



**Far North  
District Council**



**Te Kaunihera o Tai Tokerau ki te Raki**

# **AGENDA**

## **Te Hiku Community Board Meeting**

**Tuesday, 1 August 2023**

**Time:** 10:00 am

**Location:** Conference Room - Te Ahu  
Cnr State Highway 1 and Mathews Avenue  
Kaitaia

**Membership:**

Member Adele Gardner - Chairperson  
Member Darren Axe  
Member Sheryl Bainbridge  
Member John Stewart  
Member William (Bill) Subritzky  
Member Rachel Baucke  
Member Felicity Foy

**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. Specific to Te Hiku Community Board – the Kaitia Drainage Area Committee, Waiharara and Kaikino Drainage Area Committee and Motutangi Drainage Area Committee.
18. 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.
19. 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.
20. 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.
21. 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 I 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**  
**Te Hiku Community Board Meeting**  
**will be held in the Conference Room - Te Ahu, Cnr State Highway 1 and**  
**Mathews Avenue, Kaitia on:**  
**Tuesday 1 August 2023 at 10:00 am**

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**Te Paeroa Mahi / Order of Business**

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## **1 KARAKIA TIMATANGA / OPENING PRAYER**

## **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**

## **4 NGĀ TONO KŌRERO / DEPUTATION**

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

## **5 NGĀ KAIKŌRERO / SPEAKERS**

Kaitia Business Association – Andrea Panther

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

### **6.1 CONFIRMATION OF PREVIOUS MINUTES**

**File Number:** A4283122

**Author:** Rhonda-May Whiu, Democracy Advisor

**Authoriser:** Aisha Huriwai, Manager - Democracy Services

#### **TAKE PŪRONGO / PURPOSE OF THE REPORT**

The minutes are attached to allow Te Hiku Community Board to confirm that the minutes are a true and correct record of the previous meetings.

#### **TŪTOHUNGA / RECOMMENDATION**

**That Te Hiku Community Board confirms the minutes of the meeting held 6 June 2023, to be a true and correct record.**

#### **1) TĀHUHU KŌRERO / BACKGROUND**

Local Government Act 2002 Schedule 7 Section 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) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS**

The minutes of the meetings are attached.

The Te Hiku Community Board Standing Orders Section 27.3 states that no discussion may arise on the substance of the minutes at any succeeding meeting, except as to their correctness".

#### **Take Tūtohunga / Reason for the recommendation**

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

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

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

#### **ĀPITIHINGA / ATTACHMENTS**

- 1. 2023-07-04 Te Hiku Community Board Minutes - A4279964** [↓](#) 

## 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 <a href="#">Council's Significance and Engagement Policy</a>	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.	This report complies with the Local Government Act 2002 Schedule 7 Section 28.
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 meeting to confirm their minutes therefore the views of another meeting are not relevant.
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 on Māori in confirming minutes from a previous meeting. Any implications on Māori arising from matters included in meeting minutes 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 minutes to be confirmed as true and correct record, 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 arising from this report.
Chief Financial Officer review.	The Chief Financial Officer has not reviewed this report.

**MINUTES OF  
TE HIKU COMMUNITY BOARD MEETING  
HELD AT THE CONFERENCE ROOM  
TE AHU, CNR STATE HIGHWAY 1 AND MATHEWS AVENUE, KAITAIA  
ON TUESDAY, 4 JULY 2023 AT 10:01 AM**

**PRESENT:** Chairperson Adele Gardner, Member Darren Axe, Member Sheryl Bainbridge, Member John Stewart, Member William (Bill) Subritzky, Member Rachel Baucke, Member Felicity Foy

**IN ATTENDANCE:** Councillor Hilda Halkyard-Harawira (till 11.33 am)

**STAFF PRESENT:** Kim Hammond - Community Board Co-ordinator, Shayne Storey – Community Development Advisor, Kathryn Trewin - Funding Advisor, Rhonda-May Whiu – Democracy Advisor

**1 KARAKIA TIMATANGA / OPENING PRAYER**

Chairperson Adele Gardner commenced the meeting and Member Rachel Baucke opened with a karakia.

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

Deputy Chairperson John Stewart declared a conflict of interest for agenda item 7.3e Funding Applications.

**3 TE WĀHANGA TŪMATANUI / PUBLIC FORUM**

Jen Gay from Arts Far North regarding the mosaic tiles in Kaitaia township - Tabled item A4283108.

**4 NGĀ KAIKŌRERO / SPEAKERS**

Sam Stewart representing Coast to Coast Cat Rescue (virtually) regarding agenda item 7.3a Funding Applications.

Graeme McMillan representing Rangiputa Residents and Ratepayers regarding agenda item 7.3d Funding Applications.

Tui Quauquau representing Te Runanga o Te Rarawa regarding agenda item 7.3e Funding Applications.

**5 TE WHAKAAETANGA O NGĀ MENETI O MUA / CONFIRMATION OF PREVIOUS MINUTES**

**6.1 CONFIRMATION OF PREVIOUS MINUTES**

Agenda item 6.1 document number A4261661, pages 8 - 14 refers.

**RESOLUTION 2023/47**

Moved: Member Darren Axe

Seconded: Member William (Bill) Subritzky

**That Te Hiku Community Board confirms the minutes of the meeting held 6 June 2023 as a true and correct record.**

**CARRIED**



**6 NGĀ TONO KŌRERO / DEPUTATIONS**

Ian Palmer regarding the Rangitoto Reserve in Mangonui

**7 NGĀ PŪRONGO TAIPITOPITO / INFORMATION REPORTS****7.1 RANGITOTO RESERVE, MANGONUI**

Agenda item 8.1 document number A3767980, pages 80 - 82 refers.

**RESOLUTION 2023/48**

Moved: Member Adele Gardner

Seconded: Member John Stewart

**That the Te Hiku Community Board recommend to Council that the classification process for Rangitoto Reserve (Allot 71 PSH of Mangonui East) as a historic reserve be initiated.**

**CARRIED**

The meeting was adjourned from 11.08 am to 11.30 am.

**8 NGĀ PŪRONGO / REPORTS****8.1 TE HIKU STATEMENT OF COMMUNITY BOARD FUND ACCOUNT AS AT 31 MAY 2023**

Agenda item 7.1 document number A4261936, pages 15 - 21 refers.

**RESOLUTION 2023/49**

Moved: Member Adele Gardner

Seconded: Member William (Bill) Subritzky

**That the Te Hiku Community Board receive the report Te Hiku Statement of Community Board Fund Account as at 31 May 2023.**

**CARRIED**

**8.2 PROJECT FUNDING REPORTS**

Agenda item 7.2 document number A4258522, pages 22 - 31 refers.

**RESOLUTION 2023/50**

Moved: Member John Stewart

Seconded: Member Darren Axe

**That Te Hiku Community Board note the project reports received from:**

- a. Bay of Islands Animal Rescue**
- b. Doubtless Bay Professional Business Women**
- c. Kaingaroa Hall**

**CARRIED**

**8.3 FUNDING APPLICATIONS**

Agenda item 7.3 document number A4258526, pages 33 - 79 refers.

**RESOLUTION 2023/51**

Moved: Member Sheryl Bainbridge  
Seconded: Member Darren Axe

**That Te Hiku Community Board**

- a) approves the sum \$10,000 (plus GST if application) to be paid from the Board's Community Fund account to Coast to Coast Cat Rescue for volunteer support and animal care in the Te Hiku ward area, to support the following Community Outcomes:
- i) Proud, vibrant communities.
  - ii) Communities that are healthy, safe, connected and sustainable.
- And provide an interim report in 6 months regarding funding spent in the area.

**CARRIED**

**RESOLUTION 2023/52**

Moved: Member John Stewart  
Seconded: Member Adele Gardner

**That Te Hiku Community Board**

- b) approves the sum \$3,000 (plus GST if application) to be paid from the Board's Community Fund account to Far North Torpedo Fishing Competition for equipment hire, to support the following Community Outcomes:
- i) Proud, vibrant communities.
  - ii) Communities that are healthy, safe, connected and sustainable.

**CARRIED**

**RESOLUTION 2023/53**

Moved: Member Rachel Baucke  
Seconded: Member Darren Axe

**That Te Hiku Community Board**

- c) approves the sum \$2,165 (plus GST if application) to be paid from the Board's Community Fund account to Peria School for equipment hire to support their 150<sup>th</sup> anniversary, to support the following Community Outcomes:
- i) Proud, vibrant communities.
  - ii) Communities that are healthy, safe, connected and sustainable.

**CARRIED**

**RESOLUTION 2023/54**

Moved: Member William (Bill) Subritzky  
Seconded: Member Sheryl Bainbridge

**That Te Hiku Community Board**

- d) agrees that the application for funding - Rangiputa Residents and Ratepayers Association for repairs to the seawall at Rangiputa report be **left to lie** on the table.

**CARRIED**

**MOTION**

Moved: Member Sheryl Bainbridge  
Seconded: Member Darren Axe

That Te Hiku Community Board

- e) approves the sum \$3,000 (plus GST if application) to be paid from the Board's Placemaking Fund account to Te Runanga o Te Rarawa for holding a three-day conference on the future management of Te Oneroa a Tōhe to support the following Community Outcomes:
  - i) Proud, vibrant communities.
  - ii) Communities that are healthy, safe, connected and sustainable.

#### **AMENDMENT**

Moved: Member Felicity Foy

Seconded: Member Rachel Baucke

That Te Hiku Community Board

- e) approves the sum \$5,000 (plus GST if application) to be paid from the Board's Placemaking Fund account to Te Runanga o Te Rarawa for holding a three-day conference on the future management of Te Oneroa a Tōhe with the provision that the outcomes of the event and any the actions to address these outcomes along with a copy of the event report is provided. Funding is to support the following Community Outcomes:
  - i) Proud, vibrant communities.
  - ii) Communities that are healthy, safe, connected and sustainable.

**CARRIED**

The amendment became the substantive motion.

#### **RESOLUTION 2023/55**

Moved: Member Felicity Foy

Seconded: Member Rachel Baucke

That Te Hiku Community Board

- e) approves the sum \$5,000 (plus GST if application) to be paid from the Board's Placemaking Fund account to Te Runanga o Te Rarawa for holding a three-day conference on the future management of Te Oneroa a Tōhe with the provision that the outcomes of the event and any the actions to address these outcomes along with a copy of the event report is provided. Funding is to support the following Community Outcomes:
  - i) Proud, vibrant communities.
  - ii) Communities that are healthy, safe, connected and sustainable.

Abstained: John Stewart

**CARRIED**

## **7 NGĀ PŪRONGO TAIPITOPITO / INFORMATION REPORTS CONTINUED**

### **7.2 CHAIRPERSON AND MEMBERS REPORTS**

Agenda item 8.2 document number A4261665, pages 83 - 91 refers.

#### **RESOLUTION 2023/56**

Moved: Member Adele Gardner

Seconded: Member Rachel Baucke

**That Te Hiku Community Board note the June 2023 reports from Chairperson Adele Gardner, Members Darren Axe, Rachel Baucke, John Stewart, and Bill Subritzky.**

**CARRIED**

Note: Member Sheryl Bainbridge and Member Felicity Foy provided verbal members reports.

**7.3 TE HIKU COMMUNITY BOARD ACTION SHEET UPDATE JULY 2023**

Agenda item 8.3 document number A4261673, pages 93 - 98 refers.

**RESOLUTION 2023/57**

Moved: Member Adele Gardner

Seconded: Member Sheryl Bainbridge

**That Te Hiku Community Board receive the report Te Hiku Community Board Action Sheet July 2023.**

**CARRIED**

The meeting was adjourned from 12.33 pm to 12.46 pm.

**9 TE KAPINGA HUI / MEETING CLOSE**

**Member Rachel Baucke closed the meeting with a karakia**

**The meeting closed at 12.46 pm.**

**The minutes of this meeting will be confirmed at the Te Hiku Community Board Meeting held on 1 August 2023.**

.....  
**CHAIRPERSON**

## 7 NGĀ PŪRONGO / REPORTS

### 7.1 LEASE EXTENSION REQUEST AUPOURI NGATI TE RARAWA (ANT) TRUST

**File Number:** A4249149

**Author:** Michelle Rockell, Team Leader - Property Management

**Authoriser:** Kevin Johnson, Group Manager - Delivery and Operations

#### TAKE PŪRONGO / PURPOSE OF THE REPORT

To seek recommendation from the Te Hiku Community Board on the renewal and granting of a new lease to Aupōuri Ngāti Kahu – Te Rarawa (ANT) over Tangonge Domain, Kaitaia.

#### WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY

- Current Lessee: Aupouri Ngati Kahu-Te Rarawa Trust Inc (ANT Trust), being the umbrella organisation for Open the Curtains (OTC).
- Current Lease Term: 5 years, 1 September 2018 – 31 August 2023.
- Renewal: A further period of 5 years, 1 September 2023 – 31 August 2028 - Provided lease obligations have been met, there is sufficient community need for the specified activity and it is in the public's interest.
- Schedule 2 of the lease, the OTC Operational Management Plan, is the guiding document for the community lead project for better utilisation of the Reserve.
- ANT wish to apply for third party funding and have requested a 30 year lease extension with final expiry on 31 August 2058.  
Reserves Act Schedule 1: allows for a term 'not exceeding 33 years' and requires public notice. Information report to the Te Hiku Community Board - June 2022, was amended to include a recommendation to Council to initiate the process of a new long-term lease. The process to initiate a new long term lease was commenced in January 2023 when FNDC staff requested background information from the Trust. This information was received in June 2023.

#### TŪTOHUNGA / RECOMMENDATION

**That the Te Hiku Community Board recommends to Council:**

- a) **Approve the renewal of a further 5 year term, expiring on 31 August 2028, as allowed for in the current lease to Aupōuri Ngāti Kahu – Te Rarawa Trust over Tangonge Domain, being Recreation Reserve DP 108 Title NA530/132, located at 63 Bonnet Road, Kaitaia.**

**The terms being:**

- **Term: 5 years**
- **\$118 plus GST per year in conjunction with the Fees & Charges Policy for 2023/24 and reviewed annually.**

- b) **Decline Aupōuri Ngāti Kahu – Te Rarawa Trust's request to extend the lease for a further 30 years.**

#### 1) TĀHUHU KŌRERO / BACKGROUND

ANT Trust is a not-for profit organisation who were granted a lease over Tangonge Domain, Kaitaia, in September 2018. This lease allowed OTC, a community group operating under ANT Trust, to redevelop and transform the Domain into a safe and pleasant space for whanāu in Kaitaia West to gather, play and socialize. The site was being used to dump landfill and refuse, graze cows and a dog walking space.

At the time of granting the lease, OTC presented an Operational Management Plan (attached to lease, see attachment schedule below) which outlines how the development and maintenance of the Domain for the lifespan of the lease. This includes a Mara kai garden, fruit tree orchard, basketball court, children's playground, walking track and exercise stations. To date, these above developments have not been carried out.

Projects completed to date include:

- Development of the 2019 Tangonge Domain Concept Plan.
- 2020 Condition Report & Feasibility Study (funding obtained prior to the lease)
- 2021 Community Consultation which advised that ANT Trust also consider other ideas for the Domain.
- 2022 land development: clearing of outer drains and foundation work, grading and contouring of fields and areas for exercise track and parking area, and grassing of playing fields.
- 2023 building refurbishment: power supply reconnected, new lighting, water supply reconnected, storm water drainage cleaned and fully functional toilets.
- Community events to date:
  - Kiwi Tag: October to November 2022 and June 2023.
  - Christmas in the Paddock: December 2022
  - Touch Under 16s mixed: Feb 2023

Developments to date have cost over \$80,000.00, with full development expecting to cost approximately \$800,000.00. All proposed plans will depend on funding availability and be developed around specific project areas.

ANT Trust believe that a 30-year lease will provide funders the security they require to fund major programme works.

ANT Trust have not made any funding applications to FNDC since the commencement of the lease.

In June 2022, an information report was presented to the Te Hiku Community Board to give the Board an understanding of the current situation. It included the following recommendation:

**TŪTOHUNGA / RECOMMENDATION**

**That the Te Hiku Community Board receive the report Tangonge Recreation Reserve - Status of Existing Lease.**

This recommendation was changed by the Community Board to the following:

**8.2 TANGONGE RECREATION RESERVE - STATUS OF EXISTING LEASE**

Agenda item 8.2 document number A3625814, pages 271 - 272 refers

**RESOLUTION 2022/59**

Moved: Chairperson Adele Gardner

Seconded: Member Jaqi Brown

**That the Te Hiku Community Board;**

- a) **receive the report Tangonge Recreation Reserve - Status of Existing Lease,**
- b) **recommends to Council that the process for a new long-term lease commence now, and**
- c) **that the existing lease remain in place until the new long-term lease is executed.**

**CARRIED**

The above recommendation did not progress to Council as it was simply an Information Report.

## 2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS

As per the lease, the renewal for one further period of 5 years is “...contingent on the Lessor being satisfied that the terms and conditions of the lease have been complied with, that there is sufficient need for the recreational activity specified in the lease, and further that it is in the public interest to renew the lease and not in the public interest that some other sport, game or recreation activity be given priority. It is not an automatic right of renewal.”

Given the little progress that has been made to meet the aspirations of the Operational Management Plan (attached to current lease, see attachment schedule below), FNDC staff do not support nor deem appropriate a new 30 (15+15) year lease at this time.

Should a further 5-year term renewal be given, FNDC staff will meet with ANT Trust regularly to assess progress and development of the Domain.

The requested 30-year lease is outside of the existing lease agreement; therefore a new lease along with public consultation would be required. Public consultation provides the opportunity for other community groups to present alternative uses for the reserve.

As per the FNDC Parks and Reserves Policy 2022, Council can grant exclusive leases to part or all a reserve for a maximum term of 15 years with a further right of renewal for 15 years if it deems such terms to be appropriate.

### Option 1 (recommended):

**That the Te Hiku Community Board recommends to Council:**

**Approve the renewal of a further 5 year term, expiring on 31 August 2028, as allowed for in the current lease to Aupōuri Ngāti Kahu – Te Rarawa Trust over Tangonge Domain, being Recreation Reserve DP 108 Title NA530/132, located at 63 Bonnet Road, Kaitaia.**

**The terms being:**

- **\$118 plus GST per year in conjunction with the Fees & Charges Policy for 2023/24 and reviewed annually**
- **Term: 5 years**

**Decline Aupōuri Ngāti Kahu – Te Rarawa Trust request to extend the lease.**

This allows ANT Trust to make some progress with the development of the Domain as set out in the Operational Management Plan. It will also provide the Community Board and Council with the satisfaction that the terms and conditions of the lease are being complied with.

### Option 2:

**That the Te Hiku Community Board:**

a) recommends to Council that the public consultation process is commenced on the granting of a new ground 30 (15+15) year lease to Aupōuri Ngāti Kahu – Te Rarawa Trust over Tangonge Domain, being Recreation Reserve DP 108 Title NA530/132, located at 63 Bonnet Road, Kaitaia.

The terms of the proposed lease shall be:

Term: 30 Years (15+15)

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

□ \$118 plus GST for 2022/23 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.

### Option 3:

Decline the request to renew the term and terminate the current lease to Aupōuri Ngāti Kahu – Te Rarawa Trust due to insufficient progress having been made in the past 5 years..

### **TAKE TŪTOHUNGA / REASON FOR THE RECOMMENDATION**





Though 5 years does not provide funders with long term guarantee, it does give ANT Trust enough time to carry out fundraising events to fund the smaller projects that were initially proposed in the Trusts Operational Management Plan. This, coupled with regular check ins by FNDC staff to support the Trust with their developments, can determine if a new 30 year lease to ANT Trust is beneficial to the community.

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

Renewing the lease does not create any financial implications for Council. ANT Trust is responsible for all maintenance of the grounds and building.

The issuing of a new 30-year (15+15) lease would require publication costs in association with public notice and all costs would be incurred by Council.

### **ĀPITIHINGA / ATTACHMENTS**

1. 2019 Concept Plans - A4306547 [↓](#) 
2. 2020 Condition Report and Feasibility Study - A4249909 [↓](#) 
3. 2023 ANT lease extension TANGONGE 090623 - A4249911 [↓](#) 
4. Aupouri Ngati Kahu - Te Rarawa Trust lease signed and dated 1 Sept 2018 - 31 Aug 2028 - A4306539 [↓](#) 



## 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 <a href="#">Council's Significance and Engagement Policy</a>	Medium- we are requesting the Community Boards feedback and recommendation.
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the LTP) that relate to this decision.	FNDC Parks and Reserves Policy 2022: The Policy supports a long-term lease being offered to community orientated groups wanting a permanent base, requiring significant financial investment.
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.	Delegation to the relevant Community Board 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
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.	ANT Trust represents the iwi of Aupōuri, Ngāti Kahu and Te Rarawa. Their requests presented to FNDC have been considered in the recommendation.  Public consultation occurred at the time of granting the lease.  Far North District Council recognises the significant role of tangata whenua as set out in the Working with Māori chapter in the Long Term Plan 2021-2031. It will be important to notify iwi/hapū in the Kaitaia locality of the lease proposal should public consultation occur.
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 is a renewal of an existing lease and the community were consulted at the time of granting of the lease.
State the financial implications and where budgetary provisions have been made to support this decision.	All upgrade and maintenance costs fall to the lessee.  The FNDC Fees and Charges Policy sets out the rental for leases over reserve land.

	Public consultation will require publications costs with FNDC will incur.
Chief Financial Officer review.	The CFO has reviewed this report.

