

Agenda

Kaiapoi-Tuahiwī Community Board

Monday 15 September 2025

4pm

Kaikanui Room
Ruatanīwha Kaiapoi Civic Centre
176 Williams Street, Kaiapoi

Members:

Jackie Watson (Chairperson)

Sandra Stewart (Deputy Chairperson)

Neville Atkinson

Tim Bartle

Al Blackie

Tracey Blair

Russell Keetley



WAIMAKARIRI
DISTRICT COUNCIL

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AGENDA FOR THE MEETING OF THE KAIAPOI-TUAHIWI COMMUNITY BOARD TO BE HELD IN THE KAIKANUI ROOM, RUATANIWHA KAIAPOI CIVIC CENTRE, 176 WILLIAMS STREET, KAIAPOI ON MONDAY 15 SEPTEMBER 2025 AT 4PM.

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

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| 3 | <u>CONFIRMATION OF MINUTES</u> | |
| 3.1 | <u>Minutes of the Kaiapoi-Tuahiwi Community Board – 18 August 2025</u> | 13-23 |
| | <i>RECOMMENDATION</i> | |
| | THAT the Kaiapoi-Tuahiwi Community Board: | |
| | (a) Confirms the circulated Minutes of the Kaiapoi-Tuahiwi Community Board meeting, held 18 August 2025, as a true and accurate record. | |
| 3.2 | <u>Matters Arising (From Minutes)</u> | |
| 4 | <u>DEPUTATIONS AND PRESENTATIONS</u> | |
| 4.1 | <u>Core board in Trousselot Park – Caroline Spollen</u> | |
| | C Spollen from the Chris Ruth Centre will be in attendance to explain what a core board is, how they support people with disabilities and how it will support more people to interact with playgrounds. | |
| 5 | <u>ADJOURNED BUSINESS</u> | |
| | Refer to Item 6.5 in relation to the Kaiapoi Entrance Sign 1, Main North Road, Corten Panel Artwork report that was laid on the table at the Boards 18 August 2025 meeting. | |

6 **REPORTS**

6.1 **School Variable Speed Limits Proposal – Peter Daly (Road Safety Coordinator/Journey Planner) and Joanne McBride (Roading and Transport Manager)**

24-39

RECOMMENDATION

THAT the Kaiapoi-Tuahiwi Community Board:

(a) **Receives** Report No. 250825156613.

AND

THAT the Kaiapoi-Tuahiwi Community Board recommends:

THAT the In-coming Council:

(b) **Approves** the following Variable Speed Limits for the schools in the Kaiapoi-Tuahiwi Community Board area:

| School and location of Proposed Variable Speed Limit | School Category | Proposed Variable Speed Limit | Time Zone | Signage Type |
|---|-----------------|-------------------------------|---|--|
| Clarkville School <u>Heywards Road</u> From 30m south of Tram Road to 320m south of Tram Road <i>RP 0.030 to RP 0.320</i> | 2 | 30km/h | <u>Morning – 8.20am to 9.20am.</u> <u>Afternoon – 2.30pm to 3.30pm</u> | <u>Electronic signs</u> |
| Kaiapoi Borough School <u>Hilton Street</u> 105 metres south of Rich Street to the north end of Hilton Street <i>(RP 0.030 to RP 0.320)</i> <u>Raven Quay</u> 62 metres south of Rich Street to the north end of Raven Quay <i>(RP 0.246 to RP 0.000)</i> <u>Rich Street / Revell Street</u> From Hilton Street, through the Raven Quay intersection, 12 metres into Revell Street. <i>Rich Street RP 0.005 to Revell Street RP 0.012</i> | 1 | 30km/h | <u>Morning – 8.20am to 9.20am.</u> Afternoon – 2.30pm to 3.30pm | Static signs |
| Kaiapoi High School <u>Ohoka Road / Ohoka Road Overpass</u> From 45 metres west of Akaroa Street to 40 metres west of Robert Coup Road <i>Ohoka Road RP 0.556 to Ohoka Road Overpass RP 0.426</i> <u>Robert Coup Road</u> From 88 metres south of Glenvale Drive to Ohoka Road, | 1 | 30km/h | <u>Morning – 8.20am to 9.20am.</u> Afternoon – 2.30pm to 3.30pm | Electronic signs on Ohoka Road Static signs in remaining sites. |

| | | | | |
|---|---|--------|--|--|
| <p>15 metres north of the first Ohoka Road intersection <i>Robert Coup Road RP 0.319 to Ohoka Road RP 0.216</i></p> <p><u>Glenvale Drive</u> From Robert Coup Road, 20 metres into Glenvale Drive <i>Glenvale Drive RP 0.000 to RP 0.020</i></p> <p><u>McDougall Place</u> From Robert Coup Road, 20 metres into McDougall Place <i>McDougall Place RP 0.000 to RP 0.020</i></p> <p><u>Otaki Street</u> From Ohoka Road, 50 metres into McDougall Place <i>Otaki Street RP 0.000 to RP 0.050</i></p> | | | | |
| <p>Kaiapoi North School <u>Williams Street</u> 88 metres north of the Smith Street roundabout, to 80 metres north of Sims Road <i>Williams Street RP 2.107 to RP 2.496</i></p> <p><u>Coups Terrace</u> 20 metres into Coups Terrace from Williams Street <i>Coups Terrace RP 0.000 to RP 0.020</i></p> <p><u>Sims Road</u> 20 metres into Sims Road from Williams Street <i>Sims Road RP 0.000 to RP 0.020</i></p> <p><u>Allison Place</u> From 20 metres south of Forest Lane to 200 metres south of Magnolia Boulevard <i>Allison Place RP 0.556 to RP 0.253</i></p> <p><u>Heney Street / Ranginui Drive</u> Heney Street 15 metres in from Ngahau Street to Ranginui Drive, 15 metres west of Ngahau Street <i>Heney Street RP 0.134 to Ranginui Drive RP 0.146</i></p> | 1 | 30km/h | <p><u>Morning – 8.20am to 9.20am.</u></p> <p>Afternoon – 2.30pm to 3.30pm</p> | <p>Electronic signs on Williams Street</p> <p>Static signs in remaining sites.</p> |
| <p>St Patricks School, Kaiapoi <u>Fuller Street</u></p> | 1 | 30km/h | <p><u>Morning – 8.20am to 9.20am.</u></p> | Electronic signs on Fuller Street |

| | | | | |
|--|---|--------|---|-----------------------------------|
| Fuller Street 40 metres in from Williams Street to 40 metres west of Peraki Street <i>Fuller Street RP 0.953 to RP 0.663</i> <u>Peraki Street</u> Peraki Street 30 metres north of Carew Street to 30 metres north of Fuller Street <i>Peraki Street RP 0.282 to RP 0.0583</i> | | | <u>Afternoon – 2.30pm to 3.30pm</u> | Static signs on Peraki Street |
| Te Kura o Tuahiwi Tuahiwi Road 220 metres south of Pitama Drive to 85 metres north of Pitama Drive <i>Tuahiwi Road RP 1.930 to RP 1.591</i> | 1 | 30km/h | <u>Morning – 8.20am to 9.20am.</u> <u>Afternoon – 2.30pm to 3.30pm</u> | Electronic signs on Tuahiwi Road. |

- (c) **Notes** that the National Speed Limit Register (NSLR) will only be updated to include the variable speed limits following approval by Council to implement the changes.
- (d) **Notes** that the Land Transport Rule: Setting of Speed Limits 2024 does not require a cost benefit calculation or public consultation when setting variable speed limits outside schools.
- (e) **Notes** that key stakeholders including the Police and NZ Transport Agency will be notified prior to the variable speed limits being implemented.
- (f) **Notes** that at the time of writing this report, co-funding for the installation of the variable speed signs has been requested but not yet approved. Staff will provide an update to the In-coming Council when the report is presented.

6.2 **Core Board Installation in Trousselot Park – Chrissy Taylor-Claude (Parks Officer) and Jill Borland (Greenspace Strategy and Partnership Team Leader) and Martin Pugh (Community Development)**

40-44

RECOMMENDATION

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** Report No. 250815151440.
- (b) **Approves** installation of a core board in Trousselot Park.
- (c) **Notes** that installation of the core board will be funded from within the existing budget for Reserves Activation (102565.000.5223) at a cost of \$445.00. The Reserves Activation budget (102565.000.5223) has \$5,110.00 available this financial year.
- (d) **Notes** that staff will inform the Waimakariri Access Group of the installation and when this is going to occur.

6.3 **Approval for Concept Plan and Leases - Murphy Park – Isibea Clark (Project Manager)**

45-130

RECOMMENDATION

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** Report No. TRIM number 250529097170.
- (b) **Approves** the granting of a ground lease of 845m² to St Margaret's College at 10 Revell Street, Kaiapoi, for a term of 20 years. The lease will enable the construction of a facility for the storage of water sports equipment used by community and sports rowing groups, as well as the provision of changing rooms and toilet amenities.
- (c) **Approves** the granting of a ground lease of 506m² to the Aoraki Dragon Boat Association and the Waimakariri Outrigger Canoe Club at 10 Revell Street, Kaiapoi, for a term of 20 years. The lease will support the extension of their existing compound and provide additional space for the storage of water sports equipment used by community and sports rowing groups.
- (d) **Approves** delegated authority to the General Manager of Community and Recreation to finalise lease negotiations with interested parties.
- (e) **Approves** delegated authority to the General Manager of Community and Recreation to sign off on any final designs.
- (f) **Approves** the concept design from St Margaret's College (TRIM 250818151984).
- (g) **Approves** the Murphy Park concept plan for implementation (TRIM: 250617109868).
- (h) **Notes** that the lease fee for these groups will only be paid if requested (\$1.00 per annum) to fall in line with other community lease agreements, as determined by Council.
- (i) **Notes** the significant amount of funding towards development contributed by Woody B Ltd, such company being owned by a parent associated with St Margarets, and the pontoon will be vested to Council.
- (j) **Notes** costs in association with the construction of buildings and areas will be met by the user groups and are not included in the cost estimate.
- (k) **Circulates** the report to the Community and Recreation Committee for their information.

6.5 **Proposed Design Brief and Contestable Process for the Kaiapoi, Main North Road, Town Entrance Sign – Tori Stableford (Landscape Architect)**

175-193

RECOMMENDATION

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** Report No. TRIM number. 250903167359.
- (b) **Approves** the proposed Design Brief for the Kaiapoi Main North Road Town Entrance Sign (Trim: 250904167729) for the artistic design of the Corten steel panel attachment to the Kaiapoi, Main North Road Entrance Sign.
- (c) **Approves** staff undertaking the proposed contestable process to engage the artist for this work as outlined within the proposed Design Brief for the Kaiapoi, Main North Road Town Entrance Sign (Trim: 250904167729).
- (d) **Notes** that this process and Design Brief have been reviewed and supported by the Waimakariri Public Arts Trust (WPAT).
- (e) **Notes** that the recommendations of this report have a financial cost implication to the project. These include meeting the currently incurred costs of the contractor and an additional \$2,500+Gst commission to the successful artist who provides the final design.
- (f) **Notes** that the Board have previously allocated \$75,810 from their Kaiapoi General Landscaping Budget towards this town entrance (PJ 101050.000.5224). To this point, \$60,000 has already been committed through the completed tree planting and the civil works contract. This means that there is sufficient budget available in the project budget to cover this additional cost.
- (g) **Notes** that the accepted cost with Atlas Group Ltd for construction of the Entrance Sign is \$49,766.82.
- (h) **Notes** that the cost to cut the artwork in to the Corten panel is included in the accepted price of from Atlas Group Ltd for the Entrance Sign construction and installation.
- (i) **Notes** that the expected design life of the entrance sign is more than 35 years.

6.6 **Kaiapoi Lakes Raupō Management – Mike Kwant (Senior Ranger Biodiversity) and Bex Dollery (Biodiversity Team Leader)**

194-237

RECOMMENDATION

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** Report No. 250903166946.
- (b) **Notes** that an annual inspection and cut regime as required in strategic areas, such as viewing platforms, will be undertaken outside of the bird breeding season.
- (c) **Notes** that the cut regime would be based on one annual cut as required. This will be dependent on the growth of the raupō in any given season.
- (d) **Notes** the annual inspection and cut would mitigate some of the amenity and view concerns and limit the growth of the raupō whilst still maintaining the benefit it provides with water quality and habitat.
- (e) **Notes** that staff will discuss the option of harvesting raupō with Whitiora.
- (f) **Notes** that staff will inform residents of the outcome of the meeting.

6.7 **Applications to the Kaiapoi-Tuahiwi Community Board's 2025/26 Discretionary Grant Fund – Kay Rabe (Governance Advisor)**

238-269

RECOMMENDATION

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** report No. 250822155526.
- (b) **Approves** a grant of \$..... to the Menz Shed Kaiapoi Inc. towards hosting its inaugural Teddy Bear Hunt.

OR

- (c) **Declines** the application from the Menz Shed Kaiapoi Inc.
- (d) **Approves** a grant of \$..... to the Chris Ruth Centre towards the purchase of blinds for the centre.

OR

- (e) **Declines** the application from the Chris Ruth Centre.

6.8 **Summary of Discretionary Grant Accountability 1 July 2024 to 30 June 2025 – Kay Rabe (Governance Advisor)**

270-175

RECOMMENDATION

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** Report No. 250625114866.
- (b) **Notes** that the \$8,600 allocated to the Board for the 2024/25 financial year and \$7,341 was distributed for events and projects within the community.
- (c) **Notes** that the remaining \$1,259 was carried forward to the next financial year for a total of \$10,049 for the 2025/26 financial year.
- (d) **Circulates** a copy of this report to all other Community Boards for information.

7 **CORRESPONDENCE**

Nil.

8 **CHAIRPERSON'S REPORT**

8.1 **Chairperson's Report for August 2025**

The Chairperson will provide a verbal update.

RECOMMENDATION

THAT the Kaiapoi-Tuahiwi Community Board:

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

9 **MATTERS REFERRED FOR INFORMATION**

9.1 **Oxford-Ohoka Community Board Meeting Minutes 6 August 2025.**

9.2 **Woodend-Sefton Community Board Meeting Minutes 11 August 2025.**

9.3 **Rangiora-Ashley Community Board Meeting Minutes 13 August 2025.**

9.4 **Wastewater Bylaw 2015 Review – Report to Council Meeting 5 August 2025 – Circulates to all Boards**

- 9.5 Council Submissions to Central Government Consultations for May, June and July 2025 – Report to Council Meeting 5 August 2025 – Circulates to all Boards
- 9.6 Elected Member Remuneration 2025/26 – Report to Council Meeting 5 August 2025 – Circulates to all Boards
- 9.7 Health, Safety and Wellbeing Report June 2025 to Current – Report to Council Meeting 5 August 2025 – Circulates to all Boards.
- 9.8 Enterprise North Canterbury (ENC) 2025/26 Approved Statement of Intent (SOI) and Associated Annual Business Plan – Report to Audit and Risk Committee Meeting 12 August 2025 – Circulates to all Boards.
- 9.9 Further Information Report for the Kaiapoi to Pineacres Cycleway (Options to Connect Smith Street) – Report to Utilities and Roding Committee Meeting 19 August 2025 – Circulates to the Kaiapoi-Tuahiwi Community Board.
- 9.10 Cam River Enhancement Fund Proposed Projects and Update – Report to Utilities and Roding Committee Meeting 19 August 2025 – Circulates to the Rangiora-Ashley and Kaiapoi-Tuahiwi Community Boards.
- 9.11 Private Well Study Results for 2024 – Report to Utilities and Roding Committee Meeting 19 August 2025 – Circulates to all Boards.
- 9.12 Annual Report to the Alcohol Regulatory and Licensing Authority 2024/25 – Report to the District Planning and Regulation Committee Meeting 19 August 2025 – Circulates to all Boards.
- 9.13 Northern Pegasus Bay Bylaw Update August 2025 – Report to Community and Recreation Committee Meeting 26 August 2025 – Circulates to all Boards.
- 9.14 Aquatics August Report – Report to Community and Recreation Committee Meeting 26 August 2025 – Circulates to all Boards.
- 9.15 Libraries Update to August 2025 – Report to Community and Recreation Committee Meeting 26 August 2025 – Circulates to all Boards.

Public Excluded

- 9.16 Proposed Partial Road Stopping and Disposal to LIME Developments – Adderley Terrace – Report to Council Meeting 6 August 2025 – Circulates to Kaiapoi-Tuahiwi Community Board.
- 9.17 Appointment of Main Contractor at 28 Courtenay Drive, Kaiapoi Housing for the Elderly Development – Report to Council Meeting 6 August 2025 – Circulates to the Kaiapoi-Tuahiwi Community Board.

RECOMMENDATION

THAT the Kaiapoi-Tuahiwi Community Board

- (a) Receives the information in Items 9.1 to 9.15.
- (b) **Receives** the separately circulated public excluded information in Items 9.16 and 9.17.

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

10.1 Brent Cairns

276-277

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 is included in the agenda.

11 CONSULTATION PROJECTS

Nil.

12 BOARD FUNDING UPDATE

12.1 Board Discretionary Grant

Balance as at 31 August 2025: \$7,809.

12.2 General Landscaping Budget

Balance as at 31 August 2025: \$29,290, with carry forward to be calculated.

13 MEDIA ITEMS

14 QUESTIONS UNDER STANDING ORDERS

15 URGENT GENERAL BUSINESS UNDER STANDING ORDERS

16 MATTERS TO BE CONSIDERED WITH THE PUBLIC EXCLUDED

Section 48, Local Government Official Information and Meetings Act 1987.

In accordance with section 48(1) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by section 6 or section 7 of that Act (or sections 6, 7 or 9 of the Official Information Act 1982, as the case may be), it is moved:

That the public is excluded from the following parts of the proceedings of this meeting.

16.1 Licence to Occupy two Carparking Spaces – Goldbert Holdings Limited

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

| Item No. | Subject | Reason for excluding the public | Grounds for excluding the public- |
|-----------------|---|--|---|
| 16.1 | Licence to Occupy two Carparking Spaces – Goldbert Holdings Limited | Good reason to withhold exists under section 7 | To enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities, enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations) and prevent the disclosure or use of official information for improper gain or improper advantage LGOIMA Section 7 (2)(h) (i) and (j). |

NEXT MEETING

This is the final meeting of the Kaiapoi-Tuahiwi Community Board for the 2022-2025 electoral term.

The new Kaiapoi-Tuahiwi Community Board will be sworn into office late October 2025, with standard meetings resuming from mid-November 2025. Further Information will be advertised and listed on the Council's website.

Workshop

- *Members Forum*

MINUTES OF THE MEETING OF THE KAIAPOI-TUAHIWI COMMUNITY BOARD HELD IN THE KAIKANUI ROOM, RUATANIWHA KAIAPOI CIVIC CENTRE, 176 WILLIAMS STREET, KAIAPOI ON MONDAY 18 AUGUST 2025 AT 4PM.

PRESENT

J Watson (Chairperson), S Stewart (Deputy Chairperson), N Atkinson, A Blackie, T Bartle, and R Keetley.

IN ATTENDANCE

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

C Brown (General Manager Community and Recreation), N Puthupparambil (Transportation Engineer), S Binder (Senior Transportation Engineer), I Clark (Project Manager), T Sturley (Community Team Manager), T Stableford (Landscape Architect), S Morrow (Rates Officer – Property Specialist), P Daly (Road Safety Coordinator), J McBride (Roading and Transport Manager), Z Gibbs (Property Services Officer), K Rabe (Governance Advisor) and A Connor (Governance Support Officer).

There were two members of the public present.

1 APOLOGIES

Moved: J Watson

Seconded: A Blackie

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives and sustains** apologies for absence from T Blair.

CARRIED

2 CONFLICTS OF INTEREST

J Watson declared a conflict for the application from the Kaiapoi Garden Club in Item 6.5.

3 CONFIRMATION OF MINUTES

3.1 Minutes of the Kaiapoi-Tuahiwi Community Board – 21 July 2025

Moved: J Watson

Seconded: R Keetley

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Confirms** the circulated Minutes of the Kaiapoi-Tuahiwi Community Board meeting, held 21 July 2025, as a true and accurate record.

CARRIED

3.2 Matters Arising (From Minutes)

There were no matters arising from the minutes.

3.3 **Notes of the Kaiapoi-Tuahiwi Community Board Workshop – 21 July 2025**

Moved: J Watson

Seconded: T Bartle

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Confirms** the circulated Minutes of the Kaiapoi-Tuahiwi Community Board meeting, held 21 July 2025, as a true and accurate record.

CARRIED

The meeting adjourned at 4.11pm to hold a workshop into workshop and reconvened at 4.30pm.

4 **DEPUTATIONS AND PRESENTATIONS**

4.1 **Mel Eaton – Kaiapoi Bridge Design**

M Eaton was in attendance to inform the Board of her concept for the new Willimas Street balustrades for the bridge which depicted a walk through history. The balustrades would incorporate four large panels, one on each corner of the bridge and 12 small panels on the posts between panels.

C Brown highlighted M Eaton was working alongside a lighting designer as well as the project working group. The Board would be receiving a report seeking approval of the overall design of the bridge at its September 2025 meeting.

S Stewart queried what the proposal for lighting under the bridge was and if the removal of pigeon faecal matter would be included in the bridges upgrade. C Brown stated the lighting under the bridge would be removed and there was currently no plan to deal with the pigeon matter as this project was considered a separate issue.

J Watson noted the focus on the town's history for the bridge was at the request of the Harper Family which was being funded by the bequest left by Harry Harper.

S Stewart questioned if Ngai Tuahuriri had been consulted on the cultural elements of the design. C Brown replied the documentation was with Whitiara however at the beginning of the process they declined to have any involvement in the project.

Report 6.3, Kaiapoi Entrance Sign 1, Main North Road, Corten Panel Artwork, was taken at this time. However, the order of the agenda was retained in the minutes to mitigate confusion.

5 **ADJOURNED BUSINESS**

Nil.

6 **REPORTS**

6.1 **Request to Consult on a Parking Restriction Change at 124 Williams Street – N Puthupparambil (Transportation Engineer) and S Binder (Senior Transportation Engineer)**

J McBride reported a complaint had been received regarding parking turnover outside the businesses at 124 Williams Street. Current there was P120 restrictions across approximately ten car parks in front of a mix of businesses varying from take-aways, a dairy, a hairdresser and a laundrette. Staff were therefore proposing to undertake consultation with the business to determine the best options for restrictions.

S Stewart inquired whether there was any signage at the entrance to the private car park at the rear of the building. J McBride advised to the best of her knowledge no signage was present, however believed the area was gated. She was not aware of the designated use of the car park and suspected it was for the businesses and a delivery area rather than parking for customers.

S Stewart further asked why it was proposed to only change the time restriction on two car parks. J McBride stated the varying needs of the businesses meant some required long-term parking and some required short.

Moved: T Bartle

Seconded: A Blackie

THAT the Kaiapoi-Tuahiwi Community Board:

(a) **Receives** Report No. 250801142172.

AND

THAT the Kaiapoi-Tuahiwi Community Board recommends:

THAT the District Planning and Regulation Committee:

- (b) **Approves** consultation being undertaken on a possible change to parking time restrictions of two parking spaces in front of the dairy at no. 124 Williams Street from 120 minutes to 15 minutes parking.
- (c) **Notes** that a further report would be brought back to the Community Board with the outcome of the consultation process and to allow further decision making on this matter.

CARRIED

6.2 **Kaiapoi Menz Shed – Updated Concept Plan Approval – I Clark (Project Manager) and T Sturley (Community Team Manager)**

T Sturley took the report as read highlighting the urgency of the relocation of the Menz Shed as they had until the end of January 2026 to be off their current site. The updated concept plan provided a more cost-effective option than previously considered while retaining an attractive site and would be more functional for safety.

P Redmond queried if the proposal fully complied with the design guidelines. T Sturley confirmed they did comply with the design guidelines.

B Cairns questioned if the proposal allowed for potential future growth and T Sturley stated it did.

Moved: N Atkinson

Seconded: J Watson

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** Report No. 250728138234.
- (b) **Approves** the amended concept plan for Kaiapoi Menz Shed at the Kaiapoi Community Hub located at 38 Charters Street.
- (c) **Notes** that Sutton Tools have advised that, with their need to divest themselves of the, otherwise vacant, Dale St Kaiapoi property, Kaiapoi Menz Shed have only until January 30th 2026 to vacate the site that they currently occupy at that location.
- (d) **Notes** significant challenges around the acquisition of funding for the originally supplied, concept plan for Menz Sheds operation on the Kaiapoi Community Hub site. In response, an updated concept plan was developed, focusing on the construction of two new buildings that are better suited to the financial realities and operational needs of the Kaiapoi Menz Shed group.

- (e) **Notes** that Kaiapoi Menz Shed has applied to Department of Internal Affairs' Lottery Community Facilities fund to progress the acquisition and completion of the first of two new buildings. It is anticipated that this will be completed, on the Hub site in early 2026.
- (f) **Notes** that, if the Ideal Garage Building has not been replaced after 18 months on site, staff will issue the Menz Shed with an advisory reminder that the relocated building must be replaced with a permanent solution within the remaining six months.
- (g) **Notes** that the new concept includes a more permanent container structure that has been designed to incorporate four, joined 40ft containers, that will serve as isolated welding and painting workshops and storage, with a privately-aspected outdoor workspace. This will be roofed and permitted, in line with Design Guide requirements for the Kaiapoi Community Hub.
- (h) **Notes** that the permanent container structure design is deemed to be a safer option in terms of fire protection and security, than the originally proposed third building in the originally submitted design concept, which was approved by Kaiapoi Tuahiwi Community Board in July of 2024.
- (i) **Notes** that approval of the new concept would mean a cost saving of at least \$200,000 to this valuable but financially committed community group.
- (j) **Notes** that consultation regarding the master plan for the Community Hub was undertaken with the community in late 2021. The location of the proposed buildings on this site is in line with this consultation and proposed modifications to the reconfigured container structure will comply with Design Guide specifications.
- (k) **Notes** that the construction of the buildings is not being funded by the Council.

CARRIED

N Atkinson commented this project had been a long time coming resulting in frustration in the Menz Shed finding a suitable site after the fire at its previous location. He congratulated those working through the site identification process and hoped the concept plan would be one of the last steps towards implementation. He noted that security had been a key concern and believed that the project would contribute positively to the safety and protection of the Menz Shed.

J Watson expressed support for the motion, noting that it was encouraging to see cost savings being achieved.

6.3 Kaipoi Entrance Sign 1, Main North Road, Corten Panel Artwork – T Stableford (Landscape Architect)

T Stableford took the report as read noting approval of the sign would not have any budget impacts as the tender had already been awarded.

S Stewart questioned if the sign would be incorporated into the current entrance sign. T Stableford stated the tender that had been approved included the removal of the current sign and replacement with a new sign. C Brown clarified this was the Boards decision at a previous meeting.

S Stewart then sought clarity of the design. T Stableford explained the concept design was for an upright wall of timber with a Corten steel panel. The colour of the writing would be white and yellow. The font used was approved by the Roading Team as being visible.

T Bartle asked what the sign dimensions would be, and T Stableford stated it was approximately three metres wide.

T Bartle then sought if the Board was comfortable not consulting with the public on the design. C Brown highlighted the Board already made the decision not to consult. He also

noted the project had been tendered and a contract was already awarded. This report was to determine what the design on the corten steel would depict.

R Keetley queried if the artwork had gone through a design procurement process. G Stephens stated the design had not gone through a procurement process as staff had expected to work with Whitiara. Whitiara did not have capacity to assist in the design and because a contractor was waiting for the design to commence construction staff approached Mel Eaton with a view of keeping the style of the sign and bridge design aligned.

Following concern raised by R Keetley, C Brown noted the Board had not followed a process for acquiring a design, which was intended to be created inhouse. Due to cultural elements the original design was provided to Whitiara for feedback, however they had not been happy with the design offered and did not want to have any input into another design. Staff therefore approached M Eaton who had already been through a contestable process to provide a design. The Board had options on if it was not happy with the design however there would be impacts on the contracted tender.

In response to a question from J Watson, G Stephens stated if the Board did not move forward with this design staff would need direction on how the Board wanted to proceed.

The meeting was adjourned at 4.54 to allow the Board to workshop ideas and reconvened at 5.10pm.

Moved: N Atkinson

Seconded: R Keetley

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Lays** the report on the table for a design brief to be clarified.

CARRIED

6.4 **Road Naming – Lime Developments Limited (Silverstream Stage 8-10) – S Morrow (Rates Officer – Property Specialist)**

S Morrow took the report as read and welcomed any questions.

Following a question from J Watson, S Morrow stated the name Fox had been approved previously however was not used. On the odd occasion when the names were added to the preapproved list there was no historic context included with the request.

N Atkinson highlighted there had been a Kaiapoi resident named Charlie Courtier who was awarded the cross for bravery and suspected that was the likely the reason that Courtier was added to the list.

Moved: J Watson

Seconded: T Bartle

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** Report No. 250806145127.
- (b) **Approves** the following proposed road names for new roads as part of Silverstream Stage 8-10 as shown on the attached plan.
1. Lin Street.
 2. Fox Way.
 3. Courtier Way.
 4. Waverley Street (Continuation).

5. Adderley Terrace (Continuation).
 6. Bastings Street (Continuation).
- (c) **Notes** that the Community Board may replace the proposed names with any name of its choice.

CARRIED

J Watson supported the motion stating she was glad to see Jack Lin be recognised and was happy with the continuation of the remaining streets.

6.5 **Applications to the Kaiapoi-Tuahiwi Community Board's 2025/26 Discretionary Grant Fund – K Rabe (Governance Advisor)**

K Rabe reported that the Kaiapoi Pony Club were seeking funding for coaching support for riders participating in the Springston Trophy event in Blenheim. The Club was situated on the boundary between the Kaiapoi-Tuahiwi and Oxford-Ohoka Community Boards, with 100% of the riders benefiting from the initiative residing within the Oxford-Ohoka Ward. While the Club had considered applying to the Oxford-Ohoka Community Board, it was noted that the Board had significantly less available funds. The application sought \$1,000 in funding, with only six individuals set to directly benefit from the grant. The coaches were scheduled to commence work on 1 August 2025 and would continue to support the riders through to the conclusion of the competition; however, payment for their services would not be made until after the event.

R Keetley asked if the Board funded this event in the last financial year. K Rabe confirmed the Board had provided funding for the previous Springston Trophy which had been held in Rangiora.

Moved: N Atkinson

Seconded: A Blackie

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** report No. 250729138502.
- (b) **Declines** the application from the Kaiapoi Pony Club.

CARRIED

N Atkinson highlighted the Pony Club received funding in 2024/25. He questioned the appropriateness of allocating \$1,000 for an initiative that would benefit only six individuals, suggesting that such funding could potentially be more effectively utilised elsewhere.

A Blackie concurred noting the event was also being held out of town resulting in no benefit to the wider community. The Silverstream Reserve allowed the Pony Club to hold its annual cross-country race in the Reserve for no cost despite the damaged caused which the Council had to repair.

As J Watson previously declared a conflict of interest, she vacated the Chair in favour of the Deputy Chairperson S Stewart.

K Rabe stated the Kaiapoi Garden Club had applied for funds toward its catering costs for the host the prizegiving for the Kaiapoi Garden Competition to be held at the beginning of 2026. While the possibility of a potluck arrangement had been raised, concerns were expressed regarding the appropriateness of asking prize recipients to contribute food for the occasion.

Moved: A Blackie

Seconded: T Bartle

THAT the Kaiapoi-Tuahiwi Community Board:

- (c) **Approves** a grant of \$250 to the Kaiapoi Garden Club towards costs relating to running the Kaiapoi Garden Competition.

CARRIED

J Watson reassumed as Chair.

7 **CORRESPONDENCE**

7.1 **Rangiora and Kaiapoi Town Centres Parking Management Plans – Adopted by Council memo**

7.2 **Letter from Pines Kairaki Beaches Association regarding Beach Road, Dunns Avenue and Featherstone Avenue Roundabout**

K Rabe reported this matter had been dealt with in November 2019. The Board had recommended to the Utilities and Roding Committee that remedial work be undertaken to improve the intersection layout. However, the Committee had decided to retain the existing layout with no further action required.

N Atkinson stated the letter should be referred to the Utilities and Roding Committee as it had made the final decision.

J McBride noted the behaviours raised in the letter were deliberative behaviour issues that the police had done large amounts of enforcement on. Staff could ask to police to do further work if those issues are arising again. The central island was fully mountable to allow heavy vehicles to maneuver the intersection. The recommendation in the letter to level the island would not mitigate any of the issues and would encourage higher speeds.

7.3 **Letter from Laz Mako regarding Tiny House Community Project**

K Rabe suggested the letter be referred to the Property Portfolio Working Group.

7.4 **Thank You Letter from The Chris Ruth Centre**

Moved: J Watson

Seconded: A Blackie

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** the Rangiora and Kaiapoi Town Centres Parking Management Plans – Adopted by Council memo (Trim: 250708123636).
- (b) **Receives** the Letter from Pines Kairaki Beaches Association regarding Beach Road, Dunns Avenue and Featherstone Avenue Roundabout (Trim: 250811147164) and that this be referred to the Utilities and Roding Committee for action.
- (c) **Receives** the Letter from Laz Mako regarding Tiny House Community Project (Trim: 250807145686) and refers the letter to the Property Portfolio Working Group for a response.
- (d) **Receives** the Thank You Letter from The Chris Ruth Centre (Trim: 250807145661).

CARRIED

8 **CHAIRPERSON'S REPORT**

8.1 **Chairperson's Report for July 2025**

- Attended the Pines and Kairaki Beaches Association meeting.
- Kaiapoi Community Garden would be part of the Jazz Festival.
- Attended VJ Day at the RSA where a wreath was presented.
- Attended RSA Sea Farriers Service.
- Attended Council Briefing with the New Zealand Police regarding the proposed review of services. The Police assured the Council of a presence at the Kaiapoi Police Station.
- Attended Mixed Use Business Area meetings.

Moved: J Watson

Seconded: R Keetley

THAT the Kaiapoi-Tuahiwi Community Board:

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

CARRIED

9 **MATTERS REFERRED FOR INFORMATION**

- 9.1 Oxford-Ohoka Community Board Meeting Minutes 2 July 2025.
- 9.2 Woodend-Sefton Community Board Meeting Minutes 14 July 2025.
- 9.3 Rangiora-Ashley Community Board Meeting Minutes 9 July 2025.
- 9.4 May 2025 Flood Event Response and Recovery – Expenditure and Funding Sources – Report to Council Meeting 1 July 2025 – Circulates to all Boards
- 9.5 Adoption of Alcohol Control Bylaw – Report to Council Meeting 1 July 2025 – Circulates to all Boards
- 9.6 Libraries Update to 3 July 2025 – Report to Community and Recreation Committee Meeting 15 July 2025 – Circulates to all Boards
- 9.7 Aquatics July Report – Report to Community and Recreation Committee Meeting 15 July 2025 – Circulates to all Boards
- 9.8 Youth Action Plan Early Engagement Update – Report to Community and Recreation Committee Meeting 15 July 2025 – Circulates to all Boards.
- 9.9 Approval to Install No-Stopping Restrictions on Flaxton Road at Camwell Park – Report to Utilities and Roading Committee Meeting 15 July 2025 – Circulates to Rangiora-Ashley and Kaiapoi-Tuahiwi Community Boards.
- 9.10 Project Update Under Infrastructure Resilience Fund 2024/25 and May 2025 Flood Recovery Progress Update – Report to Utilities and Roading Committee Meeting 15 July 2025 – Circulates to all Boards.

Moved: J Watson

Seconded: A Blackie

THAT the Kaiapoi-Tuahiwi Community Board

- (a) Receives the information in Items.9.1 to 9.10.

CARRIED

10 **MEMBERS' INFORMATION EXCHANGE**

R Keetley

- Attended Waimakariri Biodiversity Trust meeting.
- Attended Kaiapoi Historical Society meeting.
- Attended VJ Day at the RSA.
- Attended Kaiapoi RSA executive meeting.

S Stewart

- Attended District Plan drop-in sessions. There was potential for 2,500 additional properties in Kaiapoi over the next decade.
- Sat on the judging panel for the Environmental Awards. They would be presented at the Community Service Awards in September 2025.
- Welcome the Bird's event would be held at Waikuku Beach.
- Attended briefing with the Police.
- Kaiapoi Promotions Association were undergoing a rationalisation of operations in preparation for the Council's funding review.
- Kaiapoi East Residents Association planting. They were forging a relationship with Kaiapoi High School.
- Attended Sterling Open Day. Their community initiatives were incredible.
- Attended All Drainage Advisory Groups meeting.

Brent Cairns

- Menzshed Woodend Dog Park completed shelters.
- Pegasus Residents Golf Tournament coming up – looking for sponsors.
- Attended Waimakariri Access Group meeting
- Inclusive Sports day photographer - a great event well done to Martin Pugh and Zack Lappin.
- Kaiapoi Art Expo - opening and Have a Go weekend.
- Blackwells Winter festival.
- Pegasus Residents' Group Annual General Meeting.
- Teddy Bears picnic at the Sterling - really good event.
- Abbeyfield Annual General Meeting - well attended by the community and look forward to working with the Council regarding identifying suitable land.
- Kaiapoi Promotions Annual General Meeting - small turn out.
- Attended Oxford-Ohoka Community Board meeting to talk about food forests.
- Met with staff and residents at Northbrook Reserve Rangiora regarding community food forest.
- Kaiapoi Promotions monthly meeting.
- Art on the Quay opening night - Kaiapoi High students.
- Local Government New Zealand conference - the first day felt like a beat up from Government regarding rates and how Councils spent funds and rates capping.
- Attended Neill Price's funeral.
- Waikuku Drop in - general acceptance of wanting money spent on facilities while carparking could wait.
- Kaiapoi Drop in regarding the District Plan.
- Kaiapoi East Residents Association planting day with Japanese students from Kaiapoi High School, Japanese Consul, another planting day was planned.
- Woodpecker Trust Annual General Meeting - good turnout.
- Met with local residents regarding noise off the motorway, which included New Zealand Transport Agency staff.
- Visited multiple times to St Barnabas Food Friday - donating food.
- Invited to attend Northern Bulldogs prize giving, the clubrooms were packed.
- Invited to Ako Maths event at the Kaiapoi Library, showcasing maths and art from local schools. Well done Michelle from Tuahiwi and Jason from the library.
- Drop in session with Mayor Dan Gordon.
- Invited to St Patricks playground opening - they funded upgrade to swings.

- Visited Noaia Trust, food forest designs and have started to provide training along with trees and plants.
- Meet the Neighbours at Silverstream event.
- Satisfy Food Rescue 10th birthday celebration.
- North Canterbury Neighbourhood Support meeting, along with visit to Amberley regarding car replacement.
- Food Secure North Canterbury hui in Amberley.
- Food Secure monthly meeting - developed a map of where all North Canterbury producers and growers were.
- Oxford Promotions meeting.
- Hosted ARA students visiting food forests - they were developing templates and process for community food forests.
- Hosted Vision West visit to Kaiapoi food forest.
- Kaiapoi Museum meeting - still trying to sort the lift to mezzanine.
- Met with a young student who was raising funds to travel to the United States of America. He introduced him to businesses and funding ideas.
- Kaiapoi Club Annual General Meeting - the room was packed.
- Invited to Baptist church playgroup event.
- Was part of a panel of Councillors that heard from Rangiora High students about ideas they had.
- Visited North Canterbury Wellbeing to talk about what was said by Rangiora High students.

Philip Redmond

- Attended Community Hub at Silverstream.
- Local Government New Zealand Conference in July was a highlight. The content provided was very good.
- The Waimakariri District would benefit from the changes proposed by the Police however at the expense of others.

T Bartle

- Attended All Boards Training Session where school speed zones were discussed.
- Attended Norman Kirk Park planting with the Japanese Ambassador.
- Attended Kaiapoi Promotions Association meeting. The speech give on Neill Price was very good.
- Attended the Hub opening day at the Sterling.

A Blackie

- Te Kohaka Trust:
 - Held a planting day with Students from Kaiapoi High School.
 - Were in the process of divesting all forestry assets to the Council.
 - Facing considerable funding issues and looking at options in next 12 months,
 - Huria Reserve planting day on Saturday 23 August 2025 at 10am.
 - Due to the possibility of Trust land being inundated with sea level rise in 100 years Environment Canterbury would not issue a resource consent to NZTA to relocate skinks into the park as they were an endangered species.
- Silverstream underwent a night shoot with 20 possums and hares culled.

N Atkinson

- Pressure regarding bureaucracy would continue to increase.

11 CONSULTATION PROJECTS

Nil.

12 BOARD FUNDING UPDATE

12.1 Board Discretionary Grant

Balance as at 1 July 2025: \$8,059.

12.2 **General Landscaping Budget**

Balance as at 1 July 2025: \$29,290, with carry forward to be calculated.

13 **MEDIA ITEMS**

14 **QUESTIONS UNDER STANDING ORDERS**

15 **URGENT GENERAL BUSINESS UNDER STANDING ORDERS**

NEXT MEETING

The next meeting of the Kaiapoi-Tuahiwi Community Board will be held at the Ruataniwha Kaiapoi Civic Centre on Monday 15 September 2025 at 4pm.

THERE BEING NO FURTHER BUSINESS, THE MEETING CONCLUDED AT 6.10PM.

CONFIRMED

Chairperson

Date

Workshop (6.10pm-7pm)

See Trim Ref: 250818151684

- *School Speed Limits Planning – Individual School Proposals – Peter Daly (Road Safety Coordinator) and Joanne McBride (Roading and Transport Manager) – 30 Minutes.*
- *Kaipoi Town Entrance Signs – Tori Stableford (Landscape Architect) – 20 Minutes*
- *164 Williams Street, Kaipoi – Licence to Occupy – two carparking spaces – Zena Gibbs (Property Services Officer) – 20 Minutes.*
- *Members Forum*

WAIMAKARIRI DISTRICT COUNCIL**REPORT FOR DECISION**

FILE NO and TRIM NO: RDG-31 / 250825156613

REPORT TO: KAIAPOI-TUAHIWI COMMUNITY BOARD

DATE OF MEETING: 15 September 2025

AUTHOR(S): Peter Daly, Road Safety Coordinator/Journey Planner
Joanne McBride, Roding and Transport Manager

SUBJECT: School Variable Speed Limits Proposal

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


General Manager


Chief Executive

1. SUMMARY

- 1.1. This report seeks a recommendation to the incoming Council on the implement of variable speed limits (VSL) outside of schools within the Boards area.
- 1.2. All Road Controlling Authorities (RCA's) are required to take all reasonable steps to implement Variable Speed Limits (VSL's) at school gates by 30 June 2026.
- 1.3. This requirement was put in place through the Land Transport Rule: Setting of Speed Limits 2024, which came into effect on 30 October 2024.
- 1.4. There are 27 schools within the Waimakariri District, and six (6) of these schools are within the Kaiapoi-Tuahiwi Community Board area.
- 1.5. Staff have reviewed and met with each school, then considered how the Rule should be implemented around each of the schools in the district.
- 1.6. The new Land Transport Rule: Setting of Speed Limits 2024, allows for either static or electronic signs to be implemented outside of schools. Electronic signs must be used where there is a need to use the variable speed limit for periods up to 10 minutes during the school day (e.g., there is school activity across two sides of a road during the day).
- 1.7. All schools are categorised as either:
 - Category One School – Generally urban and in a 50km/h area. There is activity on roads around the school. These schools are required to have a 30km/h variable speed limit. The school variable speed zone can be put in place for a distance of up to 150m either side of the active school gate(s).
 - Category Two – Generally more rural in nature, and in areas of higher speed limits. These schools are required to have a variable speed limit of 60km/h **or less**, dependent on the roadside activity level. The school variable speed zone can be put in place for a distance of up to 300m either side of the active school gate(s).
- 1.8. It is proposed to implement uniform variable speed time zones across the district as follows:
 - Morning – 8.20am to 9.20am (1 hour)
 - Afternoon – 2.30pm to 3.30pm (1 hour)

This allows for consistency across the district and will mean drivers can expect the same conditions outside all schools at the same time of day, during the school term. The variable speed limits would not apply during the school holidays, or on other days where children are not present e.g. teacher-only days.

- 1.9. All speed limits once approved and uploaded into the National Speed Limit Register (NSLR), will be legally enforceable.
- 1.10. A balanced approach has been taken when recommending the mix of electronic and static signs, with higher risk areas and schools which have a higher level of roadside activity being recommended for electronic signs, or where school activity is regularly occurring across a road.
- 1.11. A workshop was held with the Kaiapoi-Tuahiwi Community Board and the following feedback was received:
 - Request to consideration of the signage proposed for Robert Coup Drive given the lower traffic volumes.
 - Consideration of the proposed Variable Speed Limit zone at Te Kura o Tuahiwi be undertaken.

The Boards feedback has been incorporated into this proposal and report.

Attachments:

- i. Proposal for the schools in the Kaiapoi-Tuahiwi Community Board area (TRIM No. 250825156658).

2. **RECOMMENDATION**

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** Report No. 250825156613.

