Agenda

Woodend-Sefton Community Board

Tuesday 9 April 2024 5.30pm

Waikuku Beach Hall Park Terrace Waikuku Beach

Members:

Shona Powell (Chairperson)
Mark Paterson (Deputy Chairperson)
Brent Cairns
Ian Fong
Rhonda Mather
Philip Redmond
Andrew Thompson



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WOODEND-SEFTON COMMUNITY BOARD

AGENDA FOR THE MEETING OF THE WOODEND-SEFTON COMMUNITY BOARD TO BE HELD AT THE WAIKUKU BEACH HALL, PARK TERRACE, WAIKUKU BEACH ON TUESDAY 9 APRIL 2024 AT 5.30PM.

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 MINUTES
 - 3.1 <u>Minutes of the Woodend-Sefton Community Board Meeting –</u>
 13 February 2024

9 - 16

RECOMMENDATION

THAT the Woodend-Sefton Community Board:

- (a) **Confirms** the Minutes of the Woodend-Sefton Community Board Meeting held on 13 February 2024.
- 3.2 Matters Arising
- 3.3 <u>Notes of the Woodend-Sefton Community Board Workshop 11 March 2024</u>

17 - 20

RECOMMENDATION

THAT the Woodend-Sefton Community Board:

- (a) **Receives** the notes of the Woodend-Sefton Community Board Workshop held on 11 March 2024.
- 4 <u>DEPUTATIONS AND PRESENTATIONS FROM THE COMMUNITY</u>

Nil.

5 ADJOURNED BUSINESS

Nil.

6 REPORTS

6.1 <u>Waikuku Beach Surf Life Saving Club Consultation Results and License</u> to Occupy- Mike Kwant (Greenspace Community Projects Officer) and Chrissy Taylor-Claude (Parks Officer)

21 - 49

50 - 52

RECOMMENDATION

THAT the Woodend-Sefton Community Board:

- (a) Receives Report No. 240228031049.
- (b) Approves the awarding of a Licence to Occupy to the Waikuku Beach Surf Life Saving Club for the proposed storage shed and to extend the concrete pad as per the Draft License to Occupy in attachment iii, and subject to the Waikuku Beach Surf Life Saving Club attaining a building consent.
- (c) **Approves** delegation to the Property Manager to work with the Waikuku Beach Surf Life Saving Club to finalise a License to Occupy.
- (d) **Approves** the conditions within the License to Occupy which contain conditions relating to the removal and nature of the improvements due to the land classification being unformed legal road.
- (e) Notes that the License to Occupy will be based on a peppercorn rental agreement due to the community service that is being delivered by the Waikuku Beach Surf Life Saving Club. This being for a period of three years.
- (f) **Notes** that the Waikuku Beach Surf Life Saving Club have had their resource consents from Environment Canterbury and Waimakariri District Council approved.
- (g) **Notes** that the Waikuku Beach Surf Life Saving Club have put forth a building consent application.
- (h) **Notes** that this proposal is being funded entirely by the Waikuku Beach Surf Life Saving Club and the shed and concrete pad will be maintained and owned by the Waikuku Beach Surf Life Saving Club once built.
- (i) **Notes** a previous report went to the Community Board in February 2024 that approved Council staff to publicly consult on the proposed project.
- (j) **Notes** that consultation results from the community was positive with 96.4% or 27 of 28 responses in favour of the proposal.

6.2 ANZAC Day Services 2024 - Kay Rabe (Governance Advisor)

RECOMMENDATION

(a) Receives report No. 240212019930.
 (b) Appoints Board member(s).....to attend the Woodend Anzac Service to be held at 6pm on Wednesday, 24 April 2024, at the Woodend Community Centre and to lay a wreath at the War Memorial in Woodend after the service. Noting that a Council representative will also be laying a wreath.

(c) Appoints Board member(s) to attend the Sefton Domain Service to be held at 6pm on Wednesday, 24 April 2024and to lay a wreath on behalf of the community. Noting that the wreath will be laid in conjunction with a Council representative.

(d) Appoints Board member(s)...... to attend the Pegasus dawn service at the lake, to be held at 5.50am on Thursday, 25 April 2024, at Pegasus Lake to lay a wreath on behalf of the community. Noting that the wreath will be laid in conjunction with a Council representative.

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

53 - 65

RECOMMENDATION

THAT the Woodend-Sefton Community Board:

- (a) Receives report No. 240228030633.
- (b) Approves a grant of \$...... to the Woodend Community Association towards hosting a Community Cultural and Hangi day.

 OR
- (c) **Declines** the application from the Woodend Community Association.

6.4 Ratification of the Woodend-Sefton Community Board's Submission to the Northern Pegasus Bay Bylaw – Kay Rabe (Governance Advisor)

66 - 70

RECOMMENDATION

THAT the Woodend-Sefton Community Board:

- (a) **Receives** report No. 240307035257.
- (b) **Retrospectively ratifies** its submission to the Waimakariri District Council on the Northern Pegasus Bay Bylaw Review (Trim 24022903113).
- (c) **Notes** that a Board representative will present its submission at the Northern Pegasus Bay Bylaw Review hearing being heard and considered in April 2024.

7 CORRESPONDENCE

Nil.

8 CHAIRPERSON'S REPORT

8.1 Chairperson's Report for February and March 2024

71 – 72

RECOMMENDATION

THAT the Woodend-Sefton Community Board:

(a) **Receives** the report from the Woodend-Sefton Community Board Chairperson (TRIM: 240402050103).

9 MATTERS FOR INFORMATION

- 9.1. Oxford-Ohoka Community Board Meeting Minutes 8 February 2024.
- 9.2. Oxford-Ohoka Community Board Meeting Minutes 6 March 2024.
- 9.3. Rangiora-Ashley Community Board Meeting Minutes 14 February 2024.
- 9.4. Kaiapoi-Tuahiwi Community Board Meeting Minutes 19 February 2024.
- 9.5. <u>Chlorine Exemption Revised Strategy Report to Council Meeting 7</u> February 2024 Circulates to all Boards.
- 9.6. <u>Adoption of Greater Christchurch Partnership Housing Action Plan Report to Council Meeting 7 February 2024 Circulates to all Boards.</u>

- 9.7. Rangiora-Ashley Community Board Chairpersons Report for the period October 2022 to December 2023 Report to Council Meeting 7 February 2024 Circulates to all Boards
- 9.8. Woodend-Sefton Community Board Chairpersons Report for the period October 2022 to December 2023 Report to Council Meeting 7 February 2024 Circulates to all Boards.
- 9.9. Oxford-Ohoka Community Board Chairpersons Report for the period October 2022 to December 2023 Report to Council Meeting 7 February 2024 Circulates to all Boards.
- 9.10. <u>Kaiapoi-Tuahiwi Community Board Chairpersons Report for the period</u>
 <u>October 2022 to December 2023 Report to Council Meeting 7 February
 <u>2024 Circulates to all Boards.</u></u>
- 9.11. <u>Health, Safety and Wellbeing Report January 2024 Report to Council Meeting 7 February 2024 Circulates to all Boards.</u>
- 9.12. <u>July 2023 Flood Recovery Progress Update Report to Utilities and Roading Committee 20 February 2024 Circulates to all Boards.</u>
- 9.13. <u>Libraries Update to 29 January 2024 Report to Community and Recreation Committee 20 February 2024 Circulates to all Boards.</u>
- 9.14. Aquatics February Report Report to Community and Recreation Committee 20 February 2024 Circulates to all Boards.
- 9.15. Chlorine Exemption Revised Strategy Report to Council Meeting 7
 February 2024 Circulates to all Boards.
- 9.16. Submission: Environment Canterbury Regional Council Regional Land
 Transport Plan Report to Council Meeting 5 March 2024 Circulates to
 all Boards.
- 9.17. Kerbside Collection Standardisation: Amendments to Solid Waste and Waste Handling Licensing Bylaw Terms and Conditions Report to Council Meeting 5 March 2024 Circulates to all Boards.
- 9.18. <u>Health, Safety and Wellbeing Report February 2024 Report to Council Meeting 5 March 2024 Circulates to all Boards.</u>
- 9.19. Enterprise North Canterbury's Draft Statement of Intent for the Financial Year Beginning 1 July 2024, Approved Six Month Report to Council 31

 December 2023, and Promotion of Waimakariri District Six Month Report 31 December 2023 Report to Audit and Risk Committee Meeting 12

 March 2024 Circulates to all Boards.
- 9.20. <u>July 2023 Flood Recovery Progress Update Report to Utilities and</u> Roading Committee Meeting 19 March 2024 Circulates to all Boards.
- 9.21. <u>Libraries Update to 7 March 2024 Report to Community and Recreation</u>
 <u>Committee Meeting 19 March 2024 Circulates to all Boards.</u>
- 9.22. Aquatics March Report Report to Community and Recreation Committee Meeting 19 March 2024 Circulates to all Boards.

Public Excluded

- 9.23. Kaiapoi regeneration Area Wai Huka o Waitaha Trust (WHoW) Proposal
 Update Report to Council Meeting 7 February 2024 Circulates to all
 Boards.
- 9.24. Proposed Partial Sale of 136 Percival Street, Rangiora Report to Council Meeting 7 February 2024 Circulates to all Boards.

RECOMMENDATION

THAT the Woodend-Sefton Community Board:

- (a) **Receives** the information in Items 9.1 to 9.22.
- (b) **Receives** the separately circulated public excluded information in items 9.23 and 9.24.

Note:

- 1. The links for Matters for Information were previously circulated to members as part of the relevant meeting agendas.
- 2. Hard copies of the Public Excluded items were circulated to members separately.

10 MEMBERS' INFORMATION EXCHANGE

73 - 77

- 10.1 Brent Cairns
- 10.2 Rhonda Mather
- 10.3 Philip Redmond

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.

Any written information submitted by members will be circulated via email prior to the meeting.

11 CONSULTATION PROJECTS

11.1 Environment Canterbury Draft Long Term Plan

Consultation runs from Wednesday 13 March to Sunday 14 April 2024.

ecan.govt.nz/whatsthecost

11.2 Waimakariri District Council Long Term Plan

Consultation from Friday 15 March to Monday 15 April 2024.

https://letstalk.waimakariri.govt.nz/draft-long-term-plan-2024-2034

Community Drop-In Sessions

Rangiora Tuesday 26 March 4pm to 6pm Council Chambers	
Woodend Wednesday 3 April 4pm to 6pm Woodend Community Cer	ntre
Oxford Monday 8 April 4pm to 6pm Oxford Town Hall	
Pegasus Wednesday 10 April 10am Pegasus Community Ce	entre
(Ronel's Community Cupp	oa)
Kaiapoi Thursday 11 April 5pm to 7pm Kaiapoi Library	
Mandeville Thursday 11 April 7pm to 9pm Ohoka Domain Pavilion	

12 BOARD FUNDING UPDATE

12.1 **Board Discretionary Grant**

Balance as at 31 March 2024: \$1,660.

12.2 **General Landscaping Fund**

Balance as at 31 March 2024: \$13,680.

- 13 MEDIA ITEMS
- 14 QUESTIONS UNDER STANDING ORDERS
- 15 <u>URGENT GENERAL BUSINESS UNDER STANDING ORDERS</u>

NEXT MEETING

The next meeting of the Woodend-Sefton Community Board is scheduled for 5.30pm, Monday 13 May 2024 at the Woodend Community Centre, School Road, Woodend.

Workshop

- Members Forum
 - o Queries Spreadsheet

MINUTES FOR THE MEETING OF THE WOODEND-SEFTON COMMUNITY BOARD HELD AT SEFTON PUBLIC HALL, 591 UPPER SEFTON ROAD, SEFTON ON TUESDAY 13 FEBRUARY2024 AT 5.30PM.

PRESENT

S Powell (Chairperson), M Paterson (Deputy Chair), I Fong, R Mather, A Thompson.

IN ATTENDANCE

K LaValley (General Manager Planning, Regulation and Environment), M McGregor (Senior Advisor Community and Recreation), C Taylor-Claude (Parks Officer), K Rabe (Governance Advisor) and C Fowler-Jenkens (Governance Support Officer).

There were five members of the public present.

1 APOLOGIES

Moved: S Powell Seconded: R Mather

Apologies for absence were received and sustained from B Cairns and P Redmond.

CARRIED

2 CONFLICTS OF INTEREST

There were no conflicts of interest recorded.

3 CONFIRMATION MINUTES

3.1 <u>Minutes of the Woodend-Sefton Community Board Meeting –</u> 4 December 2023

Moved: M Paterson Seconded: R Mather

THAT the Woodend-Sefton Community Board:

(a) **Confirms** the Minutes of the Woodend-Sefton Community Board Meeting held on 4 December 2023.

CARRIED

3.2 Matters Arising

There were no matters arising from the minutes.

3.3 <u>Notes of the Woodend-Sefton Community Board Workshop – 4 December 2023</u>

Moved: I Fong Seconded: R Mather

THAT the Woodend-Sefton Community Board:

(a) **Receives** the notes of the Woodend-Sefton Community Board Workshop held on 4 December 2023.

CARRIED

4 DEPUTATIONS AND PRESENTATIONS FROM THE COMMUNITY

4.1 Sefton Public Hall - Paul Lochhead

P Lochhead and other members of the Hall Committee were in attendance to update the Board on the progress of the rebuild of the Sefton Public Hall. A budget document (Trim Ref: 240214020899) was tabled for the Board's information.

P Lochhead noted that after the completed lease had been signed in early 2023 the Committee had engaged an architect who had agreed to do the architectural work and guide them through the tasks they would need to complete the project, such as hiring contractors. The architect had done a basic drawing to enable the Committee to get an estimated costing for the hall. The Committee had commenced plans for fundraising which included contacting local businesses that would be willing to contribute and charitable funding groups. They planned to set up a website with the history of the hall and to keep the public informed of the progress on the build. A separate bank account would be set up for any donations received.

S Powell asked if the Committee had any help putting together funding applications. P Lochhead noted that they had someone from the Council helping them. S Powell also asked if they had any timelines in mind for the whole project. P Lochhead noted that it was all about getting the funding.

S Powell noted that the Committee were doing a fantastic job. It had been a long journey and there was still a way to go but they had not given up. The Board recognised that it had been a real journey and assured the Committee of the Board's support.

4.2 Waikuku Beach Surf Life Saving Club

A Harris of the Waikuku Beach Surf Life Saving Club attended the meeting to request information about the rebuild of the Waikuku Beach Surf Life Saving Club storage shed. He raised concerns regarding the cost of various consents required by the Council and the delays to the project.

S Powell explained that the process had become far more complex once it was discovered that the proposed site overlapped the reserve and that with the sensitive environment had resulted in the delays and increased cost. She urged A Harris to read the report which provided the information the Club was looking for. K LaValley agreed to send a breakdown of costs on the invoice received by the Club.

A Harris thanked the Board for its assistance in understanding the process and agreed to work with staff to progress this matter in a timely manner.

5 ADJOURNED BUSINESS

Nil.

