



**Far North
District Council**



Te Kaunihera o Tai Tokerau ki te Raki

AGENDA

Kaikohe-Hokianga Community Board Meeting

Wednesday, 30 August 2023

Time: 10:00 am
Location: Council Chamber
Memorial Avenue
Kaikohe

Membership:

Member Chicky Rudkin - Chairperson
Member Tanya Filia – Deputy Chairperson
Member Mike Edmonds
Member Trinity Edwards
Member Harmonie Gundry
Member Jessie McVeagh
Member John Vujcich

The Local Government Act 2002 states the role of a Community Board is to:-

- A. Represent, and act as an advocate for, the interests of its community.
- B. Consider and report on all matters referred to it by the territorial authority, or any matter of interest or concern to the community board.
- C. Maintain an overview of services provided by the territorial authority within the community.
- D. Prepare an annual submission to the territorial authority for expenditure within the community.
- E. Communicate with community organisations and special interest groups within the community.
- F. Undertake any other responsibilities that are delegated to it by the territorial authority

Council Delegations to Community Boards - January 2013

The "civic amenities" referred to in these delegations include the following Council activities:

- Amenity lighting
- Cemeteries
- Drainage (does not include reticulated storm water systems)
- Footpaths/cycle ways and walkways.
- Public toilets
- Reserves
- Halls
- Swimming pools
- Town litter
- Town beautification and maintenance
- Street furniture including public information signage.
- Street/public Art.
- Trees on Council land
- Off road public car parks.
- Lindvart Park – a Kaikohe-Hokianga Community Board civic amenity.

Exclusions: *From time to time Council may consider some activities and assets as having district wide significance and these will remain the responsibility of Council. These currently include: The roading network, Hundertwasser toilets, District Library Network, Baysport, the Kerikeri, Kaikohe & Kaitia Airports, Hokianga Vehicle Ferry, i-Site network, Far North Community Centre, Kerikeri Domain, Kawakawa Heated Swimming Pool, Kaikohe Cemetery, Kerikeri Sports Complex, The Centre at Kerikeri, the Bay of Islands/Hokianga Cycle Trail.*

Set local priorities for minor capital works in accordance with existing strategies,

1. Recommend local service levels and asset development priorities for civic amenities as part of the Annual Plan and Long Term Plan processes.
2. Reallocate capital budgets within the Annual Plan of up to 5% for any specific civic amenity, provided that the overall activity budgetary targets are met.
3. Make grants from the allocated Community Funds in accordance with policy 3209, and the SPARC/Sport Northland Rural Travel fund in accordance with the criteria set by the respective body, and, for the Bay of Islands-Whangaroa Community Board, the power to allocate the Hundertwasser Donations Account.
4. Provide comment to council staff on resource consent applications having significance within the Community, including the provision of land for reserves or other public purposes.
5. To hold, or participate in hearings, as the Council considers appropriate, in relation to submissions pertinent to their community made to plans and strategies including the Long Term Plan and Annual Plan, and if appropriate recommend decisions to the Council.

6. To hold hearings of submissions received as a result of Special Consultative Procedures carried out in respect of any matter other than an Annual or Long Term Plan, and make recommendations to the Council.
7. Where recommended by staff to appoint management committees for local reserves, cemeteries, halls, and community centers.
8. To allocate names for previously unnamed local roads, reserves and other community facilities, and recommend to Council name changes of previously named roads, reserves, and community facilities subject to consultation with the community.
9. To consider the provisions of new and reviewed reserve management plans for recommendation to the Council in accordance with the Reserves Act 1977, and hear or participate in the hearing of submissions thereto, as considered appropriate by the Council.
10. To provide recommendations to the Council in respect of applications for the use and/or lease of reserves not contemplated by an existing reserve management plan.
11. Prohibit the use of skateboards in specified locations within their communities, in accordance with Council's Skating Bylaw 1998.
12. Recommend new bylaws or amendments to existing bylaws.
13. Prepare and review management plans for local cemeteries within budget parameters and in a manner consistent with Council Policy.
14. Exercise the following powers in respect of the Council bylaws within their community:
 - a) Control of Use of Public Spaces – Dispensations on signs
 - b) Mobile Shops and Hawkers – Recommend places where mobile shops and/or hawkers should not be permitted.
 - c) Parking and Traffic Control – Recommend parking restrictions, and areas where complying camping vehicles may park, and consider and grant dispensations in accordance with clause 2007.2
 - d) Public Places Liquor Control – Recommend times and places where the possession or drinking of alcohol should be prohibited.
 - e) Speed Limits – Recommend places and speed limits which should be imposed.
15. To appoint Community Board members to speak on behalf of their community in respect of submissions or petitions.
16. Specific to the Bay of Islands-Whangaroa Community Board – consider any recommendations of the Paihia Heritage Working Group and make appropriate recommendations to Council on the development of a draft Plan Change and a Section 32 analysis on heritage provisions for Paihia.
17. To set schedule of meeting dates, times and venues, subject to the meetings not conflicting with meetings of the Council and satisfying the provisions of the Local Government Official information and Meetings Act 1987.
18. To review all proposed public art projects on a project-by project basis to ensure they comply with policy #5105 Art in Public Places, including approval of the aesthetic appearance, maintenance programme, insurance and appropriate location, and to agree to their installation.
19. In respect of applications from food establishments for permission to establish tables and chairs on a public place, i.e. Alfresco dining in accordance with Policy 3116, to consider and decide on any application which does not meet all criteria of the policy, and any application which staff recommend to be declined.
20. Subject to a report from the appropriate managers and the appropriate budgetary provision, to make decisions in respect of civic amenities including the levels of service, and the provision or removal of an amenity not provided for elsewhere in these delegations.

Terms of Reference

In fulfilling its role and giving effect to its delegations, Community Boards are expected to:

1. Comment on adverse performance to the Chief Executive in respect of service delivery.
2. Assist their communities in the development of structure plans, emergency management community response plans, and community development plans.
3. Assist their communities to set priorities for Pride of Place programmes.
4. Have special regard for the views of Māori.
5. Have special regard for the views of special interest groups, e.g. disabled, youth, aged, etc.
6. Actively participate in community consultation and advocacy and keep Council informed on local issues.
7. Seek and report to Council community feedback on current issues by:
 - a) Holding a Community forum prior to Board meetings
 - b) Varying the venues of Board meetings to enable access by members of the community
8. Monitor and make recommendations to Council to improve effectiveness of policy.
9. Appoint a member to receive Annual Plan\Long Term Council Community Plan submissions pertinent to the Board area, attend hearings within the Board area, and attend Council deliberations prior to the Plan adoption.

Protocols

In supporting Community Boards to fulfil their role, the Council will:

1. Provide appropriate management support for the Boards.
2. Organise and host regular workshops with the Community Boards to assess the 'State of the Wards & District' to establish spending priorities.
3. Prior to decision-making, seek and include 'Community Board views' in Council reports in relation to:
 - a) the disposal and purchase of land
 - b) proposals to acquire or dispose of reserves
 - c) representation reviews
 - d) development of new maritime facilities
 - e) community development plans and structure plans
 - f) removal and protection of trees
 - g) local economic development initiatives
 - h) changes to the Resource Management Plan
4. Organise and host quarterly meetings between Boards, the CEO and senior management staff.
5. Prepare an induction/familiarisation process targeting new members in particular early in the term.
6. Support Board members to arrange meetings with local agencies and service clubs to place more emphasis on partnerships and raising profile of the Boards as community leaders.
7. Permit Board chairperson (or nominated member) speaking rights at Council meetings.
8. Help Boards to implement local community projects.
9. Arrange for Infrastructure and Asset Management Staff to meet with the Community Boards in September each year to agree the capital works for the forthcoming year for input into the Annual or Long Term Plan.
10. Provide information.

Far North District Council
Kaikohe-Hokianga Community Board Meeting
will be held in the Council Chamber, Memorial Avenue, Kaikohe on:
Wednesday 30 August 2023 at 10:00 am

Te Paeroa Mahi / Order of Business

1	Karakia Timatanga / Opening Prayer	7
2	Ngā Whakapāha Me Ngā Pānga Mema / Apologies and Conflicts of Interest	7
3	Te Wāhanga Tūmatanui / Public Forum	7
4	Ngā Tono Kōrero / Deputation.....	7
5	Ngā Kaikōrero / Speakers	7
6	Te Whakaaetanga o Ngā Meneti o Mua / Confirmation of Previous Minutes.....	8
6.1	Confirmation of Previous Minutes	8
7	Ngā Pūrongo / Reports.....	17
7.1	Chairperson and Members Reports	17
7.2	Road Naming - 8113 State Highway 1, Omapere	27
7.3	Road Naming - Lot 19, 90 Wehirua Road, Okaihau	38
7.4	Project Funding Reports	44
7.5	Funding Applications.....	48
8	Ngā Pūrongo Taipitopito / Information Reports	77
8.1	Kaikohe-Hokianga Statement of Community Board Fund Account as at 31 July 2023	77
8.2	Rawene Campus - Te Puna o Kūpenuku Update.....	83
8.3	Kaikohe-Hokianga Community Board Action Sheet Update August 2023	118
9	Karakia Whakamutunga / Closing Prayer	120
10	Te Kapinga Hui / Meeting Close	120

1 KARAKIA TIMATANGA / OPENING PRAYER

Pou hihiri.	May clarity be yours.
Pou rarama.	May understanding be yours.
Pou te whakaaro	Through reflection.
Pou te tangata.	Through personal endeavour.
Pou o te aroha.	Through our love
Te pou e here nei i ā tātou.	The pillar that binds us.
Mauri ora ki ā tātou	Give us life.
Haumi e, hui e, tāiki e!	Invest and join together.

2 NGĀ WHAKAPĀHA ME NGĀ PĀNGA MEMA / APOLOGIES AND CONFLICTS OF INTEREST

Members need to stand aside from decision-making when a conflict arises between their role as a Member of the Community Board and any private or other external interest they might have. This note is provided as a reminder to Members to review the matters on the agenda and assess and identify where they may have a pecuniary or other conflict of interest, or where there may be a perception of a conflict of interest.

If a Member feels they do have a conflict of interest, they should publicly declare that at the start of the meeting or of the relevant item of business and refrain from participating in the discussion or voting on that item. If a Member thinks they may have a conflict of interest, they can seek advice from the Chief Executive Officer or the Manager - Democracy Services (preferably before the meeting).

It is noted that while members can seek advice the final decision as to whether a conflict exists rests with the member.

3 TE WĀHANGA TŪMATANUI / PUBLIC FORUM

To be confirmed on the day.

4 NGĀ TONO KŌRERO / DEPUTATION

No requests for deputations were received at the time of the Agenda going to print.

5 NGĀ KAIKŌRERO / SPEAKERS

6 TE WHAKAAETANGA O NGĀ MENETI O MUA / CONFIRMATION OF PREVIOUS MINUTES

6.1 CONFIRMATION OF PREVIOUS MINUTES

File Number: A4145371

Author: Marlema Baker, Meetings Administrator

Authoriser: Aisha Huriwai, Team Leader Democracy Services

PURPOSE OF THE REPORT

The minutes are attached to allow the Kaikohe-Hokianga Community Board to confirm that the minutes are a true and correct record of the previous meeting.

RECOMMENDATION

That the Kaikohe-Hokianga Community Board confirms the minutes of the meeting held 2 August 2023 as a true and correct record.

1) BACKGROUND

Local Government Act 2002 Schedule 7 clause 28 states that a local authority must keep minutes of its proceedings. The minutes of these proceedings duly entered and authenticated as prescribed by a local authority are prima facie evidence of those meetings.

2) DISCUSSION AND OPTIONS

The unconfirmed minutes of the meeting are attached.

The Kaikohe-Hokianga Community Board Standing Orders Section 3.17.3 states that “no discussion may arise on the substance of the minutes at any succeeding meeting, except as to their correctness”.

Reason for the recommendation

The reason for the recommendation is to confirm the minutes as a true and correct record of the previous meeting.

3) FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION

There are no financial implications or the need for budgetary provision.

ATTACHMENTS

- 1. 2023-08-02 Kaikohe-Hokianga Community Board Minutes - A4319768** [↓](#) 

**MINUTES OF
KAIKOHE-HOKIANGA COMMUNITY BOARD MEETING
HELD AT THE COUNCIL CHAMBER, MEMORIAL AVENUE, KAIKOHE
ON WEDNESDAY, 2 AUGUST 2023 AT 10:02 AM**

PRESENT: Chairperson Chicky Rudkin, Deputy Chairperson Tanya Fila, Member Mike Edmonds, Member Trinity Edwards, Member Harmonie Gundry, Member Jessie McVeagh.

IN ATTENDANCE: Cr Babe Kapa.

STAFF PRESENT: Rhonda-May Whiu - Democracy Advisor, Melissa Wood – Community Board Co-ordinator, Kathryn Trewin – Funding Advisor, Eden Ramsey - Finance and Customer Administrator, Janie Little – Programme Coordinator - MTFJ, Rochelle Dean – Manager – Compliance.

1 KARAKIA TIMATANGA / OPENING PRAYER

Chairperson Chicky Rudkin opened the meeting with a karakia.

2 TE WĀHANGA TŪMATANUI / PUBLIC FORUM

Linda Bracken from Kaikohe Business Association regarding anti-tagging and Recreation Road planter boxers.

Ross Killen regarding concerns with the new southern dog pound and rubbish on main road.

3 NGĀ TONO KŌRERO / DEPUTATIONS

Nil

4 NGĀ KAIKŌRERO / SPEAKERS

Anita Warren from Otua Sports Club regarding agenda item 7.6a funding application.

Shane Watts regarding 5 July 2023 agenda item 7.2g funding application.

At 10:27 am, Member Mike Edmonds left the meeting.

At 10:28 am, Member Mike Edmonds returned to the meeting.

5 NGĀ WHAKAPĀHA ME NGĀ PĀNGA MEMA / APOLOGIES AND CONFLICTS OF INTEREST

An apology was received from Member John Vujcich and is accepted as he is absent on other Council business.

6 TE WHAKAAETANGA O NGĀ MENETI O MUA / CONFIRMATION OF PREVIOUS MINUTES

6.1 CONFIRMATION OF PREVIOUS MINUTES

Agenda item document number A4145320, pages 8 - 15 refers.

RESOLUTION 2023/47

Moved: Member Jessie McVeagh

Seconded: Member Tanya Fila

That the Kaikohe-Hokianga Community Board confirms the minutes of the meeting held 5 July 2023 as a true and correct record.

CARRIED

7 NGĀ PŪRONGO / REPORTS

7.1 CHAIRPERSON AND MEMBERS REPORTS

Agenda item document number A4144352, pages 16 - 24 refers.

RESOLUTION 2023/48

Moved: Member Harmonie Gundry

Seconded: Member Jessie McVeagh

That the Kaikohe-Hokianga Community Board note the July 2023 reports from Chairperson Chicky Rudkin and Member Trinity Edwards, Deputy Chairperson Tanya Fila, and Member Jessie McVeagh.

CARRIED

7.2 ROAD RE-NAMING - PERA ROAD WAIMA BACK TO PERAS ROAD

Agenda item document number A4306541, pages 25 - 36 refers.

MOTION

Moved: Member Mike Edmonds

Seconded: Member Harmonie Gundry

That Kaikohe-Hokianga Community Board, pursuant to Council's Naming Policy, re-name Pera Road, Peras Road.

RESOLUTION 2023/49

Moved: Member Jessie McVeagh

Seconded: Member Chicky Rudkin

That Kaikohe-Hokianga Community Board leave the report re-name Pera Road, Peras Road to **lie on the table.**

Abstained: Member Mike Edmonds

CARRIED

7.3 ROAD NAMING - LOT 19, 90 WEHIRUA ROAD, OKAIHAU

Agenda item document number A4306808, pages 37 - 47 refers.

RESOLUTION 2023/50

Moved: Member Mike Edmonds

Seconded: Member Chicky Rudkin

That the Kaikohe-Hokianga Community Board, pursuant to Council's Road Naming and Property Addressing Policy #2125, name a private road, Toka Puia Lane that is currently addressed at Lot 19, 90 Wehirua Road, Okaihau as per map (A4000790).

CARRIED

7.4 ALFRESCO DINING APPLICATIONS

Agenda item document number A4272366, pages 48 - 56 refers.

RESOLUTION 2023/51

Moved: Member Mike Edmonds

Seconded: Member Chicky Rudkin

That the Kaikohe-Hokianga Community Board pursuant to the Council resolution passed on 30 June 2022, provide comment on the renewal of alfresco dining approval applications from Kaikohe Bakehouse Café and A New Era Cafe to assist with the final decision on the renewal applications.

CARRIED

7.4b ALFRESCO DINING APPLICATIONS COMMENT**MOTION**

Moved: Member Jessie McVeagh

Seconded: Member Chicky Rudkin

That the Kaikohe-Hokianga Community Board support both of the alfresco dining applications and request that the condition be added to the application that the area be a non-smoking area

Abstained: Member Tanya Filia

LOST

7.4c ALFRESCO DINING APPLICATIONS COMMENT**RESOLUTION 2023/52**

Moved: Member Mike Edmonds

Seconded: Member Chicky Rudkin

That the Kaikohe-Hokianga Community Board support both alfresco dining applications.

Abstained: Member Jessie McVeagh and Member Tanya Filia

CARRIED

At 10:55 am, Member Tanya Filia left the meeting.

At 10:58 am, Member Tanya Filia returned to the meeting.

7.5 INITIATION OF PUBLIC CONSULTATION FOR GROUND LEASE TO HOKIANGA BOWLING CLUB OVER 61 CLENDON ESPLANADE, RAWENE

Agenda item document number A4261098, pages 57 - 62 refers.

MOTION

Moved: Member Jessie McVeagh

Seconded: Member Tanya Filia

That the Kaikohe – Hokianga Community Board recommends to Council:

- a) that the public consultation process is commenced on the granting of a new ground lease to Hokianga Bowling Club Incorporated, over approximately 2700.9m2 of land being Sections

153, 157 and 158 TN OF Rawene, located at 61 Clendon Esplanade, Rawene and vested in Far North District Council as recreation reserve.

The terms of the proposed lease shall be:

Term: 15 years (5+5+5) – allowed for under the Reserves Act 1977

Rental: As per FNDC Fees and Charges Schedule for a Community lease.

\$118 plus GST for 2023/24 and reviewed annually in conjunction with the FNDC fees and Charges Schedule.

- b) is appointed to hear any submissions received in response to the consultation process and to make recommendations to Council.

AMENDMENT

Moved: Member Mike Edmonds

Seconded: Member Chicky Rudkin

That the Kaikohe – Hokianga Community Board recommends to Council:

- a) that the public notice as required by the Reserves act 1977 is commenced on the granting of a new ground lease to Hokianga Bowling Club Incorporated, over approximately 2700.9m2 of land being Sections 153, 157 and 158 TN OF Rawene, located at 61 Clendon Esplanade, Rawene and vested in Far North District Council as recreation reserve.

The terms of the proposed lease shall be:

Term: 15 years (5+5+5) – allowed for under the Reserves Act 1977

Rental: As per FNDC Fees and Charges Schedule for a Community lease.

\$118 plus GST for 2023/24 and reviewed annually in conjunction with the FNDC fees and Charges Schedule.

- b) is appointed to hear any submissions received in response to the public notice and to make recommendations to Council.

CARRIED

The amendment became the substantive motion.

RESOLUTION 2023/53

Moved: Member Mike Edmonds

Seconded: Member Chicky Rudkin

That the Kaikohe - Hokianga Community Board recommends to Council:

- a) that the public notice as required by the Reserves act 1977 is commenced on the granting of a new ground lease to Hokianga Bowling Club Incorporated, over approximately 2700.9m2 of land being Sections 153, 157 and 158 TN OF Rawene, located at 61 Clendon Esplanade, Rawene and vested in Far North District Council as recreation reserve.

The terms of the proposed lease shall be:

Term: 15 years (5+5+5) – allowed for under the Reserves Act 1977

Rental: As per FNDC Fees and Charges Schedule for a Community lease.

\$118 plus GST for 2023/24 and reviewed annually in conjunction with the FNDC fees and Charges Schedule.

- b) is appointed to hear any submissions received in response to the public notice and to make recommendations to Council.

.CARRIED

7.6a FUNDING APPLICATIONS

Agenda item document number A4298043, pages 63 - 82 refers.

RESOLUTION 2023/54

Moved: Member Mike Edmonds

Seconded: Member Chicky Rudkin

That the Kaikohe-Hokianga Community Board leaves the application from Otaua Sports Club for basketball and sporting facility upgrades to **lie on the table while staff work through the project logistics with the applicant.**

CARRIED

7.6b FUNDING APPLICATIONS**RESOLUTION 2023/55**

Moved: Member Jessie McVeagh

Seconded: Member Tanya Fila

That the Kaikohe-Hokianga Community Board approves the sum of \$1,000 (plus GST if applicable) be paid from the Board's the Board's Community Fund to Jinu Jose for Onam 2023 community celebration to support the following Community Outcomes:

- i) Proud, vibrant communities**
- ii) Communities that are healthy, safe, connected and sustainable.**

CARRIED

7.6c FUNDING APPLICATIONS**RESOLUTION 2023/56**

Moved: Member Mike Edmonds

Seconded: Member Chicky Rudkin

That the Kaikohe-Hokianga Community Board approves the request from the Rawene Golf Club for an extension of time for their Family Fun Day Event to take place no later than 31 March 2024, due to adverse weather events preventing the event from taking place on the original date.

