Agenda

Kaiapoi-Tuahiwi Community Board

Monday 17 July 2023 4pm

Kaikanui Room Ruataniwha 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



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Board Members KAIAPOI-TUAHIWI COMMUNITY BOARD

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 17 JULY 2023 AT 4PM.

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

BUSINESS

PAGES

1 <u>APOLOGIES</u>

2 <u>CONFLICTS OF INTEREST</u>

3 CONFIRMATION OF MINUTES

3.1 Minutes of the Kaiapoi-Tuahiwi Community Board – 19 June 2023 8-16

RECOMMENDATION

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Confirms** the circulated Minutes of the Kaiapoi-Tuahiwi Community Board meeting, held 19 June 2023, as a true and accurate record.
- 3.2 Matters Arising (From Minutes)

3.3 <u>Notes of the Kaiapoi-Tuahiwi Community Board Workshop –</u> <u>19 June 2023</u> 17-18

RECOMMENDATION

THAT the Kaiapoi-Tuahiwi Community Board:

(a) **Receives** the notes of the Kaiapoi-Tuahiwi Community Board Workshop, held on 19 June 2023.

4 DEPUTATIONS AND PRESENTATIONS

4.1 **Ryder Park Reserve – Lokie, Luca and Tyler**

Lokie, Luca and Tyler will be in attendance to discuss the Ryder Park Reserve.

4.2 Community Outcomes – Temi Allison

T Allison will be in attendance to discuss the Community Comes to be included in the Long Term Plan.

5 ADJOURNED BUSINESS

Nil.

6 <u>REPORTS</u>

6.1 <u>Request approval of No-Stopping Restrictions in Heywards Road –</u> <u>Shane Binder (Senior Transportation Engineer) and Joanne McBride</u> (Roading and Transport Manager)

19-23

RECOMMENDATION

THAT the Kaiapoi-Tuahiwi Community Board:

(a) **Receives** Report No. 230614088078.

AND

THAT the Kaiapoi-Tuahiwi Community Board recommends:

THAT the Utilities & Roading Committee:

- (b) **Approves** installation of the following no-stopping restriction:
 - i. On the east side of Heywards Road from the intersection of Tram Road for 125m, to the south of the Clarkville Community Hall.

6.2 <u>Ground Lease Kaiapoi Croquet Club – Martin McGregor (Senior Advisor</u> <u>Community, and Recreation)</u>

24-54

RECOMMENDATION

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** report No. 230705100909.
- (b) **Approves** the awarding of a ground lease to the Kaiapoi Croquet Club at the Kaiapoi Community Hub located at 38 Charters Street for a term of 30 years.
- (c) **Notes** the lease fee will only be paid if requested (\$1.00 per annum).
- (d) **Notes** The lease agreement will be a condition of the Sale and Purchase Agreement for the acquisition of the Croquet Clubs' current site located at 8c and 10c Revell Street Kaiapoi.
- (e) **Notes** the delegation for the approval of the Sale and Purchase agreement sits with the Council. This approval will be sought in a separate report which will include the approval of the Community Board for the awarding of the ground lease.
- (f) **Notes** that a 30-year term is the maximum term possible under the current land classification of the leased site and there will be review periods within the lease terms. This is likely to be a three yearly rental review.

6.3 <u>Kaiapoi-Tuahiwi Community Board's 2023/24 Discretionary Grant Fund</u> and 2023/24 General Landscaping Budget – Kay Rabe (Governance Advisor)

55-64

RECOMMENDATION

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** Report No. 230609084821.
- (b) **Notes** that the Board's General Landscaping Budget allocated by the Council for 2023/24 is \$27,370, with a carry forward for 2023/24 still to be determined due to outstanding invoices being processed.
- (c) **Notes** that the Board's Discretionary Grant Funding allocated by the Council for 2023/24 is \$5,390 and that an amount of \$2,132 is expected to be carried forward from the 2023/24 budget. Thereby bringing the Discretionary Grant Fund to a total of \$7,522 for this financial year.
- (d) **Approves** the Board's 2023/24 Discretionary Grant Fund Application Criteria and Application Form (Trim No. 210603089866).
- (e) **Approves** the Board's 2023/24 Discretionary Grant Accountability Form (Trim No. 210603089980).
- (f) **Adopts** the Financial template for Informal Groups (Trim No: 230627095307).
- (g) **Approves** that Discretionary Grant Fund applications be considered at each meeting during the 2023/24 financial year (July 2023 to June 2024).

6.4 Applications to the Kaiapoi-Tuahiwi Community Board's Discretionary Grant Fund 2022/23 – Kay Rabe (Governance Adviser)

65-84

RECOMMENDATION

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** Report No. 230630098459.
- (b) **Approves** a grant of \$..... to Coastguard North Canterbury towards upgrading its swift water rescue vessel.

OR

(c) **Declines** the application from Coastguard North Canterbury.

7 <u>CORRESPONDENCE</u>

Nil.

8 CHAIRPERSON'S REPORT

8.1 Chairperson's Report for July 2023

A verbal report will be provided by the Chairperson at the meeting. 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 7 June 2023.
- 9.2 Woodend-Sefton Community Board Meeting Minutes 12 June 2023.
- 9.3 Rangiora-Ashely Community Board Meeting Minutes 14 June 2023.
- 9.4 Enterprise North Canterbury Approved Statement of Intent Beginning 1 July 2023; Approved Enterprise North Canterbury Business Plan and Budget 2023/24; and Promotion of Waimakariri District Plan 23/24 – Report to Audit and Risk Committee 13 June 2023 – Circulates to all Boards.
- 9.5 <u>Mandeville Resurgence and Channel Diversion Upgrade Project Public</u> <u>Consultation – Report to Utilities and Roading Committee 20 June 2023</u> <u>– Circulates to the Oxford-Ohoka Community Board.</u>
- 9.6 July 2022 Flood Response Update Report to Utilities and Roading Committee 20 June 2023 – Circulates to all Boards.

RECOMMENDATION

THAT the Kaiapoi-Tuahiwi Community Board

(a) **Receives** the information in Items 9.1 to 9.6.

Note:

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

10 MEMBERS' INFORMATION EXCHANGE

10.1 Brent Cairns

Trim Ref: 230705100711.

10.2 Philip Redmond

Trim Ref: 230712105068.

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

11 <u>CONSULTATION PROJECTS</u>

11.1 Environment Canterbury Regional Policy Statement

https://haveyoursay.ecan.govt.nz/about-our-future-canterbury Consultation closes Sunday 27 August 2023. 87-88

85-86

12 REGENERATION PROJECTS

12.1 Town Centre, Kaiapoi

Updates on the Kaiapoi Town Centre projects are emailed regularly to Board members. These updates can be accessed using the link below: <u>http://www.waimakariri.govt.nz/your-council/district-development/kaiapoi-town-centre</u>.

13 BOARD FUNDING UPDATE

13.1 Board Discretionary Grant

Balance as at 30 June 2023: \$7,522.

13.2 General Landscaping Budget

Balance as at 30 June 2023: \$27,370 with a carry forward still to be determined.

14 MEDIA ITEMS

15 QUESTIONS UNDER STANDING ORDERS

16 URGENT GENERAL BUSINESS UNDER STANDING ORDERS

NEXT MEETING

The next meeting of the Kaiapoi-Tuahiwi Community Board will be held at the Ruataniwha Kaiapoi Civic Centre on Monday 21 August 2023 at 4pm.

Workshop

- Town Entrances Tori Stableford (Landscape Architect)- 30mins
- Greenspace Update Grant MacLeod (Greenspace Manager)- 15mins
- Kaiapoi Memorial Reserve Update Vanessa Thompson (Senior Advisor Business and Centres) 20mins
- Members Forum

MINUTES FOR THE MEETING OF THE KAIAPOI-TUAHIWI COMMUNITY BOARD HELD IN THE KAIKANUI ROOM, RUATANIWHA KAIAPOI CIVIC CENTRE, 176 WILLIAMS STREET, KAIAPOI ON MONDAY, 19 JUNE 2023 AT 4PM.

PRESENT

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

IN ATTENDANCE

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

C Brown (Community and Recreation Manager), V Thompson (Senior Advisor Business and Centres), J McBride (Roading and Transport Manager), K Rabe (Governance Advisor), and A Connor (Governance Support Officer).

There were two members of the public present.

1 APOLOGIES

Moved: J Watson

Seconded: T Bartle

THAT an apology for absence be received and sustained from N Atkinson.

CARRIED

2 <u>CONFLICTS OF INTEREST</u>

J Watson noted a conflict of interest for item 6.5. Funding application for All Together Kaiapoi as she is a member of the organisation.

3 <u>CONFIRMATION OF MINUTES</u>

3.1 Minutes of the Kaiapoi-Tuahiwi Community Board – 15 May 2023

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 15 May 2023, as a true and accurate record.

CARRIED

3.2 Matters Arising (From Minutes) Nil.

3.3 <u>Notes of the Kaiapoi-Tuahiwi Community Board Workshop –</u> <u>15 May 2023</u>

Moved: J Watson Seconded: T Blair

THAT the Kaiapoi-Tuahiwi Community Board:

(a) **Receives** the notes of the Kaiapoi-Tuahiwi Community Board Workshop, held on 15 May 2023.

CARRIED

4 DEPUTATIONS AND PRESENTATIONS

Nil.

5 ADJOURNED BUSINESS

5.1 Updated Application to the Kaiapoi-Tuahiwi Community Board's Discretionary Grant Fund 2022/23 from It Takes A Village Hub – K Rabe (Governance Adviser)

K Rabe noted the Board requested further information on the number of bundles being distributed within the ward. It was estimated that 30% of the families the hub assisted were from the Boards area and 45% of the bundles were distributed through their Kaiapoi collection point for North Canterbury. The organisation noted that addresses were not used due to the fast-changing nature of the recipients who were from emergency or temporary housing.

Moved: J Watson

Seconded: T Blair

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** Report No. 230426057825.
- (b) **Approves** a grant of \$500 to It Takes A Village Hub towards the cost of materials to host a sewing bee.

CARRIED

J Watson stated she was happy to support this motion as she believed it was good local community project.

T Blair noted that at this time of rising prices and inflation families needed all the support they could get in keeping their families fed and clothed.

6 <u>REPORTS</u>

6.1 <u>Compulsory Acquisition of Part Lots 20 & 21 DP 139 within the 70 Hilton</u> <u>Street carpark at the Ruataniwha Kaiapoi Civic Centre –</u> V Thompson (Senior Advisor Business and Centres)

V Thompson spoke to the report noting the Council was already using the parking spaces and had been for the last 30 years. It was only recently discovered that the area was not owned by the Council when the EV chargers were being installed. Staff would be investigating to establish if there are any descendants of the original title holder as the documentation was signed 110 years ago.

S Stewart questioned who would be paid if a descendant was not located. V Thompson noted staff were working through options with lawyers and if no descendants were located the Council may be able to acquire the lots through the Public Works Act.

P Redmond asked if these were the same lots discussed during the previous term. V Thompson confirmed they were. The property group dealing with the matter had staffing issues so unfortunately timeline had been out of Councils control. P Redmond noted there was an act under which stated that if someone had occupied land for more than 15 years it could be considered as belonging to you. He suggested staff may like to investigate this option.

Moved: T Bartle

Seconded: R Keetley

THAT the Kaiapoi-Tuahiwi Community Board:

(a) **Receives** Report No. 230606082602.

AND

THAT the Kaiapoi-Tuahiwi Community Board recommends:

THAT the Council:

- (b) **Notes** that the acquisition sought to resolve the underlying land status of Part Lots 20 and 21 DP 139 and bring them under Council ownership in recognition of its current and proposed future use.
- (c) **Notes** the Property Group's preliminary desktop estimate for the combined lots (165 m²) sat within a range from \$45,000 to \$82,000.
- (d) Notes that the three private landowners were first registered on the titles 110 years ago and were deceased. The Council would follow statutory requirements in an attempt to locate any descendants of the deceased.
- (e) **Recommends** that Council acquire Part Lots 20 & 21 DP 139 within the 70 Hilton Street carpark at the Ruataniwha Kaiapoi Civic Centre in accordance with the statutory requirements of the Public Works Act 1981.
- (f) **Recommends** that the land acquisition be funded from the 2023/24 South Mixed Use Business Area budgets (101.781.000.5135 and 101.783.000.5133).
- (g) **Notes** that staff were currently investigating the full costs associated with the acquisitions and would provide this information to the Council in a future report.

CARRIED

T Bartle stated it was common sense to rectify this anomaly.

R Keetley concurred with T Bartle.

6.2 <u>Proposed Roading Capital Works Programme for 2023/24 –</u> <u>J McBride (Roading and Transport Manager)</u>

J McBride stated this report followed on from the March 2023 Board workshop. After feedback from the Board two streets had been added to the programme and were included in year five of the work programme.

B Cairns questioned if the Central Business District was included in this work programme as he had concerns on the condition of the footpaths on Charles Street near the carpark where the Saturday morning Market was located. J McBride replied that this section would be repaired under the maintenance programme. However, the intention was that staff would work with the Developers of the Paris for the Weekend Café upgrade to repair the whole area alongside the building site.

J Watson enquired if the cycle count data for Peraki Street requested at the workshop had been completed. J McBride agreed that she would circulate the data to the Board once it was received.

Moved: J Watson

Seconded: A Blackie

THAT the Kaiapoi-Tuahiwi Community Board:

(a) **Receives** Report No. 230608084132.

AND

THAT the Kaiapoi-Tuahiwi Community Board recommends:

THAT the Utilities and Roading Committee:

- (b) **Approves** the 2023/24 Proposed Roading Capital Works Programme (TRIM No. 230306030136).
- (c) **Authorises** the Roading and Transport Manager to make minor changes to the programme as a result of consultation or technical issues that may arise during the detailed planning phase, provided the approved budgets and levels of service were met, and the changes included in Quarterly Financial reporting.
- (d) **Endorses** the indicative Roading Programme for the 2024/25, 2025/26 and 2026/27 years.

CARRIED

J Watson believed that this matter had been discussed by the Board previously and reflected the feedback given by the Board.

6.3 <u>Amendments to Standing Orders for the Kaiapoi-Tuahiwi Community</u> <u>Board – T Kunkel (Governance Team Leader)</u>

K Rabe took the report as read.