6 REPORTS

6.1 Waikuku Beach Surf Life Saving Club Storage Shed Licence to Occupy and Concrete Pad Extension – M Kwant (Greenspace Community Projects Officer) and C Taylor-Claude (Parks Officer)

C Taylor-Claude took the report as read. Noting the report sought approval to consult with the community. A follow up report would be brought back to the Board with the results of the consultation. Due to the complex land status the Surf Club had obtained its Environment Canterbury and Waimakariri District Council Resource Consents and the License to Occupy was subject to the building consent which is still to be lodged.

A Thompson asked what required the consultation. C Taylor-Claude explained that it was due to an overlap of the building into the Waikuku Reserve. A Thompson also asked a if there was currently a License to Occupy. C Taylor-Claude noted that there was one for the storage container that was currently on site.

Moved: M Paterson Seconded: A Thompson

THAT the Woodend-Sefton Community Board:

- (a) Receives Report No. 240201014905.
- (b) **Approves** Council staff to consult with the community on the proposed storage shed and extension of the concrete pad at the Waikuku Beach Surf Life Saving Club building as per the building plans in attachment i.
- (c) **Notes** that Greenspace staff are working with the Property Team who have sought legal opinion to grant a License to Occupy for both the unformed legal road and Reserve 3224 which is subject to getting a building consent.
- (d) **Notes** that the Waikuku Beach Surf Life Saving Club have had their resource consents from Environment Canterbury and Waimakariri District Council approved.
- (e) **Notes** that the Waikuku Beach Surf Life Saving Club are still to put forth a building consent application which is a process managed by Council's Building Unit. The recommendation in this report is independent to the Council's regulatory function.
- (f) **Notes** that this proposal is being funded entirely by the Waikuku Beach Surf Life Saving Club and the shed and concrete pad will be maintained and owned by the Waikuku Beach Surf Life Saving Club once built.
- (g) Notes that a subsequent report will be submitted to the Community Board at the end of the consultation period, including details of the Licence To Occupy. The License To Occupy is subject to the building consent being obtained by the Waikuku Beach Surf Life Saving Club.

CARRIED

6.2 <u>Waikuku Beach Volleyball Court - M McGregor (Senior Advisor Community and Recreation) and C Taylor-Claude (Parks Officer)</u>

C Taylor-Claude spoke to the report noting this project was brought to staff by a member of the community. Staff had been working to assess location options for the proposed volleyball court. The report was seeking approval to consult the community on the options available. Once the consultation was completed a further report would be brought to the Board.

S Powell asked about the ongoing maintenance of the volleyball court if vandalism had been taken into account. C Taylor-Claude explained that would be factored into the maintenance contract however she did not foresee many issues with vandalism after speaking to other councils who had community volleyball courts.

M Paterson noted that this project was being funded by the community and asked if there was any idea of the probable cost. C Taylor-Claude noted that the community were hoping to get products donated however they had not been able to provide costs as yet.

A Thompson suggested that only one volleyball court be set up to start with to ascertain the uptake before setting up the second one. A Thompson noted it was unfortunate that the volleyball court could not be located next to the tennis court, however he understood the concerns regarding the flooding. He asked that the flooding issue would be mentioned in the consultation. C Taylor-Claude agreed that it would be.

Moved: A Thompson Seconded: R Mather

THAT the Woodend-Sefton Community Board:

- (a) Receives Report No. 240117005591.
- (b) **Approves** Council staff to undertake consultation with surrounding residents to get feedback on the proposed sand beach volleyball court.
- (c) **Provides** feedback on the proposed sand beach volleyball court.
- (d) Notes that a subsequent report will be brought back to the Community Board, detailing the consultation results, and seeking approval of installation if appropriate. This will include the design, materials, construction method, and ongoing maintenance plan and cost.
- (e) **Notes** that installing a volleyball court in the North Oval and Central Area is a supported activity under the Waikuku Beach Reserve Spatial Activity Plan, which was approved by the Community Board in February 2023.
- (f) **Notes** that the Spatial Activity Plan was publicly consulted on with the community in November 2022.
- (g) **Notes** that the project is proposed to be funded entirely by the community through fundraising and donations.
- (h) **Notes** that the construction of the beach volleyball court will be carried out by the community with the assistance of Greenspace staff.
- (i) **Notes** that should the courts be approved and constructed; it would be maintained by Council under the Delta Maintenance Contract and within current operational budgets. This is currently costed at \$67.41 a month but is set raise to approximately \$80 a month in early 2024.

CARRIED

A Thompson commented that this was a good report. There had been a lot of work for a long period of time.

R Mather looked forward to hearing what the community had to say.

S Powell commented that it would be good to hear what the community had to say. This had been a long journey.

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

K Rabe spoke to the report noting that the Pegasus Dragons were seeking funding to assist a team to go to the Dragon Boating Festival in Wellington, which would allow their rowers to gain experience and training for competitions.

M Paterson asked if the Board had granted the Pegasus Dragons money previously. K Rabe noted that the Board had granted them money for oars two years ago.

S Powell asked if the Board would normally fund individuals to go to a sporting event. K Rabe noted that the money would go to the club who would pay the entry fee to allow these woman to go.

Moved: M Paterson Seconded: A Thompson

THAT the Woodend-Sefton Community Board:

- (a) **Receives** report No. 240112003698.
- (b) **Approves** a grant of \$500 to the Pegasus Dragons towards attending the Dragon Boat Festival in Wellington.

CARRIED

R Mather abstained

M Paterson noted that it was a good cause.

A Thompson concurred.

6.4 Approval of the Woodend-Sefton Community Board Plan 2023 – K Rabe (Governance Advisor)

K Rabe took the report as read.

The Board discussed the plan noting a few amendments and corrections to be signed off by the Chair.

Moved: M Paterson Seconded: R Mather

THAT the Woodend-Sefton Community Board:

- (a) Receives report No. 240112003400.
- (b) **Approves** the Woodend-Sefton Community Board Plan 2022-25 (Trim: 230301028039), subject to the changes made during the discussion of the report.
- (c) **Authorises** the Chairperson to approve the final version of the Woodend-Sefton Community Board Plan 2023 update, if any further minor editorial corrections are required.

CARRIED

7 CORRESPONDENCE

Nil.

8 CHAIRPERSON'S REPORT

- 8.1 Chairperson's Report for December 2023 and January 2024
 - There has been concern raised at the relocation of the Woodend Medical Centre to Rangiora.
 - There was an application for a liquor licence in Ravenswood for Liquor Land. It was in the new retail building that was still to be built.

Moved: S Powell Seconded: R Mather

THAT the Woodend-Sefton Community Board:

(a) **Receives** the report from the Woodend-Sefton Community Board Chairperson (TRIM: 240207016602).

CARRIED

9 MATTERS FOR INFORMATION

- 9.1. Oxford-Ohoka Community Board Meeting Minutes 6 December 2023.
- 9.2. Kaiapoi-Tuahiwi Community Board Meeting Minutes 11 December 2023.
- 9.3. Rangiora-Ashley Community Board Meeting Minutes 13 December 2023.
- 9.4. <u>Draft 2024 Utilities and Roading Management Plans Report to Council Long</u> Term Plan Budget Meeting 30 January 2024 Circulated to all Boards.

Moved: R Mather Seconded: I Fong

THAT the Woodend-Sefton Community Board:

(a) **Receives** the information in Items 9.1 to 9.4.

CARRIED

10 MEMBERS' INFORMATION EXCHANGE

R Mather

- Woodend-Sefton Community Board Meeting Monthly Community Board Meeting.
- Mayor's Christmas Morning Tea Attended on behalf of Waiora Links Community Trust.
- Pegasus Community Centre Project Steering Group Meeting Inaugural Meeting.
- All Boards Meeting.
- Waiora Links Christmas Community Cuppa Attended by 70 residents of the Woodend, Pegasus and Waikuku area, with performances from Woodend School Kapa Haka and Jump Jam groups. Mayor and Santa also in attendance.
- · Waiora Links Community Trust Monthly Board meeting.
- Picnic Day event by Pegasus Lake This event was a combined effort from the Vintage Car Club, Pegasus Radio Sailing Club and Wairoa Links Community Trust. A lot of good feedback was received, and it was hoped it could become an annual event.
- Waimakariri District Council Volunteer Coordinators Group meeting Attended by a variety of non-profit organisations that rely on volunteers. Currently planning the Volunteer Expos to be held in Rangiora, Kaiapoi and Woodend. The Woodend one is at the Woodend Community Centre from 5 – 7pm on Thursday 21 March.
- Waiora Links Community Trust Monthly Board meeting. She was in the process of reducing her role with Waiora Links Community Trust due to health reasons.
- Woodend-Sefton Community Board Dinner nice way to start the year at Joes Garage.
- Compiled Waiora Links Community Trust page for The Woodpecker.
- The first 'Ronels Community Cuppa' of the year would be held at the Pegasus Community Centre at 10am on Wednesday 14th February. The guest speaker was Mike Kwant from the Council talking about the Northern Pegasus Bay Bylaw review.
- Followed up on query from a resident wanting details of the plans for the accessible viewing platforms at Pegasus and Waikuku Beach. He was particularly interested on access onto the beach itself. She sent him the report that was presented to the Board at the October 2023 Community Board meeting.
- GreyPower the health spokesperson was unaware that the Woodend Medical Centre was moving.
- Hope Community Trust they had been discussing having a presence in Woodend and they had now all but achieved that. They had a lease with the Council for a building by the school.

M Paterson

 Woodend Community Association – two people from Ravenswood had joined, which was pleasing as they had been trying to get representatives from that area for a long time.

B Cairns

 The first community CCTV camera has been installed by the Kaiapoi golf course, which had been funded by community and local business donations.
 Fund raising for cameras in Pegasus is underway.

- He was asked to visit Oxford regarding the street flags. He found that Council
 had flags in Kaiapoi, Rangiora and Kairaki (Funded by a targeted rate) in Oxford
 the local promotions association funded them. He had asked Council staff to
 provide a report to establish if Council should have a consistent look across the
 district regarding street flags. The flags added a bit of flair to the townships, and
 he had asked if we could have a local input into the design, as we have loads
 of amazing artists.
- On 24 February 2024 leaving from Pegasus early morning a wellbeing charity walk "In Memory of Justin" ending in Oxford. A give a little page has been set up.
- He had asked the new "Play Street" Council staff member who had been funded by Sport Canterbury to see if they would hold or assist with running events in Pegasus, this potentially would be a youth event.

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

The Board noted the consultation projects including the Northern Pegasus Bay Bylaw Review closing on 1 March.

12 BOARD FUNDING UPDATE

12.1 Board Discretionary Grant

Balance as at 31 January 2024: \$2,160.

12.2 General Landscaping Fund

Balance as at 31 January 2024: \$13,680.

The Board noted the funding update.

13 MEDIA ITEMS

14 QUESTIONS UNDER STANDING ORDERS

Nil.

15 URGENT GENERAL BUSINESS UNDER STANDING ORDERS

Nil.

NEXT MEETING

The next meeting of the Woodend-Sefton Community Board is scheduled for 5.30pm, Monday 11 March 2024 at the Woodend Community Centre, School Road, Woodend.

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 6.47PM.

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Chairperson
Date

Workshop (6.47pm – 6.53pm)

- Members Forum
 - Discussion on possible times and dates for Northern Pegasus Bay Bylaw and LTP submission workshops.

NOTES OF A WORKSHOP OF THE WOODEND-SEFTON COMMUNITY BOARD WORKSHOP HELD ON MONDAY 11 MARCH AT 5.30PM IN MEETING ROOM 1, WOODEND COMMUNITY CENTRE, SCHOOL ROAD, WOODEND.

PRESENT

S Powell (Chairperson), M Paterson (Deputy Chairperson), B Cairns (left 7:32pm), I Fong (Teams), R Mather, P Redmond (left 7:32pm) and A Thompson.

IN ATTENDANCE

K LaValley (General Manager Planning, Regulation and Environment), G Stephens (Design and Planning Team Leader), J Mason (Landscape Architect) and C Fowler-Jenkins (Governance Support Officer).

Councillor C McKay (Environment Canterbury) and J Ensor.

APOLOGIES

Nil.

1. Lifesaving Dates

Presenter(s) J Ensor

Trim Ref: 240314039954

Key points:

- Concerns were raised about the dates that lifesavers manned Pegasus Beach.
- The carparking at Pegasus Beach was insufficient, and people were parking along the accessway.

Questions:

• Over what period did lifeguards man the Waimakariri beaches? For the week before Christmas until the 12 January.

2. Environment Canterbury Draft Long Term Plan for 2024-34

Presenter(s) Councillor Clare McKay

Trim Ref: None

Key points:

- Environment Canterbury (ECan) adopted the consultation document and supplementary information for its Draft Long Term Plan on 28 February 2024.
- ECan was looking at collecting an increase of \$40 million in rates revenue for year one, which equated to a 24.2% rate increase.
- ECan was focusing on its three core services: Environmental Regulation and Protection, Community Preparedness and Response, and Public Transport.
- ECan was also investing a lot of resources to get tits consenting process up to date.
- Public transport increased, and ECan was considering an increasing frequency across the whole service.
- There was an uplift around River-resilience and Maintenance Section of community preparedness.

• ECan was seeking feedback about its uniform Annual General Charge. It wanted to change it to a percentage of the total rate revenue. It was currently around 8%, and there was an option to increase it to 12%.

Questions:

Of the three core functions, which of those should have priority?

They were all of equal priority; however, within them, there were some options for reprioritizing work programmes. Regarding public transport, when ECan initiated the fare trial, there was a good uptake, and it utilised the Central Government subsidies. Councillor McKay believed that there needed to be higher frequency bus routes. Community preparedness and response, ECan needed to invest in being adaptable to flood events because that was the greatest risk across Canterbury. Environmental protection and regulation, ECan needed to ensure statutory compliance. However, there was an opportunity to reprioritize.

Was Ecan going to raise bus fares?

ECan was committed to the two-year fare trial. However, ECan's Council would have to discuss fare revenue before the end of the fare trail.

 The Central Government had just released its draft Government Policy Statement on Land Transport. Would it impact public transport?

ECan's Council had not yet been briefed on the Government Policy Statement. However, Ecan staff were reviewing its implications.

 The different options had similar costs. It did not appear that ECan had trimmed the budget with the different options.

Option three was the lowest-cost option. However, there was still some opportunity to cut costs. ECan needed to assess what the community would accept.

• Two of the public transport options did not really include service improvements outside the key routes. This was a problem because the Pegasus, Woodend, and Waikuku Beach bus service was last reviewed in August 2019. At that time, the Community Board had noted that Ravenswood was being developed, and ECan needed to investigate, including this area in the bus route. This did not happen, and thus, there was no bus service in Ravenswood.

Councillor McKay encouraged the Board to include the issue in their submission to ECan's Long Term Plan. The board would need to be consulted on those extended routes and possible additional charges.

• What was ECan's goal for improving rivers and water in the region, taking into consideration the proposals to increase rates and change?

One of the biggest uplifts was around consenting plans and compliance monitoring enforcement. \$6 million to \$7 million were earmarked in the first year for planning. ECan was spending a huge amount to get its planning up to date. ECan was looking at locally investing quite a significant amount of capital in works at the Cam, Courtney, Cust Rivers, and the Kaiapoi Stopbank, as well as extra investment in civil defence.

