

KAIKŌURA DISTRICT COUNCIL MEETING

Date:	Wednesday 29 November 2023
Time	9.00am
Location	Totara, Council Chambers

AGENDA

1. Open with a Karakia

Kia wātea te Wairua, Kia wātea te tinana, Kia wātea te hinengaro, Kia wātea ai te mauri, Tuturu ōwhiti whakamaua kia tina, TINA!, Haumi e, Hui e, TAIKI E!

2. Apologies

3. Declarations of Interest

4. Public Forum

Public forums provide opportunity for members of the public to bring matters, not necessarily on the meeting's agenda, to the attention of the Council.

Time	Name	Subject
9.05am	Colette Doughty & Larry Field	Submission on Signs Bylaw – on behalf of Dark Skies
9.15am	James Boyd	Submission on Signs Bylaw
9.25am	Ted Howard	Submission on Signs Bylaw
9.35am	Ralph Hogan	Submission on Signs Bylaw

5. Formal Deputations

The purpose of a deputation is to enable a person, group or organisation to make a presentation to a meeting on a matter or matters covered by that meeting's Agenda.

6. Adjourn to Works & Services Committee meeting (9.45am)

Reconvene to the Council Meeting

7. Confirmation of Minutes:

- | | | |
|-----|--|---------|
| 7.1 | Council meeting minutes dated 25 October 2023 | page 3 |
| 7.2 | Extraordinary council meeting minutes dated 31 October 2023 | page 10 |
| 7.3 | Extraordinary council meeting minutes dated 08 November 2023 | page 12 |

8. Review of Action List

page 15

9. Matters of Importance to be raised as Urgent Business

10. Matters for Decision:

- | | | |
|------|--|---------|
| 10.1 | Proposed Adoption of Signs Bylaw 2023 | page 16 |
| 10.2 | Proposed Extension of Lease Area – Kaikōura Springs Ltd
Wellness and Hotpools Development | page 52 |

11. Matters for Information:

11.1	Mayoral Verbal Update		
11.2	Elected Member Verbal Updates		
11.3	CEO Monthly Report		page 93
11.4	Community Services Team Update Report		page 98
11.5	Planning Update Report		page 106
11.6	Building and Regulatory Update Report		page 112
11.7	Kaikōura Youth Council Update Report	11.15am	page 115
11.8	LGNZ Four-Monthly Report		page 118

12. Public Excluded Session

Moved, seconded that the public be excluded from the following parts of the proceedings of this meeting, namely

- Public excluded council meeting minutes dated 25 October 2023
- Waiau Toa/Clarence Access Project Strategy
- Proposed Sale of Road Reserve
- Harbour Financial Matters – verbal update

The general subject matter to be considered while the public is excluded, the reason for passing this resolution in relation to each matter, and the specific grounds under Section 48(1), 6 and 7 of the Local Government Information and Meetings Act 1987 for the passing of this resolution are as follows:

General subject of each to be considered	Reason for excluding the public	Grounds of the Act under which this resolution is made
Public excluded council meeting minutes dated 25 October 2023	The minutes are being tabled for confirmation and include commercially sensitive information on insurance premiums, harbour financial matters, road maintenance contract and information on natural persons in report from the Chair of Finance, Audit & Risk.	Section 7(2)(a) protect the privacy of natural persons, including that of deceased natural persons Section (7)(2)(b)(ii) would be likely unreasonable to prejudice the commercial position of the person who supplied or who is subject of the information Section (7)(2)(h) enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities Section (7)(2)(i) enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)
Waiau Toa/Clarence Access Project Strategy	The public are excluded as the report contains details around the legal process that the Council is involved in around the resource consent/construction of the bridge.	Section 7(2)(g) maintain legal professional privilege
Proposed Sale of Road Reserve	The public are excluded as the report contains details of the acquisition of road reserve land that is subject to negotiation.	Section (7)(2)(i) enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)
Harbour Financial Matters – verbal update	Verbal update on subject previously brought to Council around ongoing negotiations which is commercially sensitive	Section (7)(b)(ii) would be likely unreasonable to prejudice the commercial position of the person who supplied or who is subject of the information Section (7)(2)(h) enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities Section (7)(2)(i) enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)

13. Close meeting with a Karakia

AUDIO RECORDINGS:

"Audio recordings will be made of this meeting for the purpose of assisting the minute taker to create accurate minutes. Audio recordings should not be taken of any confidential, public excluded or otherwise sensitive matters. The Chair of the meeting is responsible for indicating if/when recording should be stopped and restarted. While held, the audio recordings are subject to LGOIMA, they may be released in line with Councils LGOIMA processes and/or at the discretion of the meeting Chair. A copy of the guidelines and principals for the use of recordings is available on request"

**MINUTES OF THE KAIKŌURA DISTRICT COUNCIL MEETING HELD AT ON
WEDNESDAY 25 OCTOBER 2023 AT 9.00 AM, TOTARA, COUNCIL CHAMBERS,
96 WEST END, KAIKŌURA**

PRESENT: Mayor C Mackle (Chair), Deputy Mayor J Howden, Councillor R Roche, Councillor T Blunt, Councillor J Diver, Councillor L Bond, Councillor V Gulleford

IN ATTENDANCE: W Doughty (Chief Executive Officer) P Kearney (Senior Manager Corporate Services), B Makin (Executive Officer-Minutes)

1. KARAKIA

2. APOLOGIES

Apologies were received Councillor K Heays.

Moved: Mayor C Mackle

Seconded: Deputy Mayor J Howden

CARRIED UNANIMOUSLY

3. DECLARATIONS OF INTEREST Nil

4. PUBLIC FORUM Nil

5. FORMAL DEPUTATIONS Nil

6. ADJOURN TO WORKS & SERVICES COMMITTEE MEETING

The meeting adjourned to the Works & Services Committee meeting at 9.01 am.

The meeting was reconvened at 9.30 am.

7. MINUTES TO BE CONFIRMED

7.1 Council meeting minutes dated 27 September 2023

AMENDED RESOLUTION

THAT the Council:

- *Confirms as a true and correct record, the circulated minutes of a Council meeting held on 27 September 2023, subject to an amendment to item 11.5 Community Services Update Report where 'February 2023' be amended to 'February 2024'.*

Moved: Mayor C Mackle

Seconded: Councillor L Bond

CARRIED UNANIMOUSLY

8. REVIEW OF ACTION LIST

The Action List was reviewed and noted by the Council.

9. MATTERS OF IMPORTANCE TO BE RAISED AS URGENT BUSINESS Nil

10. Report from the Chair of the Finance, Audit & Risk Committee

It was agreed for the Finance Council Officers to continue attending full Council meetings to answer questions for clarification, noting they are not required to go through the reports in detail as this would duplicate the work of the Finance, Audit & Risk Committee. The Chairs report will include a resolution for Council to approve all reports from the Finance Audit and Risk Committee.

RESOLUTION

That the Committee have received the reports and recommends that the Council approves the reports.

Moved: Councillor J Diver
Seconded: Councillor R Roche

CARRIED UNANIMOUSLY

11. MATTERS FOR DECISION

11.1 Council Resolution on Māori Wards

It was agreed for the Chief Executive's office to arrange a meeting with the Local MP to address the concerns around the legislation as part of the orientation once the government has been formed. **(ACTION)**.

RESOLUTION

THAT the Council:

- a) *Not establish a Māori Ward for the 2025 local elections*
 - a. *and*
- b) *Continues to review both non-legislative means to establish a Māori voice around the Council "table" and to continue exploring options for a Māori Ward in the future (likely to require further legislative change).*

Moved: Councillor J Diver
Seconded: Councillor V Gulleford

CARRIED UNANIMOUSLY

11.2 Feedback Actions from Speed Management Plan

Council Officers O Joensuu and J Prentice joined the table to answer any questions from elected members. It was clarified that the pricing of variable speeds signs is approximately \$7.5k each. A map of the current gazetted speed limits was tabled. The next steps were outlined on page 54 of the Agenda.

RESOLUTION

THAT:

- a) *The following changes are made to the draft Kaikōura District Speed Management Plan:*
 - i. *Lower the speed limit on Kiwa Road to 60km/hr; and*
 - ii. *Set the speed limit for the school zone outside Suburban school on Schoolhouse Road at 30km/hr during school hours and 60km/hr at other times.*
- b) *Council delegates authority to the Chief Executive to approve a final version of the Kaikōura District Speed Management Plan based upon the amended draft that will include some required additional administrative content. Any material change would require approval from Council.*
- c) *Council recommends to Waka Kotahi that there is lowering of speed limits on State Highway 1 through Kekerengu and around the Mangamaunu Surf break, including the Kiwa Road intersection.*

Moved: Councillor L Bond
Seconded: Councillor V Gulleford

CARRIED UNANIMOUSLY

11.3 Review of Freedom Camping Bylaw

An error was highlighted on the Statement of Proposal (page 83 of the Agenda) where the spelling of Mangamaunu was incorrect. This will be corrected along with the green area on the map on page 94 (18.2.3) before going out to the public for consultation. The Council would raise with the Local MP if there would be Central Government financial assistance with the new Bylaw **(ACTION)**.

RESOLUTION

- a) *The report is received, and*
- b) *Public consultation, in accordance with the Special Consultative Process of the Local Government Act 2002, be conducted in respect of a proposal (further described in the attached Statement of Proposal) that the existing Kaikōura Responsible Freedom Camping Bylaw 2019 be retained with only minor changes; and*
- c) *A firmer approach is in future taken to the enforcement of the current and future Kaikōura Freedom Camping Bylaws.*

Moved: Councillor T Blunt
Seconded: Deputy Mayor J Howden

CARRIED UNANIMOUSLY

11.4 Canterbury Climate Partnership Plan

It was noted that any financial contribution to the joint Canterbury action plan would need to be considered as part of the LTP process.

RESOLUTION

THAT the Council endorse the Canterbury Climate Partnership Plan.

Moved: Councillor L Bond
Seconded: Councillor R Roche

CARRIED UNANIMOUSLY

11.5 Re-appointment of District Licensing Committee Member

RESOLUTION

THAT the Council:

- a) *Receives this report*
- b) *Appoints Derrick Millton as a Community Member of the DLC for a fixed term of two years*
- c) *Adopts the changes to the Delegations Manual to reflect the appointment (Appendix 2)*

Moved: Councillor T Blunt
Seconded: Deputy Mayor J Howden

CARRIED UNANIMOUSLY

It was agreed to include an item in the public excluded session to discuss an additional member. The public are excluded for privacy reasons.

The meeting adjourned at 10.20 am and reconvened at 10.44 am.

12. MATTERS FOR INFORMATION

12.1 Mayoral Verbal Update

The Mayor highlighted the Business Awards and the success of the Kaikōura community.

12.2 Elected Member Verbal Updates

Councillor V Gulleford and Councillor J Diver have completed the Making Good Decisions course.

Councillor V Gulleford

The Annual report for ARLA has been completed. The District Licensing Committee has processed 45 new manager's certificates and 36 renewals over the 12 month period.

Councillor R Roche

Highlighted the local newspaper story around his employer at RISE visiting Kaikōura.

Councillor L Bond

Noted that the OpShop are close to reaching their current fundraising target and are looking at projects to support afterwards. The OpShop received runners up at the Enterprise North Canterbury Business Awards.

Councillor J Diver

Advised that the Kaikōura Community Pool reopens on Sunday 5th November.

Deputy Mayor J Howden

The Kaikōura Information and Tourism Incorporated (KITI) is asking for local expressions of interest for complementary activities to the the I-Site with a view to operating some form of information services for Summer 2023/2024.

Councillor T Blunt

The Kaikōura Waterzone Committee (KWZC) is meeting on Friday and will consider supporting the Stormwater Hero's Campaign. The KWZC is looking to fund water tanks for property owners to store extra water from garden hoses for emergencies (to purchase at reduced varying prices). Councillor T Blunt clarified that the water would be filtered through the town supply and the intention is not to collect rainwater for drinking.

12.3 CEO Monthly Report

The Chief Executive has held conversations with Zoe Watson on EnviroSchools and is looking into how the initiative could be funded if there is enough interest.

RESOLUTION

THAT the Council receives this report for information.

Moved: Councillor L Bond
Seconded: Councillor V Gulleford

CARRIED UNANIMOUSLY

12.4 Community Services Update Report

Sports Tasman have appointed a full-time Community Outcomes Advisor who will work out of the KDC office. The Mayor put forward an amended resolution, noting that Council Officers would table a decision paper to the November Council meeting on the committee structure for the Community Initiatives Fund.

AMENDMENT RESOLUTION

THAT the Council receives this report for information.

Moved: Councillor T Blunt
Seconded: Councillor L Bond

CARRIED UNANIMOUSLY

12.5 Planning Update Report

There have been positive submissions for the plan change, the Chief Executive would confirm to elected member the number of submissions received for the plan change and the rates review (**ACTION**).

RESOLUTION

THAT the Council receives this report for information.

Moved: Councillor T Blunt

Seconded: Councillor R Roche

CARRIED UNANIMOUSLY

12.6 Building & Regulatory Update Report

RESOLUTION

THAT the Council receives this report for information.

Moved: Deputy Mayor J Howden

Seconded: Councillor L Bond

CARRIED UNANIMOUSLY

The meeting moved to Item 12.8 Wakatu Quay Quarterly Report

12.8 Wakatu Quay Quarterly Report

The Project Lead is aiming to bring a report to the Council prior to Christmas on the KMDP governance structure as the project moves into construction.

RESOLUTION

THAT the Council receives this report for information.

Moved: Councillor R Roche

Seconded: Councillor L Bond

CARRIED UNANIMOUSLY

12.7 Kaikōura Youth Council Update Report

Ally and Anna, representatives from the Kaikōura Youth Council, joined the table to speak to the report and answer any questions from elected members. They advised that Kara Smith and Izaak Cullen have been appointed Co-Chairs and Amber Hamilton has been appointed as Secretary. The Youth Council's Theory for Change was tabled, the representatives ran through the focus on activities and opportunities for year 7-11. The Council were pleased to see one of their key focusses was mental health.

RESOLUTION

THAT the Council receives this report for information.

Moved: Councillor R Roche

Seconded: Deputy Mayor J Howden

CARRIED UNANIMOUSLY

12.9 Discretionary Grants Fund Progress/Completion Reports

The Mayor put forward an amended resolution advising that completion reports were also included in the Agenda to be received.

AMEND RESOLUTION

THAT the Council receives the progress reports and completion reports for information

Moved: Councillor R Roche

Seconded: Councillor V Gulleford

CARRIED UNANIMOUSLY

13. RESOLUTION TO MOVE INTO COUNCIL PUBLIC EXCLUDED SESSION

The Mayor noted that an additional item will be included in the public excluded session for an additional District Licensing Committee Member and the public are excluded for privacy reasons.

Moved, seconded that the public be excluded from the following parts of the proceedings of this meeting, namely:

- a) Public excluded council meeting minutes dated 27 September 2023
- b) Proposed Extension of Roads Maintenance Contract
- c) Harbour Financial Matters – verbal update
- d) Report from the Chair of the Finance, Audit & Risk Committee Public Excluded Session
- e) Additional District Licensing Committee Member

The general subject matter to be considered while the public is excluded, the reason for passing this resolution in relation to each matter, and the specific grounds under Section 48(1), 6 and 7 of the Local Government Information and Meetings Act 1987 for the passing of this resolution are as follows:

General subject of each to be considered	Reason for excluding the public	Grounds of the Act under which this resolution is made
Public excluded council meeting minutes dated 27 September 2023	The minutes are being tabled for confirmation and include commercially sensitive information relating to the Waiau Toa/Clarence Valley access project and harbour financial matters	Section (7)(b)(ii) would be likely unreasonable to prejudice the commercial position of the person who supplied or who is subject of the information Section (7)(2)(h) enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities Section (7)(2)(i) enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)
Proposed extension of roads maintenance contract.	The report contains options for the road maintenance contract.	Section (7)(b)(ii) would be likely unreasonable to prejudice the commercial position of the person who supplied or who is subject of the information Section (7)(2)(i) enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)
Harbour Financial Matters – verbal update	Verbal update on subject previously brought to Council around ongoing negotiations which is commercially sensitive	Section (7)(b)(ii) would be likely unreasonable to prejudice the commercial position of the person who supplied or who is subject of the information Section (7)(2)(h) enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities Section (7)(2)(i) enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)
Report from the Chair of the Finance, Audit & Risk Committee Public Excluded Session	The report contains information on the progress with the audit of the Annual Report for the 2023 Financial Year which contains information on natural persons. It also contains commercially sensitive information on insurance premiums and harbour financial matters.	Section 7(2)(a) protect the privacy of natural persons, including that of deceased natural persons Section (7)(2)(b)(ii) would be likely unreasonable to prejudice the commercial position of the person who supplied or who is subject of the information Section (7)(2)(h) enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities Section (7)(2)(i) enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)
Additional District Licensing Committee Member	To consider an additional member and discuss recommended candidate	Section 7(2)(a) protect the privacy of natural persons.

Moved: Deputy Mayor J Howden
 Seconded: Councillor T Blunt

CARRIED UNANIMOUSLY

The meeting moved into the Public Excluded Session at 11.32 am.
The meeting moved out of the Public Excluded Session at 12.09 pm.

14. CLOSED OF MEETING

There being no further business, the meeting was declared closed at 12.09 pm.

CONFIRMED _____ Chairperson
Date

THIS RECORD WILL BE HELD IN ELECTRONIC FORM ONLY

UNCONFIRMED MINUTE

**MINUTES OF THE KAIKŌURA DISTRICT COUNCIL EXTRAORDINARY MEETING
HELD ON TUESDAY 31 OCTOBER, AT 9.05AM, TOTARA, COUNCIL CHAMBERS,
96 WEST END, KAIKOURA**

PRESENT: Mayor C Mackle (Chair), Deputy Mayor J Howden, Councillor L Bond,
Councillor V Gulleford, Councillor T Blunt, Councillor J Diver

IN ATTENDANCE: W Doughty (Chief Executive), P Kearney (Senior Manager Corporate Services),
C Kaa (Management Accountant), Becky Makin (Executive Officer)

1. KARAKIA

2. APOLOGIES

Apologies were received from Councillor R Roche and Councillor K Heays.

Moved: Deputy Mayor J Howden

Seconded: Councillor L Bond

CARRIED UNANIMOUSLY

3. DECLARATIONS OF INTEREST Nil

4. MATTERS OF IMPORTANCE TO BE RAISED AS URGENT BUSINESS Nil

5. MATTERS FOR DECISION

5.1 Kaikōura Enhancement Trust (KET) – Next Steps

The Statement of Proposal (attachment 1) was tabled at the meeting. It was noted that the consultation period would run from 1st November to 30th November and a decision paper would be tabled at the Extraordinary Council Meeting on 13th December.

Council Officers highlighted that Audit NZ were proposing fees of \$15k for KET for 2022/2023 financial year, and the structure as it currently stands has no financial benefit to KDC. The current structure tax issues are documented on pages 2 and 3 of the Agenda.

RESOLUTION

that the Council:

- a) *Receives the report.*
- b) *Approves conducting a public consultation on the option of winding up of KET given this is noted as a Strategic Asset in the Long Term Plan and therefore requires community consultation under the Special Consultative Procedure.*

Moved: Councillor T Blunt

Seconded: Councillor V Gulleford

CARRIED UNANIMOUSLY

5.2 Adoption of the Annual Report for the year ended 30 June 2023

Since the Agenda was published, Audit NZ have provided clarification on material changes to the Annual Report. The meeting was adjourned whilst Council Officers finalised the Annual Report P&L and minor adjustments. A letter of representation was handed to the Mayor for signing that needed to be returned to Audit NZ for the Audit Opinion to be provided.

The meeting was adjourned at 9.15 am and reconvened at 9.24 am.

A report detailing the changes to the Annual Report was tabled at the meeting. Council Officers clarified that Destination Kaikōura are not treated as a related party as the control does not directly influence decisions of the Council.

RESOLUTION

THAT the Council:

- a) Receives this report.*
- b) Adopts the Annual Report for the financial year ended 30 June 2023.*

Moved: Councillor T Blunt
Seconded: Councillor L Bond

MOTION LOST

The meeting adjourned at 9.36 am and reconvened at 9.50 am.

The Audit Opinion was circulated to elected members. It was noted that there is an ongoing qualification on service performance reporting and the Council team are focusing on improving the reporting for the 2023/2024 financial year, although it may still result in a qualification this coming year due to being unable to make a prior year comparison.

The hard work undertaken by all the Council team was acknowledged. Audit costs need to be on the list of items for discussion with MP Stuart Smith.

RESOLUTION

THAT the Council:

- a) Receives this report.*
- b) Adopts the Annual Report for the financial year ended 30 June 2023.*
- c) Notes that the Audit Opinion has been received.*

Moved: Mayor C Mackle
Seconded: Councillor V Gulleford

CARRIED UNANIMOUSLY

6. CLOSED OF MEETING

The meeting was declared closed at 9.54 am.

CONFIRMED _____

Chairperson
Date

This record will be held in electronic format only

**MINUTES OF THE KAIKŌURA DISTRICT COUNCIL EXTRAORDINARY MEETING TO
HEAR AND DELIBERATE SUBMISSIONS TO THE RATES REVIEW 2023 HELD ON
WEDNESDAY 08 NOVEMBER, 9.00AM, AT TOTARA, COUNCIL CHAMBERS,
96 WEST END, KAIKOURA**

PRESENT: Mayor C Mackle (Chair), Deputy Mayor J Howden, Councillor L Bond,
Councillor V Gulleford, Councillor T Blunt, Councillor R Roche,
Councillor K Heays, Councillor J Diver

IN ATTENDANCE: W Doughty (Chief Executive), Peter Kearney (Senior Manager Corporate
Services), Sheryl Poulsen (Finance Manager), Cherie Kaa (Management
Accountant), Danielle Currie (Rates Officer), Becky Makin (Executive Officer-
minutes)

1. KARAKIA

Councillor R Roche joined the meeting at 9.01am

2. APOLOGIES Nil

3. DECLARATIONS OF INTEREST Nil

4. OVERVIEW OF NUMBERS OF SUBMISSIONS

RESOLUTION

THAT this report be received for information.

Moved: Mayor C Mackle
Seconded: Deputy Mayor J Howden

CARRIED UNANIMOUSLY

Kim Swords no longer wanted to be heard and Lionel Humes was unable to attend to speak on behalf of Federated Farmers.

Attachment 1: Summary of all submissions

Tabled and discussed below.

Attachment 2: Full submissions received

Tabled and discussed below.

5. SUBMITTERS TO BE HEARD

9.05am Angela Blunt

Angela spoke on behalf of the rural community and highlighted the inequity in rural rates over the last few years. She urged the Council to consider reducing the rural general rate differential to at least 0.8, as done previously for the commercial sector. She highlighted that farming was no longer a wealthy sector and commented that there is an imbalance between sectors in the general rates.

9.13am Derrick Millton

Derrick spoke on behalf of the rural community and commented that the Council have not addressed the imbalance between sectors and the inequality of the rating groups. He encouraged the council to consider

a 0.7 rural differential on general rates. A copy of the verbal part of his submission was provided to Council staff.

9.27am Chris Wilson (and on behalf of ECCO)

Chris spoke on behalf of the rural community and raised the unfair rates favoring towards urban and commercial rate payers. He highlighted that some Councils have a 0.5 rural differential on general rates but the average around the country was more like 0.7. A copy of the verbal part of his submission was provided to Council staff.

9.35am Hamish Murray (attended via MS Teams)

Hamish spoke on behalf of the rural community and shared with the Council his total rates bill increases from 2018-2023 which have been in the order of 70%. He commented that there is an imbalance between sectors and urged the Council to look at the rating differentials. Hamish asked the Council to consider as part of deliberations how they can justify this to rural ratepayers who are contributing in significant ways to the wider community.

6. SUBMITTERS WHO CHOSE NOT TO SPEAK

The Council reviewed and noted the submissions from those who chose not to speak. Their chosen options and staff comments are recorded on the Summary Sheet.

Councillor J Diver requested the report from 2020 on 'Rates Contribution by Area (including the Northern Community)' be circulated to the Council. Council Officers would respond to the submitter's comments.

The meeting adjourned at 10.34am and would re-open after the closed Council workshop.
The meeting re-opened at 1.15pm.

S Poulsen had circulated the report requested by Councillor J Diver.

The following was noted by the Council for deliberations:

- The rural differential, rural recycling rationale and rural road use.
- 50% of the rates paid by rural ratepayers relates to the general rate.
- Tourism Levy / visitor charge. Look at what is being done nationally, may not be able to introduce something this time round.
- User Pays (noting a workshop was held with Philip Jones).

7. DELIBERATIONS

Rural differentials on general rate / rates paid by rural ratepayers:

The Council reviewed the rates review model and ran through scenarios to show the implications on rural/semi-rural rates. One of the scenarios was to change the differential on general rates to 0.8 for semi-rural and rural rates. The impact would give less of a decrease for urban. Councillor T Blunt commented that this presented a fairer balance between sectors.

Council Officers would confirm with their legal advisors if any issues with changing the differential on general rates as it wasn't included in the public consultation document. However the change was taken to be in light of the submissions following the consultation period **(ACTION)**.

Special harbour operator rates / user pays

The biggest impact that reduced the commercial rate was the introduction of the special harbour operator's rate. Principles for the special harbour operator rate was 80% funded through user pays (a combination of fees and charges and the specialist operator rate) and 20% funded through the commercial and general rate. It was noted that this rate only applies to South Bay harbour and other harbour activities

such as North wharf need to be removed from the specialist rate. It was also noted that the 80% is a target and not necessarily to be implemented in year 1.

It was suggested that the rates model is shown to the special harbour operators, so they are fully aware of how their rates contribute.

Rural recycling

The rural recycling rates total \$28k (which is ~\$69 per rural property). Not all rural communities have access to recycling stations due to the geographics of the rural zone area although they are available for use. The Council agreed to remain with the status quo and this discussion would be picked up as part of the Long Term Plan on whether to provide the service or not.

Differential changes

The footpaths, streetlights, harbour and town centre rates were reviewed. The Council agreed to remain with the status quo.

Accommodation sector charge

Most of the submissions were in favor of the charge. The Council were comfortable with the suggestion to increase.

Public toilets

It is proposed that the public toilets be funded 50/50 general rates and commercial. The Council had no comments.

Rural roading rate

Council Officers ran a scenario to change the roading rate for the commercial sector to 2.2 from 2. After discussion, it was agreed there wasn't sufficient rationale to make this change.

8. CLOSED OF MEETING

The meeting was declared closed at 3.09pm.

CONFIRMED _____

Chairperson

Date

This record will be held in electronic format only

**ACTIONS FROM COUNCIL MEETINGS
AS AT 22 NOVEMBER 2023**

	ACTION ITEMS	ASSIGNED TO	DUE	STATUS
1	<i>Carried Forward from previous Council:</i> Progress Reports: KORl, Kaikōura Cycling Club, Kaikōura Dark Sky Trust, Kaikōura Red Cross Branch		February 2024 April 2024 July 2024	Tabled to October Meeting. Council staff to work with organisations to check if completed.
2	<i>Quarterly Progress Reports from 1-Jul</i> Te Ha, Sports Tasman, Kaikōura Squash Club, Kaikōura Bowling Club, A&P Association, Museum, Dark Sky Trust, Youth Council, Kaikōura Red Cross Branch		February 2024 April 2024 July 2024	Tabled to October Meeting
3	Three hard copies of the rehoused District Plan were requested for elected members.	M Hoggard	-	Waiting for printed copies to arrive.
4	Investigate joint harbour role – KDC/ECAN	W Doughty	Ongoing	Kevin Heays appointed Harbour Safety Officer by ECan. Discussions to be held regarding a possible contract to KDC (noting the contract rule under LAMIA applies).
5	Signs Bylaw Review	D Clibbery	December 2023 lapses	Adoption of new Signs Bylaw is on the Agenda for November meeting.
6	Arrange meeting with Local MP Office once New Government established – discuss Māori Wards, Freedom Camping funding, Audit costs	W Doughty / B Makin	Arrange for early 2024	Letter sent to Stuart Smith.
7	Advice on changing differentials not included in public consultation documentation	P Kearney / S Poulsen	December	To discuss with Philip Jones in the workshop 29 November 2023.

COMPLETED ITEMS

	ACTION ITEMS	ASSIGNED TO	DUE	STATUS
	Signs Bylaw – format document	D Clibbery	Asap	Completed.
	Confirm submission numbers for plan change and rates review	W Doughty	-	Rates Review – 42 submissions Plan Change – 102 submission

Report to:	Council
Date:	29 November 2023
Subject:	Proposed Adoption of Signs Bylaw 2023
Prepared by:	D Clibbery – Senior Manager Operations
Input sought from:	
Authorised by:	W Doughty – Chief Executive Officer

1. SUMMARY

A proposed revised Signs Bylaw is presented for potential adoption by Council following the receipt of submissions from the review process.

2. RECOMMENDATION

It is recommended that:

- a) That report be received, and;
- b) Council adopts and makes the Kaikōura District Signs Bylaw 2023 as per the attached amended consultation draft, subject to any further amendments that Council may approve following the hearing of submissions. The new bylaw shall have effect from 10 December 2023; and
- c) The illumination of signs should in future (and once adopted) be managed through Council’s District Plan rather than through this bylaw, and that provisions regarding the lighting of signs should be incorporated into the private plan change for lighting that is currently being prepared by the Kaikōura Dark Sky Trust.

3. BACKGROUND

As discussed in the report ‘Review of Signs Bylaw’ presented at the Council meeting of 6 September, a process has been underway since May of 2023 to review Council’s existing Signs Bylaw before it ceases to have effect from 11 December 2023.

A draft revised Signs Bylaw was subsequently prepared, which was approved by Council for public consultation at Council’s meeting of 27 September, with a closing date for submissions of 6 November 2023.

4 SUBMISSIONS RECEIVED AND SUGGESTED RESPONSES

14 submissions on the proposed revised bylaw have been received, details or copies of which are provided in Table 1 or otherwise attached.

Efforts were made to inform the community of the proposed changes to the bylaw and its application, not only by placement of advertisements and use of social media, but also by delivery of information on these changes direct to businesses in the main commercial areas.

The receipt of 14 submissions is a significantly better result than when the bylaw was last reviewed in 2011 when only 2 submissions were received and in addition to the receipt of submissions there have been a number of enquiries from business operators regarding the proposed changes. As such it is hoped that there is a relatively high level of awareness of what is being proposed.

The issues raised by the submissions are considered to fall into 7 categories or themes, on which comments or suggested responses are provided in Table 2.

It is believed that two of the suggested responses may require further consideration by Council.

One of these – and which is a recommendation in this report - is that the illumination of signs should in future be managed through Council’s District Plan rather than through this bylaw, and that provisions

regarding the lighting of signs should be incorporated into the private plan change for lighting that is currently being prepared by the Kaikōura Dark Sky Trust.

The other matter that is suggested as warranting the consideration of council is the suggestion by a submitter that sandwich boards should be permitted to be placed alongside buildings, rather than being restricted to being placed at the kerb as the draft bylaw requires.