T Bartle sought clarity on item 6.4 of the standing orders regarding decisions made under delegated authority being rescinded or amended. K Rabe clarified that only the body that made the decision could rescind a decision unless the body had been disestablished.

P Redmond stated these standing orders aligned with the stand orders approved by the Council.

Moved: J Watson

Seconded: R Keetley

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** report No. 230606082724.
- (b) **Adopts** the updated Community Boards Standing Orders June 2023 (Trim 230524076131), effective from 20 June 2023.

CARRIED

6.4 <u>Appointment of a New Board Representative to the Waimakariri Access</u> <u>Group – K Rabe (Governance Adviser)</u>

K Rabe spoke to the report noting it was difficult for T Blair to attend meetings during the day that due to her work commitments.

B Cairns stated he was already appointed to the Waimakariri Access Group by the Council and would be able to report back a the Board's behalf. K Rabe noted the Chair of the Access Group was concerned the Kaiapoi-Tuahiwi Ward area was not being represented and due to B Cairns being a Councillor for the Kaiapoi-Woodend Ward this would solve the issue. Moved: J Watson

Seconded: A Blackie

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** report No. 230606082973.
- (b) **Acknowledges** the resignation of Tracey Blair as the Board's representative to the Waimakariri Access Group from 20 June 2023.
- (c) **Approves** the appointment of Board Member B Cairns as the Board's new representative and liaison person to the Waimakariri Access Group, to take immediate effect from 20 June 2023 until the end of the 2022/25 triennial term.
- (d) **Acknowledges** Tracey Blair's service during her time as Board's representative to the Waimakariri Access Group.

CARRIED

J Watson sat back from the table due to a conflict of interest and S Stewart took the Chair.

6.5 <u>Applications to the Kaiapoi-Tuahiwi Community Board's Discretionary</u> <u>Grant Fund 2022/23 – K Rabe (Governance Adviser)</u>

Moved: S Stewart

Seconded: A Blackie

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) Receives Report No. 230517071119.
- (b) **Approves** a grant of \$500 to All Together Kaiapoi for the purchase of corflute signs to promote the 'Celebrate Matariki in Kaiapoi' event.

CARRIED

Moved: A Blackie

Seconded: R Keetley

(c) **Approves** a grant of \$500 to the Allstars Marching Teams towards the cost of hosting a training camp.

CARRIED

J Watson resumed the Chair.

7 <u>CORRESPONDENCE</u>

Nil.

8 CHAIRPERSON'S REPORT

8.1 Chairperson's Report for June 2023

Moved: J Watson

Seconded: T Bartle

THAT the Kaiapoi-Tuahiwi Community Board:

(a) **Receives** the report (Trim: 230613086674) from the Kaiapoi-Tuahiwi Community Board Chairperson.

CARRIED

9 MATTERS REFERRED FOR INFORMATION

- 9.1 Oxford-Ohoka Community Board Meeting Minutes 3 May 2023.
- 9.2 Rangiora-Ashley Community Board Meeting Minutes 8 May 2023.
- 9.3 <u>Woodend-Sefton Community Board Meeting Minutes 10 May 2023.</u>
- 9.4 <u>Spraying and Chemical Usage Waterways and Roading Spraying</u> <u>Information – Report to Water Zone Committee meeting 6 March 2023 –</u> <u>Circulates to all Boards.</u>
- 9.5 <u>Waimakariri District Council Bylaw and Policy Review Programme– Report to</u> <u>Council meeting 2 May 2023 – Circulates to all Boards.</u>
- 9.6 <u>Three Waters Transition: Scope of Property Transfer– Report to Council</u> meeting 2 May 2023 – Circulates to all Boards.
- 9.7 <u>Voting Method and Representation Review for 2025 Election Report to</u> <u>Council meeting 2 May 2023 – Circulates to all Boards.</u>
- 9.8 <u>Health, Safety and Wellbeing Report April 2023 Report to Council meeting</u> <u>2 May 2023 Circulates to all Boards.</u>
- 9.9 <u>Update of Standing Orders for Council, Cttees, Sub-Cttees Joint Cttees and</u> <u>Hearings– Report to Council Extraordinary meeting 16 May 2023 – Circulates</u> <u>to all Boards.</u>
- 9.10 <u>Aquatics May Update Report to Community and Recreation Committee</u> meeting 23 May 2023 – Circulates to all Boards.
- 9.11 <u>Libraries update to May 11, 2023– Report to Community and Recreation</u> <u>Committee meeting 23 May 2023 – Circulates to all Boards.</u>
- 9.12 <u>Water Quality and Compliance Annual Report 2021-22 Report to Utilities</u> and Roading Committee meeting 23 May 2023 – Circulates to all Boards.
- 9.13 <u>On-Demand UV Disinfection headworks site configurations Report to</u> <u>Utilities and Roading Committee meeting 23 May 2023 – Circulates to all</u> <u>Boards.</u>
- 9.14 <u>Health, Safety and Wellbeing Report May 2023 Report to Council meeting</u> <u>6 June 2023 – Circulates to all Boards.</u>
- 9.15 <u>Submission: Electric Vehicle Charging Infrastructure Strategy– Report to</u> <u>Council meeting 6 June 2023 – Circulates to all Boards.</u>
- 9.16 <u>Customer Satisfaction Survey 2022</u>– Report to Council meeting <u>6 June 2023 Circulates to all Boards.</u>
- 9.17 <u>Establishment of a Promotions Associations Review Working Group Report</u> to Council meeting 6 June 2023 – Circulates to all Boards.
- 9.18 <u>Draft Road Reserve Management Policy Report to Council meeting</u> <u>6 June 2023 – Circulates to all Boards.</u>

Moved: J Watson

Seconded: R Keetley

THAT the Kaiapoi-Tuahiwi Community Board

(a) **Receives** the information in Items 9.1 to 9.18.

CARRIED

10 MEMBERS' INFORMATION EXCHANGE

<u>T Bartle</u>

- Attended North Canterbury Neighbourhood Support meeting.
- Attended On Track Training hosted by the Council's Community Team which assisted small local groups and non-profits with governance management. It was very educational.
- Attended the Central and Clarkville Drainage Advisory Board meetings. They had growing concerns with later frosts resulting in greater vegetation growth in the drains.

<u>A Blackie</u>

- Spoke on Radio New Zealand National panel regarding boats on the Kaiapoi River. Deputy Harbour Master was going to put three five knot buoys in the river which hopefully would prevent vandalism which was occurring on the signs on the bank. He was also prepared to start fining for safety violations and excessive speeding. Environment Canterbury had been funding a local resident to monitor the boat ramps for many years which the Council was unaware of until recently.
- Te Kohaka o Tuhaitara Trust had appointed a new General Manager who would start in late July 2023. The sections for rent in Kairaki had been put on hold for several reasons. This would continue to progress once the new General Manager was in place. Mahinga Kai stage two was almost complete.
- Attended Silverstream planting day where 1,000 trees were planted.
- Kaiapoi Regeneration Plan won another award for Council/Community Relations.

<u>T Blair</u>

- Attended Sovereign Palms CCTV meeting which was well supported by residents.
- Attended Good Street opening.
- Attended the Craft Market at the Working Mens Club which was very well attended and had amazing stalls.
- The Darnley Club had one friend turn 100 years old.
- The food caravan in Kaiapoi was going to start selling dinner on Monday to Wednesday nights.

Philip Redmond

- Attended Chief Executive interviews.
- Attended Property Portfolio Working Group
- Attended Extraordinary Council meeting.
- Attended workshop regarding the United Nations 2030 agenda. Sustainable Development Goals were non-binding however some saw this as supporting Local Government New Zealand (LGNZ), World Health Organisation (WHO) climate change, globalisation, World Economic Forum (WEF), One World Government, 15-minute cities and loss of individual freedoms.
- Attended North Canterbury Sport and Recreation Trust (NCSRT) meeting.
- Attended Solar Power meeting for effected residents. No applications had been received currently and residents were advised on the process.
- Attended Kaiapoi Historical Society Annual General Meeting. The Kaiapoi blanket had been stolen. Was caught on CCTV and number plate was provided to the police.
- Attended Citizenship Ceremony.
- Attended Utilities and Roading and Community and Recreation Committees meetings.
- Attended LGNZ Sectors Together meeting in Wellington.

- Attended Good Street re-launch.
- Attended District Licensing Committee training.
- Attended Annual Plan Deliberations.
- Attended All Boards briefing.
- Attended Stalkers Road drainage meeting.
- Attended Cones Road drainage meeting.
- Attended Clarkville Rural drainage meeting.
- Attended Kaiapoi Promotions Association Fundraiser Quiz. 450 people in attendance along with Shaun Wallace, the Dark Destroyer, from the Chase.
- Attended Ship Nails and Tail Feathers opening at Christchurch Art Gallery.
- Unsealed roads were being audited. Transport choices programme consultation was on hold. All bridges had signage checked. Were preparing for frosts and the Butchers Road culvert was opened.

<u>B Cairns</u>

- Creative Market was held for the first time at the Kaiapoi Club. Had 60-70 stalls with a further 10-20 stall holders on the waiting list.
- 120 residents attended the Sovereign Palms CCTV community meeting. From this another two meetings were being organised for Silverstream and Pegasus.
- Kaiapoi Promotions Association Chase quiz event was well run and attended.
- All together Kaiapoi was holding a Matariki event in Norman Kirk Park. Was a first for this location that included accessibility parking, many stall holders and expected numbers attending were to be high.
- Aotearoa Food Rescue alliance members visited the Kaiapoi Food Forest.
- North Canterbury Neighbourhood Support was growing quickly and had 120 new sign ups.
- Attended Civil Defence event at Kaiapoi High School. Was well run and several residents came and got involved.
- North Canterbury Inclusive Sports Festival was on 29 September 2023 at MainPower Stadium.

S Stewart

- Alongside Dr Bex Dollery visited Kaiapoi East Residents Association to look at their planting. Had 1,500 plants growing well.
- Kaiapoi Croquet Club had concerns and were wanting funding support from the Council. Recommended they put in a submission to the Annual Plan however they missed the deadline and were looking at applying to the Long Term Plan.
- Attended Biodiversity Working Group meeting. Were considering starting an annual Waimakariri Environmental Awards. Draft version of Keeping Your Lifestyle Block in Tip Top Condition flyer.
- Received letter from Environment Canterbury stating the Cam River Stopbank had not been funded by the Government. It was unclear what would happen moving forward but the result has meant the Arohatia Te Awa planting was on hold.
- Patchina's Walkway way under way.

R Keetley

- Attended Patchina's Walkway Sub-committee meeting which had been successful.
- Attend Historical Society Annual General Meeting. Was very well attended.

11 CONSULTATION PROJECTS

There are currently no consultations.

12 **REGENERATION PROJECTS**

12.1 Town Centre, Kaiapoi

Updates on the Kaiapoi Town Centre projects are emailed regularly to Board members. These updates can be accessed using the link below: <u>http://www.waimakariri.govt.nz/your-council/district-development/kaiapoi-town-centre</u>.

13 BOARD FUNDING UPDATE

13.1 Board Discretionary Grant

Balance as at 31 May 2023: \$3,132.

13.2 General Landscaping Budget

Balance as at 31 May 2023: \$49,490.

14 MEDIA ITEMS

15 QUESTIONS UNDER STANDING ORDERS

16 URGENT GENERAL BUSINESS UNDER STANDING ORDERS

NEXT MEETING

The next meeting of the Kaiapoi-Tuahiwi Community Board will be held at the Ruataniwha Kaiapoi Civic Centre on Monday 17 July 2023 at 4pm.

THERE BEING NO FURTHER BUSINESS THE MEETING CONCLUDED AT 4.41PM. CONFIRMED

Chairperson

Date

<u>Workshop</u>

- Discretionary Grant Review Kay Rabe (Governance Advisor)- 30mins
- Members Forum

A Discussion with J Caygill from Waka Kotahi will follow directly after the Board meeting.

NOTES OF A WORKSHOP OF THE KAIAPOI-TUAHIWI COMMUNITY BOARD HELD IN THE KAIKANUI ROOM, RUATANIWHA KAIAPOI CIVIC CENTRE, ON MONDAY 19 JUNE 2023 AT 4.41 PM.

PRESENT

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

IN ATTENDANCE

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

J Caygill (Waka Kotahi Director Regional Relationships)

C Brown (Community and Recreation Manager), K Rabe (Governance Advisor), and A Connor (Governance Support Officer).

APOLOGIES

N Atkinson.

1. WAKA KOTAHI, STATE HIGHWAY MAINTENANCE – J Caygill (Director Regional Relationships).

Key points:

 Motorway over bridges were overgrown with weeds. Over bridges were the main entrances to Kaiapoi and required better maintenance.

Questions/Issues

- Could anything be done about this? Was a common complaint however Waka Kotahi were not funded to keep things looking nice. Their main focus was to maintain public structures and public safety. The cost in the greater scheme of things was not much to maintain these areas. Waka Kotahi was reviewing the way maintenance contracts were looked after.
- All that was needed was the right plants that would result in weeds not growing.
- Could Waimakariri District Council take over the maintenance contract? As long as was not putting the Council out of pocket Waka Kotahi felt that was a good solution.
- When did the maintenance contract renew? Unsure of exact date however were trying to alter the structure nation wide within the next two years.
- How much did the Traffic Management Plan erode the maintenance cost? Was not aware of the dollar amount however were transitioning the temporary traffic management framework.
- Was there any update on the blending of cycleways at the Pineacres intersection? Was a very difficult intersection with no obvious solution. Any proposals out at the moment had their own issues. All conversations were live and ongoing.
- Was left in, Left out a serious option for that intersection also? Was an option but not the main option. It did come with community severance that needed to be considered.
- What was Waka Kotahi's policy on advertising along State Highways? Advertising along State Highways was largely governed by the District Plan of the District the State Highway ran through however there were rules around signage not being an undue distraction.
- Was land use consent from Waka Kotahi needed if the signage was on Waka Kotahi land? Waka Kotahi may give permission, but Council would still be the consent authority under the District Plan.