AND

THAT the Kaiapoi-Tuahiwi Community Board recommends:

THAT the In-coming Council:

- (b) **Approves** the following Variable Speed Limits for the schools in the Kaiapoi-Tuahiwi Community Board area:

| School and location of Proposed Variable Speed Limit | School Category | Proposed Variable Speed Limit | Time Zone | Signage Type |
|--|-----------------|-------------------------------|---|------------------|
| Clarkville School <u>Heywards Road</u> From 30m south of Tram Road to 320m south of Tram Road <i>RP 0.030 to RP 0.320</i> | 2 | 30km/h | Morning – 8.20am to 9.20am. Afternoon – 2.30pm to 3.30pm | Electronic signs |
| Kaiapoi Borough School <u>Hilton Street</u> 105 metres south of Rich Street to the north end of Hilton Street <i>(RP 0.030 to RP 0.320)</i> <u>Raven Quay</u> | 1 | 30km/h | Morning – 8.20am to 9.20am. Afternoon – 2.30pm to 3.30pm | Static signs |

| | | | | |
|--|---|--------|---|--|
| 62 metres south of Rich Street to the north end of Raven Quay <i>(RP 0.246 to RP 0.000)</i> <u>Rich Street / Revell Street</u> From Hilton Street, through the Raven Quay intersection, 12 metres into Revell Street. <i>Rich Street RP 0.005 to Revell Street RP 0.012</i> | | | | |
| Kaiapoi High School <u>Ohoka Road / Ohoka Road Overpass</u> From 45 metres west of Akaroa Street to 40 metres west of Robert Coup Road <i>Ohoka Road RP 0.556 to Ohoka Road Overpass RP 0.426</i> <u>Robert Coup Road</u> From 88 metres south of Glenvale Drive to Ohoka Road, 15 metres north of the first Ohoka Road intersection <i>Robert Coup Road RP 0.319 to Ohoka Road RP 0.216</i> <u>Glenvale Drive</u> From Robert Coup Road, 20 metres into Glenvale Drive <i>Glenvale Drive RP 0.000 to RP 0.020</i> <u>McDougall Place</u> From Robert Coup Road, 20 metres into McDougall Place <i>McDougall Place RP 0.000 to RP 0.020</i> <u>Otaki Street</u> From Ohoka Road, 50 metres into McDougall Place <i>Otaki Street RP 0.000 to RP 0.050</i> | 1 | 30km/h | Morning – 8.20am to 9.20am. Afternoon – 2.30pm to 3.30pm | Electronic signs on Ohoka Road Static signs in remaining sites. |
| Kaiapoi North School <u>Williams Street</u> 88 metres north of the Smith Street roundabout, to 80 metres north of Sims Road <i>Williams Street RP 2.107 to RP 2.496</i> <u>Coups Terrace</u> 20 metres into Coups Terrace from Williams Street <i>Coups Terrace RP 0.000 to RP 0.020</i> <u>Sims Road</u> | 1 | 30km/h | Morning – 8.20am to 9.20am. | Electronic signs on Williams Street |

| | | | | |
|---|---|--------|--|---|
| <p>20 metres into Sims Road from Williams Street <i>Sims Road RP 0.000 to RP 0.020</i> <u>Allison Place</u> From 20 metres south of Forest Lane to 200 metres south of Magnolia Boulevard <i>Allison Place RP 0.556 to RP 0.253</i></p> <p><u>Heney Street / Ranginui Drive</u> Heney Street 15 metres in from Ngahau Street to Ranginui Drive, 15 metres west of Ngahau Street <i>Heney Street RP 0.134 to Ranginui Drive RP 0.146</i></p> | | | <p>Afternoon – 2.30pm to 3.30pm</p> | <p>Static signs in remaining sites.</p> |
| <p>St Patricks School, Kaiapoi <u>Fuller Street</u> Fuller Street 40 metres in from Williams Street to 40 metres west of Peraki Street <i>Fuller Street RP 0.953 to RP 0.663</i></p> <p><u>Peraki Street</u> Peraki Street 30 metres north of Carew Street to 30 metres north of Fuller Street <i>Peraki Street RP 0.282 to RP 0.0583</i></p> | 1 | 30km/h | <p>Morning – 8.20am to 9.20am. Afternoon – 2.30pm to 3.30pm</p> | <p>Electronic signs on Fuller Street</p> <p>Static signs on Peraki Street</p> |
| <p>Te Kura o Tuahiwi Tuahiwi Road 220 metres south of Pitama Drive to 85 metres north of Pitama Drive <i>Tuahiwi Road RP 1.930 to RP 1.591</i></p> | 1 | 30km/h | <p>Morning – 8.20am to 9.20am. Afternoon – 2.30pm to 3.30pm</p> | <p>Electronic signs on Tuahiwi Road.</p> |

- (c) **Notes** that the National Speed Limit Register (NSLR) will only be updated to include the variable speed limits following approval by Council to implement the changes.
- (d) **Notes** that the Land Transport Rule: Setting of Speed Limits 2024 does not require a cost benefit calculation or public consultation when setting variable speed limits outside schools.
- (e) **Notes** that key stakeholders including the Police and NZ Transport Agency will be notified prior to the variable speed limits being implemented.
- (f) **Notes** that at the time of writing this report, co-funding for the installation of the variable speed signs has been requested but not yet approved. Staff will provide an update to the In-coming Council when the report is presented.

3. **BACKGROUND**

- 3.1. When the Land Transport Rule: Setting of Speed Limits 2024 was introduced, it placed requirements on Road Controlling Authorities (RCA's) to implement variable speed limits (VSL) for all school within its jurisdiction before 30 June 2026.

- 3.2. When the new Rule was introduced, accompanying guidelines were provided by NZ Transport Agency, outlining requirements as to how the new Rule was to be implemented.
- 3.3. Requirements included
- Council having to consult with each school as to their specific requirements.
 - Times of Variable Speed Limit application.
 - Signage specifications for those Variable Speed Limit's
 - Extent of the Variable Speed Limit's, relevant to the active school gates of each school.
- 3.4. There are 27 individual school in the Waimakariri District. By Community Board area this equates to:
- Oxford-Ohoka Community Board has five (5) schools.
 - Kaiapoi-Tuahiwi Community Board has six (6) schools.
 - Woodend-Sefton Community Board has three (3) schools.
 - Rangiora-Ashley Community Board has thirteen (13) schools.
- 3.5. Each Community Board has been briefed via a workshop on the proposal for the schools in their area. Feedback from each Community Board has been considered, and amendments to the proposal made as appropriate.

4. **ISSUES AND OPTIONS**

- 4.1. Staff workshopped the proposal for schools with the Kaiapoi-Tuahiwi Community Board's area on the proposed Variable Speed Limit outside schools.
- 4.2. To establish a recommendation regarding signage, staff considered
- a) How the school uses the roads outside their gates.
 - b) The speed and volume of traffic on the various roads.
 - c) Which signs (static or electronic) to use to implement the required Variable Speed Limits.
 - d) What times those Variable Speed Limits need to be in force.
- 4.3. During workshops with Council and the Community Boards, there was expressed a desire to align the Variable Speed Limit zone times across all schools, to reduce complexity facing drivers. This was preferred to having bespoke zone times for each school, based on their individual needs.
- Schools each have individual start and finish times, and various pick up and drop off congestion needs. A further complication is that two schools have different finish times on some days of the week, mostly focused on schools' sports requirements.
- 4.4. For this reason, it is proposed to standardise the variable speed limit implementation times across all schools in the district to:
- Mornings: 8.20 a.m. – 9.20 a.m. (60 minutes)
 - Afternoons: 2.30 p.m. – 3.30 p.m. (60 minutes)

4.5. Feedback from the Kaiapoi-Tuahiwi Community Board was generally supportive with the following specific item discussed as follows

- a) Further consideration of the signage proposed for Robert Coup Drive. The Board felt that given the relatively lower traffic volume and speed on Robert Coup Drive, that a static VSL sign would be more appropriate for that location. This change has been made.
- b) Further consideration of the proposed VSL zone at Te Kura o Tuahiwi was undertaken, and the zone adjusted to reflect the additional active school gate which was identified.

4.6. The following variable speed limits are proposed:

| School and location of Proposed Variable Speed Limit | School Category | Proposed Variable Speed Limit | Time Zone | Signage Type |
|---|-----------------|-------------------------------|---|--|
| Clarkville School <u>Heywards Road</u> From 30m south of Tram Road to 320m south of Tram Road <i>RP 0.030 to RP 0.320</i> | 2 | 30km/h | Morning – 8.20am to 9.20am. Afternoon – 2.30pm to 3.30pm | Electronic signs |
| Kaiapoi Borough School <u>Hilton Street</u> 105 metres south of Rich Street to the north end of Hilton Street <i>(RP 0.030 to RP 0.320)</i> <u>Raven Quay</u> 62 metres south of Rich Street to the north end of Raven Quay <i>(RP 0.246 to RP 0.000)</i> <u>Rich Street / Revell Street</u> From Hilton Street, through the Raven Quay intersection, 12 metres into Revell Street. <i>Rich Street RP 0.005 to Revell Street RP 0.012</i> | 1 | 30km/h | Morning – 8.20am to 9.20am. Afternoon – 2.30pm to 3.30pm | Static signs |
| Kaiapoi High School <u>Ohoka Road / Ohoka Road Overpass</u> From 45 metres west of Akaroa Street to 40 metres west of Robert Coup Road <i>Ohoka Road RP 0.556 to Ohoka Road Overpass RP 0.426</i> <u>Robert Coup Road</u> From 88 metres south of Glenvale Drive to Ohoka Road, 15 metres north of the first Ohoka Road intersection <i>Robert Coup Road RP 0.319 to Ohoka Road RP 0.216</i> | 1 | 30km/h | Morning – 8.20am to 9.20am. Afternoon – 2.30pm to 3.30pm | Electronic signs on Ohoka Road Static signs in remaining sites. |

| | | | | |
|---|---|--------|--|--|
| <p><u>Glenvale Drive</u> From Robert Coup Road, 20 metres into Glenvale Drive <i>Glenvale Drive RP 0.000 to RP 0.020</i></p> <p><u>McDougall Place</u> From Robert Coup Road, 20 metres into McDougall Place <i>McDougall Place RP 0.000 to RP 0.020</i></p> <p><u>Otaki Street</u> From Ohoka Road, 50 metres into McDougall Place <i>Otaki Street RP 0.000 to RP 0.050</i></p> | | | | |
| <p>Kaiapoi North School</p> <p><u>Williams Street</u> 88 metres north of the Smith Street roundabout, to 80 metres north of Sims Road <i>Williams Street RP 2.107 to RP 2.496</i></p> <p><u>Coups Terrace</u> 20 metres into Coups Terrace from Williams Street <i>Coups Terrace RP 0.000 to RP 0.020</i></p> <p><u>Sims Road</u> 20 metres into Sims Road from Williams Street <i>Sims Road RP 0.000 to RP 0.020</i></p> <p><u>Allison Place</u> From 20 metres south of Forest Lane to 200 metres south of Magnolia Boulevard <i>Allison Place RP 0.556 to RP 0.253</i></p> <p><u>Heney Street / Ranginui Drive</u> Heney Street 15 metres in from Ngahau Street, to Ranginui Drive, 15 metres west of Ngahau Street <i>Heney Street RP 0.134 to Ranginui Drive RP 0.146</i></p> | 1 | 30km/h | <p>Morning – 8.20am to 9.20am.</p> <p>Afternoon – 2.30pm to 3.30pm</p> | <p>Electronic signs on Williams Street</p> <p>Static signs in remaining sites.</p> |
| <p>St Patricks School, Kaiapoi</p> <p><u>Fuller Street</u> Fuller Street 40 metres in from Williams Street to 40 metres west of Peraki Street <i>Fuller Street RP 0.953 to RP 0.663</i></p> | 1 | 30km/h | <p>Morning – 8.20am to 9.20am.</p> <p>Afternoon – 2.30pm to 3.30pm</p> | <p>Electronic signs on Fuller Street</p> <p>Static signs on Peraki Street</p> |

| | | | | |
|--|---|--------|---|-----------------------------------|
| Peraki Street Peraki Street 30 metres north of Carew Street to 30 metres north of Fuller Street <i>Peraki Street RP 0.282 to RP 0.0.583</i> | | | | |
| Te Kura o Tuahiwi Tuahiwi Road 220 metres south of Pitama Drive to 85 metres north of Pitama Drive <i>Tuahiwi Road RP 1.930 to RP 1.591</i> | 1 | 30km/h | Morning – 8.20am to 9.20am. Afternoon – 2.30pm to 3.30pm | Electronic signs on Tuahiwi Road. |

4.7. The Kaiapoi-Tuahiwi Community Board has the following options available to them:

4.8. Option One: Recommend to the In-coming Council the proposed Variable Speed Limits outsides Schools in the Ward Area

Option One is to recommend to Council to approve this report and proceed with the implementation of the proposed variable speed limits outside schools in the ward area.

The implementation of these variable speed limits outside schools is a requirement of the Land Transport Rule: Setting of Speed Limits 2024 and is intended to improve safety for outside of the school gate. The proposal as outlined would ensure consistency in speeds and variable speed time zones across the district.

This is the recommended option because it allows staff to progress implementation of variable school limits outside schools and ensures compliance with the Land Transport Rule: Setting of Speed Limits 2024.

4.9. Option Two: Adopt an Amended Scope for the proposed Variable Speed Limits outsides Schools in the Ward Area

Option Two would see the Community Board recommend an amended motion to Council which changes the scope or timing of the variable speed limits.

This is not the recommended option as careful consideration has been given to the detail around the school variable speed zones and times, to ensure compliance with the Land Transport Rule: Setting of Speed Limits 2024.

4.10. Option Three: Retain the Status Quo and do not implement Variable Speed Limits Outside School

Option Three would result in the Community Board recommending to the Council that the report recommendations are declined and the status quo retained outside schools.

This is not the recommended option because this would result in Council as the Road Controlling Authority not complying with the Land Transport Rule: Setting of Speed Limits 2024.

The Rule requires all Road Controlling Authorities to have taken all practicable measures to implement variable speed limits outside of schools by 30 June 2026.

Implications for Community Wellbeing

There are implications on community wellbeing by the issues and options that are the subject matter of this report.

Lower speeds around schools improve safety and reduce the risk of death and serious injury. Children are among the most vulnerable of pedestrians due to their limited abilities and lack of experience. Their abilities can vary according to their age. Pedestrian injury occurs among all age groups, with children accounting for the highest percentage of hospitalisations.

4.11. 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 beyond the effect on the general motoring public.

The installation of electronic signage in Tuahiwi Road provides scope for future application of a Variable Speed Limit for use by the local hapū in the event of tangi, pursuant to Section 4.9(1)(b). This could support lower speeds around the Marae and through to the Urupā.

5.2. **Groups and Organisations**

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

School communities and Boards of Trustees are in support of this proposal, as confirmed by each of the school principals consulted. Most principals want electronic signage to be used at their schools.

5.3. **Wider Community**

The wider community is going to be affected by, or to have an interest in the subject matter of this report. Consideration of how the implementation of variable speed limits outside schools will take place has factored in the effect on the motoring public, and how that will influence compliance.

A communications plan will be developed to support the implementation of variable speeds outside of schools around the district.

6. **OTHER IMPLICATIONS AND RISK MANAGEMENT**

6.1. **Financial Implications**

There are significant financial implications of the decisions sought by this report.

The estimated cost per sign based is:

- Electronic signs estimated cost - Approximately \$15,000 installed per sign depending on equipment choices (data connections, remote control capacity).
- Static signs estimated to cost - Approximately \$1,500 per sign.

The estimated to cost implement signage across the district is \$1,200,000 for which the budget is included in the Annual Plan/Long Term Plan. This is included in PJ 102724.000.5133 with budget of \$1,000,000 in 2025/26 and \$240,000 in 2026/27.

Co-funding for the installation of the variable speed signs has been requested from NZ Transport Agency, however at the time of writing this report, has not yet approved. Staff will provide an update to the In-coming Council on the funding decision when the report is presented. Subsidy of 51% is anticipated through the National Land Transport Programme (NLTP).

A competitive tender process will be used to procure the supply and installation of the variable speed limit signs.

6.2. **Sustainability and Climate Change Impacts**

The recommendations in this report do not have sustainability and/or climate change impacts.

Providing safer low speed areas around can encourage walking & cycling which has sustainability and health benefits.

6.3. Risk Management

There are risks arising from the adoption/implementation of the recommendations in this report.

There is a risk that schools, parents or the public may not support the variable speed limits or had alternate preferences for speed limits or signage. Staff will continue to work closely with the schools to ensure they are well informed of progress in terms of the proposed changes, and work with the Communications Team to develop a Communications Plan to support the roll out of the new variable speed limits.

6.4. Health and Safety

There are health and safety risks arising from the adoption/implementation of the recommendations in this report.

Lower speeds around schools improve safety and reduce the risk of death and serious injury. Children are among the most vulnerable of pedestrians due to their limited abilities and lack of experience. Their abilities can vary according to their age. Pedestrian injury occurs among all age groups, with children accounting for the highest percentage of hospitalisations.

The physical works associated with implementation of installation of signage will be competitively tendered and the successful contractor will be required to meet minimum SiteWise requirements.

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

Land Transport Rule: Setting of Speed Limits 2024

7.3. Consistency with Community Outcomes

The Council's community outcomes are relevant to the actions arising from recommendations in this report. In particular, the following community outcomes are of relevance to the issue under discussion:

Social: a place where everyone can have a sense of belonging

- Our community has equitable access to the essential infrastructure and services required to support community wellbeing.

Environmental: a place that values and restores our environment

- People are supported to participate in improving the health and sustainability of our environment.
- The natural and built environment in which people live is clean, healthy and safe.
- Our communities are able to access and enjoy natural areas and public spaces.

7.4. Authorising Delegations

As per Part 3 of the Waimakariri District Council's *Delegations Manual*, the Kaiapoi-Tuahiwi Community Board has the delegated authority to maintaining an overview of services provided by the Council such as road works, water supply, sewerage, stormwater drainage, parks, recreational facilities, community activities, and traffic management projects within the community.

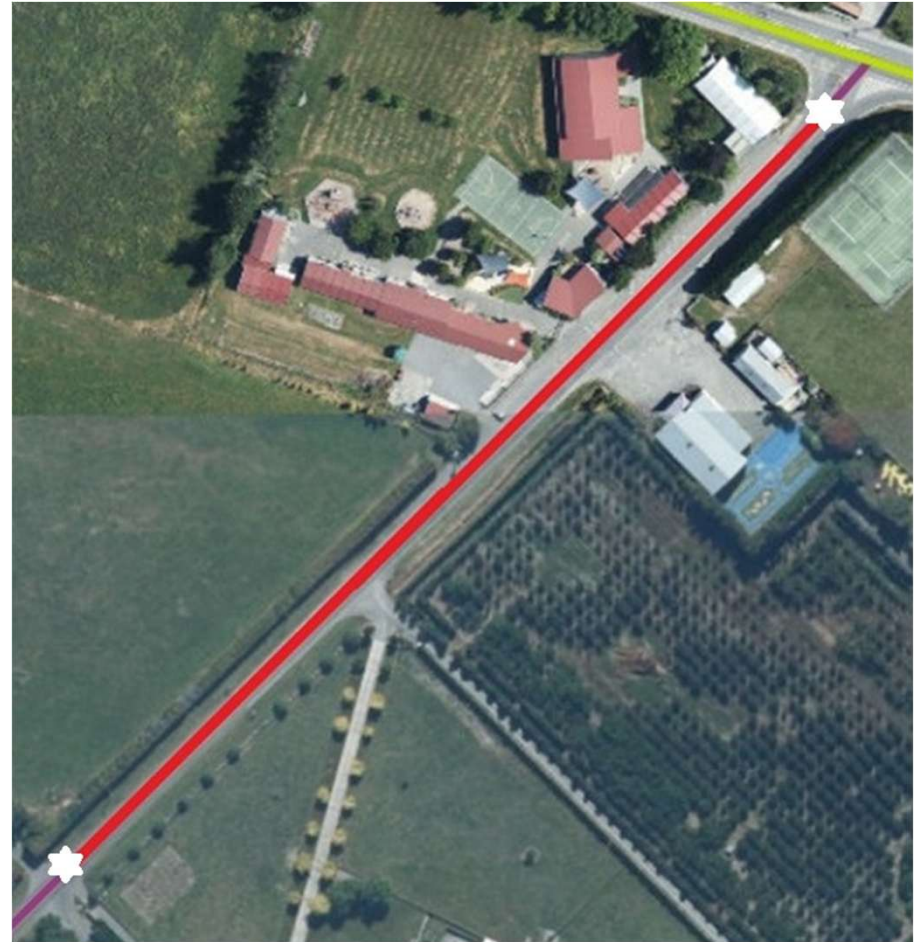
The setting of speed limits is required to be carried out by Council resolution.

Clarkville School

Considerations:

- Category 2 school, existing 70km/h speed area.
- Proposed 30km/h VSL.
- Pick up and drop off both sides of Heywards Road.
- Electronic signage proposed.
- A formal crossing point could be considered once the VSL is established.

Key:
Static Sign
Electronic Sign

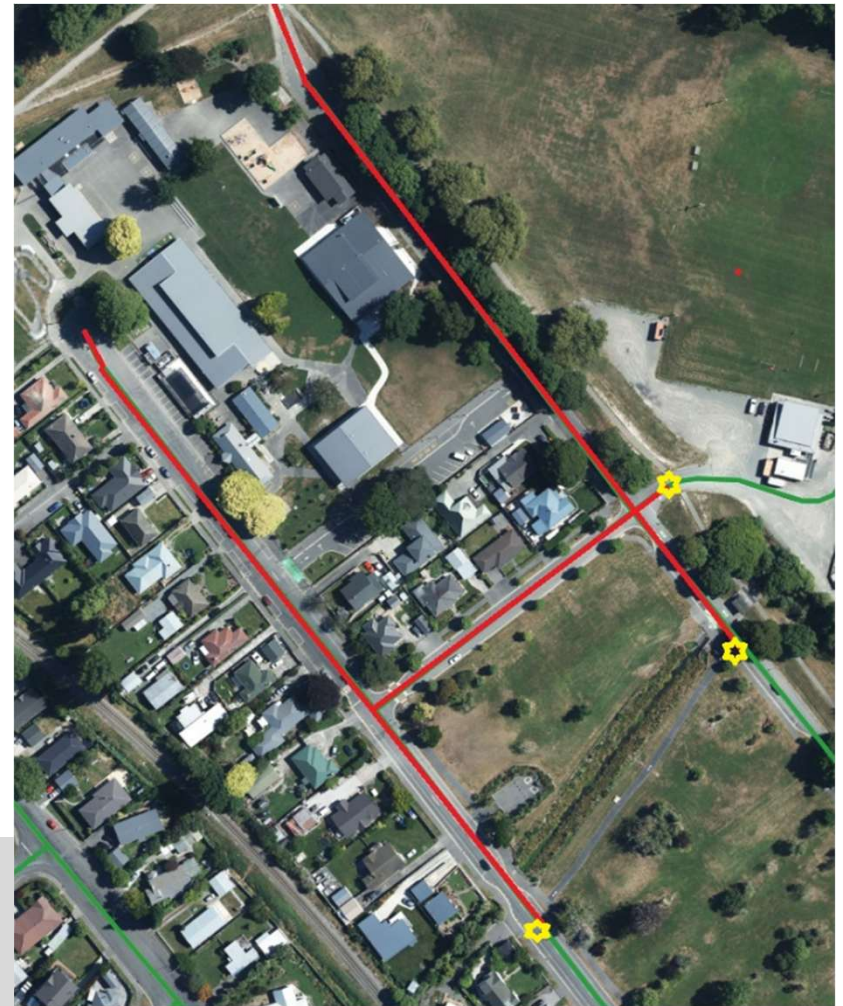


Kaiapoi Borough School

Considerations:

- Category 1 school, existing 50km/h speed area.
- 30km/h VSL required.
- School is at the end of two cul-de-sacs.
- Static signage is proposed for the school.

Key:
Static Sign
Electronic Sign

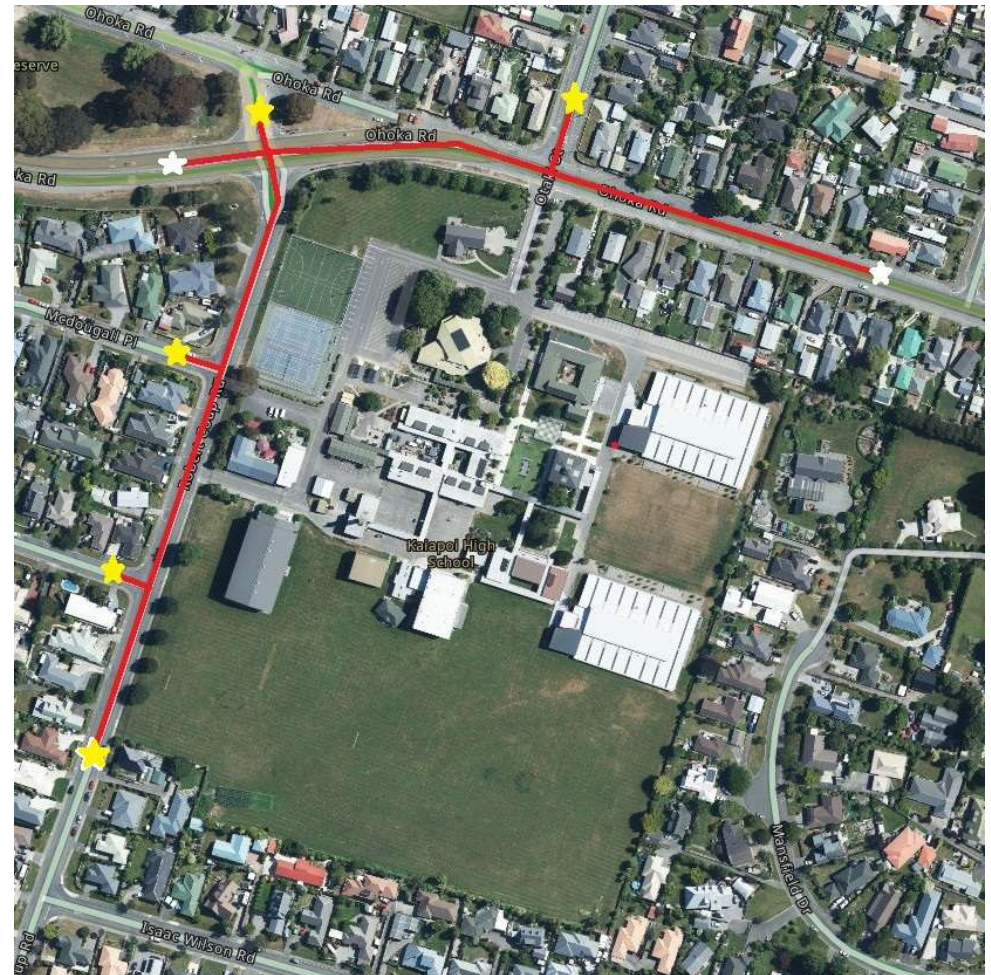


Kaiapoi High School

Considerations:

- Category 1 school, existing 50km/h speed area.
- 30km/h VSL required.
- Electronic VSL signs are proposed for Ohoka Road.
- Static VSL signs are proposed for all others.

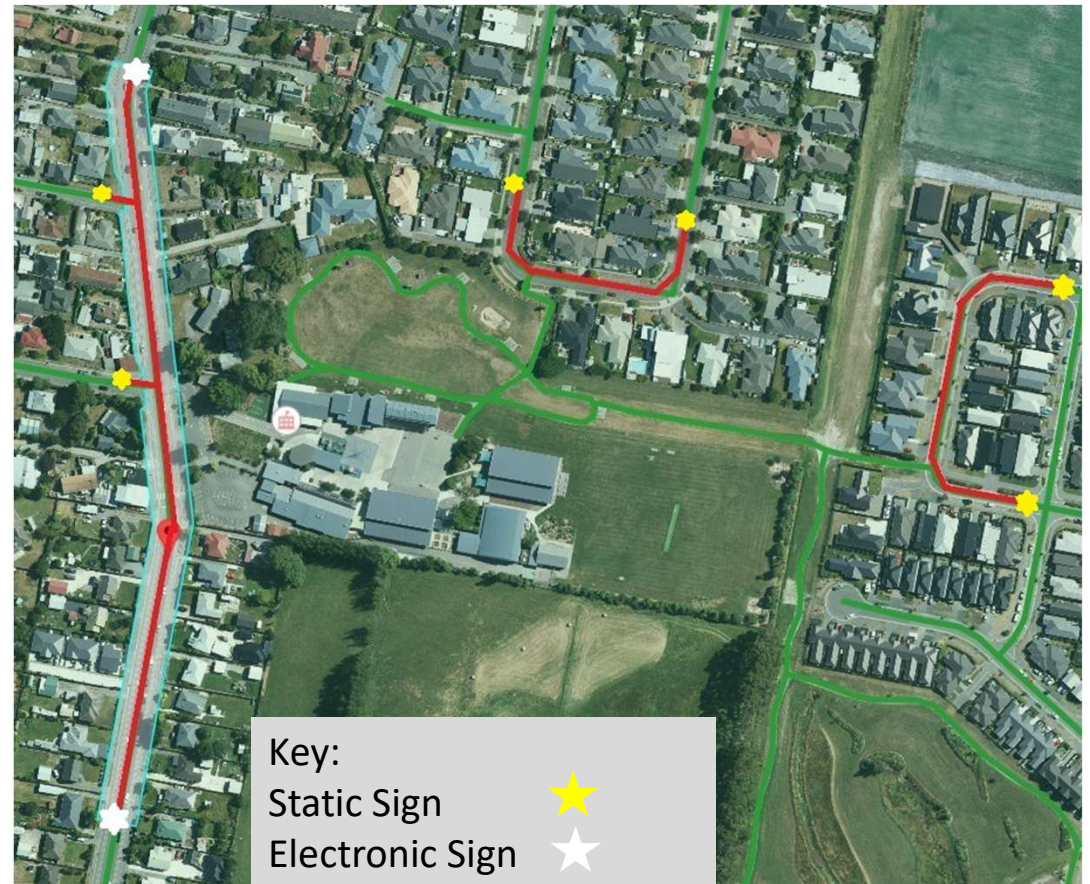
Key:
 Static Sign 
 Electronic Sign 



Kaiapoi North School

Considerations:

- Category 1 school, existing 50km/h speed area.
- 30km/h VSL required.
- Williams Street has existing 40km/h electronic signs. Proposed to reduce to 30km/h.
- Static VSL signs on side roads.
- Allison Crescent & Ranginui Drive are busy pick up & drop off areas.



St. Patricks School, Kaiapoi

Considerations:

- Category 1 school, existing 50km/h speed area.
- 30km/h VSL required.
- Fuller Street is busier / higher traffic volume.
- Electronic VSL proposed for Fuller Street.
- Static VSL signs proposed for Peraki Street.

Key:
Static Sign ★
Electronic Sign ☆



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Te Kura o Tuahiwi

Considerations:

- Category 1 school, existing 40km/h speed area.
- Proposed 30km/h VSL.
- School uses the marae each school day. Students crossing the road between the school and marae.
- Electronic VSL signs proposed for 10-minute activations at busy crossing times.
- In future could consider wider variable for events between the Marae and the Urupa.

Key:

Static Sign



Electronic Sign

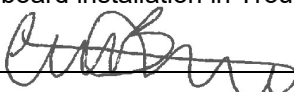


WAIMAKARIRI DISTRICT COUNCIL**REPORT FOR DECISION****FILE NO and TRIM NO:** RES-01-12 / 250815151440**REPORT TO:** KAIAPOI-TUAHIWI COMMUNITY BOARD**DATE OF MEETING:** 15 September 2025

AUTHOR(S): Chrissy Taylor-Claude, Parks Officer
 Jill Borland, Greenspace Strategy and Partnership Team Leader
 Martin Pugh, Community Development Facilitator

SUBJECT: Core board installation in Trousselot Park

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


 General Manager


 Chief Executive

1. SUMMARY

- 1.1. The purpose of this report is to seek approval to install a core board in Trousselot Park in Kaiapoi, as per Council recommendation from the 2024 Long Term Plan deliberations. Council received a submission from the Waimakariri Access Group (WAG) requesting that Core boards are considered in public spaces.
- 1.2. Councils' response to this submission was to instruct staff as follows:
 - **Approves** staff to work with the Waimakariri Access Group to find a suitable greenspace/public space to implement a Core board sign.
 - **Notes** that staff will report the outcome of this back to the Council for its information and have the Waimakariri Access Group comment on the outcome and use of the Core-board.
 - **Approves** staff in the customer service and libraries unit to work with the Waimakariri Access Group to look at printing and having Core-board resources available in both service centres and libraries.
- 1.3. The Community Development Facilitator has been taking a lead role with the WAG to work on this process and has linked Greenspace, Libraries and Aquatics together to educate and inform on how core boards would work if pursued for any location.
- 1.4. Core boards are a form of AAC (augmentative and alternative communication) and are used to assist individuals in various areas of language. These boards provide essential words and phrases that are frequently used in communication, enabling individuals to express themselves effectively, make choices, and engage in conversations.
- 1.5. Core boards have been used successfully in other districts across the country. These include Caroline Bay in Timaru, several parks in the Kāpiti District, Rolleston Library, Kowhai Park in Whanganui, and Porirua Aquatic Centre.
- 1.6. The Waimakariri Access Group (WAG) received a request from the Lighthouse Programme at Rangiora High School to install a core board in the district. WAG then included this request in their submission to Council's Long-Term Plan in 2024.

- 3.4. Core boards have been used successfully in other districts across the country. These include Caroline Bay in Timaru, several parks in the Kāpiti District, Rolleston Library, Kowhai Park in Whanganui, and Porirua Aquatic Centre.
- 3.5. The Waimakariri Access Group (WAG) received a request from the Lighthouse Programme at Rangiora High School to install a core board in the district. WAG then included this request in their submission to Council's Long-Term Plan in 2024.
- 3.6. From this submission, Council approved staff to work with WAG to find a suitable greenspace/ public space to implement a core board sign, with a view to installing a core board within each ward.
- 3.7. Staff began investigating options for where core boards could be located.
- 3.8. Core board locations have been identified and will also be proposed this month to the Woodend Sefton and Rangiora Ashley Community Boards. A location in Oxford Ohoka has yet to be identified and will be discussed with that Board in its new term.

4. ISSUES AND OPTIONS

- 4.1. Option 1: Approve installation of a core board in Trousselot Park.

Staff recommend this option because it was one of the possible locations recommended by members of our community and is supported by the Waimakariri Access Group. This park has accessible features such as wheelchair accessible pathways between the play features, an accessible toilet close by and has parking close by.

- 4.2. Option 2: Approve installation of a core board in another location in Kaiapoi.

Should this option be preferred, any locations suggested by the Board would need to be investigated by staff and brought back to the Board for approval. Staff have also looked wider and have considered that due to the proximity of the town centre, the car parking, accessible toilets and pathways close by, that this would be an ideal location for such an asset. The library being close by also adds to this.

- 4.3. Option 3: Decline installation of a core board

Should this option be preferred, staff will look at alternative locations in other wards. It should be noted that staff are also going to the Rangiora Ashley Community Board with a proposal to install a core board within their ward. As stated, this was a directive from the Council following the 2024 Long Term Plan deliberations to install a core board within a greenspace reserve.

- 4.4. **Implications for Community Wellbeing**

There are positive implications on community wellbeing by the issues and options that are the subject matter of this report. Being able to communicate with disabled and non-verbal children makes our parks accessible for more residents and whānau. In particular, the core boards will provide benefit for people with a variety of abilities within the district.

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

5. COMMUNITY VIEWS

- 5.1. **Mana whenua**

Te Ngāi Tūāhuriri hapū are not likely to be negatively affected by this project. It is intended to include Te Reo translations of the words on the core-board. Enabling bi-lingual communication for children whose whānau speak Te Reo Māori.

5.2. **Groups and Organisations**

There are groups and organisations likely to be affected by, or to have an interest in the subject matter of this report such as the Waimakariri Access Group and the Lighthouse Project as this was requested by them. Both groups have been made aware of and included in discussions regarding this project.

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 as the core board is proposed to be located in a popular public playground. The coreboard would be available for anyone to use regardless of age and ability and will support our community to become more inclusive.

6. **OTHER IMPLICATIONS AND RISK MANAGEMENT**

6.1. **Financial Implications**

There are financial implications of the decisions sought by this report.

This budget is included in the Annual Plan/Long Term Plan.

The sign would be made of ACM steel, with an estimated cost of \$445 and this will be paid through Greenspace Reserves Activation budget. The cost of installation would be covered under the existing Greenspace Reserve Activation budget (102565.000.5223).

The purpose of the Reserve Activation budget is to:

- 6.1.1. Encourage communities and individuals to engage with council parks and reserves to maximise the value of these assets to community
- 6.1.2. Programme activity to enable equity of access and proactive increases in participation to other wise static environments

The reserves activation budget for the current financial year has a total of \$5,110. It is currently committed to three projects leaving a total of \$2,920 available.

| Project | Amount |
|----------------------------|--|
| Victoria Park Core Board | \$445.00 |
| Trousselot Park Core Board | \$445.00 |
| Woodend Toilet Mural | \$1,300.00 (this being an up to amount). |

There would be no impact on rates.

Over time, the asset (core board) may need to be renewed. The asset will need to be included in Councils asset renewal programme and this cost can be included in the programmed Greenspace budgets in future Annual Plans/ Long Term Plans. The cost to maintain an individual sign is minimal and would be added into routine maintenance.

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 risks arising from the adoption/implementation of the recommendations in this report. Should the core board be installed, there is a risk of vandalism, which is the case

for any infrastructure in our public spaces. Council staff will monitor the park for any damage to ensure it is safe and functional for public use. If any vandalism were to occur, this would be covered by existing Greenspace budgets.

6.4. **Health and Safety**

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

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

Reserves Act

7.3. **Consistency with Community Outcomes**

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

Cultural

- Public spaces express our cultural identities and help to foster an inclusive society.

Social

- People are able to enjoy meaningful relationships with others in their families, whānau, communities, iwi and workplaces.
- Public spaces are diverse, respond to changing demographics and meet local needs for leisure and recreation.

Environmental

- Our communities are able to access and enjoy natural areas and public spaces.

7.4. **Authorising Delegations**

The Kaiapoi Tuahiwi Community Board has delegated authority to approve the recommendations in this report.

WAIMAKARIRI DISTRICT COUNCIL**REPORT FOR DECISION****FILE NO and TRIM NO:** RGN-05-30/250529097170**REPORT TO:** KAIAPOI-TUAHIWI COMMUNITY BOARD**DATE OF MEETING:** 15 September 2025**AUTHOR(S):** Isibéal Clark – Project Manager**SUBJECT:** Approval for Concept Plan and Leases - Murphy Park**ENDORSED BY:**
(for Reports to Council,
Committees or Boards)

 General Manager


 Chief Executive
1. SUMMARY

- 1.1. The purpose of this report is to seek five decisions from the Kaiapoi Tuahiwi Community Board. The report outlines proposed lease terms for several community groups, which form the basis of the recommendations.
- 1.2. The decisions sought cover leases for St Margaret's School and Aoraki Dragon Boat Association, and Waimakariri Outrigger Canoe Club, approving the design for St Margaret's College, and approving the updated concept plan for Murphy Park.
- 1.3. Staff have engaged with the above groups regarding the terms and conditions of the draft leases and have worked with them to answer questions. The groups are happy to progress with the draft leases.
- 1.4. The proposed lease agreements are for a term of 20 years with a 10-year right of renewal and an annual rent of \$1 for all groups.
- 1.5. In April 2025, staff presented a report to the Kaiapoi-Tuahiwi Community Board seeking approval for a concept plan for Murphy Park. Since then, detailed design work has been underway, including investigations into drainage and water-related costs, and confirmation of overall project expenses. A further modification has been made to the northern end of Revell Street.
- 1.6. The proposed concept change improves passive surveillance, activates the space, and reduces conflicts between vehicles and pedestrians. It also helps deter anti-social behaviour in the area. As this change differs from the previously approved concept, staff are seeking approval to proceed with the revised design.

Attachments:

- i. Murphy Park concept plan – (250617109868)
- ii. St Margaret's College draft lease – (250819152908)
- iii. St Margaret's College proposed concept design – (250818151984)
- iv. Aoraki Dragon Boat Association and Waimakariri Outrigger Canoe Club draft lease – (250819152925)

2. **RECOMMENDATION**

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** Report No. TRIM number 250529097170.
- (b) **Approves** the granting of a ground lease of 845m² to St Margaret's College at 10 Revell Street, Kaiapoi, for a term of 20 years. The lease will enable the construction of a facility for the storage of water sports equipment used by community and sports rowing groups, as well as the provision of changing rooms and toilet amenities.
- (c) **Approves** the granting of a ground lease of 506m² to the Aoraki Dragon Boat Association and the Waimakariri Outrigger Canoe Club at 10 Revell Street, Kaiapoi, for a term of 20 years. The lease will support the extension of their existing compound and provide additional space for the storage of water sports equipment used by community and sports rowing groups.
- (d) **Approves** delegated authority to the General Manager of Community and Recreation to finalise lease negotiations with interested parties.
- (e) **Approves** delegated authority to the General Manager of Community and Recreation to sign off on any final designs.
- (f) **Approves** the concept design from St Margaret's College (TRIM 250818151984).
- (g) **Approves** the Murphy Park concept plan for implementation (TRIM: 250617109868).
- (h) **Notes** that the lease fee for these groups will only be paid if requested (\$1.00 per annum) to fall in line with other community lease agreements, as determined by Council.
- (i) **Notes** the significant amount of funding towards development contributed by Woody B Ltd, such company being owned by a parent associated with St Margarets, and the pontoon will be vested to Council.
- (j) **Notes** costs in association with the construction of buildings and areas will be met by the user groups and are not included in the cost estimate.
- (k) **Circulates** the report to the Community and Recreation Committee for their information.

3. **BACKGROUND**

- 3.1. In April 2025, staff presented an updated concept plan for Murphy Park to the Community Board for approval. The plan was refined following consultation with all onsite groups to ensure it met their needs. Approval enabled staff to begin detailed site investigations and move into the developed design phase, which included engineering assessments for drainage and roading, as well as evaluating which provisional items could be incorporated.
- 3.2. Since then, staff have focused on the detailed design of the carpark, particularly around drainage and water services, and confirming overall project costs. A design change has also been made to the northern end of Revell Street, which differs from the previously approved concept.
- 3.3. The revised concept plan now includes the use of the existing enclosed carpark at the northern end of Revell Street, adding 11 new spaces to support white baiters, the general public, and sports ground users. A known issue at Murphy Park is that this area is frequently used for undesirable activities. The original concept proposed trimming the trees in this location and removing the car park. However, following further discussions with the Greenspace Team, it was identified that additional safety improvements were necessary in this particular area.

- 3.4. A gate has been installed at the end of Revell Street to encourage use of the adjacent carpark. While the gate cannot be permanently locked due to the road's legal status, it is intended to discourage vehicles from parking along the riverbank and support CPTED (Crime Prevention Through Environmental Design) principles.
- 3.5. In the previous design presented to the Community Board, it was proposed to remove this existing carpark and replace it with grassed landscaping. However, following further assessment, it has been determined that the carpark is in good condition and only requires minor repairs. Retaining the carpark will not add any cost to the project and will result in a cost saving of approximately \$18,000.
- 3.6. Following the engineer's assessment of the carpark and drainage, staff now have greater certainty around overall roading-related costs. This has resulted in a reduction of \$75,515 in roading-related expenses compared to the earlier high-level estimate. This may allow some of the provisional items previously suggested to proceed.
- 3.7. It has also been identified that the existing 40mm alkathene pipe which supplies water to the Northern Bulldogs Rugby League Club and is intended to supply water to the proposed community groups is nearing the end of its expected lifespan of approximately 50 years. Discussions with the Water Unit have confirmed that the pipe is likely to begin failing soon as was installed in the 1970s. To avoid future disruption, particularly the need to excavate the carpark again in the short term, a decision has been made to include the replacement within this project and replace the pipe now while other works are underway. The cost of this replacement will be shared: the Water Unit will cover costs up to the boundary, and the Murphy Park project will fund the portion within the boundary. This item will be listed as provisional as the replacement is not deemed as mandatory but is highly recommended.
- 3.8. The design process also highlighted the importance of clearly defining leased areas for both current and future user groups to support effective site layout planning in the area in which Kaiapoi Croquet previously occupied. As a result, four leased areas are proposed. St Margaret's College have confirmed interest. Discussions with Cure Boating are still ongoing, and a lease agreement will be brought to the Board in the near future for this group.
- 3.9. Staff have been working with Union Rowing since 2018. A lease was recently drafted with the intention that the club would relocate adjacent to St Margaret's. However, due to time and financial constraints, Union Rowing has confirmed they are unable to proceed with the relocation at this stage. They have committed to deconstructing their existing shed and removing the concrete pad to enable the redevelopment to move forward as planned. The club has indicated it may consider building on an available site in the medium to long term, subject to availability.
- 3.10. Staff engaged with solicitors Corcoran French to create a draft lease agreement for St Margaret's and Aoraki Dragon Boat Association, and Waimakariri Outrigger Canoe Club, including suitable terms and conditions. This Draft Deed of Lease for each group is included as an attachment to this report ('draft lease'). Permitted use for each group is outlined below:

Lease Conditions:

The inclusions across all leases are consistent and outline that they will be responsible for the payment of:

- Rates or levies payable to any local or territorial authority.
- Rubbish collection and recycling charges.
- Fire and Emergency New Zealand charges and the maintenance charges in respect of all fire detection and fire-fighting equipment.
- Charges for water, gas, electricity, telecommunications and other utilities or services, including line charges.
- Any insurance excess in respect of a claim.

- Insurance premiums and related valuation fees (if any) (but the Lessee will be liable for payment of insurance premiums).

All Leases have a clause advising that the Lessee shall take the risk of flooding into account in designing and constructing their buildings and shall ensure that all their Improvements are constructed and maintained in a secure and appropriate manner. It is a requirement to ensure that all equipment and plant and any chattels stored on the Premises are secured or stored in such a way that they are not likely to pose a risk to any person or to property during a flood or storm-related event.

Furthermore, all Lessee's agree that the Council (or a nominated third party) may undertake annual audits of the Lessee's activities on the premises. The Lessee must fully cooperate with these audits. These audits are distinct from any safety or compliance audits required under applicable laws or regulations.

The pontoon is a public asset. It has been noted that all lessee's must not block or interfere with the public's right to use the Pontoon. This includes not putting up signs, barriers, or doing anything that might stop or discourage people from using it. All leaseholders must also need to make sure that their own use of the Pontoon, or use by their guests, doesn't stop the public from accessing it.

St Margarets do have a statement in their lease acknowledging the contribution made towards the development of the rowing area by Woody B Limited, such company being owned by a parent associated with the school, and the collaboration that has occurred between Woody B Limited and Council to construct and install the Pontoon for use by the public, rowing clubs and the like. Nothing in this Lease entitles St Margarets to exclude or remove the public, or any member of the public, from the Pontoon

Intended Use and building plans

St Margarets College

Intended Use - Storage of water sports equipment for community and sports rowing, changing facilities and toilets – leased area 845m².

Building Plans - St Margaret's College is proposing a new building 30x20m. The facility will include lockers and four toilets. The exterior will be finished in Karaka green (a dark green shade), and the College intends to install signage featuring the school's branding on the building. All signage would require prior approval from the Community and Recreation General Manager before installation.

Aoraki Dragon Boat Association and Waimakariri Outrigger Canoe Club

Intended Use - Storage of water sports equipment for community and sports rowing.

Building Plans - The Aoraki Dragon Boat Association and the Waimakariri Outrigger Canoe Club currently occupy part of the proposed lease area without a formal agreement and have done for many years. A small shed currently exists within their compound area. The new agreement extends the leased area to 506m², allowing for the installation of perimeter fencing and the placement of a storage container on site for storage of boats.

4. ISSUES AND OPTIONS

- 4.1. Staff have updated the concept plan to include a redesigned layout for the carpark at the northern end of Revell Street, as well as to show the proposed leased area sizes for the land previously occupied by the Kaiapoi Croquet Club. All affected groups have been consulted regarding these additional changes. The key updates to the plan are outlined below (refer to Attachment i for the updated plan):

- Clearly defined leased areas for both relocated and future storage sheds.
- Extended hardstand area to provide convenient access to the pontoon and for rigging/wash-down activities for all future buildings.
- Formalised car parking with 20 spaces (reduction of 2 at Pontoon end).
- An additional 11 formalised car parking spaces at the northern end of the site. This enhancement improves overall site functionality and contributes to a safer area for users.
- Defined access points
- Renewing the existing 40mm alkathene pipe
- Rain Gardens added

Option 1: Approve recommendations contained in this report – this is the recommended option.

Staff recommend that the Board approve the attached concept plan to allow implementation of the plan, as the plan changes have been made to improve safety and to provide effective layout and planning. If the Board approves the plan, staff will proceed on finalising the design and proceeding to tender.