CLIENT CONCEPT SET

## TANGONGE DOMAIN BUILDING ADDITION CLIENT CONCEPT SET

### SHEET LIST & INDEX

SHEET NAME	SHEET NO.
------------	-----------

COVER SHEET & INDEX	01
PRESENTATION	02
SITE PLAN (OVERALL)	03
SITE PLAN	04
FLOOR PLAN	05
ELEVATIONS	06

**BONNETTS ROAD,  
KAITAIA, 0410**



#### Arcline Architecture Ltd

49 Matthews Ave	(Ph):	(09) 408 2233
Kaitiaia	(Fax):	(09) 408 2358
New Zealand	(Mobile):	021 220 1198
	(Email):	alan@arcline.co.nz



PERSPECTIVE 01



PERSPECTIVE 02



PERSPECTIVE 03

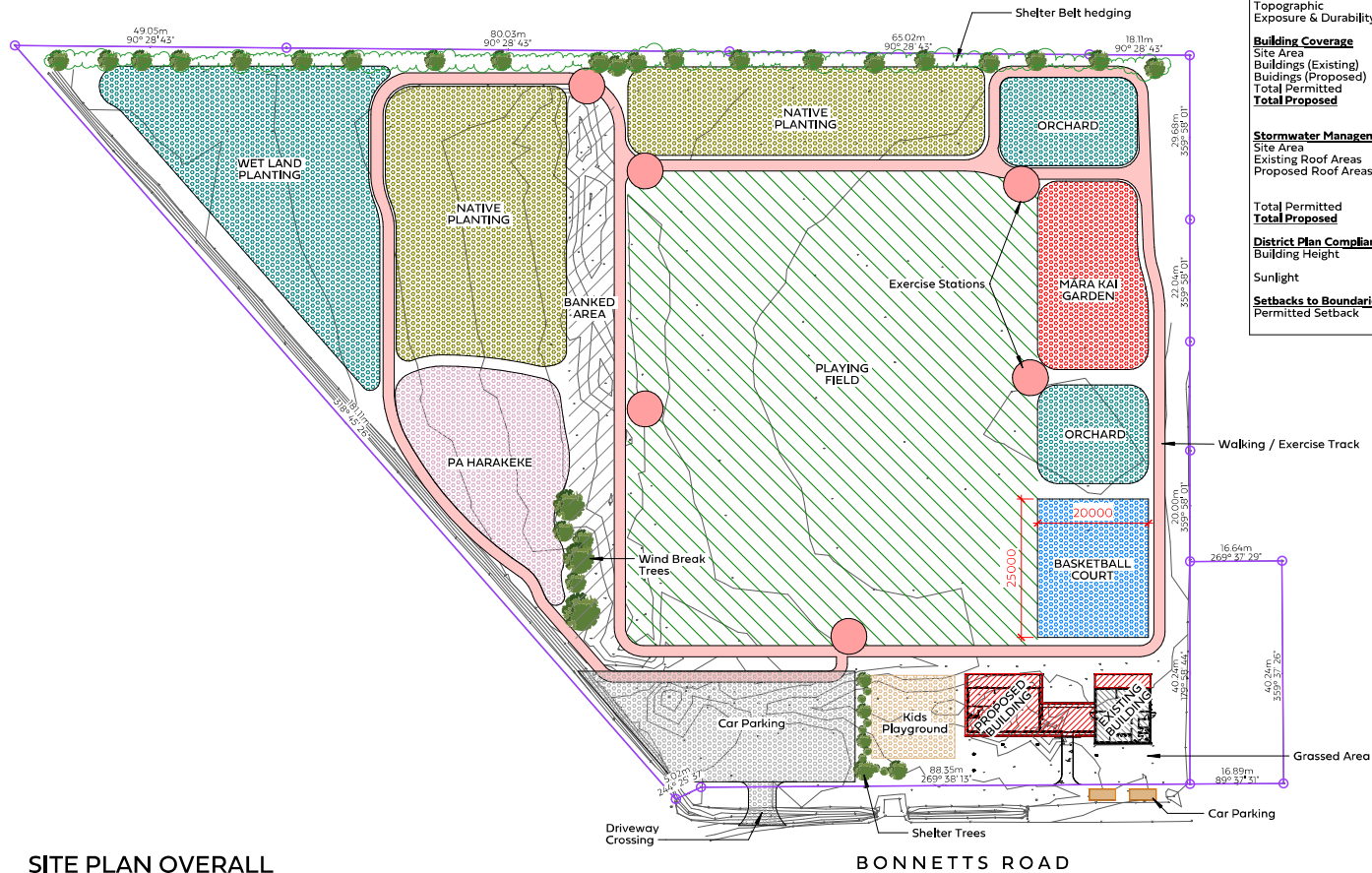
CLIENT CONCEPT SET

 <b>Arcline</b> Architecture	Arcline Architecture Ltd
	49 Maitland Ave, Taitoko, New Zealand
	(Ph): 09 4785 2277
	(Fax): 09 4785 2208
	(Mobile): 02 220 1830
	(Email): ala.blundell@arcline.co.nz

PRESENTATION

TANGONGE DOMAIN  
BONNETTS ROAD, KAITAJA, 0410

Rev No.	Revision	Date	Scale:	Sheet No.
			Drawn By Anthony	02
			Issued: 5/11/2019 8:10:55 AM	



<u><b>SITE PLAN NOTES:</b></u>			
<u><b>Site Description</b></u>			
Legal Description	Pt OLC 7		
Zoning	Recreational		
Wind Zone	Very High		
Earthquake Zone	1		
Topographic	No Slope		
Exposure & Durability Zone	C		
<u><b>Building Coverage</b></u>			
Site Area	20343m <sup>2</sup>		
Buildings (Existing)	100m <sup>2</sup>		
Buildings (Proposed)	104m <sup>2</sup>		
Total Permitted	8%		
<u><b>Total Proposed</b></u>	<u><b>204m<sup>2</sup></b></u> <u><b>1.01%</b></u>		
<u><b>Stormwater Management</b></u>			
Site Area	20343m <sup>2</sup>		
Existing Roof Areas	102m <sup>2</sup>		
Proposed Roof Areas	240m <sup>2</sup>		
Total Permitted	10%		
<u><b>Total Proposed</b></u>	<u><b>--m<sup>2</sup></b></u> <u><b>--%</b></u>		
<u><b>District Plan Compliance</b></u>			
Building Height	(Permitted)	8m max	
	(Proposed)	Complies	
Sunlight		Complies	
<u><b>Setbacks to Boundaries:</b></u>			
Permitted Setback	3m min from road boundaries, 2m from other boundaries		

## SITE PLAN OVERALL

1:750

CLIENT CONCEPT SET



Arcline Architecture Ltd  
419 Matthews Ave, Taitoko,  
New Zealand  
(Ph): 09 4705 2277  
(Fax): 09 4705 2209  
(Mobile): 02 230 1836  
(Email): info@arcline.co.nz

SITE PLAN (OVERALL)

TANGONGE DOMAIN

BONNETTS ROAD, KAITAJA, 0410

Rev  
No.  
1

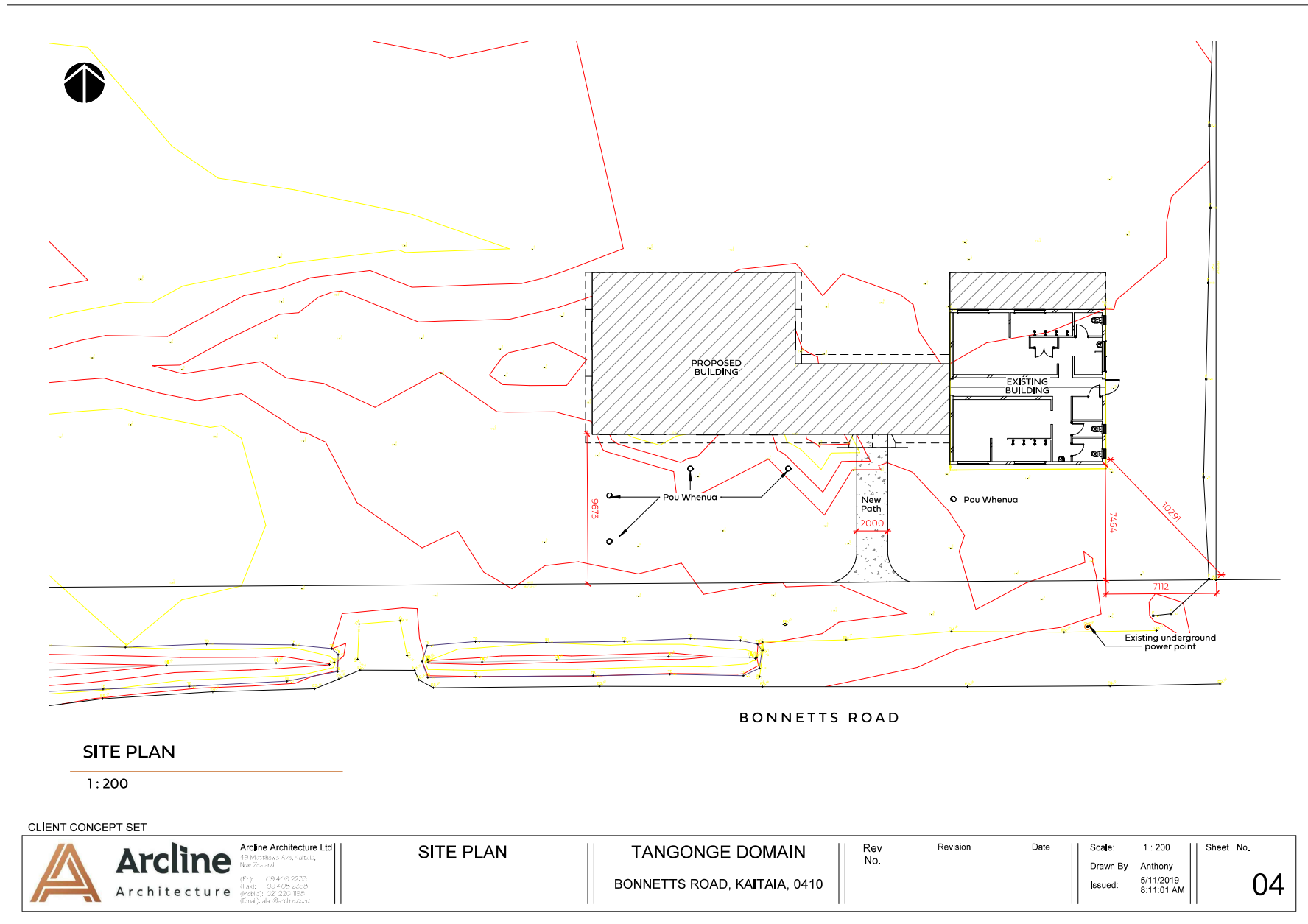
Revision  
Revision 1

Date  
Date 1

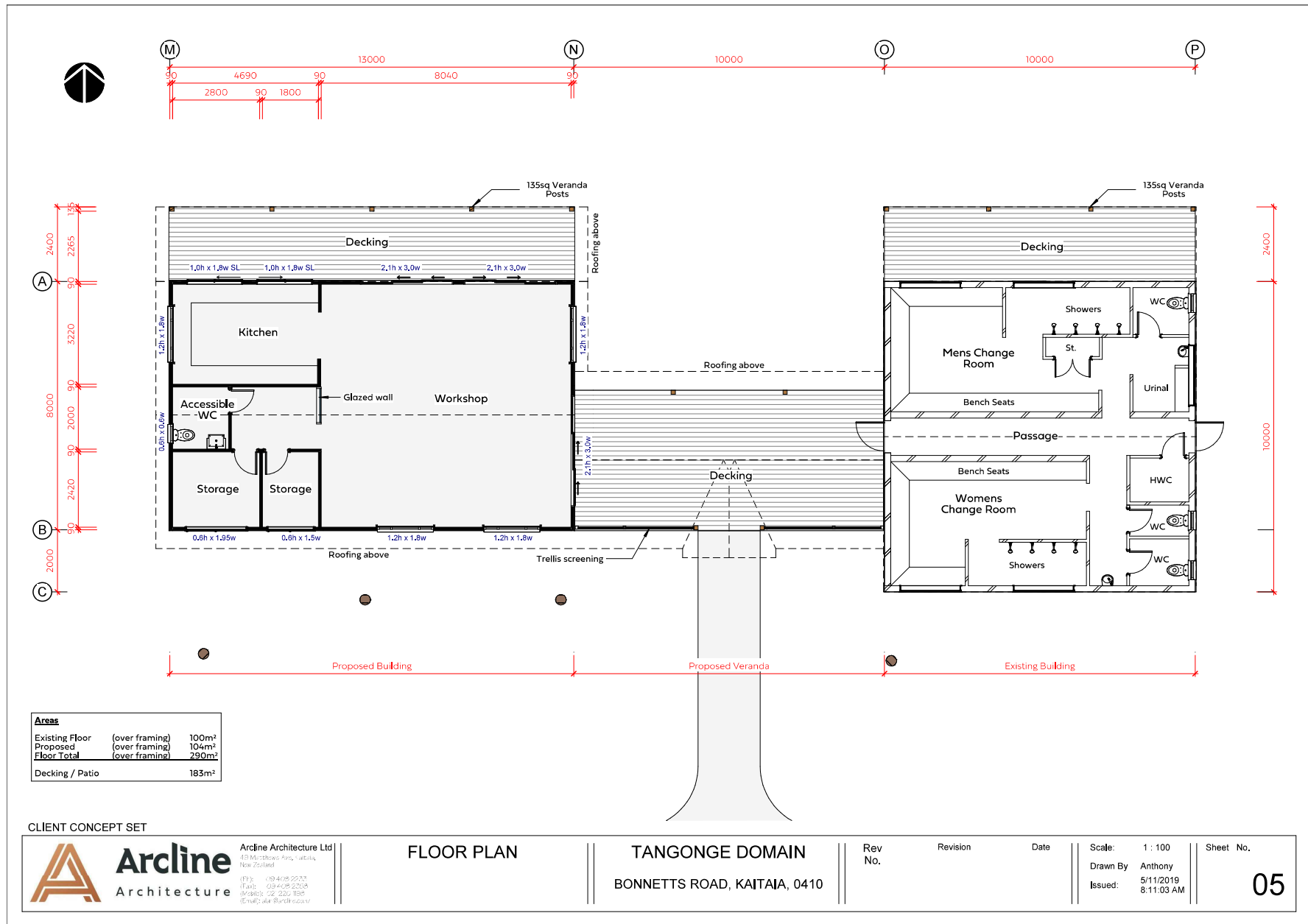
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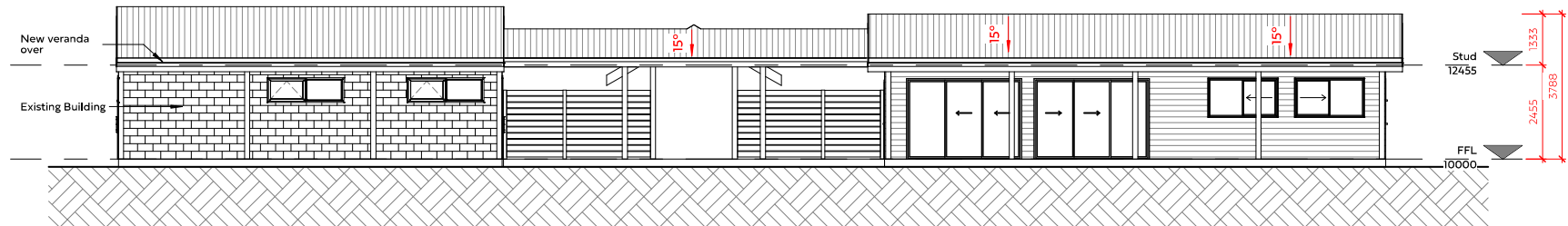
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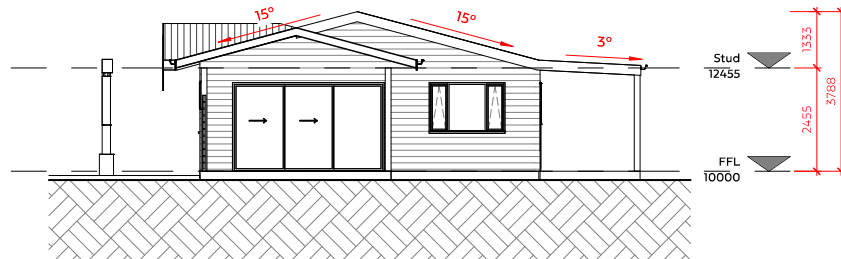
CLIENT CONCEPT SET		SITE PLAN		TANGONGE DOMAIN		Rev No.	Revision	Date	Scale: 1 : 200	Sheet No.
	<b>Arcline</b> Architecture <small>Arcline Architecture Ltd 49 Matthews Ave, Taitoko New Zealand            (Ph): 09 478 2277            (Fax): 09 478 2208            (Mobile): 02 230 1834            (Email): ala@arcline.co.nz</small>			BONNETTS ROAD, KAITAJA, 0410					Drawn By: Anthony	04
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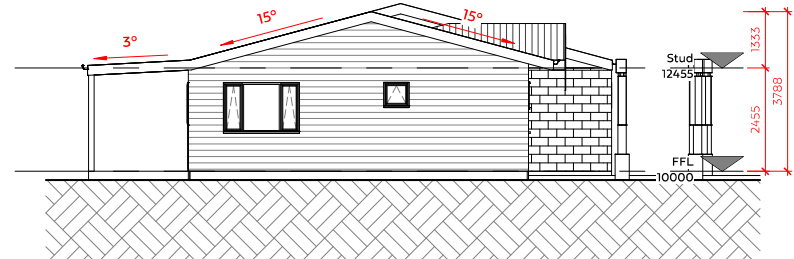
**NORTH ELEVATION**

1:100



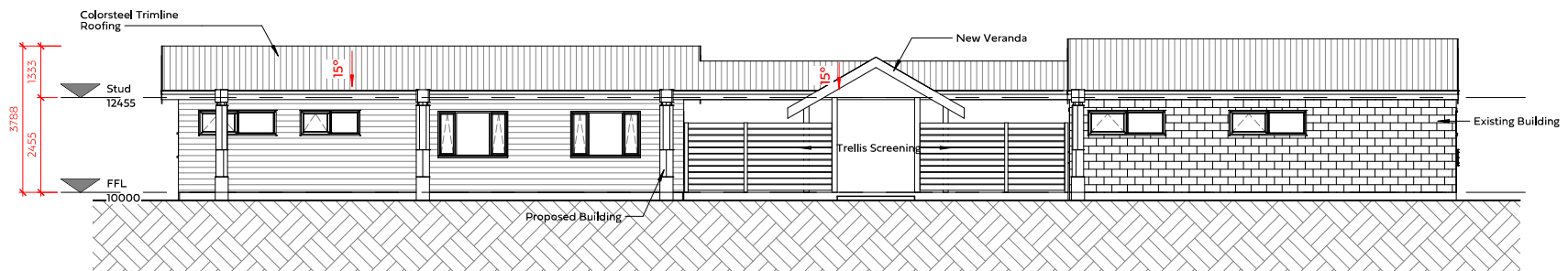
**EAST ELEVATION**

1:100



**WEST ELEVATION**

1:100



**SOUTH ELEVATION**

1:100

CLIENT CONCEPT SET



**ELEVATIONS**

**TANGONGE DOMAIN**  
BONNETTS ROAD, KAITAJA, 0410

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**06**



# Redevelopment of Tangonge Park, Kaitaia

## Condition Report and Feasibility Study

January 2020



Prepared by Paul White  
B. Arch (Auck); M.BS (Massey)  
Torea Tai Consultants Ltd  
PO Box 72, Rawene, 0443, Hokianga

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- Appendix one: Charities registration
- Appendix two: Trust deed
- o Appendix three: Historical map of Kaitaia township

## EXECUTIVE SUMMARY

1. This condition report and feasibility study has been undertaken to scope out the redevelopment of Tangonge Park on Bonnetts Rd in West Kaitaia. The underused park has been leased to the ANT Trust, from the Far North District Council.
2. The report includes a background section, which covers the operation of the Open the Curtains programme, a history of the park, and a condition report which focuses on the state of the park and the existing building. The report then outlines the vision and concept for the redevelopment of the park.
3. The ANT Trust through its Open the Curtains programme have engaged with the Kaitaia West community focused on the wellbeing of whanau in area.
4. Through several years of involvement with the local community a number of community needs have been identified including the lack of green space and places for people, especially young people to go and play.
5. The proposal outlines the major elements of the park redevelopment including a community learning and sports hub, children's sports field and basketball practice court, an exercise track, children's play areas, the installation of pou whenua and a major planting programme. The planting programme would include an orchard, a maarakai (community garden), native tree and shrub plantings, shelter planting, and a pa harakeke.
6. A project of this nature will take some years to achieve and will rely on a range of funders and the wider community for support. It will also rely on having a master plan in place, good leadership, strong project management and continuing alignment with community needs and aspirations.
7. The next step for the Trust is to consider the development plan and continue to engage with the community. It will need to explore a variety of funding opportunities that can contribute to the completion of the master plan. Some parts of the plan are relatively modest, and it is likely that a start can be made on the redevelopment quite quickly. Other funding opportunities will take time to materialise.
8. It will be important to consolidate the overarching framework for the park first including contouring the sports field and the embankment areas and laying down the walking/running track. Once these are in place the different parts of the plan can be developed either separately or as a whole.
9. This report should provide a good basis for developing a funding plan and attracting funding to start on this exciting redevelopment project.
10. The report proposes a range of next steps which include:
  - Review of feasibility study
  - Planning workshop
  - Identification of priority projects
  - Identification of strategic relationships
  - Priority funding applications
  - Assign project leadership and management
  - Engage with community
  - Engage with key stakeholders

## PURPOSE

This feasibility study and development plan has been undertaken to scope out the redevelopment of Tangonge Park (Domain), on Bonnetts Rd in West Kaitaia. The 2 ha (5 acre) park has been leased to the Aupouri, Ngāti Kahu, Te Rarawa Trust (ANT Trust), from the Far North District Council (FNDC) as part of its Open the Curtains Programme focused on the wellbeing of whanau in area.

The study is to provide context for the ongoing development and improvement of the park. Tangonge Park is situated on the edge of Kaitaia West, an area on the western fringe of Kaitaia township. It is approximately 2km from the centre of the town and 3km from the main supermarket and the growing shopping area on the north side of town.

The plan includes the following sections:

- Background, which covers the history of the park, and the need for the redevelopment of the park.
- Condition report which focuses on the state of the park and the existing building.
- Development proposal and master plan
- Project planning, which looks at project management and timeframes.
- Appendices, which includes some key background information.

## BACKGROUND

### ANT Trust

The Aupouri Ngāti Kahu Te Rarawa Trust is a charitable trust which operates under the name, ANT Trust. It is registered with the Charities Commission, CC52709. The Trust was initially formed in the 1980s and was reinstated in 2016. It is subject to a trust deed/constitution which outlines its purpose, powers and responsibilities.

The purpose of the trust is to provide a range of educational, training and employment opportunities and other social services to assist with the relief of poverty and hardship, the enhancement of well-being, and the building of strong families and positive communities throughout the Far North and other high needs communities in Aotearoa.

### Trustees

The following people are the registered trustees:

- Pene Tawhara (Chairperson)
- Te Rana Porter (Treasurer)
- Manuera Riwai (Secretary)
- Hilda Halkyard-Harawira
- Allison Edmonds

### What is Open the Curtains?

Open the Curtains is a social development programme which has been operating in Kaitaia West for the past few years. ANT Trust operates as a level 2 accredited Social Service

provider. The programme slogan is “Helping to bring a little sunshine into people’s lives.” It is an innovative grassroots approach to social services based on engaging with whanau face-to-face. Driven by values of manaakitanga, whanaungatanga and aroha, it is an early intervention programme where they work with families to enrich people’s lives, build a sense of community and head off problems.

Kaitaia West is one of the poorest parts of Kaitaia, with a very high Maori and youth population. There are also high levels of benefit dependency and unemployment. The programme started with visiting every home in the area and bringing a koha basket as a way of engaging with people. In 2017-18 over 400 homes were visited in the area from Pukepoto Rd, Grigg St, to Bonnetts Rd, and Lake Rd including Jamieson St, Williams St, St, Masters Rd, Archibald St and Foley St.

Where people need help, the programme aims to link them to relevant and responsive services, including health, housing, education, medical, legal, spiritual and financial services. The programme has been very successful. It revealed high levels of community disengagement and need. From the home visits have come a range of practical outcomes including:

- Street clean up days.
- Focus on removing rubbish and green waste
- Community social events
- Christmas functions
- Referrals and support for whanau
- Fundraising nights



Street clean up days

#### **Identification of needs in West Kaitaia**

The OTC programme has stimulated many conversations and identified a range of community needs. These have included:

- The need for better services to the area
- The lack of investment in the area and its infrastructure



- The need for better relationships with service providers
- Problems with speeding vehicles and the higher numbers of young children
- Request for speed bumps and slow down signs in Bonnetts Rd
- The lack of green space and places for people, especially young people to go and play



**Social events**



**Fundraising nights**

### **Opportunity to redevelop Tangonge Park**

Tangonge Domain Recreation Reserve or Tangonge Park as it is known sits in the heart of the West Kaitaia community. It has been unused except for casual grazing since the soccer club wound up some years ago. The OTC programme team identified the redevelopment of the Tangonge Park as a major opportunity for Kaitaia West and as a high priority for the community. After assessing the options, the FNDC was approached

Because the park was a reserve, a lease to a community group was possible but a public notification process was required through FNDC. They appointed the Te Hiku Community Board, which conducted a hearing and make a recommendation to Council after calling for submissions. A lot of consultation was undertaken including with the mana whenua hapū and a large number of submissions were received. They were overwhelming positive, and a lease was approved by the Council in late 2017.

Through the lease negotiation process it was agreed that the ANT Trust through the OTC programme would develop the park into a community recreation area with a playground, an exercise track, exercise work stations, a small sports field, native and fruit tree plantings and marakai/community gardens.

### **History**

The land is part of the Ōtararau block which was an Old Land Claim from a 1835 pre-Treaty land transaction between Te Rarawa rangatira and the Rev Joseph Matthews. While Matthews acted in good faith and envisaged the mana whenua hapū continuing their customary uses in this area, the Old Land Claims Commission ignored the intent of the land transaction issuing title to Matthews for 1,170 acres and took for the Crown 685 acres of “surplus land” called Tangonge adjacent. The Tangonge Domain came into Crown ownership through this process and is referred to a Pt OLC 7, NA 530/132.