Whilst this has only been raised by a single submitter and at this point no change to the draft bylaw is proposed regarding the placement of sandwich boards, it is recognised that it was issues related to the management sandwich boards in the central business area that originally motivated KDC's introduction of a signs bylaw, and that as such it may be perceived to have importance.

5 PROPOSED BYLAW FOR ADOPTION

An amended version of the consultation draft Signs Bylaw is attached, within which the proposed changes in response to submissions received are highlighted in green.

Subject to any further amendments agreed by Council following the hearing of submissions and subsequent discussion, it is proposed that Council adopts this as the Kaikōura District Signs Bylaw 2023.

Table 1: Submissions Received

Submission No.	Name	Submission
1	Ted Howard	<p>Kia Ora</p> <p>While generally in favour of the directions taken in this bylaw I have some issues.</p> <p>8 Prohibited signs</p> <p>A</p> <p>13 Illuminated signs</p> <p>I would like to see an addition of a section: (f) are internally illuminated and can be seen from above the horizon. This relates particularly to the Hutton’s Shearwater, but also to nocturnal life generally, including insects.</p> <p>I really got to appreciate just how much light effects wildlife when at the Hutton’s research hut in the headwaters of the Kowhai 3 years ago. On the second night cloud came down low, and we found that even the lights from a single low bean head torch was enough to cause several birds a minute to crash into the hut. Lights off, nothing. Head torch on low, pointed at the floor, inside the hut, and birds would thump into the windows and walls about every 30 seconds. It was that profound!</p> <p>It might not seem like much light to people, but to birds and insects, it means a lot.</p> <p>Part V Approved signs</p> <p>Table 5 - Peninsula</p> <p>No category for wildlife information signs - like Hutton's Shearwater or Banded dotterel or seals or red billed gulls; nor signs detailing historically or culturally significant stories.</p> <p>Table 6 – wider zone</p> <p>The prohibition on sandwich boards and flat signs generally would seem to ban signs informing people of the presence of endangered birds and their nests on our beaches and braided rivers and wider environs.</p> <p>Signs related to wildlife and information signs around natural character need to be generally approvable in any part of the district.</p> <p>Ted</p>
2	Larry Field	Submission attached to this report.
3	Ralph Hogan	<p>Attached is my submission for publication.</p> <p>And I would like to be heard as near last as possible.</p> <p>Thank you</p> <p>Ralph Hogan</p> <p>Submission attached to this report.</p>
4	Colette Doughty	<p>Hi</p> <p>Please find attached my submission for the draft signage bylaw.</p> <p>Thanks, Colette</p> <p>Submission attached to this report.</p>

5	Geoff Harmon	<p>Hello Re Proposed new Signs Bylaw.. Part 1v prohibited signs. No.15 page 7. Referring to vehicle signage . Should be deleted. To get a COF signage is required. Public services vehicles display their name and purpose .. ECan vehicles display their name and purpose as do KDC Private enterprise should be able to advertise their offering as long as they are not offensive .. Cheers Geoff Harmon.</p>
6	Martha Wagoner	<p>I am asking that our council follow through with their commitment to not allowing off-site business signs (Billboards as they are called in the USA) and enforce any off-site sign violations. So much of the American countryside is ruined by these sorts of signs. Many years ago I can remember the difference in the traveling environment (and the environment people lived in as well) when you crossed the state line from Maryland where bill boards were allowed into Virginia where the state laws prohibited them. The incredibly positive psychological effect of the views for those traveling and living in Virginia where you could actually see the landscape rather than those huge signs trying to sell you something, compared to the experience in Maryland, was really striking. Let us keep our countryside beautiful. Also, those signs are an unnecessary distraction from the focus needed for safe driving. Once one business starts putting up these signs, others feel the need to do the same to compete. Such signs also contribute to an unnecessary waste of materials in this age when we are so much more aware of the need to NOT add to the visual and actual pollution of the environment. PLEASE LET OUR COUNCIL STICK WITH THEIR COMMITMENT to keeping our environment beautiful, clean and green. Yours sincerely, Martha Wagoner</p>
7	Rob Wagoner	<p>The council should follow through with their commitment to ban off-site business signs and ask the owners of existing ones to remove them. They are an eyesore and a detriment to enjoying the natural beauty of the Kaikōura District. They are also a safety concern as they distract road users. Sincerely, Robert Wagoner,</p>
8	Courtney Wilson	<p>Please find attached my submission on the Kaikōura Signs Bylaw, 2023. Thank you. Courtney</p> <p>Submission attached to this report.</p>

9	James Boyd	<p>To KKDC, I have read through the proposed Kaikōura District Signs Bylaw and have the following objection to make; Under Part IV – Prohibited Signs 8 Prohibited Signs A. Point 15. I disagree with point 15 So would like to propose that point 15 be removed. This should be up to the owner of the land as long as it doesn't have any effect on the NZTA rules, regulations and policies. I would like the chance to be heard. Cheers James Boyd</p>
10	Lynda Kitchingham	<p>Dear Council, I'm writing in support of Council enforcing the prohibition of off-site signs. Kaikōura has recently been recognized internationally as a very beautiful small town. Too many billboards detract from a towns beauty in my opinion. Also these days most people are doing their travel research on their devices, making billboard less relevant anyway. Thanks for your great work. Lynda Kitchingham</p>
11	Seth Wagoner	<p>Greetings. On reading the draft I was curious as to why freestanding and building mounted signs in area 5 came with the condition "All illumination shall be hooded and directed solely at the sign. No illumination of the sign may occur between 23:00 and sunrise." but others did not. In particular, the hooding seems very important given the desire (a) to protect the Huttons Shearwater and (b) for Kaikōura's potential of eventually becoming a certified low-light region and tapping into the growing astronomical tourism market. However, I then noted that in the prohibited signs section it prohibits signs that: 13 e. "Are illuminated by an external upward facing light source that is not fully shaded from above or which is not focussed only on the sign." which is obviously a similar but not identical restriction. My concern is that if one was to skim over 13.e and focus on the table pertaining to one's area, one might note the absence of the illumination restriction given to all other kinds of sign apart from freestanding and building mounted, and/or in the 3 other defined regions and erroneously conclude that there were no illumination restrictions on those types of signs or in those areas, and then go on to commission some expensive signage which contravened the 13e prohibition. I'm not sure how best to address this issue but I thought I might as well flag it for you. I also noted that vehicle signs are restricted as follows: Signs on or attached to vehicles are permitted provided that the display is incidental to the principal use of the vehicle as a means of transport or conveyance. 'Incidental to the principal use' means the vehicle has a current registration and warrant of fitness and is used in the day to day operation of the business, with the vehicle displaying the signs in the exact location where that business is being conducted. And I wondered (a) what this meant for an out of town business who owns a car with a sign on it that parks in Kaikōura, far away from their place of business, and (b) whether this was going to encourage businesses to park a big sign in front of</p>

		<p>their business in downtown, thus removing a potential parking place, which might be bad for their business but more importantly those around them as well. I don't have any skin in the game here, but just thought I'd mention it.</p> <p>Finally I'd like to say that the restriction against off-site signs is definitely the best part of this proposed by-law as it's important we don't allow our environment to be spoiled in the way so many other towns and cities are, by the unsightly presence of such things in the countryside.</p> <p>I'm ambivalent about appearing to discuss these things, if you think I might add value you could easily convince me, if lots of other people want to talk then I'd happily leave them to it.</p> <p>Best Regards, Seth Wagoner.</p>
12	Dave Barrett	<p>I am pleased to know that Council is standing by its decision of prohibiting off-site signs in Kaikōura.</p> <p>Yours truly, D Barrett Resident</p>
13	Celeste Tai Rakena	<p>Tena koe</p> <p>I am sending this email to support the proposed new signs bylaw> In specific 'In particular amnesty will not be granted for any off-site signs, signs, which are not on the site to which the sign relates, excessive numbers of sandwich board or flat board signs or other signs, that fall into certain 'prohibited' categories.'</p> <p>I do not require for my submission to be heard</p> <p>Thanks Celeste</p>
14	Hamish Simpson	<p>The whaler has now operated for 16 years and Groper Garage this is now our 7th and our outdoor signs/ sandwich board have always been against our building. After trying they never worked on the kerb edge due to cars parking and when opening car doors the signs are in the way, it also blocks the footpath foot traffic. No one walks with 600mm of the building.</p>

Table 2: Submission Issues, Themes and Suggested Responses

Issue / Theme	Raised by (submission #s)	Comments / Proposed Response
Support for prohibition of off-site signs and the effective enforcement of that prohibition	4,6,7,8,10,11,12,13	<p>Aligns with the thoughts of the bylaw review working group.</p> <p>No amendment required. Reinforces the need for a commitment to enforcement.</p>
Control of the lighting of signs to prevent light spill	1,2,4,11	<p>The issues raised by the submitters are considered to generally be valid, and indeed in some cases the suggested changes to the bylaw provisions appear desirable to address imperfections in those provisions or inconsistencies with other regulatory tools.</p> <p>On reflection it is however believed that controls on the lighting of signs would be more appropriately implemented through the forthcoming proposed amendments to the Kaikōura District Plan rather than through the Signs Bylaw.</p> <p>It appears that the objectives of the submitters in respect of the lighting of signs are largely the same as those proposed to be addressed through the amendments to the District Plan, and that as such it would be appropriate for those objectives in regard to signs to be given effect through a single regulatory tool, that being the District Plan.</p> <p>It would for example appear unreasonable to have absolute controls on the spill of lighting from signs under a bylaw if other potentially different and possibly discretionary controls on spill from the lighting of other objects were put in place under the District Plan, the details of which are not yet known because the District Plan change is subject to consultation.</p> <p>Having two independent regulatory tools attempting to control similar effects also creates potential for unnecessary complexity and potential inconsistencies and contradictions.</p> <p>It is therefore suggested that only limited changes are made to the wording regarding the lighting of signs in the draft Signs Bylaw, with the bylaw provisions only used as a temporary method of control until such time as the change to the District Plan is made, and that all prescriptive content relating to the lighting of signs is then removed from the bylaw by an amendment.</p> <p>This approach would also align with the previously made recommendation that ultimately all controls relating to signs should be provided by the District Plan rather than a bylaw, as occurs in most other local authorities.</p>

		<p>At this point it is therefore suggested that the provisions of the draft Signs Bylaw remain unchanged except for amending section 8(A)13 (prohibited signs) to the following:</p> <p><i>13. Illuminated signs that:</i></p> <ul style="list-style-type: none"> a. <i>Result in light spill greater than 3 lux at any point 2 metres inside any adjacent property.</i> b. <i>Are internally illuminated and have luminance that exceeds 100 candelas per square metre measured at any point 2 metres from the sign between the hours of sunrise and sunset.; or</i> c. <i>Are illuminated outside the hours of the activity for which the sign relates; or</i> d. <i>Are illuminated by an external upward or laterally facing light source, or a source which is not entirely focussed on the sign.</i> <p>Since these prohibitions take precedence over approvals within the bylaw these changes are considered sufficient to provide the desired controls until these matters are incorporated into the District Plan.</p>
<p>Concerns regarding permission of inappropriate vehicle mounted signage, and concerns regarding prohibition of appropriate vehicle mounted signage.</p>	<p>5,9,11</p>	<p>Is believed that both concerns have arisen from the submitters not fully reading or understanding both of the key provisions regarding vehicle mounted signage, these being (Section 8 (A) 15) which is intended to prevent the use of vehicles for the purposes about which submitter 11 is concerned, whilst the provisions related to Vehicle Signs in Table 1 permit the type of use which about which submitters 5 and 9 appear concerned that the bylaw prohibits.</p> <p>To clarify this it is proposed that the following words are added to 8(A)15:</p> <p><i>'Signage on vehicles that are primarily used for transport or conveyance is however permitted – see Table 1 for further details.'</i></p>
<p>Concern that public information signs, including signs relating to health, safety, environmental, cultural or historic matters will not be permitted</p>	<p>1,3</p>	<p>The intention was that such signs would be approved as Legally Authorised Signs in Table 1 of the bylaw.</p> <p>To make this clearer it is suggested that the definition of 'Legally Authorised Signs' in Table 1 is extended to include:</p>

		<i>'Public information signs on public lands that are displayed with the approval of the relevant managing authority (KDC, ECan or DoC)'</i>
Suggestion that sandwich board signs should be permitted to be placed close to the building frontage (currently only permitted to be placed alongside the kerb)	14	<p>Permitting sandwich boards either against the kerb or against the building could result in the path for pedestrians becoming undulating. Some such undulation could however already potentially occur because the Structures and Works in Public Places permits items such as furniture or merchandise stands to be placed on footpaths against buildings.</p> <p>A possible amendment to the bylaw could be replacing the wording 'Must be against kerb edge, perpendicular to the kerb' with <i>'Must be against kerb edge or against the building, perpendicular to the kerb or the building wall'</i></p> <p>Input from Council is however sought regarding whether such a change should be made.</p>
Suggested changes to wording regarding signs qualifying for amnesty	3	<p>It is not considered necessary to include temporary signs in the amnesty provisions, because they are temporary and will need to be removed anyway.</p> <p>It is agreed that flags should be included in the types of signs that cannot be subject to amnesty.</p> <p>It is also agreed that 8A1 could be included in the categories not qualifying for amnesty, even though this is arguably too much duplication.</p> <p>It is not agreed that illuminated signs should be excluded from amnesty at this point. It is believed that a more appropriate time for addressing existing illuminated signs would be through the District Plan after the forthcoming private plan change for lighting currently being prepared by the Kaikōura Dark Sky is made.</p>
Suggested revised descriptions / maps of zones referenced by bylaw	3	No change is proposed. Current zone definitions are provided by the District Plan. Duplicating District Plan content in other documents creates requirement for ensuring future alignment and potential for inconsistencies.
Concern that a sign that is not compliant with the bylaw could be authorised by a resource consent	3	The associated risk is considered low and no change is proposed. This is however another reason why it would be prudent to have all controls on signs within the District Plan.

6. FINANCIAL IMPLICATIONS AND RISKS

There is considered to be little if any direct financial implications or risk for Council from the proposed changes to the bylaw.

7. RELEVANT LEGISLATION & DELEGATED AUTHORITY

The power to make bylaws is provided by section 145 of the Local Government Act 2002, and the power and requirement to review bylaws is provided by sections 159 and 160 of the Act.

8. COMMUNITY OUTCOMES

The issue discussed in this report relates to the following community outcomes:



Community

We communicate, engage and inform our community



Development

We promote and support the development of our economy



Future

We work with our community and our partners to create a better place for future generations

Corrected 10.11.23

The Chief Executive
Kaikōura District Council,
PO Box 6, KAIKŌURA 7300

Dr. L. H. Field
address redacted

Dear Will,

I would like to submit the following comments on the newly proposed Signage Bylaw. I support the Council's efforts with this bylaw, and the reasons which are put forth will certainly make the rules more understandable and enforceable.

I am a Trustee of the Kaikoura Dark Sky Trust whose remit has been to study all aspects of residential and urban night lighting and apply this knowledge to the preparation of the KDST application to gain International Dark Sky Sanctuary accreditation for the Kaikoura District. I am therefore aware of relative aspects of the proposed draft Lighting Management Plan, prepared by Kahu Environmental (for the above application) which pertain to management of signage illumination, as well as of guidelines from the International Dark Sky Association on this subject.

In the extracted sections of the proposed bylaw, my comments in red relate to the yellow highlighted wording.

PART IV - PROHIBITED SIGNS

8. PROHIBITED SIGNS

A. The following signs are prohibited:

13. Illuminated signs that:

a. Have lights which result in illumination of residential properties, buildings or roads; or

Need to specify the limit of intensity spilling onto the above residential sites, since an illuminated sign could be seen from a bedroom window at 10km and would be therefore be deemed to be illuminating that site.

b. Have light spill greater than 2 lux on the boundary of the site the sign is located on; or

c. Are internally illuminated and have luminance that exceeds 100 candelas per square metre between the hours of sunrise and sunset.; or

Need to indicate at what point or distance from the sign the luminance is measured, since intensity falls off with the inverse square of distance from sign.

d. Are illuminated outside the hours of the activity for which the sign relates; or

e. Are illuminated by an external upward facing light source that is not fully shaded from above or which is not focussed only on the sign.

There is a conflict in terms: an upward facing light that is fully shielded from above cannot illuminate a sign above it, by definition. I suggest that the bylaw wording disallows any upward or lateral lighting onto a sign and specify that external lighting must be from above. The wording could be: "e. Are

illuminated by an external upward or laterally facing light source. In fact, both the International Dark Sky Application guidelines and the Kahu LMP draft, both emphasize disallowing upward lighting of signs, as shown below:

KAHU plan: SIGN-S1 4. Any external illumination of a sign: Shall not be from an upward facing light source Shall be from a light source that is shielded from above in such a manner that the edge of the shield is below the whole of the light source Shall be focused only on the sign to be illuminated
--

The requirement that lighting should be “focused only on the sign to be illuminated” is very helpful in terms of reducing light pollution, but it creates a difficulty in finding luminaires which could do the job. One of the few effective ways of doing that is by using LED batten lights (which replace fluorescent tubes) which are shielded in front and sides and which illuminate only downwards onto a sign.

In terms of light pollution escaping into the night sky, lateral illumination of signs should be disallowed.

On TABLE 5 of the draft bylaw, the following wording is used for Controls on free standing and building mounted signs:

“All illumination shall be hooded and directed solely at the sign. “

There is a problem in use of the terms “hooded, shaded and shielded”. International terminology uses “shield, shielding, shielded” to refer to blocking the direction of emitted light. But because “hooded, shaded and shielded and fully shielded etc are easily abused in interpretation when choosing lighting, I suggest that:

a) The word “shield” should replace “hood” and be defined in DEFINITIONS section at the beginning of the bylaw. Included in this definition should be “horizontal cutoff shielding” and “full shielding”, where:

shield = An opaque cover which blocks the emission of light in a certain direction.

horizontal shielding = Shielding from above such that the edge of the shield shall be below the whole of the light source, where "source" includes any semi-transparent lens, globe, or reflecting structure beneath the bulb or LED array.

Full shielding = shielding from above such that the light emission is directed only at that area intended for illumination.

These definitions refine and clarify, for example, the bylaw in PROHIBITED SIGNS, Paragraph 13 e, where both “fully” and “shaded” are used without clear definitions, as well as in Table 5, first two categories, where “hooded” is used similarly. These terms will also be encountered in the KDST proposed LMP.

Respectively submitted,

Laurence H. Field

Laurence H. Field, Trustee Kaikoura Dark Sky Trust

Submission on Kaikoura Signs Bylaw 2023
From Ralph Hogan
31 October

I would like to be heard at the hearing.

I feel the most important point is that while the draft bylaw, as proposed, does retain the long-standing prohibition of off-site signs (billboards), there will likely be resistance by a handful of businesses that have disrespected this rule over the years. The council has, in their presentation of this revised bylaw, proposed to radically relax some significant restrictions on building signs with the quid pro quo of finally committing to full enforcement of the off-site sign prohibition.

The limited amnesty proposal in the draft does not include any off-site signs and pretty much only covers a few on-site signs. However, the proposal to increase the allowable signage on all building faces to 45% in some of the business zones, in effect, gives amnesty to many building signs that were installed in violation of the current bylaw.

- The current bylaw allows 15% on primary faces, 10% on secondary faces, and 5% on roof faces.
- The 45% proposal increases allowable signage on buildings in the town by 3X, 4.5X, and 9X respectively.

Because Council did not adequately enforce many of the past restrictions, there are now so very many violations to deal with. So, practically speaking, this 45% rule would substantially reduce this enforcement burden on Council. This does not say I think this would enhance the aesthetic value of our town, rather quite the opposite. However, the only way I can somehow see this as acceptable for our unique district is if Council follows through with their commitment of enforcing all the off-site sign violations, past and present, as they have indicated they would do. This commitment would greatly reduce the overall enforcement responsibility of Council while initially only slightly increasing actual enforcement of a relatively small fraction of previous violations.

It should be noted that the off-site sign prohibition is not new. I understand it goes back as far as the Signs Bylaw of 2002. The relatively high degree of compliance for this particular prohibition indicates it has been a well-known taboo in our community. Because most businesses have respected the long-standing prohibition on off-site signs, we enjoy a nearly pristine landscape and minimal clutter in the town from off-site signage. But without fair and consistent enforcement, we have seen an increase in violations in recent times and if unchecked could prove to be devastating. Consistent enforcement helps to reduce the copycat infractions thus reducing the overall effort to enforce.

I am concerned that the commitment to enforcement may soften while the radically relaxed restrictions on other signage would remain. So, it might be good to write into the bylaw some language that more clearly reinforces that any off-site signs that remain in violation and are not already protected by an existing resource consent will be required to be removed.

It has been stated in discussions with Council staff that a resource consent may not be granted that allows a sign that countermands restrictions in this bylaw because the District Plan refers all signage issues to the Signs Bylaw and within that Bylaw there are prohibited activities. But the wording in the draft bylaw seems to imply the contrary. The concern is that this ambiguity might enable a workaround, allowing some off-site signs to remain. It would be prudent to clarify this question in the bylaw before adoption.

Allowed signs should include signs to protect public health, safety and the environment if approved by Council. This could be included in Part V preamble or Table 1.

Specific suggestions follow. Wording from draft bylaw in plain text. *My notations are in italics.*

Page 8 Part V - Approved Signs

Approved signs include signs to protect public health, safety, or the environment if approved by Council.

Or this could be included in Table 1.

Page 10 Table 1: Signs with Approval in all areas

Signs Authorised by Resource Consents

All signs displayed in accordance with any resource consent (whether granted before or after the commencement of this bylaw and including any deemed resource consent under Part XV of the Resource Management Act 1991)...

- *The language in this section still implies that a resource consent may allow, after the fact, a sign that countermands restrictions in this bylaw. (See explanation above)*

Signs Granted Amnesty (recommended changes)

All existing ~~permanent~~ signs established before 1 September 2023 except off-site signs, sandwich boards, flatboards, ~~flags~~, and any signs that are prohibited under any of clauses ~~8A(2)-8A(1)~~ to 8A(9) inclusive, 8A(13), 8A(15), 8B or 8C of Part IV of this bylaw. Such approvals under amnesty will however cease when the sign is renewed, modified, or replaced.

Reasons for above modifications to draft.

- *The word “permanent” should be stricken as some of the signs referred to in that sentence are not permanent.*
- *“Flags” was inadvertently dropped and should be added back in.*
- *8A(1) regarding off-site signs should be included in the exclusion from amnesty even though it is mentioned in the previous text as this is such an important aspect.*
- *8A(13) regarding illumination should be included in the exclusion from amnesty in light of Night Sky accreditation. Council can work with people to help them come into compliance.*

Page 11 Table 2: Conditions for Signs to be approved in Mixed Use Zone (Part of Beach Road, Wakatu Quay)

- *What part of Beach Road? This should be delineated on a map more precisely.*

Building Mounted Sign (Total Area)

45% of wall or roof areas

- *This means a radical increase in allowable signage on buildings. Not desirable but defensible with a serious commitment to enforcement of all off-site sign violations.*

Page 12 Table 3: ...(West End, Killarney to Brighton Street Blocks)

- *Needs clarification.*
- *Why not just say from SH1 and West End to and including Killarney and Brighton Street blocks.*
- *Better yet, include a map.*

Building Mounted Sign (Total Area)

45% of wall or roof areas

- *This means a radical increase in allowable signage on buildings. Not desirable but defensible with a serious commitment to enforcement of all off-site sign violations.*



Will Doughty
The Chief Executive
Kaikōura District Council
Kaikōura 7300

31st October 2023

Re: Kaikōura District Signs Bylaw 2023

Kia ora Will,

As the project co-ordinator of the Kaikōura Dark Sky Trust I would like to thank the Kaikōura District Council for the time spent preparing the draft Kaikōura District Signs Bylaw 2023.

From a Dark Sky perspective, you have carried through several of the provisions that we are proposing for the draft PC5 Lighting District Plan Change which is fantastic.

I would like to submit the following comments on the newly proposed Signage Bylaw. I support the Council's efforts with this bylaw, and the reasons which are put forth will certainly make the rules more understandable and enforceable.

I work closely with key members of the Kaikoura Dark Sky Trust and our remit has been to study all aspects of residential and urban night lighting and apply this knowledge to the preparation of the KDST application to gain International Dark Sky Sanctuary accreditation for the Kaikoura District. I am therefore aware of relative aspects of the proposed draft Lighting Management Plan, prepared by Kahu Environmental (for the above application) which pertain to management of signage illumination, as well as of guidelines from the International Dark Sky Association on this subject.

In the extracted sections of the proposed bylaw, my comments **in red** relate to the yellow highlighted wording.

PART IV - PROHIBITED SIGNS

8. PROHIBITED SIGNS

A. The following signs are Prohibited:

13. Illuminated signs that:

- a. Have lights which result in illumination of residential properties, buildings or roads; or
- b. Have light spill greater than **2 lux on the boundary** of the site the sign is located on; or

The draft Kahu LMP for the KDC indicates 3 lux at 2m inside a boundary. This conflicts with above. Perhaps the latter wording should be used to avoid future conflict.





c. Are internally illuminated and have **luminance** that exceeds 100 candelas per square metre between the hours of sunrise and sunset.; or

I would change wording to: “luminance at source” (this clarifies that the intensity meant is that specified by the manufacturer, not that of some arbitrary distance from the luminaire).

d. Are illuminated outside the hours of the activity for which the sign relates; or

e. Are illuminated by an external **upward facing light source that is not fully shaded from above** or which is not focussed only on the sign.

There is a conflict in terms: an upward facing light that is fully shielded from above cannot illuminate a sign above it, by definition. I suggest that the wording disallows any upward or lateral lighting onto a sign and specify that external lighting must be from above. The wording could be: “e. Are illuminated by an external upward or laterally facing light source or which is not focussed only on the sign.”

In fact, both the International Dark Sky Application guidelines and the Kahu LMP draft, both emphasize disallowing upward lighting of signs, as shown below:

KAHU plan:

SIGN-S1

4. Any external illumination of a sign:

Shall not be from an upward facing light source

Shall be from a light source that is shielded from above in such a manner that the edge of the shield is below the whole of the light source

Shall be focused only on the sign to be illuminated

The requirement that lighting should be “focused only on the sign to be illuminated” is very helpful in terms of reducing light pollution, but it creates a difficulty in finding luminaires which could do the job. One of the few effective ways of doing that is by using LED batten lights (which replace fluorescent tubes) which are shielded in front and which illuminate only downwards onto a sign. In terms of light pollution escaping into the night sky, lateral illumination of signs should be disallowed.

On TABLE 5 of the draft bylaw, the following wording is used for Controls on free standing and building mounted signs:

“All illumination shall be **hooded** and directed solely at the sign. “

There is a problem in use of the terms “hooded, shaded and shielded”. International terminology uses “shield, shielding, shielded” to refer to blocking the direction of emitted light. But because “hooded, shaded and shielded and fully shielded etc are easily abused in interpretation when choosing lighting, I suggest that:

a) The word “shield” should replace “hood” and be defined in DEFINITIONS section at the beginning of the bylaw. Included in this definition should be “horizontal cutoff shielding” and “full shielding”, where:





shield = An opaque cover which blocks the emission of light in a certain direction.

horizontal shielding = Shielding from above such that the edge of the shield shall be below the whole of the light source.

Full shielding = shielding from above such that the light emission is directed only at that area intended for illumination.

These definitions refine and clarify, for example, the bylaw in PROHIBITED SIGNS, Paragraph 13 e, where both “fully” and “shaded” are used without clear definitions, as well as in Table 5, first two categories, where “hooded” is used similarly. These terms will also be encountered in the KDST proposed LMP.

I am happy to be heard by the council in support of my submission along with Larry Field.

Ngā mihi,

A handwritten signature in black ink, appearing to read "Colette", with a long horizontal flourish extending to the right.

Colette Doughty

Project-Coordinator of the Kaikōura Dark Sky Trust

Submission on Kaikoura Signs Bylaw 2023
Rev. Courtney Wilson
November 4th, 2023

I would like to be heard at the hearing.

I am pleased to see that the draft bylaw is committed to full enforcement of the off-site signs prohibition.

There's a principle that like tends to attract like. One dirty dish on an otherwise clutter-free countertop will attract other dirty dishes. In the same way, graffiti often attracts other graffiti. Off-site signs will, over time, attract other off-site signs. The visual clutter that can result will impede people's ability to enjoy the extraordinary natural beauty in Kaikoura.

I would like to see the Council remain fully committed to removing all off-site signs that violate the bylaw.

In light of Kaikoura's bid to become an accredited dark sky sanctuary, I would also like to see excluded from amnesty any signs that contribute to light pollution.

Sincerely,
Courtney Wilson



Kaikoura District

Signs Bylaw

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Please read PART III (Page 6) to understand the application of this bylaw

PART I - INTRODUCTORY

1. TITLE

This bylaw shall be cited as the Kaikoura District Signs Bylaw 2023.

2. COMMENCEMENT

This bylaw shall come into force on 10th December 2023.

3. PURPOSE

The purpose of the bylaw is to ensure that signs are erected, maintained and displayed in a manner that does not present a hazard or a danger to public safety or create nuisance.

Note: Waka Kotahi New Zealand Transport Agency as a road controlling authority has its own bylaw for the control of signs on State Highways. Signs on State Highways are however also subject to the provisions of this Council bylaw.

PART II - INTERPRETATION

4. DEFINITIONS

In this bylaw:

Access Way has the same meaning as in Section 315(1) Local Government Act 1974.

Approved Sign means a sign that meets the relevant criteria of Part V of this Bylaw and is not a Prohibited Sign under Part IV of this Bylaw.

Banner means any sign made of flexible material, suspended in the air and supported on more than one side by poles, ties, or cables.

Building has the same meaning as in Section 8 of the Building Act 2004.

Building Mounted Sign means any publicly visible sign that is attached immediately parallel to or is painted directly on the face or roof of a building including signs on the face of a veranda.

Business Zone for the purpose of this bylaw is as described in the Kaikoura District Council proposed and subsequently operative District Plan and planning maps.

Captive Balloon means a non-powered balloon for advertising purposes, which is tethered to a site or structure on a site.

Construction Sign means a sign providing information on construction, development, building or demolition work being conducted, or proposed to be conducted on a site.

Council means the Kaikoura District Council.

Commercial Zone for the purpose of this bylaw is as described and delineated in the proposed and subsequently operative Kaikoura District Plan and Planning maps.

Commercial Sexual Services has the same meaning as defined in the Prostitution Reform Act 2003

Community Facilities means facilities providing essential community services on a not-for-profit basis.

Directional Sign means a sign which provides direction to a particular commercial activity, industrial zone or public facility:

Display includes:

- To construct or maintain
- To cause, permit or allow to be displayed.

District means the area for the time being administered by the Kaikoura District Council

Enforcement Officer means any person appointed by the Council under Clause 11 of this bylaw to carry out all or any of the functions of an Enforcement officer under this bylaw.

Flashing Sign means a sign with lights or any other forms of illumination which flash, move, rotate, scintillate, blink, flicker or have any similar visual effect or which varies in intensity or in colour, or which uses intermittent electrical pulsations. These signs are prohibited.