• The electric buses in the Nelson District were causing major problems with the roads, and because of their weight, maintaining the roads cost more. Had that been considered, given that ECan wanted more electric buses in the fleet?

ECan had not received feedback that the electric buses were causing problems in Christchurch City. However, it seems to be a significant issue in Tauranga. The problem with the electric buses was that because they were heavier, they could not carry as many passengers, so they were more expensive to run.

3. General Landscaping Projects

Presenter(s) Grant Stephens and Julie Mason

Trim Ref: N/A

Key points:

 The Board had allocated \$12,810 to the Welcome to Woodend signs project. There would be a report coming to the Board seeking approval of the design for the Welcome to Woodend sigs.

- The signs themselves cost \$6,250 each, and the installation \$5,475 per sign.
- A large amount of the installation cost was due to the required traffic management requirements.
- The Welcome to Woodend Beach sign cost \$3,274, and the installation cost depended on what they found underground.

Questions:

Why were the signs themselves so expensive?

It was Corten steel with a backing behind it and a Perspex layer in the middle. The materials were expensive. The words needed to be laser cut. The posts had to be concreted in place with steel rods in them to prevent warping. The high cost was for the longevity of the signs.

- Were the signs going to be illuminated?
 - There was no budget to illuminate the signs.
- For the northern sign, if you could get access to that off the highway from the landowner, could you reduce the traffic management cost?

There was a two—to three-metre gap from the road edge to the fence, and the sign would be located within that space. Therefore, any person installing the sign would therefore be in the road corridor and would require traffic management.

 Should the Community Board consider redesigning the sign to lower the cost and meet the budget?

The budget, originally set in 2021, was based on a simpler design. Originally, the project was for one sign; however, the Board decided to do three.

 If this became a community project and the community sought funding, was that something the Board could consider?

The community may be more successful in securing funding. The allocation from the Community Board could be treated as a seed fund.

- Was there any chance of some funding from Waka Kotahi?
 Waka Kotahi would not fund welcome signs as its focus was on traffic directional signage.
- Given the Woodend Bypass development, how certain was the Council staff about installing a sign at the Pegasus circle?

That was why Council staff suggested that both the northern and southern signs' installation may need to be re-considered.

• Why was the Woodend Beach sign so much cheaper than the Woodend signs?

Even though the macrocarpa posts looked simple, keeping them in place and tying them together was a high cost.

Were there any deadlines around applying for the funding for the Waikuku Beach pond?
 The ZIPA Funding applications were due in April 2024, so the Board would not be able to meet this year's funding requirements. Rata was a rolling fund. The Waitaha Fund was quite keen, however, it wanted assurance that the community were on board.

4. Waimakariri District Council and Environment Canterbury Long Term Plans

Presenter(s) None

Trim Ref: N/A

 All the comments and suggestions made by Community Board members were included in the Board's submissions to the Council and ECan's draft 2024-34 Long-Term Plans.

THERE BEING NO FURTHER BUSINESS THE WORKSHOP CONCLUDED AT 7.41PM.

WAIMAKARIRI DISTRICT COUNCIL

REPORT FOR DECISION

FILE NO and TRIM NO: RES-20/ 240228031049

REPORT TO: WOODEND SEFTON COMMUNITY BOARD

DATE OF MEETING: 9 April 2024

AUTHOR(S): Chrissy Taylor-Claude, Parks Officer

Mike Kwant, Greenspace Community Projects Officer

SUBJECT: Waikuku Beach Surf Life Saving Club consultation results and License to

Occupy.

ENDORSED BY:

(for Reports to Council, Committees or Boards)

General Manager

Chief Executive

1. SUMMARY

- 1.1. This report is seeking approval for Council staff to award a License to Occupy for a storage shed at the Waikuku Beach Surf Life Saving Club (WBSLSC) building following community engagement, noting that the WBSLSC is still required to obtain a building consent.
- 1.2. The WBSLSC provides a community good by supplying lifeguards during the summer season to ensure everyone can have fun at the beach with peace of mind that lifeguards are providing patrol services. They also run surf lifesaving programmes and sports opportunities for all ages of the community. The WBSLSC propose to install a storage shed and extend the concrete pad to support these activities. The proposal will be funded and owned by the WBSLSC. Council supports the WBSLSC indirectly via an annual grant to New Zealand Surf Life Saving so that we have patrols on our beaches (including Waikuku) during the summer months. Council is also providing improvements to this area with a new accessibility platform.
- 1.3. Installing a storage shed and extending the concrete pad is a supported activity under the Waikuku Beach Reserve Spatial Activity Plan, which was approved by the Community Board in February 2023. The Spatial Activity Plan guides Council staff and the Community Board when making decisions regarding the allocation of space in Waikuku.
- 1.4. As part of the process to install the storage shed and concrete extension, the WBSLSC are required to apply for a resource consent from both Environment Canterbury (ECAN) and Council, as well as a building consent and License to Occupy (LTO) from Council. The WBSLSC has been granted both these resource consents. The WBSLSC have applied for their building consent but has not yet been granted. The LTO will be for the shed footprint only.
- 1.5. A report went to the Community Board in February 2024 that approved Council staff to publicly consult on the proposed project. Consultation began on the 14th of February 2024 and concluded on the 28th of February 2024. Consultation was facilitated through Council's Let's Talk web page and shared on Council's media platforms. Consultation posters were put up at the WBSLSC building, the carpark toilet block, and the Waikuku Beach General Store. The response from the community was positive with 96.4% of responses in favour of the proposal. There was a total of 27 responses, which were electronically recorded through the Let's Talk Web page.

Attachments:

i. Building plans. (Trim: 231128190704).

- ii. Waikuku Beach Reserve Spatial Activity Plan. (Trim: 230202014132).
- iii. Draft Template License to Occupy. (Trim: 240327048900)

2. RECOMMENDATION

THAT the Woodend Sefton Community Board:

- (a) Receives Report No. 240228031049.
- (b) Approves the awarding of a Licence to Occupy to the Waikuku Beach Surf Life Saving Club for the proposed storage shed and to extend the concrete pad as per the Draft License to Occupy in attachment iii, and subject to the Waikuku Beach Surf Life Saving Club attaining a building consent.
- (c) **Approves** delegation to the Property Manager to work with the Waikuku Beach Surf Life Saving Club to finalise a License to Occupy.
- (d) Approves the conditions within the License to Occupy which contain conditions relating to the removal and nature of the improvements due to the land classification being unformed legal road.
- (e) **Notes** that the License to Occupy will be based on a peppercorn rental agreement due to the community service that is being delivered by the Waikuku Beach Surf Life Saving Club. This being for a period of three years.
- (f) **Notes** that the Waikuku Beach Surf Life Saving Club have had their resource consents from Environment Canterbury and Waimakariri District Council approved.
- (g) **Notes** that the Waikuku Beach Surf Life Saving Club have put forth a building consent application.
- (h) **Notes** that this proposal is being funded entirely by the Waikuku Beach Surf Life Saving Club and the shed and concrete pad will be maintained and owned by the Waikuku Beach Surf Life Saving Club once built.
- (i) **Notes** a previous report went to the Community Board in February 2024 that approved Council staff to publicly consult on the proposed project.
- (j) **Notes** that consultation results from the community was positive with 96.4% or 27 of 28 responses in favour of the proposal.

3. BACKGROUND

- 3.1. The Waikuku Beach Surf Lifesaving Club's mission is to "provide a safe beach and development opportunities to our members and local community through lifeguarding, sport, and education." Their vision is "to be a state-of-the-art facility for our local community and membership and to foster a welcoming, positive, and development focused culture that grows our sport and lifeguarding programs to maintain zero drownings." This proposal will support the WBSLSC in achieving their mission and vision.
- 3.2. In February 2023, staff were approached by the WBSLSC about adding a storage shed and extending their concrete pad located on the ocean side of their building. Due to the land status complexities of the site of the WBSLSC building and proposed works, Council staff have guided the WBSLSC through the process.
- 3.3. The storage shed is proposed to be 108m2 and 3.5 metres in height. The shed will be coloured Sandstone Grey to match the existing building roof. The proposed location for the shed is currently being used for storage including a temporary storage container for which the WBSLSC has a License to Occupy. This storage container would be removed to make way for the shed. Public access would not be impeded by the addition of the shed. The existing concrete pad would be extended by 6 metres on the oceanside of the building. The building plans are shown in attachment i.

- 3.4. The Waikuku Beach Reserve Spatial Activity Plan (in attachment ii) was approved by the Community Board in February 2023. The Spatial Activity Plan aids Council staff and the Community Board when making decisions regarding the allocation of space in Waikuku. It also gives the residents clarity when approaching Council with initiatives that an informed and coordinated approach is taken when decisions are made regarding the use of the reserve space.
- 3.5. Installing a storage shed and extending the concrete pad is a supported activity under the Spatial Activity Plan. The Spatial Activity Plan shows that the Waikuku Surf Club is in a Beach Activity Infrastructure Zone. The intended uses of this area include carparking and buildings (clubrooms/ storage/ public toilets). Suggested infrastructure includes hard surface and overflow car parking, clubrooms, toilets and shower blocks, and storage infrastructure. It also includes consolidated shared facilities built through partnerships between community groups in conjunction with Council, and pedestrian walkways associated with above facilities.
- 3.6. The proposed shed location is predominantly located on unformed legal road and partially on Waikuku Reserve (Pt RES 3224). The current WBSLSC building is located mainly on foreshore (Crown land) located between the unformed legal road and the Mean High Water Mark Spring (MHWMS). A small section of the building is located on the unformed legal road. The Department of Conservation has management responsibilities over the foreshore land which is subject to the Marine and Coastal (Takutai Moana) Act 2011, but it is not subject to the Conservation Act. Council has no authority for land on the seaward side of the unformed legal road, although the Northern Pegasus Bay Bylaw applies over the foreshore and dunes to the low tide mark.
- 3.7. See below the image of the area including the unformed legal road in green and the orange outlines indicating the proposed shed and concrete pad.



- 3.8. The following approvals and land status types are summarised as follows:
 - (a) Costal Hazard Zone Environment Canterbury resource consent. COMPLETE.
 - (b) Waimakariri District Council District Plan Resource consent. COMPLETE.
 - (c) Waimakariri District Council Building consent. IN PROCESS.
 - (d) Unformed legal road License to Occupy Waimakariri District Council.
 - (e) Part Reserve 3224 License to Occupy Waimakariri District Council.

- 3.9. Council staff undertook consultation which began on the 14th of February 2024 and concluded on the 28th of February 2024. Consultation was facilitated through Council's Let's Talk web page and shared on Council's electronic media platforms. Consultation posters were put up at the WBSLSC building, the carpark toilet block, and the Waikuku Beach General Store detailing where to comment and find further information, allowing beach users to comment on the proposal. The posters included a QR code that led to the Let's Talk consultation page. The response from the community was positive with 96.4% of responses in favour of proposal. There was a total of 28 responses which were electronically recorded through the Let's Talk Web page.
- 3.10. The WBSLSC require an LTO to be granted by Council's Property team to locate a storage shed in this location. The LTO will allow the WBSLSC to occupy the proposed space with conditions. Under legal advice the LTO is required to include that the shed must be temporary in nature so that it may be removed if requested due to it being on unformed legal road.

4. ISSUES AND OPTIONS

4.1. Option 1: Approve the awarding of an LTO for the proposed storage shed and extend the concrete pad as per the building plans in attachment i.

Council staff recommend this option as public consultation was undertaken and the response from the community was positive with 96.4% of responses in favour of proposal. The WBSLSC provides a community good by supplying lifeguards during the summer season to ensure everyone can have fun at the beach with peace of mind that lifeguards are providing patrol services. The WBSLSC also runs surf lifesaving programmes and sports opportunities for all ages. Having a secure and functional storage space allows the WBSLSC to continue to provide these services to a high standard. The concrete pad extension will improve access to the front of the building for emergency services and for those with mobility issues.

4.2. Option 2: Decline the instalment of a storage shed and extension of the concrete pad.

Council staff do not recommend this option as it would go against community feedback. The use of the area for the proposed shed and concrete pad extension is already being utilised for storage and activities by the WBSLSC. It will not change the use of the space, rather providing a more secure and functional space for the WBSLSC to operate from. The WBSLSC have invested significant time and finances into initiating this project. Along with this, if the instalment of the shed does not go ahead, their storage capacity will remain limited. The WBSLSC have also had their resource consents approved from ECAN and Council. As the Council is a major funder and has requested that New Zealand Surf Life Saving provide a service here, it is deemed appropriate that the organisation supports the group who is providing the service, hence the recommendations of this report.

Implications for Community Wellbeing

- 4.3. There are implications on community wellbeing presented by the issues and options of this report. This proposal will provide ongoing support for community beach activities. The instalment of the storage shed, and concrete pad will not change the current use of this coastal area. It is expected that the storage shed, and concrete pad will support the activities of the WBSLSC improving access to the front of their building as well as providing a secure storage area.
- 4.4. The Management Team has reviewed this report and support the recommendations.

5. COMMUNITY VIEWS

5.1. Mana whenua

Te Ngāi Tūāhuriri hapū are likely to be affected by, or have an interest in the subject matter of this report. As part of the resource consent process both applications submitted to

ECAN and Council were provided to Mahaanui Kurataiao Ltd (MKL) for comment. MKL approved the proposal provided the consent conditions are met regarding erosion and sediment control, accidental discovery protocols, and the planting of indigenous species.

5.2. Groups and Organisations

There are groups and organisations likely to be affected by, or to have an interest in this proposed development. The instalment of the storage shed, and concrete pad will not change the current use of the area or impede access. However, due to the location of the proposed shed being on unformed legal road, Herenga ā Nuku Aotearoa (Outdoor Access Commission) have an interest in the project. Herenga ā Nuku Aotearoa were informed of the proposal and consultation documentation but did not make a submission during the consultation period.

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. The instalment of the storage shed, and concrete pad will not change the current use of the area or impede physical access. However, there may be a visual impact on the area that may create interest from the wider community. To ensure that the community had the ability to comment on the proposal, Council staff undertook public consultation.

Feedback from the community was positive with 96.4% of responses in favour of the proposal. There were 27 responses supporting the proposal and 1 against the proposal. Several positive comments reinforced the community good that the WBSLSC provide, highlighting that the upgrades will provide the WBSLSC with a functional and safer space to operate from. One comment responded, "A much-needed upgrade for a club providing a necessary and hugely beneficial service to the wider community". The strong theme that presented in the feedback was safety of the community: "The proposal to extend the concrete pad will make it easier and safer for us to prepare equipment for SAR (Search and Rescue) training and callouts. The proposed shed will look a whole lot better than the current container, and also mean we can access our equipment easier and faster when required" and another response included "the Surf Club is an essential part of the community, and we should be doing whatever they need to encourage them to stay and protect our whanau... Those who volunteer their time to protect the community are an invaluable asset to be looked after". Overall, the project is an "excellent addition to help the surf club meet its potential and ensure community safety".