CARRIED

7.6d FUNDING APPLICATIONS**RESOLUTION 2023/57**

Moved: Member Mike Edmonds

Seconded: Member Jessie McVeagh

That the Kaikohe-Hokianga Community Board directs that the unused balance of \$60 granted to the Hokianga Sailing Trust on 1 June 2022 (resolution 2022/42) be rescinded and the funds returned to the Boards Community Fund for reallocation.

CARRIED

7.6e FUNDING APPLICATIONS**RESOLUTION 2023/58**

Moved: Member Mike Edmonds

Seconded: Member Chicky Rudkin

That the Kaikohe-Hokianga Community Board:

- e) rescinds resolution 2022/47 (j) allocating \$1,650 to Rob Pink for the purchase and installation of sand for the Clendon Esplanade at Rawene and directs that the funding be returned to the Boards Placemaking Fund for reallocation, as the applicant has made a subsequent application that has superseded this application.**

CARRIED**7.6f FUNDING APPLICATIONS****RESOLUTION 2023/59**

Moved: Member Tanya Filia

Seconded: Member Chicky Rudkin

That the Kaikohe-Hokianga Community Board rescinds resolution 2022/52 allocating \$3,000 towards visual communications and public relations for the work at Memorial Park and directs the funding be returned to the Boards Placemaking Fund for reallocation, as the work was undertaken by the Far North District Council Communications team as part of their workstream.

CARRIED**7.6g FUNDING APPLICATIONS****RESOLUTION 2023/60**

Moved: Member Mike Edmonds

Seconded: Member Tanya Filia

That the Kaikohe-Hokianga Community Board rescinds resolution 2022/59 allocating \$1,800 to the Ngapuhi Hokianga Ki Te Raki Society Incorporated as the event applied for did not take place and directs the funding be returned to the Boards Community Fund for reallocation.

CARRIED**7.6f FUNDING APPLICATIONS****RESOLUTION 2023/61**

Moved: Member Mike Edmonds

Seconded: Member Chicky Rudkin

That the Kaikohe-Hokianga Community Board uplifts the funding application report from Shane Watts that was left to lie on the table at the 5th of July 2023 meeting and approves the sum of \$1,500.00 (plus GST if applicable) be paid from the Board's Community Grant Fund account to Shane Watts for the recording of music to support the following Community

Outcomes:

- i) **Proud, vibrant communities**
- ii) **Communities that are healthy, safe, connected and sustainable.**

CARRIED**8 NGĀ PŪRONGO TAIPITOPITO / INFORMATION REPORTS****8.1 HOKIANGA FERRY LIAISON GROUP**

Agenda item document number A4263404, pages 83 - 87 refers.

RESOLUTION 2023/62

Moved: Member Chicky Rudkin

Seconded: Member Jessie McVeagh

That the Kaikohe-Hokianga Community Board receives the Hokianga Ferry Liaison Group Information report.**CARRIED****8.2 KAIKOHE-HOKIANGA COMMUNITY BOARD ACTION SHEET UPDATE JULY 2023**

Agenda item document number A4143883, pages 88 - 89 refers.

RESOLUTION 2023/63

Moved: Member Chicky Rudkin

Seconded: Member Harmonie Gundry

That the Kaikohe-Hokianga Community Board note there are no action items for July 2023.**.CARRIED****9 TE KAPINGA HUI / MEETING CLOSE****The meeting closed at 11.20 am.****The minutes of this meeting will be confirmed at the Kaikohe-Hokianga Community Board Meeting held on 30 August 2023.**.....
CHAIRPERSON

7 NGĀ PŪRONGO / REPORTS

7.1 CHAIRPERSON AND MEMBERS REPORTS

File Number: A4161215

Author: Melissa Wood, Community Board Coordinator

Authoriser: Scott May, Manager - Stakeholder Relationships

TE TAKE PŪRONGO / PURPOSE OF THE REPORT

The report provides feedback to the community on matters of interest or concern to the Community Board.

NGĀ TŪTOHUNGA / RECOMMENDATION

That the Kaikohe-Hokianga Community Board note the reports from Chairperson Rudkin and Member Trinity Edwards, Deputy Chair Filia, Member Harmonie Gundry, and Member Jessie McVeagh.

TE TĀHUHU KŌRERO / BACKGROUND

The Local Government Act 2002 Part 4 Section 52 states that the role of a Community Board is to represent, and act as an advocate for the interests of its community.

TE MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND NEXT STEPS

Community Boards are required to consider and report on any matters of concern or interest to the Community Board, maintain an overview of services provided to the community and communicate with community organisations and special interest groups within the community.

The reports from the Chairperson and Members provide information to community on these requirements. They also provide Request for Service (RFS) information on issues of interest or concern to the Community Board, providing a reference for further enquiry on the progress of the matters raised. The report from the Chairperson and members are attached.

Resource Consents have been emailed to community board members. Members have five days to send feedback in relation to a resource consent. Members will be expected to include these details in their member reports going forward.





REASON FOR THE RECOMMENDATION

The reason for the recommendation is to provide information to the Community on the work that has been undertaken by the Chairperson and Members on its behalf.

NGĀ PĀNGA PŪTEA ME NGĀ WĀHANGA TAHUA / FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION

There are no financial implications or the need for budgetary provision as a result of this report.

NGĀ ĀPITI HANGA / ATTACHMENTS

1. KHCB Chair Rudkin_Member Edwards report Aug 23 - A4335458 [↓](#) 
2. KHCB Deputy Chair Filia report Aug '23 - A4334218 [↓](#) 
3. KHCB Member Gundry report Aug '23 - A4336401 [↓](#) 
4. KHCB Member McVeagh report Aug '23 - A4334219 [↓](#) 



Member's Report

Name: Chairperson Chicky Rudkin, Member Trinity Edwards

Subdivision: Kaikohe

Date: 10 August 23

Meetings Attended

Date	Meeting	Comments
15 May and ? August	Kaikohe Civic Hub and Library Steering Group meetings attended by Chicky Rudkin	The working group (FNDC Staff, Far North Holdings, Akau staff) will be developing an engagement plan that will involve community consultation. The outcome of the engagement plan will then be shared with the steering group to make some confirmed decisions around next steps.
9 July	Kohukohu Community Hall Committee attended by Chicky Rudkin	The interim KCH Committee have been working extremely hard to get meeting processes, hall policies, constitution matters and a myriad of other issues/matters underway. The AGM is set for 26th August to be held at the Kohukohu community hall. This will be the final meeting of the Interim committee.
8 August		Stakeholder Relationship Manager, and Manager Property and Facilities Management met with the community to discuss upcoming property plans for the hall.
30 June	Kaikohe Business Association Breakfast at Ngawha Innovation Centre attended by Chicky Rudkin	Guest speaker Tania Burt - Destination Northland
10 August	Combined Community Board Workshop attended by Chicky Rudkin	Presentations - Climate Adaption, Community Board delegations, Long Term Plan update, Civil Defence, Dogs-Animal Management, Project Management system

Request for Service

Issue name	Comment
RFS 4157436	Lindvart Park Trees - update requested to Facilities
RFS raised by Shaun Reilly	LGOIMA request has also now been raised with Legal as per Board resolution FNDC Staff have met with Mr Reilly and explained situation moving forward. Toilet on cycle track noted in Long term plan.
RFS 4157047	Potholes on Guy Road / Mangakahia Road - repaired by Waka Kotahi, may need further maintenance as unsatisfactory finish



Member's Report

RFS 4158017	Multiple potholes from the Long Bridge to and including 2611 West Coast Road, Panguru that need attention. Cars falling into holes after dark that have caused tyres to pop. I asked Fulton Hogan: There are jobs programmed for grading, slips and culvert clears in the system for West Coast Road waiting on weather and council approval (for culvert clears and some slip work).
RFS 4164098	Contact from Community member re driveway culvert repair Te Iringa Road Kaikohe - resolved
RFS Numbers sent via Facebook	Contact from Community member re roads in Kohukohu - resolved

Community Issues

Issue name	Comment
Bike for Life	Continued communication across this group to discuss the problem of motorbikes, bicycles and cars causing havoc in Kaikohe but also across many communities. See below. Next meeting is planned for 14th August at 3pm.
Roading	Exceptionally bad weather has once again meant that many roads in rural areas are at risk of closure, temporary closure, reduced to single lanes and in some areas prove to be dangerous to drive on. Community members have been encouraged to lodge an RFS and to follow up progress of the RFS however I am aware that this has been frustrating for some community members. Recent example - Paponga and Rakautapu Roads in Kohukohu. Appreciate the support and follow up by Councillor McNally. Just disappointing that we have to go to such lengths to get action. There are other roads in our area that community members don't RFS, or don't go public about yet need urgent action. Examples would have to be Motuti Slip and the road into Pawarenga (both have been RFS'd)
Otaua Sports Club	It was great to hear from Otaua Community members at the last KHCB meeting who are passionate about making change in their community to create active spaces for their rangatahi and whanau to get involved in.

Other Issues

- Bike for Life**
 Wednesday hui with Bike for Life to follow up from Community Hui held about the issue of bicycles, cars and motorbikes causing frustration for the community. Committee meetings have not been as regular as planned however communication still occurs via other platforms. Jay Hepi (Chairperson) has met and discussed funding possibilities with FNDC staff.
- Motuti / Runaruna roading slips**
 Frustration continues over the time taken to fix the Motuti slip. The last update indicated a hold up with securing land to divert the road. A ver temporary fix has occurred so that vehicles can get across this part of the road without dropping into it and potentially damaging front bumpers.



Member's Report

3. **The KHCB Strategic Plan**
The plan has been completed and focuses on the maintenance and improvement of some towns in our Community Board area and includes other matters brought to our attention recently.
4. **Kaikohe Playground Bench seat**
The new seat gifted to us by the All Blacks was a special event recently that allowed our whanau to meet and greet Ngati Hine/ Ngaphui All Black Reiko Iaone. This event was well attended by our community.
5. **Community concern continues** about the state of some businesses, streets and motorbikes driving dangerously throughout the district.

Report prepared by KHCB Chair Chicky Rudkin and KHCB Member Trinity Edwards



Member's Report

Name: Tanya Filia

Deputy Chair - KHCB

Subdivision: South Hokianga

Date: August 2023 Report

Meetings Attended

Date	Meeting	Comments
24/6/23	Hui with member McVeagh	A hui held to discuss our ward's RFS and issues brought to us as South Hokianga Community board reps
28/6/23	KHCB strategic planning hui	Another hui to discuss, priorities and edits for our KHCB strategic plan.
4/7/23	Executive Agenda review hui – Kaikohe council building	Preview in preparation for the board hui
5/7/23	KHCB hui Kaikohe Council Chambers	Scheduled hui
17/7/23	Online Nga Ngaru o Hokianga Takiwa hui	Presented my board members report and participated in discussions with attendees.

Community Issues

Issue name	Comment
State Highway 12 Rawene, Omanaia	Swimming pool in the drain – this has still not been attended to running water blocked drain, it rises in any rain, the drain needs to be unblocked. I received an email on 31 May from Fulton Hogan Northern Area supervisor who has investigated and advised it has been programmed to be cleaned out using a sucker truck but is unable to advise the date and time it will take place. Still NOT attended to as of today 5 August 2023. Fulton Hogan are the maintenance contractors for Northland State Highways for Waka Kotahi.
<u>Kokohuia road RFS numbers are March 2022/ 4096801 & 4102733 Aug 2022 / 4122511 RFS:3898749 There are others</u>	<p><u>Historical RFS put through from many Kokohuia Road residents. I have noted some of these RFS numbers.</u></p> <p><u>An elected member/ NTA site hui with be appropriate to see first-hand the state of this road.</u></p>

Fire Hydrants Omapere/Opononi RFS: 4135612 Date: 21.11.22	Hydrants marked along SH12 - Resolved
RFS 4093246 RFS 4161249 – 4WD vehicles on verges -	 <p>Footpaths and Berms Opononi – on SH12 Opononi in front of the BOWLING CLUB</p> <p>More damage done and a recent RFS sent in by me in regards to the state of the footpaths still !!! – clean up needed – maintenance needed to clean gravel travel and debris from Fairlie Crescent intersection to bowling club.</p> <p>Update 9/8/22: Temporary fencing has been installed and drainage work will be undertaken to address the issue with water pooling. Once the drainage issue is resolved a permanent barrier will be installed to protect the piping and the reserve.</p>
Abandoned Vehicles Car Rawene road RFS: 4168436	All vehicles that are left on roadsides stolen and crashed or in car accidents on both state highways and off roads across our district need to be removed as soon as possible. The longer they lie there damaged, the more risk to the whenua and waterways from leaking engine oil and petrol, the end up being stripped and on some occasions are set on fire. Fire risk and brigades attend, this can all be avoided if the cars are moved immediately.
Opononi Town hall RFS: 4165589	Council personnel are working with the Opononi Town Hall members to address their concern over the upgrade work done on the town hall recently.

Requests for Service (RFS) – see above the RFS recorded against the commentary column.




Member's Report

Name: Harmonie Gundry
 Subdivision: North Hokianga
 Date: 09/08/2022

Meetings Attended

Date	Meeting	Comments
07/06/2023 - 10/06/2023	Inspiring stories Wellington	Awesome kaupapa.
11/06/2023	KKTH interim Committee election	Nil
28/06/2023	Strategic Plan Workshop	Nil
15/06/2023	Extraordinary Kaikohe-Hokianga Community Board Meeting	Nil
18/07/23	Waipuna aa rangi hui	Great kaupapa, would have loved more information regarding this
09/07/23	KKTHC meeting	Nil
02/08/23	KHB Meeting	Nil
07/08/23	Kohukohu hall engagement Meeting	Great feedback and input from our whanau to the members who were present at this hui.

Community Issues

Issue name	Comment
Mangonuiowae	Mana Whenua want to take over the Broadwood/ Mangonuiowae foot bridge project. Update on this project.
Pawarenga	<p>Road slips multiple areas. Flooding Proctors rd – Major Road Maintenance needs to happen out in this rohe.</p> 

Member's Report

Name: Jessie McVeagh

Subdivision: South Hokianga

Date: 08.8.23

Meetings Attended

Date	Meeting	Comments
2.8.23	KHCB Monthly Meeting	Public forum, Community grants allocation, discussion on strategic relationships in the KH ward.
8.8.23	Community Board Executive Committee	Planning, budget, CB Conference, Resources for Community Boards on good governance.

Community Issues

Issue name	Comment
Wastewater discharge to Hokianga Harbour	Hokianga is unanimous that there should be zero human waste to water. Commissioners will return on October 12th to finish the hearings at Opononi Memorial Hall. The FNDC amended application for the Opononi -Omapere and Kohukohu wastewater treatment should be available soon.
Contaminated water from Lake Omapere into Hokianga Harbour	The pollution of Lake Omapere flows into the Hokianga Harbour. NRC have allocated money to create a business plan to restore the health of the Hokianga catchment. This plan should enable NRC and other organisations to attract funding to begin restoring the mauri of the Hokianga waters.
Spraying of roadsides, Rawene	Alternatives to Glyphosate spray; we have been in discussion with staff around improved mowing of berms to reduce the fire hazard and use of toxic spray, and any cost implications this may have.
Hokianga Community Campus access	There is public concern around the cutting down of heritage fruit trees on the campus site. FNDC Campus liaison group are waiting on another meeting to discuss this and other issues around maintenance and use of the Campus.
Litter, waste, recycling services	KHCB allocated Placemaking funds for Para Kore (Zero Waste) to contract someone to support education on litter, rubbish, burning, dumping and recycling to improve the problem in our area. A new Waste Management and Minimisation plan is being developed; community will be able to feed into this and offer local solutions.
Traffic calming, safe accessible footpaths Rawene, Opononi and Omapere	There are ongoing safety concerns around speed, safe cycling and safe footpaths for pedestrians, push chairs and people with mobility issues. We continue to advocate for improvements. The temporary speed bumps in Rawene are in need of repair.
Rawene Domain	Several local groups continue to work on a collaborative plan to create a recreational hub on the Domain that will serve a wide variety of people and

	activities in this public space. The area is currently being surveyed to establish the correct boundaries before moving ahead.
Animal control	Stock on roads is endangering drivers. We have been supporting local people to find appropriate locally-led solutions. Dogs roaming in Rawene, Whirinaki, Opononi and Omapere are a concern, this has been brought to Council attention.
Erosion to seawall Clendon Esp. Rwn	The hole has been temporarily filled to prevent risk to children. Still awaiting the permanent fixing of the hole.
FNDC assets and reserves	There are concerns about the level of service our facilities receive, such as cleaning gutters, repairs, mowing, weed control, litter. Contracts are due for renewal next year. We have fed back re appropriate levels of service in our area and await the cost implications that this may incur.
Hapū and Community-led priorities	We have a draft KHCB strategic plan with projects prioritised and currently being costed. The next step is to reprioritise and put items forward to be considered for the Long-Term Plan.
Non-notified vs Notified resource consents	There is a need for clear guidelines for communities and discussion with FNDC regarding public interest on new consents.
Safety in Community	There are widespread concerns around safety in our communities. Hokianga are seeking our own solutions. Possible FNDC support with cameras in public spaces, perhaps similar to the CCTV that Kaikohe have.
Housing	This is an ongoing crisis that needs support at all levels. Seeking guidance from FNDC to support better housing and address homelessness in our ward.
Housing for Elderly	Expressions of Interest have been put to FNDC for the Elderly Housing across the area.
Safe Cycling	Rawene road from the ferry to the junction with SHW12 needs to be made safe for the increasing number of cyclists we have.
Climate Change	There is a strong call for FNDC to take action on reducing emissions and supporting community resilience. Discussions with community around potential impacts and FNDC plans and projects on climate change action are needed.
Water resilience.	A scheme for FNDC subsidies on water tanks and pumps is being considered for costing.
Roads, dust, 1 lane bridge approaches	South Hokianga are asking for a higher level of service on the maintenance of all our roads, safer approaches to 1 lane bridges, improved dust control on Waima Valley road and Otaua, sealing outside Otaua Te Kohanga Reo.
Support for Community groups	We are exploring how FNDC can support the development of the various projects and aspirations of our communities and groups across the Kaikohe Hokianga ward.
Civil Defence response	Civil Defence groups are reviewing local responses across Hokianga, looking at what support that FNDC might offer, what roles FNDC staff and Elected Members take in Emergency response.
Pine Plantations	There is community concern around the increasing number of pine plantations in our ward, particularly with regard to slash, impact on water quality and waterways, increased pollen and reduced farmland.

Requests for Service (RFS)

RFS number	Date	Comment
4121926	5.12.22	Erosion of Seawall Rawene, the hole was filled to prevent risk to children, however erosion under the road is still a concern. Awaiting funding allocation.
4133549	3.11.22	Spray-free Hokianga wish to progress this issue, prefer mowing as an approach where possible, weedeating where necessary and organic spray as a last resort.
4140355	27.12.22	Broken retaining wall below Parnell st, above Nimmo st E. Works to rebuild the rock and concrete supported structure have been programmed and were scheduled to commence during April. Not yet completed as awaiting funding allocation.
4144572	1.2.23	Taita Rd slip; Status is Priority 1. Application for Geotech and design approved. Awaiting on funding approval for construction.
4157381	9.5.23	Newton Rd, Ōmāpere water inundation and slips below the road (on private property). FNDC response is that slips on private property are outside Council responsibility, and that the road is a distance from the slip area so unlikely to have caused the slip.
4159846	24.5.23	Cemetery Rd, Pakanae- damage to bridge and road, inadequate drainage a health and safety concern from flood risk. NRC have inspected the river for fallen trees. FNDC have inspected the road and bridge to schedule repairs. FNDC state that the roadside is in a floodplain so this area will be expected to flood in extreme weather events.
4168425	26.7.23	Potholes near 130 Rawene road. These have been repaired.
4168436	27.7.23	Abandoned car on side of Rawene Rd. This has been referred to the contractor for pick up.
4168266	26.7.23	There is public concern around the effect of new Pine Plantations in Waiotemarama Gorge. FNDC state that they do not have responsibility around this issue, as it falls under Northland Regional Council.
4169493	4.8.23	Streetlight not working opposite 145 Parnell st Rawene (follow up on community rfs).
4168254	26.7.23	Legal status of the end of Opara rd regarding responsibility to maintain and repair (follow up of community rfs). RFS referred to legal team.

Other Issues

Concrete bollards were placed at Russell Esplanade, Rawene. Rāwene Ratepayers and Residents Association have been working with consultants on suitable replacements.

7.2 ROAD NAMING - 8113 STATE HIGHWAY 1, OMAPERE

File Number: A4328503

Author: Eden Ramsay, NTA - Finance and Customer Services Administrator

Authoriser: Andy Finch, District Engineer

TAKE PŪRONGO / PURPOSE OF THE REPORT

To seek approval from the Kaikohe-Hokianga Community Board to officially name a public road.

WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY

Council has received a Road Naming application to name a public road addressed at 8113 State Highway 1, Omapere. Community Boards have delegated authority to name roads.

TŪTOHUNGA / RECOMMENDATION

That the Kaikohe-Hokianga Community Board, pursuant to Council's Road Naming and Property Addressing Policy #2125, name a public road, Te Hekenga Road that is currently addressed at 8113 State Highway 1, Omapere.

1) TĀHUHU KŌRERO / BACKGROUND

Mrs Raewyn Klaricich advised that this is a private road, however after communication with Council's property team it has come to light that this is a public road.