Tangonge Domain is now Crown land managed by the Department of Conservation but vested in the FNDC. In recent years it has been an under-used recreation reserve. The reserve was leased to the Kaitaia Rugby Football Club and sub-leased to the Kaitaia Nomads Club. These leases expired, and the clubs did not seek renewals. Council records show that the reserve land was poorly drained and in winter the grounds were “unplayable” without proper drainage. The domain was once used for grazing however this was an informal arrangement which ceased some time back. Council has not maintained the reserve. There is a concrete block changing shed on the domain, built by the Kaitaia Nomads soccer club and subsequently owned by Council. This shed was previously used by Sport Northland for the storage of sports equipment, but they have relocated to an alternative storage facility in Kaitaia township.

### **Legal status of land**

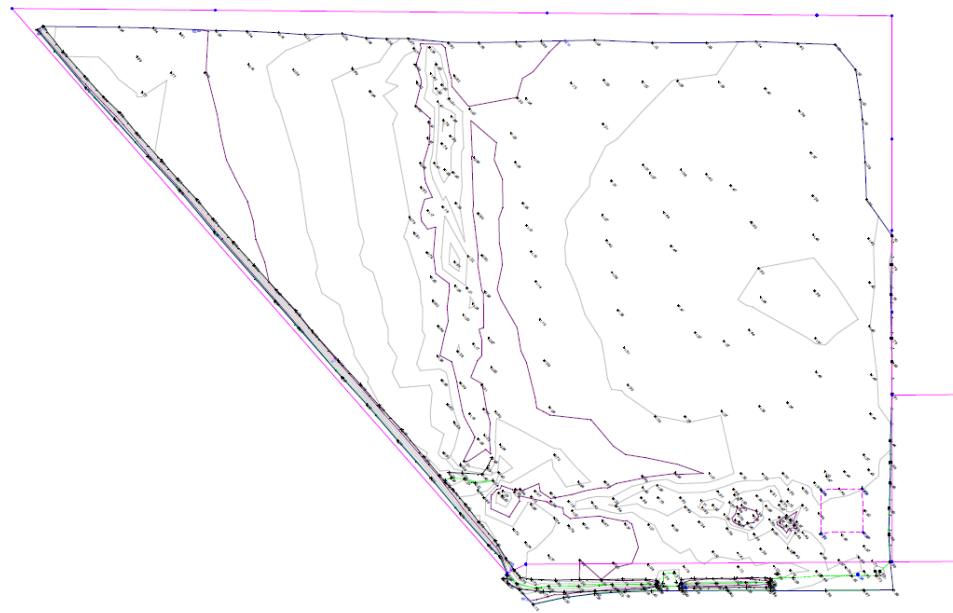
Tangonge Domain is subject to the Reserves Act 1977. The Minister of Conservation has delegated to the Far North District Council (FNDC) the power to grant leases of vested reserves for the purposes specified in s54 Reserves Act 1977. The ANT Trust has a five-year lease on Tangonge Park with a right of renewal. The land is known as the Tangonge Domain Recreation Reserve



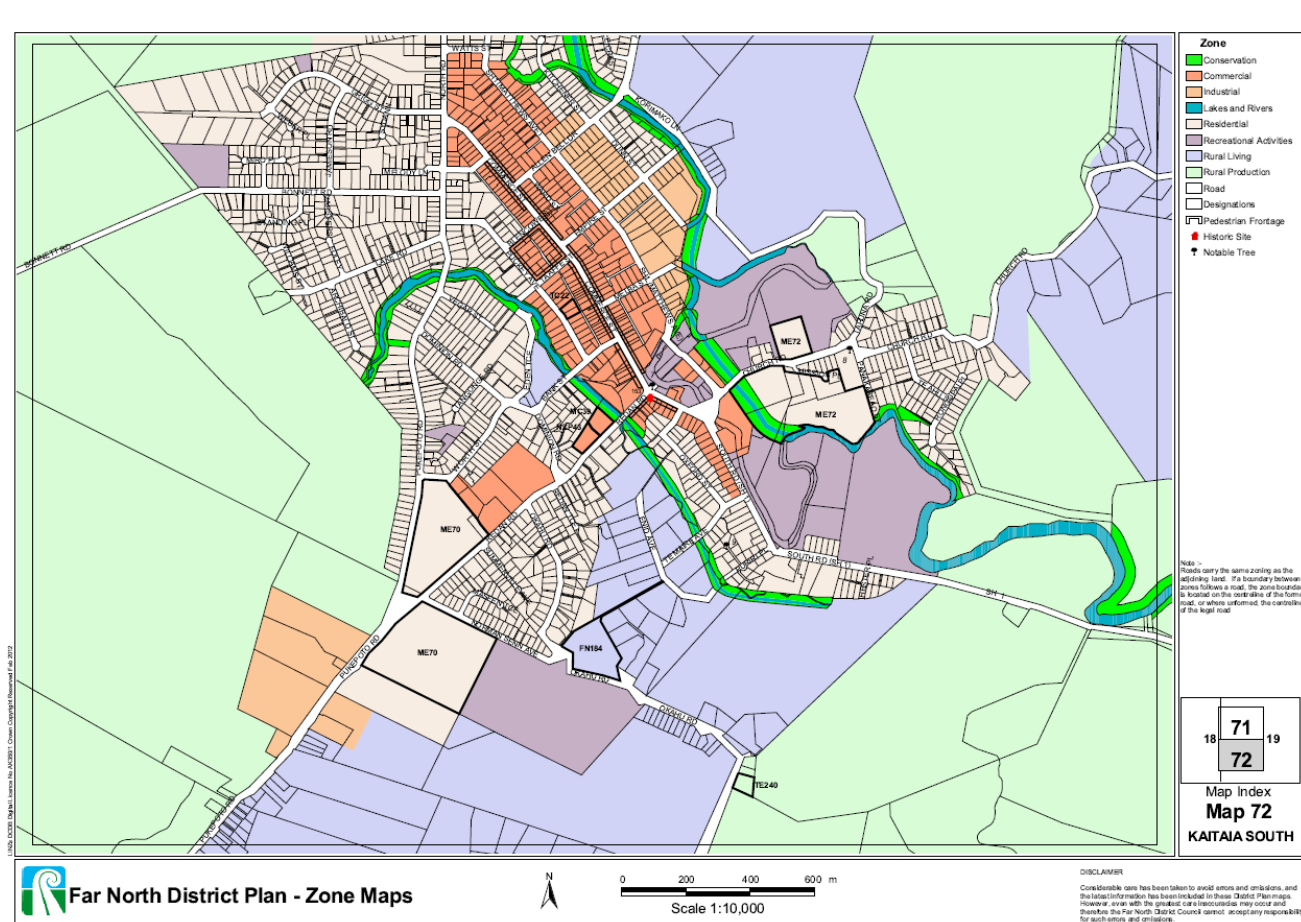


Redevelopment of Tangonge Park, Kaitiaki. Condition Report and Feasibility Study, January 2020

### Survey plan showing levels



Redevelopment of Tangonge Park, Kaitaia. Condition Report and Feasibility Study, January 2020



Redevelopment of Tangonge Park, Kaitia. Condition Report and Feasibility Study, January 2020



## CONDITION REPORT

The 2ha park on Bonnetts Rd, in Kaitaia West is a flat area of land adjacent to a low-income housing area. It currently consists of two elements; a changing shed complex to the south eastern corner, and a paddock in an overgrown state.

### Changing shed

The changing shed is a 100m<sup>2</sup> concrete block structure built in the 1970s by the Kaitaia soccer club. It has a corrugated iron roof and aluminium joinery. The internal subdivision provides for men's and women's shower and changing facilities along with toilets. The building is in tidy condition with the exterior and interior ceilings having been repainted, but the shower and toilet facilities are in need of modernisation and improvement. There is a need to rethink and upgrade the hot water supply.



Existing changing facilities



Interior of men's changing room

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Redevelopment of Tangonge Park, Kaitaia. Condition Report and Feasibility Study, January 2020

## Services and infrastructure

### Water supply

Water comes from the town supply system

### Septic drainage

The septic drainage system is linked to the Kaitaia sewerage system

### Roading and parking

Bonnetts Rd is a sealed roadway which runs down the southern side of the park. There are no footpaths on the northern side of the road but there are two vehicle crossings to the park. The footpath on the southern side of the road stops at the last house opposite the middle of the park. There is space for cars to get off the road, but the parking areas are not formed.

### Power Supply

Single phase power is connected to the changing sheds but there is potential for this to be upgraded to three-phase. A power line runs down the southern side of the site.

### Street lighting

There is one streetlight halfway down the park on Bonnetts Rd.

## Park grounds

The 2ha park area is essentially flat and has previously been poorly drained. In the past it was unusable for a good part of the year due to water retention and flooding.



**Typical state of park in winter, 2017**

In 2018 the Trust undertook some remedial work on the park, forming a drain to the western end and contouring the grounds to create some fall to the drain and a couple of embankment

areas to the sides of a sports field area. It is fair to say that the work done was only a first cut and without follow up it is difficult to maintain the area and keep it tidy.



**State of grounds in 2019, after contouring work**

The surface is rough, and it has become weed infested, and difficult to maintain. However, the work appears to have solved the drainage problems to a certain extent. 2019 was one of the driest years on record for Kaitaia and consequently the park drainage has not really been tested by prolonged periods of wet weather. The site seems to be much better drained than it was previously and regular inspections through the winter of 2019 have revealed no ponding or water retention.

### **Other considerations**

#### **Wind**

There is a strong and unpleasant prevailing wind across the site from the south west. The siting of buildings and the planting of shelter trees can help to mitigate this.

#### **Neighbouring properties**

The park borders on to five residential properties, one on Bonnetts Rd and four off the Miro PI cul-de-sac. The properties are fenced from the park but not all the fences are in good condition. The north side of the park borders on to farmland, separated by post and wire fences in good condition. The south side has a thick bamboo hedge that separates the park from a farm residence.

## REDEVELOPMENT PROPOSALS

### Concept

Through the lease negotiation process, it was agreed that the domain would be developed into a community recreation area with a playground, an exercise track, exercise workstations, a small sports field, native and fruit tree plantings and maarakai/community gardens. The vision for the redevelopment is to create a centre for recreation, community development and education that is accessible to the local community and builds off the strengths and aspirations of the people that live in the area. It is hoped that it will be a resource for the community and strengthen relationships and grow a strong identity.

### Elements of the park redevelopment

#### Community learning and sports hub

It is proposed that the existing sports changing rooms are integrated into a multi-purpose complex that can serve the needs of the local community for a range of activities including children's sports activities, fitness programmes, community education and social events. A resource building along with some covered outdoor spaces will provide a hub for community activities including:

- Raranga, rongoa and mahi toi wananga
- Budgeting, cooking and parenting programmes
- Te reo classes
- Kapa haka and mau rakau
- Small social functions e.g. kids' birthdays
- Picnic tables and BBQ
- Organised sport



#### Children's sports field and basketball practice court

The centre will include a small sports field for team sports like touch, rugby, league and soccer. There will be multi-purpose goals for the different codes. There will also be a practice basketball/netball court for kids to improve their skills.





### Creation of an exercise track

It is proposed to create a track for walking and running which integrates exercise stations along its length. The track will wind its way around the different planted areas and link the various activities across the site. It will be a hub for local fitness programmes and encourage better health outcomes for community members.



Examples of exercise stations

### Planting programme

The park will be extensively planted to achieve a number of outcomes. This will include the following components:

#### Orchard

Several orchard areas will be created to provide fruit for the community. The focus will be on providing fruit all times of the year including citrus, feijoas, peaches, grapes, apples and



pears. This will also be part of the education programme which will include workshops to teach people how to do preserves.



### **Maarakai**

A community garden will be developed to create a community resource and help whanau reclaim gardening skills and knowledge of the māramataka (Māori calendar).



### **Native tree and shrub plantings**

The park will be extensively planted with native trees. The emphasis will be on eco-sourcing local varieties and establishing plants that have rongoa-Māori potential. The wetter parts of the site will be planted in wetland species that will help with the management of the site and drainage.



### **Shelter planting**

Where beneficial shelter belts will be planted to protect the site from cold winds and to provide shelter for plantings during their establishment phase.

### Pa harakeke

A suitable area will be planted as a pa harakeke with different varieties of flax to supply local weavers and provide a teaching resource for the community.



### Children's play areas

A children's playground will be developed for pre-schoolers so that children can play safely while their parents are involved in other activities. This area will be fenced off and adjacent to the community learning and sports centre. There will also be some play equipment such as swings and climbing frames for older children. A water pad for has also been suggested for kids to play in, in the heat of the summer.



### Pou whenua

It is hoped that all Te Hiku Iwi will support the development of Tangonge Park by sponsoring pou whenua which will reflect Iwi and hapū stories of the land the people.

**Other considerations**

A number of other suggestions have been made and can be accommodated as the development proceeds. These include:

- Storage for park tools and equipment
- A men's shed
- Wifi hub
- Volley ball court

## KEY ISSUES

There are several key issues that are relevant to the redevelopment of Tangonge Park. These are summarised below:

### **Need for master development plan**

This is a long-term project and it is important that a master plan is developed so that the long-term vision is achieved. The redevelopment of Tangonge Park may take a number of years to achieve, and it will be necessary to break it down to a number of projects. The master plan is important to ensure that the projects all contribute to the completed plan.

### **Leadership and project management**

For the project to succeed there needs to be strong leadership to mobilise the community and the resources that will be required to sustain the redevelopment over a number of years. There is also a need for someone with suitable skills and attributes to drive the development and manage projects.

### **Funding and resources**

The redevelopment will require a significant amount of funding and other resources. Once the key infrastructural elements are in place it will be possible to break the projects down into bite-sized chunks to keep the momentum going. Funding should be sought from a number of sources, and joint ventures and partnerships should be formed to drive specific projects. (e.g. rongoa plantings, pa harakeke, community gardens etc)

### **Community engagement**

The OTC programme has engaged with the Kaitaia West community and generated a lot of support and goodwill. It will be important for the success of the redevelopment to maintain this engagement going forward, and for the community to drive priorities.

### **The need for a work plan**

It will be important to mobilise some funding and resources soon and prioritise the completion of key projects. A realistic work plan needs to be developed each year which links community action and funding to ensure outcomes are achieved. This will ensure that project leadership is supported to make progress demonstrate to the community that things are on the move. The order of projects will depend both on funding and leadership. Some projects will be brought forward because funds and resources are readily available, and the community can be mobilised to do the work. (e.g. planting days)

### **The need to build momentum**

The vision behind this project goes back to 2017 and a lot of energy and enthusiasm was generated. For a variety of reasons progress has slowed up. It will be really important to regain momentum and for the community to see some tangible results.

### **Mobilising the resources of the local community**

There has already been a lot of support from the local community for the redevelopment of Tangonge Park. It will be important to get support from local contracting firms, businesses, Māori and service organisations, Iwi, nurseries and environmental groups, schools, Northtec, other training organisations, FNDC, and NRC to help with the development.


## CONCEPT PROPOSALS FOR TANGONGE PARK

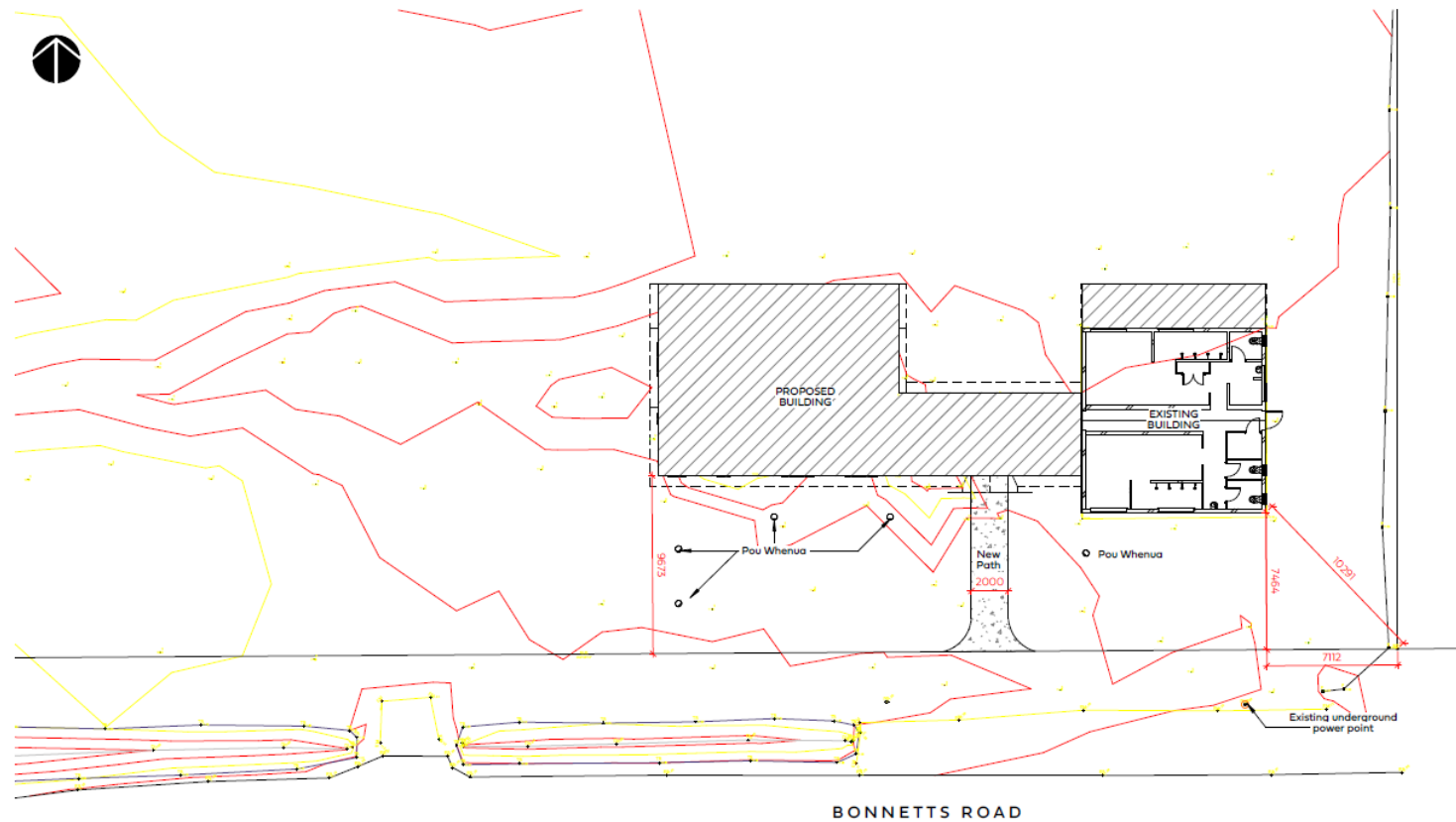
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Redevelopment of Tangonge Park, Kaitaia. Condition Report and Feasibility Study, January 2020





CLIENT CONCEPT SET											
	<b>Arcline</b> Architecture	Arcline Architecture Ltd 48 Marshmore Ave, Kaitia, New Zealand  (Ph) 09 420 2233 (Fax) 09 420 2260 (Mobile) 02 220 1801 Email: arcline@arcline.co.nz	SITE PLAN (OVERALL)	TANGONGE DOMAIN  BONNETTS ROAD, KAITIA, 0410	Rev	Revision	Date	Scale:	As indicated	Sheet No.	
					1	Revision 1	Date 1	Drawn By	Anthony	5/11/2019 8:10:56 AM	03
								Issued:			



SITE PLAN

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CLIENT CONCEPT SET



Arcline Architecture Ltd  
43 Hapukuwae Ave, Kaitia,  
New Zealand  
(Ph): 09 400 2233  
(Fax): 09 400 2260  
(Email): info@arcline.co.nz

SITE PLAN

TANGONGE DOMAIN  
BONNETTS ROAD, KAITIA, 0410

Rev  
No.

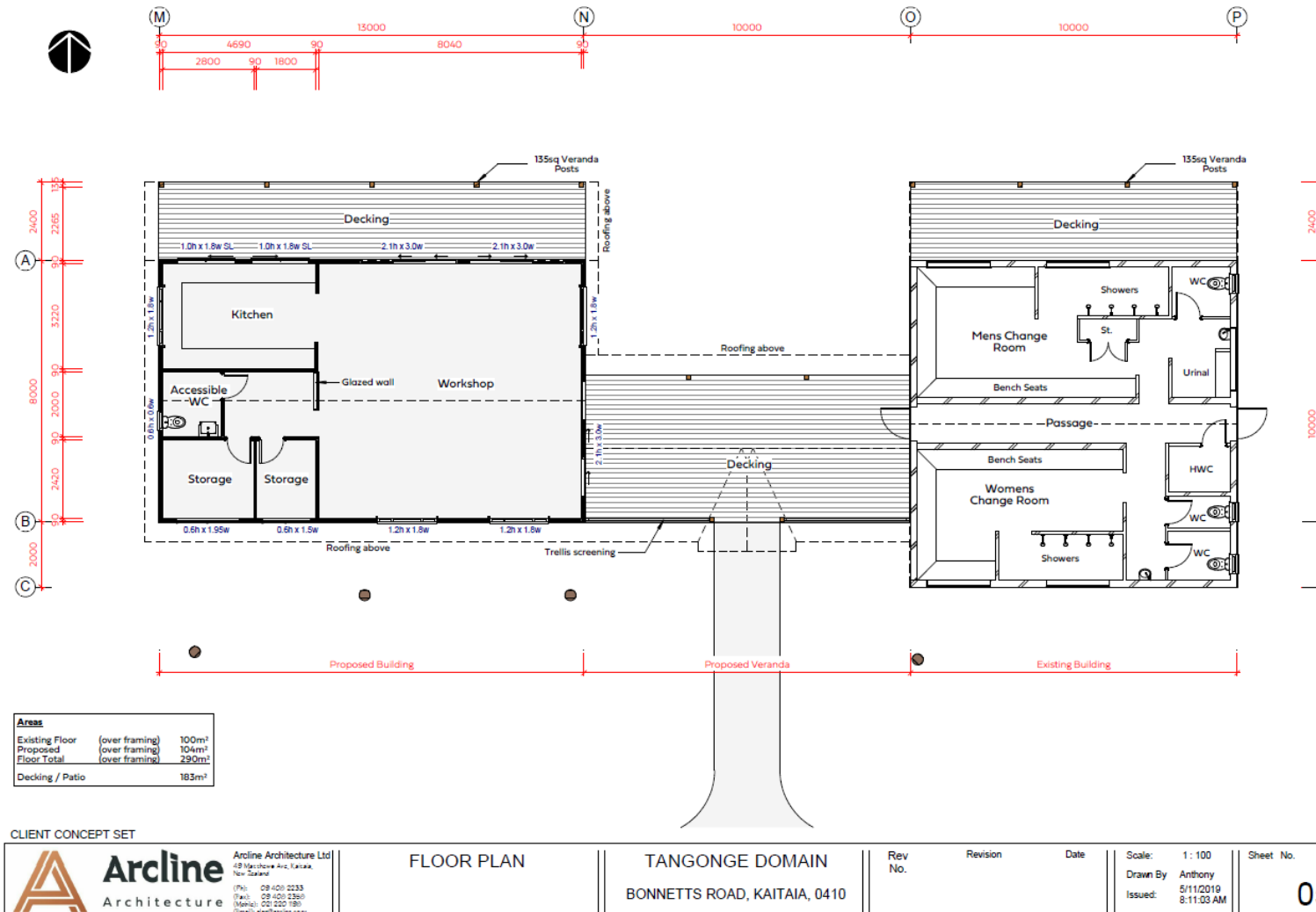
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Date

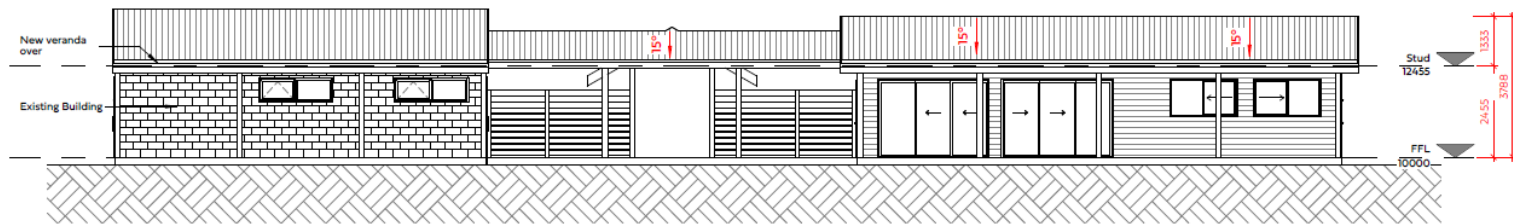
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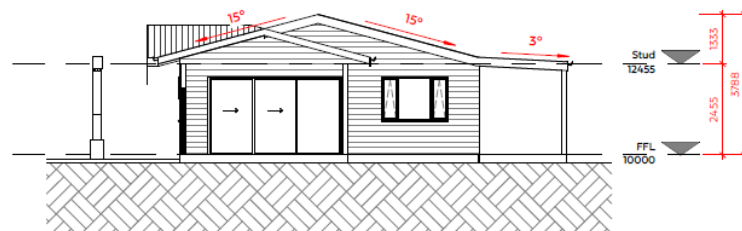






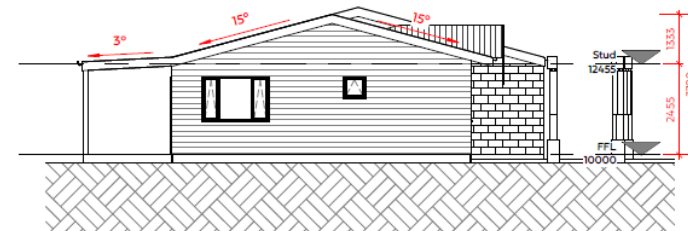
NORTH ELEVATION

1:100



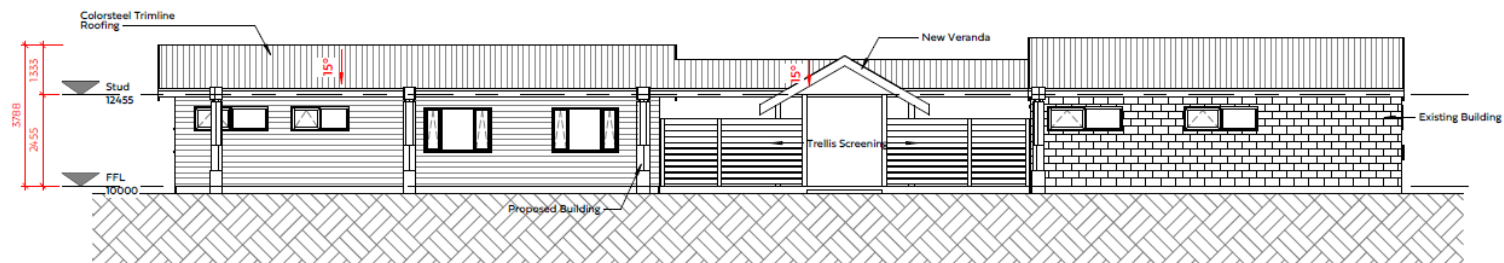
EAST ELEVATION

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WEST ELEVATION

1:100



SOUTH ELEVATION

1:100

CLIENT CONCEPT SET



ELEVATIONS

TANGONGE DOMAIN  
BONNETTS ROAD, KAITIA, 0410

Rev  
No.

