
| Patchina's Walkway upgrade | In progress | \$7,700 |
| Seat at BMX track | Completed | \$2,000 |
| Raymond Herber sculpture | Pending | \$10,000 |
| Passchendaele walkway | In progress | \$3,200 |



Blackwells Department Store 150 celebration sculpture

Where and when are Meetings Held?

Community Board meetings at the Kāikanui Room, Ruataniwha Kaiapoi Civic Centre, commencing at 4.00pm, on the following dates:

The next meetings are scheduled on the third Monday of the month.

The dates for 2024 are:

| |
|--------------|
| 19 February |
| 18 March |
| 15 April |
| 20 May |
| 17 June |
| 15 July |
| 19 August |
| 16 September |
| 21 October |
| 18 November |
| 9 December |



Kaiapoi Service Centre

Governance Team contact details

Phone: 0800 965 468 (0800 WMK GOV)

Email: com.board@wmk.govt.nz

Post: 215 High Street, Private Bag 1005, Rangiora 7440

The Governance Team can be contacted for assistance with:

- Arranging Deputations
- Accessing Discretionary Grant Funding
- Accessing Youth Development Funding
- Access to Community Board documentation.

Council Facilities and Contact Details



Service Centres

waimakiriri.govt.nz

Ruataniwha Kaiapoi Civic Centre

176 Williams Street, Kaiapoi

Phone: 03 375 5009

Fax: 03 327 8752

Email: kaiapoi@wmk.govt.nz

Opening hours

Monday to Friday: 9am-5pm

Rangiora Service Centre

215 High Street, Rangiora

Phone: 0800 965 468

Fax: 03 313 4432

Email: office@wmk.govt.nz

Opening hours

Monday to Friday: 8.30am-5pm

Oxford Service Centre

34 Main Street, Oxford

Phone: 03 311 9005

Fax: 03 312 4833

Email: oxford@wmk.govt.nz

Opening hours

Monday to Friday: 9am-5pm

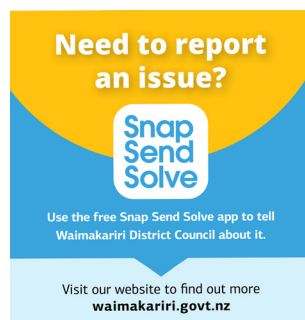
Saturday: 10am-12 noon

(Limited services on Saturday)

Snap Send Solve

You can report an issue instantly from your mobile if you spot something like a damaged footpath, litter or pothole.

Report an issue via
waimakariri.govt.nz/
snapsendsolve.com



Libraries

waimakaririlibraries.com

Kaiapoi Library

176 Williams Street, Kaiapoi

Phone: 03 375 5009

Fax: 03 327 8752

Email: library@wmk.govt.nz

Opening hours

Monday to Wednesday & Friday: 9am-5pm

Thursday: 9am-7pm

Saturday: 10am-2pm

Sunday: 1pm-4pm

Rangiora Library

Trevor Inch Memorial Library

141 Percival Street, Rangiora

Phone: 03 311 8901

Fax: 03 313 4650

Email: library@wmk.govt.nz

Opening hours

Monday to Thursday: 9am-5pm

Friday: 9am-7pm

Saturday: 10am-2pm

Sunday: 1pm-4pm

Oxford Library

34 Main Street, Oxford

Phone: 03 311 9006

Fax: 03 312 4833

Email: library@wmk.govt.nz

Opening hours

Monday to Friday: 9am-5pm

Saturday: 10am-12 noon



Aquatic Centres

waimakariri.govt.nz/aquatic-facility

Kaiapoi Aquatic Centre

9 Cass Street, Kaiapoi

Phone: 03 375 5041

Opening hours

Monday to Friday: 6am-3.30pm & 6pm-9pm

Saturday & Sunday: 7.30am-7pm

Public Holidays: 10am-7pm

Christmas Day: Closed

Dudley Park Aquatic Centre

47 Church Street, Rangiora

Phone: 03 311 8905

Opening hours

Monday to Friday: 6am-9pm

Saturday & Sunday: 7.30am-7pm

Public Holidays: 10am-7pm

Christmas Day: Closed

Oxford Community Aquatic Centre

9 Burnett Street, Oxford

Phone: 03 311 8921

Opening hours

Summer only from late November

Monday to Friday: 8.30am-6.30pm

Saturday & Sunday: 10am-7pm

Public Holidays: 10am-7pm

Christmas Day: Closed

Request a Service

The following service requests can be lodged online with the Council. The location of the request is required.