This report was put forward to the Kaikohe-Hokianga Community Board on the 12th April 2023 incorrectly stating the road was private. The resolution was carried to name the road Te Hekenga Road as per attachment 1. This report has now been rectified and states the road is public.

This is a public road which follows the line surveyed to ascend the steep hill now known as Pakia. This name was placed on Pakia by Chief Tohe of Spirits Bay in the Far North. The naming marks his journey from the North Southward.

His journey, in the company of his attendant Ariki, left a strand of ancestral names extending from Kapo-Wairua to the northern ridgeline of the Maunganui Bluff where he died. The purpose of his journey was to see his daughter, Ra-Nini Kura, who lived on the eastern side of the Waioara River at Tokatoka.

From the beach end of Pioneer Walk, Tohe climbed the Te Pikinga Reserve hill in the rain, to the summit of Pakia where he and Ariki rested. The pair then proceeded southward downhill reaching the stream which was in flood. They put together bundled flax and crossed the river, hence the name Waiwhatawhata.

There are numerous other place names given by Tohe along this ancient Coastal Walkway, Waimamaku, Wairau, Kawerua, Waipoua. His journey was conducted during heavy and consistent rain and flooding this is reflected in the names.

The background for these names is given also as per the Road Naming application attached

2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS

Their suggestions is as follows:

1. Te Hekenga Road

The Roding team and Land Information NZ (LINZ) have no objections to the names suggested above.







Take Tūtohunga / Reason for the recommendation.

The road names recommended in this report are not duplicates of any other road names in the District, therefore meeting the criteria set down in the Council's Road Naming and Property Numbering Policy and the Australian/New Zealand Addressing Standard - AS/NZS 4819.2011.

3) PĀNGA PŪTEA ME NGĀ WĀHANGA TAHUA / FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION

There will be no financial implications to Council relating to the installation of the road name sign (white on blue background name blade). The cost of the road signage and installation will be met by the applicant.

ĀPITIHINGA / ATTACHMENTS

1. Resolution - A4328589 [↓](#) 
2. LINZ Email - A4328598 [↓](#) 
3. Application - A4152353 [↓](#) 
4. Map - A4061170 [↓](#) 
5. History - A4054613 [↓](#) 
6. Iwi-Hapu support letter - A4152354 [↓](#) 

Hōtaka Take Ōkawa / Compliance Schedule:

Full consideration has been given to the provisions of the Local Government Act 2002 S77 in relation to decision making, in particular:

1. A Local authority must, in the course of the decision-making process,
 - a) Seek to identify all reasonably practicable options for the achievement of the objective of a decision; and
 - b) Assess the options in terms of their advantages and disadvantages; and
 - c) If any of the options identified under paragraph (a) involves a significant decision in relation to land or a body of water, take into account the relationship of Māori and their culture and traditions with their ancestral land, water sites, waahi tapu, valued flora and fauna and other taonga.
2. This section is subject to Section 79 - Compliance with procedures in relation to decisions.

He Take Ōkawa / Compliance Requirement	Aromatawai Kaimahi / Staff Assessment
State the level of significance (high or low) of the issue or proposal as determined by the Council's Significance and Engagement Policy	This is the naming of a public road and is of low significance.
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the LTP) that relate to this decision.	Road Naming and Property Numbering Policy #2125 and Australia/New Zealand Urban and Rural Addressing Standards 4819.2011.
State whether this issue or proposal has a District wide relevance and, if not, the ways in which the appropriate Community Board's views have been sought.	No district wide relevance and the Community Board have the delegated authority to approve road names.
State the possible implications for Māori and how Māori have been provided with an opportunity to contribute to decision making if this decision is significant and relates to land and/or any body of water. State the possible implications and how this report aligns with Te Tiriti o Waitangi / The Treaty of Waitangi.	Matua John Klaricich has written the history of why this name has been requested as per attached (A4054613) and there is also a support letter from the Te Roroa Whatuora & Manawhenua Trusts as per attached (A4152354).
Identify persons likely to be affected by or have an interest in the matter, and how you have given consideration to their views or preferences (for example – youth, the aged and those with disabilities).	Not applicable
State the financial implications and where budgetary provisions have been made to support this decision.	There will be no financial implications to Council relating to the installation of the road name sign (blue on white background name blade). The cost of the road signage and installation will be met by the applicant.
Chief Financial Officer review.	The Chief Financial Officer has not reviewed this report

7.2 ROAD NAMING - 8113 STATE HIGHWAY 1, ŌMĀPERE

Agenda item 7.2 document number A4061546, pages 27 - 36 refers.

RESOLUTION 2023/4

Moved: Member Jessie McVeagh

Seconded: Member Tanya Fila

That the Kaikohe-Hokianga Community Board, pursuant to Council's Road Naming and Property Addressing Policy #2125, name a private road, Te Hekenga Road that is currently addressed at 8113 State Highway 1, Ōmāpere as per map (A4061170).

CARRIED

FW: New Road Name - Te Hekenga Road, Omapere



Alexine Tukutama <Alexine.Tukutama@fndc.govt.nz>

To: Eden Remy

Cc: Property Information

Follow up. Start by Monday, 31 July 2023. Due by Monday, 31 July 2023.
You forwarded this message on 11/07/2023 3:50 PM.

Reply Reply All Forward More

Mon 11/07/2023 3:29 PM

2. Mapping 42 KB	FW: New road name at 8713 SH1 - Te Hekenga Road Outlook item	SO_87703 - Te Hekenga Road.pdf 100 KB
SO_87703_Title_Plan.pdf 79 KB		

Hi Eden,

Not sure what should happen here but this road was submitted to the community board as private however it should've been submitted as public.

Can you please look into getting this corrected for our records and future clarification please?

Thanks,



Alexine Tukutama

Team Leader - Property Information

Corporate Services, Far North District Council | 24-hour Contact Centre 0800 920 828



Application for road naming or renaming

GENERAL INFORMATION

- Proposed names are to be submitted for **new roads in subdivisions** to Infrastructure & Asset Management Department with the application for resource consent.
- Proposed names are to be submitted (in writing) for **existing legal but unnamed roads**, to the Administration Officer, Infrastructure & Asset Management Department.
- Proposed road **renamings** are to be submitted in writing. Requests from outside of Council must provide information and background as to why the road should be renamed. Written consent from affected residents and owners must be obtained.
- The proposed names will be checked against Council's Roading database to avoid duplication.
- Liaise with the iwi when using Maori names and provide supporting document of their approval.
- Several names (3 are recommended) should be submitted for each road or accessway, in order of preference in case of rejection
- A background to the names, their origins and their link with the area is to be supplied
- Personal names are to be discouraged unless the name submitted has a historical connection with the property being subdivided, or are that of a well-known identity or prominent Far Northerner, or New Zealander
- It is Council's prerogative under Section 319(j) Local Government Act 1974 to name streets and the Council may refuse to approve names considered unsuitable
- Where more than one road is being created in a subdivision, a common theme is recommended for road names
- Private road names are considered by Council. They will need to meet Council's Signage Guidelines (white background with blue lettering).
- Names are to be chosen in proportion to the type of road, and in accordance with the Naming Guide at the end of the form
- If you are unsure if the road you want to name is a Council maintained road or private road, please contact the Infrastructure & Asset Management Department.

APPLICANT DETAILS

Applicant/Developer Name: Raewyn Maricich

Organisation: _____

Postal Address: _____

Phone: _____ Mobile: _____

Email: _____

ROAD LOCATION	
Address: <u>8113 State Highway 12, Waiwhatawhata</u>	
Legal Description: <u>Te Hekenga follows the original surveyed line</u> <u>once intended to M.H. Way.</u>	
Resource Consent Application Number: _____	
Please supply a scheme plan map that clearly indicates the location of the Road, Private Road or Right-Of-Way when submitting your application.	
TYPE OF ROAD (Please tick) -	
<input type="checkbox"/> Public Road <input checked="" type="checkbox"/> Private Road <input type="checkbox"/> Right-of-Way	
PROPOSED ROAD NAMES	
Road 1	First Choice: <u>Te Hekenga Road</u>
	Second Choice:
	Third Choice:
Road 2	First Choice:
	Second Choice:
	Third Choice:
Road 3	First Choice:
	Second Choice:
	Third Choice:
BACKGROUND	
<i>A background to the names, their origins and their link with the area is to be supplied</i>	

The following are suitable suffixes for particular road types:

Road Type	Suffix
Cul-de-sac (<i>short dead-end street with turnaround at the end</i>)	Close, Court, Place
Wide spacious street	Avenue, Boulevard, Parade

The following are suitable suffixes for private roads and private ways categorised into particular road types:

Road Type	Suffix
Narrow road and right of way	Lane, Way
Associated with high ground	Rise,
Associated with low ground	Vale
Tree lined road	Avenue, Glade, Grove

Applicants Signature: Rm Klavich Date: 13/09/2022

Return Application to Postal: Far North District Council or Email: roadingalliance@fndc.govt.nz
Private Bag 752
KAIKOHE 0440



FNDC: Application for Naming of a new Road.

General Information

The name we propose for the lane currently servicing six properties, is **Te Hekenga Why ?**
The lane way follows what was the line surveyed to ascend the steep hill we now know as Pakia. This name was placed on Pakia by the ancient chief Tohe of Spirits Bay in the Far North. The naming marks his way from the North/ Southward.

His journey in the company of his personal slave/minder has left us a strand of ancestral names extending from Kapo-wairua to the northern ridgeline place of the Maunganui Bluff where the ancestor died.

The purpose of his journey was to see in his old age his daughter, Ra-nini kura, who lived on the east bank of the Wairoa River at Tokatoka.

From the beach end of Pioneer Walk, the ancestor climbed up hill (Te Pikinga (reserve) to the summit Pakia, where he paused/ Sat to allow his attendant companion Ariki to dry him off. Hence the name.

The pair proceeded south ward downhill in the rain. Te Hekenga reaching the stream in flood. They put together bundled flax stems and crossed over in that manner. Hence the Waiwhatawhata.

It would not be appropriate to draw a name for the new roadway therefore our response is in cultural fashion by promoting the name, consistent with Te Pikinga, Pakia, Te Hekenga, Waiwhatawhata

Te Hekenga Road.

On the death of Tohe at Maringi-noa at Maunganui, his attendant slave/ companion as was his cultural responsibility , took the ancestor's head and returned it to the home place of Kapo-Wairua at Spirits Bay.

There are numerous other places names , he endowed Waimamaku, Wairau, Kawerua, Waipoua along this ancient Coastal Walkway. His journey was conducted during heavy and consistent rain, of flooding, where the place named reflect.

Kia ora,



John Klaricich

Te Kai Waha Marae

Waiwhatawhata



TE ROROA WHATU ORA
& MANAWHENUA TRUSTS

Te Hekenga Road

To whom it may concern

Recently, local kaumatua John Klaricich from Waiwhatawhata requested support from Te Roroa to name a new road that services properties on the south western side of Pakia.

Te Roroa Whatu Ora & Manawhenua Trusts supports matua John Klaricich and Te Kai Waha Marae, Waiwhatawhata in naming the lane that is currently used by residents to Te Hekenga Road.

If you require further information relating to the support for Te Hekenga Rd, please contact me directly.

Nga mihi

Taoho (Snow) Tane
General Manager
Te Roroa Development Group

7.3 ROAD NAMING - LOT 19, 90 WEHIRUA ROAD, OKAIHAU**File Number: A4344518****Author: Eden Ramsay, NTA - Finance and Customer Services Administrator****Authoriser: Andy Finch, District Engineer****TAKE PŪRONGO / PURPOSE OF THE REPORT**

To seek approval from the Kaikohe-Hokianga Community Board to revoke resolution 2023/50 and to accept a corrected map.

WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY

Council received a Road Naming application to name a **public road** addressed at Lot 19, 90 Wehirua Road, Okaihau. Community Boards have delegated authority to allocate names for previously unnamed local roads, reserves and other community facilities. Corrective actions need to be taken to rectify mistakes included in previous reports for this Road Naming application.

TŪTOHUNGA / RECOMMENDATION

That the Kaikohe-Hokianga Community Board;

- a) revoke resolution 2023/50 which incorrectly states the road is private; and**
- b) receive the map showing the correct location of the road.**

1) TĀHUHU KŌRERO / BACKGROUND

Lynley Newport of Thomson Surveyors has advised that this is a public road created by a subdivision addressed at Lot 19, 90 Wehirua Road, Okaihau. The application was lodged on the 14th of September 2022.

The application was processed, and this report was on the Kaikohe-Hokianga Community Board agenda on the 15th of May, 2023. The resolution was carried to name the road Toka Puia Lane.

Property Information notified the Roding team that the road shown on the map was a private road. This report was updated to state that the road was private and was put forward to the Kaikohe-Hokianga Community Board agenda on the 2nd of August, 2023.

The applicant has since notified that the maps that were included in the reports were showing the wrong location of the road. The road in the updated map is a public road.

2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS

The August resolution stating that the road is private should be revoked.

This report is now requesting that the correct map is accepted into the March resolution, which correctly stated the road is public.




Take Tūtohunga / Reason for the recommendation.

The property where the subdivision is located is over a large area and has boundaries on Wehirua Road and the State Highway. When the application was submitted, a staff member of the roading team assumed it was Wehirua Road that was being named, however it has since come to light that it is the road off the State Highway.

3) PĀNGA PŪTEA ME NGĀ WĀHANGA TAHUA / FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION

There will be no financial implications to Council.

ĀPITIHINGA / ATTACHMENTS

1. Incorrect Map - A4000790 [↓](#) 
2. Correct Location - A4344282 [↓](#) 
3. Resource Consent Map - A4344283 [↓](#) 

Hōtaka Take Ōkawa / Compliance Schedule:

Full consideration has been given to the provisions of the Local Government Act 2002 S77 in relation to decision making, in particular:

1. A Local authority must, in the course of the decision-making process,
 - a) Seek to identify all reasonably practicable options for the achievement of the objective of a decision; and
 - b) Assess the options in terms of their advantages and disadvantages; and
 - c) If any of the options identified under paragraph (a) involves a significant decision in relation to land or a body of water, take into account the relationship of Māori and their culture and traditions with their ancestral land, water sites, waahi tapu, valued flora and fauna and other taonga.
2. This section is subject to Section 79 - Compliance with procedures in relation to decisions.

He Take Ōkawa / Compliance Requirement	Aromatawai Kaimahi / Staff Assessment
State the level of significance (high or low) of the issue or proposal as determined by the Council's Significance and Engagement Policy	This is the rectifying of incorrect resolutions of low significance.
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the LTP) that relate to this decision.	Road Naming and Property Numbering Policy #2125 and Australia/New Zealand Urban and Rural Addressing Standards 4819.2011.
State whether this issue or proposal has a District wide relevance and, if not, the ways in which the appropriate Community Board's views have been sought.	No district wide relevance and the Community Board have the delegated authority to approve road names.
State the possible implications for Māori and how Māori have been provided with an opportunity to contribute to decision making if this decision is significant and relates to land and/or any body of water. State the possible implications and how this report aligns with Te Tiriti o Waitangi / The Treaty of Waitangi.	No implications to Māori as this is only rectifying previous reports.
Identify persons likely to be affected by or have an interest in the matter, and how you have given consideration to their views or preferences (for example – youth, the aged and those with disabilities).	Owners are affected by the incorrect report.
State the financial implications and where budgetary provisions have been made to support this decision.	No financial implications.
Chief Financial Officer review.	The Chief Financial Officer has not reviewed this report

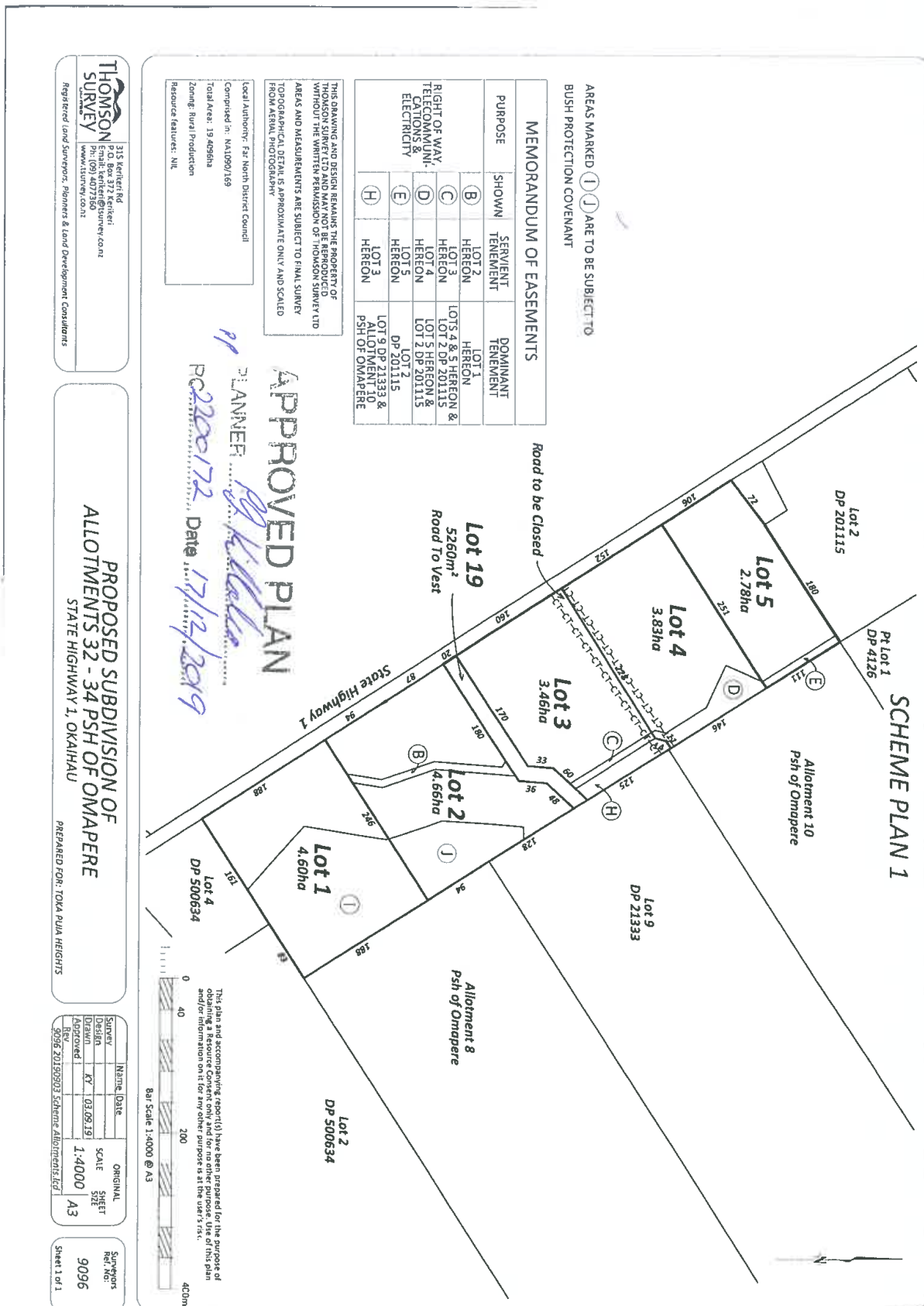


(nearest P.A.P.D.#) → shows location of proposed road

Google Maps 842 State Highway 1



Imagery ©2023 CNES / Airbus, Maxar Technologies, Planet.com, Map data ©2023 200 m



7.4 PROJECT FUNDING REPORTS

File Number: A4337834

Author: Kathryn Trewin, Funding Advisor

Authoriser: Scott May, Manager - Stakeholder Relationships

TAKE PŪRONGO / PURPOSE OF THE REPORT

Recipients of funds from the Community Board's Local Grant Fund must complete and submit a project report no later than two months after the completion of their project.

TŪTOHUNGA / RECOMMENDATION

That the Kaikohe-Hokianga Community Board note the project report received from Wonderland Glow Show.

1) TĀHUHU KŌRERO / BACKGROUND

Clause 15 of the Community Grant Policy states that: "At the completion of a project that received community funding, recipients are required to complete a Project Report. These reports must be received no later than two months after the completion of the project, or, if the activity is ongoing, within two months of the funding being spent. Recipients who do not complete this form are ineligible for Council funding for a period of five years."

2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS

Copies of the project reports are attached for the Board's information. Should Board members have concerns or issues with these reports, these should be discussed at this part of the meeting.

Take Tūtohunga / Reason for the recommendation

To receive the project reports from funding applicants in accordance with the Community Grant Policy.

3) PĀNGA PŪTEA ME NGĀ WĀHANGA TAHUA / FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION

There are no financial implications or budgetary requirements.

ĀPITIHINGA / ATTACHMENTS

1. **Wonderland Glow Show - A4339519** [↓](#) 

Hōtaka Take Ōkawa / Compliance Schedule:

Full consideration has been given to the provisions of the Local Government Act 2002 S77 in relation to decision making, in particular:

1. A Local authority must, in the course of the decision-making process,
 - a) Seek to identify all reasonably practicable options for the achievement of the objective of a decision; and
 - b) Assess the options in terms of their advantages and disadvantages; and
 - c) If any of the options identified under paragraph (a) involves a significant decision in relation to land or a body of water, take into account the relationship of Māori and their culture and traditions with their ancestral land, water sites, waahi tapu, valued flora and fauna and other taonga.
2. This section is subject to Section 79 - Compliance with procedures in relation to decisions.