Flatboard Sign is a portable flat publicly visible sign which is not self-supporting, which is leant flat against a vertical building wall or fence or other structure to which it relates, and which does not significantly intrude into a footpath or other public space.

Footpath has the same meaning as in Section 315(1) of the Local Government Act 1974.

Flag means a sign intended for the purposes of advertising or to attract attention but which is usually mounted on a flagpole or similar device and which is usually made from fabric, textile or cloth. National flags are not considered flags for the purpose of this bylaw.

Freestanding Sign means any publicly visible sign that is fixed on or into the ground and that is standing on its own, independent of any building for its primary support. Includes signs fixed to fences.

Illuminated Sign includes:

- Any sign the whole or any part of which is illuminated by any means and
- A sign on a light of any kind.

Mixed Use Zone for the purpose of this bylaw is as described and delineated in the proposed and subsequently operative Kaikoura District Plan and Planning maps.

Moving Signs means a sign which physically moves or appears to move in whole or in part. This excludes captive balloons, flags or banners. Moving signs are prohibited.

Noise Sign Any device that attracts attention and notice in an aural manner. Noise signs are prohibited.

Occupier has the same meaning as in the Local Government Act 1974.

Offsite Sign is a sign which does not relate to goods, services or events that are available or take place at the site where the sign is located.

Owner has the same meaning as in the Local Government Act 1974.

Person includes a corporation sole, a body corporate, and any unincorporated body of persons.

Prohibited sign means a sign prohibited by Part IV of this bylaw.

Protruding Sign a publicly visible sign attached to a building which extends beyond the boundary of the site to which the sign relates into a space above a public place, but does not include signs on the face of or under verandas, sandwich boards or flatboards.

Public Place includes any place that, at any time, is open to or is being used by the public, whether of right or not, and whether for free or for payment of a charge.

Road Boundary of a site means a boundary of a site contiguous to a boundary or proposed final boundary of any legal road (other than an access way or service lane).

Road has the same meaning as in Section 315(1) of the Local Government Act 1974.

Sandwich Board means a publicly visible one or two sided sign that is self supporting and portable, which is located on a footpath or other public space outside the premises to which it relates.

Service Lane has the same meaning as in Section 315(1) of the Local Government Act 1974

Sign - for the purpose of this bylaw includes:

- Any name, figure, character, outline, display, device, delineation, announcement, design, logo, painting or other artwork, poster, handbill, hoarding or any other thing of a similar nature which is intended to attract attention and convey a message, and includes;
- All material and components comprising the sign, its frame, background, structure, any support and any means by which the sign is attached to any other thing;
- A banner, captive balloon, flag, flashing sign, flat board, sign, illuminated sign, moving sign, roof sign, sandwich board, streamer or other similar object;

and which is visible from a road or any public place.

Site - In this bylaw, "site" means:

- When used in relation to land, means any land which is lawfully permitted to be used for an activity and which; If it is under the Land Transfer Act 1952, is contained in one Certificate of Title; or; If it is subject to a Unit Plan under the Unit Titles Act 1972 is, the whole of the land comprised in a Unit Title on the Plan; or If the land is not subject to the Land Transfer Act or Unit Titles Act is the whole of the parcel of land last acquired under one instrument of conveyance.
- "Site" includes the air space above land or water.
- A "site" intersected by a road, river or railway line shall constitute one site.
- If a "site" is used for any activity in conjunction with any other site or sites, then for the purpose of this bylaw all sites are deemed to be one site if: o the sites adjoin one another; or o the sites are intersected by a road, river or railway line.
- If any "site" is crossed by a zone boundary under the District Plan, the site is deemed to be divided into two or more sites by the zone boundary.
- Where a "site" is situated partly within the district of the Council and partly in an adjoining district, then the part situated in the district shall be deemed to be one site.

Under Veranda Sign means a sign attached to the under side of a veranda

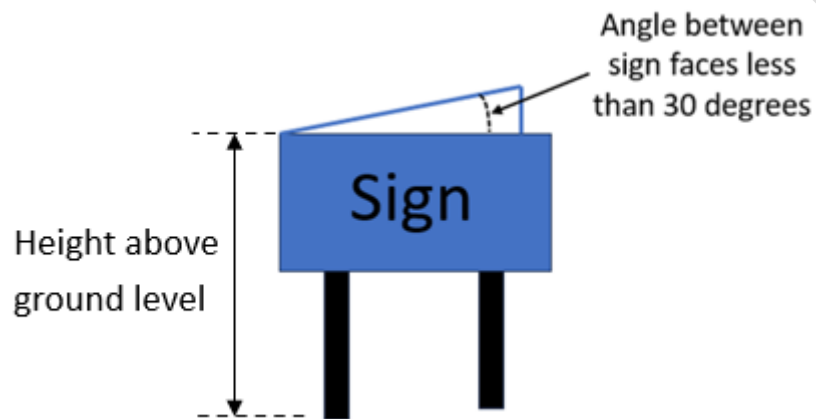
Vehicle has the same meaning as in the Land Transport Act 1998.

Veranda means a roof of any kind which extends out from a face of a building and which continues along the whole of that face of the building.

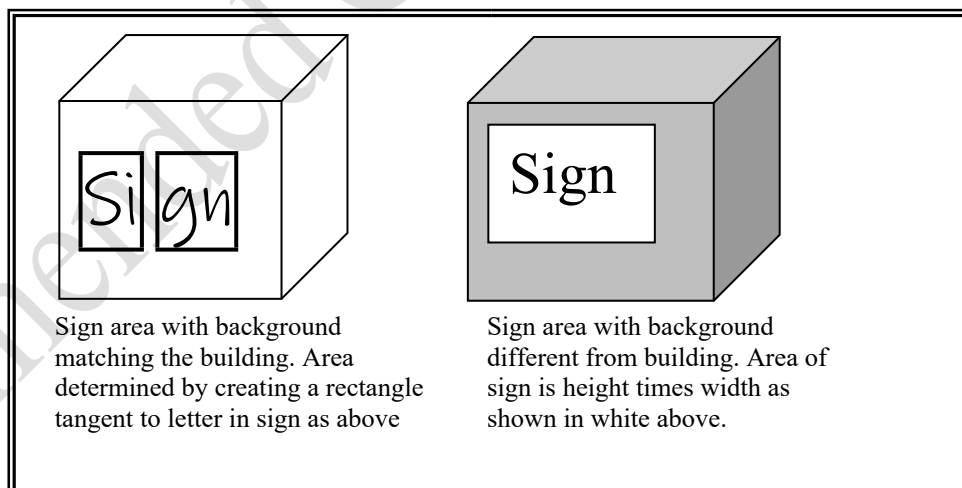
Veranda Face has a corresponding meaning and includes the whole or part of the area of the veranda that is parallel or perpendicular to a road or access way.

5. DETERMINING AREA OF SIGNS

1. Where a sign is double sided and the angle between the two faces is less than 30 degrees, the area of the sign will be considered to be that of a single face. If the angle between faces is more than 30 degrees the area will be considered to be the sum of the areas of both faces.



2. If a sign is displayed on a wall or window or roof the area of a sign means the area actually or notionally enclosed, as the case may be, by the outside of a line drawn around the sign as indicated in the following figure:



6. OTHER LEGISLATION

A reference in this bylaw to any statute, regulation, plan or bylaw (unless the context otherwise requires) includes reference to all later statutes, regulations, plans, changes to plans and bylaws made in amendment or substitution of the statute, regulation, plan or bylaw cited.

Compliance with this bylaw does not remove the need to comply with any Act, regulation, rules of law or any operative or proposed regional or district plan under the Resource Management Act 1991 or any other bylaw.

This bylaw shall have full force and effect unless inconsistent with any Act, regulations or the provisions of any operative or proposed regional or district plan under the Resource Management Act.

PART III - CONTROL OF SIGNS

7. CONTROL OF SIGNS

No sign shall be displayed unless it:

1. Is not a Prohibited sign under any provision(s) of Part IV of this bylaw; and either
2. Meets all the criteria to be an approved sign of that particular type in any area of the Kaikōura District in accordance with Table 1 of Part V of this bylaw; or
3. Meets all the criteria to be an approved sign of that particular type in the area where it is to be displayed, in accordance with the relevant Table 2,3,4,5 or 6 of Part V of this bylaw.

PART IV - PROHIBITED SIGNS

8. PROHIBITED SIGNS

A. The following signs are Prohibited:

1. Off-Site signs other than signs for temporary events for which approval for the signs has been obtained from Council.
2. Signs erected without Council permission on Council controlled land.
3. Signs erected on land without permission of the landowner
4. Flashing signs or flickering and flashing lights used for advertising.
5. Moving signs.
6. Signs causing direct glare.
7. Signs creating any optical illusion.
8. Noise signs.
9. Signs attached to a tree unless the sign identifies the species of tree and/or its classification under the District Plan.
10. Building Mounted signs for which any part of the sign extends for more than 200mm above the height of the nearest part of the roof of the building to which they are attached.

11. Signs on properties along roads with posted speed limits over 50 kph which meet any of the following criteria:
 - a. Have lettering with a height of less than 160mm or display more than 6 words and/or symbols, or have a total of more than 40 characters.
 - b. Are less than 100 metres from an official sign or traffic signal.
 - c. Are on the State Highway and are not at right angles to road or otherwise positioned to avoid vehicle headlights reflection.
 - d. Are on State Highway and are illuminated.
12. Signage that is in, or is visible from, a public place, and that advertises commercial sexual services.
13. Illuminated signs that:
 - a. Result in light spill greater than 3 lux at any point 2 metres inside any adjacent property; or
 - b. Are internally illuminated and have luminance that exceeds 100 candelas per square metre measured at any point 2 metres from the sign between the hours of sunrise and sunset.; or
 - c. Are illuminated outside the hours of the activity for which the sign relates; or
 - d. Are illuminated by an external upward or laterally facing light source, or a source which is not entirely focussed on the sign.
14. Signs that extend beyond the boundary of the site to which the sign relates unless they are explicitly permitted in this bylaw.
15. Signs in, on or attached to any vehicle or trailer parked in or visible from any road or public space for the principal purpose of advertising. Signage on vehicles that are primarily used for transport or conveyance is however permitted – see Table 1 for further details.
16. Signs attached to buildings where either:
 - I. The total area of signs attached to the walls of the building that are visible from an adjacent public place exceeds 45% of the total area of those visible walls; or
 - II. The total area of signs attached to the roof of the building that are visible from an adjacent public place exceeds 45% of the total area of that visible roof;

Unless either:

 - III. Such areas of signs on a particular building have been approved by a resolution of Council on the basis that these areas of signs include elements such as murals that are considered to have aesthetic merit and are of a nature that is appropriate and complementary to the character of the Kaikōura community; or
 - IV. The building in question is a wall-less cover over a petrol station.

- B. Notwithstanding any other provision of this bylaw or any permit issued under the bylaw, no sign shall be displayed if:
 - 1. That display or manner of display is or is likely to be harmful or dangerous; or
 - 2. In the reasonable opinion of an enforcement officer offensive, objectionable, indecent, obscene, threatening or insulting.
- C. Notwithstanding any other provision of this bylaw no sign shall be displayed if the sign:
 - 1. Obstructs the view of any driver or pedestrian of any corner, bend, intersection, access or vehicle crossing; or
 - 2. Obstructs, obscures or impairs the view of any driver or pedestrian of any traffic sign or signal; or
 - 3. Resembles or is likely to be confused with any traffic sign or signal; or
 - 4. Uses reflective materials that may interfere with the vision of any driver or pedestrian; or
 - 5. Creates a hazard to road users or pedestrians.

PART V - APPROVED SIGNS

For certain types of signs the criteria for approval are the same regardless of where the signs are to be located within the Kaikōura District. The approval criteria for these signs are listed in the following Table 1. For other types of signs the approval criteria for those particular types vary between different areas within the District. The approval criteria for these types of signs in these different areas listed in the following Tables 2 to 7.

In every case for a sign to be displayed it must both meet all the relevant conditions in the relevant table and must not have characteristics that make it a Prohibited Sign under Part IV of this Bylaw

Table 1: Signs with Approval in all areas

Sign Type	Conditions for Approval (All conditions must be satisfied, and the sign must not be a prohibited sign under Part IV of this Bylaw)
Minor Temporary Sign	<ul style="list-style-type: none"> • Single sign per site, less than 1 square metre, display permitted for not more than 1 month in total in any 12-month period. • Sign must relate to goods, services or events that are available or take place at the site where the sign is located. • Shall not be illuminated.
Temporary Signs for specific events or activities (if not covered by other sign types)	<ul style="list-style-type: none"> • Permit required from Council. Issue of such a permit will be subject to any conditions considered appropriate by relevant officers of Council. • Conditions will include maximum display period of four months in any 12-month period, signs to be removed within 2 days of the completion of the event or activity to which the sign relates. • Shall not be illuminated.
Property For Sale Signs	<ul style="list-style-type: none"> • One sign per real estate agent per site, maximum sign area 1.1 square metres • Maximum of three signs in total on any site • If the property is for sale by auction one sign only with a maximum area of 2.2 square metres • All Property for Sale (or ‘Sold’) Signs to be removed within 2 weeks of the sale being completed • Shall not be illuminated
Vehicle Signs	<p>Signs on or attached to vehicles are permitted provided that the display is incidental to the principal use of the vehicle as a means of transport or conveyance. ‘Incidental to the principal use’ means the vehicle has a current registration and warrant of fitness and is used in the day to day operation of the business, with the vehicle displaying the signs in the exact location where that business is being conducted.</p> <p>No vehicle shall be visible to the public for the sole purpose of advertising. Signs shall not be illuminated.</p>
Construction Signs	<ul style="list-style-type: none"> • A single freestanding sign with a maximum area of 1.5 square metres. Shall not be illuminated. • May be displayed not more than 14 days before works commence, and not more than 14 days after works are completed.

Table 1 (Continued): Signs with Approval in all areas

Sign Type	Conditions for Approval (All conditions must be satisfied, and the sign must not be a prohibited sign under Part IV of this Bylaw)
Directional Signs	<p>Only permitted where in the view of Council’s Roading Engineer the sign is likely to significantly contribute to effectively directing people to community facilities or reducing traffic congestion (for example identifying a route that avoids the town centre) or improving traffic safety. If approved such signs shall:</p> <ul style="list-style-type: none"> • Be coloured to a recognised international standard; and • Be not greater than 225mm by 1.2metres in size; and • Contain only the name of the facility to which it relates; and • Not be illuminated.
Election Signs	<ul style="list-style-type: none"> • Only permitted in accordance with the current provisions of the Electoral Act 1993 and the Electoral (Advertisement of a Specified Kind) Regulations 2005. This Bylaw does not give any permissions for the display of election signs beyond those provided by these Regulations. • Election signs will not be permitted to be erected on Council controlled land. • Shall not be illuminated.
Legally Authorised Signs	<ul style="list-style-type: none"> • Signs required to be displayed by any other legislation or discharging a statutory function and displayed in accordance with the provisions of that legislation. • Public information signs on public lands that are displayed with the approval of the relevant managing authority (KDC, ECan or DoC)
Signs Authorised by Resource Consents	<p>All signs displayed in accordance with any resource consent (whether granted before or after the commencement of this bylaw and including any deemed resource consent under Part XV of the Resource Management Act 1991). May not be illuminated unless this is permitted by a condition of the resource consent.</p>
Signs Granted Amnesty	<p>All existing permanent signs established before 1 September 2023 except off-site signs, sandwich boards, flatboards, flags and any signs that are prohibited under any of clauses 8A(1) to 8A(9) inclusive, 8A(15), 8B or 8C of Part IV of this bylaw. Such approvals under amnesty will however cease when the sign is renewed, modified or replaced.</p>

Table 2: Conditions for Signs to be approved in Mixed Use Zone (Part of Beach Road, Wakatu Quay)

To be approved signs must satisfy all conditions below for the relevant type of sign and must not be a prohibited sign under Part IV of this Bylaw.

Sign Type	Maximum Number of Signs	Maximum Total Area (for all signs of this type per business)	Height above ground level (any part of sign)		Other Conditions
			Minimum	Maximum	
Free Standing Sign	No Limit	3 square metres or 10 square metres for retail buildings with footprints of more than 1500 square metres	No Limit	3.5 metres	Must be entirely within site to which the sign relates.
Building Mounted Sign	No Limit	Generally 45% of wall or roof areas - see Part IV 8(16) for further details	No Limit	200mm above adjacent roof height ₁	
Under Veranda Sign	1 per business	Not applicable	2.3 metres		Any part of sign at least 1 metre away from veranda of adjacent building or business.
Protruding Sign	1 per business	1 square metre	3 metres	Lesser of 4metres or adjacent roof height ₁	Must not project into the public place by more than 1 metre over a footpath. No projection permitted over roads or service lanes.
Sandwich Board	1 per business	Not applicable			Maximum sign height of 800mm, maximum sign width of 600mm. Must be against kerb edge, perpendicular to the kerb. Must provide 2 metres clear pedestrian passage. Shall not be illuminated.
Flatboard	1 per business	1 square metre			Must be placed flat against the exterior of the site to which it relates. Shall not be illuminated.
Flag	1 per business	2 square metres		3.5 metres	Must be entirely within site to which the sign relates, not on the footpath. Shall not be illuminated.

₁ The height of every part of the sign relative to the point on the roof closest to it.

Table 3: Conditions for signs to be approved in Business Zone (West End, Killarney to Brighton Street Blocks)

To be approved signs must satisfy all conditions below for the relevant type of sign and must not be a prohibited sign under Part IV of this Bylaw.

Sign Type	Maximum Number of Signs	Maximum Total Area (for all signs of this type per business)	Height above ground level (any part of sign)		Other Conditions
			Minimum	Maximum	
Free Standing Sign	No Limit	2 square metres	No Limit	2.5 metres	Must be entirely within site to which the sign relates
Building Mounted Sign	No Limit	Generally 45% of wall or roof areas - see Part IV 8(16) for further details	No limit	200mm above adjacent roof height ¹	
Under Veranda Sign	1 per business	Not applicable	2.3 metres		Any part of sign at least 1 metre away from veranda of adjacent building or business
Protruding Sign	1 per business	1 square metre	3 metres	Lesser of 4metres or adjacent roof height ¹	Must not project into the public place by more than 1 metre over a footpath. No projection permitted over roads or service lanes.
Sandwich Board	1 per business	Not applicable			Maximum sign height of 800mm, maximum sign width of 600mm. Must be against kerb edge, perpendicular to the kerb. Must provide 2 metres clear pedestrian passage. Shall not be illuminated
Flatboard	1 per business	1 square metre			Must be placed flat against the exterior of the site to which it relates. Shall not be illuminated
Flag	1 per business	2 square metres		3.5 metres	Must be entirely within site to which the sign relates, not on the footpath. Shall not be illuminated

¹ The height of every part of the sign relative to the point on the roof closest to it.

Table 4: Conditions for signs to be approved on Churchill Street or Esplanade east of Brighton Street

To be approved signs must satisfy all conditions below for the relevant type of sign and must not be a prohibited sign under Part IV of this Bylaw.

Sign Type	Maximum Number of Signs	Maximum Total Area (for all signs of this type per business)	Height above ground level (any part of sign)		Other Conditions
			Minimum	Maximum	
Free Standing Sign	No Limit	2 square metres	No Limit	2.5 metres	Must be entirely within site to which the sign relates
Building Mounted Sign	No Limit	2 square metres	No Limit	3.5 metres	
Under Veranda Sign	1 per business	Not applicable	2.3 metres		Any part of sign at least 1 metre away from veranda of adjacent building or business
Protruding Sign	1 per business	1 square metre	3 metres	Lesser of 4 metres or adjacent roof height ₁	Must not project into the public place by more than 1 metre over a footpath. No projection permitted over roads or service lanes.
Sandwich Board	1 per business	Not applicable			Maximum sign height of 800mm, maximum sign width of 600mm. Must be against kerb edge, perpendicular to the kerb. Must provide 2 metres clear pedestrian passage. Shall not be illuminated
Flatboard	1 per business	1 square metre			Must be placed flat against the exterior of the site to which it relates. Shall not be illuminated
Flag	1 per business	2 square metres		3.5 metres	Must be entirely within site to which the sign relates. Not on the footpath. Shall not be illuminated.

₁ The height of every part of the sign relative to the point on the roof closest to it.

Table 5: Conditions for signs to be approved in the Kaikōura Peninsula Tourism Zone

To be approved signs must satisfy all conditions below for the relevant type of sign and must not be a prohibited sign under Part IV of this Bylaw.

Sign Type	Maximum Number of Signs	Maximum Total Area (for all signs of this type per business)	Height above ground level (any part of sign)		Other controls
			Minimum	Maximum	
Free Standing Sign	One freestanding sign per building or at the entrance to Scarborough Street	2 square metres	No Limit	3.5 metres	Must be located within the building platforms as designated in Appendix O of the Kaikoura District Plan with the exception of the entrance at Scarborough Street, which must be entirely within the site. All illumination shall be hooded and directed solely at the sign. No illumination of the sign may occur between 23:00 and sunrise.
Building Mounted Sign	No Limit	5 square metres	No Limit	3.5 metres	Must be located within the building platforms as designated in Appendix O of the Kaikoura District Plan with the exception of the entrance at Scarborough Street, which must be entirely within the site. All illumination shall be hooded and directed solely at the sign. No illumination of the sign may occur between 23:00 and sunrise.
Under Veranda Sign	Not Permitted				
Protruding Sign	Not Permitted				
Sandwich Board	Not Permitted				
Flatboard	1 per business	1 square metre			Must be placed flat against the exterior of the site to which it relates. Shall not be illuminated
Flag	1 per business	2 square metres		3.5 metres	Must be entirely within site to which the sign relates, not on the footpath. Shall not be illuminated.

No sign shall be able to be read with the naked eye from South Bay Reserve or any point of the Department of Conservation walkway between South Bay Reserve and Point Kean.

Table 6: Conditions for signs to be approved in all other areas (Urban and Rural)

To be approved signs must satisfy all conditions below for the relevant type of sign and must not be a prohibited sign under Part IV of this Bylaw.

Sign Type	Maximum Number of Signs	Maximum Total Area (for all signs of this type per site)	Height above ground level (any part of sign)		Other controls
			Minimum	Maximum	
Free Standing Sign	No Limit	Tourism & hospitality businesses - 2 square metres Other activities – 1 square metre	No limit unless sign projects over boundary of site	2.5 metres	
Building Mounted Sign	No Limit	Tourism & hospitality businesses - 2 square metres Other activities – 1 square metre	No Limit	3.5 metres	
Under Veranda Sign	Not permitted				
Protruding Sign	1 per site	1 square metre	3 metres	Lesser of 4metres or adjacent roof height ₁	Must not project into the public place by more than 1 metre over a footpath. No projection permitted over roads or service lanes.
Sandwich Board	Not permitted				
Flatboard	Not permitted				
Flag	1 per site	2 square metres		3.5 metres	Must be entirely within site to which the sign relates, not on the footpath. Must not be illuminated.

₁ The height of every part of the sign relative to the point on the roof closest to it.

PART VI - GENERAL OBLIGATIONS

10. CONSTRUCTION, MAINTENANCE AND CURRENCY OF SIGNS

All signs displayed under this bylaw other than temporary signs shall be designed and constructed to good professional standards and maintained in a good condition.

All signs shall be appropriately secured to minimise potential hazards.

Obsolete, damaged or severely deteriorated signs shall be removed by the owner.

If a building consent is required it must be obtained prior to the placement of the sign.

PART VII - MONITORING AND ENFORCEMENT

11. ENFORCEMENT OFFICERS

1. The Council may, by resolution, appoint any of its officers to act as an enforcement officer to carry out any of the functions of an enforcement officer under this bylaw.
2. Every enforcement officer who exercises or purports to exercise any power under this bylaw shall carry and produce, on demand, a warrant and evidence of the officer's identity.

12. POWERS OF ENTRY

Any enforcement officer duly authorised by the Council may at all reasonable times enter any land to see if the provisions of the bylaw are being observed or to exercise the powers of the Council under Clause 14.

13. NOTICE OF NON-COMPLIANCE

If a sign is displayed which is in contravention of any provision of this bylaw an enforcement officer of the Council may give notice in writing to the owner, or occupier, or both, of the site where the sign is displayed requiring, as the enforcement officer thinks fit:

1. The removal of the sign; or
2. The repair of the sign; or
3. Other specified work to be taken to ensure compliance with this bylaw or any permit issued under this bylaw, within the time specified in the notice.

Any person who fails to comply with the requirements of any notice within the time specified in the notice commits an offence against this bylaw.

14. REMOVAL OR ALTERATION OF SIGNS

If any person fails to comply with the requirements of any notice then the Council, or any officer or agent of the Council, may pull down, remove, or alter the sign and recover from any person who failed to comply with the notice all expenses incurred by the Council in connection with the pulling down, removal or alteration of the sign.

The exercise of the powers contained in this clause shall not excuse any person from liability for any other penalty for that breach of this bylaw.

15. OFFENCES

Every person commits a breach of this bylaw who:

1. Displays any sign or does, causes to be done, permits, or allows to be done, anything in breach of or otherwise than provided for by this bylaw; or
2. Fails to comply with any notice served on that person under this bylaw; or
3. Obstructs or hinders any officer, employee or agent of the Council in the performance of any duty or function under this bylaw; or

16. PENALTIES

1. A person who commits a breach of this bylaw is liable on summary conviction to a fine not exceeding \$500.00 and, where the breach is a continuing one, to a further fine not exceeding \$50.00 for every day on which the breach is continued.
2. Where a person commits a continuing breach of this bylaw, then, a District Court may, on application by the Council, grant an injunction restraining the further continuance of that breach by that person.

PART VIII - MISCELLANEOUS

17. DELEGATIONS

1. Except where this bylaw provides that a resolution or special order of the Council is required, all actions required to be done by the Council under this bylaw may be undertaken by any officer, employee or agent of the Council to whom authority has been lawfully delegated.
2. Proof of such delegation may be established by:
 - Reference to the instrument of delegation; or
 - Production of an identity card indicating the general terms of the holder's delegated authority; or
 - Any other reasonable means.

18. REPEALS

On the commencement of this bylaw, the Kaikoura District (Signs) Bylaw 2011 shall be repealed.

Report to:	Council
Date:	29 November 2023
Subject:	Proposed extension of lease area – Kaikōura Springs Ltd. Wellness and Hotpools Development
Prepared by:	W Doughty – Chief Executive Officer
Input sought from:	D Clibbery – Senior Manager Operations M Russell – Works Manager
Authorised by:	W Doughty – Chief Executive Officer

1. SUMMARY

The Council granted a concession lease in favour of Kaikōura Springs Ltd. (Concessionaire) on the 25th July 2022 for an area of recreational reserve located adjacent to the Esplanade for the development of wellness hotpools. A comprehensive process that complied with the statutory requirements under the Conservation Act 1987 and (where relevant) the Local Government Act 2002 was followed before the lease could be granted.

The final lease defined the primary site area of approximately 2400 m². It also identified a possible extension area of up to a maximum of 250m² to the south-east of the primary site area. The conditions relating to this additional area are outlined in Clause 25 of the lease document. The final lease included a term of 33 years with a commencement date which was the earliest of either the date at which the Concessionaire obtained all necessary resource consents and building consents for the construction and operation of the facility or 31st March 2024. During the public notification period two formal submissions and 1 more informal written comment were received and considered. A full copy of the original final lease document is included in Attachment 1.

Kaikōura Springs Ltd. has undertaken further work since the granting of the original lease. This has included a feasibility study, developing a cultural narrative with Te Runanga o Kaikōura, running an architectural design competition to develop a concept design. During this work high level consideration was also given to an alternative location for the development in Kaikōura. The original site at the old swimming pool along the Esplanade has now been reconfirmed as the preferred location. Based on the additional work done, Kaikōura Springs Ltd. are keen to consider a greater lease area at the original location that was originally envisaged. If the further area is agreed this would require the relocation of several community facilities in the immediate location at cost to the development (not the ratepayer). Both the Council and Kaikōura Springs Ltd. understand the importance of the current community facilities and spaces located at Gooches Beach and the need to replicate any facilities if they are relocated in the immediate vicinity. Kaikōura Springs Ltd have outlined a preliminary masterplan for the potential future enhancement of the Gooches Beach area which is included in Figure 3.0. This could form a long-term plan for the area.

The purpose of this report is to seek Council agreement to obtain community views with regard to the option proposed for an increased lease area. The details of the proposal and further analysis of the options is provided in the report below. A Statement of Proposal is included as Attachment 2.

2. RECOMMENDATION

It is recommended that the Council:

- a) Receives this report.
- b) Notes the comprehensive statutory process that was conducted for granting the original concession lease.
- c) Provides any feedback on the analysis of options.
- d) Agrees that the request for additional lease area is publicly notified using the Statement of Proposal so that community views are sought on any proposed changes.

- e) Notes that the extended period for consultation is from 1st December 2023 to 22nd January 2024 to ensure that at least one full calendar month after first public notification and taking into account the statutory stand down period.
- f) Agrees that the Council shall consider the recommendations and all submissions before deciding whether or not to proceed with the proposal.
- g) Notes that several other items such as lease commencement date and payments and additional lease fees will also need to be agreed before any final decision on the proposal is made.

3. BACKGROUND AND CONTEXT

3.1 Existing Agreement

The Council granted a concession lease in favour of Kaikōura Springs Ltd. (Concessionaire) on the 25th July 2022 for an area of recreational reserve located on adjacent to the Esplanade for the development of wellness hotpools. The final lease included a term of 33 years with a commencement date which was the earliest of either the date at which the Concessionaire obtained all necessary resource consents and building consents for the construction and operation of the facility or 31st March 2024. The final lease defined the primary site area or approximately 2400 m². It also identified a possible extension area of up to a maximum of 250m² to the south-east of the primary site area. The conditions relating to this additional area are outlined in Clause 25 of the lease document (see attachment 1).

The original lease area with future potential expansion area is shown in Figure 4.0 under 4.2 Option 2 Status Quo.

3.2 Further work undertaken

Kaikōura Springs Ltd. has undertaken further work since the granting of the original lease. This has included a feasibility study, developing a cultural narrative with Te Runanga o Kaikōura, running an architectural design competition to develop a concept design. This work has highlighted an increasing market confidence and positive market demand for the development. It has also been informed by proven results from other new hot pool developments around the South Island which indicate the potential for higher annual patronage than originally anticipated.

During this work high level consideration was also given to an alternative location for the development in Kaikōura. The original site at the old swimming pool along Esplanade has now been reconfirmed as the preferred location. Kaikōura Springs Ltd have also worked with the Council team in terms of associated developments in the vicinity of the site such as the Link Pathway project.

As a result of all of this work, the expected space requirement for the development has been redefined. An option for additional leased area has been put forward for consideration by the Council once feedback from the community has been obtained.