Revision

Date

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06



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Redevelopment of Tangonge Park, Kaitaia. Condition Report and Feasibility Study, January 2020

## COSTINGS

### Outline costings

Note:

- All figures GST exclusive.
- Estimates for planning purposes only.
- Costs will depend on sponsorship and voluntary work

Key area of work	\$estimate	Basis of costing or comments
<b>Preliminary work</b>		
Drainage and foundation work	20,000	completed
Grading and contouring of field, exercise track and parking area	30,000	Machine work, bulldozer, grader, rotary hoe
Surface exercise track, and set areas for exercise stations	20,000	Gravel or shale foundation, woodchips, boxed edging
Grassing of play field	10,000	Topsoil, grassing, maintenance, goal posts
Mark out various functions and planting regimes	10,000	Metal car parks, form access ways etc.
	<b>90,000</b>	
<b>Buildings</b>		
Permit drawings and consent	20,000	Plans, specifications and report
Community hub building	300,000	120 m <sup>2</sup> @ \$2.5K
Covered verandas	100,000	100 m <sup>2</sup> @ \$1K
Refit of changing rooms	50,000	New showers, toilets, vanities etc
Hot water, solar panels, wifi etc	30,000	Retrofit
Equipment storage room	20,000	Fill in on end of veranda
	<b>520,000</b>	
<b>Planting</b>		
Shelter planting	5,000	Plants, site preparation, soil, bark etc
Wetland planting	5,000	Plants, site preparation, etc
Orchard	10,000	Trees, site preparation etc
Maarakai/ Community garden	15,000	Raised beds, soil, water reticulation, plants
Rongoa Maori planting	5,000	Plants, site preparation etc
Pa harakeke	5,000	Contouring, plants etc
	<b>45,000</b>	
<b>Other capital projects</b>		
Children's playground	50,000	Subject to design, fencing
Other play equipment	30,000	Swings, climbing frame, volleyball etc
Basketball practice court	20,000	Concrete pad, markings, goals
Exercise stations	25,000	Up to 8 stations
Footpaths and carparks	50,000	Concrete paths, sealed parking areas
Pou whenua	10,000	5 lwi pou
Landscaping	10,000	Soil, plants, paving
Boundary fencing	5,000	Repairs and maintenance as necessary
	<b>200,000</b>	
<b>Total</b>	<b>\$855,000</b>	

Redevelopment of Tangonge Park, Kaitaia. Condition Report and Feasibility Study, January 2020

## PROJECT PLANNING

### Planning and permissions

Tangonge Park is zoned for recreational activities under section 9.6 of operating district plan. The redevelopment proposal are consistent with the objectives of the zone which are to ensure suitable and adequate areas are available for the recreational needs of people, and to ensure that the effects of the use and development of recreational areas are compatible with the surrounding environment.

#### Relevant controls include:

**Purpose of buildings:** All new buildings shall be directly for, or ancillary to, the principal recreational activities on the site.

**Height:** The maximum height of any building shall be 8m.

**Setback:** The minimum building setback from road boundaries shall be 3m. The minimum building setback from all other boundaries shall be 2m.

**Sunlight:** No part of any building shall project beyond a 45-degree recession plane as measured inwards from any point 2m vertically above ground level on any site boundary.

**Site coverage:** Any new building or alteration/addition to an existing building is a permitted activity if the total building coverage of a site does not exceed 8% of the gross site area.

**Stormwater Management:** The maximum proportion of the gross site area covered by buildings and other impermeable surfaces shall be 10%.

### Funding plan

There are two ways of approaching a funding plan for this redevelopment. Firstly a plan could be developed and funding sought from one or more major agencies to undertake the whole development at once. This will require more detailed costing work to be carried out for the various component parts, and for the project to be socialised with major funders.

The second approach is to stage the redevelopment, and look for multiple funders and sponsors for the various projects. Some of the projects are small and self-contained and can be developed in isolation of other projects once the base structure of the park is laid out. This is a decision for the trustees to consider, but it may be possible to make progress and build momentum by starting with a few small projects, particularly if the community is involved with implementation.

### Staging

A staged development plan is proposed including:

- Drainage and foundation work on the domain, (completed)
- Grading and forming of field, exercise track and parking area,
- Laying down exercise track and setting aside areas for various functions
- Planting programme (shelter planting the priority)
- Building of community hub (subject to funding applications)
- Other capital projects (as funds determine)
- Community projects (community lead and funded with sponsorship)

### **Requirements for further technical work**

Further technical work will be required for any building work. While the district plan allows for the work that is proposed, the Trust will need to get a building permit from the FNDC. To do this working drawings will be required and an application to the Council made. This will include a fire protection report and engineering input may be required depending on the design of the buildings.

### **Use by the community and community support**

Funders will require information about community support and likely use of any facilities. The proposal has been developed from the bottom up after considerable engagement with the community. The redevelopment proposals provide a wide range of opportunities for all age groups, and the whole of the community to use a variety of facilities and experiences that the redeveloped park will offer. It is strongly community driven.

### **Project management**

Strong project management is now required. This can be broken down in to three areas and responsibility can be delegated for the following:

- Funding; Managing the funding application process.
- Community engagement; making sure the local community remains engaged, pulling in support and resources from the wider community.
- Implementation, taking responsibility for the technical aspects, identifying contractors and suppliers and making sure that projects get done.

### **Future management**

The ANT Trust will need to consider the future management of the park over the long term, both in terms of governance, leadership and funding. Maintaining the facilities will be ongoing, and a budget will need to be put in place to ensure that the park is maintained and developed. Some aspects of this will benefit from community engagement, but ongoing financial support will be required.

### **Next Steps**

The following next steps are proposed:

- Review of feasibility study
- Planning workshop
- Identification of priority projects
- Identification of strategic relationships
- Priority funding applications
- Assign project leadership and management
- Engage with community
- Engage with key stakeholders

### TIMELINE TO COMPLETION

	Key task	2020				2021				2022				2023			
1	Community Consultation																
2	Relationship development																
3	Workplan																
4	Funding applications																
5	Preliminary work																
6	Building permit application																
7	Planting projects																
8	Maarakai																
9	Build community hub																
10	Other capital projects																




Appendix one  
Charities Registration

Appendix two  
Trust Deed

Appendix three  
Historical map of Kaitaia township



<b>CHARITIES SERVICES</b> <small>Ngā Rāhonga Kōwhiri Atarohi</small>	<b>Supporting charities</b> <small>in New Zealand</small> <b>for stronger communities</b> 
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### Charity Summary

<b>Registration Number:</b>	CC52709
<b>Registration Date:</b>	29/05/2015
<b>Charity Name:</b>	Aupouri Ngati Kahu Te Rarawa Trust

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### Charity Details

<b>Trading Name</b>	ANT Trust
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**Registration Details**

Registration Status:	Registered
Balance Date:	March 31
IRD Number:	Restricted
NZBN Number:	9429042590163

**Address for Service:**

Charity's Postal Address:	60 North Road Kaitia 0410
Charity's Street Address:	60 North Road Kaitia 0410

**Charity's other details**

Phone:	094081800
Fax:	094081800
Email:	hone@tehiku.com
Website:	
Facebook:	
Twitter:	
Social Network Name:	


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Generated on 6 December 2019 Page 1 of 4

## Areas of Operation

New Zealand:	Northland, Auckland
Oceania	Australia
Percentage spent overseas	0

## Purpose & Structure

### Purpose

To provide a range of educational, training and employment opportunities and other social services to assist with the relief of poverty and hardship, the enhancement of well-being, and the building of strong families and positive communities throughout the far north and other high needs communities in Aotearoa

### Entity Structure

The Trust operates with a flexible structure to enable the CEO to effectively negotiate with agencies and businesses to provide the necessary assistance to high needs whanau

### Activities

Main Activity:	Other (please state)
Activities:	Other: Providing opportunities and services to assist high needs whanau

### Sectors

Main Sector:	Economic development
Sectors:	accommodation / housing, Education / training / research, Health, Community development, Social services, Employment, Arts / culture / heritage, Sport / recreation, International activities

### Beneficiaries

Main Beneficiary:	Family / whanau
Beneficiaries:	Children / young people, Older people, General public, Family / whanau, Other: people in need

### Annual Returns

Date Submitted	For Year Ended	Total Income	Total Expenditure	Reference
22/10/2019	31/03/2019	632,483	424,313	AR004
04/03/2019	31/03/2018	518,321	463,580	AR003
24/10/2017	31/03/2017	171,933	131,244	AR002
14/09/2016	31/03/2016	171,933	128,744	AR001

Generated on 6 December 2019

Page 3 of 4

## Officer Details

### Current Officers

Name	Officer Type	Position	Position Appointment Date
Allison Edmonds	Individual	Trustee	28/05/2018
Pene Tawhara	Individual	Chairperson	28/05/2018
Hone Harawira	Individual	CEO	22/05/2015
Manuera Riwai	Individual	Secretary	22/05/2015
Te Rana Porter	Individual	Treasurer	22/05/2015
Hilda Harawira	Individual	Trustee	15/04/2015

### Past Officers

Name	Officer Type	Position	Last Date as an Officer
Lorraine Toki	Individual	Trustee	28/05/2018
Trudy Brown	Individual	Secretary	28/05/2018
Sheryl Maafu	Individual	Accounts Clerk	01/01/2018

Constitution of the  
**Aupouri Ngati Kahu Te Rarawa Trust**  
 60 North Rd, Kaitia 0410, Aotearoa (NZ)

- 1 NAME
- 2 The name of the organisation shall be the Aupouri Ngati Kahu Te Rarawa Trust, also known as the ANT Trust, or the Aupouri Ngati Kahu Te Rarawa (ANT) Trust and hereinafter referred to as the Trust.
- 3 REGISTERED OFFICE
- 4 The address of the Trust shall be 60 North Rd, Kaitia 0410, Aotearoa (NZ)
- 5 OBJECTS
- 6 To provide a range of educational, training and employment opportunities and other social services to assist with the relief of poverty and hardship, the enhancement of wellbeing, and the building of strong families and positive communities throughout the far north and other high needs communities in Aotearoa.
- 7 To secure funding and other resources to help achieve those objectives
- 8 COMMON SEAL
- 9 The Common Seal shall bear the inscription of the Aupouri Ngati Kahu Te Rarawa Trust
- 10 The Common Seal shall only be used in the presence of two trustees, one of whom shall be a Trust Officer
- 11 The secretary shall hold the Common Seal
- 12 TRUSTEE APPOINTMENT
- 13 Trustees shall be those as named in the attached document
- 14 Trustee positions may be added/removed by decision of the current trustees
- 15 MEETINGS
- 16 An AGM shall be held annually to adopt annual statements of accounts, appoint an auditor and elect officers
- 17 Regular meetings shall be held monthly
- 18 TRUSTEES ROLES
- 19 Trustees shall appoint a Chairperson, Secretary and Treasurer
- 20 The Chairperson shall chair all meetings, and ensure the will of the majority is translated into decision
- 21 The Secretary shall minute all meetings and other duties as required
- 22 The Treasurer shall oversee the receipt and expenditure of all funds, keeping of accounts, provision of monthly financial statements and preparation of annual accounts for audit
- 23 BOARD POWERS
- 24 To gift, to borrow money, and enter into guarantees and partnership agreements
- 25 To ensure Board Income is exempted from tax under the Income Tax Act 1976
- 26 To act as absolute owner, but not to endanger the Trusts charitable purposes
- 27 To buy, sell, acquire, lend, let, lease, maintain, manage, improve and develop property
- 28 To start, manage, amalgamate, sell any undertaking, business or asset
- 29 To use capital to meet the Trusts objects
- 30 To employ and discharge people



### 31 PROVISIONS TO POWERS

32 Where, in undertaking the Trust objects, the trustee has entered into a financial transaction, Trustees shall ensure that:

- 33 any payments by way of interest or rent shall not exceed current commercial rates, and
- 34 any receipts by way of interest or rent shall not be less than current commercial rates
- 35 There shall be no private pecuniary profit made by any person from the Trust, except that:
- 36 any trustee[s] may receive full reimbursement for all expenses properly incurred by them in connection with the affairs of the Trust;
- 37 the trust may pay reasonable and proper remuneration (see Trustee Roles) to any officer or servant of the Trust (whether trustee or not), in return for their services that have actually been rendered to the Trust;
- 38 any Trustee may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that trustee or by any firm or entity of which that trustee is a member, employee or associate in connection with the affairs of the trust;
- 39 any trustee may retain payment by any company or undertaking that the Trust may be in any way involved in for which that trustee has acted in any capacity whatever, notwithstanding that that trustee's connection with that company or undertaking is in any way attributable to that trustee's connection with the Trust

### 40 PROVISION TO REMUNERATION

41 Without overriding anything contained or implied in the constitution, any person who is:

- 42 An officer or trustee of the Trust; or
- 43 A shareholder or director of any company carrying on any business of the Trust; or
- 44 An officer or trustee of any Trust which is a shareholder of any company carrying on the business of the Trust; or
- 45 An associated person (as defined by the Income Act 1994) of any such officer, trustee, shareholder or director;

Shall not determine, or materially influence in any way the determination of the nature or the amount of any benefit or advantage or income and shall not determine, or materially influence in any way the circumstances in which the remuneration is or is to be received, gained, achieved, afforded or used by that person.

### 46 CONFLICT OF INTEREST

47 Any Trustee who directly or indirectly, has a material interest in any contract, or proposed contract, or arrangement, or dealing with the Trust (other than a trustee), shall disclose the nature of that interest at a trustee meeting, and such disclosures shall be recorded in the minutes of the meeting.

### 48 TRUSTEE LIABILITY

49 Trustees shall not be liable regards Trust affairs [except for fraud and wilful negligence]

### 50 QUORUM

51 50% plus one shall form a quorum for the normal transaction of business

### 52 FINANCIAL YEAR

53 The financial year shall start on the first (1<sup>st</sup>) day of April and end on the following thirty-first (31<sup>st</sup>) day of March.

### 54 CHANGES TO THE CONSTITUTION

55 This constitution may only be amended at an AGM or at a special meeting called to do so, provided that no amendment made affects in any way the charitable status of the Trust.

### 56 WINDING UP

57 The Trust may wind itself up by giving Trust Property according to the Trust's objects to any entity chosen by the Board and set up for charitable trust purposes within Aotearoa

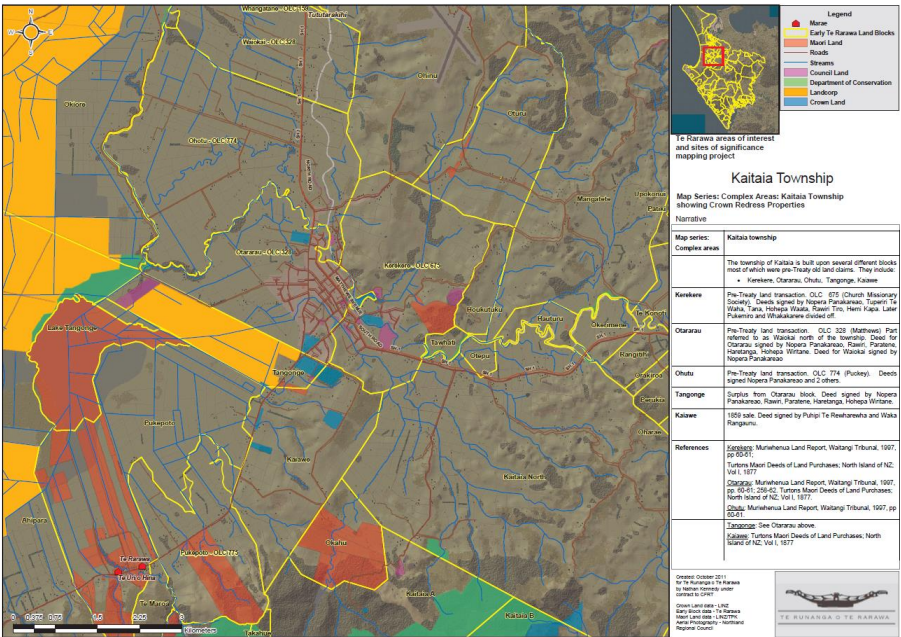
58 In the event of the Board being unable to decide, the remaining assets will be distributed as a Judge of the High Court decides.

Handwritten signatures and initials are present at the bottom right of the page.

## 59 TRUSTEES

Trustee: Name & Signature	Independent Witnesses: Name & Signature
<b>PENE TAWHARA (Chairperson)</b> Signature: <i>[Signature]</i> 18/04/18	Name: <i>[Name]</i> Signature: <i>[Signature]</i>
<b>TERANA PORTER (Treasurer)</b> Signature: <i>[Signature]</i> 18/04/18	Name: <i>[Name]</i> Signature: <i>[Signature]</i>
<b>MANUERA RIWAI (Secretary)</b> Signature: <i>[Signature]</i> 18/04/18	Name: <i>[Name]</i> Signature: <i>[Signature]</i>
<b>HILDA HACKYARD-HARAWIRA</b> Signature: <i>[Signature]</i> 18/04/18 12/6/18	Name: <i>[Name]</i> Signature: <i>[Signature]</i>
<b>ALLISON EDMONDS</b> Signature: <i>[Signature]</i> 12/6/18	Name: <i>[Name]</i> Signature: <i>[Signature]</i>









# Aupōuri Ngāti Kahu Te Rarawa Trust

60 North Rd, Kaitaia 0410 | [admin@trustant.co.nz](mailto:admin@trustant.co.nz) | 09 408 3933

## TANGONGE PARK

**He waahi purotu, haumaru hoki, kia huihui, kia korikori, kia harihari ai  
nga whānau o Te Hauauru o Kaitaia**

A safe and pleasant space for whānau in Kaitaia West  
to gather, to play, and to socialize

09 June 2023

Michelle Rockell  
Team Leader – Property Management  
Far North District Council  
[Michelle.Rockell@fndc.govt.nz](mailto:Michelle.Rockell@fndc.govt.nz)

Tēnā koe Michelle

### LEASE EXTENSION: TANGONGE DOMAIN

Thank you for your email last week. As you know, we have a current lease with the Far North District Council, with a right of renewal for a further 5 years, until 31 August 2028 [attached]

**We are seeking a 30-year lease, to give funders the confidence they require that major work programmes we are seeking their support for, can be initiated, completed, and generate value across a longer period.**

### BACKGROUND

There are a number of recreational facilities in and around Kaitaia. There are none in Kaitaia West.

When we first started looking into doing something in Kaitaia West, we came across Tangonge Domain.

At that time, it was an unused and unwanted empty field (being used to dump landfill, domestic refuse and drug paraphernalia, graze cows and as a dog walk).

**Our long-term plan is to transform Tangonge Park into a safe and pleasant space  
for whānau in Kaitaia West to gather, to play, and to socialize**

We began that journey 5 years ago when we signed a Lease with the Far North District Council.

## PROJECTS COMPLETED TO DATE

### LEASE SIGNED WITH FNDC

In 2018, we signed a 5+5-year lease with FNDC for Tangonge Domain.

### CONCEPT PLAN

In 2019, we wanted a plan on how best we might extend and use the existing building down at the Park.  
That Concept Plan was completed in August 2019 [attached]

### CONDITION REPORT & FEASIBILITY STUDY

In 2020, we added to that Concept Plan by commissioning a Condition Report and Feasibility Study on reconfiguring the building, and the work required to redevelop the land [attached]

### COMMUNITY CONSULTATION

In 2021, we held a series of discussions with whānau from Kaitaia West, who asked that we also consider other ideas for what might be done at the Park.

### LAND DEVELOPMENT

In 2021, we talked with neighbours and local contractors about how best to clear and drain the land.  
In 2022, we commenced and completed the land development work.

20,000 Drainage and foundation work

30,000 Grading and contouring of fields and areas for exercise track and parking area

10,000 Grassing of playing fields

*Costed in the Tangonge Park, Condition Report and Feasibility Study January 2020*

### LAND MAINTENANCE

In 2023, with the land cleared and levelled, we have  
removed all domestic rubbish  
regularly maintained the lawns, drains and fences  
done preliminary markings for sports fields and exercise areas

### BUILDING REFURBISHMENT

In 2023, we began work on refurbishing the building.  
Power supply was reconnected in April 2023, and new lighting has also been connected.  
Water supply was reconnected in May 2023, and the old HW cylinder removed.  
Storm water drainage cleaned out around whole building.  
The building now has functional men's / women's / disabilities toilets.

## COMMUNITY EVENTS TO DATE

Kiwi Tag	Mon & Wed	16 Oct 2022 – 14 Nov 2022
Christmas	Xmas In the Paddock	07 Dec 2022
Kiwi Tag	Mon	12 Jun 2023 – 26 Jun 2023
Touch	U16 mixed	18 Feb 2023

## FUTURE PLANS

Development to date has cost ANT more than \$80,000. Full development will cost approx \$800,000. Future plans will be developed around specific project areas, and will depend on the availability of funding for their specific purpose.