He Take Ōkawa / Compliance Requirement	Aromatawai Kaimahi / Staff Assessment
State the level of significance (high or low) of the issue or proposal as determined by the Council's Significance and Engagement Policy	This is a matter of low significance.
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the LTP) that relate to this decision.	Community Grant Policy.
State whether this issue or proposal has a District wide relevance and, if not, the ways in which the appropriate Community Board's views have been sought.	It is the responsibility of each Community Board to confirm the funding that they allocated has been spent correctly.
State the possible implications for Māori and how Māori have been provided with an opportunity to contribute to decision making if this decision is significant and relates to land and/or any body of water.	There are no implications on Māori in confirming the project reports. Any implications on Māori arising from matters included in project reports should be considered as part of the relevant report.
Identify persons likely to be affected by or have an interest in the matter, and how you have given consideration to their views or preferences (for example – youth, the aged and those with disabilities).	This report is asking for the project reports to be approved, any interests that affect other people should be considered as part of the individual reports.
State the financial implications and where budgetary provisions have been made to support this decision.	There are no financial implications or the need for budgetary provision.
Chief Financial Officer review.	The Chief Financial Officer has not reviewed this report.



Far North
District Council

**Project Report
COMMUNITY GRANT FUND - LOCAL**

F0080402

At the completion of a project that received community funding, recipients are required, as stated in the Community Grant Policy, to submit a Project Report to the Community Board. Project Reports are to be received no later than two months after the completion of the project or if the activity is ongoing, within two months of the funding being spent.

Applicants who fail to provide a project report within the required time will not be considered for future funding.

Please return the completed form to: funding@fndc.govt.nz PDF attachment via email is preferred) OR:

Funding Advisor

Far North District Council

Private Bag 752

KAIKOHE 0440

Name of organisation:

Living Theatre Trust

Name & location of project:

Wonderland Glow Show at TURNER CENTRE, Kerikeri

Date of project/activity:

JUNE 20th 2023 at 10am & 11.30am

Which Community Board did you receive funding from?

☐
☒

Kaikohe-Hokianga

☐

Amount received from the Community Fund:

\$2500+ GST

Board meeting date the grant was approved:

May 2023

Please give details of how the money was spent:

- Your contribution to the project and the funding you received from the Community Board must be accounted for
- Attach supplier receipts or bank statements to show proof of expenditure of Community Board funds.

Supplier/Description	\$amount	Receipt/s attached (please tick)
Turner Centre Venue/Technician Hire	\$ 2529.52	✓
	\$	
	\$	
	\$	
Total:	\$ 2529.52	

Give a brief description of the highlights of your project including numbers participating:

Thankyou & Ngā mihi nui for your grant. This was instrumental in being able to gift 120 tickets to tamariki & whānau from around Kaikohe & Kerikeri enabling us to stage 2 shows at Turner Centre to 504 over those 2 shows

Private Bag 752, Memorial Ave, Kaikohe 0400, New Zealand, Freephone: 0800 920 029,
Phone: (09) 405 2750, Fax: (09) 401 2137, Email: ask.us@fndc.govt.nz, Website: www.fndc.govt.nz

1

Describe the main findings in your evaluation of the project/event; describe how your project/event benefited the community:

We worked closely with BAOANGERS to distribute tickets into the community, reaching children who would not have access to the theatre or to see a show that by-light reading being a super power. We also worked closely with FND Libraries to reach families for reading challenges and distributing bookmarks after each show.

Please provide details and attach or email photos and/or any marketing collateral that was produced for your event/project acknowledging the Community Board:

We have provided link with this email application, so you can see lots! We have FND logo on our website and vetted credit at the top of each Northland & Far North show. We had their logo on all printed matter posters/flyers and FND libraries logo on 20,000 bookmarks!

If you have a Facebook page that we can link to please give details:

www.glowshow.co.nz

This report was completed by:

Name

Address

Phone

Email

Date

7.5 FUNDING APPLICATIONS

File Number: A4337830

Author: Kathryn Trewin, Funding Advisor

Authoriser: Scott May, Manager - Stakeholder Relationships

TAKE PŪRONGO / PURPOSE OF THE REPORT

This report summarises the applications received for the Local Community Grant funding to enable the Kaikohe-Hokianga Community Board to determine which applications will receive funding at the May 2023 meeting.

WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY

- The Board has **\$73,071** available to be granted from its Community Grant Funding.
- The Board also has **\$102,150** of Placemaking Funding to allocate during the 2023/24 financial year
- 3 applications for funding have been received, requesting a total of \$9,315

TŪTOHUNGA / RECOMMENDATION

That the Kaikohe-Hokianga Community Board

- a) approves the sum **\$xxx** (plus GST if application) to be paid from the Board's Community Fund account to Hokianga Community Education Trust for publication of the book *Resident Alien*, to support the following Community Outcomes:
- i) Proud, vibrant communities.
 - ii) Communities that are healthy, safe, connected and sustainable.

TŪTOHUNGA / RECOMMENDATION

That the Kaikohe-Hokianga Community Board:

- b) approves the sum of **\$xxx** (plus GST if applicable) be paid from the Board's the Board's Placemaking Fund to Hokianga Country Music Club for the 2023 Hokianga Country Music Festival to support the following Community Outcomes:
- i) Proud, vibrant communities
 - ii) Communities that are healthy, safe, connected and sustainable.

TŪTOHUNGA / RECOMMENDATION

That the Kaikohe-Hokianga Community Board:

- c) approves the sum of **\$xxx**(plus GST if applicable) be paid from the Board's Community Grant Fund account to Helping Paws Charitable Trust for the rescue of wild horses in the Hokianga to support the following Community Outcomes:
- i) Proud, vibrant communities
 - ii) Communities that are healthy, safe, connected and sustainable.

1) TĀHUHU KŌRERO / BACKGROUND

Each application has been checked by staff for completeness and complies with the conditions of the Community Grant Policy, Community Outcomes as stated in the Long-Term Plan (LTP) and all provisions listed on the application form.

2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS

Applicant and Project	Requested	Recommend	Comments	Type
Hokianga Community Education Trust	\$3450	\$3000	The Hokianga Community Education Trust is known for helping local authors in the Hokianga publish their books. The initial costs for publishing a book can be high, with reprinting costs being more likely to be able to be covered by the sales of the initial print run	Community
Hokianga Country Music Festival	\$2865	\$2865	This is an annual event that has been hit hard by the Covid lockdowns. The applicant is asking for assistance with the cost of ferry crossings for the bands.	Event
Helping Paws Charitable Trust	\$3000	\$3000	This organisation is helping deal with a herd of horses that are causing problems to the west of Kaikohe after the initial animals were abandoned by their owner. A number of organisations have been unable to help with this issue, but Helping Paws has already rescued and removed 7 horses from the area and is working on additional animals.	Community

Take Tūtohunga / Reason for the recommendation

The applicants are required to complete a standard application form and provide supporting information.

For each application the Board has three options.

Option 1 Authorise funding for the full amount requested.

Option 2 Authorise partial funding.

Option 3 Decline funding.

Each application has been assessed and meets the criteria of the Community Grant Policy, Community Outcomes as listed in the LTP and the conditions listed on the application form.

3) PĀNGA PŪTEA ME NGĀ WĀHANGA TAHUA / FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION

Budgetary Provisions has been made and the grant is allocated in accordance with the Community Grant Policy.

ĀPITIHINGA / ATTACHMENTS

1. Hokianga Community Education Trust - A4339520 [↓](#) 
2. Hokianga Country Music Festival - A4339518 [↓](#) 
3. Helping Paws Charitable Trust - A4339521 [↓](#) 

Hōtaka Take Ōkawa / Compliance Schedule:

Full consideration has been given to the provisions of the Local Government Act 2002 S77 in relation to decision making, in particular:

1. A Local authority must, in the course of the decision-making process,
 - a) Seek to identify all reasonably practicable options for the achievement of the objective of a decision; and
 - b) Assess the options in terms of their advantages and disadvantages; and
 - c) If any of the options identified under paragraph (a) involves a significant decision in relation to land or a body of water, take into account the relationship of Māori and their culture and traditions with their ancestral land, water sites, waahi tapu, valued flora and fauna and other taonga.
2. This section is subject to Section 79 - Compliance with procedures in relation to decisions.

He Take Ōkawa / Compliance Requirement	Aromatawai Kaimahi / Staff Assessment
State the level of significance (high or low) of the issue or proposal as determined by the Council's Significance and Engagement Policy	This is a matter of low significance.
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the LTP) that relate to this decision.	Community Grant Policy.
State whether this issue or proposal has a District wide relevance and, if not, the ways in which the appropriate Community Board's views have been sought.	This report does not have district-wide relevance.
State the possible implications for Māori and how Māori have been provided with an opportunity to contribute to decision making if this decision is significant and relates to land and/or any body of water. State the possible implications and how this report aligns with Te Tiriti o Waitangi / The Treaty of Waitangi.	There are no implications for Māori in relation to land and/or water.
Identify persons likely to be affected by or have an interest in the matter, and how you have given consideration to their views or preferences (for example – youth, the aged and those with disabilities).	Considered in the application.
State the financial implications and where budgetary provisions have been made to support this decision.	Budgetary provision has been made and the grant is allocated in accordance with the Community Grant Policy.
Chief Financial Officer review.	The Chief Financial Officer has not reviewed this report.

Local Grant Application Form



Instructions

Please read carefully:

- Read this application form in full before you start filling it in. It is easier to complete an application if you have the information you need at your fingertips.
- Please see Section 1 of the Community Grant Policy to ensure you are eligible.
- All applications are to be submitted 15 clear working days prior to the Community Board meeting where the application will be considered. Deadlines dates are on Council's website www.fndc.govt.nz
- **Incomplete, late, or non-complying** applications will not be accepted.
- Applicants who have failed to complete a Project Report for previous funding granted within the last five years are not eligible for funding.
- **If there's anything on this form you're not sure of**, please contact the Community Development team at freephone 0800 920 029, or funding@fndc.govt.nz – we're happy to help.
- **Send your completed form** to funding@fndc.govt.nz or to any Council service centre

The following must be submitted along with this application form:

- ☒ Quotes (or evidence of costs) for all items listed as total costs on pg 3
- ☒ Most recent bank statements and (signed) annual financial statements
- ☒ Programme/event/project outline
- ☐ A health and safety plan — N/A
- ☐ Your organisation's business plan (if applicable) N/A
- ☐ If your event is taking place on Council land or road/s, evidence of permission to do so N/A
- ☒ Signed declarations on pgs 5-6 of this form

Applicant details

Organisation	HOKIANGA COMMUNITY EDUCATIONAL TRUST	Number of ^{TRUSTEES} Members	8
Postal Address			
Physical Address			
Contact Person			
Phone Number			
Email Address			
Please briefly describe your organisation's purpose	To promote and provide educational opportunities for the people of Hokianga		

www.fndc.govt.nz | Memorial Ave, Kaikohe 0440 | Private Bag 752, Kaikohe 0440 | funding@fndc.govt.nz | Phone 0800 920 029

Local Grant Application Form



Project Details

Which Community Board is your organisation applying to (see map Schedule A)?

☐ Te Hiku ☒ Kaikohe-Hokianga ☐ Bay of Islands-Whangaroa

Clearly describe the project or event:

Name of Activity Date

Location Time

Will there be a charge for the public to attend or participate in the project or event? ☒ Yes ☐ No

If so, how much?

Outline your activity and the services it will provide. Tell us:

- Who will benefit from the activity and how; and
- How it will broaden the range of activities and experiences available to the community.

Who will benefit from the activity and how?

Hokianga Publishers is a social enterprise under Hokianga Community Educational Trust. It publishes books by, for and about Hokianga and its people.

Sales income goes to **writers** as royalties, into re-printing and any surplus goes to **support HCET's activities**. These activities include supporting **other organisations (such as Te Pu o te Wheke)** and generating **events such as Film, Book and Science Festivals**. The **local I-site** and **galleries** also benefit from sales of these books.

As well as producing income, the publishing creates works that tell about Hokianga, which adds to our knowledge and understanding of the place and its people. Also, they add to our community's pride in itself.

The book for which we are requesting some support is a new collection, *Resident Alien*, by Susy Pointon, a Hokianga resident and well-known author. We are fortunate to be Susy's publisher as her sales support other, lesser-known, publications.

The initial costs of a publication, which include editing, design, layout, cover and illustrations as well as printing are, while they are not repeated in subsequent printings, too high for a small enterprise to undertake. It is common practice for small independent publishers to apply to cover them in order to set the book in motion. After that, each book pays its own way.

www.fndc.govt.nz | Memorial Ave, Kaikohe 0440 | Private Bag 752, Kaikohe 0440 | funding@fndc.govt.nz | Phone 0800 920 029

Local Grant Application Form



Project Cost

Provide a detailed costs estimate for the activity. Funding requested may not exceed 50% of the total cost.

Total Cost - provide the **total** amount of the estimated quoted cost against the appropriate item.

Amount Requested - provide (against the item) the amount the Board is being requested to contribute.

Please Note:

- You need to provide quotes (or evidence of costs) for everything listed in the total costs column
- If your organisation is GST registered, all requested amounts must be GST exclusive.
- Do not enter cents – round the values up or down to the nearest dollar
- Do not use the dollar sign (\$) – just enter the dollar value
- If you are applying for operating costs of a programme, please attach a programme outline

Expenditure	Total Cost	Amount Requested
Rent/Venue Hire	—	
Advertising/Promotion	200.00	—
Facilitator/Professional Fees ²	7729.32	3450.00
Administration (incl. stationery/copying)	500.00	
Equipment Hire	—	
Equipment Purchase (describe)	—	
Utilities	—	
Hardware (e.g. cement, timber, nails, paint)	—	
Consumable materials (craft supplies, books)	—	
Refreshments	—	
Travel/Mileage	—	
Volunteer Expenses Reimbursement	—	
Wages/Salary	—	not applicable
Volunteer Value (\$20/hr)	1000.00	not applicable
Other (describe)		
TOTALS	9429.32	3450.00

² If the application is for professional or facilitator fees, a job description or scope of work must be attached.

Local Grant Application Form



Financial Information

Is your organisation registered for GST? ☐ Yes ☒ No GST Number

How much money does your organisation currently have?

How much of this money is already committed to specific purposes?

List the purpose and the amounts of money already tagged or committed (if any):

Purpose	Amount
FUNDS HELD ON BEHALF	925.00
CODES ADMIN	2509.12
SCIENCE FESTIVAL	1000.00
HOKIANGA PUBLISHERS - INCLUDES THIS PROJECT	4827.84
AKO ARTS	6445.21
HCET OPERATING COSTS	107.25
TOTAL	15834.42

Please list details of all other funding secured or pending approval for this project (minimum 50%):

Funding Source	Amount	Approved
CREATIVE COMMUNITIES	2370.00	Yes / Pending
OWN FUND	2609.00	Yes / Pending
		Yes / Pending
		Yes / Pending
		Yes / Pending

Please state any previous funding the organisation has received from Council over the last five years:

Purpose	Amount	Date	Project Report Submitted
FESTIVAL FOR CHANGE	\$4,800.00	JUNE 2019	Y / N
PUBLICATION NGĀ HIKOI	4316.00	JUNE 2021	Y / N
ARTS/MANAGEMENT			Y / N
AKO ARTS management	5,000.00	SEPT 2022	Y / N

www.fndc.govt.nz | Memorial Ave, Kaikohe 0440 | Private Bag 752, Kaikohe 0440 | funding@fndc.govt.nz | Phone 0800 920 029

A2686814

(version Sept 2018)

Page 4

Local Grant Application Form



Privacy Information

The information you have provided on this form is required so that your application for funding can be processed. Once this application is lodged with the Council it becomes public information and may be made available on the Council's website. **If there is sensitive information in the proposal or personal details you wish to be withheld, please advise.** These details are collected to inform the general public and community groups about all funding applications which have been submitted to the Far North District Council.

Applicant Declaration

This declaration must be signed by two people from your organisation who are 18 years of age or older with the authority to sign on behalf of the organisation. Signatories cannot be an undischarged bankrupt, cannot be immediately related, cannot be partners, and cannot live at the same address. They must have a daytime contact phone number and be contactable during normal business hours.

On behalf of: (full name of organisation)

HOKIANGA COMMUNITY EDUCATIONAL TRUST

We, the undersigned, declare the following:

In submitting this application:

1. We have the authority to commit our organisation to this application and we have been duly authorised by our governing body.
2. We acknowledge and agree that the Far North District Council may disclose or obtain information related to the funding of the organisation from any other government department or agenda, private person, or organisation.
3. We have attached our organisation's most recent statement of income and expenditure, annual accounts, or other financial documents that demonstrate its ability to manage a grant.
4. Individuals associated with our organisation will not receive a salary or any other pecuniary gain from the proceeds of any grant money arising from this application.
5. The details given in all sections of this application are true and correct to the best of our knowledge, and reasonable evidence has been provided to support our application.
6. We have the following set of internal controls in place:
 - Two signatories to all bank accounts (if applicable)
 - A regularly maintained and current cashbook or electronic equivalent
 - A person responsible for keeping the financial records of the organisation
 - A regularly maintained tax record (if applicable)
 - A regularly maintained PAYE record (if applicable)
 - The funding and its expenditure shown as separate entries in the cash book or as a note to the accounts
 - Tracking of different funding, e.g. through a spreadsheet or journal entry
 - Regular financial reporting to every full meeting of the governing body

Signatory One

[Redacted signature area]

www.mdc.govt.nz | Memorial Ave, Kaikohe 0440 | Private Bag 752, Kaikohe 0440 | funding@mdc.govt.nz | Phone 0800 920 029

Local Grant Application Form



We agree to the following conditions if we are funded by Local Community Grant Funding:

1. To uplift any funding granted within 3 months of the date on the letter of agreement. Failure to do so will result in loss of the grant money.
2. To spend the funding within 12 months of the date of grant approval unless written approval for an extension is obtained from Council before that 12 month period ends.
3. To spend the funding only for the purpose(s) approved by Far North District Council unless written approval for a change of purpose(s) is obtained **in advance** from the Community Board.
4. To return to the Far North District Council any portion of the funding that we do not spend. If our payment includes GST we will return the GST component of the amount to be returned.
5. To acknowledge the receipt of Community Board funds as a separate entry in our accounts, or in a note to our accounts, in our organisation's annual report.
6. To acknowledge any financial contribution from Far North District Council on signage and in any publicity relating to the project. Contact Governance Support for digital imagery.
7. To make available any files or records that relate to the expenditure of this funding for inspection if requested by the Far North District Council or its auditors.
8. To complete and return a Project Report within **two months** of the end of the project, or, if the activity is ongoing, within two months of the funding being spent. Applicants who fail to provide a project report within this timeframe will not be considered for funding for stand-down period of five years.
9. To inform the Far North District Council of significant changes in our organisation before this application has been considered, or the funding has been fully used and accounted for (such as change in contact details, office holders, financial situation, intention to wind up or cease operations, or any other significant event).
10. To lay a complaint with the Police and notify the Far North District Council immediately if any of the funding is stolen or misappropriated.

Signatory One

Name

Postal Address

Phone Number

Signature

Signatory Two

Name

Postal Address

Phone Number

Signature

www.fndc.govt.nz | Memorial Ave, Kaikohe 0440 | Private Bag 752, Kaikohe 0440 | funding@fndc.govt.nz | Phone 0800 920 029

A2686814

(version Sept 2018)

Page 6

Kaikohe-Hokianga Community Board July 2023 - June 2024
Local Grant Application Form
Application No. KHCB00002 From Hokianga Country Music Club Inc
Form Submitted 30 Jul 2023, 5:20PM NZST

Applicant Details

*** indicates a required field**

Instructions

Please read carefully:

- Read this application in full before you start filling it in. It is easier to complete an application if you have the information you need at your fingertips.
- Please see Section 1 of the [Community Grant Policy](#) to ensure you are eligible.
- All applications are to be submitted 15 clear working days prior to the Community Board meeting where the application will be considered. Deadline dates are on the Council's website.
- Incomplete, late or non-complying applications will not be considered.
- Applicants who have failed to complete a Project Report for previous funding granted within the last five years are not eligible for funding.
- If there's anything on this form you're not sure of, please contact the Community Development team at freephone 0800 920 029 or funding@fndc.govt.nz - we're happy to help.

The following *must* be submitted along with this application form:

- Two quote for purchases where practicable, **or** evidence of expected purchases
- Business plan (including project costs)
- Details of all other funding secured or pending approval for this project (minimum 50%)
- Programme outline (if applying for operating costs)
- A health and safety plan.

Applicant details

Applicant *

Hokianga Country Music Club Inc

Applicant Primary Website

<http://www.hokiangacountrymusic.com>

Must be a URL.

Facebook page

Kaikohe-Hokianga Community Board July 2023 - June 2024
Local Grant Application Form
Application No. KHCB00002 From Hokianga Country Music Club Inc
Form Submitted 30 Jul 2023, 5:20PM NZST

Hokianga Country Music Club

Contact details

Contact Person One:

Applicant Project Contact *

Medina Davis

Position *

Festival Administrator

Phone Number

Contact Person Two:

Applicant Admin Contact *

Mrs Jenny Read

Position *

Secretary

Phone Number

Must be an email address.

Must be an email address.

Purpose of organisation

Please briefly describe the purpose of the organisation *

Kia ora,

The purpose of our organisation is to share country music with young and old in the Hokianga Area, to give those who enjoy singing to join us at the venues we perform. We host a country music festival every year to bring visitors to Hokianga not just for the music but also to enjoy the Hokianga Hospitality and what Hokianga has to offer, also gives Hokianga to experience and enjoy the talent we bring to Hokianga. To promote Hokianga as an ideal holiday (tourism) destination (festival).