*Please contact Council directly on **0800 965 468** regarding urgent requests such as excessive noise, flooding or public toilet issues.*

Online Service requests

- Cemeteries
- Dog complaints
- Drains
- Footpaths
- Litter/rubbish
- Parks
- Public water supplies
- Roads and streets
- Rubbish/recycling collections
- Sewer
- Signs
- Trees
- Vandalism/graffiti
- Water races

go to waimakariri.govt.nz/services/online-services



Transfer Stations

Southbrook Resource Recovery Park

284 Flaxton Road, Rangiora

Phone: 03 313 5499

Resale Store: 03 313 5798

Opening hours

Monday to Sunday: 8.30am-4.30pm

Public Holidays: Closed

Oxford Transfer Station

46 High Street, Oxford

Opening hours

Friday: 12.30pm-4.30pm

Sunday: 12 noon-4.30pm

Public Holidays: Closed

Community Facilities

Kaiapoi Community Centre

24 Sewell Street, Kaiapoi

Ruataniwha Kaiapoi Civic Centre

176 Williams Street, Kaiapoi

Trousselot Park and Band Rotunda

33 Charles Street, Kaiapoi

Art and Culture

Art on the Quay

176 Williams Street, Kaiapoi

Opening hours

Monday to Wednesday & Friday: 9am-5pm

Thursday: 9am-7pm

Saturday: 10am-2pm

Sunday: 1pm-4pm

Chamber Gallery

141 Percival Street, Rangiora

Opening hours

Monday to Thursday: 9am-5pm

Friday: 9am-7pm

Saturday: 10am-2pm

Sunday: 1pm-4pm



215 High Street
Private Bag 1005
Rangiora 7440, New Zealand
Phone 0800 965 468
waimakariri.govt.nz

240131013989

22-01-2024

To the Chairperson and members **Kaiapoi-Tuahiwi Community Board**

Recently I noticed the new street name of McGarry Drive and therefore must take this opportunity to thank the Board for reinstating my Great grandfather's name back into the community.

Jacob McGarry was firstly recognised as being a founding member of the Pines Beach Association with an area off Dunns Avenue named after him and called McGarry Square, however McGarry Square was lost after the 2010 earthquakes.

After noticing the McGarry Drive, sign post off Beach Road I decided to consult your Board meeting minutes, re; 18 July 2022 to see how this came about and couldn't help notice it being questioned; *"how Jacob McGarry was connected to Kaiapoi" ?*

So from the knowledge of McGarry's grandson Tom Ayers and further research by myself McGarry's great grandson Paul Croucher I hereby attach the following.

Jacob McGarry

In 1851 at the age of 19 Jacob joined the Royal Artillery No;143, W Battery in Belfast Northern Ireland as a Gunner and sent to Pembroke Castle then he was posted to Woolwich Barracks and from there he was transferred to Malta in September 1852 and then on to Crimea in anticipation of war with Russia. He served in the Crimean war and held Medals and clasps for the battles of Alma, Inkermann, and Balaclava and was involved in the taking of Sebastopol where he was promoted to Corporal. He received a leg wound in this engagement and was nursed by Florence Nightingale.

On 25th October 1854 The Charge of the Light Brigade (600 soldiers went to battle and 56 returned) the British guns were covering the withdrawal, in turn being covered by the Turkish Infantry who broke ranks and fled when threatened by the Russians.

Jacob and two others remained behind to destroy the British guns following British advancement which possibly saved their lives from the above battle before making their escape.

They were later mentioned in dispatches by Lord Raglan and received the Sardinian Medal, this medal was only awarded to 450 selected Officers and N.C.Os by the King of Sardinia now called Italy, these were the only troops to ever receive this medal which is very rare.

From Crimea he was sent to China to the Opium wars and was in the battle of the taking of the Taku Forts, at the end of that duty the regiment returned to England and Jacob resigned from the Army in 1864.

McGarry and his wife Louisa immigrated to New Zealand in 1874 and soon after settled in Kaiapoi.

McGarry lived in Raven Quay where he raised his family and became a proponent figure within Kaiapoi while often holidaying at Pines Beach where he became instrumental in the Pines Beach Association.

At a gathering of old soldiers in Christchurch in February 1910 to mark the visit of Lord Kitchener, his Lordship remarked on Mc Garry's Sardinian Medal saying that it was a most rare medal, Lord Kitchener shook Mc Garry's hand and wished him a long healthy life.

McGarry died on the 2nd of August 1912 in Kaiapoi at the age of 80.