A number of provisional items have been included and prioritised and will be removed based on contract prices until we meet the budget available. The path around the outside is one of the major provisional items easily removed and could easily be added in the future if budget becomes available.

- Construction Planning – Approving of the leases will allow the groups to carry on with the planning of the construction, which will allow them to apply for building consents required.

Option 2: Decline the recommendations contained within this report – This is not the recommended option.

- Cost escalations for building costs – Declining of the leases will cause construction delays for these groups, which may result in cost escalations, which will affect the budget they have available as well as affect stakeholder relationships and engagement.

- To progress with the development, St Margaret's College must relocate from their current location at Murphy Park, as most of the site works cannot proceed until they have moved. Not awarding these leases will hinder the development of the site. The groups would still need to find an alternative site to operate from and given that private purchase or lease is likely to be unaffordable and the amount invested so far, Council land may be the only viable option.

This is not the recommended option.

Implications for Community Wellbeing

There are implications on community wellbeing by the issues and options that are the subject matter of this report.

There are implications on community wellbeing by the issues and options that are the subject matter of this report. The provision of quality greenspaces within our district are important to the health and wellbeing of our residents. This also provides additional wellbeing options for rowers within the existing clubs.

- 4.2. 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.

Initial consultation with Ngāi Tūāhuriri was undertaken in 2018, during which the Kaitiaki expressed support for the proposed development of a rowing precinct. This included the rowing base, car parking, and pontoon, with no concerns raised at the time. Their support was recorded on the basis that the project would benefit both Kaiapoi and the wider community.

While the scope of the project has remained largely unchanged since 2018, the location has shifted. Given the time elapsed since the original consultation, the updated plan—including the new location and the broader concept—will be re-consulted with Ngāi Tūāhuriri to seek further input. Ngāi Tūāhuriri have already been consulted regarding the pontoon procurement and have not made any submissions in response.

5.2. **Groups and Organisations**

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

St Margarets

Staff have been working closely with St Margarets Rowing Club over the last 5 or more years. This includes onsite meetings, email updates, and consultation/feedback on the draft plans. This club will be one of the main user groups of the rowing area and Woody Blakely who is designing and constructing the pontoon has been identified as a parent within this school. St Margarets have indicated that they find the current arrangements challenging and have identified issues with the flooding of their compound.

St Margarets have completed three workshops to Kaiapoi-Tuahiwi Community Board over the years, expressing their health and safety concerns of the area.

Aoraki Dragon Boat Association and Waimakariri Outrigger Canoe Club

Staff met with Waimak Dragons in 2024, presenting the overall plan and incorporating their needs for an extended compound and organising safety improvements of their current boat ramp. They will benefit from the general civil works and landscaping upgrades to the rowing area. Some initial works were undertaken in 2024 to provide minor surface upgrades to the existing boat ramp that dragon boat clubs use.

KORE

KORE provides water sport programs to schools, groups, and individuals, offering activities such as sailing, stand-up paddleboarding, kayaking, and other water-based outdoor activities, including water skills and safety training. While there are no plans to change the location of KORE's activities on the Kaiapoi River, a meeting was held with the group to ensure that the creation of a pontoon would not adversely affect their activities. KORE has confirmed they are comfortable with the existing design.

Northern Bulldogs Rugby League

In 2024, staff met with the Northern Bull Dogs Rugby League to present the concept plan. The members were not opposed to the concept and appreciated the proposed safety improvements. Staff assured them that they would be kept informed to prevent any safety or communication issues. The preliminary draft concept plan does not affect the current field layout, clubrooms, parking, or toilets/changing rooms and provides further parking for League spectators.

ECan

Staff have met with an Environment Canterbury representative to seek preliminary feedback on the proposed Murphy Park works. No major issues were raised in relation this; however, it was noted that the proposal would be subject to the standard resource consenting process.

Identified stakeholders, including the relevant Community Board, will be advised of these works by way of a Start Work Notice to be distributed prior to establishment on site.

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.'

In 2018 a consultation process was carried out on the 2018 Draft Plan. Forty-three pieces of feedback were received, mostly in support of the proposal. It should be noted that staff have engaged with all directly affected groups on the new concept plan and that the wider public consultation was based on the 2018 plan. However, staff expect that the sentiments are still likely to be similar with the updated draft plan.

6. **OTHER IMPLICATIONS AND RISK MANAGEMENT**

6.1. **Financial Implications**

There are financial implications of the decisions sought by this report.

The budget below shows the available budget for the site works spread over multiple budgets. This budget is for all works, including the pontoon, demolition, civil works, and drainage.

| Budget Name | Murphy Park | Kaiapoi Riverbanks Rowing Precinct | Greenspace Carpark Renewals | Kaiapoi River Sport User Hub | TOTAL |
|---------------------------|-----------------|------------------------------------|-----------------------------|------------------------------|------------|
| PJ Number | 100278.000.5224 | 100275.000.5224 | 100293.000.5224 | 101185.000.5225 | |
| Total Budget ^a | \$ 208,900 | \$ 289,900 | \$ 100,000 | \$ 250,000 | \$ 848,800 |

| | TOTAL |
|---|---------------------|
| Total Budget ^a | \$ 848,800 |
| Spent to date (including carry over) ^b | \$ 90,210 |
| Other project commitments ^c *This figure includes the pontoon | \$207,942.31 |
| Total existing commitments ^d (=b+c) | \$298,152.31 |
| Remaining Budget g (= a – d) | \$550,647.69 |

This leaves an available budget of \$550,647.69 for the remaining site works shown in the concept plan. These works include site clearance, croquet facility demolition, road/hardstand areas rebuilds, new parking, Murphy Park esplanade walkway, general landscaping and safety improvements, and drainage. The high-level cost estimate for these works (excluding the pontoon) shows an estimate of \$567,541.30. This does include several provisional items and 15% contingency of \$71,199.30.

The provisional items proposed to be included are:

| NO. | ITEM – includes 15% contingency | TOTAL |
|-----|---|---------------------|
| 1. | Pathing <i>Item 17 - Crusherdust path with timber edge around river edge</i> | \$70,840 |
| 2. | Trees <i>Item 18 - Tree planting NW corner</i> | \$3,450 |
| 3. | Path <i>Item 11 - Link path on stopbank with asphalt surface.</i> | \$4,398.75 |
| 4. | Fencing <i>Item 15 – Bollard and Cable Western Edge</i> | \$11,298.75 |
| 5. | Roading <i>Item 13 – New chipseal surface</i> | \$21,426.80 |
| 6. | Water Connection <i>Water connection upgrade to 40mm</i> | \$21,850 |
| | TOTAL | \$133,264.30 |

The below shows the estimated amount for the remaining site works if the provisional items did not proceed:

| | |
|---|-----------|
| TOTAL | |
| Total without Provisional Item 1 | \$496,701 |
| Total without Provisional Items 1 and 2 | \$493,251 |
| Total without Provisional Items 1, 2, and 3: | \$488,852 |
| Total without Provisional Items 1, 2, 3, and 4 | \$477,554 |
| Total without Provisional Items 1, 2, 3, 4 and 5 | \$456,127 |
| Total without Provisional Items 1, 2, 3, 4, 5 and 6 | \$434,277 |

Staff have started work on the resource consent, and our goal is to begin physical construction this year and complete the project by the 2026/27 financial year.

Annual rent will be set for this lease at \$1 per annum, which is in line with other community group ground leases. Reasonable legal costs associated with the negotiation, preparation and execution of the Leases will be met by each Lessee

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

As per previous reports, Council is contributing \$100,000 to the cost of the pontoon with the balance contributed by Woody B Ltd who is a parent of St Margarets College. When completed, the pontoon will have an asset value of approximately \$300,000.

This budget is included in the Annual Plan/Long Term Plan.

6.2. Sustainability and Climate Change Impacts

The recommendations in this report do have sustainability and/or climate change impacts. One of the impacts of climate change is more severe weather patterns which has a correlated effect on flooding within the Kaiapoi River. Discussions have been held with each group around the risk of flooding, how this is managed is directly outlined in the risk management section.

6.3. **Risk Management**

There are risks arising from the adoption/implementation of the recommendations in this report.

Resource consent from Environment Canterbury and the Waimakariri District Council will be required for the construction of the storage sheds, and earthworks. Building consent will also be required for the storage sheds. The project team is applying for a consent which will cover the earthworks portion of the project and each individual lease holder will be responsible for their building consents.

All Leases have a clause advising that the Lessee shall take the risk of flooding into account in designing and constructing their buildings and shall ensure that all their Improvements are constructed and maintained in a secure and appropriate manner. It is a requirement to ensure that all equipment and plant and any chattels stored on the Premises are secured or stored in such a way that they are not likely to pose a risk to any person or to property during a flood or storm-related event.

In the case of an emergency, the Lessees shall act promptly on any emergency orders or directives issued by any Authority and in particular shall comply with all orders or directives during flooding events where any of the Lessee's Improvements or any equipment, plant or chattels stored on the Premises may become a hazard and pose a risk to any person or property.

6.4. **Health and Safety**

There are health and safety risks arising from the adoption/implementation of the recommendations in this report.

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

7. **CONTEXT**

7.1. **Consistency with Policy**

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

7.2. **Authorising Legislation**

Reserves Act, 1977:

- The proposed site works are consistent with the anticipated use of Recreation Reserves under the Act (Section 17).
- The proposed works are consistent with the Sport and Recreation Reserves Management Plan (Section 41).

Resource Management Act, 1991:

The storage sheds and storage compound will require resource consent from Environment Canterbury and the Waimakariri District Council for works in or near a river.

7.3. **Consistency with Community Outcomes**

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

Environmental

...that values and restores our environment...

- The natural and built environment in which people live is clean, healthy, and safe.
- Land use is sustainable; biodiversity is protected and restored.

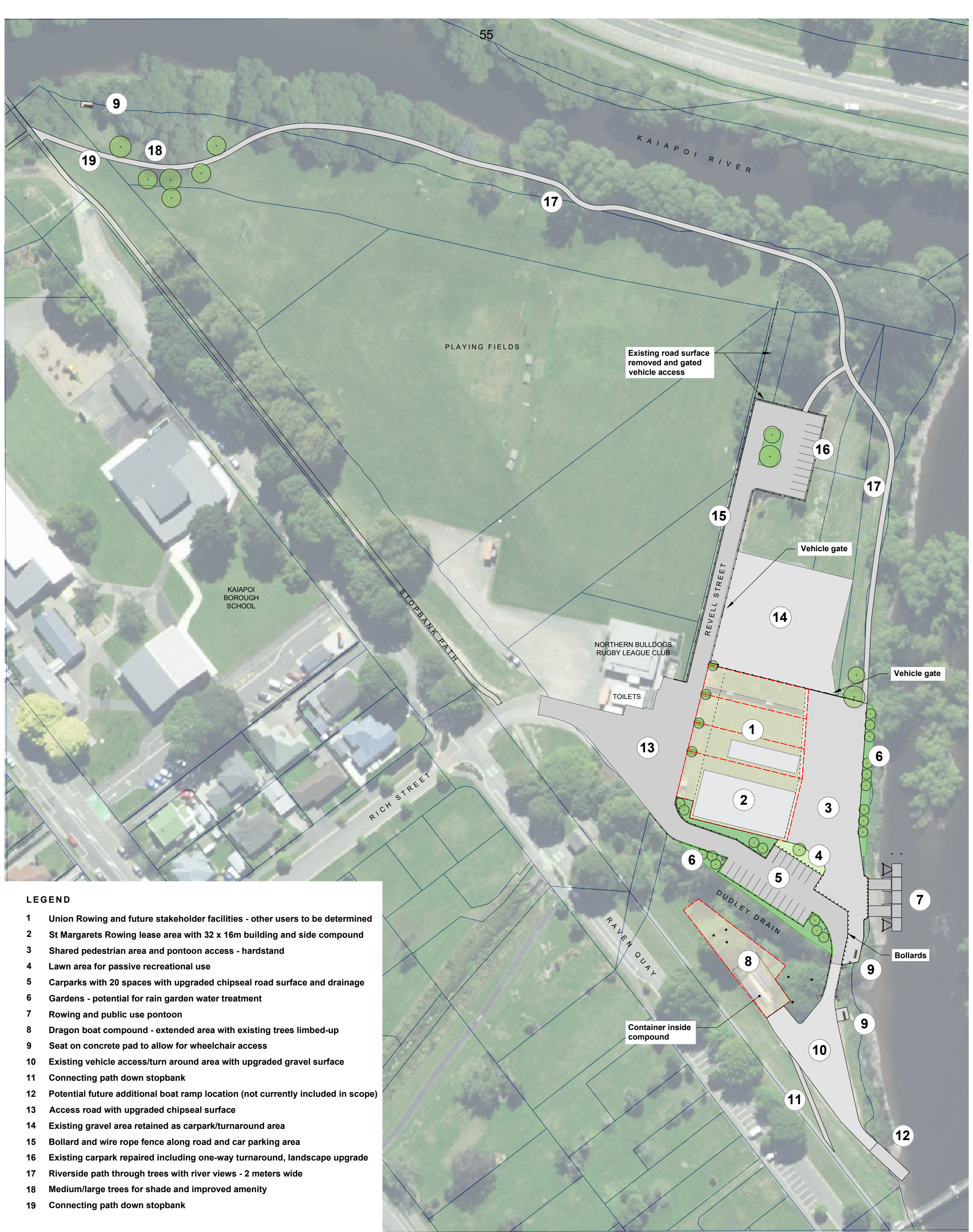
- Our district is resilient and able to quickly respond to and recover from natural disasters and the effects of climate change
- Our communities are able to access and enjoy natural areas and public spaces.

Social

- A place where everyone can have a sense of belonging...
- Public spaces are diverse, respond to changing demographics, and meet local needs for leisure and recreation.

7.4. **Authorising Delegations**

The Kaiapoi-Tuahiwi Community Board have the delegation to approve the recommendations in this report.



**WAIMAKARIRI DISTRICT COUNCIL
("Council")**

and

**ST MARGARET'S COLLEGE
("Lessee")**

**DEED OF LEASE
AREA 2, MURPHY PARK, KAIAPOI**

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Dated the day of 2025

PARTIES

1. **WAIMAKARIRI DISTRICT COUNCIL (“Council”)**
2. **ST MARGARET’S COLLEGE (“Lessee”)**

BACKGROUND

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

PARTICULARS OF LEASE

| | |
|------------------------------|---|
| Land | The land situated at Revell Street, Kaiapoi which is legally described as Lot 10-11 and Lot 13 Deposited Plan 1280, Rural Section 39022 and Part Rural Section 321 and being the land contained in Records of Title CB524/86, CB6B/568 and CB110/137. |
| Premises | Means that part of the Land identified as Area 2 on the Plan and being approximately 845 square metres in size. |
| Common Areas | Means those parts of the Land identified as Areas 3, 7, 9, 10, 13 and 14 on the Plan. |
| Initial Term of Lease | Twenty (20) years from the Commencement Date. |
| Renewal Term | One renewal term of ten (10) years from the Renewal Date. |
| Commencement Date | 1 October 2025 |
| Renewal Date | 30 September 2045 |
| Final Expiry Date | 30 September 2055 (if the Renewal Term is exercised). |
| Annual Rent | \$1.00 per annum, plus GST (if any) (if demanded). |
| Rent Review Dates | Not applicable (subject to clause 4.1 of Schedule A). |
| Permitted Use | Storage of water sports equipment for community and sports rowing, changing facilities and toilets. |

| | |
|---------------------------------------|--|
| Minimum Public Risk Insurance | Not less than one million dollars (\$1,000,000.00). |
| Default Interest Rate | 14% per annum |
| Council's Address | C/- The Chief Executive Officer Waimakariri District Council Private Bag 1005 RANGIORA 7440 |
| Lessee's Address | C/- The Principal St Margaret's School 12 Winchester Street Merivale CHRISTCHURCH 8014 |
| Lessee's contact email address | diana.patchett@stmargarets.school.nz |
| Lessee's contact phone number | 03 379 2000 |
| Included Outgoings | <p>(1) Any costs in relation to cleaning, maintenance and repair charges for which Council is responsible under this Lease.</p> <p>(2) Council's management costs in relation to this Lease including preparation of invoices, routine inspections, and arranging repairs which are the responsibility of Council.</p> |
| Excluded Outgoings | <p>(1) Rates or levies payable to any local or territorial authority.</p> <p>(2) Rubbish collection and recycling charges.</p> <p>(3) Fire and Emergency New Zealand charges and the maintenance charges in respect of all fire detection and fire-fighting equipment.</p> <p>(4) Charges for water, gas, electricity, telecommunications and other utilities or services, including line charges.</p> <p>(5) Any insurance excess in respect of a claim.</p> <p>(6) Insurance premiums and related valuation fees (if any) (but the Lessee will be liable for payment of insurance premiums as required under clause 13 of Schedule A).</p> |
| Additional Terms or Conditions | <p>(1) In addition to the Lessee's general maintenance obligations under clause 7 of Schedule A, the Lessee must at its cost maintain all Improvements in a good condition, including but not limited to the Lessee's Improvements.</p> <p>(2) The Lessee acknowledges that areas adjoining the Premises may be available for public access as authorised by Council, and Council desires the Lessee and the Neighbouring Tenants to co-operate with each other and with Council in order to</p> |

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| | <p>increase community engagement and not to unreasonably interfere with use by the public of other parts of the Land as authorised by Council.</p> <p>(3) The Lessee is granted a non-exclusive licence right to use the Common Areas and the Pontoon for purposes associated with its use of Premises subject to any covenants, conditions, agreements and restrictions set out in the Schedules to this Lease.</p> <p>(4) The areas shown marked on the Plan attached as Schedule B to this Lease are approximate and indicative only and are subject to survey and may be varied by Council by notice to the Lessee, provided that Council may not vary the Premises so that any Building constructed by the Lessee in accordance with the terms of this Lease and located in a position pegged by the Lessee and subsequently approved by Council in writing, is outside the boundaries of the revised Premises following variation by Council in accordance with this Additional Term (4).</p> <p>(5) The parties acknowledge the contribution made towards the development of the rowing area by Woody B Limited, such company being owned by a parent associated with the Lessee, and the collaboration that has occurred between Woody B Limited and Council to construct and install the Pontoon for use by the public, rowing clubs and the like. The parties agree that the Pontoon shall be available for public access and use and nothing in this Lease entitles the Lessee to exclude or remove the public, or any member of the public, from the Pontoon without Council's prior written consent. In particular, the Lessee shall not restrict, obstruct, or otherwise interfere with the public's right to access and use the Pontoon, including but not limited to, placing signage, barriers or engaging in conduct that may deter or prevent public use. The Lessee shall ensure that use of the Pontoon by the Lessee or its invitees does not infringe upon the public's right to access the Pontoon.</p> <p>(6) Council intends to construct the Property Services to serve the Land. Council will advise the Lessee in writing when installation of the Property Services is completed.</p> <p>(7) The Lessee may, at the Lessee's cost, connect the Lessee's Services to the Property Services at the Connection Point and via a route approved by Council and have the water and electricity services separately metered.</p> <p>(8) If the Lessee connects the Lessee's Services to the Property Services, the Lessee shall enjoy the rights and be subject to the obligations in relation to the Lessee's Services and Property Services set out in Schedule C.</p> <p>(9) The Lessee acknowledges that the Land is situated in a flood zone and accordingly the Premises are subject to the risk of</p> |
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| | <p>flooding. The Lessee agrees to occupy and use the Premises at the Lessee's risk and accepts all risks associated with the environmental conditions.</p> <p>(10) The Lessee shall take the risk of flooding into account in designing and constructing the Lessee's Improvements on the Premises and shall ensure that all the Lessee's Improvements are constructed and maintained in a secure and appropriate manner. The Lessee shall also ensure that all equipment and plant and any chattels stored on the Premises are secured or stored in such a way that they are not likely to pose a risk to any person or to property during a flood or storm related event.</p> <p>(11) In the case of an emergency, the Lessee shall act promptly on any emergency orders or directives issued by any Authority and in particular shall comply with all orders or directives during flooding events where any of the Lessee's Improvements or any equipment, plant or chattels stored on the Premises may become a hazard and pose a risk to any person or property.</p> <p>(12) The Lessee releases Council from all claims and demands of any kind and from all liability which may arise in respect of any damage, loss or inconvenience occurring to the Lessee, its members, agents, employees or its invitees in or about the Premises or to any other person or any property in or about the Premises or access to the Premises due to any flooding or storm related events and/or the Lessee's failure to so comply with any of the obligations in Additional Terms (9), (10) and (11).</p> <p>(13) The Lessee agrees that Council (or a third party nominated by Council) may undertake annual audits of the Lessee's activities on the Premises. The Lessee agrees to fully co-operate with the annual audits and the provisions of clause 12 of Schedule A of this Lease (Council's rights of entry) shall apply. For the avoidance of doubt, these annual audits shall be carried out by or on behalf of Council in its capacity as lessor under this Lease and they are distinct from, and do not replace, any safety or compliance audits that may be required under applicable laws or regulations.</p> <p>(14) Further to the provisions relating to development of the Premises set out in Schedule A of this Lease, the parties acknowledge and agree that:</p> <p>(a) Council intends to apply for resource consent solely in Council's capacity as the owner of the Premises for the purpose of facilitating the overall development of the Land and will forward a copy of such resource consent to the Lessee. The Lessee shall, at its cost, comply with all of the conditions set out in such resource consent which relate the Lessee's activities on the Premises; and</p> <p>(b) If the Lessee requires any additional resource consent,</p> |
|--|--|

| | |
|--|--|
| | building consent, permit, planning approval, licence, or permission for the construction, modification or operation of any Building, structure or facility on the Premises or the Lessee's activities on the Premises then the Lessee shall, at its cost, obtain and comply with the same. |
|--|--|

The Parties Agree

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

Executed as a Deed:

**THE COMMON SEAL of
WAIMAKARIRI DISTRICT COUNCIL
was affixed in the presence of
its Authorised Officers:**

Signature of Authorised Officer

Signature of Authorised Officer

Name of Authorised Officer

Name of Authorised Officer

**Signed for and on behalf of
ST MARGARET'S COLLEGE
by its Authorised Signatories:**

Signature of Authorised Signatory

Signature of Authorised Signatory

Name of Authorised Signatory

Name of Authorised Signatory

SCHEDULE A
(Specific Terms)

1. INTERPRETATION

1.1. In this Lease unless the context indicates otherwise:

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

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

“Building” means the whole or part of any building and, where not repugnant to the context, includes any alterations or additions to any building;

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

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

“Connection Point” means the point for connecting the Lessee’s Services to the Property Services as nominated by Council;

“Contemplated Works” means the Lessee’s contemplated building works in accordance with the plans and specifications at Schedule D;

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

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

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

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

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

“Improvements” means Council’s or the Lessee’s property situated in, or on the Premises and includes without limitation the Lessee’s Improvements, and all Buildings, structures and improvements and all fixed equipment and plant (but excludes all equipment and plant that is not fixed and any chattels);

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

“Initial Term” means the initial term specified in the Particulars of Lease;

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

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

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

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

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

“Lessee’s Works” shall have the meaning given to that term in clause 10.8;

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

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

“Plan” means the plan attached as Schedule B to this Lease;

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

“Property Services” means the electricity, water, drainage and sewerage services for the Land;

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

“Renewal Date” means the renewal date prescribed in the Particulars of Lease;

“Renewal Term” means the Renewal Term prescribed in the Particulars of Lease;

“Services Area” means the area used for the Property Services and/or the Lessee’s Services (as applicable);

“Services Facility”:

- (a) for a right to convey water, means pipes, pumps, pump sheds, storage tanks, water purifying equipment, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution;
- (b) for a right to convey electricity, means wires, cables (containing wire or other media conducting materials), ducts, surface boxes, towers, poles,

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

- (c) for a right to drain water, means pipes, conduits, open drains, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution;
- (d) for a right to drain sewage, means pipes, conduits, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution;

which are part of the Property Services or the Lessee's Services;

"Term" means the term of this Lease and includes the Initial Term and any Renewal Term;

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

"Works Start Date" has the meaning given to that term in clause 10.10.

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

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

2. RENT

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

3. OUTGOINGS AND PAYMENTS

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

4. RENT REVIEW

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

Council may, after consulting with the Lessee regarding the Lessee's ability to pay rent and its community engagement, notify the Lessee of a change in the amount of Annual Rent payable (to fall in line with other community lease agreements, as determined by Council) and the notified Annual Rent shall become payable six (6) months after Council notifies the Lessee of the change.

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

5. RIGHTS OF RENEWAL

- 5.1. Subject to the Lessee's compliance with this clause 5, and provided that the Lessee is not in breach of this Lease, the Lessee shall have a right to renew this Lease for the Renewal Term. The renewed lease will be subject to the same covenants and provisions as this Lease but with any sensible modifications incidental to the Renewal Term.

- 5.2. If:

- (a) at least three (3) months before the Renewal Date, the Lessee gives Council written notice of the Lessee's wish to renew this Lease; and
- (b) the Lessee has complied with all the Lessee's obligations under this Lease,

then Council will renew this Lease at the Lessee's cost for the Renewal Term beginning on the day following the Renewal Date.

6. HOLDING OVER

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

7. MAINTENANCE

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

- 7.2. The Lessee must throughout the Term:

- (a) keep the Premises clean and tidy;

- (b) regularly remove all rubbish and waste from the Premises;
- (c) replace all broken glass on the Premises;
- (d) prevent and exterminate any pest infestation on the Premises; and
- (e) maintain and repair in a good and useable condition all drains, ditches, water, gas, electricity, telephones, pipes and conduits and all other utilities on or servicing the Premises.

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

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

8. CAPACITY

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

9. LESSEE'S USE OF PREMISES

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

9.2. The Lessee must:

- (a) not carry on any noxious, noisy or offensive business or activity in or about the Land or do anything which is or may become a nuisance or annoyance to any person, but the carrying on of the Permitted Use by the Lessee in a reasonable manner will not of itself be a breach of this clause;
- (b) not affix any signs without the prior written consent of Council;
- (c) keep the Premises clean, tidy, and free of all waste, rubbish, pest infestations, noxious weeds and noxious vermin;
- (d) ensure the Premises and Improvements are used only for the Permitted Use

and not for any storage of any materials or any vehicles outside any Building;

- (e) not permit, allow or suffer the Premises and Improvements being used for the purposes of accommodation;
- (f) not cause any contamination of the Premises and must rectify to Council's reasonable satisfaction any contamination of the Premises arising after the Commencement Date;
- (g) not obstruct access ways or the Common Areas or the Pontoon and parking is to be in nominated areas only;
- (h) not cut, damage or remove existing trees or shrubs, or plant any new trees or shrubs without the consent of Council;
- (i) not permit, allow or suffer the storage of any flammable products or hazardous materials on the Premises (which shall exclude fuel contained within the fuel tank of any rowing support boats), except with the prior written approval of Council, but in any event, only where the Lessee takes all reasonable steps to ensure that such materials are stored safely and in compliance with the Hazardous Substances and New Organisms Act 1996 and the Hazardous Substances conditions under the Waimakariri District Plan from time to time;
- (j) not do anything which is or may become a breach of any duty imposed on any person by the Resource Management Act 1991;
- (k) not do anything which is or may become a breach of any duty imposed on any person by the HSW Act; and
- (l) comply in all respects with all acts, bylaws, regulations, rules and requisitions relating to the Premises and the Lessee's use of the Premises.

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

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

9.5. The Lessee warrants and undertakes that the Lessee:

- (a) will at its cost keep and maintain all fences, gates, drains and other Improvements erected on the Premises as at the date of this Lease (if any) 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, employees, and contractors at all reasonable times to enter upon the Premises for the purpose of viewing

the state of or repairing, maintaining or improving the condition of the Improvements (if any) thereon;

- (b) will not erect any additional fences, gates, drains or other improvements on the Premises without the prior written approval of Council;
- (c) will not at any time undertake anything on the Premises or cause or allow any act on the Premises which shall be a disturbance, nuisance or annoyance to Council or the occupiers or owners of adjoining land or cause contamination of the Land, the Premises or adjoining land;
- (d) will at all times keep the Premises free of all noxious weeds, plants and vermin and at the Lessee's own expense do all things necessary to comply with the provisions and requirements of the Biosecurity Act 1993 without being entitled to any compensation in respect thereof;
- (e) shall not fell, remove, trim or damage any trees or remove any exotic non pest hedges or vegetation on the Premises unless the prior written approval of Council has been obtained;
- (f) shall not adversely impact existing overland flow paths or water channels;
- (g) will comply with all relevant statutory and common law obligations, regulations and bylaws affecting the Lessee's use of the Premises including but not limited to:
 - (i) complying with all legislation, regulations and bylaws in relation to water quality protection and standards including, without limitation, The National Policy Statement for Freshwater 2020, National Environmental Standards for Freshwater, stock exclusion regulations under section 360 of the Resource Management Act 1991, and the rules and bylaws of any relevant Authority;
 - (ii) complying with all obligations under the Animal Welfare Act 1999 (and any other relevant and/or replacement legislation and regulations) and ensure the physical, health and behavioural needs of all animals on the Premises are met in accordance with good farming practice; and
 - (iii) complying with all legislation, regulations and bylaws in relation to health and safety, (including but not limited to compliance with the health and safety obligations under clause 24),

and will (to the maximum extent permitted by law) indemnify Council for any loss, claim, complaint, liability, cost, penalty or award of damages Council may suffer as a consequence of the Lessee's failure to so comply with any of the obligations in this clause;

- (h) will at the Lessee's cost, obtain and comply with all resource consents, permits and other planning approvals and licences and permissions required for the Lessee's use of the Premises;

- (i) shall comply with all requirements recorded in any tender (if any) for this Lease;
- (j) shall at their own cost keep the Premises and Council's Improvements free from damage or rubbish, and must at Council's option either promptly repair any damage caused by them or any person using the Premises under this Lease or compensate Council for such damage and any associated repair costs;
- (k) shall not remove any Council's Improvements (if any) owned by Council from the Premises and shall at Council's option either replace any damaged or lost Council Improvements with others of like value or compensate Council for such damage and any associated repair or replacement costs;
- (l) shall notify Council as soon as practicable, of any hazards arising upon the Premises identified by the Lessee, its agents, contractors, guests, tenants or invitees;
- (m) shall notify Council if any damage occurs to the Premises or any injury or harm occurs to any person on the Premises, of the details of the damage, injury, or harm, and, to the best of the Lessee's knowledge, details of how it occurred as soon as practicable after the Lessee becomes aware of such damage; and
- (n) shall not do anything upon the Premises which may prejudice, or invalidate any insurance policy held by Council, nor, except with Council's prior written approval, do anything on the Premises that would cause the premium of any insurance policy held by Council in respect of the Premises to be likely to increase. The Lessee must pay on demand all extra premiums payable due to any breach of this clause.

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

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

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

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

Premises and, in particular, the Lessee shall not remove or disturb naturally occurring indigenous vegetation, without obtaining prior written approval from Council.

10. DEVELOPMENT OF THE PREMISES

- 10.1. The Lessee must pay Council's reasonable costs of any request for consent under this clause (including Council's legal costs), whether or not consent is given.
- 10.2. The Lessee shall not make any alteration or addition to the Premises including, without limitation, placing, erecting or constructing any Building or structure (including, without limitation, any portable or movable thing including, without limitation, a trailer or vehicle which has the characteristic of or may be used as a Building or structure for example a portable shed or dwelling or container) without Council's prior written approval which may be given or withheld at Council's absolute discretion. The Lessee shall provide Council with the detailed design plans, colour palette, elevations and specifications of any new Building or structure and details of any related branding or signage and/or any alteration for Council to consider when the Lessee applies for Council's approval.
- 10.3. The Lessee shall ensure that the external colour scheme of any Buildings or structures constructed on the Premises is in harmony with the surrounding natural and built environment and that the colour scheme does not detract from the visual amenity of the surrounding area. Council may withhold its approval under this clause 10 to any new Building or structure if, in Council's reasonable opinion, the colour scheme of that Building or structure does not comply with this clause.
- 10.4. Without limitation to clauses 9 and 10.2, the Lessee shall be responsible for notifying any relevant Authority prior to the commencement of any work on the Premises that would require a consent, and shall comply with any additional requirements imposed by that Authority.
- 10.5. Should any services be required to be supported or relocated, then the Lessee shall liaise with the appropriate Authority to gain approval and shall comply with all instructions issued by the relevant Authority.
- 10.6. Where other existing services are disrupted or damaged in any way by the operations of the Lessee, they shall be repaired and reinstated to the satisfaction of Council and the relevant Authorities, entirely at the expense of the Lessee, including the cost of any supervision and/or inspections.
- 10.7. The Lessee shall ensure the adequate protection from disturbance of all benchmarks and survey marks unless indicated otherwise by Council.
- 10.8. If Council does consent to any alterations or additions to the Premises ("**Lessee's Works**"):
 - (a) Council's consent under this Lease is in Waimakariri District Council's capacity as lessor of the Premises and the Lessee must still obtain any consents required from Waimakariri District Council in its capacity as the local authority.
 - (b) The Lessee must submit a programme for completion of the Lessee's Works which is acceptable to Council and addresses:

- (i) traffic management plans;
 - (ii) road closures;
 - (iii) on site health and safety; and
 - (iv) such other matters as are appropriate given the nature of the Lessee's Works.
 - (c) The Lessee must use suitably qualified persons to carry out the Lessee's Works and ensure that the Lessee's Works are completed to a good and workmanlike standard to the reasonable satisfaction of Council and in compliance with all laws, regulations and relevant building standards.
- 10.9. The Lessee must obtain Council's approval, in accordance with this clause 10 for the Contemplated Works. For the avoidance of doubt, the Lessee must provide Council with the detailed design plans, colour palette, elevations and specifications for the Contemplated Works and details of any related branding or signage for Council's consideration when the Lessee applies for Council's approval.
- 10.10. The Lessee must commence the Contemplated Works (being physical works on the Premises rather than simply progressing plans and specifications) within two (2) years from the Commencement Date ("**Works Start Date**") and progress completion of the Contemplated Works as soon as reasonably practicable thereafter.
- 10.11. If the Lessee has not commenced the Contemplated Works by the Works Start Date, or Council determines (acting reasonably) that the Lessee has failed to progress completion of the Contemplated Works as soon as reasonably practicable following commencement of the Contemplated Works and notifies the Lessee of such determination, then the following provisions shall apply:
- (a) subject to the right of the Lessee to request an extension of time as set out in clause 10.11(c), Council may terminate this Lease immediately by giving notice in writing to the Lessee of that intention. The provisions of clause 15 shall apply in the event of any such termination; or
 - (b) the Lessee may terminate this Lease immediately by giving notice in writing to Council of that intention, but only if the Lessee has used all reasonable endeavours to procure funding to enable the Lessee to commence and complete the Contemplated Works. The provisions of clause 15 shall apply in the event of any such termination; and
 - (c) the Lessee may submit a written request to Council for an extension of time, such request to include an explanation for the delay and proposed timings for the commencement of the Contemplated Works and various progress and completion milestones; and
 - (d) Council may consider any submission made under clause 10.11(c) and Council may elect to:
 - (i) terminate this Lease immediately by giving notice in writing to the Lessee of that intention. The provisions of clause 15 shall apply in the event of any such termination;

- (ii) agree to the proposed extension; or
- (iii) negotiate with the Lessee to agree terms for any proposed extension.

11. ASSIGNMENT AND SUBLEASING

11.1. The Lessee may with Council's prior written consent:

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

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

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

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

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

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

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

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

12. COUNCIL'S RIGHTS OF ENTRY

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

13. INSURANCE

- 13.1. The Lessee must at all times during the Term:
- (a) insure and keep the Lessee's Improvements insured to their full insurable value against loss, damage or destruction resulting from fire, earthquake, flood, storm, tempest and aircraft impact and any other risks which Council reasonably requires to be insured against; and
 - (b) pay the premium for the insurance taken out under clause 13.1(a) when due.
- 13.2. The Lessee must throughout the Term keep current a public risk insurance policy applicable to the Premises and the business carried on, in, or from the Premises for:
- (a) the amount specified in the Particulars of Lease (being the amount which may be paid out arising from any single accident or event) which shall extend to the Lessee's employees, contractors and agents; or
 - (b) any increased amount that Council reasonably requires.
- 13.3. The Lessee must provide Council with certificates of currency evidencing insurance in accordance with clause 13.1 and clause 13.2 so that Council always holds certificates of currency showing that the required insurance is currently maintained.

14. DAMAGE OR DESTRUCTION

- 14.1. In the event of the whole or part of the Lessee's Improvements being destroyed or

materially damaged then provided:

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

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

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

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

14.2. The obligations of the Lessee pursuant to clause 14.1 shall not be limited to the insurance moneys available. To the extent that the same shall be insufficient the Lessee shall be obliged to carry out such repairs or reinstatement from the Lessee's own moneys.

14.3. If the Lessee is prevented from repairing or reinstating the Premises after the Lessee's Improvements have been destroyed or materially damaged, this Lease may be terminated at the option of either party by one (1) month's notice in writing to the other party and clause 15 shall apply.

14.4. In the event of any destruction or damage to the Premises or any Lessee's Improvements on the Premises or any other chattels or fixtures whatsoever in or on the Premises the Lessee or anyone claiming under the Lessee shall not be entitled to any compensation or payment whatsoever from Council.

15. LESSEE'S IMPROVEMENTS UPON TERMINATION

15.1. Notwithstanding any other term of this Lease, if this Lease is not renewed, expires or is terminated (for any reason whatsoever), Council will have the right to elect, in its sole and absolute discretion, one of the following options:

- (a) **Option 1:** require the Lessee to remove the Lessee's Improvements from the Premises in accordance with clause 15.2; or
- (b) **Option 2:** the Lessee's Improvements will immediately and absolutely revert

to Council free from any payment or compensation to the Lessee whatsoever.

- 15.2. If Council elects the option under clause 15.1(a), the following provisions will apply:
- (a) the Lessee must remove all the Lessee's Improvements from the Premises to the entire satisfaction of Council (to be certified in writing) as soon as reasonably practicable and in any event by the date which is six (6) months after the date of Council's election under clause 15.1;
 - (b) the Lessee must reinstate any damage to the Premises caused by the installation of the Lessee's Improvements or by the removal of the Lessee's Improvements under this clause 15;
 - (c) the Lessee must leave the Premises in a clean and tidy condition to Council's reasonable satisfaction, including but not limited to:
 - (i) removal of any chattels brought onto the Premises by or through the Lessee; and
 - (ii) free of any hazardous or undesirable substances deposited on or in the Premises by or through the Lessee;
 - (d) if the Lessee fails to remove some or all the Lessee's Improvements within the timeframe prescribed in clause 15.2(a), then:
 - (i) the Lessee's Improvements remaining on the Premises shall absolutely revert to Council free from any payment or compensation whatsoever; and
 - (ii) the Lessee will be liable for all costs associated with demolition of any Buildings owned by the Lessee, removing all other Lessee's Improvements and clearing all rubbish and debris; and
 - (e) the Lessee must continue to pay the Annual Rent and comply with its obligations under this Lease until the removal of the Lessee's Improvements has been satisfactorily completed.

16. INDEMNITY

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

17. ESSENTIAL TERMS

17.1. The Lessee's breach of the following terms is a breach of an essential term of this Lease:

- (a) the covenant to pay the Annual Rent or other money payable by the Lessee under this Lease;
- (b) the terms dealing with assignment and subleasing; or
- (c) the terms restricting the use of the Premises.

17.2. Council's acceptance of any arrears of the Annual Rent or other money payable under this Lease is not a waiver of the essential obligation to pay any other rent or money payable under this Lease.

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

18. COMPENSATION

18.1. If any act or omission of the Lessee:

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

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

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

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

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

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

whether the proceedings are instituted before or after that conduct.

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

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

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

19. DEFAULT

19.1. If the Lessee fails to perform or observe any of the terms of this Lease, then Council may without prejudice to any of Council's other rights or remedies at law or in equity sue the Lessee for specific performance or cancel this Lease by immediately re-entering the Premises, provided that Council has first observed the requirements of sections 243 to 264 of the Property Law Act 2007 (where it is required by law to do so).

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

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

19.3. The Lessee hereby irrevocably appoints Council to be the true and lawful Attorney of the Lessee to act at any time after the power to re-enter contained in this Lease shall have become exercisable or shall have been exercised (sufficient proof whereof shall be the statutory declaration of Council to execute and sign a transfer or a surrender

of this Lease and to procure the same to be registered (if necessary)) and for this purpose to use the name of the Lessee and generally to do, execute and perform any act, deed, matter or thing relative to the Premises as fully and effectually as the Lessee could do in and about the Premises and confirm all and whatsoever the said Attorney or Attorneys shall lawfully do or cause to be done in and about the Premises.

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

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

20. DEFAULT INTEREST

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

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

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

21. RESOLUTION OF DISPUTES

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

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

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

21.2. The parties must try to agree on the arbitrator. If they cannot agree, either or both

Council and the Lessee may at any time make application to the Arbitrators' and Mediators' Institute of New Zealand Inc. for the appointment of an arbitrator.

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

22. NOTICES

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

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

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

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

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

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

23. COSTS

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

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

24. HEALTH AND SAFETY

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

including any consequent amendments and enactments passed in substitution.

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

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

25. GST

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

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

25.2. If:

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

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

26. NO WARRANTY

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

any costs of complying with any conditions of any such consent.

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

27. PUBLIC LIABILITY

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

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

28. GENERAL

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

- 28.2. To the extent permitted by law the application to this Lease of any moratorium or other law, act or regulation having the effect of extending the Term, reducing or postponing the payment of the Annual Rent or other moneys payable under this Lease or otherwise affecting the operation of the terms of this Lease is expressly excluded and negated.

- 28.3. Where Council's consent or approval is required pursuant to any provision of this Lease, such consent or approval shall be required for each separate occasion notwithstanding any prior consent or approval obtained for the like purpose on a prior occasion and the Lessee shall pay for the reasonable legal and other expenses of Council in giving consent on each occasion.

- 28.4. No waiver by Council of any one breach of any covenant, obligation or provision contained or implied in this Lease shall operate as a waiver of another breach of the same or any other covenant, obligation or provision contained or implied in this Lease.

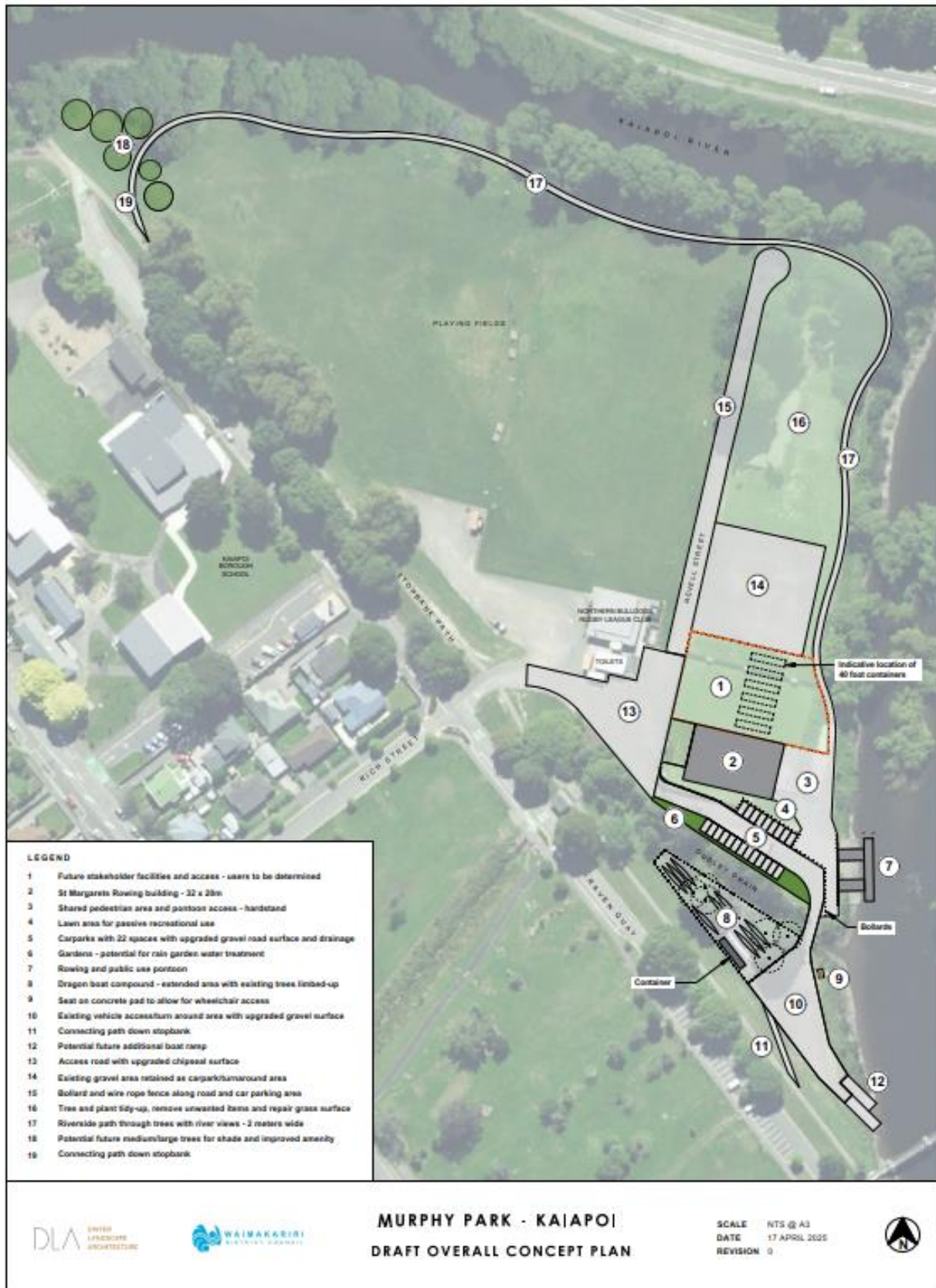
- 28.5. Nothing contained in this Lease shall be deemed or construed by the parties or by any third party as creating the relationship of partnership or of principal and agent or of joint venture between the parties, it being understood and agreed that neither the method of computation of the Annual Rent nor any other provision contained herein nor any acts of the parties shall be deemed to create any relationship between the parties other than the relationship of lessor and lessee upon the terms provided in this Lease.

- 28.6. If any term covenant or condition of this Lease or the application thereof to any person or circumstance shall be or become invalid or unenforceable the remaining terms conditions and covenants shall not be affected thereby.

- 28.7. The covenants, conditions, agreements and obligations of the parties in this Lease shall not merge with or be extinguished by the grant of any further or other lease but

- shall remain in full force and effect and operative according to their tenor.
- 28.8. This Lease constitutes the entire agreement between the parties in relation to this transaction and supersedes and extinguishes all prior agreements and understandings and all representations or warranties previously given.
- 28.9. Any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.
- 28.10. This Lease may be executed in any number of counterparts (including email copies), all of which, when taken together, will constitute one and the same instrument. A party may enter into this Lease by executing any counterpart.