Number of Members *

120

Project Details

*** indicates a required field**

Project Details

Clearly describe the project or event:

Kaikohe-Hokianga Community Board July 2023 - June 2024
Local Grant Application Form
Application No. KHCB00002 From Hokianga Country Music Club Inc
Form Submitted 30 Jul 2023, 5:20PM NZST

Name of Activity *

Hokianga Country Music Festival

Location *

Opononi, Waimamaku, Rawene, Kohukohu

Will there be a charge for the public to attend or participate in the project or event?☒ Yes☐ No**If so, how much?**

\$40 Weekend, \$25 Friday, \$30 Saturday \$10 Sunday

Start Date *

29/09/2023

Must be a date.

End Date *

01/10/2023

Must be a date.

Time

Friday 5pm-12, Saturday 11am-12, Sunday 11am-8

Project Outline:**Outline your activity and the services it will provide. Tell us**

- **Who will benefit from the activity and how; and**
- **How it will broaden the range of activities and experiences available to the community.**

Project Outline:

- Our festival venues are located in Waimamaku, Opononi, Rawene and Kohukohu. Continuous music is played at all venues throughout the weekend, with the opportunity for everyone to also enjoy the Hokianga at their leisure, our spectacular seaviews, and green countryside and our Hokianga hospitality. These are special memories for our visitors and often is what they look forward to coming back to every year at festival time. Our communities also look forward to this weekend as they also come along to the festival, its a special occasion for everyone.

Our bands and festival fans will be crossing on the ferry during the weekend to the Kohukohu Hotel venue. Kohukohu is an 'off the radar' township that so many of our festival patrons take the opportunity to go see.

With the increase in people in Hokianga here for the festival, our local businesses, Holiday homes, garages, takeaways, cafes, shops, Ferry all look forward to our annual event. We estimate 1000 visitors over the weekend.

We acknowledge all the volunteers who give their time, the ladies from our local Lions group who man the doors, all our door people, Courtesy Van drivers, Advertising board painters, and our Committee who organise bands, programs, accommodation, venues, funding, flyers, badges, venue decorations. When the festival weekend begins on Friday night, that is when everyone who helped make this special event feel it was all so worth the time and effort.

Kaikohe-Hokianga Community Board July 2023 - June 2024
Local Grant Application Form
Application No. KHCB00002 From Hokianga Country Music Club Inc
 Form Submitted 30 Jul 2023, 5:20PM NZST

Project Cost

*** indicates a required field**

Provide a detailed costs estimate for the activity. Funding requested may not exceed 50% of the total cost.

Total Cost - provide the total amount of the estimated quoted cost against the appropriate item.

Amount Requested - provide (against the item) the amount the Board is being requested to contribute.

Please Note:

- You need to provide quotes (evidence of costs) for everything listed in the total costs column
- If your organisation is GST registered, all requested amounts must be GST exclusive.
- Do not enter cents - round the values up or down to the nearest dollar
- If you are applying for operating costs of a programme, please attach a programme outline

Budget

Expenditure	Total Cost	Amount Requested	Quotes
	Must be a dollar amount Must be a dollar amount.	Must be a dollar amount Must be a dollar amount.	
Venue Hire - Pub Charity pending	\$1,160.00	\$	Filename: Opononi HallInv.pdf File size: 61.5 kB Filename: Rawene Hall.jpg File size: 1.7 MB
Advertising/Promotion	\$500.00	\$	<i>No files have been uploaded</i>
Band Accommodation- Pub Charity pending	\$34,787.00	\$	Filename: 2023 Hokianga Country Music Festival Accommodation.docx File size: 109.5 kB

Kaikohe-Hokianga Community Board July 2023 - June 2024**Local Grant Application Form****Application No. KHCB00002 From Hokianga Country Music Club Inc**

Form Submitted 30 Jul 2023, 5:20PM NZST

Sound Technicians - Pub Charity pending	\$10,700.00	\$	Filename: 2023Mike Hoeta .pdf File size: 85.1 kB
			Filename: 2023Tana Te Whata Bar n Grill. pdf File size: 30.4 kB
			Filename: 2023Teds quote.docx.pdf File size: 2.5 MB
			Filename: 2023Tupu Campbell.docx.pdf File size: 39.1 kB
			Filename: 2023Viv Allen.docx.pdf File size: 54.9 kB
			Filename: Eru Wano Invoice #1001.pdf File size: 70.1 kB
Band Breakfasts	\$4,050.00	\$	Filename: Band Breakfast Vouchers.pdf File size: 25.5 kB
Petrol Vouchers	\$2,400.00	\$	Filename: 2023 Hokianga Country Music Festival Bands Ferry Travel Schedule.pdf File size: 80.8 kB
Festival Badges - Pub Charity pending	\$1,438.00	\$	Filename: Badge King Quote.docx.pdf File size: 52.7 kB
Stationery/Photocopying	\$800.00	\$	<i>No files have been uploaded</i>
Ferry for Bands)	\$2,865.00	\$2,865.00	Filename: 2023 Hokianga Country Music Festival Bands Ferry Travel Schedule.pdf File size: 80.8 kB
			Filename: Northland Ferries QUOTE.pdf File size: 51.3 kB

Kaikohe-Hokianga Community Board July 2023 - June 2024**Local Grant Application Form****Application No. KHCB00002 From Hokianga Country Music Club Inc**

Form Submitted 30 Jul 2023, 5:20PM NZST

Budget attached	\$0.00	\$0.00	Filename: 2023 Festival Budget.pdf File size: 85.7 kB
Festival Programme attached	\$0.00	\$0.00	Filename: 2023 Festival Poster.jpeg File size: 198.3 kB
			Filename: 2023 Festival Programme.pdf File size: 305.4 kB
Health & Safety Plan	\$0.00	\$0.00	Filename: 2023 Health & Safety plan - Google Docs.pdf File size: 36.7 kB
2023 Financial Accounts	\$0.00	\$0.00	Filename: 2023 Financial Accounts.pdf File size: 860.2 kB
Bank Statements & Deposit	\$0.00	\$0.00	Filename: Club-Account-2023-06-30-287.pdf File size: 32.9 kB
			Filename: festival account deposit slip.pdf File size: 89.6 kB
			Filename: Festival-Account-2023-06-30-278.pdf File size: 33.3 kB

Funding Request Amount

Please enter the total cost of your project (the sum of the items you have listed in the Total Cost column above) and the total amount you are requesting from the Board (the sum of the items you have listed in the Amount Requested column above).

What is the total cost of your project? *

\$58,700

Must be a dollar amount.

What is the amount you are requesting from the Board? *

\$2,865

Must be a dollar amount.

Financial Information

Kaikohe-Hokianga Community Board July 2023 - June 2024
Local Grant Application Form
Application No. KHCB00002 From Hokianga Country Music Club Inc
 Form Submitted 30 Jul 2023, 5:20PM NZST

*** indicates a required field**

Is your organisation registered for GST? *

☐ Yes ☒ No

Current Funding

How much money does your organisation currently have? *

\$25,648.86

Must be a dollar amount.

How much of this money is already committed to a specific purpose? *

\$10,624.84

Must be a dollar amount.

Tagged Funds

List the purpose and the amounts of money already tagged or committed (if any):

Purpose	Amount
	Must be a dollar amount.
The Funds are in the Club Members Account which is separate to the Festival Account and are funds specifically raised /contributed by and for club members	\$10,624.84
We have a separate account for the sole purpose of the Festival	\$
	\$
	\$
	\$
	\$

Total Tagged Funds

Total Expenditure Amount

\$39,156.00

This number/amount is calculated.

Other Funding

Please list details of all other funding secured or pending approval for this project (minimum 50%)

Funding Source	Amount	Decision
	Must be a dollar amount.	

Kaikohe-Hokianga Community Board July 2023 - June 2024
Local Grant Application Form
Application No. KHCB00002 From Hokianga Country Music Club Inc
 Form Submitted 30 Jul 2023, 5:20PM NZST

Pub Charity	\$39,156.00	Pending
	\$	

Previous Funding from FNDC

Have you previously received funding from FNDC? *

☒ Yes ☐ No

Previous Funding from FNDC

Purpose	Amount	Date	Project Report Submitted
	Must be a dollar amount.	Must be a date.	
Ferry Travel for Festival	\$2,625.00	30/09/2022	Yes
Ferry Travel for Festival	\$2,785.00	30/09/2019	Yes
Ferry Travel for Festival	\$1,500.00	30/09/2018	Yes

Declaration

Privacy Information

The information you have provided on this form is required so that your application for funding can be processed. Once this application is lodged with the Council it becomes public information and may be made available on the Council's website. **If there is sensitive information in the proposal of personal details you wish to be withheld, please advise.** These details are collected to inform the general public and community groups about all funding applications which have been submitted to the Far North District Council.

Applicant Declaration

This declaration must be signed by two people from your organisation who are 18 years of age or older with the authority to sign on behalf of the organisation. Signatories cannot be an undischarged bankrupt, cannot be immediately related, cannot be partners, and cannot live at the same address. They must have a daytime contact phone number and be contactable during normal business hours.

On behalf of: (full name of organisation)

Hokianga Country Music Club

New Section

Kaikohe-Hokianga Community Board July 2023 - June 2024**Local Grant Application Form****Application No. KHCB00002 From Hokianga Country Music Club Inc**

Form Submitted 30 Jul 2023, 5:20PM NZST

We, the undersigned, declare the following:

In submitting this application:

1. We have the authority to commit our organisation to this application and we have been duly authorised by our governing body.
2. We acknowledge and agree that the Far North District Council may disclose or obtain information related to the funding of the organisation from any other government department or agenda, private person, or organisation.
3. We have attached our organisations most recent statement of income and expenditure, annual accounts, or other financial documents that demonstrate its ability to manage a grant.
4. Individuals associated with our organisation will not receive a salary or any other pecuniary gain from the proceeds of any grant money arising from this application.
5. The details given in all sections of this application are true and correct to the best of our knowledge, and reasonable evidence has been provided to support our application.
6. We have the following set of internal controls in place:
 - Two signatories to all bank accounts (if applicable)
 - a regularly maintained and current cashbook or electronic equivalent
 - A person responsible for keeping the financial records of the organisation
 - A regularly maintained tax record (if applicable)
 - A regularly maintained PAYE record (if applicable)
 - The funding and its expenditure shown as separate entries in the cash book or as a note to the accounts
 - Tracking of different funding, e.g through a spreadsheet or journey entry
 - regular financial reporting to every full meeting of the governing body

We agree to the following conditions if we are funded by Local Community Grant Funding:

1. To uplift any funding granted within 3 months of the date of the letter of agreement. failure to do so will result in loss of the grant money.
2. To spend the funding within 12 months of the date of grant approval unless written approval for an extension is obtained from Council before that 12 month period ends.
3. To spend the funding only for the purpose(s) approved by the Far North District Council unless written approval for a change of purpose(s) is obtained **an advance** from the Community Board.
4. To return to the Far North District Council any portion of the funding that we do not spend. If our payment includes GST we will return the GST component of the amount to be returned.
5. To acknowledge the receipt of Community Board funds as a separate entry in our accounts, or in a note to our accounts, in our organisation's annual report.
6. To acknowledge any financial contribution from Far North District Council on signage and in any publicity relating to the project. Contact the Funding Team for digital imagery.
7. To make available any files or records that relate to the expenditure of this funding for inspection if requested by the Far North district Council or its auditors.
8. To complete and return a Project Report within **two months** of the end of the project, or, if the activity is ongoing, within two months of the funding being spent. applicants who fail to provide a project report within this timeframe will not be considered for funding for stand-down period of five years.
9. To inform the Far North District Council of significant changes in our organisation before this application has been considered, or the funding has been fully used and

Kaikohe-Hokianga Community Board July 2023 - June 2024
Local Grant Application Form
Application No. KHCB00002 From Hokianga Country Music Club Inc
Form Submitted 30 Jul 2023, 5:20PM NZST

accounted for (such as change in contact details, office holders, financial situation, intention to wind up or cease operations, or any other significant event).
10To lay a complaint with the Police and notify the far North District Council immediately if any of the funding is stolen or misappropriated.

Signatory One

Name

Janice Tuffnell

Position

Treasurer

Date

27/08/2023

Must be a date.

Signatory Two

Name

Ruki Te Rore

Position

Committee

New Question

27/08/2023

Must be a date.

Kaikohe-Hokianga Community Board July 2023 - June 2024

Local Grant Application Form

Application No. KHCB00002 From Hokianga Country Music Club Inc

Form Submitted 30 Jul 2023, 5:20PM NZST

Kaikohe-Hokianga Community Board July 2023 - June 2024
Local Grant Application Form
Application No. KHCB00003 From The Helping Paws Charitable Trust
Form Submitted 30 Jul 2023, 10:29AM NZST

Applicant Details

*** indicates a required field**

Instructions

Please read carefully:

- Read this application in full before you start filling it in. It is easier to complete an application if you have the information you need at your fingertips.
- Please see Section 1 of the [Community Grant Policy](#) to ensure you are eligible.
- All applications are to be submitted 15 clear working days prior to the Community Board meeting where the application will be considered. Deadline dates are on the Council's website.
- Incomplete, late or non-complying applications will not be considered.
- Applicants who have failed to complete a Project Report for previous funding granted within the last five years are not eligible for funding.
- If there's anything on this form you're not sure of, please contact the Community Development team at freephone 0800 920 029 or funding@fndc.govt.nz - we're happy to help.

The following *must* be submitted along with this application form:

- Two quote for purchases where practicable, **or** evidence of expected purchases
- Business plan (including project costs)
- Details of all other funding secured or pending approval for this project (minimum 50%)
- Programme outline (if applying for operating costs)
- A health and safety plan.

Applicant details

Applicant *

The Helping Paws Charitable Trust

Applicant Primary Website

<https://www.facebook.com/groups/mangawhaishelpingpaws>

Must be a URL.

Facebook page

<https://www.facebook.com/groups/mangawhaishelpingpaws>

Kaikohe-Hokianga Community Board July 2023 - June 2024
Local Grant Application Form
Application No. KHCB00003 From The Helping Paws Charitable Trust
Form Submitted 30 Jul 2023, 10:29AM NZST

Contact details

Contact Person One:

Applicant Project Contact *

Ms Megan Denize

Position *

Founder and Trustee

Contact Person Two:

Applicant Admin Contact *

Ms Leanne Stringer

Position *

Community Outreach Co-Ordinator

Must be an email address.

Must be an email address.

Purpose of organisation

Please briefly describe the purpose of the organisation *

The Helping Paws Charitable Trust operates a purpose-built animal rescue centre for the Auckland and Northland regions.

Number of Members *

6,900

Project Details

*** indicates a required field**

Project Details

Clearly describe the project or event:

Name of Activity *

Kaikohe Wild Horse Rescue

Location *

State Highway 12 , Kaikohe

Kaikohe-Hokianga Community Board July 2023 - June 2024
Local Grant Application Form
Application No. KHCB00003 From The Helping Paws Charitable Trust
Form Submitted 30 Jul 2023, 10:29AM NZST

Will there be a charge for the public to attend or participate in the project or event?

☐ Yes

☒ No

If so, how much?

Start Date *

21/07/2023

Must be a date.

End Date *

31/10/2023

Must be a date.

Time

Project Outline:

Outline your activity and the services it will provide. Tell us

- **Who will benefit from the activity and how; and**
- **How it will broaden the range of activities and experiences available to the community.**

Project Outline:

Wild horses have become an increasing problem on State Highway 12 west of the Kaikohe township. This band of horses is believed to have evolved from a group that were abandoned by their owner approximately twenty years ago. Over time, their population has expanded to the point that they are breaking into private properties and running out onto the road.

The community is worried that they are going to cause a serious accident and need these horses to be removed. Unfortunately these are not domesticated horses. They have never been touched or worn a halter, so removing them, rehabilitating them and eventually rehoming them is a process that only people who are very experienced can deal with for the safety of both the local community, the rescuers and the horses themselves.

The community has been let down by many people who have offered to help, then walked away because the problem is just too difficult to manage. Helping Paws has now stepped in, and we are making a commitment to remove these horses for the safety of the Kaikohe community. Our rescuers have removed seven horses at our cost, but require assistance with the cost to remove, relocate, rehabilitate and rehome the remaining horses before they cause a serious accident.

It takes rescuers at least ten hours on horseback to round up 2-5 horses at a time. This is a significant effort which we are committed to seeing through for the safety of the local community.

Project Cost

*** indicates a required field**

Kaikohe-Hokianga Community Board July 2023 - June 2024
Local Grant Application Form
Application No. KHC00003 From The Helping Paws Charitable Trust
 Form Submitted 30 Jul 2023, 10:29AM NZST

Provide a detailed costs estimate for the activity. Funding requested may not exceed 50% of the total cost.

Total Cost - provide the total amount of the estimated quoted cost against the appropriate item.

Amount Requested - provide (against the item) the amount the Board is being requested to contribute.

Please Note:

- You need to provide quotes (evidence of costs) for everything listed in the total costs column
- If your organisation is GST registered, all requested amounts must be GST exclusive.
- Do not enter cents - round the values up or down to the nearest dollar
- If you are applying for operating costs of a programme, please attach a programme outline

Budge

Expenditure	Total Cost	Amount Requested	Quotes
	Must be a dollar amount Must be a dollar amount.	Must be a dollar amount Must be a dollar amount.	
Horse Food - 45 Rounds @\$90 Plus Delivery	\$6,175.00	\$3,000.00	Filename: Invoice INV-0022.pdf File size: 19.4 kB
Travel/Mileage - 324km x 3 trips x 0.95c	\$923.00	\$0.00	Filename: Mileage for Kaikohe Wild Horse Rescue.pdf File size: 28.9 kB
Sawdust for Rehabilitation Yards	\$500.00	\$0.00	No files have been uploaded
			No files have been uploaded
	\$	\$	No files have been uploaded
	\$	\$	No files have been uploaded
	\$	\$	No files have been uploaded
	\$	\$	No files have been uploaded
	\$	\$	No files have been uploaded
	\$	\$	No files have been uploaded

Kaikohe-Hokianga Community Board July 2023 - June 2024
Local Grant Application Form
Application No. KHCB00003 From The Helping Paws Charitable Trust
 Form Submitted 30 Jul 2023, 10:29AM NZST

	\$	\$	No files have been uploaded
	\$	\$	No files have been uploaded
Other (describe)	\$	\$	No files have been uploaded
Other (describe)	\$	\$	No files have been uploaded
Other (describe)	\$	\$	No files have been uploaded

Funding Request Amount

Please enter the total cost of your project (the sum of the items you have listed in the Total Cost column above) and the total amount you are requesting from the Board (the sum of the items you have listed in the Amount Requested column above).

What is the total cost of your project? *

\$7,598

Must be a dollar amount.

What is the amount you are requesting from the Board? *

\$3,000

Must be a dollar amount.

Financial Information

*** indicates a required field**

Is your organisation registered for GST? *

☒ Yes ☐ No

GST Number

GST Number *

132460132

Current Funding

How much money does your organisation currently have? *

\$1,300.00

Must be a dollar amount.

How much of this money is already committed to a specific purpose? *

\$1,300.00

Must be a dollar amount.

Kaikohe-Hokianga Community Board July 2023 - June 2024
Local Grant Application Form
Application No. KHCB00003 From The Helping Paws Charitable Trust
 Form Submitted 30 Jul 2023, 10:29AM NZST

Tagged Funds

List the purpose and the amounts of money already tagged or committed (if any):

Purpose	Amount
	Must be a dollar amount.
Kaikohe Wild Horse Rescue	\$1,300.00
	\$
	\$
	\$
	\$

Total Tagged Funds

Total Expenditure Amount

\$3,298.00

This number/amount is calculated.

Other Funding

Please list details of all other funding secured or pending approval for this project (minimum 50%)

Funding Source	Amount	Decision
	Must be a dollar amount.	
Horse Adoption Fees	\$3,298.00	Pending
	\$	

Previous Funding from FNDC

Have you previously received funding from FNDC? *

☐ Yes ☒ No

Declaration

Privacy Information

The information you have provided on this form is required so that your application for funding can be processed. Once this application is lodged with the Council it becomes public information and may be made available on the Council's website. **If there is sensitive information in the proposal of personal details you wish to be withheld, please advise.** These details are collected to inform the general public and community groups about all funding applications which have been submitted to the Far North District Council.

Kaikohe-Hokianga Community Board July 2023 - June 2024
Local Grant Application Form
Application No. KHCB00003 From The Helping Paws Charitable Trust
Form Submitted 30 Jul 2023, 10:29AM NZST

Applicant Declaration

This declaration must be signed by two people from your organisation who are 18 years of age or older with the authority to sign on behalf of the organisation. Signatories cannot be an undischarged bankrupt, cannot be immediately related, cannot be partners, and cannot live at the same address. They must have a daytime contact phone number and be contactable during normal business hours.