**We are seeking a 30-year lease, to give funders the confidence they require that major work programmes we are seeking their support for, can be initiated, completed, and generate value across a longer period.**

Key funders will not fund major work programmes on a 5-year lease.

### FUTURE WORK PROGRAMMES

#### CAPITAL PROJECTS

Childrens playground	50,000	Subject to design, fencing
Other play equipment	30,000	Swings, climbing frame, volleyball etc
Basketball court	20,000	Concrete pad, markings, goals
Exercise stations	25,000	Up to 8 stations
Footpaths and carparks	50,000	Concrete paths, sealed parking area
Pou whenua	10,000	5 Iwi pou
Landscaping	10,000	Soil, plants, paving
Boundary fencing	5,000	Repairs and maintenance as necessary
	<b>200,000</b>	

#### BUILDINGS

Permit drawings and consent	20,000	Plans, specifications and report
Community hub building	300,000	120 m²@ \$2.5K
Covered verandas	100,000	100 m²@ \$1K
Refit of changing rooms	50,000	New showers, toilets, vanities etc
Hot water, solar panels, wifi	30,000	Retrofit
Equipment storage room	20,000	Fill in on end of veranda
	<b>520,000</b>	

### FUTURE PROJECTS:

- **Te Reo o Te Kāinga:** establish a Trust that includes local whānau to drive Tangonge Park
- **Natural Playground:** trees/logs for many activities trimmed for safety with limited plastic/steel
- **Pouwhenua:** for each of the iwi in Muriwhenua (barcoded for history lessons)
- **Boardwalk:** 1km for children, mums, parents, kuia/kaumātua, community, business, sports
- **Exercise stations:** around the walking track for whānau and for athletes to use
- **Food forest:** sectioned area for fruit trees with fruit available to the community
- **Natives:** Plants & trees, again with barcoded information on rongoa Māori, places to purchase
- **Park Map:** billboard and digital on Parks history and areas and uses
- **Junior Sporting Academy:** to encourage movement and co-ordination, to teach and learn motor skills, communication and dynamics, youth development, whanau involvement and team building, through a range of sporting codes such as
  - Ki-o-Rahi
  - Touch
  - League 9s
  - Soccer
  - Basketball

I am happy to take your call should you wish to discuss any of the matters raised here.

Ngā mihi

A handwritten signature in blue ink, consisting of a large, stylized 'H' followed by a long horizontal line.

Hone Harawira  
CEO Aupōuri Ngāti Kahu Te Rarawa (ANT) Trust  
021 865 372

**COPY**

Between

**THE FAR NORTH DISTRICT COUNCIL (Lessor)**

And

**AUPOURI NGATI KAHU-TE RARAWA TRUST (274324) (Lessee)**  
the umbrella organisation for OPEN THE CURTAINS (OTC)

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**DEED OF LEASE**



Part Old Land Claim No.7 CFR NA530/132  
and shown Recreation Reserve on Deeds Plan 108  
Tangonge Domain Recreation Reserve, Bonnett Road, Kaitaia

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Far North District Council  
Kaikohe

Tangonge Domain – Aupouri Ngatikahu Te Rarawa Trust for Open the Curtains 2017



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THIS DEED dated the 15<sup>th</sup> day of September 2018

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 AUPOURI NGATI KAHU-TE RARAWA TRUST (274324) incorporated under the Charitable Trusts Act 1957 on the 23<sup>rd</sup> day of May 1985 ("the Lessee")

#### BACKGROUND

- A. the Lessor agrees to lease to the Lessee the reserve land described in Schedule 1 ("the Land") and shown outlined on the plan annexed hereto (Appendix 1)
- B. The Lessee is the umbrella organisation for the community group known as Open the Curtains (OTC)
- C. OTC has produced an "Operational Management Plan" annexed hereto (Schedule 2) which sets out how it will fulfil its responsibilities under this Lease in respect of the Land and Building

#### 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 building and other improvements described in the schedule;

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

"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 reasonably requires to be insured against;

"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;

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**"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;

**"Outgoings"** means all rates, taxes, charges, assessments, duties, impositions and fees from time to time payable to any Authority relating to the Land;

**"Land"** means the land described in the schedule and shown on the plan attached to this lease but excludes the Lessee's Improvements;

**"Term"** means the term of this lease and includes the initial term and (if this lease is renewed) the renewal;

**"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;
- 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 "Termination 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.



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2. **GRANT OF LEASE**

Pursuant to sections 53 and 54 of the Reserves Act 1977, the Lessor leases to the Lessee and the Lessee takes the Land on lease for the Term beginning on the Commencement Date and ending on the Termination Date at the Annual Rent.

3. **RENEWAL**

3.1 **One further period of five (5) years** provided the Lessor is satisfied that the terms and conditions of the lease have been complied with and that there is sufficient need for the recreational activity specified in the lease, and further that it is in the public interest to renew the lease and not in the public interest that some other sport, game, or recreational activity be given priority.

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 expiry or earlier termination of the Term, the Lessee will be a monthly tenant only.

4. **RENT**

The Lessee must pay:

4.1 **Annual Rent:** the Annual Rent by annual payments in advance on the Rent Payment Dates;

4.2 **Annual Payments:** the first annual payment of the Annual Rent on the Commencement Date;

4.3 **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

4.4 **Method:** all rent payments by direct bank payment or as the Lessor may direct.

5. **RENT REVIEW**

5.1 **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) during the Term.

5.2 **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 on that particular Rent Review Date.

5.3 **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 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.

5.4 **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.

5.5 **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.

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6. **GST**

6.1 **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:

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

6.1.2 **Other Money:** on any other money payable by the Lessee on demand.

6.2 **Default:** If:

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

6.2.2 **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.

7. **DEFAULT INTEREST**

If the Lessee fails to pay any instalment of the Annual Rent or any other money payable under this lease for 14 days after:

7.1 **Date Due:** the due date for payment; or

7.2 **Demand:** promptly following the date of the Lessor's demand, if there is no due date;

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

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 Building, the Lessee must pay a fair and reasonable proportion of that Outgoing.

8.2 **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.

8.3 **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 Authority or supplier all charges for Utilities (including water) which are separately metered or charged to the Land and Building and/or Lessee's Improvements.

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 Building.

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



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necessary for the proper measurement of the charges for any Utility or other services supplied to the Land or Building and/or Lessee's Improvements.

## 10. COSTS

The Lessee must pay to the Lessor on demand:

- 10.1 **Legal Costs:** the legal costs for the negotiation, preparation and execution of this lease and of any renewal, extension or variation of this lease (including any variation recording a rent review); and
- 10.2 **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.

## 11. INSURANCE

11.1 **Lessee to Insure:** The Lessee must at all times during the Term:

- 11.1.1 **Lessee's Improvements:** insure and keep the Lessee's Improvements insured to their full insurable value against the Insured Risks; and
- 11.1.2 **Pay Premiums:** pay the premium for the insurance taken out under clause 11.1.1 when due.

11.2 **Destruction of buildings:**

- 11.2.1 **Partial Damage:** In the event of the Building 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 moneys received in respect of insurance shall be expended by the Lessee with all reasonable speed in repairing the damage sustained; or
- 11.2.2 **Total Destruction:** In the event of the Building being totally destroyed or damaged by any cause, the Lessee may elect not to rebuild or reinstate the Building and if the Lessee shall elect not to rebuild or reinstate, the Term shall immediately cease and determine and the Lessee will demolish and clear the debris and have the site clear to the satisfaction of the Lessor.

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

- 11.3.1 **Specified Amount:** the amount specified in Schedule 1 (being the amount which may be paid out arising from any single accident or event); or
- 11.3.2 **Increased Amount:** any increased amount that the Lessor reasonably requires and in particular any increased amount required by the Lessor as a result of a change in government provision for Accident Compensation claims.

## 12. MAINTENANCE

12.1 **Maintenance:** The Lessee must throughout the Term:

- 12.1.1 **Repair:** maintain the Land and Building or the Lessee's Improvements in good repair and make good any damage which may be done to the Land or Building or Lessee's Improvements or any improvements thereon during the Term of this lease;



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- 12.1.2 Keep Land Clean:** keep the Land and Building and Lessee's Improvements clean and tidy;
- 12.1.3 Removal of Rubbish:** regularly remove all rubbish and waste from the Land and Building or Lessee's Improvements;
- 12.1.4 Broken Glass:** replace all broken glass on the Land and Building and Lessee's Improvements; and
- 12.1.5 Pests:** prevent and exterminate any pest infestation on the Land and Building or Lessee's Improvements; and
- 12.1.6 Notice from Lessor:** upon receipt of notice in writing from the Lessor of any defect or want of repair of the Land or Building 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.

### 13. USE OF LAND AND TERMINATION

- 13.1 Permitted Use:** Subject to clause 13.2 and 13.6, the Lessee must only use the Land and Building for the Permitted Use and if at any time the Lessor is of the opinion that the Land or Building 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 useage of the Land or Building, and if satisfied that the Land or Building is not being used or is not being sufficiently used for the Permitted Use, may terminate this lease whereupon the Land and Building 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.

#### 13.2 Public Use:

- 13.2.1 Entry to the Land:** It shall be lawful for any person to enter and to remain on the Land as a bystander and any such person entering or remaining on the land shall not, so long as he/she conducts and acts in an orderly and seemly manner in compliance with all statutory requirements and refrains from hindering and obstructing the activities of the Lessor or the Lessee be deemed a trespasser.
- 13.2.2 Entry to the Lessees Improvements:** The authority contained in clause 13.2.1 does not authorise any person to enter or be within or upon any buildings on the Land belonging to or used by the Lessee without the previous consent of the Lessee.

#### 13.3 Exclusive Use:

- 13.3.1 Limitation:** Notwithstanding the rights set out in clause 13.2 above, the Lessee shall be entitled with the prior written consent of the Lessor to the exclusive possession of the Land for not more than 40 days in any one year of the Term, but not for more than 6 days consecutively at any time, when a charge for admission to the Land may be made.  
**13.3.1.1** And further that the Lessee shall at its own expense cause a notice to be published in a newspaper circulating in the district setting out the day or days upon which the Lessee has obtained consent to exclusive use of the leased area, such notice to be published not more than fourteen (14) days nor less than seven (7) days before the first day of such exclusive possession.

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- 13.3.2 Charges:** The amount of such charge for each day must first have been approved in writing by the Lessor and the Lessee must at its own expense cause a notice to be published in a newspaper circulated in the district setting out the day or days on which the Lessee has obtained consent to the exclusive use of the Land, such notice to be published not more than 14 days nor less than 7 days before the first day of exclusive possession.
- 13.4 Provision of toilet facilities:** notwithstanding anything to the contrary within clauses 13.2 and 13.3, the Lessee may at its discretion when the Land and Building is open for use make available to all persons whether members of the Lessee or otherwise such toilet facilities as may be requested by the Lessor.
- 13.5 Hours of use:** the Lessee acknowledges and agrees that use during the evening of the land and/or buildings shall cease no later than the following times:  
 Sunday to Thursday: 9.30pm  
 Friday and Saturday: 11.30pm  
 Unless resource consent is granted, and, if so, the use provided for by the consent shall apply.
- 13.6 Change of Permitted Use:** The Lessee may use the Land or Building for a use or activity other than the Permitted Use but only with the Lessor's prior written consent.
- 13.7 Restrictions on use:** The Lessee must:
- 13.7.1 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;
  - 13.7.2 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;
  - 13.7.3 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;
  - 13.7.4 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 Lessee's Improvements and the Lessee's use of the Land; and
  - 13.7.5 Accommodation:** under no circumstances use the Land or Lessee's Improvements for living accommodation.
  - 13.7.6 No Right of Freehold:** The Lessee shall have no right to acquire the Freehold Title of the Land.
- 13.8 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.

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**14. BUILDING WORK**

**14.1 Approvals:** Subject to the provisions of this section, the Lessee must not carry out any Building Work or alterations or erect any signage on the Land without first giving plans and specifications of the proposed work to the Lessor and:

**14.1.1 Lessor's Consent:** obtaining the Lessor's prior written consent; and

**14.1.2 Building Consent:** obtaining and giving the Lessor a copy of all Building Consents required to enable the relevant Building Work to be carried out lawfully; and

**14.2 Building Act:** The Lessee must:

**14.2.1 Building Consent:** carry out all Building Work in conformity with the Building Consent produced to the Lessor under clause 14.1.2; and

**14.2.2 Compliance Certificate:** obtain a Code Compliance Certificate

**15. REVERSION ON TERMINATION**

On termination of this lease pursuant to the terms herein by effluxion of time, surrender, breach of conditions or otherwise, the Land and Building together with all improvements thereon shall revert to the Lessor without compensation being payable by the Lessor whatsoever.

**16. REMOVAL OF IMPROVEMENTS**

**16.1 Conditions of Removal:** Notwithstanding anything to the contrary in clauses 13.1 and 15, if the Lessee has:

**16.1.1** Paid the rent due; and

**16.1.2** Is not in breach of any of the terms of this lease; and

**16.1.3** 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:




**16.2 Remove Lessee's Improvements:** may remove the Lessee's Improvements from the Land or Building; and

**16.3 Repair Damage:** must repair any damage caused to the Land or Building by that removal; and

**16.4 Leave Land Tidy:** must leave the Land and Building in a clean and tidy condition to the Lessor's reasonable satisfaction.

**16.5 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.

**16.6 Lessees Right to Transfer:** Notwithstanding anything contained in clauses 16.2 and 16.5 and provided clause 16.1 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

Building and the Lessee shall yield and deliver up the Land and Building and the Lessee's Improvements to remain thereon in good clean and substantial order condition and repair.

- 16.7 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 16.1-16.6, then the Lessee's Improvements shall revert to the Lessor without compensation being payable to the Lessee by the Lessor whatsoever.

## **17. ASSIGNMENT AND SUBLEASING**

- 17.1 Control of Assignment and Subleasing:** Subject to the provisions of this section, the Lessee must not:

**17.1.1 Assign:** assign the Lessee's interest in this lease; or

**17.1.2 Sublease:** sublease or part with possession or share occupation of the whole or any part of the Land or Building.

- 17.2 Lessor's Consent:** The Lessee may with the Lessor's prior written consent:

**17.2.1 Assign:** assign the Lessee's entire interest in this lease; or

**17.2.2 Sublease:** sublease the whole or any part of the Land or Building.

- 17.3 Conditions:** Without limiting the grounds on which the Lessor may withhold consent under clause 17.2, the Lessor may, as a condition of any consent, require prior compliance with the following conditions:

**17.3.1 Standing of Assignee:** the Lessee must prove to the Lessor's reasonable satisfaction that the proposed assignee or sub lessee is responsible and, in the case of an assignment, of sound financial standing;

**17.3.2 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 or grant of the sublease;

**17.3.3 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

**17.3.4 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.

- 17.4 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 or sub lessee.

## **18. LESSOR'S RIGHTS OF ENTRY**



- 18.1 Entry to Land by Lessor:** 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 or the Lessee's Improvements to:

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- 18.1.1 Inspect Land:** inspect the condition and state of repair of the Land or the Lessee's Improvements; or
- 18.1.2 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.
- 18.2 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 18.1.
- .19. 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 the Lessee's Improvements without interruption by the Lessor or any person claiming under the Lessor.
- 20. DEFAULT**
- 20.1 Re-Entry:** The Lessor may re-enter the Land and the Lessee's Improvements and terminate this lease if the Lessee:
- 20.1.1 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;
- 20.1.2 Failure to Perform:** fails for a period of 14 days to observe or perform any other obligation under this lease;
- 20.1.3 Winding up:** is wound up or dissolved.
- 20.2 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.
- 21. ESSENTIAL TERMS**
- 21.1 Essential Terms:** The Lessee's breach of the following terms is a breach of an essential term of this lease:
- 21.1.1 Payment of Rent:** the covenant to pay rent or other money payable by the Lessee under this lease;
- 21.1.2 Assignment and Subleasing:** the terms dealing with assignment and subleasing; or
- 21.1.3 Use of Land and Building:** the terms restricting the use of the Land and Building.
- 21.2 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.

  
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- 21.3 **Compensation:** 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. COMPENSATION

- 22.1 **Lessee's Acts or Omissions:** If any act or omission of the Lessee:

22.1.1 **Repudiation:** is a repudiation of this lease or of the Lessee's obligations under this lease; or

22.1.2 **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.

- 22.2 **Entitlement:** The Lessor's entitlement to recover damages will not be affected or limited by:

22.2.1 **Abandonment:** the Lessee abandoning or vacating the Land;

22.2.2 **Re-entry or Termination:** the Lessor electing to re-enter or to terminate this lease;

22.2.3 **Acceptance of Repudiation:** the Lessor accepting the Lessee's repudiation; or

22.2.4 **Surrender:** the parties' conduct constituting a surrender by operation of law.

- 22.3 **Legal Proceedings:** The Lessor may bring legal proceedings against the Lessee claiming damages for the entire Term including the periods before and after:

22.3.1 **Land Vacated:** the Lessee has vacated the Land; and

22.3.2 **Abandonment, etc:** the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in clause 22.2;

whether the proceedings are instituted before or after that conduct.

- 22.4 **Mitigation of Damages:** If the Lessee vacates the Land, whether with or without the Lessor's consent, the Lessor must take reasonable steps to:

22.4.1 **Mitigate Damages:** mitigate the Lessor's damages; and

22.4.2 **Lease Land:** endeavour to lease the Land 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.

## 23. 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:

- 23.1 **Waiver of Breach:** the same breach on any later occasion; or

23.2 **Waiver of Obligations:** any other obligations in this lease.

24. **INDEMNITY**

24.1 **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.

24.2 **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.

24.3 **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.

25. **RESOLUTION OF DISPUTES**

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

25.1.1 **Interpretation:** the interpretation of this lease;

25.1.2 **Matters Arising:** anything contained in or arising out of this lease;

25.1.3 **Rights, Liabilities or Duties:** the rights, liabilities or duties of the Lessor or Lessee; or

25.1.4 **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);

Will be referred to the arbitration of a single arbitrator under the Arbitration Act 1996.

25.2 **Arbitrator:** The parties must try to agree on the arbitrator. If they cannot agree, 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 arbitrator.

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

26. **NOTICES**

26.1 **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:

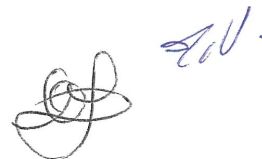
26.1.1 **Property Law Act:** in the manner authorised by sections 352-361 of the Property Law Act 2007; or

26.1.2 **Facsimile:** by facsimile.

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

26.2.1 **Attorney, etc:** any attorney, officer, employee or solicitor for the party serving or giving the notice; or

26.2.2 **Authorised Person:** the party serving the notice or any other person authorised by that party.



**27. 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.

**28. 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.

**29. LESSOR'S CONSENT**

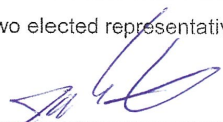
Where the Lessor's consent is required under this lease then it is required for each occasion even if the Lessor has given consent for the same or a similar purpose on an earlier occasion.

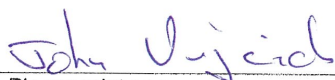
**30. CONTINUED OPERATION OF CLAUSES:**

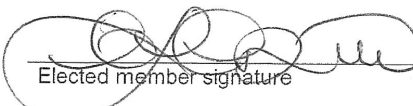
The provisions of clauses 20, 25 and 26 shall operate and have effect notwithstanding that this lease may have expired or been terminated.


**EXECUTED AS A DEED**

Executed for and on behalf of the  
**FAR NORTH DISTRICT COUNCIL**  
by two elected representatives

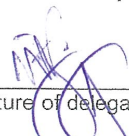
  
\_\_\_\_\_  
Elected member signature

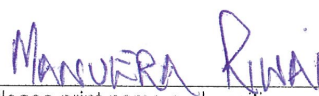
  
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Elected member signature


  
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Please print name

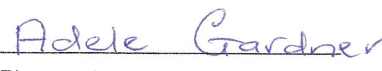
Executed for and on behalf of the  
**AUPOURI NGATI KAHU-TE  
RARAWA TRUST** as the umbrella  
organisation for **Open the Curtains**

  
\_\_\_\_\_  
Signature of delegated person

  
\_\_\_\_\_  
Please print name and position  
25/09/18

In the presence of:

  
\_\_\_\_\_  
Signature



  
\_\_\_\_\_  
Please print name and occupation  
25/09/18

MR

## SCHEDULE 1

<b>Lessor:</b>	<b>Far North District Council</b>
<b>Lessor's Address</b>	Private Bag 752, Kaikohe
<b>Lessee:</b>	<b>Aupouri Ngatikahu-Te Rarawa Trust (274324)</b> as the umbrella organisation for <b>Open the Curtains</b>
<b>Registered Offices</b>	<b>Aupouri Ngatikahu-Te Rarawa Trust</b>  332 Quarry Road, Awanui
<b>Lessee's Postal Address</b>	332 Quarry Road, Awanui
<b>And</b>	<b>Open the Curtains</b> , 60 North Road, Awanui
<b>Land</b>	Part Old Land Claim No.7 contained in CFR NA530/132 shown as Recreation Reserve on Deeds Plan 108 and shown outlined on the plan annexed hereto (Appendix 1)
<b>Building</b>	Concrete amenity block with a corrugated iron roof containing changing rooms and toilets and shown marked 'X' on the plan annexed hereto (Appendix 1)
<b>Commencement Date</b>	1 September 2018
<b>Termination Date</b>	31 August 2023
<b>Final Expiry Date</b>	31 August 2028
<b>Initial Term</b>	Five (5) years
<b>Renewal Term(s)</b>	Five (5) years
<b>Annual Rent</b>	\$100 per annum plus GST
<b>Rent Payment Dates</b>	On or before 1 September of each year
<b>Rent Review Date(s)</b>	On renewal
<b>Permitted Use of Land</b>	Proposed playground/park, exercise track with work stations, field for sport and recreational activities, basketball court, fruit forest and designated native planting of trees, marakai gardens (community gardens) and a water pad.
<b>Public Liability Insurance</b>	\$5,000,000.00
<b>Default Rate:</b>	14% per annum

Tangonge Domain – Aupouri Ngatikahu Te Rarawa Trust for Open the Curtains 2017

   
14  
M.R.



# APPENDIX 1



**SCHEDULE 2**  
OTC Operational Management Plan

Tangonge Domain – Aupouri Ngatikahu Te Rarawa Trust for Open the Curtains 2017

15

A handwritten signature in blue ink, consisting of a series of loops and a trailing line.A handwritten signature in blue ink, consisting of the letters 'J.R.' followed by a small flourish.



### **Operational Management Plan by OTC**

This document is a basic operational plan for the Tangonge Park community-led project on Tangonge Domain Recreation Reserve and explains how OTC will manage its responsibilities under the Lease. A plan of the Tangonge Park facility is shown on the attached 'Bonnets Road Park Plan'.

#### **Lawns:**

Tangonge Park will have approximately 1.5 acres of grass to be mowed regularly and will be OTC's responsibility. OTC have a contractor to do the lawns and will mow smaller sections using their own mowing gear. Funds for this will come from our annual Fight The P event.

#### **Toilets:**

OTC will employ a local contractor to open and maintain the hygiene and cleanliness of the Park Toilets located in the old soccer shed. The toilets will only be available when OTC are holding events. Funds for this will come from our annual Fight The P event.

#### **Existing Building:**

OTC will maintain cleanliness and appearance of the building. OTC wish to use lottery funding to develop the existing building for community use. Lottery funding will pay for renovations and OTC will use funds from Fight The P to pay for power and upkeep and maintenance of the building.

#### **Gardens:**

OTC will use volunteers to maintain the Mara kai gardens, fruit tree area and basic weeding and spraying to keep the park tidy. OTC have a collaboration with Corrections who can employ there community hours teams to the project to help keep the park clean. OTC will use Northland waste another collaborative partner to remove rubbish.

#### **Drains:**

OTC have support from community corrections Norm Popata who will provide working groups on community sentences to help maintain the drains once they have been cleaned.