4. PROPOSAL OPTIONS

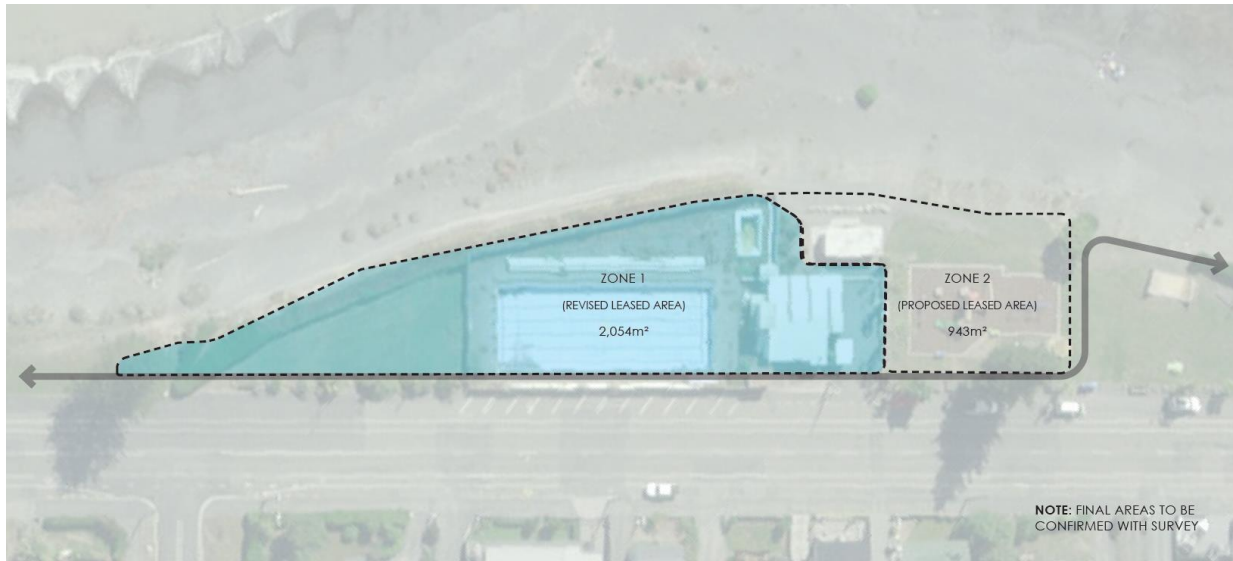
Two options are presented for consideration. The preferred option involves a revised increased lease area whilst the second is the status quo option with the existing confirmed primary lease. The key components of each option are outlined below. An analysis of the advantages and disadvantages of each option is included in Section 5.

4.1 Option 1: Increased overall lease area (preferred option)

This option is shown on Figure 1.0 below. It involves increasing the overall agreed lease area from 2400 m² to approximately 3000 m² subject to confirmation by survey. With this option, the original lease area identified as Zone 1 is slightly reduced in area to make allowance for the link pathway, whilst an additional proposed area of 943 m² is added (Zone 2). This results in an overall increase to the area of

600 m2. (This is greater than the 250 m2 identified in the original lease agreement for possible extension).

Figure 1.0: Increased overall lease area (preferred option)



The addition of the Zone 2 area would require the relocation and replacement of several existing community facilities located within that zone. These include the removal and replacement of the existing toilet and shower block, the relocation of the existing playground and the barbeque area. The proposed relocation is shown on Figure 2.0 below. It should be noted that under the original lease agreement the use of the potential additional area identified would also include partial relocation of facilities. A preliminary future masterplan for the whole area is shown in Figure 3.0 for further discussion. This would not all be delivered by the project but could be a longer term plan to work towards.

It is important to note that the capital cost for rebuilding and relocating these facilities would be met by the development and not by the ratepayer as per the conditions of Clause 25 in the original lease agreement. Council would retain ownership of the facilities and ongoing responsibility for operation and maintenance.

Figure 2.0: Proposed relocation of existing community facilities

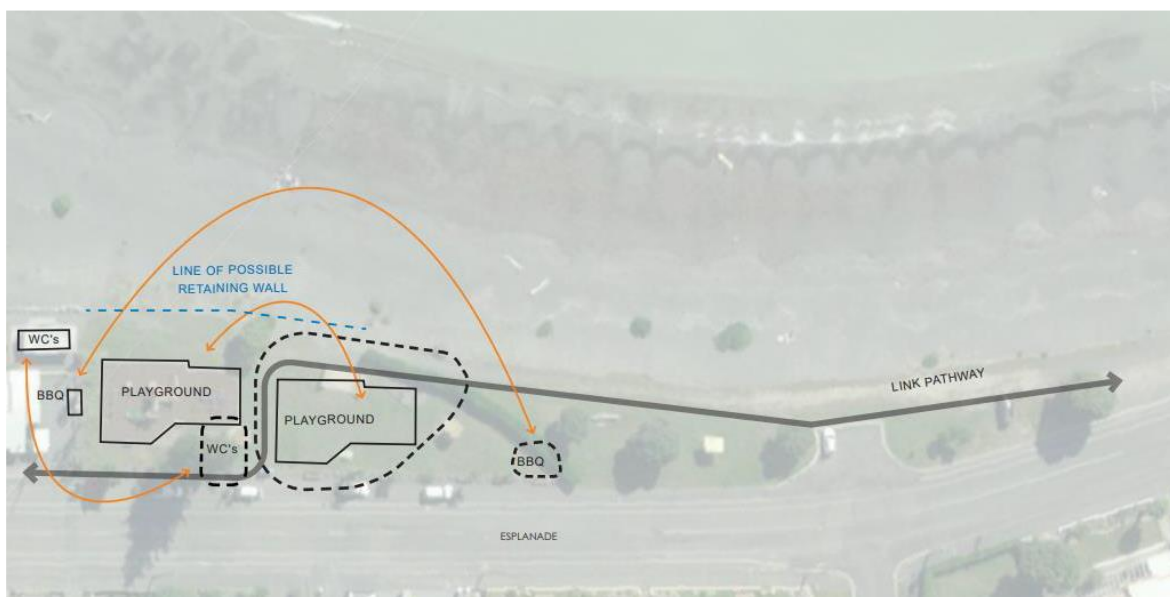
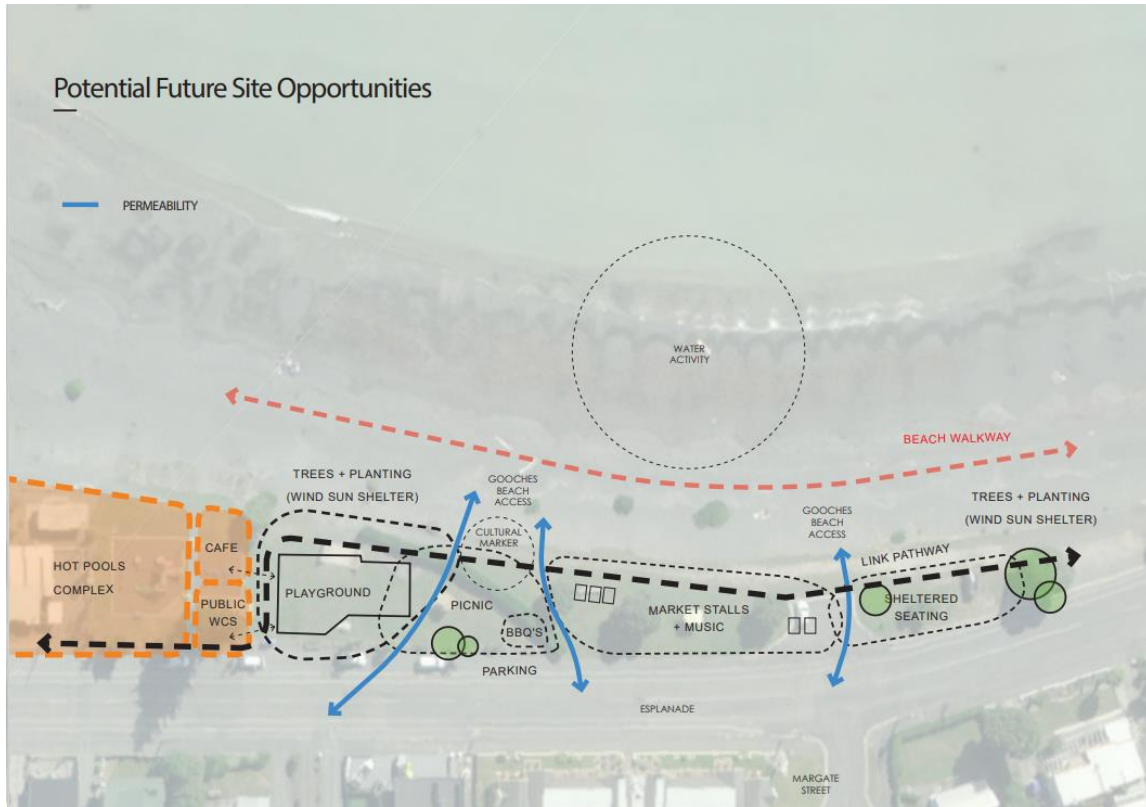


Figure 3.0: Preliminary future Masterplan for the wider area



4.2 Option 2: Status quo – existing agreed primary lease area

The overall lease area remains as currently approved at 2400m². This option does not require the relocation of any existing community facilities adjacent to the agreed lease site. It does however severely restrict the plans for the proposed development and the link pathway project.

Figure 4.0: Original primary site area and potential additional parking area.



5. ANALYSIS OF OPTIONS

	Option 1 Increased overall lease area	Option 2 – Status Quo
Advantages	<ul style="list-style-type: none"> - Increased economic potential for the development and the District including employment opportunities (potentially 35 FTE for the total development larger development). - Increased financial return to ratepayers from lease arrangements (base lease and patronage) - Allows for growth potential of the development and for all the facility to be built in one go. - Relocation of existing community facilities with capital cost being met by the project. Ongoing operational cost to be met by Council. This will result in a capital saving in the order of \$300,000 to Council in the long run. - Opportunities for enhancement of facilities and community space adjacent to the development. (long term masterplan). 	<ul style="list-style-type: none"> - No reduction in recreational reserve area for general public.
Disadvantages	<ul style="list-style-type: none"> - Reduction in recreational reserve area available to the public of 600 m2. - Any effects of the increased footprint (including parking) would need to be fully considered through the resource consent process. 	<ul style="list-style-type: none"> - No room for the proposed link pathway - Hotpools Development is growth restricted. Smaller facility. - Less financial return to ratepayers than options 1 - Future capital replacement cost for existing community facilities will need to be met by ratepayers as currently anticipated.

6. OTHER RELEVANT INFORMATION

6.1 Project programme

Kaikōura Springs Ltd have provided an updated indicative programme for the development which is outlined below. This project programme takes into consideration the work done to date as well as realistic forecasts for activities remaining. The current indicative programme would see an opening of the facility in July 2027. This is, however, still subject to a number of variables as the project continues to be delivered.

Figure 5.0: Indicative project programme (November 2023)

	Task Mode	Task Name	Duration	Start	Finish
0		▾ Kaikoura Springs Old Swimming Pool Site Programme 7-11-23	1304 days	Mon 25/07/22	Thu 22/07/27
1	✓	▸ Lease Signed	1 day	Mon 25/07/22	Mon 25/07/22
3	✓	▸ Narrative	84 days	Tue 26/07/22	Fri 18/11/22
5	✓	▸ Design Competition	84 days	Mon 21/11/22	Thu 16/03/23
10	✓	▸ Wakatu Quay Explorations	107 days	Fri 17/03/23	Mon 14/08/23
12	✓	Decision to move forward on original site	1 day	Tue 15/08/23	Tue 15/08/23
13		Lease Area Considerations	32 days	Tue 15/08/23	Mon 29/01/24
14		Capital Raise 1- Detailed Feasibility, Business Case and Resource Consent	80 days	Tue 30/01/24	Mon 20/05/24
15		▸ Detailed Feasibility and Business Case	60 days	Tue 21/05/24	Mon 12/08/24
17		▸ Concept	40 days	Tue 13/08/24	Mon 7/10/24
21		▸ Developed Design	60 days	Tue 8/10/24	Mon 30/12/24
25		▸ Resource Consent	220 days	Tue 31/12/24	Mon 3/11/25
28		▸ Capital Raise 2 - Construction	60 days	Tue 4/11/25	Mon 26/01/26
30		▸ Detailed Design	80 days	Tue 27/01/26	Mon 18/05/26
32		▸ Building Consent	40 days	Tue 19/05/26	Mon 13/07/26
34		▸ Contractor Procurement	40 days	Tue 19/05/26	Mon 13/07/26
36		▸ Construction	265 days	Tue 14/07/26	Mon 19/07/27
39		▸ Opening	3 days	Tue 20/07/27	Thu 22/07/27

6.2 Lease Term and Commencement date

The current agreed term of the concession is 33yrs, which is the maximum permitted for recreational reserves under the Reserves Act. Further similar terms may be granted if the terms and conditions of the lease have been complied with and if the Council is satisfied that the facilities have been properly, constructed, developed, maintained and controlled, and that there is sufficient need for them, and that some other recreational use should not have priority in the public interest.

The final lease agreement had a commencement date which was the earliest of either the date at which the Concessionaire obtained all necessary resource consents and building consents for the construction and operation of the facility or 31st March 2024.

Based on the updated project programme, Kaikōura Springs Ltd. have requested an amended commencement date of the lease to be prior to construction starting on the site in July 2026. Council will consider this request separately to any lease area extension.

6.3 Resource Consent Requirements

The granting of any additional lease area would have no bearing on the need for a resource consent for the development. Any effects of the increased footprint (including parking) would need to be fully considered through the resource consent process.

6.4 Financial arrangements

The original lease agreement included the setting of payments and fees outlined in Schedule 5. The below table provides an overview summary of the original payment and fees and is based on the agreed lease area of 2400m². The payment and fees are comprised of a combination of base rental per square metre as well as a patronage contribution.

Any agreed increase in lease area will require a review and agreement on revised payments and fees that are fair and reasonable for the additional area proposed.

The payment and fees for the concession lease do not include any development contributions that may be required separately for the development. They also exclude the costs for relocation of any existing facilities in any agreed additional lease area under Option 1.

Figure 6.0: Proposed methodology for setting of fees in the original lease agreement.

Column	A	B	C	D	E	F	G	H	I	\$150,000	Demo Cost
	Assumed Annual	Annual	CPI	Patronage Contribution		Annual Base Rental	Patronage		less %	Annual Rental	Years to recover
Year	Year No.	Patronage (visits)***	CPI Movement	Adjustment Factor	Per Person Visit	Base Rental per m2	for 2400m2 (E x 2400)	Share Previous Year A x D)	Base Rental Plus Patronage Share	of Demolition Cost per Year	(GST exclusive) (F+G-I)
2023/2024	1	10000	1.7%	1.000	\$0.51	\$12.50	\$30,000	\$0	\$30,000	\$5,000	\$25,000
2024/2025	2	15000	2.0%	1.017	\$0.52	\$12.50	\$30,000	\$5,187	\$35,187	\$5,000	\$30,187
2025/2026	3	25000	1.8%	1.037	\$0.53	\$12.50	\$30,000	\$7,936	\$37,936	\$5,000	\$32,936
2026/2027	4	35000	2.5%	1.056	\$0.54	\$17.00	\$40,800	\$13,464	\$54,264	\$5,000	\$49,264
2027/2028	5	45000	2.0%	1.082	\$0.55	\$17.00	\$40,800	\$19,321	\$60,121	\$5,000	\$55,121
2028/2029	6	60000	1.9%	1.104	\$0.56	\$17.00	\$40,800	\$25,338	\$66,138	\$5,000	\$61,138
2029/2030	7	70000	2.3%	1.125	\$0.57	\$21.00	\$50,400	\$34,426	\$84,826	\$5,000	\$79,826
2030/2031	8	80000	2.2%	1.151	\$0.59	\$21.00	\$50,400	\$41,088	\$91,488	\$5,000	\$86,488
2031/2032	9	80000	1.5%	1.176	\$0.60	\$21.00	\$50,400	\$47,990	\$98,390	\$5,000	\$93,390
2032/2033	10	80000	2.0%	1.194	\$0.61	\$21.00	\$50,400	\$48,710	\$99,110	\$5,000	\$94,110
										\$657,460	sum over 10yrs
										\$65,746	av/10yrs
										\$60,746	
*** allow for steady growth of new business and limitations imposed by covid recovery of international tourism and development of domestic tourism offering.											
Example values only - actuals determined in future											
						Proposed set input values		Calculated values			

7. COMMUNITY VIEWS

The intent is to seek community views with regard to the proposed increased lease area for the Kaikōura Springs Ltd. wellness and hotpools development within the recreational reserve and any required relocation of community facilities to the immediately adjacent vicinity. Two options are presented for community feedback.

Feedback is invited in respect of the proposed increased lease area request, rather than the development itself. However, during the consultation period, Kaikōura Springs Ltd. will be organising public sessions in Kaikōura prior to Christmas, which will be advertised.

8. FINANCIAL IMPLICATONS AND RISKS

An increased lease area will see a greater annual financial return to Council.

The capital cost for relocation of any community facilities (a new toilet and shower block and the relocation of the existing playground and barbeque area) will rest with the development. Ongoing operational and maintenance cost will remain with Council as currently but are likely to be lower initially once the facilities have been relocated. This will result in a capital saving in the order of \$300,000 to Council in the long run.

9. RELEVANT LEGISLATION

Reserves Act 1977 (Section 59A), Conservation Act 1987 (Part 3B), Local Government 2002

10. SIGNIFICANCE AND ENGAGEMENT POLICY

This decision is not deemed significant under the Council’s significance and engagement policy. However, Council understands the importance of this area as a community space and is therefore seeking community views on the proposal.

The original concession lease process followed the public notification process required as per the Conservation Act.

11. COMMUNITY OUTCOMES SUPPORTED



Community

We communicate, engage and inform our community



Development

We promote and support the development of our economy



Services

Our services and infrastructure are cost effective, efficient and fit-for-purpose



Environment

We value and protect our environment



Future

We work with our community and our partners to create a better place for future generations

Attachment 1: Final signed Concession Lease document – Jul 2022.

Attachment 2: Statement of Proposal for proposed lease extension area

Concession Document (Lease)

THIS LEASE is made this 25 day of July 2022

PARTIES:

Minister of Conservation acting by and through the **Kaikōura District Council** pursuant to a delegation under section 10 of the Reserves Act 1977 (the Grantor)

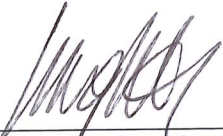
KAIKŌURA SRINGS LIMITED (the Concessionaire)

BACKGROUND

- A. The Land is classified as recreation reserve.
- B. The Land is vested in Her Majesty the Queen and is controlled and managed by the Grantor under section 28 of the Reserves Act 1977.
- C. The Concessionaire wishes to carry out the Concession Activity on the Premises subject to the terms and conditions of this Concession.
- D. Pursuant to section 10 of the Reserves Act 1977 and an Instrument of Delegation dated 12 June 2013, the Minister of Conservation has delegated authority to Kaikōura District Council to grant a concession under section 59A of the Reserves Act in respect of reserve controlled or managed by an administering body under section 28 of the Reserves Act.
- E. The parties wish to record the terms and conditions of this Concession and its Schedules.
- F. The intent of Kaikoura District Council in relation to matters associated with the development and use of the Land and other associated Council assets are set out in the Memorandum of Understanding between Council and Joseph and Associates dated 24 August 2021.

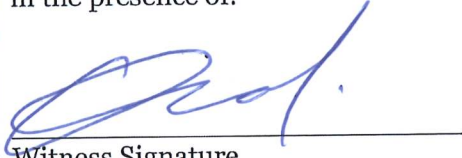
OPERATIVE PARTS

- 1. In exercise of the Grantor's powers under the Reserves Act 1977 and Part 3B of the Conservation Act 1987 the Grantor GRANTS to the Concessionaire a LEASE to carry out the Concession Activity on the Premises subject to the terms and conditions contained in this Concession and its Schedules.



SIGNED on behalf of the Minister of Conservation
by Will Doughty, Chief Executive from
Kaikōura Kaikōura District Council
acting under delegated authority

in the presence of:

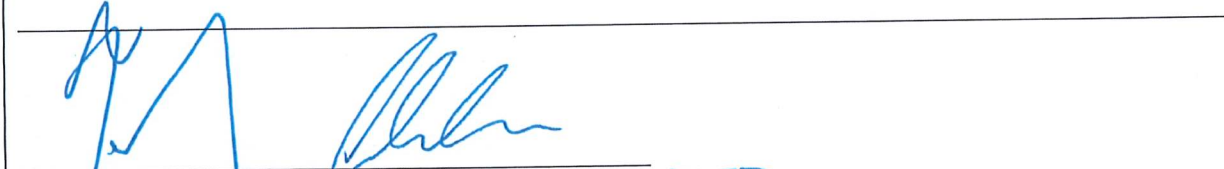


Witness Signature

Witness Name: D. CLIBBEY

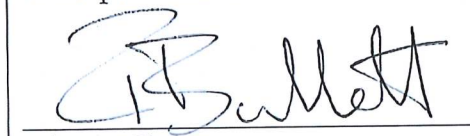
Witness Occupation: MANAGER

Witness Address: 9 OLD BEACH ROAD
KAIKOURA



SIGNED on behalf of KAIKOURA SPRINGS LIMITED.

in the presence of:



Witness Signature

Witness Name: RICHARD BURNETT

Witness Occupation: PROJECT MANAGER

Witness Address: 20 POMEROY TRILE
DAFFIELD



SCHEDULE 1

1.	Land	<p>As marked on the attached plan or map in Schedule 4 being:</p> <p>Physical Description/Common Name: Old Town Swimming Pool Site, Esplanade, Kaikōura</p> <p>Land Status: Recreation Reserve</p> <p>Legal Description: Pt Section 468, Town of Kaikoura Blk XI, Mt Fyffe Survey District</p>
2.	Premises	<p>As marked on the attached plan or map in Schedule 4 being part of the Land.</p> <p>Area: Approximately 2,150 square metres more or less, potentially extended to 2,400 square metres to include an additional area for parking subject to the agreement of the Grantor.</p>
3.	Concession Activity (clause 2)	The construction and management of a hotpool, health and wellness facility for the use and enjoyment of the public and activities associated with that use, potentially including retail, food and beverage provision.
4.	Term (clause 4)	Thirty-three (33) years commencing on the Commencement Date
5.	Commencement Date (clause 4)	<p>The lease shall commence on the date which is the earliest of either:</p> <p>a) The date at which the Concessionaire has obtained all necessary resource and building consents for the construction and operation of the facility; or</p> <p>b) 31 March 2024.</p>
6.	Renewal(s) (clause 4)	Further similar terms may be granted if the terms and conditions of the lease have been complied with and if the Grantee is satisfied that the facilities have been properly constructed, developed, maintained, and controlled, and that there is sufficient need for them, and that some other recreational use should not have priority in the public interest.
7.	Final Expiry Date (clause 4)	The date 33 years after the Commencement Date, less one day, unless further similar terms are granted in accordance with Schedule item 6 above, which shall be entirely at the Grantor's discretion.

in the presence of:

Witness Signature

Witness Name: _____

Witness Occupation: _____

Witness Address: _____

Handwritten signatures in blue ink, including a large stylized signature and a smaller signature with a checkmark above it.

8.	Concession Fee (clause 5)	A site rental shall be set in accordance with the provisions of Schedule 5.
9.	Penalty Interest Rate (clause 6)	Double the current Official Cash Rate (OCR). <u>See Reserve Bank of New Zealand website</u>
10.	Insurance (To be obtained by Concessionaire) (clause 10)	Types and amounts: Public Liability Insurance for: (a) General indemnity for an amount of no less than \$2,000,000.00; and Other insurances as necessary
11.	Health and Safety (clause 11)	Audited Safety Plan: NOT required
12.	Addresses for Notices (clause 18)	The Grantor's address is: The Chief Executive Kaikōura District Council PO Box 6 Level 2, 96 West End Kaikōura 7340 Email: Will.Doughty@kaikoura.govt.nz
		The Concessionaire's address in New Zealand is: Ainger Tomlin Limited Level1 – 136 Ilam Road, Ilam, Christchurch 8041 New Zealand <i>or via email to tony@josephs.co.nz and anton@tamsnz.co.nz</i>
13.	Special Conditions (clause 23)	See Schedule 3

Note: Unless otherwise stated, the clause references in Schedule 1 are to the Grantor's Standard Terms and Conditions of Lease set out in Schedule 2

Handwritten signatures and initials in blue ink.

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF LEASE

1. Interpretation and Preliminary

AGREED

- 1.1 The Concessionaire is responsible for the acts and omissions of its employees, contractors, agents, clients and invitees. The Concessionaire is liable under this Concession for any breach of the terms of the Concession by its employees, contractors, agents, clients and invitees, as if the breach had been committed by the Concessionaire.
- 1.2 Subject to clauses 23 and 24 of Schedule 3, where this Concession requires the Grantor to exercise a discretion or give any approval or provides for any other actions by the Grantor, then the Grantor must act reasonably and within a reasonable time. When a consent is required under this Concession such consent must not be unreasonably withheld.
- 1.3 Where this Concession provides for approvals, directions, reports and consents to be given by one party to the other, those approvals, directions, reports and consents must be given by notice in writing and clause 18 is to apply.
- 1.4 The covenants and powers contained in Part 2 of Schedule 3 of the Property Law Act 2007 are not to be implied in this Concession and are expressly negated.
- 1.5 Expressions defined in this Concession have the defined meaning throughout the Concession, including all Schedules.
- 1.6 Clause and other headings are for ease of reference only and will not affect this Concession's interpretation.
- 1.7 References to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it.
- 1.8 The term "includes" or "including" (or any similar expression) is deemed to be followed by the words "without limitation".
- 1.9 "Working Day" has the meaning given to it in the Property Law Act 2007.

2. What is being authorised?

- 2.1 The Concessionaire is only allowed to use the Premises for the Concession Activity.
- 2.2 The Concessionaire must exercise reasonable skill, care and diligence in carrying out the Concession Activity, in accordance with standards of skill, care and diligence normally practised by suitably qualified and experienced people in carrying out such activities.
- 2.3 The Concessionaire must provide the Grantor with evidence of the competency and qualifications of its employees and contractors if the Grantor so requests.



2.4 The Concessionaire must not commence the Concession Activity until the Concessionaire has signed the Concession Document and returned one copy of this Document to the Grantor, as if it were a notice to be given under this Concession, and the term of the lease has commenced.

3. What about quiet enjoyment?

3.1 Subject to clause 3.3 of Schedule 2 below, the Concessionaire, while paying the Concession Fee and performing and observing the terms and conditions of this Concession, is entitled peaceably to hold and enjoy the Premises without hindrance or interruption by Grantor or by any person or persons claiming under the Grantor until the expiration or earlier termination of this Concession.

3.2 Provided reasonable notice has been given to the Concessionaire the Grantor, its employees and contractors may enter the Premises to inspect the Premises and facilities, to carry out repairs and to monitor compliance with this Concession.

3.3 The overall purpose of this Concession Activity is to provide facilities for the use and enjoyment of the public, on a well-defined site within a recreation reserve. Public access is permitted to parts of the premises where exclusive possession for the Concessionaire is not necessary for the safe and effective operation of the Concession Activity and general public use can be safely accommodated, but it is expected that as at the Commencement Date there will be no areas of the Premises where such public access will be permitted.

4. How long is the Concession for - the Term?

4.1 This Concession commences on the date set out in Item 5 of Schedule 1 and ends on the Final Expiry Date specified in Item 7 of Schedule 1 if no renewals are exercised.

5. What are the fees and when are they to be paid?

5.1 If demanded by the Grantor, the Concessionaire must pay to the Grantor in the manner directed by the Grantor the Concession Fee in advance on the Commencement Date and each anniversary of the Commencement Date during the Term.

5.2 As required by Section 15Y of the Conservation Act 1987, the Grantor must review the Concession Fees every three (3) years during the term of this lease. The setting of fees at the reviews shall be based upon the provisions of Schedule 5. The Grantor's decision on the Concession Fee payable following such review shall take this into account as well as the matters in Section 17Y, and that decision will be final, subject to clause 17.

6. Are there any other charges?

6.1 The Concessionaire must pay all levies rates and other charges, including development contributions and utility charges payable in respect of the Premises or for the services provided to the Premises which relate to the Concessionaire's use of the Premises or the carrying on of the Concession Activity.

6.2 In the event of Council utility services becoming unavailable to the Concession area for any reason the Grantor will meet the costs of restoring those services to the boundary of the area. The Grantor is however not liable for any cost incurred in re-establishing



the supply of any utilities within the Concession area, or for any losses that the Concessionaire may incur through the loss of those services, either internal or external.

7. When can the Concession be assigned?

- 7.1 The Concessionaire must not transfer, sub licence, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Concession or any part of it (which includes the Concessionaire entering into a contract or any other arrangement whatsoever whereby the Concession Activity would be carried out by a person (called the Assignee) other than the Concessionaire) without the prior written consent of the Grantor.
- 7.2 The Grantor may at the Grantor's discretion decline application for consent under clause 7.1 of this Schedule 2 if in the opinion of the Grantor the Assignee is not sufficiently reputable, experienced or resourced to provide a high degree of confidence that they will carry out the Concession Activity to a suitably high standard.
- 7.3 Sections 17P, 17S, 17T, 17U, 17W, 17X, 17ZB and 17 ZC of the Conservation Act 1987 apply to applications for consent under this clause unless the Grantor, in the Grantor's discretion, decides otherwise.
- 7.4 If the Grantor gives consent under this clause then the Concessionaire remains liable to observe and perform the terms and conditions of this Concession throughout the Term and is to procure from the Assignee a covenant to be bound by the terms and conditions of this Concession.

8. What are the obligations to protect the environment?

- 8.1 The Concessionaire must at its cost keep the Premises in a clean and tidy condition and free of weeds and all organisms specified as pests.
- 8.2 The Concessionaire must make adequate provision for the disposal of all refuse material and is to comply with the reasonable directions of the Grantor in regard to these matters.
- 8.3 The Concessionaire must keep all structures, facilities and land alterations and their surroundings in a clean and tidy condition.
- 8.4 If, during the Term, the Concessionaire removes a structure or facility from the Premises the Concessionaire must, unless the Grantor directs otherwise, repair and make good at its own expense all damage which may have been done by the removal and must leave the Premises in a clean and tidy condition.

9. When can new structures be erected or land alterations occur?

- 9.1 The Concessionaire must at all times where a building warrant of fitness under the Building Act 2004 is required display a copy of the relevant current certificate showing the location of the compliance schedule in a place in each building (as defined in that Act) on the Premises to which users of the building have ready access.



- 9.2 The Concessionaire must keep and maintain all building systems and any structure on the Premises in accordance with the requirements of any compliance schedule.
- 9.3 The Concessionaire must retain and make available to any territorial authority and any other person with a right to inspect any structures on the Premises under the Building Act 2004 a copy of the compliance schedule, together with the written reports relating to compliance with the compliance schedule over the previous two (2) year period.
- 9.4 Any structures and facilities erected on the site shall be adequately maintained and not permitted to fall into a severe state of disrepair.