2. DISCRETIONARY GRANT REVIEW – K Rabe (Governance Advisor).

Key points:

Questions/Issues

- Would not get much for \$500 these days given inflation.
- \$1000 maximum would halve the number of applications able to be given.
- \$750 would allow for more applications to be considered while still granting a higher amount of money.
- Did the Council have a pool of funds for all the Boards which was then distributed based on the population formula?

Was currently allocated based on \$1.50 per person in the area meaning the Board could put in a submission to the Long Term Plan asking to increase that amount.

- There were many groups currently who were not incorporated societies and were unable to apply for funding.
- State would generally only accept applications from incorporated societies etc. The Board knows the groups in its community and would decide based on the merits of the application.
- Some groups have had trouble being able to supply audited balance sheet. Need to supply enough financial information to justify granting money otherwise merits of the application are unknown. Submit bank statement or balance summary sheet.
- Accountability form needs to ask for proof of purchase in form of receipt or bank statement. Provide photos of complete grant with permission for the Board to use on social media and advertising for grants.

3. MEMBERS' FORUM

Nil.

THERE BEING NO FURTHER BUSINESS THE WORKSHOP CONCLUDED AT 5.18PM.

WAIMAKARIRI DISTRICT COUNCIL

REPORT FOR DECISION

FILE NO and TRIM NO:	RDG-28 / 230614088078	
REPORT TO:	KAIAPOI-TUAHIWI COMMUNITY BOARD	
DATE OF MEETING:	17 July 2023	
AUTHOR:	Shane Binder, Senior Transportation Engineer Joanne McBride, Roading and Transport Manager	
SUBJECT:	Request approval of No-Stopping Restrictions in Heywards Road	
ENDORSED BY: (for Reports to Council, Committees or Boards)	General Manager Chief Executive	

1. <u>SUMMARY</u>

- 1.1. This report seeks approval to install no-stopping restrictions on the east side of Heywards Road from the intersection of Tram Road, for 125m to the south, joining up with the existing no stopping outside of the Clarkville Community Hall and Playcentre and extending to opposite the southern driveway of the school.
- 1.2. Staff received a request for no stopping from Clarkville Hall, following concerns being raised about cars stopping out into the moving lane to either pick up or drop off children going to Clarkville School.
- 1.3. This is a busy area and with an increasing role, there are increasing movements around school drop off and pick up times. There are also activities at the Community Hall and the school also utilises the hall for certain activities. As such it is important that there is good visibility around the school crossing point so this can operate safely.
- 1.4. Due to these safety concerns, it is recommended that stopping is prohibited at this location with markings and signs to reinforce that this area is not suitable for pick up and drop off.
- 1.5. Further to the installation of the proposed no stopping, staff will continue to work with the school and investigate options to improve safety around the school crossing point and the entry to the hall carpark. This would likely include physical changes and as such a concept design will need to be developed and budget allocated to carry out works.

2. **RECOMMENDATION**

THAT the Kaiapoi-Tuahiwi Community Board:

(a) **Receives** Report No. 230614088078.

AND RECOMMENDS

THAT the Utilities and Roading Committee:

- (b) **Approves** installation of the following no-stopping restriction:
 - i. On the east side of Heywards Road from the intersection of Tram Road for 125m, to the south of the Clarkville Community Hall.

3. BACKGROUND

3.1. Haywards Road is a local road in Clarkville that connects from Tram Road southwest to South Eyre Road, through an area with a high number of rural lifestyle blocks and agricultural land.

- 3.2. The Clarkville Hall and Clarkville School are at the northern end of the road, very close to the intersection with Tram Road. Heywards Road generally has a 6.5m carriageway width but it widens to 12.0m in the vicinity of the School and Hall.
- 3.3. Tram Road has a post speed of 80km/h and while there are school permanent warning signs in place and "School" marked on the road, speed from vehicles entering Heywards Road can be higher than desirable.
- 3.4. Clarkville School has a small off-road carpark for some staff and has on-road angled car parks for parents, visitors, and bus parking along the frontage on the western side of Heywards Road, starting about 40m south of the Tram Road intersection. A large, unmarked carpark also exists on the east side of Heywards Road, in front of Clarkville Community Hall. This carpark is owned by the Clarkville Community Hall, however, is also used for drop off and pick up for the school.
- 3.5. A crossing point in the middle of the carpark is used as a crossing point by the school during school drop-off and pick-up.
- 3.6. Most staff, parents, and students commute to Clarkville School by car due to its location. During school drop-off and pick-up, parents will use parking on both sides of Heywards Road, including the Clarkville Community Hall carpark. The vicinity of Clarkville School and Hall is shown on the next pages in Figures One and Two.
- 3.7. The school also utilises the Clarkville Community Hall, fields, and tennis courts during school times and therefore children will be crossing outside of pick up and drop off times.



3.8. Figure One: Locations of proposed no-stopping sites

3.9. Figure Two: Clarkville School and Hall vicinity



4. ISSUES AND OPTIONS

- 4.1. Staff have been made approached by the Clarkville Community Hall president and have met on site to discuss safety concerns in relation to parking activity in areas where there is insufficient width to safely park. This is resulting in cars parked into the moving lane when dropping off or picking up children from school.
- 4.2. Due to these safety concerns, it is recommended that stopping is prohibited at this location. It is noted that this recommended no-stopping length includes portions of existing nostopping restrictions in front of the Hall carpark, so as to provide one cohesive length of no stopping along the frontage.
- 4.3. There is an opportunity to consider further safety improvements in this area. This could include options to improve safety around the school crossing point and the entry to the hall carpark.
- 4.4. Staff will continue to work with the school and the Clarkville Community Hall to investigate options. Any physical changes would first need consideration of design and budget to be allocated to carry out works. As such this will take time to work through.

Implications for Community Wellbeing

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

The proposed no stopping installation provides safety improvements around the Clarkville Community Hall and the Clarkville School.

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

5. <u>COMMUNITY VIEWS</u>

5.1. Mana whenua

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

5.2. **Groups and Organisations**

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

Members of the Clarkville Community Hall Committee and Clarkville Playcentre have met with staff to discuss concerns around safety along with other site-specific issues. Staff have also contacted the school and advised that a report is being taken to the Community Board on this issue.

5.3. Wider Community

The wider community is not likely to be affected by, or to have an interest in the subject matter of this report; the impacts of roadside management are considered to be localised and minor in nature. It is noted that no public consultation has been carried out with any adjacent residents or the wider community.

6. OTHER IMPLICATIONS AND RISK MANAGEMENT

6.1. **Financial Implications**

There are financial implications of the decisions sought by this report. Installation of nostopping road markings, no stopping signs and a sight rail will be carried out through the Road Maintenance contract from maintenance budgets and is estimated to cost approximately \$600.

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

6.2. Sustainability and Climate Change Impacts

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

6.3 Risk Management

If the no-stopping restriction is implemented as recommended in this report, there is a minor risk that it may not be sufficient to fully address behavioural issues which are occurring outside the school gate. Staff will also discuss concerns with the Police and work with the school to see if messaging can be put into the school newsletter.

6.3 Health and Safety

There are minor health and safety risks arising from the adoption/implementation of the recommendations in this report. Physical works will be undertaken through the Road Maintenance contract. The Road Maintenance contractor has a Health & Safety Plan and a SiteWise score of 100.

7. <u>CONTEXT</u>

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

Section 2 of the Land Transport Rule: Traffic Control Devices requires a Road Controlling Authority to "authorise and, as appropriate, install or operate traffic control devices."

7.3. Consistency with Community Outcomes

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

There is a safe environment for all

- Harm to people from natural and man-made hazards is minimised.
- Our district has the capacity and resilience to quickly recover from natural disasters and adapt to the effects of climate change.
- Crime, injury and harm from road crashes, gambling, and alcohol abuse are minimised.

Transport is accessible, convenient, reliable and sustainable

- The standard of our District's roads is keeping pace with increasing traffic numbers.
- Communities in our District are well linked with each other, and Christchurch is readily accessible by a range of transport modes.

7.4. Authorising Delegations

The Community Board has the delegated authority to approve traffic controls (Give Ways or Stop controls) and constraint measures on streets.

The Utilities and Roading Committee is responsible for roading and transportation activities, including road safety, multimodal transportation, and traffic controls.

WAIMAKARIRI DISTRICT COUNCIL

REPORT FOR DECISION

FILE NO and TRIM NO:	RGN -05-24/230705100909
REPORT TO:	Kaiapoi Tuahiwi Community Board
DATE OF MEETING:	17 th July 2023
AUTHOR(S):	Martin McGregor, Senior Advisor Community, and Recreation
SUBJECT:	Ground Lease Kaiapoi Croquet Club
ENDORSED BY: (for Reports to Council, Committees or Boards)	General Manager Chief Executive

1. <u>SUMMARY</u>

- 1.1 This report is to seek approval from the Kaiapoi Tuahiwi Community Board for the awarding of a ground lease to the Kaiapoi Croquet Club (Croquet Club) at the Kaiapoi Community Hub located in the Kaiapoi South Regeneration Area at 38 Charters Street (New Site).
- 1.2 The Lease will form part of the Sale and Purchase Agreement for the acquisition of the Current site of the Croquet Club at 8c and 10c Revell Street, Kaiapoi by the Council. This site is being acquired in exchange for the construction of two fenced croquet lawns, including a vehicle entrance, at the new site, the awarding of a long-term land lease will be a condition of the settlement of the Sale and Purchase Agreement.
- 1.3 As the lease will form part of the Sale and Purchase Agreement this will need to be approved by Council in a separate report before it can be executed. This report is seeking Community Board approval for the lease component of the agreement before it is presented to the Council for approval.
- 1.4 Staff have engaged with the Croquet Club regarding the terms and conditions of the draft lease and have worked with them to resolve issues and answer questions. The Croquet Club is happy to progress with the draft lease subject to independent legal advice and the conclusion of the sale and purchase process.
- 1.5 The proposed lease agreement is for a term of 30 years for an annual rent of \$1. This is the maximum lease length available under the new site's current land classification.

Attachments:

i. Draft Lease Kaiapoi Croquet Club Incorporated, Kaiapoi Community Hub July 2023 (Trim: 230706101691)

2. <u>RECOMMENDATION</u>

THAT the Kaiapoi Tuahiwi Community Board

(a) **Receives** report No. 230705100909.

- (b) **Approves** the awarding of a ground lease to the Kaiapoi Croquet Club at the Kaiapoi Community Hub located at 38 Charters Street for a term of 30 years.
- (c) **Notes** the lease fee will only be paid if requested (\$1.00 per annum).
- (d) Notes The lease agreement will be a condition of the Sale and Purchase Agreement for the acquisition of the Croquet Clubs' current site located at 8c and 10c Revell Street Kaiapoi.
- (e) **Notes** the delegation for the approval of the Sale and Purchase agreement sits with the Council. This approval will be sought in a separate report which will include the approval of the Community Board for the awarding of the ground lease.
- (f) **Notes** that a 30-year term is the maximum term possible under the current land classification of the leased site and there will be review periods within the lease terms. This is likely to be a three yearly rental review.

3. BACKGROUND

- 3.1 The Croquet Club owns its current site where it has been located since 1905. The Croquet Club's amenities suffered significant damage in the Canterbury Earthquakes and given its proximately to the Kaiapoi River the lawns and buildings suffer from persistent flooding. This current site does not provide the Croquet Club with a high visual profile and does not afford them space to operate the programs and events required to grow their Club. It is not considered feasible for the Croquet Club to remain at this location long-term.
- 3.2 The Kaiapoi Community Hub will be located in the Kaiapoi South Regeneration Area at 38 Charters Street, Kaiapoi. This site is to the west of Courtenay Drive and south of Charters Street. Community consultation was undertaken during 2021 and resource consent was granted for the development of the site in August 2022. Staff and stakeholders have been developing the master plan for the site over the last several months with a detailed design of the car parking and Croquet surfaces almost complete. It is hoped that a tender process for the construction of the new lawns and car parking areas will be undertaken in July.
- 3.3 There are currently three groups committed to building facilities at the Kaiapoi Community Hub, these include the Kaiapoi Croquet Club, Kaiapoi Menz Shed and Satisfy Food Rescue. Kaiapoi Menz Shed and Satisfy Food Rescue have in recent months established the Kaiapoi Community Hub Trust. The Trust has been established to generate more funding opportunities for the building of their facilities, share resources, and to play an ongoing role in the activation of the site and the provision of programs and facilities to the Kaiapoi Community.
- 3.4 The Croquet Club was initially also interested in being part of the Trust but in early 2022 indicated that this was no longer their preference, and they also did not wish to be located at the New Site. Council staff continued to work with the Croquet Club on alternative options and went through the process of assessing other possible sites. At the conclusion of this process, it was concluded that the New Site was the best location and the Croquet Club recommitted to locating at the New Site, however, would remain outside the Trust. The Croquet Club has now been working closely with staff for several months planning their move to the New Site.

4. ISSUES AND OPTIONS

4.1. The lease term over the New Site for the Club has been set at 30 years, as this is the maximum that is allowed under the current land classification. In order to give the Croquet Club as much confidence as possible, the lease indicates that Council may consider a future term. It is not possible to indicate a right of renewal in the agreement without then creating a lease beyond the maximum term. The risk of the land use changing in the future is very low, this is the most security we are able to offer the Croquet Club at this time.

Indicative leased area:



- 4.2. The construction of two lawns at the New Site is adequate to meet the Croquet Club's current needs and for the short term. It is anticipated that the Club with an increased profile and high-quality facilities will grow at the New Site. The Croquet Club has aspirations to have four lawns located at the New Site as soon as possible. For this reason, adequate space for four lawns has been included in the area and the fence line will also reflect this. This will leave part of the site undeveloped inside the fence line until such time as the new lawns are constructed. The Croquet Club will need further Council approval for any further lawns that are proposed for construction at the site that are beyond the two included in the agreement.
- 4.3. In order for The Croquet Club to move from their current location they require the lawns to be completed along with their equipment storage shed. It is the Croquet Club's responsibility to fund and manage the construction of the equipment shed. In order to minimize disruption to their club activities and to enable a smooth transition, the lease agreement will commence prior to the settlement of the Sale and Purchase to allow them access to the site for the construction of their shed. It is hoped that the Croquet Club will be in a position to shift to its new location in the autumn of 2024.
- 4.4. Should the board not approve the awarding of this lease and/or the Sale and Purchase Agreement is not approved by Council, this will delay the construction of the new Croquet lawns and the moving of the Croquet Club until such times as these processes are complete.