#### **Kids Playground, walking track and basketball court:**

OTC will work with council to satisfy the same policy as council regarding health and safety around children's playgrounds, walking track and the basketball court. Both areas will be monitored and regulated against council's policy around play areas.

#### **Operational costs to be met through:**

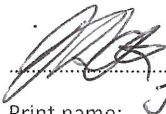
1. OTC will hold an annual fundraising event Fight The P to raise funds for operational costs. The annual event expects to raise \$15,000.00 that will cover the annual expected costs.



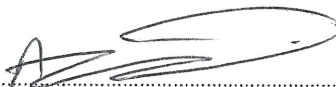
2. OTC will apply for \$5,000 COGS funding that will enable them to support the annual project costs.
3. OTC will apply to the FNDC when funds for community facilities or any other funds available for the park arise.
4. OTC have been successful in raising \$20,000 for a feasibility study to be completed on the existing building. The study will pave the way for OTC to then apply for a full renovation and development of the building in Jan 2019.

Open The Curtains will endeavour to source funds from all available resources possible before discussing needs with FNDC. The FNDC will work with OTC to prepare them for available funding for community projects such as the Tangonge Park project.

Signed on behalf of Open The Curtains

  
 Print name: JASON RETI  
 Position: Community Initiatives Manager  
 Date: 25/9/18

Signed on behalf of the Far North District Council

  
 Print name: A-C-FINCH  
 Position: GM JAN  
 Date: 4 October 2018

 JR.



## 7.2 GROUND LEASE TO DOUBTLESS BAY SEA SCOUTS - EAST STREET TAIPA

**File Number:** A4254025

**Author:** Michelle Rockell, Team Leader - Property Management

**Authoriser:** Kevin Johnson, Group Manager - Delivery and Operations

### TAKE PŪRONGO / PURPOSE OF THE REPORT

To seek the Te Hiku Community Board recommendation to initiation public consultation on the granting of a new ground lease over recreation reserve, under Section 54 Reserves Act 1977 for a portion of Part Allot 5 PSH OF Taipa, 10 East Street, Taipa to Scouts Aotearoa.

### WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY

- Doubtless Bay Sea Scouts Group (DBSSG), operating under the Scouts Aotearoa umbrella, have been established at 10 East Street, Taipa since May 1991.
- October 2022 DBSSG formally requested a new lease.
- There is no existing Reserve Management Plan for Taipa Sports Ground.
- The Reserves Act 1977 requires public consultation on the issuing of a lease over a Recreation Reserve when no Reserve management plan is in place.

### TŪTOHUNGA / RECOMMENDATION

**That the Te Hiku Community Board:**

- a) **recommends to Council that the public consultation process is commenced on the granting of a new ground lease to Scouts Aotearoa over part of the Recreation Reserve being approximately 860 square metres of Part Allot 5 PSH OF Taipa, held in New Zealand Gazette 1984 page 104.**

**The terms of the proposed lease shall be:**

**Term: 15 Years (5+5+5)**

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

- **\$113 plus GST for 2022/23 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.**

### 1) TĀHUHU KŌRERO / BACKGROUND

Taipa Recreation Reserve is vested in Council and has been partly occupied by DBSSG, operating under the Scouts Aotearoa umbrella, since 1991 and maintain their leased area and building to a high standard.

DBSSG occupy the site in conjunction with Taipa Plunket Clinic, Doubtless Bay Squash Racket Club and Eastern United Rugby Football Club.

In October 2022, Scouts Aotearoa approached Council formally seeking a new lease.

DGSSG is a well-established group with 87 years of service to the local community, providing young people with the ability to foster development in physical, emotional, spiritual and mental aspects through the provision of safe and nurturing environments. Their purpose is to empower young people from ages 5 to 26 to lead lives that make a positive difference, both to themselves and their community.

The longevity of the scout group at this site reinforces the valuable service DBSSG provides to the community of Taipa and surrounding localities.

## **2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS**

As per the Reserves Act 1977 section 54, public consultation is required on the granting of a lease over recreation reserve.

### **Public Notification**

Sections 119 and 120 of the Act require that before granting a lease the proposal must be publicly notified and all submissions/objections to the proposal are to be in writing and where requested, a submitter must be given the opportunity to appear before Council or a committee of Council, to speak to their objection/submission. Every submission/objection in relation to the proposal must be considered before proceeding with the proposal.

### **Council delegations: the role of the Board vs the role of the Council**

Council's delegations to Community Boards authorise the Boards 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.

The Te Hiku Community Board is therefore now required to make a recommendation to Council in respect of the proposal.

The options available for this site are:

#### **Option 1: Recommended**

- a) recommends to Council that the public consultation process is commenced on the granting of a new ground lease to Scouts Aotearoa over part of the Recreation Reserve being approximately 860 square metres of Part Allot 5 PSH OF Taipa, held in New Zealand Gazette 1984 page 104.

The terms of the proposed lease shall be:

Term: 15 Years (5+5+5)

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

- \$113 plus GST for 2022/23 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.

Option 1 will allow DBSSG to continue providing their service to the community.

#### **Option 2:**

- a. Decline DBSSG's request for a new lease
- b. ask DBSSG to remove the existing building and associated assets from the reserve and reinstate the recreation reserve at their cost.

## **TAKE TŪTOHUNGA / REASON FOR THE RECOMMENDATION**

DBSSG provide a beneficial service to the community and requiring them to vacate the land will be detrimental to the whānau and tamariki of the area.

As per the FNDC Parks and Reserves Policy 2022, Council can grant exclusive leases to part or all of a reserve for a maximum term of 15 years with a further right of renewal for 15 years if it deems such terms to be appropriate.

Public Notice is a statutory requirement under Reserves Act for the leasing of a Recreation Reserve.

Public consultation will enable Council to assess the community's engagement with the DBSSG proposal. Public consultation gives the community the opportunity to put forward alternative options for the occupation of the building and/or the use of the site.

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

The lease will provide for the lessee to continue to be responsible for all ongoing maintenance of the associated green space.

The lease will provide for the lessee to be responsible for the payment of all utility charges, rates and insurances.

Should a lease not be provided to DBSSG and the land reinstated to reserve, Council will become responsible for any ongoing maintenance of the site, placing more pressure on the reserves maintenance budget.

### **ĀPITI HANGA / ATTACHMENTS**

1. Doubtless Bay Sea Scouts - Consultation on a request for lease - A4267140 [↓](#) 

## 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 <a href="#">Council's Significance and Engagement Policy</a>	Medium
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the LTP) that relate to this decision.	FNDC Reserves Policy: The Policy supports a long-term lease being offered to community orientated groups wanting a permanent base.  The Reserves Act 1977: Section 119 and 120 require that public consultation be initiated prior to the granting of a lease
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.	Delegation to the relevant Community Board 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.
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.	Far North District Council recognises the significant role of tangata whenua as set out in the Working with Māori chapter in the Long-Term Plan 2021-2031. It is important to notify tangata whenua in the Taipa locality of the lease proposal prior to the public consultation. Te Hono was approached to provide advice on who the main contacts were in the first instance. A letter (attachment A) was sent via email to Ngati Kahu Co-Chief Executive Officers to inform them of the requested lease. At the time of writing this report a response has not been received. When this lease goes for public consultation, the information will be redistributed to Ngati Kahu Co-Chief Executives Officers to seek feedback as part of the public consultation process.
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).	Public consultation and Iwi consultation will be progressed as per the Reserves Act 1977 and the FNDC Engagement Policy. This will allow us to identify any people or groups who may be affected or have interest in the matter.



State the financial implications and where budgetary provisions have been made to support this decision.	All upgrade and maintenance costs fall to the lessee. The appropriate community rent for the land is set by the FNDC Fees Charges Policy.
Chief Financial Officer review.	The Chief Financial Officer has reviewed this report.

22<sup>nd</sup> June 2023

Tēnā koe

We are contacting you to notify you of the requested lease and invite iwi and hapū feedback on the proposed lease.

Doubtless Bay Sea Scouts, operating under the Scouts Aotearoa umbrella, have been operating from 10 East Street, Taipa, since 1991. They form part of the world's largest non-formal education institution, serving over 13,000 young people over New Zealand.

The team at Doubtless Bay Sea Scouts are committed to empowering young people through adventurous experiences to lead lives that make a positive difference. They have approached Council and requested a ground lease over Recreation Reserve to be able to continue to provide these amazing services to the tamariki of the Taipa and surrounding areas.

The proposed lease term is 15 years with a right of renewal for a further 15 years, for a total of 30 years.

The process for entering a lease on a Recreation Reserve requires public consultation – this will occur pending Council approval via the FNDC website and newspaper articles. However, we feel it is important to notify Iwi/hapū in the Taipa locality of the lease proposal prior to the consultation.

If you would like further information, have any questions or want to share feedback, please do not hesitate to get in contact. If you would like to discuss this proposal further, we would be happy to meet with you.

Yours sincerely,



Rochelle Deane  
(Acting) Group Manager – Delivery & Operations

### 7.3 ALFRESCO DINING APPLICATIONS

**File Number:** A4270344

**Author:** Christina Rosenthal, Team Leader - Environmental Health Services

**Authoriser:** Kevin Johnson, Group Manager - Delivery and Operations

#### TAKE PŪRONGO / PURPOSE OF THE REPORT

To allow the Te Hiku Community Board the ability to provide comment on the renewal alfresco dining applications from:

Jesse's on the Waterfront Café & Bar

Beach Box Coffee and Gelato and

Mussel Rock Café & Bar which will assist with the final decision on the renewal applications.

#### WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY

Jesse's on the Waterfront Café & Bar, Beach Box Coffee and Gelato and Mussel Rock Café & Bar have renewed their alfresco dining approvals and paid the necessary application fees.

The Te Hiku Community Board has delegation over activities on reserves and can comment on alfresco dining applications.

#### TŪTOHUNGA / RECOMMENDATION

**That the Te Hiku Community Board:**

- a) Pursuant to the Council resolution passed on 30 June 2022, provide comment on the renewal of alfresco dining approval applications from Jesse's on the Waterfront Café & Bar, Beach Box Coffee and Gelato and Mussel Rock Café & Bar to assist with the final decision on the renewal applications.

#### 1) TĀHUHU KŌRERO / BACKGROUND

On the 30 June 2022, Council passed a resolution that delegates authority to Community Boards to comment on alfresco dining applications.

Prior to 30 June 2022, alfresco dining applications were assessed against the "Alfresco Dining Policy 2014", and only applications that were declined were considered by the relevant Community Board. This Policy was revoked by Council on 30 June 2022.

On 19 May 2022, Council adopted the "Road Use Bylaw 2022". The purpose of this bylaw is to regulate or control the use of roads and adjoining land by –

- (a) vehicles; and
- (b) stands, stalls or mobile shops; and
- (c) animals; and
- (d) structures, vegetation or other things that may affect road safety or the environment.

Part 4, clause 13 of the "Road Use Bylaw 2022" requires a person to obtain written approval from Council to allow them to occupy any part of a road with structures for providing food or beverage services.

Part 7 of the "Road Use Bylaw 2022" outlines the application, assessment and approval process. In particular, clause 20 outlines the conditions that can be imposed on all approvals granted under Part 7 of the Bylaw.

Alfresco dining approvals expire 30 June each year. Approval holders are required to renew their approval before it expires each year. If an approval holder renews their approval before the approval

expires, their approval will continue to have effect until such time a decision is made on the renewal application.

At present there are 20 alfresco dining approval holders. Of these, 4 are held within the Te Hiku area.

The following table provides a list of all current alfresco dining approval holders:

	Approval Number	Description	Expiry	Ward
1	ALF-96	Burger Fiasco	2023	Bay of Islands-Whangaroa
2	ALF-93	29 THE STRAND LIMITED T/A SEASIDE	2023	Bay of Islands-Whangaroa
3	ALF-92	25 The Strand, Russell T/A Butterfish Limited	2023	Bay of Islands-Whangaroa
4	ALF-83	Konnie's Kafe Limited	2023	Bay of Islands-Whangaroa
5	ALF-65	KERIKERI LUNCHBOX	2023	Bay of Islands-Whangaroa
6	ALF-63	AVO SUSHI	2023	Bay of Islands-Whangaroa
7	ALF-50	SUSHI GALLERY	2023	Bay of Islands-Whangaroa
8	ALF-49	DUKE OF MARLBOROUGH BUSINESS LIMITED	2023	Bay of Islands-Whangaroa
9	ALF-48	CC'S CAFE CINEMA	2023	Bay of Islands-Whangaroa
10	ALF-39	THE GABLES RESTAURANT	2023	Bay of Islands-Whangaroa
11	ALF-37	JIMMY JACKS RIB SHACK	2023	Bay of Islands-Whangaroa
12	ALF-3	FISHBONE CAFE	2023	Bay of Islands-Whangaroa
13	ALF-98	Letz Café	2023	Bay of Islands-Whangaroa
14	ALF-102	Spice Grill	2023	Bay of Islands-Whangaroa
15	ALF-88	Kaikohe Bakehouse Cafe	2023	Kaikohe-Hokianga
16	ALF-99	A New Era Cafe	2023	Kaikohe-Hokianga
17	ALF-97	Awanui Hotel	2023	Te Hiku
18	ALF-68	Mussel Rock Cafe and Bar	2023	Te Hiku
19	ALF-100	Jesse's on the Waterfront Café & Bar	2023	Te Hiku
20	ALF-85	Beach Box Coffee and Gelato	2023	Te Hiku

### The Awanui Hotel

The Awanui Hotel has decided not to renew their alfresco dining approval. The Awanui Hotel will apply for approval in the future should they decide to occupy public space for the purpose of alfresco dining.

### Mussel Rock Café & Bar renewal of Alfresco Dining Approval

Mussel Rock Café & Bar have applied to renew their alfresco dining approval and paid the necessary application fee of \$417. Mussel Rock Café & Bar have current approval to occupy an area of public land which measures approximately 36.4m<sup>2</sup> (7 x 5.2m). Within this area they have approval to place four tables with chairs for the purpose of alfresco dining.



The operator has complied with their approval conditions and no complaints have been filed with Council in regard to their approval which expired 30 June 2023.

A copy of the draft alfresco dining renewal approval for the approval period 1 July 2023 – 30 June 2024 can be found at Attachment A.

#### Jesse's on the Waterfront Café & Bar renewal of Alfresco Dining Approval

Jesse's on the Waterfront Café & Bar have applied to renew their alfresco dining approval and paid the necessary application fee of \$474. Jesse's on the Waterfront Café & Bar have current approval to occupy an area of public land which measures approximately 30m<sup>2</sup> (two separate areas measuring 5 x 3m in each space).

Within this area they have approval to place five tables with chairs for the purpose of alfresco dining.

The operator has complied with their approval conditions and no complaints have been filed with Council in regard to their approval which expired 30 June 2023.



A copy of the draft alfresco dining renewal approval for the approval period 1 July 2023 – 30 June 2024 can be found at Attachment B.

#### Beach Box Coffee and Gelato renewal of Alfresco Dining Approval

Beach Box Coffee and Gelato have applied to renew their alfresco dining approval and paid the necessary application fee of \$474. Beach Box Coffee and Gelato have current approval to occupy an area of public land which measures approximately 70m<sup>2</sup> (10 x 7m).

Within this area they have approval to place five tables with chairs for the purpose of alfresco dining.

The operator has complied with their approval conditions and no complaints have been filed with Council in regard to their approval which expired 30 June 2023.



A copy of the draft alfresco dining renewal approval for the approval period 1 July 2023 – 30 June 2024 can be found at Attachment C.

## 2) MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS

On 30 June 2022, Council delegated to Community Board authority to comment on alfresco dining applications.

The following option proposed for the Te Hiku Community Board to consider in regard to the renewal of alfresco dining approval:

Option No.	Option Description	Advantages	Disadvantages
1	Provide comment on the alfresco dining renewal approval applications from Jesse's on the Waterfront Café & Bar, Mussel Rock Café & Bar and Beach Box Coffee and Gelato which includes conditions as per Attachments A-C.	Applications comply with the "Road Use Bylaw 2022".	There are no disadvantages.

## TAKE TŪTOHUNGA / REASON FOR THE RECOMMENDATION

There is only one option to enable the Te Hiku Community Board to provide comment on the renewal of alfresco dining approval which will contribute towards the final decision on the renewal applications.

## 3) 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. The applicants have paid the required application fee for the renewal of alfresco dining approval.

## ĀPITIHINGA / ATTACHMENTS

1. Attachment A - Draft Approval ALF68 Mussel Rock Cafe and Bar - A4272108 [↓](#)
2. Attachment B - Draft Approval ALF100 Jesses on the Waterfront - A4272109 [↓](#)
3. Attachment C - Draft Approval ALF85 Beach Box Coffee and Gelato - A4272107 [↓](#)



## 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 <a href="#">Council's Significance and Engagement Policy</a>	<p>The Alfresco Dining Policy 2014 was revoked on 30 June 2022. Regulation of alfresco dining is outlined in the Road Use Bylaw 2022.</p> <p>The rules around approvals for alfresco dining are essentially unchanged, and therefore the level of significance for the recommendation to comment on the renewal of alfresco dining applications from Jesse's on the Waterfront Café &amp; Bar, Mussel Rock Café &amp; Bar and Beach Box Coffee and Gelato is considered low.</p>
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the LTP) that relate to this decision.	2022 – Part 4 clause 13 and Part 7.
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.	The Te Hiku Community Board have delegation over activities on reserves but also has delegation to comment on alfresco dining applications.
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.	<p>Māori had an opportunity to contribute during the consultation process on the new Road Use Bylaw 2022.</p> <p>The Road Use Bylaw 2022 was adopted on 19 May 2022.</p>
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).	Regulation of alfresco dining is of relevance to hospitality businesses, their employees, and all community members and visitors to the Far North District. However, the rules around licenses for alfresco dining have not changed in their effect, and therefore the level of significance of this decision is low.
State the financial implications and where budgetary provisions have been made to support this decision.	There are no financial implications to this decision.



Chief Financial Officer review.	The Chief Financial Officer has reviewed this report.
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## ALFRESCO DINING APPROVAL

Alfresco Dining Approval to occupy a public space, pursuant to Council's "Road Use Bylaw 2022". This approval is granted under delegated authority to the Licensee for the purposes scheduled below under any conditions stated.

**Licensee:** Catherine Anne Hobson and Jeffrey Arnold Hobson

**Registration of :** Mussel Rock Café & Bar

**Site Address:** 75 Commerce Street, Kaitaia 0410

**Approval Number:** ALF-68

Unless sooner surrendered or revoked this licence shall remain in force until **30 June 2024**.

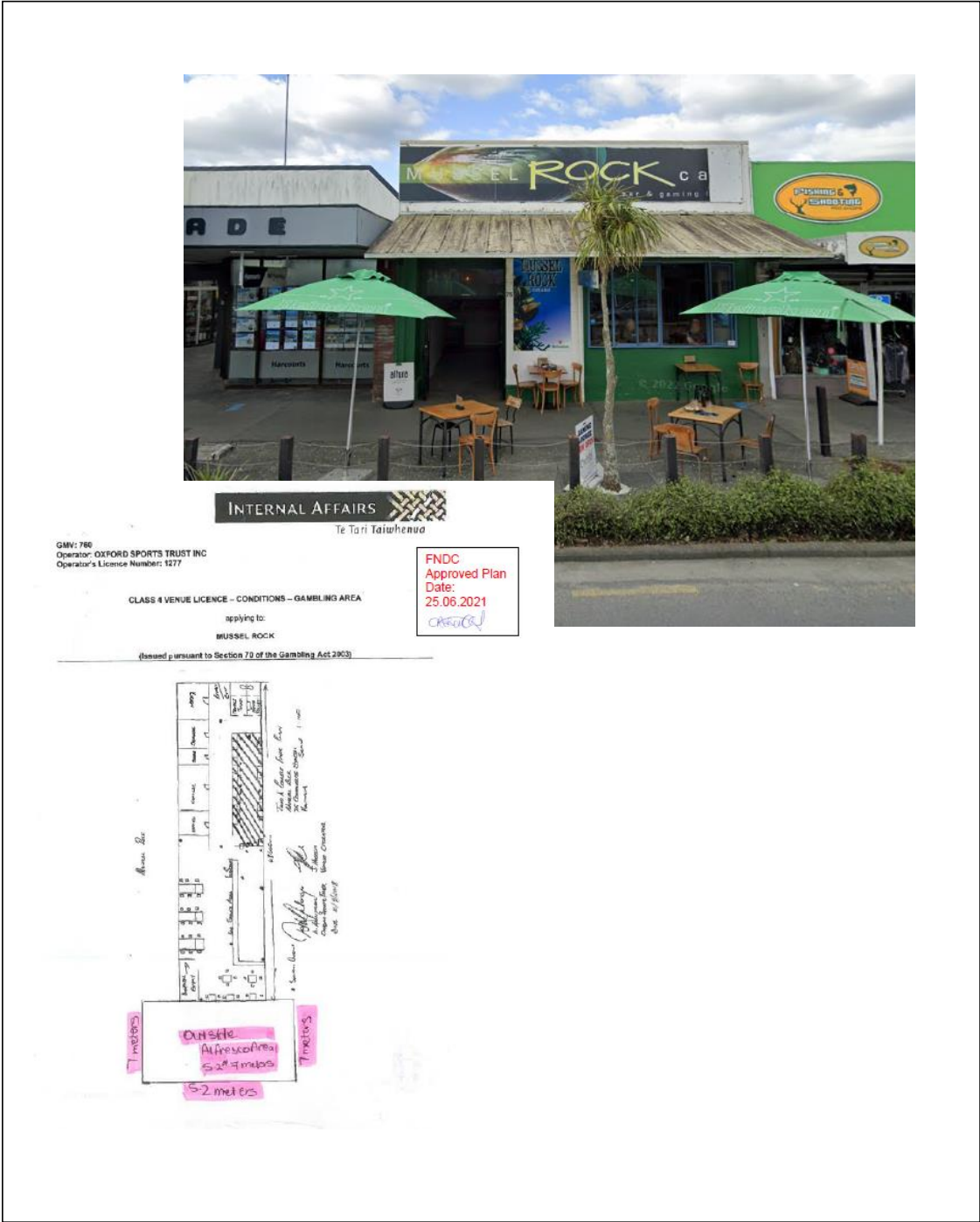
.....  
Signed on behalf of the Far North District Council

**This approval allows the Licensee to occupy the public space in the designated area shown on the attached plan and on the following conditions:**

### CONDITIONS:

1	Annual inspection is required. Approval and approved plan must be on display at all times of trading. <b>Approval is for 4 tables with chairs.</b>
2	Trading is limited to the area designated on the approved plan; the Licensee is required to remove all items used for alfresco dining by 10pm each day unless otherwise specified in writing
3	The maximum area in which the extended operation can take place must leave a minimum of 1.5 metres clear access for pedestrian traffic and must maintain both pedestrian and vehicular traffic flow in a sensible and safe manner. Patrons will not allow guide dogs, prams, or personal items to obstruct the walkway zone
4	If you are serving alcohol in the alfresco dining area for which this approval pertains to, you cannot serve alcohol in the designated area unless your alcohol licence includes the designated area. The Alfresco dining approval does not override your responsibilities under the Sale & Supply of Alcohol Act 2012
5	The designated area and facilities provided must be cleaned and maintained to a standard acceptable to Council
6	The Council accepts no responsibility for any damage or physical injury caused by the Licensees operation. The Licensee ensures they meet their "a Person Conducting a Business or Undertaking – PCBU" and Health & Safety requirements in particular consideration to safety of their staff and their customers within the public space
7	The activity will not obstruct or interfere with the use of Council Street furniture or rubbish bins. No existing street element or asset may be moved, relocated, or modified without the written consent of Council
8	Where smoking is permitted, each table in an alfresco dining area must be supplied with a windproof ashtray at all times and the business be responsible for the litter generated by patrons. Council promotes the identification of smoking and non-smoking areas within alfresco dining where practical
9	No noise or other disturbance creating a nuisance or causing detriment to the amenity of the neighbourhood in the opinion of Council are allowed
10	No tables or chairs or displays are permitted where the proposed area is adjacent to a bus stop, taxi stand or pedestrian crossing
11	Approval is not transferrable, if there is a change in ownership the new owner must apply for approval
12	The Licensee for which this approval is granted must abide by the direction of authorized Council Officers
13	Council can revoke the approval if any conditions are not being met or any problem cannot be resolved
14	Public liability Insurance of \$500,000 must be carried by the Licensee
15	Owners must comply with their resource consents and other licences (e.g. alcohol licence) and seek at their own expense any additional approvals regarding the extension of their premises. Any approval granted by Council to use public space in accordance with this "Road Use Bylaw 2022" will not automatically imply compliance with any other regulatory issue

ALFRESCO APPROVED PLAN



## ALFRESCO DINING APPROVAL

Alfresco Dining Approval to occupy a public space, pursuant to Council's "Road Use Bylaw 2022". This approval is granted under delegated authority to the Licensee for the purposes scheduled below under any conditions stated.