On behalf of: (full name of organisation)

New Section

We, the undersigned, declare the following:

In submitting this application:

1. We have the authority to commit our organisation to this application and we have been duly authorised by our governing body.
2. We acknowledge and agree that the Far North District Council may disclose or obtain information related to the funding of the organisation from any other government department or agenda, private person, or organisation.
3. We have attached our organisations most recent statement of income and expenditure, annual accounts, or other financial documents that demonstrate its ability to manage a grant.
4. Individuals associated with our organisation will not receive a salary or any other pecuniary gain from the proceeds of any grant money arising from this application.
5. The details given in all sections of this application are true and correct to the best of our knowledge, and reasonable evidence has been provided to support our application.
6. We have the following set of internal controls in place:
 - Two signatories to all bank accounts (if applicable)
 - a regularly maintained and current cashbook or electronic equivalent
 - A person responsible for keeping the financial records of the organisation
 - A regularly maintained tax record (if applicable)
 - A regularly maintained PAYE record (if applicable)
 - The funding and its expenditure shown as separate entries in the cash book or as a note to the accounts
 - Tracking of different funding, e.g. through a spreadsheet or journey entry
 - regular financial reporting to every full meeting of the governing body

We agree to the following conditions if we are funded by Local Community Grant Funding:

1. To uplift any funding granted within 3 months of the date of the letter of agreement. failure to do so will result in loss of the grant money.
2. To spend the funding within 12 months of the date of grant approval unless written approval for an extension is obtained from Council before that 12 month period ends.
3. To spend the funding only for the purpose(s) approved by the Far North District Council unless written approval for a change of purpose(s) is obtained **an advance** from the Community Board.
4. To return to the Far North District Council any portion of the funding that we do not spend. If our payment includes GST we will return the GST component of the amount to be returned.

**Kaikohe-Hokianga Community Board July 2023 - June 2024
Local Grant Application Form****Application No. KHCB00003 From The Helping Paws Charitable Trust**

Form Submitted 30 Jul 2023, 10:29AM NZST

5. To acknowledge the receipt of Community Board funds as a separate entry in our accounts, or in a note to our accounts, in our organisation's annual report.
6. To acknowledge any financial contribution from Far North District Council on signage and in any publicity relating to the project. Contact the Funding Team for digital imagery.
7. To make available any files or records that relate to the expenditure of this funding for inspection if requested by the Far North district Council or its auditors.
8. To complete and return a Project Report within **two months** of the end of the project, or, if the activity is ongoing, within two months of the funding being spent. applicants who fail to provide a project report within this timeframe will not be considered for funding for stand-down period of five years.
9. To inform the Far North District Council of significant changes in our organisation before this application has been considered, or the funding has been fully used and accounted for (such as change in contact details, office holders, financial situation, intention to wind up or cease operations, or any other significant event).
- 10 To lay a complaint with the Police and notify the far North District Council immediately if any of the funding is stolen or misappropriated.

Signatory One**Name**

Megan Denize

Position

Founder and Trustee

Phone Number**Date**

30/07/2023

Must be a date.

Signatory Two**Name**

Leanne Stringer

Position

Community Outreach Coordinator

**Kaikohe-Hokianga Community Board July 2023 - June 2024
Local Grant Application Form**
Application No. KHCB00003 From The Helping Paws Charitable Trust
Form Submitted 30 Jul 2023, 10:29AM NZST

Phone Number

New Question

30/07/2023

Must be a date.

8 NGĀ PŪRONGO TAIPITOPITO / INFORMATION REPORTS

8.1 KAIKOHE-HOKIANGA STATEMENT OF COMMUNITY BOARD FUND ACCOUNT AS AT 31 JULY 2023

File Number: A4347157

Author: Segun Rotimi, Accounting Support Officer

Authoriser: Jonathan Slavich, Chief Financial Officer

PURPOSE OF THE REPORT

The Community Fund account provides information on financial matters relating to the Kaikohe-Hokianga Community Board's Community Fund which is allocated in accordance with the Community Grant Fund Policy.

RECOMMENDATION

That the Kaikohe-Hokianga Community Board receives the report Kaikohe-Hokianga Statement of Community Board Fund Account as at 31 July 2023

BACKGROUND

The statement is attached for the Board's information and to provide sufficient information to enable the Board to allocate funds in accordance with the funds available.

	Community Board	Placemaking Fund
Community Fund Account balance as at 1 July 2023	\$103,211.00	\$100,000.00
• Plus, unused funds from 2021-2023	\$7,819.57	\$97,607.85
Less funds granted and uplifted to 31 July 2023	\$30,072.70	\$8,627.30
• Less funds not uplifted from previous community meetings (committed to projects)	\$6,326.00	\$91,480.55
Community Fund Account balance as at 31 July 2023	\$74,631.87	\$97,500.00

DISCUSSION AND NEXT STEPS

Board members will consider the applications on the agenda and decide on what level of funding to allocate. The balance as at 31 July 2023 in the Community Fund account is \$74,631.87 and the balance in the Placemaking Fund account is \$97,500.00.

Recent amendments to the Community Grant Fund Policy allow the Community Board to allocate, by resolution, funding directly to key projects identified in their strategic plan to the maximum amount of \$20,000 in any financial year.

FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION

The Far North District Council has delegated the allocation of relevant community board funds to the Kaikohe-Hokianga 31 July 2023 is attached.

ATTACHMENTS

- Statement of Community Fund Account Kaikohe-Hokianga as at 31 July 2023 - A4347026**





Far North District Council
Kaikohe - Hokianga Community Board
Statement of Community Fund Account as at 31-July-2023

Far North District Council		
Kaikohe - Hokianga Community Board		
	Community Board	Placemaking
Allocation Grants & Donations Annual Budget 2022-23	103,211.00	
Community Board Placemaking Fund		100,000.00
Community Fund Account Balance as at 1 July 2023	\$ 103,211.00	\$ 100,000.00
Unused funds from 2021/22 - Hokianga Sailing Trust for the purchase of an outboard motor	60.00	
Unused funds from 2021/22 - The design work for the Kaikohe - Ngawha shared footpath		39,607.85
Unused funds from 2021/22 - Rob Pink for the purchase, transportation and installation of sand for the Clendon Esplanade beach, Rawene		1,650.00
Unused funds from 2022/23 - Visual Communications and Public Relations to advise the local community and visitors of planned work at Memorial Park		3,000.00
Unused funds from 2022/23 - Ngapuhi Hokianga Ki Te Raki Society Incorporated for rent/venue hire, equipment hire	1,800.00	
Unused funds from 2022/23 - Waimamaku Community Garden Group (Wekaweka Valley Community Trust) for irrigation set-up and consumable materials	2,586.00	
Unused funds from 2022/23 - Rawene Golf Club for Rawene Golf Fun Day	880.00	
Unused funds from 2022/23 - Valerie August for the Matariki 2023 exhibition in Rawene		700.00
Unused funds from 2022/23 - Volunteering Northland for support of volunteer engagement and organisations in the Kaikohe-Hokianga Ward	1,572.70	427.30
Unused funds from 2022/23 - Whatu Creative for the Matariki 2023 Weaving the Strands together workshops		5,000.00
Funds from 2022/23 to be transferred - Rural Travel Fund for the benefit of tamariki in the Kaikohe-Hokianga Ward to participate in sport		10,000.00
Unused funds from 2022/23 - Community Business and Environment Centre (CBEC)		37,222.70
Refund from FY 22/23 - of grant for workshops that were unable to take place	920.87	
Plus, unused funds from 2021-23	\$ 7,819.57	\$ 97,607.85
	\$ 111,030.57	\$ 197,607.85
Less Expenditure 2023/24 (Funds Uplifted)	Community Board	Placemaking
July 23		
Volunteering Northland for first aid and volunteer resilience training	1,572.70	427.3
Whatu Creative for the Matariki 2023 Weaving the Strands together workshops		5,000.00
Valerie August for the Matariki 2023 exhibition in Rawene		700.00

Coast-to-Coast Cat Rescue for volunteer support and animal care	5,000.00	
Ngā Moko a Rāhiri Inc for the purchase of Whakakāhuria Piupiu	5,000.00	
Kohukohu Community Library for the purchase of books	1,000.00	
Tuhuna 15B2 Trust/Ratana Church for the relocation of a building to their site	15,000.00	
Opononi Bowling Club for the purchase of a ride-on lawnmower	2,500.00	
Hokianga Bowling Club for a new greens roller		2,500.00
Less funds granted and uplifted to 31 July 2023	\$ 30,072.70	\$ 8,627.30
Balance as at 31 July 2023	\$ 80,957.87	\$ 188,980.55
Less funds not uplifted from previous community meetings at 31 July 2023		
Meeting 01.06.22		
Hokianga Sailing Trust for the purchase of an outboard motor	60.00	
The design work for the Kaikohe - Ngawha shared footpath		39,607.85
Rob Pink for the purchase, transportation and installation of sand for the Clendon Esplanade beach, Rawene		1,650.00
Meeting 03.08.22		
Visual Communications and Public Relations to advise the local community and visitors of planned work at Memorial Park		3,000.00
Meeting 16.11.22		
Ngapuhi Hokianga Ki Te Raki Society Incorporated for rent/venue hire, equipment hire	1,800.00	
Meeting 14.12.22		
Waimamaku Community Garden Group (Wekaweka Valley Community Trust) for irrigation set-up and consumable materials	2,586.00	
Meeting 10.05.23		
Rawene Golf Club for Rawene Golf Fun Day	880.00	
Meeting 15.06.23		
Community Business and Environment Centre (CBEC)		37,222.70
Funds from 2022/23 to be transferred - Rural Travel Fund for the benefit of tamariki in the Kaikohe-Hokianga Ward to participate in sport		10,000.00

Meeting 05.07.23		
Northland College Board of Trustees for the attendance of the senior netball team at UNISS 2023	1,000.00	
Less funds not uplifted from previous community meetings (committed to projects)	\$ 6,326.00	\$ 91,480.55
Community Fund Account balance as at 31 July 2023	\$ 74,631.87	\$ 97,500.00
	Community Board	Placemaking

8.2 RAWENE CAMPUS - TE PUNA O KUPENUKU UPDATE

File Number: A4353825

Author: Tania Steen, Manager – Property & Facilities Management

Authoriser: Kevin Johnson, Group Manager - Delivery and Operations

TAKE PŪRONGO / PURPOSE OF THE REPORT

To provide an update to the Kaikohe–Hokianga Community Board (KHCB), as requested by the Kaikohe – Hokianga Board Chairperson, on the status of the lease to Te Puna o Kupenuku (TPoK) located at 78 Parnell Street, Rawene.

WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY

- At the 10 December 2020 Council meeting, Council passed resolution to grant a 5-year lease with a right to renew for a further 5 years to Te Puna O Kupenuku (TPoK) over 78 Parnell Street, Rawene.
- A Memorandum of Understanding (MoU) between Far North District Council (FNDC) and TPoK is in place with expiry 31 December 2023.
- Following request from Elected Members in December 2022 to liaise more closely with the TPoK committee, staff have been meeting regularly with the TPoK committee since January 2023.

TŪTOHUNGA / RECOMMENDATION

That the Kaikohe-Hokianga Community Board receive the report Rawene Campus - Te Puna o Kupenuku Update.

TĀHUHU KŌRERO / BACKGROUND

On 10 December 2020, Council resolved to grant a lease to TPoK over 78 Parnell Street Rawene, known as Rawene Campus.

The amendment became the substantive motion.	
RESOLUTION [2020/89]	
Moved: Deputy Mayor Ann Court	
Seconded: Cr John Vujcich	
That the Far North District Council agree:	
Pursuant to the Reserves Act 1977 the Far North District Council consents to a new lease over the local purpose (educational facilities) reserve (Sections 154 - 156 and 159 - 166 Town of Rawene Block XIV Mangamuka Survey District) to Te Puna o Kupenuku subject to the following conditions:	
i)	Rental - \$1 plus GST
ii)	Term of lease - 5 years
iii)	Right of Renewal - 5 years
iv)	Rent Review - On renewal
v)	Authorise the General Manager Infrastructure and Asset Management to negotiate and agree the final terms and conditions of the lease.
CARRIED	

A lease for land and buildings between FNDC and TPoK was agreed and executed on 6 April 2021. The initial term is for 5 years with an option of renewal for a further 5 years. The lease was not publicly notified as it was not required under the Reserves Act 1977 due to the status being Local Purpose (Education) Reserve and is being used for the purpose for which it is reserved.

In October 2020 TPoK requested funding from the KHCB for establishing and furnishing the Rawene Campus, a sum of \$ 17,291 (plus GST if applicable) was approved subject to entering a Memorandum of Understanding (MoU) with FNDC.

The MoU was drawn up on 1 November 2020 between FNDC and TPoK, and whilst not legally binding, it is a relationship agreement which sits within the Deed of Lease. The MoU informs and guides both parties expectations, with the purpose of enabling TPoK to manage the Rawene Campus on behalf of and in the interests of the community of the Hokianga.

In December 2022 the Kaikohe–Hokianga Community Board was made aware of community concerns regarding the Rawene Campus and the management of it. Council staff were consulted regarding clarity around the lease status and its obligations.

Staff reviewed the lease and the accompanying MoU and identified areas of the MoU that had not been upheld by both parties. Staff's recommendation was to reconnect with TPoK to find a common way forward for the remainder of the lease term.

The following meetings have been held with TPoK since December 2022:

January 2023

A meeting with TPoK committee, Elected Members and FNDC staff with the intent to engage with TPoK in order to build a good working relationship moving forward. The following was discussed:

- Initial purpose and intention of the lease: to ensure the site was looked after and maintained whilst providing education opportunities to the community. TPoK required clarification of their roles and responsibilities in accordance with the lease.
- Number of TPoK committee members resigning and community concerns.
- TPoK requested that a Māori representative join meetings going forward.

13 March 2023

A further meeting with TPoK Committee and FNDC staff was held to discuss the Lease and its obligations in more detail, giving the committee the opportunity to ask questions and for FNDC staff to carry out a visual building assessment (attached).

It was discussed that a report would be emailed to FNDC staff with information around how the campus is running, occupancy and maintenance tasks carried out since the last report. While this was an optional suggestion FNDC staff made it clear that it would help in understanding the progress of the campus.

As per MoU - Meetings were scheduled every 3 months to assess progress.

12 July 2023

Quarterly meeting took place on site with the TPoK Committee and FNDC Staff.

Progress had been made on the garden maintenance but very little had been completed regarding building maintenance. Staff expressed the need to address these as priority and encouraged getting a qualified builder to address and provide advice. The committee made note that the repairs required funding they did not have but were looking into various funding streams.

During the meeting it was noted that the Adobe Brick Reception Area appeared to be in use. Staff raised this with the committee and reiterated that it was not to be used and that if TPoK wished to use this building, they were required, under Schedule 2 of the lease, to make it fit for purpose including meeting all requirements of Clause 16: Building Work and obtain a completed Code of Compliance.

The same applied to the stairway and mezzanine floor, though it was clear that those areas were not being used.

40 Solar Panels have been installed but are awaiting connection.

During this meeting TPoK staff advised they were working on a new website and improving their Facebook page to promote courses offered at the campus. They mentioned the community are

asking for more information on what is available and explained they are receptive to members of the public visiting and seeking information directly from the campus.

On 2 August 2023, it was brought to the Community Board's attention that heritage fruit trees on the campus had been felled. No clause addressing the long-term maintenance of heritage fruit trees was included in the lease however there is mention of heritage plantings in the MoU, which the community is interested in preserving.

There are no registered Heritage Trees located in Rawene in the District Plan.

The community's concerns were raised with TPoK who advised that the following works had been carried out and the reasons for the action.

They;

- Pruned bottom branches of the Macadamia trees around the studio, which included cutting back banana trees after they had finished fruiting. Other banana trees are ornamental. Cleared away all Pampas and undergrowth around the studio. A lot of small macadamia and loquat trees were removed and given away to others to take away.
- Dead and diseased apple trees in the nursery area were felled, including trees that were affected by cyclone Gabrielle. Healthy trees were pruned right back as they were getting too big and cramped. A number of apple trees were diseased, two trees had bugs in the fruit, had brown rot, fruit was sour and other trees nearby were affected.
- Uprooted those with healthy roots and will transfer to the edges to open up the beds for the Māramataka course to increase learning by planting, seedlings, propagation of sweeter and better heritage plum and apple from communities. The course will be doing research to combat climate changes that is affecting food stocks. This is opening areas for the courses to take place on the campus.
- Clean up after the cyclone left trees in a dangerous situation and also begun addressing the German Ivy that as identified during the visual building inspection.

The community also raised concern that there has been no opportunity to understand what is being offered at the campus and find out more about plans for the campus since its opening in 2021.

Council staff want to note that the TPoK committee have been very open and engaging in the quarterly meetings, responding promptly to emails and are making a conscious effort to progress with the educational programmes offered at the Campus.

MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND NEXT STEPS

Rawene Community along with KHCB have expressed concerns around the management of Rawene Campus by TPoK.

With further concerns over the rundown state of the land, noting overgrown grass and weeds and limited maintenance carried out on the buildings.

FNDC staff have engaged Hoskin Civil to prepare a current condition assessment. This assessment with help inform Council and TPoK to understand the level of maintenance/ renewal required for the buildings.

TPoK may request to renew the lease for a further 5-year term in April 2026. The decision whether to continue the lease or terminate for any breach or non-performance of Essential Terms can be made by Council staff and does not require Council resolution.

- The parties may renew the lease for one further period of 5 years.
- There is no obligation on either party to renew – it is discretionary.
- If we do not renew but allow the Lessee to remain in occupation, the Lessee will become a monthly tenant.




- Prior to entering a new lease, a further report will be presented to the Kaikohe-Hokianga Community Board seeking a recommendation to Council.

PĀNGA PŪTEA ME NGĀ WĀHANGA TAHUA / FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION

Under the terms of the lease, FNDC have no financial obligation in regard to building improvements. The lease is for a total of \$1 per annum (if invoiced).

If Council renews the lease, the lease allows for a market rent review to be carried out at this time.

ĀPITI HANGA / ATTACHMENTS

1. **Memorandum of Understanding - Rawene Campus - FNDC and TPoK Nov 2020- Dec 2023 - A4123213** [↓](#) 
2. **Final Signed Lease Rawene Campus - Te Puna o Kūpenuku 4-2021 to 4-2026 - A3756638** [↓](#) 
3. **TPoK Visual Building Condition Assessment 13 March 2024 - A4330513** [↓](#) 



HE ARA TĀMATA
CREATING GREAT PLACES
Supporting our people

Email: ask.us@fnhc.govt.nz
Website: www.fnhc.govt.nz

Private Bag 752, Memorial Avenue
Kaikohe 6540, New Zealand
Freephone: 0800 920 029
Phone: (09) 401 5900
Fax: (09) 401 2137

MEMORANDUM OF UNDERSTANDING

from 1 November 2020 to 31 December 2023

Between

Far North District Council (FNDC)

and

Te Puna o Kupenuku (TPoK)

Scope

This Memorandum of Understanding (MoU) is to enable Te Puna o Kupenuku (TPoK) to manage the FNDC's Educational Reserve in Nimmo Street, Rawene (Hokianga Campus) on behalf of, and in the interests of, the community of the Hokianga for a period of three (3) years with the right of renewal thereafter.

This MOU sets out the time frame, the required duties of the parties (TPoK and FNDC), communication requirements and the level and type of reporting required by Council.

In addition, this memorandum outlines that a 'community enabling' approach will be undertaken by Council to ensure the community of Hokianga get the maximum benefit possible from wise and collaborative management of the facility.

Background

When the Local Government amalgamation occurred in 1989, the FNDC inherited from the Hokianga County Council, a two-acre Education Reserve in Nimmo Street, Rawene, which was leased by (then) Northland Community College for the purpose of community education. The college installed prefabricated classrooms on the site, and over subsequent years more buildings were added as the college grew and morphed into the Northland Polytechnic and then later to NorthTec.

Since 2013 a group known as the Hokianga Community Education Trust (HCET) had been negotiating with NorthTec for better community access to the Rawene Campus, and a greater level of community input into the programmes that were run there. However, before agreement was reached in 2019 NorthTec ceased its programmes and left the campus and its assets in the ownership of Council.

After the change in ownership HCET continued to discuss its aspirations for the campus, and requested a lease agreement and broadened its consultative activities in the wider Hokianga area to create a group of more than 180 Hokianga residents and a strong committee of 18 professionals including educators, accountants and lawyers. This group, Te Puna o Kupenuku (TPoK), is passionate about taking on the management of the campus and facilitating quality education and community services to the Hokianga and Far North communities.

The campus includes landscaping and grounds with heritage plantings, which the community is keen to preserve, as well as a number of buildings most of which are in sound condition and need cosmetic attention. The intention is that TPoK will offer education and community entities the opportunity to use the campus to provide educational and socio/cultural services. TPoK has advised that they already have several providers ready to go.

Since early talks between HCET and NorthTec, Council staff and the Kaikohe-Hokianga Community Board have been involved, helping the community to progress its vision and facilitating conversations between all stakeholders. Throughout this activity, TPoK has maintained a constructive, collaborative and inclusive stance with both the community and Council and has demonstrated its suitability to be an able and reliable 'broker' for their community.

Te Puna o Kupenuku will:

1. Meet with FNDC's Campus Management Team quarterly to update the team on site progress and campus development.
2. Direct any urgent enquiries to Council's Community Development Advisor assigned to this project who will then redirect the enquiry as appropriate.
3. Work cooperatively with Council and the wider Hokianga community to maintain harmonious relationships and do nothing that disrespects or discredits any parties.
4. Acknowledge FNDC as partners in media coverage.
5. Discuss any subleasing opportunities with FNDC to reach mutual agreement before committing. *also in lease.*
6. Maintain open communication with FNDC and alert staff to any issues or potential future issues and risks.