Implications for Community Wellbeing

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

Social connection and regular physical activity is an important component in the well-being of older adults. The Croquet Club provides activities that directly contribute to these two components. The current site of the Croquet Club places limitations on the club in terms of its profile and capacity to grow these activities. It is anticipated that with an increased profile at the New Site and with space for expansion to four lawns in the future that this impact will grow.

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

5. <u>COMMUNITY VIEWS</u>

5.1. Mana whenua

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

Consultation regarding the master plan for the Community Hub was undertaken with the community in late 2021, the locating of the Croquet Club at this site and in this location is in line with this consultation.

5.2. **Groups and Organisations**

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

The locating of the Croquet Club at the Kaiapoi Community Hub will be of interest to a number of groups. The Trust will have an interest as the Club is an important anchor tenant of the New Site and will generate activity and vibrancy at the New Site.

With the Club no longer located at the Current Site this will provide opportunities for Kaiapoi River users to have better access to the water's edge and recreation users to have better access to this area of Murphy Park.

Interested Parties:

- Satisfy Food Rescue
- Kaiapoi Mens Shed
- Kaiapoi Community Hub Trust
- Whaka ama recreational groups.
- Aroaki Dragon Boat Association
- St Margarets College Rowing
- Northern Bulldogs Rugby League

5.3. Wider Community

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

Consultation regarding the master plan for the Community Hub was undertaken with the community in late 2021, the locating of the Croquet Club at this site and in this location is in line with this consultation.

The approval to award a ground lease will signal progress in the shifting of the Croquet Club which has been located at its current site for 105 years.

6. OTHER IMPLICATIONS AND RISK MANAGEMENT

6.1. **Financial Implications**

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

Under the Sale and Purchase Agreement Council will be paying for the construction of the lawns in exchange for the Croquet Clubs' current site. This will be detailed in the report to Council relating to the Sale and Purchase Agreement.

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.

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

Health and Safety

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

7. <u>CONTEXT</u>

7.1. **Consistency with Policy**

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

7.2. Authorising Legislation

Local Government Act.

7.3 **Consistency with Community Outcomes**

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

Public spaces and facilities are plentiful, accessible and high quality, and reflect cultural identity.

- There is a wide variety of public places and spaces to meet people's needs.
- There are wide-ranging opportunities for people to enjoy the outdoors.
- The accessibility of community and recreation facilities meets the changing needs of our community.

There is a strong sense of community within our District.

• There are wide-ranging opportunities for people of different ages, abilities and cultures to participate in community life and recreational and cultural activities.

People's needs for mental and physical health and social services are met.

• There are wide-ranging opportunities to support people's physical health and social and cultural well-being.

7.4 Authorising Delegations

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

WAIMAKARIRI DISTRICT COUNCIL ("Landlord")

and

KAIAPOI CROQUET CLUB INCORPORATED ("Tenant")

DEED OF LEASE FOR KAIAPOI CROQUET CLUB COURTNEY DRIVE, KAIAPOI



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Dated the

day of

32

2023

PARTIES

- 1. WAIMAKARIRI DISTRICT COUNCIL ("Landlord")
- 2. KAIAPOI CROQUET CLUB INCORPORATED ("Tenant")

BACKGROUND

- A The Landlord is the registered owner of the property located at Courtney Drive, Kaiapoi being the Land described in the Particulars of Lease.
- B The Landlord wishes to grant to the Tenant a lease in respect of the Premises and the Tenant wishes to take a lease of the Premises on the terms and conditions contained herein.
- C In consideration of the Landlord agreeing to grant this Lease to the Tenant, the Guarantor (if any) has agreed to give a guarantee and indemnity on the terms set out in this Lease.

Land	The land situated at Courtney Drive, Kaiapoi being Section 2 Survey Office Plan 523342 and Lot 1-2 Deposited Plan 605080 and Lot 199-199 Deposited Plan 82951 and Lot 158-160, 162-164, 167-182 Deposited Plan 80840 and Lot 111-135, 137 Deposited Plan 77440 and Lot 1-2 Deposited Plan 80993 contained in Record of Title 860271.	
Premises	Means that part of the Land shown edged red on the Plan and being approximately [Area] in size.	
Initial Term of Lease	Thirty (30) years.	
Rights of Renewal	Refer to clause 5 of Schedule A.	
Commencement Date		
Final Expiry Date		
Annual Rent	\$1.00 plus GST per annum, payable annually in advance (if demanded).	
Rent Review Dates	Not applicable.	
Permitted Use	Solely for the purposes associated with the activities of the Kaiapoi Croquet Club Incorporated.	
Minimum Public Risk Insurance	\$1,000,000 – refer clause 13.2 of Schedule A.	

PARTICULARS OF LEASE

Default Interest Rate	14% per annum		
Landlord's Address	C/- The Chief Executive Officer		
	Waimakariri District Council		
	Private Bag 1005		
	Rangiora 7440		
Tenant's Address	C/- Johanna Hilton-Allen		
	27a Peraki Street		
	Kaiapoi 7630		
Tenant's contact e-mail address			
Tenant's contact mobile phone number			
Included Outgoings	(1) Rates or levies payable to any local or territorial authority;		
	(2) Any costs in relation to cleaning, maintenance and repair charges for which the Landlord is responsible under this Lease; and		
	(3) The Landlord's management costs in relation to this Lease including preparation of invoices, routine inspections, and arranging repairs which are the responsibility of the Landlord.		
Excluded Outgoings	(1) Rubbish collection and recycling charges;		
	(2) Fire and Emergency New Zealand charges and the maintenance charges in respect of all fire detection and fire- fighting equipment;		
	 (3) Charges for water, gas, electricity, telecommunications and other utilities or services, including line charges; 		
	(4) Any insurance excess in respect of a claim; and		
	(5) Insurance premiums and related valuation fees (if any) (and the Tenant will be liable for payment of insurance premiums as required under clause 13).		
Additional Terms or Conditions	(1) In addition to the Tenant's general maintenance obligations under clause 7 of Schedule A of this Lease the Tenant must at its cost maintain all Improvements in a good condition, including but not limited to the Tenant's Improvements, and all fences, gates, drains and any other improvements situated in or on the Premises or around the boundaries of the Premises as at the Commencement Date.		

The Parties Agree

By this Deed of Lease the Landlord leases to the Tenant and the Tenant takes on lease the Premises specified in the Particulars of Lease 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 the Schedules to this Lease **AND** the Landlord and Tenant acknowledge that all such Schedules form part of this Lease.

Executed as a deed:

SIGNED for and on beh WAIMAKARIRI DISTRIC by its Authorised Offic	CT COUNCIL	
Name of Authorised Of	fficer	Signature of Authorised Officer
in the presence of:		
WITNESS:		
Signature:		
Name:		
Occupation:		
Residential Address:		
the prior authority of I Incorporated):	atory (having obtained) Kaiapoi Croquet Club))	
Name of Authorised Si	gnatory	Signature of Authorised Signatory
Role of Authorised Sigr	natory	
in the presence of:		
WITNESS:		
Signature:		
Name:		
Occupation:		
Residential Address:		

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 Tenant's exercise of any right to renew this Lease;

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

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

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

"Default Interest Rate" means the Default Interest Rate specified in the Particulars of Lease;

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

"Goods and Services Tax" and "GST" means tax levied under theGoods 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 the Landlord's or Tenant's property situated in, or on the Premises and includes the Tenant's Improvements and all other buildings, structures and improvements and all equipment and plant;

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

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

"Land" means the land described in the Particulars of Lease;

"Landlord" means the person specified as the Landlord in the Particulars of Lease and includes the Landlord's assigns and the Landlord's employees, contractors and agents;

"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;

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

"Plan" means the plan attached as Schedule B;

"**Premises**" means the premises described in the Particulars of Lease and includes any Improvements on the Premises owned by the Landlord (if any) but excludes the Tenant's Improvements;

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

"Rights of Renewal" means the Rights of Renewal prescribed in the Particulars of Lease;

"Tenant" includes the Tenant's executors, administrators or successors and permitted assigns or subtenants or licensees of the Tenant and, where not repugnant to the context, the servants and agents of the Tenant;

"Tenant's Improvements" means the Tenant'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 Tenant, including the croquet club lawns and associated services which shall be built at the cost of the Landlord but owned by the Tenant, and, where not repugnant to the context, includes any alterations or additions to any structures, buildings or Improvements made by the Tenant;

"Tenant's Works" shall have the meaning given to that term in clause 10.7;

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

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

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

- 1.10. 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 Tenant will pay the Annual Rent due under this Lease to the Landlord (or as the Landlord may in writing otherwise direct) (if demanded) and without any deduction or set-off howsoever.
- 2.2. The Annual Rent shall be paid annually in advance (if demanded) 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 the Landlord may from time to time direct.

3. OUTGOINGS AND PAYMENTS

- 3.1. The Tenant has no liability for the Included Outgoings. Provision for the costs of such Included Outgoings is included in the Annual Rent.
- 3.2. The Tenant must on demand by the Landlord pay the Excluded Outgoings without deduction or set-off. If any Excluded Outgoing is not separately assessed on or charged to the Premises, the Tenant 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 the Landlord and the Tenant.
- 3.3. The Tenant 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 Tenant 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. There are no rent review provisions included in this Lease.

5. RIGHTS OF RENEWAL

- 5.1. Whilst the Tenant is not entitled to a renewed lease term, the Landlord may be willing to grant a further lease term to the Tenant if the Landlord is satisfied, in its sole discretion, that:
 - (a) the Tenant has complied with the terms and conditions of this Lease during the

Initial Term; and

(b) there is sufficient need in the community for a Croquet club and it is in the public interest to use the Premises for a Croquet club for a further lease term taking into account the alternative potential uses of the Premises for the benefit of the community at that time.

6. HOLDING OVER

If, other than under a renewal of this Lease or the grant of a further lease, the Landlord permits the Tenant to remain in occupation of the Premises after the end or earlier termination of the Term, the Tenant 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 Tenant will at all times maintain, repair, redecorate, replace, renew and keep the Tenant'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 Tenant shall from time to time replace or renew any of the Tenant'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 Tenant's Improvements having been replaced or renewed during the Term then the Tenant 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 Tenant 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;
 - (e) maintain in a good and useable condition any septic tank on the Premises and not less than every five (5) years ensure that any septic tank is pumped out and provide evidence of such to the Landlord; and
 - (f) 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. The Landlord reserves the right to repair, maintain and upgrade all existing drainage pipes or other drainage works on the Premises provided that the Tenant remains liable to maintain the drains and ditches as provided in clause 7.2(f).

8. CAPACITY

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

9. TENANT'S USE OF PREMISES

- 9.1. Subject to this clause 9, the Tenant must only use the Premises for the Permitted Use.
- 9.2. The Tenant 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 Tenant in a reasonable manner will not of itself be a breach of this clause;
 - (b) not affix any signs (other than temporary signs (to be displayed for not more than [4 weeks]), advertising specific events occurring on the Premises) without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed);
 - (c) ensure that any signage on the Premises complies with any applicable laws, regulations and bylaws;
 - (d) keep the Premises clean, tidy, and free of all waste, rubbish, pest infestations, noxious weeds and noxious vermin;
 - (e) 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;
 - (f) not permit, allow or suffer the Premises and Improvements being used for the purposes of accommodation;
 - (g) not cause any contamination of the Premises and must rectify to the Landlord's reasonable satisfaction any contamination of the Premises arising after the Commencement Date;
 - (h) not obstruct access ways or common areas and parking is to be in nominated areas only;
 - (i) not cut, damage or remove existing trees or shrubs, or plant any new trees or shrubs without the consent of the Landlord;
 - (j) 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 the Landlord, but in any event, only where the Tenant takes all reasonable steps to ensure that such materials are stored safely;

- (k) not do anything which is or may become a breach of any duty imposed on any person by the Resource Management Act 1991;
- (I) not do anything which is or may become a breach of any duty imposed on any person by the HSW Act; and
- (m) comply in all respects with all acts, bylaws, regulations, rules and requisitions relating to the Premises and the Tenant's use of the Premises.
- 9.3. The Tenant 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 Tenant's Improvements and with all requirements of any Authority and will keep the Landlord indemnified from and against all actions, claims, demands, losses, damages, costs and expenses arising out of any non-compliance by the Tenant.
- 9.4. The Tenant will perform and observe the obligations of the Landlord 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 Tenant warrants and undertakes that the Tenant:
 - (a) will at its cost keep the Premises well and securely fenced and will keep and maintain all fences, gates, drains and other improvements (if any) erected on the Premises in good order and condition (damage by fire, earthquake or other inevitable accident excepted) and shall not seek any contribution to fencing costs from Landlord and will permit the Landlord or their agents, staff, and contractors at all reasonable times to enter upon the Premises for the purpose of viewing the state of or repairing, maintaining or improving the condition of the improvements (if any) thereon;
 - (b) will not at any time undertake anything on the Premises or cause or allow any act on the Premises which shall be a disturbance, nuisance or annoyance to the Landlord or the occupiers or owners of adjoining land or cause contamination of the Land, the Premises or adjoining land;
 - (c) will at all times keep the Premises free of all noxious weeds, plants and vermin and at the Tenant's own expense do all things necessary to comply with the provisions and requirements of the Biosecurity Act 1993 without being entitled to any compensation in respect thereof;
 - (d) shall not fell, remove, trim or damage any trees on the Premises unless the prior written approval of the Landlord has been obtained;
 - (e) will comply with all relevant statutory and common law obligations, regulations and bylaws affecting the Tenant's use of the Premises including but not limited to:
 - 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; and

 (ii) 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 the Landlord for any loss, claim, complaint, liability, cost, penalty or award of damages the Landlord may suffer as a consequence of the Tenant's failure to so comply with any of the obligations in this clause;