10. What are the liabilities and who insures?

- 10.1 The Concessionaire agrees to use the Premises at the Concessionaire's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Premises.
- 10.2 The Concessionaire must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Concessionaire's performance of the Concession Activity.
- 10.3 The Grantor is not liable and does not accept any responsibility for damage to or interference with the Premises, the Concession Activity, or to any structures, equipment or facilities on the Premises or any other indirect or consequential damage or loss due to any natural disaster, vandalism, sabotage, fire, or exposure to the elements. Without prejudice to or in any way limiting its liability under this clause 11 the Concessionaire at the Concessionaire's expense must take out and keep current policies for insurance and for the amounts not less than the sums specified in Item 10 of Schedule 1 with a substantial and reputable insurer.

11. What about Health and Safety?

- 11.1 The Concessionaire must exercise the rights granted by this Concession in a safe and reliable manner and must comply with the Health and Safety at Work Act 2015 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this Concession.

12. What are the compliance obligations of the Concessionaire?

- 12.1 The Concessionaire must comply where relevant:
- (a) with the provisions of the Reserves Act 1977 and any management plan for the Land prepared under section 41 of the Reserves Act 1977, together with any amendment or review of any such plan whether approved before, on, or after the date on which this Concession takes effect; and
 - (b) with the Conservation Act 1987 and the Reserves Act 1977, and any other statute, ordinance, regulation, bylaw, Consent condition or other enactment (collectively the "Legislation") affecting or relating to the Land or affecting or relating to the Concession Activity, including any regulations made under the Conservation Act 1987 or bylaws made under the Reserves Act 1977; and



- (c) with all notices and requisitions of any competent authority affecting or relating to the Land or affecting or relating to the conduct of the Concession Activity; and

12.2 The Concessionaire must comply with the terms of this Concession.

12.3 A breach or contravention by the Concessionaire of any Legislation affecting or relating to the Land or affecting or relating to the Concession Activity is deemed to be a breach of this Concession.

13. When can the Concession be terminated?

13.1 The Grantor may terminate this Concession either in whole or in part:

- (a) by sixty (60) Days' notice to the Concessionaire if any money payable to the Grantor under this Concession is in arrears and unpaid for ninety (90) Days after any of the days appointed for payment whether it has been lawfully demanded or not; or
- (b) by sixty (60) Days' notice to the Concessionaire or such sooner period as it appears necessary and reasonable to the Grantor if:
 - (i) the Concessionaire breaches any terms of this Concession and in the Grantor's sole opinion the breach is able to be rectified; and
 - (ii) the Grantor has notified the Concessionaire of the breach; and
 - (iii) the Concessionaire does not rectify the breach within sixty (60) Days of receiving notification; or such earlier time as specified by the Grantor; or
- (c) by notice in writing to the Concessionaire where the Concessionaire breaches any material terms of this Concession and in the sole opinion of the Grantor the breach is not capable of being rectified; or
- (d) by notice in writing to the Concessionaire if the Concessionaire ceases to conduct the Concession Activity or, in the reasonable opinion of the Grantor, the conduct of the Concession Activity is manifestly inadequate.

13.2 The Grantor may exercise its power to terminate under 13.1(c) without giving notice.

13.3 The Grantor may exercise the Grantor's right under this clause to terminate the Concession notwithstanding any prior waiver or failure to take action by the Grantor or any indulgence granted by the Grantor for any matter or default.

13.4 The Concessionaire may terminate this Concession in whole by thirty (30) Days' notice in writing to the Grantor.

13.5 Termination of the Concession is not to prejudice or affect the accrued rights or claims and liabilities of the parties.

14. What happens on termination or expiry of the Concession?

14.1 If the Grantor permits the Concessionaire to remain in occupation of the Premises after the expiry or earlier termination of the Term, (which permission may be oral or in writing), subject to clause 16.2, the occupation is to be on the basis:



- (a) of a periodic tenancy only, terminable by twenty (20) Working Days' notice by either party; and
 - (b) at the Concession Fee then payable; and
 - (c) otherwise on the same terms and conditions, as they would apply to a periodic tenancy, as expressed or implied in this Concession.
- 14.2 On expiry or termination of this Concession, subject to clause 14.4, the Concessionaire is not entitled to compensation for any structures or other improvements placed or carried out by the Concessionaire on the Land.
- 14.3 The Concessionaire may, with the Grantor's written consent, remove any specified structures and other improvements on the Premises. Removal under this clause must occur within the time specified by the Grantor and the Concessionaire is to make good any damage and leave the Land and the Premises affected by the removal in a clean and tidy condition.
- 14.4 If the Concessionaire wishes to continue to operate the Concession Activity following the expiry of the Term, and the Grantor does not offer to grant a new Concession to the Concessionaire on substantially the same terms as this Lease, and the Grantor operates or permits another party to operate substantially the same business from the Premises after the expiry of the Term as was operated by the Concessionaire prior to the expiry of the Term, the Grantor shall pay to the Concessionaire the fair market value of the Concessionaire's business and the relevant business assets on the assumption that the business is able to continue to run in perpetuity as a going concern. The fair market value shall be agreed by the Grantor and the Concessionaire, or failing agreement within one month, determined by an independent expert appointed by the parties. If the parties are unable to agree on the expert, either party may request the expert to be appointed by the president of the New Zealand Law Society (or his or her nominee). The decision of the expert shall be final and binding on the parties, and the value determined shall be paid within 14 days of it being determined. The costs of the expert shall be paid in the manner directed by the expert on the basis of what the expert considers to be equitable in the circumstances, and failing such direction, equally.

15. When is the Grantor's consent required?

- 15.1 Where the Grantor's consent or approval is expressly required under this Concession then the Concessionaire must seek that approval or consent for each separate time it is required even though the Grantor may have given approval or consent for a like purpose on a prior occasion. Any such consent or approval may be made on such conditions as the Grantor considers appropriate.

16. What about other concessions?

- 16.1 Nothing expressed or implied in this Concession is to be construed as preventing the Grantor from granting other concessions, whether similar or not, to other persons provided that the Grantor must not grant another concession that would derogate in any material way from the Concessionaire's ability to carry out the Concession Activity in a profitable manner.

In this regard Concessions or leases of other Council controlled land granted by the Grantor shall include conditions to prohibit the operation on those sites of commercial hot pool and health and wellness activities that are of a nature that is broadly similar to those permitted by this Concession.



In this context the activities which are considered be 'broadly similar' are:

- Commercial hot pools
- Therapeutic and health related spa facilities and services.
- Wellness and bathing facilities
- Activities included, but are not limited to: pool-based physiotherapy, rehabilitation and stress-release therapies
- All forms of massage and massage therapy
- All traditional and modern spa treatments
- Couples and group spa and bathing treatments and packages
- Spa and wellness cuisine dining experiences and packages
- All activities within dedicated massage, relaxation, and spa event spaces

16.2 If at least 3 months before but not more than 10 years before the expiry of the Term the Concessionaire makes an application for a further concession in respect of the same Concession Activity on the Premises then the Grantor shall not terminate the existing Concession until such time as the application for the further concession has been determined provided that this determination occurs prior to the expiry of the term.

17. How will disputes be resolved?

17.1 If a dispute arises between the parties in connection with this Concession the parties must, in the first instance be referred to the Grantor's Chief Executive (representing the Grantor) and a Director or General Manager of the Concessionaire (representing the Concessionaire) for their joint resolution, failing which the dispute will be resolved in accordance with clause 17.2.

17.2 If the dispute cannot be resolved in accordance with clause 17.1 within forty (40) Working Days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation, in which case the dispute will be mediated in accordance with the mediation rules of the Resolution Institute.

17.3 If the dispute cannot be resolved by mediation within forty (40) Working Days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to arbitration, which arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996.

17.4 If the parties do not agree on an arbitrator within ten (10) Working Days of a party giving written notice of the requirement to appoint an arbitrator the President of the New Zealand Law Society is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.

17.5 The arbitrator must include in the arbitration award reasons for the determination.

17.6 Despite the existence of a dispute, each party must continue to perform its obligations under this Concession.

18. How are notices sent and when are they received?

18.1 Any notice to be given under this Concession is to be in writing and made by personal delivery, by pre-paid post or email to the receiving party at the address, or email address specified in Item 12 of Schedule 1. Any such notice is to be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of post, on the 3rd Working Day after posting;
- (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing, except that return emails generated automatically will not constitute an acknowledgement.

18.2 If any party's details specified in Item 12 of Schedule 1 change then the party whose details change must within twenty (20) Working Days of such change provide the other party with the changed details.

19. What about the payment of costs?

19.1 Each party will pay their own legal costs and expenses of and incidental to preparing and signing this Concession or any extension or variation of it.

19.2 The Concessionaire must pay in full immediately and on demand all costs and fees (including solicitor's costs and fees of debt collecting agencies engaged by the Grantor) arising out of and associated with steps taken by the Grantor to enforce or attempt to enforce the Grantor's rights and powers under this Concession including the right to recover outstanding money owed to the Grantor.

20. What is the relationship of parties?

20.1 Nothing expressed or implied in this Concession is to be construed as constituting the parties as partners or joint venturers.

21. What about registering the Concession?

21.1 The Grantor is not required to do any act or thing to enable this Concession to be registered and the Concessionaire must not register a caveat in respect of the Concessionaire's interest under this Concession.

22. Which clauses survive termination?

22.1 Clauses 14 and 18 survive the termination of this Concession.

23. Are there any Special Conditions?

23.1 Special conditions are specified in Schedule 3.

24. The Law

24.1 This Concession is to be governed by and interpreted in accordance with the laws of New Zealand.



SCHEDULE 3

SPECIAL CONDITIONS

Definitions

1. In this Concession, unless the context indicates otherwise:
 - (a) **Authority** means every local body, government or other authority having jurisdiction over the Premises, or its use;
 - (b) **Consents** means:
 - (i) all resource consents under the Resource Management Act 1991;
 - (ii) all building consents under the Building Act 2004; and
 - (iii) all other consents or approvals;necessary to enable the Development to proceed.
 - (c) **Concessionaire Improvements** means any buildings, improvements, structures or facilities to be constructed in, or on, the Premises by the Concessionaire, with the consent of the Grantor, during the term of this concession;
 - (d) **Development** means the development and associated works to be carried out on the Premises in accordance with this Concession to enable the Concessionaire to carry out the Concession Activity, including the design, construction, completion and associated works in respect of the construction of the Concessionaire Improvements; and
 - (e) **Grantor's Representative** means the Chief Executive of Kaikōura District Council or authorised delegate of the Chief Executive;
 - (f) **Target Date** means the date by which the Development of a broadly similar nature to that outlined in Figure 3 of Schedule 4 is to be completed and operationally commissioned, being **60** months from the date of commencement of the lease term (subject to extension in accordance with clauses 15 or 17 of this Schedule 3).
 - (g) **Force Majeure** means, in relation to either party (**Affected Party**) an event or circumstance which is beyond the reasonable control of the Affected Party, including but not limited to any:
 - (i) act of God;
 - (ii) strike, lock-out or other industrial disturbance by or amongst employees of a person other than the Affected Party;
 - (iii) act of public enemy, or declared or undeclared war or threat of war;
 - (iv) terrorist act, blockade, revolution, riot, insurrection, civil commotion or public demonstration (other than one caused by the Affected Party);



- (iv) governmental or regional or local authority restraint, legislation or by law; or
- (vi) epidemic, pandemic or quarantine (but excluding the novel coronavirus Covid-19 pandemic, which is likely to be ongoing as of the date of the the granting of this lease).

but does not include any:

- (vi) event or circumstance which could have been avoided by the Affected Party exercising a reasonable standard of care, having regard to the Affected Party's obligations, and the parties' relationship, under this agreement; or
- (vii) lack of funds or authority or power on the part of the Affected Party.

Conditions

2. This Concession is conditional on the Concessionaire obtaining by **31 March 2024**, all necessary consents to enable the Concession Activity to proceed and Concessionaire Improvements of a broadly similar nature to that outlined in Figure 3 of Schedule 4 to be completed to the Concessionaire's and the Grantor's satisfaction.
3. The following applies to the conditions contained in clause 2 above:
 - (a) **Fulfilment of Conditions:** subject to clauses 23 and 24 of this Schedule 3 the parties must do all things reasonably necessary to enable the conditions to be fulfilled by the date for fulfilment;
 - (b) **Time of the Essence:** time for fulfilment of any condition and any extended time for fulfilment to a fixed date is of the essence of this Concession;
 - (c) **When Condition Fulfilled:** a condition will not be treated as fulfilled until the relevant party has served written notice of fulfilment of that condition on the other party;
 - (d) **Benefit of Conditions:** the conditions in clauses 3(a) and (c) above have been inserted for the benefit of both of the parties and may be waived by written agreement between them and the condition in clause 3(b) above has been inserted for the Grantor and may be waived by the Grantor giving written notice of such waiver to the Concessionaire;
 - (e) **Effect of Waiver:** any condition waived in accordance with clause 3(d) above will be deemed to have been fulfilled; and
 - (f) **Effect of Non-Fulfilment:** if any condition is not fulfilled by the relevant date for fulfilment, either party may at any time before the condition is fulfilled cancel this Concession by giving written notice to the other party, in which case neither party will have any right or claim against the other party under or relating to this Concession.



No Pre-determination

4. The Grantor acknowledges that:
- (a) this Concession has been signed by the Grantor in advance of completion of statutory obligations that must be carried out prior to the Concession becoming unconditional;
 - (b) while the Grantor has entered into this Concession in good faith, whether or not the conditions in clause 2(a) above is confirmed is entirely dependent on due compliance with relevant statutory obligations and there is no mandatory or other obligation on the Grantor to satisfy the condition contained in clause 2(a);
 - (c) by entering into this Concession, the Grantor has not pre-determined its decision-making obligations with respect to any of its statutory obligations and is able to comply with such statutory obligations without reference to its obligations under this Concession.

Development Obligations

5. **General:** The Concessionaire shall undertake the Development from the Commencement Date that is of a broadly similar nature to that outlined in Figure 3 of Schedule 4 (subject to any changes which may be approved through clause 14 of this Schedule 3) which is to be completed and fully operational by the Target Date subject to any extension that may be granted by through clauses 15 to 17 of this Schedule 3; and

Such Development shall be in accordance with the requirements of:

- (a) any consents and approvals from any Authority necessary to give effect to the development;
 - (b) all relevant laws; and
 - (c) this Concession.
6. **Construction Obligations:** The Concessionaire must ensure that the Development is carried out:
- (a) with suitable materials and in accordance with professional principles and practices;
 - (b) in accordance with and to meet all the requirements of this Concession; and
 - (c) so that the Development is suitable for and will be able to be fully used and enjoyed for the Concession Activity set out in Schedule 1.
7. **Site Responsibility:** From the Commencement Date, the Concessionaire is entirely responsible for and possesses the Premises entirely at its own risk and the Concessionaire must implement all necessary protections and controls during the course of construction of the Development that may be required by law or by Kaikōura District Council (acting in its regulatory capacity) until the completion of construction of the Development. Where, during earthworks on the Land, any archaeological feature, artefact or human remains are accidentally discovered, the Grantor's



"Accidental Discovery Protocol" document (or any document replacing that document) shall apply.

8. **Consents:** The Concessionaire will be responsible for obtaining and complying with all requirements of Authorities and all Consents necessary for the carrying out of the Development.
9. **Subcontractors:** The engagement of subcontractors to perform the obligations of the Concessionaire under this Concession will not limit or affect the Lessee's obligations or liability under this Concession and the Concessionaire will be fully responsible for the acts and omissions of any subcontractor as if they were the acts or omissions of the Lessee.
10. **Access to Premises During Construction:** While the construction of the Concessionaire Improvements is taking place, the Concessionaire will ensure that:
 - (a) the Premises may only be accessed by personnel directly related to the construction of the Concessionaire Improvements, the Grantor's Representative and other authorised personnel on official business related to the construction;
 - (b) the Land outside the Premises must not be used for the loading or unloading or storage of construction related materials unless the Grantor's Representative provides specific approval to do so for a limited period; and
11. **Minimise Disturbance and Inconvenience:** The Concessionaire will take reasonable steps to minimise any disturbance and inconvenience to the Grantor and other authorised users of the Land when exercising any rights granted under clause 13 above and must comply with any reasonable requirements of the Grantee's Representative.
12. **Meetings:** The Grantor's Representative and the Concessionaire will establish procedures for meetings to discuss the progress of the Development.

Completion and Progress

13. **Achieving Target Date:** The Concessionaire will undertake and warrants that it will carry out the obligations in this agreement with due diligence to achieve the Target Date.
14. **Changes to Development Nature:** Notwithstanding that the granting of this Concession was based upon a proposal by the Concessionaire that the nature of the Development would be broadly similar to that outlined in Figure 3 of Schedule 4, the Grantor may give consideration to permitting changes to the nature of Development. Requests for changes to the nature of Development must be made in writing by the Concessionaire to the Grantor, clearly identifying the proposed revised form of the Development. Should the Grantor approve the requested changes to the nature of the Development (or if there are changes to the scale of Development) these will not be accompanied by other changes to the terms of the Concession unless these are agreed separately under other conditions of this Concession.
15. **Failure to Meet Target Date:** If it appears likely as at the date falling three (3) months prior to the Target Date that the Concessionaire will fail to complete the Development by the Target Date, the Concessionaire will provide to the Grantor full details of the reasons for non-achievement and a proposed revised Target Date. The



Grantor will act reasonably in considering a proposed revised Target Date and notify its decision within twenty (20) Working Days as to whether to accept the revised Target Date, but will be under no obligation to accept the revised Target Date. If the Grantor does not respond within that twenty (20) Working Day period, it is deemed to have accepted the revised Target Date.

16. **Extension to Target Date in Event of Force Majeure:** Despite clause 15, in the event the Concessionaire is unable to complete the Development by the Target Date as a result of any events reasonably attributed to a Force Majeure event the parties will agree upon an extended Target Date that is reasonable in the circumstances to accommodate the period of any delay reasonably attributed to the Force Majeure event.
17. **Insufficient Progress:** Notwithstanding any contrary provisions in this Concession, if the Concessionaire has not completed the Development by the Target Date the Grantor may give written notice to the Concessionaire requiring the Concessionaire to remedy its default and complete the Development within a reasonable period, not exceeding six (6) months. If the Concessionaire has not completed the Development within that period the Grantor may terminate this Concession by serving written notice of termination on the Concessionaire, following which this Concession will terminate with immediate effect. For the avoidance of doubt, upon such a termination clause 14 of Schedule 2 will apply and the Concessionaire will not be entitled to make any claims against the Grantor.

Risk

18. **Concessionaire to Bear Risk:** In relation to the Development, the Concessionaire will from the Commencement Date bear all risk of loss or damage to the Premises and the Development.
19. **Acceptance of Risk:** The Concessionaire accepts all risks relating to the Development including (but without limitation):
 - (a) the actual cost of the Development (including design, construction, compliance costs, inflation, cost increases and rates of interest) is greater than the cost estimated by the Concessionaire;
 - (b) the usage of the Development being less than estimated by the Concessionaire or not economically viable;
 - (c) the failure of any party to meet funding obligations to the Concessionaire, or failure to provide pro bono services;
 - (d) the effect of any and all existing registered and unregistered interests affecting the Premises that have been disclosed to the Concessionaire at, or prior to, the date of signing of this Concession;
 - (e) the revenue generated from the Development being less than estimated by the Concessionaire;
 - (f) the consequences to the Concessionaire of an event of Force Majeure that is not the result of an act or omission of the Grantor;



- (g) the Concessionaire encounters unexpected difficulties in obtaining or complying with laws, Consents or standards, or there are unexpected changes in laws, Consents or standards;
- (h) the taxes levied on the Concessionaire (if any) including all taxes relating to the construction and operation of the Development are more adverse than estimated by the Concessionaire; and/or
- (i) there being an unforeseen change in the economy or demographics which negatively impacts on usage or revenues;

and the Concessionaire will not make any claim for damage, loss, expense or seek to be indemnified for any liability from Grantor because of any such risk having eventuated.

- 20. **Indemnity:** The Concessionaire indemnifies the Grantor against any loss, damage or expense arising from any claim or action made or brought against the Grantor by any third party holder of existing registered or unregistered interests affecting the Premises that have been disclosed to the Concessionaire at or prior to the date of signing of this Concession, that relates to the construction or use of the Development and that are not the result of a wilful or negligent act or omission by the Grantor, its agents, contractors or employees.
- 21. **Damage or Destruction:** If all or part of the Development is damaged or destroyed, the Concessionaire will (without limiting the obligations of the Concessionaire) apply all insurance proceeds received to undertaking the prompt repair or replacement of the Development so that:
 - (a) there is minimal disruption to Development;
 - (b) to the greatest extent possible, the Concessionaire continues to comply with its obligations under this Concession; and
 - (c) it manages all repair and replacement activities so as to minimise the impact on the public use of the Premises.
- 22. **Construction Contracts Act 2002:** For the purposes of the Construction Contracts Act 2002, the Concessionaire acknowledges that the granting on the Commencement Date by the Grantor of the Concessionaire's interests and entitlements under this Concession is in full consideration of the Concessionaire undertaking the Development in accordance with this agreement and that the Concessionaire will not be entitled to any further payment of consideration by the Grantor except as expressly provided in this Concession.

Grantor as Regulatory Authority

- 23. The Grantor has signed this Concession in its non-regulatory capacity as land owner and administering body. This Concession does not bind the Grantor in its capacity as a regulatory authority in any way, and any consent or agreement the Grantor gives under this Concession is not an agreement or consent in its regulatory capacity and vice versa.
- 24. When acting in its regulatory capacity, the Grantor is entitled to consider all applications to it without regard to this agreement. The Grantor will not be liable to the Concessionaire or any other party if, in its regulatory capacity, the Grantor



declines or imposes conditions on any consent or permission that the Grantor, the Concessionaire or any other party seeks for any purpose associated with this Concession.

Lease Areas

25. The lease area shall be the primary site area shown in Figure 1 of Schedule 4, but may also potentially be extended to include a further additional area of up to a maximum of 250m² to the south-east of the primary site area (similar to that shown as a potential additional parking area in Figure 1) provided that:
- a. Such an additional area is essential to meet resource consent requirements in respect of parking places for the development or there are in the opinion of the Grantor other compelling reasons why a lease of such an additional area should be granted; and
 - b. The Concessionaire, entirely at its own cost, installs and backfills to the satisfaction of the Grantor (including establishment of grass) an externally rock-faced timber retaining wall with a length of approximately 50 metres with a maximum height of 1.0 metre above existing surface level along the approximate alignment shown in Figure 2 of Schedule 4 that increases the useable flat grassed surface area of the playground area and its surrounds to the greatest extent possible (in most cases a width gain of approximately 5 metres); and
 - c. The Concessionaire meets the Grantor's costs of relocating the children's playground (including the existing equipment) to the necessary new position.

If such an additional lease area is for the purpose of a car park this shall be constructed and maintained at the Concessionaire's cost to a design and specification approved by the Grantor.

It would be the Grantor's preference that the car park is not for exclusive use of facility customers, and there is a willingness on its part to discuss what an appropriate rental rate for this additional area would be with relation to such shared use.

The lease area does not include the existing public toilet and the Concessionaire's development and use of the lease area must not interfere with the public's use of the toilet.

The lease does not authorise any relocation or modification of the existing public toilet. Should the Concessionaire wish to undertake such relocation or modification specific approval would be required from the Grantor, which may be withheld. For the Grantor to consider giving such approval the proposed standard of the new toilet facility would have to be high and its location judged to be favourable, with all associated costs being met by the Concessionaire.

Access to Site Prior to Commencement of Lease

26. Prior to the commencement of the lease term the Concessionaire shall be permitted access to the site to conduct such investigation as is necessary for the undertaking of



the due diligence exercise, but the site shall not be occupied or used for any other purpose.

Handwritten signatures in blue ink, including a large stylized signature and the initials 'AL'.

SCHEDULE 4

PLANS



Figure 1: Lease Areas

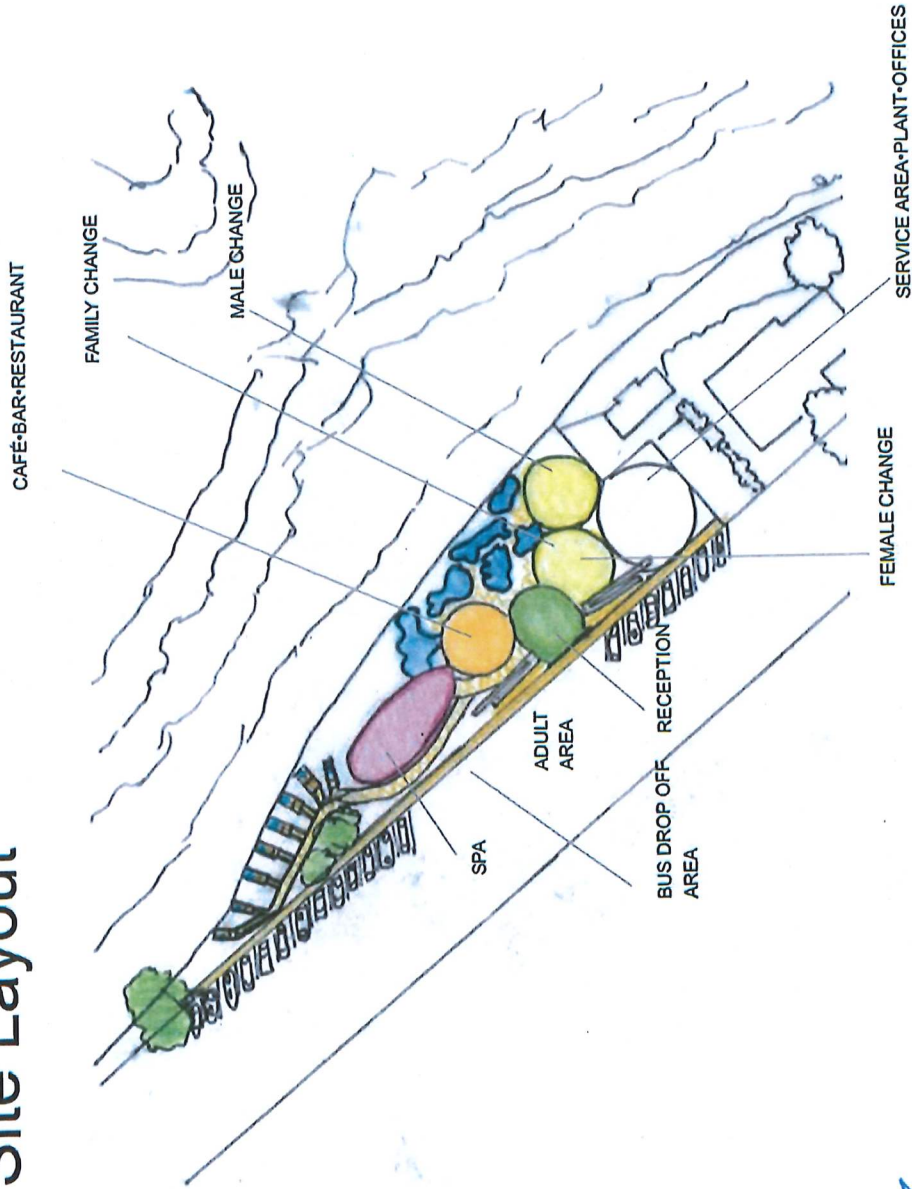
[Handwritten signatures and initials]



Figure 2: Retaining Wall

Handwritten signatures and initials in blue ink, including 'MB' and 'al'.

Site Layout



Handwritten signature
Handwritten signature

Figure 3 – Development Design Concept

SCHEDULE 5

SETTING AND PAYMENT OF FEES

Annual rentals shall incorporate three components, as follows. All figures are stated as being exclusive of GST. Rentals shall be paid annually in advance.

- I. An annual base rental component at a set rate per m² of unimproved land area. A rate of \$12.50 per m² will be applicable for years 1 to 3 of the lease in recognition of the business being in a development stage.

Base rental rates shall be reviewed every 3 years. Such reviews shall be to the current market rental of the unimproved land as determined by a Registered Valuer on a basis that does not take account of the Patronage Share described in the following section.

The initial Registered Valuer referenced above shall be engaged and paid by the Grantor. Should the Concessionaire dispute the rental valuation provided, another rental valuation on the same basis shall be obtained from another Registered Valuer engaged and paid by the Concessionaire, the identity of which is approved by both the Grantor and the Concessionaire. An agreed rental valuation shall then be determined in the range between the two obtained valuations.

It is however envisaged that to further assist the Concessionaire in the initial establishment of its business that the base rental rate for years 4 to 6 of the lease will be limited to \$17.00 per m².

- II. A patronage share component, initially set at \$0.51 per person visit in year 1 and adjusted in subsequent years in proportion to movements of the Consumer Price Index (CPI). The total patronage share to be recovered through rentals in any year shall be based upon the total annual patronage in the preceding year multiplied by the current patronage contribution per person visit.

The lessee shall maintain systems to accurately record patronage to the satisfaction of the Grantee and shall provide the Grantee with collected information on request.

- III. A component that is deducted from the sum of the previous 2 components to compensate the Concessionaire for their costs incurred in the demolition of the original community swimming pool infrastructure. This demolition cost shall only be for the removal of existing structures and shall exclude costs of filling the created voids. Evidence of reasonable demolition costs shall be provided to KDC.

The deduction shall be made at a rate of 3% of the demolition cost in each of the 33 years of the lease term.

The following table is an example – illustrative only of the proposed methodology – of the first 10 years under this approach, assuming 2400 m² occupied, \$150,000 demolition cost recovered over 30 years and an increase of the Base Annual Rental rate to \$21.00 per m² following a second rental review in year 6, and hypothetical figures for CPI movements and annual patronage.

Column	A	B	C	D	E	F	G	H	I	Demo Cost
	Assumed Annual	Annual	CPI	Patronage Contribution	Base Rental per m2	Annual Base Rental for 2400m2 (E x 2400)	Patronage Share	Base Rental Plus Patronage Share	less % of Demolition Cost per Year (F+G-I)	Annual Rental
Year	Patronage (visits)***	CPI Movement	Adjustment Factor	Per Person Visit	Base Rental per m2	for 2400m2 (E x 2400)	Previous Year A x D			(GST exclusive)
2023/2024	10000	1.7%	1.000	\$0.51	\$12.50	\$30,000	\$0	\$30,000	\$5,000	\$25,000
2024/2025	15000	2.0%	1.017	\$0.52	\$12.50	\$30,000	\$5,187	\$35,187	\$5,000	\$30,187
2025/2026	25000	1.8%	1.037	\$0.53	\$12.50	\$30,000	\$7,936	\$37,936	\$5,000	\$32,936
2026/2027	35000	2.5%	1.056	\$0.54	\$17.00	\$40,800	\$13,464	\$54,264	\$5,000	\$49,264
2027/2028	45000	2.0%	1.082	\$0.55	\$17.00	\$40,800	\$19,321	\$60,121	\$5,000	\$55,121
2028/2029	60000	1.9%	1.104	\$0.56	\$17.00	\$40,800	\$25,338	\$66,138	\$5,000	\$61,138
2029/2030	70000	2.3%	1.125	\$0.57	\$21.00	\$50,400	\$34,426	\$84,826	\$5,000	\$79,826
2030/2031	80000	2.2%	1.151	\$0.59	\$21.00	\$50,400	\$41,088	\$91,488	\$5,000	\$86,488
2031/2032	80000	1.5%	1.176	\$0.60	\$21.00	\$50,400	\$47,990	\$98,390	\$5,000	\$93,390
2032/2033	80000	2.0%	1.194	\$0.61	\$21.00	\$50,400	\$48,710	\$99,110	\$5,000	\$94,110
								\$657,460 sum over 10yrs		\$60,746
								\$65,746 av/10yrs		

*** allow for steady growth of new business and limitations imposed by covid recovery of international tourism and development of domestic tourism offering.