**Licensee:** Jesse Danny Rogers Pere  
**Registration of :** Jesse's On The Waterfront Café & Bar  
**Site Address:** 1 Thomas Street, Mangonui 0420  
**Approval Number:** ALF-100

Unless sooner surrendered or revoked this licence shall remain in force until **30 June 2024**.

.....  
Signed on behalf of the Far North District Council

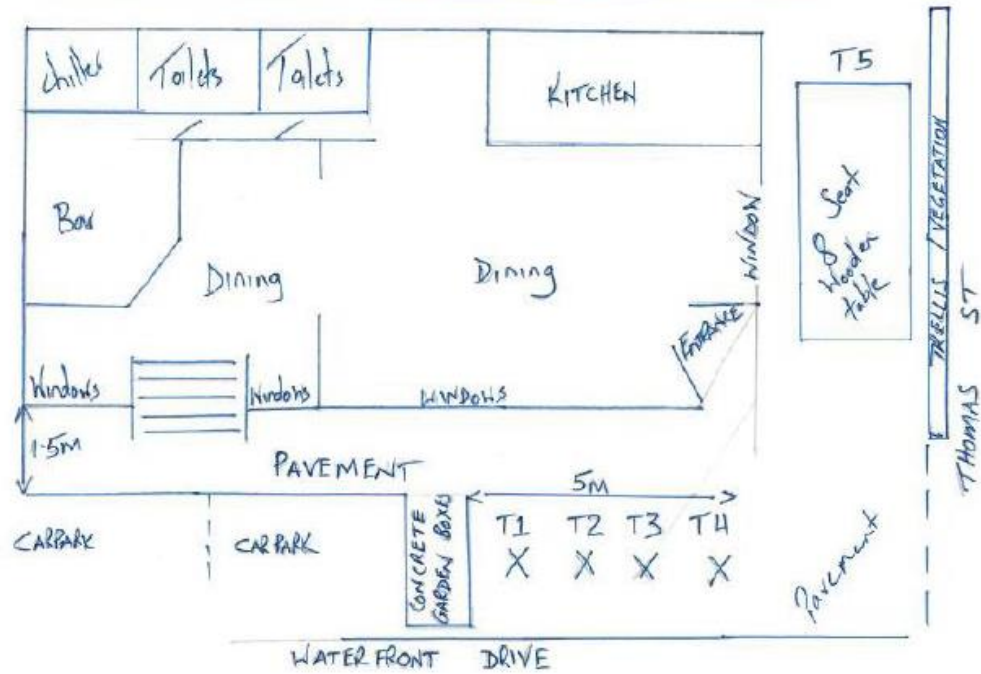
**This approval allows the Licensee to occupy the public space in the designated area shown on the attached plan and on the following conditions:**

### CONDITIONS:

1	Annual inspection is required. Approval and approved plan must be on display at all times of trading. <b>Approval is for 5 tables with chairs.</b>
2	Trading is limited to the area designated on the approved plan; the Licensee is required to remove all items used for alfresco dining by 10pm each day unless otherwise specified in writing
3	The maximum area in which the extended operation can take place must leave a minimum of 1.5 metres clear access for pedestrian traffic and must maintain both pedestrian and vehicular traffic flow in a sensible and safe manner. Patrons will not allow guide dogs, prams, or personal items to obstruct the walkway zone
4	If you are serving alcohol in the alfresco dining area for which this approval pertains to, you cannot serve alcohol in the designated area unless your alcohol licence includes the designated area. The Alfresco dining approval does not override your responsibilities under the Sale & Supply of Alcohol Act 2012
5	The designated area and facilities provided must be cleaned and maintained to a standard acceptable to Council
6	The Council accepts no responsibility for any damage or physical injury caused by the Licensees operation. The Licensee ensures they meet their "a Person Conducting a Business or Undertaking – PCBU" and Health & Safety requirements in particular consideration to safety of their staff and their customers within the public space
7	The activity will not obstruct or interfere with the use of Council Street furniture or rubbish bins. No existing street element or asset may be moved, relocated, or modified without the written consent of Council
8	Where smoking is permitted, each table in an alfresco dining area must be supplied with a windproof ashtray at all times and the business be responsible for the litter generated by patrons. Council promotes the identification of smoking and non-smoking areas within alfresco dining where practical
9	No noise or other disturbance creating a nuisance or causing detriment to the amenity of the neighbourhood in the opinion of Council are allowed
10	No tables or chairs or displays are permitted where the proposed area is adjacent to a bus stop, taxi stand or pedestrian crossing
11	Approval is not transferrable, if there is a change in ownership the new owner must apply for approval
12	The Licensee for which this approval is granted must abide by the direction of authorized Council Officers
13	Council can revoke the approval if any conditions are not being met or any problem cannot be resolved
14	Public liability Insurance of \$500,000 must be carried by the Licensee
15	Owners must comply with their resource consents and other licences (e.g. alcohol licence) and seek at their own expense any additional approvals regarding the extension of their premises. Any approval granted by Council to use public space in accordance with this "Road Use Bylaw 2022" will not automatically imply compliance with any other regulatory issue

### ALFRESCO APPROVED PLAN

# Jesse's Waterfront Cafe + bar LTD






## ALFRESCO DINING APPROVAL

Alfresco Dining Approval to occupy a public space, pursuant to Council's "Road Use Bylaw 2022". This approval is granted under delegated authority to the Licensee for the purposes scheduled below under any conditions stated.

**Licensee:** Beachbox Limited  
**Registration of :** Beach Box Coffee and Gelato  
**Site Address:** 31 Coopers Drive, Coopers Beach 0420  
**Approval Number:** ALF-85

Unless sooner surrendered or revoked this licence shall remain in force until **30 June 2024**.

  
.....  
Signed on behalf of the Far North District Council

**This approval allows the Licensee to occupy the public space in the designated area shown on the attached plan and on the following conditions:**

### CONDITIONS:

1	Annual inspection is required. Approval and approved plan must be on display at all times of trading.
2	Trading is limited to the designated area; As per the Te Hiku Community Board resolution passed on 16 August 2022, the Licensee has approval to keep the furniture out in the designated area at all times. <b>Approval is for five tables with chairs.</b>
3	The maximum area in which the extended operation can take place must comply with the approved plan and its designated area
4	If you are serving alcohol in the alfresco dining area for which this approval pertains to, you cannot serve alcohol in the designated area unless your alcohol licence includes the designated area. The Alfresco dining approval does not override your responsibilities under the Sale & Supply of Alcohol Act 2012
5	The designated area and facilities provided must be cleaned and maintained to a standard acceptable to Council
6	The Council accepts no responsibility for any damage or physical injury caused by the Licensees operation. The Licensee ensures they meet their "a Person Conducting a Business or Undertaking – PCBU" and Health & Safety requirements in particular consideration to safety of their staff and their customers within the public space
7	As per the Te Hiku Community Board resolution passed on 16 August 2022, The Licensee has approval to demarcate the designated area with planter boxes
8	If approval is revoked the Licensee is required to make good and return the land to its original state it was in prior to the issue of this approval.
9	No noise or other disturbance creating a nuisance or causing detriment to the amenity of the neighbourhood in the opinion of Council are allowed
10	As per the Te Hiku Community Board resolution passed on 16 August 2022, The Licensee has approval to install 40m2 of temporary artificial turf in the designated area
11	Approval is not transferrable, if there is a change in ownership the new owner must apply for approval
12	The Licensee for which this approval is granted must abide by the direction of authorized Council Officers
13	Council can revoke the approval if any conditions are not being met or any problem cannot be resolved
14	Public liability Insurance of \$500,000 must be carried by the Licensee
15	Owners must comply with their resource consents and other licences (e.g. alcohol licence) and seek at their own expense any additional approvals regarding the extension of their premises. Any approval granted by Council to use public space in accordance with this "Road Use Bylaw 2022" will not automatically imply compliance with any other regulatory issue

## ALFRESCO APPROVED PLAN





## 7.4 FUNDING APPLICATIONS

File Number: A4294308

Author: Kathryn Trewin, Funding Advisor

Authoriser: Scott May, Manager - Stakeholder Relationships

### TAKE PŪRONGO / PURPOSE OF THE REPORT

This report summarises applications for the Local Community Grant funding to enable the Te Hiku Community Board to determine which application/s will receive funding at the July 2023 meeting.

### WHAKARĀPOPOTO MATUA / EXECUTIVE SUMMARY

- Three applications were received for funding, requesting a total of \$69,883
- The Community Board has **\$145,016.56** available in **Community Grant** Funding for the 2023/24 financial year.
- The Community Board has **\$139,539.38** in **Placemaking** Funding for the 2023/24 financial year.
- In June 2022, \$2000 was set aside for the removal of the monkey apple tree at Coopers Beach. This funding was not used and it is recommended the resolution be rescinded and the funding returned to the Community Board for reallocation.

#### TŪTOHUNGA / RECOMMENDATION

That Te Hiku Community Board

- a) approves the sum **\$2,500** (plus GST if application) to be paid from the Board's Community Fund account to Kaitaia Sports And Leisure Trust for 2023 Boxing event animal care, to support the following Community Outcomes:
- i) Proud, vibrant communities.
  - ii) Communities that are healthy, safe, connected and sustainable.

#### TŪTOHUNGA / RECOMMENDATION

That Te Hiku Community Board

- b) approves the sum **\$2,500** (plus GST if application) to be paid from the Board's Community Fund account to Taemaro Marae for costs towards the Piri Mokena Tournament, to support the following Community Outcomes:
- i) Proud, vibrant communities.
  - ii) Communities that are healthy, safe, connected and sustainable.

## **TŪTOHUNGA / RECOMMENDATION**

### **That Te Hiku Community Board**

c) approves the sum **\$64,450** (plus GST if application) to be paid from the Board's Placemaking Fund account to Kaitaia Business Association for the following Te Hiku Revitalisation Projects:

- Market Square Stage Backdrop - \$5,561
- Manakai Fence, Awanui - \$19,901
- South Road Pou Repairs - \$10,800
- Commerce St Seating - \$2,255
- Mosaic Tile Removal - \$10,000
- 8 x Cultural Artwork Plinths - \$15,933

to support the following Community Outcomes:

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

## **TŪTOHUNGA / RECOMMENDATION**

### **That Te Hiku Community Board**

d) Rescinds Resolution 2022/52 (i) of 21 June 2022 allocated \$2,000 to fund the removal of a Monkey Apple Tree at the Coopers Beach Shopping centre and directs that these funds be returned to their Community Grant fund for future allocation.

## **1) TĀHUHU KŌRERO / BACKGROUND**

The applications have 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**

<b>Applicant and Project</b>	<b>Requested</b>	<b>Recommend</b>	<b>Comments</b>	<b>Type</b>
Kaitaia Sports and Leisure Trust, Boxing Event	\$2,733	\$2,500	This is an event that has been supported by the Board over the years. It is noted that it is a ticketed event, with ticket prices starting at \$80, but is a fundraiser that is well supported by the local community.	Events

Applicant and Project	Requested	Recommend	Comments	Type
Taemaro Marae, Piri Makena Tournament	\$2,700	\$2,500	This is an event that has been supported by the Board in the past. The applicant has taken previous feedback from the Board and has managed to source funding for uniforms elsewhere. They are seeking assistance for the rugby and netball balls, and costs towards mileage for attendees.	Events
Kaitaia Business Association, Te Hiku Revitalisation projects	\$64,450	\$64,450	The Business Association is requesting funding for: Market Square Stage Backdrop - \$5,561 Manakai Fence, Awanui - \$19,901 South Road Pou Repairs - \$10,800 Commerce St Seating - \$2,255 Mosaic Tile Removal - \$10,000 8 x Cultural Artwork Plinths - \$15,933 This is work that has already been discussed and support indicated by the Board.	Placemaking

### Take Tūtohunga / Reason for the recommendation

The applicant/s is 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 Provision has been made and the grant is allocated in accordance with the Community Grant Policy.

### ĀPITIHINGA / ATTACHMENTS

1. Kaitaia Business Association - A4302526  
2. Kaitaia Sports and Leisure Trust - A4302524  
3. Taemaro Marae Committee - A4302525  

## 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 <a href="#">Council's Significance and Engagement Policy</a>	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.	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.

**Te Hiku Community Grants Fund 2023-2024**  
**Local Grant Application Form**  
**Application No. THCB00001 From Kaitaia Business Association**  
Form Submitted 7 Jul 2023, 4:09PM 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](mailto: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 \***

Kaitaia Business Association



## Contact details

## Purpose of organisation

**Please briefly describe the purpose of the organisation \***

Kaitaia Business Association is a registered Incorporated Society made up of local businesses. It's a 'not for profit' volunteer group which benefits local businesses and the wider community by driving projects.

**Number of Members \***

240

## Project Details

**\* indicates a required field**

### Project Details

Clearly describe the project or event:

**Name of Activity \***

Beautification projects

**Location \***

Kaitaia, Ahipara and Awanui

**Te Hiku Community Grants Fund 2023-2024**  
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**Will there be a charge for the public to attend or participate in the project or event? \***

☐ Yes

☒ No

**Project dates:**

Start Date

End Date:

**Date**

**Date:**

21/08/2023

30/11/2023

Must be a date.

Must be a date.

**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: \***

The entire community including visitors to our area will benefit from these projects listed below:

**MARKET SQUARE STAGE BACKDROP, KAITAIA**

The back of the stage that is against the old warehouse building needs a backdrop. A well known artist who has already made her mark in Kaitaia and Awanui has proposed a concept and price of \$5,561

**MANAKAI FENCE, AWANUI**

At the intersection of SH1 & 10 is currently a fence with advertising boards that looks messy. The proposal is to show off beach views that represent each of our 5 iwi on this fence so its not only attractive but cultural and visually appealing. This will cost \$19,901

**SOUTH ROAD POU REPAIRS, KAITAIA**

To repair the damage that an angry person did to protest against this taonga (mis informed as was not a stake in their land, its a cultural artworks sharing a story of the area) will cost \$12-15,000. We were successful in being awarded \$1200 towards the repairs of this Oronga but require the balance to ensure it is carried out. We are looking for \$10,800 to complete this work.

**COMMERCE ST SEATING, KAITAIA**

As funds have run out in the Te Hiku revitalisation, there are still 2 more seats missing the bright pops of colour with carvings done by Ashley Waitai-Dye that represent our Kaitaia area. The cost to complete this work is \$2,254.29

**REMOVE MOSAIC TILES IN TOWN SQUARE, KAITAIA**

Stonecraft Construction can remove the tiles on the walls at the old Pak'n Save car park for \$10,000 and then they will be incorporated into the new Town Square which is the last milestone for the Te Hiku Revitalisation Project (funded by MBIE/Kanoa) but doesn't include removing the tiles. This is due to the protest Jen Gay and her followers have created in the town to 'save the wall'. The wall is in the centre of the town square plans and needs to be removed so this is to save the art work created by a community 27 years ago.

**Te Hiku Community Grants Fund 2023-2024**  
**Local Grant Application Form**  
**Application No. THCB00001 From Kaitaia Business Association**  
Form Submitted 7 Jul 2023, 4:09PM NZST

**CULTURAL ARTWORK PLINTHS X 8**

Once the Town square waka has been installed we have 8 cultural artworks with amazing korero on the history of each area. If you were not at the unveiling you are mostly unaware of their meaning. We need to install an informational plinth and have researched sturdy, indestructible methods seen elsewhere to ensure they are not stolen or damaged as previous works has been. The cost for the 8 plinths will be \$15,932.96

## Project Cost

**\* indicates a required field**

**Provide a detailed cost 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 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

## Budge

Expenditure	Total Cost	Amount Requested	Quotes
	Must be a dollar amount.	Must be a dollar amount.	

**Te Hiku Community Grants Fund 2023-2024**  
**Local Grant Application Form**  
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Form Submitted 7 Jul 2023, 4:09PM NZST

Stage backdrop	\$5,561.50	\$5,561.50	<p>Filename: 20230425_183949.jpg File size: 2.8 MB</p> <p>Filename: 20230425_184049.jpg File size: 3.0 MB</p> <p>Filename: 20230425_184126.jpg File size: 3.1 MB</p> <p>Filename: Kiri Clark quote for Market Square stage backdrops.pdf File size: 97.9 kB</p>
Manakai Fence	\$19,901.00	\$19,901.00	<p>Filename: 61403-Sizing-2023.pdf File size: 5.2 MB</p> <p>Filename: Quote 23738 - Mana Kai Fence 2023.pdf File size: 220.0 kB</p>
Pou Repairs	\$12,000.00	\$10,800.00	<p>Filename: damaged carving.jpg File size: 833.6 kB</p> <p>Filename: head cut of post.jpg File size: 605.7 kB</p> <p>Filename: photos.docx File size: 768.7 kB</p>
Commerce St Seat	\$2,254.29	\$2,254.29	<p>Filename: High Voltage Quote to complete seats.msg File size: 1.5 MB</p> <p>Filename: plain seat.jpg File size: 12.5 kB</p> <p>Filename: refurb seat.jpg File size: 9.7 kB</p>

**Te Hiku Community Grants Fund 2023-2024**  
**Local Grant Application Form**  
**Application No. THCB00001 From Kaitaia Business Association**  
Form Submitted 7 Jul 2023, 4:09PM NZST

Remove Mosaic Tiles	\$10,000.00	\$10,000.00	Filename: KAITAIA BUSINESS ASSOCIATION - MOSAIC WALL TILE S.pdf File size: 127.6 kB
Cultural Info Plinths	\$15,932.96	\$15,932.96	Filename: Printing.Com quote for plinths 24184 - ACM Panels.pdf File size: 219.9 kB  Filename: Quote QU0536 for plinths for all cultural artworks.pdf File size: 75.2 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? \***

\$65,649

Must be a dollar amount.

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

\$64,449

Must be a dollar amount.

### Financial Information

**\* indicates a required field**

#### Financial Information

**If your organisation registered for GST \***

☒ Yes ☐ No

#### GST Number

**GST Number**

066-987-299

#### Current Funding

**How much money does your organisation currently have? \***

**Te Hiku Community Grants Fund 2023-2024**  
**Local Grant Application Form**  
**Application No. THCB00001 From Kaitaia Business Association**  
Form Submitted 7 Jul 2023, 4:09PM NZST

\$347,352.00

Must be a dollar amount.

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

\$334,000.00

Must be a dollar amount.

## Tagged Funds

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

Purpose	Amount
Kaitaia Master plan - still in progress	\$50,000.00
Resilience Training - business booster courses still in progress	\$209,000.00
Digital Boost Grant training fee	\$10,000.00
CCTV	\$50,000.00
Co-ordinator	\$15,000.00

## Total Tagged Funds

**Total Expenditure Amount**

\$334,000.00

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.	
	\$	
	\$	
	\$	
	\$	

## Previous Funding from FNDC

**Have you previously received funding from FNDC?**

☒ Yes ☐ No



**Te Hiku Community Grants Fund 2023-2024**  
**Local Grant Application Form**  
**Application No. THCB00001 From Kaitaia Business Association**  
Form Submitted 7 Jul 2023, 4:09PM NZST

**Previous Funding from FNDC**

Purpose	Amount	Date	Project Report Submitted
	Must be a dollar amount.	Must be a date.	
Kaitaia Masterplan still in progress	\$120,000.00	15/07/2022	No
CCTV monitoring	\$12,000.00	15/10/2021	Yes
	\$		
	\$		

**Last page**

\* indicates a required field

**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.*

**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.

**Te Hiku Community Grants Fund 2023-2024**  
**Local Grant Application Form**  
**Application No. THCB00001 From Kaitaia Business Association**  
Form Submitted 7 Jul 2023, 4:09PM NZST

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 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.

**Signatures**

## 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](http://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](mailto:funding@fndc.govt.nz) – we're happy to help.
- **Send your completed form** to [funding@fndc.govt.nz](mailto: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
- ☒ Your organisation's business plan (if applicable)
- ☒ If your event is taking place on Council land or road/s, evidence of permission to do so
- ☒ Signed declarations on pgs 5-6 of this form

### Applicant details

Organisation	KAITAIA SPORT AND LEISURE TRUST	Number of Members	4/5
Postal Address			
Physical Address			
Contact Person			
Phone Number			
Email Address			

#### Please briefly describe the purpose of the organisation.

We are a local charitable Trust, who holds an annual sporting event to support individual competitors in sport/education

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health  
Sick

## 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 Sporting Event / Boxing Date 09/09/2023  
Location Te Anau - Karaka Time 5.30pm - 1am.

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

If so, how much? From \$80/\$100/\$110/\$130/\$150 per ticket as per

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

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

Local entrants engage in a sport that gives them an insight into code. Local Boxing Club offers 12 weeks training at no charge for their Community Engagement. Entrant numbers are from 20 to 28. Local community groups are engaged for services and receive a Donation. Local Businesses' benefit, we only use 2 outside Businesses as these services are not available in our region.

This event has gained support over 10 years - 8 in Boxing. It is an 1st Event. Liquor Licence is applied for. We are responsible hosts with systems in place with Health, Police, Security. We have 390 attending as venue depicts this amount with Boxing Ring in venue. The entrants benefit enormously due to fitness levels, personal self esteem. Family support is noticeable and thus leads to a healthy interest in the Sport.

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## 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
<del>Rest/Venue Hire</del> Te Ahu	2382	
Advertising/Promotion	1077	
Facilitator/Professional Fees <sup>2</sup> Security Ambulance	2897	1141.00
Administration (incl. stationery/copying)	4000	
Equipment Hire	32000	
Equipment Purchase (describe) Covers	500	
Boxing Uniforms Red/Blue	1117	1117.00
Utilities Insurance	475	475.00
Hardware (e.g. cement, timber, nails, paint)	500	
Consumable materials (craft supplies, books)		
Refreshments Donated/ water	15000	
Travel/Mileage Judges	1000	
Volunteer Expenses Reimbursement		
Wages/Salary		not applicable
Volunteer Value (\$20/hr)		not applicable
Other (describe) Ambo accomo	1141 2170	
<b>TOTALS</b> Say	65000	2733.00

ambr

<sup>2</sup> 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 119 813 908

How much money does your organisation currently have? \$13,000.00.

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

List the purpose and the amounts of money already tagged or committed (if any): Event start/lead up expenses  
Donation funds

Purpose	Amount
Liquor licence.	+ 207.00.
Stationary	200.00.
Photocopying	200.00.
Boxer gear for Event water, towels etc.	3000.00
wastage. buckets,	300.00
TOTAL approx +5K.	4,907.00

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

Funding Source	Amount	Approved
Oxford Sports Trust. Wng.	5652.67	<input checked="" type="checkbox"/> Yes / Pending
Pub Charity Limited Wellington	3686.95	Yes / <input checked="" type="checkbox"/> 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
Printing, cleaner etc.	3092	2022	<input checked="" type="checkbox"/> Y / N
Printing cleaner Hall Hire	2753	2021	<input checked="" type="checkbox"/> Y / N
	—	2020	<input checked="" type="checkbox"/> Y / N
	—	2019	<input checked="" type="checkbox"/> Y / N

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## Local Grant Application Form



### Privacy Information

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### 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)

KAITIA SPORT and LEISURE 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

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## 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

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**Te Hiku Community Board Grants 2022-2023**  
**Local Grant Application Form**  
**Application No. THCB1122/23 From Taemaro Marae Committee**  
Form Submitted 6 May 2023, 1:12PM 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](mailto: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 \***

Taemaro Marae Committee

**Postal Address \***

**Physical Address \***

**Website**

Must be a URL.