- (f) will at the Tenant's cost, obtain and comply with all resource consents, permits and other planning approvals and licences and permissions required for the Tenant's use of the Premises;
- (g) shall at their own cost keep the Premises and Landlord's Improvements free from damage or rubbish, and must at Landlord's option either promptly repair any damage caused by them or any person using the Premises under this Lease or compensate the Landlord for such damage and any associated repair costs;
- (h) shall not remove any Landlord's Improvements (if any) owned by the Landlord from the Premises and shall at Landlord's option either replace any damaged or lost Landlord Improvements with others of like value or compensate the Landlord for such damage and any associated repair or replacement costs;
- shall notify the Landlord as soon as practicable, of any hazards arising upon the Premises identified by the Tenant, its agents, contractors, guests, tenants or invitees;
- (j) shall notify the Landlord 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 Tenant's knowledge, details of how it occurred as soon as practicable after the Tenant becomes aware of such damage;
- (k) shall not do anything upon the Premises which may prejudice, or invalidate any insurance policy held by the Landlord, nor, except with the Landlord's prior written approval, do anything on the Premises that would cause the premium of any insurance policy held by the Landlord in respect of the Premises to be likely to increase. The Tenant must pay on demand all extra premiums payable due to any breach of this clause; and
- (I) shall actively participate in any operational management group associated with the Land as reasonably required by the Landlord.
- 9.6. The Tenant shall at all times at the Tenant's own expense without being entitled to any compensation in respect thereof do all things necessary to:
 - (a) eradicate from the Premises all declared plant pests under the Environment Canterbury, Canterbury Regional Pest Management Plan as current from time to time; and

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

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

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

10. DEVELOPMENT OF THE PREMISES

- 10.1. The Tenant must pay the Landlord's reasonable costs of any request for consent under this clause (including the Landlord's legal costs), whether or not consent is given.
- 10.2. The Tenant 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 the Landlord's prior written approval which may be given or withheld at Landlord's absolute discretion. The Tenant shall provide the Landlord with detailed plans, elevations and specifications of any new building or structure and/or any alteration for the Landlord to consider when the Tenant applies for the Landlord's approval.
- 10.3. Without limitation to clauses 9 and 10.2, the Tenant shall be responsible for notifying any relevant Authority prior to the commencement of any work on the Premises that would require a consent, and shall comply with any additional requirements imposed by that Authority.
- 10.4. Should any services be required to be supported or relocated, then the Tenant shall liaise with the appropriate Authority to gain approval, and shall comply with all instructions issued by the relevant Authority.
- 10.5. Where other existing services are disrupted or damaged in any way by the operations of the Tenant, they shall be repaired and reinstated to the satisfaction of the Landlord and the relevant Authorities, entirely at the expense of the Tenant, including the cost of any supervision and/or inspections.
- 10.6. The Tenant shall ensure the adequate protection from disturbance of all benchmarks and survey marks unless indicated otherwise by the Landlord.
- If Landlord does consent to any alterations or additions to the Premises ("Tenant's Works"):
 - the Landlord's consent under this Lease is in Waimakariri District Council's capacity as Landlord and the Tenant must still obtain any consents required from Waimakariri District Council in its capacity as the local authority;

- (b) the Tenant must submit a programme for completion of the Tenant's Works which is acceptable to Landlord 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 Tenant's Works; and
- (c) the Tenant must use suitably qualified persons to carry out the Tenant's Works and ensure that the Tenant's Works are completed to a good and workmanlike standard to the reasonable satisfaction of the Landlord and in compliance with all laws, regulations and relevant building standards.

11. ASSIGNMENT AND SUBLEASING

- 11.1. The Tenant may with the Landlord's prior written consent:
 - (a) assign the Tenant's interest in this Lease; or
 - (b) sublease all or part of the Premises.
- 11.2. Without limiting the grounds on which the Landlord may withhold consent under clause 11.1, the Landlord may, as a condition of any consent, require prior compliance with the following conditions:
 - the Tenant must prove to the Landlord'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 the Landlord;
 - (b) the Tenant must have performed all of the Tenant'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 the Landlord (in the form reasonably required by the Landlord) agreeing to perform the Tenant'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, the Landlord 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 Tenant must pay the Landlord's reasonable costs for any consent or application for consent under this clause (including the Landlord's legal costs) and the costs of investigating the suitability of the proposed assignee or sublessee.
- 11.4. If the Tenant or the Tenant'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 Tenant's shares; or
- (b) issue of new capital,

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

11.5. The Landlord 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. LANDLORD'S RIGHTS OF ENTRY

- 12.1. The Tenant shall permit the Landlord and the Landlord's agents, servants or contractors at any time or times during the Term without notice in the event of an emergency and otherwise after having given reasonable prior notice to enter upon the Premises to view the condition thereof or to confirm the Tenant'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) the Landlord may give notice in writing to the Tenant specifying any defects and breaches of covenant for which the Tenant may be liable;
 - (b) the Tenant shall within such reasonable time as shall be specified in such notice make good such defects and breaches of covenant for which the Tenant is liable; and
 - (c) if the Tenant shall fail to comply with such notice within the time specified the Landlord 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 the Landlord shall consider necessary to make good such failure and any moneys expended by the Landlord 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 the Landlord until actual payment thereof by the Tenant to the Landlord, shall be payable on demand by the Tenant to the Landlord as if the same were rent in arrears payable by the Tenant.

13. INSURANCE

- 13.1. The Tenant must at all times during the Term:
 - (a) insure and keep the Tenant's Improvements insured in the joint names of the Landlord and the Tenant for their respective rights and interests to their full insurable value against loss, damage or destruction resulting from fire, earthquake, storm, tempest and aircraft impact and any other risks which the Landlord 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 Tenant must throughout the Term keep current a public risk insurance policy applicable to the Premises and the business carried on, in, or from the Premises for:

- (a) the amount specified in the Particulars of Lease (being the amount which may be paid out arising from any single accident or event); or
- (b) any increased amount that the Landlord reasonably requires.
- 13.3. The Tenant must provide the Landlord with certificates of currency evidencing insurance in accordance with clause 13.2 so that the Landlord always holds a certificate of currency showing that the required insurance is currently maintained.

14. DAMAGE OR DESTRUCTION

- 14.1. In the event of the whole or part of the Tenant's Improvements being destroyed or materially damaged then provided:
 - (a) the Tenant is not prevented by any act, ordinance, regulation or bylaw then in force from so doing;
 - (b) the Tenant 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 Tenant,

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

- (d) the event; or
- (e) if the Tenant 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 Tenant's insurer in relation to the claim; or
 - (ii) receipt of notification from the Tenant's insurer that the insurer will not pay out in relation to the claim,

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

- 14.2. The obligations of the Tenant pursuant to clause 14.1 shall not be limited to the insurance moneys available. To the extent that the same shall be insufficient the Tenant shall be obliged to carry out such repairs or reinstatement from the Tenant's own moneys.
- 14.3. If the Tenant is prevented from repairing or reinstating the Premises after the Tenant'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 Tenant's Improvements on the Premises or any other chattels or fixtures whatsoever in or on the Premises the Tenant or anyone claiming under the Tenant shall not be entitled to any compensation or payment whatsoever from the Landlord.

15. TENANT'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), the Landlord will have the right to elect, in its sole and absolute discretion, one of the following options:
 - (a) **Option 1:** require the Tenant to remove the Tenant's Improvements from the Premises in accordance with clause 15.2; or
 - (b) **Option 2:** the Tenant's Improvements will immediately and absolutely revert to the Landlord free from any payment or compensation to the Tenant whatsoever.
- 15.2. If the Landlord elects the option under clause 15.1(a), the following provisions will apply:
 - (a) the Tenant must remove all the Tenant's Improvements from the Premises to the entire satisfaction of the Landlord (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 the Landlord's election under clause 15.1;
 - (b) the Tenant must reinstate any damage to the Premises caused by the installation of the Tenant's Improvements or by the removal of the Tenant's Improvements under this clause 15;
 - (c) the Tenant must leave the Premises in a clean and tidy condition to the Landlord's reasonable satisfaction, including but not limited to:
 - (i) removal of any chattels brought onto the Premises by or through the Tenant; and
 - (ii) free of any hazardous or undesirable substances deposited on or in the Premises by or through the Tenant;
 - (d) if the Tenant fails to remove some or all the Tenant's Improvements within the timeframe prescribed in clause 15.1, then:
 - (i) the Tenant's Improvements remaining on the Premises shall absolutely revert to the Landlord free from any payment or compensation whatsoever; and
 - the Tenant will be liable for all costs associated with demolition of any Buildings owned by the Tenant, removing all other Tenant's Improvements and clearing all rubbish and debris; and
 - (e) the Tenant must continue to pay the Annual Rent and comply with its obligations under this Lease until the removal of the Tenant's Improvements has been satisfactorily completed.

16. INDEMNITY

16.1. The Tenant indemnifies the Landlord against all actions, proceedings, calls, claims, demands, losses, damages, costs, expenses or liabilities of any kind suffered or incurred by the Landlord resulting from the Tenant's acts or omission, except where section 268 of

the Property Law Act 2007 applies.

16.2. The Tenant agrees to occupy and use the Premises at the Tenant's risk and hereby releases the Landlord 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 Tenant or any other person or any property in or about the Premises or access to the Premises.

17. ESSENTIAL TERMS

- 17.1. The Tenant'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 Tenant under this Lease;
 - (b) the terms dealing with assignment and subleasing; or
 - (c) the terms restricting the use of the Premises.
- 17.2. The Landlord'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 Tenant must compensate the Landlord for any breach of an essential term of this Lease. The Landlord may recover damages (including all costs incurred by the Landlord) from the Tenant for those breaches. The Landlord's entitlement to compensation under this clause is in addition to any other remedy or entitlement of the Landlord (including the right to terminate this Lease).

18. COMPENSATION

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

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

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

19. DEFAULT

- 19.1. If the Tenant fails to perform or observe any of the terms of this Lease, then the Landlord may without prejudice to any of the Landlord's other rights or remedies at law or in equity sue the Tenant for specific performance or cancel this Lease by immediately re-entering the Premises, provided that the Landlord 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 Tenant:
 - (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 Tenant'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 the Landlord);
 - (iii) is wound up or dissolved;
 - (iv) enters into voluntary administration or any assignment or other compromise or scheme of arrangement with the Tenant's creditors or any class of the Tenant's creditors; or
 - (v) has a receiver, manager or receiver and manager appointed relating to any of the Tenant's assets.
- 19.3. The Tenant hereby irrevocably appoints the Landlord to be the true and lawful Attorney

of the Tenant 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 the Landlord 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 Tenant and generally to do, execute and perform any act, deed, matter or thing relative to the Premises as fully and effectually as the Tenant 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 the Landlord, the Landlord may elect to remedy at any time without notice any default by the Tenant under this Lease and whenever the Landlord so elects all costs and expenses incurred by the Landlord (including legal costs and expenses) in remedying such default shall be paid by the Tenant to the Landlord immediately on demand.
- 19.5. The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Tenant constituting a repudiation of the Lease or the Tenant'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 the Landlord may have.

20. DEFAULT INTEREST

- 20.1. If the Tenant 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 the Landlord's demand, if there is no due date,

then the Tenant must on demand pay interest at the Default Interest Rate on the money unpaid from the due date or the date of the Landlord'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 the Landlord or Tenant; or
 - (d) any other matter touching on the relationship of the Landlord and the Tenant under this Lease (including claims in tort as well as in contract),

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

- 21.2. The parties must try to agree on the arbitrator. If they cannot agree, either or both the Landlord and the Tenant 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 e-mail, on the sender's receipt of an e-mail message indicating that the e-mail 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 Tenant must pay to the Landlord 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 the Landlord becomes liable as a result of the Tenant's breach of any of the terms of this Lease.

24. HEALTH AND SAFETY

24.1. The Tenant shall abide by all relevant statutory and common law obligations of the Landlord, 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 Tenant shall comply with all relevant legislation and regulations directly or indirectly relating to or touching upon its use or occupation of the Premises, 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 Tenant 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 the Landlord's Health and Safety Policy as published by the Landlord 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 the Landlord provide reasonable details of the programme implemented by the Tenant; 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 the Landlord.

25. GST

- 25.1. The Tenant must pay to the Landlord all GST payable on the Annual Rent and other money payable by the Tenant under this Lease. The Tenant 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 Tenant on demand.

25.2. If:

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

then the Tenant must pay the additional GST or penalty tax to the Landlord on demand.

26. NO WARRANTY

26.1. The Landlord 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 Tenant 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 Tenant shall obtain such consent at the sole cost and expense of the Tenant including but not limited to any costs of complying

with any conditions of any such consent.

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

27. PUBLIC LIABILITY

- 27.1. The Tenant shall occupy the Premises at its own risk and the Landlord 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 Tenant.
- 27.2. The Tenant shall be wholly responsible for all damage to the Premises caused by the Tenant, 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 the Landlord'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 Tenant shall pay for the reasonable legal and other expenses of the Landlord in giving consent on each occasion.
- 28.4. No waiver by the Landlord 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.

SCHEDULE B

(The Plan)

WAIMAKARIRI DISTRICT COUNCIL

REPORT FOR DECISION

FILE NO and TRIM NO:	GOV-26-08-06 / 230609084821
REPORT TO:	KAIAPOI-TUAHIWI COMMUNITY BOARD
DATE OF MEETING:	17 July 2023
AUTHOR(S):	Kay Rabe- Governance Advisor
SUBJECT:	Kaiapoi-Tuahiwi Community Board's 2023/24 Discretionary Grant Fund and 2023/24 General Landscaping Budget
ENDORSED BY: (for Reports to Council, Committees or Boards)	General Manager

1. <u>SUMMARY</u>

- 1.1 This report provides information regarding the Kaiapoi-Tuahiwi Community Board's (the Board) 2023/24 General Landscaping Budget and the 2023/24 Discretionary Grant Fund.
- 1.2 This report also requests the Board consider for approval the Discretionary Grant Criteria, as included in the Application Form, and the Accountability Form for the 2023/24 financial year.

Attachments:

- i. Draft Kaiapoi-Tuahiwi Community Board's 2023/24 Discretionary Grant Application Criteria and Application Form (Trim No. 210603089866).
- ii. Draft Kaiapoi-Tuahiwi Community Board's 2023/24 Discretionary Grant Accountability Form (Trim No. 210603089980).
- iii. Draft Financial template for Informal Groups (Trim Ref: 230627095307).