Example values only - actuals determined in future

Proposed set input values

Calculated values

Kaikōura District Council

Statement of Proposal

Proposed extension of lease area - Kaikōura Springs Ltd. Wellness and Hotpools Development

1. Introduction

At its meeting of 29th November 2023 Kaikōura District Council resolved to seek the views of the community regarding the request from Kaikōura Springs Ltd to consider an increased lease area for the proposed wellness and hotpools development on the recreational reserve at the old swimming pool site.

2. Background & Context

The Council granted a concession lease in favour of Kaikōura Springs Ltd. (Concessionaire) on the 25th July 2022 for an area of recreational reserve located adjacent to the Esplanade for the development of wellness hotpools. A comprehensive process that complied with the statutory requirements under the Conservation Act 1987 and (where relevant) the Local Government Act 2002 was followed before the lease could be granted.

The final lease defined the primary site area of approximately 2400 m². It also identified a possible extension area of up to a maximum of 250m² to the south-east of the primary site area. The conditions relating to this additional area are outlined in Clause 25 of the lease document. The final lease included a term of 33 years with a commencement date which was the earliest of either the date at which the Concessionaire obtained all necessary resource consents and building consents for the construction and operation of the facility or 31st March 2024. During the public notification period two formal submissions and 1 more informal written comment were received and considered.

Kaikōura Springs Ltd. has undertaken further work since the granting of the original lease. This has included a feasibility study, developing a cultural narrative with Te Runanga o Kaikōura, running an architectural design competition to develop a concept design. During this work high level consideration was also given to an alternative location for the development in Kaikōura. The original site at the old swimming pool along the Esplanade has now been reconfirmed as the preferred location. Based on the additional work done, Kaikōura Springs Ltd. are keen to consider a greater lease area at the original location that was originally envisaged. If the further area is agreed this would require the relocation of several community facilities in the immediate location at cost to the development (not the ratepayer). Both the Council and Kaikōura Springs Ltd. understand the importance of the current community facilities and spaces located at Gooches Beach and the need to replicate any facilities if they are relocated in the immediate vicinity. Kaikōura Springs Ltd have outlined a preliminary masterplan for the future enhancement of the Gooches Beach area which is included in the Statement of Proposal. This could form a long-term plan for the area.

3. Purpose of this Statement of Proposal

Kaikōura District Council is keen to consider the views of the community with regard to the request for additional lease area of the recreational reserve. This Statement of Proposal together with supporting information provides a summary of information that is a fair representation of the major matters in the proposal. The information contained in this Statement of Proposal has been approved by Council for notification and consultation.

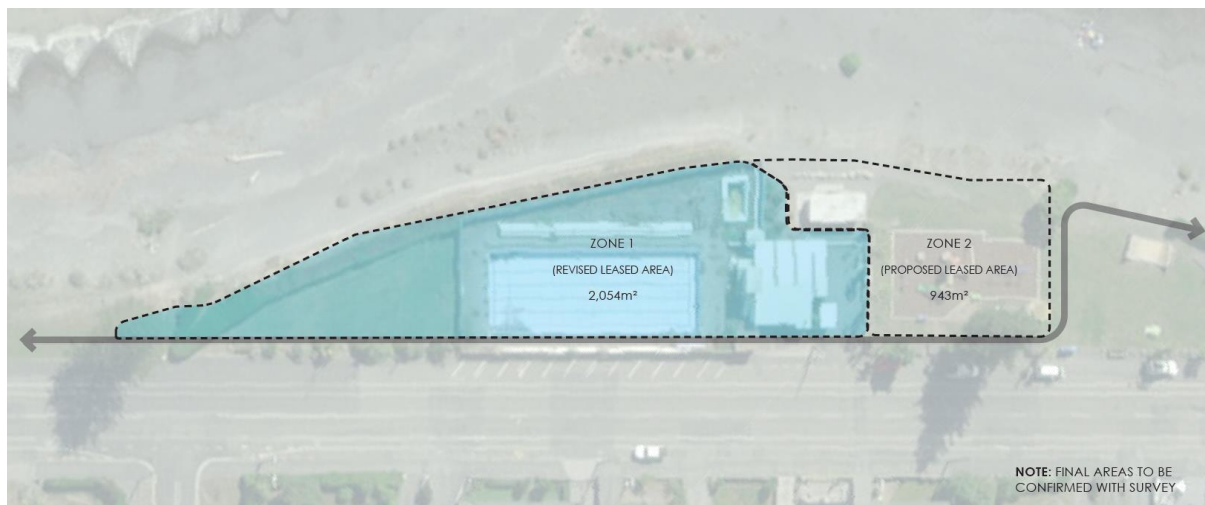
4. Proposal Options

Two options are presented for consideration. The preferred option involves a revised increased lease area whilst the second is the status quo option with the existing confirmed primary lease. The key components of each option are outlined below. An analysis of the advantages and disadvantages of each option is included in Section 5.

4.1 Option 1: Increased overall lease area (preferred option)

This option is shown on Figure 1.0 below. It involves increasing the overall agreed lease area from 2400m² to approximately 3000m². With this option, the original lease area identified as Zone 1 is slightly reduced in area to make allowance for the link pathway whilst an additional proposed area of 943 m² is added (Zone 2). This results in an overall increase to the area of 600m². This is greater than the 250m² identified in the original lease agreement for possible extension.

Figure 1.0: Increased overall lease area (preferred option)



The addition of the Zone 2 area would require the relocation and replacement of several existing community facilities located within that zone. These include the removal and replacement of the existing toilet and shower block, the relocation of the existing playground and the barbeque area. The proposed relocation is shown on Figure 2.0 below. It should be noted that under the original lease agreement the use of the potential additional area identified would also include partial relocation of facilities. A preliminary future masterplan for the whole area is shown in Figure 3.0 for further discussion. This would not all be delivered by the project but could be a longer term plan to work towards.

It is important to note that the capital cost for rebuilding and relocating these facilities will be met by the development and not by the ratepayer as per the conditions of Clause 25 in the original lease agreement. Council would retain ownership of the facilities and ongoing responsibility for operation and maintenance.

Figure 2.0: Proposed relocation of existing community facilities

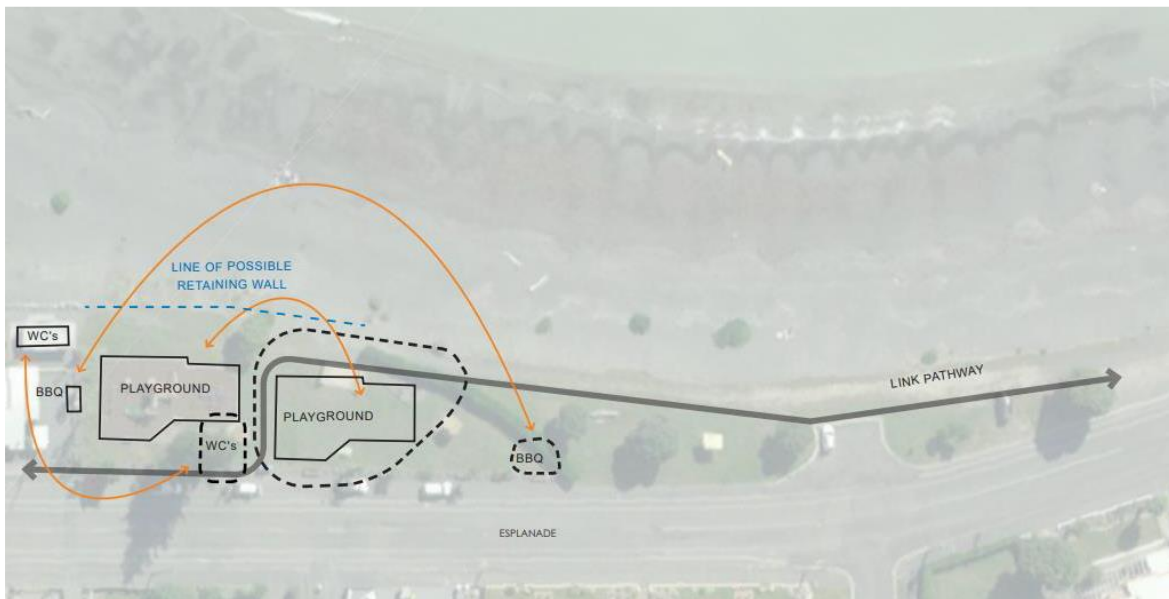
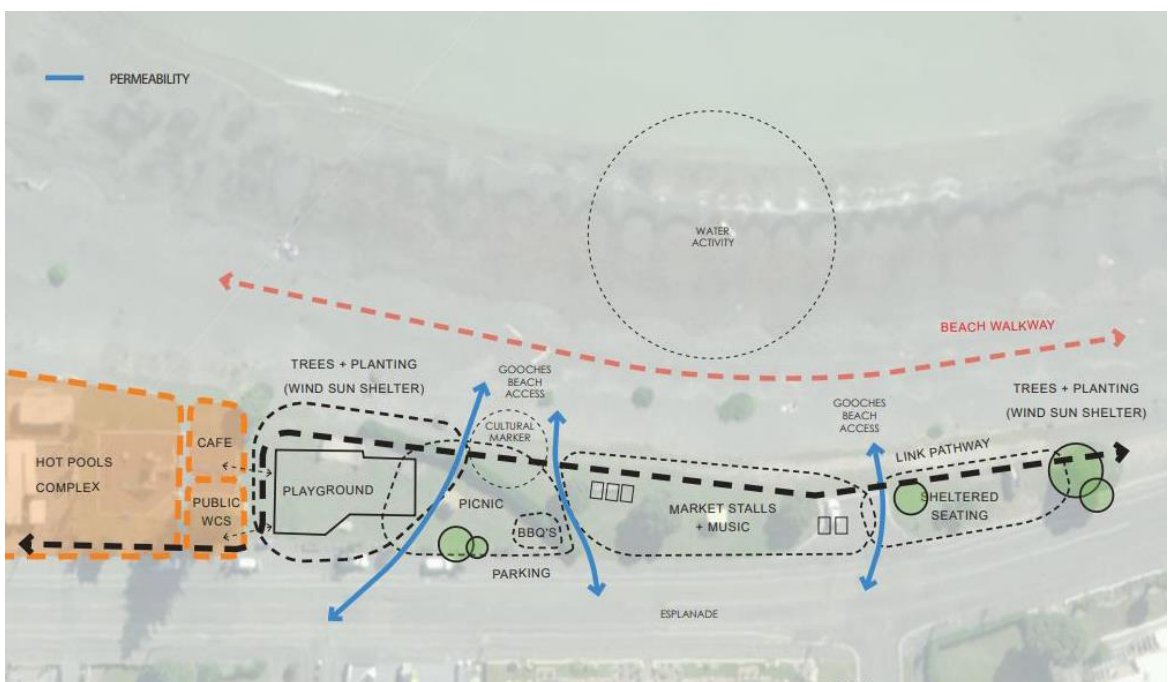


Figure 3.0: Preliminary future Masterplan for the wider area



4.2 Option 2: Status quo – existing agreed primary lease area

The overall lease area remains as currently approved at 2400m². This option does not require the relocation of any existing community facilities adjacent to the agreed lease site. It does however severely restrict the plans for the proposed development.

Figure 4.0: Original primary site area and potential additional parking area.



5. Analysis of Options

	Option 1 Increased overall lease area (Preferred option)	Option 2 – Status Quo
Advantages	<ul style="list-style-type: none"> - Increased economic potential for the development and District including employment opportunities. (potentially 35 FTE for the total larger development). - Increased financial return to ratepayers from lease arrangements (base lease and patronage) - Allows for growth potential of the development and for the facility to be built in one go. - Relocation of existing community facilities with capital cost being met by the project. Ongoing operational cost to be met by Council. This will result in a capital saving in the order of \$300,000 to Council in the long run. - Opportunities for enhancement of facilities and community space adjacent to the development. (long term masterplan). 	<ul style="list-style-type: none"> - No reduction in recreational reserve area for general public.
Disadvantages	<ul style="list-style-type: none"> - Reduction in recreational reserve area available to the public of 600 m2 (350 m2 more than the potential additional area identified in the original lease). - Any effects of the increased footprint (including parking) would need to be fully considered through the resource consent process. 	<ul style="list-style-type: none"> - No room for the proposed link pathway - Hotpools Development is growth restricted. Smaller facility. - Less financial return to ratepayers than options 1 - Future capital replacement cost for existing community facilities will need to be met by ratepayers as currently anticipated.

6. Submissions on this Proposal

Community engagement is proposed to occur upon approval of this proposal for an extended period from 1st December to 22nd January 2024. This is to ensure that at least one full calendar month is given for public feedback taking into account the statutory stand down period.

The online submission form will be available on the KDC Website and links to this will be provided on Facebook.

Paper-based submission forms will be available at KDC reception.

Feedback is invited in respect of the proposed increased lease area request, rather than the development itself. However, during the consultation period, Kaikōura Springs Ltd. will be organising public sessions in Kaikōura prior to Christmas, which will be advertised.

Submissions may be made in writing or by completing the online submission form, addressed to submissions@kaikoura.govt.nz or

The Chief Executive, Kaikōura District Council
PO Box 6, KAIKŌURA 7300

and must be received by Council by 5pm on 22 January 2024.

Council will consider feedback as part of the decision process currently scheduled for the Council meeting on the 31st January 2024.

Chief Executive Officer

Report to:	Council
Date:	29 November 2023
Subject:	CEO Update Report
Prepared by:	W Doughty - Chief Executive Officer
Input sought from:	
Authorised by:	W Doughty - Chief Executive Officer

1. PURPOSE

To provide the Council with an update on major work streams and other activities.

2. RECOMMENDATION

It is recommended that the Council receives this report for information.

3. COUNCIL ACTIVITY – KEY FOCUS AREAS

Overview

Physical work continues at pace with a number of key deliverables being achieved before Christmas. This years road sealing programme commences at the end of November, two stages of the link pathway will be completed including the Lions Boardwalk upgrade and a section of the pathway from Torquay to Kilarney St. A suitable finish for around the drip lines of the Norfolk pine trees is being finalised. In the new year we hope to pick up a community conversation with regard to potential artwork, signage and furniture for the pathway, bearing in mind that the original project budget was only for completion of the physical pathway. The first stage of the IAF pathway to Vicarage Views will be completed by the end of January. The next round of footpath renewals will commence in the first quarter of next year and consideration will be given in the long term plan to increasing the overall budget for footpath renewals and accelerating delivery.

There has been good engagement and feedback through the various consultations that have been underway over the last few months and we are hoping to be in a position to finalise the draft revenue and financing policy, the Signs Bylaw, Freedom Camping Bylaw and the future for the Kaikōura Enhancement Trust (KET) by the final Council meeting of the year on the 13th December 2023. A request for an extension for the lease area for the new wellness and hotpools development is being considered on the agenda and if supported, community feedback will be sought on the options before a final decision is made at the end of January 2024.

Although the audit of the annual report has been completed, work is still ongoing in terms of the KET audit and the summary report for the annual report. The main focus is now shifting to the long term plan with the first cut of the operational and capital budgets being prepared by the end of November. As previously highlighted, across the country local authorities are seeing some significant increases in cost pressures with unfunded mandates from central government, increasing cost escalation and inflation affecting core service delivery and increases in fees and premiums. Most local authorities are struggling to get an overall rates rise lower than inflation with a large number up in double figure increases. The key messages for the draft LTP will be to finish what we have started and a focus on core infrastructure. We are working to the deadline of having a draft LTP out for public consultation in April 2024 with final adoption by the end of June 2024. At the time of writing a coalition government has still not been formed and uncertainty remains with regard to the Affordable Waters reform. Although legislation is currently in place, we are progressing the draft LTP on the basis that KDC will continue to deliver three waters services for the period of the long term plan. The financial summary for month ending 31st October is included in Attachment 1. It should be noted that additional borrowing of \$2.0m has been executed this month. This was signalled to be required by the end of June 2023, but was not required at that time.

The events team are busy organizing some Christmas festivities for the community as we start the run into the end of the year. Council offices will be shutting down for the period of Friday 22nd December until the 8th January with the library reopening on the 3rd January 2024. On call services for emergencies will be available over that time.

Reforms update

With the coalition government still forming there is no further clarity on any of the reform agenda from the previous government. LGNZ have been working on a national initiative to get an aligned position across the sector on the Future for Local Government review. They are hoping to sign off on the agreed at the Special General Meeting on the 11th December 2023. This is to be in a position to take the sector view to the new government in the new year. Several elected members have attended the various sessions held by LGNZ, who will circulate the draft findings by the 24th November. The Canterbury councils are already looking at opportunities for greater collaboration and what a regional placed based economic investment deal may look like.

Other information

Te Runanga o Kaikōura held a joint relationship hui for the Mayors and CE's of Marlborough, Hurunui and Kaikōura earlier in the month which was a great opportunity to spend time together and a chance for our neighbouring Councils to spend time at Takahanga marae. It is likely this is the first of several hui's to discuss shared priorities and initiatives.

The last Mayoral Forum and associated meetings are scheduled for the 25th and 27th November 2023. I have been appointed Chair of the Civil Defence Emergency Management Coordinating Executive Group who meet quarterly.

The annual Resident's Satisfaction and Wellbeing Survey for 2023/24 will be released in late November with a closing date of the end of January. The draft report will be available by mid to late February to help inform the long term plan conversations.

Council Team

Freya Jackson joins our team as the new policy planner next week having relocated to New Zealand from the UK. It will be great to see the planning team up to full complement. Unfortunately, Nigel Bryant our Emergency Management Officer (EMO) has resigned to take up a fulltime role in the new year as a flight paramedic. Although only with us for a short time Nigel has done some great work on the relationships with other neighbouring EMO's and our own readiness. We wish Nigel well with his new venture.

Apart from the Emergency Management Officer role, the only current long term vacant roles include:

1. Building Control Manager
2. Building Control Officer

These are currently being ably filled by contractors. An offer has been made to a potential Building Control Officer with a start date in March 2024.

The staff satisfaction survey will be circulated in the new year.

Focus areas for the next three months

1. Long Term Plan
2. Outstanding debtors and resolution of historic harbour issues.
3. South Bay forestry harvest

4. COMMUNITY OUTCOMES SUPPORTED



Community

We communicate, engage and inform our community



Development

We promote and support the development of our economy



Services

Our services and infrastructure are cost effective, efficient and fit-for-purpose



Environment

We value and protect our environment



Future

We work with our community and our partners to create a better place for future generations

Attachment 1: Monthly Financial Summary for 31st October 2023.

Monthly Financial Summary for 31st October 2023.

In summary there are no concerns with the financial position as at 31 October 2023.

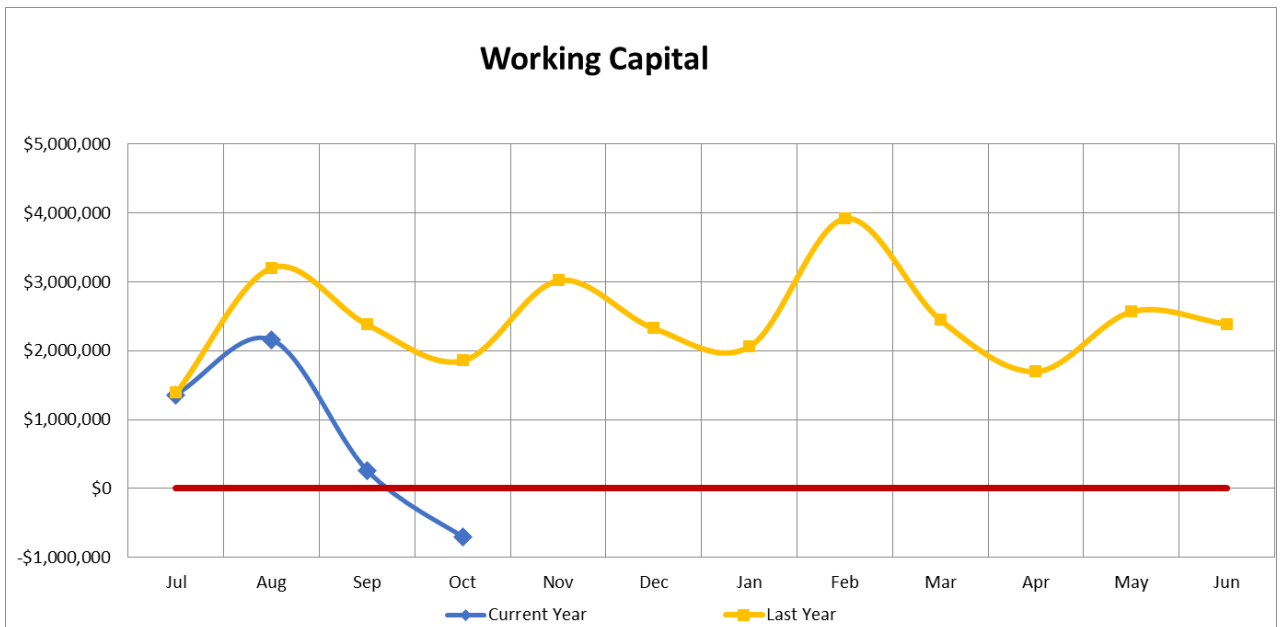
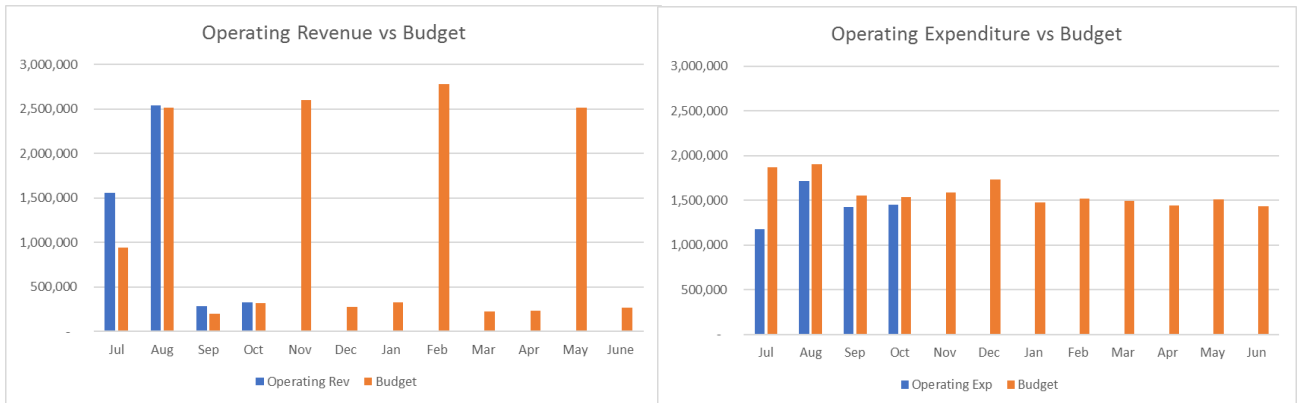
Summary Statement of Comprehensive Revenue & Expense			
	Budget YTD 31/10/23	Actual YTD 31/10/23	Variance 31/10/23
Grants & Subsidies – Opex	958,099	1,463,786	505,687
Grants & Subsidies – Capex	1,014,813	1,545,893	531,080
Rates Revenue	2,310,695	2,388,620	77,925
All other revenue	697,519	850,583	153,064
TOTAL REVENUE	4,981,126	6,248,882	1,267,756
Operating expenses – Other	5,446,603	4,441,305	(1,005,298)
Personnel	1,274,854	1,198,666	(76,188)
Grants Paid	685,983	378,874	(307,109)
TOTAL EXPENSES	6,866,888	5,758,449	(1,108,439)
Operating surplus/(deficit)	(1,885,762)	490,433	2,376,195

We have received \$6.2M revenue against a budget of \$4.9M. The variance largely relates to revenue received in 2023 treated as revenue received in advance for 2024. Expenditure is under budget by \$1.1M largely relating to grants paid and depreciation. The Mayors taskforce for Jobs grant paid out being \$160K against a budget of \$350K. Depreciation is only currently an estimate, due to waiting for the 2023 audit to be completed, actual depreciation will be processed next month.

Summary Statement of Financial Position			
	Budget to Year End	Actual 31/10/23	Actual 31/10/22
Current assets	3,995,630	1,211,287	3,011,495
Non- current assets	309,861,570	295,195,514	290,930,883
Current liabilities	(1,814,820)	(1,919,058)	(1,122,701)
Non-current liabilities	(10,160,704)	(6,007,503)	(7,160,704)
TOTAL NET ASSETS	301,854,676	288,480,240	285,658,973
Public equity	130,830,552	118,150,408	115,236,198
Special funds & reserves	4,380,393	3,805,251	4,089,462
Asset revaluation reserve	166,673,731	166,524,581	166,333,312
TOTAL EQUITY	301,854,676	288,480,240	285,658,973

Cash is \$763K which is quite low, borrowings are at \$5.3M, with the total amount being non-current – KDC has increased the borrowing by \$2M in November to \$7.3M. Working capital is negative with the liquidity ratio sitting at 0.63.

Financial Dashboard



Report to:	Council	File #
Date:	29 November 2023	
Subject:	Community Services Team Update	
Prepared by:	Susī Haberstock – Community Services Manager	
Input sought from:	Community Services Team and partners	
Authorised by:	Peter Kearney – Senior Manager Corporate Services	

1. SUMMARY

The purpose of this report is to keep the Mayor and Councillors informed of the activities delivered by the Community Services Team and collaborations with the Kaikōura community. The report this month includes the following activity updates for October/ November:

1. Community Development
 - a. Community Development and Community Groups
 - b. Community Grants
 - c. Te Hā o Mātauranga
 - d. Community Events
 - e. Kaikōura Health - Te Hā o Te Ora
2. Kaikōura Emergency Management
3. Library Dashboard

2. RECOMMENDATION

It is recommended that the Council receives this report for information.

3. ACTIVITY UPDATES

a. *Community Development and Community Groups*

Summer Wine

S Wright was invited to speak at the Summer Wine luncheon. She talked about her role and the events planned for Christmas. The listeners were very pleased to be informed of the involved Christmas plans.

Pensioner Housing

The waiting list is currently at 13, made up of both individuals and couples. Recent work was done to tidy some garden areas prior to Christmas lights going up at the end of November. Avodah continues to assist with this project.

Community Networkers

Our meeting on the 14 November had total of 12 community groups:

Rata Foundation	REAP Blenheim
Te Hā o Te Ora – Kaikōura Health	KDC Events and Community Development
Inland Revenue Department	WINZ Work Broker
Te Mana Ora Otautahi	Te Maata Waka – Whanau Ora
Te Whare Putea – Heartlands	Smokefree Aotearoa 2025

Our last hui for 2024 will be on Tuesday 12 December the Supper Rooms. We will be celebrating and acknowledging all the mahi services, groups, and individuals provide to our community. We have held this hui in the Supper Rooms for over 20 years. Our first hui for 2024 will be on Tuesday 13 February 2024 from 12p-1.00pm and will now be held at Heartlands Community Hub on 105 Beach Road. Thank you to Heartlands – Te Whare Putea Trust for inviting us to your new venue.

[Te Whare Putea – Financial Capability](#)

This service will continue to be in high demand. The Te Whare Putea team is preparing a presentation to funders for further funding for the delivery of their services. They have some good examples of how they have helped people in stressful situations, acknowledging the positive impact and change to their lives that this support and service has provided. This service continues to help many people who have no other avenues for help in extenuating situations.

[Avodah \(Spiritual Respite\)](#)

This community group is not just helping in the Pensioner flat gardens, they are also assisting in transporting our elderly to and from the Christmas Festival Day on 16 December 2023.

[Te Puna Reo o te Ahi Kaikōura a Tama k te Rangī](#)

This is a new pre-school at Hapuku School, a whānau orientated early learning, care, and language centre. They are kaupapa Maori focused and promote te reo and tikanga Maori in all centre activities. A mihi whakatau (blessing) took place on Monday 20 November 2023, with Ministry of Education officials attending, along with other dignitaries alongside the Kaikōura community. A whānau wananga was held on 25 November 2023, with the kaupapa as 'how we can be more active in implementing more te reo within the home & whānau.'

[Nga Tohu Reo Maori Awards \(Maori Language Awards\)](#)

These awards are a great opportunity to acknowledge our te reo champions who contribute to the revitalisation and normalisation of te reo Māori. So far there are 2 strong nominations. Nominations close on 10 December 2023.

b. Community Grants

[Sports NZ](#) - 5 active projects with the next hui scheduled for 6 March 2024.

[Creative Communities Scheme](#) - 13 active project with the next hui on 6 December 2023. We received 2 applications in the November funding round:

- **Saturday Laughs at the Mayfair:** A two-hour stand-up comedy showcase with comedians from around the country
- **Te Whanau Whakaoranga Kapa Haka:** seeking funding to provide 'performance resources', for the Christmas Festival 2023 and to utilise for future community performances.

[George Low Fund](#) - 1 active project – Kaikōura Netball with the next scheduled hui planned for 6 March 2024.

[Community Initiative Fund](#) - 3 active projects. Round 2 for 2023-2024 is planned for 27 March 2024.

c. Te Hā o Mātauranga

[Mayor's Taskforce for Jobs](#)

Employment Coordinator Aysia MacMillan has made a total of 25 placements so far this financial year, with 3 triggering as 'sustainable outcomes (91 days + in employment) since July. Another two will trigger as sustainable next week. The target for the year is 38 sustainable outcomes.

67% are male, 33% female.

45% Māori, 55% NZ European

88% are youth placements (target 80%).

We are working on plans with Kaikōura High School to run the Youth Employability Programme in school next year. YEP Coordinator Mark Paterson is making connections with businesses now so that he has a pool of support for voluntary and work experience opportunities for participants.

Education

We continue to work intensively with a group of young people, aiming to complete their schooling year. Five of these are currently in year 10 and are a mix of dual enrolments with Kaikōura High School and full time Te Kura enrolments. There are four others who are regularly accessing support from us for their NCEA goals. We are meeting with Kaikōura High School and the MOE next week, especially as our funding request to the Ākonga fund from The Ministry of Youth Development was unsuccessful, so we can clarify our plans for next year.

Kaikōura Youth Council Incorporated

We have been working on a new constitution for Kaikōura Youth Council that will meet the new criteria for re-registering under the Incorporated Societies Act 2022. One of the main changes is that young people under 18 are unable to be Officers. The structure of KYC will change to have a governance committee made up of adults who have officer roles, and a membership group with leadership positions who may be aged 12-24 years old. The membership group is the voice of youth council and runs the day-to-day activities of youth council. The governance committee is responsible for legal obligations such as financial, health and safety. We have drafted these using resources from Community Law Marlborough and online resources from the Companies Office. We will have this checked for accuracy prior to formalising it further.