The comment against the proposal was regarding concern over sustainability and reinvesting time and money into the current building when it is "inadequate and due for a rebuild". At this time, rebuilding is not an option for the WBSLSC, and the current storage options do not meet the WBSLSC's needs. The resource consents from ECAN and Council have been approved and these applications included an Assessment of Environmental Effects.

6. OTHER IMPLICATIONS AND RISK MANAGEMENT

6.1. Financial Implications

There are no financial implications of the decisions sought by this report.

This proposal is being entirely funded by the WBSLSC and once built, the shed and concrete pad will be owned and maintained by the Club.

This budget is not included in the Annual Plan/Long Term Plan.

6.2. Sustainability and Climate Change Impacts

The recommendations in this report do not have sustainability and/or climate change impacts. The resource consent process includes an Assessment of Environmental Effects which assess the risk to the environment. This will ensure that the proposed development is not negatively impacting the surrounding environment. The area that is proposed for development is already in a built-up modified environment and it is not expected to change

the use of the area or impact the environment. Mahaanui Kurataiao advised that planting of indigenous species would be required, along with erosion and sediment control, and accidental discovery protocols. Please note that the resource consents for ECAN and Council have been approved.

6.3 Risk Management

There are no risks arising from the adoption/implementation of the recommendations in this report. Any risks have been addressed and managed as required as part of the consenting process through both ECAN and Council. Any risk associated with the location being on unformed legal road will be mitigated by the requirement of the shed to be temporary in nature.

6.3 Health and Safety

Management of Health and Safety risks associated with the construction of these improvements will be through approved Health and Safety management plans of respective contractors to meet current legislative requirements. There are no other health and safety risks arising from the adoption/implementation of the recommendations in this report. This proposal will allow for easier access to the front of their building for emergency vehicles and disability access and provide a secure storage area, ensuring their equipment is safe and won't interfere with the public walking past.

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 2002

Reserves Act 1977

7.3. Consistency with Community Outcomes

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

Social:

- Our community groups are sustainable and able to get the support they need to succeed.
- People are able to enjoy meaningful relationships with others in their families, whanau, communities, iwi and workplaces.

7.4. Authorising Delegations

The Woodend Sefton Community Board has delegated authority to approve the recommendations in this report.

PROPOSED DEVELOPMENT

FOR WBSLSC AT BRIDGE STREET, WAIKUKU BEACH

SH## NAME

PD-00 COVER SHEET PD-01 LOCATION PLAN PD-02 SITE PLAN

PD-03 SEDIMENT CONTROL PLAN



DESIGNER: RW

PROJECT#

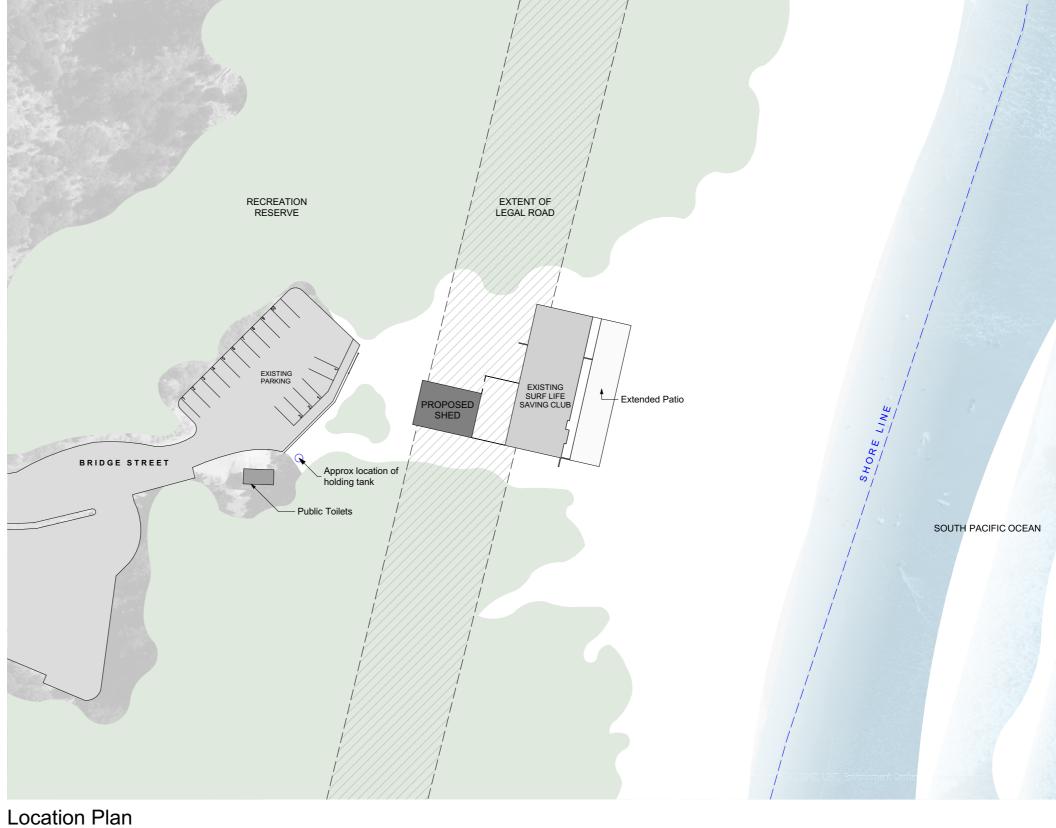
TECHNICIAN: NS

23052

PD-00

LEGAL NOTES: 1. Subject to council approval 2.All measurements to be confirmed on site by the contractor prior to the commencement of work © 2023 RW Design Limitled. All rights reserved. No part of this work covered by copyright may be reproduced or copied in any form or by any means without the written permission of RW Design Limited





PD-01

Location Plan

Scale 1:5000 @A3

GENERAL NOTES

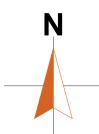
Territorial Authority Planning Zone

Waimakariri District Council Rural

Scale 1:750 @A3

RW DES	IGN	
P: 03 312 2502 A: 178 Williams St, Kaiapoi	W: www.rwdesign.nz E: designteam@rwdesign.nz	

PROJECT NAME: PROPOSED DEVELOPMENT		DESIGN: RW DRAWN:	# DATE 1 22.09.23	ISSUE / REVISION DEVELOPED DESIGN - V1	SHEET NAME LOCATION PLAN
FOR WBSLSC	ADDRESS: BRIDGE STREET, WAIKUKU BEACH	CHECKED:			
PROJECT #23052	LEGAL DESCRIPTION: n/a				SCALE: 1:750, 1:5000 AT A3



GENERAL NOTES

Exposure Zone Wind Zone Earthquake Zone Snow Zone

Territorial Authority Planning Zone

General:

Site Services:

Flood Management Area:

Notes

Very High

N4, 1kPa

Waimakariri District Council Rural

Concept subject to TA rules and regulations. All dimensions to be confirmed on site Stormwater: To discharge into Dunes Sewer Connection: To existing Holding Tank by Public Toilets

High (shared coastal, no lot - Tsunami red zone)

100mm concrete pad to ground surface under shed once completed to act as floor, not foundation

Building and roof will be Sandstone Grey to match the surfclub roof and fence. To be graded using British Standard BS5252:1976 Framework for Colour Co-ordination. Where the materials are not used for a roof cladding, they are of a colour which has a reflectivity value of no more than:
i. 60% for greyness groups A or B;
ii. 40% for greyness group C.

Where the materials are used for a roof cladding, they are of a colour which has a reflectivity value of no more than 40% for greyness groups A, B or C.

KEY

Proposed Structures

Existing Structures

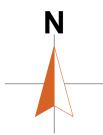




PROPOSED DEVELOPMENT				
FOR WBSLSC	BRIDGE STREET, WAIKUKU BEACH			
PROJECT #23052	LEGAL DESCRIPTION:			

n/a



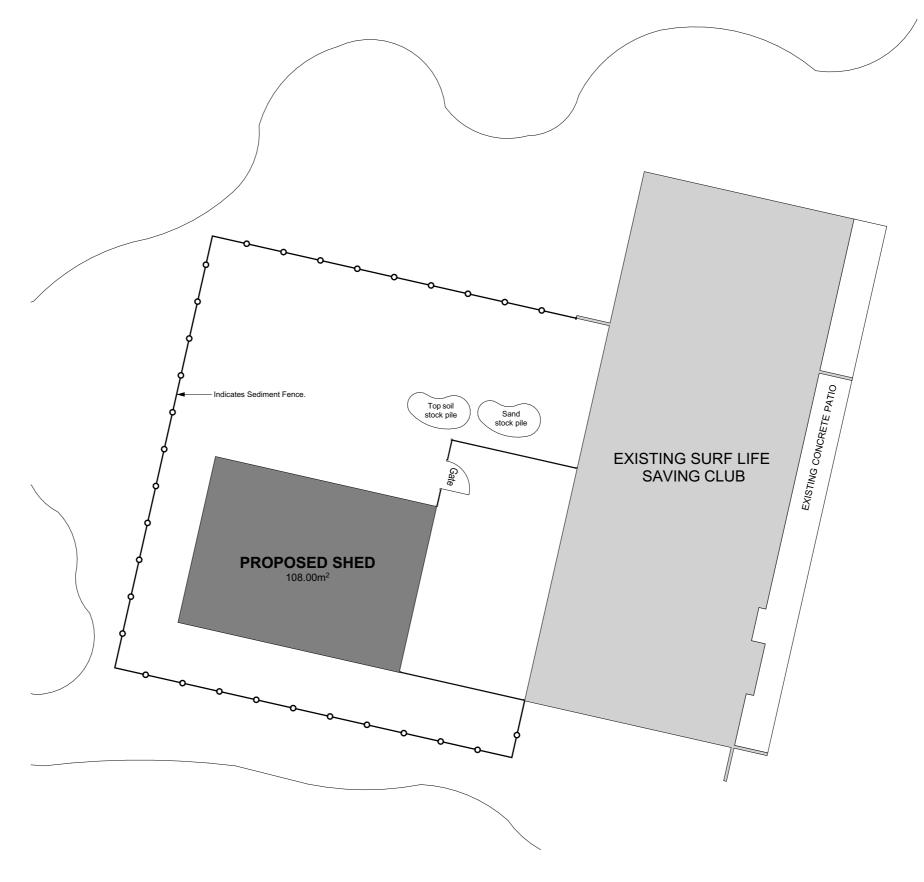


GENERAL NOTES: SEDIMENT MANAGMENT

Main Contractor to ensure Sediment control measures are put in place and maintained throughout construction of building works as per the Sediment Control Plan.

SEDIMENT CONTROL NOTES:

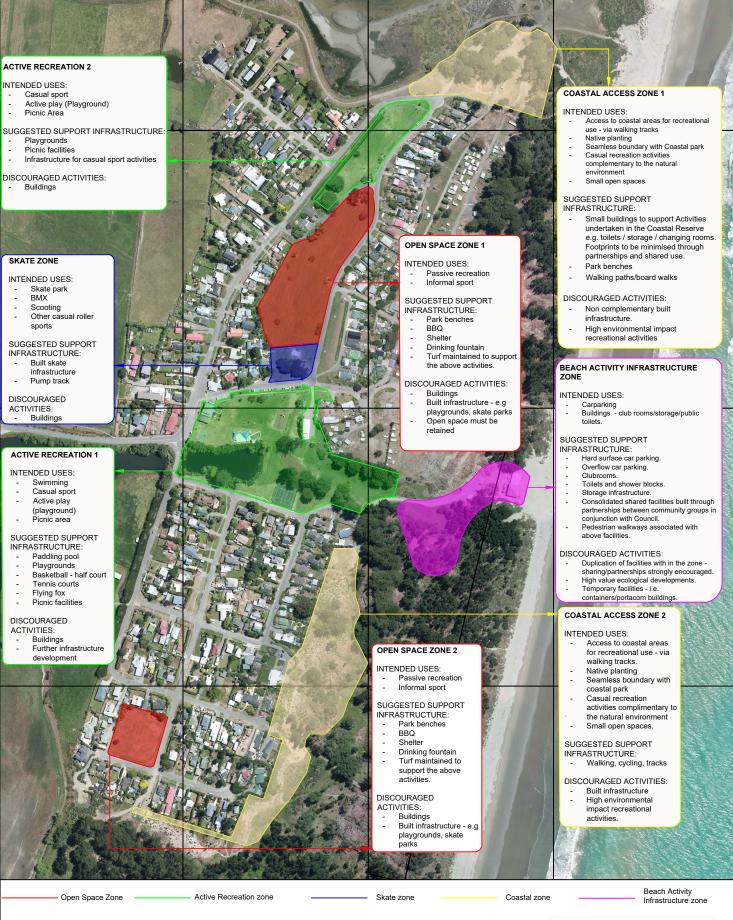
- 1) Any stockpiles of soil or excavated material are to be kept to the rear of the site & covered with impervious sheets.
- 2) Roof downpipes are to be connected to the installed stormwater drainage as soon as practical once roof cladding has been installed. Until this point ensure water run-off from downpipes is directed away from build area but not on to neighbouring properties.





PROJECT NAME: PROPOSED DEVELOPMENT		DESIGN: RW DRAWN:	# DATE 1 22.09.23	ISSUE / REVISION B DEVELOPED DESIGN - V1	SEDIMENT CONTROL PLAN
FOR WBSLSC	BRIDGE STREET, WAIKUKU BEACH	CHECKED:			
PROJECT #23052	LEGAL DESCRIPTION: n/a				SCALE: 1:200 AT A3

PD-03





Waimakariri District Council ("Council")

and

Waikuku Beach Surf Life Saving Club ("Licensee")

Licence to Occupy – Bare Land (contemplating construction)

over part of the land legally described as Part Reserve 3224 in New Zealand Gazette Notice 1993 p 3016 and contained in Record of Title CBA/1225 and part Legal Road Parcel 354496



PARTIES

- 1. Waimakariri District Council ("Council")
- 2. Waikuku Beach Surf Life Saving Club ("Licensee")

BACKGROUND

- A Council is the administering authority of the land, legally described as Part Reserve 3224 in New Zealand Gazette Notice 1993 p 3016 and contained in Record of Title CBA/1225; and Part Legal Road Parcel 354496.
- B The area to be licensed to the Licensee is situated on the Land and is more specifically shown for general identification purposes as the approximate area shaded in yellow on the plan attached at Schedule 1 to this Licence.
- C In consideration of the Licensee paying Council the Establishment Fee (if any), and the Licence Fee by instalments as specified, Council agrees to grant to the Licensee a non-exclusive right to occupy and use the Licensed Area on the terms and conditions set out in this Licence.
- D The parties have also agreed that this Licence is to be subject to Council and its duly appointed agents, staff, and contractors having access on to the Licensed Area as set out in this Licence.
- E The parties have agreed to the Licensee carrying out the Licensee's Works and using such improvements during the term of this Licence.
- F This Licence records the terms of the parties' agreement for the occupation and use of the Licensed Area by the Licensee.
- G In consideration of Council agreeing to grant this Licence to the Licensee the Guarantor (if any) has agreed to give a guarantee and indemnity on the terms set out in this Licence.