SCHEDULE B (The Plan)



SCHEDULE C
(Services)

1. RIGHT TO CONVEY WATER

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

2. RIGHT TO DRAIN WATER

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

3. RIGHT TO DRAIN SEWAGE

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

4. RIGHT TO CONVEY ELECTRICITY

- 4.1. The Lessee is granted a right to convey electricity through the Services Facility as designated for the conveyance of electricity.
- 4.2. A right to convey electricity includes the right for the Lessee, in common with Council and other persons to whom Council may grant similar rights, at all times, to lead and convey electricity and electrical impulses without interruption or impediment from the

point of entry through the Services Facility and over the Services Area to the Premises.

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

5. INTERFERENCE

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

6. REPAIR, MAINTENANCE, AND COSTS

- 6.1. If the Lessee has exclusive use of part of the Services Facility, the Lessee is responsible for arranging the repair and maintenance of that part of the Services Facility, and for the associated costs, so as to keep that part of the Services Facility in good order and to prevent it from becoming a danger or nuisance.
- 6.2. If the Lessee and the Neighbouring Tenants share the use of part of the Services Facility, each of them is responsible equally for the repair and maintenance of that part of the Services Facility, and for the associated costs.
- 6.3. In completing any repairs and maintenance of the Services Facility, the Lessee must meet any associated requirements of Council.
- 6.4. Any repair or maintenance of the Services Facility that is attributable solely to an act or omission by the Lessee must be promptly carried out by the Lessee at their sole cost.
- 6.5. If the repair and maintenance of the Services Facility is only partly attributable to an act or omission by the Lessee, the Lessee must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission and the balance of the costs are payable in accordance with clause 6.2.

7. RIGHTS OF ENTRY

- 7.1. The Lessee may, for the purpose of exercising any right or power, or performing any related duty, implied under this Schedule C:
- (a) enter upon the Services Area by a reasonable route and with all necessary tools, vehicles, and equipment;
 - (b) remain on the Services Area for a reasonable time for the sole purpose of completing the necessary work; and
 - (c) leave any vehicles or equipment on the Services Area for a reasonable time if work is proceeding.
- 7.2. However, the Lessee must first give reasonable notice to Council.
- 7.3. The Lessee must ensure that as little damage or disturbance as possible is caused to the Services Area or to Council.
- 7.4. The Lessee must ensure that all work is performed properly.

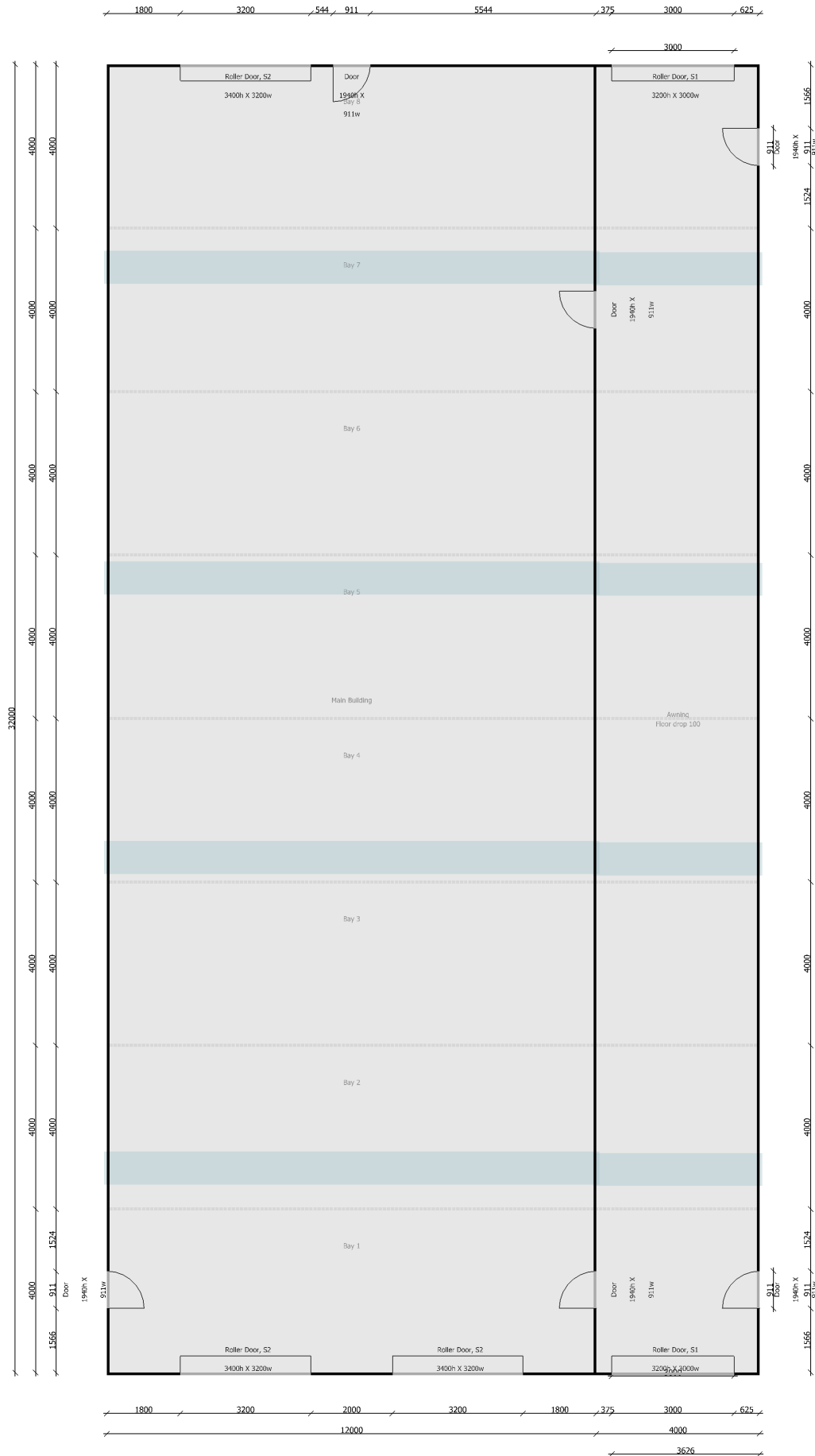
- 7.5. The Lessee must ensure that all work is completed promptly.
- 7.6. The Lessee must immediately make good any damage done to the Services Area by restoring the surface of the land as nearly as possible to its former condition to the satisfaction of Council.
- 7.7. The Lessee must compensate Council for all damage caused by the work to any Buildings, erections, or fences on the Services Area.

8. DEFAULT

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

SCHEDULE D
(Contemplated Works)

[To be inserted – plans and specifications for the Contemplated Works]



* All Dimensions in mm. Colours shown are examples only. For exact colour samples see your local Totalspan North Canterbury representative.
 'NOTE' Drawings are not construction issue. Shop drawings (For Construction) will be detailed prior to fabrication.

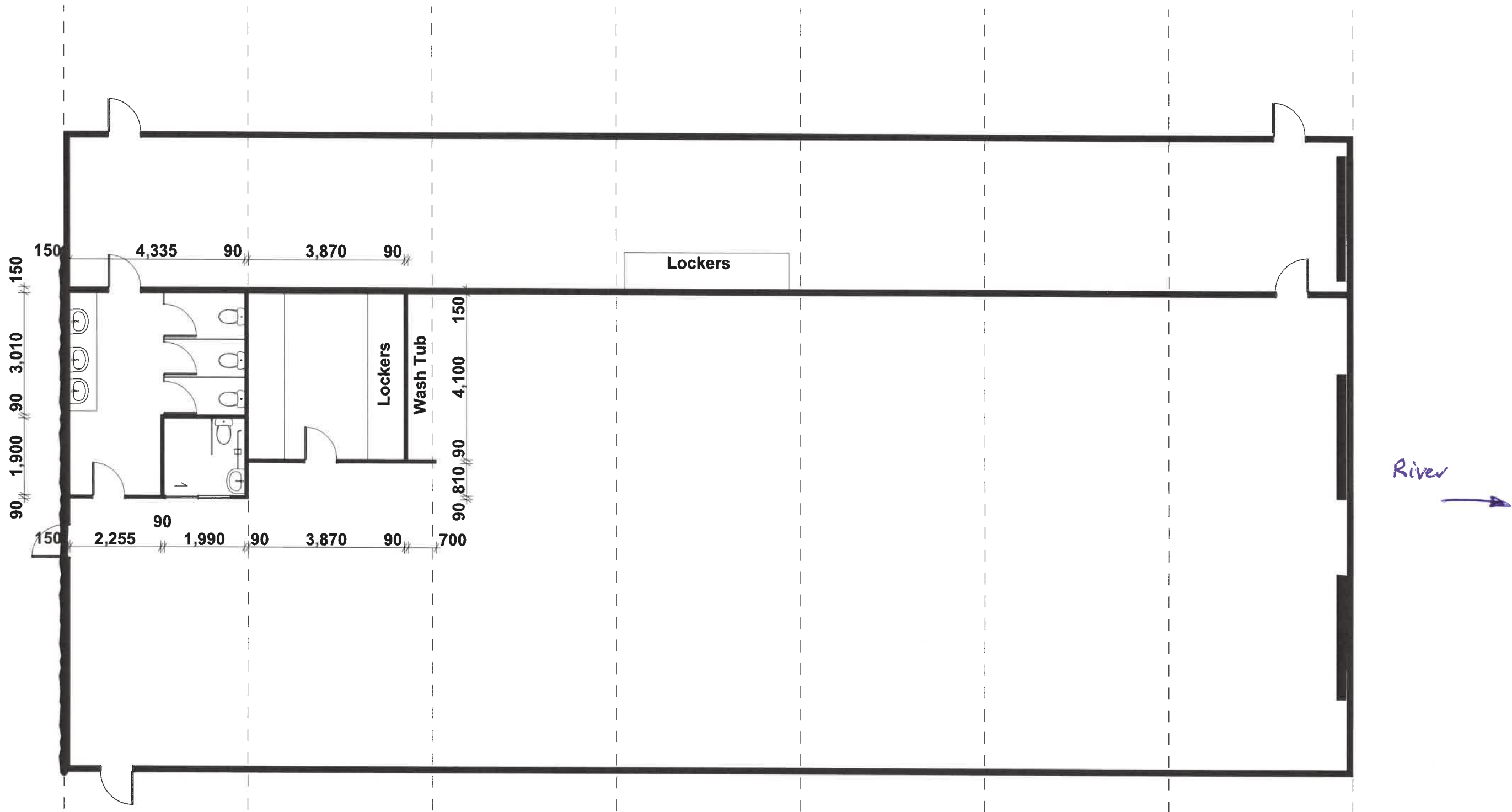
Petersen Construction Ltd
 127 Main North Road, , Woodend, 7641, New Zealand
 Phone: 033100247
 Email: northcanterbury@totalspan.co.nz

For:
 St Margarets College
 Attn: Woody Blakely
 Revell Street
 Kaiapoi, New Zealand

Gable Range
 Project Number: JH.338

15 Aug 2025
 Page 1 of 4





GROUND FLOOR PLAN

ALL DIMENSIONS ARE SHOWN IN MILLIMETRES UNLESS OTHERWISE INDICATED. ALL DOCUMENT DISCREPANCIES TO BE DISCUSSED WITH COHESIVE DESIGN



PROJECT:

Rowing Club

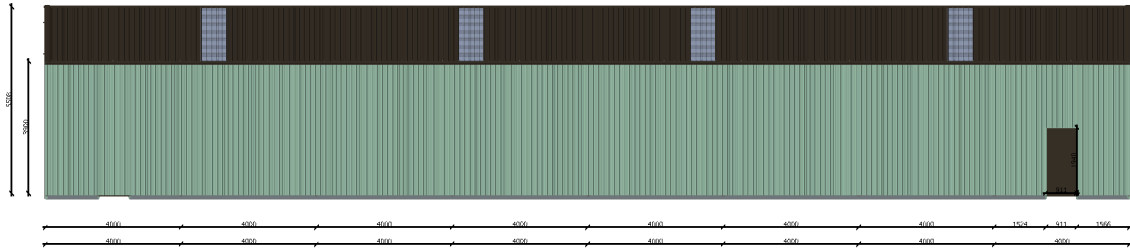
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GROUND FLOOR PLAN

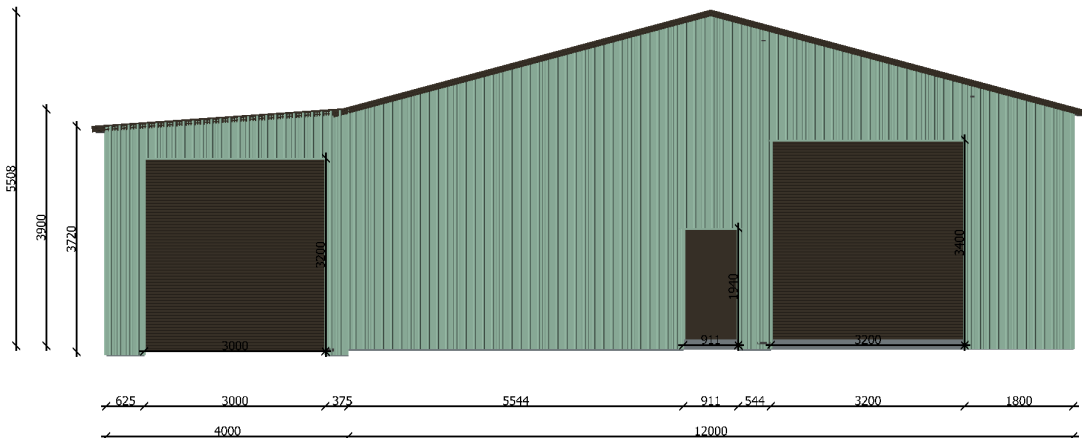
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| DATE: 13/12/2024 | | JOB No: | |



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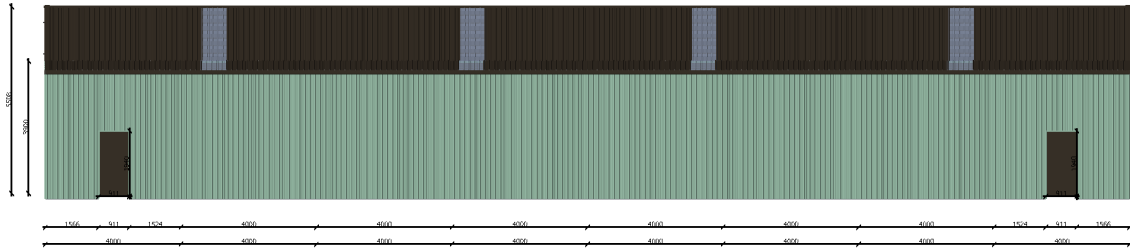
Petersen Construction Ltd
 127 Main North Road, , Woodend, 7641, New Zealand
 Phone: 033100247
 Email: northcanterbury@totalspan.co.nz

For:
 St Margarets College
 Attn: Woody Blakely
 Revell Street
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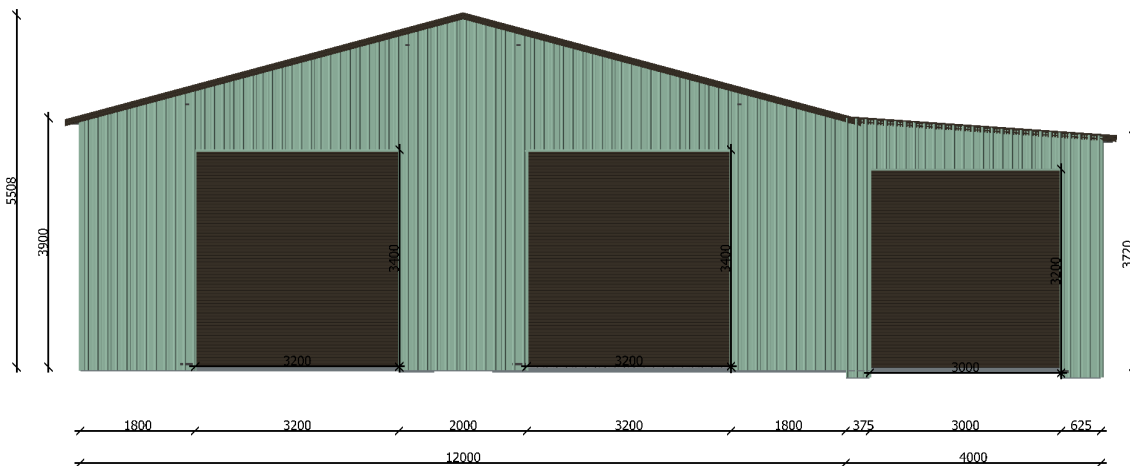
Gable Range
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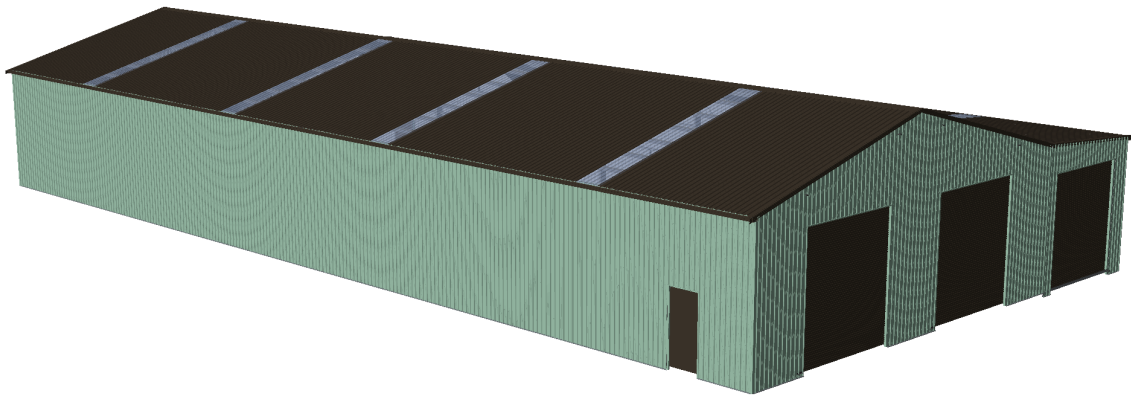
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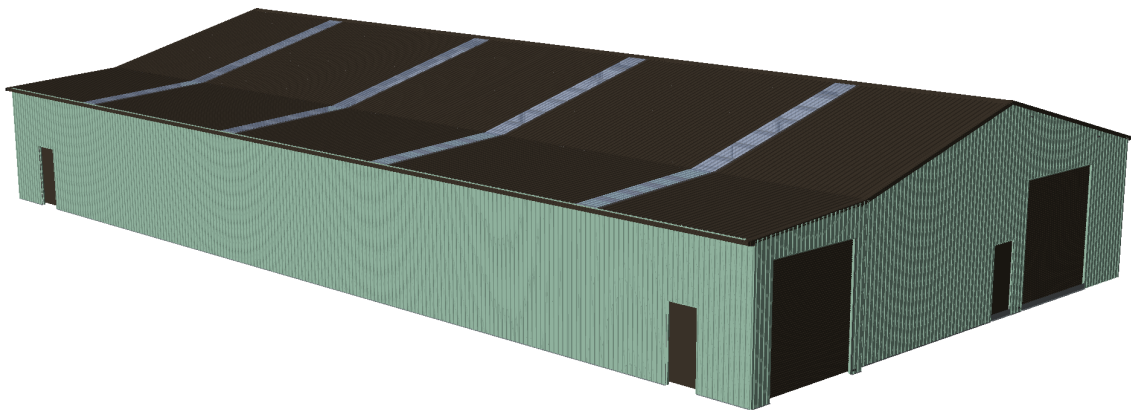
For:
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Gable Range
 Project Number: JH.338
 15 Aug 2025
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Gable Range
 Project Number: JH.338
 15 Aug 2025
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**WAIMAKARIRI DISTRICT COUNCIL
("Council")**

and

**AORAKI DRAGON BOAT ASSOCIATION INCORPORATED AND
WAIMAKARIRI OUTRIGGER CANOE CLUB INCORPORATED
("Lessee")**

**DEED OF LEASE
AREA 8, MURPHY PARK, KAIAPOI**

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Dated the day of 2025

PARTIES

1. **WAIMAKARIRI DISTRICT COUNCIL (“Council”)**
2. **AORAKI DRAGON BOAT ASSOCIATION INCORPORATED (NZBN 9429043174522) AND
WAIMAKARIRI OUTRIGGER CANOE CLUB INCORPORATED (NZBN 9429052303081)
(together the “Lessee”)**

BACKGROUND

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

PARTICULARS OF LEASE

| | |
|------------------------------|---|
| Land | The land situated at Revell Street, Kaiapoi which is legally described as Lot 10-11 and Lot 13 Deposited Plan 1280, Rural Section 39022 and Part Rural Section 321 and being the land contained in Records of Title CB524/86, CB6B/568 and CB110/137. |
| Premises | Means that part of the Land identified as Area 8 on the Plan and being approximately 841 square metres in size. |
| Common Areas | Means those parts of the Land identified as Areas 3, 7, 9, 10, 13 and 14 on the Plan. |
| Initial Term of Lease | Twenty (20) years from the Commencement Date. |
| Renewal Term | One renewal term of ten (10) years from the Renewal Date. |
| Commencement Date | 1 October 2025 |
| Renewal Date | 30 September 2045 |
| Final Expiry Date | 30 September 2055 (if the Renewal Term is exercised). |
| Annual Rent | \$1.00 per annum, plus GST (if any) (if demanded). |
| Rent Review Dates | Not applicable (subject to clause 4.1 of Schedule A). |
| Permitted Use | Storage of water sports equipment for community and sports rowing. |

| | |
|---------------------------------------|--|
| Minimum Public Risk Insurance | \$1,000,000.00 minimum public risk insurance cover for each of Aoraki Dragon Boat Association Incorporated and Waimakariri Outrigger Canoe Club Incorporated. |
| Default Interest Rate | 14% per annum |
| Council's Address | C/- The Chief Executive Officer Waimakariri District Council Private Bag 1005 Rangiora 7440 |
| Name of Lessee | Aoraki Dragon Boat Association Incorporated |
| Lessee's Address | Aoraki Dragon Boat Association Incorporated C/ - Noel Anderton 22 Eastwood Rise Waimairi Beach Christchurch 8083 |
| Lessee's contact email address | aoraki.dragons@gmail.com |
| Lessee's contact phone number | 021 392 665 – Noel Anderton |
| Name of Lessee | Waimakariri Outrigger Canoe Club Incorporated |
| Lessee's Address | Waimakariri Outrigger Canoe Club Incorporated C/- Rick Smith 3 Sovereign Boulevard Kaiapoi 7630 |
| Lessee's contact email address | waimakwakaama@gmail.com |
| Lessee's contact phone number | 027 226 6481 – Rick Smith |
| Included Outgoings | <p>(1) Any costs in relation to cleaning, maintenance and repair charges for which Council is responsible under this Lease.</p> <p>(2) Council's management costs in relation to this Lease including preparation of invoices, routine inspections, and arranging repairs which are the responsibility of Council.</p> |
| Excluded Outgoings | <p>(1) Rates or levies payable to any local or territorial authority.</p> <p>(2) Rubbish collection and recycling charges.</p> <p>(3) Fire and Emergency New Zealand charges and the maintenance charges in respect of all fire detection and fire-</p> |

| | |
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| | <p>fighting equipment.</p> <p>(4) Charges for water, gas, electricity, telecommunications and other utilities or services, including line charges.</p> <p>(5) Any insurance excess in respect of a claim.</p> <p>(6) Insurance premiums and related valuation fees (if any) (but the Lessee will be liable for payment of insurance premiums as required under clause 13 of Schedule A).</p> |
| Additional Terms or Conditions | <p>(1) The parties agree and acknowledge that each of Aoraki Dragon Boat Association Incorporated and Waimakariri Outrigger Canoe Club Incorporated will own and be responsible for those of the “Lessee’s Improvements” (as that term is defined in clause 1.1 of this Lease) which, with the prior written consent of Council, they have respectively constructed or placed on the Premises and each of them will comply with the obligations set out in this Lease in relation to those Lessee’s Improvements. For the avoidance of doubt, clause 15 shall apply in relation to the Lessee’s Improvements if this Lease is not renewed, expires or is terminated.</p> <p>(2) In addition to the Lessee’s general maintenance obligations under clause 7 of Schedule A, the Lessee must at its cost maintain all Improvements in a good condition, including but not limited to the Lessee’s Improvements.</p> <p>(3) The Lessee acknowledges that areas adjoining the Premises may be available for public access as authorised by Council, and Council desires the Lessee and the Neighbouring Tenants to co-operate with each other and with Council in order to increase community engagement and not to unreasonably interfere with use by the public of other parts of the Land as authorised by Council.</p> <p>(4) The Lessee is granted a non-exclusive licence right to use the Common Areas and the Pontoon for purposes associated with its use of Premises subject to any covenants, conditions, agreements and restrictions set out in the Schedules to this Lease.</p> <p>(5) The areas shown marked on the Plan attached as Schedule B to this Lease are approximate and indicative only and are subject to survey and may be varied by Council by notice to the Lessee, provided that Council may not vary the Premises so that any Building constructed by the Lessee in accordance with the terms of this Lease and located in a position pegged by the Lessee and subsequently approved by Council in writing, is outside the boundaries of the revised Premises following variation by Council in accordance with this Additional Term (5).</p> <p>(6) The Lessee acknowledges that the Pontoon shall be available at all times for public access and use and nothing in this Lease entitles the Lessee to exclude or remove the public, or any</p> |

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| | <p>member of the public, from the Pontoon without Council's prior written consent. In particular, the Lessee shall not, without Council's prior written consent, restrict, obstruct, or otherwise interfere with the public's right to access and use the Pontoon, including but not limited to, placing signage, barriers or engaging in conduct that may deter or prevent public use. The Lessee shall ensure that use of the Pontoon by the Lessee or its invitees does not infringe upon the public's right to access the Pontoon.</p> <p>(7) Council intends to construct the Property Services to serve the Land. Council will advise the Lessee in writing when installation of the Property Services is completed.</p> <p>(8) The Lessee may, at the Lessee's cost, connect the Lessee's Services to the Property Services at the Connection Point and via a route approved by Council and have the water and electricity services separately metered.</p> <p>(9) If the Lessee connects the Lessee's Services to the Property Services, the Lessee shall enjoy the rights and be subject to the obligations in relation to the Lessee's Services and Property Services set out in Schedule C.</p> <p>(10) The Lessee acknowledges that the Land is situated in a flood zone and accordingly the Premises are subject to the risk of flooding. The Lessee agrees to occupy and use the Premises at the Lessee's risk and accepts all risks associated with the environmental conditions.</p> <p>(11) The Lessee shall take the risk of flooding into account in designing and constructing the Lessee's Improvements on the Premises and shall ensure that all the Lessee's Improvements are constructed and maintained in a secure and appropriate manner. The Lessee shall also ensure that all equipment and plant and any chattels stored on the Premises are secured or stored in such a way that they are not likely to pose a risk to any person or to property during a flood or storm related event.</p> <p>(12) In the case of an emergency, the Lessee shall act promptly on any emergency orders or directives issued by any Authority and in particular shall comply with all orders or directives during flooding events where any of the Lessee's Improvements or any equipment, plant or chattels stored on the Premises may become a hazard and pose a risk to any person or property.</p> <p>(13) The Lessee releases Council from all claims and demands of any kind and from all liability which may arise in respect of any damage, loss or inconvenience occurring to the Lessee, its members, agents, employees or its invitees in or about the Premises or to any other person or any property in or about the Premises or access to the Premises due to any flooding or storm related events and/or the Lessee's failure to so comply with any of the obligations in Additional Terms (10), (11) and</p> |
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| | <p>(12).</p> <p>(14) The Lessee agrees that Council (or a third party nominated by Council) may undertake annual audits of the Lessee's activities on the Premises. The Lessee agrees to fully co-operate with the annual audits and the provisions of clause 12 of Schedule A of this Lease (Council's rights of entry) shall apply. For the avoidance of doubt, these annual audits shall be carried out by or on behalf of Council in its capacity as lessor under this Lease and they are distinct from, and do not replace, any safety or compliance audits that may be required under applicable laws or regulations.</p> <p>(15) Further to the provisions relating to development of the Premises set out in Schedule A of this Lease, the parties acknowledge and agree that:</p> <p>(a) Council intends to apply for resource consent solely in Council's capacity as the owner of the Premises for the purpose of facilitating the overall development of the Land and will forward a copy of such resource consent to the Lessee. The Lessee shall, at its cost, comply with all of the conditions set out in such resource consent which relate the Lessee's activities on the Premises; and</p> <p>(b) If the Lessee requires any additional resource consent, building consent, permit, planning approval, licence, or permission for the construction, modification or operation of any Building, structure or facility on the Premises or the Lessee's activities on the Premises then the Lessee shall, at its cost, obtain and comply with the same.</p> |
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The Parties Agree

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

Executed as a Deed:

**THE COMMON SEAL of
WAIMAKARIRI DISTRICT COUNCIL
was affixed in the presence of
its Authorised Officers:**

Signature of Authorised Officer

Signature of Authorised Officer

Name of Authorised Officer

Name of Authorised Officer

**Signed for and on behalf of
AORAKI DRAGON BOAT ASSOCIATION
INCORPORATED
by its Authorised Officers:**

Signature of Authorised Officer

Signature of Authorised Officer

Name of Authorised Officer

Name of Authorised Officer

**Signed for and on behalf of
WAIMAKARIRI OUTRIGGER CANOE CLUB
INCORPORATED
by its Authorised Officers:**

Signature of Authorised Officer

Signature of Authorised Officer

Name of Authorised Officer

Name of Authorised Officer

SCHEDULE A
(Specific Terms)

1. INTERPRETATION

1.1. In this Lease unless the context indicates otherwise:

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

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

“Building” means the whole or part of any building and, where not repugnant to the context, includes any alterations or additions to any building;

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

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

“Connection Point” means the point for connecting the Lessee’s Services to the Property Services as nominated by Council;

“Contemplated Works” means the Lessee’s contemplated building works in accordance with the plans and specifications at Schedule D;

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

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

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

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

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

“Improvements” means Council’s or the Lessee’s property situated in, or on the Premises and includes without limitation the Lessee’s Improvements, and all Buildings, structures and improvements and all fixed equipment and plant (but excludes all equipment and plant that is not fixed and any chattels);

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

“Initial Term” means the initial term specified in the Particulars of Lease;

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

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

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

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

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

“Lessee’s Works” shall have the meaning given to that term in clause 10.8;

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

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

“Plan” means the plan attached as Schedule B to this Lease;

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

“Property Services” means the electricity, water, drainage and sewerage services for the Land;

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

“Renewal Date” means the renewal date prescribed in the Particulars of Lease;

“Renewal Term” means the Renewal Term prescribed in the Particulars of Lease;

“Services Area” means the area used for the Property Services and/or the Lessee’s Services (as applicable);

“Services Facility”:

- (a) for a right to convey water, means pipes, pumps, pump sheds, storage tanks, water purifying equipment, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution;
- (b) for a right to convey electricity, means wires, cables (containing wire or other media conducting materials), ducts, surface boxes, towers, poles,

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

- (c) for a right to drain water, means pipes, conduits, open drains, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution;
- (d) for a right to drain sewage, means pipes, conduits, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution;

which are part of the Property Services or the Lessee's Services;

"Term" means the term of this Lease and includes the Initial Term and any Renewal Term;

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

"Works Start Date" has the meaning given to that term in clause 10.10.

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

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

2. RENT

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

3. OUTGOINGS AND PAYMENTS

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

4. RENT REVIEW

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

Council may, after consulting with the Lessee regarding the Lessee's ability to pay rent and its community engagement, notify the Lessee of a change in the amount of Annual Rent payable (to fall in line with other community lease agreements, as determined by Council) and the notified Annual Rent shall become payable six (6) months after Council notifies the Lessee of the change.

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

5. RIGHTS OF RENEWAL

- 5.1. Subject to the Lessee's compliance with this clause 5, and provided that the Lessee is not in breach of this Lease, the Lessee shall have a right to renew this Lease for the Renewal Term. The renewed lease will be subject to the same covenants and provisions as this Lease but with any sensible modifications incidental to the Renewal Term.

- 5.2. If:

- (a) at least three (3) months before the Renewal Date, the Lessee gives Council written notice of the Lessee's wish to renew this Lease; and
- (b) the Lessee has complied with all the Lessee's obligations under this Lease,

then Council will renew this Lease at the Lessee's cost for the Renewal Term beginning on the day following the Renewal Date.

6. HOLDING OVER

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

7. MAINTENANCE

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

- 7.2. The Lessee must throughout the Term:

- (a) keep the Premises clean and tidy;

- (b) regularly remove all rubbish and waste from the Premises;
- (c) replace all broken glass on the Premises;
- (d) prevent and exterminate any pest infestation on the Premises; and
- (e) maintain and repair in a good and useable condition all drains, ditches, water, gas, electricity, telephones, pipes and conduits and all other utilities on or servicing the Premises.

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

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

8. CAPACITY

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

9. LESSEE'S USE OF PREMISES

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

9.2. The Lessee must:

- (a) not carry on any noxious, noisy or offensive business or activity in or about the Land or do anything which is or may become a nuisance or annoyance to any person, but the carrying on of the Permitted Use by the Lessee in a reasonable manner will not of itself be a breach of this clause;
- (b) not affix any signs without the prior written consent of Council;
- (c) keep the Premises clean, tidy, and free of all waste, rubbish, pest infestations, noxious weeds and noxious vermin;
- (d) ensure the Premises and Improvements are used only for the Permitted Use

and not for any storage of any materials or any vehicles outside any Building;

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

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

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

9.5. The Lessee warrants and undertakes that the Lessee:

- (a) will at its cost keep and maintain all fences, gates, drains and other Improvements erected on the Premises as at the date of this Lease (if any) 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, employees, and contractors at all reasonable times to enter upon the Premises for the purpose of viewing the state of or repairing, maintaining or improving the condition of the Improvements (if any) thereon;

- (b) will not erect any additional fences, gates, drains or other improvements on the Premises without the prior written approval of Council;
- (c) will not at any time undertake anything on the Premises or cause or allow any act on the Premises which shall be a disturbance, nuisance or annoyance to Council or the occupiers or owners of adjoining land or cause contamination of the Land, the Premises or adjoining land;
- (d) will at all times keep the Premises free of all noxious weeds, plants and vermin and at the Lessee's own expense do all things necessary to comply with the provisions and requirements of the Biosecurity Act 1993 without being entitled to any compensation in respect thereof;
- (e) shall not fell, remove, trim or damage any trees or remove any exotic non pest hedges or vegetation on the Premises unless the prior written approval of Council has been obtained;
- (f) shall not adversely impact existing overland flow paths or water channels;
- (g) will comply with all relevant statutory and common law obligations, regulations and bylaws affecting the Lessee's use of the Premises including but not limited to:
 - (i) complying with all legislation, regulations and bylaws in relation to water quality protection and standards including, without limitation, The National Policy Statement for Freshwater 2020, National Environmental Standards for Freshwater, stock exclusion regulations under section 360 of the Resource Management Act 1991, and the rules and bylaws of any relevant Authority;
 - (ii) complying with all obligations under the Animal Welfare Act 1999 (and any other relevant and/or replacement legislation and regulations) and ensure the physical, health and behavioural needs of all animals on the Premises are met in accordance with good farming practice; and
 - (iii) complying with all legislation, regulations and bylaws in relation to health and safety, (including but not limited to compliance with the health and safety obligations under clause 24),

and will (to the maximum extent permitted by law) indemnify Council for any loss, claim, complaint, liability, cost, penalty or award of damages Council may suffer as a consequence of the Lessee's failure to so comply with any of the obligations in this clause;

- (h) will at the Lessee's cost, obtain and comply with all resource consents, permits and other planning approvals and licences and permissions required for the Lessee's use of the Premises;
- (i) shall comply with all requirements recorded in any tender (if any) for this Lease;

- (j) shall at their own cost keep the Premises and Council's Improvements free from damage or rubbish, and must at Council's option either promptly repair any damage caused by them or any person using the Premises under this Lease or compensate Council for such damage and any associated repair costs;
- (k) shall not remove any Council's Improvements (if any) owned by Council from the Premises and shall at Council's option either replace any damaged or lost Council Improvements with others of like value or compensate Council for such damage and any associated repair or replacement costs;
- (l) shall notify Council as soon as practicable, of any hazards arising upon the Premises identified by the Lessee, its agents, contractors, guests, tenants or invitees;
- (m) shall notify Council if any damage occurs to the Premises or any injury or harm occurs to any person on the Premises, of the details of the damage, injury, or harm, and, to the best of the Lessee's knowledge, details of how it occurred as soon as practicable after the Lessee becomes aware of such damage; and
- (n) shall not do anything upon the Premises which may prejudice, or invalidate any insurance policy held by Council, nor, except with Council's prior written approval, do anything on the Premises that would cause the premium of any insurance policy held by Council in respect of the Premises to be likely to increase. The Lessee must pay on demand all extra premiums payable due to any breach of this clause.

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

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

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

9.7. The natural vegetation of New Zealand is unique and diverse in keeping with its isolation from other lands. Within the Waimakariri District are areas of indigenous vegetation which include (but are not limited to) specimens of Kanuka, Matagouri, Cassina, Pommaderis, Native Broom, Red Tussock, Silver Tussock, Cabbage Tree, Toetoe, Carex, and Cop Intertexta. These plants are the last remains of this type of vegetation that once used to cover the Canterbury Plains and therefore are considered to be of high importance. Where this vegetation is encountered by the Lessee in the course of this Lease, the Lessee shall protect this vegetation from any damage occurring as a result of the Lessee's use of the Premises and, in particular, the Lessee shall not remove or disturb naturally occurring indigenous vegetation, without obtaining prior written approval from Council.

10. DEVELOPMENT OF THE PREMISES

- 10.1. The Lessee must pay Council's reasonable costs of any request for consent under this clause (including Council's legal costs), whether or not consent is given.
- 10.2. The Lessee shall not make any alteration or addition to the Premises including, without limitation, placing, erecting or constructing any Building or structure (including, without limitation, any portable or movable thing including, without limitation, a trailer or vehicle which has the characteristic of or may be used as a Building or structure for example a portable shed or dwelling or container) without Council's prior written approval which may be given or withheld at Council's absolute discretion. The Lessee shall provide Council with the detailed design plans, colour palette, elevations and specifications of any new Building or structure and/or any alteration for Council to consider when the Lessee applies for Council's approval.
- 10.3. The Lessee shall ensure that the external colour scheme of any Buildings or structures constructed on the Premises is in harmony with the surrounding natural and built environment and that the colour scheme does not detract from the visual amenity of the surrounding area. Council may withhold its approval under this clause 10 to any new Building or structure if, in Council's reasonable opinion, the colour scheme of that Building or structure does not comply with this clause.
- 10.4. Without limitation to clauses 9 and 10.2, the Lessee shall be responsible for notifying any relevant Authority prior to the commencement of any work on the Premises that would require a consent, and shall comply with any additional requirements imposed by that Authority.
- 10.5. Should any services be required to be supported or relocated, then the Lessee shall liaise with the appropriate Authority to gain approval and shall comply with all instructions issued by the relevant Authority.
- 10.6. Where other existing services are disrupted or damaged in any way by the operations of the Lessee, they shall be repaired and reinstated to the satisfaction of Council and the relevant Authorities, entirely at the expense of the Lessee, including the cost of any supervision and/or inspections.
- 10.7. The Lessee shall ensure the adequate protection from disturbance of all benchmarks and survey marks unless indicated otherwise by Council.
- 10.8. If Council does consent to any alterations or additions to the Premises ("**Lessee's Works**"):
 - (a) Council's consent under this Lease is in Waimakariri District Council's capacity as lessor of the Premises and the Lessee must still obtain any consents required from Waimakariri District Council in its capacity as the local authority.
 - (b) The Lessee must submit a programme for completion of the Lessee's Works which is acceptable to Council and addresses:
 - (i) traffic management plans;

- (ii) road closures;
 - (iii) on site health and safety; and
 - (iv) such other matters as are appropriate given the nature of the Lessee's Works.
 - (c) The Lessee must use suitably qualified persons to carry out the Lessee's Works and ensure that the Lessee's Works are completed to a good and workmanlike standard to the reasonable satisfaction of Council and in compliance with all laws, regulations and relevant building standards.
- 10.9. The Lessee must obtain Council's approval, in accordance with this clause 10 for the Contemplated Works. For the avoidance of doubt, the Lessee must provide Council with the detailed design plans, colour palette, elevations and specifications for the Contemplated Works for Council's consideration when the Lessee applies for Council's approval.
- 10.10. The Lessee must commence the Contemplated Works (being physical works on the Premises rather than simply progressing plans and specifications) within two (2) years from the date of this Lease ("**Works Start Date**") and progress completion of the Contemplated Works as soon as reasonably practicable thereafter.
- 10.11. If the Lessee has not commenced the Contemplated Works by the Works Start Date, or Council determines (acting reasonably) that the Lessee has failed to progress completion of the Contemplated Works as soon as reasonably practicable following commencement of the Contemplated Works and notifies the Lessee of such determination, then the following provisions shall apply:
- (a) subject to the right of the Lessee to request an extension of time as set out in clause 10.11(c), Council may terminate this Lease immediately by giving notice in writing to the Lessee of that intention. The provisions of clause 15 shall apply in the event of any such termination; or
 - (b) the Lessee may terminate this Lease immediately by giving notice in writing to Council of that intention, but only if the Lessee has used all reasonable endeavours to procure funding to enable the Lessee to commence and complete the Contemplated Works. The provisions of clause 15 shall apply in the event of any such termination; and
 - (c) the Lessee may submit a written request to Council for an extension of time, such request to include an explanation for the delay and proposed timings for the commencement of the Contemplated Works and various progress and completion milestones; and
 - (d) Council may consider any submission made under clause 10.11(c) and Council may elect to:
 - (i) terminate this Lease immediately by giving notice in writing to the Lessee of that intention. The provisions of clause 15 shall apply in the event of any such termination;
 - (ii) agree to the proposed extension; or

- (iii) negotiate with the Lessee to agree terms for any proposed extension.

11. ASSIGNMENT AND SUBLEASING

11.1. The Lessee may with Council's prior written consent:

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

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

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

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

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

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

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

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

12. COUNCIL'S RIGHTS OF ENTRY

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

13. INSURANCE

- 13.1. The Lessee must at all times during the Term:
- (a) insure and keep the Lessee's Improvements insured to their full insurable value against loss, damage or destruction resulting from fire, earthquake, flood, storm, tempest and aircraft impact and any other risks which Council reasonably requires to be insured against; and
 - (b) pay the premium for the insurance taken out under clause 13.1(a) when due.
- 13.2. The Lessee must throughout the Term keep current a public risk insurance policy applicable to the Premises and the business carried on, in, or from the Premises for:
- (a) the amount specified in the Particulars of Lease (being the amount which may be paid out arising from any single accident or event) which shall extend to the Lessee's employees, contractors and agents; or
 - (b) any increased amount that Council reasonably requires.
- 13.3. The Lessee must provide Council with certificates of currency evidencing insurance in accordance with clause 13.1 and clause 13.2 so that Council always holds certificates of currency showing that the required insurance is currently maintained.

14. DAMAGE OR DESTRUCTION

- 14.1. In the event of the whole or part of the Lessee's Improvements being destroyed or

materially damaged then provided:

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

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

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

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

14.2. The obligations of the Lessee pursuant to clause 14.1 shall not be limited to the insurance moneys available. To the extent that the same shall be insufficient the Lessee shall be obliged to carry out such repairs or reinstatement from the Lessee's own moneys.

14.3. If the Lessee is prevented from repairing or reinstating the Premises after the Lessee's Improvements have been destroyed or materially damaged, this Lease may be terminated at the option of either party by one (1) month's notice in writing to the other party and clause 15 shall apply.

14.4. In the event of any destruction or damage to the Premises or any Lessee's Improvements on the Premises or any other chattels or fixtures whatsoever in or on the Premises the Lessee or anyone claiming under the Lessee shall not be entitled to any compensation or payment whatsoever from Council.

15. LESSEE'S IMPROVEMENTS UPON TERMINATION

15.1. Notwithstanding any other term of this Lease, if this Lease is not renewed, expires or is terminated (for any reason whatsoever), Council will have the right to elect, in its sole and absolute discretion, one of the following options:

- (a) **Option 1:** require the Lessee to remove the Lessee's Improvements from the Premises in accordance with clause 15.2; or
- (b) **Option 2:** the Lessee's Improvements will immediately and absolutely revert

to Council free from any payment or compensation to the Lessee whatsoever.

- 15.2. If Council elects the option under clause 15.1(a), the following provisions will apply:
- (a) the Lessee must remove all the Lessee's Improvements from the Premises to the entire satisfaction of Council (to be certified in writing) as soon as reasonably practicable and in any event by the date which is six (6) months after the date of Council's election under clause 15.1;
 - (b) the Lessee must reinstate any damage to the Premises caused by the installation of the Lessee's Improvements or by the removal of the Lessee's Improvements under this clause 15;
 - (c) the Lessee must leave the Premises in a clean and tidy condition to Council's reasonable satisfaction, including but not limited to:
 - (i) removal of any chattels brought onto the Premises by or through the Lessee; and
 - (ii) free of any hazardous or undesirable substances deposited on or in the Premises by or through the Lessee;
 - (d) if the Lessee fails to remove some or all the Lessee's Improvements within the timeframe prescribed in clause 15.2(a), then:
 - (i) the Lessee's Improvements remaining on the Premises shall absolutely revert to Council free from any payment or compensation whatsoever; and
 - (ii) the Lessee will be liable for all costs associated with demolition of any Buildings owned by the Lessee, removing all other Lessee's Improvements and clearing all rubbish and debris; and
 - (e) the Lessee must continue to pay the Annual Rent and comply with its obligations under this Lease until the removal of the Lessee's Improvements has been satisfactorily completed.

16. INDEMNITY

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

17. ESSENTIAL TERMS

17.1. The Lessee's breach of the following terms is a breach of an essential term of this Lease:

- (a) the covenant to pay the Annual Rent or other money payable by the Lessee under this Lease;
- (b) the terms dealing with assignment and subleasing; or
- (c) the terms restricting the use of the Premises.

17.2. Council's acceptance of any arrears of the Annual Rent or other money payable under this Lease is not a waiver of the essential obligation to pay any other rent or money payable under this Lease.

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

18. COMPENSATION

18.1. If any act or omission of the Lessee:

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

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

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

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

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

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

whether the proceedings are instituted before or after that conduct.

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

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

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

19. DEFAULT

19.1. If the Lessee fails to perform or observe any of the terms of this Lease, then Council may without prejudice to any of Council's other rights or remedies at law or in equity sue the Lessee for specific performance or cancel this Lease by immediately re-entering the Premises, provided that Council has first observed the requirements of sections 243 to 264 of the Property Law Act 2007 (where it is required by law to do so).