Far North District Council will:

1. Meet with TPoK quarterly to discuss site progress and campus development.
2. Remove barriers that are within Council's control to support the aspirations of TPoK.
3. Acknowledge TPoK as a partner and work respectfully and cooperatively with TPoK to maintain a harmonious relationship and do nothing that disrespects or discredits TPoK.
4. Respond to all enquiries in an efficient manner.
5. Support the economic, social, cultural and environmental development of the Hokianga area by working constructively and collaboratively with TPoK and the wider Hokianga community to breathe life back into campus and see it flourish.
6. Work in partnership with TPoK and Treaty partners.
7. Arrange for a yearly condition assessment of the grounds and buildings. *- not in lease*
8. Prepare a lease agreement in consultation with TPoK that outlines obligations of both parties.
9. Acknowledge that TPoK is to retain all income from the educational and community activity on site.

Timeframe and Review

This Memorandum of Understanding is effective from 01 November 2020 until 31 December 2023 and will be reviewed annually. This MoU may be terminated by either party giving at least three (3) calendar months' notice.

SIGNED on behalf of the parties

Andy Finch



Date – 13 November 2020

General Manager
Infrastructure and Asset Management

Pani Hauraki



Date – 13 November 2020

Chairperson / *Facilitator*
Te Puna o Kupenuku

Between

THE FAR NORTH DISTRICT COUNCIL (Lessor)

And

TE PUNA o KUPENUKU (50021761) (Lessee)

DEED OF LEASE

Sections 154,155,156,159,160,161,162,163,164,165 and 166 Town of Rawene
Local Purpose (educational facilities) Reserve by New Zealand Gazette 1998 p2905
Corner of Parnell Street and Nimmo Street East, Rawene

Far North District Council
Kaikohe

A1274846 Local Purpose (Educational Facilities) Reserve - Rawene - Lease to TE PUNA o KUPENUKU

Handwritten signatures and initials in black ink, including a large signature at the top and initials 'MT' at the bottom.

1

THIS DEED dated the _____ day of _____ 2021

BETWEEN **THE FAR NORTH DISTRICT COUNCIL**, a body corporate pursuant to the Local Government Act 2002 (hereinafter together with its successors and assigns ("the Lessor")

AND **TE PUNA o KUPENUKU**, a community organisation incorporated under the Charitable Trusts Act 1957 on the 12th day of December 2019 ("the Lessee")

BACKGROUND

- A. the Lessor agrees to lease to the Lessee the reserve land and buildings thereon described in Schedule 1 ("the Land") and shown outlined in red on the plan annexed hereto (Appendix 1) subject to the conditions of this lease.
- B. The Lessee Te Puna o Kupenuku is a community and hapu-based organisation. They wish to lease the land and buildings to enable their organisation to bring together the hapu and communities of the Hokianga by providing support through training and community education/mātauranga programmes enabling Hokianga to be vibrant, healthy, safe, connected, and sustainable.
- C. This lease is the first step of a long-term plan to revitalise the Hokianga Education Campus.
- D. On 13 November 2020 the Lessor and Lessee signed a Memorandum of Understanding recording the aims, aspirations and intentions of the both parties. See Appendix 3.

THE PARTIES AGREE:

1. INTERPRETATION

In this agreement unless the context indicates otherwise:

1.1 Definitions:

"Annual Rent" means the annual rent specified in the schedule subject to changes consequent on the Lessor's exercise of any right to review the annual rent or on the Lessee's exercise of any right to renew this lease;

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

"Building" means the buildings, Building Work, Lessee Improvements and other improvements described in the schedule;

"Building Work" means any works carried out on any part of the Building and/or the Land relating to the construction, installation, alteration, renovation or repair of any dwelling, landscaping or any other improvements to the Building or the Land;

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

"Education" means the process of receiving or giving systematic instruction, guidance and/or teachings including at a school or university. For the purposes of this lease, education includes training, learning and development, and encompasses all elements of mātauranga.

"GST" means tax charged under the Goods and Services Tax Act 1985 and includes any tax charged in substitution for that tax;

"Insured Risks" means loss, damage or destruction resulting from fire, earthquake, storm, tempest and aircraft impact and any other risks which the Lessor may reasonably require to be insured against;

"Land" means the land described in the schedule and shown on the plan attached to this lease;

"Lessee" means the person specified as the Lessee in the Schedule and the Lessee's permitted assigns and the Lessee's agents, employees, contractors and invitees;

"Lessee's Improvements" means the Lessee's property situated in or on the Land and includes all buildings, structures and improvements and all equipment and plant owned or placed on the Land by the Lessee;

"Lessor" means person specified as the Lessor in the schedule and includes the Lessor's permitted assigns and Lessor's agents, employees, contractors and invitees;

"Mātauranga" includes but is not limited to education, training, learning and development.

"Outgoings" means all rates, taxes, charges including charges for Utilities, assessments, duties, impositions and fees from time to time payable to any third party or Authority relating to the Land;

"Permitted Use" means the use of the land and buildings for community and education/mātauranga purposes as set out in Schedule 1.

"Term" means the term of this lease and includes the initial term and (if this lease is renewed) the renewal as set out in Schedule 1;

"Utilities" means all utility and other services connected and/or supplied to the Land, including water, sewage, drainage, electricity, gas, telephone and rubbish collections;

- 1.2 **Building Act Terms:** The terms "Building Work" and "Code Compliance Certificate" have the meanings given to those terms in the Building Act 2004;
- 1.3 **Defined Expressions:** 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 **Headings:** 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 **Joint and Several Obligations:** 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 **Negative Obligations:** Any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- 1.7 **Parties:** References to parties are references to parties to this agreement and include each party's executors, administrators and successors;
- 1.8 **Persons:** References to parties are references to individuals, companies, partnerships, associations, trusts, government departments and local authorities in each case whether or not having separate legal personality;
- 1.9 **Plural and Singular:** Singular words include the plural and vice versa;

A1274846 .Local Purpose (Educational Facilities) Reserve - Rawene - Lease to TE PUNA o KUPENUKU

- 1.10 Schedules:** The schedule and its contents have the same effect as if set out in the body of this lease;
- 1.11 Schedule Terms:** The terms "Commencement Date", "Default Interest Rate", "Final Expiry Date", "Initial Term", "Permitted Use", "Renewal Term(s)", "Rent Payment Date(s)", "Rent Review Date(s)" and "Renewal Date" together with the other terms specified in the schedule, will be interpreted by reference to the schedule;
- 1.12 Sections, Clauses and Schedules:** References to sections, clauses and schedules are references to sections and clauses of and schedules to this deed;
- 1.13 Statutes and Regulations:** 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. GRANT OF LEASE

Pursuant to section 61 of the Reserves Act 1977, the Lessor leases to the Lessee and the Lessee takes the Land and Buildings on lease for the Initial Term beginning on the Commencement Date and ending on the Renewal Date at the Annual Rent.

3. RENEWAL

- 3.1** The Lessor and Lessee may renew the lease for one further period of five (5) years after Renewal Date.
- 3.2 Holding Over:** If, other than under a renewal of this lease or the grant of a further lease, the Lessor permits the Lessee to remain in occupation of the Land after the Renewal Date or earlier termination of the Term, the Lessee will be a monthly tenant only.

4. WARRANTIES AND REPRESENTATIONS

4.1 Lessor represents and warrants that:

- 4.1.1** in the past the Land, the Buildings and all the infrastructure located on the Land were Leased to Northtec for educational/mātauranga purposes. That lease was abandoned in 2019 and the campus and its assets left in the ownership of the Lessor. The Land, Buildings and associated infrastructure have been unused since then, with no maintenance and/or improvements carried out;
- 4.1.2** it will not be responsible for any maintenance of the Buildings and the infrastructure located on the Land;
- 4.1.3** it has engaged engineers and construction professionals to complete a comprehensive understanding of the suitability of the Land and Buildings for continued community education/mātauranga and public use. All resulting documents have been provided to the Lessor and are set out in Schedule 2.
- 4.1.4** the parts of the administration building, identified in Schedule 2, must not to be used by the Lessee until such time as the Lessee has made them fit for purpose (in accordance with the requirements of Clause 16 BUILDING WORK and consistent with the Permitted Use) and has obtained Code Compliance Certificate..

4.2 Lessee represents and warrants that:

- 4.2.1** it accepts the Land, the Buildings and all the infrastructure located on the Land in an "as is where is" condition;
- 4.2.2** it will not occupy or use the parts of the administration building identified in ~~Schedule 2 until such time as the Lessee has made them fit for~~ purpose (in accordance with the requirements of Clause 16 BUILDING WORK and consistent with the Permitted Use) and has obtained Code Compliance Certificate;
- 4.2.3** the campus and its assets will require periodic maintenance and improvements to suit the Lessee's purpose, and that the Lessee is to bear costs for maintenance;
- 4.2.4** it will comply with all such laws, rules, regulations, bylaws, and policies as shall from time to time be in effect relating in any way to this lease and use of the Land and Buildings pursuant to this lease.

5. RENT

If required by the Lessor, the Lessee must pay:

- 5.1 Annual Rent:** The Annual Rent by annual payments in advance on the Rent Payment Dates;
- 5.2 Annual Payments:** The first annual payment of the Annual Rent on the Commencement Date;
- 5.3 No Deductions or Set-Off:** All rent and other money payable by the Lessee under this lease to the Lessor without any deduction or set-off; and
- 5.4 Method:** All rent payments by direct bank payment or as the Lessor may direct.

6. RENT REVIEW

- 6.1 Process:** The Annual Rent is subject to review on the Rent Review Dates using the process set out in clauses 5.2 – 5.4 (inclusive).
- 6.2 Lessor's Notice:** The Lessor may not later than two (2) months before each Rent Review Date give written notice to the Lessee ("Lessor's Notice") setting out the Lessor's assessment of the current rent of the Land and Buildings on that particular Rent Review Date.
- 6.3 Lessee's Notice:** The Lessee may within 28 days of receiving the Lessor's Notice (time being of the essence) by written notice to the Lessor (Lessee's Notice) dispute the rent set out in the Lessor's Notice. The Lessee's Notice must state the Lessee's assessment of the current rent of the Land and Buildings on that particular Rent Review Date. If the Lessee does not give a Lessee's Notice, the Lessee will be taken to have accepted the rent set out in the Lessor's Notice.
- 6.4 Determination of dispute:** If at any time the parties shall be unable to agree upon the rent to become payable following each Review, the appropriate rent shall be determined pursuant to clause 25 hereof.
- 6.5 Rent Ratchet:** The Annual Rent payable by the Lessee following a Rent Review Date must never be less than the Annual Rent payable immediately before the Rent Review Date.

7. GST

7.1 Payment: The Lessee must pay to the Lessor all GST payable on the Annual Rent and other money payable by the Lessee under this lease. The Lessee must pay GST:

7.1.1 Annual Rent: On the Annual Rent on each occasion when any rent falls due for payment; and

7.1.2 Other Money: On any other money payable by the Lessee on demand.

7.2 Default: If:

7.2.1 Lessee Fails to Pay: The Lessee fails to pay the Annual Rent or other money payable under this lease (including GST); and

7.2.2 Lessor Liable to Penalty: The Lessor becomes liable to pay additional GST or penalty tax;

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

8. OUTGOINGS

8.1 Lessee to Pay Outgoings: The Lessee must on demand by the Lessor pay the Outgoings without deduction or set-off. If any Outgoing is not separately assessed on or charged to the Land or Buildings, the Lessee must pay a fair and reasonable proportion of that Outgoing.

8.2 Local Authority Rates: Rates will not be assessed over the Land and Buildings, as the Reserve is not rateable.

8.3 Apportionment: Any Outgoing which is not assessed or charged for a period falling wholly within the Term will be apportioned between the Lessor and the Lessee.

8.4 Penalties: If any Outgoing is payable by a date after which a penalty applies, the Lessee will comply with clause 8.1 if the Lessee pays that Outgoing at least five (5) days before the penalty date.

9. UTILITY CHARGES

9.1 Lessee to Pay Utility Charges: The Lessee must promptly pay to the relevant supplier or Authority all charges and connection fees for Utilities which are separately metered or charged to the Land and Buildings and/or Lessee's Improvements. For avoidance of any doubt, this includes charges and connection fees and targeted rates for Council services, for example pan charges, and water and wastewater connections.

9.2 Apportionment: The Lessee must pay to the Lessor on demand a fair and reasonable proportion of the charge for any Utility which is not separately metered or charged to the Land or Buildings.

9.3 Meters: If the Lessor or any Authority requires the Lessee to do so, the Lessee must at the Lessee's own expense install any meter or other measuring devices necessary for the proper measurement of the charges for any Utility or other services supplied to the Land or Buildings and/or Lessee's Improvements.

10. FINANCIAL ASSISTANCE AND OTHER ARRANGMENTS

10.1 The Lessee acknowledges that the Lessor must, by law, levy certain targeted rates and charges on the Lessee;

10.2 The Lessee acknowledges that the Lessor cannot waive these targeted rates and charges but may agree to a financial grant to the Lessee on a case-by-case basis.

10.3 The Lessee agrees to make any financial grant requests to the Lessor in writing, detailing the reasons for the request.

10.4 The Lessor agrees to consider grant requests made by the Lessee in good faith having regard to the circumstances, factors, and policies reasonable and relevant at the time.

10.5 The Lessor is under no obligation to approve any applications for grant funding, and the Lessee acknowledges that the Lessor's decision on the matter is final.

11. SITE SECURITY

11.1 The Lessee will manage security requirements for the campus.

11.2 The Lessee is to notify and provide the Lessor with updates to any security codes and locks.

12. COSTS

The Lessor reserves the right to ask the Lessee to provide a fair and reasonable contribution to the following costs should they arise:

12.1 Legal Costs and Disbursements: Incurred by the outsourcing of legal work to a third party in relation to and/or arising from this lease; and

12.2 Default Costs: All costs, charges, and expenses for which the Lessor becomes liable as a result of the Lessee's breach of any of this lease's terms.

13. INSURANCE

13.1 Public Risk Insurance: The Lessee must throughout the Term keep current a public risk insurance policy applicable to the Land and Buildings and Lessee's Improvements and the business and activities carried on, in, or from the Land and Buildings and Lessee's Improvements for:

13.1.1 Specified Amount: The amount specified in Schedule 1 **\$1,000,000.00**; or

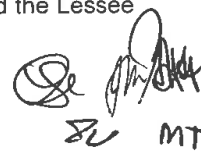
13.1.2 Increased Amount: Any increased amount that the Lessor may reasonably require and, in particular, any increased amount required by the Lessor as a result of a change in government provision for Accident Compensation claims.

13.2 Contents Insurance: The Lessee must throughout the Term keep current a contents insurance policy applicable to the Land and Buildings and Lessee's Improvements and the business and activities carried on, in, or from the Land and Buildings and Lessee's Improvements.

13.3 Destruction of Buildings:

13.3.1 Partial Damage: In the event of the Buildings or any part thereof at any time during the Term being partially destroyed or damaged as a result of an Insured Risk then, as often as that happens, all monies received in respect of insurance shall be expended by the Lessor with all reasonable speed in repairing the damage sustained; or

13.3.2 Total Destruction: In the event of the Buildings being totally destroyed or damaged by any cause, the Lessor may elect not to rebuild or reinstate the Buildings and if the Lessor shall elect not to rebuild or reinstate, the Term of this lease shall immediately cease and the Lessee



7

must demolish and clear the debris and have the site clear to the satisfaction of the Lessor.

14. MAINTENANCE

14.1 Maintenance: The Lessee must throughout the Term

14.1.1 Maintain the Land and Buildings: in a proper and workmanlike manner for the purposes of the permitted use and to the reasonable requirements of the Lessor make good any damage which may be done to the Land or Buildings, keep and maintain all improvements including the Lessee's Improvements in good repair thereon during the Term of this lease;

14.1.2 Significant Event: The Lessee will notify the Lessor immediately in the event of significant damage to the Land or Buildings—via the Far North District Council Request for Service phone 0800 920 029 – and the Lessor must in good faith provide assistance to and cooperate with the Lessee to ensure continuity of Lessee's business for the purpose of Permitted Use under this lease.

14.1.3 Keep Land Clean: Keep the Land and Buildings including Lessee's Improvements clean and tidy;

14.1.4 Removal of Rubbish: Regularly remove all rubbish and waste from the Land and Buildings and Lessee's Improvements;

14.1.5 Broken Glass: Replace all broken glass on the Land and Buildings and Lessee's Improvements; and

14.1.6 Pests: Prevent and exterminate any pest infestation on the Land and Buildings including Lessee's Improvements; and

14.1.7 Notice from Lessor: Upon receipt of notice in writing from the Lessor of any defect or want of repair of the Land or Buildings or other improvement on the Land requiring the Lessee within a reasonable time, to be specified therein, to repair the same, the Lessee shall with all reasonable speed cause the defect to be remedied and/or the repair to be made to the satisfaction of the Lessor.

15. USE OF LAND AND TERMINATION

15.1 Permitted Use: Subject to clause 13.2 the Lessee must only use the Land and Buildings for the Permitted Use and if at any time the Lessor is of the opinion that the Land or Buildings is not being used or is not sufficiently used for the Permitted Use, the Lessor after making such enquiries as it thinks fit and giving the Lessee the opportunity of explaining the usage of the Land or Buildings, and if satisfied that the Land or Buildings is not being used or is not being sufficiently used for the Permitted Use, may terminate this lease whereupon the Land and Buildings together with all the improvements (including Lessee's Improvements) thereon shall revert to the Lessor and no compensation shall be payable to the Lessee by the Lessor whatsoever.

15.2 Change of Permitted Use: The Lessee may use the Land or Buildings for a use or activity other than the Permitted Use but only with the mutual agreement of the Lessor and Lessee.

15.3 Restrictions on use: The Lessee must:

15.3.1 Noxious Activities and Nuisances: Not carry on any noxious, noisy or offensive business or activity in or about the Land or do anything which is or may become a nuisance or annoyance to any person, but the

carrying on of the Permitted Use by the Lessee in a reasonable manner will not of itself be a breach of this clause;

15.3.2 Resource Management Act: Not do anything which is or may become a breach of any duty imposed on any person by the Resource Management Act 1991;

15.3.3 Health and Safety in Employment Act: Not do anything which is or may become a breach of any duty imposed on any person by the Health and Safety at Work Act 2015;

15.3.4 Site Safe: The Lessee, at the Lessee's expense, is to develop and register a Site-Specific Safety Plan within three months of the commencement of the lease or as otherwise agreed by the parties to ensure all staff, students, volunteers and visitors on site are kept safe.

15.3.5 Acts, Bylaws, etc: Comply in all respects and at the Lessee's expense with all acts, bylaws, regulations, rules and requisitions relating to the Land and Buildings and Lessee's Improvements and the Lessee's use of the Land and buildings and Lessee's Improvements;

15.3.6 Accommodation: Under no circumstances use the Land, Buildings or Lessee's Improvements for permanent living accommodation except when it is part of a residential training course.

15.3.7 No Right of Freehold: The Lessee shall have no right to acquire the Freehold Title of the Land.

15.4 Reserves Act 1977: The Land and this lease are subject to the Reserves Act 1977 and the provisions of said Act are applicable to this lease and shall be binding in all respects upon the Parties in the same manner as if such provisions had been fully set out herein and as such the Lessee accepts this lease of the Land to be held by it as tenant subject to the conditions, restrictions and covenants set forth in this lease.

16. BUILDING WORK

The Lessee must:

16.1.1 Building Consent: Carry out all Building Work in conformity with a building consent obtained from the relevant Authority prior to commencement of the Building Work; and

16.1.2 Compliance Certificate: obtain a Code Compliance Certificate when the Building Work is complete.

17. REMOVAL OF IMPROVEMENTS

17.1 Conditions of Removal: Notwithstanding anything to the contrary in clauses 14.1 and 16, if the Lessee has:

17.1.1 paid the rent due; and

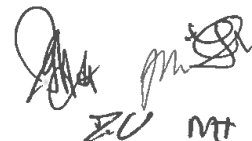
17.1.2 is not in breach of any of the terms of this lease; and

17.1.3 has given notice sent by 'Courier Post-signature required' to the Lessor three months prior to the expiration or termination of the Term of its intention to remove the Lessee's Improvements;

then the Lessee:

17.2 Remove Lessee's Improvements: may remove the Lessee's Improvements from the Land or Buildings; and

- 17.3 Repair Damage:** must repair any damage caused to the Land or Buildings by that removal; and
- 17.4 Leave Land Tidy:** must leave the Land and Buildings in a clean and tidy condition to the Lessor's reasonable satisfaction.
- 17.5 Reversion to Lessor:** In the event that the Lessee's Improvements are not removed within six calendar months of the date of expiry or termination of the Term, then the Lessee's Improvements will revert to the Lessor, who shall have the right to enter upon the Land and remove all the Lessee's Improvements and charge to the Lessee all costs of removal and storage of the Lessee's Improvements or deal with the Lessee's Improvements as it deems appropriate.
- 17.6 Lessee's Right to Transfer:** Notwithstanding anything contained in clauses 17.2 and 17.5 and provided clause 17.1 has been complied with, the Lessee may alternatively transfer the Lessee's Improvements which shall remain on the Land to any body or organisation approved by the Lessor which has similar objects to the objects of the Lessee and which shall prohibit the distribution of its assets among its members and which body or organisation shall enter into a lease agreement with the Lessor for the use and enjoyment of the Land and Buildings and the Lessee shall yield and deliver up the Land and Buildings and the Lessee's Improvements to remain thereon in good clean and substantial order condition and repair.
- 17.7 Payment:** Nothing in this clause 16 shall render the Lessor liable to pay to the Lessee compensation for the Lessee's Improvements and if the Lessee does not exercise its right to remove or transfer the Lessee's Improvements in accordance with clauses 17.1-17.6, then the Lessee's Improvements shall revert to the Lessor without compensation being payable to the Lessee by the Lessor whatsoever.
- 18. ASSIGNMENT AND SUBLEASING**
- 18.1 Lessor's Consent:** The Lessee may:
- 18.1.1 Assign:** Assign the Lessee's entire interest in this lease with Lessor's written consent; or
- 18.1.2 Sublease:** Sublease the whole or any part of the Land or Buildings.
- 18.2 Conditions:** Without limiting the grounds on which the Lessor may withhold consent under clause 18.1.1, the Lessor may, as a condition of any consent, require prior compliance with the following conditions:
- 18.2.1 Standing of Assignee:** The Lessee must prove to the Lessor's reasonable satisfaction that the proposed assignee is responsible and, in the case of an assignment, of sound financial standing;
- 18.2.2 Performance by Lessee:** The Lessee must have performed all of the Lessee's obligations under this lease up to the date of the proposed assignment;
- 18.2.3 Deed of Covenant:** In the case of an assignment, the assignee must sign a deed of covenant with the Lessor agreeing to perform the Lessee's obligations under this lease but without releasing the assignor or any other person from liability under this lease; and
- 18.2.4 Assignment to a Company:** In the case of an assignment to a company, the shares in which are not listed on the New Zealand Stock Exchange, the Lessor may require the assignee's directors and shareholders to guarantee the assignee's obligations under the deed of covenant signed by the assignee.