REFERENCE SCHEDULE

The Land: Being part of the land, legally described as Part Reserve 3224

and being described in New Zealand Gazette Notice 1993 p 3016 and contained in Record of Title CBA/1225 and Part Legal Road Parcel 354496 (being the property on which the

Licensed Area is situated)

The Licensed Area: The approximate area of 140 m2 which is situated on the

Land and is more specifically shown for general identification purposes as the approximate area shown shaded in yellow on the plan attached at Schedule 1 to this Licence (being the area

licensed to the Licensee under this Licence)

Commencement Date: The later of five (5) working days after the Licence has been

executed by all parties

Term: The period from and including the Commencement Date to

the Expiry Date.

Expiry Date: Three (3) Years from the Commencement Date

Licensee Termination Right: One (1) month

Establishment Fee: \$250.00 plus GST (if any)

Licence Fee: \$1.00 per annum, plus GST (if any) (if demanded)

Licence Fee Payment Frequency: Annually

Default Interest Rate: [14] % per annum

Licensee's Public Liability Insurance: \$1,000,000

Permitted Use: Erect a Storage Shed

THE PARTIES AGREE

1. Special Conditions

- 1.1. The following Special Conditions (if any) are included in this Licence. In the event of a conflict between a Special Condition and any term or condition of this Licence, Council shall determine which prevails.
- 1.2. Where the Licensed Area is in part or fully on or over Road nothing in this Licence entitles the Licensee to exclude or remove the public, or any member of the public, from the Licensed Area without Council's prior written consent.
- 1.3. Where the Licensed Area is on or over Road (including, without limitation, unformed road, paper road, road "reserve" and foot paths on one side or either side of a carriageway), if at any time Council is of the opinion in its sole and absolute discretion that the use of the Licensed Area (including the installation, repair or maintenance of the Licensee's Works by or on behalf of the Licensee) is giving rise to a material hazard or risk to public safety, Council may immediately terminate this Licence by notice in writing (including, without limitation, by email) and the Licensee shall not be entitled to any compensation (including, without limitation, by way of abatement or refund of the Establishment Fee or the Licence Fee). Without limitation to Council's discretion to terminate, Council may prior to termination make such enquiries as it chooses and offer the Licensee the opportunity to explain the causes of the hazard or risk and possible ways of mitigating it.
- 1.4. Council has the right to grant additional Licences to Occupy over the Land subject to this Licence should that be deemed necessary by Council in its sole and absolute discretion for the benefit of the wider community.
- 1.5. The Land must be left to a standard comparable to its condition before the Licensee's Works commenced, after the completion of any and all work.
- 1.6. The Licensee shall be responsible at all times under this Licence for all repairs and maintenance of the Licensee's Works and any damage to the Land caused directly or indirectly by the Licensee's Works.
- 1.7. The Licensee will during the continuance of this Licence keep the Licensee's Works in good order and condition as may be reasonably required by Council.

2. Definitions and Interpretation

- 2.1. Terms used in the Reference Schedule are as defined in the Reference Schedule.
- 2.2. In this Licence:

Licensee's Works means the works described in Schedule 2;

Plan means the plan attached as Schedule 1; and

Road means a carriageway (including, without limitation, unformed road, paper road, road "reserve" and footpaths on one side or either side of a carriageway).

2.3. In this Licence unless the context otherwise requires:

- (a) where obligations bind more than one person those obligations will bind those persons jointly and severally;
- (b) the benefits and burdens will be binding upon the parties and their respective successors and personal representatives and any permitted assigns or transferees and references to the parties must be construed accordingly;
- (c) words importing one gender include all other genders and words importing the singular number include the plural and vice versa;
- (d) a "person" includes any individual, company, corporation, incorporated society, limited partnership, firm, partnership, joint venture, association, organisation, trust, state, or agency of state, government department or territorial authority in each case whether or not having separate legal personality;
- (e) any Schedules to this Licence have the same effect as if set out in the body of this Licence;
- (f) clause headings are inserted for reference only and will not affect the interpretation of this Licence;
- (g) references to any statute refer also to any legislative instrument, bylaw, order or notice made under or pursuant to the statute and:
 - (i) references to statutes and legislative instruments refer also to statutes and legislative instruments amending, consolidating or re-enacting those referred to (including any enactment passed in substitution therefore); and
 - (ii) expressions defined or explained in any statute will bear those meanings in this Licence;
- (h) any covenant not to do anything also imposes an obligation not to suffer, permit or cause that thing to be done;
- (i) references to covenants include conditions and agreements;
- (j) references to covenants include covenants expressed or implied;
- (k) to "perform" a covenant includes to keep, observe and fulfil that covenant;
- (I) a right granted or reserved may be exercised from time to time and at all times;
- (m) references to consent, permission, approval, discretion, or agreement, of Council is a reference to such in Council's sole, absolute, and unfettered discretion;
- (n) any reference to a "month" or "monthly" mean respectively calendar month and calendar monthly; and
- (o) terms defined in a Schedule including, without limitation, the Reference Schedule have the meanings given to them in that Schedule.

3. Commencement and Term

- 3.1. Council agrees that the Licensee may use the Licensed Area, as a licensee from the Commencement Date on the terms set out in this Licence. This does not give the Licensee the right to exclude Council or Council's authorised agents, staff, or contractors, from the Licensed Area and does not give the Licensee any interest in the Land. The Licensee recognises and agrees that the Licensee has no caveatable interest in the Land.
- 3.2. The term of this Licence is the Term.
- 3.3. The Licence is for a single term and, subject to clause 3.7, no renewal terms or extensions shall apply. If the Licensee wishes to have an extension or a further term the Licensee may give Council written notice of this wish one (1) month prior to the Expiry Date but no equitable or legal obligation or effect shall arise thereby.
- 3.4. Council may terminate this Licence at any time by giving to the Licensee one (1) months' notice in writing (including, without limitation, by email) and on the expiration of such notice this Licence shall absolutely cease and determine and the Licensee shall leave the Licensed Area in good order and condition.
- 3.5. If the Reference Schedule records a Licensee Termination Right then, but not otherwise, the Licensee may terminate this Licence at any time by giving to Council the greater of:
 - (a) one (1) months' notice in writing; and
 - (b) the period of notice (in writing) specified in the Licensee Termination Right;

and on the expiration of such notice this Licence shall absolutely cease and determine and the Licensee shall leave the Licensed Area in good order and condition.

- 3.6. If the Licence is terminated by either party in accordance with clause 3.4 or 3.5 of this Licence:
 - (a) Council shall reimburse the Licensee for any pre-paid Licence Fee on a pro rata basis;
 - (b) no compensation will be payable in relation to the Establishment Fee, the Licensee's Works or directly as a result of the termination; and
 - (c) the parties shall remain liable to the extent of any default arising prior to such termination.
- 3.7. If Council permits the Licensee to remain in occupation of the Licensed Area after the expiration or earlier determination of the Term, the occupation shall be a licence at will terminable by either party on a minimum of ten (10) working days' notice (including, without limitation, for notice by Council, by email) with the licence terminating on the expiry of the notice at the Licence Fee then payable and otherwise on the same covenants and agreements as expressed or implied under this Licence. Permission for the Licensee to remain in occupation of the Licensed Area after the expiration or earlier determination of the Term shall be valid and effective only if given by Council in writing.

4. Establishment Fee and Licence Fee

- 4.1. The Licensee shall pay to Council the Establishment Fee (without deduction or set-off) forthwith and immediately to Council's bank account as specified by Council to the Licensee in writing. This is an essential term of this Licence.
- 4.2. The Licensee shall pay to Council the Licence Fee in advance on the Licence Fee Payment Dates at the Licence Fee Payment Frequency and in the corresponding Licence Fee Instalment Amounts to Council's bank account as specified by Council to the Licensee in writing from time to time. All Licence Fees shall be paid without deduction or set-off.

5. Outgoings and Insurance

- 5.1. The Licence Fee is a gross fee which includes all outgoings (other than utilities). If the outgoings relating to the Licensed Area increase as a result of any act, activity, neglect, inactivity, or omission, by the Licensee in connection with the Licensed Area the Licensee must pay on demand all extra outgoings (and GST) arising as Council shall reasonably determine.
- 5.2. The Licensee shall be responsible for arranging the supply of any utilities that may be required from Local Authorities or other providers, and shall pay all fees and charges associated with this including, without limitation, line charges.
- 5.3. Unless otherwise expressly provided to the contrary in this Licence or the Reference Schedule, the Licensee must keep, at their own expense, a current policy of public liability insurance for the amount specified in the Reference Schedule for the duration of this Licence and Council shall be entitled to require the Licensee to provide evidence that they have this cover.
- 5.4. Unless otherwise expressly provided to the contrary in this Licence or the Reference Schedule, the Licensee must keep, at their own expense, a current policy for the full replacement value of the Licensee's Works and any other Licensee's improvements on the Licensed Area.]

6. Services

- 6.1. The Licensee acknowledges and agrees that Council shall have no liability and the Licensee shall not be entitled to any compensation (including, without limitation, by way of abatement or refund of the Establishment Fee or the Licence Fee) in connection with any reduction or cessation of services (if any).
- 6.2. Any existing sewers, stormwater, water pipes, cables and other underground services and structures shown on any plans are for the information of the Licensee. The relevant service authorities have supplied this information, but their positions and completeness are not guaranteed.
- 6.3. It shall be the Licensee's responsibility to ascertain the existence and location on site of all utilities and services before commencing occupation, to promptly inform Council of the location of all such utilities and services, and to protect these utilities and services from damage. The Licensee shall be responsible for any damage caused to utilities and services during the Term or any subsequent term. The Licensee shall promptly inform Council of any on site damage that may occur to any utilities and services.

7. Default Interest and GST

- 7.1. If any Establishment Fee, Licence Fee, or other monies payable by the Licensee remain unpaid for five (5) working days after their due date, then the Licensee will pay to Council interest on those monies at the Default Interest Rate calculated from the due date to the date of payment and Council may recover the monies in arrears and interest as a liquidated sum.
- 7.2. The Licensee shall, at the time it falls due for payment, pay to Council or as Council shall direct, all goods and services tax payable on the Establishment Fee, Licence Fee and any other amounts payable under the Licence.

8. Permitted Use

8.1. Where a Permitted Use is specified in the Reference Schedule the Licensee shall not use the Licensed Area for any other use or purpose than the Permitted Use without the prior written consent of Council.

9. Assignment

9.1. This Licence is personal to the Licensee, and the Licensee may not assign, transfer, sub-licence or otherwise share their rights under this Licence to or with any other party unless agreed to in writing by Council. If the Licensee is a company any change in the shareholding of the Licensee which causes a change in control of the Licensee will constitute a deemed assignment of this Licence requiring the consent of Council.

10. Licensee's Responsibilities and Obligations

- 10.1. The Licensee warrants and undertakes that the Licensee:
 - (a) Will at its cost keep the Licensed Area well and securely fenced and will keep and maintain all fences, gates, drains and other improvements (if any) erected on the Licensed Area 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 Licensed Area 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 Licensed Area or cause or allow any act on the Licensed Area 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 Licensed Area or adjoining land.
 - (c) Will at all times keep the Licensed Area free of all noxious weeds, plants and vermin and at the Licensee'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 Licensed Area 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 Licensee's use of the Licensed Area 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 Local Authority rules and bylaws; and
- (ii) complying with all legislation, regulations and bylaws in relation to health and safety, including (without limitation) all obligations imposed under the Health and Safety at Work Act 2015, and will take all necessary steps to ensure that the obligations imposed upon Council as owner under the Health and Safety at Work Act 2015 will at all times be complied with, 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 its failure to so comply with any of the foregoing obligations in this clause.
- (f) Will at the Licensee's cost, obtain and comply with all resource consents, permits and other planning approvals and licences and permissions required for the Licensee's use of the Licensed Area.
- (g) Shall comply with all requirements recorded in any tender (if any) for this Licence.
- (h) Shall at their own cost keep the Licensed Area, including any improvements or structures (if any) on it free from damage or rubbish, and must at Council's option either promptly repair any damage caused by them or any person using the Licensed Area under this Licence or compensate Council for such damage and any associated repair costs.
- (i) Shall not remove any improvements (if any) owned by Council from the Licensed Area and shall at Council's option either replace any damaged or lost improvements owned by Council with others of like value or compensate Council for such damage and any associated repair or replacement costs. The Licensee must advise Council of any and all changes in relation to such improvements.
- (j) Shall notify Council as soon as practicable, of any hazards arising upon the Licensed Area identified by the Licensee, its agents, contractors, guests, tenants or invitees.
- (k) Shall notify Council if any damage occurs to the Licensed Area or any injury or harm occurs to any person on the Licensed Area, of the details of the damage, injury, or harm, and, to the best of the Licensee's knowledge, details of how it occurred as soon as practicable after the Licensee becomes aware of such damage.
- (I) Shall not do anything upon the Licensed Area which may prejudice, or invalidate any insurance policy held by Council, nor, except with Council's prior written approval, do anything on the Licensed Area that would cause the premium of any insurance policy held by Council in respect of the Licensed Area to be likely to increase. The Licensee must pay on demand all extra premiums payable due to any breach of this clause.
- (m) Shall ensure that all Licensee's Works and any other work on the Licensed Area shall be carried out in a professional and workmanlike manner and in accordance with relevant industry standards and regulatory requirements.

- 10.2. The Licensee shall at all times at the Licensee's own expense without being entitled to any compensation in respect thereof do all things necessary to:
 - (a) eradicate from the Licensed Area 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 Licensed Area 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.

10.3. 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 Licensee in the course of this Licence, the Licensee shall protect this vegetation from any damage occurring as a result of their occupation of the Licensed Area.

11. Licensee Works

- 11.1. The Licensee shall not make any alteration or addition to the Licensed Area without Council's prior written approval.
- 11.2. Council consents to the Licensee completing the Licensee's Works subject to clauses 11.2(a) to 11.2(g).
 - (a) Council's consent under this Licence is in Council's capacity as Licensor and the Licensee must still obtain any consents required from Council in its capacity as the local authority.
 - (b) The Licensee must submit a programme for completion of the Licensee'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 Licensee's Works.
 - (c) The Licensee must use suitably qualified persons to carry out the Licensee's Works and ensure that the Licensee's Works are completed to a good and workmanlike standard to the reasonable satisfaction of Council.
 - (d) Without limitation to clauses 10.1 and 11.1 the Licensee shall be responsible for notifying any relevant authorities prior to the commencement of any work on the

- Licensed Area that would require a consent, and shall comply with any additional requirements imposed by those authorities.
- (e) Should any services be required to be supported or relocated, then the Licensee shall liaise with the appropriate authority to gain approval, and shall comply with all instructions issued by the relevant authority.
- (f) Where other existing services are disrupted or damaged in any way by the operations of the Licensee, they shall be repaired and reinstated to the satisfaction of Council and the appropriate Local Authority or service authority, entirely at the expense of the Licensee, including the cost of any supervision and/or inspections.
- (g) The Licensee shall maintain the Licensee's Works in good condition.
- (h) After completing the Licensee's Works, the Licensee must repair any damage caused to the Licensed Area to the satisfaction of Council and in compliance with the requirements of any relevant authorities.