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

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

19.3. The Lessee hereby irrevocably appoints Council to be the true and lawful Attorney of the Lessee to act at any time after the power to re-enter contained in this Lease shall have become exercisable or shall have been exercised (sufficient proof whereof shall be the statutory declaration of Council to execute and sign a transfer or a surrender

of this Lease and to procure the same to be registered (if necessary)) and for this purpose to use the name of the Lessee and generally to do, execute and perform any act, deed, matter or thing relative to the Premises as fully and effectually as the Lessee could do in and about the Premises and confirm all and whatsoever the said Attorney or Attorneys shall lawfully do or cause to be done in and about the Premises.

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

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

20. DEFAULT INTEREST

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

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

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

21. RESOLUTION OF DISPUTES

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

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

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

21.2. The parties must try to agree on the arbitrator. If they cannot agree, either or both

Council and the Lessee may at any time make application to the Arbitrators' and Mediators' Institute of New Zealand Inc. for the appointment of an arbitrator.

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

22. NOTICES

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

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

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

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

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

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

23. COSTS

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

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

24. HEALTH AND SAFETY

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

including any consequent amendments and enactments passed in substitution.

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

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

25. GST

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

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

25.2. If:

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

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

26. NO WARRANTY

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

any costs of complying with any conditions of any such consent.

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

27. PUBLIC LIABILITY

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

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

28. GENERAL

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

- 28.2. To the extent permitted by law the application to this Lease of any moratorium or other law, act or regulation having the effect of extending the Term, reducing or postponing the payment of the Annual Rent or other moneys payable under this Lease or otherwise affecting the operation of the terms of this Lease is expressly excluded and negated.

- 28.3. Where Council's consent or approval is required pursuant to any provision of this Lease, such consent or approval shall be required for each separate occasion notwithstanding any prior consent or approval obtained for the like purpose on a prior occasion and the Lessee shall pay for the reasonable legal and other expenses of Council in giving consent on each occasion.

- 28.4. No waiver by Council of any one breach of any covenant, obligation or provision contained or implied in this Lease shall operate as a waiver of another breach of the same or any other covenant, obligation or provision contained or implied in this Lease.

- 28.5. Nothing contained in this Lease shall be deemed or construed by the parties or by any third party as creating the relationship of partnership or of principal and agent or of joint venture between the parties, it being understood and agreed that neither the method of computation of the Annual Rent nor any other provision contained herein nor any acts of the parties shall be deemed to create any relationship between the parties other than the relationship of lessor and lessee upon the terms provided in this Lease.

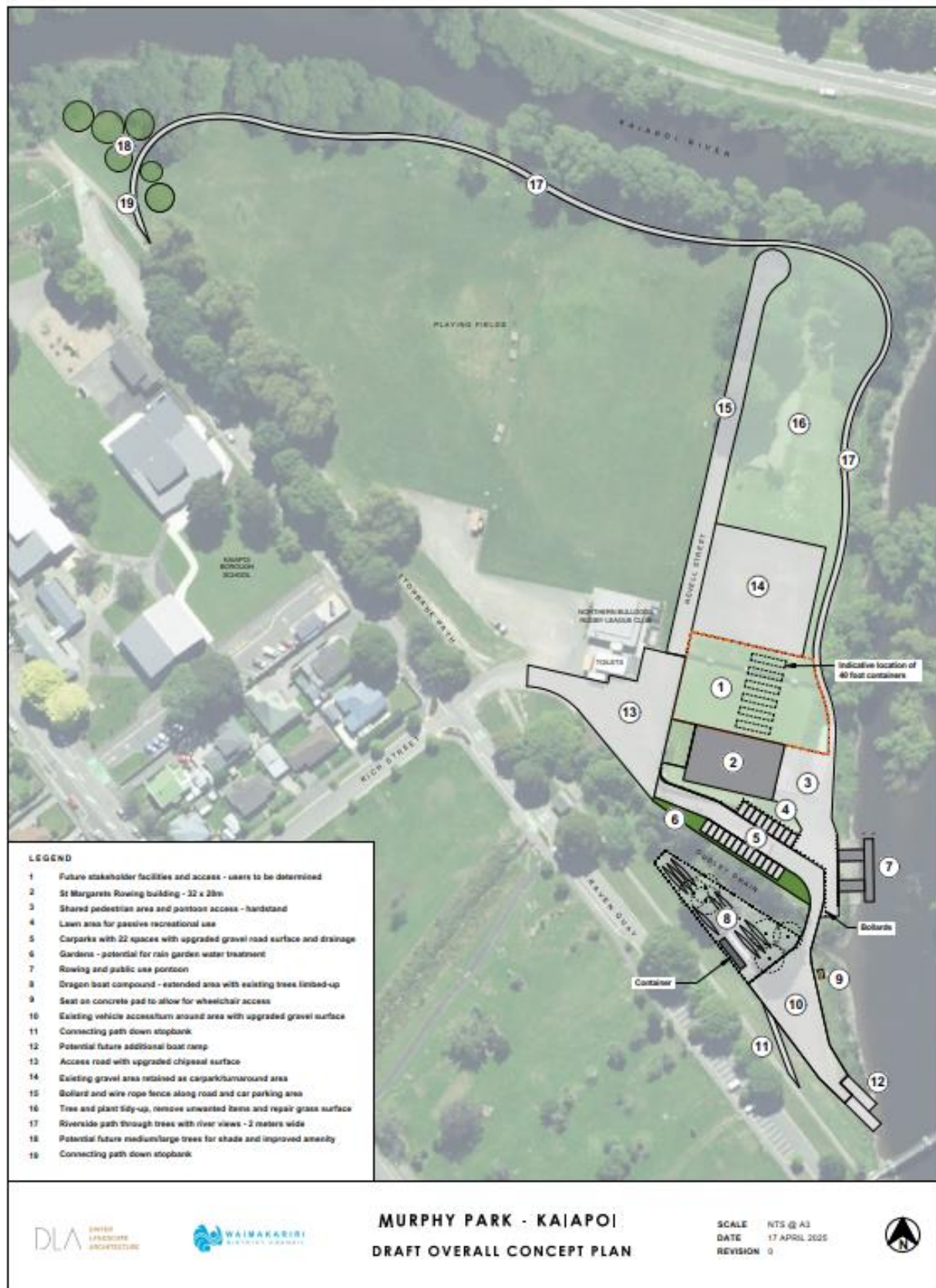
- 28.6. If any term covenant or condition of this Lease or the application thereof to any person or circumstance shall be or become invalid or unenforceable the remaining terms conditions and covenants shall not be affected thereby.

- 28.7. The covenants, conditions, agreements and obligations of the parties in this Lease shall not merge with or be extinguished by the grant of any further or other lease but

shall remain in full force and effect and operative according to their tenor.

- 28.8. This Lease constitutes the entire agreement between the parties in relation to this transaction and supersedes and extinguishes all prior agreements and understandings and all representations or warranties previously given.
- 28.9. Any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.
- 28.10. This Lease may be executed in any number of counterparts (including email copies), all of which, when taken together, will constitute one and the same instrument. A party may enter into this Lease by executing any counterpart.

SCHEDULE B (The Plan)



SCHEDULE C
(Services)

1. RIGHT TO CONVEY WATER

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

2. RIGHT TO DRAIN WATER

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

3. RIGHT TO DRAIN SEWAGE

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

4. RIGHT TO CONVEY ELECTRICITY

- 4.1. The Lessee is granted a right to convey electricity through the Services Facility as designated for the conveyance of electricity.
- 4.2. A right to convey electricity includes the right for the Lessee, in common with Council and other persons to whom Council may grant similar rights, at all times, to lead and convey electricity and electrical impulses without interruption or impediment from the

point of entry through the Services Facility and over the Services Area to the Premises.

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

5. INTERFERENCE

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

6. REPAIR, MAINTENANCE, AND COSTS

- 6.1. If the Lessee has exclusive use of part of the Services Facility, the Lessee is responsible for arranging the repair and maintenance of that part of the Services Facility, and for the associated costs, so as to keep that part of the Services Facility in good order and to prevent it from becoming a danger or nuisance.
- 6.2. If the Lessee and the Neighbouring Tenants share the use of part of the Services Facility, each of them is responsible equally for the repair and maintenance of that part of the Services Facility, and for the associated costs.
- 6.3. In completing any repairs and maintenance of the Services Facility, the Lessee must meet any associated requirements of Council.
- 6.4. Any repair or maintenance of the Services Facility that is attributable solely to an act or omission by the Lessee must be promptly carried out by the Lessee at their sole cost.
- 6.5. If the repair and maintenance of the Services Facility is only partly attributable to an act or omission by the Lessee, the Lessee must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission and the balance of the costs are payable in accordance with clause 6.2.

7. RIGHTS OF ENTRY

- 7.1. The Lessee may, for the purpose of exercising any right or power, or performing any related duty, implied under this Schedule C:
- (a) enter upon the Services Area by a reasonable route and with all necessary tools, vehicles, and equipment;
 - (b) remain on the Services Area for a reasonable time for the sole purpose of completing the necessary work; and
 - (c) leave any vehicles or equipment on the Services Area for a reasonable time if work is proceeding.
- 7.2. However, the Lessee must first give reasonable notice to Council.
- 7.3. The Lessee must ensure that as little damage or disturbance as possible is caused to the Services Area or to Council.
- 7.4. The Lessee must ensure that all work is performed properly.

- 7.5. The Lessee must ensure that all work is completed promptly.
- 7.6. The Lessee must immediately make good any damage done to the Services Area by restoring the surface of the land as nearly as possible to its former condition to the satisfaction of Council.
- 7.7. The Lessee must compensate Council for all damage caused by the work to any Buildings, erections, or fences on the Services Area.

8. DEFAULT

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

SCHEDULE D
(Contemplated Works)

[To be inserted – plans and specifications for the Contemplated Works]

WAIMAKARIRI DISTRICT COUNCIL**REPORT FOR DECISION****FILE NO and TRIM NO:** GOV 26-08-06/250903167359**REPORT TO:** KAIAPOI-TUAHIWI COMMUNITY BOARD**DATE OF MEETING:** 15th September 2025**AUTHOR(S):** Tori Stableford, Landscape Architect**SUBJECT:** Proposed Design Brief and Contestable Process for the Kaiapoi, Main North Road, Town Entrance Sign**ENDORSED BY:**
(for Reports to Council,
Committees or Boards)

 General Manager


 Chief Executive
1. SUMMARY

- 1.1. The purpose of this report is to seek approval from the Kaiapoi–Tuahiwi Community Board to undertake a contestable process for engaging an artist, as outlined in the proposed Design Brief for the Kaiapoi Town Entrance Sign.
- 1.2. The Kaiapoi–Tuahiwi Community Board has prioritised the enhancement of Kaiapoi's town entrances, beginning with the Main North Road (South) entrance. While the entrance sign design has been approved and construction tendered, final artwork for the Corten steel panel remains outstanding. Initial plans to source a kōwhaiwhai pattern from the Rūnanga were unsuccessful, prompting staff to engage a local artist to meet construction timeframes. However, the Board has since requested a fully contestable process to select the artwork, ensuring broader community representation and artistic input.
- 1.3. Staff propose a simplified three-stage process:

Stage 1: Concept submissions from local artists

Stage 2: Shortlisting by the Waimakariri Public Arts Trust (WPAT)

Stage 3: Final approval by the Kaiapoi Tuahiwi Community Board
- 1.4. The selected artist will receive a \$2,500 +Gst commission with \$500 +Gst paid on approval and the remaining \$2,000 +Gst upon submission of the final vector artwork. This process and the accompanying brief have been endorsed by WPAT. The contractor, Atlas Group Ltd, is ready to proceed once artwork is received. The sign is expected to have a lifespan exceeding 35 years. Sufficient budget remains within the original \$75,810 allocation to cover all associated costs. This has been allocated previously by the Kaiapoi Tuahiwi Community Board through its general landscaping fund.
- 1.5. This initiative strengthens Kaiapoi's identity and contributes to a welcoming, culturally rich public realm. It also establishes a precedent for future entrance signage, with flexibility to either replicate the chosen artwork or commission new designs. The contestable process balances fairness, artistic quality, and project momentum, ensuring the final design reflects Kaiapoi's heritage and community values.

Attachments:

- i. Project Brief: Kaiapoi Entrance Sign Graphic Design of Artistic Cutout (Trim:250904167729)

2. **RECOMMENDATION**

THAT the Kaiapoi Tuahiwi Community Board:

- (a) **Receives** Report No. TRIM number. 250903167359.
- (b) **Approves** the proposed Design Brief for the Kaiapoi Main North Road Town Entrance Sign (Trim: 250904167729) for the artistic design of the Corten steel panel attachment to the Kaiapoi, Main North Road Entrance Sign.
- (c) **Approves** staff undertaking the proposed contestable process to engage the artist for this work as outlined within the proposed Design Brief for the Kaiapoi, Main North Road Town Entrance Sign (Trim: 250904167729).
- (d) **Notes** that this process and Design Brief have been reviewed and supported by the Waimakariri Public Arts Trust (WPAT).
- (e) **Notes** that the recommendations of this report have a financial cost implication to the project. These include meeting the currently incurred costs of the contractor and an additional \$2,500+Gst commission to the successful artist who provides the final design.
- (f) **Notes** that the Board have previously allocated \$75,810 from their Kaiapoi General Landscaping Budget towards this town entrance (PJ 101050.000.5224). To this point, \$60,000 has already been committed through the completed tree planting and the civil works contract. This means that there is sufficient budget available in the project budget to cover this additional cost.
- (g) **Notes** that the accepted cost with Atlas Group Ltd for construction of the Entrance Sign is \$49,766.82.
- (h) **Notes** that the cost to cut the artwork in to the Corten panel is included in the accepted price of from Atlas Group Ltd for the Entrance Sign construction and installation.
- (i) **Notes** that the expected design life of the entrance sign is more than 35 years.

3. **BACKGROUND**

- 3.1. The Kaiapoi–Tuahiwi Community Board has prioritised enhancing Kaiapoi’s four town entrances, starting with the Main North Road (South) entrance. A budget of \$75,810 was allocated to implement a Concept Plan featuring a new entrance sign and an Avenue Tree Scheme. The Board have previously approved the design which includes recycled wharf timber, Corten steel with cut-out artwork, and steel lettering reading “Welcome to Kaiapoi.”
- 3.2. The entrance sign has been tendered, and a contractor awarded the work who has already started work on this project however is awaiting final artwork before construction can be completed and installation started on site. Initial plans to source a kōwhaiwhai pattern from the Runanga did not come to fruition and in order to maintain project momentum, staff engaged local artist Mel Eaton, who has recently been designing artwork for the Kaiapoi River Bridge railings to adapt her designs to be utilised for the entrance sign to ensure visual cohesion and cultural relevance.

- 3.3. Staff presented this design to the Board with the option of approving the artwork for use noting that a contractor was waiting for this artwork to proceed. The Board noted that while they understood the process taken thus far to be able to proceed the work, in order to be fair to local artists, there was a preference for a more contestable process to be followed to source the artwork for this sign.
- 3.4. The Board therefore requested staff write a brief for the artwork and present this back to the Board's September meeting along with a process for how this artwork would be procured. The Board also noted that this could be based on the brief utilised for the bridge panel artwork as the information regarding expressing the cultural/historical nature of Kaiapoi on the bridge was the same for the sign.
- 3.5. Greenspace staff have therefore created a project brief and contestable process which is outlined in the issues and options section below for the Board's consideration.

4. **ISSUES AND OPTIONS**

- 4.1. The Board are seeking an artist for the design of a motif to include on the front panel of the new entrance sign located on Main North Road. For the board's reference, staff have included a visual mock up of the sign below (currently without a motif pattern) noting that the motif will be laser cut from the Corten steel panel. This work has already been tendered, and a contractor is awaiting artwork so the focus of this report is solely on identifying an artist and sourcing this art as opposed to discussing the wider design of the sign which has already been finalised.



Image 1: Approved sign design without artwork included.

- 4.2. Staff have reviewed the design brief and engagement process for the bridge panels and have utilised this to create the attached proposed Design Brief for the Kaiapoi, Main North Road Town Entrance Sign (Attachment i TRIM 250904167729) which will be utilised to seek expressions of interest from local artists.
- 4.3. This process was a three-stage process where artists were invited to put forward an expression of interest, three artists were then paid a commission to create a concept design before one of these was approved to refine and develop the final design for the bridge panels.
- 4.4. As this project is significantly simpler and is seeking the design of a basic motif to be cut into the sign panel, staff have simplified this process. The process outlined within the attached brief and recommended to the Board is outlined below.

Proposed Contestable Process to Engage Artist

1) Concept Submission

The design brief will be circulated to local artists notifying them of the project. Those interested can submit their concept and a description of the meaning behind their ideas to Council Staff prior to the 31st of October 2025. No fee will be paid for this step.

2) Shortlist

All submissions will be provided to the WPAT at their November meeting who will review the artwork for its relevance, context, artistic merit and suitability. The WPAT will then create a shortlist of the top three submissions for consideration by the Board. Successful candidates will be notified that they have been shortlisted, and unsuccessful candidates will be thanked for their submission and notified that they won't be progressing.

3) Artwork Approval

Staff will include the three shortlisted designs in a report to the Board for approval of one artwork for the Main North Road entrance sign in the new term. Once approved staff will work with the successful artist to make any refinements requested by the Board and they will provide a vector drawing to be given to the contractor. The successful artist will be provided a commission of \$2,000 for this work.

- 4.5. If this process is approved by the Board, the brief will be circulated to local artists through the networks of the WPAT. Staff can also provide the brief to Kaiapoi High School for arts students who may be interested. Staff recommend that this is limited to final year students as they will have the technical expertise to engage properly in this process including the development of the refined design in the appropriate format.
- 4.6. As noted above, the motif on the front of the sign was intended to be provided by the Rununga as a pattern for a sign rather than sourcing specific artwork. This meant that the design didn't fit within the remit of the Waimakariri Public Arts Trust (WPAT). Now that the Board is seeking to engage a local artist to do the work, this has transferred into a project including public art and therefore it is important to include the WPAT within this process.
- 4.7. Greenspace Staff have spoken with worked with Mel Foster – Community Development Facilitator who oversees the Art Strategy implementation and works directly with the WPAT and the design brief and process were presented to the WPAT at their August meeting for their consideration. The Trust made some minor changes to the brief and have approved the process, noting that the \$2,000 commission seemed fair for the artwork requested.

- 4.8. As noted to the Board when the request was made for a contestable process, this has added both time and additional costs to the process. Staff have outlined in the table below the proposed timeline for this work should the Board approve this process and following this a discussion of the financial implications is included for the Board's reference.

| Proposed Contestable Process to Engage Artist | | | | | | |
|---|------|-----|-----|-----|-----|-----|
| | Sept | Oct | Nov | Dec | Jan | Feb |
| Board Approval of Process | 15th | | | | | |
| Concept Submission Period | | | | | | |
| WPAT Shortlist | | | | | | |
| Report Drafting | | | | | | |
| Artwork Approval | | | | | | |
| Artwork Refinement | | | | | | |
| Sign Construction | | | | | | |

- 4.9. Staff have spoken with the contractor ATLAS Group who have been very flexible in working to changing timeframes with this project and are still keen to undertake this work once the art has been provided. They and their main subcontractor have however already incurred some costs both in procuring materials/construction and through project management and traffic management plans etc. Staff are working with them to pay for this work incurred noting that much of this will not be lost and will be utilised once the project recommences. As noted above, there is a cost associated with engaging an artist to undertake this work. Staff have discussed this with WPAT who understand the current trends and costs of such work and have agreed that a \$2,500 +gst commission would be appropriate. As this project is considerably under budget from the previously allocated \$75,810, there is sufficient budget available in the project budget to cover this cost.
- 4.10. As noted above, this sign is the first of four signs proposed by the Board at the main entrances to Kaiapoi. Staff attended the August Board meeting and presented a workshop with the Board to determine the most suitable locations for the remaining entrance signs on Williams Street, Smith Street, and Ohoka Road. During this workshop, the Board looked at each of the remaining sites and decided to put them on hold until they had more information regarding the impact of the Woodend Bypass on these main entrances noting that there may be changes required to these entrance feeder roads, especially should it become a toll road.
- 4.11. For this reason, for the purposes of this sign, staff have limited the design brief to just one piece of artwork specifically for this sign. At the point in time when the Board choose to continue the other signs, the Board can identify if they would like to utilise a standardised approach and use the same art across each sign, or, carry out a further process to engage/develop individual artwork for each of those signs.
- 4.12. The Board have the following options to progress this project to completion.
- Option 1:** Board approve staff undertaking the Proposed Contestable Process to Engage an Artist.
- 4.13. This option would be considered fair and contestable and give local artists an opportunity to share their ideas and be part of the project. It has been approved by WPAT as a suitable process and would ensure that the art provided to the Board for consideration was of a suitable standard and reflects the historical context of Kaiapoi through artistic form. Minor changes can be made to the brief by the Board if requested and agreed on at this meeting. This is a short process with clear timeframes and art would be provided to the contractor without significant further delay or confusion. Staff recommend this option.

Option 2: The Board decline staff undertaking the Proposed Contestable Process to Engage an Artist

- 4.14. The Board could decline staff carrying out this process in favour of a different process to identify an artist. Staff note that the process proposed is contestable and based on what the Board have requested. It has also been considered by WPAT and agreed as a fair and appropriate process. Major deviations from this could have significant impacts on the contestability and longevity of the process. Staff note that care has been taken to balance contestability with short timeframes to not unfairly delay further the contractor who has been engaged to carry out this work.
- 4.15. Due to the timing of elections, failure to approve a process at this meeting would also mean that staff would not be able to begin a process until post elections when a new report could be brought to the new Board. This would significantly impact timeframes for this project with artwork likely not provided to the contractor until March/April 2026. Staff do not recommend this option.

Implications for Community Wellbeing

- 4.16. There are implications on community wellbeing by the issues and options that are the subject matter of this report. By improving the aesthetics of the Kaiapoi Town Entrances there is an opportunity to contribute to the well-being of the community and enjoyment of those entering Kaiapoi. The artwork sought through this process will contribute to a sense of place and ownership with Kaiapoi as being a great place to live and visit.
- 4.17. 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 the upgrade of the town entrances and have an interest in the subject matter of this report. Staff have consulted with the Runanga as part of this project and as discussed above, the Runanga have chosen not to provide specific artwork for the entrance signs as the remaining three Kaiapoi entrance signs forming part of this project are likely to be of the same form and materials, staff do not believe further consultation is required the entrance signs.

5.1. Groups and Organisations

There are groups and organisations likely to be affected by, or to have an interest in the subject matter of this report. As noted above, this project now falls within the delegations of the WPAT who have been consulted on the proposed process and brief and are supportive of these proceeding. Kaiapoi High School students may also be interested in providing submissions for this art and the proposal includes providing the final year arts students with the brief and invitation to submit.

5.2. Wider Community

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

When the Board approved the Main North Road entrance sign, it was decided to proceed with the selected concept without undertaking public consultation. As the process being proposed to select an artist is open and contestable, staff believe that there is no need for further consultation with the wider community regarding this artwork on the sign.

6. **OTHER IMPLICATIONS AND RISK MANAGEMENT**

6.1. **Financial Implications**

There are financial implications associated with the decisions outlined in this report.

- 6.2. Council has a contract with the successful tenderer ATLAS Group to construct this sign and who have been very flexible in working to changing timeframes with this project. They have indicated that they are still keen to undertake this work once the art has been provided. However, since beginning their contract they have already incurred some costs both in procuring materials and beginning some early construction work off site and through project management and creating traffic management plans etc. Staff are working with Atlas to pay for this work incurred noting that much of this will not be lost and will be utilised once the project recommences.

- 6.3. There is a cost associated with engaging an artist to undertake this work. Based on a recommendation supported by WPAT, there is an additional cost of \$2,500 for a commission for this artwork which was not previously budgeted for within this project. \$1,300 has also been utilised to commission the previous artwork provided by Mel Eaton which the Board were not supportive of.

- 6.4. The Board have previously allocated \$75,810 from their Kaiapoi General Landscaping Budget towards this town entrance (PJ 101050.000.5224). To this point, approximately \$60,000 has already been committed through the completed tree planting and the civil works contract. This means that there is sufficient budget available in the project budget to cover this additional cost.

6.5. **Sustainability and Climate Change Impacts**

The recommendations in this report reflect a commitment to sustainability and consideration of climate change impacts. Sustainability extends beyond resource protection, it encompasses responsible energy and material use, long-term durability, and the creation of environments that support healthy, vibrant communities. Council staff have made deliberate efforts to ensure that, where possible, materials used in this project are reused, locally sourced, or selected for their high durability and low environmental impact.

Enhancing Kaiapoi's town entrances contributes to a more welcoming and attractive public realm, encouraging greater use and enjoyment of central Kaiapoi. This not only fosters local pride and celebrates the unique identity of the area but also supports the local economy by attracting visitors and strengthening community engagement. In doing so, the project promotes social, economic, and environmental sustainability for Kaiapoi's future.

6.6. **Risk Management**

There are potential risks associated with the adoption and implementation of the recommendations in this report. As the Board elected not to undertake community consultation for the entrance sign project, there is a possibility that some members of the community may not support or identify with the final design, or the artwork chosen through this process.

There is a risk that even with a contestable process, no artistic submissions are made of a quality suitable for a town entrance. Staff will utilise the existing networks of the WPAT to share this brief widely to ensure that sufficient people are aware of the potential opportunity. Staff are also aware of several quality local artists who have previously expressed interest in providing public artwork so do not believe that this will be an issue.

There is a risk that when the shortlist is brought to the Board, that the Board still do not support any of the three options chosen. In this case, staff will return to the WPAT to with

the Board's feedback and identify if there are any remaining options that WPAT would endorse that better meet these needs.

As this is the last meeting of the Board before the election, the report for approval will be coming to a newly elected Board who may have different priorities to the current Board. This means that there is potential that this project could be cancelled by the newly elected Board or returned to a point where the existing contract is no longer valid. Should this be the case, all costs incurred by the contractor for this project will need to be met and these costs would be a loss to Council as there would be no asset to capitalise them against.

6.7. **Health and Safety**

There are no health and safety risks associated with the adoption or implementation of the recommendations in this report. As part of the procurement process for the entrance sign, Council staff have reviewed and approved a comprehensive Health and Safety Plan submitted by Atlas Group Ltd for the Main North Road Entrance Sign project. In addition, Greenspace staff have liaised with the Roding team to ensure that the final appearance of the entrance sign, based on the artwork approved in this report, maintains appropriate readability and visibility for drivers entering Kaiapoi. This coordination helps ensure the sign meets safety standards while enhancing the town's identity.

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**

The development of the town entrances will take place within the roading corridor, and all signage will comply with the District Plan and the Signage Bylaw (2012). Additional requirements under Government and NZTA legislation may also apply, depending on the road classification, location, and type of signage proposed. To ensure full compliance, Council staff will work closely with the Roding Team, who are well-versed in the relevant legislation, to determine appropriate materials, positioning, and any specific requirements related to signage and landscaping.

7.3. **Consistency with Community Outcomes**

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

- Public spaces and facilities are plentiful, accessible and high quality, and reflect cultural identity;
- Public spaces express the unique visual identity of our District.

There are wide ranging opportunities for people to contribute to the decision making that affects our District;

- Opportunities for collaboration and partnerships are actively pursued.

The community's cultures, arts and heritage are conserved, developed and celebrated;

- There are wide-ranging opportunities to participate in arts and cultural activities.
- Public places and spaces provide opportunities for cultural expression and integrated arts.

The distinctive character of our takiwā – towns, villages and rural areas is maintained, developed and celebrated;

- The centres of our towns are safe, convenient and attractive places to visit and do business
- Public spaces reflect the distinct narratives, character and cultural identity of our takiwā.

7.4. **Authorising Delegations**

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



**Kaiapoi Entrance Sign,
Main North Road
Graphic Design of Artistic Cutout - Project
Brief**

Seeking Artistic Expressions of Interest

1. Summary

| Project Summary | |
|----------------------------|---|
| Commission | Graphic design of artistic cutout from the Corten steel panel for inclusion on the new Kaiapoi Entrance Sign |
| Stages | <p>Stage 1- Concept Submission All interested artists submit a Concept, including imagery and explanation on meaning to Kaiapoi and design intent,</p> <p>Stage 2 – Shortlisting Submissions will be shortlisted to three options by the Waimakariri Public Arts Trust</p> <p>Stage 3 – Design Approval The Kaiapoi-Tuahiwi Community Board will choose the successful design and Council will work with the artist to identify any minor changes from the Board. Artist to provide a vector drawing file of completed design.</p> |
| Commissioner | The Waimakariri District Council |
| Location | Main North Road Town Entrance, Kaiapoi |
| Audience | Members of the community, businesses and visitors |
| Design Budget | <p>\$2,500 (+gst if applicable)</p> <p>This will be split into two payments. \$500 will be paid to the successful artist on their approval by the Board and the remaining \$2,000 once the final vector drawing is received. This covers the cost of any required concept refinement and providing a vector drawing for the design to be cut from the Corten steel panel.</p> |
| Design Concept Submissions | Closes 4.00pm, Friday 31st October 2025. |

2. Overview

Project Background

The Kaiapoi Tuahiwi Community Board have approved the design of a new sign for the entrance to Kaiapoi on Main North Road. This will include the removal and replacement of the existing sign.

Included within this sign is a Corten steel panel. This design brief seeks a design for an artistic cut out to be included on this panel.

Entrance Sign Design (For Context)

The concept for the overall new entrance sign was chosen to reflect the strong relationship that Kaiapoi Town has with the Kaiapoi River. The entrance sign features a base constructed of upright recycled wharf

timber sourced from Lyttleton Port, to provide this link. A Corten steel panel will be mounted on the front of the timber, complemented by steel lettering that reads 'Welcome to Kaiapoi'.

The images below show a visual mock-up of the new entrance sign design (no art currently included) and the dimensions for reference.

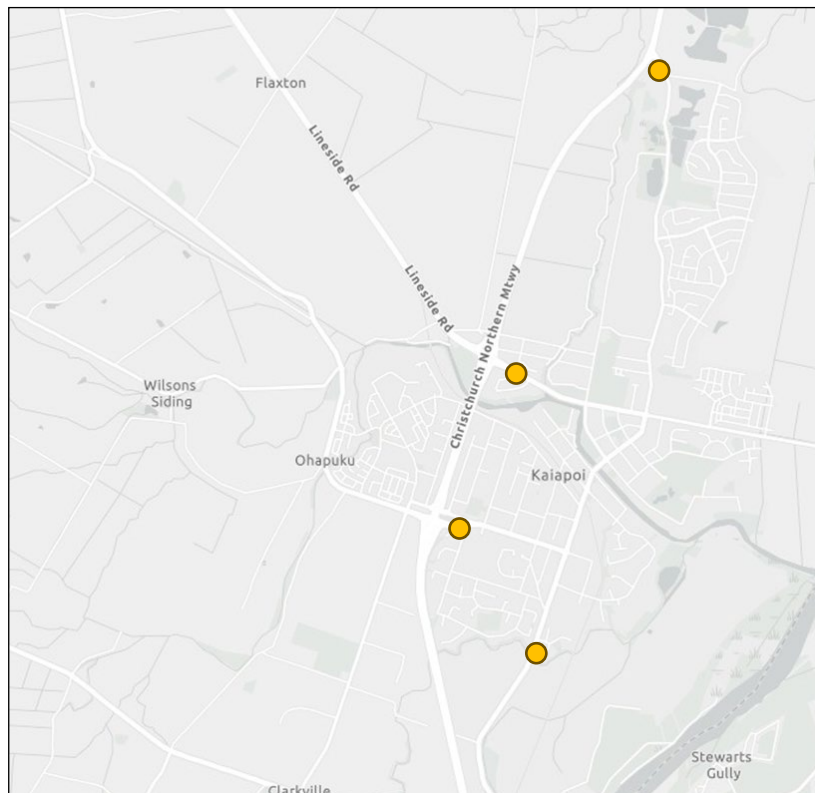


The entrance sign has been designed using durable materials such as hardwood wharf timber and Corten steel, not only to reflect Kaiapoi's River Town identity but to ensure lifespan. The anticipated lifespan of both the sign and its components is at least 35 years.

The Board are planning to create three more entrance signs at the other entrances to Kaiapoi. This artwork may be replicated on these signs (with no additional payment made for its use) or, the Board may choose to seek unique designs for each sign through a similar process at that time. The future entrance signs are planned for the following locations:

- Williams Street (North)
- Smith Street
- Ohoka Road

Please note that currently the Waimakariri District Council is only seeking art for the entrance sign on Main North Road however have provided the below locations to support potential artists contextually.



Artistic Project Objectives

To enhance the sign's visual appeal and reinforce a sense of place, cut-out design will be incorporated into the Corten panel. A white steel backing panel, offset by 50mm between the Corten panel and the timber of the entrance sign has been designed to improve the visibility of the cut-out artwork detailing.

The objectives for the design include:

- A design that is unique to Kaiapoi and seeks to reflect some aspect of Kaiapoi's unique history, culture, ecology, context, character or people.
- A design artwork that gives a sense of place to the Entrance Sign.
- A design artwork that is easily viewed by road users and pedestrians.
- A design artwork that can be cut from Corten steel and keep its form.

Design considerations/limitations:

- The design medium is Corten steel,
- The design will be laser cut out of the Corten Steel panel. This means that it will need to be stencilled so that small pieces don't fall off.
- Should be designed to fit panel dimension 3200mm (width) x 1700 - 1000mm (height varied) panel (Minor changes to the height and top form accepted)

Site Information

The location is that of the existing Entrance Sign at 203 Main North Road, Kaiapoi.

The new entrance sign will see the removal of the existing entrance sign and replacement with a new sign.

When the existing entrance sign is removed it will also see the removal of the in-ground concrete detailing and planting, and replacement with mixed low shrub planting. The mound and the higher native planting (e.g. Cabbage trees and Pittosporum) will be retained to create a backdrop to the new entrance sign.

See site map and image below.



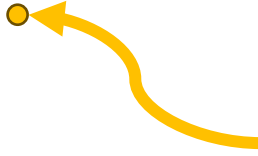


Figure 2 – Main North Road Entrance Sign location, 203 Main North Road, Kaiapoi

3. Commission

Artist Opportunity

The Waimakariri District Council with the support of the Waimakariri Public Arts Trust is seeking an artist to create a graphic design for inclusion on the Corten steel panel of the soon to be erected Main North Road Entrance Sign.

The cut out design should be unique to Kaiapoi and seek to reflect some aspect of Kaiapoi's unique history, culture, ecology, context, character or people.

The project provides an opportunity for skilled and experienced artist/s to make their mark on Kaiapoi by having their work potentially selected and permanently exhibited as part of the Main North Road Kaiapoi Entrance Sign.

Concept Submission

Artists are invited to submit a concept/s, including the following information:

- A graphic design concept (provided as a JPG or PDF),
- Imagery of the design concept shown on the layout of the Corten steel panel dimensions provided,
- A short written statement outlining the meaning of the concept.

Concept Assessment process:

Stage 1 – Concept Submission

All Concepts should be submitted to the Waimakariri District Council by Friday 31st October 2025.

Council staff will then present all concepts to the Waimakariri Public Arts Trust anonymously for viewing at their November meeting.

Stage 2 - Shortlisting

The Waimakariri Public Arts Trust will discuss and assess the concepts and shortlist the concepts to the three that they consider to be the most suitable in achieving the objectives.

Unsuccessful candidates will be notified at this time.

Stage 3 - Kaiapoi – Tuahiwi Community Board Approval

The three successful candidates' design will be presented in a report to the Kaiapoi Tuahiwi Community Board (KTCB) at their December meeting. At this meeting KTCB members will choose and endorse a concept and the three artists will be notified the next day if they have been successful or not.

Successful artist to provide

Council will work with the successful artist to refine the design if required, and artist will be required to provide a vector Drawing that allows the design to be cut from the entrance signs Corten steel panel.

Artist's Fee

The successful artist will be paid \$2,500 (+ GST if applicable).

This will be split into two payments. \$500 will be paid to the successful artist on their approval by the Board and the remaining \$2,000 paid once the final vector drawing is received.

At time of fabrication the engineer may require advice or input from the artist to ensure that the design is being laid out as the artist envisioned. Minor changes may also need to be made by the fabricator to ensure that the design is correct to a good standard. It is anticipated that time required for this would be minor and included within the works paid for by the artists fee.

Project Partners

This project is being delivered by the Waimakariri District Council with support from the Waimakariri Public Arts Trust.

Design Concepts must be submitted to:

Waimakariri District Council

Email: tori.stableford@wmk.govt.nz

All Design Concepts must be received before the application close off date of 4.00pm, Friday 31st October 2025.

Please provide a phone number that you can be reached on when you submit your Concept.

4. Timeline

| Activity | Date Due |
|--|--|
| Issue Design Brief to Artists | Friday 19th September 2025 |
| Deadline for Concepts | 4.00pm, Friday 31st October 2022 |
| WPAT Evaluations Concluded | 6 th November |
| Report taken to KTCB meeting – Concept Choice made | Mid – December (Date tbc) |
| Applicants contacted | The week following December KTCB meeting |

This timeline may be subject to minor changes once Community Board meeting dates have been confirmed.

5. Submission Requirements and Conditions

Communication

All communications relating to this project brief seeking clarification or additional information should be directed to:

Project Manager - Tori Stableford

Tori.stableford@windowslive.com

Or

Waimakariri District Council – phone: 0800 965 468

General Conditions

The Waimakariri District Council with the support of the Waimakariri Public Arts Trust reserves the right to:

- Reject all or any Concepts if they don't meet the project objectives,
- Request and obtain information from artists as required.

- Discuss a Concept with the artist at any time before or after the selection of the preferred applicants and upon any terms and conditions.
- Amend the closing deadline date or any other date in the process.
- Amend, suspend or cancel this Project Brief or any associated documents in its entirety,
- Re issue the Project Brief to receive more Concepts if there are not enough submissions or enough that meet the project objectives.

The Waimakariri District Council will not be bound to give reasons for decisions made because of the Project Brief, or as an outcome of the evaluation, but may do so where it considers this appropriate.

Error and Omissions

If the Waimakariri District Council discover errors and/or omissions in your response, Waimakariri District Council staff will attempt to notify you as soon as practicable and will require you to either confirm or as the situation requires, withdraw your Concept. The Waimakariri District Council accepts no responsibility for any errors or inaccurate descriptions in this Project Brief, or any associated application documents.

No Warranties or Representations

The Waimakariri District Council makes no representations and give no warranties as to the information provided in this Project Brief.

Ownership of Response Documents

The Concepts submitted to the Waimakariri District Council in response to this Project Brief shall be retained by the Council. Concepts will not be returned to the parties at the end of the project process.

Information Complete and Accurate

By submitting your Concept, you warrant that all information provided by you to the Waimakariri District Council in relation to your Concept is complete and accurate in all material respects and will not breach any third party intellectual property rights.

Notification of submission Outcome

Council project staff will notify by phone or email the applicants that have been short listed to Stage Three. No legal relationship is created between the parties. Council project staff will notify all unsuccessful applicants by email within one week of the KTCB meeting to let the know if their concepts have been successful.

Elimination

The Waimakariri District Council may eliminate any party from this process if that party:

- Has materially breached a term or condition of the process in this design brief.
- Has submitted a Concept that considers a material error, omission or inaccuracy.
- Has not submitted all listed requirements for the concept submission.

Confidentiality

To the extent that it is legally able to, the Waimakariri District Council will use best endeavours to keep Stage One and Stage two, confidential and not disclose confidential information to third parties without

the applicant's consent. However, it is likely that notification of those artists selected to Stage Three will be made public via a staff report to the Kaiapoi-Tuahiwi Community Board and Councillors.

It is acknowledged by applicants that the Waimakariri District Council is subject to legislation including (but not limited to) the Local Government Official Information and Meetings Act 1987 and accordingly information provided by the applicants may be required to be disclosed under such legislation.

The Waimakariri District Council will not be in breach of its obligations if it is required to disclose confidential information to an appropriate authority as a result of relevant legislative processes.

Disclaimer

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6. Complaints Process

The Waimakariri District Council is committed to ensuring the process is impartial and without prejudice.

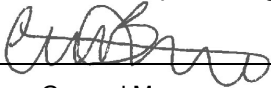
If you wish to raise any concerns related to the listed processes, please contact us to register your feedback.

Project Manager - Tori Stableford

Tori.stableford@windowslive.com

Or

Waimakariri District Council – phone: 0800 965 468 (0800WMKGOV)

WAIMAKARIRI DISTRICT COUNCIL**REPORT FOR INFORMATION****FILE NO and TRIM NO:** RES-35-01-12 / 250903166946**REPORT TO:** Kaiapoi Tuahiwi Community Board**DATE OF MEETING:** 15 September 2025**AUTHOR(S):** Mike Kwant, Senior Ranger Biodiversity
Bex Dollery, Biodiversity Team Leader**SUBJECT:** Kaiapoi Lakes Raupō Management**ENDORSED BY:**
(for Reports to Council,
Committees or Boards)
General Manager
Chief Executive**1. SUMMARY**

- 1.1. The purpose of this report is to inform the Kaiapoi Tuahiwi Community Board, of the scheduled maintenance of the raupō (*Typha orientalis*) at Kaiapoi Lakes.
- 1.2. Correspondence has occurred between Greenspace staff and residents at Kaiapoi lakes regarding the presence of raupō in the large lake adjacent to Sovereign Palms. In June 2024, residents Dale Blackledge, Andre Hoefenk and Maria Zaini presented to the Kaiapoi Tuahiwi Community Board to outline their concerns.
- 1.3. Concerns raised included a loss of open water views for residents which was the intention of the developer when the subdivision was created. Further concerns focused on the effect of raupō on the beauty of the area and subsequent house prices, the potential for raupō to further encroach into the lake causing detrimental effects for water quality, in particular algal blooms, and reducing the diversity of flora in the area. Potential solutions were mechanical removal of the stands or annual trimming which is deemed less effective.
- 1.4. Staff have informed the community that the raupō provides natural filtration to water bodies, so it improves and mitigates blooms and improves water quality. Raupō outcompetes weed species and overall contributes to a healthy in water environment.
- 1.5. Kaiapoi Lakes is a Recreation Reserve which was developed as outlined in the “Kaiapoi Lakes Concept Development Plan” (attachment i). The lake in question was referred to as a “bird haven” and currently is habitat for a range of birds including threatened species such as great crested grebe (*Podiceps cristatus*), black-billed gull (*Chroicocephalus bulleri*), pied shag (*Phalacrocorax varius*) and little shag (*Microcarbo melanoleucos*). The area is frequently visited by bird watchers, some of whom report findings on platforms such as “e-bird”. These birds, along with most native birds, are fully protected under the Wildlife Act 1953.
- 1.6. Research shows that raupō can only grow in shallow parts of the lake which are confined to the edges of Kaiapoi Lakes not limiting the growth of other aquatic plants. The stands can create a barrier to waterfowl, such as Canada geese (*Branta canadensis*) that would otherwise use the adjacent recreational grass areas as feeding habitat.

- 1.7. Stands of raupō are known to grow quickly which assists in nutrient removal from the lake and potentially stymies algal blooms. At Kaiapoi Lakes the plants do not trap sediment as the lake is groundwater fed with minimal inputs from surface runoff and create significant habitat for breeding birds. Additionally, raupō has cultural significance and there is interest from local iwi to harvest at the full length in summer.
- 1.8. The raupō stands can screen views of the lake in summer when growth is high but the plants die-back in the cooler months. This may have an impact on property prices either beneficially increasing the values due to the increased natural values of the surrounding habitat or decrease the prices due to no views. This cannot be anticipated by Council staff.
- 1.9. Current maintenance includes cutting the raupō for maintenance in strategic areas such as those required for access by fishers or seating areas. In 2024, three areas were partly trimmed at a cost of \$2,121.
- 1.10. Management options explored by staff included:
 - 1.10.1. Ceasing all management and allow raupō to encroach to its maximum extent. This would lead to the loss of some views of open water and is not recommended by staff.
 - 1.10.2. Digging out of the raupō stands which is estimated to be approximately \$10,000 allowing for several days with a digger and including truck and dumping fees. Staff expect that due to working in water, that a consent would be required for such works given it is removing a natural filtration element and would likely lead to further deterioration of water quality and natural habitat for threatened species. This is not recommended by staff.
 - 1.10.3. Chemical application is not effective on raupō and would likely not be allowed due to the harmful effects of spraying over open water through the consenting process.
 - 1.10.4. Continuing with minor cutting in strategic areas to maintain some views and access whilst retaining bird habitat and ecological function of the stands. One cut/year would amount to approximately \$2.1k, whilst two cuts would be approx. \$4,200. This is the management option that will be continued.

Attachments:

- i. Waimakariri District Council Kaiapoi Lakes Concept Development Plan Nga Tapuwae O Mua Footsteps of the Past June 1997 (TRIM 080925031371)

2. **RECOMMENDATION**

THAT the Kaiapoi Tuahiwi Community Board:

- (a) **Receives** Report No. 250903166946
- (b) **Notes** that an annual inspection and cut regime as required in strategic areas, such as viewing platforms, will be undertaken outside of the bird breeding season.
- (c) **Notes** that the cut regime would be based on one annual cut as required. This will be dependent on the growth of the raupō in any given season.
- (d) **Notes** the annual inspection and cut would mitigate some of the amenity and view concerns and limit the growth of the raupō whilst still maintaining the benefit it provides with water quality and habitat.
- (e) **Notes** that staff will discuss the option of harvesting raupō with Whitiōra.
- (f) **Notes** that staff will inform residents of the outcome of the meeting.

3. **BACKGROUND**

- 3.1. The Kaiapoi Lakes Reserve is a Recreation Reserve located adjacent to the Sovereign Palms subdivision. The lakes were created by prior gravel extraction and subsequent groundwater inundation to a depth of approx. 6.5 m.
- 3.2. The lakes were vested as Recreation Reserve managed under the Reserves Act 1977 which recognises the areas recreational and environmental values. The development of the lakes was outlined in a concept development plan in 1997 (attachment i) with the large eastern lake described as a “bird sanctuary”. Today the reserve area is described as a “perfect place for picnics, bird watching and walking” on the Visit Waimakariri website¹ with birdlife also noted for anglers in the area on popular fishing websites².
- 3.3. The reserve receives significant use from both residents and those who drive to the site including walkers, dog walkers, family groups and fishers. The area comprises walking tracks, seats, picnic tables, a playground and viewing platforms. The vegetation in the area is a mix of exotic short mown grassed areas and trees such as willows (*Salix* sp.) and native vegetation, both terrestrial enhancement planting and self-seeded aquatic species such as raupō growing in the shallow fringes of the lake (Figure 1).



Figure 1. Kaiapoi Lakes mixed vegetation and aquatic environment.

- 3.4. The lakes are known for the important populations of threatened bird species they support. As such, bird watchers regularly visit to lakes, with some reporting their findings on ornithologist platforms such as e-bird³. The area is known to be an important breeding site for the threatened great crested grebe (nationally vulnerable) with other birds frequently observed such as pied shag (At risk: recovering), little shag (At risk: naturally uncommon), black-billed gull (At risk: declining) and a host of other less threatened but important bird species. These species, and most native species are fully protected under the Wildlife Act 1953.
- 3.5. In June 2025, staff held a workshop on this topic with the KTCB. This workshop was to present ideas and formulate options to bring back in a report for consideration.