Louisa his wife received a letter of condolence from the then NZ Prime Minister W.F. Massey giving approval for a full military funeral with a firing party. McGarry's funeral was the last full military funeral to be held in Kaiapoi with a 21 gun salute and he is buried in the Church of England Cemetery in Vickery Street, his Grave is situated on the corner of Vickery Street and Parnham Lane. A flax tree was planted soon after his internment as a head stone which still exists today and a detailed head stone was later erected in 1984.

Jacob McGarry had 10 children and while there is only one side of his family who still bare his family name he still lives on under many other local family names such as Clarke, Blakeley, Ayers, Croucher, Jowers, Counihan, Orchard, and Wiffen.

An in depth history and the achievements of Jacob McGarry's was compiled by the late Tom Ayers and is located in the Kaiapoi Museum.

Paul Croucher JP

56 Fuller Street Kaiapoi, 7630

027 4362581

pcroucher@xtra.co.nz



Medals property of Paul Croucher

WAIMAKARIRI DISTRICT COUNCIL**MEMO**

FILE NO AND TRIM NO: BAC-03-119-01 / 240124009398
DATE: 24 January 2024
MEMO TO: Kaiapoi-Tuahiwi Community Board
FROM: Vanessa Thompson, Senior Advisor Business and Centres
SUBJECT: Kaiapoi Night Market Proposal

The purpose of this memo is to provide an update to the Kaiapoi-Tuahiwi Community Board about the Kaiapoi night market proposal.

At the Kaiapoi-Tuahiwi Community Board meeting on 20 November 2023, representatives of Market and Investments Ltd presented a proposal for a new night market in the Kaiapoi town centre. The market would occur on either a Saturday or Sunday night (with Sunday being a new addition and the preferred option) in the Kaiapoi central park-and-ride site at 66 Charles Street. Market and Investments Ltd have potentially 50 stall holders available to commit to the market. They expect a predominant activity mix of hospitality with some retail.

Kaipoi-Tuahiwi Community Board endorsed the presence of the market and the issuing of a year-long Licence to Occupy to Market and Investments Ltd with appropriate termination clause options providing approval for the activity at the proposed location and Council with the legal mechanism to protect its asset.

Staff noted that a review of the market and its activity would be completed after six months, with a report brought back to the Kaiapoi-Tuahiwi Community Board providing an update on the market's impact.

As the land at 66 Charles Street is fee simple and does not hold a reserve status, any formal approvals relating to land access need to be secured from the Council.

Commencement of the night market will be dependent on a Resource Consent being secured by Market and Investments Ltd, following any Council approval process.

Should you have any questions in relation to this memo, please don't hesitate to contact me.

Yours Sincerely,

Vanessa Thompson
Senior Advisor, Business and Centres
Strategy and Business Unit
vanessa.thompson@wmk.govt.nz
0800 965 468
027 216 6949

WAIMAKARIRI DISTRICT COUNCIL**MEMO**

FILE NO AND TRIM NO: 240213020806
DATE: 19 February 2024
MEMO TO: Kaiapoi-Tuahiwi Community Board
FROM: Ken Howat, Park and Facilities Team Leader
SUBJECT: Childrens Day Event

The purpose of this memo is to inform the Kaiapoi-Tuahiwi Community Board of a Childrens Day event scheduled for Sunday 3rd March 2024 at the Kaiapoi Domain.

Childrens Day, or Te ra o nga Tamariki, is celebrated on the first Sunday of March and involves a variety of activities and events held across the country designed to bring families together and show how important children are in our community.

The Childrens Day Fairy Garden event aims to provide a magical and creative experience for children and their families. Participants will have the opportunity to make their own fairy doors and fairy houses, which they can then attach to trees in a designated area of the domain. There are existing fairy houses in this area of the forest and care will be taken to protect the wellbeing of the trees when attaching the houses and doors to the trees. This event will encourage children to engage with our natural environment through play and encourage them to continue to visit the site in the future.

This event was initiated by a Kaiapoi mum who approached the Council with the idea of staging a fairy garden event, requesting support to make it happen. Timber materials to create the fairy doors and fairy houses have been donated by ITM Kaiapoi and the Kaiapoi Men's Shed have agreed to make houses and doors. Children will be able to decorate them at a workshop at the Kaiapoi library on 27 – 28 February 2024 from 11am-1pm and then again from 3.00pm-5.00pm. A sample of houses and doors will be available on Children's Day 3 March 2024 for children to paint too. The event will run from 12-3pm and will include some fairies with face painting, sausage sizzle and garden games.

Within the Council this initiative is being led by Niamh Donnellan, the recently appointed Play Advocate. Niamh is also supporting a number of other Children's Day activities across the district.