Driving

Passed learners:	1
Passed restricted:	2
Passed full:	0
Mentoring sessions:	4
Professional driving lessons:	28

d. Community Events

West End Christmas Festival

Our Christmas plans are in full swing and the main event, the 'West End Christmas Festival', will be held on Saturday 16th December. We plan to close off the northern side of the West End carpark with the shops to stay open for longer than usual, with local entertainment throughout the afternoon from 3pm. More entertainment is planned at the Container Mall area. This is all funded by Creative Communities, MainPower, IWK and KDC events. See poster below:

Christmas

IN KAIKŌURA

FESTIVITIES CALENDAR 2023




<p>SATURDAY 18TH NOVEMBER, 10AM - 1PM</p> <p>KAIKŌURA PRIMARY SCHOOL FAIR</p> <p>Head along and support Kaikōura Primary School at their Christmas Fair - there will be face painting, crafts, stalls, refreshments, photo booth, raffles, chocolate wheel and games, plus all the regular Schoolyard Market stall holders, at Kaikōura Primary School.</p> 		<p>20TH NOVEMBER - 26TH NOVEMBER</p> <p>IWK GROTTO</p> <p>The Christmas Grotto will be open for one week at IWK. Check it out from 9am Monday to Friday and 10am on Saturday and Sunday.</p> 
<p>1ST NOVEMBER - 9TH DECEMBER</p> <p>LIGHT UP YOUR LETTERBOX</p> <p>Get your family together and go crazy turning your letterbox into something special for Christmas. There are nine Hammer Hardware vouchers to be won! Open to residents from Clarence River to Ōaro. Visit Hammer Hardware Kaikōura for more information.</p> 	<p>FRIDAY 8TH DECEMBER, 4PM</p> <p>POOL PARTY</p> <p>For anyone aged between 12 & 18 years. This is a free event that will be held at the Kaikōura Aquatic Centre.</p> 	
<p>SAT 9TH & SUN 10TH DECEMBER</p> <p>Movies at Mayfair</p> <p>The Muppet Christmas Carol & The Santa Clause. Visit the Mayfair website for screening times. www.themayfair.org.nz/</p> 	<p>1ST - 15TH DECEMBER</p> <p>GIFT GIVING TREE</p> <p>Place a gift under the Christmas Tree at the Library or Te Whare Pūtea for someone less fortunate. Please label with the age & gender your gift would be suitable for.</p> 	<p>TUES 19TH DECEMBER, 4:30PM</p> <p>CHRISTMAS STORIES</p> <p>Mrs Claus will be reading Children's Christmas stories at the Library. Come in your favourite Christmas pyjamas!</p> 
<p>SATURDAY 16TH DECEMBER, 3PM - 9PM</p> <p>WEST END FESTIVAL</p> <p>Come on down to West End for the afternoon and enjoy a range of festive celebrations for all ages. There will be entertainment for everyone with a full schedule of music and local performers throughout the day plus a Bouncy Castle, Children's Craft's, Market Stalls, Food, Shopping and of course Santa and his helpers will be out and about with lots of goodies. There will also be some spot prizes for those who are dressed up for Christmas. Parking will be limited so please make use of the Esplanade, Top Town carpark etc.</p> 		
<p>THURSDAY 7TH, SATURDAY 9TH, SUNDAY 10TH DECEMBER</p> <p>FYFFE HOUSE CHRISTMAS CRAFTS</p> <p>Adult Christmas Wreath Making - Thursday 7th December Children's Christmas Decoration Making - Saturday 9th December. Eco Wrapping Workshop for Teenagers & Adults - Sunday 10th December</p> <p>Bookings essential as spaces are limited. Please phone 319 5835 and leave your name, numbers attending and contact details. Bookings will then be confirmed.</p> 		<p>SUNDAY 17TH DECEMBER, 7PM</p> <p>COMBINED CHURCH CAROL'S</p> <p>The annual Combined Church Carol's will take place at the Memorial Hall on Sunday 17th December at 7pm. All welcome (free).</p> 

e. Kaikōura Health – Te Hā o Te Ora

We look forward to welcoming a new Rural Hospital Medicine Registrar, Dr Steva Rumsey, in January 2024. We will have several locums in January and February to provide cover for leave for all staff. We are currently completing our Rural Hospital accreditation; this is a process we undergo every 5 years.

COVID is on the rise again - the so called "fifth wave" is here. There is the highest wastewater detection rate since January 2023 across the whole country. The wastewater detection rate is a more reliable indicator of COVID in the community as few people are now self-reporting. The majority of

those reporting their COVID illness in Kaikōura are those who qualify for the antiviral medication. It is prudent to remind the community to stay at home if they are unwell, wear a mask in poorly ventilated areas and get your next booster if you qualify for one. Everyone is entitled to four doses and a large number have not taken this up.

The eligibility criteria for an additional booster dose set in April 2023 remains unchanged:

- Everyone aged 30 years and over can have at least one dose regardless of the number of previous boosters they had received to provide protection against the latest variants.
- Those aged 16 and older who are pregnant or have a medical condition that increases risk of severe COVID-19.

The minimum dose interval between additional booster doses remains 6 months after COVID-19 disease or previous COVID19 vaccine.

2. Kaikōura Emergency Management

Richard Ball, Group Recovery Manager, CDEM (Regional Emergency Management Office), presented a Pre-Event Recovery Plan for Canterbury to Councillors on the 15 November. The key messages were:

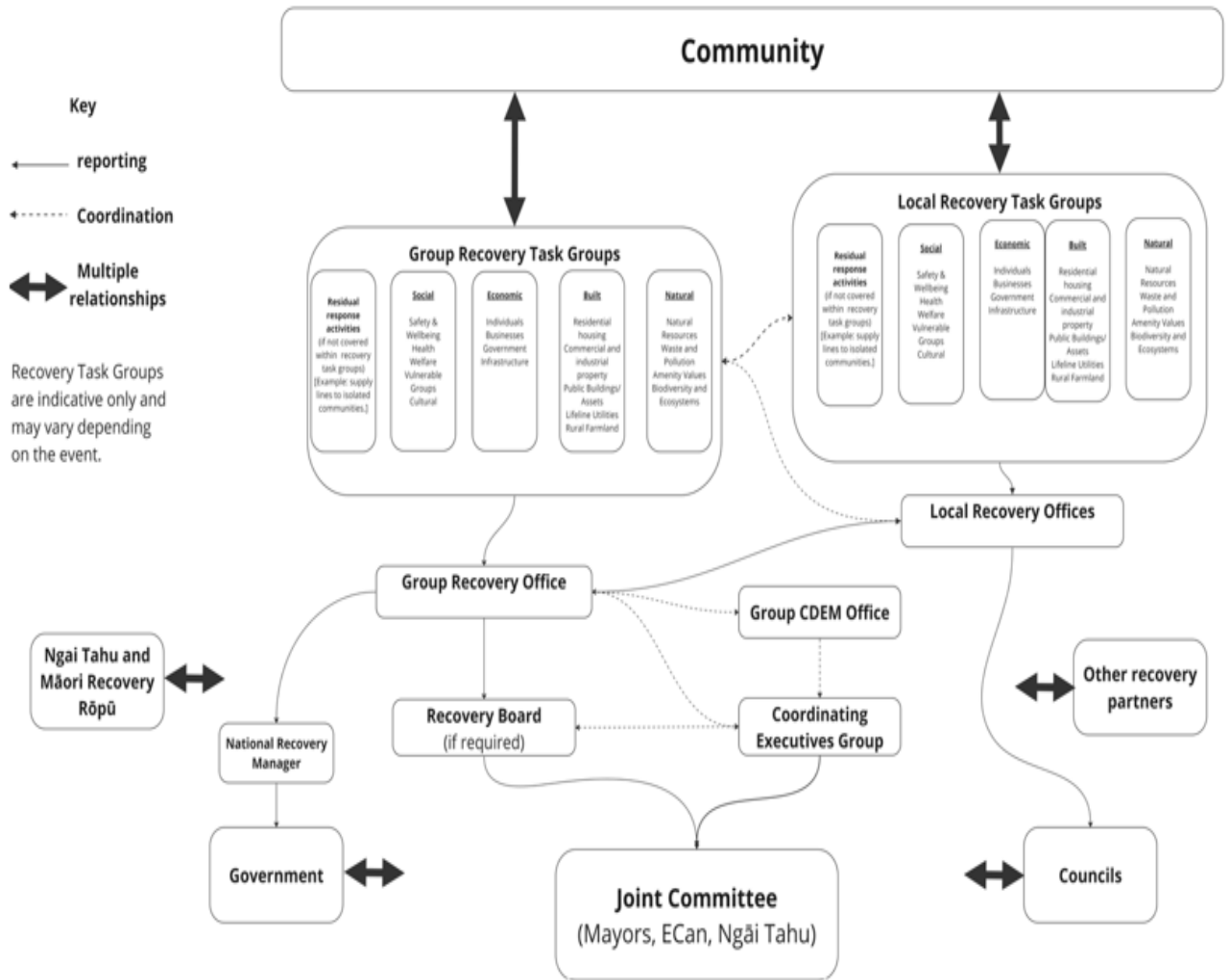
- The CDEM role in recovery extends beyond Council BAU functions - it includes coordination of multiple agencies who all have a role in recovery.
- Recovery is long, complex, expensive and involves lots of people - supporting people and communities must be at the heart of recovery.
- We are not prepared for recovery:
 - CDEM is response focused. Recovery roles, structures, funding, personnel, etc are not clear.
 - “Building the plane while flying it” is not good enough.
 - Prepare for recovery now, not after the event.

The draft plan is the first step to be ready for recovery from a catastrophic event. The plan needs to outline:

- A shared understanding and expectations across recovery partners
- A commitment to roles and responsibilities
- People and funding available (at least to get started)
- A prioritised programme to address gaps
- Supported by regular training and exercises.

Alongside the Group Draft Pre-event Recovery Plan, we are working on a Kaikōura specific Recovery Plan. The difference between Local and Group:

Local	Group
<ul style="list-style-type: none"> • Leading community engagement • Coordination of local recovery • Advocate and connect to regional and national initiatives • Some operational activity (such as welfare) • Councils restore own services 	<ul style="list-style-type: none"> • Coordination at regional level • Advocacy and funding bids to Government • Policy, advice or tasks that requires consistent regional approach • Supporting local activities



3. Library Dashboard

KAIKOURA DISTRICT LIBRARY

DASHBOARD
OCTOBER 2023

OCTOBER 2023

2,577

PEOPLE VISITED THE LIBRARY THIS MONTH

26%

Increase in adults Te Ao Maori collection issues since receiving funding, relocating the collection to a more prominent area and rethinking the display.

59%

Increase in children's Te Ao Maori collection issues since receiving funding and refreshing the space.

Since the closure of the site the library has been fielding an increased number of visitor queries. We help where possible but due to this not being our core function and our limited capacity we endeavor to refer them to the relevant business or organisation.

The library team had the privilege of attending this years Library and Information Association of New Zealand (LIANZA) conference at Te Pae Convention Center in Christchurch. The LIANZA Conference is one of the largest gatherings for librarians and information professionals in New Zealand.

This was a great professional development opportunity for the team as well as a good chance to see our library within the larger picture.

The team attended numerous speakers and workshops on topics such as physical meets digital needs, a libraries role in overcoming preconceived ideas and community networking.

As always we came away full of ideas to implement into our library. Watch this space!

LIANZA 23

TE AO MAORI SPACE

In 2020/2021 the library received funding from the New Zealand Libraries Partnership Programme (NZLPP). Part of this funding was to develop our Te Ao Maori space to entice all readers with modern resources and an appealing and prominent display of the collection.

Just as the Maori world view acknowledges the interconnectedness and interrelationship of all living and non-living things, we want to celebrate the interconnectedness of us all in our little rural paradise called Kaikōura.

Further to this we are very excited to see from our Te Ao Maori collection statistics that this is happening!

OCT

73%

Facebook
908 Facebook interactions

27%

Google
249 Google interactions with our library

SOCIAL MEDIA INTERACTIONS

BOOK STATISTICS OCTOBER

	20/21	21/22	22/23
▲ ISSUES	2,120	2,138	2,281
▲ RENEWALS	283	207	214
▼ RETURNS	2,138	2,167	1,996

A WORLD CLASS LIBRARY SERVICE WHICH RETAINS ITS COMMUNITY VALUES

4. FINANCIAL IMPLICATIONS AND RISKS

None – expenditure remains within budgets.

5. COMMUNITY OUTCOMES SUPPORTED



Community

We communicate, engage and inform our community



Development

We promote and support the development of our economy



Environment

We value and protect our environment



Future

We work with our community and our partners to create a better place for future generations



Services

Our services and infrastructure are cost effective, efficient and fit-for-purpose

Report to:	Council
Date:	29 November 2023
Subject:	Planning Update Report
Prepared by:	Z Burns – Planning Officer
Input sought from:	P Egan – LIMs & Administration Officer M Hoggard – Strategy Policy and District Plan Manager
Authorised by:	P Kearney - Senior Manager Corporate Services

1. SUMMARY

This report provides a general update of what is occurring in the Planning Department.

Key aspects to note are:

- LIM numbers at lowest level in 3 years
- Resource consents continue to be mostly processed in-house (see attachment for details).
- District Plan Review – Spatial Plan, Discussions are still in progress with Te Rūnanga o Kaikōura
- Canterbury Regional Policy Statement is under review – Local meeting held this month in the memorial hall.
- The start date of new Policy Planner is confirmed as 29th November.

Attachment 1: Resource Consents in progress

2. RECOMMENDATION

It is recommended that the Council receives this report for information.

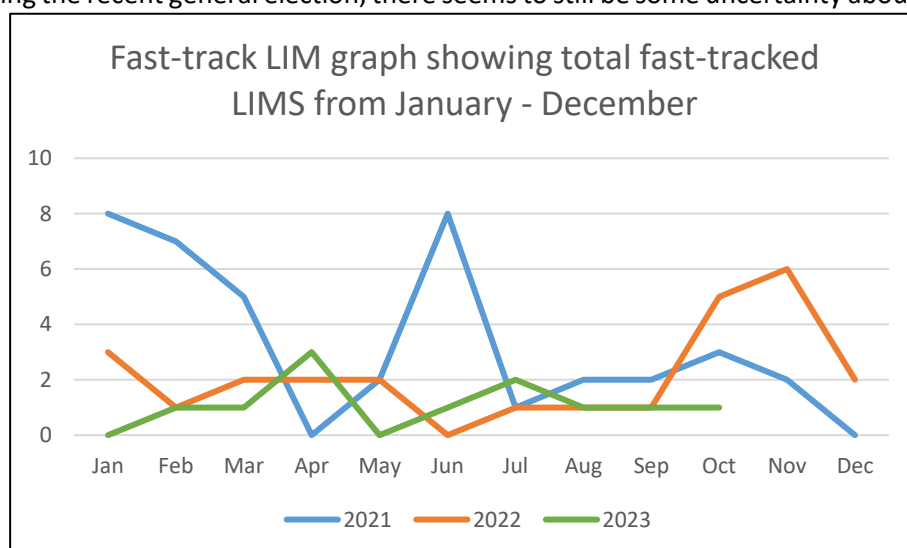
3. BACKGROUND

3.1 Resource Consents Status:

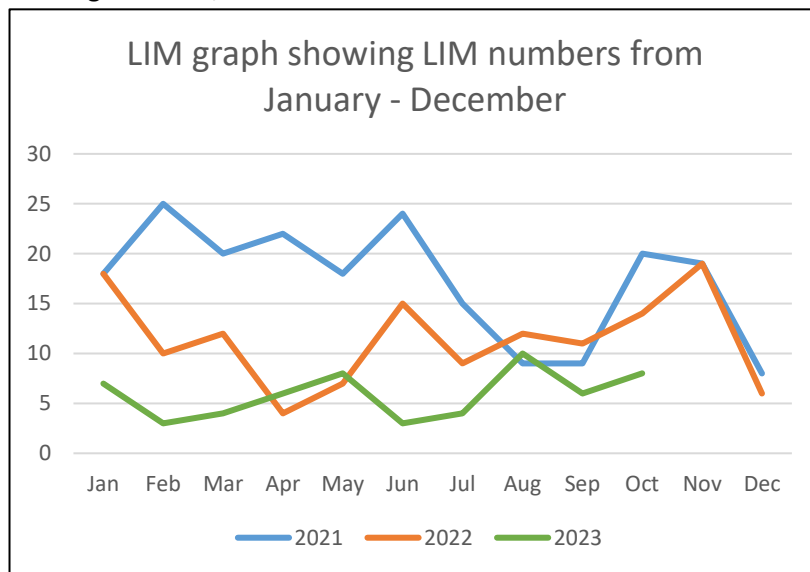
Attachment 1 includes a list of resource consents updated since the October 2023 Council report.

3.2 Land Information Memorandums (LIMs)

LIM numbers continue to be steady but have shown no signs of increasing at this stage. Fast-track LIMs remain low. Following the recent general election, there seems to still be some uncertainty about how the housing market will be impacted. It is not expected that LIM numbers will pick up dramatically, however, the New Year generally results in increased interest in the housing market.



2023 has, so far, had the least applications for LIMs in the last three years. According to information from QV there has been a steady increase in the value of the Kaikōura Housing Market. The average house price in 2023 reached \$703,000 in September. The highest since May 2022 (\$702,000), otherwise the the average house price in the district has been steadily increasing. September 2021 showed a district average of \$600,000.



Fast-tracked LIMs have continued to be sporadic over the last three years, and to support the digitisation of property files this option is currently on hold.

3.3 District Plan Review

3.3.1 Spatial Plan

There is no further update on the status of the spatial plan. Council staff remain working with Te Rūnanga o Kaikōura in the development of the community 30-year vision. A meeting with these 2 groups has been planned for the 6th December

3.3.2 Plan Change 4 – Kaikōura Business Park Limited

The first round of submissions for the Light industrial plan change has been completed with approximately 104 total submissions being received, only a small number of which were in opposition of the proposal.

The notification for further submissions became active on 16/11/23, advertised on social media, with copies of submissions available to the public. The closing date for the second round of submissions (further submissions) is to be 5pm 7/12/23 (10 working days).

3.3.3 District Plan Spatial Viewer

Since the interactive planning maps have been made available to the public, there have been fewer inquiries regarding the zoning of properties and it seems to be easy for the public to navigate and an overall success for the team and Council.

3.4 Landscape Overlay Review

No change from last month's meeting.

3.5 Canterbury Regional Policy Statement Review

Environment Canterbury has hosted discussions on the future of the Canterbury Regional Policy Statement. Environment Canterbury have provided region wide feedback from the first round of public consultation. This discussion, with a variety of community stakeholders showed how different the Kaikōura District is in comparison to the rest of the Canterbury Region.

As not everyone was able to attend the consultation, ECan planners highly recommend visiting the website to get further information on how the Regional Policy Statement is shaping up and to be able to provide your own feedback: <https://haveyoursay.ecan.govt.nz/about-our-future-canterbury>

4. RELEVANT LEGISLATION

Resource Management Act 1991

5. COMMUNITY OUTCOMES SUPPORTED



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ATTACHMENT 1

1. Active and deferred Resource Consent applications to 21st November 2023

“Deferred” applications are applications which have been placed on hold either on a request by the applicant or by Council requesting further information to better understand the effects of the proposed activity. Where applications are deferred the statutory processing clock (working days) is placed on hold.

No	RC ID	Applicant Name	RC Description	RC Location	Status / Notes	Working Days
1	1632	D & R NZ Ltd	Land Use (Mixed use building development)	26-36 West End	No change from June 2021 Council meeting. Deferred (s 92). Waiting for further information Neighbour’s approval was requested in September 2019 further information was requested in October 2019. A reminder was sent to applicant on the 20/07/2020. A follow up email has been sent in July 2021. Interim invoice has been sent. Further follow up has since taken place and proposal has been reduced. Outstanding rates and debts to Council has meant Council will not continue to process until payments have been cleared	10
2	1777	John Drew	Relocation of building platform, boundary setbacks breached.	1481 D State Highway 1	The matter has been passed on to our enforcement team. On 30 th May 2023 a geotechnical report has been provided, staff are still awaiting the landscape assessment, the application remains on hold.	18
3	1797	Elisha Dunlea	Two lot subdivision	190 Mt Fyffe Road	Applicant had originally withdrawn application but have now asked to have the application put back on hold under s 92(1) as the consent was ready to be issued. Processed by RMG. Council staff need to speak with the applicants about this consent. Council has followed up with the applicant on 18 th September 2023 about the application and has received no further response.	11
4	1870	Mark Baxter	Outdoor Dining Area – Temporary Activity	21 West End	On hold by the applicant - Limited notification has closed, a submission has been received from the neighbour, plans are to be amended and neighbour has said they will give approval provided fence built Processed in house	67

5	1889	Kaikōura District Council	Earthworks in flood hazard area for Clarence/Waia toa Bridge	Road reserve	Active Being processed by Resource Management Group	
6	1892	Anthony Lund	Build a three bedroom dwelling with attached garage that intrudes the recession planes on north, East and West boundary of the property	148 South Bay Parade	Deferred Being processed by LMC	16
7	1895	Viatcheslav Meyn	To create 13 fee simple allotments including one access allotment and one balance allotment	427-671 Inland Road Kaikōura	Deferred at the applicant's request, lot size and shape may change. Further information required and provided – waiting to be peer reviewed Being processed in house	51
8	1908	Moanna Farms Ltd	Earthworks within landscape area	20 Moana Road	Deferred – awaiting payment	0
9	1918	Olivia Rutherford	Dwelling within landscape and skyline area	Upper Ward Street	Granted Processed in house	27*
10	1919	Novi Anderson	Creation of a 2ha allotment within the rural zone	163 Inland Road	Granted Processed in house	18
11	1920	Stephen Young	Subdivision of land within settlement zone Hapuku	15 Hapuku Road	Deferred Awaiting information regarding confirmation of 'consented' waste water disposal.	18
12	1921	New Life Church	Boundary Activity – infringement on internal boundary	203 Beach Road	Active Being processed in house	20
13	1922	Mainpower NZ Ltd	Earthworks within Council road reserve and within waterway	Ludstone Road	Active Awaiting Payment Being processed in house	10
14	1923	Fookes, Megan	Flood Hazard Certificate	1 Hapuku Road	Granted Processed in house	1

15	1924	Kaikōura District Council	Paving and construction of pathway within the drip line of protected trees	Esplanade	Deferred Awaiting Payment Being processed in house and peer-reviewed by external consultant	1
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*Section 37 Used – allowing doubling of timeframes

Resource Management (Discount on Administrative Charges) Regulations 2010

Was the application notified?	Was a hearing held?	Number of working days
Yes—public notification	Yes	130
	No	60
Yes—limited notification	Yes	100
	No	60
No	Yes	50
	No	20

October November Resource Consent Compliance within Timeframes

Percentage within timeframes	Percentage outside of timeframes
87%	13% (two resource consents)

2. Notified consents

Currently only one notified or limited notified consents are in progress:

- I. Mark Baxter has partly constructed the wall between the existing ROW in an effort to obtain neighbours approval. The application still remains on hold at applicants request.

2. Plan Changes

The light industrial plan change has completed its first notification process. Council received 104 submissions for the proposal. Notification for further submissions close on 7th December 2023.

3. Monitoring

In addition to day to day complaints and questions council staff are developing a consent monitoring strategy and working with Jo York (Regulator Team Leader) regarding visitors accommodation and non-compliance with planning issues.

4. Road Stopping

Active road stoppings:

Wood – Planning staff are now assisting with the Road Stopping for the Blue Duck Valley Road to address historical anomalies.

5. General

- Project Information Memorandum processing is ongoing
- Land Information Memorandum processing is ongoing

Report to:	Council	File #
Date:	29 November 2023	
Subject:	Building and Regulatory Update	
Prepared by:	J York – Regulatory Team Leader	
Input sought from:	R Harding – Senior Building & Regulatory Administrator F Buchanan – Regulatory Administrator	
Authorised by:	W Doughty – Chief Executive Officer	

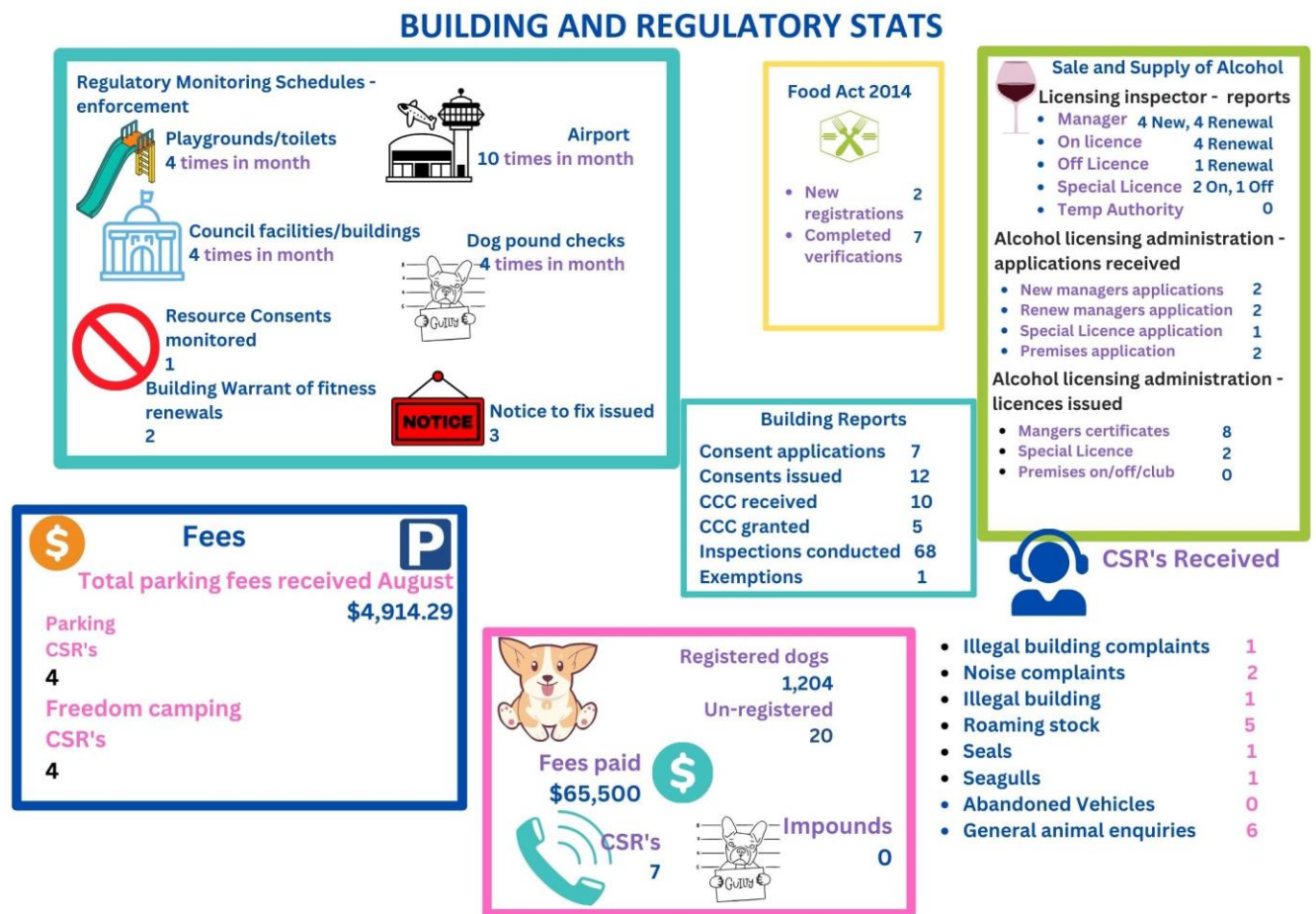
1. SUMMARY

This is a routine report on recent activity in the BCA and regulatory areas of Council.

2. RECOMMENDATION

It is recommended that the Council receives this report for information.

3. SUMMARY STATISTICS



4. BUILDING CONTROL

The following apply for the period October 2023

- Building Consent applications received **7 plus 1 exemption.**
- Building Consents issued **12**
- Code Compliance Certificate applications received **10**
- Code Compliance Certificates granted **10**
- Building Inspections conducted **68**
- Inspection failed percentage **29%**

5. SALE AND SUPPLY OF ALCOHOL ACT 2012

Notable events:

- Trotting club monitored, no issues to report.
- Met with Police around event monitoring, no issues were reported relating to alcohol harm from attendees. Over 700 vehicles were stopped, and breath tested, no people from the races tested positive for breath alcohol over the limit for driving.
- 3 x site visits and interviews with licensee's for on licence renewal applications
- 2 x Mangers Certificate Interviews

6. FOOD ACT 2014

New Registrations – 2

Completed Verifications - 7

7. WATER SAFETY

- Routine three-waters monitoring for compliance with Taumata Arowai DWQARs (Drinking Water Quality Assurances Rules).
- Routine drinking-water data oversight and laboratory correspondence.

8. HEALTH ACT 1956

- Health Act Inspection due to start end of November 2023.

9. REGULATORY SERVICES AND PARKING AND FREEDOM CAMPING

The focus for the regulatory team for the next month.

- Freedom Camping Contractor has started and is doing a good job of moving people on and identifying areas for signage improvements.
- We have also identified a couple of campervan companies that have been renting/selling campers out that do not meet our bylaw
- New parking, camping and freedom camping signs have started to be put up and it has been noted by local business owners that these are making a difference
- Up to date on illegal building investigations and reporting
- Discussing the use of lifetime dog tags and using Doggone services

10. REGULATORY MONITORING SCHEDULES JUNE-JULY 2023

Area	Checked last month
Playgrounds	
• Gooches	4
• Deal St	4
• Beach Rd	4
• South Bay	4
Airport	10
Memorial Hall	3
Op shop	1
Dog Pound	4
Illegal building	3
Resource Consent issues/monitoring	1

11. COMMUNITY OUTCOMES SUPPORTED

The work is in support of all/the following community outcomes.



Development

We promote and support the development of our economy



Environment

We value and protect our environment



Future

We work with our community and our partners to create a better place for future generations

Report to:	Council	File #
Date:	29 November 2023	
Subject:	Kaikōura Youth Council	
Prepared by:	Kaikōura Youth Council and Staff	
Input sought from:		
Authorised by:	W Doughty – Chief Executive Officer	

1. SUMMARY

KYC has had a busy month and are in the middle of planning the end of the year as well as the beginning of the new year.

2. RECOMMENDATION

It is recommended that the Council receives this report for information.

3. BACKGROUND

Kaikōura Youth Council (KYC) are a group of young people making a difference to the Kaikōura community. They have been active in Kaikōura since 1999 and meet regularly after school at Te Hā o Mātauranga – Learning in Kaikōura, to work on youth issues, organise events and bring Kaikōura’s youth together.

KYC aim to help Council engage with the youth of Kaikōura by facilitating a pathway of communication and representing youth in Council matters. All their work is to improve the ways of wellbeing (social, environmental, cultural and economic) for the youth of Kaikōura.