4. **ISSUES AND OPPORTUNITIES**

- 4.1. In 2025, residents concerned with the growth of raupō in the eastern lake approached Greenspace staff regarding management. Three residents (Dale Blackledge, Andre Hoefenk and Maria Zaini) gave a deputation to the Kaiapoi Tuahiwi Community Board outlining their concerns regarding the spread of raupō in the lakes.

¹ Source: <https://visitwaimakariri.co.nz/discover/lakes-streams-ponds/>

² Source: <https://troutfish.co.nz/canterburys-top-fishing-spots/>

³ Source: <https://ebird.org/hotspot/L1489273/bird-list>

- 4.2. Their concerns included:
- 4.2.1. Excessive raupō encroachment which will increase the depth of the lake leading to further encroachment.
 - 4.2.2. Raupō contributing to algal blooms, low light and oxygen levels.
 - 4.2.3. Raupō decreasing biodiversity of aquatic species.
 - 4.2.4. Loss of views of open water and potential decrease in property values.
- 4.3. As a solution, the residents wished to see the raupō removed and suggested mechanical clearance and an increase in the lake depth at the fringes to prevent the return of the plants. Alternatively, frequent cutting of the stands was discussed but noted that this would need to be ongoing as the raupō grows back every year. Staff have considered the concerns and ecology of the raupō stands and discuss each issue below.

Raupō Encroachment

- 4.4. Raupō is known to be capable of growing in standing water up to a depth of 1.5 m⁴. The shallows at the edge of the lake provide this habitat but the old gravel pit has steep depressions leading to a depth of at least 6.5 m away from the edges. This has not been mapped through bathymetry⁵ but has been evidenced during water sampling surveys carried out by Greenspace and Water Unit staff.
- 4.5. This physical formation provides a natural barrier to the encroachment of raupō across the entire lake and confines it to the shallows where it is at its limit of distribution. There may be some further encroachment into the open water habitat, but this is likely to be minimal and cannot be fully determined unless a bathymetry study is undertaken.
- 4.6. The plants are known to trap sediment in water bodies that have a flow or experience surface water runoff. Kaiapoi Lakes is groundwater fed and has minimal sediment entering the system so will not decrease in depth over time. Furthermore, the high nutrient use of raupō means that there is minimal decaying plant material following the growing season to add to sediment load (less than 7% annually⁴).

Water Quality Considerations

- 4.7. Raupō is known to have been a driving factor in protecting the water quality of Aotearoa New Zealand's wetland health⁶. The plant can filter out pollutants and high nutrient inputs thereby mitigating surrounding land use effects and protecting the water body from eutrophication. To this end, researchers have termed the plant an "autogenic ecosystem engineer" and is recommended as a phytoremediation species in wastewater treatment systems⁷.
- 4.8. The roots of raupō provide habitat for microbes that can effectively break down decomposing matter, use excessive nutrients and create oxygen for the waterbody⁸. This function is negatively correlated to algal bloom occurrence and research has shown that

⁴ Source: <https://www.landcareresearch.co.nz/tools-and-resources/collections/new-zealand-flax-collections/weaving-plants/raupo/>

⁵ Definition: Study of underwater depth, describing the depth of the lake.

⁶ Source: <https://journals.plos.org/water/article?id=10.1371/journal.pwat.0000240>

⁷ Source: https://www.waternz.org.nz/Attachment?Action=Download&Attachment_id=1140

⁸ Source: <https://journals.asm.org/doi/full/10.1128/spectrum.05051-22>

raupō species can mitigate algal blooms through plant extracts⁹ therefore removing the plants may result in an increase of algal blooms for the lakes.

- 4.9. Whilst stands of raupō produce low light levels in their immediate vicinity and have been shown to encroach to invasive levels overseas or in natural wetlands, the naturally confined growth of raupō at Kaiapoi Lakes will safeguard areas of high light levels in the open water. This natural delineation in the deeper waters also provides sufficient habitat for other aquatic plant species such as water milfoil (*Myriophyllum* sp) and pond weeds (*Lemna* sp).

Birdlife and Cultural Significance

- 4.10. As stated in 3.4, the lake is an important area for rare and threatened birds. These birds require shelter for breeding to protect young chicks from disturbance and predation. The raupō stands provide habitat for successful breeding of birds and three great crested grebe chicks were noted on the lake in 2024/2025. This contrasts with the great crested grebe at Pegasus Lake who produced three nests with all being abandoned or chicks disappearing potentially from predation.
- 4.11. Raupō also has significance for local iwi and Greenspace staff have been contacted regarding the harvest of the plant, at its full length, during summer. The plants are used in many traditional ways and are important for the hapū.

Lakes Views and Associated Impacts

- 4.12. The raupō can grow to 4 m high although more commonly 2 m and this prevents views from the reserve to the open water. This includes raupō surrounding areas where seats have been placed or viewing platforms located during the active growing season.
- 4.13. There is no evidence to suggest that the presence of raupō in the lake would either enhance or decrease house prices within the local area. There have been some studies considering the provision of ecosystem services and nature connection on the desirability of housing. However, due to the personal preference nature of the housing market, it is difficult to predict.

Raupō Management Methods

- 4.14. There are some areas around the lake where access for fishers or assets such as viewing platforms and seats are located. In previous years, the raupō has been cut in these areas as requested by users (Figure 2). Cutting of the visible stems, above the water level can be achieved by hand without requiring a resource consent from either the Waimakariri District Council or the Regional Council and has no harmful effects to water quality (no chemical use) or impacts to wildlife should the cut be undertaken outside of the bird breeding season (September-February inclusive). Each cut entails a contractor who uses mechanical means to trim the plants and remove the arisings with each cut costing approx. \$2,000 (the last cut in 2024 was \$2,121).

⁹ Source: Theis, s., A., F (2014) Mitigating Cyanobacterial Harmful Algae Blooms: The Role of Plant Humics Masters of Science thesis, Oregon State University.



Figure 2. Area of cut raupō around a viewing platform.

- 4.15. Raupō is fast growing and can easily regenerate from a cut during the same growing season. In the winter the plants die-back and fresh growth is produced in spring. This cycle means that maintenance through cutting would require annual or bi-annual attention restricted by the bird breeding season allowing cutting at the start of spring and the end of summer.
- 4.16. To remove the raupō from the lake, a digger would be required along with a consent from the Regional Council to enable works within the bed of the water body and a further consent from the Waimakariri District Council for works within 20 m of a water body. Furthermore, to maintain the encroachment of raupō, the lake edge would need to be at least 2 m deep. This would cause safety concerns should anyone fall into the lake.
- 4.17. Similarly, consent would be required from the Regional Council and the District Council to use chemical management in the form of a herbicide. This method may have wider detrimental effects than the target species and affect the water quality.

Options

- 4.18. Staff considered the following options for management:
 - 4.18.1. **No action**, thereby allowing the raupō to extend to its full extent in the lake. This would block views of open water and potentially restrict access to the lake in some areas. There would be no cost to this option except for responding to residents' service requests or communications. Due to the nature of the lake the raupō is limited to only grow in shallow edges up to 1.5m in depth. This means the raupō spread is predictable in this environment. Taking a no action option does not consider the residents concerns around access and amenity.
 - 4.18.2. **Annual inspection and cut (as required)**. This option would allow staff to manage the raupō annually to maintain views but also maintain the raupō stands for birds, particularly during the bird breeding season. The plants would still be functioning to maintain the water quality and trimming may encourage greater functioning as the plant requires increased nutrients to produce new green stems.

4.18.3. **Removal of raupō by mechanical or chemical means.** This is not recommended by staff due to the sensitive nature of the environment, the potential impacts caused by digging out of raupō. Staff would not apply chemicals over an open water body.

- 4.19. Based on these findings, management will be proceeding on the basis on an annual check and cut in strategic areas. Funding for this is currently provided for within the Greenspace budget.

Implications for Community Wellbeing

- 4.20. There are implications on community wellbeing by the issues and options that are the subject matter of this report.
- 4.21. Kaiapoi Lakes are an important natural reserve, providing nature connection and recreation for local residents and visitors. Maintenance of raupō stands may affect the fishers, bird watchers and users of the area in differing ways, either adversely or positively depending on opinion.
- 4.22. The Management Team has reviewed this report and support the recommendations.

5. COMMUNITY VIEWS

5.1. Mana whenua

Te Ngāi Tūāhuriri hapū may have an interest in the subject matter of this report, particularly where there is an enhancement or degradation of ecological values which are aligned to Te Ao Māori. The raupō stands will have significance for hapū and the Greenspace team has already been contacted to discuss the potential of harvesting the plants in summer from other reserves.

5.2. Groups and Organisations

There are groups and organisations likely to be affected by, or to have an interest in the subject matter of this report, such as biodiversity organisations within the District well as the Coarse Fisherman's Club. Staff will provide information on the management methods to groups if requested.

Wider Community

The wider community is likely to be affected by, or to have an interest in the subject matter of this report. There are varying views on the benefits of open water views and the integration of wildlife into subdivisions.

6. OTHER IMPLICATIONS AND RISK MANAGEMENT

6.1. Financial Implications

There are no financial implications sought by this report. The current maintenance of the raupō is funded through the district wide natural reserves maintenance budget (annual budget of \$27,000). This is at a cost of approximately \$2,100 annually for one cut around significant assets. Should any alterations to the scale, extent or timing of management be requested, options would need to be presented to the Community and Recreation Committee or to Council, depending on the cost, for approval to alter the allocated budget.

6.2. **Sustainability and Climate Change Impacts**

Removing raupō would remove plants capable of sequestering carbon dioxide into the lake sediment. Wetlands and associated plants are known for their high potential to assist in the mitigation of climate change due to the capacity for carbon dioxide fixation¹⁰. Maintenance of the raupō through cutting, rather than removal, secures the carbon sink.

6.3. **Risk Management**

There is a minor risk that the raupō will extend to larger areas of the lake which will require maintenance. This cannot be fully understood without a bathymetry study. If this occurs, there may be larger areas of the lake that need to be subjected to an annual cut which would increase costs. However, this is unlikely given the data collected by the Greenspace team on the lake depths and by viewing the aerial photography of the topography of the area prior to the lake development.

6.4. **Health and Safety**

There are not health and safety risks arising directly from the information contained in this report. However, there is the potential for increased water quality degradation or algal blooms in the lake should the raupō be removed through methods such as digging or chemical use.

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. However, the report has relevance for:

- 7.1.1. Waimakariri District Plan (2023) – ECO Chapter which aims to protect, manage and maintain areas of ecological importance.
- 7.1.2. Aotearoa Biodiversity Strategy (2020)
- 7.1.3. Canterbury Biodiversity Strategy (2009)

7.2. **Authorising Legislation**

- 7.2.1. Allocations are made under the Local Government Act 2002.
- 7.2.2. National Policy Statement for Indigenous Biodiversity (2023)

7.3. **Consistency with Community Outcomes**

The Council's community outcomes are relevant to the actions arising from recommendations in this report. Raupō is a plant which has cultural significance, is beneficial for the natural environment, threatened species, and climate change mitigation. Additionally, this species is significant for Ngāi Tūāhuriri and a prominent species that can promote nature connectedness and associated wellbeing.

7.4. **Authorising Delegations**

The Kaiapoi Tuahiwi Community Board has the delegation to approve and accept the recommendations in this report.

¹⁰ Source: [Greenhouse gas emissions and carbon sequestration capacity of constructed wetlands with different hydrophytes - ScienceDirect](#)

WAIMAKARIRI DISTRICT COUNCIL



KAIAPOI LAKES CONCEPT DEVELOPMENT PLAN *NGA TAPUWAE O MUA* (footsteps of the past)



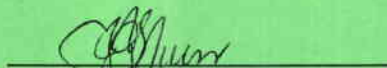
JUNE 1997

KAIAPOI LAKES CONCEPT DEVELOPMENT PLAN

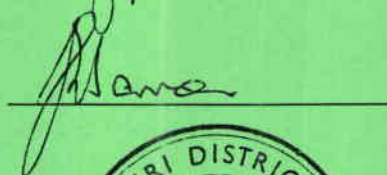
ADOPTED BY THE WAIMAKARIRI DISTRICT COUNCIL
ON MONDAY 23 JUNE 1997

WAIMAKARIRI DISTRICT COUNCIL

MAYOR:



DISTRICT SECRETARY:



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1. INTRODUCTION

1.1 PURPOSE AND SCOPE OF THE PLAN

This concept plan has been prepared by the Waimakariri District Council to provide a positive direction for the progressive development of the Kaiapoi Lakes over a number of years. This planned approach will ensure a high quality recreation resource is developed which is responsive to the recreation needs of the Kaiapoi and wider community and enables land which has been extensively mined for shingle to be attractively restored.

For the purposes of this concept plan, Kaiapoi Lakes shall be treated as a Recreation Reserve under the Reserves Act 1977. This plan shall therefore incorporate and ensure compliance with the principles set out in the Act.

This concept plan has been prepared having regard to:

- the development of the area to date
- public submissions
- the likely future development of Kaiapoi town
- the anticipated future recreation needs of Waimakariri District residents.

It contains a description of Kaiapoi Lakes as well as an outline of how it is intended to develop the land in the future.

The concept plan will be used to form the basis of a draft Reserve Management Plan at a later date. At this point, probably once the reserve has been significantly developed and is beginning to be more widely used, the concept plan will be expanded to incorporate the management objectives and policies that are required in a reserve management plan.

1.2 PLAN REVIEW

This concept plan will be subject to ongoing review to ensure its continued relevance, as the circumstances affecting the development of the park change.

Minor adjustments to the concept plan will be able to be made through the ratification of these by the Waimakariri District Council. Any major changes in direction will require public notification and an appropriate submission period.

2. BACKGROUND INFORMATION

2.1 LEGAL STATUS

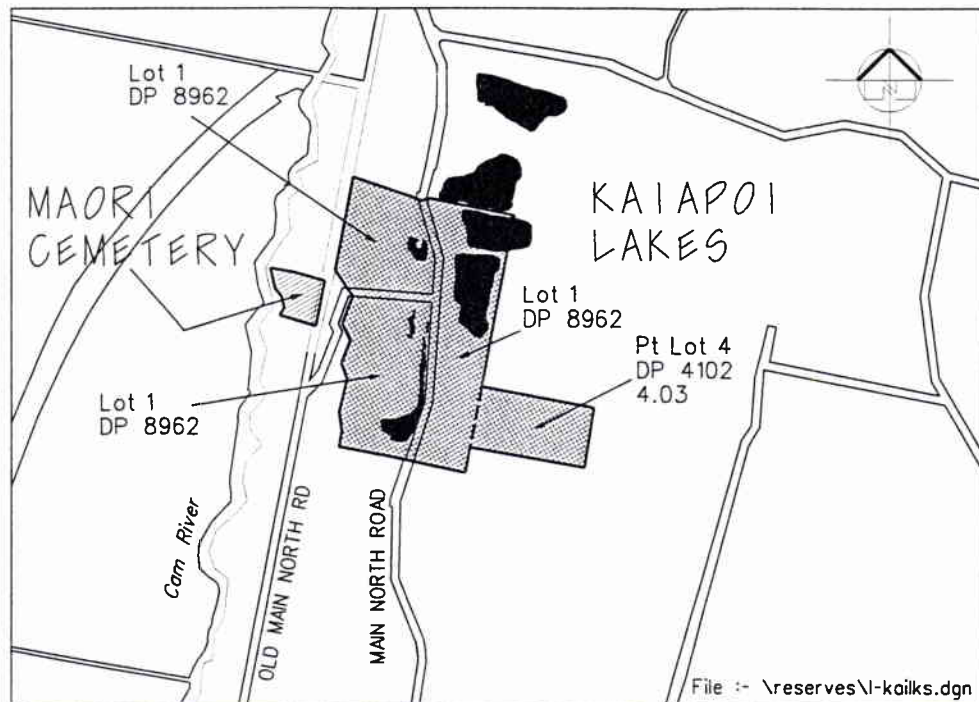
Kaiapoi Lakes is land held as fee simple by the Waimakariri District Council.

Legal Description: Lot 1 DP 8962 contained in Certificate of Title 426/68 held for the purpose of a night soil depot.

Pt Lot 4 DP 4102 contained in Certificate of Title 39D/121 and held for public utility purposes.

Gazette Reference: DP 8962 - Gaz 1902 p 338, Gaz 1930 p 785
DP 4102 - Gaz 1987 p 5682

Valuation Reference: 21611-21400.



2.2 AREA

| | | |
|----------------------------|---|---------------------|
| Lot 1 - 21.3572 hectares |) | |
| |) | 25.3872 ha in total |
| Pt Lot 4 - 4.0300 hectares |) | |

2.3 LOCATION, ZONING AND ACCESS

Kaiapoi Lakes is located at the northern end of Kaiapoi, 2 kms from the town's main centre. The reserve is bisected by the Main North Road which joins up with State Highway 1, 0.4 km to the north-west. The lakes are just 15 minutes north of Christchurch if travelling by vehicle.

Other significant recreation facilities such as the Kaiapoi Golf Course, Cam River, Balmoral Function Centre, and Pineacres Holiday Park, Motels and Restaurant are located nearby. The Ngai Tahu Kai A Te Atua Cemetery, the burial place of several influential local Maori elders, adjacent to the reserve is an important historical and cultural feature of the area. The cemetery is thought to be one of the oldest cemeteries in North Canterbury.

The land to the east of the lakes is divided into larger farm units. A number of smaller sections to the south and south-west of the reserve area have been developed as rural residential properties. There are two privately owned lakes immediately north of Kaiapoi Lakes. Residential housing is located further north along Lees Road. The area around the lakes has been identified in the Waimakariri District Council's Draft District Development Strategy as suitable for future residential development. Interest has already been expressed by developers in pursuing this further.

Kaiapoi Lakes is designated for recreation purposes with an underlying zoning of Rural B in the operative Rangiora District Plan section of the Waimakariri District Transitional District Plan. Reserves are permitted activities in this zone.

The District Plan states that the lakes shall be developed as a "future public recreation reserve generally in accordance with Appendix B". (Refer to Appendix 6.3.) Appendix B shows the area developed with a lake, playing fields, passive recreation area, picnic and camping area.

The concept plan contained within this document is generally in accordance with Appendix B as required although sports fields and camping facilities are no longer thought to be appropriate here.

The current District Plan includes a recreation reserve designation on a strip of land immediately behind the eastern boundary of the site. This strip continues north to Lees Road and runs up to the back boundaries of the residential properties located on the eastern side of the Main North Road. (See appendix 6.2.) The Rangiora District Council reluctantly agreed to uplift the designation in 1988 as the land was considered to be unaffordable. This has not been actioned as yet.

Although the lakes are primarily accessed from the Main North Road, they can also be accessed from the Old Main North Road.

2.4 HISTORY

Pre European History

In pre European times the area now occupied by Kaiapoi Lakes was well inhabited. The Kaiapohia Pa nearby to the north was the main settlement for the Ngai Tahu in the central South Island. Surrounding the fortified Pa were many Kaianga (villages) which

traded their produce with each other and the Pa. Several gardens (Pakiaka, Te Wera, Te Koau and one Kaianga (Te Rakiwhakaputua) were in the immediate vicinity of the Lakes.

This life of trade with the Pa continued until the battles with Te Tauparaha in the early 1830's. After repelling him in early attacks the Pa site was eventually put under siege and sacked. From this point the local population was greatly reduced and most people moved away to the current settlement at Tuahiwi.

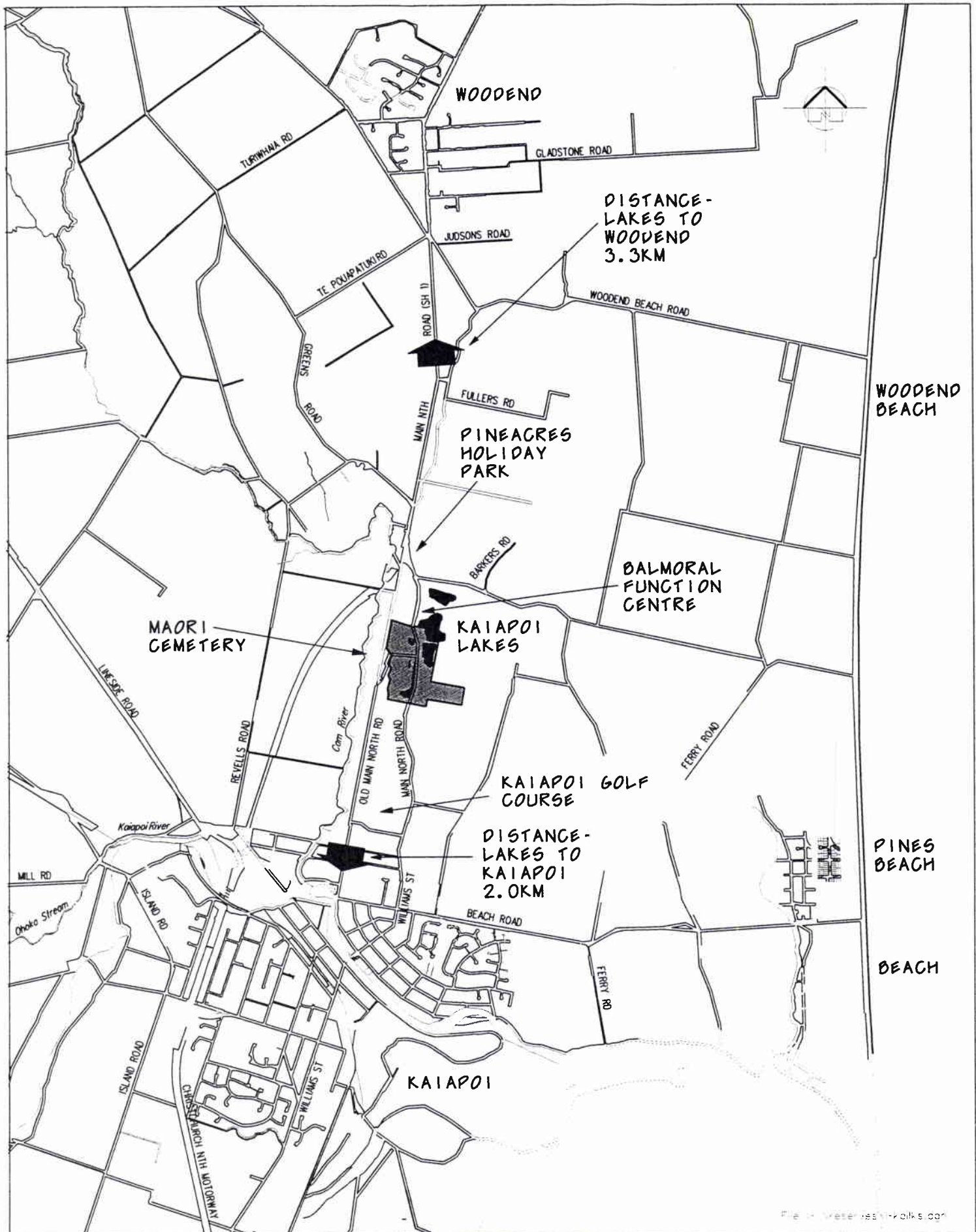
- 1902 Kaiapoi Lakes (referred to as Reserve 120) was owned by the Crown and administered by the Kaiapoi Borough Council. An application was made by the Council to the Crown to change the purpose of the land from public domain to night soil depot and gravel pit. This change was approved and gazetted and the land used for the above purposes.
- 1930 The land title was transferred from the Crown to the Kaiapoi Borough Council to be held in trust. The intention to extend the Black Track through the land to the Main North Road was also gazetted at this time, although this work was never proceeded with.
- 1930 Pinus was planted on the eastern half of the site by the Kaiapoi Borough Council to raise future revenue.
- 1930 The western part of the reserve was also used as a night soil depot and rubbish dump but on a smaller scale. The Council also planted this area in Pinus during the 1930's.
- 1956 The Kaiapoi Borough Council ceased extracting gravel for borough purposes after granting a licence to the Petrous Tile Company (known locally as Kaiapoi Sand & Shingle Supplies) to extract minerals from the eastern portion of the reserve.
- 1956 As mineral extraction increased the Council felled the mature trees on the site.
- 1956 Use of the land as a night soil depot was disbanded when reticulation was substantially completed in the Kaiapoi Borough.
- 1964 Certified Concrete Ltd took over the lease from the previous company operating on the site. Mining changed from coarse metal extraction to the extraction of sand and gravel essential to the building industry.
- 1964 Certified Concrete Ltd's lease was renewed until 1972 with provision for future renewal.
- 1970 The trees on the western part of the site were felled after reaching maturity.
- 1972 The Kaiapoi Borough Council extended Certified Concrete Ltd's lease to mine the site until 1978 with provision for future renewal. The company advised the Council that extraction would be transferred shortly to the western part of the site.

- 1972 After receiving objections from people opposed to mining being carried out west of the Main North Road, the Rangiora County Council (Kaiapoi Lakes was located in the Rangiora County) advised Certified Concrete Ltd that its works on the site were contrary to the provisions of the Town and Country Planning Act and that an application for a change of use would need to be made.
- 1973 After some debate between the Kaiapoi Borough Council and the Rangiora County Council, the Rangiora County Council put a petition to a Parliamentary Select Committee asking for the purpose of the western part of Reserve 120 to be changed from night soil depot and gravel pit.
- 1974 The Select Committee made no recommendation with regard to the difference of opinion between the Kaiapoi Borough Council and the Rangiora County Council as it believed the Rangiora County Council had not fully utilised the forms of law open to it concerning the dispute.
- 1975 The Kaiapoi Borough Council applied to the Rangiora County Council's Town Planning Committee for a change of use. After a public hearing this was granted subject to a number of conditions.
- 1975 Certified Concrete Limited proceeded to extract sand and gravel from the western side of the site.
- 1979 Certified Concrete Ltd's lease was renewed until 1986.
- 1985 Certified Concrete Ltd signed their extraction licence over to Firth Industries Ltd.
- 1986 Firth Industries Ltd licence was renewed for seven years.
- 1987 The Kaiapoi (Waimairi) Model Yacht Club was given town planning approval to be based at Kaiapoi Lakes in April 1987 by the Rangiora District Council. The Club successfully carried out its activities for a number of years until prolific weed growth in the Lakes forced members to relocate in 1995.
- 1989 The ownership and control of Kaiapoi Lakes was transferred to the Waimakariri District Council upon amalgamation in October 1989.
- 1993 Firth Industries Ltd licence was renewed for a further seven years.
- 1996 Winstone Aggregates Ltd took over the management of Firth Industries Ltd. Their current extraction licence is due to expire in September 2000.

2.5 CONTROL AND MANAGEMENT

Kaipoi Lakes is owned and directly managed by the Waimakariri District Council.

2.6 LOCATION MAP



3. RESOURCE INFORMATION

3.1 GENERAL CHARACTERISTICS

Kaiapoi Lakes is divided into three distinct areas by roading and the predominant uses made of the site to date. The landscape of the site is disjointed with each of the three areas having its own special character.

1 Existing Lake

The large lake on the eastern side of the road is a result of previous extraction work. It is divided in two by a tree lined causeway and has some low informal planting around its edge. An open grassed area fronts onto the road.

Overall, a pleasant environment is created by the birdlife, mature trees, tranquillity of the lake and naturalness of its surrounds.

2 Sand Extraction Area

A large proportion of the block of land to the west of the Main North Road is being leased for sand extraction. The block is divided into two fenced excavation areas by Cemetery Road.

The site is in various stages of completion with water filled pits, mounding along the Main North Road frontage, flat open areas and sand mounds.

A strip along the western side of the site where the ground is unmodified shows the natural undulating sand dune type topography. This is currently planted with pine trees and scrub.

3 Refuse Area

The land in the south-east corner of Kaiapoi Lakes has been greatly modified as a result of its use as a refuse area. Two capped refuse mounds face onto the road. A third mound further away from the road is nearing completion and will need to be capped.

The northernmost half of the refuse area has recently been redeveloped as per Stage 1 of the implementation plan (refer to page 24). This has involved recontouring, grassing, planting and the development of a pathway which runs from the road to the top of the mound. The overall effect is a pleasantly shaped, raised open grassed area, planted with NZ tussocks and low native shrubs and bordered by mature trees.

The southern half of the area is still being used as a refuse area. It is proposed that this will close within the next five years.

The site presents a variety of potential landscapes with wetland, sand dune, open water areas as well as large open areas. The elevation of the capped mounds also allows views out of the site.



Lake with tree-lined causeway across the centre



Area still being excavated

3.2 HISTORICAL FEATURES

- Kaiapoi Lakes is located in an area which contains the highest concentration of recorded archaeological sites in Canterbury.

Chris Jacomb from the Canterbury Museum was commissioned by the Council in June 1995 to carry out an archaeological survey of the reserve.

An archaeological site identified on the western side of the site in 1978 could not be found and it is thought this may have been destroyed by quarrying activities. The remains were found from two other sites. These were not recorded as they were also thought to have been predominantly destroyed.

A significant site was found close to the reserve in between the Maori Cemetery and the Cam River and has now been assigned an NZAA site number.

It is thought that other significant archaeological sites are likely to be located at Kaiapoi Lakes. These would only be in the relatively small area of property not severely modified by quarrying and would be likely to be well beneath the current surface, concealed by a sand overburden.

- The northern end of the Old Main Road which runs into the western side of the site is thought to be the location of the original Black Track. This was a path through the sand dunes and low lying swamp land used by local Maori and then by early European Settlers.

3.3 FACILITIES AND IMPROVEMENTS

Kaipoi Lakes contains the following facilities and improvements.

1 Existing Lake

- A small (half sunken) floating platform with steps down to it is located on the west side of the lake.
- A small tin long-drop toilet is also located here (erected by the Waimairi Model Yacht Club).
- Stock fencing runs around the boundary. Three wooden stiles for public access are spread out along the road side of the fence. Locked Hurricane wire gates towards the south end of the lake provide vehicle access.
- A tall wooden structure is located just inside the fence also towards the southern end of the lake. This may have once been used to display club signs.

2 Sand Extraction Area

- A filtration plant and service shed owned by Winstone Aggregates Ltd is located on the north-west part of the site.
- A gravel track connects the filtration plant with the area currently being worked on the south-west part of the site.
- Stock fencing runs around the boundary of the site, separating excavation areas from all road areas.

3 Refuse Area

- A fenced recycling compound with a shed, steel press, standard recycling facilities, collection of recyclable items, soil for sale and compost is located near the entrance of the refuse centre.
- The refuse site is served by a gravel road which runs through the recycling area as well.
- A 1.8 metre high mesh fence surrounds the existing refuse site.

3.4 SERVICES

Power

The site has above ground wiring following both roads through the site. An overhead connection runs from the Old Road north to the filtration plant. An underground connection runs from the road boundary south of the refuse centre entrance to the recycling compound shed. The compound is lit from a pole west of the shed.

Telephone

There is an underground cable running along the western side of the Main North Road road reserve.

Water

A water main runs along the eastern side of the Main North Road road reserve. From this a pipe runs off past the recycling shed to the current refuse area's entrance in line with the north-east boundary.

3.5 CLIMATE

Like most of Canterbury the Kaiapoi Lakes area receives its strongest winds from the north-west, typically dry and hot during spring and summer. Rain is usually delivered by south-westerlies during the cooler months (June, July) and approximately 700 mm falls on between 80 and 90 days each year, although there is a high level of variability from year to year. Rare easterlies deliver very poor weather.

Ground frosts occur on between 65 and 75 days per year, with the annual average minimum temperature around -5°C. Temperatures can rise into the mid and high 30s and the annual average maximum is 33°C. The average temperature is approximately 11°C.

3.6 SOIL

In the unmodified parts of the site the soil is Waikuku Complex, an excessively drained Class 111b soil. A general description is 75mm of friable topsoil on yellowish brown, loose sand. This soil erodes quickly after cultivation.

The modified parts of the site can be broken into two soil types. The completed refuse mounds have a compacted clay capping with varying thicknesses of other soil. Total cover varies from 150mm to 300mm. The remaining modified areas consist of tailings from the sand extraction operation (fine pea gravel) with some buried hard fill. This

layer varies in depth from 3 m in the west to 10 m in the south-east. Sand mounds screen the sand extraction operation from the road.

3.7 WATER QUALITY

The water in the existing lake has not been recently tested but it is thought that it would not be of a sufficient quality for drinking or bathing given the proximity of the land fill refuse operation.

A large amount of weed growth is currently present in the lake. Some of these weeds grow 6 metres or so up to the surface from the lake bottom.

3.8 VEGETATION

The planting on the site is generally low quality, utilitarian and weed species.

Around the refuse area is a shelter planting of young pines. Mature pines surround the southern two thirds of the southern capped mound. *Macrocarpas* run intermittently north south on either side of the northern capped mound. This area has recently been planted with NZ tussocks and other low native shrub species.

The lakes are surrounded on three sides with willows which have a naturally occurring understorey of scrub and flax. There are also margin plants such as raupo at the lake edge.

The excavated area is weed covered where there is no surface water.

Pine trees and scrub cover the unmodified western side of the site.

3.9 FAUNA

The Canterbury Ornithological Society regards the Kaiapoi lakes as being a safe haven for waterbirds, some of which are considered to be quite rare.

The dense vegetation surrounding the lake provides cover for the birds to hide and an anchor for the nests of some species. Public access has been prohibited from the bird protection area at the southern end of the lake.

In July 1994 the Society provided the Council with a list of 31 bird species that they had recorded as being present at the Kaiapoi Lakes. These are as follows:

| | |
|--------------------------|-------------------|
| Australasian Coot * + | Fantail * |
| New Zealand Scaup * + | Welcome Swallow * |
| New Zealand Shoveler * + | Girll Bunting * + |
| Grey Teal + | Yellowhammer * |
| Black Swan * | Goldfinch * |
| Mallard and Grey Duck * | Greenfinch * |
| Black Cormorant | Chaffinch * |
| Little Cormorant + | Dunnock * |
| Pukeko * | Thrush * |
| White-faced Heron | Blackbird * |
| California Quail * | Harrier |
| Kingfisher + | Magpie * |

Spurwing Plover *
 Shining Cuckoo * +
 Grey Warbler *
 Silvereve *

House Sparrow *
 Redpoll *
 Black-backed Gull

Key

* Breeding

+ Rare or uncommon

The ecosystem of the lakes could be described as a typical pond ecosystem with no known native fish population apart from eels (*Anguilla* sp.) which have generally resulted from introductions by eel fishermen.

The acclimatised fish species Tench (*Tinca tinca*) have been introduced to Kaiapoi Lakes for recreational fishing. These fish have spawned so successfully, the lake now holds the largest population of Tench in Canterbury.

Another sports fish, Rudd (*Sardinus erythrophthalmus*) is also present in the lake although it is considered to be a noxious fish in the North Canterbury district. For this reason the North Canterbury Fish and Game Council is seeking to limit the Rudd population in both distribution and numbers.

The North Canterbury Fish and Game Council is in the process of introducing another species of coarse fish, Perch (*Perca fluviatilis*) to the lake. This introduction is designed to serve the following three purposes:

- (i) To provide an additional species for the sport of coarse fishing.
- (ii) To provide an additional predator species that may assist in limiting the Rudd population in the lake.
- (iii) To provide an opportunity to study Perch, Tench and Rudd in a small closed environment, to further the North Canterbury Fish and Game Council's knowledge on the interaction of these species in New Zealand. This information is thought to be useful in assessing future coarse fishery opportunities.

An initial liberation of 50 tagged fish into each half of the lake is envisaged. A monitoring programme will then be put in place to assess the success of the release.

The introduction of Perch may affect the Tench population due to predation on juvenile Tench, but the North Canterbury Fish and Game Council and the Canterbury Float Fishing Club both feel this risk is acceptable.

The North Canterbury Fish and Game Council has designated Kaiapoi Lakes "catch and release waters". This means that any "sports fish" caught at the lakes must be immediately released back into the water with as little injury as possible. Signs to this effect have been erected on the road boundary fence of the existing lake. A licence is also required to fish for all sports fish.

4. CURRENT RESERVE USE AND ISSUES

4.1 CURRENT USE

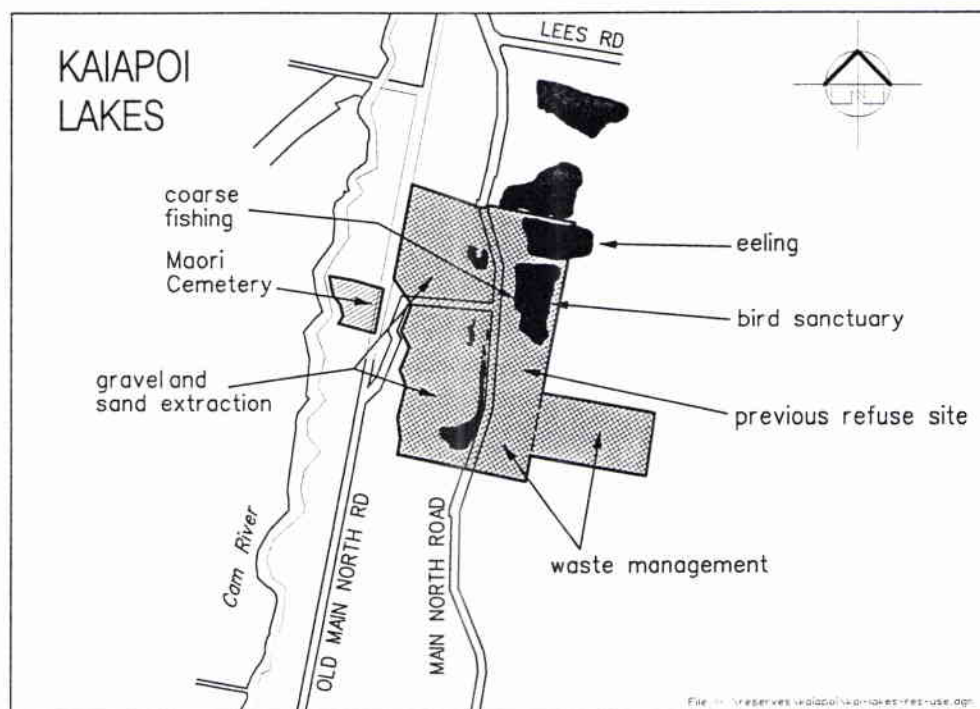
Kaiapoi Lakes is at present an under-utilised and largely undeveloped resource.

Current users are as follows:

- The Canterbury Ornithological Society has a keen interest in the existing lake.

In 1994 the Society concluded a two-year study of two important waterbird species (NZ Scaup and Australasian Coot) which breed at Kaiapoi Lakes.

- The North Canterbury Fish and Game Council have an interest in Kaiapoi Lakes as a Discrete Coarse Fishery.
- The Canterbury Float Fishing Club currently uses the accessible shores of the existing lake for coarse fishing.
- The Waimakariri District Council uses the south-east part of the site for waste management.
- Winstone Aggregates Ltd lease the western half of Kaiapoi Lakes for gravel extraction purposes.
- A private individual also currently holds a lease with the Waimakariri District Council for eel farming in the lake. This is renewed annually.



4.2 CONFLICTS OF USE

Refuse Centre/Recreation Area

Rubbish from the refuse area has in the past blown around the reserve polluting the lake and detracting from the attractiveness of the site.

Coarse Fishing/Bird Sanctuary

There is potential for conflict between the need of people fishing to gain access to the lake and the need of breeding birds to have undisturbed habitats.

Quarrying/Disturbance of Archaeological Sites

Mining the land has disturbed some archaeological sites.

4.3 IMPACT ON NEIGHBOURHOOD

- The existing lake adds to the tranquil atmosphere and attractiveness of the local environment.
- Some residents living close to the area previously worked by Firth Industries Ltd have in the past been unhappy about the noise, dust and mosquitoes resulting from the sand extraction operation.

4.4 RESERVE SIGNIFICANCE

- To date the reserve has been a significant site for mining. The land contains a type of fine gravel and sand that is relatively scarce (not found elsewhere in Canterbury) and which is very important to the building industry for concrete manufacture, mortar products and plastering.
- The existing lake is a significant breeding ground for rare waterbird species. These birds attract international visitors to the area.
- The lake is also a significant site for coarse fishing. As the disused gravel excavation pit is a closed system, it provides an ideal site for acclimatised fish. If released into other water habitats, these fish can cause regulatory problems and conflicts with salmonid species and fishermen. The North Canterbury Fish and Game Council has therefore established a Discrete (species limited to coarse and native fish) Coarse Fishery at Kaiapoi Lakes.

4.5 MANAGEMENT CONSIDERATIONS

Reserve Maintenance

Keeping the existing lake area well maintained has been a problem in the past.

Previous Commitments

The Council is obliged to honour the lease agreement with Winstone Aggregates Ltd when considering the future development and management of Kaiapoi Lakes.

The term of the lease is not due to expire until 26th September 2000.

5. PROPOSED FUTURE DEVELOPMENT AND RELATED ISSUES

5.1 THE PROCESS USED TO DEVELOP A CONCEPT PLAN FOR THE RESERVE

A draft concept plan was prepared for Kaiapoi Lakes by Davie, Lovell-Smith & Partners in 1980 and incorporated into the Rangiora District Council's District Plan.

The idea of developing a new concept plan for Kaiapoi Lakes was mooted after a request was received from the Kaiapoi Community Board for the area to be generally made more presentable.

It was thought that a development plan would provide positive direction for any work to be carried out.

The landscape architect firm Earthwork was contracted by the Council in May 1993 to develop a concept plan for Kaiapoi Lakes. This work was overseen by a Waimakariri District Council staff planning group.

The group decided to contract a journalist to prepare a full page newspaper spread on the project to ensure the detailed concept plan information was presented in an interesting and reader-friendly way. This was published in the Northern Outlook on Monday June 20th 1994.

Press releases and advertisements notifying the public of a meeting and calling for submissions were published in several newspapers. Interest was also expressed in the project by CTV and TV3.

All groups and individuals thought likely to have an interest in the development were sent copies of the plan and an invitation to attend the public presentation.

Because of the history of the site and the proximity of the Maori Cemetery one of the groups identified early on in the project as a significant party was the Te Ngai Tuahuriri Runanga Inc. Contact was made with Rikihia Tau who assisted Earthwork to incorporate Maori history into the concept plan and named the project "*Nga Tapuwae O Mua*" (footsteps of the past).

In June 1994 Te Ngai Tuahuriri Runanga Inc appointed Te Maire Tau as official Maori Advisor to the project.

The public meeting held in Kaiapoi on 4 July 1994 to outline the concept plan, provide an opportunity for questions to be asked and feedback to be obtained was well attended. Although there was some opposition to the proposal to develop a walkway along Lees Road linking Kaiapoi Lakes and the beach and the proposal to remove the causeway dividing the existing lake, overall the draft concept plan was well supported.

Written public submissions closed on August 1st 1994 and seven were received. Five of these were from organised groups and two were from individuals.

The main issues arising from the written public submissions were the conflicts between the requirements of the Canterbury Float fishing Group and the birdlife, the proposed Lees Road walkway, the removal of the causeway, the plans to reshape the existing margins of the lake and the need for an archaeological survey to be carried out prior to any construction work being started.

Submitters were invited to speak to their submissions at a WDC Services Committee Meeting held on 3rd October 1994. At the meeting the Council passed the following resolutions:

- (1) **THAT** the Kaiapoi Lakes Concept Plan be modified as follows:
 - (a) That the existing lakes on the eastern side be primarily developed as a bird sanctuary.
 - (b) That the causeway on the western side of these lakes be retained.
 - (c) That there be minimal disturbance of the existing lakes and reshaping of the margins restricted to that required for safety and aesthetic purposes.
 - (d) That the north-western most lake be primarily developed in the future for use for coarse fishing.
 - (e) That the paragraph in the plan about the "link to the beach walkway" be removed and a general statement inserted about the potential of linking the area up to a number of walkways, the possibilities of which have yet to be investigated, be inserted instead.
- (2) **THAT** the modified Kaiapoi Lakes Concept Plan be adopted for implementation.
- (3) **THAT** an archaeological survey of the site be carried out prior to any site works being started.

5.2 DESIGN AIMS OF THE CONCEPT PLAN

1. **To create a recreation facility that complements those already available in the area.**

It was decided that there were already a number of opportunities available for organised sport in Kaiapoi. Given this and the nature of the development of Kaiapoi Lakes to date, it was thought that the area would be best used to provide opportunities for less formal recreation, such as biking, walking, picnicking and boating. These would be integrated with the current use made of the lakes for coarse fishing, and by wildlife.

2. **To use the reserve as an opportunity to introduce some of the natural and human history of the area.**

The plan aims to highlight both the extensive Maori and early European history of the area.

Kaipoi was extremely important to Maori with the Kaiapohia Pa being the main settlement of the predominantly Ngai Tahu residents of the central eastern South Island.

The Kaiapoi Lakes area was the site of several kumara growing gardens and the satellite village, Te Rakiwhakaputa, which traded with the kaiapohia pa.

Kaiapoi was also important for the first European visitors and settlers. The time of these visits is very close to some of the major events of Maori history in the area which adds to their significance.

Design features such as kumara gardens, raised storage platforms, mock palisades, a kaianga (small village), cooking pits, manuka fences, pathways, sculpture and information boards will reflect this history.

A greater variety of ecosystems used to exist in the area than at present. These included swamps, sand dune communities, estuarine meadows and native forests.

Unfortunately there is not much vegetation that exists now that is indigenous. However, the landforms left from the sand extraction and refuse operation offer a wide variety of micro climates and soils. These provide the opportunity for the recreation of some of the original ecosystems. Plants that depict the different plant communities that once existed in the area will be used

As well as serving as a design theme for the reserve, this historical approach will enable the reserve to have an educational and conservational role.

3. To make the reserve an integral part of a network of pedestrian and cycle linkages to serve Kaiapoi in the future.

Although not specifically part of this concept plan, the potential was recognised for walkway links along the Cam River, the Old Main North Road, east to future residential development and to the Waikuku Beach Walkway (Pegasus Bay Walkway).

The development of Kaiapoi Lakes will do what is possible to promote and accommodate these linkages.

5.3 MAIN FEATURES OF THE CONCEPT PLAN

(Refer to Masterplan.)

1. Existing Lake

The existing lake to the east of the Main North Road will be altered very little. The main changes planned are the development of better facilities for existing users. These include a car park, a viewing platform, and hand rail area and a bird watching area. Existing planting will be managed and further planting carried out to provide additional shelter and nesting materials for the birds.

Beach areas and a jetty will be developed on the western side of the lake to provide easier and safer access to the water for people fishing.

There is a possibility that a pedestrian bridge over the Main North Road near the intersection with the Old Main North Road could be erected in the future to facilitate easier pedestrian flow between the two Kaiapoi Lakes areas.

2. Sand Extraction Area

It is proposed to work with Winstone Aggregates Ltd to ensure that the tailings from the extraction are placed back on site in such a position that the final ground formation provides two lakes and opportunities for picnicking, open space, planting and a variety of lakeside landscapes.

As the north-western most lake will be primarily used for coarse fishing, good access in the form of beach areas and jetties will be provided.

The existing mounding next to the Main North Road will be modified but basically left in position.