12. Council's Use of the Licensed Area

12.1. The Licensee acknowledges and agrees that save to the extent inconsistent with this Licence, Council's rights and interest in the Land and the Licensed Area and right to use, administer, and deal with the Land and the Licensed Area are preserved and in no way restricted, reduced or fettered and Council shall have no obligation or duty to the Licensee with respect to the same.

13. Access

- 13.1. Council reserves the right, without notice to the Licensee, for Council staff or their contractors (including all required machinery, vehicles, equipment and tools) to enter the Licensed Area at any time to carry out maintenance. Every effort shall be made to keep the Licensee informed of such operations and to not interfere with the legitimate activities of the Licensee on the Licensed Area. The Licensee shall not be entitled to compensation (including, without limitation, by way of abatement or refund of the Establishment Fee or the Licence Fee) for any activities carried out by Council in accordance with this clause.
- 13.2. An on-site inspection may be carried out by Council at the commencement and expiry of this Licence and at any other time which it deems appropriate during the Term or any subsequent term, to identify the condition of the Licensed Area including its improvements (if any).
- 13.3. Council may carry out any works on the land adjacent to or near the Licensed Area. Council will take all reasonable steps to ensure that such works are carried out in a way that causes a minimum of inconvenience to the Licensee where practicable. The Licensee agrees not to take any injunction, proceedings or otherwise make any objection to the works, and will not make any claim for compensation (including, without limitation, by way of abatement or refund of the Establishment Fee or the Licence Fee).

14. Indemnity

14.1. To the maximum extent permitted by law, the Licensee indemnifies Council against any loss, claim, damage, expense, fine, penalty, liability or proceeding suffered or incurred at any time by Council as a direct or indirect result of any breach of the Licensee's obligations,

undertakings or warranties contained or implied in this Licence, or as a direct or indirect result of the Licensee activities on the Licensed Area.

15. Default, Termination, and Expiry

- 15.1. The Licensee must meet all costs and expenses (including legal costs on a solicitor/client basis) which Council may incur in enforcing its rights under this Licence.
- 15.2. In the event that the Licensee breaches any of the terms and conditions of this Licence or any warranty contained herein including, without limitation, in clause 10.1, Council may (in addition to its other rights) do either or both of the following:
 - (a) give the Licensee notice (including, without limitation, by email) requiring them to remedy such breach within a reasonable period of time, and if the Licensee fails to do so then Council may remedy any breach and recover the costs from the Licensee;
 - (b) immediately terminate this Licence by notice in writing (including, without limitation, by email) and/or remedy any damage and recover the costs from the Licensee.
- 15.3. The costs of any work required by Council to remedy any failure by the Licensee to comply with the terms of this Licence, including but not limited to the failure to remove Licensee's Works and any other structures or improvements as required under clause 15.4 may be recovered by Council as a debt of a liquidated sum amount.
- 15.4. Subject to a written notice from Council to the contrary, the Licensee must remove any Licensee's Works or any other structures or improvements installed for or on behalf of the Licensee, from the Licensed Area, no later than fourteen (14) days after the termination or expiry of this Licence, and must make good any damage caused by their installation or removal, leaving the Licensed Area in a clean and tidy condition to the satisfaction of Council and in compliance with the requirements of any relevant authorities. If the Licensee fails to comply with its obligations under this clause 15.4, Council may remove any of the Licensee's Works or any other structures or improvements installed for or on behalf of the Licensee, from the Licensee Area and the Licensee indemnifies Council for any costs or claims incurred by Council in relation to such works by Council. For the sake of clarity, the Licensee acknowledges that it is not entitled to any compensation from Council for the Licensee's Works.

16. General

- 16.1. Council makes no warranty or representation that the Licensed Area is fit for any particular use, and the Licensee acknowledges that they have entered into this Licence completely in reliance upon their own investigations, skill and judgment. The Licensee agrees to occupy and use the Licensed Area at their own risk, and releases Council from any claim for any loss or damage they may suffer or incur.
- 16.2. For the avoidance of doubt, the Licensee acknowledges that this Licence is entered into by Council in its capacity as land owner and not as regulatory authority. The two roles of Council are different, and any consent or approval given by Council in relation to this Licence in its capacity as licensor under this Licence does not waive or imply Council's consent or approval in its capacity as regulatory authority.
- 16.3. The Licensee agrees not to take or participate in any action (including, without limitation, lodging any objection to any statutory authority) which may have the effect of preventing or interfering with Council's future plans for the Licensed Area or any adjoining land.

- 16.4. In the event the Licensed Area is damaged to the extent that Council deems, at its discretion, that it is no longer appropriate for the Licensee to continue to use the Licensed Area, Council may immediately terminate this Licence by notice in writing (including, without limitation, by email) at Council's discretion.
- 16.5. This Licence is the entire agreement (and replaces all earlier negotiations, representations, warranties, understandings and agreements) between the Licensee and Council regarding the Licensee's use of the Licensed Area. Any amendments to this Licence must be recorded in writing and signed by both the Licensee and Council.
- 16.6. Any covenants and powers implied in licences by virtue of the provisions of the Property Law Act 2007, or any other Act, legislative instrument or bylaw which are not to the benefit of Council are (to the maximum extent permitted by law) expressly excluded from this Licence.

16.7. The parties agree that:

- (a) this Licence may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same document. A party may enter into this Licence by signing a counterpart copy and sending it to the other party, including by email; and
- (b) the production of a scanned and emailed copy or copies of the Licence signed by all parties shall be deemed to be sufficient to satisfy the requirements of the Property Law Act 2007.
- 16.8. In the event a dispute arises between the parties, if Council requires it then the parties agree to in the first instance negotiate in good faith for a period of at least ten (10) working days. Following this if the parties cannot reach resolution, Council shall instigate arbitration and shall appoint an appropriate arbitrator to assist in resolving the dispute.

17. Legal Costs

17.1. The Licensee must pay Council's legal costs in relation to the negotiation, preparation and execution of this Licence.

18. Guarantee and Indemnity

- 18.1. In consideration of Council entering into this Licence at the Guarantor's request, the Guarantor (if any):
 - (a) guarantees the payment of the Establishment Fee, Licence Fee and all other monies (howsoever described) and the performance by the Licensee of all of its obligations under this Licence; and
 - (b) indemnifies Council against any loss Council might suffer should the Licence be lawfully disclaimed or abandoned by any liquidator, receiver, or other person.
- 18.2. In consideration of Council entering into this Licence at the Guarantor's request, the Guarantor covenants with Council that:
 - (a) no release, delay, or other indulgence given by Council to the Licensee or to the Licensee's successors or assigns or any other thing by which the Guarantor would have

been released had the Guarantor been merely a surety shall release, prejudice, or affect the liability of the Guarantor as a guarantor or as indemnifier;

- (b) as between the Guarantor and Council the Guarantor may for all purposes be treated as the Licensee and Council shall be under no obligation to take proceedings against the Licensee before taking proceedings against the Guarantor;
- (c) the guarantee and indemnity is for the benefit of and may be enforced by any person entitled for the time being to enforce the Licence and/or receive the monies payable under the Licence;
- (d) an assignment of the Licence shall not release the Guarantor from liability;
- (e) should there be more than one Guarantor their liability under this guarantee and indemnity shall be joint and several; and
- (f) this guarantee and indemnity shall extend to any continuation of the Licence including, without limitation, under clause 3.7, past any specified expiry date or earlier termination date and shall survive any termination of the Licence.

Dated this	day of	2024
Signed for and behalf o Waimakariri District Coby its Authorised Office	ouncil	
Name of Authorised Of	fficer	Signature of Authorised Officer
 Name of Authorised Of	fficer	Signature of Authorised Officer
in the presence of:		
Witness:		
Signature:		
Name:		
Occupation:		
Address:		

Signed by Waikuku Beach Surf Life Saving Club as Licensee:

Signature of Licensee

Schedule 1 Plan



Schedule 2 Licensee's Works

[Insert description of Licensee's Works]



WAIMAKARIRI DISTRICT COUNCIL

REPORT FOR DECISION

FILE NO and TRIM NO: GOV-26-09-06 / 240212019930

REPORT TO: Woodend-Sefton Community Board

DATE OF MEETING: 9 April 2024

FROM: Kay Rabe (Governance Advisor)

SUBJECT: ANZAC Day Services 2024

SIGNED BY:

(for Reports to Council, Committees or Boards)

Department Manager

Chief Executive

1. SUMMARY

The purpose of this report is to appoint the Woodend-Sefton Community Board (the Board) representation to attend the 2024 Anzac Day services around the Woodend-Sefton area and for the representative(s) to lay wreaths on behalf of the community.

2. **RECOMMENDATION**

THAT the Woodend-Sefton Community Board:

- (a) Receives report No. 240212019930.
- (b) **Appoints** Board member(s)......to attend the Woodend Anzac Service to be held at 6pm on Wednesday, 24 April 2024, at the Woodend Community Centre and to lay a wreath at the War Memorial in Woodend after the service. Noting that a Council representative will also be laying a wreath.
- (c) **Appoints** Board member(s) to attend the Sefton Domain Service to be held at 6pm on Wednesday, 24 April 2024and to lay a wreath on behalf of the community. Noting that the wreath will be laid in conjunction with a Council representative.
- (d) **Appoints** Board member(s)...... to attend the Pegasus dawn service at the lake, to be held at 5.50am on Thursday, 25 April 2024, at Pegasus Lake to lay a wreath on behalf of the community. Noting that the wreath will be laid in conjunction with a Council representative.

3. BACKGROUND

- 3.1 Anzac Day will be commemorated on Thursday, 25 April 2024, and it is normal for a representative of the Community Boards to attend the services and lay wreaths on behalf of the community.
- 3.2 Representatives from the Community Boards will be laying wreaths on behalf of the community at the Woodend, Kaiapoi Citizens, Oxford and Rangiora services, which Councillors will also attend. Community Boards representative will also lay wreaths in conjunction with the Council representatives at the other Anzac Day services.

4. ISSUES AND OPTIONS

- 4.1 Three services will be held in the Waimakariri District on Wednesday, 24 April 2024. The first will be at Ohoka Hall (Mill Road), followed by services at the Sefton Domain and the Woodend Community Centre.
- 4.2 All other services will be held on Thursday, 25 April 2024, with the service in Rangiora taking place at the Rangiora Cenotaph. However, the Council and the Rangiora-Ashley Community Board will also be laying a wreath at the Wall of Remembrance at the Rangiora High School.
- 4.3 The Kaiapoi Citizens' Service will be held at 10am at the Kaiapoi Cenotaph (Trousselot Park). However, elected members are also invited to the dawn service at 6.30am at the War Memorial on Raven Quay.
- 4.4 The primary service in Oxford will be held at the Oxford Cenotaph. A more intimate service will be held at the Cust Cenotaph, proceeding to the West Eyreton Memorial Gates for a wreath blessing and a community cuppa in the West Eyreton Hall.

4.5 The times of the services are:

Wednesday	Ohoka Hall	11am
24 April 2024:	Woodend Community Centre	6pm
	Sefton Domain Service	6pm
Thursday	Pegasus Dawn Service	5:50am
25 April 2024:	Kaiapoi War Memorial Service	6.30am
	Oxford Cenotaph Service	9am
	Rangiora High School Service	9.30am
	Kaiapoi Citizens' Service	10am
	Cust Cenotaph Service	10am
	Fernside Service	10am
	Rangiora Cenotaph Service	11.30am
	West Eyreton Service	12pm
	Tuahiwi (Urupa)	2pm

4.6 Implications for Community Wellbeing

The commemoration of Anzac Day has been ingrained in New Zealand culture since 1916. Many community members attend parades and/or commemorative ceremonies to acknowledge the sacrifices made by New Zealand's armed forces.

4.7 The Management Team have reviewed this report and supports the recommendations.

5. **COMMUNITY VIEWS**

5.1 Mana Whenua

Te Ngāi Tūāhuriri hapū may be affected by or have an interest in the subject matter of this report. Many Ngāi Tūāhuriri ancestors fought in both World Wars, and their legacy should be honoured. Hence, the Council and the Kaiapoi-Tuahiwi Community Board representatives will attend the Anzac Day Service at the Tuahiwi Urupa.

5.2 Groups and Organisations

Staff assist the local RSA representatives with traffic management plans, advertising services, and service sheets.

5.3 Wider Community

The events will be advertised before the day, outlining the time and place of ceremonies in the Waimakariri District and inviting all community members to attend one or more services.

The community expect Anzac Services to be held in the district and for the Council to support the events, as it has done for decades, alongside the RSAs. These are public events, and everyone is welcome to attend.

6. OTHER IMPLICATIONS AND RISK MANAGEMENT

6.1 Financial Implications

The Council's Governance budget covers the costs for wreaths, advertising, traffic management, and service sheets, and we are not seeking funding from the Woodend-Sefton Community Board for these costs.

The Council's Greenspace Team undertakes maintenance work at the various memorial sites and cenotaphs prior to ANZAC Day to ensure the public areas are showcased at their best. However, this work is considered part of annual maintenance. The Council's Greenspace Team also provides annual grants of \$4,000 to the various RSA for miscellaneous costs of hosting the ANZAC Day services and pianos are tuned ahead of various community halls being utilised alongside the services.

6.2 Sustainability and Climate Change Impacts

The recommendations in this report do not 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 would fall under the auspices of the local RSA, which will host the various services.

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.

7.4 Authorising Delegations

Not applicable.

WAIMAKARIRI DISTRICT COUNCIL

REPORT FOR DECISION

FILE NO and TRIM NO: GOV-26-09-06 / 240228030633

REPORT TO: WOODEND-SEFTON COMMUNITY BOARD

DATE OF MEETING: 9 April 2024

AUTHOR(S): Kay Rabe, Governance Advisor

SUBJECT: Application to the Woodend-Sefton 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 an application for funding received from:

Name of Organisation	Purpose	Amount requested
Woodend Community Association	Towards hosting a Community Cultural and Hangi Day	\$1,000
Total:		\$1,000

Attachments:

- i. Application from the Woodend Community Association (Trim Ref: 240228030309).
- ii. Spreadsheet showing previous two years' grants.
- iii. Board funding criteria 2023/24 (Trim Ref: 210603089821).

2 **RECOMMENDATION**

THAT the Woodend-Sefton Community Board:

- (a) **Receives** report No. 240228030633.
- (b) **Approves** a grant of \$...... to the Woodend Community Association towards hosting a Community Cultural and Hangi day.

OR

(c) **Declines** the application from the Woodend Community Association.

3 BACKGROUND

- 3.1 The **Woodend Community Association** is seeking funding to host a Community Cultural and Hangi Day at Woodend School in April 2024.
- 3.2 The current balance of the Woodend-Sefton Community Board's Discretionary Grant Fund for 2023/24 is \$1,660.