**Facebook page**

<https://www.facebook.com/TaemaroMarae>

## Contact details

## Purpose of organisation

**Please briefly describe the purpose of the organisation \***

Taemaro Marae Committee is the governing organisation for all matters and events relating to the hapu of Ngāti Aukiwa and the papa kāinga of Taemaro

**Number of Members \***

50

## Project Details

**\* indicates a required field**

### Project Details

Clearly describe the project or event:

**Name of Activity \***

Piri Mokena Cup Event

**Location \***

Kaeo Sports ground

**Te Hiku Community Board Grants 2022-2023**  
**Local Grant Application Form**  
**Application No. THCB1122/23 From Taemaro Marae Committee**  
Form Submitted 6 May 2023, 1:12PM NZST

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

☐ Yes

☒ No

**Project dates:**

Start Date

End Date:

**Date**

**Date:**

14/10/2023

15/10/2023

Must be a date.

Must be a date.

**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: \***

The Piri Mokena cup is an annual sports event held at the Kaeo Sports grounds in the middle of October. It is sports event that brings all the whanau and hapu of the Whangaroa region in particular the marae of Ngati Kahu ki Whangaroa. The cup is a great event for participants both those playing in either the rugby or netball teams or spectators. Taemaro marae is one of the 9 marae of Ngati Kahu ki Whangaroa and the main purpose of competing is not to win the cup but to build whanaungatanga between the many whanau that whakapapa back to Kahukuraariki. The sports event is great for building comaraderie and a chance to get physically fit. The Piri Mokena cup is always a highlight on the calendar year for everyone and brings many Pakeha and Maori together on a very positive kaupapa.

**Project Cost**

**Provide a detailed cost 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 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

**Te Hiku Community Board Grants 2022-2023**  
**Local Grant Application Form**  
**Application No. THCB1122/23 From Taemaro Marae Committee**  
Form Submitted 6 May 2023, 1:12PM NZST

**Budge**

<b>Expenditure</b>	<b>Total Cost</b>	<b>Amount Requested</b>	<b>Quotes</b>
	Must be a dollar amount.	Must be a dollar amount.	
Travel	\$2,574.00	\$2,500.00	No files have been uploaded
Refreshments	\$300.00	\$300.00	Filename: 230506 Refreshments costings.jpg File size: 213.9 kB
Sports equipment	\$200.00	\$200.00	Filename: 230506 Netball costings.jpg File size: 197.7 kB Filename: 230506 Rugby ball costings.jpg File size: 161.7 kB
	\$	\$	No files have been uploaded
	\$	\$	No files have been uploaded
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**Te Hiku Community Board Grants 2022-2023**  
**Local Grant Application Form**  
**Application No. THCB1122/23 From Taemaro Marae Committee**  
Form Submitted 6 May 2023, 1:12PM NZST

## Financial Information

**\* indicates a required field**

### Financial Information

**If your organisation registered for GST \***

☐ Yes ☒ No

### Current Funding

**How much money does your organisation currently have? \***

\$190,497.00

Must be a dollar amount.

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

\$190,497.00

Must be a dollar amount.

### Tagged Funds

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

Purpose	Amount
Marae Build	\$190,496.00
	\$
	\$
	\$
	\$

### Total Tagged Funds

**Total Expenditure Amount**

\$190,496.00

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.	
	\$	

**Te Hiku Community Board Grants 2022-2023**  
**Local Grant Application Form**  
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	\$	
	\$	
	\$	
	\$	

### Previous Funding from FNDC

**Have you previously received funding from FNDC?**

☐ Yes ☒ No

### Last page

**\* indicates a required field**

### Privacy Information

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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)

## Te Hiku Community Board Grants 2022-2023

### Local Grant Application Form

Application No. THCB1122/23 From Taemaro Marae Committee

Form Submitted 6 May 2023, 1:12PM NZST

- 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

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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 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.

### **Signatures**

**Te Hiku Community Board Grants 2022-2023**  
**Local Grant Application Form**  
**Application No. THCB1122/23 From Taemaro Marae Committee**  
Form Submitted 6 May 2023, 1:12PM NZST

**Date**

06/05/2023

Must be a date.

**Date**

06/05/2023

Must be a date.

**Funding Application – Taemaro Marae Committee**

**Schedule of Supporting Documentation**

<b>Document</b>	<b>Title</b>
<b>1</b>	<b>Quote – Netball balls</b>
<b>2</b>	<b>Quote – Rugby balls</b>
<b>3</b>	<b>Quote – Refreshments</b>
<b>4</b>	<b>Quote – Netball Uniform Quote</b>
<b>5</b>	<b>Quote – Rugby Uniform Quote</b>
<b>6</b>	<b>Mileage Estimates</b>

## 8 NGĀ PŪRONGO TAIPITOPITO / INFORMATION REPORTS

### 8.1 CHAIRPERSON AND MEMBER REPORTS

**File Number:** A4292904

**Author:** Rhonda-May Whiu, Democracy Advisor

**Authoriser:** Scott May, Manager - Stakeholder Relationships

#### TE TAKE PŪRONGO / PURPOSE OF THE REPORT

The reason for the recommendation is to note the reports from the Chairperson and Members. The reports provide feedback to the community on matters of interest or concern to the Community Board and how the Community Board has communicated with community organisations and special interest groups within the community.

#### NGĀ TŪTOHUNGA / RECOMMENDATION

That the Te Hiku Community Board note the July 2023 reports from Chairperson Adele Gardner, Deputy Chairperson John Stewart, Members Darren Axe, Sheryl Bainbridge, Rachel Baucke and Bill Subritzky.

#### 1) 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.

#### 2) TE MATAPAKI ME NGĀ KŌWHIRINGA / DISCUSSION AND OPTIONS

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 reports from the Chairperson and Members are attached.







#### Te Take Tūtohunga / 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.

#### 3) 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. 2023-08-01 Chairperson Report Adele Gardner - A4298843  
2. 2023-08-01 Deputy Chairperson Report John Stewart - A4298728  
3. 2023-08-01 Member Report Darren Axe - A4298589  
4. 2023-08-01 Member Report Sheryl Bainbridge - A4298767  
5. 2023-08-01 Member Report Rachel Baucke - A4305344  
6. 2023-08-01 Member Report Bill Subritzky - A4298730  



## Te 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	Te Aromatawai Kaimahi / Staff assessment
State the level of significance (high or low) of the issue or proposal as determined by the <a href="#">Council's Significance and Engagement Policy</a>	Not applicable.
State the relevant Council policies (external or internal), legislation, and/or community outcomes (as stated in the LTP) that relate to this decision.	Not applicable.
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 is a Community Board report.
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.	Not applicable.
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).	Yes.
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.



# Te Hiku Community Board Chairperson's Report

Name: Adele Gardner

Subdivision: Kaitaia Te Hiku

Date: 19 June 2023 – 13 July 2023

## **Meetings Attended**

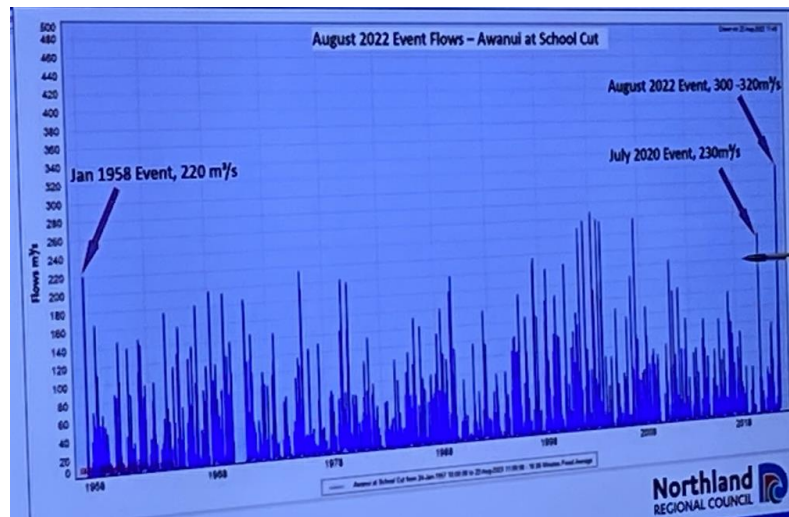
Date	Meeting
19/06/23	Mayor and Community Board Catchup
20/06/23	FNDC Transport Programme workshop online
20/06/23	Meeting with Ratepayers re: maintenance of Puriri Lane, Kaitaia
21/06/23	Combined Community Board Workshop – Kaikohe
22/06/23	Quotable Values Revaluation presentation - online
27/06/23	Te Rerenga Regional Economic Development Strategy - online
29/06/23	Council meeting – Kaikohe
04/07/23	Te Hiku Community Board Meeting – Te Ahu
12/07/23	Te Huinga presentation – online
13/07/23	Awanui River Liaison Group – Te Ahu

## **Kaitaia Town Square – Mosaic tiles**

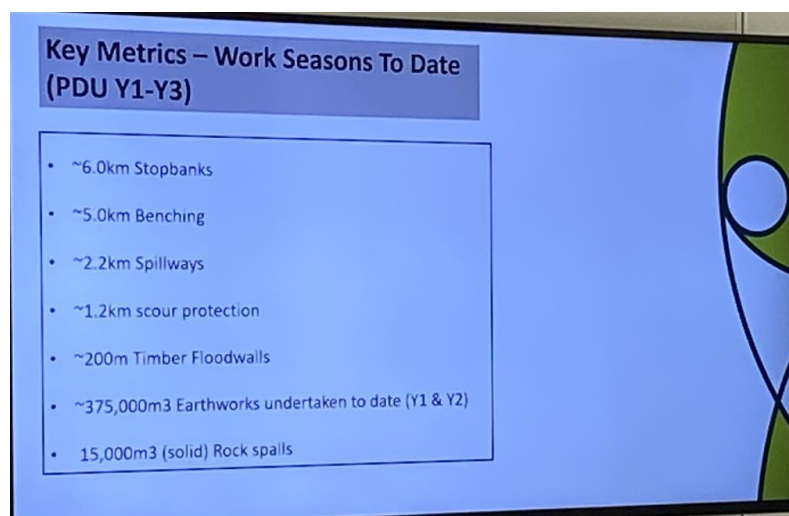
On the 7 May 1997 an application was presented to the Northern Community Board for financial assistance for the construction and placement of mosaic tiles near the footpath of Commerce Street, Kaitaia. The Community Board of the day reserved its right pursuant to the 1997 Resolution to place/relocate the tiles elsewhere if appropriate in consideration for the granting of \$6000.00 to this project. Today, the tiles remain on land owned by Far North Holdings Limited ("FNHL") and this land has been earmarked for placemaking and development for Kaitaia. As such the Te Hiku Community Board supports the interest in the preservation of the tiles prior to the commencement of the development works.

### Awanui River Liaison Workshop

The first graph gives you the flood levels from 1958 over the years to 2022 taken from the Church Road Bridge in Kaitaia.



The 2nd graph is work that has been done in the last 3 years, this is with help from the Governments Kanoa Fund.



### **Requests for Service (RFS)**

RFS number	Date	Comment
4166402	11/07/23	Road slips on Church Road



## Te Hiku Community Board Member Report

Name: John Stewart

Subdivision: Kaitaia/Ahipara

Date: 11 July 2023

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### **Meetings Attended**

Date	Meeting
31/05/23	Kaitaia Business Association (KBA) Meeting
28/06/23	KBA Meeting
04/07/23	Te Hiku Community Board Meeting – Te Ahu
05/07/23	Museum Trust Meeting

### **Requests for Service (RFS)**

RFS number	Date	Comment
4157804	11/05/23	Customer came to see me re: culvert blocked causing drainage overflowing to tenant's property and surrounding area.  <b><i>25-May-2023 Fulton Hogan inspected, and job made for water tabling. Awaiting council approval and FH contacted customer.</i></b>



## Te Hiku Community Board Member Report

Name: Darren Axe

Subdivision: North Cape

Date: 12 July 2023

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### **Meetings Attended**

Date	Meeting
21/06/23	Combined Community Board Workshop - Kaikohe
21/06/23	Houhora Heads Road flooding
21/06/23	Meeting with Chair Gardner, Cr Foy and Cr Halkyard-Harawira re: Houhora Heads
31/06/23	Hoskins Civil
01/07/23	Wairoa Marae with Waka Kotahi to look at lowering speed limit from 100km past Ngataki School, Waiora Urupa and Waiora Marae.  Northland Schools – Speed Limit Review: <a href="https://www.nzta.govt.nz/safety/what-waka-kotahi-is-doing/interim-state-highway-speed-management-plan/northland/">https://www.nzta.govt.nz/safety/what-waka-kotahi-is-doing/interim-state-highway-speed-management-plan/northland/</a>
04/07/23	Community Board Meeting – Te Ahu

### **Community Issues**

Issue name	Comment
Houhora Heads	Meeting with Hoskin Civil re: <ul style="list-style-type: none"><li>▪ Walking track</li><li>▪ Drainage issue No. 30 Heads Road</li><li>▪ Clip on bridge needs to go to</li><li>▪ Waterfront Road, cliff erosion</li><li>▪ Carparking area and walking area in front of Houhora Motel</li></ul>



## Te Hiku Community Board Member Report

Name: Sheryl Bainbridge

Subdivision: Doubtless Bay

Date: 16 July 2023

### **Meetings Attended**

Date	Meeting	Comment
04/07/23	Te Hiku Community Board meeting – Te Ahu	
05/07/23	Te Ahu Museum Inaugural meeting	A new, enthusiastic trust has been appointed and is ready to move forward.
	Zoom meetings with QV and Northland Inc on draft Economic Development Strategy	Both very informative

### **Community Issues**

Issue name	Comment
Hihi Seawall	Update required please.
Coopers Beach playground	New shade sails installed. Very vibrant.
Combined Community Board Workshop – water tanks	Water tanks were mentioned at this meeting. The subject has been kicked around for years but apparently no policy has been developed. Why not? It's only a matter of time before we have a severe drought and while it's too late for existing buildings, surely new builds should have an additional water tank for gardens and car washing as a consent condition. If global warming is becoming an issue, then this is a practical, sensible way to address one of the impacts.
Infrastructure Acceleration fund and externally funded capital projects	Cr Foy agreed to update the Board – can we have a verbal report please.
Taipa	We've held meetings about drainage, roading etc. etc. and no action other than a smart bin. Are we raising the community's expectations for nothing or is something actually going to happen? If so, when? The road outside the Taipa Resort is still a mess of potholes that fill with water during our frequent rain events.



### **Requests for Service (RFS)**

RFS number	Date	Comment
4157755	Countless times	Pothole Coopers Beach carpark has been the subject of at least 20 emails and has been 'fixed' at least 3-4 times. The 'fix' lasts a few weeks and then the pothole develops again. Apparently, it will be properly fixed this financial year. Not quite good enough when cars continue to bottom out. If anyone chooses to hold the council liable for damage to their car, there goes another waste of ratepayer dollars. Why wasn't it done properly in the first place?



## Te Hiku Community Board Member Report

Name: Rachel Baucke

Subdivision: Kaitaia

Date: 15 July 2023

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### **Meetings Attended**

Date	Meeting	Comment
04/07/2023	Te Hiku Community Board Meeting	Monthly Board Meeting
17/07/2023	Farewell Lunch Andrea panther	Organise Gift

### **Community Issues**

Issue name	Comment
Korora & Kaka St Footpaths	Footpaths very unsafe and requires urgent attention. RFS has been submitted many times by community. Issue raised at the Ahipara Aroha meeting in beginning of March. Seeking assistance from the CB.  <b>Confirmation from Fulton Hogan that work is now completed on this RFS and has been closed.</b>

### **Requests for Service (RFS)**

RFS number	Date	Comment
4150182		RFS Lodged for Korora & Kaka St Footpaths and Fulton Hogan has dispatched this to an inspector. – <b>Complete</b>



Name: Bill Subritzky

Subdivision: Whatuwhiwhi, Awanui

Date: 13 July 2023

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### **Meetings Attended**

Date	Meeting
04/07/2023	Te Hiku Board Community Board meeting – Te Ahu
05/07/2023	Awanui Progressive & Ratepayers meeting

### **Community Issues**

Issue name	Comment
Strategic Plan	Gillies Road access to Rangaunu Harbour.  I would like to add the re instatement of the Gillies access road to the Beach which links to Rangiputa. This is the only other emergency exit off the Rangiputa Foreshore. The paper road was extensively damaged during the last cyclone and vehicle accidents have already occurred due to under cutting of the off ramp.
RFS Tracking	At the last Te Hiku Community Board meeting I requested a list of currently raised RFS for my region in a hope to have this as an ongoing report from staff. The request was made to ensure that I knew what was happening in my ward and that I could support the RFS submission if required. I hope that this does not create too much difficulty for staff.

Thank you to all Te Hiku Board members who supported the Rangiputa Sea Wall, Mayors Relief fund application. I just wanted to add that the new approach to sea walls is allowing the natural regeneration of the dunes via wind, tide, and foreshore planting. Under normal circumstances this is the way forward, however natural regeneration can take years. In places like Rangiputa, Hihi. and Ahipara as we have witnessed over the years and more recently, that the existing rock sea walls, after being damaged, needed to be reinstated as quickly as possible to prevent imminent property loss and or community isolation due to lost road access.

## 8.2 TE HIKU COMMUNITY BOARD ACTION SHEET UPDATE AUGUST 2023

**File Number:** A4293097

**Author:** Rhonda-May Whiu, Democracy Advisor

**Authoriser:** Aisha Huriwai, Manager - Democracy Services

### TAKE PŪRONGO / PURPOSE OF THE REPORT

To provide Te Hiku 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.

### TŪTOHUNGA / RECOMMENDATION

**That Te Hiku Community Board receive the report Te Hiku 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.

### ĀPITIHINGA / ATTACHMENTS

1. Action Sheet 1 August - A4306122 [↓](#) 

OUTSTANDING ACTIONS REPORT			
<b>Division:</b> <b>Committee:</b> Te Hiku Community Board <b>Officer:</b>		<b>Printed:</b> Thursday, 20 July 2023 11:08:39 am <b>Date From:</b> 1/01/2020 <b>Date To:</b> 20/07/2023	
Meeting	Title	Resolution	Notes
Te Hiku Community Board 25/08/2020	Notice of Motion - Investigation into Divesting Rangitoto Reserve, Mangonui	<b>RESOLUTION 2020/45</b>  Moved: Member Darren Axe Seconded: Member Sheryl Bainbridge  <b>That the Te Hiku Community Board:</b> a) <b>requests that staff investigate the process of divesting the ownership of Rangitoto Recreation Reserve, Mangonui to the Crown.</b>  b) <b>requests that a report be provided back to the Te Hiku Community Board with information and options.</b>  <b>CARRIED</b>	Report provided to the Boards 4 July meeting and a report and Boards recommendation will go to August Council meeting
Te Hiku Community Board 7/12/2021	Notice of Motion - Waterfront Cafe and Bar - Mangonui	<b>RESOLUTION 2021/77</b>  Moved: Member Felicity Foy Seconded: Chairperson Adele Gardner  <b>That Te Hiku Community Board recommends that the Far North District Council:</b> a) <b>approve the occupation and use of 1.5 car parking spaces (8,5m of legal road reserve) in front of the Waterfront Café, Waterfront Road Mangonui to be approved as a formal license to occupy, to the Waterfront Café and Bar.</b>  b) <b>and prioritise and enable increased alfresco dining and activate street frontages in waterfront locations and town centres.</b>  <b>CARRIED</b>	Alfresco Dinning application report in 1 August board agenda

OUTSTANDING ACTIONS REPORT			
<b>Division:</b> <b>Committee:</b> Te Hiku Community Board <b>Officer:</b>		<b>Printed:</b> Thursday, 20 July 2023 11:08:39 am <b>Date From:</b> 1/01/2020 <b>Date To:</b> 20/07/2023	
Meeting	Title	Resolution	Notes
Te Hiku Community Board 9/05/2023	Motutangi Drainage Area 2022/2023 Programme	<b>RESOLUTION 2023/35</b>  Moved: Member Darren Axe Seconded: Member Rachel Baucke  <b>That the Te Hiku Community Board;</b> a) approve the reviewed Motutangi Drainage Area 2023/2024 work programme. b) amend the 2022/2023 budget \$50,000 for machine cleaning from the Motutangi Drainage Area reserve fund. c) request the proposed rate change for \$68,864 including drone hireage and machine cleaning, and dedicated staff member be reported back to the Drainage Committees. d) request a briefing from Kevin Johnson (Delivery & Operations Manager) about the monitoring and bylaw breaches and a timeline for appointment of the land drainage staff member and job description. e) request the timeline and milestones for consenting from Northland Regional Council and collaboration with the other Northland Councils.  <b>CARRIED</b>	Budget confirmed- recruitment of resource to deliver work programme underway.
Te Hiku Community Board 9/05/2023	Waiharara And Kaikino Drainage Areas 2022/2023 Programme	<b>RESOLUTION 2023/34</b>  Moved: Member Rachel Baucke Seconded: Member William (Bill) Subritzky  <b>That the Te Hiku Community Board;</b> a) approve the reviewed Waiharara and Kaikino Drainage Areas 2023/2024 work programme and	Budget confirmed- delivery of resource to deliver work programme underway.



OUTSTANDING ACTIONS REPORT			
<b>Division:</b> <b>Committee:</b> Te Hiku Community Board <b>Officer:</b>		<b>Printed:</b> Thursday, 20 July 2023 11:08:39 am <b>Date From:</b> 1/01/2020 <b>Date To:</b> 20/07/2023	
Meeting	Title	Resolution	Notes
		b) approve Michael Steel to be contracted to clean the Waiharara and Kaikino drainage areas up to \$10,000. c) approve the use of other local spray contractors in the area. d) request the proposed rate change for Waiharara \$35,525 and Kaikino \$34,413, including drone hireage and machine cleaning, be reported back to the Drainage Committees. e) request a briefing from Kevin Johnson (Delivery & Operations Manager) about the monitoring and bylaw breaches and a timeline for appointment of the land drainage staff member and job description. f) request the timeline and milestones for consenting from Northland Regional Council and collaboration with the other Northland Councils.  <b>CARRIED</b>	
Te Hiku Community Board 9/05/2023	Kaitaia Drainage Area 2022/2023 Programme	<b>RESOLUTION 2023/33</b> Moved: Member Adele Gardner Seconded: Member Darren Axe <b>That the Te Hiku Community Board;</b> a) approve the reviewed Kaitaia Drainage Area 2023/2024 work programme. b) approve the proposed 2023/24 Spraying Programme. c) request the proposed rate change for \$133k, including drone hireage and machine cleaning, be reported back to all Drainage Committees. d) and submit to Council a request for a Public Good component in the rates to be reviewed for the Long-Term Plan.	Budget confirmed - recruitment of Drainage resource to deliver work programme underway.

OUTSTANDING ACTIONS REPORT			
<div> <div>Division:</div> <div>Committee:</div> <div>Officer:</div> </div> <div> <div>Te Hiku Community Board</div> </div>		<div> <div>Printed: Thursday, 20 July 2023 11:08:39 am</div> <div>Date From: 1/01/2020</div> <div>Date To: 20/07/2023</div> </div>	
Meeting	Title	Resolution	Notes
		<div> <div>e) request a briefing from Kevin Johnson (Delivery &amp; Operations Manager) about the monitoring and bylaw breaches and a timeline for appointment of the land drainage staff member and job description.</div> <div>f) request the timeline and milestones for consenting from Northland Regional Council and collaboration with the other Northland Councils.</div> <div>Note: Thank you to Fiona King and Blair King</div> <div>CARRIED</div> </div>	

**9        KARAKIA WHAKAMUTUNGA / CLOSING PRAYER**

**10      TE KAPINGA HUI / MEETING CLOSE**