Paths linking features will be constructed around both new lakes. Seating and story boards explaining facets of history and nature integral to the park will be located along these pathways.

Some specific features in this area include a history area, kumara garden, central koru courtyard and sculpture.

The Old Main North Road will be left in its current position but a new internal road will be constructed from the east west section of the existing road to the south. A formal car park will be located along this road to service the proposed picnic areas.

All the existing planting will be removed and replaced with native planting and grassed areas.

3. Refuse Area

The design for this area will not be able to be finalised until a decision is made about the location of the transfer station.

A car park is proposed for the top of the northern most mound along with an open grassed area for picnicking. A path links the mound with the existing lake and the recreation area to the east. A lookout similar to that at Kaiapohia Pa is also planned.

The southern mound will be developed as an area of botanical interest. The basic planting, grassing and paths will be put in as part of the initial development. Subsequent botanical development could be undertaken by interested groups.

The eastern mound will be developed as a mountain biking area accessed by a path to the north of the area set aside for the Transfer Station. Allowance will be made for an additional pathway to provide a generous pedestrian/cycle route from the Main North Road to any future residential development to the east of the reserve.

4. Specific Landscape Features

Central Koru

A network of pathways will wind through the park and meet in a central koro shaped courtyard. This is the directory for the park and other points of historical interest in the vicinity. A central circular table points out features and a path around the outside acts as a lookout (see Appendix 6.1 for Concept Detail). Some allowance may have to be made for a possible archaeological site in this location.

History Area

To bring some of the pre-European living conditions to life it is proposed to develop an area which illustrates this. The physical layout of this has not been finalised but will be developed in conjunction with Te Ngai Tuahuriri Runanga.

Kumara Gardens

As this is one of the southern most places kumara was grown, it is proposed to develop a garden similar to those used for kumara production by local Maori. This will create an interesting landscape feature and illustrate the extent of Maori horticulture.

Sculpture

It is planned to integrate the Ngai Tahu kai A Te Atua cemetery with the park and highlight its entrance through the provision of a gathering area and a large outdoor sculpture. A possible theme for this of "Mauri" (the life force) has been suggested.

Walkways/Jetties

In order to get visitors to the park closer to the environments being created a number of walkways and jetties are proposed to carry people over swamps or wet areas and provide access to the lakes.

Bird Observation Area

On the southern part of the existing lake, adjacent to the bird haven, an observation area will be built to better observe the birds on and around the lake. A covered hide, incorporating information boards with details of the birds' life histories and illustrations or photographs to aid identification, will be located here.

Notes

- THIS PLAN SHOWS THE PHYSICAL LAYOUT OF PROPOSED FEATURES FOR THE PARK.
- FOR DETAILS OF HOW THE PROPOSALS AFFECT CURRENT WATER COURSES, SEE THE PLAN OF PROPOSED WATERS.
- FOR DETAILS OF THE SAND EXTRACTION OPERATION SEE THE SAND EXTRACTION PLAN.
- FOR DETAILS OF THE PLANNING FOR THE PARK, SEE THE PLANNING REFERENCE PLAN.
- FOR DETAILS OF THE IMPLEMENTATION STAGES AND WORK INVOLVED AT EACH STAGE, SEE THE IMPLEMENTATION PLAN.
- ACCOMPANYING THESE PLANS IS AN IMPLEMENTATION GUIDE.

THESE WILL BE A SET OF DETAILED PLANS DRAWN UP FOR EACH OF THE IMPLEMENTATION STAGES.

EACH OF THE EXISTING PLANS HAS A REFERENCE TO THE RELEVANT PART OF THE IMPLEMENTATION GUIDE.

EXISTING PLANS

PLANNED PATH
LINKS ACTIVE RECREATION AREA
WITH CHALK PATEK AND
MAIN NORTH ROAD. ALSO --
BEARS AS FROSTBELLS/CYRUS
LINK TO ANY FUTURE SUEDEW
DRUG DEVELOPMENT.

existing mound:
existing, leaving access to the
channel to fit with proposed
transformation access.
pedestrian path links rear
of site and main north road
car park, footway (11' wide,
one bay). Top planted in tussock
land and grass, silted planting
in native shrubs.
lookout on wettest corner
with path down to lake.

- Active recreation area: based on finished refuse mound available soil, placed on top to provide costuming, track for mountaintop bikes.
- Planting to 45 tussock land and grasses on top and taller native species mixed in with existing pines for shelter and amenity.
- Access: foot bridges, platforms, from the proposed refuse station to the active recreation area.

Access:
For service vehicles from the proposed refuse station to the active recreation area.

PROPOSED REFUSE STATION:
DESIGN BY RECA CAPTEER CONSULTANTS
WITH KOPR MISCELL. PARTNERS
PROPOSED PLAYING FOR REFUSE
STATION TO BE INTEGRATED WITH
PLAYING FOR PARK.

ACROSSING THE PROPOSED RAIL TO THE TRANSFER STATION IS A PEDESTRIAN AND CYCLE PATH WHICH LINKS MAIN NORTH ROAD WITH THE REST OF THE SITE FOR ANY FUTURE DEVELOPMENT OF THE AREA.

EXISTING WOODS:
Planted in tussock land and grass
with many native trees around for
beetle and amenity.
Possible future development as an area
of special botanical interest.

REMARKS:
OVERGROWTH BASE OF THE EXISTING SCOTCH
PINE PLANTS.

Walking Path

TEACH WEAS:
FOR BAPE AND EASY ACCESS TO THE
PROPOSED LAKE.
SUMMIT:

ROADS:
DENY ACCESS ON TRAVEL ROAD TO
A VARIETY OF GRASSED PRAIRIE AREAS.

GRASSED AREAS:
RUNS OPEN GRASSLAND DOWN TO PROPOSED
LAKE TO ALLOW INFORMAL RECREATION
AND PICKNICKING ETC.

CENTRAL URBAN!
CENTRE OF THIS FEATURE
IS A CIRCULAR TABLE.....
DIRECTING PEOPLE AROUND
TO DIFFERENT ASPECTS OF
THE PARK AND OTHER POINTS
OF INTEREST.
COMPLETED OF PAVED AND
PLANTED CENTRAL AREA
AND CIRCULAR PATH TO LOOK
OUT POINTS.

ROAD: TO WHILLOUGHBY ROAD (BLACK FENCE)
TO REMAIN IN EXISTING POSITION BUT
HAVE LEANED ABOUT AND REDESIGN
CONSISTENT PUT WITH SOME ROAD
CONSTRAINTS.

SCULPTURE!
TO REPRESENT NATURE,
THE WISDOM FRONT OF
LONG VIEW DOWN ROAD

KIMURA GARDEN
A RECREATION OF THIS
INTERESTING PIECE
OF WARDEN HORTICULTURE
WILL BE BUILT.

Possible future developments
to link both sides of chain
reaction with a bridge at this
point.

Master Plan

5.5 IMPLEMENTATION

In December 1994, the landscape architect firm 'Earthwork' was engaged to prepare an implementation plan which identified development stages, detailed cost estimates for each stage and design and construction specifications. The Kaiapoi Lakes Park Development Implementation Plan was completed in August 1995 and presented to the 18th March 1996 meeting of the Services Committee. At the meeting the Committee passed the following resolutions:

- (1) That the Kaiapoi Lakes Implementation Plan comprising of ten development stages, with a total budget estimated of \$756,295 over approximately 25 years be approved.
- (2) That the Implementation Plan be amended to provide for planting along the Old Main North Road (black track) to occur as soon as possible.

That it be recommended to the Finance Committee:

- (1) That a Special Fund be established for the development of the Kaiapoi Lakes.
- (2) That the income from the royalties for the sand extraction be allocated to the Special Fund from 1996/97 onwards.
- (3) That the funding for the development of Kaiapoi Lakes be reviewed every five years.

That it be recommended to the Council:

- (1) That \$15,000 of General Funds be allocated to the Kaiapoi Lakes Development Fund per annum as part of the 1996/97 Annual Plan and Budget consideration.

The Finance Committee passed the above relevant recommendations on 25th March and the Council on 2nd April 1996.

The project has been split into ten development stages based on separate areas of the park being developed concurrently (refer to 5.6 Implementation Plan). The anticipated cost of each stage is as follows.

| Stage | Cost of Basic Landscaping | Additional Features |
|--------------|---------------------------|---|
| One | 32,540 | 8,500 - Lookout |
| Two | 45,790 | 59,500 - Toilets, jetty, walkway, bird watching hide |
| Two(a) * | 10,000 | * Planting along boundaries of Black Track (not shown on 5.6 Implementation Plan) |
| Three | 55,100 | |
| Four | 59,965 | |
| Five | 42,380 | |
| Six | 78,600 | |
| Seven | 83,580 | 58,600 - Toilets plus a central koru and walkway |
| Eight | 62,660 | 11,400 - Maori history site |
| Nine | 55,710 | 14,200 - Walkway and jetty |
| Ten | 54,770 | 23,000 - Pedestrian road bridge |
| TOTAL | \$581,095 | \$175,200 |

Winstone Aggregates Ltd are assisting in kind, by reinstating the area in accordance with the Implementation Plan. This involves correct shaping of the lakes and their margins and establishment of correct ground levels as they work through the site. This work is considered part of their commitment under the terms of their lease to reinstate the site.

The value of this work has not been included in the above cost estimates.

It is expected that the project will be funded by extraction Royalties, Development Impact Levies and Rates. Some assistance may be available from charitable organisations such as the Lottery Grants Board and Trust Bank Canterbury.

Community organisations, school groups, user groups etc. may also be prepared to contribute to the development of some of the features and facilities to be provided at the lakes.

The Canterbury Float Fishing Club has expressed willingness to help implement certain aspects of the concept plan. The Canterbury Ornithological Society has also advised the Council that it is happy to provide ornithological information or advice when/if required.

Funding for Stage 1 was set aside in the Council's 1995/96 budget. This work has been completed apart from the lookout (an additional feature) and the access road which has been deferred until a decision has been made about the transfer station. The Kaiapoi Borough, Kaiapoi North, St Patricks and Woodend Schools assisted with planting the Stage 1 area.



STAGE TWO: SEE THE IMPLEMENTATION GUIDE.

- 1. PLANTING: SEE PLANTING REFERENCE PLAN.
- 2. INSTALL 2 RUBBERBINS & 2 POMIC TABLES. (GENERAL SPEC.)
- 3. TOILETS TO BE DESIGNED.
- 4. ACCESS ROAD & CAR PARK: EXCAVATE AND RETAIN CAR PARK. CUT, BANK AND FINISH ACCESS ROAD AND CAR PARK (GENERAL SPEC.)
- 5. ADJUST FENCE AS NECESSARY. CHANGE ROAD AS NECESSARY. (BY COUNCIL EROSION UNIT).
- 6. SIGNS: 2x ROAD SIGN (A) (GENERAL SPEC.) 2x INFO BOARD (GENERAL SPEC.)
- 7. TOPSOIL WITH HANDRAIL (GENERAL SPEC.)
- 8. BUSH WHITING HIDE (TO BE DETAILED)
- 9. RAISED WALKWAY AND JETTY.
- 10. JACHT CRANE STONE (TO BE DESIGNED)

STAGE TEN: SEE THE IMPLEMENTATION GUIDE.

- 1. PATH MOVEMENT: RELOCATE WOUNDS AS PER EARTHWORKS PLAN.
- 2. GROUND PREPARATION: EARTHWORKS PLAN CLASSIFIES AREAS. SECTION 12 OF SPECIFICATION DESCRIBES REQUIRED ACTION.
- 3. PLANTING & GRASS: SEE PLANTING REFERENCE PLAN.
- 4. FOOTPATH: GENERAL SPEC.
- 5. SIGNS: GENERAL SPEC (2)
- 6. RUBBERBINS: GENERAL SPEC (1)
- 7. POMIC TABLES: TO BE DETAILED
- 8. ROAD: ASH/STRAWN/ROCK AND GRIPWASH SURFACE (ROADS UNIT)

STAGE NINE: SEE THE IMPLEMENTATION GUIDE.

- 1. GROUND PREPARATION: EARTHWORKS PLAN CLASSIFIES AREAS. SECTION 12 OF SPECIFICATION DESCRIBES REQUIRED ACTION.
- 2. PLANTING & GRASS: SEE PLANTING REFERENCE PLAN.
- 3. FOOTPATH: GENERAL SPEC.
- 4. SEATS: GENERAL SPEC (3)
- 5. SIGNS: GENERAL SPEC (4)
- 6. RUBBERBINS: GENERAL SPEC (3)
- 7. JETTY: TO BE DETAILED
- 8. RAISED WALKWAY GENERAL SPEC.

STAGE EIGHT: SEE THE IMPLEMENTATION GUIDE.

- 1. GROUND PREPARATION: EARTHWORKS PLAN CLASSIFIES AREAS. SECTION 12 OF SPECIFICATION DESCRIBES REQUIRED ACTION.
- 2. PLANTING & GRASS: SEE PLANTING REFERENCE PLAN.
- 3. FOOTPATH: GENERAL SPEC.
- 4. FURNITURE: 1 SEAT, 3 SIGNS.
- 5. RUBBERBIN BINS (GEN. SPEC.)
- 6. FENCE: FENCE TO BE DETAILED
- 7. KUMUWAKA GARDEN: TO BE DETAILED
- 8. WAOXI HISTORY SITE: TO BE DETAILED

STAGE ONE: SEE THE IMPLEMENTATION GUIDE.

- 1. MOW TOP OF WOUND TO ASSESS CONDITION (COUNCIL)
- 2. MOUNDING: FORM PROPOSED CONTOURS FROM ON SITE SOIL AND OTHER AVAILABLE
- 3. PROPOSE ACCESS ROAD & PARTIAL CUT: TO EXISTING ROAD TO BE CUT, STAINED AND BASED ONLY (BY ESSENTIAL SERVICES UNIT)
- 4. PLANTING: SEE PLANTING REFERENCE PLAN
- 5. GRASS: REBORN WHERES REQUIRED
- 6. ROAD AND CAR PARK: FINISH ROAD FOOTPATH AS ABOVE, CUT, BANK AND FINISH CAR PARK AND FOOTPATH FROM CAR PARK TO LAKE (GENERAL SPEC.)
- 7. FURNITURE: 2 RUBBERBIN BINS, 1 SEAT, 2 POMIC TABLES. 3 SIGNS (GENERAL SPEC.)

STAGE SEVEN: SEE THE IMPLEMENTATION GUIDE.

- 1. GROUND PREPARATION: EARTHWORKS PLAN CLASSIFIES AREAS. SECTION 12 OF SPECIFICATION DESCRIBES REQUIRED ACTION.
- 2. PLANTING & GRASS: SEE PLANTING REFERENCE PLAN.
- 3. ACCESS ROAD & CAR PARK: GENERAL SPEC.
- 4. VEHICLE BARBERS: GENERAL SPEC.
- 5. PICNIC TABLES: GENERAL SPEC.
- 6. RUBBERBIN BINS: GENERAL SPEC.
- 7. TOILETS: TO BE DESIGNED.
- 8. COUNTRY KOKU: TO BE DETAILED
- 9. SIGNS: GENERAL SPEC.
- 10. RAISED WALKWAY: GENERAL SPEC.

STAGE SIX: SEE THE IMPLEMENTATION GUIDE.

- 1. GROUND PREPARATION: EARTHWORKS PLAN FOR CLASSIFICATION OF AREAS. SEE SECTION 12 OF SPECIFICATION FOR REQUIRED ACTION.
- 2. PLANTING: SEE PLANTING REFERENCE PLAN.
- 3. PLANTING REFERENCE PLAN
- 4. ROAD: GENERAL SPEC.
- 5. FOOTPATH: GENERAL SPEC.
- 6. SIGNS: GENERAL SPEC.
- 7. INFO BOARD.
- 8. PICNIC TABLES: GENERAL SPEC.

STAGE THREE: SEE THE IMPLEMENTATION GUIDE.

- 1. EXCAVATE WOUND, IMPROVING AND CARRYING OF WOUND, IMPROVING AND CARRYING OF TOP SOIL TO BE COMPLETED BY ESSENTIAL SERVICES UNIT.
- 2. GRASS: SOUND OF WOUND TO BE COMPLETED BY ESSENTIAL SERVICES UNIT.
- 3. GROUND PREPARATION: SEE PLANTING REFERENCE PLAN.
- 4. PLANTING: SEE PLANTING REFERENCE PLAN.
- 5. GRASS: SEE PLANTING REFERENCE PLAN.
- 6. FOOTPATHS: GENERAL SPEC.
- 7. SIGNS: GENERAL SPEC.
- 8. INFO BOARD (GENERAL SPEC.)

STAGE FOUR: SEE THE IMPLEMENTATION GUIDE.

- 1. WOUND: SCULPT AVAILABLE TOP SOIL TO REQUIRED COMPTONS
- 2. GROUND PREPARATION: FOR AREA AROUND WOUND SEE PLANTING REFERENCE PLAN
- 3. PLANTING: SEE PLANTING REFERENCE PLAN
- 4. SIGNS: GENERAL SPEC.
- 5. FOOTPATHS: GENERAL SPEC.
- 6. RUBBERBIN BINS (GENERAL SPEC.)

STAGE FIVE: SEE THE IMPLEMENTATION GUIDE.

- 1. EXCAVATE WOUND, AS PER EARTHWORKS PLAN.
- 2. GROUND PREPARATION: EARTHWORKS PLAN CLASSIFIES AREAS. SECTION 12 OF SPECIFICATION DESCRIBES REQUIRED ACTION.
- 3. PLANTING: SEE PLANTING REFERENCE PLAN
- 4. GRASS: SEE PLANTING REFERENCE PLAN
- 5. FOOTPATH: GENERAL SPEC.
- 6. FURNITURE: 3 SIGNS, 2 SEATS (GENERAL SPEC.)
- 7. FENCE: ADJUST AS NECESSARY ON MAIN NORTH END

Implementation Plan

Notes: DO NOT SCALE FROM THIS DRAWING. THE DETAIL AND SET OUT WILL BE SHOWN ON DETAIL PLANS FOR EACH SPACE.

SEE IMPLEMENTATION GUIDE FOR APPROXIMATE QUANTITIES AND SEE SPECIFICATION FOR FURTHER CONSTRUCTION DETAIL.

Kaia Poi Lakes Park Development



5.7 FUTURE USE

- It is expected that the Canterbury Ornithological Society will continue to have a keen interest in Kaiapoi Lakes. With the new lakes providing additional habitats for birds, the development of a hide/information boards and the clear designation of the east and south sides of the existing lake as a bird haven, a number of residents and visitors interested in bird watching could be attracted to the site.
- The North Canterbury Fish and Game Council has identified a growing interest in the sport of coarse fishing. Designating the north-western most lake primarily for coarse fishing will extend the opportunity available to people interested in fishing as will the development of jetties and areas which provide good access to the margins of the lakes. It is expected that the Canterbury Float fishing Club will continue to be based at Kaiapoi Lakes.
- It is anticipated that sand extraction of the western area will continue for another 10-12 years at current extraction rates. This will require an extension of Winstone Aggregates Ltd's lease.
- Continuing to renew the eel farming lease to a private individual on an annual basis is not considered to be a problem at this stage.
- The Waimakariri District Council had planned to locate a transfer station at the Kaiapoi Refuse Centre site. However, a change in planning has occurred and it now appears unlikely that this will go ahead. The Council may like to retain this option for the future or it may choose to fill the site. If the latter option is chosen, the Refuse Centre is likely to be closed within the next 5 years. Once filled, the site could be available for active recreation pursuits such as mountain bike riding, BMX etc. The site has also been identified in the Council's draft Dog Policy as a possible dog exercise area.
- It is anticipated that the developments proposed for the reserve will attract a large number of local residents and visitors to the area for casual recreation pursuits such as picnicking, play, walking, canoeing etc.
- The reserve could also attract visits from school groups, university classes, conservation and historically orientated organisations because of the type of planting and historical developments proposed.
- Although the lakes are not currently used for model yachting, this activity has been popular in the past. It is considered that the lakes are appropriate for this type of activity should the demand arise.
- Swimming in the lakes will not be permitted due to the poor water quality.
- Activities such as model power boats, jet skiing etc. which are likely to disturb the peaceful environment at the lakes are not thought to be compatible with existing and proposed uses.

(Refer to 5.8 Plan of Proposed Uses for site details of proposed uses.)

5.8 PLAN OF PROPOSED USES

AN EXISTING REFUSE MOUND TO BE DEVELOPED AS A PICNIC AREA WITH AN EMPHASIS ON THE VIEWS AFFORDED BY THE ELEVATED POSITION. PARK A ACCESS BY ROAD TO CAR. A ROOTED LOOKOUT WILL ALSO BE BUILT

THE EXISTING BED WADEN IS TO BE BETTER
DEFINED AND PROTECTED ON THE EAST AND
SOUTH OF THE SOUTHERN LAKE.
MILWAUKEE ACCESS TO THE
LAKE VIA THE CITY AND WILL BENEFIT FROM
THE WALKWAY AND LOOK OUT WITH HANDRAIL.
FLOAT FISHING WILL HAVE IMPROVED ACCESS
TO THE WESTERN SIDE OF BOTH LAKES AND
THE CASEWAY.
THE CASE FLY AT THE NORTH END BEDROCKS
PARKING FOR ALL.

CROSS COUNTRY TRACK DEVELOPED FOR MOUNTAIN BIKE OF SIMILAR. CONSTRUCTION AND FINAL DETAIL DESIGN OF THIS AREA MAY BE IN ASSOCIATION WITH LOCAL INTERESTED GROUPS.

PATHS AROUND THIS AREA OF GRASSLAND. CHANGES AND FOREST ALONG VARIED WIND-CLIMATES FOR INTERESTING INDIGENOUS PLANTING. THIS COULD BE DEVELOPED INTO ASSOCIATION WITH LOCAL NATIVE GROUPS.

FOOTPATH WITH SEATS AND VARIOUS LOOK-OUT POINTS ALLOW DIFFERENT VIEWS OF VARIOUS PLANT COMMUNITIES AND A VARIETY OF VANTAGE POINTS OVER THE PROPOSED LAKE.

ASPECTS OF LARGE GRASSLAND AREAS FRONTING THE LAKE SEPARATED BY VARIOUS NATIVE PLANTING. THESE PROVIDE IDEAL AREAS FOR PICTURING AND LARGE GAME ACTIVITIES. ACCESSIBLE BY GRANVILLE ROAD WITH A CAR PARK. THERE ARE ALSO FOOTPATHS AND BOARDWALKS THROUGH THE PLANTING.

TWO SWAMP AREAS AT SOUTH AND WEST OF PROPOSED LAKE WILL PROVIDE IDEAL BIRD NESTING.

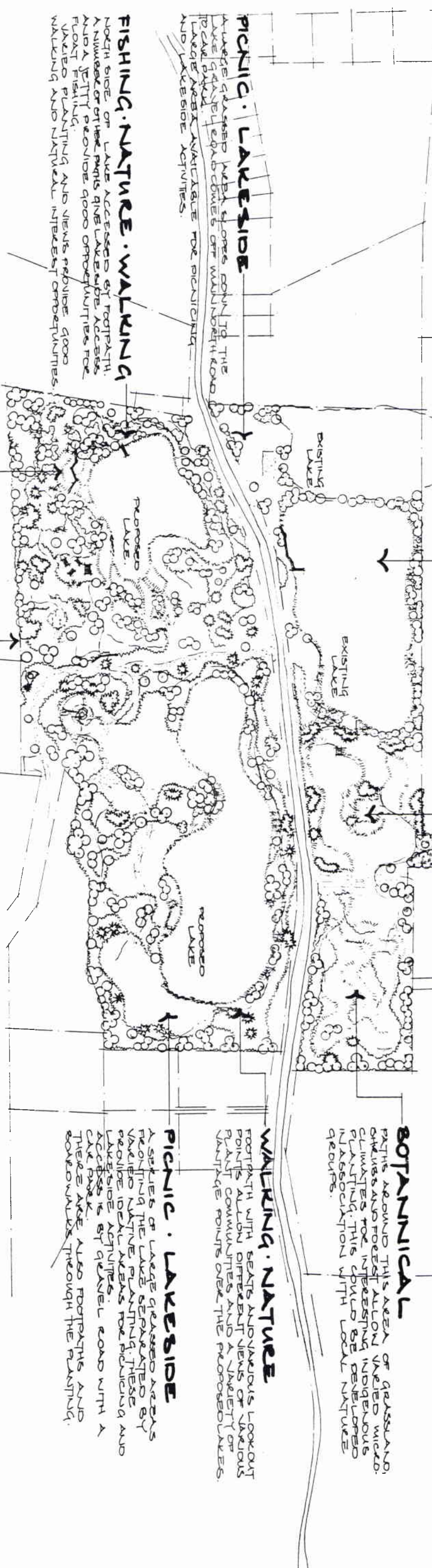
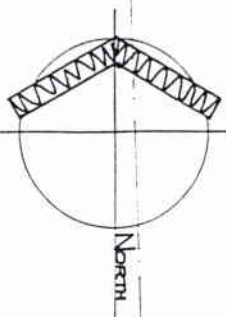
central green sculpture, historic area and natural green provide illustrations and examples of history and culture. This will be further highlighted by walkways with information boards. The development of this area will require the direct input of the naturalists running it, as well as local history groups where appropriate.

Proposed Uses

1:2000

Aug '95

8



5.9 ANTICIPATED CONFLICTS OF USE

Refuse Centre/Recreation Area

When the Refuse Centre is closed down this conflict will be eliminated.

Coarse Fishing/Bird Sanctuary

Although the numbers involved in these activities is likely to increase, this potential conflict should be reduced through the clear designation of specific areas for different activities. The amount of space available for coarse fishing and bird habitats will have also been increased.

Quarrying/Disturbance of Archaeological Sites

This is likely to be an ongoing conflict until quarrying stops as there appears to be no controls in place to protect archaeological sites from being destroyed.

Reserve Development/Disturbance of Archaeological Sites

The possibility that other archaeological sites could lie beneath the sand surface should be borne in mind during any earthmoving that is required to implement the concept plan. The recorded archaeological site located at Kaiapoi Lakes is not able to be disturbed in any way unless permission is first obtained from the Historic Places Trust.

The layout of the site has been carefully designed to minimise future conflicts in use. Active pursuits have been separated from activities of a quieter nature and conflicting uses have been designated their own areas.

5.10 ANTICIPATED IMPACT ON NEIGHBOURHOOD

- There is likely to be increased traffic levels on the Main North Road particularly during the weekends.
- It is anticipated that many Christchurch residents will visit Kaiapoi Lakes and this is likely to increase the traffic through Kaiapoi's main centre.
- Shops in Kaiapoi such as dairies, fast food outlets and service stations could benefit from purchases made by visitors to the area.
- People living in the neighbourhood could benefit from having additional recreation opportunities provided nearby.
- Those residents currently disturbed by the sand extraction operation will experience less nuisance from dust, machinery noise etc. once the park is developed. However, the noise made by park users and the traffic associated with their use could be disturbing if the park becomes very popular.

5.11 FUTURE RESERVE SIGNIFICANCE

Once developed the area will be one of the largest developed recreation reserves in the Waimakariri District. The reserve also has the potential to be of regional significance because of its size, its close location to Christchurch, its unique birdlife, the coarse fishing and other recreation opportunities provided by the lakes and its extensive historical Maori and European links.

5.12 FUTURE MANAGEMENT CONSIDERATIONS/ISSUES

Reserve Maintenance

It is anticipated that the Kaiapoi Lakes will cost approximately \$50,000 per annum to maintain once the area is fully developed. Until recently the current maintenance budget has been in the vicinity of \$3,000 per annum. The 1996/97 budget was increased to \$6,000. A significant increase will be required in the Council's reserve budget in the future to meet this increased cost.

Safety of Reserve Users

Parts of the lakes are very deep and the lake margins are unstable in places. A hazard is likely to exist for reserve users not confining themselves to the safe access areas to be provided.

As it is not feasible or desirable to fence the lakes off, reserve users need to be made aware via signs, information leaflets etc that the reserve is a natural area that contains hazards.

Environmental Quality

There is a possibility that toxic gases will be emitted from the closed refuse centre and/or waste matter leach into the lake. This situation will need to be closely monitored.

Development of Neighbouring Property

Additional land on the north-east and eastern boundaries of Kaiapoi Lakes has been designated proposed Recreation Reserve in the District Plan. The Council will need to take steps to uplift this designation.

As the land is likely to be developed for residential purposes in the future, the Council will need to ensure this development does not have an adverse effect on Kaiapoi Lakes.

Transfer Station

Additional reserve land will be available at Kaiapoi Lakes if the transfer station is not built. Further design work will need to be done for this area once a decision is made.

Reserve Designation

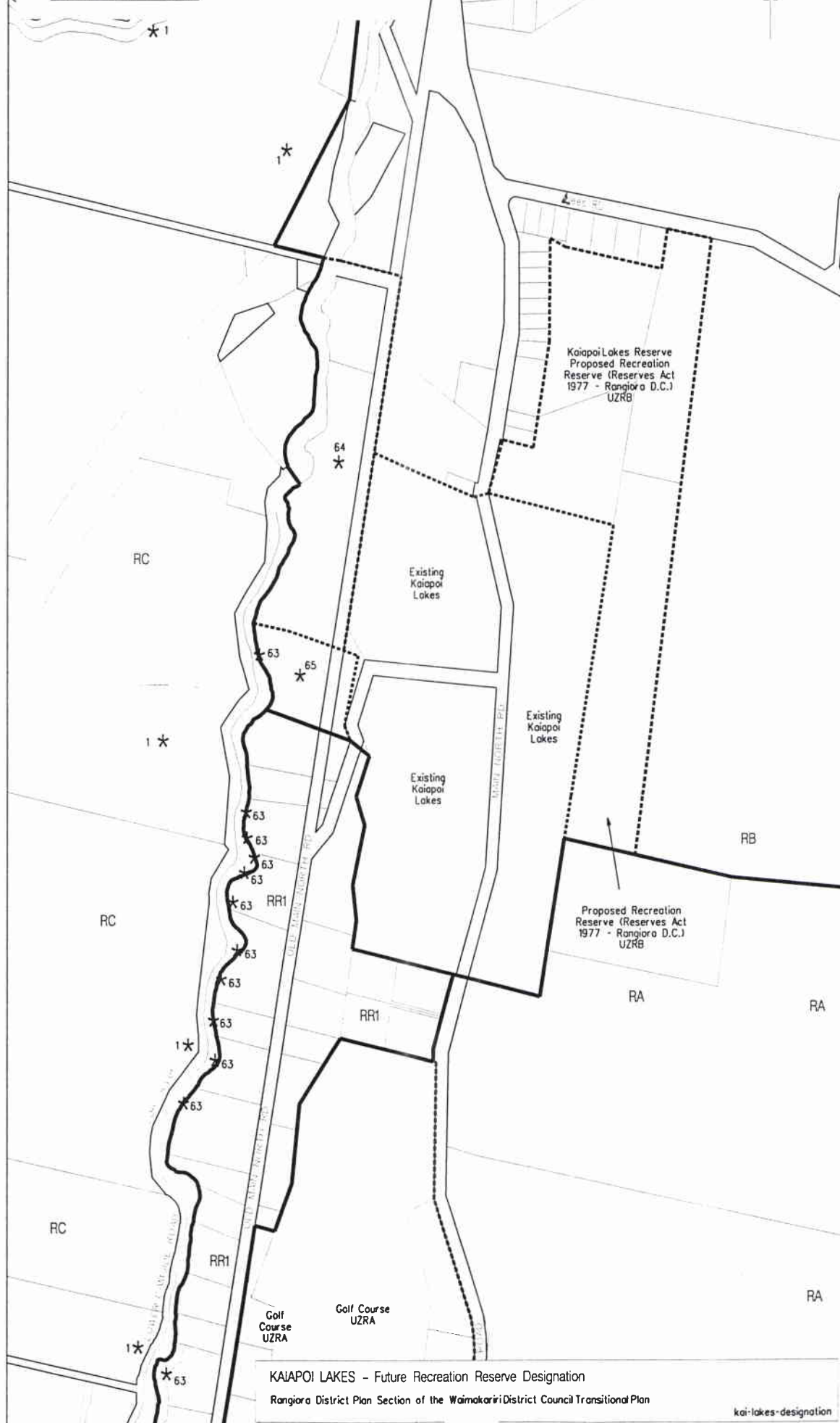
Kaiapoi Lakes is not currently subject to the Reserves Act 1977. Consideration should be given to having the reserve designated Recreation Reserve under the Act given the level of development proposed.

6. APPENDICES

APPENDIX 6.2

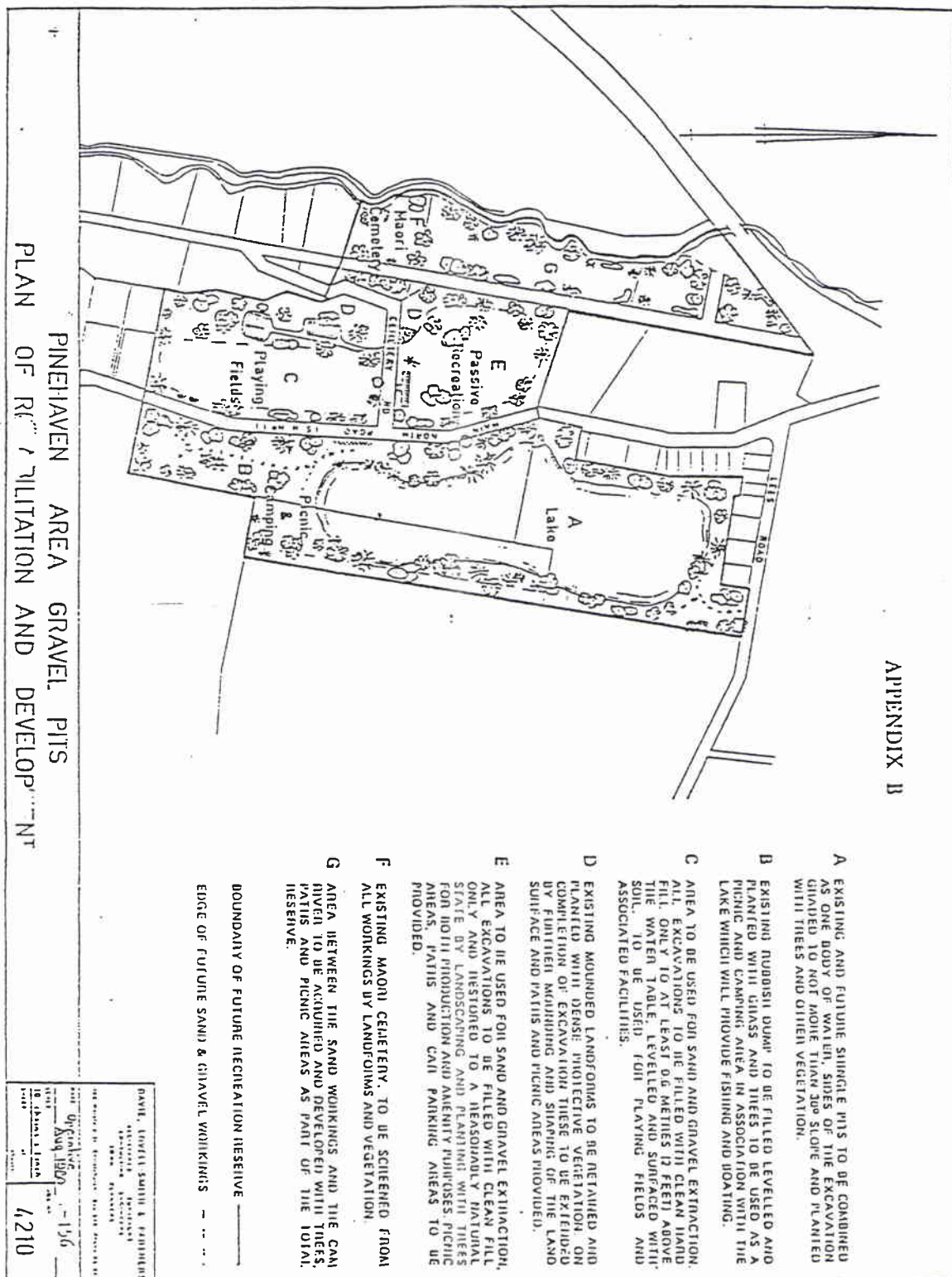
RESERVE DESIGNATION MAP DISTRICT PLAN

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**KAIAPOI LAKES REHABILITATION
MAP IN DISTRICT PLAN**

**APPENDIX B
PINEHAVEN AREA GRAVEL PITS
PLAN OF REHABILITATION AND DEVELOPMENT**



WAIMAKARIRI DISTRICT COUNCIL**REPORT OR DECISION****FILE NO and TRIM NO:** GOV-26-08-06 / 250822155526**REPORT TO:** KAIAPOI-TUAHIWI COMMUNITY BOARD**DATE OF MEETING:** 15 September 2025**AUTHOR(S):** Kay Rabe, Governance Advisor**SUBJECT:** Applications to the Kaiapoi-Tuahiwi Community Board's 2025/26 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 two applications for funding received from:

| Name of Organisation | Purpose | Amount requested (excluding GST) | Does the application comply with the Discretionary Grant Fund Criteria? |
|-----------------------|------------------------------------|----------------------------------|---|
| Menz Shed Kaiapoi Inc | Towards hosting a Teddy Bear Hunt" | \$650 | The application complies with the criteria |
| The Chris Ruth Centre | Towards the purchase of blinds | \$735 | The application partially complies with the criteria |
| Total: | | \$1,385 | |

Attachments:

- i. Application from the MenzShed Kaiapoi Inc (Trim Ref: 250813149048).
- ii. Application from the Chris Ruth Centre (Trim Ref: 250822155737).
- iii. The spreadsheet shows the grants for the previous two years.
- iv. Board funding criteria for the 2025/26 financial year. (Trim Ref: 210603089725)

2. RECOMMENDATION**THAT** the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** report No. 250822155526.
- (b) **Approves** a grant of \$..... to the Menz Shed Kaiapoi Inc. towards hosting its inaugural Teddy Bear Hunt.
OR
- (c) **Declines** the application from the Menz Shed Kaiapoi Inc.
- (d) **Approves** a grant of \$..... to the Chris Ruth Centre towards the purchase of blinds for the centre.
OR
- (e) **Declines** the application from the Chris Ruth Centre.

3. **BACKGROUND**

- 3.1 The ***Menz Shed Kaiapoi Inc.*** is seeking funding towards hosting its inaugural Teddy Bear Hunt during the first week of the September school holidays.
- 3.2 The ***Chris Ruth Centre*** is seeking funding towards purchasing blinds for its new facility in Kaiapoi.
- 3.3 The current balance of the Kaiapoi-Tuahiwi Community Board's 2025/26 Discretionary Grant fund is \$8,309.

4. **ISSUES AND OPTIONS**

Menzshed Kaiapoi Inc (the Shed)

4.1 Information provided by the Shed:

- 4.1.1 Menz Sheds New Zealand was established in 2013, with Kaiapoi becoming a member in 2014. A Menz Shed, is referred to as a group of men gathering in one community space to share their skills, have a laugh, and work on practical projects, either individually (personal projects) or as a group on community projects. The Kaiapoi Shed currently has 51 active members.
- 4.1.2 The Shed will be hosting its inaugural Teddy Bear Hunt in the first week of the September 2025 school holidays. Children and families will be hunting for "Kaiapoi Ted's" in various shops and facilities in the Kaiapoi area. Participants will be expected to solve clues while exploring Kaiapoi and getting to know the area. It is anticipated that hiding the Bears in local establishments will heighten the visibility of the businesses and encourage more visitors to the Kaiapoi area. The benefit will extend to children and their families, giving them a fun experience during the holidays.
- 4.1.3 The Prizegiving for the Teddy Bear Hunt will be hosted at the Kaiapoi Promotions Teddy Bears Picnic event, also to be held during the school holidays. It is expected that most participants will be from the Kaiapoi area, and the event will involve the entire community.
- 4.1.4 The Shed currently has approximately 50 bears donated by 'Repurpose Pals' to support this initiative. There will also be a \$5 entry fee per family, which will go towards the Menz Shed Relocation Fund. However, the Shed is requesting financial assistance for the promotion of the event and to purchase Menz Shed Polo shirts, which will be sold via the Shed's Facebook page or at future events.
- 4.1.5 The above initiatives to promote the Shed are expected to cost approximately \$650, and if this application is unsuccessful, the event would still go ahead; however, it would have a negative impact on the Shed's fundraising for its relocation. No other funding has been sought for the event. This is the first time the Shed has applied for funding independently. Recently, the Shed applied in partnership with the Silverstream Volunteer Group for a bench in the Silverstream Reserve.

4.2 Council Evaluation:

- 4.2.1 The application complies with the Board's Discretionary Grant Application Criteria, as it is from a non-profit organisation, and the funding requested of \$650 complies with the Board's general limit of \$750 per financial year. It is also estimated that most of the beneficiaries will be from the Kaiapoi-Tuahiwi Ward.
- 4.2.2 This is the first time the Shed has applied for funding independently. However, in July 2025, the Shed, in partnership with the Silverstream Volunteer Group, was granted \$740 for a bench in the Silverstream reserve. However, a group may apply twice a year, provided the applications are for different projects.

The Chris Ruth Centre (the Centre)

4.3 Information provided by the Centre

- 4.3.1 The Centre provides high-quality, holistic and individualised care for individuals aged over 18 with complex needs in the Christchurch, Ashburton and Waimakariri regions. It provides a supportive and positive environment where clients can thrive, ensuring they feel valued and have a reason to get up each morning. The Centre also provides a School Transitioning Program and fosters relationships with the local high schools and other community organisations to provide the next step for individuals after high school. The Centre is a lifeline for families, offering daily respite care and providing clients with the opportunity to join a space that is uniquely theirs, complete with the necessary equipment, activities, and social connections to ensure an enjoyable and exciting day.
- 4.3.2 In 2013, the Centre opened a facility in Kaiapoi to cater to the growing need for its services within the Waimakariri District and in 2017, the Centre moved into the permanent site on Tunas Street. Due to the growth in the number of people seeking assistance, the Centre redeveloped the Kaiapoi premises in 2023/24, adding a new building.
- 4.3.3 The Centre is requesting funding to purchase blinds for the south side of the building, which faces the motorway, for privacy, noise reduction and security for the people at the Centre. The blinds are also expected to reduce external stimuli, which can overwhelm some of the residents, and provide a calm space for them to enjoy. At least half of the people being supported by the Centre are from the Kaiapoi-Tuahiwi area. All the people the centre supports are adults with disabilities.
- 4.3.4 The project is anticipated to cost approximately \$735 and will directly benefit 39 residents at the Centre; however, staff and carers would also benefit from this initiative. Currently, no other fundraising efforts have been undertaken, and no additional sources of funding have been explored. If this application is unsuccessful, the project will continue; however, alternative sources of funding will need to be found, which could result in delays.

4.4 Council Evaluation:

- 4.4.1 The application complies with the Board's Discretionary Grant Application Criteria, as it is from a non-profit organisation, and the funding requested of \$735 complies with the Board's general limit of \$750 per financial year.
- 4.4.2 However, the Board's Discretionary Grant Application Criteria also states that the grant funding is limited to projects primarily within the Board area or benefiting the residents of the area. It should be noted that only 50% of the people attending the Centre are from the Kaiapoi-Tuahiwi area.
- 4.2.3 The Centre successfully applied for a \$500 grant from the Board in March 2025 towards the installation of a shade sail for their outside area. The Accountability Form has been received.

4.5 The Board may approve or decline grants in accordance with the grant guidelines.

4.6 The current balance of the Board's 2025/26 Discretionary Grant Fund is \$8,309. If both applications are granted, the Board will have \$7,659 remaining for the rest of the financial year.

4.7 Implications for Community Wellbeing

There are social and environmental benefits for the community, as community events encourage family and community participation, which reduces isolation and is beneficial to overall wellbeing. Also, the Centre supports some of society's most vulnerable.

4.8 The Management Team has reviewed this report.

5. **COMMUNITY VIEWS**

5.1 **Mana Whenua**

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

5.2 **Groups and Organisations**

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

5.3 **Wider Community**

The wider community will likely be affected by or interested in the report's subject, as community events provide an opportunity for social interaction, improve mental wellbeing, and add to people's self-confidence.

6. **OTHER IMPLICATIONS AND RISK MANAGEMENT**

6.1 **Financial Implications**

6.1.1 The 2025-26 Annual Plan includes a budget provision of \$8,790 for the Kaiapoi-Tuahiwi Community Board to approve grants to community groups for the 2025/26 financial year (July 2025 to June 2026). A carryover of the 2024/25 financial year amounted to \$1,259, thereby bringing the 2025/26 Discretionary Grant Fund to a balance of \$10,049.

6.1.2 The current balance of the Kaiapoi-Tuahiwi Community Board's 2025/26 Discretionary Grant Fund is \$8,309. If the applications are granted, the Board will have \$6,924 remaining for the remainder of the financial year.

6.1.3 The application criteria specify that grants are customarily limited to \$750 per application, with a maximum of \$1,000 in any financial year (July to June). However, groups can apply twice a year, provided the applications are for different projects. Where applicable, GST values are calculated and added to appropriately registered groups if the 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 associated with the adoption and implementation of the recommendations in this report.

6.4 **Health and Safety**

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

7. **CONTEXT**

7.1 **Consistency with Policy**

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

7.2 **Authorising Legislation**

Not applicable.

7.3 **Consistency with Community Outcomes**

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

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. and authority to approve Discretionary Grant Funding.

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. This information is required within 10 days of the Board decision.
- On receipt of this information payment will be processed to your organisation's bank account.

Groups applying for Board Discretionary Grants 2024/2025

Name of group: MENZ SHED OF KAIAPOI INC

Address: [REDACTED]

Contact person within organisation: [REDACTED]

Position within organisation: Secretary

Contact phone number: [REDACTED]

Email: [REDACTED]

Describe your project or event and what the grant funding will specifically be used for. (Use additional pages if needed)

The first event will be a "teddy bear" hunt during the first week of the school holidays using the shops and facilities of the Kaiapoi area. Children & families will be hunting for "Kaiapoi Ted's" family, using a list of clues. We have around 50 bears donated by RePurpose Pals. * (see attached sheet)

What is the timeframe of the project/event date? 20th - 27th September

Overall cost of project/event: 165.65 Publicity Amount requested: \$649.57
483.92 Polo shirts

How many people will directly benefit from this project? 58 - Menz Shed Membership

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

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

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

Oxford-Ohoka _____% Rangiora-Ashley _____% Woodend-Sefton _____% Kaiapoi-Tuahiwi 30 %

Other (please specify): * Difficult to estimate

the idea of locating them²⁴³ in the businesses & other facilities around Kaiapoi will bring benefits to the businesses, making people away of what the town has to offer.

The Menz Shed relocation fund will benefit from the \$5 joining fee.

The prize giving will hopefully be at the Kaiapoi Promotions Teddy Bears Picnic Event the first weekend of the school holidays 27/28 September

The second quote is for Menz Shed Polo Shirts. The men at the Shed do wear them, and they purchase them.