4 ISSUES AND OPTIONS

Woodend Community Association (the Association)

4.1 <u>Information presented by the Association:</u>

- 4.1.1 The Association held its first Community Cultural Day in 2019, which proved to be a huge success and wishes to bring the community together after the disruption of Covid. The Association will be inviting all the students at Woodend School, whānau and the wider community. The students will be extensively involved with all aspects of organising the event, including vegetable preparation, and digging the hangi pit.
- 4.1.2 During the weeks leading up to the event, students will be provided with a range of learning opportunities, including the history of the Kaiapoi pā and how this was once a significant trading area. There will also be tikanga (cultural) activities, including kapahaka, choir and jump jam performances. After the meal, there will be time for members of the community to interact.
- 4.1.3 The students will benefit from assisting with the organisation of the event, learning responsibility, time management and teamwork to ensure the event's success. The benefit to the community will be encouraging and enabling interaction and allowing the community to identify with Woodend and its surroundings.
- 4.1.4 The overall event cost is expected to be approximately \$4,130, and the Association will approach local businesses for sponsorship and the community for donations. If this application is unsuccessful, the event will still proceed.

4.2 Council Evaluation:

- 4.2.1 The application complies with the Board's Discretionary Grant Application Criteria, as it is from a community-based group associated with the school and not the school itself. The Ministry of Education does not fund the activity.
- 4.2.2 In November 2019, the Association successfully applied for \$500 in funding to host a previous Community Cultural and Hangi Day, and the Accountability Form was received.
- 4.2.3 The current balance of the Board's Discretionary Grant Fund for 2023/24 is \$1,660. If the application is approved, there will only be \$160 available for the remaining three months of the financial year.
- 4.3 The Board may approve or decline grants as per the grant guidelines.

4.4 Implications for Community Wellbeing:

There are social and cultural implications, as community events provide an opportunity for social interaction and build a sense of community. Participating in community events assists in reducing feelings of isolation and encourages social mixing.

4.5 The Management Team has reviewed this report.

5 <u>COMMUNITY VIEWS</u>

5.1 Mana Whenua

Te Ngāi Tūāhuriri hapū is likely to have an interest in the subject matter of this report as the proposed Community Cultural and Hangi Day supports the history and cultural identity of the Māori people.

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 Woodend community is likely to be affected by or interested in the report's subject, as community events have a rich cultural history and will provide an opportunity for social interaction and building a sense of community.

6 OTHER IMPLICATIONS AND RISK MANAGEMENT

6.1 Financial Implications

- 6.1.1 The 2023/24 Annual Plan includes a budget provision of \$7,610 for the Woodend-Sefton Community Board to approve grants to community groups for the financial year.
- 6.1.2 The current balance of the Woodend-Sefton Community Board's Discretionary Grant Fund for 2023/24 is \$1,660, and if the application is approved, the balance will be \$660. It should be noted that there are a further three months until the end of the financial year in which to spend the balance of the fund.
- 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, groups can apply twice a year, provided it is 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 not 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 Woodend School and the Woodend Community Association.

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.

TRIM: 240228030309 / GOV-26-09-05

Groups applying for Board Discretionary Grant \$62023/2024

Name of group: Woodend Community Association						
Address:						
Contact person within organisation: _						
Position within organisation: Secretary-Treasurer Contact phone number: Email:						
Please see attached pages.						
What is the timeframe of the project/event date? Friday	/ April 12th 2024					
Overall cost of project: \$4130	Amount requested: \$1000					
How many people will directly benefit from this project?	700+					
, , ,	wural/ethnic minorities					
Other (please specify):						
If this application is declined, will this event/project still of	occur? 🗹 Yes 🗌 No					
If No, what are the consequences to the community/orga	nisation?					
What are the direct benefit(s) to the participants? Please see additional pages.						

TRIM: 240228030309 / GOV-26-09-05

What is the	e benefit(s) to your organisation?	57
Greater aw	vareness of community interests. Poten	tial for membership increases.
What are th	ne benefit(s) to the Woodend-Sefton o	community or wider district?
_	community spirit, Cultural awareness a e communities.	nd inclusion. increasing togetherness and supporting local education
Is your grou	up applying under the umbrella of and	other organisation (that is Charity/Trust registered)? Yes No
If yes, name	e of parent group:	
What is the	e relationship between your group and	I the parent group?
have applie		en towards this project/event? List any other organisations you this project and the amount applied for, including applications to
Local busir	ness and community donations.	
project fund	pplied to the Woodend-Sefton Comm ding in the past 18 months? Yes Yes	unity Board or any other Waimakariri Community Board for other 🗹 No
Enclosed		ch as a balance sheet or income and expenditure statement not be processed without financial statements)
	✓ Other supporting information	
✓ I am aut	horised to sign on behalf of the group	organisation making this application.
✓ I declare	e that all details contained in this appli	cation form are true and correct to the best of my knowledge.
•	that successful applicants will be requ ability Report.	ired to report back to the Community Board by completing a simple
✓ I accept	that information provided in this applic	ation may be used in an official Council report available to the public.
	te: A signature is not required if you look you are giving your authority to the	submit this form electronically. By entering your name in the is application.
Signed:	9Stacey	Date: <u>28/02/2024</u>



COMMUNITY CULTURAL AND HANGI DAY 2024

FRIDAY 12TH APRIL

After our hugely successful community hangi in 2019 the Woodend Community Association would like to run a 'Community cultural and hangi day' to be held at Woodend School on the Friday 12th April. It has not been possible to bring our community together due to many years of covid uncertainty. We envisage this running as it was in 2019 as a community day, where the invitation to attend would be extended to all students, whānau and all our wider community.

The children will be involved in all aspects of the organisation for our hangi including vegetable preparation and digging the pit. During the week leading up to the hangi students will also be provided a range of learning opportunities to learn about the Kaiapoi pā and how this was a significant trading area traditionally. There will also be tikanga (cultural) activities as well as kapahaka, choir and jump jam performances. Kaiapoi High and students from Te Pa o Rakaihauto will be involved through Kahui Ako connections. After eating, there is time for all members of the community to interact with each other giving a wider sense of community.

In order for us to run this event with a growing school roll of over 470, we are asking for donations or sponsorship so that we can provide the food. These donations could be either monetary or by donating bulk produce.







WOODEND COMMUNITY ASSOCIATION, C/O MR K J STACEY, 24 PANCKHURST DRIVE, WOODEND, KAIAPOI, 7610

Non Profit Org A/C

ACCOUNT NAME
WOODEND COMMUNITY ASSOCIATION

ACCOUNT NUMBER 02-0876-0198138-000

STATEMENT NO. 299
FOR THE PERIOD
29 DECEMBER 2023 TO 31 JANUARY 2024

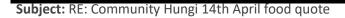
OPENING BALANCE

1,639.13

Date	Name of Other Party	Туре	Particulars	Code	Reference	Withdrawals	Deposits	Balance
03 Jan	Services Fee - See		Internet Ban	king message	for details	0.40		1,638.73
17 Jan	PATERSON R J	DC	H Smith		Howard Jill		10.00	1,648.73

CLOSING BALANCE 1,648.73

The Bank's base rate is currently 12.150 percent per annum. The interest rate on this account is 10.000 percent p.a above the base rate. There is no required payment applicable to this statement period provided the limit has not been exceeded. These rates are less than the finance rate within the meaning of the Credit Contracts Act 1981. This only applies if you entered into your facility agreement prior to 1 April 2005. If you have any questions please contact your nearest branch or call 0800 800 468.



Hi again.

Here's a price indication for your Hangi event. Please note that prices are subject to change as Vege pricing is especially volatile. Pricing is GST incl.

Rolled Lamb \$600.00 Rolled Pork \$400.00

Chicken Pieces \$1650.00 (based on semi boned thighs) 110kg – there are cheaper ways of

doing this.

Washed Spuds \$300.00 Washed Carrots \$90.00

Cabbage \$180.00 (expect the price to ease)
Pumpkin \$250.00 (price should ease)

Knives, Forks and Plates \$300.00 Tinfoil Trays \$75.00 Serviettes \$60.00 Ice Blocks (mini) \$225.00

Total: \$4130.00 (biggest opportunity to save is on chicken, per kg is cheap but with 200g pieces it adds up quickly).

I hope that helps.

Cheers, Justin

2021,22			61				
	Meeting considered	Group	Project		Amount Requested	Amount Granted	Running Balance
			(2021/22) \$4,180 + Carry forward \$2300 = \$6,480				\$6,480
	12-Jul	Nil					
	9-Aug	Returned as event cancelled Waimakariri Older Person's Expo Committee	Older Person's Expo		\$500	\$ 500.00	\$ 5,980.00
	13-Sep	Meeting Cancelled					
	11-Oct	Pegasus Bay School	Withdrawn Pegasus Bay Art Show		\$500	-	\$ 5,980.00
	11-Oct		Delivery of the Healthy Harold Programme		\$500	\$500	\$ 5,480.00
Woodend-Sefton Community Board	8-Nov	Nil					
10.138.100.2410	13-Dec	Nil					
	15-Feb	Nil					
	11-Apr	Pegasus Residents Group	Battery for AED	5-Jul-22	\$635	\$635	4,845.00
	11-Apr	Woodend Netball Club	Kiwi netball hoop and nets	22.09.22	\$500	\$500	4,345.00
	11-Apr	Ronel's Community Cuppa	Community Event costs	14.11.22	\$500	\$500	3,845.00
	9-May						
	6-Jun	St Barnabas Church	Soil and seed	24.08.22	\$ 500.00	\$690	3,135
	6-Jun	Good Night Sleep Tight	Towards winter night kits		\$ 500.00	\$810	\$2,325

2022/25			62				
	Meeting considered	Group	Project	Accountabilit y Received	Amount Requested	Amount Granted	Running Balance
			(2022/23) \$ 4,300 + Carry forward \$2,325 = \$6,625				\$6,625
	1-Jul	North Cantarbury Enderation	Hire of hall and craft supplies	3.11.22	\$200.00	\$200.00	\$6,425
	11-Jul	l Woodend School	Glentui Camp		\$500	Declined	\$ 6,425.00
	8-Aug	21	Towards safety signage for support vehicle		As much as possible	715	5,710
Woodend-Sefton	12-Dec		Towards replacing the pool heating system	21.03.23			
Community Board		Sefton School	<u> </u>	 '		\$500	\$5,210
10.138.100.2410	March			- : /27/2000	0050	9500	1 - 1 - 10 00
	<u> </u>	Relay for Life event	Costs of hosting	31/07/2023	\$ \$250	\$500	\$ 4,710.00
	8-May	/ Woodend Netball Club	Uniforms	16/08/2023	\$ \$500	\$500	\$4,210
	8-May	North Canterbury Adventure Club	Sporting Equipment		\$855	Declined	\$4,210
	8-May	Menzshed Pegasus Woodend Community Trust	tools and equipment	26.07.23	\$500		
	8-May		towards hosting a Matariki Community Event		\$500	\$500	3,210.00
7	(1		1	1	1

Towards new uniforms

12-Jun Sefton Netball Club

			63		T		I
	Meeting considered	Group	Project	Accountability Received	Amount Requested	Amount Granted	Running Balance
			(2023/24) \$ 4,400 + Carry forward \$2,710 =				\$7,610
	10-Jul	North Canterbury Federation of Womens Institute	Hall hire, advertising and tutor costs	9.01.2024	\$200.00	\$200.00	\$7,410
	10-Jul	Waikuku Beach Surf Life Saving Club	New Garage Door		\$4,500.00	\$750.00	\$6,660.00
	10-Jul	Waikuku Beach Indoor Market	shelving and display cases		500	\$ 500.00	\$ 6,160.00
	14-Aug	Coastguard North Canterbury	towards upgrading the swift water rescue vessel		\$500	\$ 500.00	\$ 5,660.00
	14-Aug	Pegasus Bay Art Show	Towards printing costs	11-Oct-23	\$500	\$ 500.00	\$ 5,160.00
	14-Aug	Waimakariri Access Group	Towards running an Inclusive Sports Event		\$500	\$ 500.00	\$4,660
	11-Sep	Woodend Volunteer Fire Brigade	Christmas Lights		\$500	\$ 500.00	\$4,160
	11-Sep	Woodend Playcxentre	Fencing		\$5,000	\$ 500.00	\$3,660
Woodend-Sefton Community Board 10.138.100.2410	4-Dec	Sefton Cricket Club Junior Section	towards equipment for junior cricket teams		\$750	\$ 750.00	2,910.00
	4-Dec	Sefton School	Towards replacment of pool cover	23-Feb-24	\$750	\$ 750.00	2,160.00
	13-Feb	Pegasus Dragons	towards attending the National Dragon Boating Compition	2-Apr-24	\$750	\$ 500.00	1,660.00
		Woodend Community	Community Cultural				

and Hangi Day

\$1,000

Phone 0800 965 468



Woodend-Sefton 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 can fund:	Examples (but not limited to) of what the Board cannot fund:
✓ New equipment/materials	≭ Wages
√ Toys/educational aids	Debt servicing
✓ Sporting equipment	 Payment for volunteers (including arrangements in kind eg petrol vouchers)
✓ Safety equipment	 Stock or capital market investment
√ Costs associated with events	✗ Gambling or prize money
√ Community training	Funding of individuals (only non-profit organisations)
	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 Woodend-Sefton Community Board, including information on applications to other
 Community Boards.
- Grant applications will be considered every month by the Woodend-Sefton 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-26-09-06 / 240307035257

REPORT TO: WOODEND-SEFTON COMMUNITY BOARD

DATE OF MEETING: 9 April 2024

AUTHOR(S): Kay Rabe, Governance Adviser

SUBJECT: Ratification of the Woodend-Sefton Community Board's submission to the

Northern Pegasus Bay Bylaw

Department Manager Chief Executive

1 SUMMARY

SIGNED BY:

The purpose of this report is to retrospectively ratify the Woodend-Sefton Community Board's (the Board) submission to the Northern Pegasus Bay Bylaw Review.

Attachments:

 Woodend-Sefton Community Board's Submission to the Northern Pegasus Bay Bylaw Review (24022903113).

2 **RECOMMENDATION**

THAT the Woodend-Sefton Community Board:

- (a) Receives report No. 240307035257.
- (b) **Retrospectively ratifies** its submission to the Waimakariri District Council on the Northern Pegasus Bay Bylaw Review (Trim 24022903113).
- (c) **Notes** that a Board representative will present its submission at the Northern Pegasus Bay Bylaw Review hearing being heard and considered in April 2024.

3 BACKGROUND

- 3.1 The Northern Pegasus Bay Bylaw 2016 (amended 2023) regulates recreational activities along the district's coastal strip, which includes the environmentally significant Ashley—Rakahuri River Estuary.
- 3.2 Since its introduction in 2010, the bylaw has been instrumental in improving coastal management for Northern Pegasus Bay. However, environmental, health, safety, and implementation issues still affect the coastal area, and consideration needs to be given to what additional regulatory and non-regulatory measures could be taken to resolve or reduce the issues.
- 3.3 The Council reviewed the Northern Pegasus Bay Bylaw in 2023/24 to determine how these rules are affecting communities using the district's beaches. Public consultation for the review of the Bylaw, therefore, opened on 22 December 2023 and closed on 1 March 2024.