2. <u>RECOMMENDATION</u>

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) Receives Report No. 230609084821.
- (b) Notes that the Board's General Landscaping Budget allocated by the Council for 2023/24 is \$27,370, with a carry forward for 2023/24 still to be determined due to outstanding invoices being processed.
- (c) Notes that the Board's Discretionary Grant Funding allocated by the Council for 2023/24 is \$5,390 and that an amount of \$2,132 is expected to be carried forward from the 2023/24 budget. Thereby bringing the Discretionary Grant Fund to a total of \$7,522 for this financial year.
- (d) **Approves** the Board's 2023/24 Discretionary Grant Fund Application Criteria and Application Form (Trim No. 210603089866).
- (e) **Approves** the Board's 2023/24 Discretionary Grant Accountability Form (Trim No. 210603089980).
- (f) Adopts the Financial template for Informal Groups (Trim No: 230627095307).
- (g) **Approves** that Discretionary Grant Fund applications be considered at each meeting during the 2023/24 financial year (July 2023 to June 2024).

3. BACKGROUND

- 3.1 The Council allocates a General Landscaping Budget to each Community Board to be expended on appropriate projects and initiatives in each Board's community area and the Council's Greenspace Team. This fund is not a contestable fund.
- 3.2 The Discretionary Grant Fund is a contestable fund enabling community groups and organisations meeting the relevant criteria to seek funding for various events, initiatives, and projects.

4 ISSUES AND OPTIONS

- 4.1 The **General Landscaping Fund's** 2023/24 financial year allocation approved by the Council for the Kaiapoi-Tuahiwi Community Board is \$27,370. However, the amount to be carried forward from the 2023/24 financial year is still to be determined as outstanding invoices are still being paid and will be submitted to the Board for confirmation at the August 2023 meeting.
- 4.2 A workshop will be held for the Board and the Council's Greenspace Team to identify a range of potential projects for funding during the 2023/24 financial year. If the Board decides to allocate all or part of the 2023/24 Landscaping Fund, a report seeking the Board's formal approval for funding identified projects will then be presented to a subsequent Board meeting.
- 4.3 The **2023/24 Discretionary Grant Fund** approved by the Council for the Board is \$5,390. An unspent amount of \$2,132 is expected to be carried forward from the 2022/23 financial year, thereby bringing the Discretionary Grant Fund to a total of \$7,522 for this financial year.
- 4.4 Not all eligible groups may be aware of the fund, so it is anticipated that Community Board members will continue to be pro-active in this regard through networking and community groups they interact with. It is recommended that the Board regularly review the remaining balance of the fund to ensure that it is on track to be spent.
- 4.5 Staff will periodically advertise the Discretionary Grant through the Community Notice Board page in the Northern Outlook and Chatter. In addition, application forms are available on the Council website, from Service Centres or by contacting the Governance Support Team.
- 4.6 Various workshops were held to review the Discretionary Grant Fund applications, criteria and accountability during May and June 2023. Feedback was sought on the following aspects:
 - Amount of maximum grant allowable
 - Ability for groups to access all four community boards for funding.
 - Whether small, informal groups should be encouraged to apply.
 - Requirements for financial records and the scope of what would be appropriate.
 - Requirement for more formal accountability in the form of proof of purchase.
 - Request for photos of events/ item purchased.
 - Request for permission to put photos on Board's websites.
- 4.7 As a result of the feedback received from the Boards Draft Application and Accountability forms and a template for the financial requirements of informal community groups are presented to the Board for approval for the 2023/24 financial year.

4.8 Implications for Community Wellbeing

There are no significant implications on community wellbeing by the issues and options that are the subject matter of this report.

4.8 The Management Team has reviewed this report.

5 <u>COMMUNITY VIEWS</u>

5.1 Mana whenua

Taking into consideration the provisions of the Memorandum of Understanding between Te Ngāi Tūāhuriri Rūnanga and the Council, Te Ngāi Tūāhuriri hapū are not likely to be affected by or have an interest in the subject matter of this report. However, they may wish to apply for funding for events and projects.

5.2 **Groups and Organisations**

Community groups and organisations are likely to be affected by or be interested in the subject matter of this report, as the Board's Discretionary Grant fund could assist them in achieving community-based programmes during the current financial year.

5.3 Wider Community

The wider community is not likely to be affected by or be interested in this report's subject matter. However, it should be noted that the funding allocated to community groups and the landscaping projects will increase the general feeling of wellbeing within the Board's community.

6 OTHER IMPLICATIONS AND RISK MANAGEMENT

6.1 Financial Implications

There are financial implications of the decisions sought by this report. The Council has approved an allocation of \$\$27,370 to the Board's General Landscaping Budget for the 2023/24 financial year. The amount to be carried forward from the 2022/23 financial year will be determined once the outstanding invoices have been processed.

The Annual Plan for 2023/24 includes budget provision for the Kaiapoi-Tuahiwi Community Board to approve grants to community groups up to \$5,390. An amount of \$2,132 is expected to be carried forward from the 2022/23 financial year, bringing the Discretionary Grant Fund to a total of \$7,522 for this financial year.

6.2 Sustainability and Climate Change Impacts

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

6.3 Risk Management

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

6.4 Health and Safety

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

7 <u>CONTEXT</u>

7.1 **Consistency with Policy**

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

7.2 Authorising Legislation

Not applicable.

7.3 Consistency with Community Outcomes

People are friendly and caring, creating a strong sense of community in our District.

There are wide-ranging opportunities for people of different ages and cultures to participate in community life and recreational activities.

7.4 Authorising Delegations

The Community Boards have delegated authority for both funds.

GOVERNANCE

Kaiapoi-Tuahiwi Community Board Discretionary Grant Application

Information to assist groups with their application

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

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

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

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

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

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



210603089725 / QD GOV Form 006 - Version 3 -

Criteria for application

• The Board supports a wide range of community activities but the application will only be considered if it is deemed of the nature listed in the table of examples of what the Board can fund (see previous page).

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

What happens now?

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

What happens next?

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

Groups applying for Board Discretionary Grant⁶⁰2023/2024

Name of group:
Address:
Contact person within organisation:
Position within organisation:
Contact phone number: Email:
Describe what the project is and what the grant funding will be used for? (Use additional pages if needed)
What is the timeframe of the project/event date?
Overall cost of project: Amount requested:
How many people will directly benefit from this project?
Who are the range of people benefiting from this project? (You can tick more than one box)
□ People with disabilities (mental or physical) □ Cultural/ethnic minorities □ District
Preschool School/youth Older adults Whole community/ward
Provide estimated percentage of participants/people benefiting by community area:
Oxford-Ohoka% Rangiora-Ashley% Woodend-Sefton% Kaiapoi-Tuahiwi%
Other (please specify):
If this application is declined, will this event/project still occur? \Box Yes \Box No
If No, what are the consequences to the community/organisation?

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

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

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

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If yes, name of parent group: ____

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

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

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

If yes, please supply details:

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

- □ Supporting costs/quotes
- \Box Other supporting information

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

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

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

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

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

Signed: _____

Date: _____

GOVERNANCE

Name of group: _

Kaiapoi-Tuahiwi Community Board Accountability Form for 2023/2024 Discretionary Grant Recipients

For funding provided during the period July 2023 - June 2024

This form is to tell the Board what you spent the money on.

The purpose of the accountability form is to provide transparency in relation to public funds granted to community groups to provide the Board with feedback on the event/project and its impact in the community.

Please complete when the project is completed and return within 20 days after the event or completion of the project. You must return this form in order to be eligible for future funding. The Board would also appreciate any photos, where practically possible, of the event/project and permission to utilize the photos on its Facebook page, the Council's website and other social media. The information provided will be used in a report to the Board that will be publicly available.

Date:	Amount allocated: \$
Purpose for grant:	
Please give details of how money was	spent, kindly include receipts or bank statement as proof of purchase:
	\$
	\$
	\$

Give a brief outline on how the funds were applied and the benefits that have been achieved with these funds including the number of people who attended or were assisted. Please include photographs, where possible:

Permission to use photos on the Board's Facebook page, the Council's website and other social media: 🗌 Yes 👘 No

Continued over page



Two authorised signatories to complete the details below.3 Date: _____ Date: _____ Second contact: _____ First contact name: _____ Signature: _____ Signature: _____ Position: _____ Position: _____ Phone: _____ Phone: _____ Email: _____ Email: _____ Address: _____ Address: _____ **Return to:** OR IM@wmk.govt.nz **Governance Team** Waimakariri District Council

Private Bag 1005 Rangiora 7440

Oganisations Name

Start and end date of the grant term goes here

This date should be for the next 12 months or your financial year

This spreadsheet will automatically calculate totals and balances

Funding request

Add grant details here

Budgeted amount

Budgeted amount

Amount requested

Other income received

List all expected and confirmed income towards your operating costs

TOTAL INCOME	\$0.00

EXPENDITURE

Budgeted amount

List all confirmed and expected operating expenses

Amount budgeted **TOTAL EXPENDITURE** \$0.00

Operational Surplus/Deficit

Verification of Figures by two people.

Date: Name of Official: Office: Phone: email: Signature:

Date: Name of Official: Office: Phone: email: Signature:

WAIMAKARIRI DISTRICT COUNCIL

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REPORT FOR DECISION

FILE NO and TRIM NO:	GOV-26-08-06 / 230630098459
REPORT TO:	KAIAPOI-TUAHIWI COMMUNITY BOARD
DATE OF MEETING:	17 July 2023
AUTHOR(S):	Kay Rabe, Governance Advisor
SUBJECT:	Applications to the Kaiapoi-Tuahiwi Community Board's Discretionary Grant Fund 2023/24
ENDORSED BY:	
(for Reports to Council, Committees or Boards)	General Manager Chief Executive

1. <u>SUMMARY</u>

1.1. This report is to consider an application for funding received from:

Name of Organisation	Purpose	Amount Requested
Coastguard North Canterbury Inc	Towards upgrading its swift water rescue vessel	\$500
Total:		\$500

Attachments:

- i. Application from Coastguard North Canterbury (Trim Ref: 230629097856).
- ii. A spreadsheet showing the previous two years' grants.
- iii. Board Funding Criteria 2023/24 (Trim Ref: 210603089776).

2. <u>RECOMMENDATION</u>

THAT the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** Report No. 230630098459.
- (b) Approves a grant of \$..... to Coastguard North Canterbury towards upgrading its swift water rescue vessel. OR
- (c) **Declines** the application from Coastguard North Canterbury.

3. BACKGROUND

- 3.1. Coastguard North Canterbury is seeking funding to upgrade its swift water rescue vessel.
- 3.2. The current balance of the Kaiapoi-Tuahiwi Community Board's Discretionary Grant Fund for 2023/24 is \$7,522.

4. ISSUES AND OPTIONS

Coastguard North Canterbury Inc (CNZ)

- 4.1 After two separate fatal boating accidents on the Waimakariri River bar, a group of volunteers formed the Waimakariri-Ashley Rescue Lifeboat Society in 1978. In 2006 the unit became affiliated to the Coastguard and changed its name to Coastguard Waimakariri-Ashley Lifeboat Inc. In 2018 the name was changed again to the Coastguard North Canterbury to reflect the area of operation.
- 4.2 The lifeboat station was opened at the end of 1980, having taken two years of voluntary labour to build. It was refurbished and extended in the 1990's to house an upgraded larger vessel, (Kaiapoi 1). The 2010 Canterbury Earthquake damaged the building beyond repair and after temporary shoring it remained in use for two years while a new building was designed, and funds raised. In 2014 the building was started with the opening in April of 2016.
- 4.3 Due to the extreme weather events experience in New Zealand during the last few years the CNZ has been called on to assist FENZ and New Zealand Police with rescuing people from rivers and from roofs during flooding. This has forced CNZ to review its swift water rescue asset based. CNZ now requires a larger more robust vessel with outboard jets which is more capable of operating in braided rivers, urban flood waters and swift running water. This vessel will need to navigate shallow waters, shingle, and debris in the water. The best boat and motor have been chosen which has proved successful in these conditions.
- 4.4 As the vessel will be used throughout North Canterbury and further afield if required, it is anticipated that the vessel will be an asset to the whole district and beyond. It was believed that the vessel would benefit not only the victims but also their families and friends giving people the best chance of returning safe to their loved ones. Swift running water and flood waters can be very dangerous, and a bigger more robust vessel is required for keeping both the volunteer rescuers and the victims safe while manoeuvring and navigating rivers.
- 4.5 The total cost of the project is estimated at \$35,948 and CNZ have received \$5,000 from the Lion Foundation, \$5,000 from Aotearoa Gaming and \$8,000 from Kiwi Gaming with funds from the Trusts Community Foundation still to be confirmed. The project will proceed even if the application is unsuccessful. Applications for funding have been sent to all the Community Boards and will be presented in the August 2023 meetings. In September 2018 the CNZ requested funding from all the Community Boards towards the purchase of a replacement rescue vessel which was launched in 2019 called Kaiapoi Rescue. In the Accountability Form returned was the following comments, *"These funds have contributed to the overall costs of building a new coastguard vessel. The grant from the Board helped us to achieve the target of starting the project prior to Christmas."*
- 4.6 The Board may approve or decline grants as per the grant guidelines.

4.7 Implications for Community Wellbeing

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

4.8 The Management Team has reviewed this report.

5. <u>COMMUNITY VIEWS</u>

5.1 Mana whenua

Taking into consideration the provisions of the Memorandum of Understanding between Te Ngāi Tūāhuriri Rūnanga and the Council, Te Ngāi Tūāhuriri hapū are not likely to be affected by or have an interest in the subject matter of this report.

5.2 Groups and Organisations

No other groups or organisations other than Coastguard North Canterbury Inc is likely to be affected by or to have an interest in the subject matter of this report.

The wider community will likely be affected by or interested in this report's subject matter given that this vessel is considered essential equipment rescuing people from rivers and during flooding.

6. OTHER IMPLICATIONS AND RISK MANAGEMENT

6.1 **Financial Implications**

The Annual Plan for 2023/24 includes budget provision for the Kaiapoi-Tuahiwi Community Board to approve grants to community groups up to \$5,390. An amount of \$2,132 is expected to be carried forward from the 2022/23 financial year, bringing the Discretionary Grant Fund to a total of \$7,522 this financial year.

The application criteria specify that grants are generally limited to \$750 a maximum of \$1,000 in any financial year (July to June), even though a group can apply up to twice a year, providing it is for different projects. Where applicable, GST values are calculated and added to appropriately registered groups if decided benefits exceed Board resolved values.