I would like to try & sell some in the community to promote the Menz Shed, ideally through the Menz Shed Facebook page, but also at any future events we have planned.

Financial Information

I have included an upto date bank statement and financial records dated 03/07/2025.

Whilst our accounts are very healthy please be aware that the majority of the balance is our contribution towards our Lottery Community Facilities Fund Application which has been submitted to enable the construction of the first new building

What are the direct benefit(s) to the participants? 244

The children will use logic to work out the clues, they will also have the benefit of walking around the area & getting to know the Kaiapoi area and its facilities.

What is the benefit(s) to your organisation?

Visibility of the Menz Shed in the area and a contribution to our relocation funds.

What are the benefits, economic or otherwise, to the Kaiapoi-Tuahiwi community or wider district?

Economic benefits - to the local businesses, bears will be placed in the businesses, which will encourage the participants to discover, browse and buy.

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

If yes, name of parent group: _____

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

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

We have not applied to any other organisation for funding.

What other Council funding sources have you applied to, or intend to apply to for funding this project and the amount applied for i.e other Community Boards, Annual or Long Term Plan, Community Grants and Enterprise North Canterbury.

We have not applied to any other funding sources.

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

If yes, please supply details:

If this application is declined, will this event/project still occur? ²⁴⁵ ☒ Yes ☐ No

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

- Enclosed ☒ Financial Information (*compulsory – your application cannot be processed without financial statements*)
- ☒ Bank Statement (*Bank Statements will remain confidential*)
- ☒ Supporting costs, quotes or event budgets
- ☐ Other supporting information

- ☒ I am authorised to sign on behalf of the group/organisation making this application.
- ☒ I declare that all details contained in this application form are true and correct to the best of my knowledge.
- ☐ I accept that successful applicants will be required to report back to the Community Board by completing an Accountability Report.
- ☒ I accept that information provided in this application may be used in an official Council report available to the public.

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

Signed:  _____ Date: 08/08/2025



Paper Plus Kaiapoi

188 Williams St

Kaiapoi 7630

P: 03 662 9066

E: kaiapoi@paperplus.co.nz

PRINTING SERVICES

Quotation prepared for: Angela Breward, Menz Shed

Prepared by HK

Prices GST inclusive

| Size | Colour | Weight | Description | | Quantity | Subtotal |
|------|---------------|--------|--------------------|--------------|--------------|-----------------|
| A4 | Colour | 300gsm | Posters | Single sided | 20 | \$51.40 |
| A5 | Colour | 300gsm | Flyers | Single sided | 50 | \$64.25 |
| A4 | Black & White | 80gsm | Registration Forms | Single sided | 100 | \$25.00 |
| A4 | Black & White | 80gsm | Clue Forms | Single sided | 100 | \$25.00 |
| | | | | | TOTAL | \$165.65 |



DRAFT QUOTE

Menz Shed of Kaiapoi
Attention: Frank

| | |
|----------------------------------|--|
| Date 26 Jun 2025 | Kaiapoi Monograms (2004) Limited |
| Quote Number QU-4101 | 55 Hilton Street PO Box 343 |
| GST Number 087-348-016 | Kaiapoi Ph/Fax 03-327-7058 kaiapoimonograms@xtra.co. nz www.monograms.net.nz |

| Description | Quantity | Unit Price | Amount NZD |
|--------------------------------|----------|------------|------------|
| To supply Crew Classic Polo FB | 16.00 | 16.30 | 260.80 |
| To sew on pockets | 16.00 | 5.00 | 80.00 |
| To monogram Menz Shed kaiapoi | 16.00 | 5.00 | 80.00 |
| Subtotal | | | 420.80 |
| TOTAL GST 15% | | | 63.12 |
| TOTAL NZD | | | 483.92 |



Account Balances

This is a summary of accounts. Click any Account Name to see its transaction list.



Menz Shed of Kaipoi Trust

Accounts

| Account Name | Account Number | Current Balance | Money Available | Limit |
|---|----------------|-----------------|-----------------|-----------|
| Non Profit Organisation | | \$1,168.95 CR | \$1,168.95 CR | \$0.00 CR |
| Non Profit Organisation | | \$35,001.48 CR | \$35,001.48 CR | \$0.00 CR |
| Non Profit Organisation | | \$58,056.78 CR | \$58,056.78 CR | \$0.00 CR |



Not sure which account is which? Add your own [online nicknames](#) to help you tell them apart.

Need to update your users, or access other accounts? [Click here](#) for our forms and more information.

Business Online Helpdesk 0800 337 522

Menz Shed of Kaiapoi Inc

Statement of Cash Flows for the 2024/2025 financial year

03/07/25

| | This Year | Last Year |
|--|--------------------|--------------------|
| | 03/07/25 | 4/08/2024 |
| Cash Book | | |
| Total Cash Receipts | \$11,283.00 | \$8,509.40 |
| Total Cash Deposits | \$11,228.00 | \$8,490.00 |
| Cash Not Deposited | \$55.00 | \$19.40 |
| Other income received | 03/07/25 | 4/08/2024 |
| Interest on Bank Account 001 | \$112.79 | \$255.13 |
| Subscriptions | \$1,580.00 | \$2,120.00 |
| Donations - Act 000 | \$25,532.00 | \$3,821.00 |
| Grants - Act 002 | \$16,000.00 | \$2,000.00 |
| Members Dinner | \$0.00 | \$0.00 |
| Credit for returned purchases | \$0.00 | \$40.00 |
| Fundraising, product sold | \$3,411.47 | \$2,729.00 |
| Receipts for projects & services | \$27,908.76 | \$26,884.97 |
| Member's jobs & purchases | \$278.15 | \$466.96 |
| Other Income (surplus tools) | \$879.50 | \$105.00 |
| Total Income | \$75,702.67 | \$38,721.31 |
| Operating Cash Applied | | |
| Withholding tax on interest | \$0.00 | \$24.83 |
| Fees | \$76.11 | \$25.00 |
| Transfer to 01 account | \$8,700.00 | \$4,000.00 |
| Transfer to 02 account | \$46,593.25 | |
| Donations | \$500.00 | |
| Supplier statements | \$17,206.50 | \$19,292.39 |
| Refund member's purchases | \$8,619.73 | \$10,192.57 |
| Total Operating Cash Applied | \$81,695.59 | \$33,534.79 |
| Operating Cash Flow Surplus/Deficit | -\$5,992.92 | \$5,186.52 |

Deficit because of large transfer to 001 account

Menz Shed of Kaiapoi Inc

Statement of Cash Flows for the 2024/2025 financial year

03/07/25

| Operating Income Applied | This Year 03/07/25 | Last Year 4/08/2024 |
|---------------------------------------|-------------------------------|--------------------------------|
| Jobs & Projects | \$10,300.41 | \$13,169.62 |
| Building | \$6,370.64 | \$5,120.00 |
| New plant & tools | \$2,754.45 | \$722.68 |
| Repairs & maintenance of tools | \$54.70 | \$863.77 |
| Hire Charges | \$696.90 | \$842.10 |
| One-Off costs | \$80.00 | \$239.06 |
| Workshop Costs | \$20,257.10 | \$20,957.23 |
| Office consumables | \$762.33 | \$1,019.20 |
| Insurance | \$0.00 | \$1,387.48 |
| Power | \$0.00 | \$0.00 |
| Phone | \$0.00 | \$0.00 |
| Rates | \$0.00 | \$0.00 |
| Advertising | \$182.85 | \$0.00 |
| Fees, DIA, Shed NZ | \$178.33 | \$141.11 |
| Donation to other organisations | \$500.00 | \$0.00 |
| Withholding tax on interest | \$0.00 | \$24.83 |
| Petty cash | \$0.00 | \$500.00 |
| Tea room | \$565.19 | \$446.00 |
| Travel refunds | \$396.90 | \$1,228.45 |
| Member's Dinner | \$0.00 | \$1,499.79 |
| Social Gatherings | \$3,559.64 | \$2,330.70 |
| Running Costs | \$6,145.24 | \$12,577.56 |
| Total operating Costs | \$26,402.34 | \$33,534.79 |
| Transfer to our other accounts | | |
| Transfer to 01 account | \$8,700.00 | \$4,000.00 |
| Transfer to 02 account | \$46,593.25 | \$0.00 |
| Total transfers from 000 | \$55,293.25 | \$4,000.00 |
| TOTAL INCOME APPLIED | \$81,695.59 | |

Menz Shed of Kaiapoi Inc

Statement of Cash Flows for the 2024/2025 financial year

3-Jul-2025

| | This Year | Last Year |
|------------------------------|------------------|------------------|
| | 3/07/2025 | 4/08/2024 |
| Opening Balance: 000 account | \$14,099.48 | \$9,212.21 |
| Opening Balance: 001 account | \$31,067.15 | \$26,235.13 |
| Opening Balance: 002 account | \$0.00 | |
| Petty cash | \$137.00 | \$83.60 |
| Total:- | \$45,303.63 | \$35,530.94 |

Transactions 000 - 2024/2025 year

| | | |
|------------------------------|--------------|--------------|
| Opening Balance: 000 account | \$14,099.48 | \$9,212.21 |
| Transactions | \$74,960.69 | \$38,422.06 |
| Charges Against 000 Account | -\$81,695.59 | -\$33,534.79 |
| Total:- | \$7,364.58 | \$14,099.48 |

| | This Year | Last Year |
|--|-------------------|-------------------|
| | 3/07/2025 | 4/08/2024 |
| Purchase Resources - Year Ending: | | |
| Building Extension | \$6,370.64 | \$5,120.00 |
| Container Purchase/Wiring | | |
| Plant & machinery | \$2,754.45 | \$722.68 |
| Total Investing Cash Applied | \$9,125.09 | \$5,842.68 |

Net Cash Flow

| | | |
|----------------------|-------------|------------|
| Plus Opening Balance | \$14,099.48 | \$9,212.21 |
|----------------------|-------------|------------|

| | This Year | Last Year |
|-------------------------------------|--------------------|--------------------|
| | 3/07/2025 | 4/08/2024 |
| 3-Jul-2025 | | |
| Closing Cash Balance to date | \$97,387.84 | \$45,303.63 |

Represented by:

| | | |
|--------------------------------|--------------------|--------------------|
| Working Account - 00 | \$7,364.58 | \$14,099.48 |
| Contingency Account - 01 | \$40,001.48 | \$31,067.15 |
| Grants & Donations - 02 | \$49,966.78 | |
| Petty cash - Treasurer | \$55.00 | \$0.00 |
| Petty cash - Float (secretary) | \$0.00 | \$137.00 |
| | \$97,387.84 | \$45,303.63 |

Menz Shed of Kaiapoi Inc

Statement of Cash Flows for the 2024/2025 financial year

03/07/25

Activity in Account 001 - Savings

| | | |
|-----------------------------|----------|----------|
| Interest on Bank Accounts | \$234.33 | \$593.34 |
| Withholding tax on interest | \$0.00 | \$60.57 |
| Net Interest | \$234.33 | \$532.77 |

Activity in Account 001

| | |
|--------------------|-------------|
| Opening Balance | \$31,067.15 |
| Plus Nett Interest | \$234.33 |
| Deposits | \$8,700.00 |
| Withdrawals | \$0.00 |

Balance in 01 Account \$40,001.48

Activity in Account 002 – Grants & Donations

| | |
|-----------------------------|---------|
| Interest on Bank Accounts | \$75.08 |
| Withholding tax on interest | \$0.00 |
| Net Interest | \$75.08 |

Activity in Account 002

Income

| | |
|------------------------------|--------------------|
| Opening Balance | \$6,120.25 |
| Plus Nett Interest | \$76.48 |
| Deposits - Donation & Grants | \$42,723.00 |
| | \$48,919.73 |

Expenditure

| | |
|---------------------|------------|
| Costs - Wages | \$2,077.50 |
| Costs - Equipment | \$1,559.00 |
| Costs - Consumables | \$391.45 |
| Buildings | \$0.00 |
| | \$4,027.95 |

Balance in 02 Account \$44,891.78

Total Donations recorded: \$43,765.00 \$6,120.25

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. This information is required within 10 days of the Board decision.
- On receipt of this information payment will be processed to your organisation's bank account.

Groups applying for Board Discretionary Grants 2024/2025

Name of group: The Chris Ruth Centre

Address: [REDACTED]

Contact person within organisation: [REDACTED]

Position within organisation: Fundraising Manager

Contact phone number: [REDACTED] Email: fundraiser@chrisruthcentre.co.nz

Describe your project or event and what the grant funding will specifically be used for. (Use additional pages if needed)

In 2013 the Chris Ruth Centre opened a new centre in Kaiapoi to cater to the growing need for our services within the Waimakariri region. Previously the centre was operated out of leased premises before moving to the permanent site on Tunas street in 2017. In 2023 the Trust embarked on a redevelopment project of the site adding a new building to the premises. The project was completed in August 2024. The Chris Ruth Centre are seeking funding for blinds for the South side of the new building that faces the motorway.

What is the timeframe of the project/event date? 6 months

Overall cost of project/event: \$735.36 Amount requested: \$735.36

How many people will directly benefit from this project? 39

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

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

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

Oxford-Ohoka 0% Rangiora-Ashley 15% Woodend-Sefton 5% Kaiapoi-Tuahiwi 50%

Other (please specify): Christchurch 30%

What are the direct benefit(s) to the participants? 254

The blinds for the centre on the South facing side of the building will create privacy, noise reduction and security for the people we support and staff. The windows requiring blinds faces the motorway and is completely open. Blinds will allow the staff to close them if needed through the day for privacy or sensory reduction, and at night for security purposes.

What is the benefit(s) to your organisation?

Ensuring the people we support are getting the support they need is the utmost importance for the Trust. The blinds give privacy when needed. They can reduce external stimuli such as noise, when a person we support is overwhelmed, the blinds can help create a calming space. It also provides security by being a deterrent for people looking in.

What are the benefits, economic or otherwise, to the Kaiapoi-Tuahiwi community or wider district?

The Chris Ruth Centre is an essential service for the Waimakariri region. It has seen growth in numbers which led to the new building extension in 2024. The people we support are active participants in the community. They participate in voluntary workplace participation, visit local attractions, community gardens, community facilities and businesses.

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

If yes, name of parent group: _____

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

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

The Chris Ruth Centre is not seeking funding from any other organisation.

What other Council funding sources have you applied to, or intend to apply to for funding this project and the amount applied for i.e other Community Boards, Annual or Long Term Plan, Community Grants and Enterprise North Canterbury.

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

If yes, please supply details:

Funding for a shade sail for the Kaiapoi Chris Ruth Centre. Approved \$500.00 at the March 17th 2025 Board Meeting.

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

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

- Enclosed ☒ Financial Information (*compulsory – your application cannot be processed without financial statements*)
- ☒ Bank Statement (*Bank Statements will remain confidential*)
- ☒ Supporting costs, quotes or event budgets
- ☒ Other supporting information

- ☒ I am authorised to sign on behalf of the group/organisation making this application.
- ☒ I declare that all details contained in this application form are true and correct to the best of my knowledge.
- ☒ I accept that successful applicants will be required to report back to the Community Board by completing an Accountability Report.
- ☒ I accept that information provided in this application may be used in an official Council report available to the public.

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

Signed: _____



Date: 22/08/25



22nd August 2025

To Whom It May Concern,

As an organisation, the Chris Ruth Centre are very grateful recipients of the funding from the Kaiapoi-Tuahiw Community Board. I would like to thank and acknowledge the board for your support, we are sincerely grateful.

The Chris Ruth Centre Trust has been in operation for 27 years and operates seven centres across five sites in Canterbury, looking after 140 individuals. We are named after one of our alumni who has since passed away, Chris Ruth.

The Chris Ruth Centre provides high-quality, holistic, and individualised care for adults over the age of 18 with complex disabilities. We offer a vocational day service where individuals can engage in meaningful activities of their own choice, in ways that are respectful, enjoyable, and aligned with the Enabling Good Lives principles.

Our one-to-one care ensures that each person has the attention and support they need to participate fully in activities and in the community. For families, we are a lifeline—providing daily respite and giving the people we support a space that is uniquely theirs, filled with equipment, activities, and social connections that bring joy and enrichment.

The programme's two major focus areas are individual personal development and workplace participation. Individual personal development is designed to meet the needs of the people we support, incorporating life skills, communication, functional education, community orientation, physical therapy and recreation pursuits. Workplace participation for the people we support involves voluntary employment positions arranged with local businesses, where they are accompanied by a support person, and are aligned with their personal interests.

The Chris Ruth Centre Kaiapoi are seeking funding from the Kaiapoi-Tuahiw Community Board for blinds for the new building extension of the centre.

I am available for further discussion regarding the application, but more importantly we look forward to continuing a relationship with the Kaiapoi-Tuahiw Community Board.

Please refer to our website www.chrisruthcentre.co.nz if you would like to know more about our centres or find us on Facebook <https://www.facebook.com/TheChrisRuthCentre>.

Yours sincerely,

[Redacted Signature]

Fundraising Manager

The Chris Ruth Centre



03 339 2930



7/ 4-6 O'Briens Road, Sockburn, Christchurch. 8042
PO Box 9027, Christchurch. 8149



www.chrisruthcentre.co.nz



admin100@chrisruthcentre.co.nz



02 April 2025

TO WHOM IT MAY CONCERN

Driving Miss Daisy North Canterbury has had an ongoing association with the Chris Ruth Centre Kaiapoi for the past 2 years and very happy to endorse their service.

During this time, we have witnessed their team as professional and caring towards the people in their care. They embody the mantra of enabling good lives, ensuring clients are engaged in the community through walks and activities, and empowering them to make choices where possible.

Their approach and empathy to each individual client can be seen by the output of smiles, laughter, and content, produced daily. Each person is seen to be treated with respect and we witness the growth in confidence and pride of their clients.

The Chris Ruth Centre Kaiapoi has an amazing team who are dedicated to bringing joy, and enhancing the mana, of the people in their care. This service is an amazing support and asset to the families in our community.

Sincerely,



Driving Miss Daisy – North Canterbury



The Chris Ruth Centre

Statement of Comprehensive Revenue and Expenses

Chris Ruth Centre Trust
For the year ended 31 December 2024

'How was it funded?' and 'What did it cost?'

| | NOTES | 2024 | 2023 |
|---|-------|------------------|------------------|
| Revenue | | | |
| Revenue | | | |
| Non-Exchange Transactions | 1 | 5,109,054 | 4,331,290 |
| Exchange Transactions | 1 | 348,228 | 329,310 |
| Other revenue | | 81,568 | 156,682 |
| Total Revenue | | 5,538,850 | 4,817,283 |
| Expenses | | | |
| Employee Costs | | 4,117,983 | 3,978,875 |
| Rent | | 90,822 | 89,171 |
| Travel and accommodation | | 23,161 | 24,023 |
| Depreciation | | 95,198 | 86,487 |
| Other Expenses | | 666,910 | 423,793 |
| Impairment expense | | 3,203 | - |
| Total Expenses | | 4,997,276 | 4,602,348 |
| Total comprehensive revenue and expense for the year | | 541,574 | 214,934 |

The above Statement of Financial Performance should be read in conjunction with the accompanying notes and audit report.





The Chris Ruth Centre

Statement of Changes in Net Assets/Equity

Chris Ruth Centre Trust

For the year ended 31 December 2024

| | 2024 | 2023 |
|--|------------------|------------------|
| Trust Capital | | |
| Balance at 1 January | 4,192,018 | 3,977,083 |
| Total comprehensive revenue and expense for the year | 541,574 | 214,934 |
| Equity at 31 December | 4,733,592 | 4,192,018 |
| | 2024 | 2023 |
| Equity | | |
| Retained Earning | 4,733,592 | 4,192,018 |
| Equity at 31 December | 4,733,592 | 4,192,018 |

The above Statement of Changes in Net Assets/Equity should be read in conjunction with the accompanying notes and audit report.





The Chris Ruth Centre

Statement of Financial Position

Chris Ruth Centre Trust

As at 31 December 2024

'What the entity owns?' and 'What the entity owes?'

| | NOTES | 31 DEC 2024 | 31 DEC 2023 |
|--|-------|------------------|------------------|
| Current Assets | | | |
| Cash and Cash Equivalents | | 2,057,232 | 1,667,233 |
| Trade receivables | 2 | 253,308 | 206,650 |
| Prepayments | | 16,644 | 8,113 |
| Work In Progress - Hoon Hay Site Redevelopment | | 270,298 | 191,234 |
| Work in Progress - Kaiapoi Site Redevelopment | | - | 17,500 |
| Other Current Assets | | - | 300,000 |
| Total Current Assets | | 2,597,482 | 2,390,729 |
| Current Liabilities | | | |
| Creditors and accrued expenses | 4 | 366,667 | 409,781 |
| GST Payable | | 94,392 | 70,378 |
| Unused donations and grants with conditions | 4 | 427,235 | 407,157 |
| Total Current Liabilities | | 888,294 | 887,315 |
| Total Working Capital Surplus / (Deficit) | | 1,709,188 | 1,503,413 |
| Non-Current Assets | | | |
| Property, Plant and Equipment | 3 | 3,024,404 | 2,688,605 |
| Total Non-Current Assets | | 3,024,404 | 2,688,605 |
| Net Assets | | 4,733,592 | 4,192,018 |
| Accumulated Funds | | | |
| Equity | | 4,733,592 | 4,192,018 |
| Total Accumulated Funds | | 4,733,592 | 4,192,018 |

The above Statement of Financial Position should be read in conjunction with the accompanying notes and audit report.





Statement of Cash flows

Chris Ruth Centre Trust

For the year ended 31 December 2024

"How the entity has received and used cash"

| | 2024 | 2023 |
|---|------------------|------------------|
| Cash Flows from Operating Activities | | |
| Cash was received from: | | |
| Non-exchange Transactions | 5,031,231 | 4,750,026 |
| Rendering of Services | 340,002 | 369,344 |
| Non-Government Grants and Donations | 67,117 | 18,401 |
| Goods and Services Tax (net) | 22,583 | (374,628) |
| Cash was applied to: | | |
| Payments to suppliers and employees | 4,956,493 | 4,450,530 |
| Total Cash Flows from Operating Activities | 504,441 | 312,613 |
| | 2024 | 2023 |
| Cash flows from Investing Activities | | |
| Cash was received from: | | |
| Interest, dividends and other investment revenue | 77,320 | 62,245 |
| Receipts from sale of investments | 1,500,000 | 700,000 |
| Cash was applied to: | | |
| Payments to acquire property, plant and equipment | (61,444) | (133,007) |
| Payments to purchase investments | (1,655,287) | (700,000) |
| Work In Progress - Hoon Hay Site Redevelopment | (79,065) | (163,109) |
| Work in Progress - Kaiapoi Site Redevelopment | (352,053) | (17,500) |
| Total Cash flows from Investing Activities | (570,529) | (251,371) |
| | 2024 | 2023 |
| Cash Flows from Financing Activities | | |
| Repayment received on loans made to other parties | 800 | (1,000) |
| Total Cash Flows from Financing Activities | 800 | (1,000) |
| | 2024 | 2023 |
| Cash and Cash Equivalents | | |
| Opening Cash | (65,288) | (676,990) |
| Closing Cash | 467,233 | 737,233 |
| Net change in cash for period | 401,945 | 60,243 |

The statement of cash flows records only those cash flows directly within the control of the Organisation. The above Cash Flow State should be read in conjunction with the accompanying notes and audit report.



08/08/25

To Whom it May Concern,

The Chris Ruth Centre Trust's Annual Report for 2024 shows a significant increase in revenue compared to 2023. This is primarily due to an increase in contract rates, which was applied retrospectively. As a result, the Trust received a one-off payment that had not been anticipated in the original budget. This payment is reflected as revenue for the year, contributing to the apparent increase.



Statement of Comprehensive Revenue and Expenses

Chris Ruth Centre Trust
For the year ended 31 December 2024

'How was it funded?' and 'What did it cost?'

| | NOTES | 2024 | 2023 |
|---|-------|------------------|------------------|
| Revenue | | | |
| Revenue | | | |
| Non-Exchange Transactions | 1 | 5,109,054 | 4,331,290 |
| Exchange Transactions | 1 | 348,228 | 329,310 |
| Other revenue | | 81,568 | 156,682 |
| Total Revenue | | 5,538,850 | 4,817,283 |
| Expenses | | | |
| Employee Costs | | 4,117,983 | 3,978,875 |
| Rent | | 90,822 | 89,171 |
| Travel and accommodation | | 23,161 | 24,023 |
| Depreciation | | 95,198 | 86,487 |
| Other Expenses | | 666,910 | 423,793 |
| Impairment expense | | 3,203 | - |
| Total Expenses | | 4,997,276 | 4,602,348 |
| Total comprehensive revenue and expense for the year | | 541,574 | 214,934 |

CEO

The Chris Ruth Centre Trust



03 339 2930



7/ 4-6 O'Briens Road, Sockburn, Christchurch. 8042
PO Box 9027, Christchurch. 8149



www.chrisruthcentre.co.nz



admin100@chrisruthcentre.co.nz

Transaction history



Account name: Business Performer
Account number: 38-9017-0465200-00

Your search

Transactions from: 1/07/2025 to 15/08/2025
Including: Deposits and Withdrawals

| Date | Other Party Name | Type | Particulars | Code | Reference | Memo | Amount | Balance |
|----------|------------------|------|-------------|------|-----------|------|-----------|------------|
| 15/08/25 | | | | | | | 1,440.00 | 747,481.75 |
| 15/08/25 | | | | | | | 1,080.00 | 746,041.75 |
| 15/08/25 | | | | | | | -3,258.02 | 744,961.75 |
| 15/08/25 | | | | | | | 487.50 | 748,219.77 |
| 14/08/25 | | | | | | | 32,298.62 | 747,732.27 |
| 14/08/25 | | | | | | | 50.00 | 715,433.65 |
| 13/08/25 | | | | | | | 50.00 | 715,383.65 |
| 13/08/25 | | | | | | | 487.50 | 715,333.65 |
| 13/08/25 | | | | | | | 100.00 | 714,846.15 |
| 13/08/25 | | | | | | | 1,449.00 | 714,746.15 |
| 13/08/25 | | | | | | | 10.00 | 713,297.15 |
| 13/08/25 | | | | | | | 7.50 | 713,287.15 |



Transaction history (cont.)

| Date | Other Party Name | Type | Particulars | Code | Reference | Memo | Amount | Balance |
|---------|------------------|------|-------------|------|-----------|------|-----------|------------|
| 01/07/2 | | | | | | | 55.28 | 425,050.30 |
| 01/07/2 | | | | | | | -7,288.08 | 424,995.02 |
| 01/07/2 | | | | | | | -1,694.50 | 432,283.10 |

Spreadsheet Showing Kaiapoi-Tuahiwi Community Board Discretionary Grant
for the 2025/26 Financial Year

| | Meeting considered | Group | Project | Accountability Received | Amount Requested | Amount Granted | Running Balance |
|--|-----------------------|---|---|----------------------------|---------------------|-------------------|--------------------|
| Kaiapoi-Tuahiwi Community Board 10-136-100-2410 | | Carried forward 2024/25 = 1,259 | 2025/26= \$8,790 | | | | \$ 10,049.00 |
| | 21-Jul | Kaiapoi Community Garden | Towards entertainment @ Jazz and Blues Festival | | \$500 | \$500 | \$9,549 |
| | 21-Jul | Silverstream Residents Volunteer Group | Purchase of Bench | | \$740 | \$740 | \$8,809 |
| | 21-Jul | Allstars Marching Teams | Hall hire for training/practice sessions for the year | | \$750 | \$750 | \$8,059 |
| | 18-Aug | Kaiapoi Pony Club | towards attending the Springston Trophy in Blenheim | Declined | \$1,000 | \$0 | \$8,059 |
| | 18-Aug | Kaiapoi Garden Club | Towards hosting the Kaiapoi Garden Competition | | \$600 | \$250 | \$7,809 |
| | 15-Sep | Menzshed of Kaiapoi Inc | towards hosting a Teddy Bear hunt | | \$650 | | |
| | 15-Sep | The Chris Ruth Centre | Instalation of blinds | | \$735 | | |

Spreadsheet Showing Kaiapoi-Tuahiwi Community Board Discretionary Grant
for the 2024/2025 Financial Year

| | Meeting considered | Group | Project | Accountability Received | Amount Requested | Amount Granted | Running Balance |
|--|-----------------------|--|--|----------------------------|---------------------|-------------------|--------------------|
| Kaiapoi-Tuahiwi Community Board 10.136.100.2410 | | | 2024/25= \$8,600 | | | | \$ 8,600.00 |
| | 15-Jul | Waimakariri United Football Club | Towards Bibs for Mainland competition teams | 28-Jul-25 | \$856 | \$500 | \$8,100 |
| | 15-Jul | R13 Youth Development Trust | Towards Art Therapy supplies | 30-Jan-25 | \$600 | \$600 | \$7,500 |
| | 15-Jul | Community Wellbeing North Canterbury Trust | Digital media screen for Karanga Mai Early Learning Centre | | \$600 | Declined | \$7,000 |
| | 19-Aug | Allstars U18 | Towards training camp | 7-Apr-25 | \$750 | \$500 | \$7,000 |
| | 19-Aug | Oxford Community Trust | towards catering costs for Day Out event | | \$750 | Declined | \$7,000 |
| | 19-Aug | Kaipoi Garden Club | towards costs of running Kaipoi Garden Competition | 31-Jan-25 | \$560 | \$500 | \$6,500 |
| | 19-Sept | North Canterbury Inclusive Sports Festival | Host the festival at Mainpower | Funds not claimed | \$750 | \$500 | \$6,000 |
| | 19-Sept | YDOT | Towards Funday & Adventure Race | 1-Apr-25 | \$918 | \$517 | \$5,483 |
| | 21-Oct | Kaipoi Community Garden | Floor Covering | 2-Jul-25 | \$550 | \$550 | \$4,933 |
| | 21-Oct | Pines Kairaki Beaches Association | Christmas Event | 11-Apr-25 | \$732 | \$732 | \$4,201 |
| | 17-Feb | Waimakariri Outrigger Canoe Club | Purchase of paddles and lifejackets | 31-Jul-25 | \$1,000 | \$500 | \$3,701 |
| | 17-Feb | Silverstream Reserve Volunteer Group and Down by the River | Donation for Musicians | 9-Jul-25 | \$750 | \$500 | \$3,201 |
| | 17-Mar | The Chris Ruth Centre | Shade sail | 1-Jul-25 | \$1,000 | \$500 | \$2,701 |
| | 17-Mar | Rely for Life North Canterbury | Relay for life event | 28-Apr-25 | \$500 | \$500 | \$2,201 |
| | 14-Apr | Combined Probus Club of Kaipoi | Identification banners | 2-Jul-25 | \$442 | \$442 | \$1,759 |
| | 14-Apr | Clarkville Playcentre | First Aid Courses | 23-May-25 | \$750 | \$500 | \$1,259 |
| | 14-Apr | Big Brothers Big Sisters | New Office computer | 15-Jul-25 | \$1,000 | \$ 500.00 | \$759 |
| | | | | | | | \$759 |
| | | Inclusive sports | | | | \$ 500.00 | \$1,259 |

GOVERNANCE

Kaiapoi-Tuahiwi Community Board

Discretionary Grant Application

Information to assist groups with their application

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

When assessing grant applications the Board considers a number of factors in its decision making. These include, but are not limited to; type of project, time frame, benefits to the community and costs. 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.

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 a project summary that includes costs, and shows the areas where funds will be spent, fund raising the group has undertaken towards the project, and other sources of funding that have been accessed. Please note that your application will not be processed if the required financial information is not provided. The Board reserve the right to request additional information.

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

- The Board supports a wide range of community activities. However, an 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).
- The Board will consider grant applications every month. Applications must be received at least four weeks before Board meeting dates to be processed on time.
- Applications will only be accepted from community-based project groups, not-for-profit organisations, registered charities or incorporated societies. No application from an individual which benefits only one person will be accepted.
- Applications from Funding Committees and/or similar community-based groups associated with schools will be considered only if significant community benefit has been shown and proof is provided that the Ministry of Education does not fund the activity. 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 to \$750 with a maximum of \$1,000 in any financial year (July to June). However, a group may apply twice a year, provided it is for different projects. The Board will only consider granting more than \$750 in exceptional circumstances and will provide detailed reasons for exceeding the present limit.
- The application should clearly state the purpose for which the funds will be used. It should be noted that the board will not fund ongoing or annual operating expenditure associated with the administration or running of the applicant's club organisation or club.
- Organisations predominately funded by the Central Government must provide supporting evidence that the requested grant will not be spent on projects that the Central Government should/do fund.
- The applicant should submit relevant financial information to prove they can deliver the project. Financial information should include a balance sheet/profit and loss and, at least, a bank statement to enable the Board to make an informed decision.
- Applicants must declare any other funding sources for the proposed project for which funding is being sought, especially Council community grants, other Community Boards grants, and Enterprise North Canterbury funding.
- If the group does not provide the information to enable the grant to be paid within three months of approval of the grant being notified, the application will be regarded as closed, and funds will be released for reallocation by the Board.
- If funds are not spent on the specific project applied for within six months of the date of the event/project, the recipient will be required to return the funding to the Council.
- The Council must receive an Accountability Form 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, bank statements, or invoices, must accompany the Accountability Form, and photos of the event or purchase are encouraged.
- Where possible, Boards request permission to use these photos on their Facebook page, the Council website, or other social media to encourage other community groups' participation.
- No new application will be accepted until the Board receives the Accountability Form and relevant documentation for previous funding granted.

WAIMAKARIRI DISTRICT COUNCIL**REPORT FOR INFORMATION****FILE NO and TRIM NO:** GOV-26-08-06 / 250625114866**REPORT TO:** KAIAPOI-TUAHIWI COMMUNITY BOARD**DATE OF MEETING:** 15 September 2025**AUTHOR(S):** Kay Rabe, Governance Advisor**SUBJECT:** Summary of Discretionary Grant Accountability 1 July 2024 to 30 June 2025**ENDORSED BY:**
(for Reports to Council,
Committees or Boards)_____
General Manager_____
Chief Executive**1. SUMMARY**

- 1.1 The purpose of this report is to update the Kaiapoi-Tuahiwi Community Board (the Board) on the Discretionary Grant applications granted during the 2024/25 financial year, including the Accountability Forms received to date.
- 1.2 As at 30 June 2025, the Board had considered 17 applications, of which 14 were approved, two declined, and one grant was not uplifted.

Attachments:

- i. All Accountability Forms received for the 2024/25 Financial Year (Trim Ref: 250827158160).

2. RECOMMENDATION**THAT** the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** Report No. 250625114866.
- (b) **Notes** that the \$8,600 allocated to the Board for the 2024/25 financial year and \$7,341 was distributed for events and projects within the community.
- (c) **Notes** that the remaining \$1,259 was carried forward to the next financial year for a total of \$10,049 for the 2025/26 financial year.
- (d) **Circulates** a copy of this report to all other Community Boards for information.

3. BACKGROUND

- 3.1. The Council allocates the Board a set amount of funds to distribute, by application, to non-profit groups, registered charities and incorporated societies that have strong links to and benefit the communities of the Kaiapoi-Tuahiwi area.
- 3.2. In keeping with the Council's Sustainability Policy, the attachments (Trim Ref: 250827158160) have been uploaded to the web and can be accessed through the Community Board page.
- 3.3. Staff periodically advertise the Discretionary Grant through the Community Notice Board page in the Northern Outlook and Chatter. Application Forms are also available on the Council website, from Service Centres, or by contacting the Council.

4. ISSUES AND OPTIONS

4.1. The applications were as follows:

| Group | Project | Amount granted | Month funds granted | Comments |
|--|--|-----------------|---------------------|---|
| Waimakariri United Football Club | Towards bibs for Mainland Competition teams | \$500 | July 2024 | Invoice paid: 19 May 2025 Accountability Form received: 28 July 2025 |
| R13 Youth Development Trust | Towards art therapy supplies | \$600 | July 2024 | Invoice paid: 9 August 2024 Accountability Form received: 30 January 2025 |
| Community Wellbeing North Canterbury Trust | Towards a digital media screen for the Karanga Mai Early Learning Centre | Declined | August 2024 | <i>Declined as the Board believed that Kaiapoi High School should fund the project.</i> |
| Allstars Under 18 Team | Towards the cost of attending a training camp | \$500 | August 2024 | Invoice paid: 23 October 2024 Accountability Form received: 7 April 2025 |
| Oxford Community Trust | Towards the catering costs of the Day Out event | Declined | August 2024 | <i>Declined as the Board believed that this event was being held for paid workers with little benefit for the residents of the Kaiapoi-Tuahiwi area.</i> |
| Kaiapoi Garden Club | Towards the cost of running the Kaiapoi Garden competition | \$500 | August 2024 | Invoice paid: 4 September 2024 Accountability received: 31 January 2025 |
| North Canterbury Inclusive Sports Festival | Host the Inclusive Sports festival | (\$500) | September 2024 | <i>Funds not uplifted.</i> |
| YDOT | Towards hosting a Fun Day and Adventure Race | \$517 | September 2024 | Invoice paid: 25 September 2024 Accountability Form received: 1 April 2025 |
| Kaiapoi Community Garden | Towards the cost of new floor covering for a shed | \$550 | October 2024 | Invoice paid: 29 October 2024 Accountability Form received: 2 July 2025 |
| Pines Kairaki Beaches Association | Towards hosting the Christmas event | \$732 | October 2024 | Invoice paid: 5 November 2024 Accountability Form received: 11 April 2025 |

| Group | Project | Amount granted | Month funds granted | Comments |
|--|---|----------------|---------------------|---|
| Waimakariri Outrigger Canoe Club | Towards the purchase of lifejackets | \$500 | February 2025 | Invoice paid: 1 April 2025 Accountability Form received: 31 July 2025 |
| Silverstream Reserve Volunteer Group and Down by the River | Donation for musicians at the event | \$500 | February 2025 | Invoice paid: 14 April 2025 Accountability Form received: 9 July 2025 |
| The Chris Ruth Centre | Towards the purchase and installation of a shade sail | \$500 | March 2025 | Invoice paid: 26 June 2025 Accountability Form received: 1 July 2025 |
| Relay for Life North Canterbury | Towards the hosting of a Relay for Life event | \$500 | March 2025 | Invoice paid: 19 May 2025 Accountability Form received: 28 April 2025 |
| Combined Probus Club of Kaiapoi | Towards identification banners | \$442 | April 2025 | Invoice paid: 7 May 2025 Accountability Form received: 2 July 2025 |
| Clarkville Playcentre | Towards first aid courses | \$500 | April 2025 | Invoice paid: 19 May 2025 Accountability Form received: 23 May 2025 |
| Big Brothers Big Sisters | Towards a new office computer | \$500 | April 2025 | Invoice paid: 29 April 2025 Accountability Form received: 15 July 2025 |

- 4.2 Groups had six months to return their Accountability Forms from the date of the event/purchase occurring, and as of 18 August 2025, all Accountability Forms had been received. Applications will not be considered until Accountability Forms for past funding have been received.

- 4.3 Waimakariri United Football Club requested funding to purchase bibs for the 2025 season. The bibs were used by the youngest members at in-house football. Previously, younger players had been using hand-me-downs from senior players, and the bibs were often too big for them. The new bibs, purchased for children aged four to eight, fit perfectly. The Club thanked the Board for the grant.



- 4.4 R13 Youth Development was granted funding to purchase art supplies to be used in its art therapy classes. The funds were used for paints, scissors, notebooks, stickers, printer ink and therapy items, including various balls, springs and strength cards. Youth workers are now able to offer art and therapy sessions to vulnerable clients, to create lasting memories of their progress. Current numbers of young people are 47 with more waiting for allocation. R13 and the young people wished to thank the Board for making this funding available.

4.5



Allstars Marching used the Discretionary Grant funding to pay for accommodation costs at Spencer Park to attend the annual training camp. The funding allowed the junior teams to participate in the training camp with expert coaches in attendance. The girls learnt a lot in the two days and have been able to share that knowledge with younger team members.

4.6

The Kaiapoi Garden Club requested funding to assist in hosting the Kaiapoi Garden Competition. The Awards evening was hosted on 14 February 2025, where Mayor Gordon presented the trophies and certificates. This competition was well-advertised by Compass Radio, North Canterbury News, and large posters in local shops and on signboards. The results of some entrants and their gardens were also published. Without the Discretionary Grant, the Club would not have been able to host the Awards evening, as there were several other expenses, such as printing certificates, refreshments, and judges' fees. The Club greatly appreciated the assistance provided by the Board, which made the evening a memorable event for all competition entrants/guests.



4.7

Youth Development and Opportunities Trust (YDOT) requested funding towards hosting a family fun day and adventure race. The funding was used to hire temporary fencing which surrounded activities, ensuring the community was kept safe and secure. Around 600 people attended on the day.

4.8

Kaiapoi Community Garden Trust was awarded Discretionary Grant funding towards floor covering for the Trust's shed to make it warmer and more inviting. The covering was installed in April 2025 and has substantially improved the wellbeing of the volunteers who work in the gardens.

4.9



Pines and Kairaki Beach Association used the Discretionary Grant funding to provide a free lunch for residents and their families as part of its Christmas in the Park Celebration. The Association hosts this event annually, and the turnout this year was terrific, with many children and their parents attending to enjoy the warm weather, BBQ, other entertainment, and, of course, Santa. The Committee thanked the Board for providing this funding so they could host this event.

4.10

Waimakariri Outriggers Canoe Club requested funding to purchase five lifejackets for young paddlers and one adult-sized lifejacket. This enables the youth team, aged between five and 12, to participate in the sport of Waka Ama safely. In the summer, the Club aims to introduce several young people to this sport. Police Youth Aid will also be using the Club's resources for at-risk youth.

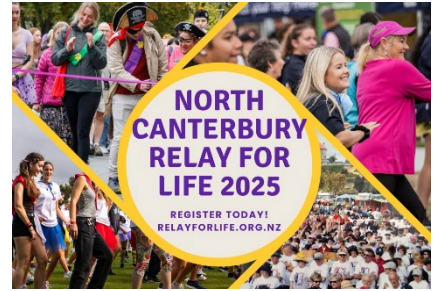


4.11

Silverstream Volunteers requested funding to co-host the Boulder Copper Sounds Outdoor Music Event at Silverstream Reserve. The funding was put towards the sound system. The event drew around 300 to 400 people, all of whom benefited from the music produced.

- 4.12 The Chris Ruth Centre received funding to install a shade canopy for the Centre. This created a space outside for the people the Centre supports and their support workers. This space ensures that people can enjoy the outdoors in a safe and weather-protected environment throughout the year.

- 4.13 The Board allocated funding for the hosting of the local Relay for Life event. The funds were used towards sound and lighting at the event. Five hundred and forty-three participants attended, with 50 volunteers, and several hundred members of the public attended over the course of one day. The Opening Ceremony and Celebration Lap had 80 special guests who had had or were currently going through a cancer diagnosis, their family and carers.



- 4.14 The Combined Probus Club of Kaiapoi requested funding to purchase promotion banners to be used for their monthly meetings and for any event or function they hold.
- 4.15 Clarkville Playcentre used the allocated Discretionary Grant funding to send its volunteer helpers on first aid courses. The Centre sent eight parents through the First Aid Course, which benefits the Centre and meets the requirements set out by the Playcentre's management. Parents with first aid skills also benefit the community when they attend sports and school events, or even offer assistance at car accidents.



- 4.16 Big Brothers Big Sisters requested funding to replace the outdated office computer. The funding enabled the Group to purchase a new, high-quality computer, representing a significant upgrade from the old one. The computer supports the team to work more efficiently and deliver high-quality mentoring services to the 66 young people and their families currently in the programme.

4.17 **Implications for Community Wellbeing**

The issues and options that are the subject matter of this report have social and cultural implications for community well-being, as the funding allocated to community groups and for community events increases the general feeling of well-being within various communities.

- 4.18 The Management Team has reviewed this report.

5. **COMMUNITY VIEWS**

5.1. **Mana Whenua**

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

5.2. **Groups and Organisations**

No groups and organisations are likely to be affected by or have an interest in this report's subject matter. However, it should be noted that the Board's Discretionary Grant fund assisted community groups and organisations in achieving community-based programmes.

5.3. **Wider Community**

The wider community is not likely to be affected by or be interested in this report's subject matter. However, the funding allocated to community groups and for community events increased the general feeling of wellbeing within the Board's community.

6. **OTHER IMPLICATIONS AND RISK MANAGEMENT**

6.1. **Financial Implications**

6.1.1 The Council's 2024/25 Annual Plan included budgetary provision of \$8,600 for the Board to approve grants to community groups in the 2024/25 financial year. The Board allocated \$7,341 in funding to community groups and organisations during the financial year, with \$1,259 remaining to be carried forward to the 2025/26 financial year.

6.1.2 Groups must complete and return an Accountability Form to be eligible for future funding.

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**

The recommendations in this report do not have sustainability and/or climate change impacts.

6.4. **Health and Safety**

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

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**

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

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**

It is a delegation of the Board to distribute this fund as per clause 12 of the delegations to Community Boards, S-DM 1041.

Brent Cairns Members Information Exchange Kaiapoi-Tuahiwi Community Board

- Attended Food Secure North Canterbury in Amberley, to highlight the importance of Food Security.
- Visited Noaia Training facility for youth. They have purchased additional land north of Tuahiwi to have adult training.
- Attended Maths/Art event at the Kaiapoi library
- North Canterbury Neighbourhood Support monthly meeting
- Waimakariri Access group AGM
- Attended PRGI monthly meeting, Golf tournament planning is well under way. talking about suitable areas for events once Community centre is constructed.
- Invited to Northern Bulldogs Rugby league presentation. Was able to talk about issues with facilities
- Attended Youth Futures event
- Planting of Food Forest at the ARC womens housing project
- Met with Waimak United re funding
- Pegasus Cuppa event.
- Attended Sutton Tools drop in Session.
- Invited to attend meeting at the Sterling re future garden plans
- Rangiora ComBoard agreed to have a food forest at Northbrook reserve.
- Kaiapoi garden club monthly meeting, having issues with carpark lighting, which I have been able to resolve.
- Invited to attend KERA planting days with Kaiapoi High School and International Students
- Met with Mel Eaton to view new art gallery area.
- Attended opening of Coffee Culture Rangiora.
- Attended Out the Gate reopening
- VJ day event
- Merchant Navy event
- Attended Silverstream emergency hub event
- MC'd Kane shield
- Attended Menzshed AGM
- Visited Comcol and helped with Food forest designs
- Attended Big Splash event
- Attended Gallery opening.
- Attended Fuego 3rd volume opening event
- Attended After Hours sod turning event
- Attended Mahinga Kai planting day
- Attended Last Wednesday event
- Attended Welcoming communities meeting
- Attended Disability forum event
- Attended rangiora Museum monthly meeting
- Attended Kaiapoi museum 10th Birthday
- Attended Kaiapoi Museum monthly meeting
- Attended Youth Action planning meeting

- Attended Welcome the birds event Waikuku
- Attended Rangiora High students presentation.
- Attended Mayoral debate
- Attended ENC event at Sutton tools.
- Attended Spring makete at Noaia.
- Officially an NZMCA friendly district.