Handwritten signatures and initials, including 'ZU' and 'MT'.

- 18.3 Costs:** The Lessee must pay the Lessor's reasonable costs for any consent or application for consent under this section (including the Lessor's legal costs) and the costs of investigating the suitability of the proposed assignee.

19. LESSOR'S RIGHTS OF ENTRY

19.1 ~~Entry to Land and Buildings and Lessee's Improvements by Lessor:~~

Subject to the Lessor not disrupting or interfering with the Lessee's Permitted Use and/or associated activities, the Lessor may, with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time without notice in the case of an emergency), enter the Land and Buildings or the Lessee's Improvements to:

19.1.1 Inspect Land: inspect the condition and state of repair of the Land and Buildings or the Lessee's Improvements; or

19.1.2 Compliance with Statutes, etc: carry out any works to comply with any statutes, regulations, by-laws, ordinances, orders, proclamations, requirements of or notices by any Authority and if such works are the responsibility of the Lessee under this lease such works shall be at the Lessee's cost and all moneys expended by the Lessor in completing the works shall be payable by the Lessee to the Lessor and shall be recoverable together with interest thereon at the default rate until payment thereon as rent in arrears;

19.1.3 Compliance with this lease: carry out its obligations under this lease.

19.2 Minimise Disturbance to Lessee: The Lessor will take reasonable steps to minimise any disturbance to the Lessee when exercising the entry rights granted under clause 19.1.

20. QUIET ENJOYMENT

If the Lessee pays the Annual Rent and performs the Lessee's obligations in this lease subject to the provisions of this lease, the Lessee will be entitled to quiet enjoyment of the Land and Buildings and the Lessee's Improvements without interruption by the Lessor or any person claiming under the Lessor.

21. DEFAULT

21.1 Re-Entry: The Lessor may re-enter the Land and the Lessee's Improvements and terminate this lease if the Lessee:

21.1.1 Failure to Pay Rent: Fails for a period of 30 days after the due date to pay any instalment of the Annual Rent or any other money payable under this lease;

21.1.2 Failure to Perform: Fails to observe or perform any other obligation under this lease within a reasonable timeframe as may be agreed between the parties from time to time dependent on the issue;

21.1.3 Winding up: Is wound up or dissolved.

21.2 Lessor May Remedy Lessee's Default: The Lessor may, without being under any obligation to do so, remedy any default or breach by the Lessee under this lease at the Lessee's cost and all monies expended by the Lessor by reason of the default shall be payable by the Lessee to the Lessor together with interest thereon at the default rate until payment thereon and shall be recoverable as rent in arrears.

22. ESSENTIAL TERMS

- 22.1 Essential Terms:** The Lessee's breach of the following terms is a breach of an essential term of this lease:
- 22.1.1 Clause 4.2.4 of this lease:** compliance with and observance of all the relevant laws, rules, regulations, bylaws and policies;
 - 22.1.2 Clause 8 of this lease:** The terms dealing with payment of Outgoings;
 - 22.1.3 Clause 9 of this lease:** The terms dealing with payment of Utility charges;
 - 22.1.4 Clause 11 of this lease:** the terms dealing with security of the Land and Buildings;
 - 22.1.5 Clause 14 of this lease:** the terms dealing with maintenance of the land the the Buildings;
 - 22.1.6 Clause 15 of the lease :** The terms restricting the use of the Land and Buildings.
- 22.2 Waiver:** The Lessor's acceptance of any arrears of 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.
- 22.3 Compensation by Lessee:** The Lessee must compensate the Lessor for any breach of an essential term of this lease. The Lessor may recover damages from the Lessee for those breaches. The Lessor's entitlement to compensation under this clause is in addition to any other remedy or entitlement of the Lessor (including the right to terminate this lease).
- 22.4 Compensation by Lessor:** The Lessor must compensate the Lessee for any breach of an essential term of this lease. The Lessee may recover damages from the Lessor for those breaches. The Lessee's entitlement to compensation under this clause is in addition to any other remedy or entitlement of the Lessee (including the right to terminate this lease).

23. COMPENSATION

- 23.1 Lessee's Acts or Omissions:** If any act or omission of the Lessee:
- 23.1.1 Repudiation** is a repudiation of this lease or of the Lessee's obligations under this lease; or
 - 23.1.2 Breach of Lease** is a breach of any of the Lessee's obligations under this lease;
- the Lessee must compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach during the whole of the Term.
- 23.2 Entitlement:** The Lessor's entitlement to recover damages will not be affected or limited by:
- 23.2.1 Abandonment:** The Lessee abandoning or vacating the Land;
 - 23.2.2 Re-entry or Termination:** The Lessor electing to re-enter or to terminate this lease;
 - 23.2.3 Acceptance of Repudiation:** The Lessor accepting the Lessee's repudiation; or
 - 23.2.4 Surrender:** The parties' conduct constituting a surrender by operation of law.

23.3 Mitigation of Damages: If the Lessee vacates the Land and Buildings, whether with or without the Lessor's consent, the Lessor must take reasonable steps to:

23.3.1 Mitigate Damages: Mitigate the Lessor's damages; and

23.3.2 Lease Land: Endeavour to lease the Land and Buildings at a reasonable rent and on reasonable terms.

The Lessor's entitlement to damages will be assessed on the basis that the Lessor should have observed the obligation to mitigate damages contained in this clause. The Lessor's conduct in pursuance of the duty to mitigate damages will not by itself constitute acceptance of the Lessee's breach or repudiation, or a surrender by operation of law.

24. NO WAIVER

The Lessor's waiver or failure to act in response to the Lessee's breach of any of the Lessee's obligations in this lease will not operate as a waiver of:

24.1 Waiver of Breach: The same breach on any later occasion; or

24.2 Waiver of Obligations: Any other obligations in this lease.

25. INDEMNITY

25.1 Lessor Indemnified: The Lessee indemnifies the Lessor against all actions, proceedings, calls, claims, demands, losses, damages, costs, expenses or liabilities of any kind suffered or incurred by the Lessor resulting from the Lessee's acts or omission.

25.2 Repair Costs: The Lessee must pay to the Lessor on demand the amount of all costs and expenses incurred by the Lessor in making good any damage to the Land and the Lessee's Improvements resulting from the Lessee's acts or omission.

25.3 Extent of Indemnity: The Lessee is liable to indemnify the Lessor only to the extent that the Lessor is not fully indemnified under any insurance policy unless the Lessor will suffer financial loss as a result.

26. RESOLUTION OF DISPUTES

26.1 Disputes: Any dispute, difference or question arising between the parties about:

26.1.1 Interpretation: The interpretation of this lease;

26.1.2 Matters Arising: Anything contained in or arising out of this lease;

26.1.3 Rights, Liabilities or Duties: The rights, liabilities or duties of the Lessor or Lessee; or

26.1.4 Other Matters: Any other matter touching on the relationship of the Lessor and the Lessee under this lease (including claims in tort as well as in contract);

must first be resolved by the parties negotiating with each other in good faith.

26.2 If such good-faith negotiation fails or is unsuccessful, the dispute must be referred to mediation or other dispute resolution process consistent with Tikanga Maori.

26.3 Mediator: The parties must try to agree on the mediator or other person who is familiar or skilled in Tikanga Maori dispute resolution. If the parties cannot agree on such person, the president for the time being of the New Zealand Law Society for the place where the Land is situated (or his or her nominee) will, on either party's application, nominate the mediator or other person who is familiar or skilled in Tikanga Maori dispute resolution.

26.4 Action at Law: The parties must first comply with clauses 26.1 and 26.2 before they can begin any action at law (other than an application for injunctive relief).

27. NOTICES

27.1 Service of Notices and Time of Service: Any notice or document required or authorised to be delivered or served under this lease may be delivered or served:

27.1.1 Property Law Act: in the manner authorised by sections 352-361 of the Property Law Act 2007.

27.2 Signature of Notices: Any notice or document to be delivered or served under this lease must be in writing and may be signed by:

27.2.1 Attorney, etc: Any attorney, officer, employee or solicitor for the party serving or giving the notice; or

27.2.2 Authorised Person: The party serving the notice, or any other person authorised by that party.

28. PROPERTY LAW ACT

The covenants and powers contained in section 218 and Schedule 3 of the Property Law Act 2007 apply to this lease unless they are inconsistent with this lease's express terms.

29. LEASE NOT REGISTRABLE

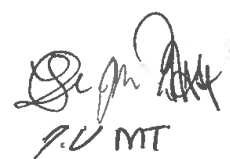
The Lessor does not warrant that this lease is in registrable form. The Lessee must not require registration of this lease against the title to the Land.

30. LESSOR'S CONSENT

Where the Lessor's consent is required under this lease then it is required for each occasion even if the Lessor has given consent for the same or a similar purpose on an earlier occasion.

31. CONTINUED OPERATION OF CLAUSES:

The provisions of clauses 20, 24, 25 and 26 shall operate and have effect notwithstanding that this lease may have expired or been terminated.


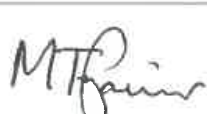


14

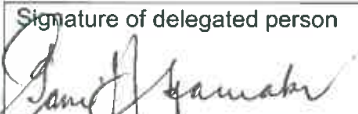
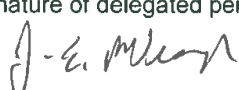
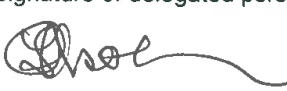
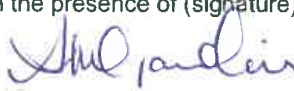
EXECUTED AS A DEED

Executed for and on behalf of the
FAR NORTH DISTRICT COUNCIL

by two elected representatives

	
Elected member signature John Vujcich Councillor – Kaikohe-Hokianga Ward	Elected member signature Moko Tepania Councillor – Kaikohe-Hokianga Ward

Executed for and on behalf of
TE PUNA o KUPENUKU

Signature of delegated person 	Pani Hauraki Chairperson Te Puna o Kupenuku
Signature of delegated person 	Janine McVeagh Secretary Te Puna o Kupenuku
Signature of delegated person 	Ipu Absolum Kaiarataki/Advocate Te Puna o Kupenuku
In the presence of (signature): 	Name and occupation Sandra M Gardiner : FNDC - Customer Services

15

SCHEDULE 1

Lessor:	Far North District Council
Lessor's Address	Private Bag 752, Kaikohe
Lessee:	TE PUNA o KUPENUKU (50021761)
Registered Offices	TE PUNA o KUPENUKU 48 De Thierry Street, Rawene, 0443, NZ
Lessee's Postal Address	C/- Janine McVeagh 48 De Thierry Street, Rawene, 0443, NZ
Land	Section 154, 155, 156, 159, 160, 161, 162, 163, 164, 165 and 166, Town of Rawene and outlined in blue on the plan annexed hereto (Appendix 1)
Buildings	See Schedule 2
Commencement Date	6 April 2021
Renewal Date	7 April 2026
Initial Term	Five (5) years
Renewal Term	Five (5) years after Renewal Date
Annual Rent	\$1 per annum plus GST (if requested)
Rent Payment Dates	On or before 1 February of each year
Rent Review Date(s)	On Renewal after Renewal Date
Permitted Use of Land	Education/mātauranga purposes
Public Liability Insurance	\$1,000,000.00

Handwritten signature and initials, likely representing the representatives of the Far North District Council and Te Puna o Kūpenuku.

A1274846 .Local Purpose (Educational Facilities) Reserve - Rawene - Lease to TE PUNA o KUPENUKU

SCHEDULE 2**Building Work**


Far North District Council as the Lessor has engaged engineers and construction professionals to complete a comprehensive understanding of the suitability of the site for continued community education/mātauranga and public use.

The reports identify structural issues in two parts of the administration building. These parts are not currently fit for occupation and/or Permitted Use

These parts of the building are included in this lease but are not to be occupied or used by the Lessee until such time as the Lessee has resolved the structural issues, at the Lessee's cost, to meet all the requirements of Clause 16 BUILDING WORK including a completed Code of Compliance.

Administration Building areas not to be occupied or used until they are made fit for purpose consistent with the Permitted Use:

- Adobe Brick Reception Area
- Administration Building – stair way and mezzanine floor



APPENDIX 1

LEASE OF LOCAL PURPOSE (EDUCATION FACILITIES) RESERVE, RAWENE TO TE PUNA O KUPENUKU.

Area of Lease



A1274846 Local Purpose (Educational Facilities) Reserve - Rawene - Lease to TE PUNA o KUPENUKU

[Handwritten signatures and initials]
9/6 MT

**LEASE OF LOCAL PURPOSE (EDUCATION FACILITIES) RESERVE, RAWENE
TO TE PUNA O KUPENUKU**

APPENDIX 3

SUPPORTING DOCUMENTS

- **Memorandum of Understanding**

Between Far North District Council and Te Puna o Kupenuku



Memorandum Of
Understanding - FN

- **Building and Engineering Reports**

Condition Assessment Report - Christiansen Building Services- Sept 19 - A2936784



Christiansen
Building Services Ltd

Condition Assessment Report - Haigh Workman Ltd - June 2020 - A2936781



Condition
Assessment Report -

Stormwater Assessment - Haigh Workman Ltd - June 2020 – A2936780



Stormwater
Assessment - Haigh

Thompson Survey Ltd - Topographical Map - Overview - Oct 2020 – A2986258



Thompson Survey -
Topo Map - Overvie

Thompson Survey Ltd - Topographical Map - Enlargement - Oct 2020 – A2986260

O



APPENDIX 2

**LEASE OF LOCAL PURPOSE (EDUCATION FACILITIES) RESERVE, RAWENE
TO TE PUNA O KUPENUKU**

Locality Plan and Parcel Descriptions



[Handwritten signatures and initials]
 SV MT

A1274846 Local Purpose (Educational Facilities) Reserve - Rawene - Lease to TE PUNA o KUPENUKU

Monday 13th March 2023

TPoK Building Visual Condition Assessment – Graham Norton FNDC acting Team Leader Facilities Operations.

Below is a basic report on observations made during a condition assessment of buildings on the TPoK Campus and some recommendations on remedial actions. Please note that the inspector involved has been involved in facilities maintenance and asset management for over 20 years but is not a formally qualified building inspector – the report is intended as a tool to assist in improving quality of building condition on the campus.



Fire suppression equipment appears to have been last checked in 2018 – this will be putting insurance at risk. There was no BWOFF paperwork evident, this needs to be investigated as I would presume this site should have a BWOFF given the nature of use – there was also a monitored fire system on site which would also indicate a BWOFF requirement.



Missing internal panelling needs correcting as this can increase rodent ingress and dampness issues.



Encroaching vegetation was a common issue across the campus, this needs to be cut back as it promotes dampness and rodent ingress.



In most areas the decking and steps were in poor condition – they need water blasting/staining to preserve the timber and reduce slip risks. Vegetation was also an issue here, minor but can present a slip/trip risk.



Roof areas require repainting, a lack of paint will cause the metal to deteriorate far faster and lead to some large costs to replace roofing if not addressed. If these corrode it could lead to additional internal water ingress and major structural issues.



Water ingress into the buildings was evident in several areas – here the roof and wall panels are showing water damage. If left uncorrected there is a real risk of significant structural damage.



Damaged/blocked guttering was evident on most buildings. This will be a significant contributor to water ingress into the buildings and needs to be rectified ASAP.



Similar to the gutters, in some areas there was damage or gaps in the roofing material which will most likely be causing water ingress to the building, at the least it is causing accelerated decay to roofing supports.



Down pipes/gutters were damaged in several areas. This can lead to erosion of footings and lead to subsidence if left uncorrected.



Additional roof/gutter issues – need correcting as these will lead to far bigger issues if left.



More areas where internal water damage was evident. This urgently needs to be resolved as severe building damage can result if left uncorrected.





Exterior timber areas of the buildings need replacing and/or repainting, especially the natural wooden panelling. The lacquer has almost fully degraded in some areas, leading to rot and water ingress. This is a key example of where proactive maintenance could have offset potentially thousands of dollars in remedial works.



Chemical Bunker – wall compromised which exposes TPoK to a H&S risk. If left uncorrected the structure is likely to degrade at an accelerated rate and potentially lead TPoK to a H&S correction notice if WorkSafe were to inspect the site.



The lower yard needs weed spraying – the growth will be breaking up the hard stand area. Again a small amount of proactive work could offset several thousand dollars in repairs here. The walkway down poses a H&S risk and needs to be sprayed to ensure the steps are easily visible.



The lower workshop is in poor condition – external panelling needs repainting and the interior leaks need investigating and correcting before more significant structural damage is caused.

8.3 KAIKOHE-HOKIANGA COMMUNITY BOARD ACTION SHEET UPDATE AUGUST 2023**File Number:** A4334734**Author:** Marlema Baker, Democracy Advisor**Authoriser:** Casey Gannon, Manager - Democracy Services**TAKE PŪRONGO / PURPOSE OF THE REPORT**

To provide the Kaikohe-Hokianga Community Board with an overview of outstanding actions from decisions dated from 1 January 2020.

WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY

- Action sheets are a mechanism to communicate progress against decisions/resolutions.
- Action sheets are also in place for all formal elected member meetings.
- There are no action items for the Kaikohe-Hokianga Community Board this month.

TŪTOHUNGA / RECOMMENDATION

That the Kaikohe-Hokianga Community Board receive the report Kaikohe-Hokianga Community Board Action Sheet August 2023.

TĀHUHU KŌRERO / BACKGROUND

Any resolution or decision from a meeting is compiled on an action sheet, to capture actions triggered by Board decisions. Staff provide updates on progress against tasks that are not yet completed.

MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND NEXT STEPS

Community Board coordinators assist in following up outstanding action points with staff where appropriate, and occasionally, may be in a position to provide a further verbal update at meetings following the printing of an agenda.

The outstanding tasks are often multi-facet projects that take longer to fully complete.

Where a decision differs to the recommendation of staff there may be unintended consequences or challenges that take longer for staff to work through.

PĀNGA PŪTEA ME NGĀ WĀHANGA TAHUA / FINANCIAL IMPLICATIONS AND BUDGETARY PROVISION

There are no financial implications or need for budgetary provision in receiving this report.

ĀPITI HANGA / ATTACHMENTS

1. **KHCB Action Sheet - August 2023 - A4343006** [↓](#) 

OUTSTANDING ACTIONS REPORT			
Division: Committee: Officer:		Printed: Tuesday, 15 August 2023 4:32:16 pm Date From: 1/01/2020 Date To: 15/08/2023	
Kaikohe-Hokianga Community Board			
Meeting	Title	Resolution	Notes
Kaikohe-Hokianga Community Board 2/08/2023	Initiation of public consultation for ground lease to Hokianga Bowling Club over 61 Clendon Esplanade, Rawene	<p>The amendment became the substantive motion.</p> <p>RESOLUTION 2023/53</p> <p>Moved: Member Mike Edmonds</p> <p>Seconded: Member Chicky Rudkin</p> <p>That the Kaikohe - Hokianga Community Board recommends to Council:</p> <p>a) that the public notice as required by the Reserves act 1977 is commenced on the granting of a new ground lease to Hokianga Bowling Club Incorporated, over approximately 2700.9m2 of land being Sections 153, 157 and 158 TN OF Rawene, located at 61 Clendon Esplanade, Rawene and vested in Far North District Council as recreation reserve.</p> <p>The terms of the proposed lease shall be:</p> <p>Term: 15 years (5+5+5) – allowed for under the Reserves Act 1977</p> <p>Rental: As per FNDC Fees and Charges Schedule for a Community lease.</p> <p>\$118 plus GST for 2023/24 and reviewed annually in conjunction with the FNDC fees and Charges Schedule.</p> <p>b) is appointed to hear any submissions received in response to the public notice and to make recommendations to Council.</p> <p>.CARRIED</p>	<p>15 Aug 2023 4:26pm Baker, Marlema</p> <p>This report has been escalated to Council 24 August 2023 meeting for resolution.</p>

9 KARAKIA WHAKAMUTUNGA / CLOSING PRAYER

10 TE KAPINGA HUI / MEETING CLOSE