4. DISCUSSION

4.1 - We have had a sneak peak of the DK star gazing video that Theo and Grace were a part of. It is very awesome! Very calming layout.

4.2 - KYC’s Xmas Pool Party is currently being planned and is booked to happen on the 8th December 4pm-6pm. We are also planning on having our own stall at the Christmas Kids Market on the 16th December and will be helping Sarah Wright on the day with anything she needs. We are very excited to be dressing up.

4.3 - KYC members attended ECAN Regional Plan Consultation and came back feeling very inspired.

4.4 - KYC put a survey to the students at Kaikōura High School and the results we got back were quite interesting. We have attached some of the results below.

4.5 - Sport Tasman came to see us and talked about opportunities that youth would like for kaiks

4.6 - We are currently planning on having an end of year camp at Puhi Peaks.

5. COMMUNITY OUTCOMES SUPPORTED



Community

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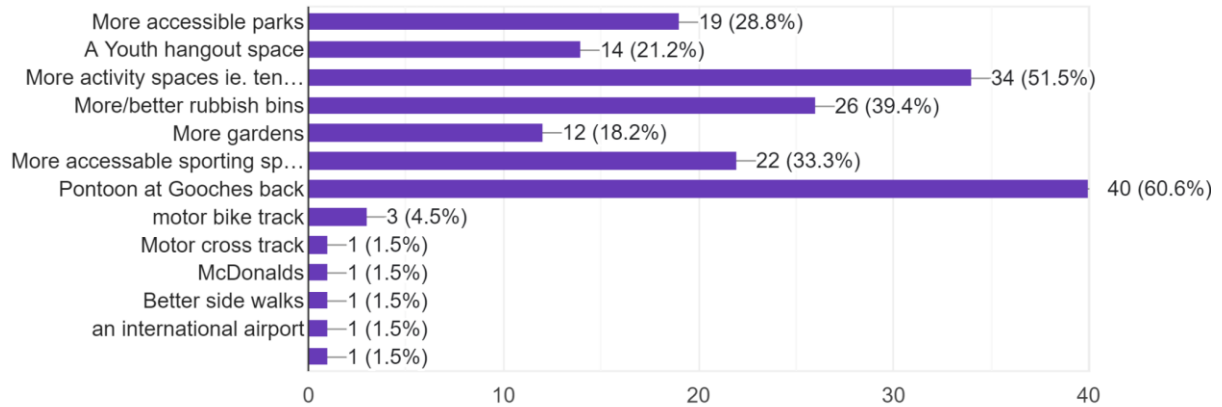
Services

Our services and infrastructure are cost effective, efficient and fit-for-purpose

KYC Survey November 2023 Results:

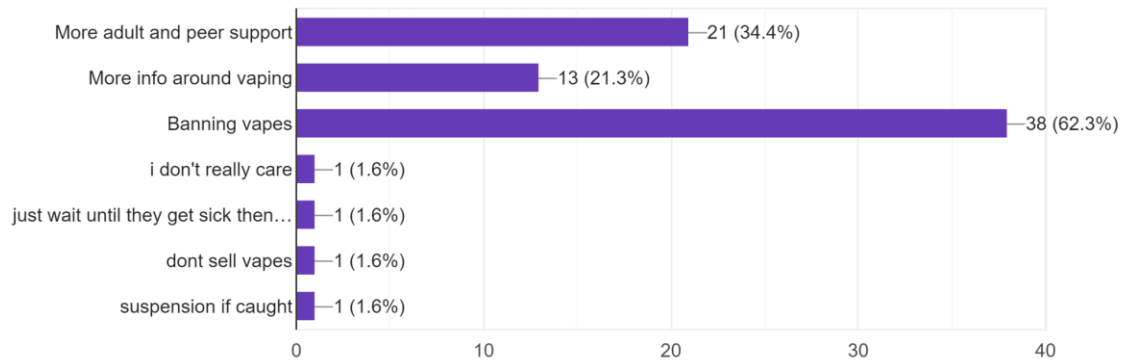
What are some physical improvements you would like to see around the community?

66 responses



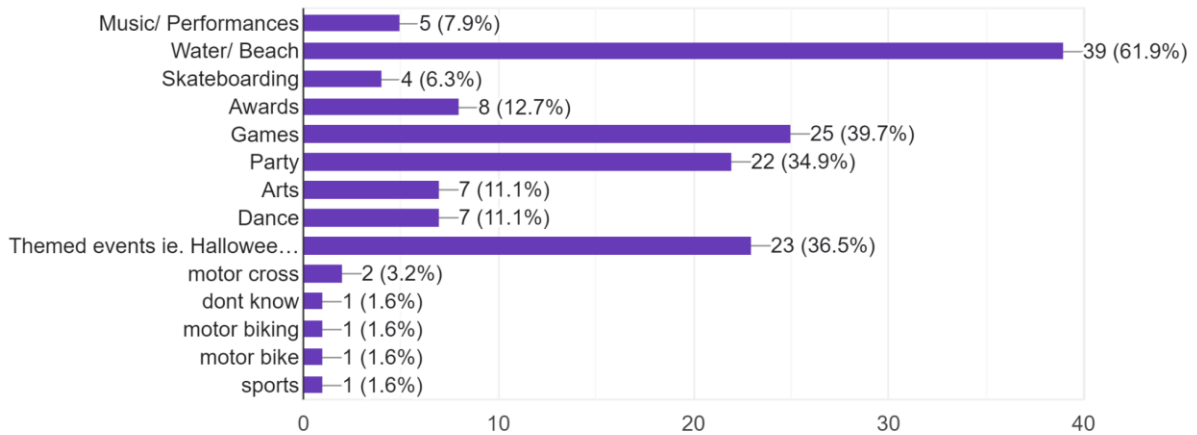
What do you think would be helpful to support young people to stop vaping?

61 responses



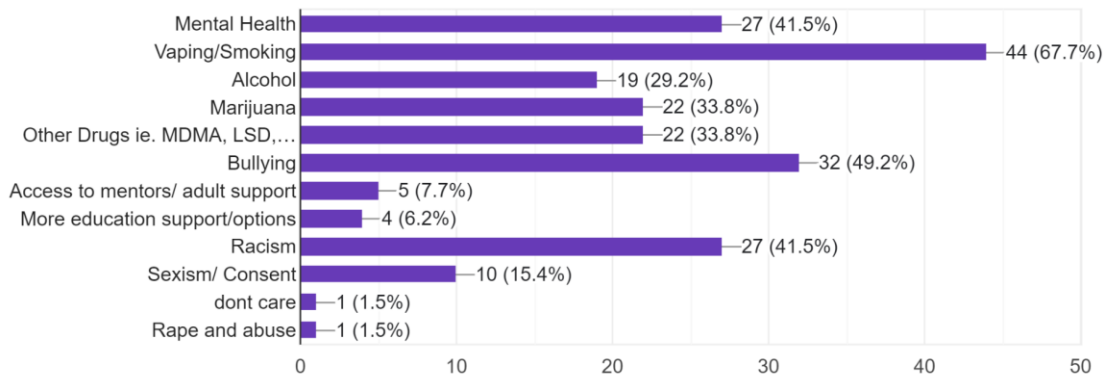
What are some youth events you would like to see in Kaikōura?

63 responses



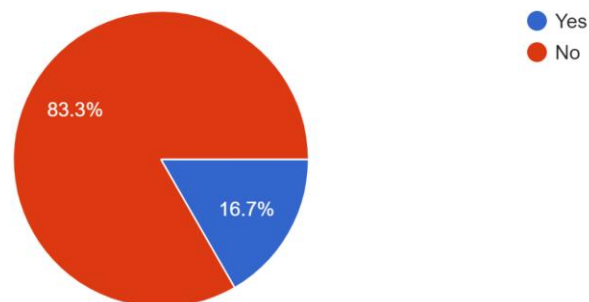
What are your top 3 social issues in Kaikōura

65 responses



Do you think phones should be banned in schools?

66 responses



Report to:	Council
Date:	29 November 2023
Subject:	LGNZ Four-Monthly Report for Member Councils
Prepared by:	W Doughty - Chief Executive Officer
Input sought from:	
Authorised by:	W Doughty - Chief Executive Officer

1. PURPOSE

The report summarises LGNZ’s work on behalf of member councils and will be produced three times a year. The intention is for member councils to include on their agendas for discussion and feedback.

2. RECOMMENDATION

It is recommended that the Council receives this report for information and provides feedback to the Chief Executive.

Attachment 1: LGNZ Four-Monthly Report for Member Councils, July – October 2023

3. COMMUNITY OUTCOMES SUPPORTED



Community

We communicate, engage and inform our community



Future

We work with our community and our partners to create a better place for future generations



LGNZ FOUR-MONTHLY REPORT FOR MEMBER COUNCILS

// JULY-OCTOBER 2023

Ko Tātou LGNZ.

This report summarises LGNZ’s work on behalf of member councils. It’s designed to be put on your council agenda for discussion and feedback, or you might choose to use it in another way. We will produce this report three times a year.

This report complements our regular communication channels, including Keeping it Local (our fortnightly e-newsletter), providing a more in-depth look at what we do.

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Introduction

At National Council's most recent meeting, we decided to provide regular formal updates from LGNZ to member councils. A number of you have suggested a paper that you could put on your council agenda would be a helpful way to ensure everyone was across our work and able to give feedback. It's important to National Council that all member councils are across the breadth and depth of work that LGNZ is doing on your behalf.

These reports will be provided three times a year, and this first one covers the period July-October 2023.

Our SuperLocal Conference in July attracted record attendance and very positive feedback. Since conference, our energies have turned to a range of matters specific to the period between now and the end of the calendar year: the Future for Local government response, which is part of our broader Choose Localism campaign; preparation of our briefing document for the incoming Government; close liaison and partnership settings with Mayors Taskforce for Jobs, which is having a strategic reset; and numerous other matters that are captured in this report.

This report shows the breadth and scope of the mahi that our small team delivers – with care, commitment, creativity and very high standards.

Ngā mihi
Sam and Susan

Progress on strategic goals

Priority/01

Resetting the relationship with Central Government

Political engagement and government relations

Our political engagement is currently geared towards advancing the Choose Localism campaign. We have released a toolkit for members to use when they're meeting with local MPs so that they can champion localism and galvanise central politicians behind the movement.

Sitting alongside that is also our work to continue influencing election policy from Wellington. In late August, National's Social Development Spokesperson, Louise Upston and candidate for Remutaka Emma Chatterton, met with Susan, Scott and Mayors Max Baxter and Alex Walker from the MTFJ governance group to talk about how we could work with National, if in government, to progress the initiative. The briefing note we sent prior to the meeting emphasised the links between how MTFJ works in practice and the power of localism.

In mid-August, LGNZ also met with the Green Party to brief them about the Ratepayers Assistance Scheme and how it could support their Clean Power Payment Policy. We also took the opportunity to socialise the Regional Sector's flood protection business case with them.

Briefing to the Incoming Government

We've prepared a Briefing to the Incoming Government, which is an opportunity to familiarise the incoming government with local government, our key areas of focus, and to open the door for future engagement.

We are grounding this year's briefing in our Choose Localism campaign. It has two parts:

1. Cover letters tailored to individual ministers explaining how local government can help them, and how the work of local government interacts with their portfolio and priorities.
2. A briefing that covers key information about local government in New Zealand and LGNZ, and sets out key advocacy issues and opportunities for local government – as well as constraints.

It will be vibrant, high level, tailored to the government and ministers receiving it, and based largely on existing information and resources including our Relationship Reset and Policy Priorities documents, which were socialised with political parties in the lead up to and during the campaign period. It will be sent to ministers once a Government has been formed.

Priority/02

Establishing stronger Te Tiriti-based partnerships with Iwi Māori

Te Maruata update

Te Maruata held a whānui hui in Ōtautahi on 26 July as part of SuperLocal. This was a really well-attended hui, with around 70 Māori elected and appointed members, council staff and other key stakeholders in attendance. A key focus for the hui was for whānui members to share their expectations of the Rōpū Whakahaere – including what they want the Rōpū Whakahaere to prioritise focus on over this triennium, and how members want to be kept up to date on that mahi.

Rōpū Whakahaere members are meeting in November and will discuss the feedback that was shared and come up with a plan for actioning it.

Te Maruata are actively engaged in the mahi that LGNZ is doing on Choose Localism and the Future for Local Government. Mayor Faylene Tunui and Councillor Moko Tauariki are the Te Maruata representatives on the Future for Local Government Advisory Group.

With support from Councillor Dinnie Moeahu, we're continuing to hold monthly online wānanga for Te Maruata where whānui members get updates on key kaupapa and/or provide support to one another around issues members might be facing.

Mana whenua relations

We are also setting up a meeting with mana whenua in Te Whanganui-a-Tara to start building our own relationships and understanding of local needs. Tania Hawkins (on our team) and her husband, Hawkins, who is a kaumatua and has provided mihi whakatau at many of our events over the past 18 months, are facilitating this. Hawkins is keen to help build a bridge with mana whenua and walk alongside us as we build our knowledge of te ao Māori and tikanga. We will loop in Te Maruata and our new Māori advisor once they're on board.

Priority/03

Campaigning for greater local decision-making and localism

Choose Localism and Future for Local Government

An overview of this mahi

At SuperLocal we launched Choose Localism, our campaign to breathe new life into localism. The idea was to generate some excitement and optimism amongst our LG whānau as we navigate the

future for local government together. Choose Localism is our compass for the future. All our mahi needs to drive towards a more inclusive, participative and localist future.

The first stage of this work is to galvanise the LG whānui and create a strong consensus position that we can take to Central Government on our vision for the future. The second stage will be our localism showcase, planned for next year. This will include a collection of the best examples of localism being delivered around the motu. It will be designed to open central government's eyes to, and strengthen their view of, the value and capability of local government. The aim is to build confidence that local government can be a trusted partner in this new way of working together. And finally, the third stage, which is about engaging the public, will include our citizens' assembly. While the topic for this citizens assembly needs to be thought through, it is an opportunity to ask New Zealanders what they might need to participate in local democracy. The idea is that it will provide innovative solutions to the increasingly pressing problem of irrelevance and apathy.

Building consensus on the Future for Local Government

Our work to develop a consensus position on the final Future for Local Government report is a key part of our first step in our wider Choose Localism work programme – galvanising the sector. We're making good progress on our approach to building consensus with excellent engagement and input from our FFLG Advisory Group.

We've held one in-person meeting with members on 18 September and will hold another on 2 November. We've also shared a wide range of resources with councils and elected members, including data from the first event. And we've launched an online engagement platform that allows everyone to have their say. After 2 November, we'll develop a draft position with the Advisory Group that will be sent to members on 24 November. Then we are proposing to hold an SGM on 11 December for members to formally vote on whether to agree the position.

The position we develop with members will inform the conversations and negotiations that we'll be having around the future with the incoming government. We're conscious of the need to land on a position that our members are happy with – but that has enough flex to put us in a robust position to negotiate with the incoming government. We know there'll need to be some give and take on both sides.

Our Choose Localism work will pick up aspects of the Panel's final report that local government can get on with implementing now – without the need for legislative change or support from central government.

Priority/04

Ramping up our work on climate change

Next steps

Now that we've finished conversations with several councils about what they think we could be doing in the climate change space, we're pulling together a strategy and plan for this work. With

vacancies in the policy team, we're needing to think carefully about how we manage our limited resources to deliver across a number of priorities. We're also observing how our climate change work (and other policy and advocacy work) closely aligns with our work on Choose Localism – which adds to our leverage.

One of the big pieces of work that we are engaging on is the inquiry into community-led retreat. This inquiry was kicked off by the previous Environment Select Committee. Given strong levels of support for it from across the House, we expect that it will continue regardless of the outcome of the General Election. The Ministry for the Environment has put out two reports setting out issues and options for dealing with the challenge of managed retreat (including how to fund it) that we're analysing and discussing with members. We think this is an area where LGNZ can really add value by driving policy thought leadership on behalf of our members.

We've also submitted on the first round of consultation on a strategy to strengthen the resilience of critical infrastructure in Aotearoa New Zealand. With the impacts of climate change being increasingly felt around the country, it's clear that critical infrastructure such as roads and water treatment plants are not capable of withstanding more intense and frequent extreme weather events. We will work with DMPC to ensure Councils are heard through the second round of consultation, which is expected in Q1 of 2024.

Support for cyclone-affected councils

We were funded by the Ministry for the Environment to commission Simpson Grierson to provide legal advice to councils in Tairāwhiti and the Hawke's Bay on the voluntary buyout of category 3 land or changes to residential use rights. This advice made it clear that to achieve greater certainty and minimise the risk of legal challenge for affected councils, either amendments to the existing legislation or a new bespoke framework are needed. We wrote former Ministers Robertson (Minister of Cyclone Recovery) and McAnulty to ask for action on this. Their reply acknowledged the changes would minimise risk but did not agree to pre-emptive action. We will raise this matter with the new government at the appropriate time.

We're continuing to engage with DIA on the regulatory relief for councils affected by the severe weather events earlier this year. We had several affected councils attend our zoom meeting for Mayors, Chairs, and Chief Executives with DIA and other government agencies. This largely focused on the recently gazetted Order in Council that enables three-year plans instead of LTPs for eight of the most affected councils.

Priority/05

Delivering and building on our core work

Water services reform

During this reporting period, the Water Services Entities Amendment Bill was enacted. This was the last piece in the previous Government's water reform puzzle. We successfully advocated for several changes to the Bill:

- Setting establishment dates for the 10 entities now requires consultation with affected councils and iwi/hapū. Establishment dates have to be confirmed within six months of the legislation passing.
- References to no-worse-off payments to councils in the legislation were retained.
- When DIA oversight of council decision-making applies has been clarified.
- The potential burden of community priority statements has been reduced.

The outcome of the election has implications for water reform. If there are any changes to the way in which water reform proceeds, we will engage with National Council on that when details are clearer.

Prior to the General Election, DIA and the NTU changed the approach that they were taking to developing constitutions for the water services entities. They started with work with a Technical Advisory Group on the Northland/Auckland entity's constitution. LGNZ's legal advisor has participated in the Technical Advisory Group process, so that learnings from the first process can be shared with other councils. Whether this process continues given the election outcome remains to be seen.

Transport

In August, the Government released its draft GPS Land Transport. We developed a submission with strong input from members. We also launched our Position Statement on Transport in conjunction with the release of the draft GPS Land Transport. The position statement outlines the key policy objectives we will advocate for, including:

- A strategic, long-term approach to planning that joins up central and local government decision-making to address maintenance and climate adaptation needs.
- Sufficient, long-term transport investment that prioritises resilience building, safety and better asset management across both new developments as well as maintenance and renewals.
- Integrated transport and freight networks that support placemaking by connecting our rural communities, towns and cities and making them great places to live and work.
- A transport network that can adapt to the future climate and prioritise decarbonisation.

This provides a good basis for our policy and advocacy work, and we are now working with a newly appointed Transport Reference Group to develop a robust plan for our transport work, which will align with our broader Choose Localism mahi. This work will ramp up following the 2023 general

election, once we know the shape of the next government and have a good understanding of its transport priorities.

Resource management reform

During this reporting period, the Natural and Built Environments and Spatial Planning Acts were enacted. This was a significant milestone. Local government didn't get all the changes that we wanted and some fundamental concerns remain – particularly the reform's impact on local voice. However, LGNZ and the Local Government Steering Group successfully advocated for several key changes, in particular the inclusion of Statements of Community Outcomes and Statements of Regional Environmental Outcomes. This is one mechanism to ensure that there is local input into regional planning decisions. There was also broad support for the introduction of regional spatial planning.

We've been working closely with the Local Government Steering Group and the Ministry for the Environment to support the work that is ramping up on transition and implementation. A lot of this work is technical and targeted at council officers. However, we've been stressing the importance of making sure that elected members are engaged, updated on and involved in appropriate parts of the transition and implementation work.

It's not entirely clear what the change of Government will mean for Resource Management Reform; however, we know that both the National and ACT parties have expressed concerns about the reform, in particular the erosion of local voice and the creation of more complexity and added layers of bureaucracy. LGNZ is support the Local Government Steering Group to develop a briefing to the incoming Minister for the Environment.

If significant changes to the reform are proposed by an incoming Government, some of the thinking we've provided in earlier submissions on both Acts will be useful to inform the position that we take on any changes. Specifically, we've previously said that we see the introduction of regional spatial planning and the need for prioritised work on the Climate Adaptation Act as the most fundamental aspects of the reform. We've also expressed a view that the proposed Regional Planning Committees could be stewards of a planning process, by bringing together input from each individual council in a region and stripping out unnecessary duplication, rather than being responsible for making all planning decisions for individual communities.

We will assess the situation as the makeup of the government and its priorities become clearer and keep National Council involved in any decisions that need to be made.

Remits

The team are working through each of the remits that were passed at the 2023 AGM and coming up with a plan to action them. Due to staff shortages in the Policy Team right now and the need to factor in the outcome of the General Election, we anticipate work on remits ramping up in the New Year.

Other policy and advocacy work

Freedom camping

Following the introduction of the Self-contained Motor Vehicles Legislation Act, we are working with Simpson Grierson, the New Zealand Motor Caravan Association, MBIE and Taituarā to review and update the model bylaw for freedom camping, and also the good practice guide for councils and tourism operators. The previous guidance was produced in 2018 but is no longer consistent with the new legislation introduced this year. We're on track to have this guidance ready to share shortly.

Emergency management reform

We've developed and shared a submission on the Emergency Management Bill with members. Submissions are due on 3 November 2023, so there'll be plenty of time for members to provide us with feedback on our draft, and to use our draft to inform their own submissions.

Elected member census and survey of voters and non-voters

We're working on completing two research reports, which will be shared with members soon. The first is a report outlining findings from LGNZ's survey of people who voted, or didn't vote, in the 2022 local elections. This survey is one of a series which dates back to the 2001 elections and looks at the profile of voters and non-voters and their reasons for voting or not. The second is the findings from our triennial Census of elected members, undertaken in April/May of this year. The Census provides information on the demographics of elected members and allows us to determine the degree to which elected members reflect the diversity of the communities they represent. It also provides information on elected members' priorities. The information is helpful for our broader advocacy and engagement work, and for policy makers who seek to ensure that councils are both inclusive and relevant.

Media

Choose Localism

As our Choose Localism campaign takes shape, we are using social media and media to build awareness and understanding. You will see more of our work make the connection with localism in the media in the coming weeks.

In August we announced our position on Transport, which is advocating for a transformative approach to address challenges in the nation's transport network. LGNZ highlighted five key actions to address these challenges. The press release, which made a strong case for choosing localism being the answer to our transport woes, was picked up by RNZ, NewsTalkZB and by Inside Government.

Two opinion editorial articles, authored by Susan, called for genuine partnership, where localism is not just a slogan that's talked about, but governments follow through on it. That means central government listens to and collaborates with local councils, respecting their insights and engaging with communities to find the best path forward for major projects like LGWM. One op-ed was run in Inside Government and the other on Stuff.

Progressing remits

At the AGM, the membership passed a remit that LGNZ calls on central government to take action to reduce council audit fees. Advocacy in the media is part of that work. Newsroom published an article that discusses the increasing audit fees faced by local councils in New Zealand and their relevance to

the justice system and local government accountability. The Auditor-General highlights the challenges faced by councils in managing affordable rates and funding community needs.

Support for councils affected by engineering consenting issues

A large number of councils have been affected by alleged fraudulent signing of consenting documents by engineer, Jonathan Hall of Kodiak Consulting. Taupo District Council contacted LGNZ to see if we could help support affected councils.

We held zooms with affected and developed a media plan with input from law firm Rice Speir, which is working closely with several affected councils.

Our media approach is geared towards three key objectives:

- Help de-risk councils – Give councils guidance on best practice while supporting them to drive comms through local channels.
- Reduce pressure on councils – Be a source of support for councils when they need it, enabling them to focus on addressing the situation and supporting their communities.
- Align with advocacy efforts – Liaise with Engineering New Zealand and MBIE to enhance advocacy efforts and demonstrate a cohesive response to the situation.

Conference and Excellence Awards Update

We're already in planning mode for SuperLocal 24, which is being held in Wellington/Te Whanganui-a-Tara in August next year. We'll be working with WCC and mana whenua to make sure we provide a remarkable programme and an even better conference experience than this year.

We're working on the theme and a prospectus, which we're hoping to get out to potential partners and sponsors very soon.

Engagement with members, including sector and zone meetings

We're busy planning for our in-person combined sector hui in November, with the Future **by** Local Government on day one and our usual individual sector meetings on day two.

We've had really good engagement with our email newsletters and direct emails recently. Eighty percent of members opened our first post-conference email and more than 60% opened our Choose Localism email (and 43% of those clicked through to the website). These are astonishing open rates by industry standards so we're consciously working on how we keep them high over the coming months as well as experimenting with a new online participation platform to see if we can encourage greater two-way dialogue online.

Mayors Taskforce for Jobs

We've been heavily involved with the management of MTFJ since our Programme Manager departed in early July. We very pleased to have successfully recruited a new Programme Manager who started in October, as well as made a permanent appointment in the MTFJ Advisor role.

We've also been working closely with the Chair and a small subset of the Core Group on governance and the relationship with LGNZ. The Core Group has agreed to establish a Governance Group to help make more efficient and effective decisions and oversee the development of a new strategy for

MTFJ. An external facilitator will help guide this work alongside some insights research by TRA into the value of the programme and where the opportunities lie for growing and strengthening MTFJ in the future.

In September, we met with key National Party MPs from the Hutt to talk about the value of MTFJ as a vehicle for delivering positive social outcomes locally and the importance of sustainable funding for this crucial kaupapa. In the meantime, our 36 Community Employment Programme councils now all have their new two-year contracts and are deep in the mahi of getting rangatahi into work.

Young Elected Members

Our Young Elected Members had a successful hui pre-conference, with just under 40 attendees. Planning is now well underway for the YEM annual hui, which will take place in the Far North this year, from 6-8 December. This will be YEM's first annual hui since COVID, and the theme will be "Anga whakamua: Setting our collective course in the birthplace of Aotearoa".

Beyond the annual hui, the YEM committee are also working on updating and refreshing the YEM kaupapa, and developing a work plan to put this into action. YEM co-chair Alex Crackett is also a part of the FFLG Advisory Group and will bring a YEM-perspective to this work.

Community Boards Executive Committee

Our Community Boards Executive Committee (CBEC) is an engaged group and have had several constructive engagements early this year. Key areas of focus for CBEC include planning the Community Boards Conference, which will be held as part of SuperLocal 2024, and surveying community board members to understand their experience, needs and opportunities to support them.

Sarah Lucas, one of the CBEC Co-Chairs, has joined the FFLG Group and is contributing useful grassroots, community governance perspectives. A key concern for CBEC was the lack of reference in the Panel's final report to the role that community boards could play in local government's future.

Council capability

Ākona

We launched our new Ākona L&D platform and are now focused on building great courses tailored to our members' distinct needs. We've had several new councils join and are openly talking to both Taituarā and CEs to encourage more to come on board. The pricing is prorated so is now below the \$3500 threshold and that seems to be helping.

The new digital platform is performing well, and the three new courses are proving popular. Another six courses are under development, three of which are being co-developed with the councils who requested them. Work on preparing the framework to become a self-assessment tool and basis for a micro credential has begun, with a new sector working group being assembled to help boost the process.

The new Health & Safety course being co-developed with Tararua District Council will offer the sector a bespoke option to the Institute of Directors course, which is both unhelpfully generic and

costly. We expect to continue to enhance and tailor the Ākōna Governance course so that it too may offer an alternative option to expensive IoD offerings.

CouncilMARK refresh

The CouncilMARK programme has undergone an extensive overhaul. The Research Agency (TRA) was commissioned in 2022 to highlight areas the programme is performing well and areas for evolution. Based on these findings we initiated a programme redesign to optimise CouncilMARK and make it fit for purpose within this new local government context. We continued to work very closely with our stakeholders, including elected members, CEs, senior council staff and relevant central government agencies.

Guidance for members

We completed the Guide to recruiting and managing chief executives. This is a comprehensive guide that includes relevant templates, such as a draft employment agreement, performance committee terms of reference, and guidance on performance management.

Work is currently underway on an Elected Members' Guide to Representation Reviews. Shortly, approximately half of New Zealand's councils will be undertaking representation reviews. Many elected members, especially those elected for the first time in 2019 and 2022, will not only have little understanding of the representation review process itself, but also of the choices that they are able to make through that process.

Streetlights Profiles

In June 2022, the Electricity Authority approved a Streetlight dimming profile that when applied by councils will generate significant savings on the energy consumed by LED dimmable streetlights. Without this innovative new profile, some councils that have upgraded their streetlights to include a centralised dimming function may find themselves stymied by Electricity Authority rules that deem them non-compliant. This could lead to penalties being passed on by suppliers, or even their suppliers opting out of offering dimmable streetlighting.

We have been working with the energy retailers and a couple of councils to work through the operational processes and to implement a pricing structure before we can take this offering further to our members. It is estimated that the profiles will save Auckland Transport up to \$1.1m in energy savings, whereas some smaller energy consumers, like Palmerstown North City Council, will have savings in the region of \$18k per year. This will be for the life of the streetlights (usually 25 years) and does not include the carbon savings councils will be able to generate. We have just completed our implementation with Auckland Transport and are working with Christchurch, Wellington and Tauranga for the next implementations.

Moata Carbon Portal

We partnered with Mott MacDonald in 2021 to bring the Moata carbon portal to New Zealand. This is a tool that allows embedded (capital) carbon to be measured and monitored across any capital works programme. It enables councils to account for and reduce carbon emissions generated from water, transport and infrastructure (vertical and horizontal) projects. We have seen spreadsheets

being used to do this that quickly become out of date, with emissions factors varying. The portal allows councils to make real-time decisions that can shape their future carbon emissions and make greener infrastructure choices. The added benefit is that all the models developed in the portal are shareable with other councils and industry players.

Queenstown Lakes and Tauranga have both just completed carbon baselines with Mott MacDonald and we presented the results to QLDC in September. The QLDC baseline is the first carbon baseline that we are aware of in New Zealand that covers all business activities/groups across their entire long-term plan. Tauranga's baseline covered their water services only, with discussion ongoing about including transport next.

Napier have become portal subscribers to add to Auckland's Water Care and Wellington Water, and we are having conversations with Wellington and Nelson about being the next councils to take this up. The Wellington City implementation will be on their transport programme, with Napier using the portal on their water programme.

We are certainly seeing councils becoming more carbon focused – and with the next round of LTP planning underway, it's a perfect opportunity to embed carbon thinking and the Moata portal into the decision-making process.

Libraries partnership

Our Libraries Advisor has continued to engage with councils and their library teams, sharing best practice and advice and advocating for the importance of investing in libraries as vital community hubs. She is preparing a report before her contract ends in June 2024. It will set out the key trends and learnings that she's identified during her time with us.

In August, our Libraries Advisor travelled to Australia with a group of representatives from the library sector to visit Australian public libraries to identify best practice and trends that can be shared with New Zealand's councils and public libraries. This trip was fully funded by the National Library's New Zealand Libraries Partnership Programme.