4 ISSUES AND OPTIONS

- 4.1 At the Board's meeting on 13 February 2024, the Board agreed to submit on the Northern Pegasus Bay Bylaw review. Therefore, the Board held a workshop on Wednesday, 28 February 2024, to discuss and collate its submissions. Subsequently, a draft submission, based on members' views, was circulated to Board members for review and comment, whereafter the submission was finalised.
- 4.2 The final submission was approved by the Chairperson on Thursday, 29 February 2024, and was lodged with the Waimakariri District Council later that day.
- 4.3 The Board's goal is to actively participate in and advocate in areas that affect its community. The Board is aware of the concern regarding breeding birds in the Ashley estuary and the danger that vehicles and dogs pose to this delicate environment, and therefore, its submission supported the community's concerns.
- 4.4 The Board is now requested to ratify the attached submissions retrospectively.

4.5 Implications for Community Wellbeing:

There are social and cultural implications on community wellbeing by the issues and options that are the subject matter of this report, given that the Ashley Estuary is used for recreational purposes.

4.6 The Management Team have reviewed this report.

5 COMMUNITY VIEWS

5.1 Mana Whenua

Te Ngāi Tūāhuriri hapū are likely to be affected by or have an interest in the subject matter of this report, given that the Northern Pegasus Bay Bylaw review impacts on white baiting and fishing in the area and the protection of a delicate ecosystem. However, the Te Ngāi Tūāhuriri Rūnanga and Fenton Reserve Trustees are members of the Northern Pegasus Bay Advisory Group.

5.2 **Groups and Organisations**

The Northern Pegasus Bay Advisory Group was established to represent the groups and organisations most affected by this Bylaw.

5.2 Wider Community

The wider community is likely to be affected by or 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 about the prohibited and restricted activities of the Bylaw and the impact on the coastal environment where breaches of the Bylaw occur.

6 <u>IMPLICATIONS AND RISKS</u>

6.1 Financial Implications

There are no financial implications of the decisions sought by this report.

6.2 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 the International Union for the Conservation of Nature (IUCN) recognises 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.

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-related issues 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

The Local Government Act (2002) states that a Community Board should represent and advocate for the interests of its community.

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 to advocate on behalf of the community to the Council on key issues and priorities for the community area.

To: Waimakariri District Council

Submission: Northern Pegasus Bay Bylaw Review

From: Woodend-Sefton Community Board

Contact: Kay Rabe (Governance Adviser) com.board@wmk.govt.nz (on behalf of the

Board)

The Woodend-Sefton Community Board (the Board) would like to thank the Council for the opportunity to give feedback on the Northern Pegasus Bay Bylaw.

The Board would like to be heard.

General

The Board notes that this area is made more complex with the fragmented responsibility of those assisting in managing the area. With Environment Canterbury, Waimakariri District Council, Hurunui District Council and the Te Kohaka o Tuhaitara Trust all contributing to the protection of the area there are acknowledged grey areas between authorities that are often exploited by those who wish to circumvent the rules. The shared responsibility hampers clear and consistent messaging often causing confusion for both the public and partner authorities. The Board believes that a clear management plan, especially for the estuary, should be developed to mitigate the above problem. The Board also acknowledges the Council's enforcement restrictions mean having to rely purely on education and the public's compliance.

The Board strongly supports the need for the Northern Pegasus Bay Bylaw and acknowledges the improvement gained due to the untiring work of rangers educating the public on appropriate activities in the area. In this regard the Board would like to acknowledge the invaluable contribution of the Tuhaitara Coastal Park staff who assist in monitoring and education for drivers of vehicles who use the beach, however vehicles on the beach remains the most concerning problem.

The Board would like to see more rangers being made available to monitor and educate the public especially due to the increased numbers using the beach as a result of the rapid growth of the district.

Vehicles and Dogs

While the Board does not want to detract from resident's enjoyment of this natural recreational asset it does also wish to protect the fragile ecosystems the beach supports. Two of the highest risks to these ecosystems, especially near the Ashley River estuary, are vehicles and dogs. The Board supports limiting vehicles on the beach which can, in some instances, pose a risk to others using the beach. The Board would prefer if only essential workers and anglers/whitebaiters were allowed access. The reduction of vehicles on beaches can only improve the environment not only for ecosystems but also the enjoyment of other users of the beach.

The Board acknowledges that walking dogs on the beach is an enjoyable and healthy activity however supports prohibiting all dogs from the sensitive ecological areas and bird breeding grounds around the Ashley estuary and wetlands. While dogs chasing birds seems a harmless

pastime and good exercise for the dogs it does endanger nests and eggs as well as causing the birds stress during the breeding season.

The Board would like to recommend that all vehicles and dogs be prohibited from the area north of the public carpark at Waikuku Beach with appropriate and obvious signage to that effect. The Board would also like to recommend that a recognised volunteer group be established to monitor the estuary and to assist in educating the public on the damage to this sensitive area and danger that dogs and vehicles pose.

Another area of concern is the Waimakariri District Council's western boundary of the 'Saltwater Creek Ashley River Estuarine' areas and recommends that further restrictions and enforcement on cars and dogs be introduced to protect the biodiversity of the area.

Horses

The Board would like to thank commercial horse trainers at Woodend Beach for complying with the restrictions that this bylaw places on them and would like to suggest that more obvious signage to alert people that they are entering a training area be considered. With so many new residents to the area, some people may venture into this area without knowing that it includes horses traveling at speed.

The Board thanks you once again for the opportunity to provide feedback on the Northern Pegasus Bay Bylaw.

Woodend-Sefton Community Board

CHAIRPERSON'S REPORT - February/March 2024

CHAIR'S DAIRY		DISCUSSION POINTS	
Date	Events attended	Community Feedback/Issues Raised	
8 February	Meeting re Woodend Medical Centre relocation	Met with Mayor and owner of medical centre to discuss concerns from the community about the relocation. And what can be done to ensure enrolled patients without transport are able to get to Rangiora to access the practice.	
	Waimakariri Access Group	Regular meeting. Planning Training Day for 6 th March.	
	All Boards	Long-term plan overview. Consultation runs from 15 March to 15 April.	
9 February	Catch-up with Greenspace	Went through projects with Manager of Greespace and Team Leader to determine where they are at.	
12 February	Pre-meeting briefing	A run through the agenda and catch up on general matters	
13 February	WSCB monthly meeting	Regular meeting held at Sefton – 2 deputations	
15 February	Meeting with Mayor - Chairs and Deputy Chairs	Re internal correspondence across Boards	
24 February	Volunteered at Pegasus Community Centre	As usual the book cave was popular. Questions about safety at the Pegasus/Ravenswood roundabout and the Woodend bypass and community cameras	
28 February	Board workshop on long- term plan submission	Discussed projects which have been identified and to determine which to include and priority.	
6 March	Waimakariri Access Group Training	A successful training held with Council staff and elected members.	
	Promotions funding Working Party	A good meeting discussing district and community events and promotions and possible options for funding going forward.	
7 March	Waikuku Beach - Board site visit	With Greenspace to look at viability of site for Beach volleyball court. Agreed on way forward with community consultation.	
11 March	Board Workshops	No reports so had two deputations and workshops	
13 March	Waiora Links Community Cuppa	Good attendance. Some positive feedback received to pass onto Greenspace and a question for them as well.	
20 March	Pegasus Community Centre Steering Group	Meeting to discuss progress.	
21 March	Volunteer Expo, Woodend Community Centre	Dropped in to talk with some of the groups and people looking for volunteer opportunities.	
23 March	Volunteered at Pegasus Community Centre	As usual the book cave was popular. Questions about safety at the Pegasus/Ravenswood roundabout and the Woodend bypass	

CHAIR'S STATEMENT

- Wrote Board column for March and April issues of The Woodpecker
- Managing Board Facebook page

Main issues raised by residents were:

- Issues with SH1 which sits with NZTA Waka Kotahi
 - planned SH1 safety improvements and Woodend Bypass will it go ahead, when and where?
 - concerns with road safety after accidents in Woodend and between Pineacres and Woodend and Waikuku Beach Road/SH1
 - ongoing concerns around safety for pedestrians and cyclists at Pegasus/Ravenswood roundabout
- Pegasus Lake aeration trial results statement from Council released in March

Shona Powell

Woodend-Sefton Community Board

MEMBERS INFORMATION EXCHANGE

Board Member: Brent Cairns

- Over the last few weeks, have been called many times to visit and view the issues experienced
 of those living and working on the Kaiapoi river. Swimming close to boats, youths urinating
 into river, dive bombing people, damaging infrastructure on the marina (electrical boxes, life
 preservers) rubbish, unsociable behaviour and intimidation of youths.
- Back to basics event 20th April at Baptist church hall.
- Volunteer expos throughout March, Rangiora on the 8th March, 14th March in Kaiapoi, 21st March in Woodend.
- Waimakariri stash and swap event at the Kaiapoi library on 23rd March unwanted craft and supplies.
- North Canterbury Youth futures business breakfast 30th April 7-9am at Mainpower stadium, Brad Olsen guest speaker
- Attended Kaiapoi Garden Awards presentation.
- Kaiapoi Food Forest on 10th March hosting tours throughout the day as part of Openfarms.co.nz events day. Visitors are coming from as far as Ashburton.
- Summer Pruning workshop later in March.
- Promotions Working Group coming together for the first time on the afternoon of Wednesday 6th March.
- I am speaking the North Canterbury Womens' Institute on Wednesday 6th March, there two yearly theme is "Softening the Hard Times" and "Nourishing the Nation"
- During Road safety meeting data we were provided data. regarding fatal and serious crashes in the Waimakariri for the period 2019-2023 - Fatal crashes totalled 23, Injury crashes 117, almost 43% involved alcohol.
- Pegasus have raised over \$8,000 for the community CCTV camera project Sovereign Palms are near enough funds for their second camera.
- New businesses in Kaiapoi, The Bakery Rack near the new Woolworths opened Saturday 2nd
 March, MA Fullers SA pantry at 174 Williams Street for all the South African fans.
- Rowing for Life will pass Waikuku on or about 9th March, raising money for four charities.
- Kaiapoi High School are to start the CACTUS leadership program again. This program is great
 for the students that are chosen to attend the course. The course is being partly supported by
 the Kind Foundation.
- Have had multiple calls and discussions with people wishing to build and live in Tiny Homes, the building team have been most helpful.

- Arthur Burke Amberley have provided a brand new vehicle to North Canterbury Neighbourhood Support, to help them continue the great work they are doing.
- Kaiapoi Food Forest Trust have started developing the funding strategy to build the educational hub and have also been having meetings with staff to go over what costs that the Trust will incur in relation to Development Contributions etc.
- Visits to Lees Valley to view and understand roading and bridge repairs and Rangiora bowling club to view their historic club rooms and hear from the members.
- Attended Waiora Links Ronel's Cuppa, Mike and Sylvia spoke about Northern Pegasus Bay bylaw.

WOODEND-SEFTON COMMUNITY BOARD

MEMBERS INFORMATION EXCHANGE

February & March 2024

Member Name: Rhonda Mather

MEMBER'S DAIRY		DISCUSSION POINTS
Date	Meetings/Events members have attended	Community Feedback/Issues Raised
8 Feb	Woodend Medical Centre meeting	Met with WSCB Chair, Mayor, Dr Lorna Martin with Bill Eschenbach (Waitaha Health) on the phone to discuss concerns about the closure of the Woodend Medical Centre and possible implications for its patients.
8 Feb	All Boards meeting	I'm pleased that the format and nature of these meetings has been made clearer.
13 Feb	GreyPower	Didn't attend this meeting due to another commitment, but called in at the start to drop off Chatter and Woodpecker mags and to talk to their health rep about the Woodend Medical Centre (she was previously unaware it had closed and moved to Rangiora).
13 Feb	Hope Community Trust	Met with Ronel Stephens from Waiora Links Community Trust and Tracey Pirie from Hope Community Trust (HCT) to discuss HCT having a presence in Woodend.
14 Feb	Ronel's Community Cuppa	Guest speaker was Mike Kwant from WDC on the Northern Pegasus Bay Bylaw review. Woodend School student leaders were also in attendance. A record crowd of 71.
28 Feb	LTP & NPBB Workshop	Met with Kay, Shona and Andrew to discuss WSCB submissions on the Long Term Plan and the Northern Pegasus Bay Bylaw review.
5 March	GreyPower	Attended GreyPower's monthly meeting at RSA Rangiora.
7 Mar	WSCB	Site visit at Waikuku Beach tennis courts to discuss possible locations for beach volley ball court.
8 Mar	ANZAC Day planning	Attended meeting with Pegasus residents and WLCT to discuss arrangements for the Pegasus ANZAC commemorations.
11 Mar	WSCB	Community Board workshop held at Woodend.
13 Mar	Ronel's Community Cuppa, Waiora Links Community Trust	The speaker was Mae from Cantabrainers Therapeutic Choir. The Choir recently started a group in Woodend.
20 Mar	PCC PSG	Pegasus Community Centre Project Steering Group meeting held in Rangiora.
21 Mar	Volunteer Expo	Waimakariri Volunteer Expo held at Woodend Community Centre, the final in a series of 3 with the others having been held in the libraries at Rangiora and Kaiapoi.

OTHER:

• Compiled Waiora Links Community Trust page for The Woodpecker.

- The next 'Ronel's Community Cuppa' will be held at the Pegasus Community Centre at 10am on Wednesday 10th April. This month the focus will be on the Long Term Annual Plan with Council representatives, including the Mayor present. Community Board members are, of course, welcome and encouraged to attend.
- Concern expressed by a Waikuku Beach resident about the Board's decision to build the Pegasus beach viewing platform before the Waikuku Beach viewing platform. Explained to her that the Board are hoping they can both be done at the same time or that Waikuku is done very soon after Pegasus and that the decision was partially based on Pegasus residents having been told 2 - 3 years ago that they were getting the platform.

Member Information Exchange

Members Name: Philip Redmond

Teams Meetings from the 5th to the 16th February 2024.

Data	Masting	Commant
Date	Meeting	Comment
10 February	Bill Rice (Richmond)	Discussed Nelson-Tasman combined speed
		management plan
21 February	Road Safety Working Group	 VKT's have increased
	(Chair)	 One third fatalities not wearing seat belts
		- Alcohol involved in 40% crashes
		 Police increased visibility pre-Christmas
		resulted 30% crime reduction
		- 1:20 drivers over alcohol limit
22 February	Rangiora Bowling Club	Heritage Building not meeting club's needs
	Janine O'Loughlin's	34 years service in the pay office at WDC
	Farewell	
26 February	DLC Training	Changes to Act take effect from 1 May 2024
		including no cross examination by parties,
		informality with emphasis on Māori culture.
27 February	CE Review	Assessment of CE's performance
28 February	Lees Valley Visit	Councillors to view roading issues
29 February	Southbrook Reference	Considering disbanding
	Group	

In addition I also attended in person or teams:

- One Council meeting
- Four Briefings
- Five Working Groups and/or Committee meetings
- One Workshop