6.2 Sustainability and Climate Change Impacts

The recommendations in this report do have sustainability and climate change impacts, as the increase in flooding is the reason for requiring an upgrading of the rescue vessel.

6.3 Risk Management

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

6.4 Health and Safety

All health and safety related issues will fall under the auspices of Coastguard North Canterbury Inc.

7. <u>CONTEXT</u>

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.

Groups applying for Board Discretionary Grants 2022/2023 Name of Group: Coastguard North Canterbury Inc
Address: Charles Street, Kaiapoi PO Box 110 Kaiapoi
Contact Person within Organisation: Cheryl Moffat
Position within Organisation: Coastguard NZ Regional Manager Southern
Contact phone number:
Describe what the project is and what the grant funding be used for? (Use additional pages if needed)
Having reviewed our swift water rescue asset based on five years experience we need to upgrade our vessel to a larger more robust vessel with outboard jets which is more capable to operating in braided rivers, urban flood waters and swift water. We encounter shallow water, shingle and debris in the water and the boat and motor chosen is proven in these conditions.
What is the timeframe of the project/event date? 31 July to 30 September 2023
Overall Cost of Project: \$35,948 Amount Requested: \$500
How many people will directly benefit from this project? 65
Who are the range of people benefiting from this project? (You can tick more than one box)
People with disabilities (mental or physical)
Preschool School/youth Older adults Vhole community/ward
Provide estimated percentage of participants/people benefiting by community area:
Oxford-Ohoka <u>25</u> % Rangiora-Ashley <u>25</u> % Woodend-Sefton <u>25</u> % Kaiapoi-Tuahiwi <u>25</u> %
Other (please specify): Quite difficult to know this as we don't record where the people we rescue live.
If this application is declined, will this event/project still occur? \square Yes \square No
If No, what are the consequences to the community/organisation?
What are the direct benefit(s) to the participants?

North Canterbury people love to get out amongst it in our braided rivers, flooding incidents are increasing and our community needs an effective flood and swift water rescue service.

What is the benefit(s) to your organisation?

Swift and flood water is very dangerous, for the safety of our volunteers undertaking rescues the improved operational ability of this rescue vessel will enable us to provide a better rescue service

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

We have rescued people in the Waimakariri, Ashley, Darfield, Kaiapoi Rivers. In Christchurch during flooding working with Police and FENZ.

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

If yes, name of parent group: Royal New Zealand Coastguard (CNZ)

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

CNZ provides the overarching operating guidelines, safety systems and people support to our volunteer group, alongside some of our funding.

What other fundraising has your group undertaken towards this project/event? List any other organisations you have applied or intend to apply to for funding this project and amount applied for this project:

Lion Foundation \$5,000; Aotearoa Gaming \$5,000; Kiwi Gaming \$8,000 confirmed. Trusts Community Foundation \$5,000 TBC.

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

If yes, please supply details:

Enclosed

ed 🗹 Financial Balance Sheet and Income & Expenditure Statement

- (compulsory your application cannot be processed without financial statements)
- ✓ Supporting costs/quotes
- \checkmark Other supporting information
- I am authorised to sign on behalf of the group/organisation making this application.
- I declare that all details contained in this application form are true and correct to the best of my knowledge.
- ☑ I accept that successful applicants will be required to report back to the Community Board by completing a simple Accountability Report.
- I accept that information provided in this application may be used in an official Council report available to the public.

Please note: If submitting your application electronically, entering your name in the signature box below will be accepted as your signature:

4

Signed: _

Date: 2023-06-29



29 June 2023

Jackie Watson Chairperson Kaiapoi Tuahiwi Community Board C/O Governance Team Waimakariri District Council Email: <u>records@wmk.govt.nz</u>

Tēnā koe Steve

Coastguard North Canterbury has reviewed our swift water rescue current assets using the experience gained over the past five years and in discussions with subject matter experts in this area of search and rescue. We have reached the conclusion based on the information provide below that we need to upgrade our rescue vessel for this purpose and purchase a fit for purpose tow vehicle as we currently reply on volunteer vehicles which are not always suitable and available.

PAST RESCUE ISSUES

The 2019 Waimakariri River rescue was undertaken when the rescue helicopter was unavailable. The river had risen quickly from 80 to 1800 Cumecs. The IRB had significant issues on the way up the river to the scene with the motor stopping at least eight times due to the outboard leg/prop hitting the shingle and getting large stones caught between the prop and prop guard. The crew had to clear the obstruction while drifting rapidly downstream.

A 2021 rescue in Darfield identified the shortcomings of the current IRB with an outboard motor. A person was stuck in a tree with a significant amount of swift water surrounding them. The risk assessment completed identified that it was too shallow to launch the IRB, and the debris and trees in the immediate area added to the risk factors for this vessel. An attempt was made to launch the swift water sled, but the current was too strong, and this was abandoned.

RESCUE VESSEL REQUIREMENTS

Operational Areas

- braided rivers
- river gorges
- flood waters in urban and rural locations
- swift water.

General Capacity Requirements

- operated with minimum two crew
- maximum of six people on board (POB)
- launch and retrieve from trailer with two POB
- launch and retrieve by hand up to 100m from water's edge using six people

THE CHARITY SAVING LIVES AT SEA

Patron: HRH Prince of Wales







Coastguard North Canterbury PO Box 110, Kaiapoi 7644 Charles Street, Kaiapoi Tel +64 27 776 9500 www.coastguard.nz

- operational in 300mm water
- self-draining deck
- vessel speed up to 20 knots
- redundant form of propulsion
- working space in bow

Vessel Trailer Specifications

- off road capable
- winch
- single axel for maneuverability
- waterproof lighting
- storage locker
- jockey wheel
- tie down straps for vessel for rough terrain
- stone guard for gravel road protection

OPTIONS FOR REPLACEMENT VESSEL

The unit has discussed and investigated options for vessels. There have been rescues, especially the two described above, where we believe that an inflatable jet boat would have provided a safer platform for crew and potentially saved lives. Taking this and the specifications our preferred option is:

Brand: Outback Boats

Model: Extreme 47

Construction: Polyurethane fabric, UV resistant, seams high frequency welded, Dual scuppers

Hull Weight: 80kg (Excluding engine)

Hull Length: 4.7m

Added Extras: Roll Bar,

Pros:

- Designed and Manufactured in New Zealand
- Polymer protective laminate on bottom means high wear, abrasion and puncture resistance
- Highly transportable
- Twin tube design means high freeboard, crew protection
- 4.7m boat is beamy and highly stable



- Inflatable floor means boat has very little draught and therefore require very little water to operate in.
- Purpose Designed hull for swift water and shallow water operation
- Hull is manoeuvrable and predictable
- Easily operated as a raft, secondary Propulsion with paddles
- Large scuppers mean the boat regains stability quickly should a wave come over the front.
- Inflatable boat retains buoyancy regardless of its orientation.

Cons:

- Not a high-speed vessel, longer duration to go up river flows compared to standard jet boat
- Protection from the elements is minimal to non-therefore crew welfare must be monitored. Note you can option a front "Windshield" but restricts bow working platform to nil
- Lightweight boat can be susceptible to high winds, especially when lightly loaded.
- Inflatable hull can be vulnerable to sharp underwater objects, particularly in still water where the object has no tell.

MOTOR PACKAGE

Model: TBC

Type: 50 hp 2 Stroke

Steering: Tiller

Propulsion: Jet

Addons: Electric Start, Muffler

Pros

- Shallow water ability with proven reliability
- Significantly better versatility than a propeller based outboard
- Zero draft below the hull vs 14 inches with a prop (in flood response this is critical)
- Commonly available



- Locally serviceable
- Electric start means any debris sucked onto the intake screen can be dropped by stopping the motor and restarting it instantly
- Two stroke means lightweight and portability



Cons

- It's common for people to discuss a 30% propulsion reduction for a given powerhead this is to do with the change in water direction through the pump and is mitigated by an uprated powerhead to provide the equivalent output
- Factory reverse is basic and relatively ineffective necessitating fitment of an aftermarket reverse duct like our larger inboard jets completely mitigating it as an issue.

CONCLUSION ON VESSEL NEEDS

This package is lightweight, cost effective, highly manoeuvrable, locally available at short notice with proven performance and reliability. Will it do everything we need? No but no one boat will because swift water rescue is a very dynamic environment. This package is considered the most appropriate starting point to build our asset base for our Swift Water Rescue team. There may be environments and cases where a rigid hull or a larger jet-propelled rescue vessel may be the better option. The development of our assets needs to be strategic and we believe this package is the right starting point. One key point to make is that in the argument for jets vs props all propulsion systems require management by a skipper, whilst a jet can ingest debris, it is very seldom ever damaged by it. In moving water environments this is less common as debris has inertia but in still water environments this is mitigated by the fact that simply stopping the motor is usually enough to release such debris.

While the alternative vessel option quoted is less cost it does not fully meet our operational requirements.

FUNDING FOR PROJECT

We are seeking funding from local trusts towards the rescue vessel as the cost of the tow vehicle is greater.

Total Cost	\$165,948
Fuso Canter 4WD Crew cab tow vehicle	\$130,000
Outback Boats - Extreme 47 Red 50 two stroke - Rescue Vessel	\$35,948
Expenses	

Proposed Funding

Kaiapoi Tuahiwi Community Board\$500Woodend Sefton Community Board\$500Rangiora Sefton Community Board\$500	
Rangiora Sefton Community Board \$500	
Oxford Ohoka Community Board \$500	
Lion Foundation \$5,000 Confirmed	
Aotearoa Gaming Trust \$5,000 Confirmed	
Trusts Community Foundation \$5,000	
Kiwi Gaming Foundation \$8,000 Confirmed	
\$25,000	
Tow Vehicle	
Coastguard New Zealand \$60,000 Confirmed	
Coastguard New Zealand \$50,000 Further applicatio	'n
Asset Replacemer	nt
Coastguard North Canterbury \$30,000 Fund	
\$140,000	
Total Funding \$165,000	

BACKGROUND TO COASTGUARD INVOLVEMENT IN SWIFT WATER RESCUE

In July 2017 Christchurch city experienced a flooding event and Coastguard North Canterbury were tasked by Civil Defence to assist with rescuing people from flooded homes using their IRB. Following that initial tasking Canterbury Police SAR Squad again requested their assistance in November that year

when two vehicles were stuck on the Waimakariri River during a flooding event with eight people needing rescuing from the roofs. April 2018 a further tasking from Police to assist a vehicle with seven people of the roof is swift flowing Ashley River. In May 2019 Police again tasked the unit to rescue five people stuck on a shingle bank in the Rakaia River.



It became obvious that this kind of request for assistance was not a 'one off' and discussions with Police confirmed that they viewed Coastguard North Canterbury as a key resource for flood and swift water rescue the area.

These rescues while successful, highlighted the need for further training in swift water and flood rescue situations as volunteers felt unprepared to deal with the conditions and risks of these environments. With the support of Coastguard Southern Region, the unit sought expert advice and contacted Dr Steve Glassey, Director of the Public Safety Institute of NZ.

These discussions identified that the training and equipment we had for normal Coastguard operations was not suited to work in a swift water and flooding environment.

In October 2019 two experienced volunteers attended and extensive four-day International Technical Rescue Association accredited course held in Manawatu with introduced them to swift water rescue across responder and technician levels, and with specialised vehicle rescue techniques. Further training for other volunteers took place in Canterbury in March and June 2020 enabling the development of a Swift Water Rescue Squad within the unit.

In early 2020 grant funding of \$11,000 was obtained for the purchase of specialist equipment suitable for this type of rescue activity. Since then we have continued to develop the squad and are working with New Zealand Search & Rescue as part of the nationwide development of resources for swift water rescue.

THANK YOU FOR YOUR CONSIDERATION OF OUR FUNDING REQUEST.

Coastguard North Canterbury is a group of 29 dedicated volunteers who give over 1,200 hours annually to provide search and rescue in our community. The operate both along the North Canterbury coast and down to Banks Peninsula to back up other Coastguard units; and in the unique braided rivers around Canterbury from the Rakia in the south to the Waimakariri and further north and west. We are the only team undertaking this work to assist Police and other emergency services locally.

Your support to provide our swift water team of volunteers with a rescue vessel that is safer and better equipped to undertake this life saving work.

Please contact me if you require further information.

Ngā mihi

Cherge Millet

Cheryl Moffat Regional Manager Southern on behalf of Coastguard North Canterbury Board

QUOTATION

Coastguard North Canterbury inc To: P.o.Box 110 Kaiapoi 7644

OUTBACK BOATS

WHERE THE JOURNEY STARTS

Description		4/04/2023 our price (ex gst)
		our price (ex gst)
Extreme 47 Red 50 2-stroke Package	\$25,652	\$2
• 4.7m Red Jet Tunnel Hull		
 NZ Made 		
 Manufactured from polyurethane fabrics, high frequency welded 		
 Two pad bench seats 		
 Patch kit 		
Foot pump		
 Tohatsu 50hp 2-stroke motor 15inch, manual trim, premix. 		
 Outboard Jet with stainless impeller 		
 Propeller and gearbox included 		
 Polyurethane intake 		
Electric starter installed with battery fitted under engine cowling	\$1,261	\$
Auffler fitted	\$1,435	\$
Jpgrade the standard tiller to a tiller with forward/reverse and the key start on the tiller	\$1,174	\$
Alloy trailer with mag wheels, mag spare, 12months rego and wof	\$7,391	\$
reight boat and motor only \$500		
reight complete package with trailer \$2,000 approximately, Icon Brands maybe able to help to get this cost down?		
		\$
Roll bar pictured on Facebook	\$2.609	
toll bar pictured on Facebook	\$2,609	
toll bar pictured on Facebook	\$2,609	
Dutback Boats	\$2,609	
Roll bar pictured on Facebook Dutback Boats 15 Manuka St Taupo, 021 677 822 sales@outbackboats.nz	\$2,609	\$35,94 \$5,39

18/05/2023



Profit and Loss against Budget

Coastguard North Canterbury Incorporated For the 11 months ended 31 May 2023

	YTD ACTUAL	OVERALL BUDGET	VARIANC	E
Operating Income				
Bequests & Legacies	23,167.00	-	23,167.00	↑
Coastguard LGB Grant - Admin. Operations	3,040.00	2,800.00	240.00	↑
Coastguard LGB Grant - R&M Reimbursement	2,719.00	3,500.00	(781.00)	↓
Coastguard LGB Grant - Training	1,200.00	2,000.00	(800.00)	↓
Coastguard Membership Comissions	5,434.78	3,000.00	2,434.78	↑
Commission on Sale of CNZ Lottery Tickets	234.78	700.00	(465.22)	↓
Donations from CNZ	10,300.00	10,000.00	300.00	↑
Donations Received	8,253.00	5,000.00	3,253.00	↑
Fundraising Income	-	1,000.00	(1,000.00)	Ŷ
Grants Operations	9,000.00	7,000.00	2,000.00	↑
Interest Received	1,507.79	-	1,507.79	↑
Other Income	869.57	-	869.57	↑
Rent Received	991.31	500.00	491.31	1
Search & Rescue Reimbursements	6,103.92	4,000.00	2,103.92	↑
Unit Membership Subscriptions	434.75	250.00	184.75	1
Total Operating Income	73,255.90	39,750.00	33,505.90	
Operating Expenses				_
Advertising	446.82	-	446.82	↑
Audit - Review Fees	940.00	950.00	(10.00)	ł
Bank Charges	0.38	-	0.38	↑
Cleaning	1,092.03	70.00	1,022.03	↑
CNZ Conference Attendance Costs	1,050.00	600.00	450.00	↑
Equipment Purchases - Low Cost	1,576.04	600.00	976.04	↑
General Expenses	366.17	250.00	116.17	↑
Light, Heat & Power	2,512.75	2,000.00	512.75	↑
Motor Vehicle Expenses	61.22	-	61.22	↑
Printing and Stationery	-	100.00	(100.00)	↓
Repairs & Maintenance - Boat	952.19	5,000.00	(4,047.81)	Ť
Repairs & Maintenance - Buildings	1,154.07	2,000.00	(845.93)	↓

	YTD ACTUAL	OVERALL BUDGET	VARIAN	ICE
Repairs & Maintenance - Equipment	864.80	-	864.80	1
Repairs & Maintenance - General	130.43	-	130.43	1
Repairs & Maintenance - Vehicles	845.12	-	845.12	1
Subscriptions & Licences	364.94	250.00	114.94	1
Telephone, Fax, Internet and Tolls	1,464.00	1,800.00	(336.00)	↓
Vessel Expenses	1,119.17	1,000.00	119.17	1
Vessel Fuel & Oil	5,024.53	3,500.00	1,524.53	↑
Volunteer Expenses	9,482.50	2,000.00	7,482.50	↑
Total Operating Expenses	29,447.16	20,120.00	9,327.16	
Operating Surplus / Deficit	43,808.74	19,630.00	24,178.74	
Other Income				
Capital Grants	13,000.00	-	13,000.00	↑
Depreciation Recovered on Sale of Assets	157.50	-	157.50	↑
Total Other Income	13,157.50	-	13,157.50	
Net Surplus / Deficit	56,966.24	19,630.00	37,336.24	

Balance Sheet

Coastguard North Canterbury Incorporated As at 31 May 2023

	31 MAY 2023	31 MAY 2022
lssets		
Bank		
Westpac Cheque Account	99,995.60	44,141.3
Westpac Savings Account	51,153.47	50,436.48
Total Bank	151,149.07	94,577.8
Current Assets		
Accounts Receivable6	450.00	
Total Current Assets	450.00	
Fixed Assets		
Accumulated Depreciation - Furniture & Fittings	(5,569.20)	(7,018.24
Accumulated Depreciation - Office Equipment	(7,589.44)	(7,258.22
Accumulated Depreciation - SAR Equipment	(16,889.28)	(16,505.40
Accumulated Depreciation - Vessels	(122,055.62)	(118,619.97
Accumulated Depreciation -Building	(144,166.80)	(142,054.46
Building	1,260,274.87	1,260,274.8
Furniture & Fittings	16,009.12	14,976.69
Office Equipment	12,981.28	11,850.80
SAR Equipment	30,389.31	30,389.3
Vessels	491,035.52	491,035.52
Total Fixed Assets	1,514,419.76	1,517,070.9
Total Assets	1,666,018.83	1,611,648.7
iabilities		
Current Liabilities		
Accounts Payable8	1,999.41	696.1
GST	(1,119.93)	(256.73
Total Current Liabilities	879.48	439.3
Total Liabilities	879.48	439.3
Net Assets	1,665,139.35	1,611,209.3
quity		
Current Year Earnings	56,966.24	(41,484.43
Retained Earnings	1,608,173.11	1,652,693.82
Total Equity	1,665,139.35	1,611,209.39

Statement of Financial Position

Coastguard North Canterbury Incorporated As at 30 June 2022

'What the entity owns?' and 'What the entity owes?'

	NOTES	30 JUN 2022	30 JUN 202
Assets			
Current Assets			
Bank accounts and cash	5	102,522	70.70
Accounts Receivable	5		79,76
Goods and services tax		1,355	48
Total Current Assets			1,88
		103,877	82,13
Non-Current Assets			
Fixed Assets	6	1,507,105	1,571,315
Total Non-Current Assets		1,507,105	1,571,315
Total Assets		-,,	1,011,012
		1,610,982	1,653,447
Liabilities			
Current Liabilities			
Accounts Payable		1.075	
Goods and services tax		1,875	753
Total Current Liabilities		934	
-		2,809	753
Total Liabilities		2,809	753
let Assets		1.000.177	1010000
		1,608,173	1,652,694
ccumulated Funds			
Current Years Earnings		(44,521)	(27.770)
Retained Earnings		10.132 80	(37,772)
Total Accumulated Funds		1,652,694	1,690,466
		1,608,173	1,652,694

UNAUDITED ASHTON WHEELANS

This statement is to be read in conjunction with the accompanying Notes and Review Report.

Performance Report Coastguard North Canterbury Incorporated

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Statement of Financial Performance

Coastguard North Canterbury Incorporated For the year ended 30 June 2022

'How was it funded?' and 'What did it cost?'

	NOTES	2022	202
Revenue			
Donations, Grants & Fundraising	1	34,556	64,72
Coastguard Membership Commissions & Subscriptions	2	5,833	
Revenue from Providing Goods & Services	2		710
Interest Income	2.	5,565	3,850
Other Revenue		101	38
Total Revenue	3	27,465	17,617
		73,521	86,943
Expenses			
Cost of Providing Goods & Services	4	42,376	47,891
Capital Loss on Disposal of Fixed Assets		42,510	
Total Expenses		-	2,261
		42,376	50,152
Surplus / (Deficit) for the Year Before Depreciation		31,145	36,791
Depreciation			
Depreciation		75.000	
Total Depreciation		75,666	74,563
		75,666	74,563
Net Surplus/(Deficit) for the Year	2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 -	(44,521)	(37,772)



This statement is to be read in conjunction with the accompanying Notes and Review Report.

Performance Report Coastguard North Canterbury Incorporated

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Statement of Cash Flows

Coastguard North Canterbury Incorporated For the year ended 30 June 2022

'How the entity has received and used cash'

	NOTES	2022	2021
Cash Flows from Operating Activities			
Donations, Grants & Fundraising		17,687	22.055
Capital Grants and Donations		11,007	23,955
Coastguard Grants & Reimbursements		17 761	18,730
Fees, subscriptions and other receipts from members		17,761	22,613
Receipts from providing goods or services		5,488	1,225
Interest Received		6,883	3,945
Other Revenue		101	38
GST		625	3,161
Payments to suppliers and employees Total Cash Flows from Operating Activities		2,615	2,389
		(16,951)	(43,590)
		34,209	32,465
Cash Flows from Investing and Financing Activities			
Receipts from sale of property, plant and equipment		3,616	
Payments to acquire property, plant and equipment		and the second second	2,626
Total Cash Flows from Investing and Financing Activities		(15,071)	(31,842)
		(11,456)	(29,216)
Net Increase/(Decrease) in Cash		22,754	3,249
Bank Accounts and Cash			
Opening cash		79,768	76 610
Closing cash	r.		76,519
Net change in cash for period	5	102,522	79,768
		22,754	3,249

UNAUDITED

ASHTON WHEELANS

This statement is to be read in conjunction with the accompanying Notes and Review Report.

Performance Report Coastguard North Canterbury Incorporated

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GOVERNANCE

Kaiapoi-Tuahiwi Community Board **Discretionary Grant Application**

Information to assist groups with their application

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

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

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

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

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

	Examples (but not limited to) of what the Board cannot fund:	Examples (but not limited to) of what the Board can fund:
×	Wages	✓ New equipment/materials
x	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
x	Funding of individuals (only non-profit organisations)	✓ Community training
×	Payment of any legal expenditure or associated costs	
x	Purchase of land and buildings	
×	Activities or initiatives where the primary purpose is to promote, commercial or profit-oriented interests	
×	Payment of fines, court costs or mediation costs, IRD penalties	



Criteria for application

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

What happens now?

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

What happens next?

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

Member's Information Exchange June 2023

Name of Member: Brent Cairns

- Visited the Matariki Winter light festival in Oxford... the township looks magical with the towns trees, businesses lit up...along with a residential competition with many homes entering.
- Attended Woodend/Pegasus area strategy plan workshop. Discussions involved Woodend with and without main road going through it, and what it could look like without high traffic volumes. Good discussions about connectivity, business impact, open spaces and roading upgrades.
- Attended Water services Bill impact workshop. ...
- Attended "Flavour for Business" 3 speakers, James from Pak n Save, Nick from Harris farms and Angela from Eat NZ... emphasised the supporting local and buying local and having a local food system, green prescriptions, impact of fresh food and how that impacts on the likes of diabetes.
- Attended Kaiapoi Promotions Association "Chase" event well run and fun event and good promo for the district.
- Attended Road Safety meeting Students against dangerous driving spoke, AA are having to deal with EV breakdowns for both bikes and cars, requiring the need for portable chargers.

Rangiora High have driver training and next year training will start at Kaiapoi High, AA are providing lights for cycles

- PRG Youth movie night planned for the 4th August 2023
- Matariki in Kaiapoi at Norman Kirk park is going to be a huge event, the most stalls and lots of different things to see and do at one event. With fireworks to close the event. Parking on Cass street, will have accessibility parking available.
- North Canterbury Neighbourhood Support, updating our incorporation society status rules to comply with new legislation.
 Have set up bank account to accept donations for CCTV cameras.

Council staff are developing policy, as Council be the ultimate owner of the cameras once they have been installed, policy will have to consider wifi access, power, hardware and upgrading of cameras and maintenance.

 Pegasus Residents' Group held an information meeting on CCTV cameras and will front fund raising promotions.
 Silverstream are planning a

Have started one on one meetings with various events organisers, these discussions will assist with forming future plans for promotions supporting/funding.

- Was invited to visit Amberley and Pines beach to discuss future food forests.
- The Kaiapoi market which was being held behind the library every second week, has decided to stop operating, due to personal circumstances. The new Sunday market at Kaiapoi club which is being held monthly has started well and will hold a kids market in July
- Members of AFRA Aotearoa Food Rescue alliance visited the Kaiapoi food forest.

KAIAPOI-TUAHIWI COMMUNITY BOARD

MEMBERS INFORMATION EXCHANGE For

the month of June 2023

Member' Name: Philip Redmond

	MEMBER'S DIARY	DISCUSSION POINTS
Date	Events members have attended	Community Feedback/Issues Raised
7.06.2023	Cones Road meeting	Drainage improvements
8.06.2023	Clarkville Rural Drainage Advisory Group	
	Kaiapoi Promotions Association	With the Chase's Dark Destroyer 450
	Fundraiser at Kaiapoi School	Attendees
9.06.2023	District Licensing Committee	Training at Amberley
	Christchurch Art Gallery Exhibition "Ship	Joint event with Canterbury Museum
	Nails & Tail Feathers"	
12.06.2023	Woodend-Sefton Community Board Meeting	
13.06.2023	Audit & Risk Committee	Sefton Library rate remission approved,
		marked increase in LOIGMA requests (March
		to May 52 (last year was 31).
	 Briefing / Workshop with Waka Kotahi 	Lineside Road median barrier, possible side road closures.
14.06.2023	Ronels Cuppa	
	Facilities & Consents Fee Waiver	Drafted amendments to Terms of Reference
	Subcommittee	for Community and Recreation Committee
		and Council approval.
	Central Rural Drainage Advisory meeting	
	Pegasus Residents' Group meeting at	Steering Group established to hold a public
45.00.0000	Pegasus Community Centre	meeting.
15.06.2023	Tuahiwi Marae	Tangi for Clare Williams
	Matt Doocey meeting	Discussion on Nationals position on speed management plans (to repeal the rule if in
		government).
19.06.2023	Kaiapoi-Tuahiwi Community Board	government).
20.06.2023	Utilities and Roading Committee meeting	
	 Speed Management Plan workshop 	
	 Council meeting to adopt Annual Plan 	Not all aspects unanimous eg MR873 DC
		remissions
	CPIA Forum	Nationals housing policy for Landlords
21.06.2023	DLC training webinar	
	Chaired Waimakaririr Road Safety Group	Various sectors represented including road
		transport, police, AA and SADD amongst
		others
	Coastal Rural Drainage Advisory Group	
	meeting	

22.06.2023	•	Road Reserve Management Policy discussion	
28.06.2023	•	DLC training via zoom	
	•	Water Services Entities Amendment Bill submission discussion via zoom	
	•	Draft Waimakariri Economic Development Strategy (2024-34) discussion	
1.07.2023	•	WDC Social Club mid-winter dinner at Pegasus Arms	
3.07.2023	•	Property Portfolio Working Group	Discussed a number of disposals and strategic acquisitions
4.07.2023	•	Integrated Transport Strategy pre- briefing discussion	
	•	Council Meeting WHAG meeting	Dark Sky presentation, appointed to Community Oucomes Hearing Panel, approved community board increase in remuneration (WSCB Chair \$15,457, Members \$7,729, KTCB Chair \$18,710 and members \$9,355 from 1 July 2023). Finalised Terms of Reference
7.07.2023	•	Corcoran French Kaiapoi Art Expo	Very well attended and hight standard of art
		Opening	on display.